



Land, Recreation, or Commercial Property

LISTING CONTRACT **(Exclusive Right to Sell)**

In consideration of services to be performed by Geswein Farm & Land Realty, LLC (Broker/Company, hereinafter referred to as "Broker") for Margarite E Hodges Declaration of Revocable Trust; ("Seller"). Seller grants Broker the exclusive right and authority to sell or exchange the Property known as 00 N WAVERLY PARK RD in

Morgan County, Martinsville, Indiana, and represents that no other listing contract is now in effect.

The term of this contract begins on 7-15-2026, and expires at midnight on 1-15-2027 (the "Term"), at a List Price of \$ \$499,000.

The above list price includes the Property and all improvements and fixtures permanently installed and affixed thereto.

- A. PROPERTY INFORMATION.** In the process of marketing and selling, Broker will gather information about the property from several sources including county records, USDA, GIS, maps, written descriptions and other pertinent information from the internet. Seller grants to Broker permission to gather said information as well as photographs and videos of said property. All of this information is part of the Broker's property records and is to be used as Broker deems appropriate to sell the property.
- B. ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE.** Seller acknowledges that Listing Broker, Selling Broker and all salespersons associated with Broker are NOT experts and NO special training, knowledge or experience with regard to the evaluation or existence of possible lead-based paint, radon, mold or other biological contaminants ("Environmental Contaminants") which might exist and affect the Property might be at harmful levels or may cause property damage and serious illness, including but not limited to, allergic or respiratory problems, particularly in persons with immune system problems, young children and/or the elderly. Seller agrees to consult with appropriate experts and accepts all risks for Environmental Contaminants and releases and holds harmless all Brokers, their companies and sales associates from any and all liability, including attorney's fees and costs, arising out of or relating to any inspection, inspection result, repair, disclosed defect or deficiency affecting the Property, including Environmental Contaminants. This release shall survive closing.
- C. EXCLUSIVE LISTING.** The parties understand and agree that this is an exclusive right to sell or exchange the Property, and Broker shall be entitled to the commission hereinafter established upon the occurrence of any of the following:
1. If the Property is sold or otherwise exchanged by any party, including Seller, to any party during the Term of this contract or any renewal or extension;
 2. If at any time Seller, Broker or other real estate licensee secures a buyer ready, willing and able to purchase or otherwise acquire the Property for such price and terms as specified in this Listing Contract ("Contract"), or such other price or terms as Seller may accept;
 3. If a Purchase Agreement is entered into during the Term of this contract or any renewal or extension which is ultimately completed after the Term of this contract;
 4. if there is a default by Seller to any valid, fully executed, written agreement to sell or otherwise exchange the Property;
 5. if there is a sale or exchange of the Property within 90 days after expiration of the Term of this Contract to any party with whom during the exclusive Term of this listing Contract, the Broker, Broker's representative or Seller had negotiations or discussions relative to the sale or exchange of the Property is relisted with another licensed Broker under an exclusive listing agreement.
- Any commission required to be paid under items 1, 3 or 5 above shall be due and payable at the closing of the transaction. Any commission required to be paid under items 2 or 4 above shall be due and payable upon demand of Broker.
- If during the Term of this Contract (or any Contract renewal or extension) Seller enters into a Agreement to Purchase which provides for a closing after the Term of this contract, this Contract shall automatically be extended to coincide with the closing date.
- D. BROKER'S COMMISSION.** The commission charged by the listing Broker for services rendered is solely a matter between Broker and Seller and is not fixed, controlled, suggested, recommended or maintained by any other party. Seller has been advised of Broker's Cooperative compensation policy.



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Seller to pay in cash to Broker for services a total commission of 3 % of the selling/exchange price. Seller understands that if it becomes necessary for Broker to retain an attorney or initiate legal proceedings in order to secure payment of the commission, then, in addition to all other sums which Broker may be entitled to recover, Broker shall also be entitled to recover court costs and reasonable attorney's fees and interest until the commission is paid or collected.

E. EARNEST MONEY. Earnest money, tendered to Broker, with an accepted Purchase Agreement, shall be deposited as described in Purchase Agreement to indicated Escrow Account until the sale is closed. In the event the sale is not closed; the earnest money will be distributed pursuant to the Purchase Agreement or if there is no such Earnest Money provision in the Purchase Agreement then distribution of the Earnest Money shall be made pursuant to Indiana Law.

F. AGENCY DISCLOSURES

1. **Office Policy.** Seller acknowledges receipt of a copy of the written office policy relating to agency.
2. **Agency Relationship.** 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. Licensee (Broker) for Seller represents the interest of the Seller as Seller's agent to sell the Property. Licensee owes duties of trust, loyalty, confidentiality, accounting and disclosure to the Seller. However, Licensee must deal honestly with a buyer and disclose to the buyer information about the Property. All representations made by Licensee about the Property are made as the agent of the Seller. Seller is advised that the Property may be sold with the assistance of other Licensees working as buyer agents and that Licensee's company policy is to cooperate with and compensate buyer agents. Buyer agents are Licensees who show the Property to prospective buyers, who represent only the interests of the buyer. Buyer agents owe duties of trust, loyalty, confidentiality, accounting and disclosure to such agent's buyers. All representations made by buyer agents about the Property are not made as the agent of the Seller.
3. **Limited Agency Authorization.** A Licensee of the principal or managing broker representing the Seller may also represent Buyer as a buyer agent. If such a buyer wishes to see the Property, such Licensee has agency duties to both Seller and Buyer, and those duties may be different or even adverse. Seller knowingly consents to Licensee acting as a limited agent for such showings. 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 fact 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 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 part and the limited agent or among Licensees.

