

COUNTER OFFER # 1

9:15

A.M. P.M.

1/25/05

1/25/2005

The undersigned makes the following Counter Offer to the Purchase Agreement dated _____ concerning property commonly known as 1209 E 14th in Center Township DeWaver County, Indiana between: Cheryl Jones as Seller(s) and John Robert Dampier, Frances Joan Dampier as Buyer(s).
Line 96 - Purchase price to be \$25,500.00 (Twenty five thousand and five hundred)

Note: Seller has the right to accept any other offer and buyer has the right to withdraw any offer prior to written acceptance and delivery of such offer/counter offer.
All other terms and conditions of the Purchase Agreement and all previous Counter Offers shall remain in effect except as modified by this Counter Offer.

This Counter Offer # 1 is void if not accepted in writing on or before 6:00 A.M. P.M. Noon on 1/26/05

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.

Cheryl Jones 1-25-05 SELLER BUYER SIGNATURE DATE
 SELLER BUYER SIGNATURE DATE
Cheryl JONES DARREL Smith
PRINTED PRINTED

ACCEPTANCE OF COUNTER OFFER # _____

The above Counter Offer # 1 is accepted at Center 7:15 A.M. P.M. Noon on 1/25/05. Receipt of a signed copy of this Counter Offer is acknowledged.

John R Dampier 1/25/05 SELLER BUYER SIGNATURE DATE
 SELLER BUYER SIGNATURE DATE
Frances J Dampier 1/25/05
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Listing Broker (Co.) ERA Eagle () By Dula Jarial ()
office code individual code
 Selling Broker (Co.) ERA Eagle () By Patrick Orr ()
office code individual code

**PURCHASE AGREEMENT
(IMPROVED PROPERTY)**

1 Date: 1/25/05

2
3 1. **BUYER:** John Robert Dampier / Frances Joan Dampier ("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:
6

7 2. **PROPERTY:** The property ("Property") is known as 1209 E 14th
8 in Center Township, Delaware County, Munich
9 Indiana, 47302 (zip code) legally described as: PT W HLF NE QTR S 22 T20 R10

11 together with any existing permanent improvements and fixtures attached (unless leased), such as, but not limited to,
12 electrical and/or gas fixtures, heating and central air-conditioning equipment and all attachments thereto, built-in kitchen
13 equipment, sump pump, water softener, gas grills, fireplace inserts, gas logs and grates, central vacuum equipment, window shades/blinds,
14 curtain rods, drapery poles and fixtures, ceiling fans and light fixtures, towel racks and bars, storm doors, windows, awnings, TV antennas,
15 satellite dishes and controls, storage barns, all landscaping, mailbox, garage door opener with control(s) AND THE FOLLOWING:
16 NO APPLIANCES -
17
18
19
20
21

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 \$ 22,500⁰⁰ 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 \$ 500⁰⁰ 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 876 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.
43

44 5. **METHOD OF PAYMENT: (Check appropriate paragraph letter)**
45
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 _____ % of purchase price, payable in not less than _____ years, with an original rate of
51 interest not to exceed _____ % per annum and not to exceed _____ points. Buyer shall pay all costs of
52 obtaining financing, except _____
53
54
55

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.

1209 E 14th, Munich (Property Address and/or Initials)
Page 1 of 5 (Purchase Agreement)

Handwritten initials and numbers:
JRO
580

- 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 X 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 X 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 Feb. 15, 2005, or
72 within _____ days after _____, 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 A. The possession of the Property shall be delivered to Buyer at closing within _____ days after closing or on or
77 before _____. For each day Seller is entitled to possession after closing, Seller shall pay to Buyer at
78 closing \$ 0 per day. If Seller does not deliver possession by the date required in the first sentence
79 of this paragraph, Seller shall pay Buyer \$ 100⁰⁰ per day as liquidated damages until possession
80 is delivered to Buyer; and Buyer shall have all other legal and equitable remedies available against the Seller.
81 B. Maintenance of Property: Seller shall maintain the Property in its present condition until its possession is delivered
82 to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to closing to
83 determine whether Seller has complied with this paragraph.
84 C. Casualty Loss: Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller. In
85 the event any damage or destruction is not fully repaired prior to closing, Buyer, at Buyer's option, may either (a)
86 terminate this Agreement or (b) elect to close the transaction, in which event Seller's right to all insurance
87 proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.
88 D. Utilities/Municipal Services: Seller shall pay for all municipal services and public utility charges through the day of possession.
89

