



SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE



DISCLAIMER: Listing and Selling Brokers cannot comment upon or interpret any part of this Disclosure Form. 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.

2370 Eppingham Drive, Lafayette, IN 47909
Property address (number and street, city, state, ZIP code)

1. The following are in the conditions indicated:

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

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

C. WATER & SEWAGE SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know	
Cistern	✓				
Septic Field / Bed	✓				
Septic and Holding Tank/Septic Mound	✓				
Hot Tub	✓				
Plumbing			✓		
Aerator System	✓				
Sump Pump	✓				
Irrigation Systems	✓				
Water Heater / Electric	✓		✓		
Water Heater / Gas			✓		
Water Heater / Solar	✓				
Water Purifier	✓				
Water Softener	✓				
Well	✓				
Other Sewer System (Explain)					
			Yes	No	Do Not Know
Are the structures connected to a public water system?			✓		
Are the structures connected to a public sewer system?			✓		
Are the structures connected to a private/community water system?				✓	
Is your well shared with another property owner?				✓	
Are the structures connected to a private/community sewer system?				✓	
Are there any additions that may require improvements to the sewage disposal system?				✓	
If yes, have the improvements been completed on the sewage disposal system?				✓	
Have you had problems with water pressure?				✓	
Have you had problems with septic system?				✓	
How deep is the well? _____					
Location of the well? _____					
Is the well dug or drilled? _____					
When was the septic last pumped? _____					

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.

Signature of Seller: Alicia J. Gerber <i>Alicia J. Gerber (by AG)</i>	Date: 3-31-15	Signature of Buyer:	Date:
Signature of Seller: Alexander R. Gerber <i>Alexander R. Gerber</i>	Date: 3-31-15	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 (at closing)	Date:	Signature of Seller (at closing)	Date:

D. HEATING & COOLING SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know
Attic Fan	<input checked="" type="checkbox"/>			
Central Air Conditioning			<input checked="" type="checkbox"/>	
Hot Water Heat - Boiler	<input checked="" type="checkbox"/>			
Furnace Heat / Gas	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
Furnace Heat / Electric	<input checked="" type="checkbox"/>			
Furnace Heat / Oil	<input checked="" type="checkbox"/>			
Solar House - Heating	<input checked="" type="checkbox"/>			
Woodburning Stove	<input checked="" type="checkbox"/>			
Fireplace	<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"/>			
Heat Pump	<input checked="" type="checkbox"/>			
Baseboard	<input checked="" type="checkbox"/>			
Geo-Thermal	<input checked="" type="checkbox"/>			
Radiant	<input checked="" type="checkbox"/>			
Other Heating Source	<input checked="" type="checkbox"/>			
Do you own your fuel tank? Yes <input type="checkbox"/> No <input type="checkbox"/>				

2. ROOF	Yes	No	Do Not Know
Age, if known: _____ Years.			
Does the roof leak?		<input checked="" type="checkbox"/>	
Is there present damage to the roof?		<input checked="" type="checkbox"/>	
Is there more than one layer of shingles on the house?			<input checked="" type="checkbox"/>
If yes, how many layers?			
Other Roof Material: _____			

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 the house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation or PCB's?		<input checked="" type="checkbox"/>	
Is there contamination caused by the manufacture of a controlled substance on the property that has not been certified as decontaminated by an inspector approved under IC 13-14-1-15?		<input checked="" type="checkbox"/>	
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?		<input checked="" type="checkbox"/>	
Explain: _____			

4. POOL INFORMATION
Brand / Type _____ Depth _____
Age of Pool _____ Age of Pump _____
Age of Liner _____ # of Gallons _____
Does the pool & all equipment that is staying function properly? Yes <input type="checkbox"/> No <input type="checkbox"/> Comments: _____

5. OTHER DISCLOSURES	Yes	No	Do Not Know
Do structures have aluminum wiring?			
Are there any foundation problems with the structures?		<input checked="" type="checkbox"/>	
Are there any encroachments?		<input checked="" type="checkbox"/>	
Are there any violations of zoning, building codes or restrictive covenants?		<input checked="" type="checkbox"/>	
Is the present use a non-conforming use? Explain: _____		<input checked="" type="checkbox"/>	
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, or have there been, 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, termites or rodents?		<input checked="" type="checkbox"/>	
Have any structures been treated for the presence of wood destroying insects?			
If so, when? _____			
Is there a current service contract with an exterminator? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
If so, company name and annual cost: _____ \$ _____			
Are the furnace/wood stove/chimney/flue all in working order?	<input checked="" type="checkbox"/>		
Is the property covered by hazard/homeowner insurance?	<input checked="" type="checkbox"/>		
To your knowledge, have there been losses or claims related to the structure reported in the last 3 years?		<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 broker?		<input checked="" type="checkbox"/>	
Is there any threatened or existing litigation regarding the property?		<input checked="" type="checkbox"/>	
Is the property located within one (1) mile of an airport?		<input checked="" type="checkbox"/>	
Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	

Signature of Seller: Alicia J. Gerber <i>Alicia J. Gerber (by AG)</i>	Date: 3-31-15	Signature of Buyer:	Date:
Signature of Seller: Alexander R. Gerber <i>Alexander R. Gerber</i>	Date: 3-31-15	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 (at closing)	Date:	Signature of Seller (at closing)	Date:

2370 Eppingham Drive, Lafayette, IN 47909

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

5. OTHER DISCLOSURES cont.	Yes	No	Do Not Know
What is the association fee? <u>?</u>			
Is your driveway shared with a neighbor?		✓	
Is the access to your property via a private road?		✓	
Is there a shared maintenance expense?		✓	

