

Listing Broker (Co.) ERA ( ) By Patrick Orr ( )  
 office code individual code  
 Selling Broker (Co.) CBL ( ) By Ralph Robertson ( )  
 office code individual code

**PURCHASE AGREEMENT  
(IMPROVED PROPERTY)**



Date: 5/12/2007

1. **BUYER:** Lisa Jutte ("Buyer")  
 agrees to buy the following property from the owner ("Seller") for the consideration and subject to the following terms, provisions, and conditions:

2. **PROPERTY:** The property ("Property") is known as Lot: 17 Emerald Pointe Project  
 in Canton Township, Delaware County, Muncie  
 Indiana, (zip code) legally described as:

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

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

3. **PRICE:** Buyer will pay the total purchase price of \$ 124,600. for the Property. If Buyer obtains an appraisal of the Property, this Agreement is contingent upon the Property appraising at no less than the agreed upon purchase price.

4. **EARNEST MONEY:** Buyer submits \$ 500. pd 4/21/07 as earnest money which shall be applied to the purchase price. The listing broker shall deposit earnest money received into its escrow account within two (2) banking days of acceptance of this Agreement and hold it until time of closing the transaction or termination of this Agreement. If Buyer fails for any reason to submit earnest money, Seller may terminate this Agreement. Earnest money shall be returned promptly in the event this offer is not accepted. If this offer is accepted and Buyer fails or refuses to close the transaction, without legal cause, the earnest money shall be retained by Seller for damages the Seller has or will incur, and Seller retains all rights to seek other legal and equitable remedies. The Broker holding any earnest money is absolved from any responsibility to make payment to the Seller or Buyer unless the parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in 876 IAC 1-1-23 (release of earnest money). Upon notification that Buyer or Seller intends not to perform, Broker holding the earnest money may release the earnest money as provided in this Agreement. If no provision is made in this Agreement, Broker may send to Buyer and Seller notice of the disbursement by certified mail. If neither Buyer nor Seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified letter, Broker may release the earnest money to the party identified in the certified letter. Buyer and Seller agree to hold the Broker harmless from any liability, including attorney's fees and costs, for good faith disbursement of earnest money in accordance with this Agreement and licensing regulations.

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

A. **CASH:** The entire purchase price shall be paid in cash and no financing is required.

B. **NEW MORTGAGE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a

Conventional  Insured Conventional  FHA  VA  Other: \_\_\_\_\_ first mortgage loan for 80% of purchase price, payable in not less than \_\_\_\_\_ years, with an original rate of interest not to exceed 6.375% per annum and not to exceed \_\_\_\_\_ points. Buyer shall pay all costs of obtaining financing, except \_\_\_\_\_

Lot 17 Emerald Pointe Project

(Property Address)

Page 1 of 6 (Purchase Agreement)

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

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

6. **TIME FOR OBTAINING FINANCING:** Buyer agrees to make written application for any financing necessary to complete this transaction or for approval to assume the unpaid balance of the existing mortgage within 0 days after the acceptance of this Agreement and to make a diligent effort to meet the lender's requirements and to obtain financing in cooperation with the Broker and Seller. No more than 15 days after acceptance of the Agreement shall be allowed for obtaining favorable written commitment(s) or mortgage assumption approval. If a commitment or approval is not obtained within the time specified above, this Agreement shall terminate unless an extension of time for this purpose is mutually agreed to in writing.

7. **CLOSING:** The closing of the sale (the "Closing Date") shall be on or before 6/15/2007, or within \_\_\_\_\_ days after \_\_\_\_\_, whichever is later or this Agreement shall terminate unless an extension of time is mutually agreed to in writing. The closing fee shall be paid by  BUYER  SELLER  shared equally.

8. **POSSESSION:**

- A. The possession of the Property shall be delivered to Buyer  at closing  within 120 days after closing or  on or before \_\_\_\_\_ if closed. For each day Seller is entitled to possession after closing, Seller shall pay to Buyer at closing \$ \_\_\_\_\_ per day. If Seller does not deliver possession by the date required in the first sentence of this paragraph, Seller shall pay Buyer \$ 50. per day as liquidated damages until possession is delivered to Buyer, and Buyer shall have all other legal and equitable remedies available against the Seller.
- B. **Maintenance of Property:** Seller shall maintain the Property in its present condition until its possession is delivered to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to closing to determine whether Seller has complied with this paragraph. Seller shall remove all debris and personal property not included in the sale.
- C. **Casualty Loss:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller. In the event any damage or destruction is not fully repaired prior to closing, Buyer, at Buyer's option, may either (a) terminate this Agreement or (b) elect to close the transaction, in which event Seller's right to all insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.
- D. **Utilities/Municipal Services:** Seller shall pay for all municipal services and public utility charges through the day of possession.

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

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

11. **HOMEOWNER'S INSURANCE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a favorable written commitment for homeowner's insurance within 15 days after acceptance of this Agreement.

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

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

Lot 17 Emerald Pointe Project

(Property Address)

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

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

INSPECTION/RESPONSE PERIOD: Buyer shall order all INDEPENDENT INSPECTIONS immediately after acceptance of the Purchase Agreement. Buyer shall have 7 days beginning the day following the date of acceptance of the Purchase Agreement to respond to the inspection report(s) in writing to Seller (see "Buyer's Inspection Response").

