

Listing Broker (Co.) ERA EAGLE REAL ESTATE () By PATRICK ORR ()
office code individual code

Selling Broker (Co.) CENTURY 21 RGM () By CRAIG WEST ()
office code individual code

**PURCHASE AGREEMENT
(IMPROVED PROPERTY)**

1 Date: MAY 3, 2007

2
 3 1. **BUYER:** KELLY L. WHISLER ("Buyer")
 4 agrees to buy the following property from the owner ("Seller") for the consideration and subject to the following
 5 terms, provisions, and conditions:
 6

7 2. **PROPERTY:** The property ("Property") is known as 2017 S PENN
 8 In CENTER Township, DELAWARE County, MUNCIE
 9 Indiana, 47302 (zip code) legally described as: G AND O SUBDIVISION LOT #6

10 together with any existing permanent improvements and fixtures attached (unless leased), such as, but not limited
 11 to, electrical and/or gas fixtures, home heating fuel, heating and central air-conditioning equipment and all
 12 attachments thereto, built-in kitchen equipment, sump pump, water softener, water purifier, gas grills, fireplace
 13 inserts, gas logs and grates, central vacuum equipment, window shades/blinds, curtain rods, drapery poles and
 14 fixtures, ceiling fans and light fixtures, towel racks and bars, storm doors, windows, awnings, TV antennas, satellite
 15 dishes and controls, storage barns, all landscaping, mailbox, garage door opener with control(s) AND THE
 16 FOLLOWING: ALL APPLIANCES WHICH INCLUDE RANGE, MICROWAVE, REFRIDGERATOR, WASHER & DRYER
 17
 18
 19
 20
 21
 22

23 The terms of this Agreement will determine what items are included/excluded. All items sold shall be fully
 24 paid for by Seller at time of closing the transaction. Buyer should verify total square footaga, land, room
 25 dimensions or community amenities if material.
 26

27 3. **PRICE:** Buyer will pay the total purchase price of \$ 52,400.00 for the Property. If Buyer obtains an
 28 appraisal of the Property, this Agreement is contingent upon the Property appraising at no less than the agreed
 29 upon purchase price.
 30

31 4. **EARNEST MONEY:** Buyer submits \$ 500.00 as earnest money which shall be applied to the
 32 purchase price. The listing broker shall deposit earnest money received into its escrow account within two (2)
 33 banking days of acceptance of this Agreement and hold it until time of closing the transaction or termination of this
 34 Agreement. If Buyer fails for any reason to submit earnest money, Seller may terminate this Agreement. Earnest
 35 money shall be returned promptly in the event this offer is not accepted. If this offer is accepted and Buyer fails or
 36 refuses to close the transaction, without legal cause, the earnest money shall be retained by Seller for damages
 37 the Seller has or will incur, and Seller retains all rights to seek other legal and equitable remedies. The Broker
 38 holding any earnest money is absolved from any responsibility to make payment to the Seller or Buyer unless the
 39 parties enter into a Mutual Release or a Court Issues an Order for payment, except as permitted in 276 IAC 1-1-23
 40 (release of earnest money). Upon notification that Buyer or Seller intends not to perform, Broker holding the
 41 earnest money may release the earnest money as provided in this Agreement. If no provision is made in this
 42 Agreement, Broker may send to Buyer and Seller notice of the disbursement by certified mail. If neither Buyer
 43 nor Seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified
 44 letter, Broker may release the earnest money to the party identified in the certified letter. Buyer and Seller agree to
 45 hold the Broker harmless from any liability, including attorney's fees and costs, for good faith disbursement of
 46 earnest money in accordance with this Agreement and licensing regulations.
 47

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

- 49
 50 A. **CASH:** The entire purchase price shall be paid in cash and no financing is required.
 51 B. **NEW MORTGAGE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a

52
 53 Conventional Insured Conventional FHA VA Other: _____ first
 54 mortgage loan for 95 % of purchase price, payable in not less than 30 years, with an
 55 original rate of interest not to exceed 5.9 % per annum and not to exceed 0 points. Buyer
 56 shall pay all costs of obtaining financing, except Seller to pay \$2500.00 towards buyer prepaids,
 57 escrows, closing costs. Assistance with the 5% down payment will be paid & given by lender.
 58

2017 S PENN
 (Property Address)

KRWD

MD

APC

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

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

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

7. **CLOSING:** The closing of the sale (the "Closing Date") shall be on or before June 11, 2007, or within 3 days after final mortgage approval, whichever is later or this Agreement shall terminate unless an extension of time is mutually agreed to in writing. The closing fee shall be paid by BUYER SELLER shared equally.

