



* County Delaware *Area: Center *Quadrant: NE *Asking Price\$: 112,500
 *Address: 4012 N. Lakeside Dr Address2: _____
 *City: Muncie State: IN ZIP+4: 47304 Virtual Tour Link: _____

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

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

*Agent: Patrick L. Orr Co-Agent: _____ Commission: *SO _____
 *Variable: No *Photo/Video: Yes *List Date: 05/02/2007 *Expire Date: 11/02/2007
 Linked MLS Number: _____ *Entry: KeyBox Location of Keybox: _____
 *Township: Center *Subdivision: Sandpiper Lakes Sec 5 Lot 111 Zoning: _____
 *Legal: Sandpiper Lakes Sec:5 Lot:111 *Irregular: Yes *Lot Frontage: _____ *Lot Depth: _____
 *+ # Acres: _____ Price per Acre: _____ *YR Built: 1990 *+Total SQFT: 1572 Main Level SQFT: 516
 UpperLevel-1SQFT: 1056 UpperLevel-2SQFT: _____ LowerLevelSQFT: _____ *Source: TaxRecords
 *+Bsmt SQFT: _____ Walkout: _____ +Bsmt Finished SQFT: _____ +Bsmt Unfinished SQFT: _____
 *Elementary: Stoner *Middle: Northside *High School: Central

Rooms	Approx Size	Level	Comments	Rooms	Approx Size	Level	Comments
Living Room	X	2		Bedroom 5			
Great Room				Bath 1		2	
Family Room	X	1	Currently used as Family Rm 2 + Office	Bath 2		1	
Kitchen	X	2		Utility Room			
Dining Room				Other Room 1			
Den/Study				Other Room 2			
Bedroom 1	X	2		Other Room 3			
Bedroom 2				Outbuilding 1			
Bedroom 3				Outbuilding 2			
Bedroom 4				Outbuilding 3			

Reserved: Sale of home subject to purchasing home of choice Showing Instructions: CALL before Appt.

*Tax ID#: 0731405007000 *Land Value: 11,000.00 *Improve. Value: 72,800.00 *Est. Ann Tax\$: 957.26
 Ditch Fee _____ Other Expense \$: _____ Other Expense per: _____
 Annual Blue River Conservancy Fee: _____ Avg. Utilities per Month: Gas: _____ Electric: _____
 Water: _____ Sewage: _____
 Gas Available: _____ Assoc. Dues \$: _____ Assoc. Dues per: _____
 *Assumption: No *Seller Assisted: _____ *Auction: No Auction Date: _____

Page 1 of 2 Seller's Signature: David Alan Huffman 5/2/07 Elizabeth Renee Huffman Date: 05/02/2007

Check All that apply.

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

*MLS #

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

*Directions:

*Remarks (1000) use additional Remarks/Addendum form if necessary: \$104 maintenance fee

** Taxes quote reflect 2005 pay 2006 taxes, 2006/2007 rate is not out yet!

Addendum (1000) use additional Remarks/Addendum form if necessary: Trail around lake, clubhouse

LISTING CONTRACT
(EXCLUSIVE RIGHT TO SELL)

1 Date: May 2, 2007

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

5 David Alan Huffman, Elizabeth Renee Huffman ("Seller"),

6 Seller appoints Broker as Seller's broker with irrevocable and exclusive right to sell, exchange, option, or lease the real property
7 known as 4012 N. Lakeside Dr in Center Township,
8 Delaware County, Muncie, Indiana 47304
9 (zip code) legally described as: Sandpiper Lake Sec: 5 Lot: 111

10 _____
11 _____ (the "Property").

