

**CONTRACT FOR CONDITIONAL  
SALE OF REAL ESTATE**

This Contract made and entered into by and between James E. Wirick and Barbara J. Wirick,  
(hereinafter called "Seller") and Vernon H. Podgorski, (hereinafter called "Buyer").

**WITNESSETH:**

Seller hereby agrees to and does sell to Buyer, and Buyer hereby agrees to and does purchase from seller the following described real estate (including any improvements now and hereafter located on it) in Lake County, Indiana, (such real estate, including improvements, being hereinafter called the "Real Estate"):

Commonly known as: 735 E. 61<sup>st</sup> St., Merrillville, IN 46410  
Legally described as follows: PT. E2. NE. NW. S.10 T.35 R.8 .429AC. (E2. OF 330.72 x 128.62 FT.)  
EX. PT. IN R-W  
Old Parcel #: 08-15-0024-0016/New Parcel #: 45-12-10-128-003.000-030

2010 016264

Upon the following covenants, terms and conditions:

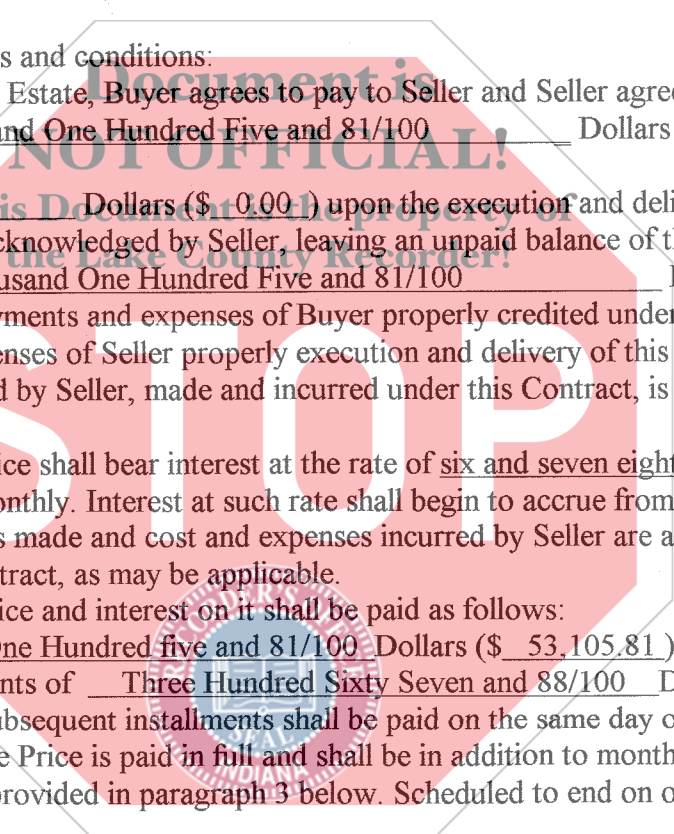
1. As the purchase price for the Real Estate, Buyer agrees to pay to Seller and Seller agrees to accept from Buyer the sum of Fifty Three Thousand One Hundred Five and 81/100 Dollars (\$ 53,105.81 ) in the following manner:

(a) The sum of Zero Dollars (\$ 0.00 ) upon the execution and delivery of this Contract. The receipt of such sum is hereby acknowledged by Seller, leaving an unpaid balance of the purchase price, in the sum of Fifty Three Thousand One Hundred Five and 81/100 Dollars (\$ 53,105.81 ). That amount, as it is reduced by payments and expenses of Buyer properly credited under this Contract, and as it is increased by payments and expenses of Seller properly execution and delivery of this Contract. The receipt of such sum is hereby acknowledged by Seller, made and incurred under this Contract, is hereinafter called the "Unpaid Purchase Price".

(b) The Unpaid Purchase Price shall bear interest at the rate of six and seven eighths percent (6.875%) per annum and will be computed monthly. Interest at such rate shall begin to accrue from the date of this Contract, or from the date payments made and cost and expenses incurred by Seller are added to the Unpaid Purchase Price pursuant to this Contract, as may be applicable.

