



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

MLS #

\* County Delaware \*Area: SW \*Quadrant: \*Asking Price\$: 73,900  
 \*Address: 211 N. Ridge Road Address2:  
 \*City: Muncie State: IN ZIP+4: 47304 Virtual Tour Link:

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

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

\*Agent: Patrick Orr Co-Agent: \_\_\_\_\_ Commission: \*SO 35  
 \*Variable: \*Photo/Video: \*List Date: 05/05/2007 \*Expire Date: 11/05/2007  
 Linked MLS Number: \_\_\_\_\_ \*Entry: \_\_\_\_\_ Location of Keybox: \_\_\_\_\_  
 \*Township: Center \*Subdivision: Western Ridge Zoning: \_\_\_\_\_  
 \*Legal: Western Ridge Lot 44 \*Irregular: N \*Lot Frontage: 60 \*Lot Depth: 115  
 \*+ # Acres: \_\_\_\_\_ Price per Acre: \_\_\_\_\_ \*YR Built: 1955 \*Total SQFT: 1056 Main Level SQFT: \_\_\_\_\_  
 UpperLevel-1SQFT: \_\_\_\_\_ UpperLevel-2SQFT: \_\_\_\_\_ LowerLevelSQFT: \_\_\_\_\_ \*Source: \_\_\_\_\_  
 \*+Bsmt SQFT: \_\_\_\_\_ Walkout: \_\_\_\_\_ +Bsmt Finished SQFT: \_\_\_\_\_ +Bsmt Unfinished SQFT: \_\_\_\_\_  
 \*Elementary: \_\_\_\_\_ \*Middle: Northside \*High School: Central

Rooms	Approx. Size	Level	Comments	Rooms	Approx. Size	Level	Comments
Living Room	21' x 11'			Bedroom 5			
Great Room				Bath 1	4pc.		
Family Room				Bath 2			
Kitchen	15' x 11'			Utility Room	6' x 5'		
Dining Room				Other Room 1			
Den/Study	12' x 11'			Other Room 2			
Bedroom 1	10' x 8'			Other Room 3			
Bedroom 2	11' x 8'			Outbuilding 1			
Bedroom 3	11' x 9'			Outbuilding 2			
Bedroom 4				Outbuilding 3			

Reserved: \_\_\_\_\_ Showing Instructions: 20x16 Det. garage  
 \*Tax ID#: \_\_\_\_\_ \*Land Value: \_\_\_\_\_ \*Improve. Value: \_\_\_\_\_ \*Est. Ann Tax\$: \_\_\_\_\_  
 Ditch Fee \_\_\_\_\_ Other Expense \$: \_\_\_\_\_ Other Expense per: \_\_\_\_\_  
 Annual Blue River Conservancy Fee: \_\_\_\_\_ Avg. Utilities per Month: Gas: \_\_\_\_\_ Electric: \_\_\_\_\_  
 Water: \_\_\_\_\_ Sewage: \_\_\_\_\_  
 Gas Available: \_\_\_\_\_ Assoc. Dues \$: \_\_\_\_\_ Assoc. Dues per: \_\_\_\_\_  
 \*Assumption: \*Seller Assisted: \*Auction: Auction Date: \_\_\_\_\_

