

# SHOWING INFORMATION

ADDRESS: 12211 Eaton Albany Pk. MLS# \_\_\_\_\_  
Dunkirk IN. 47336

Showing Instructions: 24 hr. notice? Yes / No Tenants? Yes / No  
 Pets? Yes / No Vacant? Yes / No Keybox on property? Yes / No  
 Location of keybox Front Door Key in office? Yes / No

Showing Contact (tenant, seller, POA, etc.) 284-4671 / 789-6034

Contact Number (home, work, cell, other) \_\_\_\_\_  
 Seller: Maggie & Jim Pitser / Jim Sue Powers

Address (if different than listing): \_\_\_\_\_  
 (home, work, cell, other) \_\_\_\_\_

\*E-Mail PitserFarms@SBCglobal.net

\*E-Mail \_\_\_\_\_

Special Showing Instructions: OK to show call for Appt

## AD COPY REQUEST

left  
Play ~~area~~ w/ STAIRS  
w/ 2 STALLS

Ad\*Copy for Newspaper Ad (bullets)

- \* 3.3 Acres
- \* 60x30 Pole BARN
- \* Roof New 2005
- \* HARDWOOD FLOORS
- \* New Thermopane
- \* Love the Country Setting!!
- \* QUIET

## Ad Copy for Homes & Lifestyles

Flag across photo?: Acres - Better Schools

Ad Copy:  
Power in Pole Building - Fenced pasture - 3 sides  
water @ Pole Building  
owner -  
3BR 2 Bath Home -  
Wildlife - Deer, Family Room, Sunroom,  
Must See!!!

close to ~~Albany~~, But included in the country  
yet close to town!



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

1 Date: 5/20/07  
 2  
 3 In consideration of services to be performed by ERA Eagle Real Estate Inc.  
 4 (Broker/Company, hereinafter referred to as "Broker") for Betty J. Powers ("Seller"),  
 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 1221 E. Alton Albion Rd in Deer Creek Township,  
 8 Delaware County, Dunkirk, Indiana 47336  
 9 (zip code) legally described as: \_\_\_\_\_  
 10 \_\_\_\_\_ (the "Property").  
 11

12 This contract begins on 5/20/07, and expires at midnight 11/20/07  
 13 subject to the following terms and conditions:  
 14

15 List Price: \$ 134,900 Possession: 30 DAC  
 16 Seller represents that Seller is not delinquent on any loans which could constitute a lien on the Property and the total loans affecting the  
 17 Property do not exceed the list price and costs of sale. Also, Seller has the capacity to convey the Property by a general Warranty Deed or by  
 18 \_\_\_\_\_  
 19

20 Terms of Sale: The Property may be sold for cash or any of the following methods indicated below:  
 21 \_\_\_\_\_ Conventional Mortgage \_\_\_\_\_ Conditional Sales Contract  
 22 \_\_\_\_\_ Insured Conventional Mortgage \_\_\_\_\_ FHA  
 23 \_\_\_\_\_ Assumption of Existing Mortgage Balance \_\_\_\_\_ VA  
 24 \_\_\_\_\_ Other \_\_\_\_\_  
 25

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 Worn P Stove  
 29 Items of Personal Property included in the sale: None  
 30 \_\_\_\_\_  
 31 \_\_\_\_\_  
 32

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

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

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

56 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  
 57 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  
 58 lease.  
 59

(Property Address)

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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 % 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: has to be 6.5% IF sales price exceeds  
74 \$110,000  
75

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

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

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

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

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

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

114 (H) **AGENCY DISCLOSURES.**

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

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

129  
130 **3. Limited Agency Authorization.** Licensee or the principal or managing broker may represent Buyer as a buyer agent.  
131 If such a Buyer wishes to see the Property, Licensee has agency duties to both Seller and Buyer, and those duties  
132 may be different or even adverse. Seller knowingly consents to Licensee acting as a limited agent for such showings.

