

PURCHASE AND SALE AGREEMENT

Date August 6, 2012

1. Purchase and Sale. The undersigned Buyer agrees to buy, and the undersigned Seller agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows:

All that tract of land lying and being in Land Lot of the District, Section of Clark County, Indiana and being known as Address One Riverpointe Plaza #603-04, City Jeffersonville Zip Code 47130 according to the present system of numbering in and around this area, being more particularly described as Lot, Block, Unit, Phase/Section of subdivision as recorded in Plat Book, Page Clark County, Indiana records together with all lighting fixtures, all electrical mechanical, plumbing, air-conditioning and any other systems or fixtures as are attached thereto all plants, trees, and shrubbery now a part thereof, together with all the improvements thereon, and all appurtenances thereto, all being hereinafter collectively referred to as the "Property". The full legal description of said Property is the same as is recorded with the Clerk of the Superior Court of the County in which the Property is located and is made a part of this agreement by reference.

2. Purchase Price and Method of Payment. Buyer warrants and represents that at the time of closing Buyer will have sufficient cash (together with the loan or loans if any, as described herein) to complete the purchase contemplated herein and that Buyer (according to his actual current knowledge)

Buyer Initial does ("Sale of Buyer's Property Contingency Exhibit" attached) or Buyer Initial does not have real property to sell or lease in order to

complete the purchase contemplated herein and in the event of a "does not" selection above, Buyer further warrants that failure to sell the current residence or any other property will not be grounds for refund of earnest money in the event of loan denial.

The purchase of said Property shall be:

Two-hundred-eighty-nine thousand nine-hundred Dollars, (U.S.)\$ 289,900.00

to be paid as set forth in sub-paragraph A, B, or C [Select A, B or C below. The others are not a part of this Agreement]:

- A. All Cash At Closing: At Closing, Buyer shall pay purchase price to Seller in cash, or its equivalent. Buyer's obligation to close shall not be contingent upon Buyer's ability to obtain financing. Buyer shall pay all usual and customary closing costs.
B. Where Loan Is To Be Assumed, see Exhibit " " attached hereto and by reference made a part hereof.
C. Where New Loan Is To Be Obtained: Buyer shall immediately disclose to Seller, upon loan application, the name(s) or the lender(s) with which Buyer has applied.

(1) Loan Terms: This Agreement is made conditioned upon Buyer's "ability to obtain" (as hereinafter defined) a loan in the principal amount of % of the purchase price or \$, to be secured by a first lien security deed on the within described Property; said loan to be paid in consecutive monthly installments of principal and interest over a term of not less than years. Initial monthly payments of principal and interest shall not be more than \$. "Ability to obtain" as used herein means that Buyer is qualified to receive the loan described herein based upon lender's customary and standard underwriting criteria. Proceeds of said loan, together with any balance of such purchase price, shall be paid in cash or its equivalent by Buyer to Seller at closing. This loan shall be a [Select (a), (b), (c), or (d) below. The others are not a part of this Agreement.]:

- (a) Fixed Rate Mortgage Loan with an interest rate of not more than % per annum on the unpaid principal balance.
(b) Adjustable Rate Mortgage ("ARM") Loan with an initial interest rate of not more than % per annum on the unpaid principal balance. The interest rate payable to lender by Buyer may increase or decrease according to the terms of said loan, and as a result, the monthly installments of principal and interest payable by Buyer may increase or decrease.
(c) FHA or VA Loan with an initial interest rate of not more than % per annum on the unpaid principal balance, see Exhibit " ", attached hereto and by reference made a part hereof.
(d) Other Loan, see Exhibit " ", attached hereto and by reference made a part hereof.

(2) Closing Costs: Seller and Buyer shall pay their usual and customary closing costs.

(3) Loan Discount: Buyer shall pay any Loan Discount payable in connection with said loan in a sum not to exceed % of said loan amount.

(4) Private Mortgage Insurance: The initial Private Mortgage Insurance Premium, if any, for said loan and any portion of private mortgage insurance premium, which is required by lender to be spread over subsequent monthly payments, shall be paid by Buyer.