(c) The Unpaid Purchase Price and interest on it shall be paid as follows:  
Fifty Three Thousand One Hundred five and 81/100 Dollars (\$ 53,105.81 ) on March 16, 2010, and in monthly installments of Three Hundred Sixty Seven and 88/100 Dollars (\$ 367.88 ) beginning March 15, 2010. Subsequent installments shall be paid on the same day of each month thereafter, until the Unpaid Purchase Price is paid in full and shall be in addition to monthly the amounts due for future taxes and other expenses as provided in paragraph 3 below. Scheduled to end on or before May 16<sup>th</sup>, 2036.

(d) Buyer shall have a grace period of ten (10) days from the due date of any installment required under this Contract within which to pay such installment. If such installment is not actually received by Seller within the grace period, then a late charge in the sum equal to Sixty Dollars (\$60.00) shall accrue and be immediately due and payable.



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CS  
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**FILED**

MAR 22 2010

051604

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

(e) Payments shall be made to Seller at 392 E. 300 S., Valparaiso, IN 46383 or at any such other address as designated in writing.

2. Buyer shall have the privilege of paying without penalty, at any time, any sum or sums in addition to the payments herein required. It is agreed that no such prepayments, except payment in full, shall stop the accrual of interest on the amount so paid until the next succeeding computation of interest after such payment is made. Interest shall not accrue after the date on which Buyer makes any payment that constitutes full payment of the Unpaid Purchase price.

3. Buyer agrees to assume and pay the taxes and penalties on the Real Estate beginning with the installment next due and payable hereafter together with all installments of real estate taxes due and payable thereafter, and Seller agrees to pay all taxes on the Real Estate due prior to the date of this Contract. Buyer, upon written notice to Seller, and at Buyer's expense, may contest on behalf of the parties any changes in the assessed value of the Real Estate. Buyer will pay monthly, in addition to the monthly principal and interest installments, a sum of Two Hundred Ninety Three and 30/100 Dollars (\$ 293.30 ) for payment of real property taxes and insurance. Said amount may be increased, at the discretion of the Seller, to account for any estimated increase in the amount of future real property taxes due and to include the cost of insurance premiums and other expenses which Seller may be required to pay on behalf of Buyer. Buyer agrees to pay any assessments, charges or penalties upon or applying to the Real Estate for public or municipal improvements or services which, after the date of this Contract are assessed or charged to the Real Estate.

4. At all times during the period of this Contract, Buyer shall:

(a) Keep the improvements located upon the Real Estate insured under fire and extended coverage policies in an amount not less than the Unpaid Purchase Price.

(b) Obtain standard liability insurance with coverage in amounts not less than Three Hundred Thousand Dollars (\$300,000.00) per occurrence.

(c) Pay premiums on such insurance policies as they become due. In the event of fire or other damage loss to the premises, Buyer will give immediate notice by mail to Seller, and Seller may make proof of loss if not made promptly by Buyer, and each insurance company concerned is hereby authorized and directed to make payments for such loss directly to Seller instead of to Buyer and Seller jointly, and the insurance proceeds, or any part thereof, may be applied by the Seller at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. Notwithstanding anything herein to the contrary, if Seller has paid any premium for insurance on the Real Estate (whether or not Buyer has reimbursed Seller therefore) Seller will be liable to the Buyer, if at all, only up to and not exceeding the amount of the insurance proceeds received by Seller, after the Seller has been compensated from such proceeds for Seller's interest due to the loss, for payment of the interest of Buyer as Buyer's interest may appear whether or not such proceeds may fully compensate Buyer for Buyer's interest.

5. (a) If Buyer fails to perform any act or to make any payment required by this Article III, Seller shall have the right at any time, without notice, to perform any such act or to make any such payment, and in exercising such right, to incur necessary and incidental costs and expenses, including attorney fees. Nothing in this provision shall imply any obligation on the part of the Seller to perform any act or to make any payment required of Buyer under the terms of this Contract

(b) The exercise of such right by Seller shall not constitute a release of any obligation of the Buyer under this Article III or a waiver of any remedy available under this Contract, nor shall such exercise constitute an estoppel to the exercise by Seller of any right or remedy of his for subsequent failure by the Buyer to perform any act or make any payment required by him under this Section 5.

(c) Payments made and all costs and expenses incurred by Seller in connection with the exercise of such right shall be added to the Unpaid Purchase Price.

(d) In the event Seller makes any such payments or incurs any such costs and expenses, the amount thereof shall bear interest at the Contract rate of interest provided herein.