Seller acknowledges that Limited Agency Authorization has been read and understood. Seller understands that Seller does not have to consent to Licensee(s) acting as limited agent(s), but gives Seller's informed consent voluntary to such limited agency and waives any claims, damages, losses, expenses, including attorneys' fees and costs, against Licensee(s) arising from Licensee(s)' role of limited agent(s), and such informed consent is evidenced by Seller's initial to the description F3.

G. OWNERSHIP/TITLE INSURANCE CONVEYANCE

1. Seller represents that Seller has the legal capacity to convey the Property.
2. Seller agrees to furnish a satisfactory commitment for the most current and comprehensive Title Insurance Policy available issued in the name of Buyer and in the amount of the purchase price.
3. Seller agrees to provide a survey if required by the title insurer to perfect title but type of survey to be determined by Seller.
4. Seller agrees to convey Property by a general warranty deed or other acceptable deed or contract.
5. **Seller acknowledges that it is Sellers responsibility to notify any tenant of the Property in a timely fashion, in writing, per I.C. 32-31 prior to the expiration of tenancy.**



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H. SELLER AUTHORIZATION AND COOPERATION

1. Seller authorizes Broker to place a "FOR SALE" sign on Property, and to remove other such signs and upon accepted offer for the Property to place a "SOLD" sign on the Property for a reasonable period of time.
2. Seller will provide Broker with keys to be placed in a lockbox.
3. Seller authorizes Broker and cooperating brokers, buyer brokers, Brokers personal assistants, contractors, inspectors, appraisers and others necessary to market the Property to enter the Property at reasonable times. Seller acknowledges that a buyer may enter the Property with contractors, inspector or appraiser without being accompanied by Broker provided that Seller is first notified in advance of such entry.
4. Seller agrees to notify Broker of any change regarding occupancy or tenancy of the Property.
5. Seller will safeguard valuables and acknowledges that Broker is not an insurer of the Property, improvements and personal property located thereon and waives claims against Broker, Broker's authorized persons for loss and/or damage. Seller agrees to indemnify and hold harmless Broker and all authorized persons from claims by third parties and from all loss and/or damage.
6. When a tenant/lessee occupies the Property, it is Seller's responsibility to obtain consent of tenant/lessee for reasonable access by all authorized persons and the use of a key and/or lockbox.
7. Seller authorizes Broker to obtain, and authorizes Seller's lending institutions to divulge, any and all mortgage or lien information requested by the Broker.
8. Seller will provide, as required by law, a Seller's Residential Real Estate Disclosure and Lead Based Paint Disclosure form.
9. Seller agrees that maintaining the condition of the Property and related equipment is Seller's responsibility during the period of the contract and/or until buyer's possession, whichever is later.

I. FAIR HOUSING / EQUAL OPPORTUNITY. The Property shall be offered, shown and made available for sale to all persons without regard to race, color, religion, sex, national origin, handicap or familial status in accordance with all State and Federal laws, including sexual orientation or gender identity.

J. ADDITIONAL PROVISIONS AND ACKNOWLEDGEMENTS

1. This Contract contains the entire agreement and cannot be changed except by the written consent of Seller and Broker.
2. This Contract is binding upon the parties, heirs, administrators, executors, successors and assigns.
3. Broker may recommend service providers or product vendors, including lenders, loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty companies. Broker does not guarantee the performance of any service provider. Seller is free to select products and providers other than those referred or recommended to Seller by Broker.
4. Broker is not and shall not be charged with the responsibly for the custody, management, care, maintenance, protection or repair of the Property, nor for the product or custody of any personal property located thereon, unless provided for in another written agreement.
5. This Contract may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this Contract may be transmitted between them electronically or digitally. The parties intend that such signatures constitute original signature and are binding on the patties. The original document shall be promptly delivered, if requested, to the requesting party.
6. Seller consents to receive communications from Broker via telephone, U.S. mail, email, text and facsimile at the number/addresses provided to Broker unless Seller notifies Broker in writing to the contrary.
7. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C. 25-34.1-10-6-8.
8. Seller and Broker agree to submit any dispute between them to the appropriate board or real estate commission for review and arbitration.
9. Seller has read and understands this Contract and believes that the information contained herein is true and accurate, and acknowledges receipt of a copy of this Contract.
10. Seller discloses that he or she has a Real Estate License # NA.

K. MULTIPLE OFFERS. Seller X does ___ does not authorize Broker to disclose the existence of multiple offers to prospective buyers. If Seller authorized such disclosure, Seller X does ___ does not authorize the disclosure of the terms of each offer. If Seller authorizes disclosure of the existence of offers, Broker shall also disclose whether offers were obtained by the listing licensee, another licensee in the listing company or by a cooperating Broker.



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L. FURTHER CONDITIONS.

Parcel ID: 55-06-34-100-003.001-011 Approximately +/- 20 acres

DocuSigned by:

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 LICENSEE DATE
 Nicholas George
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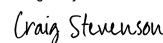
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 BROKER OR COMPANY NAME

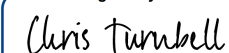
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 SELLER'S SIGNATURE DATE
 Susan Hodges DeNuccio
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 SELLER'S SIGNATURE DATE
 Kathryn L Hodges Brownell
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Signed by:

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 PRINCIPAL/MANAGING BROKER DATE
 Craig Stevenson
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 Chris Turnbull

This is a legally binding contract.
 If not understood seek legal advice.

Initials:  