133  
134 If limited agency arises, Licensee shall not disclose the following without the informed consent, in writing, of both  
135 Seller and Buyer:

- 136  
137 (a) Any material or confidential information, except adverse material facts or risks actually known by Licensee  
138 concerning the physical condition of the Property and facts required by statute, rule, or regulation to be  
139 disclosed and that could not be discovered by a reasonable and timely inspection of the Property by the parties.  
140 (b) That a Buyer will pay more than the offered purchase price for the Property.  
141 (c) That Seller will accept less than the listed price for the Property.  
142 (d) Other terms that would create a contractual advantage for one party over another party.  
143 (e) What motivates a party to buy or sell the Property.  
144

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

147  
148 Seller acknowledges that Limited Agency Authorization has been read and understood. Seller understands that Seller does not  
149 have to consent to Licensee(s) acting as limited agent(s), but gives informed consent voluntarily to limited agency and waives  
150 any claims, damages, losses, expenses, including attorneys' fees and costs, against Licensee(s) arising from Licensee(s)' role  
151 of limited agent(s).  
152

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

- 158 1. Seller authorizes Broker and cooperating brokers, buyer brokers, Broker's personal assistants, contractors, inspectors,  
159 appraisers and others reasonably necessary to market the Property to enter the Property. Seller acknowledges that a buyer may  
160 enter the Property with contractors, inspectors or appraisers without being accompanied by Broker. Buyer or Buyer's broker may  
161 take videos, photos and electronic images of the Property.  
162 2. Seller will provide Broker with key(s) necessary to access the Property.  
163 3. Seller authorizes Broker to have duplicate keys made.  
164 4. Seller agrees not to rent or lease the Property during the term of this Listing Contract without written notification to  
165 Broker.  
166 5. Seller agrees that Broker may work with buyer brokers to assist in performing Broker's duties according to the  
167 terms of this Listing Contract.  
168 6. Seller grants to Broker an exclusive, non-revocable, copyright license to disseminate, publish, modify and reproduce all of the  
169 content of this Listing Contract, including but not limited to, price and terms of financing on a closed sale, photographs, drawings,  
170 written descriptions, narratives, and motion pictures obtained or produced by Broker and Broker's agents pursuant to this Listing  
171 Contract to members of the Indiana Association of REALTORS®, Inc., to other brokers upon request and to a MLS, Internet or  
172 any advertising media. Seller agrees that Broker shall own all rights, title and interest, including but not limited to, any copyright in  
173 Property images taken by Broker's photographers or agents.  
174 7. Seller authorizes its utility companies to divulge all utility information to Broker and to provide copies of utility  
175 statements, if requested. Seller's utility companies are as follows: \_\_\_\_\_  
176  
177 8. Seller authorizes its lending institution to divulge all mortgage information to Broker and to provide copies of the  
178 note and mortgage, if requested. Seller's lending institution is \_\_\_\_\_  
179 \_\_\_\_\_ and the mortgage loan number is \_\_\_\_\_  
180 9. Seller  does  does not authorize Broker to disclose the existence of multiple offers to Buyer. If Seller has authorized  
181 disclosure of the existence of offers on the Property, Broker shall also disclose whether offers were obtained by the listing  
182 licensee, another licensee in the listing firm or by a cooperating broker. (NOTE: Disclosure of individual and company names is  
183 not necessary.)  
184

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

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

- 191 1. Seller will safeguard valuables. Seller accepts responsibility for preparing the Property to minimize the likelihood of injury, damage  
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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.25-34.1-10-6.8.
11. Seller discloses to Listing Broker that Seller is licensed and holds License # \_\_\_\_\_.

(M) FURTHER CONDITIONS.

*IF Maggie, Jim or Betty are unhappy with services, or decide not to sell, Patrick agrees to release agreement.*

*[Signature]* 1859000380 X Betty J. Powers 5/20/07  
 SALES PERSON/AGENT IN LICENSE # SELLER'S SIGNATURE DATE

FRA Eagle Real Estate Inc. Margaret Pitzer POA  
 BROKER OR COMPANY NAME IN LICENSE # PRINTED

*[Signature]* X 5/20/07  
 ACCEPTED BY PRINCIPAL/MANAGING BROKER SELLER'S SIGNATURE DATE

PRINTED



Approved by and restricted to use by members of the Indiana Association of REALTORS®. Inc. This is a legally binding contract. If not understood seek legal advice. Form #01. Copyright IAR 2006





\* County Delaware \*Area: Niles \*Quadrant: NE NW SE SW \*Asking Price\$: 134,900  
 \*Address: 12211 Eaton Albany Pike Address2: \_\_\_\_\_  
 \*City: Amirkirk State: IN ZIP+4: 47336 Virtual Tour Link: \_\_\_\_\_

