



**BUY/SELL AGREEMENT**

THIS BUY/SELL AGREEMENT made this 14<sup>th</sup> day of April, 2026, by and between the undersigned, Glenn J. Hentz, as to a 1/3 interest, Anthony D. Hentz, as to a 1/3 interest, and Matthew J. Hentz, as to a 1/3 interest, hereinafter called the “Seller”, and \_\_\_\_\_ of

\_\_\_\_\_  
*[please note whether husband and wife, married, single, partnership, corporation, etc]*, hereinafter called the “Buyer”. The Buyer hereby offers to buy the Property commonly described as 62 Ski Hill Rd, Ogden Dunes IN 46368, Parcel 64-02-35-126-018.000-017 and legally described in the attached Exhibit A, subject to any existing building and use restrictions, zoning ordinances and easements, if any, according to the following terms:

1. The full purchase price of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) shall be paid upon execution and delivery of signed Deed by Seller by bank money order, cashier’s check or wire transfer of immediately available funds. In addition to, and above the purchase price, the Buyer agrees to pay the Buyer’s Premium fee of *(dollars)* \_\_\_\_\_. The Buyer’s Premium shall be a minimum of one thousand dollars (\$1,000.00) or ten percent (10%) of the purchase price, whichever is greater. The Buyer’s Premium shall be paid to the Auction Company by means of cashier’s check or wire transfer of immediately available funds at the closing. Personal or company checks will not be accepted as payment at the closing.
2. The Sale of the Property shall be closed within ten (10) days after all necessary papers are ready, but not later than May 14, 2026. If the closing of the sale is delayed by reasons of delays in the title work, or by title defects which can be readily corrected, a further period of thirty (30) days shall be allowed for closing. The Buyer acknowledges receipt prior to the Auction Sale of a copy of a Commitment for Title Insurance respecting the subject real Property issued through Meridian Title Corporation, LaPorte Office, 1000 W. State Rd 2, LaPorte, IN 46350, dated January 30, 2026, and agrees that if further Commitment for Title Insurance brought current, as provided hereinabove, contains no different or additional material requirements or exceptions, the same shall be accepted by the Buyer, without objection or exception by the Buyer, as evidencing marketable title.
3. Seller warrants that the property will be transferred free and clear of all liens of record prior to the date of closing unless otherwise excepted. Exceptions: None
4. Possession will be given to Buyer at closing. Exceptions: None
5. **Acceptance of Premises.** Buyer acknowledges that they have made their own independent investigation with respect to the Property and its condition, including, but not limited to, zoning, governmental permits/approvals, and/or any environmental concerns and agrees to accept the Property in its present condition. The Property is being sold to the Buyer “AS IS, WHERE IS”. The Buyer acknowledges and agrees that the Seller and the Auction Company make no representation or warranty as to the condition of the Property, including building improvements and fixtures, mechanical systems, well and septic systems, environmental conditions, and the Seller and the Auction Company assume no responsibility as to compliance of the Property with any laws or regulations, federal, state or local.