8. **POSSESSION:**

A. The possession of the Property shall be delivered to Buyer at closing within _____ days after closing or on or before _____ if closed. For each day Seller is entitled to possession after closing, Seller shall pay to Buyer at closing \$ 25.00 per day. If Seller does not deliver possession by the date required in the first sentence of this paragraph, Seller shall pay Buyer \$ 75.00 per day as liquidated damages until possession is delivered to Buyer; and Buyer shall have all other legal and equitable remedies available against the Seller.

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

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

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

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

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

11. **HOMEOWNER'S INSURANCE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a favorable written commitment for homeowner's insurance within 20 days after acceptance of this Agreement.

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

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

2017 S PENN
(Property Address)

APR
MAY
JUN

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

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

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

138 INSPECTION/RESPONSE PERIOD: Buyer shall order all INDEPENDENT INSPECTIONS immediately after
139 acceptance of the Purchase Agreement. Buyer shall have 10 days beginning the day following the date of
140 acceptance of the Purchase Agreement to respond to the Inspection report(s) in writing to Seller (see "Buyer's
141 Inspection Response").
142

143 Inspections may include but are not limited to the condition of the following systems and components:
144 heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space,
145 well/septic, water, wood-eating insects and organisms, lead-based paint (note: intact lead-based paint that
146 is in good condition is not necessarily a hazard), radon (tested at lowest livable area either currently
147 finished or unfinished), mold and other biological contaminants and/or the following:
148
149

150
151 If the initial inspection report reveals the presence of lead-based paint, radon or mold and other biological
152 contaminants, then Buyer shall have 7 additional days to order, receive and respond in writing to any
153 additional reports.
154

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

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

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

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

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

186 15. TITLE APPROVAL: Prior to closing, Buyer shall be furnished an ALTA 98 Title Insurance Commitment (if
187 available) or an ALTA 92 Title Insurance Commitment in the amount of purchase price or an abstract
188 of title continued to date showing marketable title to the Property in Seller's name. The cost shall be paid by
189
190

KRW

APL

191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256

Buyer Seller shared equally Seller to pay owner's policy and Buyer to pay mortgage policy
 other Seller to pay owner policy & mortgage policy which is included in the \$2500. Any encumbrances and title 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
Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the deed and vendors affidavit), 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, gap and other 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 May 2008, 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. WARNING: Buyer is responsible for confirming the status of all tax exemptions and/or credits.

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

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

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

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

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

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

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

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

2017 S PENN
(Property Address)

Handwritten initials: KRW, MAD, APC

257 21. MISCELLANEOUS:

258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322

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

22. FURTHER CONDITIONS (List and attach any addenda): Seller to pay \$2500 towards buyer prepaids, escrows, closing costs. Assistance will be given to buyer for the 5% down payment thru lender. Pre-approval letter with National City Mortgage is attached. The AHA 98 Title Insurance Commitment which is to be paid by seller includes the owner policy and the buyer mortgage policy. The \$2500 credit given by seller to buyer for buyer closing costs will include the buyer mortgage policy & closing fee.

If Limited Home Warranty is included, Provider will be _____ to be ordered by Selling Broker/Agent.

23. DOCUMENT PROTECTION: Buyer acknowledges and agrees to pay the fee at closing for the electronic filing and post closing online access to all transaction documents for the protection of documentation.

2017 S PENN
(Property Address)

Handwritten signatures and initials:
APC
mad
Hole

323 24. EXPIRATION OF OFFER: Unless accepted by Seller and delivered to Buyer by 5:00 A.M. P.M.
 324 Noon, the 4 day of May, this Purchase Agreement shall be null and void and all
 325 parties shall be relieved of any and all liability or obligations.

