

AGENT CHECKLIST FOR A NEW LISTING

FORM	DESCRIPTION / REQUIREMENTS
New Listing Agent Checklist (L1)	Fill out seller information below.
Listing Contract (L2)	4 page contract + front information sheet.
Sellers' Disclosure (L4)	Seller must fill out & sign.
Lead-Based Paint Disclosure (L3)	Top checked & bottom signed by seller.
Sellers' Estimated Proceeds (L5)	Fill out net & have seller sign.
Showing Information (L6)	Fill out completely. Showing instructions for office.
Home Warranty Application (L7A-L7B)	Seller must accept or waive.
ERA Commitment to Service (L8)	Seller must sign.
Keybox & Sign Placement (L9)	Agent must fill out & sign.
Tax Sheet & Property Card (L15)	From courthouse - both sheets.
Photos - disk w/9 photos (pre-selected) L16	Deadline with MLS stated below.
Lead-Based Paint Pamphlet for Seller (L14)	No signatures required. Leave with seller.

*Original key for property required @ agent expense. However, if blank key is on key rack, we will provide.

*Key must be tagged & checked in lock.

All forms are mandatory! All forms are to be completely filled out. Make sure all forms are signed by all parties. Make sure you fill out the front of the gray folder completely. A listing has 3 business days to get input into the MLS computer program. Counting the input day, the listing agent has 7 more days to get a photo of the property (up to 9 photos) for the MLS system. If these requirements are not met the listing is subject to fines charged by the board office (MEIAR). Fines include \$50.00 fee for the first late day & \$25.00 fee for each day thereafter.

To help build your database & service your seller better please fill out with a valid mailing address.

Name Myron Dance ~~Anthony Ziegler~~
 Address 2903 W. Skylark
Muncie, IN 47304
 E-Mail Address misterdance@comcast.net
 Telephone 717-3360

— Anthony Ziegler
 — 13434 Smokey Quartz Ln.
 Fishers, IN 46038
 — misterziegler@yahoo.com

**LISTING CONTRACT
(EXCLUSIVE RIGHT TO SELL)**

1 Date: April 24, 2007

2
3 In consideration of services to be performed by ERA Eagle Real Estate, Inc.
4 (Broker/Company, hereinafter referred to as "Broker") for Myron R. Dance and Anthony P. Ziegler

5 ("Seller"),
6 Seller appoints Broker as Seller's broker with irrevocable and exclusive right to sell, exchange, option, or lease the real property
7 known as 2017 S. Penn. in Center Township,
8 Delaware County, Muncie, Indiana 47302
9 (zip code) legally described as: G and O Sub Lot 6

10 _____ (the "Property").

11
12 This contract begins on April 24, 2007, and expires at 11:59 P.M. October 24, 2007
13 subject to the following terms and conditions:

14
15 List Price: \$ 51,900.00 Possession: Immediate
16 Seller represents that Seller is not delinquent on any loans which could constitute a lien on the Property and the total loans affecting the
17 Property do not exceed the list price and costs of sale. Also, Seller has the capacity to convey the Property by a general Warranty Deed or by
18 _____
19 _____

20
21 Terms of Sale: The Property may be sold for cash or any of the following methods indicated below:
22 _____ Conventional Mortgage _____ Conditional Sales Contract
23 _____ Insured Conventional Mortgage _____ FHA
24 _____ Assumption of Existing Mortgage Balance _____ VA
25 _____ Other _____

26 Seller agrees to pay costs associated with financing not to exceed _____
27 Property Offered for Sale: The above list price includes the Property and all improvements and fixtures permanently installed and
28 affixed thereto, **except** _____
29 Items of Personal Property included in the sale: Range, Refrigerator, Washer-Dryer Negotiable

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31
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33
34 **(A) EXCLUSIVE LISTING.** The parties understand and agree that this is an exclusive right to sell, option, exchange or lease
35 listing, and Broker shall be entitled to the commission hereinafter established which shall be payable upon the occurrence of any of the
36 following events:

- 37
38 (1) at the time the Property is sold, optioned, exchanged or leased by any person, including the Seller, to any person
39 during the term of this contract or any renewal or extension thereof.
40 (2) at the time Seller, Broker, or any other real estate licensee secures a buyer or lessee ready, willing and able to
41 purchase, option, exchange or lease the Property for such price and terms as specified, or such other price or terms
42 as Seller may accept,
43 (3) at the time an agreement is entered into to sell, exchange, option or lease during the term of this contract or any
44 renewal or extension thereof, and ultimately completed after the termination of this contract,
45 (4) the Property is sold, optioned, leased, or exchanged by Seller or any other person within 180 days
46 after termination of this Listing Contract to any person procured in whole or in part by the efforts of Broker, any
47 cooperating broker, or Seller, provided, however, this extension clause shall not apply if this Exclusive Listing
48 Contract terminates and the Property is listed exclusively with another licensed broker, or
49 (5) at the time of default by Seller to any valid, fully executed, written agreement to sell, option, exchange, or lease the
50 Property.

51
52 Any commission required to be paid under items (1), (3) and (4) above shall be due and payable at the closing of the transaction
53 when title to or any interest in the Property is transferred to a buyer or lessee. Any commission required to be paid under items
54 (2) and (5) above shall be due and payable upon demand by Broker. In the event that commission is not paid when due, then
55 Broker shall be entitled to interest at the rate of na % per annum until commission is paid.

56
57 If the Seller and a Buyer sign a Purchase Agreement, Option to Purchase Real Estate, Lease or the closing of the sale of the Property will not
58 take place until after the term of this contract, then this contract shall automatically be extended to coincide with the closing date or term of the
59 lease.