(5) Flood Insurance. If flood insurance is desired by Buyer, or required by Buyer's lender, Buyer shall pay for said flood insurance.

(6) Application and Escrow Deposits: Buyer agrees to make application for said loan within three ( 3 ) calendar days from Binding Agreement Date, to pursue said application diligently and in good faith, to execute all papers, to provide all documents, to perform all other actions necessary to obtain said loan and to accept such loan if approved by a lender. Should Buyer not apply for said loan in the time specified above, Seller may, upon written notification to Buyer, declare Buyer in default and Buyer thereafter shall have 5 calendar days to cure said default by providing Seller with written evidence of formal loan application. If required by lender, Buyer shall, in addition to the payment of principal and interest upon said loan, pay at closing the amount of money necessary to establish an escrow account and shall also pay, along with each monthly payment of principal and interest, one-twelfth of the annual ad valorem taxes and hazard insurance premiums for the Property, as estimated by lender. Buyer shall also pay each month the private mortgage insurance amount if required by lender.

**(7) Loan Options:** Buyer understands and acknowledges the possibility that many different loan programs, available from many different lenders, may well fit within the description of the loan set forth herein. No attempt has been made by Buyer to describe exactly all of the particular terms and conditions of said loan. The economics of this transaction, as bargained for by the parties, are such that Buyer agrees that a loan with terms consistent with those described herein shall be acceptable to Buyer and shall satisfy this loan contingency. Buyer, at his option and without voiding this agreement, may also apply for a loan with different terms and conditions and close the transaction provided (a) all other terms and conditions of this Agreement are fulfilled; and (b) the new loan does not increase the costs charged to the Seller. Buyer shall be obligated to close this transaction if Buyer has the ability to obtain a loan with terms as described herein and/or any other loan for which Buyer has applied and been approved.

**(8) Buyer's Loan Responsibility:** Buyer acknowledges and represents that he has not relied upon the advice or representations, if any, of Broker or Broker's Affiliated Licensees regarding the type of loan or the terms of any particular loan program to be obtained by Buyer. Buyer shall have the responsibility of independently investigating and choosing the lender, type of loan, and loan program to be applied for by Buyer in connection with Purchase Price and Method of Payment paragraph. Buyer agrees to hold harmless listing broker, selling broker and their affiliated licensees, from any claim or loss whatsoever arising out of Buyer's application and commitment for any loan, and with respect to the terms of the instruments evidencing or securing said loan.

**3. Earnest Money.** Buyer has paid to the Seller, Escrow Agent, \$ 1,000 check, OR \$ N/A cash, receipt whereof is hereby acknowledged by Seller, as earnest money, which earnest money is to be deposited in Seller's escrow/trust account and is to be applied as part payment of the purchase price of said Property at time of closing. All parties to this Agreement agree that Seller may deposit the earnest money in an interest-bearing escrow/trust account and that Seller will retain the interest earned on said deposit. Buyer and Seller understand and agree that Seller shall deposit the earnest money in Seller's escrow/trust account within five (5) banking days following the Binding Agreement Date. In the event the Earnest Money check is returned for insufficient funds or otherwise not honored by the bank drawn upon and Buyer has not delivered good funds to Seller within three (3) days of bank's notice, then and in that event, the Seller in his sole discretion shall have the right to terminate this Agreement by giving written notice to the parties. The parties to this Agreement understand and acknowledge that disbursement of earnest monies held by Seller, escrow agent, can occur only as follows: (A) at closing; (B) upon written agreement signed by all parties having an interest in the funds; (C) upon court order; (D) upon failure of any contingency or failure of either party to fulfill his obligations contained in this Agreement; or (E) as otherwise set out herein.

**4. Destruction of Property.** Should the Property be destroyed or substantially damaged before time of closing, Seller is to notify immediately the Buyer. After which, Buyer may declare this Agreement void and receive refund of earnest money deposited. In the event Buyer elects not to void this Agreement at this time, then within five (5) calendar days after Seller receives notification of the amount of the insurance proceeds, if any, Seller shall notify Buyer of the amount of insurance proceeds and the Seller's intent to repair or not repair said damage. Within five (5) calendar days of Seller's notification, Buyer may (A) declare this Agreement void and receive refund of earnest money deposited. or (B) consummate this agreement and receive such insurance as is paid on claim of loss if Seller has elected not to repair said damage.