6. Seller shall deliver the Real Estate to Buyer.

7. Seller covenants and agrees that upon the payment of all sums due under this Contract and the prompt and full performance by Buyer of all his covenants and agreements herein made, Seller will convey or cause to be conveyed to Buyer, by Warranty Deed, the above described Real Estate subject to restrictions and easements of record as of a date on or before the date of this Contract and all taxes and assessments which are Buyer's obligations.

8. Without Buyer's consent and without obligation to Buyer, Seller shall have the right to retain, obtain, renew, extend or renegotiate a loan or loans secured by mortgage(s) on the Real Estate.

9. Buyer may not sell or assign this Contract, Buyer's interest therein, or Buyer's interest in the Real Estate, without the written consent of Seller. No assignment or sale shall operate to relieve either party from liability hereon.

10. Seller shall have the right to enter and inspect the Real Estate at any reasonable time.

11. Buyer assumes all risk and responsibility for injury or damage to person or property arising from Buyer's use and control of the Real Estate and any improvements thereon. Buyer shall hold Seller harmless from all damages, claims and will defend against the same.

12. Time is of the essence of this Contract.

13. Upon the occurrence of any Event of Default, as herein defined, Seller shall have the right to pursue immediately any remedy available under this Contract as may be necessary or appropriate to protect Seller's interest under this Contract and in the Real Estate. The following shall each constitute an Event of Default for purposes of this Contract:

(a) Failure by Buyer for a period of ten (10) days to pay any payment required to be made by Buyer to Seller under this Contract when and as it becomes due and payable.

(b) Lease or encumbrance of the Real Estate or any part thereof by Buyer, other than as expressly permitted by Seller, since this is a "no-lien allowed" Contract.

(c) Causing or permitting by Buyer of the making of any levy, seizure or attachment of the Real Estate or any part thereof.

(d) Occurrence of an uninsured loss with respect to the Real Estate or any part thereof.

(e) Institution of insolvency proceedings against Buyer, or the adjustment, liquidation, extension, composition or arrangements of debts of Buyer or for any other relief under any insolvency law relating to the relief of debtors; or Buyer's assignment for the benefit of creditors or admission in writing of his inability to pay his debts as they become due; or administration by a receiver or similar officer of any of the Real Estate.

(f) Desertion or abandonment by Buyer of any portion of the Real Estate.

(g) Actual or threatened alterations, demolition, waste or removal of any improvement now or hereafter located on the Real Estate, except as permitted by this Contract.

(h) Failure by Buyer, for a period of thirty (30) days after written notice is given to Buyer, to perform or observe any other covenant or term of this Contract.

14. Upon the occurrence of an Event of Default, Seller shall elect his remedy as provided:

(a) Seller may declare this Contract terminated, and upon such a declaration all right, title and interest of Buyer in and to the Real Estate shall immediately cease and Buyer shall then be considered as a tenant holding over without permission and Seller shall be entitled to re-enter and take immediate possession of the Real Estate and to eject Buyer and all persons claiming under him. Further, Seller shall have the right to institute legal action to have this Contract terminated and to recover from Buyer all or any of the following:

(i) Possession of Real Estate;



(ii) Any payment due and unpaid at the time of filing of the action and becoming due and unpaid from that time until possession of the Real Estate;

(iii) Interest on the Unpaid Purchase Price from the last date to which interest was paid until judgment or possession is recovered by Seller whichever shall occur first; provided, however, that this shall not be constructed as allowing Seller to recover any interest which would be included under Subsection 14 (ii) above;

(iv) Due and unpaid real estate taxes, assessments, charges and penalties which Buyer is obligated to pay under this Contract;

(v) Premiums due and unpaid for insurance, which Buyer is obligated to provide under this Contract;

(vi) The reasonable cost of repair of any physical damage or waste to the Real Estate other than damage caused by ordinary wear and tear, acts of God and public authorities;

(vii) Any other amounts which buyer is obligated to pay under this Contract; or

(b) Seller may declare all of the sums secured by this Contract to be immediately due and payable, and Seller may institute legal action to recover same. When all of such sums are paid to Seller, Seller shall convey or cause to be conveyed to Buyer, by Warranty Deed, the Real Estate subject to restrictions and easements of records as of the date of this Contract and all taxes and assessments which are Buyer's obligations.

