



MAY. 11. 2006 2:53PM

ERA Eagle Real Estate, Inc.

May 11 2006

12:10U. 9433 P. U.P. 2

MAY. 11. 2006 12:10PM

ERA Eagle Real Estate, Inc.

NO. 9418 P. 2

COUNTER OFFER # A

A.M.  P.M. 5-11-06

The undersigned makes the following Counter Offer to the Purchase Agreement dated 5-9-06 concerning property commonly known as 3 Clemons Ct. in HOXING Township, BLACKFORD County, WATERBURY CITY Indiana between: JESSE MEGAN LITTLE as Seller(s) and MARK - DEBORAH HENSEL as Buyer(s).

~~PACKAGE TO BE \$89,900.00~~  
~~SEVER WILL PAY UP TO \$1,500.00 TOWARDS BUYER'S CLOSING COSTS~~  
~~REFRIGERATOR NOT TO REMAIN WITH THE PROPERTY~~  
~~SEVER WILL LEAVE THE RIDING LAWN MOWER~~

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 # A is void if not accepted in writing on or before 12:00  A.M.  P.M.  Noon on 5-12-06



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 by facsimile machine. The parties intend that faxed signatures constitute original signatures and are binding on the parties. The original document shall be promptly delivered, if requested.

Jesse Little Megan Little  
 SELLER  BUYER SIGNATURE DATE 5/11/06  
Jesse Little Megan Little  
PRINTED PRINTED

ACCEPTANCE OF COUNTER OFFER # One

The above Counter Offer # One is accepted at 3:00  A.M.  P.M.  Noon

Mark Hensel Jane Hensel  
 SELLER  BUYER SIGNATURE DATE 5-11-06  
MARK HENSEL JANE HENSEL  
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Listing Broker (Co.) ERA Eagle Real Estate Inc. ( ) By Rodney Rouch ( )  
 office code Individual code  
 Selling Broker (Co.) ERA Eagle Real Estate Inc. ( ) By Patrick Orr ( )  
 office code Individual code

**PURCHASE AGREEMENT  
(IMPROVED PROPERTY)**

1 Date: May 9, 2006

2  
 3 1. **BUYER:** Mark Duane Hendsel, Deborah Jane Hendsel ("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 7 Clamme Court  
 8 in Licking Township, Blackford County, Hartford City  
 9 Indiana, 47348 (zip code) legally described as: Shamrock Lakes 6th Lot 124 ONLY

10  
 11 together with any existing permanent improvements and fixtures attached (unless leased), such as, but not limited to, electrical and/or gas  
 12 fixtures, home heating fuel, heating and central air-conditioning equipment and all attachments thereto, built-in kitchen equipment, sump  
 13 pump, water softener, water purifier, 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: Refrig  
 16 erator, Riding mower, window coverings to remain. Price for aquarium is of  
 17 interest, if seller would consider selling.  
 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 \$ 89,900.00 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 upon acceptance as earnest money which shall be applied to the purchase  
 30 price. The listing broker shall deposit earnest money received into its escrow account within two (2) banking days of acceptance of  
 31 this Agreement and hold it until time of closing the transaction or termination of this Agreement. If Buyer fails for any reason to  
 32 submit earnest money, Seller may terminate this Agreement. Earnest money shall be returned promptly in the event this offer  
 33 is not accepted. If this offer is accepted and Buyer fails or refuses to close the transaction, without legal cause, the earnest  
 34 money shall be retained by Seller for damages the Seller has or will incur, and Seller retains all rights to seek other legal and equitable  
 35 remedies. The Broker holding any earnest money is absolved from any responsibility to make payment to the Seller or Buyer  
 36 unless the parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in 876 IAC 1-1-23  
 37 (release of earnest money). Upon notification that Buyer or Seller intends not to perform, Broker holding the earnest money may release  
 38 the earnest money as provided in this Agreement. If no provision is made in this Agreement, Broker may send to Buyer and Seller notice  
 39 of the disbursement by certified mail. If neither Buyer nor Seller enters into a mutual release or initiates litigation within sixty (60) days of  
 40 the mailing date of the certified letter, Broker may release the earnest money to the party identified in the certified letter.  
 41 Buyer and Seller agree to hold the Broker harmless from any liability, including attorney's fees and costs, for good faith  
 42 disbursement of earnest money in accordance with this Agreement and licensing regulations.  
 43

44 5. **METHOD OF PAYMENT: (Check appropriate paragraph letter)**  
 45  
 46  A. CASH: The entire purchase price shall be paid in cash and no financing is required.  
 47  B. NEW MORTGAGE: Completion of this transaction shall be contingent upon the Buyer's ability to obtain a  
 48  
 49  Conventional  Insured Conventional  FHA  VA  Other: \_\_\_\_\_ first  
 50 mortgage loan for \_\_\_\_\_ % of purchase price, payable in not less than \_\_\_\_\_ years, with an original rate of  
 51 interest not to exceed \_\_\_\_\_ % per annum and not to exceed \_\_\_\_\_ points. Buyer shall pay all costs of  
 52 obtaining financing, except purchaser's request seller to contribute up to \$1,500 towards  
 53 purchaser's closing costs and prepaids at closing.  
 54  
 55

56 **CLOSING FEE, SURVEY AND TITLE INSURANCE COSTS ARE NOT INCLUDED ABOVE.** Any inspections and charges which are  
 57 required to be made 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 Agreement.

