

Type notes here

Printed 08/07/2017

The purpose of this map is to display the geographic location of a variety of data sources frequently updated from local government and other agencies. Neither WTH Technology nor the agencies providing this data make any warranty concerning its accuracy or merchantability. And no part of it should be used as a legal description or document.

SURVEYOR LOCATION REPORT

THIS REPORT IS DESIGNED FOR USE BY A TITLE INSURANCE COMPANY WITH RESIDENTIAL LOAN POLICIES. NO CORNER MARKERS WERE SET AND THE LOCATION DATA HEREIN IS BASED ON LIMITED ACURACY MEASUREMENTS. THEREFORE, NO LIABILITY WILL BE ASSUMED FOR ANY USE OF THIS DATA FOR CONSTRUCTION OF NEW IMPROVEMENTS OR FENCES.

PROPERTY ADDRESS: 3644-E. Gatesville Rd., Nashville, Indiana 47448

PROPERTY DESCRIPTION: See page 2 of 2

CLIENT I.D. NO.: S99020

No visible Lines of possession unless noted.

Sociations

Sociations

Pond

School Shed

Conc. Slab

Cliston

Drive

Water Mater

Sci Rent

Sc

FLOOD STATEMENT: According to the Federal Emergency Management Flood Insurance Rate Map of Community -Panel Number 185174 0040, dated January 3, 1986, the above tract is not located in a flood hazard area.

TITLE CO: TICOR

I HEREBY CERTIFY TO THE PARTIES NAMED ABOVE THAT THE REAL ESTATE DESCRIBED HEREIN WAS INSPECTED UNDER MY SUPERVISION ONTHE DATE INDICATED AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS REPORT CONFORMS WITH THE REQUIREMENTS CONTAINED IN SECTIONS 27 THROUGH 29 OF TITLE 865 OF THE IAC 1.1-12 FOR A SURVEYOR LOCATION REPORT. THE ACCURACY OF ANY FLOOD STATEMENT SHOWN ON THIS REPORT IS SUBJECT TO MAP SCALE UNCERTAINITY AND TO ANY OTHER UNCERTAINITY IN LOCATION OR ELEVATION ON THE REFERENCED FLOOD INSURANCE RATE MAP.

DATE OF SURVEY: January 28, 1999

ROBERT ALLEN R.L.S. #S0078

P.O. BOX 1224

NASHVILLE, IND. 47448

REPORT JOB NUMBER: MS99020

PROPOSED BUYER /CLIENT : ROBERT RAMSPACHER

Scale: 12150

PROPOSED LENDER: CHARTER ONE



UTILITY INFORMATION SHEET

Name L	2 Kirk	Date 8-10-11 Vel, IN. 46164			
Address 34	44 Hates	Ville Ra	e, Vin	evel, IN.	46164
			NTHS UTILITIES		
MONTH/YEAR	ELECTRICITY	GAS/PROPANE	OIL	WATER	OTHER
2011	\$ 139 6 illig	\$ 130 mo.	Name and the state of the state	\$29.00 >	
				J3.00	
with 18.4 to 10.4 to 1					
		OTHER	SERVICES		
107 01401555 455	001471041/0045.444		SERVICES		
LOT OWNERS ASS	OCIATION/ROAD MA			1	
INTERNET	COST		PROVIDER A	T/DSL yp	ossibly
CABLE TV/SATELLITE	COST		PROVIDER		
TRASH PICKUP	COST		PROVIDER		
OTHER					

UTILITIES SERVING BROWN COUNTY

Please check those applicable

ELECTRIC	
Duke Energy	800-521-2232
Jackson County REMC	800-288-4458
✓South Central Indiana REMC	800-264-7362
NATURAL GAS	
Indiana Natural Gas	812-988-2512*
	800-778-0659
DDODANE	
PROPANE	912 272 4460
Columbus Silgas	812-372-4469
Gailes Gas	812-597-4451*
Suburban Propane	812-988-4503* 812-988-4373*
₩arford Gas	
White River Coop	800-241-2288
TELEPHONE	
VAT&T aveilable	800-288-2020
Smithville	812-876-2211
Century Link (Cordry-Sweetwater)	800-786-6272
Continy Link (Coldiy 5 weet water)	000 700 0272
TRASH PICKUP	
Knight's	812-988-8000*
Rumpke	812-372-1225
Spicers	812-988-7206*
RECYCLING	
Brown County Solid Waste Mgt	812-988-0140*
Brown County Sond waste wigt	012-700-01-0
WATER	
Brown County Water	812-988-6611*
Jackson County Water	812-358-3654
Southwestern Bartholomew	812-342-4421
Town of Nashville (Water & Sewer)	812-988-7064*
Cordry Sweetwater Conservancy	317-933-2893
DELIVERY	
Water Well	812-327-2067 345-6753
Water You Waiting For	812-988-4019
CABLE TV	
NewWave	844-546-3278
Comcast Services-Bloomington	800-934-6489



