

Listing Broker (Co.) EPA Equal Real Estate (office code) By Patrick Orr (individual code)  
Selling Broker (Co.) Pippin Appraisal Serv (office code) By Louise Pippin (individual code)

**PURCHASE AGREEMENT**  
(IMPROVED PROPERTY)

1 Date: April 23, 2007

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3 1. **BUYER:** NATALIE K. SHAPER ("Buyer") agrees  
4 to buy the following property from the owner ("Seller") for the consideration and subject to the following terms, provisions, and  
5 conditions:  
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7 2. **PROPERTY:** The property ("Property") is known as 7400 W SR-28  
8 in CRISTON Township, HARRISON County, INDIANA  
9 Indiana, 47342 (zip code) legally described as: MAG ACRES LOT 2

10 together with any existing permanent improvements and fixtures attached (unless leased), such as, but not limited to, electrical and/or gas  
11 fixtures, home heating fuel, heating and central air-conditioning equipment and all attachments thereto, built-in kitchen equipment, sump  
12 pump, water softener, water purifier, gas grills, fireplace inserts, gas logs and grates, central vacuum equipment, window shades/blinds,  
13 curtain rods, drapery poles and fixtures, ceiling fans and light fixtures, towel racks and bars, storm doors, windows, awnings, TV antennas,  
14 satellite dishes and controls, storage barns, all landscaping, mailbox, garage door opener with control(s) AND THE FOLLOWING:  
15 All ITEMS on the LISTING SHEET  
16 GENERAL AND TO AVOID ALL WORK BE DONE  
17 "AS IS"

18 The terms of this Agreement will determine what items are included/excluded. All items sold shall be fully paid for by Seller at  
19 time of closing the transaction. Buyer should verify total square footage, land, room dimensions or community amenities if  
20 material.  
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22 3. **PRICE:** Buyer will pay the total purchase price of \$ 80,000 for the Property. If Buyer obtains an appraisal of the  
23 Property, this Agreement is contingent upon the Property appraising at no less than the agreed upon purchase price  
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25 4. **EARNEST MONEY:** Buyer submits \$ 500.00 as earnest money which shall be applied to the purchase  
26 price. The listing broker shall deposit earnest money received into its escrow account within two (2) banking days of acceptance of  
27 this Agreement and hold it until time of closing the transaction or termination of this Agreement. If Buyer fails for any reason to  
28 submit earnest money, Seller may terminate this Agreement. Earnest money shall be returned promptly in the event this offer  
29 is not accepted. If this offer is accepted and Buyer fails or refuses to close the transaction, without legal cause, the earnest  
30 money shall be retained by Seller for damages the Seller has or will incur, and Seller retains all rights to seek other legal and equitable  
31 remedies. The Broker holding any earnest money is absolved from any responsibility to make payment to the Seller or Buyer  
32 unless the parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in 876 IAC 1-1-23  
33 (release of earnest money). Upon notification that Buyer or Seller intends not to perform, Broker holding the earnest money may release  
34 the earnest money as provided in this Agreement. If no provision is made in this Agreement, Broker may send to Buyer and Seller notice  
35 of the disbursement by certified mail. If neither Buyer nor Seller enters into a mutual release or initiates litigation within sixty (60) days of  
36 the mailing date of the certified letter, Broker may release the earnest money to the party identified in the certified letter  
37 Buyer and Seller agree to hold the Broker harmless from any liability, including attorney's fees and costs, for good faith  
38 disbursement of earnest money in accordance with this Agreement and licensing regulations.  
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40 5. **METHOD OF PAYMENT:** (Check appropriate paragraph letter)  
41  **A. CASH:** The entire purchase price shall be paid in cash and no financing is required.  
42  **B. NEW MORTGAGE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a  
43  Conventional  Insured Conventional  FHA  VA  Other: \_\_\_\_\_ first  
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45 interest not to exceed \_\_\_\_\_ % per annum and not to exceed \_\_\_\_\_ points. Buyer shall pay all costs of  
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49 Any inspections and charges which are required to be made and charged to Buyer or Seller by the lender, FHA, VA, mortgage insurer,  
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7400 W SR-28 (Property Address and/or Initials) NKS (P)  
Page 1 of 5 (Purchase Agreement)

