

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

PURCHASE AGREEMENT
(UNIMPROVED PROPERTY)

1 Date: November 23, 2004

2
3 1. **BUYER:** Eugene L. & Bessie White ("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 Dalton Ave in
8 Delaware Township, Delaware County, Albany Indiana,
9 47320 (zip code), legally described as: Lots 9, 11 IN BLOCK 30
10 ALBANY LAND COMPANY'S SUBDIVISION TO THE TOWN OF ALBANY

11
12 3. **PRICE:** Buyer will pay the total purchase price of \$ 8,250.00 for the Property. If Buyer obtains an appraisal of
13 the Property, this Agreement is contingent upon the Property appraising at no less than the agreed upon purchase price.

14
15 4. **EARNEST MONEY:** Buyer submits \$ 500.00 as earnest money which shall be applied to the purchase price.
16 The listing broker shall deposit earnest money received into its escrow account within two (2) banking days of acceptance of
17 this Agreement and hold it until time of closing the transaction or termination of this Agreement. If Buyer fails for any reason to
18 submit earnest money, Seller may terminate this Agreement. Earnest money shall be returned promptly in the event this offer
19 is not accepted. If this offer is accepted and Buyer fails or refuses to close the transaction, without legal cause, the earnest
20 money shall be retained by Seller for damages the Seller has or will incur, and Seller retains all rights to seek other legal and
21 equitable remedies. The Broker holding any earnest money is absolved from any responsibility to make payment to the Seller
22 or Buyer unless the parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in
23 876 IAC 1-1-23 (release of earnest money). Upon notification that Buyer or Seller intends not to perform, Broker holding the
24 earnest money may release the earnest money as provided in this Agreement. If no provision is made in this Agreement,
25 Broker may send to Buyer and Seller notice of the disbursement by certified mail. If neither Buyer nor Seller enters into a
26 mutual release or initiates litigation within sixty (60) days of the mailing date of the certified letter, Broker may release the
27 earnest money to the party identified in the certified letter. Buyer and Seller agree to hold the Broker harmless from any
28 liability, including attorney's fees and costs, for good faith disbursement of earnest money in accordance with this Agreement
29 and licensing regulations.

30
31 5. **METHOD OF PAYMENT:** (Check appropriate paragraph letter)

- 32 **A. CASH:** The entire purchase price shall be paid in cash and no financing is required.
33
34 **B. NEW MORTGAGE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a
35 Conventional Insured Conventional Other: _____ first
36 mortgage loan for _____ % of purchase price, payable in not less than _____ years, with an original rate of
37 interest not to exceed _____ % per annum and not to exceed _____ points. Buyer shall pay all costs of
38 obtaining financing, except _____
39
40

41
42 _____ Notwithstanding any other
43 provisions of this Agreement, any inspections and charges, which are required to be made and charged to Buyer or
44 Seller by the lender, mortgage insurer, or closing agent, shall be made and charged in accordance with their
45 prevailing rules or regulations and shall supersede any provisions of this Agreement.

- 46
47 **C. ASSUMPTION:** (Attach Financing Addendum)
48
49 **D. CONDITIONAL SALES CONTRACT:** (Attach Financing Addendum)
50
51 **E. OTHER METHOD OF PAYMENT:** (Attach Financing Addendum)

52
53 6. **TIME FOR OBTAINING FINANCING:** Buyer agrees to make written application for any financing necessary to complete this
54 transaction or for approval to assume the unpaid balance of the existing mortgage within _____ days after the
55 acceptance of this Agreement and to make a diligent effort to meet the lender's requirements and to obtain financing in
56 cooperation with the Broker and Seller. No more than _____ days after the acceptance of the Agreement shall be
57 allowed for obtaining favorable written commitment(s) or mortgage assumption approval. If a commitment or approval is not
58 obtained within the time specified above, this Agreement shall terminate unless an extension of time for this purpose is
59 mutually agreed to in writing.