7 Clamme Court, Hartford City, IN 47348  
 (Property Address)

- 59  C. ASSUMPTION: (Attach Financing Addendum)  
60  D. CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)  
61  E. OTHER METHOD OF PAYMENT: (Attach Financing Addendum)  
62

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.  
69

70 7. **CLOSING:** The closing of the sale (the "Closing Date") shall be on or before June 30, 2006, or  
71 within 10 days after Close of 1919 Gilman, Muncie, 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 8. **POSSESSION:**

75  
76 A. The possession of the Property shall be delivered to Buyer  at closing  within \_\_\_\_\_ days after closing or  on or before  
77 \_\_\_\_\_ if closed. For each day Seller is entitled to possession after closing, Seller shall pay to Buyer  
78 at closing \$ \_\_\_\_\_ per day. If Seller does not deliver possession by the date required in the first sentence  
79 of this paragraph, Seller shall pay Buyer \$ 50.00 per day as liquidated damages until possession  
80 is delivered to Buyer; and Buyer shall have all other legal and equitable remedies available against the Seller.

81 B. **Maintenance of Property:** Seller shall maintain the Property in its present condition until its possession is delivered to Buyer, subject  
82 to repairs in response to any inspection. Buyer may inspect the Property prior to closing to determine whether Seller has complied  
83 with this paragraph. Seller shall remove all debris and personal property not included in the sale.

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

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

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

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

99 11. **HOMEOWNER'S INSURANCE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a favorable written  
100 commitment for homeowner's insurance within 15 days after acceptance of this Agreement.  
101

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

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

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

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

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

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

7 Clamme Court, Hartford City, IN 47348  
(Property Address)

126 Inspections may include but are not limited to the condition of the following systems and components: heating, cooling,  
127 electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, well/septic, water, wood-eating insects and  
128 organisms, lead-based paint (note: intact lead-based paint that is in good condition is not necessarily a hazard), radon (tested at  
129 lowest livable area either currently finished or unfinished), mold and other biological contaminants and/or the following:  
130  
131

132  
133 If the initial inspection report reveals the presence of lead-based paint, radon or mold and other biological contaminants, then  
134 Buyer shall have 15 additional days to order, receive and respond in writing to any additional reports.  
135

136 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  
137 applicable Inspection/Response Period, the Property shall be deemed to be acceptable. If the Buyer reasonably believes that  
138 the Inspection Report reveals a MAJOR DEFECT with the Property and the Seller is unable or unwilling to remedy the defect to the  
139 Buyer's reasonable satisfaction before closing (or at a time otherwise agreed to by the parties), then this Agreement may be  
140 terminated by the Buyer or such defect shall be waived by the Buyer and the transaction shall proceed toward closing. Under  
141 Indiana law, "Defect" means a condition that would have a significant adverse effect on the value of the Property that would significantly  
142 impair the health or safety of future occupants of the Property, or that if not repaired, removed, or replaced would significantly  
143 shorten or adversely affect the expected normal life of the premises. BUYER AGREES THAT ANY PROPERTY DEFECT PREVIOUSLY  
144 DISCLOSED BY SELLER, OR ROUTINE MAINTENANCE AND MINOR REPAIR ITEMS MENTIONED IN ANY REPORT SHALL NOT BE  
145 A BASIS FOR TERMINATION OF THIS AGREEMENT. ALL TIME PERIODS APPLICABLE TO INSPECTION RESPONSES SHALL BE  
146 REASONABLE.  
147

148  B. BUYER HAS BEEN MADE AWARE THAT INDEPENDENT INSPECTIONS DISCLOSING THE CONDITION OF THE PROPERTY  
149 ARE AVAILABLE AND HAS BEEN AFFORDED THE OPPORTUNITY TO REQUIRE SUCH INSPECTIONS AS A CONDITION OF THE  
150 AGREEMENT. However, Buyer waives inspections and relies upon the condition of the Property based upon Buyer's own  
151 examination and releases the Seller, the Listing and Selling Brokers and all salespersons associated with Brokers from any and  
152 all liability relating to any defect or deficiency affecting the Property, which release shall survive the closing. Required  
153 FHA/VA or lender inspections are not included in this waiver.  
154

155 Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer which  will  
156  will not be provided at a cost of \$ \_\_\_\_\_ charged to  Buyer  Seller.  
157 Buyer and Seller acknowledge this LIMITED HOME WARRANTY PROGRAM will not cover any pre-existing defects in the Property nor  
158 replace the need for an independent home inspection. Broker may receive a fee from the home warranty provider and/or a member benefit.  
159

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

- 161  
162  Buyer acknowledges receipt and execution of a Seller's Residential Real Estate Sales Disclosure Form.  
163  Buyer has not received an executed Seller's Residential Real Estate Sales Disclosure Form.  
164  Seller's Residential Real Estate Sales Disclosure Form is not applicable to this transaction.  
165

166 15. TITLE APPROVAL: Prior to closing, Buyer shall be furnished  an ALTA 98 Title Insurance Commitment (if available) or  an ALTA  
167 92 Title Insurance Commitment in the amount of purchase price or  an abstract of title continued to date showing marketable title  
168 to the Property in Seller's name. The cost shall be paid by  Buyer  Seller  shared equally  Seller to pay owner's policy and  
169 Buyer to pay mortgage policy  other \_\_\_\_\_