**5. Condition of Prorerty.**

**A. Condition at Closing:** Seller warrants that at time of closing the Property will be in the same condition as it was on the Binding Agreement Date, normal wear and tear excepted.

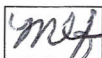
**B. Warranty(ies), Transfer:** Seller agrees to transfer to Buyer, at closing, Seller's interest in any manufacturer's warranties, service contracts, termite bond or treatment guarantee, and/or other similar warranties which by their terms may be transferable to Buyer.

**C. Utility Services:** Seller shall cause utility services, pool and spa to be operational so that Buyer may complete all inspections under this Agreement.

**D. Sellers Disclosure:** [Buyer must initial either sub-paragraph (1) or (2) below; the uninitialed sub-paragraph is not part of this Agreement.]  
The Seller's Property Disclosure Statement:

(1) Has not been received by Buyer. Seller shall provide said Property Disclosure to Buyer no later than two (2) calendar days from the Binding Agreement Date. In the event Seller fails to provide said Property Disclosure in a timely manner or said Property Disclosure discloses conditions which are unacceptable to Buyer, Buyer may terminate this Agreement by giving Seller written notice thereof within four (4) calendar days from Binding Agreement Date, in which case Holder shall return the earnest money to Buyer. In the event Buyer fails to provide said written notice, Buyer waives the right to terminate this Agreement in accordance with this paragraph.

OR

(2) Has been received by Buyer.  
  
 Buyer Initial

**6. Inspection.** Buyer, his inspectors or representatives, at Buyer's expense and at reasonable times during normal business hours shall have the right and responsibility to enter upon the Property for the purpose of making a diligent, prudent and competent inspection (including conducting the final walkthrough), by examining, testing, and surveying the Property. Buyer agrees to assume all responsibility for the acts of himself, his inspectors, and representatives in exercising his rights under this paragraph and agrees to hold Seller harmless for any damages or injuries resulting therefrom. The inspection of the Property shall include, but is not limited to: all appliances remaining with the Property, heating and air conditioning systems; plumbing (including without limitation, sewer/septic and water/well systems, pool and spa); electrical systems; roof, gutters, structural components, foundation, fireplace and chimney; drainage conditions or evidence of excessive moisture adversely affecting the structure; excessive levels (as defined by the Environmental Protection Agency) of radon, toxic wastes, hazardous substances including, but not limited to: lead, asbestos and ureaformaldehyde, or other undesirable substances; any other condition or circumstance which may adversely affect the Property, and any personal property described in this Agreement. Buyer waives any objection to matters disclosed by inspection which are of a purely cosmetic nature. [Select A.

Inspection Procedure or B. Property Sold "As Is" the other is not a part of this Agreement.]:

*YML*  
Buyer Initial

**A. Inspection Procedure**

1 Buyer shall, within ten ( 10 ) calendar days from Binding Agreement Date, make such inspection AND either:  
(a) accept Property in its present condition by written notice to Seller, OR (b) furnish to Seller a copy of the Inspection Report with a written Amendment to this Agreement setting forth those items in the inspection report which Buyer requests be repaired and/or replaced and which do not constitute substantial upgrade to the Property.

If Buyer does neither (a) nor (b) within the time period set forth in 6.A.1., then this paragraph 6.A. shall be deemed waived by Buyer.

2. If Buyer submits the written Amendment described in 6.A.1.b., then the Seller shall, within three ( 3 ) calendar days from Binding Agreement Date, either:

(a) sign the written Amendment, thereby agreeing to the provisions therein, OR (b) submit to Buyer a written counter Amendment. If Seller does neither (a) nor (b) within the time period set forth in 6.A.2., Buyer shall, within the time period set forth in 6.A.3, either:

(c) accept the Property in its present condition by written notice to Seller, OR (d) terminate this Agreement by written notice to Seller, in which case Seller shall return the earnest money to Buyer,

If Buyer does neither (c) nor (d) within the time period set forth in 6.A.3., this paragraph 6.A. shall be deemed waived by Buyer.