- 59  C. ASSUMPTION: (Attach Financing Addendum)  
60  D. CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)  
61  E. OTHER METHOD OF PAYMENT: (Attach Financing Addendum)  
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66 the Broker and Seller. No more than \_\_\_\_\_ days after acceptance of the Agreement shall be allowed for obtaining  
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76 A. The possession of the Property shall be delivered to Buyer  at closing  within \_\_\_\_\_ days after closing or  if closed  
77 on or before \_\_\_\_\_. For each day Seller is entitled to possession after closing, Seller shall pay to Buyer  
78 at closing \$ \_\_\_\_\_ per day. If Seller does not deliver possession by the date required in the first sentence  
79 of this paragraph, Seller shall pay Buyer \$ 1007.50 per day as liquidated damages until possession  
80 is delivered to Buyer, and Buyer shall have all other legal and equitable remedies available against the Seller.  
81 B. Maintenance of Property: Seller shall maintain the Property in its present condition until its possession is delivered to Buyer, subject  
82 to repairs in response to any inspection. Buyer may inspect the Property prior to closing to determine whether Seller has complied  
83 with this paragraph. Seller shall remove all debris and personal property not included in the sale.  
84 C. Casualty Loss: Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller. In  
85 the event any damage or destruction is not fully repaired prior to closing, Buyer, at Buyer's option, may either (a)  
86 terminate this Agreement or (b) elect to close the transaction, in which event Seller's right to all insurance  
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88 D. Utilities/Municipal Services: Seller shall pay for all municipal services and public utility charges through the day of possession.  
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90 9. SURVEY: Buyer shall receive a (check ONE)  SURVEYOR LOCATION REPORT, which is a survey where corner markers are not set;  
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94 zone designation of the Property.  
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97  may not terminate this Agreement if the Property is subject to building or use limitations by reason of the location.  
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99 11. HOMEOWNER'S INSURANCE: Completion of this transaction shall be contingent upon the Buyer's ability to obtain a favorable written  
100 commitment for homeowner's insurance within 10 days after acceptance of this Agreement.  
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102 12. ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE: Buyer and Seller acknowledge 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")  
105 which 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 Buyer is STRONGLY ADVISED to obtain inspections (see below) to fully determine the condition of the Property and its environmental  
110 status. The ONLY way to determine if Environmental Contaminants are present at the Property at harmful levels is through inspections  
111  
112 Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental Contaminants and release  
113 and hold harmless all Brokers, their companies and sales associates from any and all liability, including attorney's fees and  
114 costs, arising out of or related to any inspection, inspection result, repair, disclosed defect or deficiency affecting the  
115 Property, including Environmental Contaminants. This release shall survive the closing.  
116  
117 13. INSPECTIONS: (Check paragraph letter A or B)  
118  A. BUYER RESERVES THE RIGHT TO HAVE THE PROPERTY INSPECTED (including Lead-Based Paint) independent of and in  
119 addition to any inspections required by FHA, VA, or Buyer's lender(s). All inspections are to be at Buyer's expense (unless  
120 noted otherwise or required by lender) by qualified inspectors or contractors selected by Buyer within the following time periods.  
121 Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's inspections.  
122  
123 INSPECTION/RESPONSE PERIOD: Buyer shall order all INDEPENDENT INSPECTIONS immediately after acceptance of the Purchase  
124 Agreement. Buyer shall have 10 calendar days beginning the day following the date of acceptance of the Purchase  
125 Agreement to respond to the inspection report(s) in writing to Seller (see "Buyer's Inspection Response").