12
13 This contract begins on May 2, 2007, and expires at 11:59 P.M. November 2, 2007
14 subject to the following terms and conditions:

15 List Price: \$ ~~112,500~~ 112,500⁰⁰ Possession: ~~60 Days~~ Neg.

16 Seller represents that Seller is not delinquent on any loans which could constitute a lien on the Property and the total loans affecting the
17 Property do not exceed the list price and costs of sale. Also, Seller has the capacity to convey the Property by a general Warranty Deed or by
18 _____
19 _____

20
21 Terms of Sale: The Property may be sold for cash or any of the following methods indicated below:

- | | | | |
|-------|---|-------|----------------------------|
| _____ | Conventional Mortgage | _____ | Conditional Sales Contract |
| _____ | Insured Conventional Mortgage | _____ | FHA |
| _____ | Assumption of Existing Mortgage Balance | _____ | VA |
| _____ | Other _____ | | |

26 Seller agrees to pay costs associated with financing not to exceed _____

27 Property Offered for Sale: The above list price includes the Property and all improvements and fixtures permanently installed and
28 affixed thereto, except _____

29 Items of Personal Property included in the sale: Range Ref. Negotiable

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

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

52 Any commission required to be paid under items (1), (3) and (4) above shall be due and payable at the closing of the transaction
53 when title to or any interest in the Property is transferred to a buyer or lessee. Any commission required to be paid under items
54 (2) and (5) above shall be due and payable upon demand by Broker. In the event that commission is not paid when due, then
55 Broker shall be entitled to interest at the rate of - 0 - % per annum until commission is paid.

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

4012 N. Lakeside Dr, Muncie, IN 47304
(Property Address)

X Dan Huffman - 4012
ERA

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

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

- 66
67 1. 6.500 % of the selling/exchange price or option selling price, not less than \$ _____
68
69 2. In the event of a purchase option, the Seller agrees to compensate Broker _____ %
70 of the consideration paid for an Option to Purchase.
71 3. In the event of a lease, the Seller agrees to compensate Broker _____ % of
72 all amounts to be paid by a lessee to Seller over the term of the lease.
73 4. Other: if sales price falls below \$109,999 commission to be 7%
74 _____
75

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

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

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

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

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

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

114 (H) **AGENCY DISCLOSURES.**

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

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124 Seller is advised that the Property may be sold with the assistance of other Licensees working as buyer agents and
125 that Licensee's company policy is to cooperate with and compensate buyer agents. Buyer agents are Licensees who
126 show the Property to prospective buyers, but who represent only the interests of the buyer. Buyer agents owe duties
127 of trust, loyalty, confidentiality, accounting and disclosure to buyers. All representations made by buyer agents about
128 the Property are not made as the agent of the Seller.
129

- 130 3. **Limited Agency Authorization.** Licensee or the principal or managing broker may represent Buyer as a buyer agent.
131 If such a Buyer wishes to see the Property, Licensee has agency duties to both Seller and Buyer, and those duties
132 may be different or even adverse. Seller knowingly consents to Licensee acting as a limited agent for such showings.
133

134 If limited agency arises, Licensee shall not disclose the following without the informed consent, in writing, of both
135 Seller and Buyer:
136

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

145 In a limited agency situation, the parties agree that there will be no imputation of knowledge or information between any party and
146 the limited agent or among Licensees.
147

148 Seller acknowledges that Limited Agency Authorization has been read and understood. Seller understands that Seller does not
149 have to consent to Licensee(s) acting as limited agent(s), but gives informed consent voluntarily to limited agency and waives
150 any claims, damages, losses, expenses, including attorneys' fees and costs, against Licensee(s) arising from Licensee's(s)' role
151 of limited agent(s).
152

153 (I) **SELLER AUTHORIZATION AND COOPERATION.** Seller agrees to provide Broker with the required information necessary
154 for entry into a MLS, Internet or other advertising media, to include electronic media and the use of any exterior/interior photos, if
155 applicable. Seller will cooperate with Broker by permitting the Property to be shown at reasonable times and authorizes Broker to place and
156 remove "For Sale" and other signs on the Property.
157

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

177 8. Seller authorizes its lending institution to divulge all mortgage information to Broker and to provide copies of the
178 note and mortgage, if requested. Seller's lending institution is _____
179 _____ and the mortgage loan number is _____

180 9. Seller does does not authorize Broker to disclose the existence of multiple offers to Buyer. If Seller has authorized
181 disclosure of the existence of offers on the Property, Broker shall also disclose whether offers were obtained by the listing
182 licensee, another licensee in the listing firm or by a cooperating broker. (NOTE: Disclosure of individual and company names is
183 not necessary.)
184

