



PURCHASE AGREEMENT



Approved by and restricted to use by members of the Southern Indiana REALTORS® Association, Inc.
THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.

1 To Seller(s)/Assignee(s) Fannie mae, Dated (mm/dd/yyyy): MAY 30, 2012, the undersigned
 2 Buyer(s) offer to purchase the real property commonly known as 1 Riverpointe PLAZA Unit 1104
 3 in Jeffersonville City, Clark County, Indiana (the "Property"), for the sum of
 4 (Purchase Price) one hundred fifty thousand dollars (\$ 150,000)
 5 payable in accordance with Section I. Such real estate, including the improvements and fixtures described in MLS # 201203709
 6 (see attached MLS Client Data Sheet) or more particularly described in OTHER PROVISIONS, is called the "Property." Except for terms under 1.03
 7 and 1.04, improvements and fixtures shall be fully paid and free of liens at time of closing. **TIME IS OF THE ESSENCE.** Time periods specified in this
 8 Agreement and any subsequent Addenda to the Purchase Agreement are calendar days and shall expire at 11:59 p.m. unless the parties agree in
 9 writing to a different date and/or time. The initial day of the event shall not be counted. This offer is made subject to the following provisions:

SECTION 1. MANNER OF PAYMENT OF PURCHASE PRICE

10 (check one)

11 1.01 Cash. The Purchase Price shall be paid in cash. Buyer(s) to provide verification of funds within 5 days after acceptance of this
 12 Agreement.

13 1.02 Cash with New Mortgage. The Purchase Price shall be paid with the down payment of _____
 14 (\$ _____) and the balance of the purchase price to be paid by:

15 Conventional Insured Conventional FHA VA (specify) _____ mortgage.

- 16 (a) Buyer(s) to make Loan Application within _____ days after acceptance of this Agreement and then proceed promptly and in
- 17 good faith to meet the lender's requirements for a Loan Approval.
- 18 (b) Buyer(s) to provide (or authorize Lender to provide) Listing Agent/Designee with a loan commitment letter within _____ days
- 19 after loan application. Letter shall include a list of required conditions to close. Buyer(s) authorizes lender to disclose to Listing
- 20 Agent/Designee progress of the Loan. All parties shall be notified in writing as soon as any changes of financing and/or lender occur.
- 21 Such changes shall not affect any other terms of this contract without a properly executed Amendment.
- 22 (c) Seller(s) agrees to pay Buyer's costs of financing to include closing costs, pre-pays, and/or points not to exceed \$ 0.
- 23 Buyer(s) shall pay all other costs associated with obtaining the loan except Seller's costs required by law and Seller's appropriate
- 24 settlement expenses. Any compensation due to Broker under a Listing Contract signed by Seller(s), or Buyer Agency Agreement
- 25 signed by Buyer(s), shall be withheld and paid by the Closing Agent at closing, as provided by said Agreement or as provided herein.
- 26 (d) If the Purchase Price exceeds the amount of the appraisal, Buyer(s) may terminate this Agreement.
- 27 (e) If Buyer(s) is unable to obtain financing, this Agreement shall automatically terminate with signed, written proof from lender.
- 28 (f) Seller(s) and/or Agents may provide information to assist lender in processing loan.

- 29 1.03 Cash with Assumption of Existing Mortgage. (If checked, see attached required Addendum.)
- 30 1.04 Contract for Conditional Sales/Purchase Money Mortgage. (If checked, see attached required Addendum.)
- 31 1.05 First Right of Refusal. (If checked, see attached required Addendum.)

SECTION 2. REAL ESTATE TAXES, ASSESSMENTS, AND ASSOCIATION DUES

32 (check one)

33 2.01(a) Buyer(s) shall assume and pay real estate taxes due and payable in May or November of year _____, and all
 34 subsequent taxes. Seller(s) shall pay all prior real estate taxes at or before closing.

