

Listing Broker (Co.) Carolyn Beeson and the Bee Team () By Carolyn Beeson ()
office code individual code
Selling Broker (Co.) ERA Eagle Real Estate, Inc. () By Patrick Orr ()
office code individual code

PURCHASE AGREEMENT (IMPROVED PROPERTY)

1 Date: April 2, 2007

2
3 1. **BUYER:** James S. Martindale ("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 1405 W. Washington
8 in Center Township, Delaware County, Muncie
9 Indiana, 47303 (zip code) legally described as: Muncie Home Bldrs lot 74

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:
17 _____
18 _____
19 _____
20 _____
21 _____
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 \$ 35,000.00 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 \$ 1,000.00 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 _____ % of purchase price, payable in not less than _____ years, with an
55 original rate of interest not to exceed _____ % per annum and not to exceed _____ points. Buyer
56 shall pay all costs of obtaining financing, except _____
57 _____
58 _____

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(Property Address)

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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 n/a 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 n/a 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 April 20, 2007, or within 2 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.

8. **POSSESSION:**

A. The possession of the Property shall be delivered to Buyer at closing within _____ 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 \$ - 0 - per day. If Seller does not deliver possession by the date required in the first sentence of this paragraph, Seller shall pay Buyer \$ 150.00 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 10 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.

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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 _____ 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 _____
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 _____ 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.
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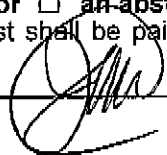
168 B. BUYER HAS BEEN MADE AWARE THAT INDEPENDENT INSPECTIONS DISCLOSING THE CONDITION
169 OF THE PROPERTY ARE AVAILABLE AND HAS BEEN AFFORDED THE OPPORTUNITY TO REQUIRE SUCH
170 INSPECTIONS AS A CONDITION OF THE AGREEMENT. However, Buyer waives inspections and relies
171 upon the condition of the Property 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 FHANA 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 A. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on
204 _____, _____, and all taxes due thereafter. At or before closing, Seller shall pay all
205 taxes for the Property payable before that date.

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

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

216
217 C. **FOR RECENT CONSTRUCTION ONLY.** If the tax rate and/or assessment for taxes is not available, Seller
218 will give a tax credit of \$ _____ to Buyer at closing. If the tax rate and/or assessment for
219 taxes is available prior to the Closing Date, then paragraph B shall apply.

220
221 **WARNING: The succeeding year tax bill for recently constructed homes or following reassessment**
222 **periods may greatly exceed the last tax bill available to the closing agent.**

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

233
234 **18. TIME:** Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the
235 Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in
236 writing to a different date and/or time.

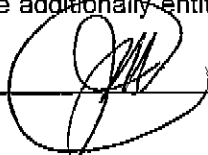
237
238 **Note: Seller and Buyer have the right to withdraw any offer/counter offer prior to written acceptance and**
239 **delivery of such offer/counter offer.**

240
241 **19. HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION:** Documents for a mandatory membership
242 association shall be delivered by the Seller to Buyer within n/a days after acceptance of this Agreement. If the
243 Buyer does not make a written response to the documents within n/a days after receipt, the documents shall
244 be deemed acceptable. In the event the Buyer does not accept the provisions in the documents and such
245 provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall
246 be refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in
247 writing, within n/a days after Buyer's approval of the documents.

248
249 **Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable.**
250 **Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site**
251 **conditions that could affect the Property.**

252
253 **20. ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable proceeding
254 against any other party brought under or with relation to the Agreement or transaction shall be additionally entitled
255 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.

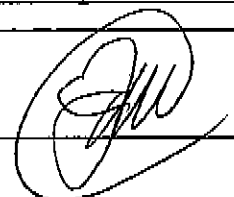
22. FURTHER CONDITIONS (List and attach any addenda): _____

See attached letter

This is buyers highest and best offer.

If the tax exemptions kicked off for tax year 2006 and 2007. Tax proration to be calculated at rate WITHOUT exemptions.

