

Listing Broker (Co.) Eagle () By Patrick Orr ()
 office code individual code
 Selling Broker (Co.) 1-21 () By Cyndi Pierce ()
 office code individual code

**PURCHASE AGREEMENT
 (IMPROVED PROPERTY)**

1 Date: 5/3/07

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 3 1. BUYER: Caryn L. Broden ("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 6705 E. Lewis
 8 in Delaware Township, Delaware County, Albany
 9 Indiana, 47320 (zip code) legally described as: Lewis Addition Lot #17

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

17 Riding lawn mower in garage & canoe in
 18 backyard & everything as per listing info
 19 sheet & MLS # 28164 attached

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

23
 24 3. PRICE: Buyer will pay the total purchase price of \$ 207,400 for the Property. If Buyer obtains an
 25 appraisal of the Property, this Agreement is contingent upon the Property appraising at no less than the agreed
 26 upon purchase price.

27 4. EARNEST MONEY: Buyer submits \$ 500. - upon acceptance as earnest money which shall be applied to the
 28 purchase price. The listing broker shall deposit earnest money received into its escrow account within two (2)
 29 banking days of acceptance of this Agreement and hold it until time of closing the transaction or termination of this
 30 Agreement. If Buyer fails for any reason to submit earnest money, Seller may terminate this Agreement. Earnest
 31 money shall be returned promptly in the event this offer is not accepted. If this offer is accepted and Buyer fails or
 32 refuses to close the transaction, without legal cause, the earnest money shall be retained by Seller for damages
 33 the Seller has or will incur, and Seller retains all rights to seek other legal and equitable remedies. The Broker
 34 holding any earnest money is absolved from any responsibility to make payment to the Seller or Buyer unless the
 35 parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in 876 IAC 1-1-23
 36 (release of earnest money). Upon notification that Buyer or Seller intends not to perform, Broker holding the
 37 earnest money may release the earnest money as provided in this Agreement. If no provision is made in this
 38 Agreement, Broker may send to Buyer and Seller notice of the disbursement by certified mail. If neither Buyer
 39 nor Seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified
 40 letter, Broker may release the earnest money to the party identified in the certified letter. Buyer and Seller agree to
 41 hold the Broker harmless from any liability, including attorney's fees and costs, for good faith disbursement of
 42 earnest money in accordance with this Agreement and licensing regulations.

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

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

46 Conventional Insured Conventional FHA VA Other: _____ first
 47 mortgage loan for 90 % of purchase price, payable in not less than 30 years, with an
 48 original rate of interest not to exceed 7 % per annum and not to exceed _____ points. Buyer
 49 shall pay all costs of obtaining financing, except Seller to contribute \$4,500.
 50 towards buyers closing costs, prepaids etc.

XCB.

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 7 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 July 5, 2007, or within 10 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 30 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 \$ 100. per day. If Seller does not deliver possession by the date required in the first sentence of this paragraph, Seller shall pay Buyer \$ 100. 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.

(Property Address)

X C. B.

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

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

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

138 INSPECTION/RESPONSE PERIOD: Buyer shall order all INDEPENDENT INSPECTIONS immediately after
139 acceptance of the Purchase Agreement. Buyer shall have 15 days beginning the day following the date of
140 acceptance of the Purchase Agreement to respond to the inspection report(s) in writing to Seller (see "Buyer's
141 Inspection Response").
142

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

149 Full House, well & Septic, Various water tests,
150 Wood-eating insects & Organisms

151 If the initial inspection report reveals the presence of lead-based paint, radon or mold and other biological
152 contaminants, then Buyer shall have 15 additional days to order, receive and respond in writing to any
153 additional reports.
154

155 If the Buyer does not comply with any Inspection/Response Period or make a written objection to any problem
156 revealed in a report within the applicable Inspection/Response Period, the Property shall be deemed to be
157 acceptable. If the Buyer reasonably believes that the Inspection Report reveals a MAJOR DEFECT with the
158 Property and the Seller is unable or unwilling to remedy the defect to the Buyer's reasonable satisfaction before
159 closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this Agreement or waive such
160 defect and the transaction shall proceed toward closing. Under Indiana law, "Defect" means a condition that would
161 have a significant adverse effect on the value of the Property that would significantly impair the health or safety
162 of future occupants of the Property, or that if not repaired, removed, or replaced would significantly shorten or
163 adversely affect the expected normal life of the premises. BUYER AGREES THAT ANY PROPERTY DEFECT
164 PREVIOUSLY DISCLOSED BY SELLER, OR ROUTINE MAINTENANCE AND MINOR REPAIR ITEMS
165 MENTIONED IN ANY REPORT SHALL NOT BE A BASIS FOR TERMINATION OF THIS AGREEMENT. ALL
166 TIME PERIODS APPLICABLE TO INSPECTION RESPONSES SHALL BE REASONABLE.
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168 B. BUYER HAS BEEN MADE AWARE THAT INDEPENDENT INSPECTIONS DISCLOSING THE CONDITION
169 OF THE PROPERTY ARE AVAILABLE AND HAS BEEN AFFORDED THE OPPORTUNITY TO REQUIRE SUCH
170 INSPECTIONS AS A CONDITION OF THE AGREEMENT. However, Buyer waives inspections and releases the Seller, the
171 Listing and Selling Brokers and all salespersons associated with Brokers from any and all liability relating
172 to any defect or deficiency affecting the Property, which release shall survive the closing. Required
173 FH/VA or lender inspections are not included in this waiver.
174