35 2.02 (b) The real estate taxes and all assessments shall be prorated. Seller(s) shall pay real estate taxes and assessments that are payable
 36 during the year in which closing occurs, and taxes payable during the succeeding year as computed and prorated to the date of
 37 closing. Buyer(s) shall assume and pay all subsequent taxes and assessments.

38 2.03(c) Seller(s) will give Buyer(s) a credit of \$ _____ toward real estate taxes at closing.

39 **WARNING: The succeeding year tax bill for recently assessed improvements may greatly exceed the last tax bill available to the Closing Agent.**
 40 **Terms of this section shall be a full and final settlement of all tax obligations regarding the Property. If at the time of closing the tax bill for the**
 41 **Property for the succeeding year has not been issued, taxes payable by either party shall be computed based on the last tax bill available to the**
 42 **Closing Agent.**

43 Seller(s) shall pay any special assessments applicable to the Property previously made to benefit the Property. Seller(s) warrants that Seller(s) has
 44 no knowledge of any planned improvements that may result in a change of assessments and that no governmental or private agency has served
 45 notice requiring repairs, alterations, or corrections of any existing conditions. Improvements that are not completed as of the date above but that
 46 may result in a lien or charge, shall be paid by Buyer(s). Buyer(s) will assume and pay all special assessments after the date of closing.
 47 All Association fees to be prorated to date of closing.

Address: 1 Riverpointe PLAZA Unit 1104 Buyer(s) KCB Date: 5/30/12 Seller(s) _____ Date: _____
 Initials Initials Initials Initials
KCB 5/30/12

212 RE/MAX First 812 283 4778
 213 Listing Firm (Please Print) Phone
 214 DIANA MAUFIELD 802 291 1758
 215 Agent(s) (Please Print) Susan Riley 812 289 1063 Phone
 216 dmaufield@28first.com
 217 Agent(s) Email (If not a member of SIRA, submit a copy of License.)
 218 Agent of: Seller(s) -or- Both Buyer(s) and Seller(s)

RE/MAX FIRST 812 283 4778
 Selling Firm (Please Print) Phone
DIANA MAUFIELD 802 291 1758
 Agent(s) (Please Print) Susan Riley 812 289 1063 Phone
dmaufield@28first.com
 Agent(s) Email (If not a member of SIRA, submit a copy of License.)
 Agent of: Buyer(s) -or- Both Buyer(s) and Seller(s)

219 Kathy K Bupp
 220 Buyer's Signature
 221 Kathy K Bupp
 222 Printed or Typed Name as to Appear on Documents
 223 May 30 2012
 224 Date June 7 2012 - 1:30 pm

Kathy K Bupp
 Buyer's Signature
 Printed or Typed Name as to Appear on Documents
4:00 pm a.m./p.m.
 Time

UNCONDITIONAL ACCEPTANCE BY SELLER

226 Seller(s) ACCEPTS THE OFFER made by Buyer(s) as set forth above, without change or condition. Date _____ Time _____ a.m./p.m.
 227 _____
 228 Seller's Signature Seller's Signature

REJECTION OF OFFER

230 Seller(s) REJECTS THIS OFFER. Date _____ Time _____ a.m./p.m.
 231 _____
 232 Seller's Signature Seller's Signature

CONDITIONAL ACCEPTANCE BY SELLER(S) (COUNTER OFFER)

234 Seller(s) reserves the right to accept any other Offer prior to the Buyer's acceptance of this Counter Offer and actual receipt of such acceptance
 235 by Seller(s) or Seller's Agent.
 236 Date _____ Time _____ a.m./p.m.