170 Any encumbrances or defects in title must be removed and Seller must convey title free and clear of any encumbrances and title defects,  
171 with the exception of any mortgage assumed by Buyer and any restrictions and easements of record which will not materially interfere  
172 with Buyer's intended use of the Property. Seller shall order the commitment  immediately  after mortgage approval  
173  other \_\_\_\_\_

174 Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the deed and vendors  
175 affidavit), so that marketable title can be conveyed. A title company, at Buyer's request, can provide information about availability,  
176 desirability, coverage, and cost of various title insurance coverages, gap and other endorsements.  
177

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

- 179  
180  A. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on May 10  
181 2007, and all taxes due thereafter. At or before closing, Seller shall pay all taxes for the Property payable before that date.  
182  
183  B. All taxes assessed for any prior calendar year and remaining unpaid shall be paid by Seller, and all taxes assessed for the current  
184 calendar year shall be prorated between Seller and Buyer on a calendar-year basis as of the day immediately prior to the  
185 Closing Date.  
186

187 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  
188 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  
189 proration and credit for due but unpaid taxes, and this shall be a final settlement. **WARNING: Buyer is responsible for confirming the**  
190 **status of all tax exemptions and/or credits.**

7 Clamme Court, Hartford City, IN 47348  
(Property Address)

Page 3 of 5 (Purchase Agreement)

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).

7 Clamme Court, Hartford City, IN 47348  
(Property Address)

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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 numbers/addresses 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.25-34.1-10-6.8.

**22. FURTHER CONDITIONS (List and attach any addenda):** Limited Agency Applies -- See Attached.

This offer subject to Homeowner association bylaws acceptable by purchasers.  
Purchasers to initial document ASAP after receipt or this offer may be voided.

**23. EXPIRATION OF OFFER:** Unless accepted by Seller and delivered to Buyer by 8:00  A.M.  P.M.  Noon, the 10th day of May, 2006, this Purchase Agreement shall be null and void and all parties shall be relieved 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.

[Signature] 05/09/2006 [Signature] 05/09/2006  
 BUYER'S SIGNATURE DATE BUYER'S SIGNATURE DATE

Mark Duane Hendsel Deborah Jane Hendsel  
 PRINTED PRINTED

(Check appropriate paragraph letter)

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

B. The above offer is Rejected.

C. The above offer is Countered. Seller should sign both the Purchase Agreement and the Counter Offer.

[Signature] 5-10-06 5:30 PM [Signature] 5/10/06  
 SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE

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Approved by and restricted to use by members of the Indiana Association of REALTORS®, Inc. This is a legally binding contract, if not understood seek legal advice. Form #02. Copyright IAR 2005



7 Clamme Court, Hartford City, IN 47348  
 (Property Address)



**SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE**  
 State Form 46234 (R3 / 11-02)

Date (month, day, year)  
**4-23-05**

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)

**7 CLERMONT CT.**

1. The following are in the conditions indicated:

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

C. WATER & SEWER SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know
Cistern	X			
Septic Field / Bed	PRIVATE #321102			
Hot Tub	X			
Plumbing	NO LEAKS			
Aerator System			X	
Sump Pump	X			
Irrigation Systems	X			
Water Heater / Electric	Rental #171110			
Water Heater / Gas			X	
Water Heater / Solar	X			
Water Purifier	X			
Water Softener	Rental #171110			
Well			X	
Other Sewer System (Explain)	PRIVATE			
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	None/Not Included	Defective	Not Defective	Do Not Know
Air Purifier	X			
Burglar Alarm	X			
Ceiling Fan(s)			X	
Garage Door Opener / Controls		X		
Inside Telephone Wiring and Blocks / Jacks			X	
Intercom	X			
Light Fixtures			X	
Sauna	X			
Smoke / Fire Alarm(s)			X	
Switches and Outlets			X	
Vent Fan(s)			X	
60 / 100 / 200 Amp Service (Circle one)			X	

D. HEATING & COOLING SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know
Attic Fan	X			
Central Air Conditioning	1998			
Hot Water Heat			X	
Furnace Heat / Gas			X	
Furnace Heat / Electric	1998			
Solar House-Heating			X	
Woodburning Stove	X			
Fireplace	X			
Fireplace Insert	X			
Air Cleaner	X			
Humidifier	X			
Propane Tank	X			
Other Heating Source	X			

NOTE: "Defect" means a condition that would have a significant adverse effect on the value of the property that would significantly impair the health or safety of future occupants of the property, or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

*X D.H.*  
*X M.D.*

2. ROOF	YES	NO	DO NOT KNOW
Age, if known: <u>3</u> Years.	X		
Does the roof leak?		X	
Is there present damage to the roof?		X	
Is there more than one roof on the house?		X	
If so, how many layers?		X	

3. HAZARDOUS CONDITIONS	YES	NO	DO NOT KNOW
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation or PCB's? Explain:		X	