2017 S. Penn, Muncie, 47302
(Property Address)

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60 (B) **BROKER'S COMMISSION.** The broker's commission charged by the listing Broker for services rendered, with respect to any
61 listing, is solely a matter of negotiation between Broker and Seller and is not fixed, controlled, suggested recommended or
62 maintained by the Indiana Association of REALTORS®, Inc., the local Board/Association of REALTORS®, the MLS (if
63 applicable) or any person not a party to the contract. Seller has been advised of Broker's cooperative compensation policy.
64

65 Seller shall pay in cash to Broker for services a total commission as follows:

- 66
- 67 1. 7.000 % of the selling/exchange price or option selling price, not less than \$ _____
 - 68
 - 69 2. In the event of a purchase option, the Seller agrees to compensate Broker _____ %
70 of the consideration paid for an Option to Purchase.
 - 71 3. In the event of a lease, the Seller agrees to compensate Broker _____ % of
72 all amounts to be paid by a lessee to Seller over the term of the lease.
 - 73 4. Other: _____
 - 74
 - 75

76 (C) **COMMISSION IS LIEN; ATTORNEY FEES.** For purposes of this contract, the parties understand and agree that Broker's
77 commission is deemed to be a share of the purchase money received by Seller, and Broker shall have a lien on the funds and
78 a lien upon the Property until the commission is paid. If any action is filed in relation to this Listing Contract, the unsuccessful
79 party shall pay to the successful party a reasonable sum for the successful party's attorney's fees and court costs.
80

81 (D) **EARNEST MONEY.** Broker is authorized to accept earnest money or any part of the purchase price and hold it in an
82 escrow/trust account. In the event that Seller is to receive any portion of the earnest money, Seller authorizes Broker to keep
83 any earnest money deposits up to the amount the commission would have been if the sale was completed in payment for
84 Broker's expenses, services and advertising.
85

86 (E) **MLS INFO (IF APPLICABLE).** It is understood that the Broker may rely on the validity of the data pertaining to this Listing
87 Contract which has been provided by the Seller, and the Seller agrees that Broker may disclose the data to a Multiple
88 Listing Service ("MLS"), Internet or any advertising media and that the Broker may furnish notice to a MLS or other provider of all
89 changes of information concerning the Property.
90

91 (F) **INFORMATION REGARDING PROPERTY.** Seller acknowledges that the information on the Listing Profile Sheet and Seller's
92 Residential Real Estate Sales Disclosure Form (if applicable) is true and correct, and that Seller is the owner of the Property
93 or is the authorized agent(s) of the true owner with complete and full authority to act on behalf of the owner(s). Seller further
94 warrants that no other listing contract is now in force with any other broker. The Seller(s) or authorized agent(s) agree to
95 indemnify, actively defend and hold Broker, Company and its agents harmless from any damages, loss, liability and expenses including
96 attorney fees and costs, arising from incorrect information or failure to supply material information regarding the Property,
97 including, but not limited to the condition of appliances, heating, plumbing, electrical, sewage, major defects in structure, mold and/or other
98 environmental conditions or hazards, location of property lines, public and private restrictions on the use of the Property, any loss or liability
99 in conjunction with this agreement or with Broker or other licensees showing the Property including, but not limited to, injuries suffered by
100 other licensees or prospective buyers.
101

102 (G) **ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE.** Seller acknowledges that Listing Broker, Selling Broker and all
103 salespersons associated with Brokers are NOT experts and have NO special training, knowledge or experience with regard to the
104 evaluation or existence of possible lead-based paint, radon, mold and other biological contaminants ("Environmental Contaminants") which
105 might exist and affect the Property. Environmental Contaminants at harmful levels may cause property damage and serious illness,
106 including but not limited to, allergic and/or respiratory problems, particularly in persons with immune system problems, young children
107 and/or the elderly.
108

109 **Seller agrees to consult with appropriate experts and accepts all risks for Environmental Contaminants and releases and holds**
110 **harmless all Brokers, their companies and sales associates from any and all liability, including attorney's fees and costs, arising**
111 **out of or related to any inspection, inspection result, repair, disclosed defect or deficiency affecting the Property, including**
112 **Environmental Contaminants. This release shall survive the closing.**
113

114 (H) **AGENCY DISCLOSURES.**

- 115
- 116 1. **Office Policy.** Seller acknowledges receipt of a copy of the written office policy relating to agency.
- 117
- 118 2. **Agency Relationship.** I.C. 25-34.1-10-9.5 provides that a Licensee has an agency relationship with, and is
119 representing, the individual with whom the Licensee is working unless (1) there is a written agreement to the contrary;
120 or (2) the Licensee is merely assisting the individual as a customer without compensation. Licensee(Broker) represents the
121 interests of the Seller as Seller's agent to sell the Property. Licensee owes duties of trust, loyalty, confidentiality, accounting and
122 disclosure to the Seller. However, Licensee must deal honestly with a buyer and disclose to the buyer information
123 about the Property. All representations made by Licensee about the Property are made as the agent of the Seller.

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124 Seller is advised that the Property may be sold with the assistance of other Licensees working as buyer agents and
125 that Licensee's company policy is to cooperate with and compensate buyer agents. Buyer agents are Licensees who
126 show the Property to prospective buyers, but who represent only the interests of the buyer. Buyer agents owe duties
127 of trust, loyalty, confidentiality, accounting and disclosure to buyers. All representations made by buyer agents about
128 the Property are not made as the agent of the Seller.

- 129
130 3. **Limited Agency Authorization.** Licensee or the principal or managing broker may represent Buyer as a buyer agent.
131 If such a Buyer wishes to see the Property, Licensee has agency duties to both Seller and Buyer, and those duties
132 may be different or even adverse. Seller knowingly consents to Licensee acting as a limited agent for such showings.

133
134 If limited agency arises, Licensee **shall not disclose** the following without the Informed consent, in writing, of both
135 Seller and Buyer:

- 136
137 (a) Any material or confidential information, except adverse material facts or risks actually known by Licensee
138 concerning the physical condition of the Property and facts required by statute, rule, or regulation to be
139 disclosed and that could not be discovered by a reasonable and timely inspection of the Property by the parties.
140 (b) That a Buyer will pay more than the offered purchase price for the Property.
141 (c) That Seller will accept less than the listed price for the Property.
142 (d) Other terms that would create a contractual advantage for one party over another party.
143 (e) What motivates a party to buy or sell the Property.
144

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

147
148 Seller acknowledges that Limited Agency Authorization has been read and understood. Seller understands that Seller does not
149 have to consent to Licensee(s) acting as limited agent(s), but gives informed consent voluntarily to limited agency and waives
150 any claims, damages, losses, expenses, including attorneys' fees and costs, against Licensee(s) arising from Licensee(s)' role
151 of limited agent(s).

