

COUNTER OFFER # 1

1 12:30  A.M.  P.M. January 14, 2005

2  
3 The undersigned makes the following Counter Offer to the Purchase Agreement dated 1/14/05  
4 concerning property commonly known as 311 E. Memorial  
5 in \_\_\_\_\_ Township, \_\_\_\_\_ County, \_\_\_\_\_  
6 Indiana between: \_\_\_\_\_ as Seller(s)  
7 and \_\_\_\_\_ as Buyer(s).

8  
9 1) Freezer & Dishwasher in placement yet to remain  
10 2) Curtains in kitchen and master bedroom yet to remain  
11 3) Possession to me 30 days after closing.  
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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 # 1 is void if not accepted in writing on or before 8:00  A.M.  P.M.  Noon  
31 on January 17 2005

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 Clairse Wooten 1/14/2005 Jerry Jeffers 1/14/2005

38  SELLER  BUYER SIGNATURE DATE  SELLER  BUYER SIGNATURE DATE

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42 PRINTED PRINTED

43 ACCEPTANCE OF COUNTER OFFER # 1

44  
45 The above Counter Offer # 1 is accepted at 5:30  A.M.  P.M.  Noon  
46 Edna Garrison Receipt of a signed copy of this Counter Offer is acknowledged.

47  
48 1-14-05 14

49  SELLER  BUYER SIGNATURE DATE  SELLER  BUYER SIGNATURE DATE

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Listing Broker (Co.) ERA Eagle ( ) By Darrell Turner ( )
Selling Broker (Co.) ERA Eagle ( ) By Patrick Orr ( )

PURCHASE AGREEMENT (IMPROVED PROPERTY)

1 Date: 1/14/05

1. BUYER: Tony L. Jeffers, Elaine C. Wooten ("Buyer") agrees to buy the following property from the owner ("Seller") for the consideration and subject to the following terms, provisions, and conditions:

2. PROPERTY: The property ("Property") is known as 811 E Memorial in Center Township, Delaware County, Muncie Indiana, (zip code) legally described as:

620 Sub Lot 3 Block 49 together with any existing permanent improvements and fixtures attached (unless leased), such as, but not limited to, electrical and/or gas fixtures, heating and central air-conditioning equipment and all attachments thereto, built-in kitchen equipment, sump pump, water softener, gas grills, fireplace inserts, gas logs and grates, central vacuum equipment, window shades/blinds, curtain rods, drapery poles and fixtures, ceiling fans and light fixtures, towel racks and bars, storm doors, windows, awnings, TV antennas, satellite dishes and controls, storage barns, all landscaping, mailbox, garage door opener with control(s) AND THE FOLLOWING: Dishwasher, Range, Refrigerator (in kitchen), Washer-Dryer, Freezer in Basement, Window Coverings, Deck, Patio, etc.

No Home Warranty requested with this offer.

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

3. PRICE: Buyer will pay the total purchase price of \$ 58,900.00 for the Property. If Buyer obtains an appraisal of the Property, this Agreement is contingent upon the Property appraising at no less than the agreed upon purchase price.

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

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

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

Conventional Insured Conventional FHA VA Other:
mortgage loan for 9.7% of purchase price, payable in not less than 30 years, with an original rate of interest not to exceed 6.0% per annum and not to exceed 0 points. Buyer shall pay all costs of obtaining financing, except

Seller to contribute a total of 3721.00 towards costs to close. Breakdown: Seller FHA Fees @ 521.00, Home Base Administration 300.00, 2900.00 towards Home Base America contribution.

Notwithstanding any other provisions of this Agreement, 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.