90 9. SURVEY: Buyer shall receive a (check ONE) SURVEYOR LOCATION REPORT, which is a survey where corner markers are not set;
91 BOUNDARY SURVEY, which is a survey where corner markers of the Property are set prior to closing. _____ no survey required
92 at (Check ONE) BUYER'S expense; SELLER'S expense. The survey shall (1) be received prior to closing and certified as of a
93 current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all improvements and easements, and (4) show the flood
94 zone designation of the Property.
95

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

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

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

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

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

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

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

1209 E 14th, Muncie (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:
131
132

133
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 FHA/VA 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 ~~_____~~ shared equally 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 11/10/05 and payable on May, 10
182 2005, 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.

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

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

230 C. The Indiana Sheriff's Sex Offender Registry (www.indianasheriffs.org) exists to inform the public about the identity, location and
231 appearance of sex offenders residing within Indiana. Broker is not responsible for providing or verifying this information.
232

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

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

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

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

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

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

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

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

1209 E 14th Muncie (Property Address and/or Initials)
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 Notes
 274 _____
 275 Tenant may rent home until June 30, 2005 for
 276 400.00 per month w/ 450.00 Deposit. (Lease will be offered to tenant)
 277 _____
 278 _____

280 X Limited Agency shall apply (See Addendum)
 281 _____
 282 _____

283 23. EXPIRATION OF OFFER: Unless accepted by Seller and delivered to Buyer by 8:00 A.M. P.M. Noon, the 25th
 284 day of JANUARY, 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

302 John R Dampier 1/25/05 Frances J Dampier 1/25/05
 303 BUYER'S SIGNATURE DATE BUYER'S SIGNATURE DATE
 304
 305 JOHN R DAMPIER Frances J Dampier
 306 PRINTED PRINTED
 307

308 (Check appropriate paragraph letter)
 309

310 A. As the Seller(s) of the property described herein, the above terms and conditions are accepted this _____ day of
 311 _____, _____ at _____ A.M. P.M. Noon.
 312

313 B. The above offer is Rejected.
 314

X 315 C. The above offer is Countered this 25 day of Jan., 2005. Seller should sign both the Purchase
 316 Agreement and the Counter Offer.
 317

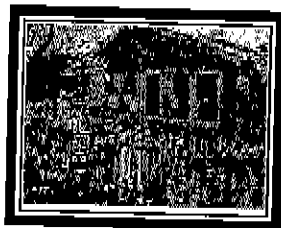
318 Cheryl Jones 1-25-05 Darrel Smith 1/25/05
 319 SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE
 320
 321 Cheryl Jones DARREL Smith
 322 PRINTED PRINTED



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Listing Detail


 Selected

MLS # 17368
Status Active
Type Residential
Address 1209 E 14TH ST
Address 2
City Muncie
State IN
Zip 47302
Area South East
Class RESIDENTIAL
Listing Price \$28,900
Sale/Rent For Sale
IDX Include Yes

Rooms 7
Bedrooms 3
Full Baths 1
Half Baths None
Garage No
Flood Zone Unknown
Outbuildings Yes
Garage Type None

