

Fax From: MIKE EUBANKS

Thought the following
might interest
you.



WELLS
FARGO

HOME
MORTGAGE

207 Grandview Drive
Suite 100
Ft. Mitchell, KY 41017
(859) 341-0632 Office
(859) 341-0861 Fax
or Toll Free
(877) 898-5128

To: Kelli Keiger

Date: 9/17

Pages: 5

Fax No: 746-6594

From: Mike Eubanks
Mortgage Consultant

Comments: Per your request

Thanks, Mike



2188 BURLINGTON PIKE
BURLINGTON, KENTUCKY 41008
AREA CODE (606) 586-7593

CHANGE ORDER (ADDENDUM)

Order No. #1

5/24/02

Address _____

Job No. 328 PC

Reference: Contract Dated 5/11/02

To Finke Homes, Inc., Builder. DB

We, the undersigned, hereby authorize you to make all changes in Construction Agreement, plans and specifications as hereinafter set forth and increase the contract price accordingly.

We agree to pay the total amount as stated below immediately upon acceptance of this change order or by

| | | |
|--|----|--------|
| • Add <u>2</u> #3050 windows | \$ | 350.00 |
| • Wire, install fan in Family Room w/ 2 switches - Buyer to provide fan. | | 105.00 |
| • ADD; install outside post light - wire with front outside lights - Buyer to provide fixture. | | 102.00 |
| • CUSTOMER WILL KEYSTONE 2 basement windows instead of metal window well | | NC |
| SERVICE FEE | | _____ |

Total \$ 557.00

Accepted Finke Homes, Inc.
Builder

Approved [Signature]
Purchaser

By _____

Dated _____, 19____



3180 BURLINGTON PIKE
BURLINGTON, KENTUCKY 41008
AREA CODE (606) 868-7582

CHANGE ORDER (ADDENDUM)

Order No. #1

7/6/02

Address _____

Job No. 328PC

Reference: Contract Dated 5/11/02

To FINKE HOMES, INC., Builder. QB

We, the undersigned, hereby authorize you to make all changes in Construction Agreement, plans and specifications as hereinafter set forth and increase the contract price accordingly.

We agree to pay the total amount as stated below immediately upon acceptance of this change order or by?

ADD TO current loan \$221.00

CHECK # 3004 499.00

| | | |
|------------------------------------|----|----------------|
| • ADD TO <u>2 (8' x 9')</u> | \$ | |
| <u>GARAGE DOORS, 1/3 HP</u> | | |
| <u>GARAGE DOOR OPENER</u> | | |
| <u>2 TRANSMITTER, 2 ELECTRONIC</u> | | |
| <u>EYE. *360 per opener</u> | | <u>720.00x</u> |

CHECK # 3004 Pd. 499.00

ADD TO loan amt 221.00

720.00x

SERVICE FEE 0

Total \$ 720.00x

499.00 - pd #3004
221.00 ADD to loan
720.00x

Accepted FINKE HOMES, INC
Builder

Approved X Kelli Kiper
Purchaser

By T. J. [Signature]

Dated 7-15 19 2002

Kellie Keiper

3287C

Contract Price \$ 185,198

C/O#1 557

C/O#2 221

FINAL SALES PRICE \$ 185,970

check A
3026 \$130
255
Credit
for
Kitchen
furniture

720
255
~~\$465~~

Finke Homes, Inc.

3180 Burlington Pike
Burlington, KY 41005
(606) 586-7583

VVLI...
FARGO
MIKE
EUBANK



127-4657

A Kentucky Corporation

SALES AGREEMENT

AGREEMENT between Burlington Estates, Inc., hereinafter called "Seller" and

KEELI K. KEIPER (HESTER)

of 1052 Pebble Creek Dr

ESMERÉ, KY. 41018 hereinafter called "Buyer."

1. Basis of Agreement: For the considerations hereinafter set forth, Seller agrees to sell and convey and Buyer agrees to purchase, upon the terms and conditions set forth

in this Agreement, (a) the land described as follows: Lot # 328 PC

Block # Subdivision PEBBLE CREEK DR

as recorded on a plat filed among the records of BOONE

County, State of KY in Plat Book _____ Page _____

together with (b) a home to be built thereon by Seller according to

Seller's ASHFORD

Plan, Set # E Alternate 2000

in a workmanlike manner substantially in accordance with plans and specifications

which have been reviewed by Buyer (collectively called "property").