Page 1 of 2 Seller's Signature: [Signature] [Signature] Date: 5/5/07

<b>EXTERIOR</b> <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	<b>DRIVEWAY</b> <input type="checkbox"/> Alley <input type="checkbox"/> Asphalt <input checked="" type="checkbox"/> Concrete <input type="checkbox"/> Dirt <input checked="" type="checkbox"/> Gravel <input type="checkbox"/> Stone <input type="checkbox"/> None <i>Both</i>	<b>PATIO/DECK/PORCH</b> <input checked="" type="checkbox"/> Covered <input type="checkbox"/> Deck <input type="checkbox"/> Enclosed <input type="checkbox"/> Open <input type="checkbox"/> Screened <input checked="" type="checkbox"/> Patio <input type="checkbox"/> Porch <input type="checkbox"/> None	<b>AIR CONDITIONING</b> <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	<b>SHOW INSTRUCTIONS</b> <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	
<b>ROOFING</b> <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	<b>FIREPLACE</b> <input type="checkbox"/> Living Room <input type="checkbox"/> Dining Room <input type="checkbox"/> Family Room <input type="checkbox"/> Den/Study <input type="checkbox"/> Master Bedroom <input type="checkbox"/> Great Room <input type="checkbox"/> Electric <input type="checkbox"/> Gas Log <input type="checkbox"/> Wood Burning <input checked="" type="checkbox"/> None	<b>POOL</b> <input type="checkbox"/> Above-Ground <input type="checkbox"/> In-Ground <input type="checkbox"/> Hot Tub <input checked="" type="checkbox"/> None	<b>WATER HEATER</b> <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	<b>DOCS ON FILE</b> <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 checked="" type="checkbox"/> LBP Form <input type="checkbox"/> Legal <input type="checkbox"/> Plat Layout <input type="checkbox"/> Soil Samples <input type="checkbox"/> Survey <input type="checkbox"/> Topography <input type="checkbox"/> None	
<b>WINDOWS</b> <input type="checkbox"/> Aluminum <input checked="" type="checkbox"/> Casement <input type="checkbox"/> Double-Hung <input type="checkbox"/> Replacement <input type="checkbox"/> Screens <input type="checkbox"/> Storm Windows <input 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	<b>APPLIANCES INCLUDED</b> <input type="checkbox"/> Compactor <input type="checkbox"/> Dishwasher <input type="checkbox"/> Disposal <input checked="" type="checkbox"/> Range-Electric <input type="checkbox"/> Range-Gas <input type="checkbox"/> Range-Propane <input checked="" type="checkbox"/> Refrigerator <input 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	<b>2<sup>nd</sup> OUTBUILDINGS</b> <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	<b>MEDIA (TV)</b> <input type="checkbox"/> Antenna <input type="checkbox"/> Cable <input checked="" type="checkbox"/> Satellite w/o Controls <input type="checkbox"/> None	<b>DOCS ONLINE</b> <input type="checkbox"/> Aerial Photo <input checked="" 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	
<b>WINDOW TREATMENTS</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Partial <input type="checkbox"/> Negotiable	<b>FENCE</b> <input type="checkbox"/> Block <input type="checkbox"/> Brick <input type="checkbox"/> Full <input checked="" 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 type="checkbox"/> None <input type="checkbox"/> Other-See Remarks	<b>TOPOGRAPHY/AMEN</b> <input type="checkbox"/> Gently Rolling <input checked="" type="checkbox"/> Level <input type="checkbox"/> Sloping <input type="checkbox"/> Creek <input type="checkbox"/> Lake <input type="checkbox"/> Pond <input type="checkbox"/> River <input type="checkbox"/> Spring <input type="checkbox"/> None <input type="checkbox"/> Cardinal Greenway	<b>WATER</b> <input checked="" type="checkbox"/> City <input type="checkbox"/> Private <input type="checkbox"/> Well <input type="checkbox"/> Unknown <input type="checkbox"/> None	<b>COMMON AMENITIES</b> <input type="checkbox"/> Clubhouse <input type="checkbox"/> Swimming Pool <input type="checkbox"/> Playground <input type="checkbox"/> Tennis Courts <input checked="" type="checkbox"/> None	
<b>SECONDARY GARAGE</b> <input checked="" type="checkbox"/> 1 Car Attached <input type="checkbox"/> 1 Car Detached <input type="checkbox"/> 1.5 Car Attached <input type="checkbox"/> 1.5 Car Detached <input type="checkbox"/> 2 Car Attached <input type="checkbox"/> 2 Car Detached <input type="checkbox"/> 2.5 Car Attached <input type="checkbox"/> 2.5 Car Detached <input type="checkbox"/> 3-Car Attached <input type="checkbox"/> 3-Car Detached <input type="checkbox"/> 4-Car Attached <input type="checkbox"/> 4-Car Detached <input type="checkbox"/> Carport <input checked="" type="checkbox"/> Garage Door Opener <input type="checkbox"/> None <input type="checkbox"/> Other-See Remarks	<b>HEAT TYPE</b> <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	<b>HEAT FUEL</b> <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	<b>SEWER</b> <input checked="" type="checkbox"/> City <input type="checkbox"/> Private <input type="checkbox"/> Septic <input type="checkbox"/> None <input type="checkbox"/> Unknown	<b>FLOOD PLAIN</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown	
<b>*Directions:</b> West Jackson to Ridge Road, North to 211 on left.	<b>*Remarks (1000) use additional Remarks/Addendum form if necessary.</b>				<b>UTILITY COMPANIES</b> <input checked="" type="checkbox"/> Vectren <input checked="" type="checkbox"/> CAEP/I&M <input type="checkbox"/> REMC <input type="checkbox"/> Cinergy <input checked="" type="checkbox"/> Indiana American Water <input checked="" type="checkbox"/> Muncie Sanitary Dist <input type="checkbox"/> New Castle Utility <input type="checkbox"/> Other-See Remarks <input type="checkbox"/> Hartford City Water/Sewer <input type="checkbox"/> Eaton City Water/Sewer <input type="checkbox"/> Dunkirk City Water/Sewer <input type="checkbox"/> Ohio Valley Gas <input type="checkbox"/> Montpelier Water/Sewer
<b>Addendum (1000) use additional Remarks/Addendum form if necessary.</b>					<b>INTERNET</b> <input type="checkbox"/> Do Not Transmit