General

| | | | |
|-----------------------------|--|------------------------|--|
| Agent | <u>Dula Jarial - Home (765) 748-7628</u> | Listing Office | <u>ERA Eagle Real Estate - MAIN (765) 741-9111</u> |
| Commission: SO | 1000 | Variable | No |
| Photo/Video | Yes | Listing Date | 11/5/2004 |
| Entry | Key Box | Location | Front door |
| County | Delaware | Township | Center |
| Subdivision | None | Legal | PT W HLF NE QTR S22 T20 R10 |
| Approx Lot Size | 49X115 | Irregular | No |
| Acres +/- | 0.13 | YR Built | 1951 |
| Total SqFt +/- | 1,196 | Main Level SqFt | 1196 |
| Source | Tax Records | Elem School | Garfield |
| Middle School | Wilson | High School | Southside |
| Liv Rm-Sz | 18.9X9.9 | Liv Rm-Lvl | 1 |
| Kitchen-Sz | 11.7X9.11 | Kitchen-Lvl | 1 |
| Din Rm-Sz | 10.5X9.8 | Din Rm-Lvl | 1 |
| Bdrm1-Sz | 10X9.6 | Bdrm1-Lvl | 1 |
| Bdrm2-Sz | 9.9X9.6 | Bdrm2-Lvl | 1 |
| Bdrm3-Sz | 10.5X9.7 | Bdrm3-Lvl | 1 |
| Bath1-Sz | 3 PC | Bath1-Lvl | 1 |
| Bath1 Cmnts | linen storage | Oth Rm1-Sz | 18.7x11.6 |
| Oth Rm1-Lvl | 1 | Oth Rm2-Sz | 13.2x7.10 |
| Oth Rm2-Lvl | 1 | Oth Rm2 Cmnts | Enclsd prch or Firda room |
| Showing Instructions | Call ERA Eagle to set up all showings. | Directions | Memorial to Grant (across from Heekin Park), |
| Directions Contd | south to 14th, east to 1209. | Original Price | \$28,900 |
| Days On Market | 81 | | |

Features

| | | | |
|-------------------|-------------------------|---------------------|--------------------------|
| STYLE | GARAGE TYPE | HEAT TYPE | SEWER |
| 1 Story | None | Forced Air | City |
| EXTERIOR | DRIVEWAY | HEAT FUEL | EXEMPTIONS |
| Stone | Gravel | Gas-Natural | Homestead |
| ROOFING | APPLIANCES | AIR | Veteran |
| Shingle | Disposal | CONDITIONING | POSSESSION |
| FOUNDATION | FENCE | Central Air | Tenant's Rights |
| Crawl Space | Picket | WATER HEATER | SHOWING |
| WINDOWS | PATIO/DECK/PORCH | Gas-Natural | INSTRUCTIONS |
| Replacement | Enclosed | MEDIA (TV) | Call for Appointment |
| Screens | OUTBUILDINGS | Cable | DOCUMENTS ON FILE |
| Wood | Storage Shed | WATER | Seller's Disclosure |

Handwritten signatures:
 X J J J
 X J J J

WINDOW TREATMENTS
Yes

TOPOGRAPHY/AMENITIES City
Level

LBP Form

Financial

Tax ID# 1122210007000
Improve Value \$ 41500.00
Ditch Fee \$ 10.00
Contract No
Auction No