152
153 (I) **SELLER AUTHORIZATION AND COOPERATION.** Seller agrees to provide Broker with the required information necessary
154 for entry into a MLS, Internet or other advertising media, to include electronic media and the use of any exterior/interior photos, if
155 applicable. Seller will cooperate with Broker by permitting the Property to be shown at reasonable times and authorizes Broker to place and
156 remove "For Sale" and other signs on the Property.

- 157
158 1. Seller authorizes Broker and cooperating brokers, buyer brokers, Broker's personal assistants, contractors, inspectors,
159 appraisers and others reasonably necessary to market the Property to enter the Property. Seller acknowledges that a buyer may
160 enter the Property with contractors, inspectors or appraisers without being accompanied by Broker. Buyer or Buyer's broker may
161 take videos, photos and electronic images of the Property.
162 2. Seller will provide Broker with key(s) necessary to access the Property.
163 3. Seller authorizes Broker to have duplicate keys made.
164 4. Seller agrees not to rent or lease the Property during the term of this Listing Contract without written notification to
165 Broker.
166 5. Seller agrees that Broker may work with buyer brokers to assist in performing Broker's duties according to the
167 terms of this Listing Contract.
168 6. Seller grants to Broker an exclusive, non-revocable, copyright license to disseminate, publish, modify and reproduce all of the
169 content of this Listing Contract, including but not limited to, price and terms of financing on a closed sale, photographs, drawings,
170 written descriptions, narratives, and motion pictures obtained or produced by Broker and Broker's agents pursuant to this Listing
171 Contract to members of the Indiana Association of REALTORS®, Inc., to other brokers upon request and to a MLS, Internet or
172 any advertising media. Seller agrees that Broker shall own all rights, title and interest, including but not limited to, any copyright in
173 Property images taken by Broker's photographers or agents.
174 7. Seller authorizes its utility companies to divulge all utility information to Broker and to provide copies of utility
175 statements, if requested. Seller's utility companies are as follows: _____
176
177 8. Seller authorizes its lending institution to divulge all mortgage information to Broker and to provide copies of the
178 note and mortgage, if requested. Seller's lending institution is _____
179 _____ and the mortgage loan number is _____
180 9. Seller does does not authorize Broker to disclose the existence of multiple offers to Buyer. If Seller has authorized
181 disclosure of the existence of offers on the Property, Broker shall also disclose whether offers were obtained by the listing
182 licensee, another licensee in the listing firm or by a cooperating broker. (NOTE: Disclosure of individual and company names is
183 not necessary.)
184

185 If Seller's mortgage is subject to a pre-payment penalty, Seller agrees to give timely written notice to Seller's lender
186 that the mortgage is to be pre-paid from the sale proceeds of the Property. It is acknowledged that Seller's failure to
187 give this notice may result in a pre-payment penalty to be paid by Seller.

188
189 (J) **LOCKBOX/KEY AUTHORIZATION/USE.** To facilitate access to the Property, a lockbox installation is is not
190 authorized, subject to the following acknowledgments/conditions:

- 191 1. Seller will safeguard valuables. Seller accepts responsibility for preparing the Property to minimize the likelihood of injury, damage
192

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and/or loss of personal property.

- 2. Seller acknowledges Broker is not an insurer of Seller's real estate and personal property and waives claims against Broker and Broker's authorized persons for loss and/or damage. Seller further agrees to indemnify and hold harmless Broker and all authorized persons from claims by third parties from all loss and/or damage.
- 3. Seller instructs Broker to make reasonable efforts to notify Seller of showing requests. If Seller cannot be contacted to schedule a showing, Seller wants does not want Broker to use the lockbox/key for access to the Property.
- 4. Where a tenant/lessee occupies the Property, it is Seller's full responsibility to obtain tenant/lessee consent to allow the use of a lockbox/key.

(K) FAIR HOUSING. The parties acknowledge that the Fair Housing Act prohibits discrimination in housing because of race, color, national origin, religion, sex, familial status, and handicap.

(L) ADDITIONAL PROVISIONS.

- 1. Seller understands the terms of this Listing Contract and has received a copy.
- 2. The parties to this contract agree that it contains the entire agreement of the parties and cannot be changed except by their written consent.
- 3. The parties to this contract agree that it is binding upon the parties' heirs, administrators, executors, successors and assigns.
- 4. Seller acknowledges receipt of an estimate of selling expenses.
- 5. Seller acknowledges there are homeowner's association fees and/or assessments in the amount of \$ _____ per _____, which have been paid by Seller through _____.
- 6. The parties to this contract agree that this contract may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this contract may be transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original document shall be promptly delivered, if requested.
- 7. Broker may refer 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 does not guarantee the performance of any service provider. Seller is free to select providers other than those referred or recommended to Seller by Broker.
- 8. Broker is not and shall not be charged with the responsibility for the custody, management, care, maintenance, protection or repair of the Property nor for the protection or custody of any personal property located thereon, unless provided for in another written agreement.
- 9. Seller consents to receive communications from Broker via telephone, U.S. mail, email and facsimile at the numbers/addresses provided to Broker unless Seller notifies Broker in writing to the contrary.
- 10. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.
- 11. Seller discloses to Listing Broker that Seller is licensed and holds License # _____.

(M) FURTHER CONDITIONS.

If seller is unhappy with services or decide not to sell property, Patrick agrees to release this agreement.

Cecil Hisle SR is Excluded from this listing for 30 days

[Signature] IB59000380 *Patrick D Ziegler* 04/24/2007
 SALESPERSON/AGENT IN LICENSE # SELLER'S SIGNATURE DATE

ERA Eagle Real Estate, Inc.
[Signature] IB59000380 IN LICENSE # Myron Davel 04/24/2007
 BROKER OR COMPANY NAME (Property Name) PRINTED SELLER'S SIGNATURE DATE

PRINTED

Approved by and restricted to use by members of the Indiana Association of REALTORS®, Inc. This is a legally binding contract, if not understood seek legal advice. Form #01. Copyright IAR 2006

UPDATED MARCH 2007

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SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

State Form 46234 (R3 / 11-02)

Date (month, day, year)

4/24/07

Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT ACTUAL KNOWLEDGE as of the above date. The prospective buyer and the owner may wish to obtain professional advice or inspections of the property and provide for appropriate provisions in a contract between them concerning any advice, inspections, defects, or warranties obtained on the property. The representations in this form are the representations of the owner and are not the representations of the agent, if any. This information is for disclosure only and is not intended to be a part of any contract between the buyer and the owner. Indiana law (IC 24-3.5-2) generally requires sellers of 1-4 unit residential property to complete this form regarding the known physical condition of the property. An owner must complete and sign the disclosure form and submit the form to a prospective buyer before an offer is accepted for the sale of the real estate.

