



Century 21 Realty Group Muncie  
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Fax Transmittal Cover Sheet

ATTENTION: PATRICK ORR FROM: DEANIS MARLOW

FAX# \_\_\_\_\_ DATE: 03/12/07

TRANSMITTING 6 PAGES, INCLUDING COVER PAGE

SUBJECT: PURCHASE AGREEMENT SIGNED ON  
8608 W. ASHFORD

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Listing Broker (Co.) Century 21 Realty Group Muncie ( ) By Dennis Naglow ( )  
Selling Broker (Co.) ERA Eagle Real Estate, Inc. ( ) By Off HomeSelling Team ( )

PURCHASE AGREEMENT (IMPROVED PROPERTY)

1 Date: March 11, 2007

3 1. BUYER: Parker G. Winchester, Claudia D. Winchester ("Buyer")  
4 agrees to buy the following property from the owner ("Seller") for the consideration and subject to the following  
5 terms, provisions, and conditions:

7 2. PROPERTY: The property ("Property") is known as 8608 W. Ashford Lakes  
8 In Mt. Pleasant Township, Delaware County, Muncie  
9 Indiana, 47304 (zip code) legally described as: Ashford Lakes Sec. C, Lot 15

11 together with any existing permanent improvements and fixtures attached (unless leased), such as, but not limited  
12 to, electrical and/or gas fixtures, home heating fuel, heating and central air-conditioning equipment and all  
13 attachments thereto, built-in kitchen equipment, sump pump, water softener, water purifier, gas grills, fireplace  
14 inserts, gas logs and grates, central vacuum equipment, window shades/blinds, curtain rods, drapery poles and  
15 fixtures, ceiling fans and light fixtures, towel racks and bars, storm doors, windows, awnings, TV antennas, satellite  
16 dishes and controls, storage barns, all landscaping, mailbox, garage door opener with control(s) AND THE  
17 FOLLOWING: Range, Refrigerator, Water Softener, Window coverings to remain,  
18 storage shed will remain. Also built-in DW and Microwave to remain.

23 The terms of this Agreement will determine what items are included/excluded. All items sold shall be fully  
24 paid for by Seller at time of closing the transaction. Buyer should verify total square footage, land, room  
25 dimensions or community amenities if material.

27 3. PRICE: Buyer will pay the total purchase price of \$146,000.00 for the Property. If Buyer obtains an  
28 appraisal of the Property, this Agreement is contingent upon the Property appraising at no less than the agreed  
29 upon purchase price.

31 4. EARNEST MONEY: Buyer submits \$ 2500.00 @ Acceptance as earnest money which shall be applied to the  
32 purchase price. The listing broker shall deposit earnest money received into its escrow account within two (2)  
33 banking days of acceptance of this Agreement and hold it until time of closing the transaction or termination of this  
34 Agreement. If Buyer fails for any reason to submit earnest money, Seller may terminate this Agreement. Earnest  
35 money shall be returned promptly in the event this offer is not accepted. If this offer is accepted and Buyer fails or  
36 refuses to close the transaction, without legal cause, the earnest money shall be retained by Seller for damages  
37 the Seller has or will incur, and Seller retains all rights to seek other legal and equitable remedies. The Broker  
38 holding any earnest money is absolved from any responsibility to make payment to the Seller or Buyer unless the  
39 parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in 876 IAC 1-1-23  
40 (release of earnest money). Upon notification that Buyer or Seller intends not to perform, Broker holding the  
41 earnest money may release the earnest money as provided in this Agreement. If no provision is made in this  
42 Agreement, Broker may send to Buyer and Seller notice of the disbursement by certified mail. If neither Buyer  
43 nor Seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified  
44 letter, Broker may release the earnest money to the party identified in the certified letter. Buyer and Seller agree to  
45 hold the Broker harmless from any liability, including attorney's fees and costs, for good faith disbursement of  
46 earnest money in accordance with this Agreement and licensing regulations.

47 5. METHOD OF PAYMENT: (Check appropriate paragraph letter)

- A. CASH; The entire purchase price shall be paid in cash and no financing is required.
- B. NEW MORTGAGE: Completion of this transaction shall be contingent upon the Buyer's ability to obtain a  
 Conventional  Insured Conventional  FHA  VA  Other: \_\_\_\_\_ first  
mortgage loan for 100,000 % of purchase price, payable in not less than 30 years, with an  
original rate of interest not to exceed 6.750 % per annum and not to exceed 0 points. Buyer  
shall pay all costs of obtaining financing, except Seller to pay up to \$2000.00 towards  
buyer's closing costs and or prepaids.