Land Value \$ 5000.00
Est Annual Tax \$ 504.84
Seller Assisted Assumption No

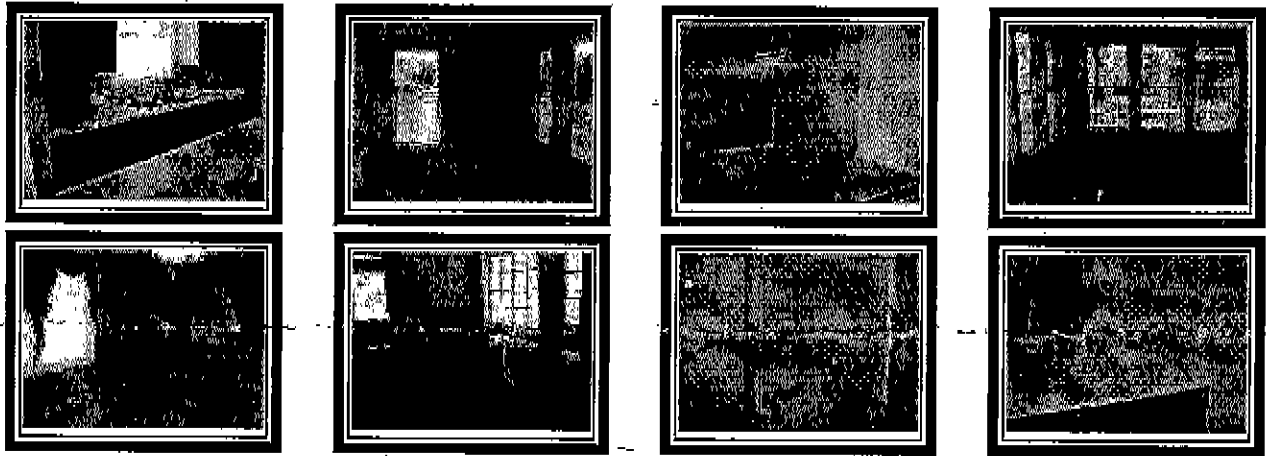
Remarks

~~Ready to move in - home has been completely updated - new carpeting, newer oak kitchen, new bath, Bedford stone exterior, gas heat & central air. Attached garage is converted to a laundry room and an additional room has been added.~~

Addendum

Ideal for workshop/hobby for extra space. 2 enclosed porches. 'Estate Sale'. Sq footage per Assessor's office.

Additional Pictures



Disclaimer

This information is deemed reliable, but not guaranteed. All room sizes are approximate.

X JRD
X JRD

Date (month, day, year) 11/5/2004

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) 1209 E 14th St
Muncie, 47302

I. The following are in the conditions indicated:

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

| C. WATER & SEWER SYSTEM | None/Not Included | Defective | Not Defective | Do Not Know | |
|--|-------------------|-----------|---------------|-------------|-------------|
| Cistern | X | | | | |
| Septic Field/Bed | X | | | | |
| Hot Tub | X | | | | |
| Plumbing | | | X | | |
| Aerator System | X | | | | |
| Sump Pump | X | | | | |
| Irrigation Systems | X | | | | |
| Water Heater/Electric | X | | | | |
| Water Heater/Gas | | | X | | |
| Water Heater/Solar | X | | | | |
| Water Purifier | X | | | | |
| Water Softener | X | | | | |
| Well | X | | | | |
| Other Sewer System (Explain) <u>City</u> | | | X | | |
| | | | Yes | No | Do Not Know |
| Are the improvements connected to a public water system? | | | X | | |
| Are the improvements connected to a public sewer system? | | | X | | |
| Are there any additions that may require improvements to the sewage disposal system? | | | | X | |
| If yes, have the improvements been completed on the sewage disposal system? | | | | | |
| Are the improvements connected to a private/community water system? | | | | X | |
| Are the improvements connected to a private/community sewer system? | | | | X | |

| B. ELECTRICAL SYSTEM | None/Not Included | Defective | Not Defective | Do Not Know |
|--|-------------------|-----------|---------------|-------------|
| Air Purifier | X | | | |
| Burglar Alarm | X | | | |
| Ceiling Fan(s) | | | X | |
| Garage Door Opener Controls | X | | | |
| Inside Telephone Wiring and Blocks/Jacks | | | X | |
| Intercom | X | | | |
| Light Fixtures | | | X | |
| Sauna | X | | | |
| Smoke/Fire Alarm(s) | | | X | |
| Switches and Outlets | | | X | |
| Vent Fan(s) | | | X | |
| 60/100/200 Amp Service (Circle one) | | | | X |

| D. HEATING & COOLING SYSTEM | None/Not Included | Defective | Not Defective | Do Not Know |
|-----------------------------|-------------------|-----------|---------------|-------------|
| Attic Fan | X | | | |
| Central Air Conditioning | | | X | |
| Hot Water Heat | X | | | |
| Furnace Heat/Gas | | | X | |
| Furnace Heat/Electric | X | | | |
| Solar House-Heating | X | | | |
| Woodburning Stove | X | | | |
| Fireplace | X | | | |
| Fireplace Insert | X | | | |
| Air Cleaner | X | | | |
| Humidifier | X | | | |
| Propane Tank | X | | | |
| Other Heating Source: | X | | | |

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.

