

## 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) +VM/L PVII Dated (mm/dd/yyyy): +1/3/2010 The undersigned                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| -<br>フ                                         | Buyer(s) offer to purchase the real property commonly known as 1 Piver pointe plaza, Wit 11321104                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <u></u>                                        | in VPANSON VINE City, WWW. City, City, County, Indiana (the "Property"), for the sum of                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 4                                              | (Purchase Price) three-nundred thorsand 100 15 300,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 5<br>7<br>8<br>9                               | payable in accordance with Section I. Such real estate, including the improvements and fixtures described in MLS # (see attached MLS Client Data Sheet) or more particularly described in OTHER PROVISIONS, is called the "Property." Except for terms under 1.03 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 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 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:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 10<br>11                                       | SECTION 1. MANNER OF PAYMENT OF PURCHASE PRICE (check one)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 12<br>13<br>14                                 | 1.01 Cash. The Purchase Price shall be paid in cash. Buyer(s) to provide verification of funds within                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 15                                             | (\$) and the balance of the purchase price to be paid by:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 16                                             | Conventional Insured Conventional FHA VA (specify) mortgage.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 17 18 19 2 2 2 3 2 3 3 3 3 3 3 3 3 3 3 3 3 3 3 | (a) Buyer(s) to make Loan Application within days after acceptance of this Agreement and then proceed promptly and in good faith to meet the lender's requirements for a Loan Approval.  (b) Buyer(s) to provide (or authorize Lender to provide) Listing Agent/Designee with a loan commitment letter within days after loan application. Letter shall include a list of required conditions to close. Buyer(s) authorizes lender to disclose to Listing Agent/Designee progress of the Loan. All parties shall be notified in writing as soon as any changes of financing and/or lender occur. Such changes shall not affect any other terms of this contract without a properly executed Amendment.  (c) Seller(s) agrees to pay Buyer's costs of financing to include closing costs, pre-palds, and/or points not to exceed \$ Buyer(s) shall pay all other costs associated with obtaining the loan except Seller's costs required by law and Seller's appropriate settlement expenses. Any compensation due to Broker under a Listing Contract signed by Seller(s), or Buyer Agency Agreement signed by Buyer(s), shall be withheld and paid by the Closing Agent at closing, as provided by said Agreement or as provided herein.  (d) If the Purchase Price exceeds the amount of the appraisal, Buyer(s) may terminate this Agreement.  (e) If Buyer(s) is unable to obtain financing, this Agreement shall automatically terminate with signed, written proof from lender.  (f) Seller(s) and/or Agents may provide information to assist lender in processing toan.  1.03 Cash with Assumption of Existing Mortgage. (If checked, see attached required Addendum.)  1.05 First Right of Refusal. (If checked, see attached required Addendum.)  1.05 First Right of Refusal. (If checked, see attached required Addendum.)  2.01(a) Buyer(s) shall assume and pay real estate taxes due and payable in May or and all subsequent taxes. Seller(s) shall pay all prior real estate taxes at or before closing. |
| 37<br>38<br>39                                 | 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 during the year in which closing occurs, and taxes payable during the succeeding year as computed and prorated to the date of closing. Buyer(s) shall assume and pay all subsequent taxes and assessments.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 40                                             | 2.03 (c) Seller(s) will give Buyer(s) a credit of \$toward real estate taxes at closing.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 41<br>42<br>43<br>44                           | WARNING: The succeeding year tax bill for recently assessed improvements may greatly exceed the last tax bill available to the Closing Agent. 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 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 Closing Agent.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 45<br>46<br>47<br>49                           | Seller(s) shall pay any special assessments applicable to the Property previously made to benefit the Property. Seller(s) warrants that Seller(s) have no knowledge of any planned improvements that may result in a change of assessments and that no governmental or private agency has served notice requiring repairs, alterations, or corrections of any existing conditions. Improvements that are not completed as of the date above but that 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.  All Association fees to be prorated to date of closing.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|                                                | 08062009 . © 2009 Southern Indiana REALTORS* Association, Inc. PURCHASE AGREEMENT - Page 1 of 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| À                                              | dicess: 1 HVEV POINTE TIAZU, UNITIBALIOU Buyer(s) & THE Date: 1/10 Seller(s) & THE Date: 7-8-10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |



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| 7                                                 | To Seller(s)/Assignee(s) Frank Prell Dated (mm/dd/yyy): 7/13/2010. The undersigned                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u> </u>                                          | Buyer(s) offer to purchase the real property commonly known as Prver pointe plaza, Unit 1103                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 2                                                 | in IPPANSON (II), City, (IM) (III), for the sum of                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 4                                                 | (Purchase Price) ONE-hunared duffing-monsoural dollars 150,000.00)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 56789                                             | payable in accordance with Section I. Such real estate, including the improvements and fixtures described in MLS #  (see attached MLS Client Data Sheet) or more particularly described in OTHER PROVISIONS, is called the "Property." Except for terms under 1.03 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 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 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:                                                                                                            |
| 10                                                | SECTION 1. MANNER OF PAYMENT OF PURCHASE PRICE  (checkone)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 12<br>13<br>14                                    | 1.01 Cash. The Purchase Price shall be paid in cash. Buyer(s) to provide verification of funds within days after acceptance of this Agreement.  1.02 Cash with New Mortgage. The Purchase Price shall be paid with the down payment of                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 15                                                | (\$) and the balance of the purchase price to be paid by:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 16                                                | Conventional Insured Conventional FHA VA (specify) mortgage.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 17 18 9 0 1 2 2 2 2 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 | (a) Buyer(s) to make Loan Application within days after acceptance of this Agreement and then proceed promptly and in good falth to meet the lender's requirements for a Loan Approval.  (b) Buyer(s) to provide (or authorize Lender to provide) Listing Agent/Designee with a loan commitment letter within days after loan application. Letter shall include a list of required conditions to close. Buyer(s) authorizes lender to disclose to Listing Agent/Designee progress of the Loan. All parties shall be notified in writing as soon as any changes of financing and/or lender occur. Such changes shall not affect any other terms of this contract without a properly executed Amendment.  (c) Seller(s) agrees to pay Buyer's costs of financing to include closing costs, pre-paids, and/or points not to exceed \$ |
| 33                                                | SECTION 2. REAL ESTATE TAXES, ASSESSMENTS, AND ASSOCIATION DUES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 34<br>35<br>36                                    | (check one)  [ 2.01(a) Buyer(s) shall assume and pay real estate taxes due and payable in [ May or [ November of year and all subsequent taxes. Seller(s) shall pay all prior real estate taxes at or before closing.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 37<br>38<br>39                                    | 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 during the year in which closing occurs, and taxes payable during the succeeding year as computed and prorated to the date of closing. Buyer(s) shall assume and pay all subsequent taxes and assessments.                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 40                                                | 2.03 (c) Seller(s) will give Buyer(s) a credit of \$ toward real estate taxes at closing.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 41<br>42<br>43<br>44                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 47<br>48                                          | Seller(s) shall pay any special assessments applicable to the Property previously made to benefit the Property. Seller(s) warrants that Seller(s) have no knowledge of any planned improvements that may result in a change of assessments and that no governmental or private agency has served notice requiring repairs, alterations, or corrections of any existing conditions. Improvements that are not completed as of the date above but that 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.  All Association fees to be prorated to date of closing.                                                                                                                                                                           |
|                                                   | 08062009 © 2009 Southern Indiana REALTORS* Association, Inc. PURCHASE AGREEMENT - Page 1 of 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| A                                                 | ddress: 1 Paper Pointe Plaza, Unit 1103 Buyer(s) & Flaton Topics of The Date: 7/8/1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