(Property Address and/or Initials)

B.W.
P.P.W.

80 7. **CLOSING:** The closing of the sale (the "Closing Date") shall be on or before January 10, 2005, or
81 within days after , whichever is later or
82 this Agreement shall terminate unless an extension of time is mutually agreed to in writing. The closing fee shall be paid by
83 Buyer Seller shared equally.
84

85 8. **POSSESSION:** The possession of the Property shall be delivered to Buyer at closing or within
86 days after closing or on or before
87 All crops planted upon the Property prior to
88 shall belong to Seller, and Seller shall have access to the Property for the purpose of harvesting crops. All other crops
89 belong to Buyer.
90

91 **A. Maintenance of Property:** Seller shall maintain the Property in its present condition until its possession is delivered
92 to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to closing to
93 determine whether Seller has complied with this paragraph.
94

95 **B. Casualty Loss:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller.
96 In the event any damage or destruction is not fully repaired prior to closing, Buyer, at Buyer's option, may either (a)
97 terminate this Agreement or (b) elect to close the transaction, in which event Seller's right to all insurance
98 proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.
99

100 **C. Utilities/Municipal Services:** Seller shall pay for all municipal services and public utility charges through the day of
101 possession.
102

103 9. **SURVEY:** Buyer shall receive a (check ONE) SURVEYOR LOCATION REPORT, which is a survey where corner
104 markers are not set; BOUNDARY SURVEY, which is a survey where corner markers of the Property are set prior to
105 closing; WAIVED, no survey required at (Check ONE) BUYER'S expense; SELLER'S expense. The
106 survey shall (1) be received prior to closing and certified as of a current date, (2) be reasonably satisfactory to Buyer, (3)
107 show the location of all improvements and easements, and (4) show the flood zone designation of the Property.
108

109 10. **FLOOD AREA/OTHER:** Buyer may may not terminate this Agreement if the Property requires flood insurance or Buyer
110

111 11. **INSPECTIONS:** (Check paragraph letter A or B)
112

113 **A. BUYER RESERVES THE RIGHT TO HAVE THE PROPERTY INSPECTED** independent of and in addition to any
114 inspections required by FHA, VA, or Buyer's lender(s). All inspections are to be at Buyer's expense (unless noted
115 otherwise or required by lender) by qualified inspectors or contractors selected by Buyer within the following time
116 periods.
117

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

122 Inspections may include but are not limited to soil conditions, site suitability, availability of utility services, including private
123 sewer and well, if applicable, a hazardous waste audit and/or the following:
124

125 **B. BUYER HAS BEEN MADE AWARE THAT INDEPENDENT INSPECTIONS DISCLOSING THE CONDITION OF**
126 **THE PROPERTY ARE AVAILABLE AND HAS BEEN AFFORDED THE OPPORTUNITY TO REQUIRE SUCH**
127 **INSPECTIONS AS A CONDITION OF THE AGREEMENT. However, Buyer waives inspections and relies upon**
128 **the condition of the Property based upon Buyer's own examination and releases the Seller, the Listing and**
129 **Selling Brokers and all salespersons associated with Brokers from any and all liability relating to any defect**
130 **or deficiency affecting the Property, which release shall survive the closing. Inspections required by a**
131 **lender in connection with a mortgage loan are not included in this waiver.**
132

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

(Property Address and/or Initials)

B.W.
White
EPA

127 12. **TITLE APPROVAL:** Prior to closing, Buyer shall be furnished an ALTA 98 Title Insurance Commitment (if available)
128 or an ALTA 92 Title Insurance Commitment in the amount of purchase price or an abstract of title continued to
129 date showing marketable title to the Property in Seller's name. The cost shall be paid by Seller shared equally
130 Seller to pay owner's policy and Buyer to pay mortgage policy. Any encumbrances or defects in title must be removed
131 and Seller must convey title free and clear of any encumbrances and title defects, with the exception of any mortgage assumed
132 by Buyer and any restrictions and easements of record which will not materially interfere with Buyer's intended use of the
133 Property. Seller shall order the commitment immediately after mortgage approval other: _____
134 _____ . Seller agrees to pay the cost of obtaining all other documents necessary to perfect title
135 (including the cost of the deed and vendor's affidavit), so that marketable title can be conveyed. A title company, at Buyer's
136 request, can provide information about availability, desirability, coverage, and cost of various title insurance coverages and
137 endorsements.

