

AGREEMENT TO PURCHASE

Date: April 20, 2020

To Seller: I/We the undersigned Buyer(s) ("Buyer") offer to purchase Tract(s) _____, being approx. _____ (±) acres of land in Allen County, Indiana, as identified by reference to the same tract number(s) in the attached Exhibit A, together with the improvements and permanent fixtures, if any, presently existing on said land (the "Property"), and being one or more of the tracts put up for bids at the public auction conducted on this date by Schrader Real Estate and Auction of Fort Wayne, LLC ("Auction Company"). This offer incorporates the terms and conditions set forth herein, the Auction Tract Map attached as Exhibit A, the auction announcements attached as Addendum A, and (if applicable) the Pre-Closing Access Addendum attached as Addendum B (collectively, this "Agreement"). "Seller" refers to the Successor Trustee(s) of the 1999 Joint Rev. Trust of Michael Eicher and Amanda Eicher.

- 1. PURCHASE PRICE. The purchase price is \$ _____, to be paid via wired funds at closing (plus expenses charged to Buyer, less applied Earnest Money and any other credits due Buyer, as provided in this Agreement). The purchase price shall be adjusted at closing if and only if an adjustment is applicable in accordance with the terms of Addendum A.
2. EARNEST MONEY. Buyer shall deliver to Auction Company an earnest money deposit in the amount of \$ _____ ("Earnest Money") on or before Wednesday, April 22, 2020. The Earnest Money shall be held in escrow and applied to the purchase price at closing (or applied towards any sums that Seller is entitled to recover from Buyer in the event of a Buyer Default).
3. TAXES AND ASSESSMENTS. "Taxes" refers to general property taxes and any special assessments that are or will be assessed against any tax parcel that includes any part of the Property for the calendar year in which the closing occurs and any prior year to the extent unpaid as of the time of closing. Taxes shall be prorated on a calendar year basis to the date of closing with Buyer assuming the Taxes attributed to the period after closing to the extent attributed to the Property. To the extent ascertainable and payable at the time of closing, Seller's share of the Taxes shall be withheld from Seller's proceeds at closing and paid by the closing agent directly to the county treasurer. For purposes of this Section, the amount of any Taxes that are not ascertainable and payable at the time of closing shall be estimated based on the amount last billed for a calendar year ("Estimated Taxes"). Seller's share of the Estimated Taxes, to the extent attributed to the Property, shall be paid via credit against the sums due from Buyer at closing; provided, however, if this sale involves a tax parcel split, Seller may elect to have the Estimated Taxes paid pursuant to an escrow arrangement approved by Seller. If Seller so elects then, in lieu of a credit to Buyer at closing, the closing agent shall collect from Seller and Buyer at closing their respective shares of the Estimated Taxes, to be held in escrow and applied towards payment of the Taxes when billed after closing. In any event, Buyer shall then pay all Taxes when billed after closing (to the extent attributed to the Property and to the extent not paid via escrow) and any shortage or surplus with respect to the estimated amount credited or paid by Seller at closing shall be paid or retained by or refunded to Buyer (to the extent attributed to the Property). If this sale involves a tax parcel split, the extent to which any Taxes are attributed to the Property shall be based on a split calculation provided by the appropriate property tax official or, if an official split calculation is not available, based on an estimated split calculation using available assessment data. If the billing of any Taxes after closing includes portions attributed to the Property and other real estate, Buyer shall cooperate with the owner(s) of such other real estate to facilitate timely payment of the balance due and Buyer shall pay the portion attributed to the Property.
4. SURVEY. A new survey shall be obtained if and only if obtained in accordance with the provisions of Addendum A.
5. DEED; TITLE INSURANCE. The Property shall be conveyed by Trustee's Deed (subject to the Permitted Exceptions), to be furnished at Seller's expense. Seller shall furnish a commitment, updated to a date after the Auction and prior to closing, for the issuance of a standard owner's title insurance policy in the amount of the purchase price insuring marketable title to the Property in Buyer's name, subject to standard exceptions, conditions and requirements and subject to the Permitted Exceptions (the "Final Title Commitment"). At closing, Seller shall pay for the cost of issuing a standard owner's title insurance policy in accordance with the Final Title Commitment.
6. PERMITTED EXCEPTIONS. Buyer agrees to accept the title, deed, title insurance and any survey subject to and notwithstanding the following matters (each a "Permitted Exception" and collectively the "Permitted Exceptions"): (a) existing roads, public utilities and drains; (b) visible and/or apparent uses and easements; (c) any variation between a deeded boundary line and a fence line, field line, ditch line or other visible or apparent occupancy or occupancy line; (d) recorded easements, conditions, restrictions, reservations and other matters (except liens) appearing of record; (e) current taxes and assessments; (f) any matter disclosed in this Agreement (including Addendum A); and (g) any matter (except liens, if any) disclosed or listed in the preliminary title insurance schedules described in Addendum A.