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

\* Throught Construction

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

If the Buyer does not comply with any Inspection/Response Period or make a written objection to any problem revealed in a report within the applicable Inspection/Response Period, the Property shall be deemed to be acceptable. If the Buyer reasonably believes that the Inspection Report reveals a MAJOR DEFECT with the Property and the Seller is unable or unwilling to remedy the defect to the Buyer's reasonable satisfaction before closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this Agreement or waive such defect and the transaction shall proceed toward closing. Under Indiana law, "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. BUYER AGREES THAT ANY PROPERTY DEFECT PREVIOUSLY DISCLOSED BY SELLER, OR ROUTINE MAINTENANCE AND MINOR REPAIR ITEMS MENTIONED IN ANY REPORT SHALL NOT BE A BASIS FOR TERMINATION OF THIS AGREEMENT. ALL TIME PERIODS APPLICABLE TO INSPECTION RESPONSES SHALL BE REASONABLE.

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

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

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

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

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

Lot 17 Emerald Pointe Project

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Buyer  Seller  shared equally  Seller to pay owner's policy and Buyer to pay mortgage policy  
 other \_\_\_\_\_ . Any encumbrances or defects in title must be removed and Seller must convey title free and clear of any encumbrances and title defects, with the exception of any mortgage assumed by Buyer and any restrictions and easements of record which will not materially interfere with Buyer's intended use of the Property. Seller shall order the commitment  immediately  after mortgage approval  other \_\_\_\_\_  
Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the deed and vendors affidavit), so that marketable title can be conveyed. A title company, at Buyer's request, can provide information about availability, desirability, coverage, and cost of various title insurance coverages, gap and other endorsements.

16. TAXES: (Check paragraph A, B or C)

A. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on \_\_\_\_\_, and all taxes due thereafter. All or before closing, Seller shall pay all taxes for the Property payable before that date.

B. All taxes assessed for any prior calendar year and remaining unpaid shall be paid by Seller, and all taxes assessed for the current calendar year shall be prorated between Seller and Buyer on a calendar-year basis as of the day immediately prior to the Closing Date.

For purposes of paragraph A and B: If the tax rate and/or assessment for taxes assessed in the current year have not been determined at the closing of the transaction, the rate and/or assessment shall be assumed to be the same as the prior year for the purpose of such proration and credit for due but unpaid taxes, and this shall be a final settlement. **WARNING: Buyer is responsible for confirming the status of all tax exemptions and/or credits.**

C. FOR RECENT CONSTRUCTION ONLY. If the tax rate and/or assessment for taxes is not available, Seller will give a tax credit of \$ 0 to Buyer at closing. If the tax rate and/or assessment for taxes is available prior to the Closing Date, then paragraph B shall apply.

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

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

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

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

19. HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION: Documents for a mandatory membership association shall be delivered by the Seller to Buyer within 5 days after acceptance of this Agreement. If the Buyer does not make a written response to the documents within 5 days after receipt, the documents shall be deemed acceptable. In the event the Buyer does not accept the provisions in the documents and such provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall be refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in writing, within 1 days after Buyer's approval of the documents.

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

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

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(Property Address)

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

22. FURTHER CONDITIONS (List and attach any addenda): Buyer agrees to "Ideal Suburban Homes, Inc. Building Construction Agreement" and "Cost Report" attached and make part of this contract.

Buyer also request proof of Builders risk insurance so buyer doesn't have to carry home owners during construction and doesn't conflict with buyers policy.

(Property Address)

*LSJ*  
2007  
*KB-*

321 23. EXPIRATION OF OFFER: Unless accepted by Seller and delivered to Buyer by NOON, ~~P.M.~~  P.M.  
322  Noon, the 14 day of MAY 2007, this Purchase Agreement shall be null and void and all  
323 parties shall be relieved of any and all liability or obligations.  
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325 24. CONSULT YOUR ADVISORS: Buyer and Seller acknowledge they have been advised that, prior to signing this  
326 document, they may seek the advice of an attorney for the legal or tax consequences of this document and the  
327 transaction to which it relates. In any real estate transaction, it is recommended that you consult with a  
328 professional, such as a civil engineer, environmental engineer, or other person, with experience in evaluating the  
329 condition of the Property.  
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331 25. ACKNOWLEDGEMENTS: Buyer and Seller acknowledge that each has received agency office policy disclosures,  
332 has had agency explained, and now confirms all agency relationships. Buyer and Seller further acknowledge that  
333 they understand and accept agency relationships involved in this transaction. By signature below, the parties verify  
334 that they understand and approve this Purchase Agreement and acknowledge receipt of a signed copy.  
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336 This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed  
337 an original but all of which together shall constitute one and the same instrument. The parties agree that this  
338 Agreement may be transmitted between them electronically or digitally. The parties intend that electronically or  
339 digitally transmitted signatures constitute original signatures and are binding on the parties. The original document  
340 shall be promptly delivered, if requested.  
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342 X Lisa S. Jutte 5-13-07  
343 BUYER'S SIGNATURE DATE BUYER'S SIGNATURE DATE  
344 Lisa S. Jutte  
345 PRINTED PRINTED  
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348 (Check appropriate paragraph letter)

349  A. As the Seller(s) of the property described herein, the above terms and conditions are accepted this  
350 14 day of MAY 07, at  A.M.  P.M.  Noon.  
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353  B. The above offer is Rejected.  
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355  C. The above offer is Countered. Seller should sign both the Purchase Agreement and the Counter Offer.  
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357 Frank Bizzo 5-14-07  
358 SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE  
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This is a legally binding contract, if not understood seek legal advice. Form #02. Copyright IAR 2006