237 Seller(s) accepts the offer made by Buyer(s), subject, however, to the following PROVISIONS:
 238 _____
 239 _____
 240 _____

ALL OTHER TERMS REMAIN THE SAME

242 This COUNTER OFFER EXPIRES: Date: _____ Time: _____ a.m./p.m.
 243 _____
 244 Seller's Signature Seller's Signature

BUYER'S RESPONSE TO SELLER'S COUNTER OFFER

246 Buyer(s): Accepts and Agrees to OR Rejects the provisions set forth in Seller's Counter Offer.
 247 Date: _____ Time: _____ a.m./p.m.
 248 _____
 249 Buyer's Signature Buyer's Signature

EARNEST MONEY

250 Authorized Representative: _____ received \$ _____
 251 as earnest money on Date: _____ at Time: _____ a.m./p.m.

160 SECTION 10. CLOSING DATE

161 The closing of this transaction shall occur on or before the 30th day of June, 2012, unless otherwise
162 agreed upon in writing between Buyer(s) and Seller(s). The closing shall be at a time agreeable to both Buyer(s) and Seller(s), which agreement shall
163 not be unreasonably withheld. All conditions imposed by this Agreement shall be satisfied, or waived, at closing. The Closing Agent or lender may,
164 as necessary, extend the closing date by no more than seven (7) days.

165 SECTION 11. POSSESSION, RENT, SECURITY DEPOSIT, INSURANCE, AND UTILITIES

166 Buyer(s) shall have complete possession of the entire premises on or before upon closing. FAILURE by Seller(s) to surrender
167 possession on this date shall not make the Seller(s) a tenant of the Buyer(s) but Seller(s) shall be obligated to pay Buyer(s)
168 \$ 0 per day as liquidated damages for each day Seller(s) holds over. This provision shall not deprive Buyer(s) of any legal or
169 equitable remedy available under the law. Seller's obligation shall survive closing. Seller(s) shall remove all debris and personal property not
170 included in sale prior to Buyer's possession date.

171 RENTS: Any rent due from a tenant of Seller(s) on the Property shall be prorated to the date of closing. At closing, Seller(s) shall deliver to Buyer(s)
172 any security/damage deposit being held for any such tenant.

173 UTILITIES: Seller(s) shall pay all charges for municipal services and public utility services through the day of possession.

174 SECTION 12. OTHER PROVISIONS: Pursuant to Section 28 of the Real Estate Purchase Addendum

175 this contract is subject to all terms and conditions as set forth in the Real
176 Estate Purchase Addendum. Buyer to pay \$1200 key fee @ closing & contingent
177 upon all inspections be satisfactory to buyers' subjective review.
178 Seller to provide unaudited financial statement from HOA. Buyer to be satisfied with
179 an independent appraisal which she will have completed within 10 days of A/O. Contingent upon
180 satisfactory survey to be done by buyer within 10 days of A/O. Offer price was determined
181 by buyer by calculating what she considers necessary repairs and
182 improvements.

182 SECTION 13. ALTERNATIVE DISPUTE RESOLUTION (check one)

183 Buyer(s): Does Does not require binding arbitration. (If "Does" is checked, see attached required Addendum.)

184 SECTION 14. OFFER, ACCEPTANCE, AND DELIVERY

185 By executing and delivering this document, Buyer(s) is making an offer to Seller(s). This agreement shall bind, and inure to the benefit of, the
186 parties and their heirs, personal and legal representatives, successors, and assignees, and shall be interpreted under the laws of the State of
187 Indiana. Headings are for reference only and do not affect the provisions of this Agreement.

188 This Agreement contains all the agreements of the parties, all prior negotiations, understandings, and agreements having been merged herein.
189 Amendments of this Agreement shall not be effective unless made in writing and signed by the parties.

190 A party making or accepting an offer or a counteroffer may do so by delivering a document signed by the parties or by delivering a carbon copy, a
191 photocopy, facsimile, or other electronically transmitted copy of the signed document. If a copy is delivered, it must consist of the entire
192 document. The person delivering a copy of a document (whether a party or a party's Agent) warrants and represents to the other party that, to the
193 best of the person's knowledge, the document being delivered contains the signature of the parties whose document is delivered. The parties
194 intend that electronically reproduced signatures constitute original signatures and are binding on the parties. The original document shall be
195 promptly executed and/or delivered if requested.

