

Listing Broker (Co.) Century 21 Real Estate Group Muncie ( ) By Lisa Haney ( )  
office code individual code  
Selling Broker (Co.) ERA Eagle Real Estate, Inc. ( ) By The ORR Home Selling Team ( )  
office code individual code

## PURCHASE AGREEMENT (IMPROVED PROPERTY)

1 Date: May 23, 2007

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3 1. **BUYER:** Ramon Nabarro ("Buyer")  
4 agrees to buy the following property from the owner ("Seller") for the consideration and subject to the following  
5 terms, provisions, and conditions:

6  
7 2. **PROPERTY:** The property ("Property") is known as 411 W. Cromer  
8 in Center Township, Delaware County, Muncie,  
9 Indiana, 47304 (zip code) legally described as: 4-20-10- Pt E side SE 1/4 .24 A

10 together with any existing permanent improvements and fixtures attached (**unless leased**), such as, but not limited  
11 to, electrical and/or gas fixtures, home heating fuel, heating and central air-conditioning equipment and all  
12 attachments thereto, built-in kitchen equipment, sump pump, water softener, water purifier, gas grills, fireplace  
13 inserts, gas logs and grates, central vacuum equipment, window shades/blinds, curtain rods, drapery poles and  
14 fixtures, ceiling fans and light fixtures, towel racks and bars, storm doors, windows, awnings, TV antennas, satellite  
15 dishes and controls, storage barns, all landscaping, mailbox, garage door opener with control(s) AND THE  
16 FOLLOWING: Dishwasher, Range-Gas, Refrigerator, Microwave  
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23 **The terms of this Agreement will determine what items are included/excluded. All items sold shall be fully**  
24 **paid for by Seller at time of closing the transaction. Buyer should verify total square footage, land, room**  
25 **dimensions or community amenities if material.**

26  
27 3. **PRICE:** Buyer will pay the total purchase price of \$ 74,900.00 for the Property. If Buyer obtains an  
28 appraisal of the Property, this Agreement is contingent upon the Property appraising at no less than the agreed  
29 upon purchase price.

30  
31 4. **EARNEST MONEY:** Buyer submits \$ 500.00 as earnest money which shall be applied to the  
32 purchase price. The listing broker shall deposit earnest money received into its escrow account within two (2)  
33 banking days of acceptance of this Agreement and hold it until time of closing the transaction or termination of this  
34 Agreement. If Buyer fails for any reason to submit earnest money, Seller may terminate this Agreement. Earnest  
35 money shall be returned promptly in the event this offer is not accepted. If this offer is accepted and Buyer fails or  
36 refuses to close the transaction, without legal cause, the earnest money shall be retained by Seller for damages  
37 the Seller has or will incur, and Seller retains all rights to seek other legal and equitable remedies. The Broker  
38 holding any earnest money is absolved from any responsibility to make payment to the Seller or Buyer unless the  
39 parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in 876 IAC 1-1-23  
40 (release of earnest money). Upon notification that Buyer or Seller intends not to perform, Broker holding the  
41 earnest money may release the earnest money as provided in this Agreement. If no provision is made in this  
42 Agreement, Broker may send to Buyer and Seller notice of the disbursement by certified mail. If neither Buyer  
43 nor Seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified  
44 letter, Broker may release the earnest money to the party identified in the certified letter. Buyer and Seller agree to  
45 hold the Broker harmless from any liability, including attorney's fees and costs, for good faith disbursement of  
46 earnest money in accordance with this Agreement and licensing regulations.

47  
48 5. **METHOD OF PAYMENT: (Check appropriate paragraph letter)**

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50  A. **CASH:** The entire purchase price shall be paid in cash and no financing is required.  
51  B. **NEW MORTGAGE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a

52  
53  Conventional  Insured Conventional  FHA  VA  Other: \_\_\_\_\_ first  
54 mortgage loan for 100.000 % of purchase price, payable in not less than 30 years, with an  
55 original rate of interest not to exceed 7.000 % per annum and not to exceed 0 points. Buyer  
56 shall pay all costs of obtaining financing, except Seller to contribute 3% (\$2,247.00)  
57 towards purchasers closing costs, pre-paids, points, insurance,  
58 inspections, etc.

