

190 **C. FOR RECENT CONSTRUCTION ONLY.** If the tax rate and/or assessment for taxes is not available, Seller will give a tax credit of
191 \$ _____ to Buyer at closing. If the tax rate and/or assessment for taxes is available prior to the Closing Date,
192 then paragraph B shall apply.
193

194 **WARNING: The succeeding year tax bill for recently constructed homes or following reassessment periods may greatly**
195 **exceed the last tax bill available to the closing agent.**
196

197 **17. PRORATIONS AND SPECIAL ASSESSMENTS:** Insurance, if assigned to Buyer, interest on any debt assumed or taken subject to, any
198 rents, all other income and ordinary operating expenses of the Property, including but not limited to, public utility charges, shall be prorated
199 as of the day prior to the Closing Date. Seller shall pay any special assessments applicable to the Property for municipal improvements
200 previously made to benefit the Property. Seller warrants that Seller has no knowledge of any planned improvements which may result in
201 assessments and that no governmental or private agency has served notice requiring repairs, alterations or corrections of any existing
202 conditions. Public or municipal improvements which are not completed as of the date above but which will result in a lien or charge shall be
203 paid by Buyer. Buyer will assume and pay all special assessments for municipal improvements completed after the date of this Agreement.
204

205 **18. TIME:** Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the Purchase Agreement are
206 calendar days and shall expire at midnight of the date stated unless the parties agree in writing to a different date and/or time.
207

208 **19. HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION:** Documents for a **mandatory** membership association shall be
209 delivered by the Seller to Buyer within _____ days after acceptance of this Agreement. If the Buyer does not make a written response to
210 the documents within _____ days after receipt, the documents shall be deemed acceptable. In the event the Buyer does not accept
211 the provisions in the documents and such provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest
212 money deposit shall be refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in
213 writing, within _____ days after Buyer's approval of the documents.
214

215 **Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable. Buyer shall**
216 **therefore be responsible to become fully acquainted with neighborhood and other off-site conditions that could affect the**
217 **Property.**
218

219 **20. ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable proceeding against any other party
220 brought under or with relation to the Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney's
221 fees from the non-prevailing party.
222

223 **21. MISCELLANEOUS:**

224 **A.** Unless otherwise provided, any prorations for rent, taxes, insurance, damage deposits, association dues/assessments, or any
225 other items shall be computed through the date of closing.
226

227 **B.** Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence insurance.
228

229 **C.** The Indiana Sheriff's Sex Offender Registry (www.indianasheriffs.org) exists to inform the public about the identity, location and
230 appearance of sex offenders residing within Indiana. Broker is not responsible for providing or verifying this information.
231

232 **D.** Conveyance of this Property shall be by general Warranty Deed, or by _____,
233 subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.
234

235 **E.** Seller represents and warrants that Seller is not a "foreign person" (individual entity) and, therefore, is not subject to the
236 Foreign Investment in Real Property Tax Act.
237

238 **F.** Any notice required or permitted to be delivered shall be deemed received when personally delivered, transmitted electronically or
239 digitally or sent by express courier or United States mail, postage prepaid, certified and return receipt requested, addressed to Seller
240 or Buyer or the designated agent of either party.
241

242 **G.** This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is binding upon the parties'
243 respective heirs, executors, administrators, legal representatives, successors, and assigns.
244

245 **H.** In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality,
246 or unenforceability shall not affect any other provision of this Agreement.
247

248 **I.** This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral
249 agreements between the parties' respecting the transaction and cannot be changed except by their written consent.
250

251 **J.** All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.
252

253 **K.** Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders, loan brokers, title
254 insurers, escrow companies, inspectors, pest control companies, contractors and home warranty companies. Broker(s) does not
255 guarantee the performance of any service provider. Buyer and Seller are free to select providers other than those referred or
256 recommended to them by Broker(s).
257

(Property Address and/or Initials)