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321 23. EXPIRATION OF OFFER: Unless accepted by Seller and delivered to Buyer by 10:00 A.M. P.M.
322 Noon, the 4th day of April, 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 James S. Martindale 04/02/2007
343 BUYER'S SIGNATURE DATE BUYER'S SIGNATURE DATE
344

345 James S. Martindale
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

358
359 SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE
360

361 PRINTED PRINTED
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UPDATED MARCH 2007

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COUNTEROFFER ADDENDUM

The R.E.O. Service Network

Today's Date April 5, 2007 TREO Fax Number: 949-442-1098
 REO Number: 9000248224 REO Asset Manager: Claude Malet
 Property Address: 1405 W Washington Street, Muncie, IN 47303
 Listing Agent: Carolyn Beeson of Beeson Enterprises
 Phone Number: 765-282-2100 Fax Number: 765-282-5329
 Buyers: James Martindale

We are in receipt of your offer dated 4/3/2007 ("Offer") regarding the purchase of the above-referenced real property ("Property"). This Counteroffer supersedes and replaces all previous written and verbal Counteroffers. Seller hereby accepts the terms and conditions of your Offer subject to the following changes in terms ("Counteroffer"). Each term of this Counteroffer is deemed to be material in nature. The date on which Buyer accepts this Counteroffer is referred to herein as the "Acceptance Date".

MULTIPLE COUNTER/BACK-UP:

The TREO Multiple Counter Addendum is hereby incorporated into this agreement. Buyer understands and acknowledges that Seller is making a counteroffer to more than one prospective buyer.

BASIC TERMS

- PURCHASE PRICE:** The Purchase Price shall be: Thirty Five Thousand Dollars. (\$ \$35,000.00)
- CASH:** Within 3 business days of the Acceptance Date, Buyer shall furnish Seller evidence in a form Satisfactory to Seller, confirming the existence of readily available funds on deposit in the United States, in such amount as is necessary to purchase Property and cover all related expenses to be paid by Buyer. The Buyer understands that the Property shall remain on the market and available for sale to other parties until such evidence is provided to and accepted by Seller.
- EARNEST MONEY DEPOSIT*:** All Earnest Money shall be in the form of cashier's check, bank check or money order. Buyer understands that said Earnest Money may not be used to pay Buyer's loan fees, closing costs, or any other fees related to the transaction without the Seller's prior written consent. *Buyer understands that Earnest Money is **NON-REFUNDABLE**, except if Buyer fails to qualify for a loan on the Property prior to loan contingency date, or if cash offer, Buyer declines to purchase the Property after inspection and prior to the expiration of the inspection contingency date.
 or _____).
 Within 3 Business days of the Acceptance Date, Buyer shall deposit the amount of \$ 1,000 ("Earnest Money") into Escrow or with Listing Agent.
 Within _____ business days of the Acceptance Date, Buyer shall deposit Additional Earnest Money in the amount of \$ _____ (also "Earnest Money") into Escrow or with Listing Agent.
- CLOSING/PER DIEM/TIME IS OF THE ESSENCE:** The closing shall be on or before 4/30/2007 (Closing date). Any extensions to closing are to be approved by the Seller in writing. If through no fault of the Seller, this transaction does not close on or before the Closing Date, and if Seller consents to extend the closing, Buyer will pay to the Seller an additional \$ 28 per day from the originally scheduled closing date of escrow through the extended closing date. Per Diem charges will not apply if closing is delayed due to Seller's clearance of Title/Legal issues.

If seller agrees to extend closing due to buyer delay and transaction does not close, buyer's deposit is to be released to the seller immediately upon cancellation.

Buyer's Initials JM () ()

Seller's Initials () ()

FINANCING

5. DOWN PAYMENT AND CHARGES:

The down payment shall be: N/A - Cash Transaction (\$ _____)

6. LOAN COMMITMENT / TIME FRAMES: Within 3 business days of the Acceptance Date, Buyer shall file a loan application with a Lender of Buyer's choice for a new loan Conv. FHA VA Other CASH. The terms of said loan shall be those outlined in the original purchase contract or offer, provided however, that such loan will be at prevailing rates and terms. Within 48 hours of making the application, Buyer shall provide Seller with the names and phone numbers of Buyer's lender and loan officer. By signing this Counteroffer, Buyer authorizes its lender and loan officer to release loan status information to Seller and Seller's agent.

Purchaser is aware that the price and terms of this transaction were negotiated on the basis of the type of financing selected by Purchaser. Any changes as to the type of financing selected by the Purchaser must be approved by the Seller in writing, otherwise Seller may cancel this contract and pursue remedies as per paragraph #20 of this Addendum.