7. CLOSING. Closing shall be held on or before May 20, 2020 (or as soon as possible after said date upon completion of the survey, if applicable, the Final Title Commitment and Seller's closing documents). The closing shall be held at the Auction Company's office located at 7009 N. River Road, Fort Wayne, IN (Tel: 260-749-0445), or otherwise as mutually agreed. If Seller is unable to convey the Property in conformance with the requirements of this Agreement, either party may terminate this Agreement by written notice to the other and, in the event of such termination by either party, Buyer shall receive the Earnest Money as Buyer's sole and exclusive remedy; provided, however, prior to any such termination by Buyer, Buyer must give Seller sufficient written notice of the nonconformity to enable Seller to cure the nonconformity and Seller shall have the right to extend the date of closing for up to 30 days in order to cure such nonconformity.
8. RISK OF LOSS. The Property shall be conveyed at closing in substantially its present condition, normal wear and tear excepted. Seller assumes the risk of loss and damage until closing. Seller's insurance may be canceled as of the closing date.
9. POSSESSION. Possession shall be delivered in accordance with Addendum A. Seller shall pay for all utilities until possession is delivered.
10. INCLUDED / EXCLUDED ITEMS. Notwithstanding any other provision, the "Property" includes or excludes any item that is specifically included or excluded according to Addendum A or any residential disclosure form signed by Seller. Propane tanks are excluded unless otherwise provided.
11. THE PROPERTY IS SOLD "AS IS, WHERE IS". ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITION OF THE PROPERTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. IN NO EVENT SHALL SELLER OR AUCTION COMPANY BE LIABLE FOR CONSEQUENTIAL DAMAGES.
12. REMEDIES. Upon nonpayment of Earnest Money (including dishonor of a check) and/or failure of this transaction to close due to Buyer's default ("Buyer Default"), Seller shall have the right to: (a) recover 10% of the purchase price as liquidated damages; and/or (b) terminate Buyer's right to acquire the Property under this Agreement (without prejudice to the right to recover liquidated damages) by giving notice of termination to Buyer. Upon such termination, Seller shall have the absolute and unconditional right to re-sell the Property free and clear of any right or claim of Buyer. Buyer agrees that, in the event of a Buyer Default, it would be impractical and extremely difficult to calculate the damages which Seller may suffer and that the 10% liquidated damages is a reasonable estimate of the economic detriment Seller would suffer due to a Buyer Default. If this transaction fails to close due to Seller's default: (i) Buyer shall have the right to demand and receive a refund of the Earnest Money and, upon such demand and receipt, this Agreement shall be terminated in all respects; or (ii) at any time prior to such termination, Buyer may elect instead to seek specific performance of Seller's obligations. If this transaction fails to close, the Earnest Money shall be retained in escrow pending receipt of: (a) disbursement instructions signed by Buyer and Seller; or (b) a release signed by one party authorizing disbursement to the other; or (c) disbursement instructions in a final court order. The prevailing party shall be entitled to recover attorneys' fees and expenses in any lawsuit to enforce a remedy under this Agreement. BUYER AND SELLER WAIVE ANY RIGHT TO A TRIAL BY JURY.
13. AGENCY. Auction Company and its agents and representatives are acting solely on behalf of, and exclusively as the agent for, the Seller. This Agreement is solely between Buyer and Seller. The Auction Company and its employees, representatives and independent agents shall not be liable for any existing or arising defects or deficiencies in any land, improvements, fixtures or equipment.
14. 1031 EXCHANGE. Each party shall reasonably cooperate if another party intends to structure the transfer or acquisition of the Property as part of an exchange under 26 U.S.C. § 1031 ("Exchange"). This Agreement may be assigned for purposes of an Exchange, but the assignor shall not be released from any obligation. A party is not required to assume or incur any additional obligation in connection with another party's Exchange.
15. GENERAL PROVISIONS. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives and successors. This Agreement constitutes the entire agreement between Buyer and Seller regarding the Property. Neither party is relying upon any other statement or promise and neither shall be bound by any purported oral modification or waiver. Time is of the essence. All terms and conditions of this Agreement (including Addendum A) shall survive the closing. This Agreement to Purchase and Addendum A shall be read and construed together as a harmonious whole. This Agreement may be executed in multiple counterparts, all of which together shall constitute the same instrument and, for such purposes, the electronic transmission of a signed counterpart via email, fax or a commonly-used electronic signature service such as DocuSign® shall have the same effect as the delivery of an original signature.
16. ACCEPTANCE DEADLINE. This offer shall be deemed automatically withdrawn and the Earnest Money shall be returned to Buyer if this offer is not accepted by Seller in writing on or before 11:59 pm on April 21, 2020.