(c) In addition to the remedies set forth above, upon the occurrence of an Event of Default, Seller shall be entitled to:

(i) Retain (without prejudice to his right to recover any other sums from Buyer, or to have any other remedy under this Contract), as an agreed payment for Buyer's use of the Real Estate prior to the Event of Default, all payments made by Buyer to Seller and all sums received by Seller as proceeds of insurance or as other benefits or considerations pursuant to this Contract.

(ii) Request that a receiver be appointed over the Real Estate in accordance with Indiana law providing for real estate mortgage foreclosures.

(iii) Enforce any right without relief from valuation and appraisal laws.

15. The Buyers herein acknowledge that they or their representatives have fully examined the Real Estate and the improvements thereon, prior to the execution hereof, and that said Buyers know the physical condition thereof in all respects and that the same is acceptable to the Buyers "AS IS" and "AS SEEN" and said Buyers agree and acknowledge that no representations as to the physical condition or state of repair of the Real Estate in any respects, which have not been specifically expressed in this agreement. Buyer will keep and maintain the Real Estate in the same or better condition as when Buyer received possession and will comply with all applicable building codes.

16. (a) If Seller consists of more than one person, the persons signing this Contract as Seller shall be jointly and severally bound.

(b) Use of the masculine gender in this Contract shall comprehend, as appropriate, the feminine gender or the neuter gender as well.

(c) Seller is entitled to recover attorney fees, costs and expenses incurred by reason of enforcing his rights hereunder, including the expenses of preparing any notice of delinquency, whether or not any legal action is instituted.

(d) The failure or omission of either party to enforce any of his right or remedies upon any breach of any of the covenants, terms or conditions of this Contract shall not bar or abridge any of his rights or remedies upon any subsequent default.

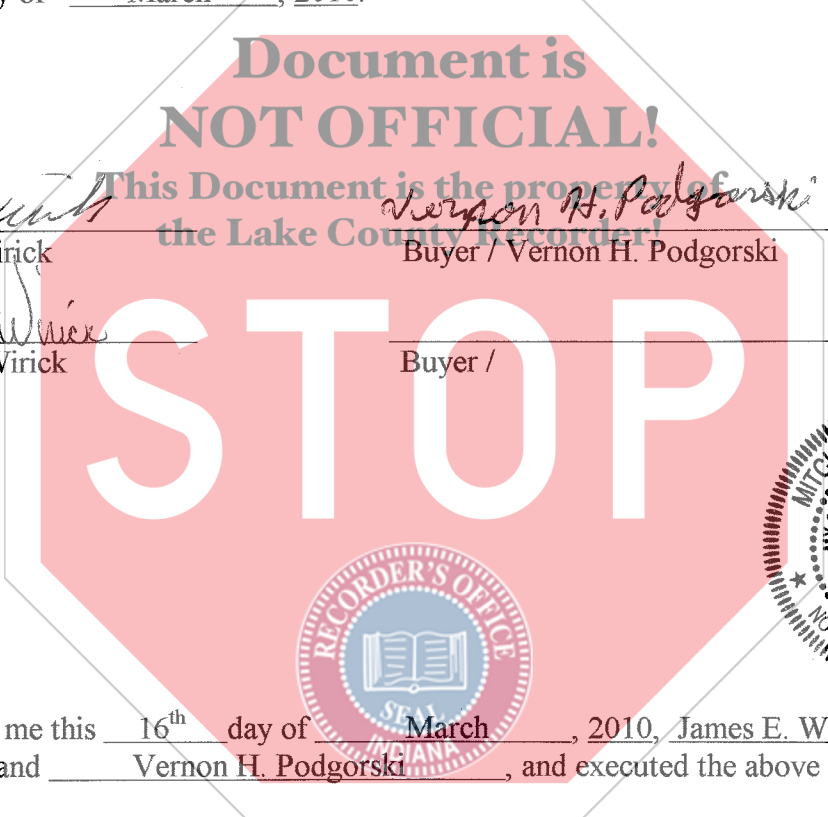
(e) Any notices to be given hereunder shall be in writing and deemed sufficiently given when

(1) Served on the person to be notified, or

(2) Placed in an envelope directed to the person to be notified at his last known address and directed to the person to be notified at his last known address and deposited in a United States Post Office mailbox, postage prepaid.

