

# SELLER'S CLOSING STATEMENT

1 Property Address 6400 N County Road 800E, Losantville, IN 47354  
 2 Place of Closing \_\_\_\_\_  
 3 Closing Agent \_\_\_\_\_ Closing Date June 16, 2006  
 4 Seller William Lehman Buyer Josh Alexander Hansard

5 Sales Price \$ 158,500.00  
 6 \_\_\_\_\_  
 7 \_\_\_\_\_  
 8 \_\_\_\_\_  
 9 Gross Amount Due Seller \$ 158,500.00


10 **EXPENSES OF SELLER**

11 Title Insurance \$ 575.00  
 12 Pay-Off of First Mortgage \_\_\_\_\_  
 13 Taxes (Fall 06 ) 310.00  
 14 Broker's Commission 7,795.00  
 15 Deed/Disclosure 100.00  
 16 buyers closing costs 2,600.00  
 17 \_\_\_\_\_  
 18 \_\_\_\_\_  
 19 \_\_\_\_\_  
 20 \_\_\_\_\_  
 21 \_\_\_\_\_  
 22 \_\_\_\_\_  
 23 \_\_\_\_\_  
 24 \_\_\_\_\_  
 25 \_\_\_\_\_  
 26 Total Expenses \$ 11,380.00  
 27 Net Amount Due Seller \$ 147,120.00  
 28


29 APPROVED:   
 30 \_\_\_\_\_  
 31 SALESPERSON/AGENT IN LICENSE # SELLER'S SIGNATURE

32 ERA Eagle Real Estate, Inc. William Lehman  
 33 BROKER OR COMPANY NAME IN LICENSE # PRINTED

34 \_\_\_\_\_  
 35 SELLER'S SIGNATURE  
 36 \_\_\_\_\_  
 37 PRINTED



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4020 N. Rosewood Ave.  
Muncie, Indiana 47304  
765-741-9111 Office  
765-381-1111 Fax  
765-212-1111 Patrick Mobile  
765-744-9500 Ryan Mobile

**The ORR Home Selling Team  
ERA Eagle Real Estate, Inc.**

# Fax

**To:** Rosemary @ First Horizon      **From:** Ryan Orr  
**Fax:** 282-3760      **Pages:** 8 ( Including Cover )  
**Phone:**      **Date:** 5/16/2006  
**Re:** Hansard Purchase Agreement      **CC:**

**Urgent      For Review      Please Comment      Please Reply      Please Recycle**

● **Comments:**

Rosemary,

Here is the purchase agreement for Josh Hansard. Please let me know if there is anything else I can do. Office 741-9111 or Mobile 744-9500

Thank you,

Ryan Orr

The ORR Home Selling Team

COUNTER OFFER # One

1  A.M.  P.M. May 13, 2006

2  
3 The undersigned makes the following Counter Offer to the Purchase Agreement dated May 13, 2006  
4 concerning property commonly known as 6400 N County Road 800E  
5 in STONY CREEK Township, HENRY County, Losantville  
6 Indiana between: William Lehman as Seller(s)  
7 and Josh Alexander Hansard as Buyer(s).  
8 Purchase price to be \$158,500.00

9  
10 Seller to contribute \$2,600.00 towards buyers closing costs.  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

25 Note: Seller and Buyer have the right to withdraw any offer/counter offer prior to written acceptance and delivery of such  
26 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.

29  
30 This Counter Offer # One is void if not accepted in writing on or before 8:00  A.M.  P.M.  Noon  
31 on May 15, 2006

32  
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 William L. Lehman 05/13/2006  
39  SELLER  BUYER SIGNATURE DATE  SELLER  BUYER SIGNATURE DATE

40  
41 William Lehman  
42 PRINTED PRINTED

43 **ACCEPTANCE OF COUNTER OFFER # One**

44  
45 The above Counter Offer # One is accepted at 11:24  A.M.  P.M.  Noon  
46 May 13, 2006. Receipt of a signed copy of this Counter Offer is acknowledged.