5. OTHER DISCLOSURES cont.	Yes	No	Do Not Know
Is the access to your property via a public road?	✓		
Is the access to your property via an easement?		✓	
If yes, explain: _____			

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: Alicia J. Gerber <i>Alicia J. Gerber (by AG)</i>	Date: <i>3-31-15</i>	Signature of Buyer:	Date:
Signature of Seller: Alexander R. Gerber <i>Alexander R. Gerber</i>	Date: <i>3-31-15</i>	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 (at closing)	Date:	Signature of Seller (at closing)	Date:
----------------------------------	-------	----------------------------------	-------

(Indiana Real Estate Commission; 876 IAC 9-1-2)

SHOWING INSTRUCTIONS FORM

CENTRALIZED SHOWING SERVICE

Lafayette

GENERAL

Listing Agent: Cathy Russell ID: 1541 Property MLS #:
Listing Address: 2370 Effingham MLS Area:
City: State: Zip: 47809 Status: A Price: 130,000

INSTRUCTIONS

- GO - Used for vacant properties when no one needs to be called to set up the showing.
Courtesy - CSS calls to notify the seller/tenant about the showing. Approval is NOT REQUIRED.
Appointment Required - CSS calls the seller/tenant to obtain APPROVAL.
Non-CSS - CSS will not schedule showings on this listing.

Instructions for CSS

Text alex
765.404.9777

Instructions to be read to Showing Agents

Usually there only on weekend

CSS sets up appraisals Yes No

CSS sets up inspections Yes No

ALARM / ENTRY

Alarm Arm: Alarm Disarm: Alarm Location:
Electronic Box - Type: Combo - Combo Code: None

SELLER ACCESS INFORMATION

(Set your sellers up with online access and other options.)

Seller's Name:
Seller's Email/Login ID: Seller's Password

- Should the seller be able to change showing instructions on the website?
Should an email be sent allowing the seller to authorize a showing online?
Should the seller receive showing notification by email?
Should the seller have access to the Listing Journal on the website?
Should feedback be approved before the seller can see it?
Should the seller receive feedback by email when an agent provides feedback?
Should the seller see feedback in their Showing Report on the website?

CONTACTS

Text message Approval - Seller can approve showings using text messages on their cell phone. Add up to 3 mobile numbers.

() () ()
Text Message Approval #1 Text Message Approval #2 Text Message Approval #3

This is who CSS should phone for the appointment. In most cases this will be your seller or tenant.

Name Phone Number Type (Home, Cell, work, etc.)
1)
2)
3)

REPORTS

(Send ADDITIONAL reports and notifications to the following email addresses.)

Email Address: cathy@russellteam.com

Seller Reports

- Confirm Showings Email
Seller Showing Notification
Daily Seller Report
Weekly Seller Report
Seller Feedback Email

Agent Reports

- Agent Showing Notification
Daily Agent Report
Weekly Agent Report
Agent Feedback Email

Seller Reports

- Confirm Showings Email
Seller Showing Notification
Daily Seller Report
Weekly Seller Report
Seller Feedback Email

Agent Reports

- Agent Showing Notification
Daily Agent Report
Weekly Agent Report
Agent Feedback Email

2370 Eppingham Unit/Apt #
Lafayette 47909



List Price	\$119,900	Orig \$	\$121,900	Sale \$	\$119,900	Status	Sold
MLS #	376915	Area	Tippecanoe County	Contingency Type			
Orig MLS #	9959610	Type	Site-Built Home	DOM	36		
Pend Date	5/28/2013	Closing Date	6/24/2013	LDR	4/23/2013 1:00 AM		
Price Chg	5/14/2013	Buyer Off	The Russell Company	Buyer Agt	Cathy C Russell		
Fin. Code	Conventional	Close Allw	\$2,000.00	BBC	3%		
Descript	CC	Var Rate	No	Township	Wea		
REO Y/N	No	Water Frntg	No	Garage/#	2.0	Type	Attached
Subd	Stones Crossing						
County	Tippecanoe County						
List Type	ERTS						

Property Information	
Ttl Fin SqFt	1,425
AG Fin SqFt	1,425
BG Fin SqFt	0
BG Unfin SqFt	0
Bsmt/Fnd	Slab, None
# Rooms	7
# Bedrooms	3
# Full Baths	2
# Half Baths	0
# Full Baths Main	2
# Full Baths Upper	0
# Full Baths Below Grade	0
Lot Dim	70x125
Acres	0.2000
# Fireplaces	1
Pool	No

Tax Information	
Annual Taxes	\$73,390.00
Assd Value \$	\$117,000.00
Parcel# ID	79-11-10-377-003.000-031
EXEMPTIONS	
New Const	Not Applicable
Possession	Day of Closing
HOA Dues \$	\$0.00
HOA Freq	Not Applicable
Year Built	2004
Water Utility	CITY
Sewer	CITY
Schools	
Schl Dist	Tippecanoe School Corp.
Elem	Wea Ridge
Middle	Wea Ridge
High	Mc Cutcheon

Room Information		
Room	Dimensions	Level
Living/Great Rm	17 x 19	Main
Dining Rm	x	
Den	x	
Family Rm	x	
Kitchen	14 x 10	Main
Laundry Rm	x	
Breakfast Rm	x	
1st Bdrm	14 x 13	Main
2nd Bdrm	13 x 11	Main
3rd Bdrm	10 x 13	Main
4th Bdrm	x	
5th Bdrm	x	
UTL	6 x 6	Main
Extra Rm	10 x 12	Main

Features:

BASEMENT/FOUNDATION Slab, None
ARCHITECTURAL STYLE Ranch
HEATING/FUEL Gas, Forced Air
COOLING Central Air
LOT DESCRIPTION Level
EXTERIOR Brick, Vinyl
SALE INCLUDES Dishwasher, Microwave, Refrigerator, Range-Electric

AMENITIES 1st Bdrm En Suite, Cable Ready, Ceiling Fan(s), Ceilings-Vaulted, Detector-Smoke, Disposal, Foyer Entry, Garage Door Opener, Patio Open, Porch Open
DOCUMENTS AVAILABLE Sellers Disclosure

FIREPLACE Living/Great Rm, Fireplace Screen/Door, Gas Log

Remarks Hurry on this sharp gorgeous like new ranch! This spacious home features covered porch, vaulted ceilings, custom crown moldings, plant ledges, beautiful maple cabinets, ceramic tile and priced to sell at 121.9K

List Office	Keller Williams Lafayette - OFC: 765-807-7177	Office List No.	LA5097
List Agent	Kristy Sporre - Aqt: 765-426-5556	LB Descr	Mechanical/Co...
Zoning	R1 - Single Family Residential	<p><i>SCR 250 E - won Marca site Blvd Rt Spinel (N) Left W Eppingham</i></p>	
Legal	Stones Crossing Sec 3 Lot 117		
Showing	Call CSS at 237-0001		
Directions	Off Concord Rd.	Unbranded VTour	

Information is deemed reliable but not guaranteed. Copyright © 2015 Indiana Regional Multiple Listing Service LLC. All Rights Reserved.

Central Air	Yes
Primary Heat	Central Warm Air
Extra Fixtures	1
Total Fixtures	9
Fireplace	Yes
Features	Steel stack (IN) Steel prefab fireplace
Porches and Decks	CONCP 100 Open Frame Porch 186
Yd Item/Spc Fture/Outbldg	WOOD FRAME 400 SF
Last Updated	12/2/2011
Construction	Floor Base Area (sf) Fin. Area (sf) Value
Wood frame	1.0 1414 1414 87330

Improvements

Card 01

ID	Use	Stry Hgt	Const Type	Grade	Year Const	Eff Year	Cond	Base Rate	Features	Adj Rate	Size/ Area	Comp Value	Phys Depr	Obsol Depr	Mrkt Adj	% Comp	Value
D	DWELL	1	2/6 MASONRY	C	2005	2005	AV	0.00	STL, STL-STK	0	1414	105060	8	0	101	100	97600
G01	ATTGAR		WOOD FRAME		0	0	AV	28.25		28.25	20 x 20	11300	0	0	100	100	0

Transfers

Date	Owner 1	Owner 2	Book & Page	Amount
7/10/2013	HIGGINS MINDY B			\$119,900.00

Transfer History

Transfer #	Date	Type	Instrument	Instr #	Book	Page	From	To
23194	7/10/2013	Change Ownership	Warranty Deed				HIGGINS MINDY B	GERBER ALEXANDER R & ALICIA J

Valuation

Assessment Year		03/01/2014	03/01/2013	03/01/2012	03/01/2011
Reason for Change		4Y Reval	4Y Reval	4Y Reval	4Y Reval
VALUATION	Land	\$25,000	\$21,900	\$21,900	\$21,900
(Assessed Value)	Improvements	\$97,600	\$97,600	\$95,500	\$96,200
	Total	\$122,600	\$119,500	\$117,400	\$118,100
VALUATION	Land	\$25,000	\$21,900	\$21,900	\$21,900
(True Tax Value)	Improvements	\$97,600	\$97,600	\$95,500	\$96,200
	Total	\$122,600	\$119,500	\$117,400	\$118,100

Deduction

Tax Year	Deduction Type	Amount
2014 Pay 2015	Mortgage	\$3,000.00
2014 Pay 2015	Homestead - Supplemental	\$27,160.00
2014 Pay 2015	Homestead Credit/ Standard	\$45,000.00
2013 Pay 2014	Mortgage	\$3,000.00
2013 Pay 2014	Homestead - Supplemental	\$26,075.00
2013 Pay 2014	Homestead Credit/ Standard	\$45,000.00
2012 Pay 2013	Mortgage	\$3,000.00
2012 Pay 2013	Homestead - Supplemental	\$25,340.00
2012 Pay 2013	Homestead Credit/ Standard	\$45,000.00
2011 Pay 2012	Mortgage	\$3,000.00
2011 Pay 2012	Homestead - Supplemental	\$25,585.00
2011 Pay 2012	Homestead Credit/ Standard	\$45,000.00
2010 Pay 2011	Mortgage	\$3,000.00
2010 Pay 2011	Homestead - Supplemental	\$24,675.00
2010 Pay 2011	Homestead Credit/ Standard	\$45,000.00
2009 Pay 2010	Mortgage	\$3,000.00
2009 Pay 2010	Homestead - Supplemental	\$23,905.00
2009 Pay 2010	Homestead Credit/ Standard	\$45,000.00
2008 Pay 2009	Mortgage	\$3,000.00
2008 Pay 2009	Homestead - Supplemental	\$27,510.00
2008 Pay 2009	Homestead Credit/ Standard	\$45,000.00
2007 Pay 2008	Mortgage	\$3,000.00
2007 Pay 2008	Homestead Credit/ Standard	\$45,000.00

Tax History

Delinquent payments made after the fall due date will still show due in the year they were originally assessed. If paid, payment will show in the next tax year.