138
139 13. **TAXES: (Check paragraph letter A or B)**

140
141 A. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on May 10
142 2005, and all taxes due thereafter. At or before closing, Seller shall pay all taxes for the Property payable
143 before that date.

144
145 B. All taxes assessed for any prior calendar year and remaining unpaid shall be paid by Seller, and all taxes assessed
146 for the current calendar year shall be prorated between Seller and Buyer on a calendar-year basis as of the day
147 immediately prior to the Closing Date.

148
149 **For purposes of paragraph A and B:** If the tax rate and/or assessment for taxes assessed in the current year have not been
150 determined at the closing of the transaction, the rate and/or assessment shall be assumed to be the same as the prior year
151 for the purpose of such proration and credit for due but unpaid taxes, and this shall be a final settlement.

152
153 14. **PRORATIONS AND SPECIAL ASSESSMENTS:** Insurance, if assigned to Buyer, interest on any debt assumed or taken
154 subject to, any rents, all other income and ordinary operating expenses of the Property, including but not limited to, public
155 utility charges, shall be prorated as of the day prior to the Closing Date. Seller shall pay any special assessments applicable
156 to the Property for municipal improvements previously made to benefit the Property. Seller warrants that Seller has no
157 knowledge of any planned improvements which may result in assessments and that no governmental or private agency has
158 served notice requiring repairs, alterations or corrections of any existing conditions. Public or municipal improvements which
159 are not completed as of the date above but which will result in a lien or charge shall be paid by Buyer. Buyer will assume and
160 pay all special assessments for municipal improvements completed after the date of this Agreement.

161
162 15. **TIME:** Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the Purchase
163 Agreement are calendar days and shall expire at midnight of the date stated unless the parties agree in writing to a different
164 date and/or time.

165
166 16. **COMMUNITY ASSOCIATION:** Documents for a mandatory membership association shall be delivered by the Seller to Buyer
167 within _____ days after acceptance of this Agreement. If the Buyer does not make a written response to the
168 documents within _____ days after receipt, the documents shall be deemed acceptable. In the event the Buyer does
169 not accept the provisions in the documents and the provisions cannot be waived, this Agreement may be terminated by the
170 Buyer and the earnest money deposit shall be refunded to Buyer promptly. Any approval of sale required by the Association
171 shall be obtained by the Seller, in writing, within _____ days after Buyer's approval of the documents.
172 Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable. Buyer
173 shall therefore be responsible to become fully acquainted with neighborhood and other off-site conditions that
174 could affect the Property.

175
176 17. **PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS RECORDED PLATS AND EASEMENTS:** If the Property is
177 subject to and affected by certain recorded protective restrictions, covenants, limitations and easements ("Covenants"), Seller
178 shall furnish to Buyer a copy of the Covenants by the time evidence of title is provided. If the Property is in a recorded
179 subdivision, then Seller shall furnish to Buyer a copy of the recorded plat, amendments and replats.

180
181 18. **ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable proceeding against any
182 other party brought under or with relation to the Agreement or transaction shall be additionally entitled to recover court costs
183 and reasonable attorney's fees from the non-prevailing party.

184
185 19. **ENVIRONMENTAL REPRESENTATIONS OF SELLER.** To Seller's best knowledge, based on an inquiry of those persons
186 directly responsible for gathering the information, there does not currently exist any actual or potential contamination of the
187 soil, subsoil, ground water, or any other portion of the Property by any hazardous or toxic substance or their constituents, or
188 any underground tanks on the Property other than for the use of motor fuel or heating oil for use and consumption of Seller on
189 the premises, and no environmental filings have been made concerning the Property with any governmental agency.