**CLOSING FEE, SURVEY AND TITLE INSURANCE COSTS ARE NOT INCLUDED ABOVE.** Any inspections and charges which are required to be made and charged to Buyer or Seller by the lender, FHA, VA, mortgage insurer, or closing agent, shall be made and charged in accordance with their prevailing rules or regulations and shall supersede any provisions of this Agreement.

- C. ASSUMPTION: (Attach Financing Addendum)
- D. CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)
- E. OTHER METHOD OF PAYMENT: (Attach Financing Addendum)

6. **TIME FOR OBTAINING FINANCING:** Buyer agrees to make written application for any financing necessary to complete this transaction or for approval to assume the unpaid balance of the existing mortgage within 5 days after the acceptance of this Agreement and to make a diligent effort to meet the lender's requirements and to obtain financing in cooperation with the Broker and Seller. No more than 25 days after acceptance of the Agreement shall be allowed for obtaining favorable written commitment(s) or mortgage assumption approval. If a commitment or approval is not obtained within the time specified above, this Agreement shall terminate unless an extension of time for this purpose is mutually agreed to in writing.

7. **CLOSING:** The closing of the sale (the "Closing Date") shall be on or before May 31, 2007, or within 15 days after Seller is ready \*\*, whichever is later or this Agreement shall terminate unless an extension of time is mutually agreed to in writing. The closing fee shall be paid by  BUYER  SELLER  shared equally.

**B. POSSESSION:**

A. The possession of the Property shall be delivered to Buyer  at closing  within 30 days after closing or  on or before \_\_\_\_\_ if closed. For each day Seller is entitled to possession after closing, Seller shall pay to Buyer at closing \$ 2000 per day. If Seller does not deliver possession by the date required in the first sentence of this paragraph, Seller shall pay Buyer \$ 100.00 per day as liquidated damages until possession is delivered to Buyer, and Buyer shall have all other legal and equitable remedies available against the Seller.

B. **Maintenance of Property:** Seller shall maintain the Property in its present condition until its possession is delivered to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to closing to determine whether Seller has complied with this paragraph. Seller shall remove all debris and personal property not included in the sale.

C. **Casualty Loss:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller. In the event any damage or destruction is not fully repaired prior to closing, Buyer, at Buyer's option, may either (a) terminate this Agreement or (b) elect to close the transaction, in which event Seller's right to all insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.

D. **Utilities/Municipal Services:** Seller shall pay for all municipal services and public utility charges through the day of possession.

9. **SURVEY:** Buyer shall receive a (check ONE)  SURVEYOR LOCATION REPORT, which is a survey where corner markers are not set;  BOUNDARY SURVEY, which is a survey where corner markers of the Property are set prior to closing;  WAIVED, no survey required at (check ONE)  BUYER'S expense;  SELLER'S expense. The survey shall (1) be received prior to closing and certified as of a current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all improvements and easements, and (4) show the flood zone designation of the Property.

10. **FLOOD AREA/OTHER:** Buyer  may  may not terminate this Agreement if the Property requires flood insurance or Buyer  may  may not terminate this Agreement if the Property is subject to building or use limitations by reason of the location.

11. **HOMEOWNER'S INSURANCE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a favorable written commitment for homeowner's insurance within 15 days after acceptance of this Agreement.

12. **ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE:** Buyer and Seller acknowledge that Listing Broker, Selling Broker and all salespersons associated with Brokers are NOT experts and have NO special training, knowledge or experience with regard to the evaluation or existence of possible lead-based paint, radon, mold and other biological contaminants ("Environmental Contaminants") which might exist and affect the Property. Environmental Contaminants at harmful levels may cause property damage and serious illness, including but not limited to, allergic and/or respiratory problems, particularly in persons with immune system problems, young children and/or the elderly.

Buyer is **STRONGLY ADVISED** to obtain inspections (see below) to fully determine the condition of the Property and its environmental status. The **ONLY** way to determine if Environmental Contaminants are present at the Property at harmful levels is through inspections.