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

|  |  |  |  |  |   |  |  |
|--|--|--|--|--|---|--|--|
| *Rooms<br><input type="checkbox"/> 1<br><input type="checkbox"/> 2<br><input type="checkbox"/> 3<br><input type="checkbox"/> 4<br><input type="checkbox"/> 5<br><input type="checkbox"/> 6<br><input checked="" type="checkbox"/> 7<br><input type="checkbox"/> 8<br><input type="checkbox"/> 9<br><input type="checkbox"/> 10 | *Bedrooms<br><input type="checkbox"/> 1<br><input type="checkbox"/> 2<br><input checked="" type="checkbox"/> 3<br><input type="checkbox"/> 4<br><input type="checkbox"/> 5<br><input type="checkbox"/> 6 | *Full Baths<br><input type="checkbox"/> 1<br><input checked="" type="checkbox"/> 2<br><input type="checkbox"/> 3<br><input type="checkbox"/> 4 | *Half Baths<br><input checked="" type="checkbox"/> 0<br><input type="checkbox"/> 1<br><input type="checkbox"/> 2<br><input type="checkbox"/> 3 | *Main Garage Type<br><input checked="" type="checkbox"/> 1 Car Attached<br><input type="checkbox"/> 1 Car Detached<br><input type="checkbox"/> <del>1.5 Car Attached</del><br><input type="checkbox"/> <del>1.5 Car Detached</del><br><input type="checkbox"/> 2 Car Attached<br><input type="checkbox"/> 2 Car Detached<br><input type="checkbox"/> 2.5 Car Attached<br><input type="checkbox"/> 2.5 Car Detached<br><input type="checkbox"/> 3 Car Attached<br><input type="checkbox"/> 3 Car Detached<br><input type="checkbox"/> 4 Car Attached<br><input type="checkbox"/> 4 Car Detached<br><input type="checkbox"/> Carport<br><input type="checkbox"/> None<br><input type="checkbox"/> Other- See Remarks | *Style Type:<br><input checked="" type="checkbox"/> 1 Story<br><input type="checkbox"/> 1.5 Story<br><input type="checkbox"/> 2 Stories<br><input type="checkbox"/> 2.5 Stories<br><input type="checkbox"/> 3 Stories<br><input type="checkbox"/> Bi-Level<br><input type="checkbox"/> Condo/Villa<br><input type="checkbox"/> Duplex<br><input checked="" type="checkbox"/> Ranch<br><input type="checkbox"/> Tri-Level<br><input type="checkbox"/> Manufactured<br><input type="checkbox"/> Other-See Remarks | *Foundation Type<br><input checked="" type="checkbox"/> Crawl Space<br><input type="checkbox"/> Slab<br><input type="checkbox"/> Basement<br><input type="checkbox"/> Walkout Basement<br><input type="checkbox"/> Basement/Crawl<br><input type="checkbox"/> None<br><input type="checkbox"/> Other-See Remarks | *Main Outbuilding Type<br><input type="checkbox"/> Barn<br><input type="checkbox"/> Horse Barn<br><input checked="" type="checkbox"/> Pole Barn 1<br><input type="checkbox"/> Pole Barn 2<br><input type="checkbox"/> Storage Shed<br><input type="checkbox"/> Utility Building<br><input type="checkbox"/> None<br><input type="checkbox"/> Other-See Remarks |
|--|--|--|--|--|---|--|--|

\*Agent: Patrick Orr Co-Agent: \_\_\_\_\_ Commission: \*SO 3.25  
 \*Variable: Yes No \*Photo/Video: Yes No \*List Date: 5/20/07 \*Expire Date: 11/20/07  
 Linked MLS Number: \_\_\_\_\_ \*Entry: Both Combination KeyBox None Location of Keybox: FRONTDOOR  
 \*Township: Niles \*Subdivision: NONE Zoning: \_\_\_\_\_  
 \*Legal: PT W HLF NE QTR SEC 35 TWP 22 R 11 E 35 N 24 \*Irregular: Yes No \*Lot Frontage: No \*Lot Depth: N/A  
 \*± # Acres: 3.33 Price per Acre: \_\_\_\_\_ \*YR Built: 1960 \*±Total SQFT: 1799-375 Main Level SQFT: \_\_\_\_\_  
 UpperLevel-1SQFT: \_\_\_\_\_ UpperLevel-2SQFT: \_\_\_\_\_ LowerLevelSQFT: \_\_\_\_\_ \*Source: Appr Builder Other Realtor Tax Records  
 \*±Bsmt SQFT: 0 Walkout: Yes No ±Bsmt Finished SQFT: \_\_\_\_\_ ±Bsmt Unfinished SQFT: \_\_\_\_\_  
 \*Elementary: Albany \*Middle: Delta \*High School: De/14

