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6. DEFECT DEFINED: Under Indiana law, "Defect" means a condition that would have a significant adverse effect on the value of the property, that would significantly impair the health or safety of future occupants of the property, or that if not repaired, removed, or replaced, would significantly shorten or adversely affect the expected normal life of the premises.
7. Buyer acknowledges and agrees that: (a) Buyer has been advised to seek appropriate counsel regarding the risks of buying Property in its "As Is" condition; (b) neither Buyer's nor Seller's respective brokers are qualified, licensed or required, to conduct due diligence or inspections with respect to the Property or the surrounding area; and (c) Buyer expressly releases and holds harmless brokers from and against any liability for any defects or conditions in the Property and the improvements thereon, if any.

60 By signature below, the parties acknowledge receipt of a signed copy of this Addendum.

61  
62 BUYER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
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68 BUYER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
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71 PRINTED \_\_\_\_\_

SELLER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
Paula ( Hamand) Patton  
PRINTED  
Paula Hamand Patton  
SELLER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
Malissa York  
PRINTED

277 N Plum St, Clinton, In 47842

(Property Address)

Page 2 of 2 ("As Is" Addendum to Purchase Agreement)



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 #53. Copyright IAR 2024





## "AS IS" ADDENDUM TO PURCHASE AGREEMENT

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

This Addendum dated 8-15-2024, is attached to and made part of Purchase Agreement dated \_\_\_\_\_, on property known as 277 N Plum St, Indiana, Zip 47842, Clinton

1. Except as modified by this Addendum, all of the terms and conditions contained in the Purchase Agreement remain in full force and effect. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Purchase Agreement, the terms and conditions of this Addendum shall prevail.
2. Seller and Buyer acknowledge and agree that the Property is being sold in its existing, "as is" condition ("As Is"), and Seller shall not be responsible for the repair, replacement or modification of any deficiencies, malfunctions or mechanical defects on the Property or to any improvements thereon, including but not limited to the material, workmanship or mechanical components of the structures, foundations, roof, heating, plumbing, electrical or sewage system, drainage or moisture conditions, air conditioning, hot water heater, appliances, or damage by the presence of pests, mold or other organisms.
3. Seller makes no representation or warranty to Buyer, either express or implied, as to the (1) condition of the Property, (2) the zoning of the Property, or (3) the suitability of the Property for Buyer's intended use or purpose or for any other use or purpose. Seller represents and warrants that Seller will maintain and repair the Property so that the Property will be in substantially the same condition on the Possession Date as on the Effective Date of the Purchase Agreement. Seller acknowledges and agrees that selling the Property "As Is" does not relieve the Seller from applicable legal obligations to disclose any and all known material defects in the Property and the improvements thereon, if any, to Buyer. Seller shall have no obligation to correct any defect identified in Buyer's inspection, nor any defects previously disclosed by Seller.
4. **Inspections. Buyer RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS** (including Lead-Based Paint) in addition to any inspection required by Buyer's lender(s). All inspections shall be ordered by the Buyer after Acceptance of the Purchase Agreement and shall be:
  - A. At Buyer's expense (unless otherwise agreed by the parties);
  - B. Conducted by licensed, independent inspectors or qualified independent contractors selected by the Buyer.
  - C. Seller shall have water, gas, electricity, and all operable pilot lights on for Buyer's inspections. Seller must make all areas of the property available and accessible for Buyer's inspections.

If Buyer's inspections uncover any **previously undisclosed defect(s)** in the Property, **Buyer shall have 10 days beginning the day following the date of acceptance of the Purchase Agreement to either:**

1. Terminate the Purchase Agreement by Mutual Release and Earnest Money shall be promptly returned to Buyer. If requested, Buyer must provide the inspection report or relevant parts thereof to the Seller; **OR**
2. Waive such defect(s) and the transaction shall proceed toward closing.

If the Buyer does not terminate the Agreement in writing or request additional time to respond within the specified time period, the Property shall be deemed acceptable.