8608 W. Ashford Lakes, Mounds, 47304  
(Property Address)

125 Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental  
126 Contaminants and release and hold harmless all Brokers, their companies and sales associates from any  
127 and all liability, including attorney's fees and costs, arising out of or related to any inspection, inspection  
128 result, repair, disclosed defect or deficiency affecting the Property, including Environmental Contaminants.  
129 This release shall survive the closing.  
130

131 13. INSPECTIONS: (Check paragraph letter A or B)  
132  A. BUYER RESERVES THE RIGHT TO HAVE THE PROPERTY INSPECTED (including Lead-Based Paint)  
133 independent of and in addition to any inspections required by FHA, VA, or Buyer's lender(s). All inspections  
134 are to be at Buyer's expense (unless noted otherwise or required by lender) by licensed inspectors or  
135 qualified contractors selected by Buyer within the following time periods. Seller shall have water, gas,  
136 electricity and all operable pilot lights on for Buyer's inspections.  
137

138 INSPECTION/RESPONSE PERIOD: Buyer shall order all INDEPENDENT INSPECTIONS immediately after  
139 acceptance of the Purchase Agreement. Buyer shall have 15 days beginning the day following the date of  
140 acceptance of the Purchase Agreement to respond to the inspection report(s) in writing to Seller (see "Buyer's  
141 Inspection Response").  
142

143 Inspections may include but are not limited to the condition of the following systems and components:  
144 heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, craw space,  
145 wall/septic, water, wood-eating insects and organisms, lead-based paint (note: intact lead-based paint that  
146 is in good condition is not necessarily a hazard), radon (tested at lowest livable area either currently  
147 finished or unfinished), mold and other biological contaminants and/or the following:  
148  
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150  
151 If the initial inspection report reveals the presence of lead-based paint, radon or mold and other biological  
152 contaminants, then Buyer shall have 15 additional days to order, receive and respond in writing to any  
153 additional reports.  
154

155 If the Buyer does not comply with any Inspection/Response Period or make a written objection to any problem  
156 revealed in a report within the applicable Inspection/Response Period, the Property shall be deemed to be  
157 acceptable. If the Buyer reasonably believes that the Inspection Report reveals a MAJOR DEFECT with the  
158 Property and the Seller is unable or unwilling to remedy the defect to the Buyer's reasonable satisfaction before  
159 closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this Agreement or waive such  
160 defect and the transaction shall proceed toward closing. Under Indiana law, "Defect" means a condition that would  
161 have a significant adverse effect on the value of the Property that would significantly impair the health or safety  
162 of future occupants of the Property, or that if not repaired, removed, or replaced would significantly shorten or  
163 adversely affect the expected normal life of the premises. BUYER AGREES THAT ANY PROPERTY DEFECT  
164 PREVIOUSLY DISCLOSED BY SELLER, OR ROUTINE MAINTENANCE AND MINOR REPAIR ITEMS  
165 MENTIONED IN ANY REPORT SHALL NOT BE A BASIS FOR TERMINATION OF THIS AGREEMENT. ALL  
166 TIME PERIODS APPLICABLE TO INSPECTION RESPONSES SHALL BE REASONABLE.  
167

168  B. BUYER HAS BEEN MADE AWARE THAT INDEPENDENT INSPECTIONS DISCLOSING THE CONDITION  
169 OF THE PROPERTY ARE AVAILABLE AND HAS BEEN AFFORDED THE OPPORTUNITY TO REQUIRE SUCH  
170 INSPECTIONS AS A CONDITION OF THE AGREEMENT. However, Buyer waives inspections and relies  
171 upon the condition of the Property based upon Buyer's own examination and releases the Seller, the  
172 Listing and Selling Brokers and all salespersons associated with Brokers from any and all liability relating  
173 to any defect or deficiency affecting the Property, which release shall survive the closing. Required  
174 FHAVA or lender inspections are not included in this waiver.  
175

176 Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer  
177 which  will  will not be provided at a cost of \$\_\_\_\_\_ charged to  Buyer  Seller.  
178 Buyer and Seller acknowledge this LIMITED HOME WARRANTY PROGRAM will not cover any pre-existing  
179 defects in the Property nor replace the need for an independent home inspection. Broker may receive a fee from  
180 the home warranty provider and/or a member benefit.  
181

182 14. SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE: (check one)  
183  Buyer acknowledges receipt and execution of a Seller's Residential Real Estate Sales Disclosure Form.  
184  Buyer has not received an executed Seller's Residential Real Estate Sales Disclosure Form.  
185  Seller's Residential Real Estate Sales Disclosure Form is not applicable to this transaction.  
186  
187

188 15. TITLE APPROVAL: Prior to closing, Buyer shall be furnished  an ALTA 99 Title Insurance Commitment (if  
189 available) or  an ALTA 92 Title Insurance Commitment in the amount of purchase price or  an abstract  
190 of title continued to date showing marketable title to the Property in Seller's name. The cost shall be paid by