Lot 17 Emerald Pointe Project  
(Property Address)



# Ideal Suburban Homes, Inc. Building Construction Agreement

This contract entered into this Monday, May 07, 2007, between Ideal Suburban Homes, Inc., hereinafter referred to as the Builder, and Lisa S. Jutte hereinafter referred to as the Purchaser: WHEREAS, Purchaser has agreed to purchase the following described real estate in Delaware County, Indiana, to-wit: Lot: 0017 Emerald Pointe Project  
Address: \_\_\_\_\_

**NOW, THEREFORE, WITNESSETH:**

- Seller agrees to sell and Purchaser agrees to buy the above described property together with a new home residence and all other improvements as hereinafter provided, Seller accepting and Purchaser paying as the purchase price therefore the sum of \$124,600.58.  

Earnest Money, to Builder, receipt of which is hereby acknowledged .....	<u>\$500.00</u>
Due at Closing .....	<u>\$124,100.58</u>
<b>Total</b>	<b><u>\$124,600.58</u></b>
- Builder agrees to furnish all the labor and materials necessary to construct in a good and workmanlike manner a residence upon the above described property in accordance with plans and specifications which are attached hereto and made a part hereof.
- In the event that funds are not available from the lender when the home is complete, the builder shall have the right to void this contract.
- The purchase price is based on the current cost report. The Purchaser agrees that all structural options have been approved and shall not be changed for any reason. Structural options include but are not limited to: model, elevation, swing, sunrooms, 3rd bay garage, garage expansions, brick/stone, tub/shower style, HVAC options, or any other options that will affect the foundation system. Any modification to non-structural options prior to the preconstruction meeting that affect the price, will be reflected on an addendum. If the preconstruction meeting does not occur within 30 days from the date of this agreement, the base price and option prices are subject to change.
- The Purchaser agrees that said dwellings and specifications have been examined by them and that same are acceptable and further agree that any subsequent changes or modifications after the pre-construction meeting will involve additional costs and shall be approved by the Builder and such extra costs shall be paid in advance. The requested changes shall be accompanied by a \$100 non-refundable check to process the request. The cost of the changes and an additional \$250 change order fee will apply.
- The Builder agrees to furnish insurance on said dwelling during the period of construction to the time of closing or occupancy.
- Purchaser shall assume and pay the taxes upon the Real Estate due and payable in Nov 2008, and all subsequent taxes and assessments.
- Builder shall furnish at Builder's expense a policy of Owner's Title Insurance insuring in Purchaser marketable title to the real estate as of a date after the date hereof. Mortgage Title Insurance, if any, will be a separate policy and all charges, including premium and search, for such Mortgage Title Insurance Policy shall be paid by the Purchaser. The cost of the Closing Agent will be split 50/50.



LISA S. JUTTE  
4185 W. WENGER RD.  
CLAYTON, OH 45315

DATE April 23, 2007 259

55-78172422-

PAY TO THE ORDER OF ERA

\$ 500.<sup>00</sup>

Five hundred dollars and <sup>00</sup>/<sub>100</sub> DOLLARS

**SR** Standard Register  
Federal Credit Union  
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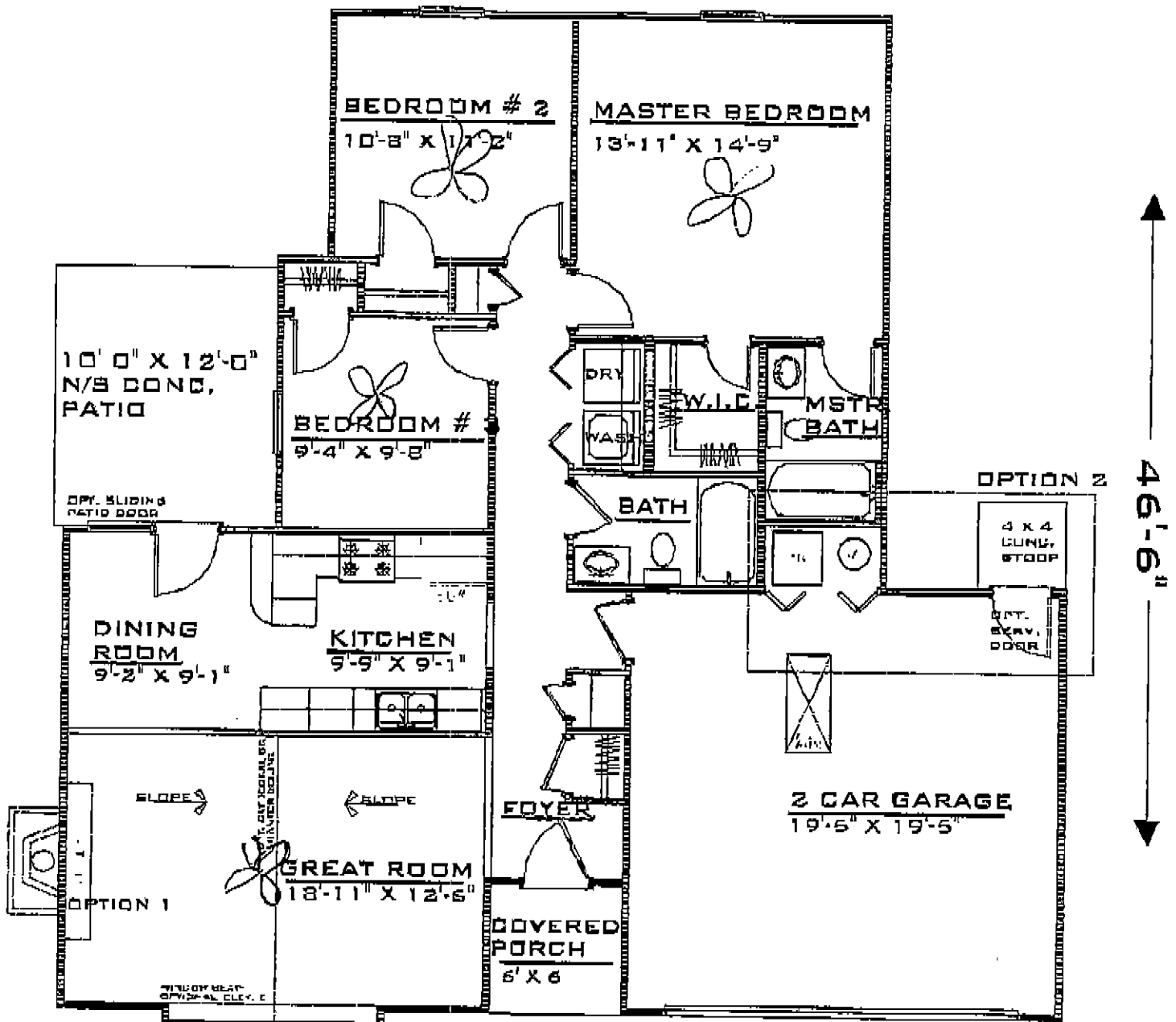
*Lisa S. Jutte*