47  
48 Josh Alexander Hansard 5/13/06  
49  SELLER  BUYER SIGNATURE DATE  SELLER  BUYER SIGNATURE DATE

50  
51 Josh Alexander Hansard  
52 PRINTED PRINTED



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Listing Broker (Co.) ERA Eagle Real Estate, Inc. ( ) By The ORR Home Selling Team ( )  
office code individual code  
Selling Broker (Co.) ERA Eagle Real Estate, Inc. ( ) By The ORR Home Selling Team ( )  
office code individual code

## PURCHASE AGREEMENT (IMPROVED PROPERTY)

1 Date: May 13, 2006

2  
3 1. **BUYER:** Josh Alexander Hansard ("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 6400 N County Road 800E  
8 in STONY CREEK Township, HENRY County, Losantville,  
9 Indiana, 47354 (zip code) legally described as: WSW SEC:12 TWP:18: RNG:11 9.02 Acres

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: Water  
16 Softner Leased, Window Coverings, Refrigerator, and Range

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 \$ 156,000.00 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  
40 of 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 100.000 % of purchase price, payable in not less than 30 years, with an original rate of  
51 interest not to exceed 7.000 % per annum and not to exceed 0 points. Buyer shall pay all costs of  
52 obtaining financing, except Seller to contribute \$ 3000 towards buyers closing  
53 costs, pre-pays, etc.

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.

6400 N County Road 800E, Losantville, IN 47354 JH  
(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 10 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  Buyer acknowledges receipt and execution of a Seller's Residential Real Estate Sales Disclosure Form.  
162  Buyer has not received an executed Seller's Residential Real Estate Disclosure Form.  
163  Seller's Residential Real Estate Sales Disclosure Form is not applicable to this transaction.  
164  
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  A. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on May 10  
180 2007, and all taxes due thereafter. At or before closing, Seller shall pay all taxes for the Property payable before that date.  
181  
182  B. All taxes assessed for any prior calendar year and remaining unpaid shall be paid by Seller, and all taxes assessed for the current  
183 calendar year shall be prorated between Seller and Buyer on a calendar-year basis as of the day immediately prior to the  
184 Closing Date.  
185  
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.

6400 N County Road 800E, Loantville, IN 47354 JH  
(Property Address)

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 A. Unless otherwise provided, any prorations for rent, taxes, insurance, damage deposits, association dues/assessments, or any  
226 other items shall be computed through the date of closing.  
227

228 B. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence insurance.  
229

230 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  
231 appearance of sex offenders residing within Indiana. Broker is not responsible for providing or verifying this information.  
232

233 D. Conveyance of this Property shall be by general Warranty Deed, or by \_\_\_\_\_,  
234 subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.  
235

236 E. Seller represents and warrants that Seller is not a "foreign person" (individual entity) and, therefore, is not subject to the  
237 Foreign Investment in Real Property Tax Act.  
238

239 F. Any notice required or permitted to be delivered shall be deemed received when personally delivered, transmitted electronically or  
240 digitally or sent by express courier or United States mail, postage prepaid, certified and return receipt requested, addressed to Seller  
241 or Buyer or the designated agent of either party.  
242

243 G. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is binding upon the parties'  
244 respective heirs, executors, administrators, legal representatives, successors, and assigns.  
245

246 H. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality,  
247 or unenforceability shall not affect any other provision of this Agreement.  
248

249 I. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral  
250 agreements between the parties' respecting the transaction and cannot be changed except by their written consent.  
251

252 J. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.  
253

254 K. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders, loan brokers, title  
255 insurers, escrow companies, inspectors, pest control companies, contractors and home warranty companies. Broker(s) does not  
256 guarantee the performance of any service provider. Buyer and Seller are free to select providers other than those referred or  
257 recommended to them by Broker(s).  
258

6400 N County Road 800E, Loantville, IN 47354 *SH*  
(Property Address)



- 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 holds Indiana Real Estate 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 (List and attach any addenda): \* Limited Agency Addendum applies - see attached  
 273

274 \* Seller's disclosure and lead based paint disclosure to be viewed by Purchaser and  
 275 approved within 2 days after offer acceptance or offer may become voidable by  
 276 purchaser if major defects are revealed on disclosures.  
 277

278 \* Buyer is pre-approved with First Horizon. Proof to be provided by 5:00PM on  
 279 5/15/06 by lender or this offer may be voided by seller.  
 280

281 23. EXPIRATION OF OFFER: Unless accepted by Seller and delivered to Buyer by 10:00  A.M.  P.M.  Noon, the 14th  
 282 day of May, 2006, this Purchase Agreement shall be null and void and all parties shall be relieved of any and all  
 283 liability or obligations.  
 284

285 24. CONSULT YOUR ADVISORS: Buyer and Seller acknowledge they have been advised that, prior to signing this document, they may seek  
 286 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  
 287 transaction, it is recommended that you consult with a professional, such as a civil engineer, environmental engineer, or other person, with  
 288 experience in evaluating the condition of the Property.  
 289