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

2017 S. Penn St Muncie IN 47302

The following are in the conditions indicated.

A. APPLIANCES	None/Not Included	Defective	Not Defective	Do Not Know
Built-in Vacuum System	✓			
Clothes Dryer <i>NEG.</i>			✓	
Clothes Washer <i>NEG.</i>			✓	
Dishwasher	✓			
Disposal	✓			
Freezer	✓			
Gas Grill	✓			
Hood	✓			
Microwave Oven <i>NEG.</i>			✓	
Oven <i>NEG.</i>			✓	
Range <i>NEG.</i>			✓	
Refrigerator <i>NEG.</i>			✓	
Room Air Conditioner(s)	✓			
Trash Compactor	✓			
TV Antenna / Dish	✓			
Other:				

B. ELECTRICAL SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know
Air Purifier	✓			
Burglar Alarm	✓			
Ceiling Fan(s)			✓	
Garage Door Opener / Controls	✓			
Inside Telephone Wiring and Blocks / Jacks			✓	
Intercom	✓			
Light Fixtures			✓	
Sauna	✓			
Smoke / Fire Alarm(s)			✓	
Switches and Outlets			✓	
Vent Fan(s)	✓			
60 / 100 / 200 Amp Service (Circle one)			✓	

NOTE: "Defect" means a condition that would have a significant adverse effect on the value of the property that would significantly impair the health or safety of future occupants of the property, or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

C. WATER & SEWER SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know
Cistern	✓			
Septic Field / Bed	✓			
Hot Tub	✓			
Plumbing			✓	
Aerator System	✓			
Sump Pump	✓			
Irrigation Systems	✓			
Water Heater / Electric	✓			
Water Heater / Gas			✓	
Water Heater / Solar	✓			
Water Purifier	✓			
Water Softener	✓			
Well	✓			
Other Sewer System (Explain)				

	Yes	No	Do Not Know
Are the improvements connected to a public water system?	✓		
Are the improvements connected to a public sewer system?	✓		
Are there any additions that may require improvements to the sewage disposal system?		✓	
If yes, have the improvements been completed on the sewage disposal system?			
Are the improvements connected to a private/community water system?		✓	
Are the improvements connected to a private/community sewer system?		✓	

D. HEATING & COOLING SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know
Attic Fan	✓			
Central Air Conditioning	✓			
Hot Water Heat	✓			
Furnace Heat / Gas			✓	
Furnace Heat / Electric	✓			
Solar House-Heating	✓			
Woodburning Stove	✓			
Fireplace	✓			
Fireplace Insert	✓			
Air Cleaner	✓			
Humidifier	✓			
Propane Tank	✓			
Other Heating Source				

M.P.D.

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

1 PROPERTY ADDRESS: _____
2

3 LEAD WARNING STATEMENT

4 Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that
5 such property may present exposure to lead from lead-based paint that may place young children at risk of developing
6 lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning
7 disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a
8 particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer
9 with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and
10 notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint
11 hazards is recommended prior to purchase.
12

13 SELLER'S DISCLOSURE

14 (a.) Presence of lead-based paint and/or lead-based paint hazards: (check (i) or (ii) below)

15 (i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
16
17
18

19 (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
20
21

22 (b.) Records and reports available to the seller: (check (i) or (ii) below)

23 (i) _____ Seller has provided the buyer with all available records and reports including Seller's Residential Real Estate
24 Sales Disclosure form, if applicable, pertaining to lead-based paint and/or lead-based paint hazards in the
25 housing (list and attach documents below): _____
26
27

28 (ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
29

30 BUYER'S ACKNOWLEDGMENT (initial)

31 (c.) _____ Buyer has received copies of all information listed above.

32 (d.) _____ Buyer has received the pamphlet Protect Your Family From Lead In Your Home.

33 (e.) _____ Buyer has (check (i) or (ii) below):

34 (i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for
35 the presence of lead-based paint and/or lead-based paint hazards;

36 OR

37 (ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or
38 lead-based paint hazards.

39 BROKER'S ACKNOWLEDGMENT (initial)

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

45 CERTIFICATION OF ACCURACY

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

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

55 BUYER'S SIGNATURE _____

56 DATE _____

55 Anthony P. Ziegler
56 SELLER'S SIGNATURE _____

55 4/24/07
56 DATE _____

58 PRINTED _____

58 PRINTED _____

59 BUYER'S SIGNATURE _____

60 DATE _____

59 Michael D. ...
60 SELLER'S SIGNATURE _____

59 4/24/07
60 DATE _____

62 PRINTED _____

62 PRINTED _____

63 SELLING BROKER _____

64 DATE _____

63 [Signature]
64 LISTING BROKER _____

63 4/24/07
64 DATE _____

SELLER'S GOOD FAITH ESTIMATE REPORT

Prepared For

Anthony P Ziegler Myron Dance
2017 S. Penn
Muncie, IN 47302

Gross Amount Due Seller

Sale Price:	\$51,900
Adjustments for Items Paid in Advance:	0
City/Town Taxes:	0
County Taxes:	0
Assessments:	0
:	0
:	0
Gross Amount Due Seller:	\$51,900

Reductions in Amount Due Seller

Other Liens/ Obligations:	0
Unpaid Assessments:	0
Total Per Diem Interest:	0
Homes Association Dues:	0
Mortgage Prepayment Penalty:	0
Buyer Closing Costs Paid By Seller:	2000 2000
Title Insurance Policy:	\$310
Release of Lien Fee:	0
Closing and Escrow Fee:	0
Tax Service/Underwriting Fees:	0
Real Estate Taxes:	\$1,000
Mechanical Repairs:	0
Termite Treatment Cost:	0
Real Estate Commission:	\$3,500 6.74%
FHAVA Lender Discount Points:	0 0%
Deed/Misc.:	\$100
Total Reductions in Amount Due Seller:	\$6,810

Amount Due Seller

Closing Date:	4/24/2007
Gross Amount Due Seller:	\$51,900
Total Reductions:	\$6,810
Amount Due Seller:	\$45,090

Figures are estimates only and are subject to change.
Final estimates must be obtained from the closing agent.