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

6. All improvements and appurtenances now on the Property are included in the sale. Exceptions: None
7. All Property improvements are sold "AS IS" with no warranties of any type. Any repairs or improvements which must be made are the responsibility of the Buyer. Buyer represents and warrants to Seller that Buyer has had the opportunity to inspect to their satisfaction, the entire Property, including, but not limited to, structural, plumbing, heating, electrical and mechanical components of the Property, and, Buyer agrees to accept the Property in its present "AS IS" condition, with no warranties concerning its condition or permitted use. Buyer acknowledges that the Property may require repairs, maintenance or refurbishing which shall be the responsibility and cost of the Buyer.
8. Buyer acknowledges that Buyer has had the opportunity to investigate to their satisfaction, the zoning classification of the Property and any other matters of interest pertinent to the Property, including, without limitation, its environmental condition and history. Buyer agrees to purchase the property "AS IS", subject to current zoning restrictions, easements of record, and environmental condition. Acceptable rezoning, special use permits, specific uses, and environmental reports are not a contingency or condition of the sale of Real Estate.
9. Buyer acknowledges that the Auction Company is an agent for the seller and having received a copy of and having had the opportunity to review the Disclosure Regarding Real Estate Agency Relationships, see attached Exhibit B.
10. 2025 property taxes and prior will be paid for by the Seller. 2026 property taxes and after will be paid for by the Buyer. Any special assessment installments, water bills, or HOA/condo association fees currently due will be paid by the seller at the closing. The Buyer will assume or pay any assessment balance, water bills, or HOA/condo association fees balance, if applicable, which remains after the Seller pays their portion as stated above. Exceptions: None
11. A standard ALTA owners policy of Title Insurance in the amount of the purchase price shall be furnished to the Buyer at the Seller's expense. Any mortgage title policies or additional specific endorsements desired by the Buyer shall be at their cost and obligation. The inability to obtain specific endorsements by the Buyer shall not be a contingency of the sale of Real Estate.
12. Buyer acknowledges that no new survey has been conducted. Any surveys desired or required by the Buyer shall be at their own responsibility and cost and are not a contingency of the sale of Real Estate. Exceptions: None
13. The closing will be held at Meridian Title Corporation, LaPorte Office, 1000 W. State Rd 2, LaPorte, IN 46350. Closing fees charged by the title company up to One Thousand Five Hundred Dollars (\$1,500.00) will be divided evenly between the Buyer and the Seller, payable at closing. At closing Seller will pay for issuance of the title insurance policy referenced above.
14. Seller reserves the right to convert this transaction to an exchange pursuant to Internal Revenue Code section 1031. Buyer agrees to cooperate with Seller and shall execute an Assignment Agreement and any other documents reasonably requested by Seller at no additional cost or liability to Buyer.

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

15. Buyer hereby deposits (*greater of \$5,000 or 10% of the purchase price*) Dollars (\$ \_\_\_\_\_) as valuable consideration evidencing Buyer's good faith to be held in escrow by the Auction Company and to be applied to the purchase price. In the event of default by the Buyer, all deposits made hereunder may be forfeited as liquidated damages, or alternatively, at Seller's election, the Seller may retain such deposit as part of the payment of the purchase price and pursue any legal or equitable remedies against the Buyer. In the event of default by the Buyer, Buyer agrees to relinquish all deposits. In the event of default by the Seller or if Seller is unable to deliver free and clear, unencumbered title, unless specifically excepted in Paragraph 3, Buyer shall be entitled to return of their deposit with no further remedy. The ability to obtain financing is NOT a contingency of the sale of Real Estate. Good faith deposit is due in possession of the Auction Company within 2 business days of the conclusion of the Auction. [Method of Payment: Cashier's check/wire transfer]
16. Binding Effect. This agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, and their respective heirs, personal representatives, successors and assigns.
17. Time is of the essence regarding this contract; except that Seller may waive this provision for the purpose of curing title defects.
18. Seller agrees to pay the Auctioneer commission and expenses as stated in the Employment Agreement dated December 9, 2025, between the Auction Company and Seller.
19. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, supersedes all prior agreements or negotiations between such parties, and may be amended, supplemented or changed only by an agreement in writing which makes specific reference hereto and which is signed by the party against whom enforcement of any such amendment, supplement or modification is sought.
20. Buyer agrees that the Auction Company will have 10 business days from the date of the auction to secure execution of this Agreement from the Seller. EXCEPTIONS: None
21. Buyer acknowledges having received and inspected a copy of the Seller's Disclosure Statement, see attached Exhibit C and agrees to purchase property "AS IS".
22. If the Property includes one or more residential dwellings used or occupied, or intended to be used or occupied, as the home or residence of one or more persons, Buyer acknowledges that Seller has provided to Buyer a copy of the current form of lead paint hazard information pamphlet prepared by the United States Environmental Protection Agency ("USEPA"). In addition, Seller has disclosed to Buyer the presence of any known lead-based paint hazards and provided any available lead hazard evaluation report to Buyer. Buyer acknowledges that Buyer has had the opportunity to inspect the Property for any lead-based paint hazard and agrees to take title subject to any such hazard. Attached as Exhibit D to this Contract is the statement required by applicable laws and regulations to be attached to a contract for sale of residential real estate constructed prior to 1978.

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

In witness whereof, the parties have signed this agreement as of the date and year first above written.