Printed Name(s) of Buyer(s): _____ Sign: _____

Address: _____ Phone: _____

Deed to: _____ Lender/Contact: _____

ACCEPTED BY SELLER on April _____, 2020: Sign: _____ Print: _____, Successor Trustee

EARNEST MONEY rec'd on April _____, 2020 in the amt. of \$ _____, By: _____

EXHIBIT A

Auction Tract Map

Buyer(s): _____

Seller: _____

Auction Date: 4/20/2020

Pt. NW4 Sec. 4-T31N-R14E (Milan Twp.) in Allen County, State of Indiana



Boundary lines and/or acreages depicted in the marketing materials and auction tract maps, including this Exhibit A, are approximations and are provided for identification and illustration purposes only. They are not provided or intended as survey products or as authoritative representations of property boundaries and/or acreages.

I/We have read this Addendum and agree to these auction conditions.

Buyer(s): _____

Seller: _____

ADDENDUM A

SCHRADER REAL ESTATE AND AUCTION OF FORT WAYNE, LLC Auction Marketing Specialists Nationwide

Date: April 20, 2020

Owner: 1999 Joint Revocable Trust of Michael Eicher and Amanda Eicher

Sale Manager: Jerry Ehle

SCHRADER REAL ESTATE AND AUCTION OF FORT WAYNE, LLC welcomes you to bid YOUR price on the real estate offered at this auction.

PART A - BIDDING PROCEDURES TO KEEP IN MIND:

1. Bidding is open to registered bidders who have made arrangements with the Auction Company to bid online or via telephone. The auction will be conducted by and at the direction of the auctioneer calling the bids via live simulcast to online bidders and bid assistants.
2. The terms of sale are contained in the following documents which have been posted to the auction website and included in the Bid Packets distributed via mail and/or email prior to the auction:
 - Agreement to Purchase;
 - Exhibit A (Auction Tract Map);
 - This Addendum A; and
 - Addendum B (Pre-Closing Access Addendum).
3. You may bid on any tract or combination of tracts or the entire property. Bidding will remain open on individual tracts and combinations until the close of the auction.
4. Bidding will be on a lump sum basis. Minimum bids are at the auctioneer's discretion.
5. Your bidding is not conditional upon financing, so be sure you have arranged financing, if needed, and are capable of paying cash at closing.
6. The final bid(s) are subject to the Seller's acceptance or rejection. The final bid(s) may be accepted on the evening of the auction or the following day.