Detail:

Tax Year	Type	Category	Description	Amount	Bal Due
2013 Pay 2014	Property Tax Detail	Tax	1st Installment Tax	\$311.23	\$0.00
2013 Pay 2014	Property Tax Detail	Tax	2nd Installment Tax	\$311.23	\$0.00
2013 Pay 2014	Special Assessment Detail	Tax	JAMES N KIRKPATRICK DITCH 1st Installment Tax	\$6.26	\$0.00
2012 Pay 2013	Property Tax Detail	Tax	1st Installment Tax	\$318.74	
2012 Pay 2013	Property Tax Detail	Tax	2nd Installment Tax	\$318.74	
2012 Pay 2013	Special Assessment Detail	Tax	JAMES N KIRKPATRICK DITCH 1st Installment Tax	\$3.75	
2011 Pay 2012	Property Tax Detail	Tax	1st Installment Tax	\$333.93	
2011 Pay 2012	Property Tax Detail	Tax	2nd Installment Tax	\$333.93	
2011 Pay 2012	Special Assessment Detail	Tax	JAMES N KIRKPATRICK DITCH 1st Installment Tax	\$1.88	
2011 Pay 2012	Special Assessment Detail	Tax	JAMES N KIRKPATRICK DITCH 2nd Installment Tax	\$1.87	
2010 Pay 2011	Property Tax Detail	Tax	1st Installment Tax	\$320.99	
2010 Pay 2011	Property Tax Detail	Tax	2nd Installment Tax	\$320.99	
2010 Pay 2011	Special Assessment Detail	Tax	JAMES N KIRKPATRICK DITCH 1st Installment Tax	\$1.88	
2010 Pay 2011	Special Assessment Detail	Tax	JAMES N KIRKPATRICK DITCH 2nd Installment Tax	\$1.87	

Total:

Tax Year	Amount	Bal Due
2013 Pay 2014	\$628.72	\$0.00
2012 Pay 2013	\$641.23	
2011 Pay 2012	\$671.61	
2010 Pay 2011	\$645.73	

Payments

Detail:

Tax Year	Payment Date	Paid By	Amount
2013 Pay 2014	11/10/2014		\$311.23
2013 Pay 2014	5/9/2014	Lereta	\$317.49
2012 Pay 2013	11/8/2013	Lereta	\$318.74
2012 Pay 2013	5/2/2013	Corelogic	\$322.49
2011 Pay 2012	11/5/2012	Corelogic	\$335.80
2011 Pay 2012	5/3/2012	Corelogic	\$335.81
2010 Pay 2011	11/4/2011	Corelogic	\$322.86
2010 Pay 2011	5/4/2011	Corelogic	\$322.87

Total:

Tax Year	Amount
2013 Pay 2014	\$628.72
2012 Pay 2013	\$641.23
2011 Pay 2012	\$671.61
2010 Pay 2011	\$645.73

Current Property Record Cards

 [79-11-10-377-003.000-031.pdf](#)

(Requires Adobe Acrobat Reader)




Historic Property Record Cards

 [146048020360.pdf](#)

(Requires Adobe Acrobat Reader)



Historic Parcel Tax Report

 [79-11-10-377-003.000-031.pdf](#)

(Requires Adobe Acrobat Reader)



Notes

7/10/2013	HISTORY	<p>07/10/13 HMSTD DEDUCTION FILED FOR 2013 BY ALEXANDER & ALICIA GERBER MORTGAGE DEDUCTION FILED FOR 2014 (PFCU) / SE 07/29/13 MAILING ADDRESS CHANGED PER DOC 313-015553 / SE 07/10/13 TRANSFER WD MINDY B HIGGINS TO ALEXANDER R & ALICIA J GERBER H&W /PG 2006-08-22 TRANSFERRED FROM DILLEY DAWN 2006-08-22 TO HIGGINS MINDY B 2006-08-22 WARRANTY DEED DOC # 006018759 2006-08-22 HMSTD FILED 2007 BY HIGGINS MINDY B 2006-08-22 2007 MORTGAGE DEDUCTION FILED (INDUSTRIAL FEDERAL CRD UN) 2005-03-02 TRANSFERRED FROM CONCORD ROAD LLC 2005-03-02 TO DILLEY DAWN</p>
7/9/2009	HISTORY	<p>2005-03-02 CORPORATE WARRANTY DOC # 005004567 2004-07-22 RECORD ADDED 2004-07-22 16.492 A SPLIT FROM 146-04600-0362 SUBDIV 2004-07-22 3.25 A SPLIT FROM 146-04800-0372 SUBDIV 2004-07-22 1.05 A SPLIT FROM 146-05300-0027 SUBDIV 2004-07-22 TO STONES CROSSING SECTION 3 DOC #04021062 2004-07-22 THE 16.492 A SPLIT FROM 146-04800-0362</p>

Sales Disclosures

[79-11-10-377-003.000-031.pdf](#)

No data available for the following modules: Historic Paper Property Crds. [Click here for help.](#)

Last Data Upload: 3/24/2015 2:52:26 AM

Summary

Parcel ID 79-11-10-377-003.000-031
Alternate ID 146-04802-0360
Property Address 2370 EPPINGHAM DR
 LAFAYETTE, IN 47909
Sec/Twp/Rng N/A
Tax Set WEA TOWNSHIP-TSC-B
Subdivision N/A
Brief Tax Description STONES CROSSING SEC 3 LOT 117
 (Note: Not to be used on legal documents)
Book/Page N/A
Acres 0.000
Class One Family Dwelling Platted

Owner

Deeded Owner
 Gerber Alexander R & Alicia J
 2370 EPPINGHAM DR
 LAFAYETTE, IN 47909