**BUYER'S SIGNATURE** \_\_\_\_\_ Dated \_\_\_\_\_

BUYER'S PRINTED NAME \_\_\_\_\_ Dated \_\_\_\_\_

**BUYER'S SIGNATURE** \_\_\_\_\_ Dated \_\_\_\_\_

BUYER'S PRINTED NAME \_\_\_\_\_ Dated \_\_\_\_\_

BUYER'S ADDRESS \_\_\_\_\_

BUYER'S DAYTIME TELEPHONE (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**SELLER'S ACCEPTANCE:**

The above offer is hereby accepted.

**SELLER'S SIGNATURE** \_\_\_\_\_ Dated \_\_\_\_\_

SELLER'S PRINTED NAME \_\_\_\_\_ Dated \_\_\_\_\_

**SELLER'S SIGNATURE** \_\_\_\_\_ Dated \_\_\_\_\_

SELLER'S PRINTED NAME \_\_\_\_\_ Dated \_\_\_\_\_

SELLER'S ADDRESS \_\_\_\_\_

SELLER'S TELEPHONE (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

**EXHIBIT A**

Lot 329 in Ogden Dunes Third Subdivision, in the Town of Ogden Dunes, Porter County, Indiana, as shown on Plat Book 1, page 168, in the Recorder's Office of Porter County, Indiana.

**Cressy & Everett Real Estate**

**INDIANA Disclosure Regarding Real Estate Agency Relationships**

**Consumer Agency Disclosure.** Indiana law (I.C. 25-34.1-10-9.5) provides that a Licensee has an agency relationship with, and is representing, the individual with whom the Licensee is working unless (1) there is a written agreement to the contrary; or (2) the Licensee is merely assisting the individual as a customer without compensation.

**Seller's Agent**

Your Cressy & Everett sales associate represents the interests of the Seller as a Seller's agent to sell the Property and owes duties of trust, loyalty, confidentiality, accounting and disclosure to the Seller. However, the sales associate must deal honestly with a buyer and disclose information to the buyer about the Property. All representations made by the sales associate about the Property are made as the agent of the Seller. Seller is further advised that the Property may be sold with the assistance of other sales associates working as buyer agents and that Cressy & Everett's company policy is to cooperate with and compensate buyer agents. Buyer agents are sales associates who show the Property to prospective buyers, but who represent only the interests of the buyer. Buyer agents owe duties of trust, loyalty, confidentiality, accounting and disclosure to buyers. All representations made by buyer agents about the Property are not made as the agent of the Seller.

**Buyer's Agent**

Your Cressy & Everett sales associate represents the interests of the Buyer as a Buyer's agent when showing another company's listing. Your sales associate owes duties of trust, loyalty, confidentiality, accounting and disclosure to the Buyer. However, your sales associate must deal honestly with a seller. All representations made by the sales associate are made as the agent of the Buyer.

**Limited Agency Disclosure/Authorization.**

**Seller's Agent/Limited Agency.** Your Cressy & Everett associate or the principal or managing broker may personally represent a buyer as a buyer's agent. If such a Buyer wishes to see your property listed by Cressy & Everett, then your Cressy & Everett associate becomes a Limited Agent and has agency duties to both Seller and Buyer which may be different or even adverse.

**Buyer's Agent/Limited Agency.** Your Cressy & Everett associate or the principal or managing broker may personally represent a seller as a seller's agent in the case of a property listed with Cressy & Everett. If you wish to see this property, your sales associate would by law, become a Limited Agent and have agency duties to both Buyer and Seller which may be different or even adverse.

If limited agency arises, Licensee **shall not disclose** the following without the informed consent, in writing, of both Seller and Buyer:

- (a) Any material or confidential information, except adverse material facts or risks actually known by Licensee concerning the physical condition of the Property and facts required by statute, rule, or regulation to be disclosed and that could not be discovered by a reasonable and timely inspection of the Property by the parties.
- (b) That a Buyer will pay more than the offered purchase price for the Property.
- (c) That Seller will accept less than the listed price for the Property.
- (d) Other terms that would create a contractual advantage for one party over another party.
- (e) What motivates a party to buy or sell the Property.