(Property Address and/or Initials)

B.W
Wiler
EPL

190 To Seller's best knowledge, based on an inquiry of those persons directly responsible for gathering information, Seller has
191 complied at all times with all applicable federal, state and local environmental laws and regulations, including without
192 limitation, the Indiana Responsible Property Transfer Law, as amended, the Comprehensive Environmental Response,
193 Compensation and Liability Act, as amended, the Resource Conservation and Recovery Act, as amended, the Toxic
194 Substance Control Act, Superfund Amendments and Reauthorization Act of 1986, any of the regulations under them, and any
195 other federal statute and any state statute or municipal ordinance creating liability for the treatment, storage, disposal,
196 arranging, or the existence on the Property of any hazardous or toxic substance, including their constituents. If required,
197 Seller shall timely furnish to Buyer an environmental disclosure statement complying with the Indiana Responsible Property
198 Transfer Law.

199
200 **20. MISCELLANEOUS:**

- 201
- 202 A. Unless otherwise provided, any proration for rent, taxes, insurance, damage deposits, association
- 203 dues/assessments, or any other items shall be computed through the date of closing.
- 204
- 205 B. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence insurance.
- 206
- 207 C. The Indiana Sheriff's Sex Offender Registry exists (www.indianasheriffs.org) to inform the public about the identity, location and
- 208 appearance of sex offenders residing within Indiana. Broker is not responsible for providing or verifying this information.
- 209
- 210 D. Conveyance of this Property shall be by general Warranty Deed, or by _____,
- 211 _____, subject to taxes, easements,
- 212 restrictive covenants and encumbrances of record, unless otherwise agreed.
- 213
- 214 E. Seller represents and warrants that Seller is not a "foreign person" (individual or entity) and, therefore, is not subject
- 215 to the Foreign Investment in Real Property Tax Act.
- 216
- 217 F. Any notice required or permitted to be delivered, shall be deemed received when personally delivered, transmitted
- 218 electronically or digitally or sent by express courier or United States mail, postage prepaid, certified and return receipt
- 219 requested, addressed to Seller or Buyer or the designated agent of either party.
- 220
- 221 G. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is binding
- 222 upon the parties' respective heirs, executors, administrators, legal representatives, successors, and assigns.
- 223
- 224 H. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the
- 225 invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
- 226
- 227 I. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or
- 228 written or oral agreements between the parties respecting the transaction and cannot be changed except by their
- 229 written consent.
- 230
- 231 J. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.
- 232
- 233 K. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders,
- 234 loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty
- 235 companies. Broker(s) does not guarantee the performance of any service provider. Buyer and Seller are free to
- 236 select providers other than those referred or recommended to them by Broker(s).
- 237
- 238 L. By signing below, the parties to this transaction acknowledge receipt of a copy of this Agreement and give their
- 239 permission to a Multiple Listing Service, Internet or other advertising media, if any, to publish information regarding
- 240 this transaction.
- 241
- 242 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
- 243 this transaction is closed.
- 244
- 245 N. Buyer and Seller consent to receive communications from Broker(s) via telephone, U.S. mail, email and facsimile at
- 246 the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the contrary.
- 247
- 248 O. Buyer discloses to Seller that Buyer is licensed and holds License # _____.
- 249
- 250 P. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.6.

