

SELLER'S CLOSING STATEMENT


1 Property Address 305 E SR 28 RD, Muncie, IN 47303
 2 Place of Closing Rowland Title Company
 3 Closing Agent Sunshine L. Closing Date September 14, 2007
 4 Seller Stephen V. Dean Buyer Michael Shackelford

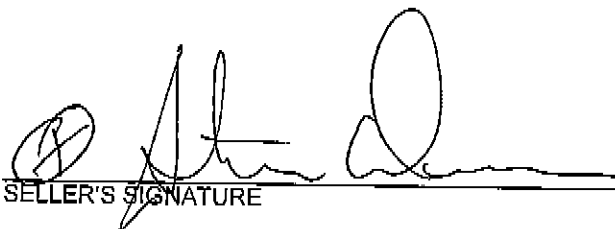
5 Sales Price \$ 59,900.00
 6 _____
 7 _____
 8 _____
 9 Gross Amount Due Seller \$ 59,900.00

10 **EXPENSES OF SELLER**

11 Title Insurance \$ 340.00
 12 Pay-Off of First Mortgage 38,000.00
 13 Taxes (Fall 06/07 Spring 07/08) 1,872.52
 14 Broker's Commission 4,060.00
 15 Buyers Closing Costs 1,900.00
 16 Deed/Disclosure 100.00
 17 Misc. 100.00
 18 Cost to Reshingle Roof ??????
 19 _____
 20 _____
 21 _____
 22 _____
 23 _____
 24 _____
 25 _____
 26 Total Expenses \$ 46,372.52
 27 Net Amount Due Seller \$ 13,527.48
 28

29 **APPROVED:**

30 
 31 SALES PERSON/AGENT IB59800380
 IN LICENSE #


 SELLER'S SIGNATURE

32 Eagle Real Estate, Inc. IB59800380
 33 BROKER OR COMPANY NAME IN LICENSE #

Stephen V. Dean
 PRINTED

34 _____
 35 _____


 SELLER'S SIGNATURE

36 Susan D. Dean
 37 PRINTED



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COUNTER OFFER # One

1 9:00 A.M. P.M. August 13, 2007

2
3 The undersigned makes the following Counter Offer to the Purchase Agreement dated August 13, 2007
4 concerning property commonly known as 305 E SR 28 RD
5 in Hamilton Township, Delaware County, Muncie
6 Indiana between: Stephen V. Dean, Susan D. Dean as Seller(s)
7 and Michael Shackelford as Buyer(s).

8
9 * Seller will completely tear off current roof and fix roof decking as needed
10 and install new 30 year shingle roof. Seller will match new roof as close as
11 possible to current roof. Roof work will begin once ALL CONTINGENCIES REMOVED
12 AND FINAL MORTGAGE APPROVAL has been obtained and submitted to list agent.
13 Seller will be installing roof himself.

14
15 * Closing fee to be included in the \$1,900.00 towards buyers closing costs.

16
17 * Purchaser to provide copy of signed sellers disclosure, lbr and
18 pre-approval letter at time of acceptance.

19
20 * Purchaser to assume taxes due and payable November 10th, 2008.
21
22
23
24

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

27 All other terms and conditions of the Purchase Agreement and all previous Counter Offers shall remain in effect except
28 as modified by this Counter Offer.

29
30 This Counter Offer # One is void if not accepted in writing on or before 9:00 A.M. P.M. Noon
31 on August 14, 2007


32
33 This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but
34 all of which together shall constitute one and the same instrument. The parties agree that this Agreement may be transmitted
35 between them by facsimile machine. The parties intend that faxed signatures constitute original signatures and are binding on the
36 parties. The original document shall be promptly delivered, if requested.

37
38 
39 SELLER BUYER SIGNATURE DATE  SELLER BUYER SIGNATURE DATE

40
41
42 PRINTED PRINTED

43 ACCEPTANCE OF COUNTER OFFER # One

44 The above Counter Offer # One is accepted at 4:30 A.M. P.M. Noon
45 Aug 14, 2007. Receipt of a signed copy of this Counter Offer is acknowledged.

46
47 
48 SELLER BUYER SIGNATURE DATE SELLER BUYER SIGNATURE DATE

49 Michael Shackelford
50
51 PRINTED PRINTED



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UPDATED MARCH 2007

Listing Broker (Co.) Eagle

Selling Broker (Co.) CBL

() By Patrick Orr ()
() By Ray Erickson ()
office code individual code
office code individual code

PURCHASE AGREEMENT (IMPROVED PROPERTY)



LUNSFORD

1 Date: 8-13-07

2
3 1. BUYER: Michael Shackelford
4 agrees to buy the following property from the owner ("Seller") for the consideration and subject to the following ("Buyer")
5 terms, provisions, and conditions:

6
7 2. PROPERTY: The property ("Property") is known as 305 E SR 28
8 in Hamilton Township, Delaware County, Muncie
9 Indiana, 47303 (zip code) legally described as: Pt N End NW 1/4 15-21-10 306 acrs

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: Range & Refrigerator
17
18
19

20
21
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 \$ 599,000.00 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 100 % of purchase price, payable in not less than 30 years, with an
55 original rate of interest not to exceed 7 % per annum and not to exceed 0 points. Buyer
56 shall pay all costs of obtaining financing, except Buyers are requesting sellers
57 to pay \$1900 towards buyers closing fees, pre-pays
58 etc.