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# CHATEAU 1200

← 45'-6" →



First Floor: 1200 SF  
Garage: 410 SF  
Actual plan may vary from flyer

Swing Left not Right as shown

## FLOOR PLAN



522 S. 13th Street P.O. Box 549 Decatur, Indiana 46733  
Phone: (260)724-9131 or (800)589-4332 Fax: (260)724-8542  
Visit our website at: [www.Ideal-builders.com](http://www.Ideal-builders.com)

Phone -   
TV -

Over 40 Years of Home Building Experience in NE Indiana



# Ideal Suburban Homes, Inc.

## Cost Report for the Emerald Pointe Project

Lot: 0017	Realtor: Patrick Orr	Base Price: \$111,088.17
Model: Chateau II 1090 B Swing: L Type: REG Status: Offer	Township: Center County: Delaware	Lot Premium: \$500.00
House SF: 1200 Garage SF: 400 Contract Date: 5/7/2007		Options: \$13,014.41
House Style: Ranch Error Count: 2 Approval Date:		Total: \$124,600.58
Buyer: Lisa Julie Buyer's Address: 0102 W. Jackson		Draws: <input checked="" type="checkbox"/>
Co-Buyer: Muncie IN		
Buyer's Home #: Buyer's Work #: Buyer's Cell #: 765 215 0385		
Co-Buyer's Home #: Co-Buyer's Work #: Co-Buyer's Cell #:		

Category	Subcategory	Product	Product Description	Room	Type	Qty	Total Price
Bath Fixtures	Fixture Kit Intersecting Product	FXK-1005	Chateau Single Lever Chrome Bath Fixtures		STD	1	\$0.00
		BAC-1000	Chateau Chrome Paper Holder		OPT	1	\$0.00
		BAC-1010	Chateau Chrome 24" Towel Bar		OPT	1	\$0.00
		MBK-1005	Mounting Brackets for Bath Accessories - Chateau Single Lever only		OPT	8	\$0.00
Bedroom 2	Ceiling Style	CS-1055	Bedroom2 Flat Ceiling		STD	44	\$0.00
Bedroom 3	Ceiling Style	CS-1062	Bedroom3 Flat Ceiling		STD	37	\$0.00
Cabinets	Cabinet Hardware	HDK-1005	Cabinet Hardware for Kitchen and Baths (laundry room hardware will be added automatically if 30" or 60" laundry cabinets are selected)		OPT	34	\$136.00
		Doors Drawers HDO-1015	Cabinet Hardware for 30" Laundry Cabinet (hardware shall match hardware selected for kitchen and bath cabinets)		OPT	2	\$8.00
Ceiling Fan	Ceiling Fan	CF-1003	Owner Supplied Ceiling Fan Finish of Fan Finish of Blades one in each BR and one in GR (centered)		OPT	4	\$280.00
Countertop	Countertop Style	CNT-1005	Kitchen Laminate Countertop w/Upgrade Edge Countertop Color Style or Bevel Color		UPG	1	\$37.43
		CNT-1055	Masterbath Laminate Countertop w/Upgrade Edge Countertop Color Style or Bevel Color		UPG	1	\$4.33
		CNT-1080	Mainbath Laminate Countertop w/Upgrade Edge Countertop Color Style or Bevel Color		UPG	1	\$4.33
Custom Product	Custom Insulation	CST-1070	Custom Insulation Product Adding additional insulation into attic area. \$150.00 Customer would like to know what total insulation is in attic with additional.		CUS	1	\$150.00