- (f) In computing a time period prescribed in this Contract, the day of the act or event shall not be counted. All subsequent days, including intervening weekend days and holidays, shall be counted in the period.
17. The lead-based paint addendum executed on this same date is incorporated herein and made a part hereof.
18. The Radon Gas and Mold Notice and Release Agreement executed on the same date is incorporated herein and made a part hereof.
19. (Additional Provisions)

IN WITNESS WHEREOF, the Seller and Buyer have executed this Contract in duplicate on this 16<sup>th</sup>, day of March, 2010.

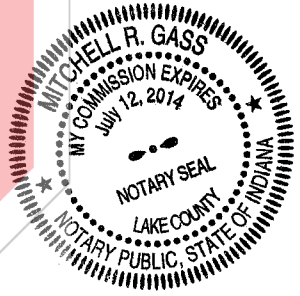


*James E. Wirick*  
 Seller / James E. Wirick

*Barbara J. Wirick*  
 Seller / Barbara J. Wirick

*Vernon H. Podgorski*  
 Buyer / Vernon H. Podgorski

Buyer /



Lake Co. IN.

Came before me this 16<sup>th</sup> day of March, 2010, James E. Wirick and Barbara J. Wirick and Vernon H. Podgorski, and executed the above agreement.

My commission expires: 7-12-14  
 Resident of Lake Co. IN.

*Mitchell R Gass*  
 Notary Public / Mitchell R. Gass

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

1 PROPERTY ADDRESS: 735 E. 61st St., Merrillville, IN 46410

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.

13 **SELLER'S DISCLOSURE**

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

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.

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.

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

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

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

33 (e.) VHP 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

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.) — 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.)**

735 E. 61st St., Merrillville, IN 46410  
(Property Address)

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>Vernon H. Podgorski</u>	<u>3/16/10</u>	<u>James E. Wirick</u>	<u>3/16/10</u>
55	BUYER'S SIGNATURE	DATE	SELLER'S SIGNATURE	DATE
57	<u>Vernon H. Podgorski</u>		<u>James E. Wirick</u>	
58	PRINTED		PRINTED	
61			<u>Barbara J. Wirick</u>	<u>3/16/10</u>
62	BUYER'S SIGNATURE	DATE	SELLER'S SIGNATURE	DATE
64			<u>Barbara J. Wirick</u>	
65	PRINTED		PRINTED	
67				
68	SELLING BROKER	DATE	LISTING BROKER	DATE



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 This is a legally binding contract, if not understood seek legal advice. Form # 37. Copyright IAR 2008.



735 E. 61st St., Merrillville IN 46410  
 (Property Address)



## Radon Gas & Mold Notice and Release Agreement

PROPERTY ADDRESS: 735 E. 61<sup>st</sup> St., Merrillville, IN 46410

### **PURCHASERS ARE HEREBY NOTIFIED THAT RADON GAS AND SOME MOLDS HAVE THE POTENTIAL TO CAUSE SERIOUS HEALTH PROBLEMS.**

Purchasers acknowledge and accept that the property described above is being offered for sale by James E. Wirick and Barbara J. Wirick, in "AS IS" condition with no representations or warranties made as to the condition of the property. This includes the possible hazards of Radon Gas and Mold Spores which may be present in, on or around the property.

Basic Definitions: Radon Gas is an invisible, odorless gaseous radioactive element. Mold is a general term for the visible growth of fungus, whether it is visible in an open and noticeable location or visible only when barriers such as walls, carpeting or other building components are removed.

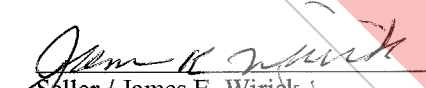
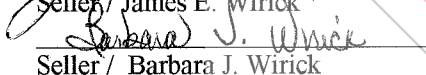
*The Seller and/or its Agent(s) are NOT qualified to advise Purchasers of the possible health risks associated with Radon and Mold, however, the Purchasers should be made aware that potential health risks may exist should Radon or Mold be present in, on or around this property. Purchasers represent and warrant that they have NOT relied upon the accuracy or completeness of any representations made by the Seller or its Agent(s) regarding the presence of Radon or Mold, nor has the Purchaser relied upon the same party's failure to provide information regarding the presence or effects of Radon or Mold found in, on or around this property.*