305 E SR 28

(Property Address)

Handwritten signature/initials

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 21 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 Sept 14, or within days after , whichever is later of 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 \$ per day. If Seller does not deliver possession by the date required in the first sentence of this paragraph, Seller shall pay Buyer \$ 50 per day as liquidated damages until possession is delivered to Buyer; and Buyer shall have all other legal and equitable remedies available against the Seller.

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

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

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

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

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

11. HOMEOWNER'S INSURANCE: Completion of this transaction shall be contingent upon the Buyer's ability to obtain a favorable written commitment for homeowner's insurance within 21 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.

305 E. SR 28

(Property Address)

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.
137

138 **INSPECTION/RESPONSE PERIOD:** Buyer shall order all INDEPENDENT INSPECTIONS immediately after
139 acceptance of the Purchase Agreement. Buyer shall have 17 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:
148
149
150

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 _____ 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 \$_____ 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 or an abstract
190 of title continued to date showing marketable title to the Property in Seller's name. The cost shall be paid by

305 E S R 28

(Property Address)

Page 3 of 5 (Purchase Agreement)

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2007

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

201
202 **16. TAXES: (Check paragraph A, B or C)**

203 A. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on
204 _____, and all taxes due thereafter. At or before closing, Seller shall pay all
205 taxes for the Property payable before that date.

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

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

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

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

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

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

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

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

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

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

246 305 E SR 28

(Property Address)

[Handwritten signatures and initials]

257 21. MISCELLANEOUS:
258

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

297 22. FURTHER CONDITIONS (List and attach any addenda): Buyer is requesting that
 298 seller will tear existing roof repair any damaged
 299 sheeting and install a new 30 year shingles, same color
 300 as existing shingles
 301 _____
 302 _____
 303 _____
 304 _____
 305 _____
 306 _____
 307 _____
 308 _____
 309 _____
 310 _____
 311 _____
 312 _____

305 E SR 28

(Property Address)

Handwritten signature and initials, possibly 'M.H.' and 'J.E.', with a date '11/30' written below.

321 23. EXPIRATION OF OFFER: Unless accepted by Seller and delivered to Buyer by 6:00 A.M. P.M.
322 Noon, the 14th day of August 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] 8/13/07 BUYER'S SIGNATURE DATE BUYER'S SIGNATURE DATE
343 Michael Shackelford PRINTED PRINTED
344
345
346
347

348 (Check appropriate paragraph letter)
349 A. The above offer is Accepted. Seller should sign both the Purchase Agreement and the Counter Offer.
350 ~~B. The above offer is Rejected.~~
351 ~~C. The above offer is Countered. Seller should sign both the Purchase Agreement and the Counter Offer.~~

352 see Counter #12
353 C. The above offer is Countered. Seller should sign both the Purchase Agreement and the Counter Offer.
354
355 [Signature] 8/13/07 SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE
356 [Signature] 8/13/07 SELLER'S SIGNATURE DATE
357
358
359
360
361
362



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305 E SR 28
(Property Address)



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

Date (month, day, year)

8/11/07

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 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) 305 E. SR 28

1. The following are in the conditions indicated:

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

C. WATER & SEWER SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know
Cistern	<input checked="" type="checkbox"/>			
Septic Field/Bed				<input checked="" type="checkbox"/>
Hot Tub	<input checked="" type="checkbox"/>			
Plumbing			<input checked="" type="checkbox"/>	
Aerator System	<input checked="" type="checkbox"/>			
Sump Pump	<input checked="" type="checkbox"/>			
Irrigation System	<input checked="" type="checkbox"/>			
Water Heater/Electric			<input checked="" type="checkbox"/>	
Water Heater/Gas			<input checked="" type="checkbox"/>	
Water Heater/Solar			<input checked="" type="checkbox"/>	
Water Purifier	<input checked="" type="checkbox"/>			
Water Softener	<input checked="" type="checkbox"/>			
Well			<input checked="" type="checkbox"/>	
Septic and Holding Tank/Septic Mound			<input checked="" type="checkbox"/>	
Geothermal and Heat Pump	<input checked="" type="checkbox"/>			
Other Sewer System (Explain)	<input checked="" type="checkbox"/>			

	Yes	No	Do Not Know
Are the improvements connected to a public water system?			<input checked="" type="checkbox"/>
Are the improvements connected to a public sewer system?			<input checked="" type="checkbox"/>
Are there any additions that may require improvements to the sewage disposal system?			<input checked="" type="checkbox"/>
If yes, have the improvements been completed on the sewage disposal system?			<input checked="" type="checkbox"/>
Are the improvements connected to a private/community water system?			<input checked="" type="checkbox"/>
Are the improvements connected to a private/community sewer system?			<input checked="" type="checkbox"/>