8608 W. Ashford Lakes, Muncie, 47304  
(Property Address)

*Handwritten signature/initials*

*Handwritten signature/initials*

191  Buyer  Seller  shared equally  Seller to pay owner's policy and Buyer to pay mortgage policy  
 192  other \_\_\_\_\_ Any encumbrances  
 193 or defects in title must be removed and Seller must convey title free and clear of any encumbrances and title  
 194 defects, with the exception of any mortgage assumed by Buyer and any restrictions and easements of record  
 195 which will not materially interfere with Buyer's intended use of the Property. Seller shall order the commitment  
 196  Immediately  after mortgage approval  other \_\_\_\_\_  
 197 Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the  
 198 deed and vendors affidavit), so that marketable title can be conveyed. A title company, at Buyer's request, can  
 199 provide information about availability, desirability, coverage, and cost of various title insurance coverages, gap  
 200 and other endorsements.

16. TAXES: (Check paragraph A, B or C)

202  A. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on  
 203 \_\_\_\_\_ May 10, 2008, and all taxes due thereafter. At or before closing, Seller shall pay all  
 204 taxes for the Property payable before that date.

205  B. All taxes assessed for any prior calendar year and remaining unpaid shall be paid by Seller, and all taxes  
 206 assessed for the current calendar year shall be prorated between Seller and Buyer on a calendar-year basis  
 207 as of the day immediately prior to the Closing Date.

208 For purposes of paragraph A and B: If the tax rate and/or assessment for taxes assessed in the current year  
 209 have not been determined at the closing of the transaction, the rate and/or assessment shall be assumed to be the  
 210 same as the prior year for the purpose of such proration and credit for due but unpaid taxes, and this shall be a  
 211 final settlement. **WARNING: Buyer is responsible for confirming the status of all tax exemptions and/or**  
 212 **credits.**

213  C. FOR RECENT CONSTRUCTION ONLY. If the tax rate and/or assessment for taxes is not available, Seller  
 214 will give a tax credit of \$ \_\_\_\_\_ to Buyer at closing. If the tax rate and/or assessment for  
 215 taxes is available prior to the Closing Date, then paragraph B shall apply.

216 **WARNING: The succeeding year tax bill for recently constructed homes or following reassessment**  
 217 **periods may greatly exceed the last tax bill available to the closing agent.**

218 17. PRORATIONS AND SPECIAL ASSESSMENTS: Insurance, if assigned to Buyer, interest on any debt assumed or  
 219 taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not  
 220 limited to, public utility charges, shall be prorated as of the day prior to the Closing Date. Seller shall pay any  
 221 special assessments applicable to the Property for municipal improvements previously made to benefit the  
 222 Property. Seller warrants that Seller has no knowledge of any planned improvements which may result in  
 223 assessments and that no governmental or private agency has served notice requiring repairs, alterations or  
 224 corrections of any existing conditions. Public or municipal improvements which are not completed as of the date  
 225 above but which will result in a lien or charge shall be paid by Buyer. Buyer will assume and pay all special  
 226 assessments for municipal improvements completed after the date of this Agreement.

227 18. TIME: Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the  
 228 Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in  
 229 writing to a different date and/or time.

230 Note: Seller and Buyer have the right to withdraw any offer/counter offer prior to written acceptance and  
 231 delivery of such offer/counter offer.

232 19. HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION: Documents for a mandatory membership  
 233 association shall be delivered by the Seller to Buyer within 5 days after acceptance of this Agreement. If the  
 234 Buyer does not make a written response to the documents within 5 days after receipt, the documents shall  
 235 be deemed acceptable. In the event the Buyer does not accept the provisions in the documents and such  
 236 provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall  
 237 be refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in  
 238 writing, within 5 days after Buyer's approval of the documents.

239 Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable.  
 240 Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site  
 241 conditions that could affect the Property.

242 20. ATTORNEY'S FEES: Any party to this Agreement who is the prevailing party in any legal or equitable proceeding  
 243 against any other party brought under or with relation to the Agreement or transaction shall be additionally entitled  
 244 to recover court costs and reasonable attorney's fees from the non-prevailing party.

