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SELLER'S INSPECTION RESPONSE # 1 /

A. Seller responds as follows: (initial one)

1. _____ Seller agrees to correct condition(s) in Item #3 prior to closing the transaction or within _____ days after _____

2. ~~_____~~ SM Seller is unable or unwilling to make the corrections requested by Buyer.

3. _____ Seller agrees to correct the following condition(s) at Seller's expense prior to closing the transaction or within _____ days after _____

4. _____ Other: Seller was not asked to make any corrections to inspection and unwilling to pay for buyer's inspections

B. If Item #3 and/or Item #4 is/are selected, the Buyer shall reply on or before 12-31-04 A.M. P.M. Noon _____

Sally Manis 12-30-04
SELLER'S SIGNATURE DATE

SELLER'S SIGNATURE DATE

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BUYER'S INSPECTION REPLY # _____

A. Buyer replies as follows: (initial one)

1. _____ Buyer accepts Seller's Response.

2. _____ SEE BUYER'S INSPECTION RESPONSE # _____

BUYER'S SIGNATURE DATE

BUYER'S SIGNATURE DATE

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**MID-EASTERN INDIANA
ASSOCIATION OF REALTORS**

**STANDARD FORM
FOR USE BY MEMBERS ONLY**

COUNTER OFFER # 1 to Mutual Release

1 9:00 A.M. P.M. 12-30-04

2
3 The undersigned makes the following Counter Offer to the Purchase Agreement dated 12-22-04
4 concerning property commonly known as 1711 E. CR 400 S.
5 in Dunsoy Township, Delaware County, Muncie
6 Indiana between: Jolley Marie as Seller(s)
7 and David R. Wittington as Buyer(s).

8
9 Seller will not pay for buyers inspections.
10
11 Earned money cannot be returned due to fact
12 it has not been received in listing agents
13 office. Due to fact, earnest money was never
14 submitted offer was not funded.

15
16 See seller's disclosure in additional comments
17 seller states, keep debris from yard and
18 windup A.C. to be used down street in summer
19 for humidity

20
21 Seller was not given pay reports previously, home inspector
22 should have disclosed this information before
23 doing another inspection.

24
25 Note: Seller has the right to accept any other offer and buyer has the right to withdraw any offer prior to written
26 acceptance and delivery of such 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 # _____ is void if not accepted in writing on or before _____ A.M. P.M. Noon
31 on 12-31-04

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 electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original
36 signatures and are binding on the parties. The original document shall be promptly delivered, if requested.

37
38 Jolley Marie 12-30-04
39 SELLER BUYER SIGNATURE DATE SELLER BUYER SIGNATURE DATE

40
41
42 PRINTED PRINTED

ACCEPTANCE OF COUNTER OFFER # _____

43
44
45 The above Counter Offer # _____ is accepted at _____ A.M. P.M. Noon
46 _____ Receipt of a signed copy of this Counter Offer is acknowledged.

47
48
49 SELLER BUYER SIGNATURE DATE SELLER BUYER SIGNATURE DATE

50
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52 PRINTED PRINTED



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