

AGREEMENT TO PURCHASE LOT

TO: ADAMS ROAD DEVELOPMENT II CORP., OWNERS (Hereinafter called "Seller").

DATE: _____

The undersigned (Hereinafter called the "Buyer"), offers to purchase, upon the terms and conditions set forth below, the real estate in St. Joseph County, Indiana, whose legal description is:

Lot Number _____ as shown on the recorded plat of
Bradford Shores, Section One
recorded 11/2/06 as Document Number 0647625
in the office of the Recorder of St. Joseph County, Indiana.

Such real estate is hereinafter called the "Real Estate".
Its street address is: _____, South Bend, Indiana 46637

TERMS AND CONDITIONS

The terms and conditions of this agreement are as follows:

1. **Purchase Price and Terms.** The purchase price shall be _____ Dollars (\$ _____^{.00}) to be paid in cash at closing.

2. **Taxes and Assessments.** Buyer shall assume and pay the taxes upon the Real Estate due and payable in May, 2009, and all subsequent taxes. If the tax rate is not finalized the last rate and value shall be used in this computation. Seller shall pay any assessments or charges upon or applying to the Real Estate for public or municipal improvements or services which on the date of this Agreement are constructed or installed on or about the Real Estate or are serving the Real Estate.

3. **Possession.** Possession of the Real Estate shall be delivered to the buyer on or before Closing.

4. **Earnest Money.** As earnest money, Buyer deposits with the Seller the sum of _____ Dollars (\$ _____^{.00})

5. **Acceptance.** If this offer is accepted, it shall constitute an agreement between Buyer and Seller, binding and inuring to the benefit of them and their respective heirs and personal representatives. If, after acceptance, Buyer fails to complete the purchase as agreed, all earnest money shall be forfeited to Seller as liquidated damages and Seller shall have no other remedy at law or in equity. If this offer is not accepted in writing on or before _____, it shall then expire, and all earnest money shall be returned to buyer without delay.

6. **Survey.** A current certificate of survey of the Real Estate showing the dimensions thereof and the location of all building lines and easements and including the setting or locating of corner stakes or pins shall be furnished by Seller prior to closing.

7. **Title Insurance.** Prior to closing Seller shall furnish at Seller's expense a properly prepared commitment for title insurance for the Real Estate, disclosing good & marketable title in Seller, said title commitment being in the amount of the sale price of the Real Estate being purchased by this Agreement. Seller's Title delivered under this agreement shall be subject to "unpaid and future real estate taxes, easements, covenants, assessments, restrictions, streets of record, and the terms and provisions of a certain Consent to Annexation and Waiver of Right to Remonstrate and Acknowledgement of City Compact Fees, regarding the use and fees of water and sewer lines serving the property."

8. **Closing.** This transaction shall be closed as soon as the title insurance commitment has been furnished to Seller and Buyer or in no event later than _____. At closing, Buyer shall make payment of the purchase price as provided in section 1 above, and Seller shall deliver to Buyer a properly prepared and executed Corporate Warranty Deed conveying or contracting to convey the Real Estate and all improvements thereon in the same condition they now are, usual wear and tear excepted.

Seller shall assume the risk of loss or damage to the Real Estate and all improvements thereon until the delivery of the Corporate Warranty Deed. In the event the Real Estate and all the improvements thereon cannot be conveyed or contracted to be conveyed to Buyer in substantially their present condition, usual wear and tear excepted, this Agreement, at Buyer's election, shall not be binding upon Buyer and earnest money deposited hereunder shall be returned to Buyer without delay and Buyer shall have no other remedy at law or in equity.

9. **Other:** _____

_____.

11. **Miscellaneous:** Buyer has personally inspected and examined the Real Estate and makes this offer in good faith. All the terms and conditions are stated herein, there being no verbal agreements. Headings are inserted for convenience only and do not constitute a part of this Agreement. Whenever necessary and where the context admits, the singular terms "Buyer" and "Seller" and their related pronouns include the plural, the masculine, and the feminine.

BUYER: _____.

Signature: _____

ADDRESS: _____

PHONE: _____.

Deed & Tile as: _____.

ACCEPTANCE BY SELLER

The undersigned Seller accepts the above offer and agrees with its terms and conditions and acknowledges receipt of earnest money deposited with it in the sum of _____ (\$ _____⁰⁰).

This acceptance is subject, nevertheless, to the conditions, if any, immediately following:

Date: _____.

SELLER: ADAMS ROAD DEVELOPMENT II CORPORATION

BY: _____
DAVID H. ECKRICH, PRESIDENT

ADDRESS: 51013 GUMWOOD ROAD, GRANGER, INDIANA 46530

PHONE: (574) 277-7660