3. If Seller submits the written counter Amendment described in 6.A. 2. b., Buyer shall, within two ( 2 ) calendar days from Binding Agreement Date, either:

(a) sign the Seller's written counter Amendment, OR

(b) terminate this agreement by written notice to Seller, in which case Seller shall return the earnest money to Buyer.

If Buyer does neither (a) nor (b), within the time period set forth in 6.A.3., this paragraph 6.A. shall be deemed waived by the Buyer.

OR

Buyer Initial

**B. Property Sold "As Is".** All parties acknowledge and agree that the Property is being sold "AS IS" (except as provided in Condition of Property and Wood Infestation Report paragraphs), with any and all faults. The Seller shall have no obligation for repairs or replacements noted in any inspection(s) made by or for Buyer. Such repairs or replacements shall be the sole responsibility of Buyer.

**C. Property Acceptance.** Notwithstanding anything contained herein to the contrary, Seller's responsibility in connection with the Property shall cease at closing, and closing shall constitute Buyer's acceptance of the Property unless provision is otherwise made in writing. Nothing contained in the Inspection paragraph shall amend, alter, or modify Seller's obligations under the Condition of Property Paragraph herein.

**7. Wood Infestation Report.** No less than seven (7), but within thirty (30), days prior to the closing, the Seller shall cause to be made, at Seller's expense, an inspection of the main dwelling from a licensed pest control operator. If visible evidence of active or previous infestation is indicated, Seller agrees, prior to closing, to (A) treat said infestation and correct structural damages resulting from said infestation and provide documentation evidencing correction of same and/or (B) provide documentation, satisfactory to lender (if applicable), indicating that there is no structural damage resulting from any previous infestation. Seller, at closing, shall provide a letter on a standard form in accordance with the regulations of the Indiana Structural Pest Control Commission, stating that the main dwelling has been inspected and found to be free from visible evidence of active infestation caused by termite or other wood destroying organisms.

**8. Sewer/Sentic Tank And Public Water/Well.** Any lender imposed inspection(s) of the septic tank or well systems shall be obtained and paid for by Buyer. Seller warrants that the main dwelling on the above described Property is served by:

A. Public Sewer *YML* / *MSTL* or Septic Tank \_\_\_\_\_ / \_\_\_\_\_ or Private Sewer \_\_\_\_\_ / \_\_\_\_\_

B. Public Water *YML* / *MSTL* or Private Water \_\_\_\_\_ / \_\_\_\_\_ or Well \_\_\_\_\_ / \_\_\_\_\_  
(Buyer Initial) (Seller Initial) (Buyer Initial) (Seller Initial) (Buyer Initial) (Seller Initial)

**9. Home Warranty Program.** Buyer acknowledges that a home warranty may be available for the main dwelling at an additional cost.

**10. Title.**

**A. Examination.** Buyer shall have a reasonable time after the Binding Agreement Date to examine title and to furnish Seller with a written statement of objections affecting the marketability of said title. Seller shall have a reasonable time after receipt of such objections to satisfy all valid objections. If Seller fails to satisfy such valid objections within a reasonable time, then, at the option of Buyer evidenced by written notice to Seller, this Agreement shall be null and void. Marketable title as used herein shall mean title which a title insurance company licensed to do business in the State of Indiana will insure at its regular rates, subject only to standard exceptions unless otherwise specified herein. Buyer acknowledges that owner's title insurance may be purchased at closing, at Buyer's expense.

**B. Warranty.** Seller warrants that he presently has title to said Property. At the time of closing, Seller agrees to convey good and marketable title to said Property by general warranty deed subject only to (1) zoning ordinances affecting said Property, (2) general utility, sewer, and drainage easements of record upon which the improvements do not encroach, (3) subdivision easements and restrictions of record, and (4) leases, other easements, other restrictions and encumbrances specified in this Agreement. In the event leases are specified in this Agreement, Buyer agrees to assume Seller's responsibilities thereunder to the tenant and to the broker who negotiated such leases.