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

Do you know if you are hooked to a leach field? No

Do you know the age of the furnace?  
1998 estimate

4. OTHER DISCLOSURES	YES	NO	DO NOT KNOW
Do improvements have aluminum wiring?		X	
Are there any foundation problems with the improvements?		X	
Are there any encroachments?		X	
Are there any violations of zoning, building codes or restrictive covenants?		X	
Is the present use a non-conforming use? Explain: <u>2</u>		X	
Have you received any notices by any governmental or quasi-governmental agencies affecting this property?		X	
Are there any structural problems with the buildings?		X	
Have any substantial additions or alterations been made without a required building permit?		X	
Are there moisture and/or water problems in the basement, crawl space area, or any other area?		X	
Is there any damage due to wind, flood, termites or rodents?		X	
Have any improvements been treated for wood destroying insects?		X	
Are the furnace/woodstove/chimney/flue all in working order?	X	X	
Is the property in a flood plain?		X	
Do you currently pay flood insurance?		X	
Does the property contain underground storage tank(s)?		X	
Is the homeowner a licensed real estate salesperson or broker?		X	
Is there any threatened or existing litigation regarding the property?		X	
Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?	X		
Is the property located within one (1) mile of an airport?		X	

E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS: (Use additional pages if necessary.)  
Bathrooms completely remodeled August 04. Maintenance free - new toilet fixtures, sink, vanities. All rooms in house remodeled within last 4 yrs. New carpet (berber, plush) throughout. Lake access (fishing & swimming) with paid yearly dues (\$65/yr.) SEWAGE/TRASH 38 MONTHLY

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below:

Signature of Seller <u>[Signature]</u>	Date <u>4/23/2005</u>	Signature of Buyer <u>[Signature]</u>	Date <u>5/9/06</u>
Signature of Seller <u>Megan M. Jyle</u>	Date <u>4/25/2005</u>	Signature of Buyer <u>[Signature]</u>	Date <u>5/9/06</u>
The seller hereby certifies that the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.			
Signature of Seller	Date	Signature of Seller	Date

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

1 PROPERTY ADDRESS: 7 CLARKE CT.

2 **LEAD WARNING STATEMENT**

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

11 **SELLER'S DISCLOSURE**

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

13 (i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): \_\_\_\_\_  
 14 \_\_\_\_\_  
 15 \_\_\_\_\_

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

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

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

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

28 **BUYER'S ACKNOWLEDGMENT (initial)**

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

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

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

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

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

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

38 (f.)  Broker has informed the seller of seller's obligations under the Residential Lead-Based Paint Hazard  
 39 Reduction Act of 1992 (42 U.S.C. 4852d) and is aware of Broker's responsibility to ensure compliance.  
 40 (NOTE: where the word "Broker" appears, it shall mean "Licensee" as provided in 1.C.25-34.1-10-6.B.)

41 **CERTIFICATION OF ACCURACY**

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

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

49 Mark Hendsel 5/9/06  
 50 BUYER'S SIGNATURE DATE

51 MARK HENDSEL  
 52 PRINTED

53 DEBRAIT HENDSEL 5/9/06  
 54 BUYER'S SIGNATURE DATE

55 DEBRAIT HENDSEL  
 56 PRINTED

57 [Signature] 5/9/06  
 58 SELLING BROKER DATE

59 Jesse S. Lytle  
 60 SELLER'S SIGNATURE DATE

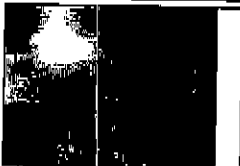
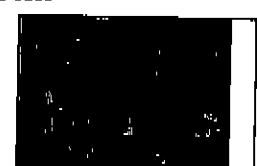
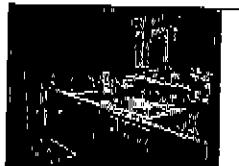
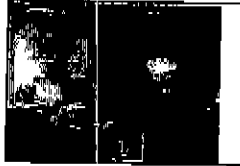
61 Jesse S. Lytle  
 62 PRINTED

63 Megan Lytle 4-23-05  
 64 SELLER'S SIGNATURE DATE

65 Megan Lytle  
 66 PRINTED

67 Rodney Roush 4-23-05  
 68 LISTING BROKER DATE

MLS #: 22435 Status: LISTING EXTENSION Class: RESIDENTIAL Style: Ranch Contract: No Asking Price: \$89,900  
 Type: Residential Address: 7 CLAMME CT City: HARTFORD CITY Zip: 47348 County: Blackford Area: Licking Township (503)  
 Township: LICKING Subdivision: Shamrock Lakes Year Built: 1967 Foundation Type: Crawl Space Garage Type: 2-Car Attached  
 Rooms: 6 Bedrooms: 3 Full Baths: 1 Half Baths: 1 Outbuilding Type: Utility Building Agent: Rodney Rouch - (765) 768-6627  
 Directions: SR 3 N. to Blackford CR 300 S., west to Clamme St., north to sign. Office: ERA Eagle Real Estate - MAIN (765) 741-9111



