

Listing Broker (Co.) ERA Eagle Real Estate Inc. ( ) By Rodney Rouch ( )  
office code individual code  
Selling Broker (Co.) ERA Eagle Real Estate Inc. ( ) By The Patrick Orr Team ( )  
office code individual code

### PURCHASE AGREEMENT (IMPROVED PROPERTY)

1 Date: February 11, 2005

2  
3 1. **BUYER:** Lorna A. Springston, Emily Jean Westling ("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 1004 E. 8th St.  
8 in Center Township, Delaware County, Muncie,  
9 Indiana, 47302 (zip code) legally described as: PARK PLACE ADD LOT 33

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:  
15 Refrigerator, Range, Window Coverings  
16  
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 \$ 37,000.00 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 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 80.000 % of purchase price, payable in not less than 15 years, with an original rate of  
51 interest not to exceed 6.800 % per annum and not to exceed 0 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.

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X LAS  
Lorna  
KORR

- 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 March 14, 2005, or within 15 days after Final 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 \$ - 0 - 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 25 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").

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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  Buyer  Seller  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 of 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 November 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.

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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 n/a days after acceptance of this Agreement. If the Buyer does not make a written response to  
211 the documents within n/a 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 n/a 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).

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X LAS  
X [Signature]

- 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 \* Seller to remove all debris in home and garage including old appliances, and  
 274 cabinets in basement prior to day of closing.  
 275 \* Seller to repair water leak in basement. Inspection time period dates to begin  
 276 within one day after notification by listing agent repair is completed.  
 277 \* Contingent on final walk through two hours before closing.  
 278 \* Buyer is Pre-Approved with Brad Wilson @ Capital Trust 747-7000  
 279 \* Limited Agency Applies in this Transaction -- See Addendum  
 280 \* Seller to make sure utilities are kept on for Buyers inspection.  
 281

283 23. EXPIRATION OF OFFER: Unless accepted by Seller and delivered to Buyer by 5:00  A.M.  P.M.  Noon, the 14th  
 284 day of February, 2005, 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  
 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 Lorna A. Springston 02/11/2005 Emily Jean Westling 02/11/2005  
 303 BUYER'S SIGNATURE DATE BUYER'S SIGNATURE DATE  
 304  
 305 Lorna A. Springston Emily Jean Westling  
 306 PRINTED PRINTED  
 307

308 (Check appropriate paragraph letter)

310  A. As the Seller(s) of the property described herein, the above terms and conditions are accepted this 12<sup>th</sup> day of  
 311 FEB, 05 at 12:30  A.M.  P.M.  Noon.  
 312

313  B. The above offer is Rejected.  
 314

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

318 Peggy J. Walker Adm 2/12/05  
 319 SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE  
 320  
 321 PEGGY J. WALKER  
 322 PRINTED PRINTED



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# 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 February 11, 2005.

A. BUYER/TENANT ("Buyer"): Lorna A. Springston, Emily Jean Westling

B. SELLER/LANDLORD ("Seller"): \_\_\_\_\_

C. SUBJECT PROPERTY ("Property"): 1004 E. 8th St.

Muncie

47302

D. NAME OF LIMITED AGENTS(S) ("Licensee"): Ryan Orr, Patrick Orr, Rodney Rouch

("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.

1004 E. 8th St.

(Property Address and/or Initials)

Page 1 of 2 (Limited Agency Agreement)

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**H. CANCELLATION:** If the Seller and Buyer do not enter into an agreement relating to the Property or if the transaction fails to close, Seller and Buyer agree that this Agreement is automatically cancelled and the Licensee's role of limited agent is terminated.

By signature below, the parties verify that they understand and approve this Limited Agency 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.