**11. Closing and Possession.**

- A. Taxes:** Real estate taxes on said Property for the calendar year in which the sale is closed shall be prorated as of the date of closing.
- B. Transfer Tax:** Seller shall pay State of Indiana property transfer tax.
- C. Closing Date:** This transaction shall be closed on or before September ~~11~~ 07, 20 12, provided however, (1) that in the event the loan described in Purchase Price and Method of Payment Paragraph herein above is unable to be closed on or before said date, or (2) that Seller fails to satisfy valid title objections, either Buyer or Seller may, at his option, by written notice to the other party, extend this Agreement's closing date seven (7) calendar days from the above-stated closing date.
- D. Possession:** Buyer agrees to allow Seller to retain possession of the Property until midnight zero ( 0 ) day(s) after closing. In the event that Seller retains possession of the Property beyond the day of closing, Seller does hereby guarantee that at the date of surrender of occupancy by the Seller, the Property shall be in the same condition as of the day of closing.
- E. Property Delivery Condition:** Seller shall deliver Property clean and free of debris at time of possession.
- F. Prorations:** Seller and Buyer agree to prorate between themselves, as of the date of closing or the day of surrender of the Property by the Seller (whichever is the later), association fees (if mandatory) and all utility bills rendered subsequent to closing which include service for any period of time the Property was owned/occupied by Seller or any prior owner/occupant.
- G. Closing Certifications:** Buyer and Seller agree (1) to comply with and (2) to execute and deliver such certifications, affidavits, and statements as are required at the closing in order to meet the requirements of Internal Revenue Code Section 144.

**12. Association/Assessment Fees.** Unless otherwise stated in an Association/Assessment Fee Exhibit, there are no mandatory association fees, nor any special assessment(s).

**13. Other Provisions.**

- A. Binding Effect.** The terms, covenants and conditions of this Agreement shall inure to the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and permitted assigns.
- B. Transfer or Assignment.** This Agreement shall not be transferred or assigned without the written consent of all parties to this Agreement and any permitted assignee shall fulfill all the terms and conditions of this Agreement.
- C. Survival of Agreement.** Any condition or stipulation not fulfilled at time of closing shall survive the closing, execution and delivery of the Warranty Deed until such time as said conditions or stipulations are fulfilled.
- D. Modification.** This Agreement may not be modified, altered or amended except by written instrument executed by the parties hereto.
- E. Entire Agreement.** This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.
- F. Governing Law.** This Agreement is made and entered into as a contract for the purchase and sale of real property to be interpreted under and governed and enforced according to the laws of the State of Indiana.
- G. Terminology And Captions.** All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Agreement" as used herein, as well as the terms "herein," "hereof," "hereunder," "hereinafter," and the like mean this Agreement in its entirety and all exhibits, amendments and addenda attached hereto and made apart hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this agreement.

**14. Responsibility to Cooperate.** All parties agree that such documentation as is reasonably necessary to carry out the responsibilities and obligations of this Agreement shall be produced, executed and/or delivered by said parties within time required to fulfill the terms and conditions of this Agreement.

**15. Alternate Dispute Resolution Available.** All parties to this Agreement acknowledge that, in the event a dispute arises after execution of this Agreement, there are alternatives to litigation through alternate dispute resolution methods, such as mediation and binding arbitration, provided all parties agree in writing to employ such methods. In the event that the parties agree to resolve any disputes which may arise after execution of this Agreement through binding arbitration, they will enter into a separate Arbitration or Mediation Agreement.

**16. Time is of the Essence.** Time is of the essence of this Agreement.

**17. Notices.** Except as may otherwise be provided for in this Agreement, all notices or demands required or permitted hereunder shall be delivered either (A) in person; (B) by overnight delivery service prepaid; (C) by facsimile (FAX) transmission; or (D) by the United States Postal Service, postage prepaid, registered or certified, return receipt requested. Such notices shall be deemed to have been given as of the date and time the same are actually received by receiving party.

