



* **County** Delaware * **Area:** _____ * **Quadrant:** _____ * **Asking Price\$:** 18,900.00
 * **Address:** 2901 S. Macedonia Address2: _____
 * **City:** Muncie State: _____ ZIP+4: 47302 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 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 type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6	*Full Baths <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 *Contract <input type="checkbox"/> Yes <input type="checkbox"/> No	*Half Baths <input 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 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 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 <input type="checkbox"/> Crawl Space <input 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 *Main Outbuilding Type <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"/> None <input type="checkbox"/> Other-See Remarks
--	--	---	--	--	--	--

* **Agent:** _____ Co-Agent: _____ Commission: *SO _____
 * **Variable:** _____ * **Photo/Video:** _____ * **List Date:** 05/16/2007 * **Expire Date:** 11/15/2007
 Linked MLS Number: _____ * **Entry:** _____ Location of Keybox: _____
 * **Township:** Center * **Subdivision:** _____ Zoning: _____
 * **Legal:** _____ * **Irregular:** _____ * **Lot Frontage:** _____ * **Lot Depth:** _____
 * **# Acres:** _____ Price per Acre: _____ * **YR Built:** _____ * **+Total SQFT:** _____ Main Level SQFT: _____
 UpperLevel-1SQFT: _____ UpperLevel-2SQFT: _____ LowerLevelSQFT: _____ * **Source:** _____
 * **+Bsmt SQFT:** _____ Walkout: _____ +Bsmt Finished SQFT: _____ +Bsmt Unfinished SQFT: _____
 * **Elementary:** _____ * **Middle:** _____ * **High School:** _____

Rooms	Approx. Size	Level	Comments	Rooms	Approx. Size	Level	Comments
Living Room				Bedroom 5			
Great Room				Bath 1			
Family Room				Bath 2			
Kitchen				Utility Room			
Dining Room				Other Room 1			
Den/Study				Other Room 2			
Bedroom 1				Other Room 3			
Bedroom 2				Outbuilding 1			
Bedroom 3				Outbuilding 2			
Bedroom 4				Outbuilding 3			

Reserved: _____ Showing Instructions: _____
 * **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: Kimberly S. Schreck Date: 5/15/07

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 type="checkbox"/> Vinyl <input type="checkbox"/> Wood <input type="checkbox"/> Other-See Remarks	DRIVEWAY <input 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 type="checkbox"/> Deck <input type="checkbox"/> Enclosed <input type="checkbox"/> Open <input type="checkbox"/> Screened <input type="checkbox"/> Patio <input type="checkbox"/> Porch <input type="checkbox"/> None	AIR CONDITIONING <input 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 type="checkbox"/> Call for Appointment <input type="checkbox"/> Subject to Seller Finding
ROOFING <input 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 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 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 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 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 type="checkbox"/> Dishwasher <input type="checkbox"/> Disposal <input type="checkbox"/> Range-Electric <input 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 type="checkbox"/> Satellite w/o Controls <input type="checkbox"/> None	DOCS ONLINE <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
WINDOW TREATMENTS <input 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 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 type="checkbox"/> City <input type="checkbox"/> Private <input type="checkbox"/> Well <input type="checkbox"/> Unknown <input type="checkbox"/> None	COMMON AMENITIES <input 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 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 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 type="checkbox"/> No <input type="checkbox"/> Unknown
		HEAT FUEL <input type="checkbox"/> Coal <input type="checkbox"/> Electric <input 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 type="checkbox"/> Homestead <input 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 type="checkbox"/> Vectren <input type="checkbox"/> AEP/I&M <input type="checkbox"/> REMC <input type="checkbox"/> Cinergy <input 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 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: _____

Addendum (1000) use additional Remarks/Addendum form if necessary: _____

**LISTING CONTRACT
(EXCLUSIVE RIGHT TO SELL)**

1 Date: May 15, 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 Kimberly Sue Schreck

5
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 2901 S. Macedonia in Center Township,
8 Delaware County, Muncie, Indiana 47302
9 (zip code) legally described as: To be described

10
11 _____ (the "Property").

12
13 This contract begins on May 16, 2007, and expires at 11:59 P.M. November 15, 2007
14 subject to the following terms and conditions:

15
16 List Price: \$ 18,900.00 Possession: immediate

17 Seller represents that Seller is not delinquent on any loans which could constitute a lien on the Property and the total loans affecting the
18 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

19
20
21 Terms of Sale: The Property may be sold for cash or any of the following methods indicated below:

22 _____ Conventional Mortgage _____ Conditional Sales Contract
23 _____ Insured Conventional Mortgage _____ FHA
24 _____ Assumption of Existing Mortgage Balance _____ VA
25 _____ 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: _____
30 _____
31 _____
32 _____

33
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:

- 37
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.
51

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 na % per annum until commission is paid.
56

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.

_____ 2901 S. Macedonia, Muncie, 47302
(Property Address)

Page 1 of 4 (Listing Contract)

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. _____ % of the selling/exchange price or option selling price, not less than \$ 2,000.00
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: _____
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.

