

Mid-American Realty

And Property Maintenance Services

Serving East Central Indiana

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FAX

TO: Patrick Orr - Era

FROM: Lisa Hicks-Smith

FAX: 288-2511

PAGES: ~~2~~ 9

PHONE: _____

DATE: 12/23/04

RE: E-mail Acceptance
& signed contract

8901 N SK3 Muncie

Kings will be doing Title & Closing.



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Member of MIBOR & MEIAR Board of Realtors
Equal Housing Opportunity

DEC. 22. 2004 1:42PM

NO. 0043 P. 5

Listing Broker (Co.) Mid American Realty () By Lisa Hicks-Smith ()
office code individual code

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

**PURCHASE AGREEMENT
(IMPROVED PROPERTY)**

1 Date: December 22, 2004

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

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 7 2. **PROPERTY:** The property ("Property") is known as 8901 N. SR 3
 8 in Hamilton Township, Delaware County, Muncie
 9 Indiana, 47303 (zip code) legally described as: Manfield Meadows 100 x 150

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

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 22 The terms of this Agreement will determine what items are included/excluded. All items sold shall be fully paid for by Seller at
 23 time of closing the transaction. Buyer should verify total square footage, land, room dimensions or community amenities if
 24 material.

25
 26 3. **PRICE:** Buyer will pay the total purchase price of \$ 125,000.00 for the Property. If Buyer obtains an appraisal of the
 27 Property, this Agreement is contingent upon the Property appraising at no less than the agreed upon purchase price.

28
 29 4. **EARNEST MONEY:** Buyer submits \$ 500.00 upon acceptance as earnest money which shall be applied to the purchase
 30 price. The listing broker shall deposit earnest money received into its escrow account within two (2) banking days of acceptance of
 31 this Agreement and hold it until time of closing the transaction or termination of this Agreement. If Buyer fails for any reason to
 32 submit earnest money, Seller may terminate this Agreement. Earnest money shall be returned promptly in the event this offer
 33 is not accepted. If this offer is accepted and Buyer fails or refuses to close the transaction, without legal cause, the earnest
 34 money shall be retained by Seller for damages the Seller has or will incur, and Seller retains all rights to seek other legal and equitable
 35 remedies. The Broker holding any earnest money is absolved from any responsibility to make payment to the Seller or Buyer
 36 unless the parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in 878 IAC 1-1-23
 37 (release of earnest money). Upon notification that Buyer or Seller intends not to perform, Broker holding the earnest money may release
 38 the earnest money as provided in this Agreement. If no provision is made in this Agreement, Broker may send to Buyer and Seller notice
 39 of the disbursement by certified mail. If neither Buyer nor Seller enters into a mutual release or initiates litigation within sixty (60) days of
 40 the mailing date of the certified letter, Broker may release the earnest money to the party identified in the certified letter.
 41 Buyer and Seller agree to hold the Broker harmless from any liability, including attorney's fees and costs, for good faith
 42 disbursement of earnest money in accordance with this Agreement and licensing regulations.

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 44 5. **METHOD OF PAYMENT:** (Check appropriate paragraph letter)
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 46 A. CASH: The entire purchase price shall be paid in cash and no financing is required.
 47 B. NEW MORTGAGE: Completion of this transaction shall be contingent upon the Buyer's ability to obtain a
 48
 49 Conventional Insured Conventional FHA VA Other: _____ first
 50 mortgage loan for 95.000 % of purchase price, payable in not less than 30 years, with an original rate of
 51 interest not to exceed 6.750 % per annum and not to exceed 0 points. Buyer shall pay all costs of
 52 obtaining financing, except _____
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56 Notwithstanding any other provisions of this Agreement, any inspections and charges which are required to be made
 57 and charged to Buyer or Seller by the lender, FHA, VA, mortgage insurer, or closing agent, shall be made and
 58 charged in accordance with their prevailing rules or regulations and shall supersede any provisions of this
 59 Agreement.

8901 N SR 3, Muncie (Property Address and/or initials) PL-

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- 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 January 31, 2005, or within 15 days after 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 _____ . 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 \$ 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.

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:** Buyer shall have 15 days after acceptance of this Agreement to obtain a favorable written commitment for homeowner's insurance.

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 level 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.

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 qualified inspectors or 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 15 calendar 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").