JRD
JRD

JD
CS

| 2. ROOF | YES | NO | DO NOT KNOW |
|---|-----|----|-------------|
| Age, if known: _____ Years | | | X |
| Does the roof leak? | | X | |
| Is there present damage to the roof? | | X | |
| Is there more than one roof on the house? | | | X |
| If so, how many layers? _____ | | | |

| 3. HAZARDOUS CONDITIONS | YES | NO | DO NOT KNOW |
|---|-----|----|-------------|
| 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? Explain: | | | X |

| |
|--|
| |
|--|

| 4. OTHER DISCLOSURES | YES | NO | DO NOT KNOW |
|---|-----|----|-------------|
| Do improvements have aluminum wiring? | | | X |
| Are there any foundation problems with the improvements? | | | X |
| Are there any encroachments? | | X | |
| Are there any violations of zoning, building codes, or restrictive covenants? | | X | |
| Is the present use a nonconforming use? Explain: | | X | |
| Is the access to your property via a private road? | | X | |
| Is the access to your property via a public road? | X | | |
| Is access to your property via an easement? | | X | |
| Have you received any notices by any governmental or quasi-governmental agencies affecting this property? | | | |
| Are there any structural problems with the building? | | X | |
| Have any substantial additions or alterations been made without a required building permit? | | | X |
| Are there moisture and/or water problems in the basement, crawl space area, or any other area? | | X | |
| Is there any damage due to wind, flood, termites, or rodents? | | X | |
| Have any improvements been treated for wood destroying insects? | | X | |
| Are the furnace/woodstove/chimney/flue all in working order? | X | | |
| Is the property in a flood plain? | | | X |
| Do you currently pay flood insurance? | | X | |
| Does the property contain underground storage tank(s)? | | X | |
| Is the homeowner a licensed real estate salesperson or broker? | | X | |
| Is there any threatened or existing litigation regarding the property? | | | |
| Is the property subject to covenants, conditions, and/or restrictions of a homeowner's association? | | X | |
| Is the property located within one (1) mile of an airport? | | X | |

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 <i>11-05-04</i> | Signature of Buyer <i>[Signature]</i> | Date <i>11/5/05</i> |
| Signature of Seller <i>[Signature]</i> | Date <i>11-05-04</i> | Signature of Buyer <i>[Signature]</i> | Date <i>11/5/05</i> |
| 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 |

(Indiana Real Estate Commission; 876 IAC 1-4-2; filed Jun 1, 1994, 5:00 p.m.: 17 IR 2352; filed Jun 14, 1995, 11:00 a.m.: 18 IR 2787; readopted filed Jun 29, 2001, 9:56 a.m.: 24 IR 3824; filed Oct 28, 2002, 12:01 p.m.: 26 IR 789)

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

1 **PROPERTY ADDRESS:** 1209 E 14th St, Muncie, 47302

2
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.*

12
13 **SELLER'S DISCLOSURE**

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

15
16 (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
17 _____
18 _____

19 ^{DS} (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

20
21
22 (b.) Records and reports available to the seller: *(check (i) or (ii) below)*

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

28 ^{DS} _{er} (ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

29
30 **BUYER'S ACKNOWLEDGMENT (initial)**

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

32 (d.) ^{JRD} Buyer has received the pamphlet Protect Your Family From Lead In Your Home.

33 (e.) Buyer has *(check (i) or (ii) below)*:

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

36 **OR**

37 (ii) ^{JRD} waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or
38 lead-based paint hazards.