158 North Jefferson Street P O Box 206 Nashville Indiana 47448 (812)988-2227 fax(812)988-6664

POND/LAKE DISCLOSURE

Seller has not received any notifications from a knowledge concerning, any previous or existing body of water contained on Seller's property knowledge.	g conditions or future actions affecting the nown as:
Property Address above	
Seller states that this statement is correct to the indicated with the signature below.	best of Seller's knowledge as of the date
Hoe Kirk	8-10-11
Seller Signature	Date
Seller Signature	Date



SELLER MOTIVATION DISCLOSURE

Effective 7/1/94, Indiana Law prescribes that the motivation of a Seller in a real estate transaction cannot be discussed without the written permission of that Seller.

As Seller below signed, I DO* DO NOT authorize Carpenter Hills O'

Brown Realty, Inc. to divulge my motivation for selling.

Circle one:

Our motivation for selling is Selling is Some of Mone of State surranged to the surranged t	I am seeling be ca	ruse I k
Sear old None &	Living mean Cincil	mrati, C
Dow Hat singer	laved n	moded a
X See Fisk	8/10/11	-10
Seller Signature	Date	
X		
Seller Signature	Date	
X		
Listing Agent Signature	Date	



FAA DISCLOSURE

The Federal Aviation Administration has granted an extension of an already existing military flight zone to the Indiana Air National Guard effective August 3, 2006, from Camp Atterbury. Portions of Brown, Bartholomew and Jackson Counties are within flight zone parameters.

Seller gives permission to Carpenter Hills O' Brown Realty, its Broker, and/or assigns to disclose this statement to potential Buyer(s) of this property and that further information concerning the military fly zone may be obtained by calling Camp Atterbury's Public Affairs Office at 812-526-1386.

See Lisa	8-10-1	7	
Seller	Date	Seller	Date
Buyer	Date	Buyer	Date

Seller states that the information contained in this Disclosure is correct to the best of the Seller's CUR-RENT ACTUAL KNOWLEDGE as of the above date. The prospective buyer and the owner may wish to obtain professional advice. 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 seller.



SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

State Form 46234 (R6/ 6-14)

Date	(month, day, year)
	8/10/11

NOTE: This form has been modified from the version currently found at 876 IAC 9-1-2 to include questions regarding disclosure of contamination related to controlled substances or methamphetamine as required by P.L. 180-2014. Rule revisions will be made to 876 IAC 9-1-2 to include these changes in the near future, however the Commission has made this information available now through this updated 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.

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

3644 Gatesville Rd Nashville, 47448 1. The following are in the conditions indicated: None/Not Included/ None/Not Not Defective Do Not Know Not Defective Do Not C. WATER & SEWER SYSTEM Defective Defective A. APPLIANCES Included/ Know Rented Rented L.K. Cistern Built-in Vacuum System L.K. Septic Field/Bed Clothes Dryer L.K. Hot Tub Clothes Washer <u>LK.</u> L.K. Plumbing Dishwasher L.K Aerator System Disposal Sump Pump Freezer Irrigation Systems Gas Grill L. K Water Heater/Electric L.K Hood L.K. Water Heater/Gas Microwave Oven Water Heater/Solar L.K. Oven Water Purifier Range Water Softener L.K Refrigerator Do Not use Room Air Conditioner(s) Septic and Holding Tank/Septic Mound L.K. Trash Compactor Z.K. Geothermal and Heat Pump L.K. TV Antenna/Dish Other Sewer System (Explain) L.K. Other: Swimming Pool & Pool Equipment Do Not Yes No Know Are the structures connected to a public water system? Are the structures connected to a public sewer system? B. ELECTRICAL None/Not Included/ Do Not Know Not Defective Are there any additions that may require improvements to Defective SYSTEM Rented the sewage disposal system? Air Purifier If yes, have the improvements been completed on the L.L Burglar Alarm sewage disposal system? Z.W. Ceiling Fan(s) Are the improvements connected to a private/community Garage Door Opener / Controls Are the improvements connected to a private/community Inside Telephone Wiring sewer system? and Blocks/Jacks None/Not Included/ D. HEATING & COOLING Defective Defective Intercom L.K. SYSTEM Rented Light Fixtures L.K. Attic Fan Sauna L.K. **Central Air Conditioning** Smoke/Fire Alarm(s) L.K. Hot Water Heat Switches and Outlets Furnace Heat/Gas L.K. L.Z. Vent Fan(s) Furnace Heat/Electric 60/100/200 Amp Service L.K. Solar House-Heating (Circle one) Woodburning Stove L.K Generator Fireplace Fireplace Insert NOTE: "Defect" means a condition that would have a significant adverse effect on the value of the property, that would significantly impair the health Air Cleaner or safety of future occupants of the property, or that if not repaired, removed Humidifier or replaced would significantly shorten or adversely affect the expected Propane Tank ocorea normal life of the premises. Other Heating Source Base 6 oard - E-P 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	Date (mm/dd/yy) 8/16/17	Signature of Buyer	Date (mm/dd/yy)
Signature of Seller	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)
The Seller hereby certifies that the condition of the prope	rty is substantially the	e same as it was when the Seller's Disclosure form was origin	nally provided to the