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 this 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: [Signature] Date: 8-1-07 Signature of Buyer: [Signature] Date: 8/13/07
 Signature of Seller: [Signature] Date: 8-1-07 Signature of Buyer: [Signature] Date: 8/13/07

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 Buyer: _____ Date: _____

Property Address (number and street, city, state, ZIP code)

2. ROOF				4. OTHER DISCLOSURES						
Yes	No	Do Not Know	Yes	No	Do Not Know	Yes	No	Do Not Know		
Age, if known: _____ Years				Do improvements have aluminum wiring?						<input checked="" type="checkbox"/>
Does the roof leak?				Are there any foundation problems with the improvements?					<input checked="" type="checkbox"/>	
Is there present damage to the roof?				Are there any encroachments?				<input checked="" type="checkbox"/>		
Is there more than one roof on the house? If so, how many layers? _____				Are there any violations of zoning, building codes, or restrictive covenants?				<input checked="" type="checkbox"/>		
3. HAZARDOUS CONDITIONS				Is the present use a nonconforming use? Explain:				<input checked="" type="checkbox"/>		
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?				Is the access to your property via a private road?				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Explain:				Is the access to your property via a public road?				<input checked="" type="checkbox"/>		
				Is access to your property via an easement?					<input checked="" type="checkbox"/>	
				Have you received any notices by any governmental or quasi-governmental agencies affecting this property?					<input checked="" type="checkbox"/>	
				Are there any structural problems with the building?					<input checked="" type="checkbox"/>	
				Have any substantial additions or alterations been made without a required building permit?					<input checked="" type="checkbox"/>	
				Are there moisture and/or water problems in the basement, crawl space area, or any other area?					<input checked="" type="checkbox"/>	
				Is there any damage due to wind, flood, termites, or rodents?					<input checked="" type="checkbox"/>	
				Have any improvements been treated for wood destroying insects?				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
				Are the furnace/woodstove/chimney/flue all in working order?				<input checked="" type="checkbox"/>		
				Is the property in a flood plain?					<input checked="" type="checkbox"/>	
				Do you currently pay flood insurance?					<input checked="" type="checkbox"/>	
				Does the property contain underground storage tank(s)?					<input checked="" type="checkbox"/>	
				Is the homeowner a licensed real estate salesperson or broker?					<input checked="" type="checkbox"/>	
				Is there any threatened or existing litigation regarding the property?					<input checked="" type="checkbox"/>	
				Is the property subject to covenants, conditions, and/or restrictions of a homeowner's association?					<input checked="" type="checkbox"/>	
				Is the property located within one (1) mile of an airport?					<input checked="" type="checkbox"/>	

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

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: <i>[Signature]</i>	Date: 8-1-07	Signature of Buyer: <i>[Signature]</i>	Date: 8/13/07
Signature of Seller: <i>[Signature]</i>	Date: 8-1-07	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:

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

1 PROPERTY ADDRESS: 305 E SR 28 E, Muncie IN 47303

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.

13 SELLER'S DISCLOSURE

14 (a.) Presence of lead-based paint and/or lead-based paint hazards: (check (i) or (ii) below)

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

19 (ii) [X] Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

22 (b.) Records and reports available to the seller: (check (i) or (ii) below)

24 (i) ___ Seller has provided the buyer with all available records and reports including Seller's Residential Real Estate
25 Sales Disclosure form, if applicable, pertaining to lead-based paint and/or lead-based paint hazards in the
26 housing (list and attach documents below):

28 (ii) [X] Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

30 BUYER'S ACKNOWLEDGMENT (initial)

31 (c.) [ML] Buyer has received copies of all information listed above.

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

33 (e.) [ML] Buyer has (check (i) or (ii) below):

35 (i) ___ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for
36 the presence of lead-based paint and/or lead-based paint hazards;

37 (ii) [ML] OR
38 waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or
lead-based paint hazards.

39 BROKER'S ACKNOWLEDGMENT (initial)

40 (f.) [CB] 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.)

46 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.

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 [Signature] 8/13/07 [Signature] 8/11/07
55 BUYER'S SIGNATURE DATE SELLER'S SIGNATURE DATE

59 PRINTED PRINTED
60 BUYER'S SIGNATURE DATE [Signature] 8/11/07
61 SELLER'S SIGNATURE DATE

65 PRINTED PRINTED
66 [Signature] 8-13-07 [Signature] 8/11/07
67 SELLING BROKER DATE LISTING BROKER DATE

CAROL J KENIPE
1708 W WOODMONT DR
MUNCIE, IN 47304


585
71-7529/

8/13/07 Date

Pay to the
Order of

Eagle Real Estate

\$ 500.00

Five Hundred dollars and 00/100 Dollars 



For

Carol Kenipe

⑆27497529⑆

00009028⑈ 5852

⑆JAN07