Virtual Tour

<b>Original Price:</b> \$99,900	<b>DOM:</b> 175	<b>Family Room Size:</b> 22.6x14	<b>Family Room Level:</b>
<b>Commission:</b> 50: 3.5	<b>Variable:</b> No	<b>Kitchen Size:</b> 17.6x8.11	<b>Kitchen Level:</b>
<b>Photo/Video (Y/N):</b> No	<b>Listing Date:</b> 11/15/2005	<b>Dining Room Size:</b> 9.4x7.4	<b>Dining Room Level:</b>
<b>Entry:</b> Key Box	<b>Location:</b> Front door	<b>Den/Study Size:</b> 9.7x9.5	<b>Den/Study Level:</b>
<b>Legal:</b> SHAMROCK LAKES 6TH LOTS 123-124		<b>Bedroom 1 Size:</b> 11.9x11.7	<b>Bedroom 1 Level:</b>
<b>Lot Frontage:</b> 322.00	<b>Lot Depth:</b> 90.00	<b>Bedroom 2 Size:</b> 11.4x9.4	<b>Bedroom 2 Level:</b>
<b># of Acres+/-:</b> 0.67	<b>Irregular (Y/N):</b> No	<b>Bedroom 3 Size:</b> 10.3x8.11	<b>Bedroom 3 Level:</b>
<b>Total SQFT+/-:</b> 1575	<b>Main Level SQFT:</b>	<b>Bedroom 4 Size:</b>	<b>Bedroom 4 Level:</b>
<b>Upper Level 1 SQFT:</b>	<b>Upper Level 2 SQFT:</b>	<b>Bedroom 5 Size:</b>	<b>Bedroom 5 Level:</b>
<b>Lower Level SQFT:</b>	<b>Source:</b> Tax Records	<b>Bath 1 Size:</b> 4 pc	<b>Bath 1 Level:</b>
<b>Basement SQFT+/-:</b> 0	<b>Walkout (Y/N):</b>	<b>Bath 2 Size:</b> 2 pc	<b>Bath 2 Level:</b>
<b>Basement Finished SQFT:</b>	<b>Basement Unfinish. SQFT:</b>	<b>Utility Room Size:</b>	<b>Utility Room Level:</b>
<b>Elem:</b> HARTFORD CITY	<b>Middle:</b> HARTFORD CITY <b>High:</b> BLACKFORD	<b>Other Room 1 Size:</b>	<b>Other Room 1 Level:</b>
<b>Living Room Size:</b> 16.8x13.1	<b>Living Room Level:</b>	<b>Other Room 2 Size:</b>	<b>Other Room 2 Level:</b>
<b>Great Room Size:</b>	<b>Great Room Level:</b>	<b>Other Room 3 Size:</b>	<b>Other Room 3 Level:</b>
<b>FEATURES</b> ShowInstr: 24 hours notice.		<b>Outbuilding 1 Size:</b>	<b>Outbuilding 2 Size:</b>

<b>Exterior:</b> Brick, Vinyl	<b>Patio/Deck/Porch:</b> None	<b>Water:</b> Well
<b>Roofing:</b> Shingle	<b>Pool:</b> None	<b>Sewer:</b> Private
<b>Windows:</b> Double-Pane	<b>2ndOutbuildings:</b>	<b>Exemptions:</b> Homestead, Mortgage
<b>WindowTreatments:</b> Yes	<b>Topography/Amenities:</b> Level	<b>Possession:</b> 30 Days after Closing
<b>2ndGarageType:</b>	<b>Heat Type:</b> Forced Air, Heat Pump	<b>Show Instructions:</b> Call for Appointment
<b>Driveway:</b> Asphalt	<b>Heat Fuel:</b> Electric	<b>Docs on File:</b> Sellers Disclosure, LBP Form
<b>Fireplace:</b> None	<b>Air Conditioning:</b> Central Air, Heat Pump	<b>Docs Online:</b> Sellers Disclosure, LBP Form
<b>Fence:</b> Invisible	<b>Water Heater:</b> Rental	<b>Common Amenities:</b> None
<b>Appl. Included:</b> Dishwasher, Disposal	<b>Media (TV):</b> Antenna, Cable, Satellite w/Controls	<b>Flood Plain:</b> Unknown
	<b>Utility Companies:</b> AEP	<b>Internet:</b>
	<b>Reserved:</b>	

**FINANCIAL INFORMATION**

<b>Tax ID #:</b> 053040404400008	<b>Improve. Value:</b> 65000.00	<b>Water Expense/Month:</b>	<b>Electric Expense/Month:</b> 128.00
<b>Land Value:</b> 13300.00	<b>Ditch Fee:</b> 10.00	<b>Sewage Expense/Month:</b> 38.00	<b>Gas Expense/Month:</b>
<b>Est. Annual Tax:</b> 948.52	<b>Blue River Conserv. Fee:</b>	<b>Gas Available (Y/N):</b>	<b>Seller Assisted (Y/N):</b> No
<b>Other Expense:</b>	<b>Other Expense/Per:</b>	<b>Assoc. Dues:</b> 65.00	<b>Assoc. Dues/Per:</b>
	<b>Assumption (Y/N):</b> No	<b>Auction (Y/N):</b> No	<b>Auction Date:</b>

**REMARKS**

Motivated Seller! 3 BR ranch located on 1+/- acres; excellent location (Shamrock Lakes); Price of ownership shows; newer roof; HP/CA vinyl windows LR/FR; picture perfect interior; brick-vinyl exterior; 2-car attached garage; asphalt driveway; remodeled bath; easy access to I-69; lot sizes 90x322 total est.; additional lot (lot #23) #053040405800008