Page 1 of 2

Date (mm/dd/yy)

Signature of Seller (at closing)

Date (mm/dd/yy)

Signature of Seller (at closing)

Property address (number and street, city, state, a			ville Rd	Ninever 46164 L.K.	· · · · · · · · · · · · · · · · · · ·	
2. ROOF	YES	NO	DO NOT KNOW	4. OTHER DISCLOSURES YES	NO	DO NOT KNOW
Age, if known: Years.			L.K.	Do structures have aluminum wiring?		L.K.
Does the roof leak? Sometime	e fe	ie stan	e-	Are there any foundation problems with the structures?	L.K.	
Is there present damage to the roof?	0			Are there any encroachments?	L.K.	
Is there more than one layer of shingles on the house?			L.K.	Are there any violations of zoning, building codes, or restrictive covenants?	L.K.	
If yes, how many layers?			L.K.	Is the present use a non-conforming use? Explain:	L.K.	
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?		L.K.				
Is there contamination caused by the				Is the access to your property via a private road?	L.K.	
manufacture of a controlled substance on the property that has not been certified as		L.K.		Is the access to your property via a private road?		
decontaminated by an inspector approved		~.~.		Is the access to your property via an easement?	L.K.	
under IC 13-14-1-15? Has there been manufacture of methamphetamine or dumping of waste from				Have you received any notices by any governmental or quasi-governmental agencies affecting this property?	L.K.	
the manufacture of methamphetamine in a		L.K.		Are there any structural problems with the building?	L.K.	
residential structure on the property? Explain:		<u> </u>		Have any substantial additions or alterations been made without a required building permit?	L.K.	
				Are there moisture and/or water problems in the basement, crawl space area, or any other area?	L.K.	
•				Is there any damage due to wind, flood, termites, or rodents?	L.K.	
				Have any structures been treated for wood destroying insects?	L.K.	
E. ADDITIONAL COMMENTS AND/OR EX (Use additional pages, if necessary)	PLANA	TIONS:		Are the furnace/woodstove/chimney/flue all in working order?		
,				Is the property in a flood plain?	L.K.	
				Do you currently pay flood insurance? Does the property contain underground storage tank(s)?	L.K.	
				Is the homeowner a licensed real estate salesperson or broker?	L.K.	
•				Is there any threatened or existing litigation regarding the property?	L.K.	
				Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?	L.K.	
				Is the property located within one (1) mile of an airport?	L.K.	
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			Signature of Buyer	Date (mm	/dd/yy)	
Signature of Seller Date (mm/dd/yy)			Signature of Buyer	Date (mm.	/dd/yy)	
The Seller hereby certifies that the condition o Buyer.	f the pro	perty is su	ubstantially th	le same as it was when the Seller's Disclosure form was orig	inally provid	ded to the
Signature of Seller (at closing)		Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm.	/dd/yy)



Form #03.







