

Document 2005 2223

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MICHELLE "MICKI" UTSLER, COUNTY RECORDER  
MADISON IOWA

COMPUTER	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input type="checkbox"/>



## RESIDENTIAL PURCHASE AGREEMENT

THE IOWA STATE BAR ASSOCIATION  
Official Form No. 152  
Recorder's Cover Sheet

**Preparer Information:** (Name, address and phone number)

Pasutti Realty, LLC, 4104 SW 9th Street, Des Moines, IA 50315 515/280 8279

**Taxpayer Information:** (Name and complete address)

David S. and Teresa L. Edwards, 1017 315th, New Virginia, Iowa 50210

**Return Document To:** (Name and complete address)

Jeffrey G. Flagg, Attorney at Law, 2716 Grand Av., Des Moines, IA 50312

**Grantors:**

Green Tree Servicing LLC

**Grantees:**

David S and Teresa L. Edwards

**Legal description:** See Page 2

**Document or instrument number of previously recorded documents:**

# Pasutti Realty, LLC

4104 SW 9th Street, Des Moines, IA 50315

phone 515-280-8279

fax 280-8288

◆ Purchase Agreement

Date of Agreement 3/17 2005

This is a legally binding contract. If not understood, seek competent legal advice.

**AGENCY AGREEMENT.** In this offer to purchase it is clearly understood and agreed by the parties here to that, **Pasutti Realty, LLC** Appointed Buyer's Agent(s) exclusively represents the **BUYERS** in this transaction. The Listing Agent(s) exclusively represent the **SELLERS** in this transaction. If the same Agent(s) represents both **BUYERS** and **SELLERS** a detailed explanation of Consensual Dual Agency must be attached to this Agreement. Further, the **BUYERS** and **SELLERS** acknowledge that prior to signing this Agreement that the respective Listing or Selling Agent(s) made a written disclosure of the type of representation being provided.

To Owner of record (SELLERS) The Undersigned **BUYERS** hereby offer to buy the real property situated in TRURO Iowa, locally known as: 3300 300th Street and legally described as: \_\_\_\_\_ subject to

and together with any reasonable easements, zoning restrictions, restrictive covenants, and mineral reservations of record, if any, and agreed as follow:

1. **PURCHASE PRICE:** The Purchase price shall be \$ 21,900 and the method of payment to be as follows: \$ 0 with this offer, and \$ 500.00 upon acceptance of this offer and unless otherwise agreed to in writing, both amounts to be held in Trust by the Listing **BROKER** or Iowa Escrow and the balance of the purchase price as designated below. Select (A) (B) (C) (D) and/or (E).

**A. NEW MORTGAGE:** This Agreement is contingent upon the **BUYERS** obtaining a commitment in writing for a \_\_\_\_\_ mortgage for not less than \_\_\_\_\_ % of the purchase price with note interest at \_\_\_\_\_ % or less with a term of no less than \_\_\_\_\_ years. **BUYERS** agree to pay all customary loan costs. **BUYERS** agree upon acceptance of the offer to immediately make application for such mortgage with a lender and to make their best effort to obtain a mortgage commitment as above provided. **SELLERS** agree to pay a discount and/or origination fee, if required, of \_\_\_\_\_ % of the new mortgage obtained by the **BUYERS**. **BUYERS** shall promptly notify **SELLERS** of **BUYERS** receipt of loan commitment or denial. If **BUYERS** have not obtained a written commitment or loan denial on or before \_\_\_\_\_, 20\_\_\_\_ then **SELLERS** may rescind this Agreement by giving written notice to the **BUYERS** and **BROKER** stating that if a mortgage commitment is not obtained within 5 business days of receipt of such notice then this Agreement shall be null and void. If **SELLERS** do not choose to give such notice, then this Agreement shall remain valid until the **BUYERS** have obtained a mortgage commitment or a denial. In addition to the proceeds of aforementioned mortgage, the **BUYERS** shall pay the balance of the purchase price, in cash at the time of closing with an adjustment for closing costs to be added or deducted from this amount.

**SELLERS** acknowledge and agree that the property will be taken off the market until **SELLERS** receive notice of a mortgage commitment or denial from the **BUYERS**.

