



SELLER'S CLOSING STATEMENT

1 Property Address 3708 W. Merrywood, Muncie, IN
 2 Place of Closing _____
 3 Closing Agent _____ Closing Date _____
 4 Seller Jason Adams Buyer Jarrel F. Blankenship

5 Sales Price \$ ~~118,100.00~~
 6 117,900
 7 _____
 8 _____
 9 Gross Amount Due Seller \$ ~~118,100.00~~

10 EXPENSES OF SELLER

11 Title Insurance \$ 500.00
 12 Pay-Off of First Mortgage _____
 13 Taxes (Payable May 2007) 656.73
 14 Broker's Commission ~~3,774.00~~ 3,750
 15 _____
 16 Closing Costs 2,500.00
 17 Deed 100.00
 18 Personal Items requested:
 19 Hot tub, bar stools, softener
 20 refrigerator, window coverings
 21 _____
 22 Closing January 31st, 2007
 23 _____
 24 _____
 25 _____
 26 Total Expenses \$ ~~7,530.73~~
 27 Net Amount Due Seller \$ ~~110,569.27~~
 28 7506.73 110,393.27

29 APPROVED:

30 _____ IB9000380 _____
 31 SALESPERSON/AGENT IN LICENSE # SELLER'S SIGNATURE

32 ERA Eagle Real Estate, Inc. IB59000380 Jason Adams
 33 BROKER OR COMPANY NAME IN LICENSE # PRINTED

34 Nicole L. Adams
 35 SELLER'S SIGNATURE

36 Nicole L. Adams
 37 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 #30. Copyright IAR 2005



COUNTER OFFER # 1

1 11:30 A.M. P.M. January 8, 2007

3 The undersigned makes the following Counter Offer to the Purchase Agreement dated January 7, 2007
4 concerning property commonly known as 3708 W. HONEYWOOD
5 in Monroe Township, Delaware County, Indiana between Jason Adams, Nicole L. Adams
6 and Stacy B. Chaney, Jerrel F. Blankenship as Seller(s)
7 as Buyer(s).

8 * Purchase Price to be \$ 119,100. Financing changed accordingly.
9
10
11 * Seller will pay a total of \$2,500.00 towards buyers closing costs.
12
13 * Seller will not fix fence.
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 # 1 is void if not accepted in writing on or before 9:00 A.M. P.M. Noon
31 on January 9, 2007

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.

38
39 SELLER BUYER SIGNATURE 01/08/2007 DATE Nicole L. Adams 01/08/2007 DATE
40
41 Jason Adams PRINTED
42 Nicole L. Adams PRINTED

ACCEPTANCE OF COUNTER OFFER # 1

44 The above Counter Offer # 1 is accepted at 8:15 A.M. P.M. Noon
45 Jan 9, 2007. Receipt of a signed copy of this Counter Offer is acknowledged.

46
47
48 Jerrel F. Blankenship 1/9/07 DATE SELLER BUYER SIGNATURE
49
50 Stacy B. Chaney-Blankenship 1/9/07 DATE
51
52 Jerrel F. Blankenship PRINTED Stacy B. Chaney-Blankenship 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 #16A, Copyright © IAR 2005



Listing Broker (Co.) ERA Eagle Real Estate () By Patrick Orr ()
office code Individual code
Selling Broker (Co.) ERA Eagle Real Estate () By Susan Orr-Miller ()
office code Individual code

**PURCHASE AGREEMENT
(IMPROVED PROPERTY)**

1 Date: January 7, 2007

2
3 1. **BUYER:** Jerral F. Blankenship, Stacy B. Chaney-Blankenship ("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 3708 W. Merrywood
8 in Monroe Township, Delaware County, Muncie
9 Indiana, 47302 (zip code) legally described as: Parkshire Place Sec D LOT #63

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: range,
16 dishwasher, refrigerator, microwave, softener, hot tub, bar stools and any window
17 coverings remaining in the home.
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 \$ 115,000.00 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 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 100.000 % of purchase price, payable in not less than 30 years, with an original rate of
51 interest not to exceed 7.750 % per annum and not to exceed 0 points. Buyer shall pay all costs of
52 obtaining financing, except sellers to contribute \$3000.00 towards buyers closing costs,
53 pre-pays, and escrows.
54

55 Buyers are pre-qualified with Kathy Lucas/National City 646-5571

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.