8901 N 92 3, Kencie (Property Address and/or Initials)
 Page 2 of 5 (Purchase Agreement)

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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:

If the initial inspection report reveals the presence of lead-based paint, radon or mold and other biological contaminants, then Buyer shall have 15 additional calendar 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 this Agreement may be terminated by the Buyer or such defect shall be waived by the Buyer 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 FHA/VA 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.

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 99 Title Insurance Commitment (if available) or an ALTA 92 Title Insurance Commitment in the amount of purchase price or an abstract of title continued to date showing marketable 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. 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 and 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 _____, 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.

8901 N SR 3, Muncie (Property Address and/or Initials)

Page 3 of 5 (Purchase Agreement)

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P. 4

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Lisa Hicks-Smith

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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 midnight of the date stated unless the parties agree in writing to a different date and/or time.

19. **HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION:** Documents for a mandatory membership association shall be delivered by the Seller to Buyer within _____ days after acceptance of this Agreement. If the Buyer does not make a written response to the documents within _____ 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 _____ 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. **ATTORNEYS 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.

21. **MISCELLANEOUS:**

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) 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 Special Warranty Deed, 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).

8901 W SR 9, Muncie (Property Address and/or Initials)

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- 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 is licensed and holds License # _____
- P. Where the word "Broker" appears, it shall mean "Licensor" as provided in I.C.25-34.1-10-6.8.

22. FURTHER CONDITIONS: Purchaser is pre-approved with Cendant Mortgage, document attached
Sewage hookup will be purchaser's responsibility, (if not hooked up.)
Roof shingles will be installed by purchaser, @ purchaser's expense.
Inspections must be satisfactory to purchaser, or purchaser may void agreement during inspection period.

23. EXPIRATION OF OFFER: Unless accepted by Seller and delivered to Buyer by 12:00 A.M. P.M. Noon, the 24th day of December, 2004, this Purchase Agreement shall be null and void and all parties shall be relieved of any and all liability or obligations.

24. CONSULT YOUR ADVISORS: Buyer and Seller acknowledge they have been advised that, prior to signing this document, they may seek the advice of an attorney for the legal or tax consequences of this document and the transaction to which it relates. In any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer, environmental engineer, or other person, with experience in evaluating the condition of the Property.

25. ACKNOWLEDGEMENTS: Buyer and Seller acknowledge that each has received agency office policy disclosures, has had agency explained, and now confirms all agency relationships. Buyer and Seller further acknowledge that they understand and accept agency relationships involved in this transaction. By signature below, the parties verify that they understand and approve this Purchase Agreement and acknowledge receipt of a signed copy.

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.

David L. Whittington 12/22/2004 _____ DATE BUYER'S SIGNATURE DATE
 BUYER'S SIGNATURE
David L. Whittington _____ PRINTED
 PRINTED

(Check appropriate paragraph letter)
 A. As the Seller(s) of the property described herein, the above terms and conditions are accepted this 23 day of December, 2004 11:46 A.M. P.M. Noon.
 B. The above offer is Rejected.
 C. The above offer is Countered this _____ day of _____, Seller should sign both the Purchase Agreement and the Counter Offer.

 DATE SELLER'S SIGNATURE 12/23/04 DATE
Deborah Moran
 SELLER'S SIGNATURE
Sovereign Bank
 PRINTED



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 This is a legally binding contract, if not understood seek legal advice. Form #02. Copyright IAR 2003
 _____ (Property Address and/or Initials)
 Page 5 of 5 (Purchase Agreement)



DEC. 22. 2004 1:47PM

LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
(SALES)

1 PROPERTY ADDRESS: 8901 W. SR 3, Muncie, 47303

2 **LEAD WARNING STATEMENT**

3 Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that
4 such property may present exposure to lead from lead-based paint that may place young children at risk of developing
5 lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning
6 disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a
7 particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer
8 with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and
9 notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint
10 hazards is recommended prior to purchase.

11 **SELLER'S DISCLOSURE**

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

- 13 (i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
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19 (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

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

- 21 (i) _____ Seller has provided the buyer with all available records and reports including Seller's Residential Real Estate
22 Sales Disclosure form, if applicable, pertaining to lead-based paint and/or lead-based paint hazards in the
23 housing (list and attach documents below): _____
24
25
26
27 (ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

28 **BUYER'S ACKNOWLEDGMENT (initials)**

- 29 (c.) _____ Buyer has received copies of all information listed above.
30 (d.) Buyer has received the pamphlet Protect Your Family From Lead In Your Home.
31 (e.) _____ Buyer has (check (i) or (ii) below):
32 (i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for
33 the presence of lead-based paint and/or lead-based paint hazards;
34 OR
35 (ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or
36 lead-based paint hazards.