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

PROPERTY ADDRESS: 3644 Gatesville Rd, Washville, 1 2 3 LEAD WARNING STATEMENT 4 Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that 5 such property may present exposure to lead from lead-based paint that may place young children at risk of developing 6 lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a 7 particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer 8 9 with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and 10 notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint 11 hazards is recommended prior to purchase. 12 13 SELLER'S DISCLOSURE (a.) Presence of lead-based paint and/or lead-based paint hazards: (check (i) or (ii) below) 14 15 __ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): 16 17 18 Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. 19 20 21 22 (b.) Records and reports available to the seller: (check (i) or (ii) below) (i) _____ Seller has provided the buyer with all available records and reports including Seller's Residential Real Estate 23 24 Sales Disclosure form, if applicable, pertaining to lead-based paint and/or lead-based paint hazards in the housing (list and attach documents below): 25 26 27 Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. 28 29 **BUYER'S ACKNOWLEDGMENT (initial)** 30 (c.) ______ Buyer has received copies of all information listed above. 31 Buyer has received the pamphlet Protect Your Family From Lead In Your Home. 32 33 (e.) _____ Buyer has (check (i) or (ii) below): (i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for 34 the presence of lead-based paint and/or lead-based paint hazards; 35 36 (ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or 37 lead-based paint hazards. 38 **BROKER'S ACKNOWLEDGMENT (initial)** 39 Broker has informed the seller of seller's obligations under the Residential Lead-Based Paint Hazard 40 Reduction Act of 1992 (42 U.S.C. 4852d) and is aware of Broker's responsibility to ensure compliance. 41 (NOTE: where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.) 42 43 44

3644 Gatesville Rd, Nashville, IN 47448

(Property Address)

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

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Carpenter Hills O' Brown Realty, P O Box 206 158 Jefferson St Nashville, IN 47448 Phone: 812-988-2227 Fax: 812-988-6664 Phil Shively

CERTIFICATION OF ACCURACY

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

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

53	document shall be promptly delivere	d, if requested.		
54 55	See Kisk	8/10/17		
56 57 58,	SELLER'S SIGNATURE	DATE	BUYER'S SIGNATURE	DATE
59 60 61	PRINTED		PRINTED	
62 63 64	SELLER'S SIGNATURE	DATE	BUYER'S SIGNATURE	DATE
65 66 67	PRINTED Shirele	8/10/17	PRINTED	
68	LISTING BROKER Phil Shively Team	DATE	SELLING BROKER	DATE



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Form #37. Copyright IAR 2017



3644 Gatesville Rd, Nashville, IN 47448

(Property Address)



NON-DISCLOSURE AGREEMENT

Our agreement with the Seller requires that we obtain a Non-Disclosure Agreement before disclosing certain information about his/her business and /or real estate. This information must be kept confidential. In consideration of Carpenter Hills O' Brown Realty (Broker) providing the information on certain businesses and /or real estate for sale. I/we understand and agree:

- 1. (a) That any financial information provided is sensitive and confidential, and that its disclosure to others may be damaging to the business and its owners. I/we agree that any information supplied is to be returned to Broker or Seller upon request.
- (b) Not to disclose, for a period of three years from the date I/we sign this Non-Disclosure Agreement, any information regarding the business to any other person who has not also signed this Agreement except to secure the advice and recommendations of my business advisors (accountants, attorneys, etc.). "Information" as used in this Agreement shall include the fact that the businesses are for sale, plus any other data provided.
- (c) Not to contact the business owners or their Landlords, employees, suppliers or customers except through Broker. All correspondence, inquiries, offers to purchase and negotiations relating to the purchase or lease of any business or real estate presented by the Broker will be conducted exclusively through the Broker.
- (d) Not to circumvent or interfere with Broker's contract with the Seller in any way. I/we understand that if we interfere with Brokers' contract right to its fee from Seller, I/we may be personally liable to Broker for payment of the Sellers' fee. We understand that should I/we become a manager or otherwise connected with any of the businesses disclosed to me/us then a fee will be due Broker. I/we understand that if I/we make the purchase through Broker, I/we will not be liable for the fee to be paid by Seller to Broker.
- 2. That all information regarding businesses or real estate for sale is provided by the Seller or other sources and is not necessarily verified in any way by Broker. Broker has no knowledge of the accuracy of said information and makes no warranty, expressed or implied, as to the accuracy of such information. I/we agree that Broker is not responsible for the accuracy of any other information I/we receive, and I/we agree to indemnify and hold Broker and its agents harmless from any claims or damages which may occur by reason of the inaccuracy or incompleteness of any information provided to me/us with respect to any business I/we might purchase. I/we acknowledge that I/we have received an exact copy of this Agreement and that I/we have read this Agreement carefully and fully understand it.

X	Date
Signature	
(Name) X	
X	Date
Signature	
(Name)	
Firm: Carpenter Hills O' E	Brown Realty
Agent Name:	Agent Signature:
Location/Business:	

Please sign and date, and fax back to 812-988-6664