



# AGREEMENT TO PURCHASE REAL ESTATE

On this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_. I/We \_\_\_\_\_ (PURCHASER), with notice address of \_\_\_\_\_, hereby offer and agree to purchase from \_\_\_\_\_ (SELLER), with notice address of \_\_\_\_\_, for the sum of \$ \_\_\_\_\_, that certain real estate which is located in \_\_\_\_\_ City/Township, \_\_\_\_\_ County, Indiana, has a common address of \_\_\_\_\_, a Tax parcel # of \_\_\_\_\_ and is legally described as \_\_\_\_\_

This Agreement to Purchase Real Estate is subject to the following terms and conditions:

1. PURCHASE PRICE. The entire purchase price shall be paid in cash, at closing, in the form of Cashiers Check, Certified Funds or Bank Money Order.
2. TAXES AND ASSESMENTS. The real estate taxes and all assessments shall be prorated. Seller shall pay real estate taxes and assessments that are payable during the year in which closing occurs, and taxes payable during the succeeding year as computed and prorated to the date of closing. Buyer shall assume and pay all subsequent taxes and assessments. Exceptions: \_\_\_\_\_
3. SURVEY. \_\_\_\_\_
4. TITLE. Seller shall provide/deliver marketable title and pay for deed unless prohibited by law. If this transaction is not closed for failure to deliver title as of the time of closing, buyer may terminate this agreement. Issues of marketability shall be resolved by reference to Indiana Land Title Standards.
5. CLOSING AND DEED. The transaction shall be closed no later than \_\_\_\_\_. It is agreed that time is of the essence of this Agreement. Upon payment of the purchase price, seller shall deliver a properly executed \_\_\_\_\_ deed to the Purchaser. Seller assumes risk of loss and damage only until closing.
6. POSSESSION shall be delivered to Purchaser ON or AT \_\_\_\_\_.
7. STRUCTURES, IMPROVEMENTS, AND FIXTURES. This Agreement to purchase includes all structures, improvements and permanent fixtures used in connection with said real estate and owned by the Seller. Exceptions: \_\_\_\_\_
8. NO WARRANTIES. Purchaser has inspected or has had an opportunity to inspect the real estate and with respect to this contract, is satisfied in all respects with the condition of the real estate, and with the availability of all necessary utilities and access. The Seller makes no representations or warranties of any kind whatsoever as to the condition, quality or serviceability of the real estate, for any particular purpose. Purchaser accepts the real estate, "AS IS," "WHERE IS". Purchaser is purchasing the property subject to any easements, leases, covenants, encumbrances and restrictions of record as well as any building, use or zoning laws and regulations.
9. BINDING AGREEMENT. This instrument sets forth the entire contract between the Purchaser and the Seller, if this instrument is accepted by the Seller, it shall be a Contract, binding upon and inuring to the benefit of both Purchaser and Seller, their heirs, successors, assigns and personal representatives and can be modified only by a written instrument signed by both the Purchasers and the Seller.
10. EARNEST MONEY. Purchaser hereby deposits \$ \_\_\_\_\_ as earnest money to be held in the Escrow Account of Beckort Auctions, LLC as part of the purchase price. If this offer is not accepted by the Seller within \_\_\_\_ days from the date of this Agreement or the conditions specified cannot be met, the earnest money is to be returned to the purchaser.
11. DEFAULT. In the event Purchaser defaults in the performance of this Agreement all earnest money deposits shall be forfeited to Seller as liquidated damages. Should seller default in the performance of this Agreement, Purchaser may receive and immediate refund of all earnest money deposits.
12. EXHIBIT A. This Agreement is subject to all terms and conditions set forth on that document entitled 'EXHIBIT A - TERMS AND CONDITIONS OF REAL ESTATE AUCTION' said Exhibit A is attached to and made part of this Agreement.
13. AGENCY. BECKORT AUCTIONS, LLC AND THEIR AGENTS ARE ONLY AGENTS FOR THE SELLER.
14. PURCHASER HAS BEEN ADVISED TO SEEK LEGAL COUNSEL TO INSURE THE PROVISIONS OF THIS AGREEMENT ARE BEING ADHERED TO AND THAT TITLE IS MARKETABLE.
15. Other Provisions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_, Dated: \_\_\_\_\_  
PURCHASER

Address of Purchaser: \_\_\_\_\_

Phone of Purchaser: \_\_\_\_\_

Other Purchaser Information: \_\_\_\_\_

An Earnest Money Deposit of \$ \_\_\_\_\_ has been received by Beckort Auctions, LLC.

By: \_\_\_\_\_, Dated: \_\_\_\_\_

ACCEPTANCE BY SELLER: The above offer is hereby accepted. Beckort Auctions, LLC is authorized to hold all earnest money deposits until final closing of this transaction.

By: \_\_\_\_\_, its \_\_\_\_\_, dated: \_\_\_\_\_, SELLER

Address of Seller: \_\_\_\_\_

Phone of Seller: \_\_\_\_\_

Deed Conveyance as follows:

Name: \_\_\_\_\_

Type of Ownership: \_\_\_\_\_

Address: \_\_\_\_\_