- B. CONTRACT SALE:** See Attached Addendum.
- C. ASSUMPTION OF MORTGAGE:** See Attached Addendum.
- D. CASH:** **BUYERS** will pay the balance of the Purchase price in cash at the time of closing with adjustments for closing costs to be added or deducted from this amount. This Agreement is not contingent upon **BUYERS** obtaining such funds. **SELLERS** have the right to receive a verification of funds.
- E. APPRAISAL:** This Agreement is contingent upon the property appraising by the **BUYERS** or the lender's appraiser at or above the purchase price.
- F.** This Agreement is contingent upon **BUYERS** closing and obtaining the proceeds from their home located at: \_\_\_\_\_
- G. OTHER TERMS OF PURCHASE:** CASH ASIS

2. **POSSESSION AND CLOSING:** Closing shall take place on or about 4/15, 2005. Possession shall take place on or about 4/15, 2005. Adjustments of interest, rents and all charges attributable to the **SELLERS** possession are to be made of like date. Closing shall occur after approval and **Prior to Possession**. If for any reason possession is before or after the day of closing, the parties shall make a separate Agreement with adjustments as of the date of possession. This transaction shall be considered closed upon filing of documents and receipt of all funds by the **BROKER**.

3. **TAXES:**

- A.** The **SELLERS** shall pay all real estate taxes that are liens for prior years and all those that are due and payable in the fiscal year in which possession is given.
- B.** The **SELLERS** shall pay their pro-rated share, based upon date of possession, of the real estate taxes for the fiscal year in which possession is given due and payable in the subsequent fiscal year. The **BUYERS** shall be given a credit for such pro-ration at closing based upon the last known actual real estate taxes payable according to public records. However, if such taxes are not based upon the full assessment of the present property improvements or the tax classification as of the date of possession, such pro-ration shall be based on the current mileage and the assessed value as shown by the Assessor's Records on the date of possession. The event of such partial assessment, it shall be the duty of the **SELLERS** to so notify the **BUYERS** and **BROKER**.
- C.** If this Agreement is for a real estate installment contract, as set forth in paragraph 1B above, the tax adjustment above shall be as set forth on the Attached Addendum.

4. **SPECIAL ASSESSMENTS:** **SELLERS** shall pay in full all special assessments that are certified as liens on the public records at closing. Any preliminary or deficiency assessment, which cannot be discharged by payment, shall be reserved for through deposits by **SELLERS** to an escrow account of sufficient funds to pay such liens when payable, with any unused funds returned to the **SELLERS**. All charges for solid waste removal, sewage and assessments for maintenance that is **SELLERS** shall pay attribute to **SELLERS** possession.

5. **DUTIES OF PARTIES:**

- A.** Neither **Pasutti Realty, LLC**, its agents, employees, and associates make no representation or warranties as to the physical condition of the property, its size, future value, or income potential.
- B.** **SELLERS** and **BUYERS** acknowledge that the **SELLERS** of real property have a legal duty to disclose **Material Defects** of which **SELLERS** have actual knowledge and which reasonable inspection by the **BUYERS** would not reveal.

6. **CONDITION OF PROPERTY:** Federal law (known as Title X) requires notification of potentially dangerous levels of lead-base paint in properties built prior to 1978 (See Lead-Base Paint Disclosure), if applicable, the **SELLERS** will provide **BUYERS** with copies of any records or prior test results pertaining to lead-based paint.

- A.** The property, as of the date of this Agreement including buildings, grounds, and all improvements will be reserved by the **SELLERS** in its present condition until possession, ordinary wear and tear excepted. The **BUYERS** shall be permitted to make an inspection of the property prior to possession or closing, whichever is sooner, in order to determine that there has been no change in the condition of the property.
- B.** If the improvements on the subject property have been previously occupied, the **BUYERS** may choose one of the following alternatives relative to the condition and quality of the property.

