



COUNTER OFFER # 1

March 14, 05 A.M. P.M.

The undersigned makes the following Counter Offer to the Purchase Agreement dated MARCH 12, 2005
concerning property commonly known as 1601 W. Glenn Elynn
in Center Township Delaware County Muncie
Indiana between Teri Pollett as Seller(s)
and Xandra A Comer as Buyer(s).

Line 26 to read: Purchase price - \$13500
Lines 90-94 to be deleted. Seller will pay for survey affidavit.
Lines 213-214 to read: Seller to pay for new roof shingles
(asphalt - 30 year) to be installed over existing roof shingles
2 layers total.

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 9:00 A.M. P.M. Noon
on MARCH 15 2005

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

SELLER BUYER SIGNATURE DATE
X Teri A. Pollett

SELLER BUYER SIGNATURE DATE
Xandra Comer

ACCEPTANCE OF COUNTER OFFER # 1

The above Counter Offer # 1 is accepted at 5:00 A.M. P.M. Noon
March 15th 2005 Receipt of a signed copy of this Counter Offer is acknowledged.

SELLER BUYER SIGNATURE DATE
Xandra Comer 3/15/2005

SELLER BUYER SIGNATURE DATE

Approved and authorized to use by members of the Indiana Association of Realtors, Inc.
Form prepared by contract # 1 for residential real estate. Form # 100-2005-001-0000

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

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63 6. TIME FOR OBTAINING FINANCING: Buyer agrees to make written application for any financing necessary to complete this
64 transaction or for approval to assume the unpaid balance of the existing mortgage within 5 days after the acceptance
65 of this Agreement and to make a diligent effort to meet the lender's requirements and to obtain financing in cooperation with
66 the Broker and Seller. No more than 25 days after acceptance of the Agreement shall be allowed for obtaining
67 favorable written commitment(s) or mortgage assumption approval. If a commitment or approval is not obtained within the time
68 specified above, this Agreement shall terminate unless an extension of time for this purpose is mutually agreed to in writing.

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70 7. CLOSING: The closing of the sale (the "Closing Date") shall be on or before April 20, 2005, or
71 within 10 days after Final Escrow, whichever is later or this Agreement shall terminate unless an
72 extension of time is mutually agreed to in writing. The closing fee shall be paid by BUYER SELLER shared equally.

73
74 **A. POSSESSION:**

- 75 A. The possession of the Property shall be delivered to Buyer at closing within _____ days after closing or if closed
76 on or before _____ For each day Seller is entitled to possession after closing, Seller shall pay to Buyer
77 at closing \$ - 0 - per day. If Seller does not deliver possession by the date required in the first sentence
78 of this paragraph, Seller shall pay Buyer \$ 100.00 per day as liquidated damages until possession
79 is delivered to Buyer; and Buyer shall have all other legal and equitable remedies available against the Seller.
- 80 B. Maintenance of Property: Seller shall maintain the Property in its present condition until its possession is delivered to Buyer, subject
81 to repairs in response to any inspection. Buyer may inspect the Property prior to closing to determine whether Seller has complied
82 with this paragraph. Seller shall remove all debris and personal property not included in the sale.
- 83 C. Casualty Loss: Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller. In
84 the event any damage or destruction is not fully repaired prior to closing, Buyer, at Buyer's option, may either (a)
85 terminate this Agreement or (b) elect to close the transaction, in which event Seller's right to all insurance
86 proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.
- 87 D. Utilities/Municipal Services: Seller shall pay for all municipal services and public utility charges through the day of possession.

88
89 B. SURVEY: Buyer shall receive a (check ONE) SURVEYOR LOCATION REPORT, which is a survey where corner markers are not set,
90 BOUNDARY SURVEY, which is a survey where corner markers of the Property are set prior to closing; WAIVED, no survey required
91 at (check ONE) BUYER'S expense SELLER'S expense. The survey shall (1) be received prior to closing and certified as of a
92 current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all improvements and easements, and (4) show the flood
93 zone designation of the Property.

94
95 10. FLOOD AREA/THEFT: Buyer may may not terminate this Agreement if the Property requires flood insurance or Buyer may
96 may not terminate this Agreement if the Property is subject to building or use limitations by reason of the location.

97
98 11. HOMEOWNERS INSURANCE: Completion of this transaction shall be contingent upon the Buyer's ability to obtain a favorable written
99 commitment for homeowner's insurance within 25 days after acceptance of this Agreement.

100
101 12. ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE: Buyer and Seller acknowledge that Listing Broker, Selling Broker and all
102 salespersons associated with Brokers are NOT experts and have NO special training, knowledge or experience with regard to the
103 evaluation or existence of possible lead-based paint, radon, mold and other biological contaminants ("Environmental Contaminants")
104 which might exist and affect the Property. Environmental Contaminants at harmful levels may cause property damage and serious illness,
105 including but not limited to, allergic and/or respiratory problems, particularly in persons with immune system problems, young children
106 and/or the elderly.

107
108 Buyer is STRONGLY ADVISED to obtain inspections (see below) to fully determine the condition of the Property and its environmental
109 status. The ONLY way to determine if Environmental Contaminants are present at the Property at harmful levels is through inspections.