In a limited agency situation, the parties agree that there will be no imputation of knowledge or information between any party and the limited agent or among Licensees.

**Required Duties Disclosure.**

Indiana law (I.C. 25-34.1-1-10-9.5) provides that a Licensee must perform at least the following duties for the Seller or Buyer:

- (1) Be available to receive and timely present offers and counteroffers for the property
- (2) Assist in negotiating, completing real estate forms, communicating, and timely presenting offers, counteroffers, notices, and various addenda relating to the offers and counteroffers until:
  - (A) a purchase agreement is signed; and
  - (B) all contingencies are satisfied or waived.
- (3) Timely respond to questions relating to offers, counteroffers, notices, various addenda, and contingencies pertaining to the subject property.

If a Licensee fails to perform the above duties, and another Licensee performs those duties on behalf of or at the request of the Seller, than the performance of those duties by the other Licensee does not constitute an agency relationship. Further, a Licensee may lawfully perform duties in addition to those set forth above on behalf of or at the request of the Seller.

A Licensee's duties in a real estate transaction set forth in this office policy do not relieve the Seller from the responsibility to protect his/her own interests. The Seller should carefully read all documents to assure they adequately reflect the Seller's understanding of the transaction. If legal, tax or other expert advice is desired, the Seller should consult a qualified professional.

**Code of Ethics and Standards of Practice Disclosure.**

The Code of Ethics and Standards of Practice of the NATIONAL ASSOCIATION OF REALTORS® provides that REALTORS® must advise clients of the REALTOR®'S company cooperative compensation policies and the possibility that sellers or sellers' representatives may not treat the existence, terms, or conditions of offers as confidential unless confidentiality is required by law, regulation, or by any confidentiality agreement between the parties. Further, if a seller has approved disclosure of the existence of multiple offers on the property, REALTORS® shall also disclose whether offers were obtained by the listing licensee, another licensee in the listing firm, or by a cooperating broker when asked.

**Agency Disclosure**

REALTOR hereby discloses the following relationship (Check all that apply.)

Buyer's Agent     Limited Agent     Seller's Agent     None of the Above

By signing below, Seller or Buyer acknowledges that Limited Agency Authorization has been read and understood. Seller or Buyer understands that Seller does not have to consent to Licensee(s) acting as limited agent(s), but gives informed consent voluntarily to limited agency and waives any claims, damages, losses, expenses, including attorneys' fees and costs, against Licensee(s) arising from Licensee's(s') role of limited agent(s).

**Acknowledgement of Additional Cressy and Everett Home Services**

**Relocation Service** provided for moves across town or out of the area. Ask your Cressy and Everett associate for details.

**Broker Administrative Commission:** BAC is a nominal fee charged at closing of \$ **295** . This is a fee implemented as a result of increased responsibility for documenting, processing, copying, storing, shredding and retrieving industry related paperwork.

By signing below, the parties confirm that they have received and read the information in this document and that this form was provided to them before the disclosure of any confidential information specific to the potential seller or buyers. **THIS IS NOT A CONTRACT.** The undersigned  Does  Does Not have an agency relationship with any other real estate licensee. If any agency relationship exists, the undersigned is represented as a  Seller  Buyer. **Cooperative listing with LASTBIDrealestate.com to sell property by auction.**

Buyer	<input type="text"/>	Date	Buyer	<input type="text"/>	Date
Seller	<input type="text"/>	Date	Seller	<input type="text"/>	Date
Broker - Licensee	<input type="text"/>	Date			
	<input type="text"/>				

**Property Address (Purchased or Listed)** 62 Ski Hill Rd, Ogden Dunes, IN 46368



**SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE**

State Form 46234 (R8 / 7-25)

Date (month, day, year)

2/16/2026



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

62 SKI Hill ROAD Ogden Dunes Indiana 46368

Seller states that the information contained in this Disclosure is correct to the best of Seller's **CURRENT ACTUAL KNOWLEDGE** as of the above date. The prospective buyer and the owner may wish to obtain professional advice or inspections of the property and provide for appropriate provisions in a contract between them concerning any advice, inspections, defects, or warranties obtained on the property. The following information is not the representations of the real estate broker, if any. The form applies to residential real estate and purchases. Also, Indiana law (IC 32-21-5) generally requires sellers of 1-4-unit residential property to complete this form regarding the known physical condition of the property. IC 32-21-5-1(b) states that this form is **not** required for:

1. Transfers ordered by a court, including transfers:
  - A. in the administration of an estate;
  - B. by foreclosure sale;
  - C. by a trustee in bankruptcy;
  - D. by eminent domain;
  - E. from a decree of specific performance;
  - F. from a decree of divorce; or
  - G. from a property settlement agreement.
2. Transfers by a mortgagee who has acquired the real estate at a sale conducted under a foreclosure decree or who has acquired the real estate by a deed in lieu of foreclosure.
3. Transfers by a fiduciary in the course of the administration of the decedent's estate, guardianship, conservatorship, or trust.
4. Transfers made from at least one (1) co-owner solely to at least one (1) other co-owner.
5. Transfers made solely to any combination of a spouse or an individual in the lineal line of consanguinity of at least one (1) of the transferors.
6. Transfers made because of the record owner's failure to pay any federal, state, or local taxes.
7. Transfers to or from any governmental entity.
8. Transfers involving the first sale of a dwelling that has not been inhabited.
9. Transfers to a living trust.

**Purpose of Disclosure Form:** Completion of this form shall satisfy the requirements of IC 32-21-5-7 that mandates the seller's disclosure of conditions relevant to the listed property. This disclosure is based on the Seller's current knowledge of the property's conditions and the improvements thereon, however that knowledge was gained. This disclosure form shall not be a warranty by the Seller and shall not be used as a substitute for an inspection or warranty that the purchaser may wish to obtain. This form is a statement of the conditions and other information about the property known by the Seller. The representations in this form are the representations of the owner and are not the representations of the agent, if any. This information is for disclosure only and is not intended to be part of any contract between the Buyer and the Seller. The Seller must complete and sign the disclosure form and submit the form to a prospective buyer before an offer is accepted for the sale of the property. The Buyer is encouraged to obtain his or her own professional inspections of this property. A Buyer may not invalidate a real estate transaction or a contract to purchase real estate due to the Buyer's failure to sign a Seller's disclosure form that has been received or acknowledged by the Buyer.

**Instructions to the Seller(s):** (1) Answer every question truthfully. (2) Report all known conditions affecting the property, regardless of how you know about them or when you learned. (3) Attach additional pages, if necessary, with your signature and the date and time of signing. (4) Complete this form yourself. (5) If an item does not apply to your property or is rented, mark "not applicable/rented." (6) If you truthfully do not know the answer to a question, mark "unknown." (7) If you learn any fact prior to closing that changes one or more of your answers to this form after you have completed and submitted it, immediately notify any potential buyer of the change in writing.

**NOTE: "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.**

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 broker, 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	Date (mm / dd / yyyy)	Signature of Buyer	Date (mm / dd / yyyy)
Signature of Seller	Date (mm / dd / yyyy)	Signature of Buyer	Date (mm / dd / yyyy)
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 / yyyy)	Signature of Seller (at closing)	Date (mm / dd / yyyy)

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

62 Ski Hill Road Ogden Jones Indiana 46368

1. The following are in the conditions indicated:									
A. APPLIANCES	Not Applicable / Rented	Defective	Not Defective	Unknown	C. WATER & SEWER SYSTEM	Not Applicable / Rented	Defective	Not Defective	Unknown
Built-in Vacuum System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cistern	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Clothes Dryer	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Septic Field / Bed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Clothes Washer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Septic & Holding Tank / Septic Mound	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Hot Tub	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Plumbing	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Freezer	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Aerator System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Gas Grill	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sump Pump	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hood	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Irrigation Systems	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Microwave Oven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water Heater / Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Oven	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water Heater / Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Range	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water Heater / Solar	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water Purifier	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Room Air Conditioner(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water Softener	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash Compactor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Well	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TV Antenna / Dish	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Geothermal and Heat Pump	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other Sewer System (Explain)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>B. ELECTRICAL SYSTEM</b>	<b>Not Applicable / Rented</b>	<b>Defective</b>	<b>Not Defective</b>	<b>Unknown</b>	Swimming Pool & Pool Equipment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Security Systems(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>					
Ceiling Fan(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>					
Garage Door Opener / Controls	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>					
Inside Telephone Wiring and Blocks / Jacks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>					
Light Fixtures	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>					
Sauna	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Smoke / Fire Alarms	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>					
Carbon Monoxide Detectors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>					
Switches and Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>					
Vent Fan(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>					
<input type="checkbox"/> 60 <input checked="" type="checkbox"/> 100 <input type="checkbox"/> 200 Amp Service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Generator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					