185 If Seller's mortgage is subject to a pre-payment penalty, Seller agrees to give timely written notice to Seller's lender
186 that the mortgage is to be pre-paid from the sale proceeds of the Property. It is acknowledged that Seller's failure to
187 give this notice may result in a pre-payment penalty to be paid by Seller.
188

189 (J) **LOCKBOX/KEY AUTHORIZATION/USE.** To facilitate access to the Property, a lockbox installation is is not
190 authorized, subject to the following acknowledgments/conditions:
191

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

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- 193 and/or loss of personal property.
 194 2. Seller acknowledges Broker is not an insurer of Seller's real estate and personal property and waives claims against
 195 Broker and Broker's authorized persons for loss and/or damage. Seller further agrees to indemnify and hold harmless Broker
 196 and all authorized persons from claims by third parties from all loss and/or damage.
 197 3. Seller instructs Broker to make reasonable efforts to notify Seller of showing requests. If Seller cannot be contacted
 198 to schedule a showing, Seller ~~agrees~~ **does not want** Broker to use the lockbox/key for access to the Property.
 199 4. Where a tenant/lessee occupies the Property, it is Seller's full responsibility to obtain tenant/lessee consent to allow
 200 the use of a lockbox/key.
 201

202 (K) **FAIR HOUSING.** The parties acknowledge that the Fair Housing Act prohibits discrimination in housing because of race,
 203 color, national origin, religion, sex, familial status, and handicap.
 204

205 (L) **ADDITIONAL PROVISIONS.**
 206

- 207 1. Seller understands the terms of this Listing Contract and has received a copy.
 208 2. The parties to this contract agree that it contains the entire agreement of the parties and cannot be changed except
 209 by their written consent.
 210 3. The parties to this contract agree that it is binding upon the parties' heirs, administrators, executors, successors and
 211 assigns.
 212 4. Seller acknowledges receipt of an estimate of selling expenses.
 213 5. Seller acknowledges there are homeowner's association fees and/or assessments in the amount of \$ _____
 214 per _____, which have been paid by Seller through _____.
 215 6. The parties to this contract agree that this contract may be executed simultaneously or in two or more counterparts,
 216 each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
 217 The parties agree that this contract may be transmitted between them electronically or digitally. The parties intend that
 218 electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original
 219 document shall be promptly delivered, if requested.
 220 7. Broker may refer Seller to other professionals, service providers or product vendors, including lenders, loan brokers,
 221 title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty companies.
 222 Broker does not guarantee the performance of any service provider. Seller is free to select providers other than
 223 those referred or recommended to Seller by Broker.
 224 8. Broker is not and shall not be charged with the responsibility for the custody, management, care, maintenance,
 225 protection or repair of the Property nor for the protection or custody of any personal property located thereon,
 226 unless provided for in another written agreement.
 227 9. Seller consents to receive communications from Broker via telephone, U.S. mail, email and facsimile at the numbers/addresses
 228 provided to Broker unless Seller notifies Broker in writing to the contrary.
 229 10. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.
 230 11. Seller discloses to Listing Broker that Seller is licensed and holds License # _____
 231

232 (M) **FURTHER CONDITIONS.**

233 If David and Elizabeth are unhappy with services provided by Patrick, they may
 234 release this agreement. (or if you decide not to sell)
 235 _____
 236 _____
 237 _____
 238 _____
 239 _____
 240 _____
 241 _____
 242 _____
 243 _____

244 _____
 245 _____ IB59800380 _____ 05/02/2007
 246 SALES PERSON/AGENT IN LICENSE # SELLER'S SIGNATURE DATE
 247

248 ERA Eagle Real Estate, Inc. David Alan Huffman
 249 BROKER OR COMPANY NAME IB59800380 IN LICENSE # PRINTED

250 _____
 251 _____ Elizabeth Renee Huffman
 252 ACCEPTED BY: PRINCIPAL/MANAGING BROKER SELLER'S SIGNATURE DATE
 253

254 Elizabeth Renee Huffman
 255 PRINTED



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UPDATED MARCH 2007

4012 N. Lakeside Dr, Muncie, IN 47304
 (Property Address)

Page 4 of 4 (Listing Contract)

huffman - 4012



SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

State Form 4623a (R3 / 11-02)