Anthony P Ziegler
Myron Dance

ERA Eagle Real Estate, Inc. Office Policy When Representing Sellers

Agency Relationships. Indiana Law (I.C.25-34.1 – 1-10-9.5) provides that a Licensee has an agency relationship with, and is representing, the individual with whom the Licensee is working unless (1) there is a written agreement to the contrary; or (2) the Licensee is merely assisting the individual as a customer. The Licensee (broker or salesperson) at ERA Eagle Real Estate, Inc. represents the interest of the Seller as a Seller's agent to sell the Property. Such Licensee owes duties of trust, loyalty, confidentiality, accounting, and disclosure to the Seller. However, Licensee must deal honestly with a buyer and disclose information to the buyer about the Property. All representations made by Licensee about the Property are made as the agent of the Seller.

Seller is advised that the Property may be sold with the assistance of the Licensees working as buyer agents and that Licensee's company policy is to cooperate with and compensate buyer agents on a 50/50 basis (MEIAR members only). Buyer agents are Licensees who show the Property to prospective buyers, but who represent only the interests of the buyer. Buyer agents owe duties of trust, loyalty, confidentiality, accounting, and disclosure to buyers. All representations made by buyer agents about the Property are not made as the agent of the Seller.

Limited Agency Authorization: The Licensee or principal or managing broker may personally represent a buyer as a buyer's agent. If such a Buyer wishes to see the Property, then Licensee has agency duties to both Seller and Buyer which may be different or even adverse. If limited agency arises, Licensee **shall not disclose** the following without the informed consent, in writing, of both Seller and Buyer.

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

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

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

REALTOR, in response to inquiries from buyers or cooperating broker, shall divulge that there is(are) existing offers on the property.

Property Address City, St. Zip

Charles P. Brown 4/24/06
Seller's Signature Date

Myron Davis 4-24-06
Seller's Signature Date

Printed Name

Printed Name



Delaware County Real Estate Tax Inquiry for Year of 2006.

-- Not for Official Use! --

Spring Tax Due Date: May 17, 2006 Fall Tax Due Date: NOVEMBER 10, 2006

Parcel No.: 11 22 209 014 000 Tax Unit: 3 MUNCIE Tax Year: 2006

Owner Name 1: TREMAINE GLEN L AND VICKI L

Property Address: 2017 S PENN ST

Mailing Address: 2017 S PENN MUNCIE IN 47302

Legal STR: 0 Legal Section: Legal Block: 7
Legal Plat: Legal Sub: Legal Lot No.: 0

Legal Description: G AND O SUB

Inlot : 6, 0, 0, 0, 0, 0, 0, 0, 0, 0

Outlot : 0, 0 Acreage: 0 Transfer Date: 1999-03-24

Book: 1999 Page: 1959 Usage Code: 510

----- Assessed Values -----

Land: 4900 Improvements: 20600

----- Exemptions -----

Homestead: 0 Over 65: 0 Mortgage: 0
Blind/Disability: 0 Rehabilitation: 0 Fertilizer: 0
Veteran: 0 Abatement: 0 Non-Profit: 0

--- Spring Tax Charge ---

--- Fall Tax Charge ---

1ST 1/2 Year Gross Tax: \$ 543.98 2ND 1/2 Year Gross Tax: \$ 543.98
1ST Homestead Credit: \$ 0.00 2ND Homestead Credit: \$ 0.00
1ST Replacement Credit: \$ 139.78 2ND Replacement Credit: \$ 139.78
1ST Net This Installment: \$ 404.20 2ND Net This Installment: \$ 404.20

--- Spring Tax & Assessments Due ---

--- Fall Tax & Assessments Due ---

Spring Taxes: \$ 0.00 Fall Taxes: \$ 404.20
Ditches: \$ 0.00 Ditches: \$ 0.00
Tax delinquent's: \$ 0.00 Fall Amount Due: \$ 404.20
Sewages: \$ 0.00
Weed Cuts: \$ 0.00
Barretts: \$ 0.00
Line Fences: \$ 0.00

• Features of this home include:

You must see this outstanding home! This home is completely remodeled throughout (updates listed below) and includes low maintenance exterior, and a great floor plan. This is the best value on the market and is an absolutely beautiful home. This home is move-in ready on a quiet street and has a great floor plan for the family or the single person. Located just off Memorial Drive close to shopping, BSU, and the bypass for easy access to Indy. Seller's say "we will help with closing costs up to \$2000 and leave NEW appliances, including flat top range, Refrigerator, Microwave range hood, and Washer-Dryer with full price offer"!!
Low monthly payment of \$_____ with ZERO down!!

New updates 2007:

Covered porch

Roof, including new sheeting and 25 yr. shingles

Vinyl Siding

Vinyl thermo-pane windows with lifetime warranty

Soffits and Guttering

Landscaping

Off street driveway

Exterior doors

Storm doors

Interior doors

Laminate Flooring

Much new drywall

Frieze Carpets

Brush nickel fixtures throughout

Beautiful updated kitchen including new countertop

Crown Molding and new trim work

New interior paint

New bathroom fixtures, (except tub base)

APR
MDP

Check All that apply.

