

Listing Broker (Co.) ERA Eagle Real Estate Inc. () By The ORR Home Selling Team ()
office code individual code
Selling Broker (Co.) ERA Eagle Real Estate Inc. () By The ORR Home Selling Team ()
office code individual code

PURCHASE AGREEMENT (IMPROVED PROPERTY)

1 Date: March 17, 2007

2
3 1. **BUYER:** Harold L. Malloch, Karen Lou Malloch ("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:
6

7 2. **PROPERTY:** The property ("Property") is known as 4500 N. Rosewood Avenue
8 in Center Township, Delaware County, Muncie
9 Indiana, 47304 (zip code) legally described as: Devon Park Sec B Lot # 78

10 together with any existing permanent improvements and fixtures attached (**unless leased**), such as, but not limited
11 to, electrical and/or gas fixtures, home heating fuel, heating and central air-conditioning equipment and all
12 attachments thereto, built-in kitchen equipment, sump pump, water softener, water purifier, gas grills, fireplace
13 inserts, gas logs and grates, central vacuum equipment, window shades/blinds, curtain rods, drapery poles and
14 fixtures, ceiling fans and light fixtures, towel racks and bars, storm doors, windows, awnings, TV antennas, satellite
15 dishes and controls, storage barns, all landscaping, mailbox, garage door opener with control(s) AND THE
16 FOLLOWING: Range, Refrigerator, Windowcoverings, Water Softner.
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22

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.**
26

27 3. **PRICE:** Buyer will pay the total purchase price of \$108,000.00 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.
30

31 4. **EARNEST MONEY:** Buyer submits \$ 500.00 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

48 5. **METHOD OF PAYMENT: (Check appropriate paragraph letter)**
49
50 **A. CASH:** The entire purchase price shall be paid in cash and no financing is required.
51 **B. NEW MORTGAGE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a
52
53 **Conventional** **Insured Conventional** **FHA** **VA** **Other:** _____ first
54 mortgage loan for 80.000 % of purchase price, payable in not less than 30 years, with an
55 original rate of interest not to exceed 6.375 % per annum and not to exceed 0 points. Buyer
56 shall pay all costs of obtaining financing, except seller to contribute \$1500 towards
57 purchaser's closing costs and or prepaids.
58

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

- 63 C. ASSUMPTION: (Attach Financing Addendum)
64 D. CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)
65 E. OTHER METHOD OF PAYMENT: (Attach Financing Addendum)
66

67 6. TIME FOR OBTAINING FINANCING: Buyer agrees to make written application for any financing necessary
68 to complete this transaction or for approval to assume the unpaid balance of the existing mortgage within 5
69 days after the acceptance of this Agreement and to make a diligent effort to meet the lender's requirements and to
70 obtain financing in cooperation with the Broker and Seller. No more than 30 days after acceptance of the
71 Agreement shall be allowed for obtaining favorable written commitment(s) or mortgage assumption approval. If a
72 commitment or approval is not obtained within the time specified above, this Agreement shall terminate unless an
73 extension of time for this purpose is mutually agreed to in writing.
74

75 7. CLOSING: The closing of the sale (the "Closing Date") shall be on or before May 31, 2007, or
76 within days after (sooner if able), whichever is later or this Agreement shall terminate
77 unless an extension of time is mutually agreed to in writing. The closing fee shall be paid by BUYER SELLER
78 shared equally.
79

80 8. POSSESSION:

81 A. The possession of the Property shall be delivered to Buyer at closing within 5 days after closing
82 or on or before if closed. For each day Seller is entitled to possession
83 after closing, Seller shall pay to Buyer at closing \$ zero per day. If Seller does not
84 deliver possession by the date required in the first sentence of this paragraph, Seller shall pay Buyer
85 \$ 100.00 per day as liquidated damages until possession is delivered to Buyer, and Buyer
86 shall have all other legal and equitable remedies available against the Seller.

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

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

96 D. Utilities/Municipal Services: Seller shall pay for all municipal services and public utility charges through the
97 day of possession.
98
99

100 9. SURVEY: Buyer shall receive a (check ONE) SURVEYOR LOCATION REPORT, which is a survey where
101 corner markers are not set; BOUNDARY SURVEY, which is a survey where corner markers of the Property are
102 set prior to closing; WAIVED, no survey required at (Check ONE) BUYER'S expense; SELLER'S expense.
103 The survey shall (1) be received prior to closing and certified as of a current date, (2) be reasonably satisfactory to
104 Buyer, (3) show the location of all improvements and easements, and (4) show the flood zone designation of the
105 Property.
106

107 10. FLOOD AREA/OTHER: Buyer may may not terminate this Agreement if the Property requires flood
108 insurance or Buyer may may not terminate this Agreement if the Property is subject to building or use
109 limitations by reason of the location.
110