110
111 Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental Contaminants and related
112 and hold harmless all brokers, their companies and sales associates from any and all liability, including attorney's fees and
113 costs, arising out of or related to any inspection, inspection report, repair, disclosed defect or deficiency affecting the
114 Property, including Environmental Contaminants. This release shall survive the closing.

115
116 13. INSPECTIONS: (Check paragraph letter A or B)
117 A. BUYER RESERVES THE RIGHT TO HAVE THE PROPERTY INSPECTED (including Lead-Based Paint) independent of and in
118 addition to any inspections required by FHA, VA, or Buyer's lender(s). All inspections are to be at Buyer's expense (unless
119 noted otherwise or required by lender) by qualified inspectors or contractors selected by Buyer within the following time periods.
120 Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's inspections.

121
122 INSPECTION RESPONSE PERIOD: Buyer shall order all INDEPENDENT INSPECTIONS immediately after acceptance of the Purchase
123 Agreement. Buyer shall have 15 calendar days beginning the day following the date of acceptance of the Purchase
124 Agreement to respond to the inspection report(s) in writing to Seller (see "Buyer's Inspection Response").

125
1401 W. Glass Ellyn
Kendale, TX 75204

(Property Address and/or Initials)

Page 2 of 5 (Purchase Agreement)

Printed with 2004 Form by RE FormNet, LLC 10000 Glenview Road, Chantilly, Virginia 20151, 703.948.1000

Y.C.
[Signature]

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Inspections may include but are not limited to the condition of the following systems and components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, well/septic, water, wood-eating insects and organisms, lead-based paint (note: intact lead-based paint that is in good condition is not necessarily a hazard), radon (tested at lowest livable area either currently finished or unfinished), mold and other biological contaminants and/or the following:

If the initial inspection report reveals the presence of lead-based paint, radon or mold and other biological contaminants, then Buyer shall have 15 additional calendar days to order, receive and respond in writing to any additional reports.

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

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

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

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

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

15. TITLE APPROVAL: Prior to closing, Buyer shall be furnished an ALTA Title Insurance Commitment (if available) or an ALTA Title Insurance Commitment in the amount of purchase price or an abstract of title submitted to date showing marketable title to the Property in Seller's name. The cost shall be paid by Buyer Seller shared equally Seller to pay owner's policy and Buyer to pay mortgage policy other _____
Any encumbrances or defects in title must be removed and Seller must convey title free and clear of any encumbrances and title defects, with the exception of any mortgage assumed by Buyer, and any restrictions and easements of record which will not materially interfere with Buyer's intended use of the Property. Seller shall order the commitment immediately after mortgage approval other _____
Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the deed and vendor's affidavit), so that marketable title can be conveyed. A title company, at Buyer's request, can provide information about availability, desirability, coverage, and cost of various title insurance coverages and endorsements.

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

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

For purposes of paragraph A and B: if the tax rate and/or assessment for taxes assessed in the current year have not been determined at the closing of the transaction, the rate and/or assessment shall be assumed to be the same as the prior year for the purpose of such proration and credit for due but unpaid taxes, and this shall be a final settlement.

1601 W. Glenn Kilyn
Muncie, IN 47304

(Property Address and/or Block)

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Produced Pursuant to the Fair Housing Act, Equal Housing Opportunity, and the Equal Housing Opportunity Act.

X-C

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

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

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

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

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

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

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

21. **MISCELLANEOUS:**

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

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

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

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

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

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

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

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

I. This Agreement constitutes the sole and only agreement of the parties and supercedes any prior understandings or written or oral agreements between the parties regarding the transaction and cannot be changed except by their written consent.

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

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

Kyle W. Kilgore, ELLP
1061 W. Adams Street
Bloomington, IN 47404

(Property Address under Initials)
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- L. By signing below, the parties to this transaction acknowledge receipt of a copy of this Agreement and give their permission to a Multiple Listing Service, internet or other advertising media, if any, to publish information regarding this transaction.
- M. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed until this transaction is closed.
- N. Buyer and Seller consent to receive communications from Broker(s) via telephone, U.S. mail, email and facsimile at the number/address(es) provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the contrary.
- O. Buyer discloses to Seller that Buyer holds Indiana Real Estate License # _____
- P. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.6.

22. FURTHER CONDITIONS (List and attach any addenda):

- * No new Survey is required if Gollary have a previous survey.
- * Seller to install new roof prior to closing per mlc listing sheet. Old roof to be removed and new roof to be 25 year dimensional roof.
- * Subject to buyers receipt and execution of sellers disclosure and LOR forms within 24 hours after acceptance.
- * Buyer is pre-approved with Jay & David Mortgage 282-0507 -- See Attached Letter.

23. EXPIRATION OF OFFER: Unless accepted by Seller and delivered to Buyer by 6:00 A.M. P.M. 14th day of March, 2005, this Purchase Agreement shall be null and void and all parties shall be released of any and all liability or obligations.