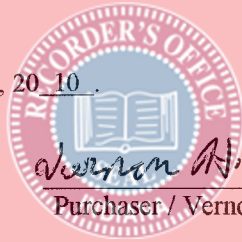
PURCHASERS ARE ENCOURAGED TO WRITE A PURCHASE AGREEMENT SUBJECT TO RADON AND MOLD INSPECTIONS TO BE CONDUCTED BY QUALIFIED AND EXPERIENCED PROFESSIONALS AT THE PURCHASERS EXPENSE PRIOR TO CLOSING. If the Purchase Agreement accepted by both Seller and Purchasers is NOT written subject to Radon and/or Mold inspections, the Purchaser will forfeit their rights to make the sale subject to the results of such tests at a later date but prior to closing. Purchasers are hereby notified and agree that they are solely responsible for any required remediation and /or resulting damages, including, but not limited to, any effects on health due to the presence of Radon or Mold in, on or around the property.


In consideration of the sale of the property to the undersigned Purchaser, Purchaser does hereby release, indemnify, hold harmless, and discharge the Seller and its Agent(s), both now and in the future, from all damages, claims and liability resulting from the presence of Radon or Mold in, on or around the Property.

Purchasers have been given the opportunity to review this agreement with the Purchaser's Attorney or other qualified representative. **Purchasers signatures below indicate that they have read and understood the contents of this agreement.**

Dated this 16<sup>th</sup> day of March, 2010

  
Seller / James E. Wirick  
  
Seller / Barbara J. Wirick



  
Purchaser / Vernon H. Podgorski  
Purchaser /



**ADDENDUM  
CONTRACT FOR CONDITIONAL  
SALE OF REAL ESTATE**

Lead Based Paint Hazard.  
Property Constructed Prior to 1978.

This property may have been constructed prior to 1978 and a lead based paint health hazard may be present. Seller has made no inquiry into the existence of lead based paint on this property and makes no representation, either written or oral, concerning the existence of lead based paint. Buyer hereby acknowledges that this property, which is being purchased from James E. Wirick and Barbara J. Wirick, may contain lead based paint.

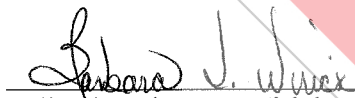
Purchaser has been given the lead paint disclosure and waives his right to make a risk assessment or inspection of the property.

Buyer understands and agrees that the Seller neither guarantees nor warrants that all lead based paint and potential lead based paint hazards, if any, have been or will be eliminated from this property. Buyer understands that lead based paint may present an increased danger to children. Despite this possibility, upon termination of the contingency stated hereinabove, Buyer elects to close the sale on this property. Further, Buyer agrees to hold James E. Wirick and Barbara J. Wirick harmless for any injury or illness resulting from lead based paint or lead based paint hazards on the property.


**This Document is the property of  
the Lake County Recorder!**

IN WITNESS WHEREOF, Seller and Buyer have executed this Contract in duplicate on this  
16th day of March, 2010

  
\_\_\_\_\_  
Seller / James E. Wirick

  
\_\_\_\_\_  
Seller / Barbara J. Wirick



  
\_\_\_\_\_  
Buyer / Vernon H. Podgorski

\_\_\_\_\_  
Buyer /





Property Address (number and street, city, state, ZIP code)

735 E. 61st St., Merrillville, IN 46410

2. ROOF				4. OTHER DISCLOSURES				
Yes	No	Do Not Know	Yes	No	Do Not Know	Yes	No	Do Not Know
			Do improvements have aluminum wiring?					
			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 nonconforming use? Explain:					
			Is the access to your property via a private road?					
			Is the access to your property via a public road?					
			Is access to your property via an easement?					
			Have you received any notices by any governmental or quasi-governmental agencies affecting this property?					
			Are there any structural problems with the building?					
			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?					↓

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

SALE SHALL BE "AS IS" "WHERE IS" NO WARRANTIES

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: <i>[Signature]</i>	Date: 3/16/10	Signature of Buyer: <i>[Signature]</i>	Date: 3/16/10
Signature of Seller: <i>[Signature]</i>	Date: 3/16/10	Signature of Buyer:	Date:
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 June 1, 1994, 5:00 p.m. : 17 IR 2352)



Form #03. IAR 2008