**ADDENDUM**

<b>Selling Agent:</b>	<b>Closing Date:</b>	<b>Sold\$:</b>	<b>Concessions:</b>
<b>Selling Office:</b>	<b>How Sold:</b>	<b>\$/SqFt:</b> \$57.08	<b>Buyer Points:</b>

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

# 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 May 9, 2006.

A. BUYER/TENANT ("Buyer"): Mark Duane Hendsel, Deborah Jane Hendsel

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

C. SUBJECT PROPERTY ("Property"): 7 Clamme Court

Hartford City

47348

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

Rouch

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

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

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

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

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

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

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

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

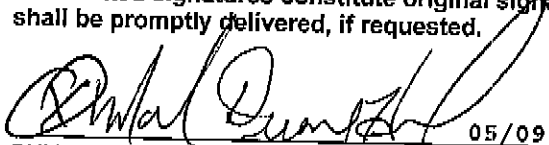
7 Clamme Court, Hartford City, 47348  
(Property Address)

Page 1 of 2 (Limited Agency Agreement)


57  
58  
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65  
66  
67

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

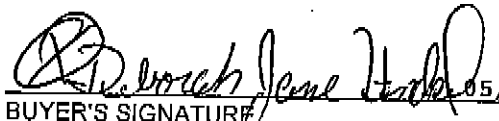
By signature below, the parties verify that they understand and approve this Limited Agency Agreement and acknowledge receipt of a signed copy. This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute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

  
BUYER'S SIGNATURE 05/09/2006  
DATE

Mark Duane Hendsel  
PRINTED

  
SELLER'S SIGNATURE 5/10/06  
DATE

PRINTED

  
BUYER'S SIGNATURE 05/09/2006  
DATE

Deborah Jane Hendsel  
PRINTED

  
SELLER'S SIGNATURE 5/10/06  
DATE

PRINTED



Approved by and restricted to use by members of the Indiana Association of REALTORS®, Inc. This is a legally binding contract, if not understood seek legal advice. Form #40. Copyright IAR 2005.



7 Clamme Court, Hartford City, 47348  
(Property Address)

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

### PURCHASE AGREEMENT (UNIMPROVED PROPERTY)

1 Date: May 9, 2006

2  
3 1. **BUYER:** Mark Duane Hendsel, Deborah Jane Hendsel ("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 7 Clamme Court in  
8 Licking Township, Blackford County, Hartford City Indiana,  
9 47348 (zip code), legally described as: Shamrock Lakes #4223

10  
11  
12 3. **PRICE:** Buyer will pay the total purchase price of \$ 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 \$ zero 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  
33  **A. CASH:** The entire purchase price shall be paid in cash and no financing is required.  
34  
35  **B. NEW MORTGAGE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a  
36  Conventional  Insured Conventional  Other: \_\_\_\_\_ first  
37 mortgage loan for \_\_\_\_\_ % of purchase price, payable in not less than \_\_\_\_\_ years, with an original rate of  
38 interest not to exceed \_\_\_\_\_ % per annum and not to exceed \_\_\_\_\_ points. Buyer shall pay all costs of  
39 obtaining financing, except \_\_\_\_\_  
40  
41  
42

43 **AND TITLE INSURANCE COSTS ARE NOT INCLUDED ABOVE.** Any inspections and charges, which are required to be  
44 made and charged to Buyer or Seller by the lender, mortgage insurer, or closing agent, shall be made and charged in  
45 accordance with their 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 NA 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 NA 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.

7 Clamme Court, Hartford City, 47348  
(Property Address)

Page 1 of 5 (Unimproved Purchase Agreement)

60 7. **CLOSING:** The closing of the sale (the "Closing Date") shall be on or before June 30, 2006, or  
61 within \_\_\_\_\_ days after \_\_\_\_\_, whichever is later or  
62 this Agreement shall terminate unless an extension of time is mutually agreed to in writing. The closing fee shall be paid by  
63  Buyer  Seller  shared equally.  
64

65 8. **POSSESSION:** The possession of the Property shall be delivered to Buyer  at closing or  within \_\_\_\_\_  
66 days after closing or  on or before \_\_\_\_\_ if closed.  
67 All crops planted upon the Property prior to \_\_\_\_\_ shall belong to Seller, and Seller shall have access to the Property for the purpose of harvesting crops. All other crops  
68 belong to Buyer.  
69  
70

71 **A. Maintenance of Property:** Seller shall maintain the Property in its present condition until its possession is delivered  
72 to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to closing to  
73 determine whether Seller has complied with this paragraph. Seller shall remove all debris and personal property not  
74 included in the sale.  
75

76 **B. Casualty Loss:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller.  
77 In the event any damage or destruction is not fully repaired prior to closing, Buyer, at Buyer's option, may either (a)  
78 terminate this Agreement or (b) elect to close the transaction, in which event Seller's right to all insurance  
79 proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.  
80

81 **C. Utilities/Municipal Services:** Seller shall pay for all municipal services and public utility charges through the day of  
82 possession.  
83

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

90 10. **FLOOD AREA/OTHER:** Buyer  may  may not terminate this Agreement if the Property requires flood insurance or Buyer  
91  may  may not terminate this Agreement if the Property is subject to building or use limitations by reason of the location.  
92