811 E. Memorial (Property Address and/or Initials)

- 60  C. ASSUMPTION: (Attach Financing Addendum)  
61  D. CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)  
62  E. OTHER METHOD OF PAYMENT: (Attach Financing Addendum)  
63

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

71 7. CLOSING: The closing of the sale (the "Closing Date") shall be on or before 2/15/05, or  
72 within 15 days after Mortgage Approval, whichever is later or this Agreement shall terminate unless an  
73 extension of time is mutually agreed to in writing. The closing fee shall be paid by  BUYER  SELLER  shared equally.  
74

75 8. POSSESSION:

76  
77 A. The possession of the Property shall be delivered to Buyer  at closing  within 12 days after closing or  on or  
78 before 2/27/05. For each day Seller is entitled to possession after closing, Seller shall pay to Buyer at  
79 closing 0 per day. If Seller does not deliver possession by the date required in the first sentence  
80 of this paragraph, Seller shall pay Buyer \$ 100.00 per day as liquidated damages until possession  
81 is delivered to Buyer; and Buyer shall have all other legal and equitable remedies available against the Seller.

82 B. Maintenance of Property: Seller shall maintain the Property in its present condition until its possession is delivered  
83 to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to closing to  
84 determine whether Seller has complied with this paragraph.

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

89 D. Utilities/Municipal Services: Seller shall pay for all municipal services and public utility charges through the day of possession.  
90

91 9. SURVEY: Buyer shall receive AFFIDAVIT  SURVEYOR LOCATION REPORT, which is a survey where corner markers are not set;  
92  BOUNDARY SURVEY, which is a survey where corner markers of the Property are set prior to closing;  WAIVED, no survey required  
93 at  BUYER'S expense,  SELLER'S expense. The survey shall (1) be received prior to closing and certified as of a  
94 current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all improvements and easements, and (4) show the flood  
95 zone designation of the Property. — Survey Affidavit, OK - IF Prior cannot Be Used.  
96

97 10. FLOOD AREA/OTHER: Buyer  may  may not terminate this Agreement if the Property requires flood insurance or Buyer  may  
98  may not terminate this Agreement if the Property is subject to building or use limitations by reason of the location.  
99

100 11. HOMEOWNER'S INSURANCE: Buyer shall have 15 days after acceptance of this Agreement to obtain a favorable written  
101 commitment for homeowner's insurance.  
102

103 12. ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE: Buyer and Seller acknowledge that Listing Broker, Selling Broker and all  
104 salespersons associated with Brokers are NOT experts and have NO special training, knowledge or experience with regard to the  
105 evaluation or existence of possible lead-based paint, radon, mold and other biological contaminants ("Environmental Contaminants")  
106 which might exist and affect the Property. Environmental Contaminants at harmful level may cause property damage and serious illness,  
107 including but not limited to, allergic and/or respiratory problems, particularly in persons with immune system problems, young children  
108 and/or the elderly.  
109

110 Buyer is STRONGLY ADVISED to obtain inspections (see below) to fully determine the condition of the Property and its environmental  
111 status. The ONLY way to determine if Environmental Contaminants are present at the Property at harmful levels is through inspections.  
112

113 Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental Contaminants and release  
114 and hold harmless all Brokers, their companies and sales associates from any and all liability, including attorney's fees and  
115 costs, arising out of or related to any inspection, inspection result, repair, disclosed defect or deficiency affecting the  
116 Property, including Environmental Contaminants. This release shall survive the closing.  
117

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

119  A. BUYER RESERVES THE RIGHT TO HAVE THE PROPERTY INSPECTED (including Lead-Based Paint) independent of and in  
120 addition to any inspections required by FHA, VA, or Buyer's lender(s). All inspections are to be at Buyer's expense (unless  
121 noted otherwise or required by lender) by qualified inspectors or contractors selected by Buyer within the following time periods.  
122 Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's inspections.  
123