*All Fields marked with an asterisk and bold text are required

*MLS #

EXTERIOR <input type="checkbox"/> Aluminum <input type="checkbox"/> Block <input type="checkbox"/> Brick <input type="checkbox"/> Cedar <input type="checkbox"/> Log Home <input type="checkbox"/> Metal <input type="checkbox"/> Shingle <input type="checkbox"/> Steel <input type="checkbox"/> Stone <input type="checkbox"/> Stucco <input checked="" type="checkbox"/> Vinyl <input type="checkbox"/> Wood <input type="checkbox"/> Other-See Remarks	DRIVEWAY <input type="checkbox"/> Alley <input type="checkbox"/> Asphalt <input type="checkbox"/> Concrete <input type="checkbox"/> Dirt <input checked="" type="checkbox"/> Gravel <input type="checkbox"/> Stone <input type="checkbox"/> None	PATIO/DECK/PORCH <input checked="" type="checkbox"/> Covered <input type="checkbox"/> Deck <input type="checkbox"/> Enclosed <input type="checkbox"/> Open <input type="checkbox"/> Screened <input type="checkbox"/> Patio <input checked="" type="checkbox"/> Porch <input type="checkbox"/> None	AIR CONDITIONING <input type="checkbox"/> Central Air <input type="checkbox"/> Heat Pump <input type="checkbox"/> Wall Unit(s) <input type="checkbox"/> Window Unit(s) <input checked="" type="checkbox"/> None	SHOW INSTRUCTIONS <input checked="" type="checkbox"/> Green <input type="checkbox"/> Caution Pets <input type="checkbox"/> Day Sleeper <input type="checkbox"/> Do Not Show Before 9am <input type="checkbox"/> Listing Agent Presence <input type="checkbox"/> No-See Remarks <input checked="" type="checkbox"/> Call for Appointment <input type="checkbox"/> Subject to Seller Finding
ROOFING <input checked="" type="checkbox"/> Shingle <input type="checkbox"/> Steel <input type="checkbox"/> Rolled <input type="checkbox"/> Rubber <input type="checkbox"/> Tile <input type="checkbox"/> Wood Shake <input type="checkbox"/> Other-See Remarks <input type="checkbox"/> Metal	FIREPLACE <input type="checkbox"/> Living Room <input type="checkbox"/> Dining Room <input type="checkbox"/> Family Room <input type="checkbox"/> Den/Study <input type="checkbox"/> Master Bedroom <input type="checkbox"/> Great Room <input type="checkbox"/> Electric <input type="checkbox"/> Gas Log <input type="checkbox"/> Wood Burning <input checked="" type="checkbox"/> None	POOL <input type="checkbox"/> Above-Ground <input type="checkbox"/> In-Ground <input type="checkbox"/> Hot Tub <input checked="" type="checkbox"/> None	WATER HEATER <input type="checkbox"/> Electric <input checked="" type="checkbox"/> Gas-Natural <input type="checkbox"/> Gas-Propane <input type="checkbox"/> More than One <input type="checkbox"/> Rental <input type="checkbox"/> Other-See Remarks <input type="checkbox"/> None	DOCS ON FILE <input checked="" type="checkbox"/> Aerial Photo <input type="checkbox"/> Agency <input checked="" type="checkbox"/> Seller's Disclosure <input type="checkbox"/> Environmental <input type="checkbox"/> Floor Plan <input type="checkbox"/> Home Warranty <input checked="" type="checkbox"/> LBP Form <input type="checkbox"/> Legal <input type="checkbox"/> Plat Layout <input type="checkbox"/> Soil Samples <input type="checkbox"/> Survey <input type="checkbox"/> Topography <input type="checkbox"/> None
WINDOWS <input type="checkbox"/> Aluminum <input type="checkbox"/> Casement <input checked="" type="checkbox"/> Double-Hung <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Screens <input type="checkbox"/> Storm Windows <input checked="" type="checkbox"/> Thermo-Pane <input type="checkbox"/> Wood <input type="checkbox"/> Sliding <input type="checkbox"/> Double-Pane <input type="checkbox"/> Partial <input type="checkbox"/> Other-See Remarks <input type="checkbox"/> Stained Glass	APPLIANCES INCLUDED* <input type="checkbox"/> Compactor <input type="checkbox"/> Dishwasher <input type="checkbox"/> Disposal <input checked="" type="checkbox"/> Range-Electric <input type="checkbox"/> Range-Gas <input type="checkbox"/> Range-Propane <input checked="" type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Microwave <input type="checkbox"/> Softener-Leased <input type="checkbox"/> Softener-Owned <input checked="" type="checkbox"/> Washer <input checked="" type="checkbox"/> Dryer-Electric <input type="checkbox"/> Dryer-Gas <input type="checkbox"/> Dryer-Propane <input type="checkbox"/> Washer/Dryer Hookup <input checked="" type="checkbox"/> Negotiable <input type="checkbox"/> None	OUTBUILDINGS <input type="checkbox"/> Barn <input type="checkbox"/> Horse Barn <input type="checkbox"/> Pole Barn 1 <input type="checkbox"/> Pole Barn 2 <input type="checkbox"/> Storage Shed <input type="checkbox"/> Utility Building <input type="checkbox"/> Other-See Remarks <input checked="" type="checkbox"/> None	MEDIA (TV) <input type="checkbox"/> Antenna <input checked="" type="checkbox"/> Cable <input type="checkbox"/> Satellite w/Controls <input type="checkbox"/> Satellite w/o Controls <input type="checkbox"/> None	DOCS ONLINE <input type="checkbox"/> Aerial Photo <input type="checkbox"/> Agency <input checked="" type="checkbox"/> Seller's Disclosure <input type="checkbox"/> Environmental <input type="checkbox"/> Floor Plan <input type="checkbox"/> Home Warranty <input type="checkbox"/> LBP Form <input type="checkbox"/> Legal <input type="checkbox"/> Plat Layout <input type="checkbox"/> Soil Samples <input type="checkbox"/> Survey <input type="checkbox"/> Topography <input type="checkbox"/> None