Buyer is to provide Seller and/or Escrow Holder/Closing Agent with evidence of formal loan approval and remove loan contingency by N/A (date). Subject to local law, the Property shall remain on the market until Seller receives Buyer's written unconditional loan commitment from a lender, which specifies the expiration date of such commitment. If Buyer is unable to qualify for a loan by the above-specified date this Counteroffer becomes null and void, and Seller shall return to Buyer the Earnest Money previously deposited. Upon expiration of Buyer's loan contingency period (noted above), deposit in escrow will then become nonrefundable and is to be released to the seller if transaction does not close.

CONCESSIONS: BUYER'S COSTS PAID BY SELLER

7. CLOSING COSTS: Except as specifically provided below, Buyer is solely responsible for normal and allowable closing and loan costs, including but not limited to origination fee, credit report fee, appraisal fee and documentation fees. Seller shall pay the following items in the maximum amount indicated.

- Seller shall pay Discount Points not to exceed \$0
- Seller shall pay Non-Recurring closing costs \$0
- Seller shall pay FHA/VA fees not to exceed \$0
- Credit Buyer at Closing \$0 for _____

8. REPAIRS: Except as specifically provided below, Buyer shall be responsible for the completion and payment of all lender required repairs on the Property. Buyer shall deposit an amount equal to the estimated costs for said repairs with the Closing Agent, and such funds shall be held until all repairs are completed after closing.

Seller shall pay the following items in the maximum amount indicated.

- Seller shall pay for Lender required repairs in amount not to exceed \$0
- Seller shall pay for Buyer requested repairs in an amount not to exceed \$0
- Other \$0 for _____

A Seller approved Vendor will complete all repairs subject only to Seller's satisfaction, NO WARRANTIES EXPRESSED OR IMPLIED. No work or repairs are to begin until Purchaser's loan has been fully approved, and loan contingency waived and full down payment deposited. In the event the Property is discovered to be affected by an environmental hazard (as determined by Seller), Seller may unilaterally, in its sole and absolute discretion, decide not to sell the Property to Purchaser or to delay the date of closing. In the event Seller chooses to cancel the Contract, Seller shall not be obligated to sell or convey the Property to Purchaser. Seller, its representative, agents, attorneys, successors, or assigns shall not be liable to Purchaser for any damages of any kind as a result of Seller's failure to sell and convey the Property. Seller shall return any earnest money deposited pursuant to the Contract to Purchaser and neither party shall have any further obligation to the other. Purchaser hereby agrees that return and receipt of any and all earnest money deposited pursuant to the Contract is Purchaser's sole and exclusive remedy. Purchaser hereby expressly waives any other remedy of any kind to which Purchaser might otherwise be entitled. Seller Reserves the right to terminate this contract and return deposit to buyer due to property destruction or damage if they choose not to make any repairs, regardless of the monetary amount involved.

Buyer's Initials JM (____)

Seller's Initials (____) (____)

9. **TERMITE:** Except as provided below, Buyer is responsible for Termite Report and Work.
- Seller shall pay \$ 0 for termite reports and termite clearance as per the estimate submitted by _____ (Termite Company Name).
- Buyer agrees to accept the current termite report from N/A (Termite Company) and agrees the Seller will not be responsible for termite related costs.
10. **WELL/SEPTIC:** Except as provided below, Buyer is responsible for Well/Septic Report and Work.
- Well - Seller is limited to \$0 for well inspection and work.
- Septic - Seller is limited to \$0 for septic inspection and work.
11. **HOME WARRANTY:** Buyer may purchase Home Warranty Plan, at Buyer's expense. Seller is not to be responsible for or concerned with the issuance of said policy, its contents or the type of coverage issued unless otherwise agreed to in writing.
12. **OTHER:** Seller is Limited to: \$0 for _____
-