5. **An Inspection Response by Buyer requesting credits or repairs in violation of this "As Is" Addendum shall allow Seller to terminate the Purchase Agreement by serving a Notice of Termination to Buyer and Earnest Money shall be promptly returned to Buyer.**

**277 N Plum St, Clinton, In 47842**

(Property Address)

**Page 1 of 2 ("As Is" Addendum to Purchase Agreement)**

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Property address (number and street, city, state, and ZIP code)

277 N Plum St, Clinton, In 47842

2. ROOF	YES	NO	DO NOT KNOW
Age, if known <u>58</u> Years			
Does the roof leak?		X	
Is there present damage to the roof?		X	
Is there more than one layer of shingles on the house?			X
If yes, how many layers?			
3. HAZARDOUS CONDITIONS	YES	NO	DO NOT KNOW
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?		X	
Is there any contamination caused by the manufacture or a controlled substance on the property that has not been certified as decontaminated by an inspector approved under IC 13-14-1-15?		X	
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?		X	
Explain:			
E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS: (Use additional pages, if necessary)			

4. OTHER DISCLOSURES	YES	NO	DO NOT KNOW
Do structures have aluminum wiring?			X
Are there any foundation problems with the structures?		X	
Are there any encroachments?		X	
Are there any violations of zoning, building codes, or restrictive covenants?		X	
Is the present use of non-conforming use? Explain:		X	
Is the access to your property via a private road?		X	
Is the access to your property via a public road?		X	
Is the access to your property via an easement?		X	
Have you received any notices by any governmental or quasi-governmental agencies affecting this property?		X	
Are there any structural problems with the building?		X	
Have any substantial additions or alterations been made without a required building permit?		X	
Are there moisture and/or water problems in the basement, crawl space area, or any other area?	X		
Is there any damage due to wind, flood, termites, or rodents?		X	
Have any structures been treated for wood destroying insects?		X	
Are the furnace/woodstove/chimney/flue all in working order?	X		
Is the property in a flood plain?		X	
Do you currently pay for flood insurance?		X	
Does the property contain underground storage tank(s)?		X	
Is the homeowner a licensed real estate salesperson or broker?		X	
Is there any threatened or existing litigation regarding the property?		X	
Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?		X	
Is the property located within one (1) mile of an airport?		X	

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller <u>Paula Hamerel-Patton</u>	Date (mm/dd/yy) <u>8-15-2024</u>	Signature of Buyer	Date (mm/dd/yy)
Signature of Seller <u>Matthew York</u>	Date (mm/dd/yy) <u>8/15/24</u>	Signature of Buyer	Date (mm/dd/yy)
The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.			
Signature of Seller (at closing)	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)



FORM #03.



Property address (number and street, city, state, and ZIP code)

277 N Plum St, Clinton, In 47842

2. ROOF	YES	NO	DO NOT KNOW
Age, if known _____ Years			
Does the roof leak?		X	
Is there present damage to the roof?		X	
Is there more than one layer of shingles on the house?			X
If yes, how many layers?			
<b>3. HAZARDOUS CONDITIONS</b>			
YES	NO	DO NOT KNOW	
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?		X	
Is there any contamination caused by the manufacture or a controlled substance on the property that has not been certified as decontaminated by an inspector approved under IC 13-14-1-15?		X	
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?		X	
Explain:			
<b>E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS:</b> (Use additional pages, if necessary)			

4. OTHER DISCLOSURES	YES	NO	DO NOT KNOW
Do structures have aluminum wiring?			X
Are there any foundation problems with the structures?		X	
Are there any encroachments?		X	
Are there any violations of zoning, building codes, or restrictive covenants?		X	
Is the present use of non-conforming use? Explain:		X	
Is the access to your property via a private road?		X	
Is the access to your property via a public road?		X	
Is the access to your property via an easement?		X	
Have you received any notices by any governmental or quasi-governmental agencies affecting this property?		X	
Are there any structural problems with the building?		X	
Have any substantial additions or alterations been made without a required building permit?		X	
Are there moisture and/or water problems in the basement, crawl space area, or any other area?	X		
Is there any damage due to wind, flood, termites, or rodents?		X	
Have any structures been treated for wood destroying insects?		X	
Are the furnace/woodstove/chimney/flue all in working order?	X		
Is the property in a flood plain?		X	
Do you currently pay for flood insurance?		X	
Does the property contain underground storage tank(s)?		X	
Is the homeowner a licensed real estate salesperson or broker?		X	
Is there any threatened or existing litigation regarding the property?		X	
Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?		X	
Is the property located within one (1) mile of an airport?		X	

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller <i>Paula Hamerel-Patton</i>	Date (mm/dd/yy) 8-15-2024	Signature of Buyer	Date (mm/dd/yy)
Signature of Seller <i>Matthew York</i>	Date (mm/dd/yy) 8/15/24	Signature of Buyer	Date (mm/dd/yy)
The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.			
Signature of Seller (at closing)	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)



FORM #03.