Model Homes, if any, and any advertising or promotional materials used or

displayed by Seller are for display purposes only and are not the basis of the bargain

between Seller and Buyer. The obligations of Seller under this Agreement shall be

determined solely by reference to the plans and specifications (referred to above) and

the terms of this Agreement.

2. Sales Price and Schedule of Payments. The price of the house and lot including all

optional items listed below is \$195,998.

The sales price is payable as follows:

(a) Cash earnest money due upon signing of check #2975 \$1,000.

(b) Additional cash payment on or before five days after receipt of loan approval \$20,000

(c) Other sale of home \$164,198.

(d) Balance due upon settlement to be paid

by a cashier's check or a check from

a title company approved by Seller.

3. Optional Items: Optional items included in the sales price are:

1) Contingent upon buyer

obtaining FHA financing w/

selling Agents Assistance.

2) Realtor COOP - KEMAX

TONYA HARDORN 30%

3) Contingent current home

to sell

4) Buyer received, Ped Home,

HOA BOOK - 4RS 2002 DUES \$25,

plus operation.

All additional extras must be evidenced in writing.

4. Preconditions to Construction. Construction by Seller shall begin as soon as

possible after receipt by Seller of:

(a) Cash payments called for in 2(a) and (b) above within the time provided;

(b) Selection sheets completed and signed by Buyer within 7 days on forms

furnished by Seller;

(c) Written mortgage commitment within 30 days by a lending institution for a

mortgage loan secured by the property in the amount necessary to complete

payment at settlement; or other evidence satisfactory to Seller of Buyer's ability

to complete payment at settlement;

(d) Written approval of plans and specifications within 30 days by the Buyer.

(e) All necessary government approvals and permits, if any, within 30 days.

Buyer shall provide items (a), (b) and (c). Seller and Buyer will cooperate in obtaining

items (d) and (e).

5. Schedule of Construction: Construction by Seller shall be completed in accordance

with Paragraph 1 and settlement shall take place in accordance with Paragraph 6 on

or before one hundred twenty (120) days after commencement of construction, with

completion expected on or around ADDIX. 20 DAYS

except that: from state cons.

(a) In the event of delay resulting from any of the following causes, the time for

completion of construction shall be extended for a period of time equal to the

length of the delay, and Seller shall not be liable for any failure or delay in

construction caused by:

(1) Acts or default of Buyer.

(2) Acts or defaults of any developer or contractor engaged in construct-

ing or installing streets or utilities.

(3) Adverse weather conditions.

(4) Damage caused by fire, storm, earthquake or other casualty.

(5) Strike, lockout, or other labor trouble of any kind.

(6) Governmental controls, procedures, regulations, restrictions or emergen-

cies.

(7) Allocation of labor supplies or material by or under the authority of any

government or government agency.

(8) Acts of subcontractors or their employees.

(9) Acts of suppliers of labor or material.

(b) In the event that on the settlement date scheduled in accordance with this

Agreement the home shall be otherwise habitable, but such items as landscaping,

shall be provided by Seller. Seller agrees that such uncompleted items shall

be completed as soon as weather conditions permit.

(c) Any items determined to require corrective action as a result of the Pre-settle-

ment inspection conducted by Seller and Buyer will be completed as soon as

is practical, but is not cause for delaying settlement if all other conditions of

this contract have been fulfilled.

(d) In the event that Seller is unable to obtain the materials specified on the plans

or specifications of the items shown on the selection sheets through reason-

able sources of supply, Seller shall have the right to substitute materials of

similar pattern and design and substantially equivalent quality.

(e) The location and ground elevation of the home on the lot and the necessity, if

any, to reverse the plan of the home to conform to the existing lot contours are

to be determined by Seller at its sole discretion.

(f) Seller may remove such items from the lot as it deems necessary to construct

the home and it shall not be responsible for any damage to or destruction of

remaining items during or resulting from the process of construction.

(g) Seller reserves the right to make changes in plans and specifications solely for

the purpose of mechanical installations, building code requirements, and

normal architectural design improvements subsequent to the date of this

Agreement.

