

Listing Broker (Co.) Reed Realty ( ) By Pam Edwards ( )  
office code individual code  
Selling Broker (Co.) ERA Eagle Real Estate Inc. ( ) By Patrick Orr Team ( )  
office code individual code

## PURCHASE AGREEMENT (IMPROVED PROPERTY)

1 Date: December 9, 2004

2  
3 1. **BUYER:** Lawrence Allen Gregory ("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 405 S. Olive  
8 in Monroe Township, Randolph County, Farmland,  
9 Indiana, 47340 (zip code) legally described as: Elmwood Add Lot 20 & 21

10  
11 together with any existing permanent improvements and fixtures attached (**unless leased**), such as, but not limited to,  
12 electrical and/or gas fixtures, heating and central air-conditioning equipment and all attachments thereto, built-in kitchen  
13 equipment, sump pump, water softener, gas grills, fireplace inserts, gas logs and grates, central vacuum equipment, window shades/blinds,  
14 curtain rods, drapery poles and fixtures, ceiling fans and light fixtures, towel racks and bars, storm doors, windows, awnings, TV antennas,  
15 satellite dishes and controls, storage barns, all landscaping, mailbox, garage door opener with control(s) AND THE FOLLOWING: \_\_\_\_\_  
16  
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 \$ 52,000.00 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 30 years, with an original rate of  
51 interest not to exceed 6.000 % per annum and not to exceed zero 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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- 60  C. ASSUMPTION: (Attach Financing Addendum)  
61  D. CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)  
62  E. OTHER METHOD OF PAYMENT: (Attach Financing Addendum)  
63

64 6. **TIME FOR OBTAINING FINANCING:** Buyer agrees to make written application for any financing necessary to complete this  
65 transaction or for approval to assume the unpaid balance of the existing mortgage within 5 days after the acceptance  
66 of this Agreement and to make a diligent effort to meet the lender's requirements and to obtain financing in cooperation with  
67 the Broker and Seller. No more than 25 days after acceptance of the Agreement shall be allowed for obtaining  
68 favorable written commitment(s) or mortgage assumption approval. If a commitment or approval is not obtained within the time  
69 specified above, this Agreement shall terminate unless an extension of time for this purpose is mutually agreed to in writing.  
70

71 7. **CLOSING:** The closing of the sale (the "Closing Date") shall be on or before January 15, 2005, or  
72 within 15 days after mortgage approval, whichever is later or this Agreement shall terminate unless an  
73 extension of time is mutually agreed to in writing. The closing fee shall be paid by  BUYER  SELLER  shared equally.  
74

75 8. **POSSESSION:**

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

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

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

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

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

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

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

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

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

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

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

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

124 **INSPECTION/RESPONSE PERIOD:** Buyer shall order all INDEPENDENT INSPECTIONS immediately after acceptance of the Purchase  
125 Agreement. Buyer shall have 10 calendar days beginning the day following the date of acceptance of the Purchase  
126 Agreement to respond to the inspection report(s) in writing to Seller (see "Buyer's Inspection Response").

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

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

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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).

- 259 L. By signing below, the parties to this transaction acknowledge receipt of a copy of this Agreement and give their permission to a  
 260 Multiple Listing Service, Internet or other advertising media, if any, to publish information regarding this transaction.  
 261  
 262 M. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed until this transaction  
 263 is closed.  
 264  
 265 N. Buyer and Seller consent to receive communications from Broker(s) via telephone, U.S. mail, email and facsimile at the  
 266 numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the contrary.  
 267  
 268 O. Buyer discloses to Seller that Buyer is licensed and holds License # \_\_\_\_\_  
 269  
 270 P. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.  
 271

272 **22. FURTHER CONDITIONS:** \_\_\_\_\_  
 273 \_\_\_\_\_  
 274 \_\_\_\_\_  
 275 \_\_\_\_\_  
 276 \_\_\_\_\_  
 277 \_\_\_\_\_  
 278 \_\_\_\_\_  
 279 \_\_\_\_\_  
 280 \_\_\_\_\_  
 281 \_\_\_\_\_  
 282 \_\_\_\_\_