◊ 1. On or before 0 (not to exceed 10 days after the final acceptance date), **BUYERS** may, at their sole expense have the property inspected by a person or persons of their choice to determine if there is any structural, mechanical, plumbing, electrical, lead-based paint or other deficiencies. (This is not to be constructed as an inspection to bring an older home into compliance with the current building codes.) Within this same period, the **BUYERS** may notify in writing the **SELLERS** Agent, as shown herein, of any deficiency or hazards. The **SELLERS** shall immediately, in writing, notify the **SELLERS** Agent that (1) such steps are acceptable, in which case this Agreement, as so modified, shall be binding upon all parties; or (2) that such steps are not acceptable, in which case this Agreement shall be null and void, and any earnest money shall be returned to the **BUYERS**.

◊ 2. **BUYERS** acknowledge that they have made a satisfactory inspection of the property and are purchasing the property in its existing condition and waive their right to an inspection.

**C. SELLERS to provide home warranty for BUYER?** YES  NO Cost of warranty \$ \_\_\_\_\_ Warranty provider \_\_\_\_\_

Seller	_____
Seller	_____
Buyer	<u>DSE</u>
Buyer	<u>JRE</u>

Buyer(s) Initials DSE JRE

SHARON PA. OB (Seller's) Initials  
 Commission Number 224053  
 My Commission Expires August 17, 2005

- D. NEW CONSTRUCTION:** If the improvements on the subject property are under construction or are to be constructed, this Agreement shall be subject to approval of plans and specifications by the parties within \_\_\_\_\_ days of final acceptance of this Agreement. New construction shall have the warranties implied by law, specifically made by supplies of materials/appliances, or specifically tendered by the contractor. The **Broker** and its agents make no warranties as to the quality of constructions or materials.
- E.** At closing, a Groundwater Hazard Statement will be filed by the **SELLERS** regarding the following items: 1. Wells; 2. Solid waste disposal; 4. Hazardous waste; 4. Underground storage tanks located on the property. If any of these are located on the property, they are as follows: \_\_\_\_\_
- 7. TERMITE INSPECTION:** If the subject property is a one or two family residential dwelling, **SELLERS** at their expenses shall have the property inspected for termites or other wood destroying insects by a licensed Termite Inspector prior to closing. If active infestation or damage due to prior infestation is discovered, **SELLERS** shall have the option of either having the property treated for infestation by a licensed pest exterminator and having any damage repaired to the **BUYERS'** satisfaction, or declaring this Agreement void. This provision shall not apply to fences, trees, shrubs or outbuildings other than garages. Provided however, **BUYERS** may accept the property in it's existing condition without such treatment or repairs.
- 8. INCLUDED PROPERTY:** Included with the property shall be all fixtures that completely belong to, are specially adapted to or are part of the real estate, whether attached or detached, such as: attached wall to wall carpeting, built-in appliances, light fixtures (including light bulbs), water softeners (except rentals), shutters, shades, rods, blinds, venetian blinds, awnings, storm windows, storm doors, screens, television antennas, air conditioning, equipment (except window type), door chimes, automatic garage door openers, electrical service cables, bathroom mirrors, fencing, shelving gates, bushes, trees, shrubs, and plants. Also included shall be the following: \_\_\_\_\_