39 **BROKER'S ACKNOWLEDGMENT (initial)**

40 (f.) ^{MS} 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.)
43
44

1209 E 14th St (Property Address and/or Initials)

Page 1 of 2 (Lead-Based Paint - Sales)

DS
DS Smith

JRD
JRD

LIMITED AGENCY AGREEMENT

(Licensee represents both Seller and Buyer or both Landlord and Tenant)
(Principal or Managing Broker personally represents a client and affiliated Licensee represents other client)

This Limited Agency Agreement ("Agreement") is dated 1/25, 05.

A. BUYER/TENANT ("Buyer"): John Robert & Joan Frances Joan Dampier

B. SELLER/LANDLORD ("Seller"): Cheryl Jones - Darrel Smith

C. SUBJECT PROPERTY ("Property"): 1209 E 14th, Muncie IN

D. NAME OF LIMITED AGENTS(S) ("Licensee"): Patrick Orr, DuLa Jarial

("Purchase price/listed price" shall also mean "lease rate," if applicable. "Licensee" shall refer to any broker or salesperson acting as agent for a party. "Limited agent" means a licensee who, with the written and informed consent of all parties to a real estate transaction, represents both the Seller and Buyer.)

E. LIMITED AGENCY AUTHORIZATION: The Licensee is authorized by Seller and Buyer to represent both of them in this transaction. Seller and Buyer understand that this limited agency relationship may create certain conflicts of interest, and that Licensee is representing two parties whose interests are different or even adverse.

F. ADDITIONAL DISCLOSURES: Seller and Buyer acknowledge that Licensee shall not disclose the following without the informed consent, in writing, of both Seller and Buyer:

- (1) Any material or confidential information, except adverse material facts or risks actually known by the Licensee concerning the physical condition of the Property and facts required by statute, rule, or regulation to be disclosed and that could not be discovered by a reasonable and timely inspection of the Property by the parties.
- (2) That a buyer will pay more than the offered purchase price for the Property.
- (3) That a Seller will accept less than the listed price for the Property.
- (4) What motivates a party to buy, sell or lease the Property.
- (5) Other terms that would create a contractual advantage for one (1) party over another party.

Seller and Buyer acknowledge that there will be no imputation of knowledge or information between any party and the limited agent or among Licensees.

Seller and Buyer acknowledge that they do not have to consent to the limited agency in this transaction.

Seller and Buyer consent voluntarily to Licensee's limited agency capacity and waive any claims, damages, losses, expenses, including attorneys' fees and costs, against Licensee arising from Licensee's role of limited agent.

G. PRIOR AGREEMENTS: Seller and Buyer understand this Agreement does not replace prior agreements with Licensee to represent Seller or Buyer. However, where this Limited Agency Agreement contradicts or conflicts with prior agreements, this Limited Agency Agreement shall supersede.

1209 E 14th Muncie IN (Property Address and/or Initials)

Page 1 of 2 (Limited Agency Agreement)

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

| | | | | |
|----|--------------------------|----------------|--------------------|------------------|
| 54 | <u>John R Dampier</u> | <u>1/25/05</u> | <u>[Signature]</u> | <u>*11-05-04</u> |
| 55 | BUYER'S SIGNATURE | DATE | SELLER'S SIGNATURE | DATE |
| 58 | PRINTED | | *DARREL G SMITH | |
| 59 | PRINTED | | PRINTED | |
| 60 | <u>Frances J Dampier</u> | <u>1/25/05</u> | <u>[Signature]</u> | <u>*11-5-04</u> |
| 61 | BUYER'S SIGNATURE | DATE | SELLER'S SIGNATURE | DATE |
| 62 | PRINTED | | *CHERYL JONES | |
| 63 | PRINTED | | PRINTED | |
| 64 | <u>Frances J Dampier</u> | <u>1/25/05</u> | <u>[Signature]</u> | <u>11/5/04</u> |
| 65 | SELLING BROKER | DATE | LISTING BROKER | DATE |



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This is a legally binding contract, if not understood seek legal advice. Form # 37. Copyright IAR 2003.



1209 E 14th St (Property Address and/or Initials)
Page 2 of 2 (Lead-Based Paint - Sales)