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

811 E Memorial (Property Address and/or Initials)  
Page 2 of 5 (Purchase Agreement)

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127 Inspections may include but are not limited to the condition of the following systems and components: heating, cooling,  
128 electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, well/septic, water, wood-eating insects and  
129 organisms, lead-based paint (note: intact lead-based paint that is in good condition is not necessarily a hazard), radon (tested at  
130 lowest livable area either currently finished or unfinished), mold and other biological contaminants and/or the following:  
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134 If the initial inspection report reveals the presence of lead-based paint, radon or mold and other biological contaminants, then  
135 Buyer shall have 15 additional calendar days to order, receive and respond in writing to any additional reports.  
136

137 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  
138 applicable Inspection/Response Period, the Property shall be deemed to be acceptable. If the Buyer reasonably believes that  
139 the Inspection Report reveals a MAJOR DEFECT with the Property and the Seller is unable or unwilling to remedy the defect to the  
140 Buyer's reasonable satisfaction before closing (or at a time otherwise agreed to by the parties), then this Agreement may be  
141 terminated by the Buyer or such defect shall be waived by the Buyer and the transaction shall proceed toward closing. Under  
142 Indiana law, "Defect" means a condition that would have a significant adverse effect on the value of the Property that would significantly  
143 impair the health or safety of future occupants of the Property, or that if not repaired, removed, or replaced would significantly  
144 shorten or adversely affect the expected normal life of the premises. BUYER AGREES THAT ANY PROPERTY DEFECT PREVIOUSLY  
145 DISCLOSED BY SELLER, OR ROUTINE MAINTENANCE AND MINOR REPAIR ITEMS MENTIONED IN ANY REPORT SHALL NOT BE  
146 A BASIS FOR TERMINATION OF THIS AGREEMENT. ALL TIME PERIODS APPLICABLE TO INSPECTION RESPONSES SHALL BE  
147 REASONABLE.  
148

149  B. BUYER HAS BEEN MADE AWARE THAT INDEPENDENT INSPECTIONS DISCLOSING THE CONDITION OF THE PROPERTY  
150 ARE AVAILABLE AND HAS BEEN AFFORDED THE OPPORTUNITY TO REQUIRE SUCH INSPECTIONS AS A CONDITION OF THE  
151 AGREEMENT. However, Buyer waives inspections and relies upon the condition of the Property based upon Buyer's own  
152 examination and releases the Seller, the Listing and Selling Brokers and all salespersons associated with Brokers from any and  
153 all liability relating to any defect or deficiency affecting the Property, which release shall survive the closing. Required  
154 FHAVA or lender inspections are not included in this waiver.  
155

156 Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer which  will  
157  will not be provided at a cost of \$ \_\_\_\_\_ charged to  Buyer  Seller. Buyer and Seller acknowledge  
158 this LIMITED HOME WARRANTY PROGRAM will not cover any pre-existing defects in the Property nor replace the need for an  
159 independent home inspection. Broker may receive a fee from the home warranty provider.  
160

161 14. SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE: (check one)  
162

- 163  Buyer acknowledges receipt and execution of a Seller's Residential Real Estate Sales Disclosure Form.  
164  Buyer has not received an executed Seller's Residential Real Estate Disclosure Form.  
165  Seller's Residential Real Estate Sales Disclosure Form is not applicable to this transaction.  
166

167 15. TITLE APPROVAL: Prior to closing, Buyer shall be furnished  an ALTA 98 Title Insurance Commitment (if available) or  an ALTA  
168 92 Title Insurance Commitment in the amount of purchase price or  an abstract of title continued to date showing marketable title  
169 to the Property in Seller's name. The cost shall be paid by ~~Buyer~~  Seller to pay owner's policy and  
170 Buyer to pay mortgage policy. Any encumbrances or defects in title must be removed and Seller must convey title free and clear or any  
171 encumbrances and title defects, with the exception of any mortgage assumed by Buyer and any restrictions and easements of record which  
172 will not materially interfere with Buyer's intended use of the Property. Seller shall order the commitment  immediately  after mortgage  
173 approval  other \_\_\_\_\_  
174