(Property Address and/or Initials) \* NKS 93

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Inspections may include but are not limited to the condition of the following systems and components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, wall/septic, water, wood-eating insects and organisms, lead-based paint (note: intact lead-based paint that is in good condition is not necessarily a hazard), radon (tested at lowest livable area either currently finished or unfinished), mold and other biological contaminants and/or the following:

If the initial inspection report reveals the presence of lead-based paint, radon or mold and other biological contaminants, then Buyer shall have 5 additional calendar days to order, receive and respond in writing to any additional reports,

If the Buyer does not comply with any Inspection/Response Period or make a written objection to any problem revealed in a report within the applicable Inspection/Response Period, the Property shall be deemed to be acceptable. If the Buyer reasonably believes that the Inspection Report reveals a MAJOR DEFECT with the Property and the Seller is unable or unwilling to remedy the defect to the Buyer's reasonable satisfaction before closing (or at a time otherwise agreed to by the parties), then this Agreement may be terminated by the Buyer or such defect shall be waived by the Buyer and the transaction shall proceed toward closing. Under Indiana law, "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. BUYER AGREES THAT ANY PROPERTY DEFECT PREVIOUSLY DISCLOSED BY SELLER, OR ROUTINE MAINTENANCE AND MINOR REPAIR ITEMS MENTIONED IN ANY REPORT SHALL NOT BE A BASIS FOR TERMINATION OF THIS AGREEMENT. ALL TIME PERIODS APPLICABLE TO INSPECTION RESPONSES SHALL BE REASONABLE.

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

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

14. SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE: (check one)

- Buyer acknowledges receipt and execution of a Seller's Residential Real Estate Sales Disclosure Form.
- Buyer has not received an executed Seller's Residential Real Estate Disclosure Form.
- Seller's Residential Real Estate Sales Disclosure Form is not applicable to this transaction.

15. TITLE APPROVAL: Prior to closing, Buyer shall be furnished  an ALTA 98 Title Insurance Commitment (if available) or  an ALTA 92 Title Insurance Commitment in the amount of purchase price or  an abstract of title continued to date showing marketable title to the Property in Seller's name. The cost shall be paid by  Buyer  Seller  shared equally  Seller to pay owner's policy and Buyer to pay mortgage policy  other \_\_\_\_\_

Any encumbrances or defects in title must be removed and Seller must convey title free and clear of any encumbrances and title defects, with the exception of any mortgage assumed by Buyer and any restrictions and easements of record which will not materially interfere with Buyer's intended use of the Property. Seller shall order the commitment  immediately  after mortgage approval  other After Disposition is Closed. Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the deed and vendors affidavits), so that marketable title can be conveyed. A title company, at Buyer's request, can provide information about availability, desirability, coverage, and cost of various title insurance coverages and endorsements.

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

- A. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on \_\_\_\_\_, and all taxes due thereafter. At or before closing, Seller shall pay all taxes for the Property payable before that date.
- B. All taxes assessed for any prior calendar year and remaining unpaid shall be paid by Seller, and all taxes assessed for the current calendar year shall be prorated between Seller and Buyer on a calendar-year basis as of the day immediately prior to the Closing Date.

For purposes of paragraph A and B: If the tax rate and/or assessment for taxes assessed in the current year have not been determined at the closing of the transaction, the rate and/or assessment shall be assumed to be the same as the prior year for the purpose of such proration and credit for due but unpaid taxes, and this shall be a final settlement.



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- 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): WATER IS TO BE RUMPORED OUT OF CRAWL SPACE AND CRAWL SPACE IS TO BE DRYED FOR 14 DAYS  
BUYER REQUESTS A COPY OF ALL ADDENDAS  
BUYER IS AWARE PROPERTY AGENTS AT NEW SEWER SYSTEM ARE PERMITTED ESTIMATES NOT TO BE GIVEN TO BUYER

23. EXPIRATION OF OFFER: Unless accepted by Seller and delivered to Buyer by 11:00  A.M.  P.M.  Noon, the 25th day of April 2007, this Purchase Agreement shall be null and void and all parties shall be relieved of any and all liability or obligations.

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

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

This Agreement 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 Agreement 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.

