

Listing Broker (Co.) _____ (_____) By _____ (_____)
office code individual code
Selling Broker (Co.) BEST REAL ESTATE PROS.COM (BEST01) By Gary Bryce Conner (9310)
office code individual code

PURCHASE AGREEMENT (IMPROVED PROPERTY)

1 Date: _____
2

3 **1. BUYER:** _____ ("Buyer") agrees
4 to buy the following property from the owner ("Seller") for the consideration and subject to the following terms, provisions, and
5 conditions:
6

7 **2. PROPERTY:** The property ("Property") is known as _____
8 in _____ Township, _____ County, _____,
9 Indiana, _____ (zip code) legally described as: _____
10

11 together with any existing permanent improvements and fixtures attached (**unless leased**), such as, but not limited to, electrical and/or gas
12 fixtures, home heating fuel, heating and central air-conditioning equipment and all attachments thereto, built-in kitchen equipment, sump
13 pump, water softener, water purifier, gas grills, fireplace inserts, gas logs and grates, central vacuum equipment, window shades/blinds,
14 curtain rods, drapery poles and fixtures, ceiling fans and light fixtures, towel racks and bars, storm doors, windows, awnings, TV antennas,
15 satellite dishes and controls, storage barns, all landscaping, mailbox, garage door opener with control(s) AND THE FOLLOWING: _____
16
17
18
19
20
21

22 **The terms of this Agreement will determine what items are included/excluded. All items sold shall be fully paid for by Seller at**
23 **time of closing the transaction. Buyer should verify total square footage, land, room dimensions or community amenities if**
24 **material.**
25

26 **3. PRICE:** Buyer will pay the total purchase price of \$ _____ for the Property. If Buyer obtains an appraisal of the
27 Property, this Agreement is contingent upon the Property appraising at no less than the agreed upon purchase price.
28

29 **4. EARNEST MONEY:** Buyer submits \$ _____ as earnest money which shall be applied to the purchase
30 price. The listing broker shall deposit earnest money received into its escrow account within two (2) banking days of acceptance of
31 this Agreement and hold it until time of closing the transaction or termination of this Agreement. If Buyer fails for any reason to
32 submit earnest money, Seller may terminate this Agreement. Earnest money shall be returned promptly in the event this offer
33 is not accepted. If this offer is accepted and Buyer fails or refuses to close the transaction, without legal cause, the earnest
34 money shall be retained by Seller for damages the Seller has or will incur, and Seller retains all rights to seek other legal and equitable
35 remedies. The Broker holding any earnest money is absolved from any responsibility to make payment to the Seller or Buyer
36 unless the parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in 876 IAC 1-1-23
37 (release of earnest money). Upon notification that Buyer or Seller intends not to perform, Broker holding the earnest money may release
38 the earnest money as provided in this Agreement. If no provision is made in this Agreement, Broker may send to Buyer and Seller notice
39 of the disbursement by certified mail. If neither Buyer nor Seller enters into a mutual release or initiates litigation within sixty (60) days of
40 the mailing date of the certified letter, Broker may release the earnest money to the party identified in the certified letter.
41 Buyer and Seller agree to hold the Broker harmless from any liability, including attorney's fees and costs, for good faith
42 disbursement of earnest money in accordance with this Agreement and licensing regulations.
43

44 **5. METHOD OF PAYMENT: (Check appropriate paragraph letter)**
45

- 46 **A. CASH:** The entire purchase price shall be paid in cash and no financing is required.
- 47 **B. NEW MORTGAGE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a
48 **Conventional** **Insured Conventional** **FHA** **VA** **Other:** _____ first
49 mortgage loan for _____ % of purchase price, payable in not less than _____ years, with an original rate of
50 interest not to exceed _____ % per annum and not to exceed _____ points. Buyer shall pay all costs of
51 obtaining financing, except _____
52 _____
53 _____
54 _____
55 _____

56 Any inspections and charges which are required to be made and charged to Buyer or Seller by the lender, FHA, VA, mortgage insurer,
57 or closing agent, shall be made and charged in accordance with their prevailing rules or regulations and shall supersede any
58 provisions of this Agreement.

(Property Address and/or Initials)