

AGREEMENT TO PURCHASE REAL ESTATE

TO: ANDREW W. & VIRGINIA WILBUR

DATED: September 21, 2021

The undersigned (herein called "Buyer") offers to purchase upon the terms and conditions set forth below, the following described real estate situate in DeKalb County, State of Indiana, whose description is:

A part of lots numbered 16 and 25 in the Original Plat of the town now city of Auburn, described as follows: Commencing at a point on the south line of lot No. 16 aforesaid 43 feet and 3 inches east of the southwest corner of said lot; thence running east on the south line of said lots 16 and 25, 53 feet to a point 26 feet east of the southwest corner of said lot No. 25; thence north parallel with the west line of said lot 25 to a point 60 feet directly south of the north line of said lot No. 25; thence west 53 feet parallel with the north line of said lots No. 25 and 16 to a point directly south 60 feet from the north line of said lot No. 16, being 43 feet and 3 inches directly east of the west line of said lot No. 16; thence south parallel with the said west line of said lot No. 16 to the south line of said Lot No. 16, being the place of beginning.

Parcel ID: 18-06-29-379-007

Address: 116 W. 5th St., Auburn, IN 46706

And

Parcel ID: 18-06-29-379-008

Address: W. 5th St., Auburn, IN 46706

TERMS AND CONDITIONS

The terms and conditions of this Agreement are as follows:

1. Purchase Price of Terms. The Purchase Price shall be \$75,000.00. Cash. The entire Purchase Price shall be paid in cash.
2. Taxes and Assessments. Taxes shall be prorated to date of closing then Buyer shall assume and pay the taxes upon the Real Estate due and payable in 2022, 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. Seller shall deliver possession of the real estate to the Buyer on or before October 31, 2021.

4. Use. Buyer executes this Agreement subject to the present use permitted by the appropriate Plan Commission or other governing authority.
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 and officers or shareholders, if applicable. If this offer is not accepted in writing on or before 14 days from the date hereof, it shall then expire and all earnest money shall be returned to Buyer without delay.
6. Survey. In the event that a survey is required, it shall be assumed by and be the expense of Buyer.
7. Title Evidence. Buyer shall have the sole responsibility for providing for itself evidence of title to the subject real estate including any lien search. Additionally, the Buyer shall be responsible for the preparation and cost of a Warranty Deed to the subject real estate.
8. Closing. This transaction shall be closed as soon as title to the real estate meets necessary legal requirements and is in compliance with the provisions of Paragraph One of this Agreement. At closing, Buyer shall make payment of the purchase price as above provided and Seller shall deliver to Buyer proper evidence of conveyance which shall include a Closing Affidavit and a General Warranty Deed. Seller shall assume the risk of loss or damage to the real estate and all improvements thereon until the delivery of the instrument of conveyance. In the event the real estate and all improvements thereon cannot be conveyed or contracted to be conveyed to Buyer in substantially their present condition, usual wear and tear expected, this Agreement, at Buyer's election, shall not be binding upon Buyer and all earnest money deposited hereunder shall be returned to Buyer without delay. **All closing costs shall be divided equally between the parties.**
9. Buyers Mailing Address for Tax Statements. Buyer certifies that the real estate property tax statements should be mailed to:
Name: THE CITY OF AUBURN, INDIANA
Address*: 210 E. 9th St., P.O. Box 506
Auburn, IN 46706
10. 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.
11. Other Terms. Seller acknowledges receipt of the above earnest money to be applied according to the terms of the contract. Said purchase is subject to approval by the appropriate City of Auburn governing authority.

BUYER: MUNICIPAL CITY OF AUBURN

BY: 
MICHAEL D. LEY, Mayor

ATTEST:

BY: 
PATRICIA MILLER, Clerk-Treasurer

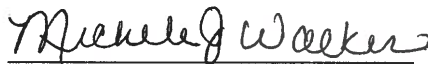
Address: P.O. Box 506
Auburn, IN 46706

Phone: 260-925-5430

ACCEPTANCE BY SELLER

Dated: _____, 2021

VIRGINIA P. WILBUR ESTATE

By: 

MICHELE J. WALKER
Co-Personal Representative
Address: 380 E. 19th St., Apt. 2
Auburn, IN 46706
Phone: 260-908-4593

By: 

KEVIN D. WILBUR
Co-Personal Representative
Phone: 260-570-5943

This instrument was prepared by W. Erik Weber, Auburn City Attorney, Mefford, Weber and Blythe, A Professional Corporation, 130 East Seventh Street, Auburn, Indiana, 46706-1839, (260) 925-2300.