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Buyer Initials

Co-Buyer Initials

## Cost Report for the Emerald Pointe Project

<b>Lot: 0017</b>		<b>Realtor: Patrick Orr</b>		<b>Base Price:</b>	<b>\$111,086.17</b>
		<b>Township: Center</b>		<b>Lot Premium:</b>	<b>\$500.00</b>
<b>Model: Chateau II</b>	<b>1000 B Swing: L</b>	<b>Type: REG</b>	<b>Status: Offer</b>	<b>Options:</b>	<b>\$13,014.41</b>
<b>House SF: 1200</b>	<b>Garage SF: 400</b>	<b>Contract Date: 6/7/2007</b>		<b>Total:</b>	<b>\$124,600.58</b>
<b>House Style: Ranch</b>		<b>Error Count: 2</b>	<b>Approval Date:</b>		
<b>Buyer: Lisa</b>	<b>Jutta</b>	<b>Buyer's Address: 9102 W. Jackson</b>		<b>Draws: <input checked="" type="checkbox"/></b>	
<b>Co-Buyer:</b>		<b>Muncie IN</b>			
<b>Buyer's Home #:</b>		<b>Buyer's Work #:</b>	<b>Buyer's Cell #: 765 216 0385</b>		
<b>Co-Buyer's Home #:</b>		<b>Co-Buyer's Work #:</b>	<b>Co-Buyer's Cell #:</b>		

Category	Subcategory	Product	Product Description	Room	Type	Qty	Total Price
Custom Product	Custom Plumbing	CST-1010	Custom Plumbing Product Dishwasher to be supplied by owner and delivered to Job for plumber to install.		CUS	1	\$0.00
	Custom Window Pr	CST-1130	Custom Window Product Add a window to Master bedroom with a 2" faux blind 287.48 plus 75.00 for blind		CUS	1	\$352.48
Dining Room	Ceiling Style	CS-1014	DiningRoom Cathedral Ceiling		UPG	83	\$332.00
Dry Wall	Drywall Corners	DC-1001	Standard Square Drywall Corners		STD	15	\$0.00
Electric	Electrical Panel	EPA-1005	200 AMP 20/40 Space Panel		STD	1	\$0.00
	Exterior Fixtures	EF-1000	Exterior Light Package #1 - Base Color		STD	1	\$0.00
	Interior Fixtures	EO-1002	Interior Light Package #3 Color		UPG	1	\$350.00
	Phone Jack	EL-1065	Phone Jacks - 1 for Kitchen and 1 for Matr Bedroom (standard with house)		STD	2	\$0.00
	Plate Covers	EV-1000	Electric Plate Cover Color		STD	1	\$0.00
	TV Jack	EL-1055	Additional TV Jack (Location Listed Below) one in each addtl. Bedrooms. One in kitchen, one extra in MBR		OPT	4	\$100.00
			EL-1070	TV Jacks - 2 for Great Room; and 1 for Matr Bedroom (standard with house)		STD	3
Exterior Finish	Address Stone Brick	BA-1000	Address Stone		OPT	1	\$125.00
		BB-1000	Full Front Brick Color		OPT	310	\$2,790.00
	Gable Vent	XV-1001	Gable Vent Per Elevation Color		STD	5	\$0.00
	Roof	RS-1000	CertainTeed Landmark RoofShingles Color		UPG	1200	\$324.00
	Roof Vent	RV-1000	Pod Roof Vents Color		STD	1	\$0.00
	Shutters	XU-1002	Front Elevation Prefinished Shutters Color Style		STD	1	\$0.00
	Siding	XS-1001	Proside Base Vinyl Siding Color Style		STD	1200	\$0.00

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Buyer Initials

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Co-Buyer Initials

### Cost Report for the Emerald Pointe Project

Lot: 0017	Realtor: Patrick Orr	Base Price: \$111,086.17
Model: Chateau II 1090 B Swing: L Type: REG Status: Offer	Township: Center County: Delaware	Lot Premium: \$500.00
House SF: 1200 Garage SF: 400 Contract Date: 5/7/2007	Options: \$13,014.41	Total: \$124,600.58
House Style: Ranch Error Count: 2 Approval Date:	Buyer's Address: 9102 W. Jackson	Draws: <input checked="" type="checkbox"/>
Buyer: Lisa Jutte	Muncie, IN	
Co-Buyer:		
Buyer's Home #:	Buyer's Work #:	Buyer's Cell #: 765 215 0385
Co-Buyer's Home #:	Co-Buyer's Work #:	Co-Buyer's Cell #:

Category	Subcategory	Product	Product Description	Room	Type	Qty	Total Price
Exterior Finish	Soffit	XO-1000	Soffit - Gutter color selection shall match soffit color selection. <i>Color</i>		STD	1	\$0.00
Fire Place	Mantel	FT-1000	Painted Poplar Fireplace Mantel- Finish to Match Trim Package.		OPT	1	\$0.00
	Model	EFV-1000	Exterior Fireplace Option - Only available with direct vent fireplace models DR5000 and DR6000. Framing contractor to drywall and insulate exterior fire place bump out only.		OPT	1	\$450.00
		FM-1000	Lennox 3530 Direct Vent Fireplace w/Rheostat Control for Blower - Framing contractor to drywall and insulate behind exterior wall placement only.		OPT	1	\$2,000.00
	Surround	FU-1010	Mantel High Ceramic Fireplace Surround <i>Color</i>		OPT	16	\$50.08
Flatwork	Driveway	DRV-1000	Driveway width		STD	20	\$0.00
	Foundation Type	FND-1000	Slab Foundation		STD	1	\$0.00
Flooring	Base Flooring Pack	FLB-1000	Main Flooring Selection for Home - Base (Great Room, Hall, All Bedrooms, and All Walk-In Closets will be carpet unless selected below. Kitchen, Dining Room, Laundry Room, Breakfast Nook, Foyer, and All Bathrooms will be vinyl unless selected below.) <i>Carpet Color HS/Vinyl</i>		STD	1200	\$0.00
Front Door	Door Style	ES-1215	Front Door TS 660 CL <i>Color SW Color</i>		UPG	1	\$42.88
	Hardware Style	EL-1010	Front Door Exterior Handleset Dexter Barcelona. Finish to match Interior Hardware Finish. Must select Interior Hardware from the Dexter Series.		STD	1	\$0.00
Garage	Attic Access	GA-1005	22" Stairs without Attic Flooring above Garage		UPG	1	\$141.70
	Garage Door Open	GO-1000	Garage Door Opener (supplied w/2 remote controllers)		STD	1	\$0.00
	Garage Structure	GF-1000	Unfinished Std Size Garage (Includes insulation, drywall, and joints mudded and taped)		STD	400	\$0.00

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Buyer Initials

Co-Buyer Initials

### Cost Report for the Emerald Pointe Project

Lot: 0017	Realtor: Patrick Orr	Base Price: \$111,086.17
	Township: Center	County: Delaware
Model: Chateau II 1090 B Swing: L Type: REG Status: Offer		Lot Premium: \$500.00
House SF: 1200 Garage SF: 400 Contract Date: 5/7/2007		Options: \$13,014.41
House Style: Ranch Error Count: 2 Approval Date:		Total: \$124,600.58
Buyer: Lisa Jutte	Buyer's Address: 9102 W. Jackson	Draws: <input checked="" type="checkbox"/>
Co-Buyer:	Muncie, IN	
Buyer's Home #:	Buyer's Work #:	Buyer's Cell #: 765 215 0385
Co-Buyer's Home #:	Co-Buyer's Work #:	Co-Buyer's Cell #:

Category	Subcategory	Product	Product Description	Room	Type	Qty	Total Price
Garage	Overhead Door	GH-1040	16' x 7' 391 Series OH Door for 2 Car Garage (If the color of the OH Door is Desert Sand, 313 Series OH Door is used.)		UPG	1	\$240.00
		<i>Color Window</i>					
Great Room	Ceiling Style	CS-1000	GreatRoom Cathedral Ceiling		UPG	236	\$944.00
	Window Seat	WC-1000	GreatRoom Window Seat Option (Finish shall match trim)		OPT	1	\$500.00
House to Garag Door Style		EH-1033	House to Garage Door - TS 6 Panel		STD	1	\$0.00
		<i>Color SW Color</i>					
HVAC	Air Conditioning	HA-1002	Central Air Conditioning		STD	1200	\$0.00
	Furnace	HF-1002	90% Efficient Gas Furnace		STD	1	\$0.00
	System	HS-1000	Gas Forced Air Overhead (Base)		STD	1200	\$0.00
	Thermostat	HT-1000	Programmable Thermostat		STD	1	\$0.00
Insulation	Style	IS-1000	Spray Foam Insulation (Insulation shall ONLY be in the exterior walls of the living areas). Ceiling insulation shall be R-38 unless stated otherwise.		UPG	1200	\$984.00
Interior Doors	Hardware	IL-2090	Interior Door Hardware Dexter Corona Knob, Front door Handleset must be the Dexter Barcelona Handleset.		STD	11	\$0.00
		<i>Finish</i>					
	Interior Door Styles	IND-1000	Painted Hollow Core Interior Doors		STD	12	\$0.00
		<i>Style Color</i>					
Kitchen	Cabinet Accessorie	CL-1105	Kitchen 1 Lazy Susan		UPG	1	\$75.00
	Cabinets	CC-1015	Kitchen Sundale Maple Cabinets		UPG	1	\$91.57
		<i>Finish</i>					
	Ceiling Style	CS-1007	Kitchen Cathedral Ceiling		UPG	89	\$356.00
	Crown Molding on	CCM-1000	Kitchen 2 1/4 in Cabinet Crown Molding (Finish shall match kitchen cabinet finish.)		OPT	32	\$272.00
	Garbage Disposal	PA-1001	1/3 HP Garbage Disposal		STD	1	\$0.00
	Kitchen Faucet	PF-1017	Camerist Chrome Single Lever		UPG	1	\$22.90
	Outlet above Cabin	OUT-1000	Outlets (2) above Kitchen Cabinets on Switch.		OPT	1	\$90.00
	Range exhaust	AH-1000	Range Hood (Base)		STD	1	\$0.00
		<i>Color</i>					

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Buyer Initials

Co-Buyer Initials

## Cost Report for the Emerald Pointe Project

Lot: 0017		Realtor: Patrick Orr		Base Price:	\$111,086.17
		Township: Center		Lot Premium:	\$500.00
Model: Chateau II	1090	B Swing: L	Type: REG	Status: Offer	Options:
House SF: 1200	Garage SF: 400	Contract Date: 5/7/2007		Total:	\$124,600.58
House Style: Ranch	Error Count: 2	Approval Date:			
Buyer: Lisa Jutte	Buyer's Address: 8102 W. Jackson		Draws: <input checked="" type="checkbox"/>		
Co-Buyer:	Muncie, IN				
Buyer's Home #:	Buyer's Work #:	Buyer's Cell #:		765 215 0385	
Co-Buyer's Home #:	Co-Buyer's Work #:	Co-Buyer's Cell #:			