290 25. ACKNOWLEDGEMENTS: Buyer and Seller acknowledge that each has received agency office policy disclosures, has had agency  
 291 explained, and now confirms all agency relationships. Buyer and Seller further acknowledge that they understand and accept agency  
 292 relationships involved in this transaction. By signature below, the parties verify that they understand and approve this Purchase  
 293 Agreement and acknowledge receipt of a signed copy.  
 294

295 This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of  
 296 which together shall constitute one and the same instrument. The parties agree that this Agreement may be transmitted between them  
 297 electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are  
 298 binding on the parties. The original document shall be promptly delivered, if requested.  
 299

300 05/13/2006  
 301 BUYER'S SIGNATURE \_\_\_\_\_ DATE BUYER'S SIGNATURE \_\_\_\_\_ DATE  
 302  
 303 Josh Alexander Hansard  
 304 PRINTED \_\_\_\_\_ PRINTED \_\_\_\_\_  
 305

306 (Check appropriate paragraph letter)  
 307

308  A. As the Seller(s) of the property described herein, the above terms and conditions are accepted this \_\_\_\_\_ day of  
 309 \_\_\_\_\_, at \_\_\_\_\_  A.M.  P.M.  Noon.  
 310

311  B. The above offer is Rejected.  
 312

313  C. The above offer is Countered. Seller should sign both the Purchase Agreement and the Counter Offer.  
 314

315 William L. Lehman 5/13/06  
 316 x \_\_\_\_\_  
 317 SELLER'S SIGNATURE \_\_\_\_\_ DATE SELLER'S SIGNATURE \_\_\_\_\_ DATE  
 318  
 319 William Lehman  
 320 PRINTED \_\_\_\_\_ PRINTED \_\_\_\_\_



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 (Property Address)

# 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 13, 2006.

A. BUYER/TENANT ("Buyer"): Josh Alexander Hansard

B. SELLER/LANDLORD ("Seller"): William Lehman

C. SUBJECT PROPERTY ("Property"): 6400 N County Road 800E

Losantville IN 47354

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

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

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

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

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

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

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

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

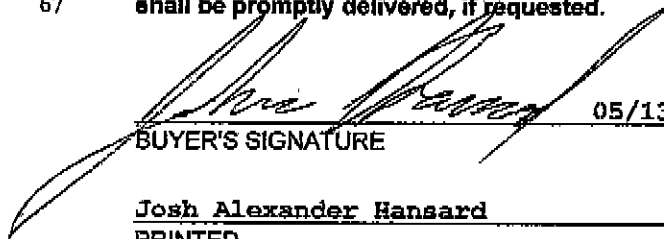
**G. PRIOR AGREEMENTS:** Seller and Buyer understand this Agreement does not replace prior agreements with Licensee to represent Seller or Buyer. However, where this Limited Agency Agreement contradicts or conflicts with prior agreements, this Limited Agency Agreement shall supersede.

6400 N County Road 800E, Losantville, IN 47354

(Property Address)

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

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

  
BUYER'S SIGNATURE \_\_\_\_\_ 05/13/2006 \_\_\_\_\_  
DATE  
Josh Alexander Hansard  
PRINTED

\_\_\_\_\_ 05/13/2006 \_\_\_\_\_  
SELLER'S SIGNATURE DATE  
William Lehman  
PRINTED

\_\_\_\_\_  
BUYER'S SIGNATURE DATE  
\_\_\_\_\_  
PRINTED

\_\_\_\_\_  
SELLER'S SIGNATURE DATE  
\_\_\_\_\_  
PRINTED



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6400 N County Road 800E, Losantville, IN 47354  
(Property Address)





**SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE**

State Form 46234 (R3 / 11-02)

Date (month, day, year)  
8/9/05

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)

**6400 N. CR 800 East, Losantville, IN 47354**

1. The following are in the conditions indicated:

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

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

	Yes	No	Do Not Know
Are the improvements connected to a public water system?		✓	
Are the improvements connected to a public sewer system?		✓	
Are there any additions that may require improvements to the sewage disposal system?		✓	
If yes, have the improvements been completed on the sewage disposal system?		✓	
Are the improvements connected to a private/community water system?		✓	
Are the improvements connected to a private/community sewer system?		✓	

B. ELECTRICAL SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know
Air Purifier	✓			
Burglar Alarm			✓	
Ceiling Fan(s)			✓	
Garage Door Opener / Controls			✓	
Inside Telephone Wiring and Blocks / Jacks			✓	
Intercom	✓			
Light Fixtures			✓	
Sauna	✓			
Smoke / Fire Alarm(s)			✓	
Switches and Outlets			✓	
Vent Fan(s)	✓			
60 (100) 200 Amp Service (Circle one)			✓	

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

NOTE: "Defect" means a condition that would have a significant adverse effect on the value of the property that would significantly impair the health or safety of 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.