Natalie K Shaper 4/23/07  
 BUYER'S SIGNATURE DATE BUYER'S SIGNATURE DATE

NATALIE K SHAPER  
 PRINTED PRINTED  
 (Check appropriate paragraph letter)

A. As the Seller(s) of the property described herein, the above terms and conditions are accepted this 30th day of April, 2007 at 4:17  A.M.  P.M.  Noon.

B. The above offer is Rejected.  
 C. The above offer is Countered this \_\_\_\_\_ day of \_\_\_\_\_, Seller should sign both the Purchase Agreement and this Counter Offer.

[Signature] 4/30/07  
 SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE

PRINTED 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 #02. Copyright IAR 2004



[Signature]

(Property Address and/or Initials) NKS  
 Page 5 of 6 (Purchase Agreement)



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7400 W SR 28 (Property Address and/or Initials) NKS

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 111

112 Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental Contaminants and release  
 113 and hold harmless all Brokers, their companies and sales associates from any and all liability, including attorney's fees and  
 114 costs, arising out of or related to any inspection, inspection result, repair, disclosed defect or deficiency affecting the  
 115 Property, including Environmental Contaminants. This release shall survive the closing.  
 116

117 13. **INSPECTIONS: (Check paragraph letter A or B)**

118  A. **BUYER RESERVES THE RIGHT TO HAVE THE PROPERTY INSPECTED (including Lead-Based Paint)** independent of and in  
 119 addition to any inspections required by FHA, VA, or Buyer's lender(s). All inspections are to be at Buyer's expense (unless  
 120 noted otherwise or required by lender) by qualified inspectors or contractors selected by Buyer within the following time periods.  
 121 Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's inspections.  
 122

123 **INSPECTION/RESPONSE PERIOD:** Buyer shall order all INDEPENDENT INSPECTIONS immediately after acceptance of the Purchase  
 124 Agreement. Buyer shall have 10 calendar days beginning the day following the date of acceptance of the Purchase  
 125 Agreement to respond to the inspection report(s) in writing to Seller (see "Buyer's Inspection Response").

(Property Address and/or Initials) NKS

126 Inspections may include but are not limited to the condition of the following systems and components: heating, cooling,  
127 electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, well/septic, water, wood-eating insects and  
128 organisms, lead-based paint (note: intact lead-based paint that is in good condition is not necessarily a hazard), radon (tested at  
129 lowest livable area either currently finished or unfinished), mold and other biological contaminants and/or the following:  
130  
131

132  
133 If the initial inspection report reveals the presence of lead-based paint, radon or mold and other biological contaminants, then  
134 Buyer shall have 5 additional calendar days to order, receive and respond in writing to any additional reports.  
135

136 If the Buyer does not comply with any Inspection/Response Period or make a written objection to any problem revealed in a report within the  
137 applicable Inspection/Response Period, the Property shall be deemed to be acceptable. If the Buyer reasonably believes that  
138 the Inspection Report reveals a MAJOR DEFECT with the Property and the Seller is unable or unwilling to remedy the defect to the  
139 Buyer's reasonable satisfaction before closing (or at a time otherwise agreed to by the parties), then this Agreement may be  
140 terminated by the Buyer or such defect shall be waived by the Buyer and the transaction shall proceed toward closing. Under  
141 Indiana law, "Defect" means a condition that would have a significant adverse effect on the value of the Property that would significantly  
142 impair the health or safety of future occupants of the Property, or that if not repaired, removed, or replaced would significantly  
143 shorten or adversely affect the expected normal life of the premises. BUYER AGREES THAT ANY PROPERTY DEFECT PREVIOUSLY  
144 DISCLOSED BY SELLER, OR ROUTINE MAINTENANCE AND MINOR REPAIR ITEMS MENTIONED IN ANY REPORT SHALL NOT BE  
145 A BASIS FOR TERMINATION OF THIS AGREEMENT. ALL TIME PERIODS APPLICABLE TO INSPECTION RESPONSES SHALL BE  
146 REASONABLE.  
147