175 Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the deed and vendors  
176 affidavit), so that marketable title can be conveyed. A title company, at Buyer's request, can provide information about availability,  
177 desirability, coverage, and cost of various title insurance coverages and endorsements.  
178

179 16. TAXES: (Check paragraph A, B or C)  
180

- 181  A. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on Nov. 10, 2005  
182 \_\_\_\_\_, and all taxes due thereafter. At or before closing, Seller shall pay all taxes for the Property payable before that date.  
183  
184  B. All taxes assessed for any prior calendar year and remaining unpaid shall be paid by Seller, and all taxes assessed for the current  
185 calendar year shall be prorated between Seller and Buyer on a calendar-year basis as of the day immediately prior to the  
186 Closing Date.  
187

188 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  
189 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  
190 proration and credit for due but unpaid taxes, and this shall be a final settlement.

811 E Memorial

(Property Address and/or Initials)  
Page 3 of 5 (Purchase Agreement)

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191  C. FOR RECENT CONSTRUCTION ONLY. If the tax rate and/or assessment for taxes is not available, Seller will give a tax credit of  
192 \$ \_\_\_\_\_ to Buyer at closing. If the tax rate and/or assessment for taxes is available prior to the Closing Date,  
193 then paragraph B shall apply.  
194

195 **WARNING: The succeeding year tax bill for recently constructed homes or following reassessment periods may greatly**  
196 **exceed the last tax bill available to the closing agent.**  
197

198 17. **PRORATIONS AND SPECIAL ASSESSMENTS:** Insurance, if assigned to Buyer, interest on any debt assumed or taken subject to, any  
199 rents, all other income and ordinary operating expenses of the Property, including but not limited to, public utility charges, shall be prorated  
200 as of the day prior to the Closing Date. Seller shall pay any special assessments applicable to the Property for municipal improvements  
201 previously made to benefit the Property. Seller warrants that Seller has no knowledge of any planned improvements which may result in  
202 assessments and that no governmental or private agency has served notice requiring repairs, alterations or corrections of any existing  
203 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  
204 paid by Buyer. Buyer will assume and pay all special assessments for municipal improvements completed after the date of this Agreement.  
205

206 18. **TIME:** Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the Purchase Agreement are  
207 calendar days and shall expire at midnight of the date stated unless the parties agree in writing to a different date and/or time.  
208

209 19. **HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION:** Documents for a **mandatory** membership association shall be  
210 delivered by the Seller to Buyer within \_\_\_\_\_ days after acceptance of this Agreement. If the Buyer does not make a written response to  
211 the documents within \_\_\_\_\_ days after receipt, the documents shall be deemed acceptable. In the event the Buyer does not accept  
212 the provisions in the documents and such provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest  
213 money deposit shall be refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in  
214 writing, within \_\_\_\_\_ days after Buyer's approval of the documents.  
215

216 **Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable. Buyer shall**  
217 **therefore be responsible to become fully acquainted with neighborhood and other off-site conditions that could affect the**  
218 **Property.**  
219

220 20. **ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable proceeding against any other party  
221 brought under or with relation to the Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney's  
222 fees from the non-prevailing party.  
223

224 21. **MISCELLANEOUS:**  
225

226 A. Unless otherwise provided, any prorations for rent, taxes, insurance, damage deposits, association dues/assessments, or any  
227 other items shall be computed through the date of closing.  
228

229 B. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence insurance.  
230

231 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  
232 appearance of sex offenders residing within Indiana. Broker is not responsible for providing or verifying this information.  
233

234 D. Conveyance of this Property shall be by general Warranty Deed, or by \_\_\_\_\_  
235 subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.  
236

237 E. Seller represents and warrants that Seller is not a "foreign person" (individual entity) and, therefore, is not subject to the  
238 Foreign Investment in Real Property Tax Act.  
239