283 **23. EXPIRATION OF OFFER:** Unless accepted by Seller and delivered to Buyer by 5:00  A.M.  P.M.  Noon, the 13th  
 284 day of December, 2004, 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 *Lawrence Allen Gregory* 12/09/2004  
 303 BUYER'S SIGNATURE DATE BUYER'S SIGNATURE DATE  
 304  
 305 Lawrence Allen Gregory  
 306 PRINTED PRINTED  
 307

- 308 (Check appropriate paragraph letter)  
 309  
 310  A. As the Seller(s) of the property described herein, the above terms and conditions are accepted this \_\_\_\_\_ day of  
 311 \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_  A.M.  P.M.  Noon.  
 312  
 313  B. The above offer is Rejected.  
 314  
 315  C. The above offer is Countered this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. Seller should sign both the Purchase  
 316 Agreement and the Counter Offer.  
 317

318  
 319 SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE  
 320  
 321  
 322 PRINTED PRINTED



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 This is a legally binding contract, if not understood seek legal advice. **Form #02.** Copyright IAR 2003



468-8463 PAM

COUNTER OFFER # 1

1 4:30  A.M.  P.M. December 15, 2004

2  
3 The undersigned makes the following Counter Offer to the Purchase Agreement dated December 9, 2004  
4 concerning property commonly known as 405 S. Olive Street  
5 in Manroe Township, Randolph County, Farmland  
6 Indiana between: Roger D & Sorona S Bond as Seller(s)  
7 and Lawrence Allen Gregory as Buyer(s).

8  
9  
10 Line #24 purchase price to be \$54,500.00

11  
12  
13 offer subject to U.G.I.C. approval & subject to  
14 both seller's signing. a note to pay the loss amount  
15 to U.G.I.C.

25 **Note: Seller has the right to accept any other offer and buyer has the right to withdraw any offer prior to written**  
26 **acceptance and delivery of such offer/counter offer.**

27 **All other terms and conditions of the Purchase Agreement and all previous Counter Offers shall remain in effect except**  
28 **as modified by this Counter Offer.**

30 This Counter Offer # 1 is void if not accepted in writing on or before 5:00  A.M.  P.M.  Noon  
31 on December 21, 2004

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

37  
38 Roger D Bond 12-15-04 Sorona Bond 12-17-04  
39  SELLER  BUYER SIGNATURE DATE  SELLER  BUYER SIGNATURE DATE  
40  
41 Roger D. Bond Sorona Bond  
42 PRINTED PRINTED

ACCEPTANCE OF COUNTER OFFER # \_\_\_\_\_

45 The above Counter Offer # 1 is accepted at 245  A.M.  P.M.  Noon  
46 12/20, 04. Receipt of a signed copy of this Counter Offer is acknowledged.

47  
48 Lawrence Allen Gregory  
49  SELLER  BUYER SIGNATURE DATE  SELLER  BUYER SIGNATURE DATE  
50  
51  
52 PRINTED PRINTED



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# GMAC

## Residential

Loan Program: Conventional  
 Maximum Interest Rate: 7  
 Maximum PITI: 400  
 Processing Style: FFD  
 Loan Amount: \$ 33500  
 Loan Term: 360 months  
 LTV: 80 % CLTV: 80 %  
 Subject Property:

Field Code Changed

TBD

10/28/04

Allen Gregory  
 9663 W Windsor  
 Farmland In 47340

Dear Allen

GMAC Mortgage is pleased to issue this credit approval based upon the terms noted above and subject to the conditions noted below and is valid through 12/28/04.

Should you need to extend this credit approval beyond 12/28/04, updated information may be necessary. If there is any change in the status of your loan request which affects this credit approval (e.g., income, credit, employment, asset status pertaining to you or any co-borrower), we reserve the right to review any change and base our decision on the new updated information.

Listed below are conditions of your credit approval that apply. Please call us if you have any questions.