STANDARD CLAUSES

13. **DEED TRANSFER:**
Title will be transferred by a "Limited or Special Warranty Deed".
14. **INSPECTIONS:** By WAIVED (date) Buyer may conduct any inspections of the Property deemed necessary, including but not limited to seismic, contractor, roof, soil, etc. Buyer's failure to conduct said inspection within the designated time frame shall be deemed to be a waiver of Buyer's inspection rights. Silence shall be deemed acceptance. If Buyer waives the right to inspections, Buyer does so contrary to the advice of Sellers and Brokers.
- NOTE: THE PURPOSE OF THE BUYER'S INSPECTION(S) OR INVESTIGATION(S) IS TO DETERMINE IF HE OR SHE WISHES TO PROCEED WITH THE PURCHASE OF THIS PROPERTY. IT IS NOT FOR THE PURPOSE OF CREATING A LIST OF REPAIRS FOR THE SELLER. IT IS THE SELLER'S POSITION THAT THE NEGOTIATED PRICE REFLECTS THE PRESENT "AS IS" CONDITION OF THE PROPERTY. SELLER WILL NOT PAY FOR REPAIRS OF ANY KIND UNLESS OTHERWISE AGREED TO IN WRITING.
15. **"FINAL WALK THROUGH INSPECTION":** The Buyer's "WALK THROUGH INSPECTION" is a courtesy ONLY and is not a contingency to Buyer's purchase of the Property.
16. **RETROFIT: Compliance** with any minimum mandatory government retrofit standards, including but not limited to energy and utility efficiency and proof and compliance, shall be the sole responsibility of the Buyer.
- In the event a City inspection and/or report is required, it is agreed that Buyer and/or Buyer's agent shall order and pay all costs of obtaining said inspection and/or report. Further, Buyer acknowledges that it is the Buyer's responsibility to pay for all work necessitated by said report and/or inspection. If necessary, Buyer agrees to execute a waiver to the City.
17. **PERSONAL PROPERTY:** Buyer is advised Seller does not warrant the transfer or ownership of any personal property or fixtures remaining on the Property. Seller has no responsibility to remove, repair or replace the personal property. Buyer is advised third parties may have access to keys to property and Seller recommends Buyer re-key and secure property after closing.
18. **TITLE/ESCROW/CLOSER:** Unless otherwise noted herein, Seller's choice of Title and/or Escrow (in Escrow States) is First American Title Company or their Agent. Specify name of Title Company, Escrow or Closer To Be Determined (Contact: To Be Determined)
- Buyer and Seller agree to pay their own normal and usual closing costs as customary. Unless otherwise agreed to by seller,

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Seller's Initials () ()


and where applicable, Buyer to return signed closing instructions within 7 days of opening escrow. Buyer to provide Closing Agent with vesting of title upon acceptance of contract. Seller agrees to provide Buyer's Standard Title Policy per local custom. Buyer to pay for extended coverage as required by lender. Buyer to approve or disapprove the preliminary title report (title commitment) within 5 days of receipt.

Buyer is responsible for Abstract of Title.

In the event Seller is unable, or unwilling to deliver clear and insurable title to the property prior to the close of escrow, the Seller at its option, may terminate this agreement without any liability of any kind to Buyer and Seller. All earnest money deposits will then be refunded to Buyer.

19. **TAXES / ASSESSMENTS:** Any property taxes and assessments, interest, rents, homeowner's association dues and regular assessments, bonds and assessments, Mello-Roos, and other Special Assessment District Bonds, and assessments now due shall be paid current by Seller as of the recording date; payments not yet due shall be assumed by the Buyer. Seller agrees to pay county and city transfer taxes or fees.
20. **DAMAGES:** If Buyer fails to complete said purchase as herein provided by reason of any default of Buyer, Seller shall be released from their obligation to sell the Property to Buyer and retain the Earnest Money deposit and may proceed against Buyer upon claim or remedy which they may have in law or equity.
21. **"AS IS" CLAUSE:** Buyer is aware that Seller acquired the Property either by way of foreclosure or by deed in lieu of foreclosure and that Seller has never occupied the Property. Buyer acknowledges its opportunity to inspect and investigate the Property and all improvements thereon, either independently or through agents of Buyer's choosing, and that in purchasing the Property Buyer is not relying on any statements or representations made by Seller or Seller's agents as to the condition of the Property and/or improvements thereon, including but not limited to, any statements or representations relating to electrical, plumbing, heating, sewage, roof, foundations, soils and geology, lot size or suitability of the property and/or its improvements for particular purposes, or that any appliances, if any, plumbing and/or utilities are in working order, and/or that the improvements are structurally sound and/or in compliance with any local, city, county, state and/or federal statutes, codes or ordinances. The closing of this transaction shall constitute an acknowledgment by the Buyer that **THE PROPERTY WAS ACCEPTED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND AND NATURE AND IN AN "AS IS" CONDITION BASED SOLELY ON BUYER'S OWN INSPECTION.**
22. **SUBJECT TO APPROVAL:** The terms and conditions contained in this Counteroffer were negotiated verbally, in good faith, but final acceptance is contingent on Seller's Corporate/Management/Investor approval, receipt of, and signature on all original documents.
23. **BUYER'S REPRESENTATION:** Buyer shall not assign, nominate or otherwise transfer any rights, title or interest in the offer, this Counteroffer or escrow without the prior written consent of Seller. Unless specifically disclosed to and agreed to by Seller, Buyer warrants that its agreement to purchase the Property is not contingent upon the sale of any other real estate. In the event a dispute arises between the offer, purchase contract, previous counteroffers, and this Counteroffer, this Counteroffer shall supersede and prevail.
24. **BUYER'S INDEMNITY:** Buyer agrees to indemnify Seller and protect, defend, and hold Seller, its tenants, agents, employees, and contractors, harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against the Seller or any damage to the property or the adjoining property, or injury to Buyer or any other persons that may result from or arise out of inspection. Buyer agrees that Seller shall have no liability for any claim or loss by Buyer or Buyer's successors and/or assigns respect to the Property, and Buyer shall defend Seller from any such claim.