3708 W. Merrywood, Muncie, In 47302
(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 January 31, 2007, or
71 within 5 days after mortgage approval, 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 A. The possession of the Property shall be delivered to Buyer at closing within _____ days after closing or on or before
76 _____ if closed. For each day Seller is entitled to possession after closing, Seller shall pay to Buyer
77 at closing \$ n/a per day. If Seller does not deliver possession by the date required in the first sentence
78 of this paragraph, Seller shall pay Buyer \$ n/a per day as liquidated damages until possession
79 is delivered to Buyer; and Buyer shall have all other legal and equitable remedies available against the Seller.

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

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

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

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

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

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

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

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

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

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

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

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

3708 W. Merrywood, Muncie, In 47302
(Property Address)

JFB
JFB

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 FHAVA 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 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

171 Any encumbrances or defects in title must be removed and Seller must convey title free and clear of any encumbrances and title defects,
172 with the exception of any mortgage assumed by Buyer and any restrictions and easements of record which will not materially interfere
173 with Buyer's intended use of the Property. Seller shall order the commitment immediately after mortgage approval
174 other _____
175

176 Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the deed and vendors
177 affidavit), so that marketable title can be conveyed. A title company, at Buyer's request, can provide information about availability,
178 desirability, coverage, and cost of various title insurance coverages, gap and other endorsements.
179

180 16. TAXES: (Check paragraph A, B or C)
181

- 182 A. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on November 10
183 2007, and all taxes due thereafter. At or before closing, Seller shall pay all taxes for the Property payable before that date.
184 B. All taxes assessed for any prior calendar year and remaining unpaid shall be paid by Seller, and all taxes assessed for the current
185 calendar year shall be prorated between Seller and Buyer on a calendar-year basis as of the day immediately prior to the
186 Closing Date.
187

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

3708 W. Merrywood, Muncie, In 47302
(Property Address)

JFB

JFB
Jerral F. Blain

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) 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

3708 W. Merrywood, Muncie, In 47302
(Property Address)

JFB
JFB

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 # n/a

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): Sellers to repair chain link fence where needed with chain link material and replace (or repair to latch) double gate.

23. EXPIRATION OF OFFER: Unless accepted by Seller and delivered to Buyer by A.M. P.M. Noon, the 8th day of January, 2007, 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.

Jerral F. Blankenship 01/07/2007 Stacy B. Chaney-Blankenship 01/07/2007
BUYER'S SIGNATURE DATE BUYER'S SIGNATURE DATE

Jerral F. Blankenship Stacy B. Chaney-Blankenship
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.

Jason Adams 1/8/07 Nicole L. Adams 1-8-07
SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE

Jason Adams Nicole L. Adams
PRINTED 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 #02. Copyright IAR 2005



3708 W. Merrywood, Muncie, IN 47302
(Property Address)

Page 5 of 5 (Purchase Agreement)

JFB
Jerral F. Blankenship

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 January 7, 2007.

A. BUYER/TENANT ("Buyer"): Jerrel F. Blankenship, Stacy B. Chaney-Blankenship

B. SELLER/LANDLORD ("Seller"): Jason Adams, Nicole L. Adams

C. SUBJECT PROPERTY ("Property"): 3708 W. Merrywood

Muncie In 47302

D. NAME OF LIMITED AGENTS(S) ("Licensee"): Patrick Orr and Susan Orr-Miller

("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.

3708 W. Merrywood, Muncie, In 47302
(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.

Jerrold F. Blankenship 01/07/2007
 BUYER'S SIGNATURE DATE

Jerrold F. Blankenship
 PRINTED

[Signature] 1/8/07
 SELLER'S SIGNATURE DATE

Jason Adams
 PRINTED

Stacy B. Chaney-Blankenship 01/07/2007
 BUYER'S SIGNATURE DATE

Stacy B. Chaney-Blankenship
 PRINTED

[Signature] 1-8-07
 SELLER'S SIGNATURE DATE

Nicole L. Adams
 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.