411 W. Cromer, Muncie, IN 47304  
(Property Address)

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**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 5 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 25 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 June 29, 2007, or within 10 days after final mortgage approval, 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 \_\_\_\_\_ 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 \$ - 0 - per day. If Seller does not deliver possession by the date required in the first sentence of this paragraph, Seller shall pay Buyer \$ 100.00 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.

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

130  
131 **13. INSPECTIONS: (Check paragraph letter A or B)**

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

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138 **INSPECTION/RESPONSE PERIOD:** Buyer shall order all INDEPENDENT INSPECTIONS immediately after  
139 acceptance of the Purchase Agreement. Buyer shall have 15 days beginning the day following the date of  
140 acceptance of the Purchase Agreement to respond to the inspection report(s) in writing to Seller (see "Buyer's  
141 Inspection Response").

142  
143 Inspections may include but are not limited to the condition of the following systems and components:  
144 heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space,  
145 well/septic, water, wood-eating insects and organisms, lead-based paint (note: intact lead-based paint that  
146 is in good condition is not necessarily a hazard), radon (tested at lowest livable area either currently  
147 finished or unfinished), mold and other biological contaminants and/or the following:  
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151 **If the initial inspection report reveals the presence of lead-based paint, radon or mold and other biological**  
152 **contaminants, then Buyer shall have 10 additional days to order, receive and respond in writing to any**  
153 **additional reports.**

154  
155 If the Buyer does not comply with any Inspection/Response Period or make a written objection to any problem  
156 revealed in a report within the applicable Inspection/Response Period, the Property shall be deemed to be  
157 acceptable. If the Buyer reasonably believes that the Inspection Report reveals a **MAJOR DEFECT** with the  
158 Property and the Seller is unable or unwilling to remedy the defect to the Buyer's reasonable satisfaction before  
159 closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this Agreement or waive such  
160 defect and the transaction shall proceed toward closing. Under Indiana law, "Defect" means a condition that would  
161 have a significant adverse effect on the value of the Property, that would significantly impair the health or safety  
162 of future occupants of the Property, or that if not repaired, removed, or replaced would significantly shorten or  
163 adversely affect the expected normal life of the premises. **BUYER AGREES THAT ANY PROPERTY DEFECT**  
164 **PREVIOUSLY DISCLOSED BY SELLER, OR ROUTINE MAINTENANCE AND MINOR REPAIR ITEMS**  
165 **MENTIONED IN ANY REPORT SHALL NOT BE A BASIS FOR TERMINATION OF THIS AGREEMENT. ALL**  
166 **TIME PERIODS APPLICABLE TO INSPECTION RESPONSES SHALL BE REASONABLE.**

167  
168  **B. BUYER HAS BEEN MADE AWARE THAT INDEPENDENT INSPECTIONS DISCLOSING THE CONDITION**  
169 **OF THE PROPERTY ARE AVAILABLE AND HAS BEEN AFFORDED THE OPPORTUNITY TO REQUIRE SUCH**  
170 **INSPECTIONS AS A CONDITION OF THE AGREEMENT. However, Buyer waives inspections and relies**  
171 **upon the condition of the Property based upon Buyer's own examination and releases the Seller, the**  
172 **Listing and Selling Brokers and all salespersons associated with Brokers from any and all liability relating**  
173 **to any defect or deficiency affecting the Property, which release shall survive the closing. Required**  
174 **FHA/VA or lender inspections are not included in this waiver.**

175  
176 Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer  
177 which  will  will not be provided at a cost of \$405.00 charged to  Buyer  Seller.  
178 Buyer and Seller acknowledge this LIMITED HOME WARRANTY PROGRAM will not cover any pre-existing  
179 defects in the Property nor replace the need for an independent home inspection. Broker may receive a fee from  
180 the home warranty provider and/or a member benefit.

181  
182 **14. SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE: (check one)**

- 183  
184  Buyer acknowledges receipt and execution of a Seller's Residential Real Estate Sales Disclosure Form.  
185  Buyer has not received an executed Seller's Residential Real Estate Disclosure Form.  
186  Seller's Residential Real Estate Sales Disclosure Form is not applicable to this transaction.