Date (month, day/year)

5/2/07

Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT ACTUAL KNOWLEDGE as of the above date. The prospective buyer and the owner may wish to obtain professional advice or inspections of the property and provide for appropriate provisions in a contract between them concerning any advice, inspections, defects, or warranties obtained on the property. The representations in this form are the representations of the owner and are not the representations of the agent, if any. This information is for disclosure only and is not intended to be a part of any contract between the buyer and the owner. Indiana law (IC 24-4-6-2) generally requires sellers of 1-4 unit residential property to complete this form regarding the known physical condition of the property. An owner must complete and sign the disclosure form and submit the form to a prospective buyer before an offer is accepted for the sale of the real estate.

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

4012 N Lakeside Dr., Muncie, IN 47304

1 The following are in the conditions indicated.

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

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

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

C. WATER & SEWER SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know
Cistern	✓			
Septic Field / Bed	✓			
Hot Tub	✓			
Plumbing			✓	
Aerator System	✓			
Sump Pump	✓			
Irrigation Systems	✓			
Water Heater / Electric	✓			
Water Heater / Gas			✓	
Water Heater / Solar	✓			
Water Purifier	✓			
Water Softener	Lease			
Well				
Other Sewer System (Explain)				
	Yes	No	Do Not Know	
Are the improvements connected to a public water system?	✓			
Are the improvements connected to a public sewer system?	✓			
Are there any additions that may require improvements to the sewage disposal system?			✓	
If yes, have the improvements been completed on the sewage disposal system?		✓		
Are the improvements connected to a private/community water system?			✓	
Are the improvements connected to a private/community sewer system?			✓	

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

x Dal
x EKH

Property Address (number and street, city, state, ZIP code)				4012 N. Lakeside Dr Muncie, IN 47304					
2. ROOF		Yes	No	Do Not Know	4. OTHER DISCLOSURES		Yes	No	Do Not Know
Age, if known: _____ Years		<input checked="" type="checkbox"/>			Do improvements have aluminum wiring?				<input checked="" type="checkbox"/>
Does the roof leak?			<input checked="" type="checkbox"/>		Are there any foundation problems with the improvements?			<input checked="" type="checkbox"/>	
Is there present damage to the roof?			<input checked="" type="checkbox"/>		Are there any encroachments?				<input checked="" type="checkbox"/>
Is there more than one roof on the house?					Are there any violations of zoning, building codes, or restrictive covenants?			<input checked="" type="checkbox"/>	
If so, how many layers? _____		<input checked="" type="checkbox"/>			Is the present use a nonconforming use? Explain:			<input checked="" type="checkbox"/>	
3. HAZARDOUS CONDITIONS		Yes	No	Do Not Know	Is the access to your property via a private road?			<input checked="" type="checkbox"/>	
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?			<input checked="" type="checkbox"/>		Is the access to your property via a public road?		<input checked="" type="checkbox"/>		
Explain:					Is access to your property via an easement?			<input checked="" type="checkbox"/>	
					Have you received any notices by any governmental or quasi-governmental agencies affecting this property?			<input checked="" type="checkbox"/>	
					Are there any structural problems with the building?			<input checked="" type="checkbox"/>	
					Have any substantial additions or alterations been made without a required building permit?			<input checked="" type="checkbox"/>	
					Are there moisture and/or water problems in the basement, crawl space area, or any other area?			<input checked="" type="checkbox"/>	
					Is there any damage due to wind, flood, termites, or rodents?			<input checked="" type="checkbox"/>	
					Have any improvements been treated for wood destroying insects?			<input checked="" type="checkbox"/>	
					Are the furnace/woodstove/chimney/flue all in working order?		<input checked="" type="checkbox"/>		
					Is the property in a flood plain?			<input checked="" type="checkbox"/>	
					Do you currently pay flood insurance?			<input checked="" type="checkbox"/>	
					Does the property contain underground storage tank(s)?			<input checked="" type="checkbox"/>	
					Is the homeowner a licensed real estate salesperson or broker?			<input checked="" type="checkbox"/>	
					Is there any threatened or existing litigation regarding the property?			<input checked="" type="checkbox"/>	
					Is the property subject to covenants, conditions, and/or restrictions of a homeowner's association?		<input checked="" type="checkbox"/>		
					Is the property located within one (1) mile of an airport?			<input checked="" type="checkbox"/>	

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

We really love this home - the carpet in the living room could be restretched.