111 11. HOMEOWNER'S INSURANCE: Completion of this transaction shall be contingent upon the Buyer's ability to obtain
112 a favorable written commitment for homeowner's insurance within 15 days after acceptance of this Agreement.
113

114 12. ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE: Buyer and Seller acknowledge that Listing Broker,
115 Selling Broker and all salespersons associated with Brokers are NOT experts and have NO special training,
116 knowledge or experience with regard to the evaluation or existence of possible lead-based paint, radon, mold and
117 other biological contaminants ("Environmental Contaminants") which might exist and affect the Property.
118 Environmental Contaminants at harmful levels may cause property damage and serious illness, including but not
119 limited to, allergic and/or respiratory problems, particularly in persons with immune system problems, young
120 children and/or the elderly.
121

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

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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, crawl space,
145 well/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
149
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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 **FHA/VA 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
184 Buyer acknowledges receipt and execution of a Seller's Residential Real Estate Sales Disclosure Form.
185 Buyer has not received an executed Seller's Residential Real Estate Disclosure Form.
186 Seller's Residential Real Estate Sales Disclosure Form is not applicable to this transaction.
187

188 **15. TITLE APPROVAL:** Prior to closing, Buyer shall be furnished an ALTA 98 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

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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.

201
202 **16. TAXES: (Check paragraph A, B or C)**

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

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

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

217
218 C. **FOR RECENT CONSTRUCTION ONLY.** If the tax rate and/or assessment for taxes is not available, Seller
219 will give a tax credit of \$ _____ to Buyer at closing. If the tax rate and/or assessment for
220 taxes is available prior to the Closing Date, then paragraph B shall apply.

221
222 **WARNING: The succeeding year tax bill for recently constructed homes or following reassessment**
223 **periods may greatly exceed the last tax bill available to the closing agent.**

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

234
235 **18. TIME:** Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the
236 Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in
237 writing to a different date and/or time.

238
239 **Note: Seller and Buyer have the right to withdraw any offer/counter offer prior to written acceptance and**
240 **delivery of such offer/counter offer.**

241
242 **19. HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION:** Documents for a mandatory membership
243 association shall be delivered by the Seller to Buyer within na days after acceptance of this Agreement. If the
244 Buyer does not make a written response to the documents within na days after receipt, the documents shall
245 be deemed acceptable. In the event the Buyer does not accept the provisions in the documents and such
246 provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall
247 be refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in
248 writing, within na days after Buyer's approval of the documents.

249
250 **Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable.**
251 **Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site**
252 **conditions that could affect the Property.**

253
254 **20. ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable proceeding
255 against any other party brought under or with relation to the Agreement or transaction shall be additionally entitled
256 to recover court costs and reasonable attorney's fees from the non-prevailing party.

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257 **21. MISCELLANEOUS:**

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- 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) 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 supersedes 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 "Licensee" as provided in I.C.25-34.1-10-6.8.

22. FURTHER CONDITIONS (List and attach any addenda): Limited agency. This offer is subject to the following conditions: ** Sale of current home @ 1408 W. Rex, Muncie to Ball State University. (BSU has expressed interest and has ordered first appraisal)
If offer from BSU is not accepted on or before March 31, 2007, seller may void this agreement unless mutually extended. ** Pre-approval for Mortgage, application made 3/17/07. Purchaser will provide pre-approval on or before 5:00 PM 3/20/07 or seller may void this agreement.

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Malloch
K.L.M.

321 23. EXPIRATION OF OFFER: Unless accepted by Seller and delivered to Buyer by 1:00 A.M. P.M.
322 Noon, the 18th 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 Harold L. Malloch 03/17/2007 Karen L. Malloch 03/17/2007
343 BUYER'S SIGNATURE DATE BUYER'S SIGNATURE DATE
344

345 Harold L. Malloch Karen Lou Malloch
346 PRINTED PRINTED
347

348 (Check appropriate paragraph letter)
349

350 A. As the Seller(s) of the property described herein, the above terms and conditions are accepted this
351 _____ day of _____, at _____ A.M. P.M. Noon.
352

353 B. The above offer is Rejected.
354

355 C. The above offer is Countered. Seller should sign both the Purchase Agreement and the Counter Offer.
356
357

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359 SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE
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361 PRINTED PRINTED
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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.
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340 shall be promptly delivered, if requested.
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342 Harold L. Malloch 03/17/2007 Karen L. Malloch 03/17/2007
343 BUYER'S SIGNATURE DATE BUYER'S SIGNATURE DATE

344
345 Harold L. Malloch Karen L. Malloch
346 PRINTED PRINTED

347
348 (Check appropriate paragraph letter)

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350 _____ day of _____, at _____ A.M. P.M. Noon.
351

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353

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355

356 Mary L. Ash 3/17/07
357 SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE
358

359 Mary L. Ash
360 PRINTED PRINTED
361
362

ash



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