187  
188 **15. TITLE APPROVAL:** Prior to closing, Buyer shall be furnished  an ALTA 98 Title Insurance Commitment (if  
189 available) or  an ALTA 92 Title Insurance Commitment in the amount of purchase price (if available) or  
190  an ALTA 2006 Title Insurance Commitment or  an abstract of title continued to date showing marketable

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title to the Property in Seller's name. The cost shall be paid by  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 May 10, 2008, and all taxes due thereafter. At 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 \$ \_\_\_\_\_ 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 N/A days after acceptance of this Agreement. If the Buyer does not make a written response to the documents within N/A 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 N/A 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.

411 W. Cromer, Muncie, IN 47304  
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*X P.N*

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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):** \_\_\_\_\_

\* Pre-Approved with Jovana at Capstone Financial 812-219-1558-Letter Attached

411 W. Cromer, Muncie, IN 47304  
(Property Address)

*X P.W*

321 23. EXPIRATION OF OFFER: Unless accepted by Seller and delivered to Buyer by 12:00  A.M.  P.M.  
322  Noon, the 24th 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.  
324

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.  
330

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.  
335

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.

341 (X) Ramon nabarro 05/23/2007  
342 BUYER'S SIGNATURE DATE BUYER'S SIGNATURE DATE  
343

344  
345 Ramon Nabarro  
346 PRINTED PRINTED

347 (Check appropriate paragraph letter)

348  
349  A. As the Seller(s) of the property described herein, the above terms and conditions are accepted this  
350                      day of                     , at                       A.M.  P.M.  Noon.  
351

352  B. The above offer is Rejected.  
353

354  C. The above offer is Countered. Seller should sign both the Purchase Agreement and the Counter Offer.  
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359 SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE

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361 PRINTED PRINTED  
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UPDATED MAY 2007

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COUNTER OFFER # 1

4:30

A.M.  P.M.

5-23-07

5/23/07

The undersigned makes the following Counter Offer to the Purchase Agreement dated 5/23/07 concerning property commonly known as 411 1/2 W. Coomer in Center Township, Delaware County, Munster Indiana between Ann Shaw as Seller(s) and Ramon Nabarro as Buyer(s).

Sale price to be \$19,900.

Seller will not provide Home Warranty.

Pre-approval letter to accompany accepted counter offer or counter #2.

Note: Seller and Buyer have the right to withdraw any offer/counter offer prior to written acceptance and delivery of such offer/counter offer. All other terms and conditions of the Purchase Agreement and all previous Counter Offers shall remain in effect except as modified by this Counter Offer.

This Counter Offer # 1 is void if not accepted in writing on or before 9:00  A.M.  P.M.  Noon on 5-24-2007

This Agreement 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 Agreement 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.

Ann Shaw 5/23/07  
 SELLER  BUYER SIGNATURE DATE  SELLER  BUYER SIGNATURE DATE

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ACCEPTANCE OF COUNTER OFFER #

The above Counter Offer # \_\_\_\_\_ is accepted at \_\_\_\_\_  A.M.  P.M.  Noon. Receipt of a signed copy of this Counter Offer is acknowledged.

Ramon Nabarro 5-24-07  
 SELLER  BUYER SIGNATURE DATE  SELLER  BUYER SIGNATURE DATE

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

Date (month, day, year)

Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT ACTUAL KNOWLEDGE as of the above date. The prospective buyer and the owner may wish to obtain professional advice or inspections of the property and provide for appropriate provisions in a contract between them concerning any advice, inspections, defects, or warranties obtained on the property. The representations in this form are the representations of the owner and are not the representations of the agent, if any. This information is for disclosure only and is not intended to be a part of any contract between the buyer and the owner. Indiana law (IC 32-21-5) generally requires sellers of 1-4 unit residential property to complete this form regarding the known physical condition of the property. An owner must complete and sign the disclosure form and submit the form to a prospective buyer before an offer is accepted for the sale of the real estate.