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 broker, 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	Date (mm / dd / yyyy)	Signature of Buyer	Date (mm / dd / yyyy)
Signature of Seller	Date (mm / dd / yyyy)	Signature of Buyer	Date (mm / dd / yyyy)
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 / yyyy)	Signature of Seller (at closing)	Date (mm / dd / yyyy)

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

62 SKI HILL ROAD Ogden Dunes Indiana 46368

D. HEATING & COOLING SYSTEM	Not Applicable / Rented	Defective	Not Defective	Unknown
Attic Fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Boiler / Radiator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Central Air Conditioning	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electric Heat Pump	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Furnace Heat / Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Furnace Heat / Electric	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Geothermal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Solar House-Heating	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Woodburning Stove	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fireplace	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fireplace Insert	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Air Cleaner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Humidifier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Propane Tank	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Heating Source	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. ROOF	Yes	No	Unknown
Age, if known: <u>3</u> Years.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the roof leak?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is there present damage to the roof?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is there more than one layer of shingles on the house?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, how many layers? _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. WATER HEATER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Age, if known: <u>8</u> Years.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. FURNACE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Age, if known: <u>3</u> Years.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. CENTRAL AIR CONDITIONING	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Age, if known: <u>3</u> Years.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. HAZARDOUS CONDITIONS	Yes	No	Unknown
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is there contamination caused by the manufacture of a controlled substance on the property that has not been certified as decontaminated by an inspector approved under IC 15-19-3.1?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Explain:			

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 broker, 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	Date (mm / dd / yyyy)	Signature of Buyer	Date (mm / dd / yyyy)
Signature of Seller	Date (mm / dd / yyyy)	Signature of Buyer	Date (mm / dd / yyyy)

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 / yyyy)	Signature of Seller (at closing)	Date (mm / dd / yyyy)

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

62 SK: Hill Road Ogden Dunes Indiana 46368

7. OTHER DISCLOSURES	Yes	No	Unknown
Do structures have aluminum wiring?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are there any foundation problems with the structures?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are there any encroachments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are there any violations of zoning, building codes, or restrictive covenants?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does the property have a shared driveway with another property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the property subject to covenants, conditions and / or restrictions of a homeowner's association?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is the property subject to a homeowner's association assessment? If yes, what is the current amount?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is this property located within a locally designated historic district under IC 36-7-11?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is the present use a non-conforming use? Explain: <i>Property has always been residential use</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the access to your property via a private road?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the access to your property via a public road?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the access to your property via an easement?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Have you received any notices by any governmental or quasi-governmental agencies affecting this property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are there any structural problems with the building?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Have any substantial additions or alterations been made without a required building permit?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are there moisture and/or water problems in the basement, crawl space area, or any other area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is there any damage due to wind, flood, termites or rodents?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Have any structures been treated for wood destroying insects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is the property or a portion of the property located within a community's flood plain boundaries, as indicated in a Federal Emergency Management Agency Flood Insurance Rate Map? See <a href="https://msc.fema.gov/portal/home">https://msc.fema.gov/portal/home</a> .	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Do you currently pay flood insurance?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is the property located near a military installation, within a state area of interest ((as defined in IC 36-7-30.2-6) and may be impacted to some degree by the effects of the installation's military operations? If yes, local laws may restrict use and development of the property to promote compatibility with military installation operation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Does the property contain underground storage tank(s)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the homeowner a licensed real estate broker?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is there any threatened or existing litigation regarding the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the Owner subject to the Foreign Investment in Real Property Tax Act? See <a href="http://www.irs.gov/publications/p515/index.html">http://www.irs.gov/publications/p515/index.html</a> .	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the property located within one (1) mile of an airport?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the property subject to a conservation easement as defined in IC 32-23-5-2?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