240 F. Any notice required or permitted to be delivered shall be deemed received when personally delivered, transmitted electronically or  
241 digitally or sent by express courier or United States mail, postage prepaid, certified and return receipt requested, addressed to Seller  
242 or Buyer or the designated agent of either party.  
243

244 G. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is binding upon the parties'  
245 respective heirs, executors, administrators, legal representatives, successors, and assigns.  
246

247 H. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality,  
248 or unenforceability shall not affect any other provision of this Agreement.  
249

250 I. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral  
251 agreements between the parties' respecting the transaction and cannot be changed except by their written consent.  
252

253 J. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.  
254

255 K. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders, loan brokers, title  
256 insurers, escrow companies, inspectors, pest control companies, contractors and home warranty companies. Broker(s) does not  
257 guarantee the performance of any service provider. Buyer and Seller are free to select providers other than those referred or  
258 recommended to them by Broker(s).

259 811 E Memorial (Property Address and/or Initials)  
260 Page 4 of 5 (Purchase Agreement)

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- 259 L. By signing below, the parties to this transaction acknowledge receipt of a copy of this Agreement and give their permission to a
- 260 Multiple Listing Service, Internet or other advertising media, if any, to publish information regarding this transaction.
- 261
- 262 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
- 263 is closed.
- 264
- 265 N. Buyer and Seller consent to receive communications from Broker(s) via telephone, U.S. mail, email and facsimile at the
- 266 numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the contrary.
- 267
- 268 O. Buyer discloses to Seller that Buyer is licensed and holds License # \_\_\_\_\_
- 269
- 270 P. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.
- 271

272 22. FURTHER CONDITIONS: \_\_\_\_\_

273 \_\_\_\_\_

274 Purchaser & Seller Acknowledge Limited Agency

275 in this transaction

276 \_\_\_\_\_

277 \_\_\_\_\_

278 Purchaser's pre-approved w/ HomeStar Mtg. See Attached

279 \_\_\_\_\_

280 \_\_\_\_\_

281 \_\_\_\_\_

282 \_\_\_\_\_

283 23. EXPIRATION OF OFFER: Unless accepted by Seller and delivered to Buyer by 6:00  A.M.  P.M.  Noon, the 15<sup>th</sup>

284 day of February, this Purchase Agreement shall be null and void and all parties shall be relieved of any and all

285 liability or obligations.

286

287 24. CONSULT YOUR ADVISORS: Buyer and Seller acknowledge they have been advised that, prior to signing this document, they may seek

288 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

289 transaction, it is recommended that you consult with a professional, such as a civil engineer, environmental engineer, or other person, with

290 experience in evaluating the condition of the Property.

291

292 25. ACKNOWLEDGEMENTS: Buyer and Seller acknowledge that each has received agency office policy disclosures, has had agency

293 explained, and now confirms all agency relationships. Buyer and Seller further acknowledge that they understand and accept agency

294 relationships involved in this transaction. By signature below, the parties verify that they understand and approve this Purchase

295 Agreement and acknowledge receipt of a signed copy.

296

297 This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of

298 which together shall constitute one and the same instrument. The parties agree that this Agreement may be transmitted between them by

299 electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are

300 binding on the parties. The original document shall be promptly delivered, if requested.

301 Plaine Wooten 1/14/05 Jerry Z. Jaffer 1/14/05

302 BUYER'S SIGNATURE DATE BUYER'S SIGNATURE DATE

303 \_\_\_\_\_

304 PRINTED PRINTED

305 (Check appropriate paragraph letter)

306  A. As the Seller(s) of the property described herein, the above terms and conditions are accepted this \_\_\_\_\_ day of \_\_\_\_\_

307 \_\_\_\_\_ at \_\_\_\_\_  A.M.  P.M.  Noon.

308  B. The above offer is Rejected.

309  C. The above offer is Countered this 14 day of January, 2005. Seller should sign both the Purchase

310 Agreement and the Counter Offer.

311 D. Edna Garrison 1-14-05

312 SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE

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