

# AGREEMENT TO PURCHASE REAL ESTATE

THIS AGREEMENT is made on 06/06/2022 between US Home Vault, LLC hereafter called Seller(s), and Michael R Lovaglio and/or assigns, hereafter called Buyer .

**THE PREMISES.** Seller(s) agrees to sell to Buyer the property at: 618 Berkley Dr, Marion, IN 46952.

**PURCHASE PRICE.** The Seller(s) agrees to convey property to Buyer for the sum of \$64,000.00. The purchase will be made with Cash and earnest money in the amount \$2,000.00 to be submitted within 2 business days of accepted agreement.

**TERMS.** The following terms are applicable to this contract:

- I. Property is sold in "AS-IS condition with no warranties made by the Seller(s).
- II. Earnest money to be held in escrow by Investors Title Service.
- III. This contract is contingent on Marketable title and approval of the property by Buyer's Partner before closing. Due Diligence period will end five days after the accepted agreement. At this time, earnest money is non-refundable.
- IV. Closing to be set as soon as possible for all parties, but no later than 06/20/2022. Possession of the property to be delivered to Buyer at Closing.
- V. If Buyer is unable to complete the purchase for any reason, the earnest money shall be forfeited to the Seller(s) as total liquidated damages and Buyer is released from any further obligation under this contract.
- VI. If a title defect is discovered causing the title to be unmarketable, Seller shall be required to endeavor to fix said defect for a period of thirty days (30). If after thirty days (30) Seller(s) cannot provide marketable title, Buyer will have the option to either be released from any further obligation under this contract; or have the right to negotiate based on said defect in title.
- VII. Seller(s) will make property accessible to show Buyer(s) prior to closing. If property is vacant, Seller(s) shall provide Buyer with a key to access property specifically for the reasons above.
- VIII. The burden to maintain hazard insurance on the property shall be solely that of Seller until the deed is recorded.
- IX. Buyer shall pay all closing fees, title fees and customary closing costs.
- X. Buyer will be responsible for all taxes on the property beginning with the taxes due on 11/10/2022.
- XI. This Agreement, when accepted, comprises the entire agreement of Buyer and Seller(s), and it is agreed that no other representations have been made. This Contract must be accepted by (OFFER DEADLINE) or it will expire.
- XII. **Additional Terms** (if applicable):

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BUYER'S SIGNATURE

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SELLER'S SIGNATURE

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DATE

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DATE