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Seller's Initials () ()

OTHER TERMS AND CONDITIONS (Check if Applicable)

25. **SALE CONTINGENCY CLAUSE:** None

Seller is aware that Buyer's funds are coming from an escrow/closing on _____ (Buyer's contingent property address), which is scheduled to close on or before _____ (date). Buyer agrees to sign an irrevocable order to escrow/closing agent requiring all funds be transferred at the closing from this escrow/closing agent on _____ (date) to the escrow/closing agent holder on _____, (Subject Property). Upon expiration of Buyer's loan contingency date of _____ (date), and in the event Seller receives another acceptable offer, Buyer will have _____ hours to remove sale contingency and provide written verification of sufficient funds to close this transaction without the sale of Buyer's property. If Buyer fails to act within said timeframe, Seller may cancel this contract and escrow (in Escrow States) and refund Buyer's deposit to Buyer.

Within five (5) days after Seller's request, Buyer to provide a copy of the contract for the sale of Buyer's Property, escrow instructions, and all amendments. If Buyer fails to provide the documents within that time, Seller may cancel this Agreement. If Buyer's Property does not close escrow by the date specified in this paragraph, then either Seller or Buyer may cancel this Agreement in writing.

26. **OTHER:**

Specify Price & Terms Subject to Investor and/or MI approval!
****If Abstract of Title is desired, it is at the Expense of the Buyer.**
****If Survey is desired, it is at the Expense of the Buyer.****
****Terms of This Counteroffer Addendum to Supersede the Terms of the Purchase Contract****

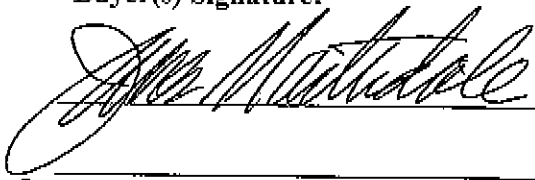
27. **OTHER:**

Specify Property to be sold As Is / Where Is.**No Warranties Expressed or Implied**
****Buyer to pay for costs to Dewinterize the property & Buyer to pay for utility turn on for inspections, if desired****
Seller's commission commitment as per the listing agreement to prevail.
**** Mold Disclosure And Indemnification Agreement to be a part of this Contract****

28. **OFFER RESPONSE REQUIREMENT:**

The Seller reserves the right to continue to offer the Property for sale, and accept any offer acceptable to Seller at any time prior to personal receipt by Seller's authorized agent, of a copy of this Counteroffer, duly accepted and signed by the Buyer and certain other provisions set forth herein are met. Unless this Counteroffer is accepted in this manner on/or before Fri. - 4/6/2007 (date) at 11:00A.M. AM/PM it shall be deemed null and void and all Earnest Money shall be returned to the Buyer. Seller's acceptance of another offer shall cause this Counteroffer to be null and void.

Buyer(s) Signature:



Date: 4/5/07

Date: _____

Seller:
As Attorney-In-Fact
Attn:

Date: _____

BY:

Buyer's Initials AM () ()

Seller's Initials () ()

MOLD DISCLOSURE AND INDEMNIFICATION AGREEMENT

This Mold Disclosure And Indemnification Agreement (hereinafter "Agreement") is made and entered into on this ____ day of _____, 200_, by and between Seller and James Martindale_(hereinafter "Buyer"), in reference to the following facts:

WHEREAS, Buyer has expressed its intention to purchase from Seller the real estate located at 1405 W Washington Street, Muncie, IN 47303_(hereinafter the "Property"); and