Category	Subcategory	Product	Product Description	Room	Type	Qty	Total Price
Kitchen	Range exhaust	AM-1010	Kitchen Exhaust Vent to Outside- (best effort shall be made to run exhaust vent in the wall cavity, however, wall and truss design may require a vent chase to be installed above the cabinets)		OPT	1	\$75.00
	Sink Style	PK-1015 <i>Color</i>	8" Deep Stainless Steel Kitchen Sink		UPG	1	\$63.44
Landscape	Package	LP-1002	Standard Landscape Package includes rough and final grading, seeding, 3 CY mulch bed(s), 10 shrubs (or hosts substitutes), 2 - 1 3/4" dia. trees, 2 - 50' hoses, and 2 sprinklers.		STD	1	\$0.00
Laundry Room	Ceiling Style	CS-1034	Laundry Flat Ceiling		STD	20	\$0.00
	Intersecting Product	CC-1202	Laundry 30 In Mountain Mist Laminate Cabinets		OPT	1	\$104.40
Main Bathroom	Bathtub or Shower	BSH-1035 <i>Color</i>	Mainbath 5' Tub-Shower 1 Piece Unit (Base)		STD	1	\$0.00
	Cabinets	CC-1102 <i>Finish</i>	Mainbath Mountain Mist Laminate Cabinets		UPG	1	\$25.80
	Mirror or Medicine	MIR-1030	Mainbath 30" Mirror with Pencil Edge		STD	1	\$0.00
	Toilet Style	PS-1010 <i>Color</i>	Standard Round Toilet		STD	1	\$0.00
Master Bathroo	Bathtub or Shower	BSH-1000 <i>Color</i>	Masterbath 5' Tub-Shower 1 Piece Unit (Base)		STD	1	\$0.00
	Cabinets	CC-1345 <i>Finish</i>	Masterbath Mountain Mist Laminate Cabinets		UPG	1	\$25.80
	Ceiling Style	CS-1048	Masterbath Flat Ceiling		STD	65	\$0.00
	Mirror or Medicine	MDC-1030	Masterbath 30" Med Cabinet in Lieu of Mirror (Finish shall match vanity base. Only available with interior light package 3 & 4.)		UPG	1	\$230.62
	Toilet Style	PS-1002 <i>Color</i>	Masterbath Standard Round Toilet		STD	1	\$0.00
Master Bedroo	Ceiling Style	CS-1041	MasterBR Flat Ceiling		STD	57	\$0.00
	Window Seat	WC-1010	MasterBR Window Seat Option (Finish shall match trim)		OPT	1	\$500.00
Misc Fees, Cre	House Style	AAA-1005	Ranch		STD	1	\$0.00
	Number of Full Bat	NUM-1000	Number of Full Baths in Home		STD	2	\$0.00
	Square Footage	AAA-1000	Total Square Footage of House		STD	1200	\$0.00
	Subdivision Fee	SUB-1240	Emerald Pointe Project		OPT	1	\$1,200.00

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Buyer Initials

Co-Buyer Initials

## Cost Report for the Emerald Pointe Project

Lot: 0017		Realtor: Patrick Orr		Base Price:	\$111,088.17
		Township: Center		Lot Premium:	\$500.00
Model: Chateau II	1090 B	Swing: L	Type: REG	Status: Offer	Options:
House SF: 1200	Garage SF: 400	Contract Date: 5/7/2007		Total:	\$124,600.58
House Style: Ranch	Error Count: 2	Approval Date:			
Buyer: Lisa	Jutte	Buyer's Address: 9102 W. Jackson		Draws:	<input checked="" type="checkbox"/>
Co-Buyer:		Muncie, IN			
Buyer's Home #:		Buyer's Work #:		Buyer's Cell #:	765 215 0365
Co-Buyer's Home #:		Co-Buyer's Work #:		Co-Buyer's Cell #:	

Category	Subcategory	Product	Product Description	Room	Type	Qty	Total Price
Patio	Patio Structure	FP-1020	14x12 Non-Structural Patio		UPG	1	\$170.00
PCM Only	Product Discount	PRD-1000	Production Discount Discount void if custom changes are requested prior to PCM.		OPT	1200	(\$2,400.00)
Plumbing	Water Heater	PW-1000	40 Gallon Gas Water Heater		STD	1	\$0.00
Rear Patio Door	Door Style	EP-1008	PatioDoor 6' Andersen 200 Series Glider (Interior color to match trim package). <i>Color/Exterior SW Color</i>		OPT	1	\$877.00
Trim	Trim Style	TB-1000	Standard Painted Pine Base and Ceiling <i>Color/Stein</i>		STD	1200	\$0.00
Windows	Upgrade Double H	WS-1003	Andersen 200 Series Double Hung Windows w/Clear Glass - screens and window hardware (which are included) will match trim. <i>Color/Interior Color/Exterior</i>		UPG	1	\$468.75
	Window Blinds	WBL-1005	2" Faux Wood Blinds for Entire House (if sunroom is selected additional fee will apply) <i>Color</i>		OPT	6	\$450.00
<b>Options Grand Total</b>							<b>\$13,014.41</b>