| Rooms       | Approx Size | Level | Comments           | Rooms         | Approx Size | Level | Comments                 |
|-------------|-------------|-------|--------------------|---------------|-------------|-------|--------------------------|
| Living Room | 172 X 143   | 1     |                    | Bedroom 5     |             |       |                          |
| Great Room  |             |       |                    | Bath 1        |             | 1     | 4 DR / <del>TOILET</del> |
| Family Room | 211 X 112   | 1     |                    | Bath 2        |             | 1     | 4 DR / MASTER            |
| Kitchen     | 155 X 98    | 1     | Bar End            | Utility Room  | 185 X 72    | 1     |                          |
| Dining Room |             |       |                    | Other Room 1  |             |       |                          |
| Den/Study   |             |       |                    | Other Room 2  |             |       |                          |
| Bedroom 1   | 143 X 102   | 1     | V1 - 4 PCS W/ BATH | Other Room 3  |             |       |                          |
| Bedroom 2   | 123 X 102   | 1     |                    | Outbuilding 1 |             |       |                          |
| Bedroom 3   | 135 X 91    | 1     |                    | Outbuilding 2 |             |       |                          |
| Bedroom 4   |             |       |                    | Outbuilding 3 |             |       |                          |

Reserved: \_\_\_\_\_ Showing Instructions: CALL FRANK TO SERVE SHOWINGS

\*Tax ID#: 043520000000 Land Value: 17,200 \*Improve. Value: 67,400 \*Est. Ann Tax\$: 511.06

Ditch Fee \_\_\_\_\_ Other Expense \$: \_\_\_\_\_ Other Expense per: Quarter Monthly Yearly  
 Annual Blue River Conservancy Fee: \_\_\_\_\_ Avg. Utilities per Month: Gas: \_\_\_\_\_ Electric: \_\_\_\_\_ Water: \_\_\_\_\_ Sewage: \_\_\_\_\_  
 Gas Available: Yes No Assoc. Dues \$: \_\_\_\_\_ Assoc. Dues per: Quarter Monthly Yearly  
 \* Assumption: Yes No \* Seller Assisted: Yes No \* Auction: Yes No Auction Date: \_\_\_/\_\_\_/\_\_\_

Circle All that apply.

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

MLS #

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

\*Directions: \_\_\_\_\_

\*Remarks (1000): Beautiful property!! Albany Elementary - Delta  
HS  
McCoy's -

Addendum (1000): \_\_\_\_\_

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

1 PROPERTY ADDRESS: 12211 Eaton Albany Pike, Dunkirk IN 47336

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 (i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): \_\_\_\_\_  
16  
17  
18

19 (ii) BP 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) BP 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.) PIAO 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

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 by facsimile machine. The parties intend that faxed  
52 signatures constitute original signatures and are binding on the parties. The original document shall be promptly  
53 delivered, if requested.  
54

55 BUYER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

56 PRINTED \_\_\_\_\_

57 BUYER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

58 PRINTED \_\_\_\_\_

59 SELLING BROKER \_\_\_\_\_ DATE \_\_\_\_\_

55 SELLER'S SIGNATURE Betty J. Powers DATE 5/20/07

56 PRINTED Margaret Peterson POA

57 SELLER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

58 PRINTED \_\_\_\_\_

59 SELLING BROKER \_\_\_\_\_ DATE 5/20/07



**SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE**  
 State Form 46234 (R3 / 11-02)

Date (month, day, year)  
 5/20/07

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)  
 12211 Eaton Albany, Dunkirk IN 47336