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

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

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:		✓	

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? Unsure, No problems in 26 years!

Do you know the age of the furnace? 12 years plus or minus

E. ADDITIONAL COMMENTS AND / OR EXPLANATIONS: (Use additional pages if necessary.)

\* 2005 Treated for Powder Post beetles and Bait System installed for termites by American Pest Control. Minimal damage repaired.

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>William L. Lehman</u>	Date <u>8/9/05</u>	Signature of Buyer	Date
Signature of Seller	Date	Signature of Buyer	Date

The seller hereby certifies that the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.

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

1 PROPERTY ADDRESS: 6400 N. CR 800 East, Losantville, IN 47354

2  
3 **LEAD WARNING STATEMENT**

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

12 **SELLER'S DISCLOSURE**

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

- 14 (i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): \_\_\_\_\_  
 15  
 16  
 17  
 18  
 19 (ii)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

20  
21  
22 (b.) Records and reports available to the seller: *(check (i) or (ii) below)*

- 23 (i)  Seller has provided the buyer with all available records and reports including *Seller's Residential Real Estate*  
 24 *Sales Disclosure* form, if applicable, pertaining to lead-based paint and/or lead-based paint hazards in the  
 25 housing (list and attach documents below): \_\_\_\_\_  
 26  
 27  
 28 (ii)  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

29  
30 **BUYER'S ACKNOWLEDGMENT (Initial)**

- 31 (c.)  Buyer has received copies of all information listed above.  
 32 (d.)  Buyer has received the pamphlet Protect Your Family From Lead In Your Home.  
 33 (e.)  Buyer has *(check (i) or (ii) below)*:  
 34 (i)  received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for  
 35 the presence of lead-based paint and/or lead-based paint hazards;  
 36 **OR**  
 37 (ii)  waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or  
 38 lead-based paint hazards.

39 **BROKER'S ACKNOWLEDGMENT (Initial)**

40 (f.) PLO Broker has informed the seller of seller's obligations under the Residential Lead-Based Paint Hazard  
 41 Reduction Act of 1992 (42 U.S.C. 4852d) and is aware of Broker's responsibility to ensure compliance.  
 42 (NOTE: where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.)  
 43  
 44

45 **CERTIFICATION OF ACCURACY**

46 The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they  
 47 have provided is true and accurate.  
 48

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

54  
55  
56 BUYER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

57 William L. Lehman 8/9/05  
58 SELLER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

59 PRINTED \_\_\_\_\_

60 PRINTED \_\_\_\_\_

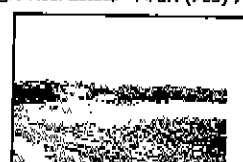
61 BUYER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

62 SELLER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

63 PRINTED \_\_\_\_\_

64 PRINTED \_\_\_\_\_  
 65  
 66  
 67  
 68 SELLING BROKER \_\_\_\_\_ DATE 8/9/05

MLS #: 24621 Status: TEMPORARY ACTIVE Class: RESIDENTIAL Style: 1.5 Story Contract: No Asking Price: \$159,900  
 Type: Residential Address: 6400 N County Road 800E City: LOSANTVILLE Zip: 47354 County: Henry Area: Stoney Creek Townsh...  
 Township: STONY CREEK Subdivision: None Year Built: 1900 Foundation Type: Crawl Space Garage Type: 2-Car Attached  
 Rooms: 6 Bedrooms: 3 Full Baths: 1 Half Baths: 1 Outbuilding Type: Pole Barn-1 Agent: Patrick Orr - (765) 212-1111  
 Directions: US35 thru Blountsville to 800E, Right to 6400 Office: ERA Eagle Real Estate - MAIN (765) 741-9111