Property address (number and street, city, state, ZIP code) **411 W. Cromer, Muncie, IN**

The following are in the conditions indicated:

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

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

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

C. WATER & SEWER SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know
Cistern	N/A			
Septic Field/Bed	N/A			
Hot Tub	N/A			
Plumbing			✓	
Aerator System	N/A			
Sump Pump	N/A			
Irrigation System(s)	N/A			
Water Heated/Electric	N/A			
Water Heated/Gas			✓	
Water Heated/Solar	N/A			
Water Purifier	N/A			
Water Softener	N/A			
Well	N/A			
Septic and Holding Tank/Septic Mound	N/A			
Geothermal and Heat Pump	N/A			
Other Sewer System (Explain)	N/A			

	Yes	No	Do Not Know
Are the improvements connected to a public water system?		✓	
Are the improvements connected to a public sewer system?		✓	
Are there any additions that may require improvements to the sewage disposal system?		✓	
If yes, have the improvements been completed on the sewage disposal system?		✓	
Are the improvements connected to a private/community water system?		✓	
Are the improvements connected to a private/community sewer system?		✓	

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

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 obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller: <i>[Signature]</i>	Date: 7-25-06	Signature of Buyer: Ramon Nabarro	Date: 5-23-07
Signature of Seller:	Date:	Signature of Buyer:	Date:

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

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

1 PROPERTY ADDRESS: 411 W. Cromer, Muncie

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) X 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) X 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.) R.N. Buyer has received copies of all information listed above.

32 (d.) X Buyer has received the pamphlet Protect Your Family From Lead In Your Home.

33 (e.) R.N. Buyer has (check (i) or (ii) below):  
34 (i) X R.N. 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.) [Signature] 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.B.)  
43  
44

(Property Address)

45 CERTIFICATION OF ACCURACY

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

48  
49 This Certification and Acknowledgment may be executed simultaneously or in two or more counterparts, each of which shall be  
50 deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this  
51 Certification and Acknowledgment may be transmitted between them electronically or digitally. The parties intend that  
52 electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original  
53 document shall be promptly delivered, if requested.

54 Ramon Nabarro 5/23/07  
55 BUYER'S SIGNATURE DATE

Lori Shaw 5-23-07  
SELLER'S SIGNATURE DATE

57 RAMON NABARRO  
58 PRINTED

Lori Shaw  
59 PRINTED

61 BUYER'S SIGNATURE DATE

SELLER'S SIGNATURE DATE

64 PRINTED

PRINTED

66 [Signature] 5/23/07  
67 SELLING BROKER DATE

Lisa Haney  
68 LISTING BROKER DATE



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This is a legally binding contract, if not understood seek legal advice. Form # 37. Copyright IAR 2005.



411 W. Cromer, Muncie  
(Property Address)

RAMON NABARRO  
4616 N. WHEELING AVE.  
MUNCIE, IN 47304

71-65/749  
9081160647

132

DATE 5-23-07

PAY TO THE ORDER OF Century 21 Realty Group Munde \$ 500<sup>00</sup>  
five hundred and 00/100 DOLLARS

Check Number  
9081160647



First Merchants Bank  
First Merchants Bank, National Association  
Member FDIC

MEMO Payment

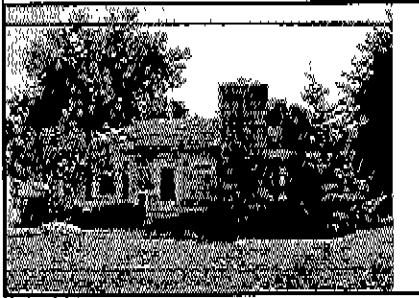
Ramon Nabarro

MP

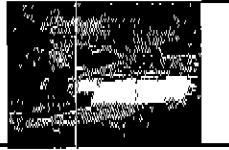
⑆074900657⑆9000060647⑆ 0132

⑆09⑆

**MLS #:** 25785    **Status:** ACTIVE    **Class:** RESIDENTIAL    **Style:** 1 Story    **Contract:** No    **Asking Price:** \$79,900  
**Type:** Residential    **Address:** 411 W CROMER    **City:** MUNCIE    **Zip:** 47303    **County:** Delaware    **Area:** Center Township (18...  
**Township:** CENTER    **Subdivision:** None    **Year Built:** 1950    **Foundation Type:** Crawl Space    **Garage Type:** 2.5-Car Attac...  
**Rooms:** 8    **Bedrooms:** 4    **Full Baths:** 3    **Half Baths:** 0    **Outbuilding Type:** Storage Shed    **Office:** Century 21 Realty Group Muncie - MAIN (765) 284-6313  
**Directions:** Walnut south to Cromer, west to home on left    **Agent:** Lisa Haney - (765) 744-1949  
**Co-Agent:** Tracy Snyder - (765) 746-3133