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

A. Buyer understands and acknowledges that:

1. mold/mildew may be present in or upon the property and may or may not be toxic;
2. these conditions are often the result of moisture invasion and/or water leakage;
3. the presence of certain kinds of mold, fungus, mildew and/or other organisms may adversely affect the value of the Property;
4. certain types of mold/mildew may cause severe allergic reactions and other health problems for some people;
5. not all molds/mildews are visible and locatable, even during a professional physical inspection of the property;
6. it is possible that the Property could have hidden mold that the Seller is not aware of;
7. neither Seller nor any of its officers, brokers, agents or employees have any personal knowledge of the condition of the Property or possess any expertise on this topic;
8. the Property has not been tested for mold/mildew;
9. Seller has advised and/or hereby advises Buyer (i) to have the Property inspected for the existence of such conditions or organisms, both known and unknown, and both visible or invisible, or the conditions that may lead to their formation, and (ii) to consult with appropriate experts and have specific testing for mold performed on the Property during the Buyer's physical inspection contingency period (as such period is defined or set forth in the purchase agreement between Seller and Buyer relating to the Property); and
10. any waiver or failure on the part of a Buyer to complete all inspections, including testing for mold, is against the advice of Seller.

B. Buyer covenants and agrees that:

1. all inspections, including testing for mold, shall be completed within the time frames set forth in the purchase agreement between Seller and Buyer relating to the Property.
2. the consequences of any waiver or failure on the part of a Buyer to complete all recommended inspections are the full and complete responsibility of the Buyer.

C. Buyer shall, specifically with regard to and in any way relating to the Property, protect, hold free and harmless, defend and indemnify Seller, its directors, officers, agents, employees and assigns from and against any and all claims, debts, demands, damages (including direct, liquidated, consequential, incidental or other damages), judgments, awards, losses, liabilities, interest, expert witness fees, attorney fees, and costs and expenses of whatsoever kind or nature, at any time arising out of any failure of the Buyer to perform any of the terms and conditions of any contract or purchase order, or which are in any manner, directly or indirectly, caused or occasioned by, or contributed to by, any act, omission, fault or negligence (whether active or passive) of the Buyer or anyone acting under its direction, control or on its behalf, in connection with or incident to any transaction or agreement between the Seller and the Buyer; even though the same may have resulted from the joint concurring contributory act, omission or negligence (whether active or passive) of Seller (unless the same be caused by the sole negligence or willful misconduct of Seller).

D. Without limiting the generality of the foregoing:

Buyer's Initials  () ()

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Seller's Initials () ()

1. The indemnity and hold harmless given above shall encompass all transactions, matters and issues relating to the condition (including but not limited to the presence of mold/mildew on the Property, whether known or unknown, visible or invisible), location or legal status of the Property that may require immediate or future action by Buyer or any other person or entity.

2. The indemnity and hold harmless given above shall encompass injury or death to any person or persons (including the Buyer, its agents, employees, relations, guests, contractors or assigns, the Seller, its agents, employees and assigns, and any other person or entity), and shall extend to any obligations or actions of any kind undertaken or performed by Seller relating to the Buyer or the Property.

3. The indemnity and hold harmless given above shall include the obligation to reimburse Seller for all defense costs and expenses incurred (including expert witness fees and attorney fees) in any legal actions or proceedings.

1. At Seller's election, the Buyer shall itself defend Seller in any and all such actions or proceedings.

D. Miscellaneous:

1. The Buyer binds itself, its relations, guests, partners, successors, executors, administrators and assigns to Seller with respect to all of the terms and conditions of this Agreement.

2. Should litigation be necessary to enforce any provision of this Agreement, then all litigation expenses, witness fees, court costs and attorney fees shall be paid by the prevailing party.

3. In the event that litigation is instituted under the terms and conditions of this Agreement, the same is to be brought and tried in the judicial district of the county in which Seller's principal place of business is located. The Buyer waives the right to have suit brought or tried in or removed to any other county or judicial jurisdiction.

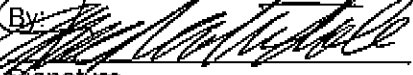
4. In the event any provision of this Agreement shall be held to be invalid or unenforceable, the other provision of this contract shall be valid and binding on the parties hereto.

5. This Agreement shall be interpreted in conjunction with the terms and conditions of the [fill in as appropriate, signed by Buyer in conjunction with this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

BUYER: James Martindale

SELLER

By:  4/5/07
Signature Date

By: _____
Signature Date

JAMES MARTINDALE
Printed or Typed Name

Printed or Typed Name

Its: _____
Title

Signature Date

Printed or Typed Name

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Seller's Initials () ()