175 Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer
176 which will will not be provided at a cost of \$ 390 charged to Buyer Seller.
177 Buyer and Seller acknowledge this LIMITED HOME WARRANTY PROGRAM will not cover any pre-existing
178 defects in the Property nor replace the need for an independent home inspection. Broker may receive a fee from
179 the home warranty provider and/or a member benefit.
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182 14. SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE: (check one)

- 183
184 Buyer acknowledges receipt and execution of a Seller's Residential Real Estate Sales Disclosure Form.
185 Buyer has not received an executed Seller's Residential Real Estate Disclosure Form.
186 Seller's Residential Real Estate Sales Disclosure Form is not applicable to this transaction.
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188 15. TITLE APPROVAL: Prior to closing, Buyer shall be furnished an ALTA 98 Title Insurance Commitment (if
189 available) or an ALTA 92 Title Insurance Commitment in the amount of purchase price or an abstract
190 of title continued to date showing marketable title to the Property in Seller's name. The cost shall be paid by

(Property Address)

X.C.B.

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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 _____ .
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
_____, _____, 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.

(Property Address)

X C. B.

323 24. EXPIRATION OF OFFER: Unless accepted by Seller and delivered to Buyer by 8:00 A.M. P.M.
324 Noon, the 4 day of May 2007, 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 X Caryn L. Braden 5-3-07
344 BUYER'S SIGNATURE DATE BUYER'S SIGNATURE DATE
345 X Caryn L. Braden
346 PRINTED PRINTED
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350 (Check appropriate paragraph letter)
351 A. As the Seller(s) of the property described herein, the above terms and conditions are accepted this
352 _____ day of _____, at _____ A.M. P.M. Noon.
353
354 B. The above offer is Rejected.
355
356 C. The above offer is Countered. Seller should sign both the Purchase Agreement and the Counter Offer.
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361 SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE
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363 PRINTED PRINTED
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1 4:00 COUNTER OFFER # 2
2 A.M. P.M. May 4, 2007

3 The undersigned makes the following Counter Offer to the Purchase Agreement dated 5/3/07
4 concerning property commonly known as 6705 E. Lewis
5 in Delaware Township, Delaware County, Albany
6 Indiana between: Travis Duckworth as Seller(s)
7 and Caryn Braden as Buyer(s).

9 Purchase price to be \$68,900.
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11 Seller to pay \$4500 towards purchaser's closing
12 costs & pre-pays at closing
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25 Note: Seller and Buyer have the right to withdraw any offer/counter offer prior to written acceptance and delivery of such
26 offer/counter offer.
27 All other terms and conditions of the Purchase Agreement and all previous Counter Offers shall remain in effect except
28 as modified by this Counter Offer.

29
30 This Counter Offer # 2 is void if not accepted in writing on or before 6:00 A.M. P.M. Noon
31 on May 3, 2007

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33 This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but
34 all of which together shall constitute one and the same instrument. The parties agree that this Agreement may be transmitted
35 between them by facsimile machine. The parties intend that faxed signatures constitute original signatures and are binding on the
36 parties. The original document shall be promptly delivered, if requested.

37
38 Caryn L. Braden 5-4-07
39 SELLER BUYER SIGNATURE DATE SELLER BUYER SIGNATURE DATE
40
41 Caryn L. Braden
42 PRINTED PRINTED
43

44 ACCEPTANCE OF COUNTER OFFER #
45 The above Counter Offer # 2 is accepted at 10:07 A.M. P.M. Noon
46 5/5/07. Receipt of a signed copy of this Counter Offer is acknowledged.
47
48 Travis Duckworth 5-5-07
49 SELLER BUYER SIGNATURE DATE SELLER BUYER SIGNATURE DATE
50
51 TRAVIS DUCKWORTH
52 PRINTED PRINTED



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UPDATED MARCH 2007