PART B - TERMS OF SALE OUTLINED:

7. Each Buyer shall deliver an earnest money deposit to Auction Company in the amount of 10% of the purchase price (or 20% to begin farming activities prior to closing). The earnest money may be delivered by check or wire transfer, but it must be received by Auction Company on or before **Wednesday, April 22, 2020**.

8. The balance of the purchase price is due in cash at closing. The closing will be scheduled in accordance with the Agreement to Purchase in your Bidder's Packet. The targeted closing period is on or before May 20, 2020.
9. The closing agent's fee for administering the closing will be shared equally (50:50) between Buyer and Seller. Buyer will pay all costs of any loan obtained by Buyer.
10. Real estate taxes and special assessments will be prorated to the date of closing.
11. At closing, Seller will furnish the deed and owner's title insurance at Seller's expense in accordance with the terms of Section 5 of the Agreement to Purchase.
12. Preliminary title insurance schedules dated January 31, 2020 have been prepared by Metropolitan Title of Indiana and posted to the auction website, along with a copy of the recorded easement which is listed as an exception.
13. Buyer agrees to accept the title and title insurance subject to all easements and all other "Permitted Exceptions" as defined in Section 6 of the Agreement to Purchase.
14. Possession shall be delivered at closing except that Seller reserves the right to retain post-closing possession of the home and buildings on Tract 1 until June 1, 2020.
15. With respect to the cropland, immediate access is available for farming activities prior to closing in accordance with the terms of **Addendum B**. In order to obtain access prior to closing, Buyer must sign and comply with Addendum B and deliver an additional 10% down payment (for a total of 20%).
16. Miller Land Surveying has prepared a survey dated March 13, 2020 showing 62.62 acres of land comprising all of Tracts 1 - 4. A copy of this survey has been posted to the auction website. The cost of the pre-auction survey (as allocated between the respective closings, if more than one) shall be shared equally (50:50) by Seller and Buyer at closing.
17. A new post-auction survey shall be obtained if and only if: (a) the conveyance will involve the creation of a new parcel; or (b) the official(s) responsible for recording the deed will not accept the conveyance for recording without a new survey; or (c) Seller elects to obtain a new survey for any other reason in Seller's sole discretion.
18. If a post-auction survey is obtained, the survey shall be ordered by the Auction Company and shall be sufficient for the purpose of recording the conveyance, but the type of survey shall otherwise be determined solely by the Seller. Any survey of adjacent tracts purchased in combination will be for the perimeter only.
19. The cost of any post-auction survey obtained in accordance with this Addendum A shall be shared equally (50:50) by Seller and Buyer.
20. If a post-auction survey is obtained for any closing in accordance with the provisions of this Addendum A, the purchase price shall be adjusted proportionately to reflect any

difference between the acre estimates shown in Exhibit A and the gross acres shown in the survey except with respect to Tract 1 or any combination that includes Tract 1.