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

Signature of Seller: <i>Daniel Hoffman</i>	Date: <i>5/2/07</i>	Signature of Buyer:	Date:
Signature of Seller: <i>Elizabeth Renee Hoffman</i>	Date: <i>5/2/07</i>	Signature of Buyer:	Date:

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

Signature of Seller:	Date:	Signature of Seller:	Date:
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(Indiana Real Estate Commission; 876 IAC 1-4-2; filed Jun 1, 1994, 5:00 p.m.: 17 IR 2352; filed Jun 14, 1995, 11:00 a.m.: 18 IR 2787; readopted filed Jun 29, 2001, 9:56 a.m.: 24 IR 3824; filed Oct 28, 2002, 12:01 p.m.: 26 IR 789; filed Aug 6, 2003, 12:00 p.m.: 27 IR 186, eff Jan 1, 2004; filed Jan 27, 2006, 10:30 a.m.: 29 IR YYYY, eff Jan 1, 2006 [IC 4-22-2-36 suspends the effectiveness of a rule document for thirty (30) days after filing with the secretary of state. LSA Document #05-101(F) was filed Jan 27, 2006.]

SECTION 2. SECTION 1 of this document takes effect January 1, 2006.

LSA Document #05-101(F)
 Notice of Intent Published: June 1, 2005; 28 IR 2760
 Proposed Rule Published: September 1, 2005; 28 IR 3658

SELLER'S CLOSING STATEMENT

1 Property Address 4012 N. Lakeside Dr, Muncie, IN 47304

2 Place of Closing _____

3 Closing Agent _____ Closing Date _____

4 Seller David Alan Huffman Buyer _____

5 Sales Price \$ 109,500.00

6 _____

7 _____

8 _____

9 Gross Amount Due Seller \$ X 109,500.00

112,500

List Price

110,900-

10 **EXPENSES OF SELLER**

11 Title Insurance \$ 500.00

12 Pay-Off of First Mortgage - Unknown -

13 Taxes (Spring & Fall Pay 2007) 957.26

14 Broker's Commission 7,665.00

15 Deed / Disclosure 100.00

16 Final Sewage ****ESTIMATE ONLY**** 100.00

17 Misc. 100.00

18 _____

19 _____

20 _____

21 *** TO NET \$100,000.00 ***

22 _____

23 _____

24 _____

25 _____


26 Total Expenses \$ 9,422.26

APPJ Neg

27 Net Amount Due Seller \$ 100,077.74

28

29 **APPROVED:**

30  _____

31 SALES PERSON/AGENT IB59800380 David A. Huffman 5/2/07
IN LICENSE # SELLER'S SIGNATURE

32 ERA Eagle Real Estate, Inc. IB59800380 David Alan Huffman
33 BROKER OR COMPANY NAME IN LICENSE # PRINTED

34  _____

35 SELLER'S SIGNATURE

36 Elizabeth Renee Huffman
37 PRINTED



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STEP ONE - Choose your Home Protection One Home Warranty Plan

Prices below are for single family dwellings under 5,000 sq. ft. Call to obtain a quote on alternative dwelling types.

Plan 1 - \$50 Trade Service Call Fee*

- Buyer & Seller Coverage\$405
- Condominium/Townhome Buyer & Seller Coverage\$365
- New Construction Coverage***\$550

*\$50 Trade service call fee per repair visit or actual cost of service, whichever is less. Additional charges may apply to certain repairs and replacements.

Plan 2 - \$95 Trade Service Call Fee*

- Buyer & Seller Coverage\$375
- Condominium/Townhome Buyer & Seller Coverage\$335
- New Construction Coverage***\$505

*\$95 Trade service call fee per repair visit or actual cost of service, whichever is less. Additional charges may apply to certain repairs and replacements.