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(Property Address)

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*P.L. [Signature]*

*[Signature]*

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21. MISCELLANEOUS:

- A. Unless otherwise provided, any prorations for rent, taxes, insurance, damage deposits, association dues/assessments, or any other items shall be computed through the date of closing.
- B. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence insurance.
- C. The Indiana Sheriff's Sex Offender Registry ([www.indianasheriffs.org](http://www.indianasheriffs.org)) exists to inform the public about the identity, location and appearance of sex offenders residing within Indiana. Broker is not responsible for providing or verifying this information.
- D. Conveyance of this Property shall be by general Warranty Deed, or by \_\_\_\_\_ subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.
- E. Seller represents and warrants that Seller is not a "foreign person" (Individual entity) and, therefore, is not subject to the Foreign Investment in Real Property Tax Act.
- F. Any notice required or permitted to be delivered shall be deemed received when personally delivered, transmitted electronically or digitally or sent by express courier or United States mail, postage prepaid, certified and return receipt requested, addressed to Seller or Buyer or the designated agent of either party.
- G. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and assigns.
- H. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
- I. This Agreement constitutes the sole and only agreement of the parties and supercedes any prior understandings or written or oral agreements between the parties' respecting the transaction and cannot be changed except by their written consent.
- J. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.
- K. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders, loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty companies. Broker(s) does not guarantee the performance of any service provider. Buyer and Seller are free to select providers other than those referred or recommended to them by Broker(s).
- L. By signing below, the parties to this transaction acknowledge receipt of a copy of this Agreement and give their permission to a Multiple Listing Service, Internet or other advertising media, if any, to publish information regarding this transaction.
- M. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed until this transaction is closed.
- N. Buyer and Seller consent to receive communications from Broker(s) via telephone, U.S. mail, email and facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the contrary.
- O. Buyer discloses to Seller that Buyer holds Indiana Real Estate License # \_\_\_\_\_
- P. Where the word "Broker" appears, it shall mean "Licensees" as provided in I.C.25-34.1-10-6.8.

22. FURTHER CONDITIONS (List and attach any addenda): \*\* Seller may determine a closing date that meets their criteria. If they would like to close before May 31, 2007 -- 15 day notice to be given in writing. Buyer would be willing to close as soon as April 15, 2007 if given proper notice. Proof of pre-approval to be submitted within 72 hours after acceptance of offer. Seller to have contractor remedy squeak (and submit written details of repairs from contractor) at front door prior to closing.

*PC*  
*COU*

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(Property Address)

*JG*

321 23. EXPIRATION OF OFFER: Unless accepted by Seller and delivered to Buyer by 9:00  A.M.  P.M.  
322  Noon, the 12th day of March, 2007, this Purchase Agreement shall be null and void and all  
323 parties shall be relieved of any and all liability or obligations.  
324

325 24. CONSULT YOUR ADVISORS: Buyer and Seller acknowledge they have been advised that, prior to signing this  
326 document, they may seek the advice of an attorney for the legal or tax consequences of this document and the  
327 transaction to which it relates. In any real estate transaction, it is recommended that you consult with a  
328 professional, such as a civil engineer, environmental engineer, or other person, with experience in evaluating the  
329 condition of the Property.  
330

331 25. ACKNOWLEDGEMENTS: Buyer and Seller acknowledge that each has received agency office policy disclosures,  
332 has had agency explained, and now confirms all agency relationships. Buyer and Seller further acknowledge that  
333 they understand and accept agency relationships involved in this transaction. By signature below, the parties verify  
334 that they understand and approve this Purchase Agreement and acknowledge receipt of a signed copy.  
335

336 This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed  
337 an original but all of which together shall constitute one and the same instrument. The parties agree that this  
338 Agreement may be transmitted between them electronically or digitally. The parties intend that electronically or  
339 digitally transmitted signatures constitute original signatures and are binding on the parties. The original document  
340 shall be promptly delivered, if requested.  
341

342 Parker G. Winchester 03/11/2007 Claudia D. Winchester 03/11/2007  
343 BUYER'S SIGNATURE DATE BUYER'S SIGNATURE DATE  
344  
345 Parker G. Winchester Claudia D. Winchester  
346 PRINTED PRINTED  
347

348 (Check appropriate paragraph letter)

349  A. As the Seller(s) of the property described herein, the above terms and conditions are accepted this  
350 12TH day of MARCH, at 7:00  A.M.  P.M.  Noon.  
351

352  B. The above offer is Rejected.  
353

354  C. The above offer is Countered. Seller should sign both the Purchase Agreement and the Counter Offer.  
355

356 Joseph P. Craig 3/12/07 Polly R. Craig 3/12/07  
357 SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE  
358  
359 Joseph P. Craig Polly R. Craig  
360 PRINTED PRINTED  
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This is a legally binding contract, if not understood seek legal advice. Form #02, Copyright IAR 2006



6608 W. Ashford Lakes, Muncie, 47304  
(Properly Address)

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