Virtual tour

Original Price: \$159,900	DOM: 6	Family Room Size: 14.4x12.0	Family Room Level: 1
Commission: SO: 3.0	Variable: No	Kitchen Size: 15.4x13.8	Kitchen Level: 1
Photo/Video (Y/N): Yes	Listing Date: 5/7/2006	Dining Room Size:	Dining Room Level:
Entry: Key Box	Location: Frontdoor	Den/Study Size:	Den/Study Level:
Legal: WSW SEC:12 TWP:18: RNG:11 9.02 Acres		Bedroom 1 Size: 15.1x12.5	Bedroom 1 Level: 1
Lot Frontage:	Lot Depth:	Bedroom 2 Size: 15.3x12.11	Bedroom 2 Level: 2
# of Acres+/-: 9.02	Irregular (Y/N): Yes	Bedroom 3 Size: 14.4x12.5	Bedroom 3 Level: 2
Total SQFT+/-: 1764	Main Level SQFT: 1134	Bedroom 4 Size: 14.6x10.5	Bedroom 4 Level: 2
Upper Level 1 SQFT: 630	Upper Level 2 SQFT:	Bedroom 5 Size:	Bedroom 5 Level:
Lower Level SQFT:	Source: Tax Records	Bath 1 Size:	Bath 1 Level: 1
Basement SQFT+/-: 0	Walkout (Y/N):	Bath 2 Size:	Bath 2 Level: 1
Basement Finished SQFT:	Basement Unfinish. SQFT:	Utility Room Size:	Utility Room Level:
Elem: UNION	Middle: UNION	Other Room 1 Size: 16.9x10.11	Other Room 1 Level: 1
Living Room Size: 25.11x11.2	High: UNION (HEN CO)	Other Room 2 Size:	Other Room 2 Level:
Great Room Size:	Living Room Level: 1	Other Room 3 Size:	Other Room 3 Level:
	Great Room Level:	Outbuilding 1 Size: 46.3x38.3	Outbuilding 2 Size: 30.6x30.3

<b>FEATURES</b>	Show Instr: Call ERA Eagle to setup showings
Exterior: Stone, Vinyl	Patio/Deck/Porch: Covered
Roofing: Shingle	Pool: None
Windows: Replacement	2nd Outbuildings: Pole Barn-2
Window Treatments: Negotiable	Topography/Amenities: Gently Rolling
2nd Garage Type:	Heat Type: Forced Air
Driveway: Concrete	Heat Fuel: Gas-Propane
Fireplace: Gas Log	Air Conditioning: Central Air
Fence: Farm	Water Heater: Electric
Appl. Included: Negotiable	Media (TV): Satellite w/Controls
	Utility Companies: OTH
	Reserved:
	Water: Well
	Sewer: Septic
	Exemptions: Homestead, Mortgage
	Possession: Negotiable
	Show Instructions: Call for Appointment
	Docs on File: Aerial Photo, Agency, Sellers Disclosure, LBP ...
	Docs Online: Aerial Photo, Sellers Disclosure, LBP Form
	Common Amenities: None
	Flood Plain: Unknown
	Internet:

<b>FINANCIAL INFORMATION</b>			
Tax ID #: 013010220/0130102500	Improve. Value: 20400.00	Water Expense/Month:	Electric Expense/Month:
Land Value: 7100.00	Ditch Fee: 31.29	Sewage Expense/Month:	Gas Expense/Month:
Est. Annual Tax: 686.26	Blue River Conserv. Fee:	Gas Available (Y/N): Yes	Seller Assisted (Y/N): No
Other Expense:	Other Expense/Per:	Assoc. Dues:	Assoc. Dues/Per:
	Assumption (Y/N): No	Auction (Y/N): No	Auction Date:

**REMARKS**  
 Well groomed mini-farm on scenic rolling acreage! Property is just 15 minutes South of the Muncie bypass & near Prairie Creek and Summit Lake! Nestled in the country between Richmond, New Castle, and Muncie, the house has many updates including 2002 central air, 2000 repl. windows, newer wonderful circular drive, & 2004 shingles. Low maintenance exterior w/ Vinyl Siding & Soffit. House features 2 car att. garage, 3 season room, large kitchen, living room & family room, 4 bedrooms, 1.5 baths, wrap around porch, and a second floor deck perfect to enjoy the view and watch the deer run! Also included, are ADT security w/fire protection, Dish Network satellite system, forced air furnace, and propane fireplace w/ remote. Property features outstanding buildings including heated insulated workshop - well lit with excellent storage and 10ft overhead doors in each building, concrete floors, horse stalls, water at east and west side of barn, fenced pasture, 6 ac. alfalfa field. Rare Find!!

**ADDENDUM**

Selling Agent:	Closing Date:	Sold \$:	Concessions:
Selling Office:	How Sold:	\$/SqFt: \$90.65	Buyer Points:

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