196 Offer expires on (Date) June 1 at (Time) 5:00 a.m. / p.m. unless Seller(s) timely
197 accepts it. Property shall remain available for sale prior to complete written agreement of the parties. Any counteroffer shall be in writing. A
198 party accepting an offer or a counteroffer shall do so in writing delivered to the other party or such party's Agent at or before the time the offer or
199 the counteroffer expires.

200 SECTION 15. INDEMNIFICATION

201 If any legal action is necessary either to enforce the terms of this Agreement or due to the condition of the Property, the substantially prevailing
202 party shall be entitled to recover all costs, including, but not limited to, reasonable attorney fees.

203 SECTION 16. CONFIRMATION OF AGENCY RELATIONSHIP

204 WARNING: Both Listing and Selling Firm's information (below) must be completed by Selling Agent prior to signatures of the Buyer(s). In a Limited
205 Agency transaction, completion of this section requires prior written disclosure of Limited Agency relationship. The following Agency relationship(s)
206 is/are hereby confirmed for this transaction. CONFIDENTIALITY: Buyer(s) is advised of the possibility that Seller(s) or Seller(s)' representatives
207 may not treat the existence, terms, or conditions of offers as confidential unless confidentiality is required by law, regulation, or by any
208 confidentiality agreement between the parties.

209 SECTION 17. COMPANY SPECIFIC PROVISIONS

210 _____

211 _____

Address: 1 Riverpointe Plaza Unit 1107 Buyer(s) [Signature] Date: 5/30/12 Seller(s) [Signature] Date: [Signature] Initials

[Handwritten signatures and initials]

**OWNER OCCUPANT CERTIFICATION
Rider to the Real Estate Purchase Addendum**

REO# ... C1200NF

Property Address 1 River Pointe Plz Unit 1104
Jeffersonville, IN 47130

This is to certify that consistent with the representation made by me in the Real Estate Purchase Addendum, Section 4, Use of Property, I will occupy, establish and use the above-referenced property as my primary residence within 60 days after the Closing and will continue to occupy the property as my primary residence for at least one year after the date of occupancy, unless extenuating circumstances arise which are beyond my control. If the property is a multi-unit property, I may rent units other than the unit that I occupy as my primary residence. Furthermore, I fully understand that Fannie Mae is relying upon my representation of being an owner occupant of the property, and that the sale of the property to me by Fannie Mae is conditioned upon this representation.

In the event that I do not occupy the property as my primary residence in accordance with the above certification, I shall pay Ten Thousand Dollars (\$10,000) to Seller as liquidated damages, which amount shall be in addition to Seller's right to retain any earnest money deposit and any other funds then paid by the Purchaser as liquidated damages pursuant to Section 19 of the Real Estate Purchase Addendum and any other remedy available to Seller at law or equity. Additionally, I agree to pay Seller's reasonable attorney fees and costs incurred by Seller in enforcing its rights hereunder.

Kathy K Bupp
PURCHASER

May 30, 2012
Date

Kathy K Bupp
PURCHASER

5/30/2012
Date

kathybupp1@yahoo.com
PURCHASER EMAIL ADDRESS*

Agent certifies that he/she has not knowingly submitted to Seller the sales contract and Real Estate Purchase Addendum for the above referenced property on behalf of an investor purchaser. Agent further certifies that he/she is aware of the penalties to the buyer for false certification.

Niana Y Mayfield
SELLING (BUYER'S) AGENT

5-30-2012
Date

dmayfield@28first.com
SELLING (BUYER'S) AGENT EMAIL ADDRESS*

Susan K Kelly - Skiles@28first.com

*Optional field. Providing an email address allows Fannie Mae to notify you of special HomePath offers in the future, which helps buyers and real estate professionals receive the maximum benefit from these opportunities.