(Property Address and/or Initials)

BW
White
EPA

251 21. FURTHER CONDITIONS AND ZONING REQUIREMENTS:
252 _____
253 _____
254 _____
255 _____
256 _____
257 _____
258 _____
259 _____
260 _____
261 _____

262 22. EXPIRATION OF OFFER: Unless accepted by Seller and delivered to Buyer by 9:00 A.M.
263 P.M. Noon the 29th day of November, 2004, this Purchase
264 Agreement shall be null and void and all parties shall be relieved and released of any and all liability or obligations.
265

266 23. CONSULT YOUR ADVISORS: Buyer and Seller acknowledge they have been advised that, prior to signing this document,
267 they may seek the advice of an attorney for the legal or tax consequences of this document and the transaction to which it
268 relates. In any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer,
269 environmental engineer, or other person, with experience in evaluating the condition of the Property.
270

271 24. ACKNOWLEDGEMENTS: Buyer and Seller acknowledge that each has received agency office policy disclosures, has had
272 agency explained and now confirms all agency relationships. Buyer and Seller further acknowledge that they understand and
273 accept agency relationships involved in this transaction. By signature below, the parties verify that they understand and
274 approve this Purchase Agreement and acknowledge receipt of a signed copy.
275

276 This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original,
277 but all of which together shall constitute one and the same instrument. The parties agree that this Agreement may be
278 transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted signatures
279 constitute original signatures and are binding on the parties. The original document shall be promptly delivered, if requested.
280

281
282 [Signature] 11/23/2004 [Signature] 11/23/2004
283 BUYER'S SIGNATURE DATE BUYER'S SIGNATURE DATE

284
285
286 PRINTED PRINTED

287 (Check appropriate paragraph letter)

288 A. As the Seller(s) of the property described herein, the above terms and conditions are accepted this 24th day of
289 NOVEMBER, at 2:45 A.M. P.M. Noon.

290 B. The above offer is Rejected.

291 C. The above offer is Countered this _____ day of _____, _____ Seller should sign both the Purchase
292 Agreement and the Counter Offer.

293
294
295 [Signature]
296 SELLER'S SIGNATURE SELLER'S SIGNATURE

297 WILLIAM G. BRUNS
298 PRINTED PRINTED
299 P.R. of STATE OF MARYLAND, DECEASED.



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(Property Address and/or Initials)

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 November 23, 2004

A. BUYER/TENANT ("Buyer"): Eugene L. & Bessie White

B. SELLER/LANDLORD ("Seller"): Estate of Mabel Moore

C. SUBJECT PROPERTY ("Property"): ALCO 9 E 11 - Dalton Ave

Albany IN 47320

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

("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.

Page 1 of 2 (Limited Agency Agreement) (Property Address and/or Initials)

B.W
White
EPW

57 **H. CANCELLATION:** If the Seller and Buyer do not enter into an agreement relating to the Property or if the
58 transaction fails to close, Seller and Buyer agree that this Agreement is automatically cancelled and the
59 Licensee's role of limited agent is terminated.
60

61 By signature below, the parties verify that they understand and approve this Limited Agency
62 Agreement and acknowledge receipt of a signed copy. This Agreement may be executed
63 simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of
64 which together shall constitute one and the same instrument. The parties agree that this Agreement
65 may be transmitted between them electronically or digitally. The parties intend that electronically or digitally
66 transmitted signatures constitute original signatures and are binding on the parties. The original document
67 shall be promptly delivered, if requested.

X Eugene L White 11/23/2004
BUYER'S SIGNATURE DATE

PRINTED

X Bessie White 11/23/04
BUYER'S SIGNATURE DATE

PRINTED

William G Brun 11/23/2004
SELLER'S SIGNATURE DATE

WILLIAM G. BRUNS
PRINTED D.R. REALTY OF
MADISON, MOORE

SELLER'S SIGNATURE DATE

PRINTED



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Eugene L. White
Bessie White
450 N. Parker Ave.
Albany, Ga 47890-1858

71-7088/2749
1226023215

David

3096



**mutual federal
savings bank**

Five hundred dollars or

\$ 500.00

 Federal Reserve
Member Since 1914

Eugene L. White

MP

⑆ 27797068 ⑆ 1226023215 ⑆ 3096

FEDERAL RESERVE

12/22/04