148  B. BUYER HAS BEEN MADE AWARE THAT INDEPENDENT INSPECTIONS DISCLOSING THE CONDITION OF THE PROPERTY  
149 ARE AVAILABLE AND HAS BEEN AFFORDED THE OPPORTUNITY TO REQUIRE SUCH INSPECTIONS AS A CONDITION OF THE  
150 AGREEMENT. However, Buyer waives inspections and relies upon the condition of the Property based upon Buyer's own  
151 examination and releases the Seller, the Listing and Selling Brokers and all salespersons associated with Brokers from any and  
152 all liability relating to any defect or deficiency affecting the Property, which release shall survive the closing. Required  
153 FHA/VA or lender inspections are not included in this waiver.  
154

155 Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer which  will  
156  will not be provided at a cost of \$ \_\_\_\_\_ charged to  Buyer  Seller.  
157 Buyer and Seller acknowledge this LIMITED HOME WARRANTY PROGRAM will not cover any pre-existing defects in the Property nor  
158 replace the need for an independent home inspection. Broker may receive a fee from the home warranty provider and/or a member benefit.  
159

160 14. SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE: (check one)

- 161  Buyer acknowledges receipt and execution of a Seller's Residential Real Estate Sales Disclosure Form.  
162  Buyer has not received an executed Seller's Residential Real Estate Disclosure Form.  
163  Seller's Residential Real Estate Sales Disclosure Form is not applicable to this transaction.  
164  
165

166 15. TITLE APPROVAL: Prior to closing, Buyer shall be furnished  an ALTA 98 Title Insurance Commitment (if available) or  an ALTA  
167 92 Title Insurance Commitment in the amount of purchase price or  an abstract of title continued to date showing marketable title  
168 to the Property in Seller's name. The cost shall be paid by  Buyer  Seller  shared equally  Seller to pay owner's policy and  
169 Buyer to pay mortgage policy  other \_\_\_\_\_

170 Any encumbrances or defects in title must be removed and Seller must convey title free and clear of any encumbrances and title defects,  
171 with the exception of any mortgage assumed by Buyer and any restrictions and easements of record which will not materially interfere  
172 with Buyer's intended use of the Property. Seller shall order the commitment  immediately  after mortgage approval  
173  other After Inspections Are Cleared

174 Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the deed and vendors  
175 affidavit), so that marketable title can be conveyed. A title company, at Buyer's request, can provide information about availability,  
176 desirability, coverage, and cost of various title insurance coverages and endorsements.  
177

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

- 179  A. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on \_\_\_\_\_,  
180 \_\_\_\_\_, and all taxes due thereafter. At or before closing, Seller shall pay all taxes for the Property payable before that date.  
181  
182  B. All taxes assessed for any prior calendar year and remaining unpaid shall be paid by Seller, and all taxes assessed for the current  
183 calendar year shall be prorated between Seller and Buyer on a calendar-year basis as of the day immediately prior to the  
184 Closing Date.  
185  
186

187 For purposes of paragraph A and B: If the tax rate and/or assessment for taxes assessed in the current year have not been determined  
188 at the closing of the transaction, the rate and/or assessment shall be assumed to be the same as the prior year for the purpose of such  
189 proration and credit for due but unpaid taxes, and this shall be a final settlement.

(Property Address and/or Initials) NKS

190  C. FOR RECENT CONSTRUCTION ONLY. If the tax rate and/or assessment for taxes is not available, Seller will give a tax credit of  
191 \$ \_\_\_\_\_ to Buyer at closing. If the tax rate and/or assessment for taxes is available prior to the Closing Date,  
192 then paragraph B shall apply.  
193

194 **WARNING: The succeeding year tax bill for recently constructed homes or following reassessment periods may greatly**  
195 **exceed the last tax bill available to the closing agent.**  
196