The following items shall not be included: \_\_\_\_\_

- 9. SURVEY:** The **BUYERS** may, 10 days prior to closing, have the property surveyed at their expense. If the survey, certified by Registered Land Surveyor, shows any encroachment on said property or if any improvements located on the subject property encroach on land of others, such encroachments shall be treated as a title defect.
- 10. RENTAL PROPERTY:** If this property is currently used as rental property, this Agreement (is/is not) contingent upon **SELLERS** providing **BUYERS** evidence of compliance with local zoning and housing code ordinances, if applicable, unless otherwise provided herein.
- 11. INSURANCE:** **SELLERS** shall bear the risk of loss or damage to the property prior to closing or possession, which occurs first. **SELLERS** agree to maintain existing insurance and **BUYERS** may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void, unless otherwise agreed by the parties. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date, however, **BUYERS** have the right to complete the closing and receive insurance proceeds regard less of the extent of damages.
- 12. JOINT TENANCY:** If **SELLERS'** title is held in joint tenancy, this Agreement shall not sever such joint tenancy. If **BUYERS** are husband and wife, their interest hereunder shall be held in joint tenancy unless otherwise specifically indicated.
- 13. ABSTRACT AND TITLE:** **SELLERS** shall promptly provide an abstract of title continued to and including the date of acceptance of this Agreement such abstract shall be delivered to an attorney for a title opinion for the **BUYERS**, such attorney to be selected by the **BUYERS** or their mortgagee. The **SELLERS** agree to make every reasonable effort to promptly perfect the title in accordance with such opinion so that upon conveyance, title shall be deemed marketable in compliance with this Agreement, the land title laws of the State of Iowa, and the Iowa Title Standards of the Iowa Bar Association. If closing is delayed due to **SELLERS'** inability to provide marketable title, this Agreement shall continue in force and effort until either party rescinds the Agreement after giving 10 days written notice to the other party and the **Broker**. The **SELLERS** shall not be entitled to rescind unless they have made a reasonable effort to produce marketable title.
- 14. REMEDIES OF THE PARTIES:** If the **SELLERS** fail to fulfill this Agreement they will pay the **BROKER** the commission in full. The **BUYERS** shall have the right to have all payments returned, and/or to proceed by any action at law or in equity, and the **SELLERS** agree to pay costs and reasonable attorney fees, and a receiver may be appointed. **BROKER** may maintain an action at law against Seller for the collection of the **BROKERS** commission. If the **BUYERS** fail to fulfill this Agreement, **SELLERS** may forfeit the same as provided in Chapter 656 of the Code of Iowa, and all payments made herein shall be forfeited, or the **SELLERS** may proceed by action at law or in equity. The **BUYERS** agree to pay costs and reasonable attorney fees, including the **BROKER'S** commission. For purpose of collection the **BROKER'S** commission, **BROKER** shall be deemed a third party beneficiary to this Agreement and may maintain an action at law against the **BUYERS** for the collection thereof.
- 15. COURT APPROVAL:** If the property is an asset of any estate, trust or conservatorship, this Agreement is contingent upon Court approval unless declared unnecessary by **BUYERS** attorney. If necessary, the appropriate fiduciary shall promptly obtain Court approval and conveyance shall be made by Court Officer's Deed.
- 16. FUNDS:** It is agreed that at time of closing, funds of the purchase price received from the **BUYERS** and/or **BUYERS'** lender may be used to apply to the purchase price to pay taxes and other liens, same to be handled under supervision of the **BROKER** and subject to approval of **BUYERS** attorney on title questions need to produce marketable title. **SELLERS** hereby appoint the **BROKER** to receive such funds and make such payments and disbursements.
- 17. GENERAL PROVISIONS:** In the performance of each part of this Agreement, time shall be of the essence. This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, assigns and successors interest of the respective parties. This Agreement shall survive the closing; paragraph headings are for the convenience of reference and shall not limit nor affect the meaning of this Agreement.
- 18. MEDIATION:** If initiated, **BUYERS** and **SELLERS** agree that in the event of a dispute or claim arising out of or relating to this Agreement, the dispute or claim shall be submitted to mediation in accordance with the Rules and Procedures of the Des Moines Area Association of Realtors® **Homesellers/Homebuyer's Dispute Resolution System** which rules have been delivered to the parties hereto.

**BUYERS** DSE OSE **SELLERS** \_\_\_\_\_ (Initialing or not initialing does not constitute a counteroffer).

**19. OTHER PROVISIONS:** \_\_\_\_\_

**20. ACCEPTANCE:** When accepted, this agreement shall become a binding contract. If this offer is not accepted on or before \_\_\_\_\_, 2005 it shall become null and void and all payments shall be repaid to the **BUYERS** without liability on the part of the broker to either party. If accepted by the sellers on a later date and such acceptance is ratified in written or other form by the **BUYERS**, then this agreement shall be valid and binding. We, the **SELLERS**, hereby accept this offer this \_\_\_\_\_ day of \_\_\_\_\_, 20, \_\_\_\_\_. If the property is not listed, the commission shall be \_\_\_\_\_% of the final purchase price payable to Pasutti Realty, LLC

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

**21. NOTICE:** Any notice required under this agreement shall be deemed given when it is received in writing either by hand delivery or by certified mail return receipt requested. Persons designated for receipt of any notice for the purpose of this Agreement shall be sellers and **BUYERS** at the addresses set forth below or their agents.

