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REAL ESTATE OPTION AGREEMENT

THIS REAL ESTATE OPTION AGREEMENT is made this _____ day of _____, 20_____, between _____ SELLER, whose mailing address is _____

and _____ BUYER, whose mailing address is _____.

In consideration of the non-refundable sum of _____ Dollars (\$_____), paid by Buyer to Seller, receipt whereof is hereby acknowledged, Seller hereby grants, bargains, and sells to Buyer, the exclusive option (the "Option") to purchase the real estate (including the improvements located on it), commonly known as _____ in the city or town of _____, in the County of _____. Indiana, more particularly described as follows:

THIS AGREEMENT is subject to the following additional terms and conditions:

1. Unless exercised prior thereto, the Option shall expire on the _____ day of _____, 20_____, at 5:00 p.m. (local time).

2. Buyer may exercise the Option by giving notice to Seller before expiration of the Option. Any notice provided under this Agreement shall be in writing and given to the other party at the party's address set forth above, or at such other address as a party may designate in a notice. Notice shall be deemed given when (a) personal service of the notice is made on the party to be notified. (b) the notice is mailed to the party to be notified by certified or registered U.S. mail, return receipt requested, postage prepaid; or (c) the notice is sent to the party to be notified by express courier, or such other similar carrier guaranteeing next day delivery; or (d) by e-mail or facsimile transmission, showing date and time of delivery. Refusal by a party to accept delivery of a notice (whether by mail or otherwise) cannot defeat the giving of a notice.

3. Simultaneously with the signing of this Agreement, both Buyer and Seller shall complete and initial each page thereof, of an appropriate form of real estate purchase agreement containing provisions, terms and conditions applicable to the actual sale and purchase of the real estate. That real estate purchase agreement is incorporated into this Agreement. Unless a real estate purchase agreement is so initialed by the parties and attached to this Agreement, this Agreement shall be incomplete and of no effect. Upon timely exercise of the Option, the terms of the attached agreement incorporated herein become effective.

4. If the real estate purchase agreement required above requires a deposit of earnest money from Buyer, such earnest money shall accompany the notice of exercise of the Option. Deposit of earnest money with a third party (as may be permitted by such agreements to purchase) shall satisfy this earnest money requirement.

5. This Agreement may not be assigned by Buyer.

6. All sums paid hereunder shall be credited against the purchase price if the Option is timely exercised.

7. This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, personal representatives and successors of Seller and of Buyer.

8. If any term of the attached purchase agreement conflicts with a term of this Agreement, the terms of this Agreement shall prevail.

9. This Agreement may not be altered or amended except by a writing signed by all parties hereto.

10. ADDITIONAL COVENANTS:

IN WITNESS WHEREOF the Seller and Buyer have executed this Agreement in duplicate on this _____ day of _____, 20_____.

BUYER

SELLER

STATE OF _____ COUNTY OF _____ SS:

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 20_____, personally appeared: _____ and also appeared _____ and each acknowledged the execution of the foregoing Real Estate Option Agreement to be his/her/their/its voluntary act and deed.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires: _____ Signature _____ Resident _____ County Printed _____ Notary Public

STATE OF _____ COUNTY OF _____ SS:

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 20_____, personally appeared: _____ and also appeared _____ and each acknowledged the execution of the foregoing Real Estate Option Agreement to be his/her/their/its voluntary act and deed.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires: _____ Signature _____ Resident _____ County Printed _____ Notary Public

This instrument prepared by _____, Attorney at Law
MAIL TO:



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I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.