Check those that apply:

- Private Mortgage Insurance (PMI) must be obtained which provides coverage of %.
- Verification of Rent or Land Contract with no 30-day late payments made in the last 12 months.
- Fully executed Purchase Agreement (including all amendments) for the Subject Property with a Sales Price not to exceed \$ 33500.
- Credits to Borrower(s) allowed up to 6% of the loan amount for closing costs (not to exceed actual costs).
- Payoff all liens of record on the Subject Property.
- No cash out to Borrower(s).
- The receipt by Borrower(s) of incidental cash from the mortgage loan closing is limited to the lesser of \$2,000 or 2% of the loan amount in the case of a conventional conforming loan (specify loan amount)\$ and 1% of the loan amount in the case of a conventional non-conforming loan (specify loan amount)\$
- Evidence the following debts have been paid in full:
- Fully executed/recorded subordination agreement for
- Standard telephone verification of employment for Allen for current employer.
- Copy of the most recent paycheck stub for Allen for current employer. Verified income must not be less than \$5200 per month (Base Salary).
- Copy of W-2's for year(s) for (Borrower/Co-Borrower) for all jobs worked during the time period. Verified income must not be less than \$ per month (Base Salary).
- Verification of other income: Social Security, Pension, Alimony, Child Support. Must verify a continuance of monthly income in the amount of \$ for a minimum of three years.
- Copies of the most recent account statements for the following accounts: FMB  
 Balance must support \$15000, with no large deposits or NSF charges.
- Evidence of receipt of gift funds in the amount of \$ (acceptable forms of evidence are a copy of the canceled check or a copy of the check and borrower's deposit slip).
- Verification of Gift and Donor's Ability form signed by donor indicating a gift in the amount of \$ , certifying no obligation to repay.

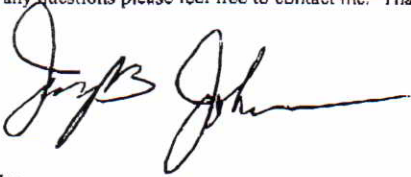
- Fully Executed HUD 1 Settlement Statement for property located at \_\_\_\_\_ to reflect net proceeds in the amount of \$ \_\_\_\_\_.
- Copy of Divorce Decree or Separation Agreement to verify:
- Copy of executed rental lease agreement for property located at \_\_\_\_\_ to reflect a rental amount of \$ \_\_\_\_\_ per month for a minimum of one year term.
- Acceptable Appraisal Report for Subject Property reflecting a property value of not less than \$33500, reported on FNMA form #2055. Any appraisal conditions must be completed and re-inspected prior to loan closing.
- If Subject Property is a Condominium/Cooperative, project must meet all Condominium/Cooperative eligibility requirements of GMAC Mortgage. Condominium/Cooperative questionnaire is required. If property is new construction, all GMAC Mortgage required criteria must be met for classification as an eligible property.
- A Title Insurance Policy must be provided at least 7 days prior to closing insuring the mortgage as a valid first lien, subject only to exceptions approved by GMAC Mortgage Corporation with affirmative insurance on such matters as GMAC Mortgage Corporation may require.

- Other conditions:  
\_\_\_\_\_
- Other conditions:  
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- Other conditions:  
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- Other conditions:  
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As noted above, this approval is for credit purposes only. Final loan approval will be based on: (1) satisfaction of any conditions pertaining to your credit approval; (2) a determination by GMAC Mortgage that the Subject Property intended to be used as security for the loan meets the underwriting criteria of GMAC Mortgage; and (3) satisfaction of any GMAC Mortgage underwriting conditions. You will receive a mortgage loan commitment confirming the terms and conditions of your loan approval.

Should you have any questions please feel free to contact me. Thank you for choosing GMAC Mortgage Corporation for the financing of your home.

Sincerely,



Jay B Johnson  
3603 Everbrook Ln  
Muncie In 47304  
(765)282-0507

Borrower Acceptance \_\_\_\_\_