*Lorna A. Springston* 02/11/2005  
BUYER'S SIGNATURE DATE

Lorna A. Springston  
PRINTED

*Peggy J. Walker* 2/12/05  
SELLER'S SIGNATURE DATE

PRINTED

*Emily Jean Westling* 02/11/2005  
BUYER'S SIGNATURE DATE

Emily Jean Westling  
PRINTED

*Peggy J. Walker* Adm 2/12/05  
SELLER'S SIGNATURE DATE

PRINTED



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# SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

State Form 46234 (R3 / 11-02)

Date (month, day, year)

10-15-04

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 representation 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 24-4.6-2) 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)

1004 E. 8TH MUNCIE

1. 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: <i>2 Contractors</i>				

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				
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)				

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.

C. WATER & SEWER SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know
Cistern				X
Septic Field / Bed	X			
Hot Tub	X			
Plumbing			0	
Aerator System	X			
Sump Pump	X			
Irrigation Systems	X			
Water Heater / Electric	X			
Water Heater / Gas			0	
Water Heater / Solar	X			
Water Purifier	X			
Water Softener	X			
Well	X			
Other Sewer System (Explain)				

	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?		X	
Are the improvements connected to a private/community water system?		X	
Are the improvements connected to a private/community sewer system?		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		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			

2. ROOF	YES	NO	DO NOT KNOW
Age, if known: <u>NEWER</u> <u>5-10</u> Years.			
Does the roof leak?		X	
Is there present damage to the roof?		X	
Is there more than one roof on the house?			
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?		X	
Explain:			

Have you done any repair work to the Septic System? YES NO If yes, please describe work completed and when.

Do you know if you are hooked to a leach field?

Do you know the age of the furnace? 10

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 non-conforming use? Explain:		X	
Have you received any notices by any governmental or quasi-governmental agencies affecting this property?	X	X	
Are there any structural problems with the buildings?	X	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	X	
Is there any damage due to wind, flood, termites or rodents?	X	X	
Have any improvements been treated for wood destroying insects?	X	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?		X	
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.)

Buyer is aware the sister filled out seller disclosure and the property in an estate sale.

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 <u>Deanna Walker</u>	Date <u>10/15/04</u>	Signature of Buyer <u>John A. Spangston</u>	Date <u>12/3/04</u>
Signature of Seller	Date	Signature of Buyer <u>Deanna Walker</u>	Date <u>02/08/10</u>
The seller hereby certifies that the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.			
Signature of Seller	Date	Signature of Seller	Date

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

PROPERTY ADDRESS: 1004 E. 8TH MUNCIE

LEAD WARNING STATEMENT

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

SELLER'S DISCLOSURE

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

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

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

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

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

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

BUYER'S ACKNOWLEDGMENT (initial)

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

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

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

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

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

BROKER'S ACKNOWLEDGMENT (initial)

(f.) Broker has informed the seller of seller's obligations under the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) and is aware of Broker's responsibility to ensure compliance. (NOTE: where the word "Broker" appears, it shall mean "Licensee" as provided in LC.25-34.1-10-6.8.)

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

This Certification and Acknowledgment 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 Certification and Acknowledgment may be transmitted between them by facsimile machine. The parties intend that faxed signatures constitute original signatures and are binding on the parties. The original document shall be promptly delivered, if requested.

BUYER'S SIGNATURE DATE

SELLER'S SIGNATURE DATE

PRINTED BUYER'S SIGNATURE DATE

PRINTED SELLER'S SIGNATURE DATE

PRINTED

PRINTED

LORENA A. SPRINGSTON  
DL 0700-002405  
RI 766-2897582  
5890 S. ORA 400 E.  
MUNICIPAL IN 47302

PAY TO THE ORDER OF ERA ERIK

Eastfordville Rd

2/11/05

DATE

\$ 500.00

DOLLARS



Security  
Feature  
Safeguard  
Your  
Check

9261

**INDIANA**  
Members Credit Union  
Munich, Indiana

Lorena A. Springston

FOR DEPOSIT ONLY: ⑆ 2750740401 ⑆ 110000019806441 ⑆ 9251

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