21. The acre estimates shown in Exhibit A are based on: (a) the approximate total acres shown in the property tax records, existing legal description and pre-auction survey; and (b) an approximate, provisional allocation of the total between the potential new tracts. No warranty or authoritative representation is made as to the gross acres, tillable acres or wooded acres included with any tract or set of tracts.
22. Advertised road frontages are approximate. No warranty or authoritative representation is made as to the length of road frontage included with any tract or set of tracts.
23. Boundary lines and auction tract maps depicted in Exhibit A and the auction marketing materials are approximations provided for identification and illustration purposes only. They are not provided as survey products and are not intended to depict or establish authoritative boundaries or locations.
24. If any dispute arises prior to closing with respect to the location of any boundary, the Auction Company may (but shall not be required to) terminate the purchase contract by giving written notice of termination to Buyer, but only with the Seller's consent. In the event of such termination, the earnest money shall be refunded to Buyer and the property may be re-sold free and clear of any claim of Buyer. In lieu of consenting to such termination, Seller may elect instead to enforce the purchase contract according to its terms.
25. Advertised square footages and dimensions are approximate. No warranty or authoritative representation is made as to the size or dimensions of any improvements.
26. As update to the brochure (and without limiting the foregoing provision), the property tax records describe the home as having an area of 2,580 square feet, with 1,780 square feet of finished area.
27. The lead-based paint disclosure form for the home on Tract 1 has been posted to the auction website and sent with the Bid Packets distributed via mail and/or email prior to the auction. This form shall be signed by the Buyer of Tract 1 at the end of the auction.
28. Two rented propane tanks on Tract 1 are excluded from the sale of Tract 1.
29. Property information has been posted to the auction website including property cards, FSA information, and soil and topography maps. Such information is provided subject to (and not as a substitute for) a prospective buyer's independent investigation and verification. Although believed to be from reliable sources, the Auction Company disclaims any warranty or liability for the information provided.
30. The potential new parcels have not been pre-approved by the local planning authorities. Each Buyer assumes all responsibility for satisfying the requirements of the local authorities in connection with any future use, improvement or development of the purchased tract(s), including any requirement for lot or plat approval or any

other approval or permit from the plan commission, planning department, building department and/or health department. Buyer's obligation to acquire the purchased tract(s) is not contingent upon obtaining any permit or approval that Buyer may need in connection with any prospective use or improvement.

31. Your bids are to be based solely upon your inspection. All property is sold "AS IS" without any warranty. Without limiting the foregoing provisions, Seller and Auction Company and their respective agents and representatives make no warranty or authoritative representation as to: (a) zoning matters; (b) whether or not the property qualifies for any particular use; (c) the availability or location of utilities; (d) the availability of any building permit, driveway permit, septic permit or any other permit; or (e) the accuracy of any materials or information prepared or provided by any third party regarding the auction and/or the property.
32. At the close of the auction, each high bidder shall execute a purchase contract consisting of the Agreement to Purchase, Exhibit A and this Addendum A (and Addendum B if Buyer so elects). The terms of these documents are non-negotiable.
33. You will be closing on the tract or combination of tracts on which you are the successful bidder in the manner in which you bid at the auction. Deeds shall be recorded in the order designated by the Seller.
34. Schrader Real Estate and Auction of Fort Wayne, LLC and its agents and representatives are exclusively the agents of the Seller.

Thank you for your interest in this offering. If you have any questions, please feel free to talk to one of our representatives.

ANY ANNOUNCEMENTS MADE BY THE AUCTIONEER
TAKE PRECEDENCE OVER THIS PRINTED MATERIAL.

**ADDENDUM B
PRE-CLOSING ACCESS ADDENDUM**

(Applies only if Buyer elects to have pre-closing access.)

This Addendum is executed in connection with an Agreement to Purchase, Exhibit A and Addendum A (collectively the "Purchase Agreement") pursuant to which the undersigned Buyer(s) (hereinafter "Buyer", whether one or more) has/have agreed to purchase from the undersigned Successor Trustee(s) of The 1999 Joint Revocable Trust of Michael Eicher and Amanda Eicher ("Seller") the real estate identified in the Purchase Agreement (the "Real Estate"), being one or more of the tracts located in Allen County in the State of Indiana offered at the public auction conducted on April 20, 2020.