David S. Edwards \_\_\_\_\_  
Buyer SS# \_\_\_\_\_

Beut \_\_\_\_\_ 3/31/05  
Seller SS# \_\_\_\_\_

Theresa L. Edwards \_\_\_\_\_  
Buyer SS# \_\_\_\_\_

See counter offer \_\_\_\_\_  
Seller SS# \_\_\_\_\_

1017-315th  
New Virginia Ia 50210 641-342-7128  
Address Home # Business #

\_\_\_\_\_  
Address Home # Business #

SPRATH 234-0124  
Selling Agent Name \_\_\_\_\_

Pasutti Realty R Pasutti  
Listing Broker Name Listing Agent Name

PASUTTI REALTY, LLC

4184 DW 9th Street Des Moines, IA 50319

515-280-8279

fax 515-280-8288



**SHARON PASUTTI**  
Commission Number 224053  
My Commission Expires  
August 17, 2005

Sharon Pasutti

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## **Real Estate Last Captioned**

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That part of the Northwest Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of Section Thirteen (13), Township Seventy-four (74) North, Range Twenty-six (26), West of the Fifth Principal Meridian, Madison County, Iowa, containing 3.44 acres, as shown in Plat of Survey filed in Book 2, Page 620 on October 25, 1995, in the Office of the Recorder of Madison County, Iowa.

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25391 Commercentre Dr., Second Floor Lake Forest, CA 92630 949-598-9920 fax 949-598-9950

### ADDENDUM A

THIS ADDENDUM IS ATTACHED TO AND MADE PART OF THE REAL ESTATE PURCHASE CONTRACT, HEREINAFTER REFERRED TO AS "CONTRACT", BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT:

ADDRESS: 3300 300<sup>th</sup> Street, Truro, IA 50257

1. In the event there is a conflict between the terms of the Contract and this Addendum, the terms of this Addendum shall apply and shall supersede and replace anything to the contrary.
2. Buyer(s) agrees that title will be conveyed by Special Warranty Deed.
3. Seller will advise as to the selection of the closing attorney/title company and will instruct him/her to order all title work and prepare all documents necessary to close this sale.
4. If financing is involved, Buyer(s) shall apply for a loan within five (5) calendar days from the effective date of the Contract (Seller's signature date on counter offer) and be approved within twenty-five (25) calendar days from the date of application, or the Contract shall become null and void at Seller's option.
5. If any repairs are made part of the Contract, they shall not be initiated until Buyer(s) has received written loan approval and Seller has authorized work to commence in writing.
6. Property taxes shall be prorated to the day of closing.
7. Seller agrees to a termite report being ordered and if evidence of active termite infestation is found, Seller agrees to treat said infestation at a cost acceptable to Seller; however, Seller shall not be responsible for any structural damage and/or repairs.
8. Occupancy of the subject property shall not be permitted prior to closing.
9. Buyer(s) shall make a complete inspection of subject property within the time frame specified in the counter offer addendum. In no event will Seller be obligated for any repairs or replacements unless Seller has agreed in writing to make repairs, and/or credits as specified in the counter offer addendum
10. Buyer(s) acknowledges that subject property was acquired by the Seller as a result of a foreclosure sale or by deed in lieu of foreclosure and that Seller has not occupied this property and has no personal knowledge of its condition or of the existence of any defects. Personal property is not considered part of this Contract.
11. Buyer(s) acknowledges that the terms and condition of the Contract and this Addendum shall not survive the closing.
12. Closing of this sale constitutes acceptance by Buyer(s) of condition of property and Seller shall have no further liability thereon.

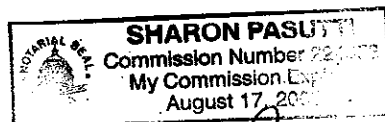
Buyer(s):

David S. Chace 3-27-05  
date

Teresa L. Edwards 3/27/05  
date

Seller:

Sharon Pasutti 3/31/05  
date



*Sharon Pasutti*



25391 Commercentre Dr., Second Floor Lake Forest, CA 92630 949-598-9920 fax 949-598-9950

### ADDENDUM B

#### "AS IS" PROVISION

Addendum to Purchase Contract or Counter Offer dated 3/17/05 fr the property located at 3300 300<sup>th</sup> Street, Truro, IA 50257. Buyer is aware that Seller acquired the property which is the subject of this transaction by way of foreclosure, and that Seller is selling and Buyer is purchasing the property in its present **"AS IS" CONDITION WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY NATURE"**.