3708 W. Merrywood, Muncie, In 47302
 (Property Address)

SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE
 State Form 46234 (R/1293)

Date (month, day, year)
 August 19, 2006

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 32-21-5) 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) **3708 W. Merrywood Lane
 Muncie, 47302**

1. The following are in the conditions indicated:

A. APPLIANCES	None/Not Included	Defective	Not Defective	Do Not Know
Built-in Vacuum System	<input checked="" type="checkbox"/>			
Clothes Dryer	<input checked="" type="checkbox"/>			
Clothes Washer	<input checked="" type="checkbox"/>			
Dishwasher			<input checked="" type="checkbox"/>	
Disposal			<input checked="" type="checkbox"/>	
Freezer	<input checked="" type="checkbox"/>			
Gas Grill	<input checked="" type="checkbox"/>			
Hood			<input checked="" type="checkbox"/>	
Microwave Oven	<i>Negative</i>		<input checked="" type="checkbox"/>	
Oven			<input checked="" type="checkbox"/>	
Range			<input checked="" type="checkbox"/>	
Refrigerator			<input checked="" type="checkbox"/>	
Room Air Conditioner(s)	<input checked="" type="checkbox"/>			
Trash Compactor	<input checked="" type="checkbox"/>			
TV Antenna/Dish	<input checked="" type="checkbox"/>			
Other:				
TV:				
<i>Dis. system - neg/full price</i>			<input checked="" type="checkbox"/>	

B. ELECTRICAL SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know
Air Purifier	<input checked="" type="checkbox"/>			
Burglar Alarm	<input checked="" type="checkbox"/>			
Ceiling Fan(s)			<input checked="" type="checkbox"/>	
Garage Door Opener			<input checked="" type="checkbox"/>	
Controls (1)			<input checked="" type="checkbox"/>	
Inside Telephone Wiring and Blocks/Jacks			<input checked="" type="checkbox"/>	
Intercom	<input checked="" type="checkbox"/>			
Light Fixtures			<input checked="" type="checkbox"/>	
Sauna	<input checked="" type="checkbox"/>			
Smoke/Fire Alarm(s)			<input checked="" type="checkbox"/>	
Switches and Outlets			<input checked="" type="checkbox"/>	
Vent Fan(s)			<input checked="" type="checkbox"/>	
60/100/200 Amp Service (Circle one)			<input checked="" type="checkbox"/>	

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.

C. WATER & SEWER SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know
Cistern	<input checked="" type="checkbox"/>			
Septic Field/Bed	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>
Hot Tub	<i>Negative</i>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Pumbing				<input checked="" type="checkbox"/>
Aerator System	<input checked="" type="checkbox"/>			
Sump Pump				<input checked="" type="checkbox"/>
Irrigation Systems	<input checked="" type="checkbox"/>			
Water Heater/Electric				<input checked="" type="checkbox"/>
Water Heater/Gas	<input checked="" type="checkbox"/>			
Water Heater/Solar	<input checked="" type="checkbox"/>			
Water Purifier	<input checked="" type="checkbox"/>			
Water Softener				<input checked="" type="checkbox"/>
Well				<input checked="" type="checkbox"/>
Septic and Holding Tank/Septic Mound				<input checked="" type="checkbox"/>
Geothermal and Heat Pump				<input checked="" type="checkbox"/>
Other Sewer System (Explain)	<input checked="" type="checkbox"/>			

	Yes	No	Do Not Know
Are the improvements connected to a public water system?		<input checked="" type="checkbox"/>	
Are the improvements connected to a public sewer system?		<input checked="" type="checkbox"/>	
Are there any additions that may require improvements to the sewage disposal system?		<input checked="" type="checkbox"/>	
If yes, have the improvements been completed on the sewage disposal system? *	<input checked="" type="checkbox"/>		
Are the improvements connected to a private/community water system?		<input checked="" type="checkbox"/>	
Are the improvements connected to a private/community sewer system?		<input checked="" type="checkbox"/>	