1. **Grant of License.** Upon execution of the Purchase Agreement and this Addendum and prior to Buyer's acquisition of title pursuant to the Purchase Agreement at closing (the "Closing"), Buyer shall have a license to enter upon the Real Estate (excluding any building) for the sole and limited purpose of conducting Authorized Activities on that part of the Real Estate now comprised of tilled cropland (within existing field lines), subject to the terms and conditions of this Addendum. This Addendum grants only a limited, temporary license under the terms and conditions stated herein. Nothing herein shall be construed to create or convey (and Buyer hereby disclaims) any leasehold interest, right of exclusive possession, or other legal or equitable interest in the Real Estate by virtue of this Addendum.
2. **Authorized Activities.** As used herein, the term "Authorized Activities" refers to normal crop farming activities (within existing field lines), including soil testing, fertilizer application, tillage and/or otherwise preparing for and/or planting the Spring 2020 crop, whether conducted by Buyer or Buyer's employee(s), independent contractor(s), agent(s), guest(s) and/or invitee(s). Authorized Activities shall be conducted in compliance with all applicable laws, taking all reasonable measures to prevent injury to person or damage to property. Until the Closing, Buyer shall not: (a) conduct or permit any activities on the Real Estate other than the Authorized Activities; or (b) make any alteration of, change to or improvement on the Real Estate other than alterations and/or changes that are clearly contemplated by the description (and clearly entailed by the performance) of Authorized Activities, as expressly defined above. Buyer assumes responsibility for all expenses incurred in connection with the Authorized Activities.
3. **Additional Earnest Money.** Buyer shall not conduct any Authorized Activities prior to Closing unless and until Buyer has delivered as additional earnest money a sum equal to 10% of the purchase price due under the Purchase Agreement (the "Additional Earnest Money"), in addition to the earnest money otherwise required under the Purchase Agreement. The Additional Earnest Money shall be delivered to the same escrow agent holding the earnest money otherwise delivered pursuant to the Purchase Agreement, to be held and disbursed pursuant to the same terms and conditions that apply to the earnest money under the terms of the Purchase Agreement.
4. **Indemnification.** As a material part of the consideration for the license granted herein, Buyer hereby: (i) assumes all risk of Loss (as defined below); (ii) waives and releases any claim against Seller for any Loss; and (iii) agrees to defend, protect, indemnify and hold harmless Seller from and against (and to the extent paid by Seller, Buyer agrees to reimburse Seller for) any Loss and any and all liabilities, suits, actions, judgments, costs and expenses (including attorneys' fees and expenses) incurred by Seller in connection with any Loss. "Loss" means any injury to or death of any person and/or any damage to or loss of property (whether sustained by Buyer, Seller, or any other person or entity, and whether due to the fault of Buyer or others) directly or indirectly arising out of or resulting from or in any way connected with: (a) the Authorized Activities; (b) the entry upon the Real Estate by Buyer and/or any other person entering upon the Real Estate in connection with the Authorized Activities and/or with the express, implied, actual or ostensive permission of Buyer; and/or (c) any breach of or default with respect to any obligation of Buyer under this Addendum. Buyer's obligation under this paragraph shall survive notwithstanding: (A) Buyer's acquisition of the Real Estate at a Closing; (B) the failure of Buyer to acquire the Real Estate for any reason; and/or (C) the termination of the Purchase Agreement and/or this Addendum for any reason. If Buyer consists of more than one individual and/or entity, Buyer's obligations under this paragraph shall be joint and several as between each such individual and/or entity.
5. **Insurance.** Buyer shall have and maintain general liability insurance coverage of not less than \$1,000,000 insuring against claims for bodily injury, death and/or property damage occurring in connection with Buyer's activities at the Real Estate. Buyer shall provide Seller with proof of such insurance prior to conducting any Authorized Activities and shall maintain such insurance until the Closing.
6. **Buyer's Failure to Acquire Real Estate.** If for any reason Buyer fails to acquire the Real Estate pursuant to the Purchase Agreement: (a) the rights of Buyer under this Addendum shall terminate immediately and automatically as of the earliest time that Seller is no longer obligated to sell the Real Estate pursuant to the terms of the Purchase Agreement; and (b) Buyer shall not be entitled to any reimbursement for Buyer's time, expenses and/or inputs in connection with any Authorized Activities.
7. **Additional Limitations and Conditions.** This Addendum shall not be recorded. The rights granted to Buyer in this Addendum may not be assigned, sold, transferred, leased, pledged or mortgaged by Buyer. Until Closing, Seller reserves all rights and privileges that are not inconsistent with the limited rights specifically granted to Buyer in this Addendum.
8. **Prospective Tenants; Third Parties.** Buyer may permit a prospective tenant or other third party to conduct Authorized Activities on behalf of Buyer prior to Closing. However, Buyer has no right to lease the Real Estate prior to Closing. Buyer shall notify any such prospective tenant or third party of the provisions of this Addendum, including the provisions that apply in the event Buyer fails to acquire the Real Estate pursuant to the Purchase Agreement, and Buyer shall indemnify and hold harmless Seller and Seller's agents from and against all claims of any such prospective tenant or third party.