37 **BROKER'S ACKNOWLEDGMENT (initials)**

38 (f.) Broker has informed the seller of seller's obligations under the Residential Lead-Based Paint Hazard
39 Reduction Act of 1992 (42 U.S.C. 4852d) and is aware of Broker's responsibility to ensure compliance.
40 (NOTE: where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.)
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8901 W SR 3, Muncie (Property Address and/or Initials)
Page 1 of 2 (Lead-Based Paint - Sales)

ERA Eagle Real Estate, Inc. 4020 N. Rosewood Ave. Muncie, IN 47304
Phone: (765) 741-9111 Fax: (765) 281-2511 Patrick Orr
Produced with ZipForm™ by PAC FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48065, (800) 885-0885

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Whittington

NO. 0043 P. 11

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

54 David K. Whittington 12/22/2004
55 BUYER'S SIGNATURE DATE

57 David K. Whittington
58 PRINTED

Deborah Moun 12/23/04
SELLER'S SIGNATURE DATE

Sovereign Bank
PRINTED

60 BUYER'S SIGNATURE DATE

62 PRINTED

Lisa Hicks-Smith 12/23/04
LISTING BROKER DATE

Lisa Hicks-Smith
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66 SELLING BROKER
67 Patrick Orr



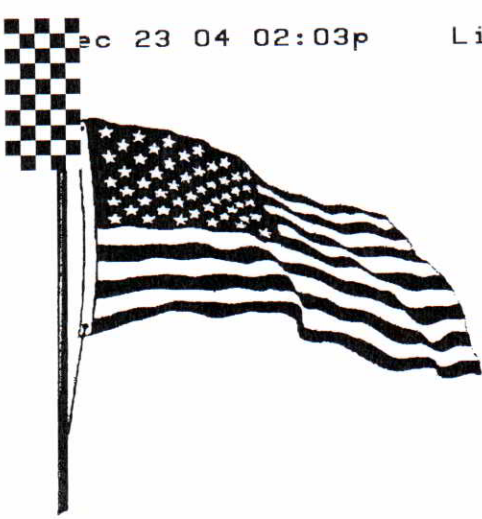
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8001 W SR 3, Muncie (Property Address and/or initials)
Page 2 of 2 (Lead-Based Paint - Sales)

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FAX

TO: Patrick Orr - Era FROM: Lisa Hicks-Smith

FAX: 288-2511 PAGES: 2

PHONE: _____ DATE: 12/23/06

RE: 8901 N S123 Muncie

*Need this AS-IS Addendum signed by
buyer & returned. Thanks!*



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ADDENDUM A

The BUYER acknowledges and agrees that the Premises is sold "AS IS", "WHERE IS" and as shown, and SELLER has made no representations, warranties, or covenants respecting or concerning the Premises or any conditions thereof or title thereto, including, without limitations, as to lead paint, insulation, or any other matter and the BUYER has not been influenced to enter into this transaction nor has BUYER relied on any warranties or representations not set forth in this agreement. SELLER has no knowledge as to the existence at the Premises of UREA formaldehyde foam insulation. BUYER acknowledges that BUYER has had full opportunity to inspect the Premises and is not relying on any representations from the SELLER with respect thereto.

BUYER acknowledges that the SELLER has acquired title to the Premises by Foreclosure Deed, and the SELLER does not guaranty or warrant the SELLER has title to any personal property remaining on said Premises.

Agreed and Acknowledged to:

SELLER - Sovereign Bank

BY: Deborah Mason

BUYER

Subj: **Offer on 8901 St Rd 3, Muncie**
Date: 12/23/2004 12:36:23 P.M. Central Standard Time
From: DMorin@sovereignbank.com
To: lhicks091359@aol.com

Lisa:

Good afternoon. Lenore is out until Tuesday. Sovereign has accepted the offer on this property. I will fax the contract back to you shortly.

Deb

Deborah Morin
Asset Manager
Sovereign Finance Company
One Sovereign Way
East Providence, RI 02915
401-432-2958
401-432-2955 (fax)
dmorin@sovereignbank.com

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Thank you.