1 The following are in the conditions indicated

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

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

| C. WATER & SEWER SYSTEM          | None/Not Included | Defective | Not Defective | Do Not Know |
|----------------------------------|-------------------|-----------|---------------|-------------|
| Cistern                          | X                 |           |               |             |
| Septic Field / Bed               |                   |           | X             |             |
| Hot Tub                          | X                 |           |               |             |
| Plumbing                         |                   |           | X             |             |
| Aerator System                   | X                 |           |               |             |
| Sump Pump                        |                   |           | X             |             |
| Irrigation Systems               | X                 |           |               |             |
| Water Heater / Electric (Rental) |                   |           | X             |             |
| Water Heater / Gas               |                   |           | X             |             |
| Water Heater / Solar             | X                 |           |               |             |
| Water Purifier                   | X                 |           |               |             |
| Water Softener owned             |                   |           | X             |             |
| Well                             |                   |           | X             |             |
| Other Sewer System (Explain)     | X                 |           |               |             |

  

|  | Yes | No | Do Not Know |
|--|-----|----|-------------|
| Are the improvements connected to a public water system?                             |     | X  |             |
| Are the improvements connected to a public sewer system?                             |     | X  |             |
| 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  |             |
| Are the improvements connected to a private/community sewer system?                  |     | X  |             |

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

At barn  
 OUTSIDE Hydrants: possible under-ground leak & barn hydrants function fine & pressure is good! If we leave circulation pump kicks on every 20 mins.

Margaret Peter 5-20-07

| 2. ROOF                                   | YES | NO | DO NOT KNOW |
|---|-----|----|-------------|
| Age, if known: <u>2</u> Years.            |     |    |             |
| Does the roof leak?                       |     | X  |             |
| Is there present damage to the roof?      |     | X  |             |
| Is there more than one roof on the house? |     |    |             |
| If so, how many layers?                   |     | X  |             |

| 3. HAZARDOUS CONDITIONS  | YES | NO | DO NOT KNOW |
|--|-----|----|-------------|
| 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?<br>Explain: |     | X  |             |

Have you done any repair work to the Septic System? YES (NO) If yes, please describe work completed and when.

Do you know if you are hooked to a leach field?

Do you know the age of the furnace?  
Don't know

| 4. OTHER DISCLOSURES  | YES | NO | DO NOT KNOW |
|---|-----|----|-------------|
| Do improvements have aluminum wiring?   |     | X  |             |
| Are there any foundation problems with the improvements?  |     | X  |             |
| Are there any encroachments?  |     | X  |             |
| Are there any violations of zoning, building codes or restrictive covenants?                              |     | X  |             |
| Is the present use a non-conforming use? Explain:   |     |    |             |
| Have you received any notices by any governmental or quasi-governmental agencies affecting this property? |     | X  |             |
| Are there any structural problems with the buildings?   |     | 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  |             |
| 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.)

\* Sump pump in crawl space runs after heavy rain. County tile over flows in heavy rains go across front of house and drains in 24 hrs.

Margaret Piter has not lived in this home since 1968

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<br><u>Betty J. Powers</u>    | Date<br><u>5/20/07</u> | Signature of Buyer | Date |
| Signature of Seller<br><u>Margaret Piter POA</u> | Date                   | Signature of Buyer | Date |

The seller hereby certifies that 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 |
|---------------------|------|---------------------|------|



# Seller Estimated Proceeds



Prepared For Betty J. Powers

Property Address 12211 Eaton-Albany Pike

Date 5/20/07 Prepared By: Patrick

Suggested List Price Range 125,900 --- 134,900

| <u>125,000</u>               | SALES PRICE  | <u>131,000</u>       | <u>133,000</u>       |
|------------------------------|--|----------------------|----------------------|
| <b>LESS SELLER EXPENSES:</b> |  |                      |                      |
| <u>MAY 08</u>                | TAXES PAYABLE: NOV. 04 MAY 05                          | <u>MAY 08</u>        | <u>MAY 08</u>        |
| <u>8125</u>                  | \$2000 <del>6.5%</del> <del>8%</del> <del>9%</del> FEE | <u>8515</u>          | <u>8645</u>          |
| <u>475</u>                   | ALTA 92-98 TITLE POLICY                                | <u>475</u>           | <u>475</u>           |
| <u>100</u>                   | HOME WARRANTY \$409.00                                 | <u>100</u>           | <u>100</u>           |
| <u>800</u>                   | DEED/DISC. PREPARATION                                 | <u>800</u>           | <u>800</u>           |
|                              | BOUNDARY SURVEY <i>est.</i>                            |                      |                      |
|                              | 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                                      |                      |                      |
|                              | UNPAID LIENS   |                      |                      |
| <u>9500</u>                  | <b>TOTAL EXPENSES</b>                                  | <u>9890</u>          | <u>10020</u>         |
| <u>115,500</u>               | <b>NET BALANCE DUE SELLER</b>                          | <u>121,110</u>       | <u>122,980</u>       |
|                              | <b>LESS MORTGAGE PAYOFF</b>                            |                      |                      |
| <input type="text"/>         | <b>Estimated Equity</b>                                | <input type="text"/> | <input type="text"/> |