Site Description

Topography
Public Utilities Water
Street or Road Paved
Neigh. Life Cycle Static
Legal Acres 0
Legal Sq Ft 8,680

Land

Land Type	Soil ID	Actual Front	Acreege	Effect. Front	Effect. Depth	Product-ivity Factor	Depth Factor	Meas Sq Ft	Base Rate	Adj Rate	Extended Value	Influ. Factor	Value
View Lot \ Flat Value		70.000	0.000	70.000	124.000	1.00			25,000.00	25,000.00	25,000.00		25,000.00

Land Detail Value Sum 25,000.00

Farm Land Computations

Parcel Acreage 0
81 Legal Drain NV [-]
82 Public Roads NV [-]
83 UT Towers NV [-]
9 Homesite(s) [-]
Total Acres Farmland
True Tax Value 0.00
Measured Acres
Average True Tax Value/Acre 0.00
True Tax Value Farmland 0.00
Classified Land Total 0
Homesite(s) Value (+) 0.00
Total Land Value 25,000.00

Residential Dwellings

Card 01

Residential Dwelling 1

Occupancy
Story Height 1.0
Roofing Material: Asphalt shingles
Attic None
Basement Type None
Basement Rec Room None
Finished Rooms 0
Bedrooms 0
Family Rooms 0
Dining Rooms 0
Full Baths 2; 6-Fixt.
Half Baths 0; 0-Fixt.
Kitchen Sinks 1; 1-Fixt.
Water Heaters 1; 1-Fixt.



LISTING CONTRACT (Exclusive Right to Sell)



- 1. In consideration of services to be performed by The Russell Company (Broker/Company, hereinafter referred
- 2. to as "Broker") for Alicia J. Gerber, Alexander R. Gerber ("Seller").
- 3. Seller grants Broker the exclusive right and authority to sell or otherwise exchange the Property known as 2370 Eppingham Drive
- 4. in Tippecanoe County, Lafayette, Indiana, and
- 5. represents that no other listing contract is now in effect.
- 6. This contract begins on March 31, 2015, and expires at midnight on September 30, 2015, at a List Price of
- 7. \$ 130,000-.

- 8. The above list price includes the Property and all improvements and fixtures permanently installed and affixed thereto as referenced by the
- 9. computer profile sheet attached to this contract.

- 10. **A. EXCLUSIVE LISTING.** The parties understand and agree that this is an exclusive right to sell or otherwise exchange the Property, and Broker shall be entitled to the commission hereinafter established upon the occurrence of any of the following:
 - 11. the Property is sold or otherwise exchanged by any party, including Seller, to any party during the term of this contract or any renewal or extension;
 - 12. at the time Seller, Broker or other real estate licensee secures a buyer ready, willing and able to purchase or otherwise acquire the Property for such price and terms as specified, or such other price or terms as Seller may accept;
 - 13. the closing of an agreement entered into during the term of this contract or any renewal or extension and ultimately completed after the termination of this contract;
 - 14. default by Seller to any valid, fully executed, written agreement to sell or otherwise exchange the Property;
 - 15. the sale or exchange of the Property within 120 days after expiration of the term of this contract to any party with whom during the exclusive period of this listing Broker, Broker's representative or Seller had negotiations or discussions relative to the sale or exchange of the Property, unless said Property is relisted with another licensed Broker under an exclusive listing agreement.
- 16. Any commission required to be paid under items 1, 3 or 5 above shall be due and payable at the closing of the transaction. Any commission required to be paid under items 2 or 4 above shall be due and payable upon demand of Broker.
- 17. If Seller enters into an agreement which provides for a closing after the term of this contract, this contract shall automatically be extended to coincide with the closing date.

- 18. **B. BROKER'S COMMISSION.** The commission charged by the listing Broker for services rendered is solely a matter between Broker and Seller and is not fixed, controlled, suggested, recommended or maintained by the Indiana Association of REALTORS®, Inc., the Lafayette Regional Association of REALTORS®, Inc., its MLS or any other party. Seller has been advised of Broker's cooperative compensation policy.
- 19. Seller shall pay in cash to Broker for services a total commission of 6.000 % of the selling/exchange price.
- 20. Seller understands that if it becomes necessary for Broker to retain an attorney or initiate any legal proceedings in order to secure payment of the commission, then, in addition to all other sums which Broker may be entitled to recover, Broker shall also be entitled to recover court costs and reasonable attorney's fees and interest until the commission is paid or collected.

- 21. **C. EARNEST MONEY.** Earnest money, tendered to Broker, with an accepted Purchase Agreement, shall be deposited in Broker's escrow account until the sale is closed. In the event the sale is not closed, the earnest money will be distributed pursuant to Indiana law.

- 22. **D. PROPERTY INFORMATION.** Seller grants to Broker an exclusive, non-revocable, copyright license to disseminate, publish, modify and reproduce all of the content of this Listing Contract, including but not limited to price and terms of financing on a closed sale, photographs, drawings, written descriptions, narratives and motion pictures obtained or produced by Broker and Broker's agents pursuant to this Listing Contract, to members of the Lafayette Regional Association of REALTORS®, to other brokers upon request, and to the MLS, Internet or any advertising media. Seller agrees that Broker shall own all rights, title and interest, including but not limited to any copyright, in Property images taken by Broker's photographers or agents.

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

46. Seller agrees to consult with appropriate experts and accepts all risks for Environmental Contaminants and releases and holds
47. harmless all Brokers, their companies and sales associates from any and all liability, including attorney's fees and costs, arising
48. out of or related to any inspection, inspection result, repair, disclosed defect or deficiency affecting the Property, including
49. Environmental Contaminants. This release shall survive the closing.