93 11. **INSPECTIONS:** (Check paragraph letter A or B)  
94  
95  **A. BUYER RESERVES THE RIGHT TO HAVE THE PROPERTY INSPECTED** independent of and in addition to any  
96 inspections required by FHA, VA, or Buyer's lender(s). All inspections are to be at Buyer's expense (unless noted  
97 otherwise or required by lender) by licensed inspectors or qualified contractors selected by Buyer within the following  
98 time periods.  
99

100 **INSPECTION/RESPONSE PERIOD:** Buyer shall order all INDEPENDENT INSPECTIONS immediately after acceptance of the  
101 Purchase Agreement. Buyer shall have \_\_\_\_\_ days beginning the day following the date of acceptance of the  
102 Purchase Agreement to respond to the inspection report(s) in writing to Seller (see "Buyer's Inspection Response").  
103

104 Inspections may include but are not limited to soil conditions, site suitability, availability of utility services, including private  
105 sewer and well, if applicable, a hazardous waste audit and/or the following: \_\_\_\_\_  
106  
107

108  **B. BUYER HAS BEEN MADE AWARE THAT INDEPENDENT INSPECTIONS DISCLOSING THE CONDITION OF**  
109 **THE PROPERTY ARE AVAILABLE AND HAS BEEN AFFORDED THE OPPORTUNITY TO REQUIRE SUCH**  
110 **INSPECTIONS AS A CONDITION OF THE AGREEMENT. However, Buyer waives inspections and relies upon**  
111 **the condition of the Property based upon Buyer's own examination and releases the Seller, the Listing and**  
112 **Selling Brokers and all salespersons associated with Brokers from any and all liability relating to any defect**  
113 **or deficiency affecting the Property, which release shall survive the closing. Inspections required by a**  
114 **lender in connection with a mortgage loan are not included in this waiver.**  
115

116 If the Buyer does not comply with Inspection/Response Period or make a written objection to any problem revealed in the  
117 report within the Inspection/Response Period, the Property shall be deemed to be acceptable. If the Buyer, in its  
118 reasonable discretion, believes that the Inspection Report reveals a MAJOR DEFECT with the Property and the Seller is  
119 unable or unwilling to remedy the defect to the Buyer's reasonable satisfaction before closing (or at a time otherwise  
120 agreed to by the parties), then this Agreement may be terminated by the Buyer or such defect shall be waived by the  
121 Buyer and the transaction shall proceed toward closing. Under Indiana law, "Defect" means a condition that would have a  
122 significant adverse effect on the value of the Property that would significantly impair the health or safety of future  
123 occupants of the Property, or that if not repaired, removed or replaced would significantly shorten or adversely affect the  
124 expected normal life of the premises. BUYER AGREES THAT ANY PROPERTY DEFECT PREVIOUSLY DISCLOSED

7 Clamma Court, Hartford City, 47348  
(Property Address)

125 BY SELLER, OR ROUTINE MAINTENANCE AND MINOR REPAIR ITEMS MENTIONED IN ANY REPORT SHALL NOT  
126 BE A BASIS FOR TERMINATION OF THIS AGREEMENT. ALL TIME PERIODS APPLICABLE TO INSPECTION  
127 RESPONSES SHALL BE REASONABLE.  
128

129 12. **TITLE APPROVAL:** Prior to closing, Buyer shall be furnished  an ALTA 98 Title Insurance Commitment (if available)  
130 or  an ALTA 92 Title Insurance Commitment in the amount of purchase price or  an abstract of title continued to  
131 date showing marketable title to the Property in Seller's name. The cost shall be paid by  Buyer  Seller  shared equally  
132  Seller to pay owner's policy and Buyer to pay mortgage policy.  Other \_\_\_\_\_  
133 Any encumbrances or defects in title must be removed and Seller must convey title free and clear of any encumbrances and  
134 title defects, with the exception of any mortgage assumed by Buyer and any restrictions and easements of record which will not  
135 materially interfere with Buyers intended use of the Property. Seller shall order the commitment  immediately  after  
136 mortgage approval  other: \_\_\_\_\_  
137 Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the deed and  
138 vendor's affidavit), so that marketable title can be conveyed. A title company, at Buyer's request, can provide information about  
139 availability, desirability, coverage, and cost of various title insurance coverages, gap and other endorsements.  
140

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

142  
143  A. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on May 10,  
144 2007, and all taxes due thereafter. At or before closing, Seller shall pay all taxes for the Property payable  
145 before that date.

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

150  
151 For purposes of paragraph A and B: If the tax rate and/or assessment for taxes assessed in the current year have not been  
152 determined at the closing of the transaction, the rate and/or assessment shall be assumed to be the same as the prior year  
153 for the purpose of such prorations and credit for due but unpaid taxes, and this shall be a final settlement.  
154

155 14. **PRORATIONS AND SPECIAL ASSESSMENTS:** Insurance, if assigned to Buyer, interest on any debt assumed or taken  
156 subject to, any rents, all other income and ordinary operating expenses of the Property, including but not limited to, public  
157 utility charges, shall be prorated as of the day prior to the Closing Date. Seller shall pay any special assessments applicable  
158 to the Property for municipal improvements previously made to benefit the Property. Seller warrants that Seller has no  
159 knowledge of any planned improvements which may result in assessments and that no governmental or private agency has  
160 served notice requiring repairs, alterations or corrections of any existing conditions. Public or municipal improvements which  
161 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  
162 pay all special assessments for municipal improvements completed after the date of this Agreement.  
163