D. HEATING & COOLING SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know
Air Fan	<input checked="" type="checkbox"/>			
Central Air Conditioning			<input checked="" type="checkbox"/>	
Hot Water Heat	<input checked="" type="checkbox"/>			
Furnace Heat/Gas			<input checked="" type="checkbox"/>	
Furnace Heat/Electric	<input checked="" type="checkbox"/>			
Solar Home Heating	<input checked="" type="checkbox"/>			
Woodburning Stove	<input checked="" type="checkbox"/>			
Fireplace	<i>Gas log</i>			<input checked="" type="checkbox"/>
Fireplace Insert	<input checked="" type="checkbox"/>			
Air Cleaner	<input checked="" type="checkbox"/>			
Humidifier	<input checked="" type="checkbox"/>			
Propane Tank	<input checked="" type="checkbox"/>			
Other Heating Source:	<input checked="" type="checkbox"/>			

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 or settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below:

Signature of Seller: <i>[Signature]</i>	Date: <i>8/19/06</i>	Signature of Buyer: <i>Phacy B. Chaney</i>	Date: <i>8/19/06</i>
Signature of Seller: <i>[Signature]</i>	Date: <i>8/19/06</i>	Signature of Buyer: <i>[Signature]</i>	Date: <i>8/19/06</i>

The seller hereby certifies that the condition of 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:
----------------------	-------	----------------------	-------

Property Address (number and street, city, state, ZIP code) 3708 W. Merrywood Lane
Muncie, 47302

2. ROOF	Yes	No	Do Not Know	4. OTHER DISCLOSURES	Yes	No	Do Not Know
Age, if known: <u>1-8</u> Years				Do improvements have aluminum wiring?			<input checked="" type="checkbox"/>
Does the roof leak?		<input checked="" type="checkbox"/>		Are there any foundation problems with the improvements?		<input checked="" type="checkbox"/>	
Is there present damage to the roof?		<input checked="" type="checkbox"/>		Are there any encroachments?		<input checked="" type="checkbox"/>	
Is there more than one roof on the house?		<input checked="" type="checkbox"/>		Are there any violations of zoning, building codes, or restrictive covenants?		<input checked="" type="checkbox"/>	
If so, how many layers?		<u>2</u>		Is the present use a nonconforming use? Explain:		<input checked="" type="checkbox"/>	
3. HAZARDOUS CONDITIONS				Is the access to your property via a private road?		<input checked="" type="checkbox"/>	
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?				Is the access to your property via a public road?	<input checked="" type="checkbox"/>		
Explain:				Is access to your property via an easement?		<input checked="" type="checkbox"/>	
<p>*A-1 Whitaker "rejuvenated" septic system in 2006. Call A-1 Whitaker for details regarding rejuvenation process if you would like (254-4868). Since rejuvenation, in March of 2006, when East Central Indiana had severe storms, we had the septic system pumped for \$130 because the master tub and guest toilet were draining slowly.</p> <p>**After torrential rains, the crawlspace is prone to standing water. The crawlspace typically drains within hours. A new sump pump was installed in 2006.</p>				Have you received any notices by any governmental or quasi-governmental agencies affecting this property?		<input checked="" type="checkbox"/>	
				Are there any structural problems with the building?		<input checked="" type="checkbox"/>	
				Have any substantial additions or alterations been made without a required building permit?		<input checked="" type="checkbox"/>	
				Are there moisture and/or water problems in the basement, crawl space area, or any other area?	<input checked="" type="checkbox"/>		
				Is there any damage due to wind, flood, lightning, or rodents?		<input checked="" type="checkbox"/>	
				Have any improvements been treated for wood destroying insects?			<input checked="" type="checkbox"/>
				Are the furnace/woodstove/chimney/flue all in working order?	<input checked="" type="checkbox"/>		
				Is the property in a flood plain?		<input checked="" type="checkbox"/>	
				Do you currently pay flood insurance?		<input checked="" type="checkbox"/>	
				Does the property contain underground storage tank(s)?			<input checked="" type="checkbox"/>
Is the homeowner a licensed real estate salesperson or broker?		<input checked="" type="checkbox"/>					
Is there any threatened or existing litigation regarding the property?		<input checked="" type="checkbox"/>					
Is the property subject to covenants, conditions, and/or restrictions of a homeowner's association?		<input checked="" type="checkbox"/>					
Is the property located within one (1) mile of an airport?		<input checked="" type="checkbox"/>					