2901 S. Macedonia, Muncie, 47302
(Property Address)

Page 2 of 4 (Listing Contract)

K.S.

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(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 MLS, 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 MLS, 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 _____

- 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) **LOCKBOX/KEY 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

2901 S. Macedonia, Muncie, 47302
(Property Address)

K. S.

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

1 **PROPERTY ADDRESS:** 2901 S. Macedonia, Muncie, 47302
2 _____
3

4 **LEAD WARNING STATEMENT**

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

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.) PLC 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

2901 S. Macedonia, Muncie, 47302
(Property Address)

K. S.

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.
54

55
56 _____
BUYER'S SIGNATURE DATE

57
58 _____
PRINTED

59
60 _____
BUYER'S SIGNATURE DATE

61
62 _____
PRINTED

63
64 _____
SELLING BROKER DATE

55
56 _____
SELLER'S SIGNATURE DATE
Kimberly S. Schreck 5/15/07

57
58 _____
PRINTED

59
60 _____
SELLER'S SIGNATURE DATE

61
62 _____
PRINTED

63
64 _____
LISTING BROKER DATE
Paul J. O. 5/15/07



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This is a legally binding contract, if not understood seek legal advice. Form # 37. Copyright IAR 2006.



2901 S. Macedonia, Muncie, 47302
(Property Address)



SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

State Form 46234 (R3 / 11-02)

Date (month/day/year)

5/16/07

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)

2901 S. MACEDONIA, MUNCIE, IN 47303

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	✓			
Range	✓			
Refrigerator	✓			
Room Air Conditioner(s)	✓			
Trash Compactor	✓			
TV Antenna / Dish	✓			
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	✓			
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	✓			
Fireplace Insert	✓			
Air Cleaner	✓			
Humidifier	✓			
Propane Tank	✓			
Other Heating Source	✓			

K.S.



Seller Estimated Proceeds



Prepared For Kim Schreck

Property Address 2901 S. Macedonia, Muncie IN.

Date 5/16/07 Prepared By: [Signature]

Suggested List Price Range 15,900 --- 18,900

<u>15000</u>	SALES PRICE	<u>17000</u>	<u>18000</u>
	LESS SELLER EXPENSES:		
<u>360</u>	TAXES PAYABLE: NOV. 04 MAY 05	<u>360</u>	<u>360</u>
<u>2000</u>	\$2000 7% 8% 9% FEE	<u>2000</u>	<u>2000</u>
<u>165</u>	ALTA 92-98 TITLE POLICY	<u>165</u>	<u>165</u>
	HOME WARRANTY \$409.00		
<u>100</u>	DEED/DISC. PREPARATION	<u>100</u>	<u>100</u>
	BOUNDARY SURVEY		
	SURVEY AFFIDAVIT		
	MANDATORY SELLER FHA COSTS		
	PURCHASER CLOSING COSTS		
	CLOSING FEE		
	REPAIR COSTS-LOCKSMITH		
	FHA--VA COSTS		
	CLOSING COSTS FOR PURCHASER		
	ADVERTISING COSTS		
	INSPECTIONS-WATER TEST		
	NEHEMIAH CONTRIBUTION		
	SELLER SECURITY (2.75%)		
	UTILITIES-MANAGEMENT		
	FINAL SEWAGE BILL <u>???</u>		
	UNPAID LIENS <u>???</u>		
<u>2625</u>	TOTAL EXPENSES	<u>2625</u>	<u>2625</u>
<u>12375</u>	NET BALANCE DUE SELLER	<u>14375</u>	<u>15375</u>
	LESS MORTGAGE PAYOFF		
<u>12375</u>	Estimated Equity	<u>14375</u>	<u>15375</u>

Note: This is an ESTIMATE ONLY and may change depending on final sales price, individual lender, lawyers, Surveyors, Title Company charges at time of closing. Actual costs will be shown on a closing statement. Figures shown here are estimates only and may not exact, thereby removing ERA Eagle Real Estate and its associates from liabilities therewith.

X [Signature] 5/15/07 X Kimberly Schreck 5/15/07
Sales Associate Date Seller or Representative Date Seller or Representative Date

Fee Schedule, as determined solely by ERA Eagle Real Estate Inc.

Based on RESIDENTIAL Sales price @ closing:

Up to 29000.00=\$2000	29001-109,999=7%	110,000-149,999=6.5%	150,000-224,999=6%
225,000-299,999=5.5%	Above 300,000 and New Construction=5%	REO gov. properties 6% + Bonus	

Title charge benchmarks---for reference only, based on rate sheet from local title company
20K=150 30K=189 40K=226 50K=257 60K=290 70K=319 80K=349 90K=377 100K=407
Add 2.00 for every thousand over 100K Add 10% to premium for Alta 98 Policy Deed \$40 Disclosure \$30 (Split)
Closing Fee: Cash=\$100 Mortgage=\$165 Note: these prices NOT guaranteed--estimates only!!