197 17. **PRORATIONS AND SPECIAL ASSESSMENTS:** Insurance, if assigned to Buyer, interest on any debt assumed or taken subject to, any  
198 rents, all other income and ordinary operating expenses of the Property, including but not limited to, public utility charges, shall be prorated  
199 as of the day prior to the Closing Date. Seller shall pay any special assessments applicable to the Property for municipal improvements  
200 previously made to benefit the Property. Seller warrants that Seller has no knowledge of any planned improvements which may result in  
201 assessments and that no governmental or private agency has served notice requiring repairs, alterations or corrections of any existing  
202 conditions. Public or municipal improvements which are not completed as of the date above but which will result in a lien or charge shall be  
203 paid by Buyer. Buyer will assume and pay all special assessments for municipal improvements completed after the date of this Agreement.  
204

205 18. **TIME:** Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the Purchase Agreement are  
206 calendar days and shall expire at midnight of the date stated unless the parties agree in writing to a different date and/or time.  
207

208 19. **HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION:** Documents for a mandatory membership association shall be  
209 delivered by the Seller to Buyer within \_\_\_\_\_ days after acceptance of this Agreement. If the Buyer does not make a written response to  
210 the documents within \_\_\_\_\_ days after receipt, the documents shall be deemed acceptable. In the event the Buyer does not accept  
211 the provisions in the documents and such provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest  
212 money deposit shall be refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in  
213 writing, within \_\_\_\_\_ days after Buyer's approval of the documents.  
214

215 Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable. Buyer shall  
216 therefore be responsible to become fully acquainted with neighborhood and other off-site conditions that could affect the  
217 Property.  
218

219 20. **ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable proceeding against any other party  
220 brought under or with relation to the Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney's  
221 fees from the non-prevailing party.  
222

223 21. **MISCELLANEOUS:**

224 A. Unless otherwise provided, any prorations for rent, taxes, insurance, damage deposits, association dues/assessments, or any  
225 other items shall be computed through the date of closing.  
226

227 B. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence insurance.  
228

229 C. The Indiana Sheriff's Sex Offender Registry ([www.indianasheriffs.org](http://www.indianasheriffs.org)) exists to inform the public about the identity, location and  
230 appearance of sex offenders residing within Indiana. Broker is not responsible for providing or verifying this information.  
231

232 D. Conveyance of this Property shall be by general Warranty Deed, or by \_\_\_\_\_,  
233 subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.  
234

235 E. Seller represents and warrants that Seller is not a "foreign person" (individual entity) and, therefore, is not subject to the  
236 Foreign Investment in Real Property Tax Act.  
237

238 F. Any notice required or permitted to be delivered shall be deemed received when personally delivered, transmitted electronically or  
239 digitally or sent by express courier or United States mail, postage prepaid, certified and return receipt requested, addressed to Seller  
240 or Buyer or the designated agent of either party.  
241

242 G. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is binding upon the parties'  
243 respective heirs, executors, administrators, legal representatives, successors, and assigns.  
244

245 H. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality,  
246 or unenforceability shall not affect any other provision of this Agreement.  
247

248 I. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral  
249 agreements between the parties' respecting the transaction and cannot be changed except by their written consent.  
250

251 J. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.  
252

253 K. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders, loan brokers, title  
254 insurers, escrow companies, inspectors, pest control companies, contractors and home warranty companies. Broker(s) does not  
255 guarantee the performance of any service provider. Buyer and Seller are free to select providers other than those referred or  
256 recommended to them by Broker(s).  
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NKS

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- 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): Water is to be pumped out of Crawl space - and Crawl space is to be dried per inspection history shows indicates house was central air, central air must be in working condition if a perior survey is available, Buyer requests a copy.  
Buyer is aware Property needs a new Septic System all permits & estimates had to be given to Buyer.

23. EXPIRATION OF OFFER: Unless accepted by Seller and delivered to Buyer by 12:00  A.M.  P.M.  Noon, the 25th day of June 2007, this Purchase Agreement shall be null and void and all parties shall be relieved of any and all liability or obligations.

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

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

This Agreement 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 Agreement 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.