Banic of America Unit 1104

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|                             | To Seller(s)/Assignee(s) Frank PHM Dated (mm/dd/yyyy): 7/13/20/0 The undersigned                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1                           | Buyer(s) offer to purchase the real property commonly known as IPIVEL POINTE PINZA, UNIT 1104                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 2                           | in 14 FACES (YNV) 118 City. CONTIL. County, Indiana (the "Property"), for the sum of 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 4.                          | in KAGUSONNIE city, Clark County, Indiana (the "Property"), for the sum of o (Purchase Price) one-hundred & FIAH Monsand & (5 150,000)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 5<br>6<br>7<br>8<br>9       | payable in accordance with Section I. Such real estate, including the improvements and fixtures described in ML5 #  (see attached MLS Client Data Sheet) or more particularly described in OTHER PROVISIONS, is called the "Property." Except for terms under 1.03 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 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 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: |
| 10<br>11                    | SECTION 1. MANNER OF PAYMENT OF PURCHASE PRICE (check pine)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 12 <sup>-</sup><br>13<br>14 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 15                          | (\$) and the balance of the purchase price to be paid by:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 16                          | Conventional Insured Conventional FHA VA (specify) mortgage.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 17                          | (a) Buyer(s) to make Loan Application within days after acceptance of this Agreement and then proceed promptly and in                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 18<br>19<br>20<br>21<br>22  | good faith to meet the lender's requirements for a Loan Approval.  (b) Buyer(s) to provide (or authorize Lender to provide) Listing Agent/Designee with a loan commitment letter within days after loan application. Letter shall include a list of required conditions to close. Buyer(s) authorizes lender to disclose to Listing Agent/Designee progress of the Loan. All parties shall be notified in writing as soon as any changes of financing and/or lender occur. Such changes shall not affect any other terms of this contract without a properly executed Amendment.                                                                                                                                        |
| 23<br>24<br>25<br>26<br>27  | <ul> <li>(c) Seller(s) agrees to pay Buyer's costs of financing to include dosing costs, pre-paids, and/or points not to exceed \$</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 28<br>29<br>30<br>31<br>32  | 1.03 Cash with Assumption of Existing Mortgage, (If checked; see attached required Addendum.)  1.04 Contract for Conditional Sales/Purchase Money Mortgage, (If checked, see attached required Addendum.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 33<br>34                    | SECTION 2. REAL ESTATE TAXES, ASSESSMENTS, AND ASSOCIATION DUES (check one)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 35<br>36                    | 2.01(a) Buyer(s) shall assume and pay real estate taxes due and payable in May or November of year, and all subsequent taxes. Seller(s) shall pay all prior real estate taxes at or before closing.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 37<br>38<br>39              | 7.02 (b) The real estate taxes and all assessments shall be prorated. Seller(s) 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(s) shall assume and pay all subsequent taxes and assessments.                                                                                                                                                                                                                                                                                                                                                                 |
| 4Q                          | 2.03 (c) Seller(s) will give Buyer(s) a credit of \$ toward real estate taxes at closing.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|                             | WARNING: The succeeding year tax bill for recently assessed improvements may greatly exceed the last tax bill available to the Closing Agent.  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 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 Closing Agent.                                                                                                                                                                                                                                                |
| 15<br>17<br>18              | Seller(s) shall pay any special assessments applicable to the Property previously made to benefit the Property. Seller(s) warrants that Seller(s) have no knowledge of any planned improvements that may result in a change of assessments and that no governmental or private agency has served notice requiring repairs, afterations, or corrections of any existing conditions, improvements that are not completed as of the date above but that 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.  All Association fees to be prorated to date of closing.                                                                |
|                             | 08062009 © 2009 Southern Indiana REALTORS" Association, Inc. PURCHASE AGREEMENT - Page 1 of 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Αc                          | idress: 1Priver Pointe plaza, unt 1/0 fluyer(s) & 197 Date: 7/7/0/Seiler(s) & 7/8 Date: 7/8-/0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

And I have a second