

Listing Broker (Co.) FC Tucker Five Star ( ) By Tom C. Parker ( )  
office code individual code

Selling Broker (Co.) ERA Eagle Real Estate, Inc. ( ) By Patrick Orr ( )  
office code individual code

## PURCHASE AGREEMENT (IMPROVED PROPERTY)

1 Date: May 22, 2007

2  
 3 1. **BUYER:** Suprasad Rao ("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 4801 N. Camelot  
 8 in Center Township, Delaware County, Muncie  
 9 Indiana, 47304 (zip code) legally described as: Haltzman Village Sec 1 Lot 36

10  
 11 together with any existing permanent improvements and fixtures attached (unless leased), such as, but not limited  
 12 to, electrical and/or gas fixtures, home heating fuel, heating and central air-conditioning equipment and all  
 13 attachments thereto, built-in kitchen equipment, sump pump, water softener, water purifier, gas grills, fireplace  
 14 inserts, gas logs and grates, central vacuum equipment, window shades/blinds, curtain rods, drapery poles and  
 15 fixtures, ceiling fans and light fixtures, towel racks and bars, storm doors, windows, awnings, TV antennas, satellite  
 16 dishes and controls, storage barns, all landscaping, mailbox, garage door opener with control(s) AND THE  
 17 FOLLOWING: Built in kitchen, refrigerator, window coverings, Purchaser  
 18 acknowledges softner is lease, seller may have removed.

19  
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 22  
 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 \$ 133,500.00 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)

49  
 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 80.000 % of purchase price, payable in not less than 30 years, with an  
 55 original rate of interest not to exceed 6.500 % per annum and not to exceed 0 points. Buyer  
 56 shall pay all costs of obtaining financing, except \_\_\_\_\_  
 57  
 58

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 (Property Address)

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

- 63  C. ASSUMPTION: (Attach Financing Addendum)  
64  D. CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)  
65  E. OTHER METHOD OF PAYMENT: (Attach Financing Addendum)  
66

67 6. **TIME FOR OBTAINING FINANCING:** Buyer agrees to make written application for any financing necessary  
68 to complete this transaction or for approval to assume the unpaid balance of the existing mortgage within 5  
69 days after the acceptance of this Agreement and to make a diligent effort to meet the lender's requirements and to  
70 obtain financing in cooperation with the Broker and Seller. No more than 20 days after acceptance of the  
71 Agreement shall be allowed for obtaining favorable written commitment(s) or mortgage assumption approval. If a  
72 commitment or approval is not obtained within the time specified above, this Agreement shall terminate unless an  
73 extension of time for this purpose is mutually agreed to in writing.  
74

75 7. **CLOSING:** The closing of the sale (the "Closing Date") shall be on or before June 15, 2007, or  
76 within \_\_\_\_\_ days after \_\_\_\_\_, whichever is later or this Agreement shall terminate  
77 unless an extension of time is mutually agreed to in writing. The closing fee shall be paid by  BUYER  SELLER  
78  shared equally.  
79

80 8. **POSSESSION:**

81 A. The possession of the Property shall be delivered to Buyer  at closing  within \_\_\_\_\_ days after closing  
82 or  on or before June 29, 2007 if closed. For each day Seller is entitled to possession  
83 after closing, Seller shall pay to Buyer at closing \$ \_\_\_\_\_ per day. If Seller does not  
84 deliver possession by the date required in the first sentence of this paragraph, Seller shall pay Buyer  
85 \$ \_\_\_\_\_ per day as liquidated damages until possession is delivered to Buyer, and Buyer  
86 shall have all other legal and equitable remedies available against the Seller.  
87

88 B. **Maintenance of Property:** Seller shall maintain the Property in its present condition until its possession is  
89 delivered to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to  
90 closing to determine whether Seller has complied with this paragraph. Seller shall remove all debris and  
91 personal property not included in the sale.

92 C. **Casualty Loss:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by  
93 Seller. In the event any damage or destruction is not fully repaired prior to closing, Buyer, at Buyer's option,  
94 may either (a) terminate this Agreement or (b) elect to close the transaction, in which event Seller's right  
95 to all insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to  
96 Buyer.