6. Closing Costs/Settlement Charges/Prepays. All closing costs/settlement charges

including but not limited to all conveyance fees, transfer taxes, recording fees)

prepaid items (including but not limited to mortgage insurance premiums, prepaid

fire and hazard insurance premiums, prepaid real estate taxes, and prepaid interest

on the mortgage), and all other lender-required fees and charges shall be paid by

Buyer except the following items: if any, to be paid by Seller:

SELLER TO PAY UP TO 2% OF

LOAN AMT towards closing

costs, pre-pays, and/or points.

7. Settlement. After completion of construction in accordance with this Agreement

settlement shall take place on a date and at a place to be selected by Seller on not less

than ten (10) days notice to Buyer. Upon payment by Buyer of the balance due Seller

and expenses of settlement and all proper fees and charges in connection with it,

Seller shall convey the property to Buyer by general warranty deed, title to be good

and marketable, free of liens, encumbrances, assessments (except for utility

assessments and any other assessments which may be assessed by an inspection of the

property, assessments, and restrictions running with the land and common to the

subdivision). Possession shall be given to Buyer when Seller receives the balance of

the purchase price and, prior thereto, Buyer shall have no right to enter upon or

occupy the property without the written approval of Seller. In the event that Buyer

refuses to settle at the date specified by Seller in accordance with this paragraph,

Seller may, at its option, hold the Buyer in default under paragraph 9, or Seller may

elect, at its discretion, to extend the time for settlement for successive periods of 30

days beyond the previously established date, provided that Buyer pays to Seller a fee

of 1% of the sales price in advance for each such 30 day extension. Should Buyer not

settle within an extension period, Buyer shall be in default of this Agreement under

paragraph 9.

8. Cancellation by Seller. In the event items (a) and (e) cannot be obtained in thirty

days or in the event that Seller shall determine, in good faith, and for reasons beyond

its control, including any cause specified in Paragraph 5(a) and including any pending

or declared governmental moratorium, that the home purchased hereunder cannot be

completed and made available for occupancy prior to the time provided for settlement

hereunder or within a reasonable time thereafter, or if Seller shall be unable to deliver

good and marketable title to the property, this Agreement may be cancelled at the

option of the Seller, upon ten (10) days written notice to Buyer. In the event of

cancellation as provided for in this paragraph, Seller's liability shall be limited to the

return of all monies paid hereunder by Buyer, and upon such return, this Agreement

shall be null and void and Seller shall be released from all obligations hereunder.

9. Default by Buyer. Default by Buyer shall be deemed to have occurred upon

Buyer's failure (a) to make all cash payments on or before the date specified herein;

(b) to convert items (a) and (c) on the times specified; (c) on the date appointed, to

tender at settlement the amounts called for herein and except title, or (d) to comply

with any other terms of this Agreement. In the event of Buyer's default under this

Agreement, Buyer agrees that all sums of money due hereunder prior to such

default shall be retained by Seller as liquidated damages, or in the alternative, Seller

may seek specific performance of this Agreement or any part thereof in any court of

competent jurisdiction.

10. Covenants and Easements. The property purchased hereunder and certain other

property in the area hereon may be subjected to certain restrictive covenants, agree-

ments, charges and restrictions as contained in or provided for in certain instruments

recorded among the land records of Boone County. Without limiting

any provision hereof, Buyer accepts title to the property subject to the matters thus

identified and to any other similar provisions contained in instruments recorded

among the appropriate land records prior to the transfer of title hereunder.

11. This Agreement shall be binding on the parties and their heirs, legal representa-

tives and assigns.

12. This is the complete agreement between the parties. There are no written or oral

agreements or understandings directly or indirectly connected with this Agreement

that are not incorporated herein unless they are put in writing, signed by the parties

and attached hereto.

13. Assignment. Buyer's interest and obligation hereunder shall not be assignable

without written consent of Seller.

14. TIME IS OF THE ESSENCE OF THIS AGREEMENT. THIS IS A LEGALLY

BINDING CONTRACT. READ AND UNDERSTAND ALL PROVISIONS PRIOR TO

SIGNING. IF NOT UNDERSTOOD, SEEK LEGAL OR OTHER COMPETENT

ADVICE.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as

of the 14th day of MAY, 2002

Witness Debra A. Bradley

Witness _____

Witness _____

Buyer X Keeli Keiper

Buyer _____

FINKE HOMES, INC.

By Tal Senter Vice President

By _____

By _____

By _____

By _____

By _____

By _____

By _____

By _____

By _____

By _____