*Brenda Drown*

*Leah Andrews*

*5/05/07*

LISTING CONTRACT  
(EXCLUSIVE RIGHT TO SELL)

Date: May 5, 2007

In consideration of services to be performed by RHA Eagle Real Estate Inc.  
(Broker/Company, hereinafter referred to as "Broker") for Barth J and Brenda J Drown

Seller appoints Broker as Seller's broker with irrevocable and exclusive right to sell, exchange, option, or lease the real property known as 211 W. Ridge Road in Delaware County, Muncie Center, Indiana Township, (zip code) legally described as: Western Ridge Rd Lot 44, Indiana 47304

This contract begins on May 8, 2007 (the "Property") and expires at 11:59 P.M. November 8, 2007 subject to the following terms and conditions:

List Price: \$ 73,900<sup>00</sup> Possession: 30 DAC  
Seller represents that Seller is not delinquent on any loans which could constitute a lien on the Property and the total loans affecting the 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

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

Seller agrees to pay costs associated with financing not to exceed \$1900 w/ full price offer.  
Property Offered for Sale: The above list price includes the Property and all improvements and fixtures permanently installed and affixed thereto, except

Items of Personal Property included in the sale:

\* Condition: Subject to 3rd party Approval.

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

- (1) at the time the Property is sold, optioned, exchanged or leased by any person, including the Seller, to any person during the term of this contract or any renewal or extension thereof.
- (2) at the time Seller, Broker, or any other real estate licensee secures a buyer or lessee ready, willing and able to purchase, option, exchange or lease the Property for such price and terms as specified, or such other price or terms as Seller may accept.
- (3) at the time an agreement is entered into to sell, exchange, option or lease during the term of this contract or any renewal or extension thereof, and ultimately completed after the termination of this contract.
- (4) the Property is sold, optioned, leased, or exchanged by Seller or any other person within 100 days after termination of this Listing Contract to any person procured in whole or in part by the efforts of Broker, any cooperating broker, or Seller, provided, however, this extension clause shall not apply if this Exclusive Listing Contract terminates and the Property is listed exclusively with another licensed broker, or
- (5) at the time of default by Seller to any valid, fully executed, written agreement to sell, option, exchange, or lease the Property.

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

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 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 lease.

211 W. Ridge Road, Muncie, IN 47304  
(Property Address)

*[Handwritten signature]*  
Drown

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

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

211 E. Ridge Road, Muncie, IN 47304  
(Property Address)

*[Handwritten Signature]*  
Date: \_\_\_\_\_

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Seller is advised that the Property may be sold with the assistance of other Licensees working as buyer agents and that Licensee's company policy is to cooperate with and compensate buyer agents. 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.