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

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>8/12/06</u>	Signature of Buyer: <u>[Signature]</u>	Date: <u>12/16/06</u>
Signature of Seller: <u>[Signature]</u>	Date: <u>8/14/06</u>	Signature of Buyer: <u>[Signature]</u>	Date: <u>12/16/06</u>

The seller hereby certifies that the condition of 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:
----------------------	-------	----------------------	-------

(Indiana Real Estate Commission; 876 IAC 1-4-2; filed Jun 1, 1994, 5:00 p.m.; 17 IR 2352; filed Jun 14, 1995, 11:00 a.m.; 18 IR 2787; readopted filed Jun 29, 2001, 9:56 a.m.; 24 IR 5824; filed Oct 28, 2002, 12:01 p.m.; 26 IR 789; filed Aug 6, 2003, 12:00 p.m.; 27 IR 186, eff Jan 1, 2004)

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

1 **PROPERTY ADDRESS:** 3708 W. Merrywood Lane, Muncie, 47302

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
13 **SELLER'S DISCLOSURE**

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

15
16 (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
17 _____
18 _____

19 (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

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

22
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.) JAB Buyer has received copies of all information listed above.

32 (d.) JAB Buyer has received the pamphlet Protect Your Family From Lead In Your Home.

33 (e.) JAB 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;

OR

36 (ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or
37 lead-based paint hazards.
38

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

40 (f.) JKO 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.25-34.1-10-8.8.)
43
44

3708 W. Merrywood Lane, Muncie, 47302
(Property Address)

Page 1 of 2 (Lead-Based Paint - Sales)

ERA Eagle Real Estate, Inc. 4020 N. Rosewood Ave. Muncie, IN 47304
Phone: (765) 212-1111 Fax: (765) 381-1111 The GRR Home Selling Team

Produced with ZipForm™ by RE FormsNet, LLC 19025 Fifteen Mile Road, Clinton Township, Michigan 48035 www.zipform.com

JAB
adams

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

54	<u><i>Jerrel F. Blankenship</i></u>	<u>12/16/06</u>	<u><i>[Signature]</i></u>	<u>8/19/06</u>
55	BUYER'S SIGNATURE	DATE	SELLER'S SIGNATURE	DATE
56	<u>Jerrel F. Blankenship</u>		<u>Jason Adams</u>	
57	PRINTED		PRINTED	
58	<u><i>Stacy B. Chaney-Blankenship</i></u>	<u>12/16/06</u>	<u><i>Nicole L. Adams</i></u>	<u>8/19/06</u>
59	BUYER'S SIGNATURE	DATE	SELLER'S SIGNATURE	DATE
60	<u>Stacy B. Chaney-Blankenship</u>		<u>Nicole L. Adams</u>	
61	PRINTED		PRINTED	
62	<u><i>[Signature]</i></u>	<u>12/16/06</u>	<u><i>[Signature]</i></u>	<u>8/19/08</u>
63	SELLING BROKER	DATE	LISTING BROKER	DATE
64				
65				
66				
67				
68				



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 # 37. Copyright IAR 2005.



3708 W. Merrywood Lane, Muncie, 47302
(Property Address)

1013

20-5-018
740
111852388

STACY B CHANEY
157 SHAMROCK CIRCLE APT 12
PENDLETON, IN 46064

DATE 7 Jan 2007

\$ 500.00

NO. OF PAGES
CHECK NO. 1013

DOLLARS

PAY TO THE ORDER OF ERA Eagle

Five hundred and no/100

National City

National City Bank of Indiana
Indianapolis, Indiana

MEMO 3708 W. Newwood St. B. Chaney

111852388

1013

⑆074000065⑆