BUYER: Printed Name(s): _____

Signature(s): _____ Date: _____

SELLER: Successor Trustee(s) of the 1999 Joint Rev. Trust of Michael and Amanda Eicher:

Printed Name(s): _____

Signature(s): _____ Date: _____

LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
(SALES)

For use only by members of the Indiana Association of REALTORS®

PROPERTY ADDRESS: 14510 Notestine Rd, Grabill, IN 46741-9728

LEAD WARNING STATEMENT

Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE

(a.) Presence of lead-based paint and/or lead-based paint hazards: *(check (i) or (ii) below)*

- (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
- (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b.) Records and reports available to the seller: *(check (i) or (ii) below)*

- (i) Seller has provided the buyer with all available records and reports including *Seller's Residential Real Estate Sales Disclosure form*, if applicable, pertaining to lead-based paint and/or lead-based paint hazards in the housing (list and attach documents below): _____
- (ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

BUYER'S ACKNOWLEDGEMENT (initial)

- (c.) _____ Buyer has received copies of all information listed above.
- (d.) _____ Buyer has received the pamphlet Protect Your Family From Lead In Your Home.
- (e.) _____ Buyer has *(check (i) or (ii) below)*:
- (i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards;
- OR**
- (ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

BROKER'S ACKNOWLEDGMENT (initial)

- (f.) _____ Broker has informed the seller of seller's obligations under the Residential Lead-Based Paint Hazard Reduction Act of _____ of _____ 1992 (42 U.S.C. 4852d) and is aware of Broker's responsibility to ensure compliance. (NOTE: where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.)

14510 Notestine Rd, Grabill, IN 46741-9728
(Property Address)

47 **CERTIFICATION OF ACCURACY**

48 The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they
49 have provided is true and accurate.

50
51 This *Certification* and *Acknowledgment* may be executed simultaneously or in two or more counterparts, each of which shall be
52 deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this
53 *Certification* and *Acknowledgment* may be transmitted between them electronically or digitally. The parties intend that
54 electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original
55 document shall be promptly delivered, if requested.

56
57 Jim Eicher Trustee 03/04/2020 _____
58 SELLER'S SIGNATURE DATE BUYER'S SIGNATURE DATE

59
60
61 _____
62 PRINTED PRINTED

63
64 _____
65 SELLER'S SIGNATURE DATE BUYER'S SIGNATURE DATE

66
67 _____
68 PRINTED PRINTED

69 Jerry Wehr Kim Braun 03/04/2020 _____
70 LISTING BROKER DATE SELLING BROKER DATE



Prepared and provided as a member service by the Indiana Association of REALTORS®, Inc. (IAR). This form is restricted to use by members of IAR. This is a legally binding contract, if not understood seek legal advice.
Form #37. Copyright IAR 2020



14510 Notestine Rd, Grabill, IN 46741-9728

(Property Address)