Natalie K. Shaper 4-23-07  
 BUYER'S SIGNATURE DATE BUYER'S SIGNATURE DATE  
NATALIE K SHAPER  
 PRINTED PRINTED

- (Check appropriate paragraph letter)
- A. As the Seller(s) of the property described herein, the above terms and conditions are accepted this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  A.M.  P.M.  Noon.
  - B. The above offer is Rejected.
  - C. The above offer is Countered this \_\_\_\_\_ day of \_\_\_\_\_, Seller should sign both the Purchase Agreement and the Counter Offer.

SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE  
 PRINTED 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 #02. Copyright IAR 2004



American General Financial Services, Inc.  
ADDENDUM NO. 1  
TO  
REAL ESTATE PURCHASE CONTRACT

THIS IS AN, A  ADDENDUM  COUNTER OFFER to that Real Estate Purchase Contract (the "REPC") with an Offer Reference Date of 4/30/07 including all prior addenda and counteroffers, between NATALIE K. SHAPER, as Buyers, and American General Financial Services, Inc. (any and all subsidiaries) as Seller, regarding the Property located at 7400 W STATE ROAD 28, MUNCIE IN 47304.

The following terms are hereby incorporated as part of the REPC:

1. Purchase price to be \$80,000.00.
2. Earnest money from buyer in the amount of \$500.00 to be in the form of certified funds only, personal checks are not accepted by Seller. Contract will be considered null & void if earnest money is not given by buyer with 48 hours of accepted contract.
3. Seller will give a total contract allowance at closing of \$0 for buyer to use as choose.
4. Commission paid on net sale price (commissions not paid on allowances) of \$80,000.00.
5. Closing shall occur on 5/18/07 if date not filled in, not more than thirty (30) calendar days after this Addendum No. 1 is fully executed by both seller and buyer (the "Closing Date"). Buyer may, subject to approval by seller, extend a Closing Date for seven (7) calendar days. The request for extension shall be made in writing no later than two (2) calendar days prior to a Closing Date and shall be accompanied by \$500.00 in certified funds ("Closing Date Extension Fee"). In the event seller declines to extend a Closing Date the Closing Date Extension Fee shall be returned to the buyer. Otherwise the Closing Date Extension Fee shall be non-refundable.
6. If, for any reason, seller is unable to deliver clear and marketable title to buyer on a Closing Date, this REPC shall terminate and seller's sole obligation to buyer shall be to refund any earnest money and Closing Date Extension Fee paid hereunder. Upon payment of any refund due hereunder, seller and buyer shall have no further obligation one to the other.
7. All buyer inspections to be completed within 10 days of contract acceptance & buyer must inform Seller in writing within 48 hours of receipt of inspections his/her intent to proceed with or cancellation of this contract. Failure to inform Seller within 48 hours of Buyers intent to proceed with or cancellation of this contract will result in Buyers forfeiture of earnest money to Seller in full. Neither Seller nor Sellers Agent is to receive copies of any type of inspection report.
8. Buyer is aware that this sale is strictly "as-is", "where-is" and seller will not pay for repairs of any type regardless of inspection findings. Buyer accepts property without representation of any kind or nature & in its present "as is" condition based solely on buyer's own inspection(s). Seller will not be responsible for any lender required repairs, including FHA.
9. Seller will not pay or provide any type of HOME WARRANTY.
10. Seller will not pay for termite inspection, letter or termite treatment.
11. Seller will not provide or pay for survey, if survey is requested for any reason it will be at Buyer's cost.
12. Buyer to sign Sellers AS-IS and Utility Transfer addendums.
13. Deed from Seller to Buyer will be a LIMITED WARRANTY DEED.
14. This contract can not be assigned to another party or corporation.
15. This counter addendum dated 4/30/07 supersedes all other prior written addendum or contract agreements.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. Buyer shall have until 12:00 p.m. CST on 5/2/07 to accept the terms of this ADDENDUM.

American General Financial Services, Inc. / MorEquity, Inc.