WINDOW TREATMENTS <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Partial <input type="checkbox"/> Negotiable	FENCE <input type="checkbox"/> Block <input type="checkbox"/> Brick <input type="checkbox"/> Full <input type="checkbox"/> Partial <input type="checkbox"/> Chain Link <input type="checkbox"/> Farm <input type="checkbox"/> Invisible <input type="checkbox"/> Picket <input type="checkbox"/> Privacy <input type="checkbox"/> Split-Rail <input type="checkbox"/> PVC <input type="checkbox"/> Vinyl <input checked="" type="checkbox"/> None <input type="checkbox"/> Other-See Remarks	TOPOGRAPHY/AMEN <input type="checkbox"/> Gently Rolling <input checked="" type="checkbox"/> Level <input type="checkbox"/> Sloping <input type="checkbox"/> Creek <input type="checkbox"/> Lake <input type="checkbox"/> Pond <input type="checkbox"/> River <input type="checkbox"/> Spring <input type="checkbox"/> None <input type="checkbox"/> Cardinal Greenway	WATER <input checked="" type="checkbox"/> City <input type="checkbox"/> Private <input type="checkbox"/> Well <input type="checkbox"/> Unknown <input type="checkbox"/> None	COMMON AMENITIES <input type="checkbox"/> Clubhouse <input type="checkbox"/> Swimming Pool <input type="checkbox"/> Playground <input type="checkbox"/> Tennis Courts <input checked="" type="checkbox"/> None
SECONDARY GARAGE* <input type="checkbox"/> 1 Car Attached <input type="checkbox"/> 1 Car Detached <input type="checkbox"/> 1.5 Car Attached <input type="checkbox"/> 1.5 Car Detached <input type="checkbox"/> 2 Car Attached <input type="checkbox"/> 2 Car Detached <input type="checkbox"/> 2.5 Car Attached <input type="checkbox"/> 2.5 Car Detached <input type="checkbox"/> 3-Car Attached <input type="checkbox"/> 3-Car Detached <input type="checkbox"/> 4-Car Attached <input type="checkbox"/> 4-Car Detached <input type="checkbox"/> Carport <input type="checkbox"/> Garage Door Opener <input checked="" type="checkbox"/> None <input type="checkbox"/> Other-See Remarks	HEAT TYPE <input type="checkbox"/> Baseboard <input type="checkbox"/> Ceiling Cable <input type="checkbox"/> Electric Thermal <input checked="" type="checkbox"/> Forced Air <input type="checkbox"/> Geothermal <input type="checkbox"/> Gravity <input type="checkbox"/> Heat Pump <input type="checkbox"/> Radiant <input type="checkbox"/> Space Heater <input type="checkbox"/> Water/Steam <input type="checkbox"/> None <input type="checkbox"/> Other-See Remarks	SEWER <input checked="" type="checkbox"/> City <input type="checkbox"/> Private <input type="checkbox"/> Septic <input type="checkbox"/> None <input type="checkbox"/> Unknown	FLOOD PLAN <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown	
*Directions:	HEAT FUEL <input type="checkbox"/> Coal <input type="checkbox"/> Electric <input checked="" type="checkbox"/> Gas-Natural <input type="checkbox"/> Gas-Propane <input type="checkbox"/> Hot Water <input type="checkbox"/> Oil <input type="checkbox"/> Solar <input type="checkbox"/> Wood <input type="checkbox"/> Other-See Remarks <input type="checkbox"/> None	EXEMPTIONS <input type="checkbox"/> Blind/Disabled <input type="checkbox"/> Disabled Veteran <input type="checkbox"/> Geothermal Heat System <input type="checkbox"/> Homestead <input type="checkbox"/> Mortgage <input type="checkbox"/> Not-For-Profit <input type="checkbox"/> Over-65 <input type="checkbox"/> Veteran <input checked="" type="checkbox"/> None <input type="checkbox"/> Other-See Remarks	UTILITY COMPANIES <input checked="" type="checkbox"/> Vectren <input checked="" type="checkbox"/> AEP/I&M <input type="checkbox"/> REMC <input type="checkbox"/> Cinergy <input checked="" type="checkbox"/> Indiana American Water <input checked="" type="checkbox"/> Muncie Sanitary Dist <input type="checkbox"/> New Castle Utility <input type="checkbox"/> Other-See Remarks <input type="checkbox"/> Hartford City Water/Sewer <input type="checkbox"/> Eaton City Water/Sewer <input type="checkbox"/> Dunkirk City Water/Sewer <input type="checkbox"/> Ohio Valley Gas <input type="checkbox"/> Montpelier Water/Sewer	
Remarks (1000) use additional Remarks/Addendum form if necessary.	INTERNE <input type="checkbox"/> Do Not Transmit	POSSESSION <input type="checkbox"/> 10 DAC <input type="checkbox"/> 15 DAC <input type="checkbox"/> 30 DAC <input type="checkbox"/> 45 DAC <input type="checkbox"/> 60 DAC <input type="checkbox"/> 90 DAC <input checked="" type="checkbox"/> Day of Final Closing <input type="checkbox"/> Negotiable <input type="checkbox"/> Tenant's Rights <input type="checkbox"/> Tenant's Rights - 7 Days <input type="checkbox"/> Tenant's Rights - 30 Days <input type="checkbox"/> Tenant's Rights - 60 Days		