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

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

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

343
 344 Kelly L Whisler 5/3/2007
 345 BUYER'S SIGNATURE DATE BUYER'S SIGNATURE DATE
 346
 347 KELLY L. WHISLER
 348 PRINTED PRINTED

349
 350 (Check appropriate paragraph letter)

351
 352 A. As the Seller(s) of the property described herein, the above terms and conditions are accepted this
 353 4th day of May, 2007, at 12:00 A.M. P.M. Noon.

354
 355 B. The above offer is Rejected.

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

358
 359 Myra Dancer 5-4-07 X Anthony P Ziegler 05-04-07
 360 SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE
 361
 362 Myra Dancer Anthony P Ziegler 05-04-07
 363 PRINTED PRINTED
 364



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 2006



136
71-11800

KELLY L. COLVIN 08-04
312-42-E-JACKSON 765-287-1321
MUNCIE, IN 47308 1704 N. Mitchell

Date 5-2-2007

PAY to the
Order of ERA Eagle Real Estate \$ 500.00

Five hundred dollars & ⁰⁰/₁₀₀ Dollars

OLD NATIONAL BANK
Muncie, Indiana • www.oldnational.com

For Kelly Wheeler

⑆0863000⑆2⑆ ⑆20622792⑆ 00⑆36

On this date, May 2, 2007 CENTURY 21 REALTY GROUP MUNCIE
 is in receipt of an earnest money deposit in the amount of \$500.00,
 for a property located at 2017 S Penn, Muncie,
 Indiana.

Buyer Name Kelly Wheeler
 Agent Leslie Willmann
 Received by _____



National City Mortgage Guarantee

National City certifies that it has pre-approved the application of

Kelly Whistler

for a mortgage loan up to a maximum principal amount of \$ 365,000

This certificate is valid until June 3, 2007

Angela Fadden
646-5551
National City.
Mortgage

Approved for mortgage upon submission of a fully executed purchase contract on eligible multi-unit property and adequate reserves. This does not constitute an offer of insurance. It is subject to underwriting and completion of mortgage application. Applicant must comply with the mortgage loan policies and conditions of National City. See accompanying letter for more terms.

NationalCity.com
©2004, National City Corporation
GS-13011



71410045 (Rev. 1/04)

TOTAL P. 02

KELLY L. COLVIN 08-04
 844-412-E-JACKSON 765-287-1321
 MUNCIE, IN 47308 1704 N. Newton

Date 5-2-2007 136 71-1/083

PAY to the Order of ERA Eagle Real Estate \$ 500.00
Five hundred dollars & ⁰⁰/₁₀₀ Dollars

OLD NATIONAL BANK
 Muncie, Indiana - www.oldnational.com

For _____ Kelly Whisher

⑆088300012⑆ ⑆20622792⑆ 0013E

On this date, May 21, 2007 CENTURY 21 REALTY GROUP MUNCIE
 is in receipt of an earnest money deposit in the amount of \$500.00,
 for a property located at 2017 S Penn, Muncie,
 Indiana.

Buyer Name Kelley Whisher

Agent Leslie Willmann

Received by _____



SELLER'S GOOD FAITH ESTIMATE REPORT

Prepared For

Myron and Anthony
2017 S. Penn
Muncie, IN 47302

Gross Amount Due Seller

Sale Price:	\$52,400 ✓
Adjustments for Items Paid in Advance:	0
City/Town Taxes:	0
County Taxes:	0
Assessments:	0
:	0
:	0
Gross Amount Due Seller:	\$52,400

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:	\$2,500 ✓
Title Insurance Policy:	\$300 ✓
Release of Lien Fee:	0
Closing and Escrow Fee:	0
Tax Service/Underwriting Fees:	0
Real Estate Taxes:	X \$1,000 ✓
Mechanical Repairs:	0
Termite Treatment Cost:	0
Real Estate Commission:	\$3,493 6.67% ✓
FHAVA Lender Discount Points:	0 0%
Deed/Final Sewage:	\$100 ✓
Total Reductions in Amount Due Seller:	\$7,393

Line 192 included ??
+ 300 possible

Amount Due Seller

Closing Date:	5/4/2007
Gross Amount Due Seller:	\$52,400
Total Reductions:	\$7,393
Amount Due Seller:	\$45,007

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

X *Myron and Anthony*
X *Anthony*

[Handwritten signature]