***One time contract fee for a 3-year coverage period. Please call 1-866-859-3401 for the one time optional coverage fees for the 3-year coverage period.

STEP TWO - Select your optional coverage

Optional Coverage Available to Home Buyer

Note: This coverage not available without purchase of Basic Home Warranty Plan.

- Built-in Swimming Pool Equipment\$100
- Built-in Spa Equipment**\$85
- Swimming Pool w/ Built-in Spa Equipment\$185
- Washer/Dryer Package**\$65
- Water Softener**\$40

Call for New Construction Options 1-866-859-3401.

**These optional coverages are also available on condominiums/townhomes/mobile homes.

STEP THREE - Please check the appropriate box(es) and sign

I desire:

<input type="checkbox"/> Plan 1 with \$50 Trade Service Call Fee (selected above)	\$
or	
<input type="checkbox"/> Plan 2 with \$95 Trade Service Call Fee (selected above)	\$
<input type="checkbox"/> Optional Coverage Total (selected above)	\$
	Contract Total
	\$

WAIVER: To decline the benefits of this coverage, I agree not to hold the real estate company, broker and/or agents liable for the repair or replacement of a system or appliance that would otherwise have been covered by this warranty plan.

~~Accepted under the warranty coverage is here:~~

Seller Signature: David L. Huffman Date: 5/2/07

Seller Signature: Reese Huffman Date: 5/2/07

Buyer Signature: _____ Date: _____

Buyer Signature: _____ Date: _____

Please read contract for specific coverages, exclusions and limitations.

STEP FOUR - Tell us about yourself

PROPERTY ADDRESS TO BE COVERED: _____

CITY: _____ STATE: _____ ZIP: _____

Who is the initiating agent for this home warranty? Seller's Agent Buyer's Agent
Please fill out appropriate information below.

INITIATING AGENT INFORMATION

REAL ESTATE COMPANY: _____

AGENT NAME: _____

PHONE NUMBER: () _____ LISTING EXP. DATE: _____

E-MAIL: _____

SELLER INFORMATION

SELLER NAME: _____

PHONE NUMBER: () _____

E-MAIL: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

BUYER INFORMATION

BUYER NAME: _____

PHONE NUMBER: () _____

E-MAIL: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CLOSING COMPANY INFORMATION

CLOSING COMPANY NAME: _____

PHONE NUMBER: () _____ FAX: () _____

ESTIMATED CLOSING DATE: _____ CLOSING NO.: _____

CLOSING REP NAME: _____

E-MAIL: _____

AMERICAN HOME SHIELD

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The total warranty plan fee (including basic coverage and any optional coverage items selected) is due and payable to AHS and is to be paid at closing. The warranty plan fee may include a service fee payable to the above named real estate company for administrative and other services performed in the placement of the plan, including promoting, selling, processing, and advertising the plan. The service fee is a good faith estimate of the value of the above named real estate company's services and expenses in providing such services in the placement of the plan.

TO REQUEST SERVICE - Visit www.AHSservice.com or call 1-866-777-9383

When a covered item breaks down due to normal wear and tear, contact American Home Shield. AHS will contact an authorized service contractor who will call you to schedule a convenient time to diagnose the problem. **Please do not call a contractor yourself. AHS will not reimburse for work performed without its prior approval.**

4 EASY WAYS TO ORDER YOUR HOME PROTECTION ONE HOME WARRANTY PLAN

Online: www.AHSsales.com

Phone: 1-866-859-3401
Fax: 1-800-FAX-AHS8 (1-800-329-2478)

Mail w/ payment: AHS, P.O. Box 2803, Memphis, TN 38101-2803
Mail w/o payment: AHS, P.O. Box 849, Carroll, IA 51401-9901

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

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

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

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

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

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

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

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

402 N. Lakeside Muncie IN 47304
Property Address City, St. Zip

David A. Huffman 5/2/07
Seller's Signature Date

Elizabeth Renee Huffman 5/2-07
Seller's Signature Date

David A. Huffman 5/02/07
Printed Name

Elizabeth Renee Huffman 5/2-07
Printed Name