\*Custom Products with an asterisk (\*) indicate that the prices are estimates only. Final pricing will be determined and shall not exceed 30% of the estimate. If estimates are too high appropriate reductions shall also apply.\*

Purchaser Signature	Date	Co-Purchaser Signature	Date
	5-11-07		
Builder Signature	Date	Sales Agent Signature	Date
Builder Rep Signature	Date		

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Buyer Initials

Co-Buyer Initials

Phone: (219)724-9131  
or (800)389-4332  
Fax: (219)724-8542

Ideal Suburban Homes, Inc.  
522 S. 13<sup>th</sup> Street P.O. Box 549  
Decatur, Indiana 46733-0549



## LOT HOLD AGREEMENT

This is an agreement between Ideal Suburban Homes and Lisa Jutte  
beginning on 4/21/2007, Ideal Suburban Homes agrees to hold the following lot known as  
Lot #20 - #17234 until 6/21/2007 (hold period shall not exceed 60 days.)  
A deposit of \$500.00 will be held until a purchase agreement is executed or the hold on the  
lot is released by the buyer or this agreement expires.

NOTES:

<u>Lisa S. Jutte</u> Purchaser:	<u>4/21/07</u> Date	_____	_____
_____	_____	Purchaser:	_____
_____	_____	_____	Date
<u>[Signature]</u> Agent: <u>Ralph Robertson</u>	<u>4/21/2</u> <u>007</u> Date	_____	_____
Agency: <u>Coldwell Banker Lunsford</u>	_____	<u>Ideal Suburban Homes, Inc.</u> By: _____	_____
_____	_____	_____	Date



# HomeProtector Insurance ULTRACOVER

ERIE INSURANCE EXCHANGE  
P.O. Box 1699 Erie, PA 16530

<b>Agent's Name and Number</b> MARTIN INSURANCE AGENCY FF1445	<b>Policy Period</b> From: 05/10/2007 To: 05/10/2008	<b>Policy Number</b> Q98-4308555
---	---	-------------------------------------

Policy Period begins and ends at 12:01 AM standard time at the location of the insured property. Until terminated, this policy will continue in force for successive policy periods by payment of the required premium.

<b>Name Insured and Address</b> LISA JUTTE SHEFFIELD RD LOT 17 MUNCIE IN 047304
---

Location of dwelling if other than stated above or if specific designation is needed.

Township/County/Independent City: CENTER TOWNSHIP, DELAW COUNTY

We provide insurance only for those coverages which show a specific amount of insurance below.

### Section I Property Protection

<b>Coverage:</b>	<b>Dwelling</b>	<b>Other Structures</b>	<b>Personal Property</b>	<b>Loss Of Use</b>
<b>Amount of Insurance:</b>	\$127,000	\$25,400	\$95,250	***

\*\*\* Loss sustained not to exceed 12 consecutive months. Deductible that applies to Section I: \$500

### Section II Home And Family Liability

<b>Personal Liability</b> \$300,000 <b>Each Occurrence</b>	<b>Medical Payments To Others</b> \$5,000 <b>Each Person</b>
--	--

Primary Dwlg Premium: \$343.00

<b>Total Annual Premium</b>	<b>Less Payment</b>	<b>Balance</b>
\$343.00	\$0.00	\$343.00

Authorized Agent:

*Rachel Cunningham*

(Not valid unless signed by an authorized agent of the ERIE.)



LUNSFORD

**RALPH ROBERTSON**  
REALTOR\*

(765) 289-2228 OFFICE  
(765) 741-5829 FAX  
(765) 730-4553 CELL  
robertson@cblunsford.com

3601 West Bethel  
Muncie, IN 47304

3601 WEST BETHEL  
MUNCIE, IN 47304  
BUS. (765) 289-2228  
TOLL FREE 1-888-604-2228  
FAX (765) 741-5829  
WEBSITE [www.cblunsford.com](http://www.cblunsford.com)

Each Office is Independently Owned And Operated.

### CONFIDENTIAL

### FAX TRANSMITTAL

To: Patricia Fax # \_\_\_\_\_

From: RW Pages \_\_\_\_\_ (includes cover page)

Date: 5/11/07

Re: \_\_\_\_\_

*Julie*  
*Pre approval*



**CAPITAL TRUST MORTGAGE INC.**

**3411 W FOX RIDGE LN  
MUNCIE, IN 47304**

**Phone: (765) 747-7000 Fax: (765) 747-1000**

**PREQUALIFICATION LETTER**

**To: LISA S JUTTE**

**Address: 9102 W JACKSON STREET  
MUNCIE, IN 47304**

**Date: 5/10/2007**

**Sales Price: \$126,488.10**

**Loan Amount: \$101,150.00**

**Loan Type: Conventional**

**Loan Program: Fixed Rate**

**Interest Rate: 6.375%**

Based upon the information received at application and the credit information received, the above applicant(s) prequalify for a loan at the above stated terms.

This prequalification is based on the above interest rate and does not constitute loan approval or commitment to rate, fees or terms. Any misrepresentation in the loan application or adverse change in your financial position may void this prequalification, as would a poor credit history by accepted standards.

This prequalification does not intend or purport to confer any rights or privileges upon any third parties including, but not limited to, sellers of real property, real estate brokers, or their agents.

This loan is subject to Final Underwriting Approval.

Sincerely,

**BRADLEY K. WILSON  
(765) 747-7000**