**18. Disclaimer.**

- A. Independent Expert Advice:** Seller and Buyer acknowledge that they have not relied upon the advice or representations of any other party to this Agreement, including but not limited to: legal and tax consequences of this Agreement in the sale of the Property; the terms and conditions of financing; the purchase and ownership of the Property; the structural condition of the Property; the operating condition of the electrical, heating, air conditioning, plumbing, water heating systems, pool, spa and appliances in the Property; the availability of utilities to the Property; the investment potential or resale value of the Property; the availability and ownership of amenity package, if applicable; restrictive covenants and architectural controls; or any other system or condition enumerated in the "Inspection of property" paragraph above or any other

condition or circumstance which may adversely affect the Property. Seller and Buyer acknowledge that if such, or similar, matters have been of concern to them, they have sought and obtained independent advice relative thereto. Buyer acknowledges that closing shall constitute acceptance of the Property unless provision is otherwise made in writing.

**B. Property Conditions:** Seller and Buyer acknowledge that various substances used in the construction of the improvements on the Property or otherwise located on the Property may now or in the future be determined to be toxic, hazardous or undesirable and may need to be specially treated, handled and/ or removed from the Property. Persons who have an interest in the Property maybe required by law to undertake the clean-up of such substances. Buyer and Seller acknowledge that: neither party has expertise with respect to toxic wastes, hazardous substances or undesirable substances; such substances can be extremely costly to correct and remove; neither party was required to make any investigations or representations with respect to such substances; and except by separate agreement, there is no liability to Seller or Buyer regarding the presence of said substances on the Property. Seller and Buyer release one another from any claim, rights of action or suits relating to the presence of any hazardous substances, toxic wastes, or undesirable substances on the Property.

**19. Instructions to Closing Attorney.** Closing Attorney is instructed to: (A) transfer "Survival of Agreement" paragraph to the closing statement; (B) obtain and distribute to and from the appropriate parties such certifications, affidavits, and statements as are required in order to meet the requirements of Internal Revenue Code § 1445 (Foreign/Non-Foreign Sellers), or in the alternative to disburse and hold the sales proceeds in such a manner as may be required to comply with Internal Revenue Code § 1445; (C) file with the Internal Revenue Service the IRS Form 1099 B documenting this transaction, and comply with any other reporting requirements related thereto.

**20. Exhibits And Addenda.** In the event Personal Property shall remain with the property, the same shall be set out in a Bill of Sale attached hereto and made a part of this Agreement by reference thereto. The following Exhibits and/or Addenda are attached hereto and by reference made a part hereof:

N/A

**SPECIAL STIPULATIONS:** The following stipulations, if conflicting with any preceding paragraph, shall control:

- Buyer has the right to inspect for mold/other biological contaminants within ten (10) days, and for radon within ten (10) days.
- Buyer wishes to obtain owner's title insurance.
- Buyer requests parking spaces 139 and 140 in conjunction with this purchase.
- Buyer may not terminate this Agreement if the Property is located in an area requiring flood insurance or subject to limitations by reason of such location in a flood plain. Buyer shall pay for and be responsible for flood certification.
- Property was constructed after 1978, and there is no evidence of lead-based paint on the Property.

Special Stipulations Continued and made a part hereof.

**Time Limit of Offer.**

This instrument shall be open for acceptance until 6 o'clock P M, on the 7th day of August 20 12.

**Acceptance Date**

The above proposition is hereby accepted, \_\_\_\_\_ o'clock \_\_\_\_\_ M, on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

**Binding Agreement Date**

This instrument shall become a binding Agreement when written acceptance thereof or a facsimile (FAX) transmission of the accepted instrument is actually received by Buyer/Offeror. Upon receipt of acceptance, the other party shall be notified immediately.

*Mary L. Fishburn*

Buyer's Signature:

Print or Type Name: MARY L. FISHBURN

Buyer's Signature:

Print or Type Name: \_\_\_\_\_

Seller's Signature:

Print or Type Name: \_\_\_\_\_

Seller's Signature:

Print or Type Name: \_\_\_\_\_

Seller's Counteroffer

SELLER COUNTERS BUYER'S OFFERING PRICE  
WITH \$289,900. ALL OTHER TERMS ARE ACCEPTABLE.