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

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

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

Kandice A. Come 03/12/2005
 BUYER'S SIGNATURE DATE BUYER'S SIGNATURE DATE

Kandice A. Come
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(Check appropriate paragraph letter)

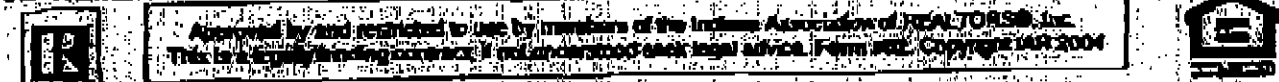
A. As the Seller(s) of the property described herein, the above terms and conditions are accepted this _____ day of _____, A.M. P.M. Noon.

B. The above offer is Rejected.

C. The above offer is Accepted this 14th day of MARCH, 2005, Seller should sign both the Purchase Agreement and this document.

Kevin A. Pollett
 SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE

Kevin A. Pollett
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SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE
State Form 46234 (R3 / 11-02)

Date (month, day, year)
10-10-04

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 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 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)
1601 W. GLENN ELLYN DRIVE

1. The following are in the conditions indicated:

A. APPLIANCES	As New	Defective	As Directed	Do Not Know
Built-in Vacuum System	✓			
Clothes Dryer	✓			
Clothes Washer	✓			
Dishwasher	✓			
Disposal	✓			
Freezer	✓			
Gas Grill	✓			
Hood	✓			
Microwave Oven	✓			
Oven			✓	
Range			✓	
Refrigerator			✓	
Room Air Conditioner(s)	✓			
Trash Compactor	✓			
TV Antenna / Dish				✓
Other:				

C. WATER / SEWER SYSTEM	As New	Defective	As Directed	Do Not Know
Cistern	✓			
Septic Field / Bod	✓			
Hot Tub				✓
Plumbing	✓			
Aerator System	✓			
Sump Pump	✓			
Irrigation Systems	✓			
Water Heater / Electric				
Water Heater / Gas	NEW	04		✓
Water Heater / Solar	✓			
Water Purifier	✓			
Water Softener	✓			
Well				✓
Other Sewer System (Explain)				✓
City				Yes No Do Not Know
Are the improvements connected to a public water system?	✓			
Are the improvements connected to a public sewer system?	✓			
Are there any additions that may require improvements to the sewage disposal system?				✓
If yes, have the improvements been completed on the sewage disposal system?				✓
Are the improvements connected to a private/community water system?				✓
Are the improvements connected to a private/community sewer system?				✓

B. ELECTRICAL SYSTEM	As New	Defective	As Directed	Do Not Know
Air Purifier	✓			
Burglar Alarm	✓			
Ceiling Fan(s)			✓	
Garage Door Opener / Controls			✓	
Inside Telephone Wiring and Blocks / Jacks				✓
Intercom	✓			
Light Fixtures			✓	
Sauna	✓			✓
Smoke / Fire Alarm(s)			✓	
Switches and Outlets	✓			
Vent Fan(s)	✓			
60 (100/200) Amp Service (Circle one)				
Remote GARAGE DOOR opener not included				

D. HEATING / COOLING SYSTEM	As New	Defective	As Directed	Do Not Know
Attic Fan	✓			
Central Air Conditioning	NEEDS FILTERS ADDED			well HAVE DONE
Hot Water Heat				✓
Furnace Heat / Gas				✓
Furnace Heat / Electric	✓			
Solar House-Heating	✓			
Woodburning Stove	✓			
Fireplace	✓			
Fireplace Insert	✓			
Air Cleaner	✓			
Humidifier	✓			
Propane Tank	✓			
Other Heating Source	✓			

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 any occupants or the property, and if not repaired, removed or replaced, would significantly shorten or adversely affect the expected normal life of the premises.

X K.C.

2. ROOF	YES	NO	DO NOT KNOW
Age, if known: <u>2</u> Years.			
Does the roof leak?			<input checked="" type="checkbox"/>
Is there present damage to the roof?			<input checked="" type="checkbox"/>
Is there more than one roof on the house?		<input checked="" type="checkbox"/>	
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?		<input checked="" type="checkbox"/>	
Explain:			



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

E. ADDITIONAL COMMENTS AND / OR EXPLANATIONS: (Use additional pages if necessary).
 I have previously lived in Home - moved in '99 property has been a rental since that time

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 11-16-04	Signature of Buyer <i>[Signature]</i>	Date 3/15/05
Signature of Seller	Date	Signature of Buyer	Date

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

PROPERTY ADDRESS: 1601 W Glenn Elliott

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;

OR

(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)

(I) 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 also mean "Salesperson/Agent".)

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 executed and/or delivered, if requested.

54	<u>Xandra Comer</u>	<u>3/15/05</u>	<u>X L A Pollett</u>	<u>11-10-04</u>
55	BUYER'S SIGNATURE	DATE	SELLER'S SIGNATURE	DATE
56			<u>X Terri A. Pollett</u>	
57	PRINTED		PRINTED	
58				
59	BUYER'S SIGNATURE	DATE	SELLER'S SIGNATURE	DATE
60				
61	PRINTED		PRINTED	
62			<u>Dobby Young</u>	<u>11/10/04</u>
63	SELLING BROKER	DATE	LISTING BROKER	DATE



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