Virtual Tour



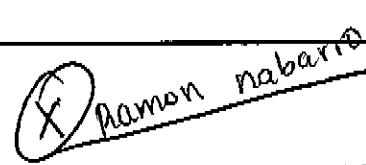
<b>Original Price:</b> \$89,900	<b>DOM:</b> 303	<b>Family Room Size:</b>	<b>Family Room Level:</b>
<b>Commission:</b> SO: 3	<b>Variable:</b> No	<b>Kitchen Size:</b> 12.2x9.7	<b>Kitchen Level:</b> 1
<b>Photo/Video (Y/N):</b> No	<b>Listing Date:</b> 7/24/2006	<b>Dining Room Size:</b> 12.3x8.5	<b>Dining Room Level:</b> 1
<b>Entry:</b> Key Box	<b>Location:</b> Side Door	<b>Den/Study Size:</b>	<b>Den/Study Level:</b>
<b>Legal:</b> 4-20-10- Pt E side SE 1/4 .24 A		<b>Bedroom 1 Size:</b> 13.6x12.1	<b>Bedroom 1 Level:</b> 1
<b>Lot Frontage:</b> 75.00	<b>Lot Depth:</b> 137.00	<b>Bedroom 2 Size:</b> 11.8x9.6	<b>Bedroom 2 Level:</b> 1
<b># of Acres+/-:</b> 0.24	<b>Irregular (Y/N):</b> No	<b>Bedroom 3 Size:</b> 21.6x12.1	<b>Bedroom 3 Level:</b>
<b>Total SQFT+/-:</b> 2000	<b>Main Level SQFT:</b>	<b>Bedroom 4 Size:</b>	<b>Bedroom 4 Level:</b>
<b>Upper Level 1 SQFT:</b>	<b>Upper Level 2 SQFT:</b>	<b>Bedroom 5 Size:</b>	<b>Bedroom 5 Level:</b>
<b>Lower Level SQFT:</b>	<b>Source:</b> Tax Records	<b>Bath 1 Size:</b> 7.1x6.9	<b>Bath 1 Level:</b> 1
<b>Basement SQFT+/-:</b> 0	<b>Walkout (Y/N):</b>	<b>Bath 2 Size:</b> 11.2x4.11	<b>Bath 2 Level:</b> 1
<b>Basement Finished SQFT:</b> 0	<b>Basement Unfinish. SQFT:</b> 0	<b>Utility Room Size:</b> 9.1x6.9	<b>Utility Room Level:</b> 1
<b>Elem:</b> NORTHVIEW	<b>Middle:</b> NORTHSIDE <b>High:</b> CENTRAL	<b>Other Room 1 Size:</b> 19x15.4	<b>Other Room 1 Level:</b> 1
<b>Living Room Size:</b> 18.6x13.1	<b>Living Room Level:</b> 1	<b>Other Room 2 Size:</b> 5.1x5.1	<b>Other Room 2 Level:</b> 1
<b>Great Room Size:</b>	<b>Great Room Level:</b>	<b>Other Room 3 Size:</b>	<b>Other Room 3 Level:</b>
<b>FEATURES</b> Show Instr: Call C-21 for appt to show-No showings before 1pm		<b>Outbuilding 1 Size:</b>	<b>Outbuilding 2 Size:</b>