**Time Limit of Counteroffer.**

This instrument shall be open for acceptance until 6 o'clock P M, on the 8TH day of AUGUST 20 12

Seller's Signature:

Print or Type Name: MARY LOU TRAUTWEIN-LANKIN 5:00 PM AUGUST 7, 2012

Mary Lou Trautwein Lankin

Seller's Signature:

Print or Type Name: \_\_\_\_\_

Buyer's Signature:

Print or Type Name: \_\_\_\_\_

Buyer's Signature:

Print or Type Name: \_\_\_\_\_

Buyer's Counteroffer

Buyer accepts offer of \$289,900 (two-hundred <sup>eighty-nine</sup> thousand nine-hundred  
dollars with one additional parking space (#612.)

**Time Limit of Counteroffer.**

This instrument shall be open for acceptance until 5 PM o'clock P M, on the 13 day of AUGUST 20 12.

Mary L. Fishburne

Buyer's Signature:

Print or Type Name: MARY L. FISHBURN

Buyer's Signature:

Print or Type Name: \_\_\_\_\_

Mary Lou Trautwein Lankin

Seller's Signature:

Print or Type Name: MARY LOU TRAUTWEIN-LANKIN

Seller's Signature:

Print or Type Name: \_\_\_\_\_



# SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

Approved by and restricted for use by members of the Southern Indiana REALTORS® Association, Inc. MLS Listings Only

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.



Property Address (number and street): 1 RiverPointe Plaza #603-04

City, State, and Zip Code: Jeffersonville, IN 47130

Date (mm/dd/yyyy): 08/04/12

Seller(s) 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(s) and the owner(s) 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(s) and the owner(s). 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. The owner(s) must complete and sign the disclosure form and submit the form to a prospective buyer(s) before an offer is accepted for the sale of the real estate.

### 1. THE FOLLOWING ARE IN THE CONDITIONS INDICATED:

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

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

Note: "Defect" means a condition that would have a significant adverse affect 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	X			
Septic Field / Bed	X			
Hot Tub	X			
Plumbing			X	
Aerator System	X			

C. WATER SEWER SYSTEM (cont.)	None/Not Included	Defective	Not Defective	Do Not Know
Sump Pump	X			
Irrigation Systems			X	
Water Heater / Electric			X	
Water Heater / Gas	X			
Water Heater / Solar	X			
Water Purifier	X			
Water Softener	X			
Well	X			
Septic & Holding Tank/ Septic Mound	X			
Other Sewer System:	X			
Explain:	X			

C. WATER SEWER SYSTEM (cont.)	Yes	No	Do Not Know
Are the improvements connected to a public water system?	X		
Are the improvements connected to a public sewer system?	X		
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?		X	
Are the improvements connected to a private/community water system?			
Are the improvements connected to a private/community sewer system?			

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

### E. ADDITIONAL COMMENTS AND/OR EXPLANATION (Use additional paper if necessary)

**Property Address (number and street):** 1 RiverPointe Plaza #603-04  
**City, State, and Zip Code:** Jeffersonville, IN 47130  
**Date (mm/dd/yyyy):** 08/04/12

2. ROOF	Yes	No	Do Not Know
Age, if known _____ years.			X
Does the roof leak?		X	
Is there present damage to the roof?		X	
Is there more than one roof on the house?		X	
If so, how many layers? _____		X	

3. HAZARDOUS CONDITIONS	Yes	No	Do Not Know
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?			X
<b>Explain:</b>			

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

The information contained in this Disclosure has been furnished by the Seller(s), 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(s) or owner(s) 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 buyer(s) at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller(s) and Buyer(s) hereby acknowledge receipt of this Disclosure by signing below.

Seller's Signature <i>May L. Truitt</i>	Date 8/8/12
Seller's Signature	Date

Buyer's Signature <i>Mary D. Fishburn</i>	Date
Buyer's Signature	Date

Exceptions, if any, to original disclosure:

Seller's Signature	Date
Seller's Signature	Date

The Seller(s) 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(s).

Seller's Signature	Date
Seller's Signature	Date

Additional comments, if any:

BUYER ACKNOWLEDGES RECEIPT OF DISCLOSURE AT CLOSING	
Buyer's Signature	Date
Buyer's Signature	Date

ORIGINAL: Listing Agency

Copy: Seller