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

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 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.

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).

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

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

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

(j) **LOCKBOXKEY AUTHORIZATION/USE.** To facilitate access to the Property, a lockbox installation  is  is not authorized, subject to the following acknowledgments/conditions:

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

211 N. Ridge Road, Avonle, 47304

(Property Address)

Page 3 of 4 (Listing Contract)

  
Drew

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

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

(L) ADDITIONAL PROVISIONS.

- 1. Seller understands the terms of this Listing Contract and has received a copy.
- 2. The parties to this contract agree that it contains the entire agreement of the parties and cannot be changed except by their written consent.
- 3. The parties to this contract agree that it is binding upon the parties' heirs, administrators, executors, successors and assigns.
- 4. Seller acknowledges receipt of an estimate of selling expenses.
- 5. Seller acknowledges there are homeowner's association fees and/or assessments in the amount of \$ \_\_\_\_\_ per \_\_\_\_\_, which have been paid by Seller through \_\_\_\_\_.
- 6. The parties to this contract agree that this contract may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this contract may be transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original document shall be promptly delivered, if requested.
- 7. Broker may refer Seller to other professionals, service providers or product vendors, including lenders, loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty companies. Broker does not guarantee the performance of any service provider. Seller is free to select providers other than those referred or recommended to Seller by Broker.
- 8. Broker is not and shall not be charged with the responsibility for the custody, management, care, maintenance, protection or repair of the Property nor for the protection or custody of any personal property located thereon, unless provided for in another written agreement.
- 9. Seller consents to receive communications from Broker via telephone, U.S. mail, email and facsimile at the numbers/addresses provided to Broker unless Seller notifies Broker in writing to the contrary.
- 10. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34,1-10-5.8.
- 11. Seller discloses to Listing Broker that Seller is licensed and holds License # \_\_\_\_\_.

(M) FURTHER CONDITIONS.

If Brenda and Esther are not happy with services or decide not to sell, Patrick agrees to release agreement.

Charlie Owens is excluded from listing for a period of 30 DAYS.

[Signature]  
SALESPERSON/AGENT      IB59000380      [Signature]      5/5/07  
IN LICENSE #      SELLER'S SIGNATURE      DATE

BRA Eagle Real Estate Inc.  
BROKER OR COMPANY NAME      IB59000380 IN LICENSE #      PRINTED  
[Signature]      [Signature]      5/5/07  
ACCEPTED BY: PRINCIPAL/MANAGING BROKER      SELLER'S SIGNATURE      DATE

PRINTED

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UPDATED MARCH 2007  
211 N. Ridge Road, Muncie, IN 47304  
(Property Address)





**SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE**  
State Form 46234 (R/1293)

Date (month, day, year)  
**May 5, 2007**

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 32-21-5) 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) **211 N. Ridge Road  
Muncie, 47304**