97 D. **Utilities/Municipal Services:** Seller shall pay for all municipal services and public utility charges through the  
98 day of possession.  
99

100 9. **SURVEY:** Buyer shall receive a (check ONE)  SURVEYOR LOCATION REPORT, which is a survey where  
101 corner markers are not set;  BOUNDARY SURVEY, which is a survey where corner markers of the Property are  
102 set prior to closing;  WAIVED, no survey required; at (Check ONE)  BUYER'S expense;  SELLER'S expense.  
103 The survey shall (1) be received prior to closing and certified as of a current date, (2) be reasonably satisfactory to  
104 Buyer, (3) show the location of all improvements and easements, and (4) show the flood zone designation of the  
105 Property.  
106

107 10. **FLOOD AREA/OTHER:** Buyer  may  may not terminate this Agreement if the Property requires flood  
108 insurance or Buyer  may  may not terminate this Agreement if the Property is subject to building or use  
109 limitations by reason of the location.  
110

111 11. **HOMEOWNER'S INSURANCE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain  
112 a favorable written commitment for homeowner's insurance within 15 days after acceptance of this Agreement.  
113

114 12. **ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE:** Buyer and Seller acknowledge that Listing Broker,  
115 Selling Broker and all salespersons associated with Brokers are NOT experts and have NO special training,  
116 knowledge or experience with regard to the evaluation or existence of possible lead-based paint, radon, mold and  
117 other biological contaminants ("Environmental Contaminants") which might exist and affect the Property.  
118 Environmental Contaminants at harmful levels may cause property damage and serious illness, including but not  
119 limited to, allergic and/or respiratory problems, particularly in persons with immune system problems, young  
120 children and/or the elderly.  
121

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

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

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

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

INSPECTION/RESPONSE PERIOD: Buyer shall order all INDEPENDENT INSPECTIONS immediately after acceptance of the Purchase Agreement. Buyer shall have 10 days beginning the day following the date of acceptance of the Purchase Agreement to respond to the inspection report(s) in writing to Seller (see "Buyer's Inspection Response").

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

Purchaser maintains right to void this agreement based on inspection reports during inspection period.

If the initial inspection report reveals the presence of lead-based paint, radon or mold and other biological contaminants, then Buyer shall have 10 additional days to order, receive and respond in writing to any additional reports.

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

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

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

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

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

15. TITLE APPROVAL: Prior to closing, Buyer shall be furnished  an ALTA 98 Title Insurance Commitment (if available) or  an ALTA 92 Title Insurance Commitment in the amount of purchase price (if available) or  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 5 days after acceptance of this Agreement. If the Buyer does not make a written response to the documents within 5 days after receipt, the documents shall be deemed acceptable. In the event the Buyer does not accept the provisions in the documents and such provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall be refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in writing, within 5 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.

4801 N. Camelot, Muncie, 47304

(Property Address)

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## 257 21. MISCELLANEOUS:

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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): Purchaser is preapproved with Serona Bartlett for offered amount. Star Financial Bank 751-9500**

**\* This offer subject to seller filing homestead exemption and must be in effect for 2007 taxes payable for 2008. Receipt must be given to purchaser verifying exemptions are in place for taxes payable 2008.**

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(Property Address)

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FROM : FCTUCKER FIVE STAR

FAX NO. : 7652892425

May. 24 2007 09:10AM P7/8

MAY. 23. 2007 12:15PM ERA Eagle Real Estate, Inc.

NO. 1152 P. 7/7

MAY-23-2007 11:44A FROM:NEUROLOGY CLINIC 7652132213

TD:93811111

P.7/7

321 23. EXPIRATION OF OFFER: Unless accepted by Seller and delivered to Buyer by 5:00  A.M.  P.M.  
322  Noon, the 23rd 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

342 [Signature] 05/23/2007  
343 BUYER'S SIGNATURE DATE BUYER'S SIGNATURE DATE

344  
345 Spencer Red  
346 PRINTED PRINTED

347  
348 (Check appropriate paragraph letter)

349  A. As the Seller(s) of the property described herein, the above terms and conditions are accepted this  
350 23rd day of May, 2007, at 5:00  A.M.  P.M.  Noon.  
351  
352

353  B. The above offer is Rejected.  
354

355  C. The above offer is Countered. Seller should sign both the Purchase Agreement and the Counter Offer.  
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357 [Signature] [Signature] May 24.07  
358 SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE

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362 PRINTED PRINTED



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This is a legally binding contract; if not understood seek legal advice. Form #02. Copyright IAR 2006  
UPDATED MAY 2007



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(Property Address)

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MAY 14 2007 7:19PM  
DOM FLOUCKER FIVE STAR

ERA Eagle Real Estate, Inc.  
FAX NO. :7652892425

NO.0875 P. 3  
May. 14 2007 02:08PM P3/4

Date (month, day, year)  
FEBRUARY 21, 2007

**SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE**  
State Form 48234 (R/1293)

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 32-21-3) 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 this 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)  
4001 N. CAMELOT DRIVE MUNCIE, INDIANA 47304

The following are in the conditions indicated:

A. APPLIANCES	None/Not Included	Defective	Not Defective	Do Not Know	G. WATER & SEWER SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know	
Hull-in Vacuum System	/				Clean	/				
Clothes Dryer	/				Supply Piping/Bed	/				
Garbage Washer	/				Hot tub	/				
Dishwasher	/				Pumping	/				
Refrigerator	/				Aerator System	/				
Freezer	/				Sump Pump	/				
Gas Grill	/				Irrigation Systems	/				
Hot Water	SEMI-HEAT				Water Heater/Electric	/				
Microwave Oven	/				Water Heater/Gas	/				
Other	TRU-AIR				Water Heater/Solar	/				
Range	/				Water Purifier	/				
Refrigerator	/				Water Softener	/				
Room Air Conditioner(s)	/				Well	/				
Trash Compactor	/				Septic and Holding Tank/Septic	/				
TV Antenna/Dish	/				Mound	/				
Other:					Boiler/Heat and Heat Pump	/				
					Other Sewer System (Explain)	/				
								Yes	No	Do Not Know
					Are the improvements connected to a public water system?					
					Are the improvements connected to a public sewer system?					
					Are there any conditions that may require improvements to the septic disposal system?					
					If yes, have the improvements been completed on the septic disposal system?					
					Are the improvements connected to a private/community water system?					
					Are the improvements connected to a private/community sewer system?					
<b>B. ELECTRICAL SYSTEM</b>	None/Not Included	Defective	Not Defective	Do Not Know	<b>H. HEATING &amp; COOLING SYSTEM</b>	None/Not Included	Defective	Not Defective	Do Not Know	
Air Purifier	/				Attic Fan	/				
Burner Alarm	/				Central Air Conditioning	/				
Ceiling Fan(s)	(2)				Hot Water Heater	/				
Ceiling Light Fixture	/				Furnace Heat/Gas	/				
Controls	(2)				Furnace Heat/Electric	/				
In-Wall Telephone Wiring and Blocks/Jacks	/				Solar House Heating	/				
Intercom	DO NOT KNOW	INOP			Woodburning Stove	/				
Light Fixtures	/				H Fireplace	(w/B. Co)				
Smoke/Fire Alarm(s)	(2)				Fireplace Insert	/				
Switches and Outlets	/				Air Cleaner	/				
Vent Fan(s)	/				Humidifier	/				
60/100 Amp Amp Service (Cable Only)	/				Propane Tank	/				
					Other Heating Source	/				

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

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may wish to obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or facility to the purchaser or settlement that the condition of the property is substantially the same as it was when the disclosure form was furnished. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below:

Signature of Seller: <i>[Signature]</i>	Date: _____	Signature of Buyer: _____	Date: _____
Signature of Seller: <i>[Signature]</i>	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.

8310-0819 (7/06)

*[Handwritten mark]*

Signature of Seller: <i>[Signature]</i>	Date: _____	Signature of Buyer: _____	Date: _____
Signature of Seller: <i>[Signature]</i>	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.

*[Handwritten mark]*

8310-0819 (7/06)

Property Address (number and street, city, state, ZIP code) 4801 N. CAMELOT DRIVE MONCTE, INDIANA 47304				
<b>2. ROOF</b>		Yes	No	Do Not Know
Are you known to have any roof leaks?			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Is there present damage to the roof?			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Is there more than one roof on the house?			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
If so, how many layers?				<input checked="" type="checkbox"/>
<b>3. HAZARDOUS CONDITIONS</b>		Yes	No	Do Not Know
Have there been or are there any hazardous conditions on the property such as mold/mildew, gas, lead paint, radon gas in house or well, radioactive material, landfill, asbestos, explosive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Explain:				
<b>4. OTHER DISCLOSURES</b>				
Do improvements have aluminum wiring?				
Are there any foundation problems with the improvements?				
Are there any encroachments?				
Are there any violations of zoning, building codes, or restrictive covenants?				
Is the property used as a nonconforming use? Explain:				
Is the access to your property via a private road?				
Is the access to your property via a public road?				
Is access to your property via an easement?				
Have you received any notices by any governmental or quasi-governmental agencies affecting this property?				
Are there any structural problems with the building?				
Have any substantial additions or alterations been made without a required building permit?				
Are there moisture and/or water problems in the basement, crawl space area, or any other area?				
Is there any damage due to wind, flood, termites, or rodents?				
Have any improvements been treated for wood destroying insects?				
Are the furnace/boiler/stove/chimney/flue oil in working order?				
Is the property in flood plain?				
Do you currently pay flood insurance?				
Does the property contain underground storage tanks?				
Is the homeowner a licensed real estate agent/broker?				
Is there any threatened or existing litigation regarding the property?				
Is the property subject to covenants, conditions, and/or restrictions of a homeowner's association?				
Is the property located within one (1) mile of an airport?				

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

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Signature of Seller: <i>Stephanie J. Allen</i>	Date:	Signature of Buyer:	Date:
Signature of Seller: <i>Stephanie J. Allen</i>	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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*[Handwritten mark]*