BY: [Signature] 4/30/07  
Seller Date Time

\*\*\*BUYER TO COMPLETE THIS AREA, OR OFFER BECOMES NULL & VOID\*\*\*

ACCEPTANCE / COUNTEROFFER / REJECTION

CHECK ONE:

- ACCEPTANCE: Buyer hereby accepts the terms of this ADDENDUM  
 COUNTEROFFER: Buyer presents as a counteroffer the terms of the attached ADDENDUM # \_\_\_\_\_  
 REJECTED: Buyer hereby rejects the terms of this ADDENDUM; this offer is null & void.

\_\_\_\_\_  
(Signature) (Date) (Time) / (Signature) (Date) (Time)

American General Financial Services, Inc.
ADDENDUM NO. 1
TO
REAL ESTATE PURCHASE CONTRACT

THIS IS AN, A [ ] ADDENDUM [X] COUNTER OFFER to that Real Estate Purchase Contract (the "REPC") with an Offer Reference Date of 4/30/07 including all prior addenda and counteroffers, between NATALIE K. SHAPER, as Buyers, and American General Financial Services, Inc. (any and all subsidiaries) as Seller, regarding the Property located at 7400 W STATE ROAD 25, MUNCIE IN 47304

The following terms are hereby incorporated as part of the REPC:

- 1. Purchase price to be \$80,000.00.
2. Earnest money from buyer in the amount of \$500.00 to be in the form of certified funds only.
3. Seller will give a total contract allowance at closing of \$0 for buyer to use as choice.
4. Commission paid on net sale price (commissions not paid on allowances) of \$80,000.00.
5. Closing shall occur on 5/19/07 if date not filled in, not more than thirty (30) calendar days after this Addendum No. 1 is fully executed by both seller and buyer (the "Closing Date")
6. If, for any reason, seller is unable to deliver clear and marketable title to buyer on a Closing Date, this REPC shall terminate and seller's sole obligation to buyer shall be to refund any earnest money and Closing Date Extension Fee paid hereunder.
7. All buyer inspections to be completed within 10 days of contract acceptance & buyer must inform Seller in writing within 48 hours of receipt of inspections his/her intent to proceed with or cancellation of this contract.
8. Buyer is aware that this sale is strictly "as-is", "where-is" and seller will not pay for repairs of any type regardless of inspection findings.
9. Seller will not pay or provide any type of HOME WARRANTY.
10. Seller will not pay for termite inspection, letter or termite treatment.
11. Seller will not provide or pay for survey, if survey is requested for any reason it will be at Buyer's cost
12. Buyer to sign Seller's AS-IS and Utility Transfer addendums.
13. Deed from Seller to Buyer will be a LIMITED WARRANTY DEED.
14. This contract can not be assigned to another party or corporation.
15. This counter addendum dated 4/30/07 supersedes all other prior written addendum or contract agreements.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. Buyer shall have until 12:00 p.m. CST on 5/2/07 to accept the terms of this ADDENDUM.

American General Financial Services, Inc. / MoreEquity, Inc.
BY: [Signature] 4/30/07
Seller Date Time

"BUYER TO COMPLETE THIS AREA, OR OFFER BECOMES NULL & VOID"

ACCEPTANCE / COUNTEROFFER / REJECTION

CHECK ONE:

- [X] ACCEPTANCE: Buyer hereby accepts the terms of this ADDENDUM
[ ] COUNTEROFFER: Buyer presents as a counteroffer the terms of the attached ADDENDUM #
[ ] REJECTED: Buyer hereby rejects the terms of this ADDENDUM; this offer is null & void.

Natalie K. Shaper 5/1/2007 9:00am
(Signature) (Date) (Time) (Signature) (Date) (Time)

765-288-3392

775

NATALIE K. SHAFER  
4905 W. CONNIE DR.  
MUNCIE, IN 47304  
(765) 747-8999

DATE April 23, 2007

71-75302749

\$ 500.00

PAY TO THE  
ORDER OF

ERA Eagle Real Estate

Five Hundred and 00/100

DOLLARS



DEL MET FEDERAL CREDIT UNION  
MUNCIE, INDIANA 47303

Natalie Shafer

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