8. ADDITIONAL COMMENTS AND/OR EXPLANATIONS:

(Use additional pages and attach, if necessary)

*Seller has inherited property and has limited knowledge of its condition*

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 broker, 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	Date (mm / dd / yyyy)	Signature of Buyer	Date (mm / dd / yyyy)
Signature of Seller	Date (mm / dd / yyyy)	Signature of Buyer	Date (mm / dd / yyyy)
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 / yyyy)	Signature of Seller (at closing)	Date (mm / dd / yyyy)



Exhibit D  
**LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT**  
 Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards  
 (SALES)



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

1 **PROPERTY ADDRESS:** 62 Ski Hill Rd, Ogden Dunes, IN 46368  
 2 \_\_\_\_\_

3 **LEAD WARNING STATEMENT**  
 4 *Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that*  
 5 *such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead*  
 6 *poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities,*  
 7 *reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to*  
 8 *pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information*  
 9 *on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any*  
 10 *known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended*  
 11 *prior to purchase.*

13 **SELLER'S DISCLOSURE**  
 14 (a.) Presence of lead-based paint and/or lead-based paint hazards: *(check (i) or (ii) below)*  
 15  
 16 (i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): \_\_\_\_\_  
 17  
 18  
 19 (ii)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.  
 20  
 21  
 22 (b.) Records and reports available to the seller: *(check (i) or (ii) below)*  
 23 (i)  Seller has provided the buyer with all available records and reports including *Seller's Residential Real Estate Sales*  
 24 *Disclosure form*, if applicable, pertaining to lead-based paint and/or lead-based paint hazards in the housing (list and  
 25 attach documents below): \_\_\_\_\_  
 26  
 27  
 28 (ii)  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.  
 29  
 30

31 **BUYER'S ACKNOWLEDGEMENT (initial)**  
 32 (c.)  Buyer has received copies of all information listed above.  
 33 (d.)  Buyer has received the pamphlet Protect Your Family From Lead In Your Home.  
 34 (e.)  Buyer has *(check (i) or (ii) below)*:  
 35 (i)  received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for  
 36 the presence of lead-based paint and/or lead-based paint hazards;  
 37 **OR**  
 38 (ii)  waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or  
 39 lead-based paint hazards.

40 **BROKER'S ACKNOWLEDGMENT (initial)**  
 41 (f.)  Broker has informed the seller of seller's obligations under the Residential Lead-Based Paint Hazard Reduction Act  
 42 of 1992 (42 U.S.C. 4852d) and is aware of Broker's responsibility to ensure compliance.(NOTE: where the word  
 43 "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.)  
 44  
 45

62 Ski Hill Rd, Ogden Dunes, IN 46368  
 \_\_\_\_\_  
 (Property Address)

46 **CERTIFICATION OF ACCURACY**

47 The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they  
48 have provided is true and accurate.

49  
50 This *Certification* and *Acknowledgment* may be executed simultaneously or in two or more counterparts, each of which shall be  
51 deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this  
52 *Certification* and *Acknowledgment* may be transmitted between them electronically or digitally. The parties intend that  
53 electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original  
54 document shall be promptly delivered, if requested.

55 [Signature Box]  
56 [Signature Box]  
57 BUYER'S SIGNATURE DATE

[Signature Box]  
[Signature Box]  
SELLER'S SIGNATURE DATE

58  
59  
60 PRINTED

Glenn Hentz Anthony Hentz  
PRINTED

61 [Signature Box]  
62 [Signature Box]  
63 BUYER'S SIGNATURE DATE

[Signature Box]  
[Signature Box]  
SELLER'S SIGNATURE DATE

64  
65  
66 PRINTED

Matthew Hentz  
PRINTED

67 [Signature Box]  
68 [Signature Box]  
69 SELLING BROKER\* DATE

[Signature Box]  
[Signature Box]  
LISTING BROKER DATE

**\*Only required if the Buyer's Broker receives compensation from the Seller.**



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62 Ski Hill Rd, Ogden Dunes, IN 46368

(Property Address)