1. The following are in the conditions indicated:

A. APPLIANCES	None/Not Included	Defective	Not Defective	Do Not Know	C. WATER & SEWER SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know
Built-in Vacuum System					Cistern				
Clothes Dryer	X				Septic Field/Bed	X			
Clothes Washer	X				Hot Tub	X			
Dishwasher	X				Plumbing			X	
Disposal	X				Aerator System	X			
Freezer	X				Sump Pump	X			
Gas Grill	X				Irrigation Systems	X			
Hood			X		Water Heater/Electric	X			
Microwave Oven	X				Water Heater/Gas			X	
Oven	X				Water Heater/Solar	X			
Range			X		Water Purifier	X			
Refrigerator			X		Water Softener	X			
Room Air Conditioner(s)	X				Well	X			
Trash Compactor	X				Septic and Holding Tank/Septic Mound	X			
TV Antenna/Dish	X		X		Geothermal and Heat Pump	X			
Other:					Other Sewer System (Explain) <i>City</i>	X			
<i>CENTRAL AIR</i>								X	No
					Are the improvements connected to a public water system?			X	No
					Are the improvements connected to a public sewer system?			X	No
					Are there any additions that may require improvements to the sewage disposal system?				X
					If yes, have the improvements been completed on the sewage disposal system?				
					Are the improvements connected to a private/community water system?			X	No
					Are the improvements connected to a private/community sewer system?			X	No
<b>B. ELECTRICAL SYSTEM</b>	<b>None/Not Included</b>	<b>Defective</b>	<b>Not Defective</b>	<b>Do Not Know</b>	<b>D. HEATING &amp; COOLING SYSTEM</b>	<b>None/Not Included</b>	<b>Defective</b>	<b>Not Defective</b>	<b>Do Not Know</b>
Air Purifier	X				Attic Fan	X			
Burglar Alarm	X				Central Air Conditioning			X	
Ceiling Fan(s)	X				Hot Water Heat			X	
Garage Door Opener Controls	X				Furnace Heat/Gas			X	
Inside Telephone Wiring and Blocks/Jacks			X		Furnace Heat/Electric	X			
Intercom	X				Solar House-Heating	X			
Light Fixtures			X		Woodburning Stove	X			
Sauna	X				Fireplace	X			
Smoke/Fire Alarm(s)			X		Fireplace Insert	X			
Switches and Outlets			X		Air Cleaner	X			
Vent Fan(s)	X				Humidifier	X			
60(00)200 Amp Service (Circle one)			X		Propane Tank	X			
					Other Heating Source:	X			

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.

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: *Brenda D. Brown* Date: *5/5/07* Signature of Buyer: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature of Seller: *E. Anderson* Date: *5/5/07* 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 Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Property Address (number and street, city, state, ZIP code) 211 N. Ridge Road  
Muncie, 47304

2. ROOF	Yes	No	Do Not Know	4. OTHER DISCLOSURES	Yes	No	Do Not Know
Age, if known: _____ Years				Do improvements have aluminum wiring?			X
Does the roof leak?		X		Are there any foundation problems with the improvements?		X	X
Is there present damage to the roof?		X		Are there any encroachments?		X	X
Is there more than one roof on the house? If so, how many layers? _____		X		Are there any violations of zoning, building codes, or restrictive covenants?		X	X
<b>3. HAZARDOUS CONDITIONS</b>	<b>Yes</b>	<b>No</b>	<b>Do Not Know</b>	Is the present use a nonconforming use? Explain:		X	<del>X</del>
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?			X	Is the access to your property via a private road?		X	
Explain:				Is the access to your property via a public road?	X		
				Is access to your property via an easement?		X	
				Have you received any notices by any governmental or quasi-governmental agencies affecting this property?		X	
				Are there any structural problems with the building?		X	
				Have any substantial additions or alterations been made without a required building permit?		X	
				Are there moisture and/or water problems in the basement, crawl space area, or any other area?	X		
				Is there any damage due to wind, flood, termites, or rodents?		X	
				Have any improvements been treated for wood destroying insects?		X	
				Are the furnace/woodstove/chimney/flue all in working order?	X		
				Is the property in a flood plain?		X	
				Do you currently pay flood insurance?		X	
				Does the property contain underground storage tank(s)?		X	
				Is the homeowner a licensed real estate salesperson or broker?		X	
				Is there any threatened or existing litigation regarding the property?		X	<del>X</del>
				Is the property subject to covenants, conditions, and/or restrictions of a homeowner's association?		X	
				Is the property located within one (1) mile of an airport?		X	

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

\* BACK SIDEWALK WILL FLOOD AND WATER IN GARAGE TYPICALLY ONLY 24" IN ON NORTH SIDE. \* AFTER EVERY HEAVY RAIN. ONLY 1 TIME IN 6 YRS OVER PAVIO  
 \* NO WATER EVER IN HOUSE. AFTER SUPER HEAVY RAIN WATER ON 3 SIDES \* NEVER IN

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: <u>B. Drown</u>	Date: <u>5/5/07</u>	Signature of Buyer:	Date:
Signature of Seller: <u>E. J. Andrews</u>	Date: <u>5-5-07</u>	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:

(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

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

1 PROPERTY ADDRESS: 211 N. Ridge Road, Muncie, 47304

2  
3 **LEAD WARNING STATEMENT**

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

13 **SELLER'S DISCLOSURE**

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

- 15  
16 (i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): \_\_\_\_\_  
17  
18  
19 (ii)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.  
20  
21

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

- 23 (i)  Seller has provided the buyer with all available records and reports including *Seller's Residential Real Estate*  
24 *Sales Disclosure* form, if applicable, pertaining to lead-based paint and/or lead-based paint hazards in the  
25 housing (list and attach documents below): \_\_\_\_\_  
26  
27  
28 (ii)  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.  
29

30 **BUYER'S ACKNOWLEDGMENT (initial)**

- 31 (c.)  Buyer has received copies of all information listed above.  
32 (d.)  Buyer has received the pamphlet Protect Your Family From Lead In Your Home.  
33 (e.)  Buyer has *(check (i) or (ii) below)*:  
34 (i)  received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for  
35 the presence of lead-based paint and/or lead-based paint hazards;  
36 **OR**  
37 (ii)  waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or  
38 lead-based paint hazards.

39 **BROKER'S ACKNOWLEDGMENT (initial)**

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

211 N. Ridge Road, Muncie, 47304  
(Property Address)

*PLG*  
*eja*

45 **CERTIFICATION OF ACCURACY**

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

49 This *Certification and Acknowledgment* may be executed simultaneously or in two or more counterparts, each of which shall be  
50 deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this  
51 *Certification and Acknowledgment* may be transmitted between them electronically or digitally. The parties intend that  
52 electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original  
53 document shall be promptly delivered, if requested.  
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56 BUYER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
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*Brenda Brown* 5/05/07  
SELLER'S SIGNATURE DATE

PRINTED \_\_\_\_\_  
*Catherine J. Andrews* 5/5/07  
SELLER'S SIGNATURE DATE

PRINTED \_\_\_\_\_  
*[Signature]* 5/5/07  
LISTING BROKER DATE



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211 N. Ridge Road, Muncie, 47304  
(Property Address)

# SELLER'S CLOSING STATEMENT

1 Property Address 211 N. Ridge Road, Muncie, 47304

2 Place of Closing \_\_\_\_\_

3 Closing Agent \_\_\_\_\_ Closing Date \_\_\_\_\_

4 Seller Drown Buyer \_\_\_\_\_

5 Sales Price List 73,900 \$ 72,000

6 \_\_\_\_\_

7 \_\_\_\_\_

8 \_\_\_\_\_

9 Gross Amount Due Seller \$ 72000

10 **EXPENSES OF SELLER**

11 Title Insurance \$ 400.00

12 Pay-Off of First Mortgage \_\_\_\_\_

13 Taxes (November 2007 May/Nov) ~~700~~ 700

14 Broker's Commission 5040

15 Dead/Final Sewage 100.00

16 \_\_\_\_\_

17 \_\_\_\_\_

18 73,900 (1900 in closing costs)

19 ~~\* \$1900 \*~~

20 \_\_\_\_\_

21 \_\_\_\_\_

22 \_\_\_\_\_

23 \_\_\_\_\_

24 \_\_\_\_\_

25 5890

26 Total Expenses \$ ~~6350~~ 66,110

27 Net Amount Due Seller \$ ~~(8,200)~~ 350

28 \_\_\_\_\_

29 APPROVED: \_\_\_\_\_

30 \_\_\_\_\_

31 SALES PERSON/AGENT IB59000380 ~~IB59000380~~ 65760

IN LICENSE # \_\_\_\_\_ SELLER'S SIGNATURE 6800

32 ERA Eagle Real Estate Inc. IB59000380

33 BROKER OR COMPANY NAME IN LICENSE # PRINTED 5040

34 \_\_\_\_\_

35 \_\_\_\_\_ SELLER'S SIGNATURE Shortage

36 \_\_\_\_\_

37 PRINTED \_\_\_\_\_



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