<b>Exterior:</b> Aluminum	<b>Patio/Deck/Porch:</b> Deck	<b>Water:</b> City
<b>Roofing:</b> Shingle	<b>Pool:</b> None	<b>Sewer:</b> City
<b>Windows:</b> Replacement	<b>2ndOutbuildings:</b> None	<b>Exemptions:</b> Homestead, Mortgage
<b>WindowTreatments:</b> Yes	<b>Topography/Amenities:</b> Level	<b>Possession:</b> Negotiable
<b>2ndGarageType:</b> None	<b>Heat Type:</b> Forced Air, Space Heater	<b>Show Instructions:</b> Call for Appointment
<b>Driveway:</b> Concrete	<b>Heat Fuel:</b> Electric, Gas-Natural	<b>Docs on File:</b> Sellers Disclosure, LBP Form
<b>Fireplace:</b> Living Room, Wood Burning	<b>Air Conditioning:</b> Central Air	<b>Docs Online:</b> Sellers Disclosure, LBP Form
<b>Fence:</b> Chain Link, Privacy	<b>Water Heater:</b> Gas-Natural	<b>Common Amenities:</b> None
<b>Appl. Included:</b> Dishwasher, Range-Gas, Refrigerator, Microwave	<b>Media (TV):</b> Cable	<b>Flood Plain:</b> No
	<b>Utility Companies:</b> VEC, AEP, IAW, MSD	<b>Internet:</b>
	<b>Reserved:</b>	

<b>FINANCIAL INFORMATION</b>			
<b>Tax ID #:</b> 1104476001000	<b>Improv. Value:</b> 55100.00	<b>Water Expense/Month:</b>	<b>Electric Expense/Month:</b>
<b>Land Value:</b> 8200.00	<b>Ditch Fee:</b>	<b>Sewage Expense/Month:</b>	<b>Gas Expense/Month:</b>
<b>Est. Annual Tax:</b> 598.82	<b>BRC Fee:</b>	<b>Gas Available (Y/N):</b>	<b>Seller Assisted (Y/N):</b> No
<b>Oth Exp: /Per:</b>	<b>List \$/SqFt:</b> \$39.95	<b>Assoc. Dues:</b>	<b>Assoc. Dues/Per:</b>
	<b>Assumption (Y/N):</b> No	<b>Auction (Y/N):</b>	<b>Auction Date:</b>

**REMARKS**  
 3 BR, 2 BA home with a 2.5 car attached garage with an efficiency apartment on the back! The main house has hardwood floors in the bedrooms, newer hardwood-look vinyl in the dining room and kitchen, 2 built-in china cabinets in the dining room, ceramic tile in the laundry room. Wood burning fireplace in living room has never been used by the current owner. Property comes with stove, refrigerator, microwave, and dishwasher. The efficiency apartment (marked as Other Room 1 & 2) has separate utilities. This home is situated on a corner lot with a deck, storage building and beautiful landscaping with rock gardens and lots and lots of perennials. The square footage is an estimate and was measured by the agent and co-agent. Agents believe the courthouse does not have the master bedroom or the efficiency apartment in their figure. This is a great property at the price!

**ADDENDUM**



<b>Selling Agent:</b>	<b>Closing Date:</b>	<b>Sold\$:</b>	<b>Concessions:</b>
<b>Selling Office:</b>	<b>How Sold:</b>	<b>Sold\$/SqFt:</b>	<b>Buyer Points:</b>

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

**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 (your broker or salesperson) at ERA Eagle Real Estate, Inc. represents the interest of the Buyer as a Buyer's agent when showing company's listing. Such Licensee owes duties of trust, loyalty, confidentiality, accounting, and disclosure to the Buyer. However, Licensee must deal honestly with the seller. All representations made by Licensee are made as the agent of the Buyer.

**Limited Agency Authorization:** The Licensee or principal or managing broker may personally represent a Seller as a Seller's agent in the case of a property listed with ERA Eagle Real Estate, Inc. If that occurs, then Licensee has agency duties to both Buyer and Seller, 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 Buyer and Seller.

- (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, Buyer acknowledges that Limited Agency Authorization has been read and understood. Buyer understands that Buyer 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 (s') role of limited agent(s). Buyer further waives any claims, damages, losses, expenses, including attorney's fees and costs, against ERA Eagle Real Estate, Inc.

Are you a party to any exclusive Representation Agreement? \_\_\_\_\_

Ramon Nabarro 5/23/07  
Buyer's Signature Date

\_\_\_\_\_  
Buyer's Signature Date

RAMON NABARRO  
Printed Name Date

\_\_\_\_\_  
Printed Name Date