50. F. AGENCY DISCLOSURES.

51. 1. **Office Policy.** Seller acknowledges receipt of a copy of the written office policy relating to agency.
52. 2. **Agency Relationship.** I.C. 25-34.1-10-9.5 provides that a Licensee has an agency relationship with, and is representing the
53. individual with whom the Licensee is working unless (1) there is a written agreement to the contrary; or (2) the Licensee is merely
54. assisting the individual as a customer. Licensee (Broker) represents the interests of the Seller as Seller's agent to sell the Property.
55. Licensee owes duties of trust, loyalty, confidentiality, accounting and disclosure to the Seller. However, Licensee must deal honestly
56. with a buyer and disclose to the buyer information about the Property. All representations made by Licensee about the Property are
57. made as the agent of the Seller. Seller is advised that the Property may be sold with the assistance of other Licensees working as
58. buyer agents and that Licensee's company policy is to cooperate with and compensate buyer agents. Buyer agents are Licensees
59. who show the Property to prospective buyers, but who represent only the interests of the buyer. Buyer agents owe duties of trust,
60. loyalty, confidentiality, accounting and disclosure to buyers. All representations made by buyer agents about the Property are not
61. made as the agent of the Seller.
62. 3. **Limited Agency Authorization.** Licensee or the principal or managing broker may represent Buyer as a buyer agent. If such a Buyer
63. wishes to see the Property, Licensee has agency duties to both Seller and Buyer, and those duties may be different or even adverse.
64. Seller knowingly consents to Licensee acting as a limited agent for such showings.
65. If limited agency arises, Licensee shall not disclose the following without the informed consent, in writing, of both Seller and Buyer:
66. (a) Any material or confidential information, except adverse material facts or risks actually known by Licensee concerning the physical
67. condition of the Property and facts required by statute, rule, or regulation to be disclosed and that could not be discovered by a
68. reasonable and timely inspection of the Property by the parties.
69. (b) That a Buyer will pay more than the offered purchase price for the Property.
70. (c) That Seller will accept less than the listed price for the Property.
71. (d) Other terms that would create a contractual advantage for one party over another party.
72. (e) What motivates a party to buy or sell the Property.
73. In a limited agency situation, the parties agree that there will be no imputation of knowledge or information between any party and the
74. limited agent or among Licensees.
75. Seller acknowledges that Limited Agency Authorization has been read and understood. Seller understands that Seller does not have
76. to consent to Licensee(s) acting as limited agent(s), but gives informed consent voluntarily to limited agency and waives any claims,
77. damages, losses, expenses, including attorneys' fees and costs, against Licensee(s) arising from Licensee's(s) role of limited
78. agent(s).

79. G. OWNERSHIP/TITLE INSURANCE/CONVEYANCE.

80. 1. Seller represents that Seller has the legal capacity to convey Property.
81. 2. Seller agrees to furnish a satisfactory commitment for the most current and comprehensive Title Insurance Policy available issued in
82. the name of Buyer in the amount of purchase price.
83. 3. Seller agrees to provide a survey if required by the title insurer to perfect title.
84. 4. Seller agrees to convey Property by a general warranty deed or other acceptable deed or contract.

85. H. SELLER AUTHORIZATION AND COOPERATION.

86. 1. Seller authorizes Broker to place a "FOR SALE" sign on Property, remove other such signs and upon accepted offer place a "SOLD"
87. sign on Property for a reasonable period of time.
88. 2. Seller will provide Broker with keys to be placed in a lockbox.
89. 3. Seller authorizes Broker and cooperating brokers, buyer brokers, Broker's personal assistants, contractors, inspectors, appraisers and
90. others necessary to market the Property to enter the Property at reasonable times. Seller acknowledges that a buyer may enter the
91. Property, by appointment, with contractors, inspectors or appraisers without being accompanied by Broker.
92. 4. Seller agrees to notify Broker of any change regarding occupancy.
93. 5. Seller will safeguard valuables and acknowledges that Broker is not an insurer of the real estate, improvements and personal property
94. located thereon and waives claims against Broker, Broker's authorized persons, the Lafayette Regional Association of REALTORS®,
95. Inc. and its MLS for loss and/or damage. Seller agrees to indemnify and hold harmless Broker and all authorized persons from claims
96. by third parties and from all loss and/or damage.
97. 6. Where a tenant/lessee occupies the Property, it is Seller's responsibility to obtain consent of tenant/lessee for reasonable access by
98. all authorized persons and the use of a key and/or lockbox.

- 99. 7. Seller authorizes Broker to obtain, and Seller's lending institutions to divulge, any and all mortgage or lien information requested by
- 100. Broker.
- 101. 8. Seller will provide information regarding Homeowner's Association.
- 102. 9. Seller will provide, as required by law, a Seller's Residential Real Estate Disclosure and Lead Based Paint Disclosure form.
- 103. 10. Seller agrees that maintaining the condition of the Property and related equipment is Seller's responsibility during the period of the
- 104. contract and/or until buyer's possession, whichever is later.

105. I. **FAIR HOUSING.** The Property shall be offered, shown and made available for sale to all persons without regard to race, color, religion, sex,
 106. national origin, handicap or familial status in accordance with all State and Federal laws.
 107. The National Association of REALTORS® Code of Ethics also prohibits REALTORS® from discriminating on the basis of sexual orientation.