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] 5/20/07 x Margaret Pitman 5-20-07  
 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 govt. 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!!



Administered by

**STEP ONE – Choose the AHS Home Warranty Plan**

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

- Buyer Coverage .....\$435
- Buyer & Seller Coverage .....\$495
- Condominium/Townhome Buyer Coverage .....\$395
- Condominium/Townhome Buyer & Seller Coverage .....\$455
- New Construction Coverage\* .....\$615

**\$55 Trade service call fee per repair visit or actual cost of service, whichever is less.** Additional charges may apply to certain repairs and replacements.

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

**STEP TWO – Select your optional coverage****Optional Coverage Available to Home Buyer and Seller**

- Washer/Dryer .....\$80
- Well Pump .....\$85
- Swimming Pool or Built-in Spa Equipment .....\$160
- Swimming Pool w/ Built-in Spa Equipment .....\$160
- Additional Swimming Pool or Built-in Spa Equipment .....\$160

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

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

I desire:

- The AHS Select Home Warranty Plan<sup>®</sup> (selected above) \$
- Optional Coverage Total (selected above) \$
- Sales tax will be added for residents of Nebraska, New Jersey, South Dakota, and West Virginia Tax  
\$ +
- Contract Total  
\$

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please read contract for specific coverages, exclusions and limitations.

**STEP FOUR – Tell us about yourself**

PROPERTY ADDRESS TO BE COVERED: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

Please check appropriate box for initiating agent.

 **SELLER INFORMATION**

SELLER NAME: \_\_\_\_\_

PHONE NUMBER: ( ) \_\_\_\_\_ E-MAIL: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

REAL ESTATE COMPANY: \_\_\_\_\_

AGENT NAME: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

PHONE NUMBER: ( ) \_\_\_\_\_ LISTING EXP. DATE: \_\_\_\_\_

 **BUYER INFORMATION**

BUYER NAME: \_\_\_\_\_

PHONE NUMBER: ( ) \_\_\_\_\_ E-MAIL: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

REAL ESTATE COMPANY: \_\_\_\_\_

AGENT NAME: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

PHONE NUMBER: ( ) \_\_\_\_\_

**CLOSING COMPANY INFORMATION**CLOSING COMPANY NAME: *Kathy J. Powers*PHONE NUMBER: ( ) \_\_\_\_\_ FAX: *Margaret P. POA*

ESTIMATED CLOSING DATE: \_\_\_\_\_ CLOSING NO.: \_\_\_\_\_

CLOSING REP NAME: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

**AMERICAN HOME SHIELD**

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

**TO REQUEST SERVICE – Visit [www.AHSservice.com](http://www.AHSservice.com) or call 1-866-777-9383**When a covered item breaks down due to normal wear and tear, contact American Home Shield. AHS will contact an authorized service contractor who will call you to schedule a convenient time to diagnose the problem. **Please do not call a contractor yourself. AHS will not reimburse for work performed without its prior approval.****4 EASY WAYS TO ORDER YOUR AHS HOME WARRANTY PLAN** **Online:** [www.AHSsales.com](http://www.AHSsales.com) **Phone:** 1-866-859-3401  
**Fax:** 1-800-FAX-AHS9 (1-800-329-2478) **Mail w/ payment:** AHS, P.O. Box 2803, Memphis, TN 38101-2803  
**Mail w/o payment:** AHS, P.O. Box 849, Carroll, IA 51401-9901

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

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

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

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

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

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

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

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

12211 NE ALBANY PK, DANFORTH, IN.  
Property Address                      City    St.    Zip

Betty Powers                      5/20/07  
Seller's Signature                      Date                      Seller's Signature                      Date

Margaret Pitzer POA  
Printed Name                      Printed Name