Buyer acknowledges for Buyer and Buyer's successors, heirs and assignees, that Buyer has been given a reasonable opportunity to inspect and investigate the property and all improvements thereon, either independently or through agents of Buyer's choosing, and that in purchasing the property Buyer is not relying on Seller, or its agents, as to the condition or safety of the property and/or any improvements thereon, including, but not necessarily limited to, electrical, plumbing, heating, sewage, roof, air conditioning, if any, foundations, soils, and geology, lot size or suitability of the property and/or improvements for particular purposes, or that appliances, if any, plumbing and/or in compliance with any City, County, State and/or Federal statutes, codes or ordinances. Any reports, repairs, or work required by Buyer's Lender are to be the sole responsibility of the Buyer.

Seller does not warrant existing structure as to its habitability or suitability for occupancy. Buyer(s) assumes responsibility to check with appropriate planning authority for intended use and holds the Seller and Broker, if applicable, harmless as to suitability for Buyer(s) intended use.

Buyer(s) further states that they are relying solely upon their own inspection of subject property and not upon any representation made to them by any person whomsoever, and is purchasing subject property in the condition in which it now is, without any obligation on the part of the Seller to make any changes, alterations, or repair thereto.

Seller gives no warranties of fitness regarding such personal property that belongs to Seller which is transferred as part of the purchase.

Every Buyer(s) of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the Purchaser with any information on lead-based paint hazards from risk assessment or inspections in the Seller's possession and notify the Buyer(s) of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

The closing of this transaction shall constitute an acknowledgment by the Buyer(s) that THE PREMISES WERE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE AND IN ITS PRESENT "AS IS" CONDITION BASED SOLELY ON BUYER'S OWN INSPECTION.

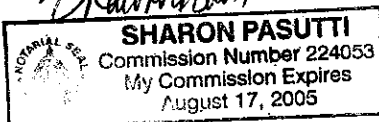
Buyer(s):

Dave Edwards 3-27-05  
date

Veronica Edwards 3/27/05  
date

Seller:

Sharon Pasutti 3/31/05  
date



**PASUTTI REALTY, LLC**  
**CONSENSUAL DUAL AGENCY DISCLOSURE**  
**(BROKER REPRESENTING BOTH SELLER AND BUYER)**

1. A Broker, either acting directly or through one or more of its Agents, can legally be the agent of both the seller and Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.
  
2. Where the same Broker represents both the Seller and Buyer, the Broker and its Agent(s) has the following affirmative obligations to both the Seller and the Buyer:
  - ◆ A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with both Seller and Buyer.
  - ◆ Diligent exercise of reasonable skill and care in performance of the Agent's duties.
  - ◆ A duty to disclose material defects about which they have knowledge. They are not required to discover hidden defects in the property.
  - ◆ An Agent is not obligated to reveal to either Party any confidential information obtained from the other Party, which does not involve the affirmative duties set forth above. Buyer and Seller agree to identify to Broker (and its Agents) as "confidential" any communication or information given that is considered by such Party to be confidential. For example, in representing both Seller and Buyer, the Agent may not without the express permission of the respective Party, disclose to the other Party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offer.
  
3. If at any time while this transaction is pending the Broker determines that it can not adequately represent one or both of the Parties pursuant to the affirmative duties set forth above, Broker shall so notify the respective Party that they should obtain independent advice.
  
4. The above duties of the Agent in real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. Buyer and Seller should carefully read the Purchase Agreement to assure that it adequately expresses their understanding of the transaction. An Agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Property Address: 3300 300th - Truro.

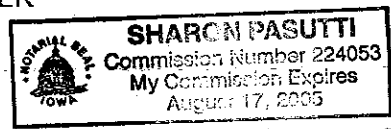
Brent 3/31/05  
 SELLER Date

David S Edwards 3-22-05  
 BUYER Date

Teresa L Edwards 3/22/05  
 SELLER Date

Teresa L Edwards 3/22/05  
 BUYER Date

Sharon Pasutti  
 Real Estate Agent



Sharon Pasutti