108. J. **ADDITIONAL PROVISIONS AND ACKNOWLEDGMENTS.**

- 109. 1. This contract contains the entire agreement of the parties and cannot be changed except by their written consent.
- 110. 2. This contract is binding upon the parties, heirs, administrators, executors, successors and assigns.
- 111. 3. Broker may recommend service providers or product vendors, including lenders, loan brokers, title insurers, escrow companies,
- 112. inspectors, pest control companies, contractors and home warranty companies. Broker does not guarantee the performance of any
- 113. service provider. Seller is free to select products and providers other than those referred or recommended to Seller by Broker.
- 114. 4. Broker is not and shall not be charged with the responsibility for the custody, management, care, maintenance, protection or repair of
- 115. the Property, nor for the protection or custody of any personal property located thereon, unless provided for in another written
- 116. agreement.
- 117. 5. This contract may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of
- 118. which together shall constitute one and the same instrument. The parties agree that this contract may be transmitted between them
- 119. electronically or digitally. The parties intend that such signatures constitute original signatures and are binding on the parties. The
- 120. original document shall be promptly delivered, if requested.
- 121. 6. Seller consents to receive communications from Broker via telephone, U.S. mail, email and facsimile at the numbers/addresses
- 122. provided to Broker unless Seller notifies Broker in writing to the contrary.
- 123. 7. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C. 25-34.1-10-6-8.
- 124. 8. Seller and Broker agree to submit any dispute between them to the Lafayette Regional Association of REALTORS®, Inc. for review
- 125. and arbitration.
- 126. 9. Seller has read and understands this contract and its attached computer input sheets, believes that the information contained therein
- 127. is true and accurate, and acknowledges receipt of a copy.

128. K. **MULTIPLE OFFERS.** Seller does does not authorize Broker to disclose the existence of multiple offers to prospective buyers. If
 129. Seller authorizes such disclosure, Seller does does not authorize the disclosure of the terms of each offer. If Seller authorizes
 130. disclosure of the existence of offers, Broker shall also disclose whether offers were obtained by the listing licensee, another licensee in the
 131. listing company or by a cooperating Broker.

132. *Cathy C. Russell* 03/31/2015
 133. LICENSEE DATE
 134. Printed Cathy C. Russell

Alicia J. Gerber (by ARG) 03/31/2015
 SELLER'S SIGNATURE DATE
 Printed Alicia J. Gerber

135. The Russell Company
 136. BROKER OR COMPANY NAME
 137.

Alexander R. Gerber 03/31/2015
 SELLER'S SIGNATURE DATE
 Printed Alexander R. Gerber

138. _____ 03/31/2015
 139. PRINCIPAL/MANAGING BROKER DATE
 140. Printed Brian A. Russell

Indiana Regional Multiple Listing Service Data Forms are attached and made a part of this Listing Contract.



2506 Covington Street, West Lafayette, IN 47906
765-497-0700 (phone) 765-497-1003 (fax)
www.russellteam.com (website)

OFFICE POLICY DISCLOSURE FOR SELLERS

Address: 2370 Eppingham Drive, Lafayette, IN 47909

Summary of Cathy Russell Team Real Estate Office Policy When Working with Sellers

- **Consumer Agency Disclosure:** Indiana law (I.C. 25-34.1-10-9.5) provides that a Licensee has an agency relationship with, and is representing, the individual with whom the Licensee is working with unless (1) there is a written agreement to the contrary; or (2) the Licensee is merely assisting the individual as a customer without compensation. The Licensee (your Broker or Salesperson) at Cathy Russell Team Real Estate represents the interests of the Seller as a Seller's agent to sell the property. Such Licensee owes duties of trust, loyalty, confidentiality, accounting and disclosure to the Seller. However, Licensee must deal honestly with a buyer and disclose information to the buyer about the property. All representations made by Licensee about the property are made as the agent of the Seller.
- Seller is further advised that the property may be sold with the assistance of other Licensees working as buyer agents and that Licensee's company policy is to cooperate with and compensate buyer agents. Buyer agents are Licensees who show the property to prospective buyers, but who represent only the interest of the buyer. Buyer agents owe duties of trust, loyalty, confidentiality, accounting and disclosure to buyers. All representations made by buyer agents about the property are not made as the agent of the Seller.
- **Limited Agency Disclosure/ Authorization:** The Licensee or the principal or managing broker may personally represent a seller as a seller's agent in the case of a listed property with Cathy Russell Team. If that occurs, then Licensee has agency duties to both Buyer and Seller which may be different or even adverse. Under such a circumstance, your agent will act as a disclosed Limited Agent under the laws of the State of Indiana.
- If limited agency arises, Licensee shall not disclose the following without the informed consent, in writing, of both Buyer and Seller:
 1. Any material or confidential information, except adverse material facts or risks actually known by Licensee concerning the physical condition of the property and 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 Seller will accept less than the listed price for the property.
 4. Other terms that would create a contractual advantage for one party over another party.
 5. What motivates a party to buy or sell the property?

In a limited agency situation, the parties agree that there will be no imputation of knowledge or information between any party and the limited agent or among Licensees.

PLEASE INITIAL THE LINES BELOW CONSENTING US TO DISCLOSE THE FOLLOWING TO A POTENTIAL BUYER, REGARDLESS OF OUR AGENCY RELATIONSHIP:

ARG Reason for selling moving to Sullivan

ARG Seller will consider offers for less than the listed price.