*Directions:

*Remarks (1000) use additional Remarks/Addendum form if necessary.

Addendum (1000) use additional Remarks/Addendum form if necessary.

* County Delaware *Area: _____ *Quadrant: _____ *Asking Price\$: 51,900.00
 *Address: 2017 S. Penn Address2: _____
 *City: Muncie State: _____ ZIP+4: 47302 Virtual Tour Link: _____

ONE NUMBER MUST BE SELECTED UNDER EACH KEYWORD or RANGE FIELD:

*Rooms <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input checked="" type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10	*Bedrooms <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6	*Full Baths <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	*Half Baths <input checked="" type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3	*Main Garage Type <input type="checkbox"/> 1 Car Attached <input type="checkbox"/> 1 Car Detached <input type="checkbox"/> 1.5 Car Attached <input type="checkbox"/> 1.5 Car Detached <input type="checkbox"/> 2 Car Attached <input type="checkbox"/> 2 Car Detached <input type="checkbox"/> 2.5 Car Attached <input type="checkbox"/> 2.5 Car Detached <input type="checkbox"/> 3 Car Attached <input type="checkbox"/> 3 Car Detached <input type="checkbox"/> 4 Car Attached <input type="checkbox"/> 4 Car Detached <input type="checkbox"/> Carport <input checked="" type="checkbox"/> None <input type="checkbox"/> Other- See Remarks	*Style Type: <input type="checkbox"/> 1 Story <input checked="" type="checkbox"/> 1.5 Story <input type="checkbox"/> 2 Stories <input type="checkbox"/> 2.5 Stories <input type="checkbox"/> 3 Stories <input type="checkbox"/> Bi-Level <input type="checkbox"/> Condo/Villa <input type="checkbox"/> Duplex <input type="checkbox"/> Ranch <input type="checkbox"/> Tri-Level <input type="checkbox"/> Manufactured <input type="checkbox"/> Other-See Remarks	*Foundation Type <input type="checkbox"/> Crawl Space <input checked="" type="checkbox"/> Slab <input type="checkbox"/> Basement <input type="checkbox"/> Walkout Basement <input type="checkbox"/> Basement/Crawl <input type="checkbox"/> None <input type="checkbox"/> Other-See Remarks
*Contract <input type="checkbox"/> Yes <input type="checkbox"/> No				*Main Outbuilding Type <input type="checkbox"/> Barn <input type="checkbox"/> Horse Barn <input type="checkbox"/> Pole Barn 1 <input type="checkbox"/> Pole Barn 2 <input checked="" type="checkbox"/> Storage Shed <input type="checkbox"/> Utility Building <input type="checkbox"/> None <input type="checkbox"/> Other-See Remarks		

*Agent: Patrick Orr Co-Agent: _____ Commission: *SO 3.500
 *Variable: _____ *Photo/Video: _____ *List Date: 04/24/2007 *Expire Date: 10/24/2007
 Linked MLS Number: _____ *Entry: _____ Location of Keybox: _____
 *Township: Center *Subdivision: _____ Zoning: _____
 *Legal: _____ *Irregular: _____ *Lot Frontage: _____ *Lot Depth: _____
 *+ # Acres: _____ Price per Acre: _____ *YR Built: _____ *+Total SQFT: _____ Main Level SQFT: _____
 UpperLevel-1SQFT: _____ UpperLevel-2SQFT: _____ LowerLevelSQFT: _____ *Source: _____
 *+Bsmt SQFT: _____ Walkout: _____ +Bsmt Finished SQFT: _____ +Bsmt Unfinished SQFT: _____
 *Elementary: _____ *Middle: _____ *High School: _____

Rooms	Approx. Size	Level	Comments	Rooms	Approx. Size	Level	Comments
Living Room		1		Bedroom 5			
Great Room				Bath 1	1		
Family Room				Bath 2			
Kitchen		1		Utility Room	1		
Dining Room				Other Room 1			
Den/Study		1		Other Room 2			
Bedroom 1		1		Other Room 3			
Bedroom 2		2		Outbuilding 1			
Bedroom 3		2		Outbuilding 2			
Bedroom 4				Outbuilding 3			

Reserved: _____ Showing Instructions: _____
 *Tax ID#: _____ *Land Value: _____ *Improve. Value: _____ *Est. Ann Tax\$: _____
 Ditch Fee _____ Other Expense \$: _____ Other Expense per: _____
 Annual Blue River Conservancy Fee: _____ Avg. Utilities per Month: Gas: _____ Electric: _____
 Water: _____ Sewage: _____
 Gas Available: _____ Assoc. Dues \$: _____ Assoc. Dues per: _____
 *Assumption: _____ *Seller Assisted: _____ *Auction: _____ Auction Date: _____

Page 1 of 2 Seller's Signature: Patrick Orr Myra Orr Date: 4-24-07

2. ROOF	YES	NO	DO NOT KNOW
Age, if known: <u>2007</u> Years.			
Does the roof leak?		<input checked="" type="checkbox"/>	
Is there present damage to the roof?		<input checked="" type="checkbox"/>	
Is there more than one roof on the house?		<input checked="" type="checkbox"/>	
If so, how many layers?		<input checked="" type="checkbox"/>	

3. HAZARDOUS CONDITIONS	YES	NO	DO NOT KNOW
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation or PCB's? Explain:		<input checked="" type="checkbox"/>	

Have you done any repair work to the Septic System? YES NO If yes, please describe work completed and when.

Do you know if you are hooked to a leach field?

Do you know the age of the furnace?

4. OTHER DISCLOSURES	YES	NO	DO NOT KNOW
Do improvements have aluminum wiring?		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Are there any foundation problems with the improvements?		<input checked="" type="checkbox"/>	
Are there any encroachments?		<input checked="" type="checkbox"/>	
Are there any violations of zoning, building codes or restrictive covenants?		<input checked="" type="checkbox"/>	
Is the present use a non-conforming use? Explain:		<input checked="" type="checkbox"/>	
Have you received any notices by any governmental or quasi-governmental agencies affecting this property?		<input checked="" type="checkbox"/>	
Are there any structural problems with the buildings?		<input checked="" type="checkbox"/>	
Have any substantial additions or alterations been made without a required building permit?		<input checked="" type="checkbox"/>	
Are there moisture and/or water problems in the basement, crawl space area, or any other area?		<input checked="" type="checkbox"/>	
Is there any damage due to wind, flood, termites or rodents?		<input checked="" type="checkbox"/>	
Have any improvements been treated for wood destroying insects?		<input checked="" type="checkbox"/>	
Are the furnace/woodstove/chimney/flue all in working order?	<input checked="" type="checkbox"/>		
Is the property in a flood plain?		<input checked="" type="checkbox"/>	
Do you currently pay flood insurance?		<input checked="" type="checkbox"/>	
Does the property contain underground storage tank(s)?		<input checked="" type="checkbox"/>	
Is the homeowner a licensed real estate salesperson or broker?		<input checked="" type="checkbox"/>	
Is there any threatened or existing litigation regarding the property?		<input checked="" type="checkbox"/>	
Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?		<input checked="" type="checkbox"/>	
Is the property located within one (1) mile of an airport?		<input checked="" type="checkbox"/>	

E. ADDITIONAL COMMENTS AND / OR EXPLANATIONS: (Use additional pages if necessary)

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below:

Signature of Seller <i>Anthony P Ziegler</i>	Date <u>4-24-07</u>	Signature of Buyer	Date
Signature of Seller <i>Myron [Signature]</i>	Date <u>4-24-07</u>	Signature of Buyer	Date

The seller hereby certifies that the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.

Signature of Seller	Date	Signature of Seller	Date
---------------------	------	---------------------	------