164 15. **TIME:** Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the Purchase  
165 Agreement are calendar days and shall expire at midnight of the date stated unless the parties agree in writing to a different  
166 date and/or time.  
167

168 16. **COMMUNITY ASSOCIATION:** Documents for a mandatory membership association shall be delivered by the Seller to Buyer  
169 within \_\_\_\_\_ days after acceptance of this Agreement. If the Buyer does not make a written response to the  
170 documents within \_\_\_\_\_ days after receipt, the documents shall be deemed acceptable. In the event the Buyer does  
171 not accept the provisions in the documents and the provisions cannot be waived, this Agreement may be terminated by the  
172 Buyer and the earnest money deposit shall be refunded to Buyer promptly. Any approval of sale required by the Association  
173 shall be obtained by the Seller, in writing, within \_\_\_\_\_ days after Buyer's approval of the documents.  
174 Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable. Buyer  
175 shall therefore be responsible to become fully acquainted with neighborhood and other off-site conditions that  
176 could affect the Property.  
177

178 17. **PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS RECORDED PLATS AND EASEMENTS:** If the Property is  
179 subject to and affected by certain recorded protective restrictions, covenants, limitations and easements ("Covenants"), Seller  
180 shall furnish to Buyer a copy of the Covenants by the time evidence of title is provided. If the Property is in a recorded  
181 subdivision, then Seller shall furnish to Buyer a copy of the recorded plat, amendments and replats.  
182

183 18. **ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable proceeding against any  
184 other party brought under or with relation to the Agreement or transaction shall be additionally entitled to recover court costs  
185 and reasonable attorney's fees from the non-prevailing party.  
186

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

7 Clamma Court, Hartford City, IN 47348  
(Property Address)

Page 3 of 5 (Unimproved Purchase Agreement)

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

20. MISCELLANEOUS:

- A. Unless otherwise provided, any prorations 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 subsidence insurance.
- C. The Indiana Sheriff's Sex Offender Registry exists ([www.indianasheriffs.org](http://www.indianasheriffs.org)) 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, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.
- E. Seller represents and warrants that Seller is not a "foreign person" (individual or 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 supersedes any prior understandings or written or oral agreements between the parties respecting the transaction and cannot be changed except by their written consent.
- J. All rights, duties 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).
- 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 numbers/addresses 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.25-34.1-10-6.8.

7 Clamme Court, Hartford City, 47348  
(Property Address)

253 21. FURTHER CONDITIONS AND ZONING REQUIREMENTS (List and attach any addenda): This offer valid ONLY  
254 IN THE EVENT Lot 124 closes. Closing to be simultaneous with lot 124. Deed to be  
255 seller's expense. Additional title and closing fees to be at shared expense-50-50.  
256 \_\_\_\_\_  
257 \_\_\_\_\_  
258 \_\_\_\_\_  
259 \_\_\_\_\_  
260 \_\_\_\_\_  
261 \_\_\_\_\_  
262 \_\_\_\_\_  
263 \_\_\_\_\_

264 22. EXPIRATION OF OFFER: Unless accepted by Seller and delivered to Buyer by \_\_\_\_\_ 8:00 \_\_\_\_\_  A.M.  
265  P.M.  Noon the 10th day of May, 2006, this Purchase  
266 Agreement shall be null and void and all parties shall be relieved and released of any and all liability or obligations.  
267

268 23. CONSULT YOUR ADVISORS: Buyer and Seller acknowledge they have been advised that, prior to signing this document,  
269 they may seek the advice of an attorney for the legal or tax consequences of this document and the transaction to which it  
270 relates. In any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer,  
271 environmental engineer, or other person, with experience in evaluating the condition of the Property.  
272

273 24. ACKNOWLEDGEMENTS: Buyer and Seller acknowledge that each has received agency office policy disclosures, has had  
274 agency explained and now confirms all agency relationships. Buyer and Seller further acknowledge that they understand and  
275 accept agency relationships involved in this transaction. By signature below, the parties verify that they understand and  
276 approve this Purchase Agreement and acknowledge receipt of a signed copy.  
277

278 This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original,  
279 but all of which together shall constitute one and the same instrument. The parties agree that this Agreement may be  
280 transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted signatures  
281 constitute original signatures and are binding on the parties. The original document shall be promptly delivered, if requested.  
282

283  
284 [Signature] 05/09/2006  
285 BUYER'S SIGNATURE DATE  
286  
287 Mark Duane Hendsel  
288 PRINTED

283  
284 [Signature] 05/09/2006  
285 BUYER'S SIGNATURE DATE  
286  
287 Deborah Jane Hendsel  
288 PRINTED

289 (Check appropriate paragraph letter)

292  A. As the Seller(s) of the property described herein, the above terms and conditions are accepted this 10<sup>th</sup> day of  
293 May-06 at \_\_\_\_\_  A.M.  P.M.  Noon.  
294

295  B. The above offer is Rejected.

297  C. The above offer is Countered. Seller should sign both the Purchase Agreement and the Counter Offer.

300  
301 [Signature]  
302 SELLER'S SIGNATURE  
303 Jesse Lytle  
304 PRINTED

300  
301 [Signature] 5/10/06  
302 SELLER'S SIGNATURE  
303 Megan Lytle  
304 PRINTED



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