- **Required Duties Disclosure:** Indiana law (I.C. 25-34.1-10-9.5) provides that a Licensee must perform at least the following duties for the Buyer:
 1. Be available to receive and timely present offers and counteroffers for the property.
 2. Assist in negotiating, completing real estate forms, communicating, and timely presenting offers, counteroffers, notices, and various addenda relating to the offers and counteroffers until:
 - A. A purchase agreement is signed; and
 - B. All contingencies are satisfied or waived.
 3. Timely respond to questions relating to offers, counteroffers, notices, various addenda, and contingencies pertaining to the subject property.
- If a Licensee fails to perform the above duties, and another Licensee performs those duties on behalf of or at the request of the Buyer, then the performance of those duties by the other Licensee does not constitute an agency relationship. Further, a Licensee may lawfully perform duties in addition to those set forth above on behalf of or at the request of the Buyer.
- A Licensee's duties in a real estate transaction set forth in this office policy do not relieve the Buyer from the responsibility to protect his/her own interests. The Buyer should carefully read all documents to ensure they adequately reflect the Buyers understanding of the transaction. If legal, tax or other expert advice is desired, the Buyer should consult a qualified professional.
- **Code of Ethics and Standards of Practice Disclosure:** The Code of Ethics and Standards of Practice of the National Association of Realtors provides that Realtors must advise clients of the Realtor's company cooperative compensation policies and the possibility that sellers or sellers/ representatives may not treat the existence, terms, or conditions of offers as confidential unless confidentiality is required by law, regulation, or by any confidentiality agreement between the parties. Further, if a seller has approved disclosure of the existence of offers on the property, Realtors shall also disclose whether offers were obtained by the listing licensee, another licensee in the listing firm, or by a cooperating broker.
- **HOME PROTECTION PLANS:** We recommend on all "non" new construction homes purchase a one (1) year home protection plan for the buyer. The cost is free during the listing period with CRTRE to the seller. If the seller agrees to the buyers request for a Home Warranty, it runs approximately \$420. Amount is collected at closing out of the proceeds. The Home Warranty covers most mechanical defects for a period of one (1) year from the date of closing. Ask your agent for details.
- **Document Preservation Service:** The State of Indiana requires that real estate documents be maintained for 5 years after closing. The DPS provides access to all documents from your transaction via internet for seven years. The fee for this password protected internet based service is \$295.00.
- **Possession:** Possession of your home is typically given to buyer on the day of the closing unless otherwise arranged in the offer to purchase.
- By signing below, Seller acknowledges that Limited Agency Authorization has been read and understood. Seller understands that Seller does not have to consent to Licensee (s) acting as limited agent (s), but gives informed consent voluntarily to limited agency and waives any claims, damages, losses, expenses, including attorneys' fees and costs, against Licensee (s) arising from Licensee's (s) role of limited agents(s).

free during listing period

SELLER SIGNATURE: Alicia J. Gerber (by ARG)

SELLER SIGNATURE: Alexander R. Gerber

PRINTED NAME: Alicia J. Gerber DATE: 3-31-15

PRINTED NAME: Alexamder R. Gerber DATE: 3-31-15

SELLERS AGENT: [Signature]

DATE: 3/31/15

ADDENDUM TO LISTING CONTRACT

The Listing Contract for the properties commonly known is 2370 Eppingham Drive, Lafayette, IN 47909

PROPERTY CONDITION AND ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE

Seller acknowledges that Listing Broker, Selling Broker, and all sales persons associated with brokers are NOT experts and have NO special training, knowledge, or experience with regard to the evaluation or existence of defects in the property or its structures or of possible lead-based paint, radon, mold, or other biological contaminants ("Environmental Contaminants") which might exist and affect the property. Environmental Contaminants at harmful levels may cause property damage and serious illness, including but not limited to, allergic and/or respiratory problems, particularly in persons with immune system problems, young children and/or the elderly.

Seller agrees to consult with appropriate experts and accepts all risks for defects in the property and its structures and for Environmental Contaminants and releases and holds harmless all Brokers, their companies and sales associates from any and all liability, including attorney's fees and costs, arising out of or related to any inspection, inspection result, repair, disclosed defect or deficiency affecting the property, including Environmental Contaminants. This release shall survive the closing.

ARBITRATION

The parties to this Agreement agree that if there is any dispute whatsoever between them, their rights to file a lawsuit and present a case to a court of law are hereby waived and relinquished. In lieu of the right to file a lawsuit, the parties hereby agree that they shall submit any dispute between them to the Lafayette Regional Association of Realtors ("Association") for arbitration pursuant to the rules set forth by the Association. The parties agree that this provision is fair and reasonable, and is agreed to for the purpose of utilizing an expeditious determination of disputes between them. As used in this paragraph, the term "dispute" or "disputes" shall mean any claim or assertion of liability whatsoever, in which one party asserts the other party is liable for its actions or failure to take actions, or for its representations or disclosures of information or failure to make representation or disclosures.

VENDOR LISTS

Seller understands that any list or names of vendors provided to them by Cathy Russell Team Real Estate and/or its employees or agents, such as but not limited to: lenders, repair companies, inspectors, appraisers, insurance companies, title companies, and other types of vendors, is for the purpose of ease of access to information. The buyer is free to choose whomever they wish regardless of whether or not a vendor is on said lists. Should you choose one of the vendors, it is your obligation to investigate their references and decide if they would meet your needs. The Cathy Russell Team does not refer vendors.

SELLER SIGNATURE: Alicia J. Gerber (by AR6)

SELLER SIGNATURE: Alexander R. Gerber

PRINTED NAME: Alicia J. Gerber DATE: 3-31-15

PRINTED NAME: Alexander R. Gerber DATE: 3-31-15

SELLERS AGENT: Cathy Russell

DATE: 3/31/15

SELLER ACKNOWLEDGES RECEIPT OF THIS ADDENDUM