

SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

State Form 46234 (R6 / 6-14)

Date (month, day, year)

NOTE: This form has been modified from the version currently found at 876 IAC 9-1-2 to include questions regarding desclosure 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.

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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 Buye			N 2 12412023		3	Signature of B					
	The Seller hereby sertifies that it	adikian atri									
Signature of Seller (at closing) Date (mm/dd/yy) Signature of Seller (at closing) Date (mm/dd/yy)			ime as it was when the Seller's Disclosure form was originally provided to the			to th	e Buyer				

2. ROOF			DO NOT KNOW	4. OTHER DISCLOSURES	YES NO		DO NO
			RICOV	Do structures have aluminum wiring?	123	100	KNOW
Age, if known: <u>NEV</u> Years.		/		Are there any foundation problems		1	
Does the roof leak?		1		with the structures?		//	
Is there present damage to the roof?		/		Are there any encroachments?		1/	
Is there more than one layer of shingles on the house?		/		Are there any violations of zoning, building codes, or restrictive covenants?		/	
If yes, how many layers?				Is the present use a non-conforming use? Explain:			
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?		1					
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?		/		In the			
Has there been manufacture of methamphetamine or dumping of waste		/		Is the access to your property via a private road?		/	
from the manufacture of methamphetamine in a residential structure on the property?		1		Is the access to your property via a public road?	/		
Explain:				Is the access to your property via an easement?			
				Have you received any notices by any governmental or quasi-governmental agencies affecting this property?		1	
				Are there any structural problems with the building?		/	42
				Have any substantial additions or alterations been made without a required building permit?		/	
E. ADDITIONAL COMMENTS AND/OR EXPL (Use additional pages, if necessary)	ANATION	IS:		Are there moisture and/or water problems in the basement, crawl space area, or any other area?		/	
			-	Is there any damage due to wind, flood, termites or rodents?		/	
				Have any structures been treated for wood destroying insects?		/	
				Are the furnace/woodstove/chimney/flue all in working order?	1		
				Is the property in a flood plain?		1/	
				Do you currently pay flood insurance?	1	/	3. 24
				Does the property contain underground storage tank(s)?		/	
				Is the homeowner a licensed real estate salesperson or broker?	2 - FARINAN	/	
				Is there any threatened or existing litigation regarding the property?			
				Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?			
				Is the property located within one (1) mile of an airport?		/	
a substitute for any inspections or warranti to disclose any material change in the phys is substantially the same as it was when the signing below.	es that th	e prospec	the owner ctive buyer	Seller, who certifies to the truth thereof, base or the owner's agent, if any, and the disclosu or owner may later obtain. At or before settle or certify to the purchaser at settlement that the d. Seller and Purchaser hereby acknowledge	ment, the	owner is r	used as equired
Signature of Seller Arches	Date (mm/	/	023	Signature of Buyer	Date (mm/d	d/yy)	
Signature of Seller			Signature of Buyer	Date (mm/d			
			tially the san	ne as it was when the Seller's Disclosure form was	originally pr	ovided to th	ne Buyer.
Signature of Seller (at closing)	Date (mm/	dd/yy)		Signature of Seller (at closing)	Date (mm/d	d/yy)	



Owner

Purchaser

Metzger Property Services, LLC Agency Disclosure Form

Real estate licensees are considered to be an agent of the property owner unless there is an agreement stating otherwise and all parties are aware of said agreement. While the duties of a licensee acting as an agent for the owner are extensive, some of said duties include but are not limited to:

- Representing the client without discriminating in any form on the basis of race, color, religion, national origin, sex, marital status, familial status, mental or physical handicap
- Handling each transaction honestly and fairly
- Assist in negotiating, completing real estate forms, communicating, presenting offers timely, conducting
 counteroffers, notices and various addenda relating to the offers and counteroffers until a purchase
 agreement is signed and or all contingencies are satisfied or waived
- Keeping the best interest of the owner at the forefront of each transaction
- Obtain the best price possible for the owner
- Disclose all information and facts to the owner which may influence he or she's decisions
- Timely and openly present all offers to the owner

Date

Date

Indiana and Michigan law states that all real estate licensed persons are required to disclose which party they represent in a real estate transaction. All prospective purchasers must have agency disclosure made to them by a licensee with whom they work. By signing below, you are fulfilling the terms set forth by Indiana and Michigan law.

Agency Disclosure Statement

The listing broker, Metzger Property Services, LLC, and all agents associated with the listing broker solely represent the

owner.			
		Chad Metzger (MPS, LLC Agent)	represent,
	The Owner: X	The Purchaser:	(check which applies)
	e signed documentation		agent is representing both the purchaser and t igned by both the purchaser and the owner
50 THE CONTROL OF THE PROPERTY OF THE PROPERT	HE TO THE SECOND OF THE SECON	(Bartin San Mark San	d the information within Metzger Property ovided to you before signing a contract to
Journey ar	clas x 2/24	h3	
Owner	Date /	Owner	Date

Owner

Purchaser

Date

Date



Lead-Based Paint & Lead-Based Paint Hazards Disclosure of Information

Lead Warning Statement:

Every purchaser of any interest in residential real 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 in young children may produce permanent neurological damage, including but not limited to; learning disabilities, behavioral problems, reduced intelligence quotient and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards. A risk assessment or inspection of possible lead-based paint hazards is recommended prior to purchase.

	closure (initially)		Initial:							
	ck below which best applies:									
I.	Presence of lead-based p	aint and or lead-ba	ased hazards:							
	Explain:		paint hazards are present in the housing							
<u>X</u>	Seller has no knowledge	of lead-based pair	nt or lead-based paint hazards in the hou	ising						
П.	Reports & Records avail									
	Seller has provided the p and/or lead-based paint h List:	ourchaser with all a nazards. Please lis	vailable records & reports pertaining to t below	lead-based paint						
<u>X</u>	Seller has no reports or r	ecords pertaining t	to lead-based paint & hazards in the hou	ısing.						
Durahasar's	Acknowledgement (initial)		Total 1							
III.			Initial:							
IV.										
V.	Purchaser has: (check wh		Tour Tour House	ne -						
			agreed upon time period, to conduct a	risk assessment or						
	inspection for the present	ce of lead-based pa	aint &/or hazards or have							
	Waived the opportunity t	to conduct a risk as	ssessment or inspection for the presence	of lead-based paint						
	&/or lead-based paint has	zards								
Agent's Ack	Agent has informed the s responsibility to ensure c	seller of the seller's compliance.	s obligation under 42 U.S.C. 4852(d) an	d is aware of his or her						
The following	n of Accuracy g parties have reviewed the i rue and accurate.	information above	and certify to the best of their knowledg	ge that the information						
There	& Arch	x 2-2 4 2	73							
Šeller's Signo	ature	X 2-2 -1-20 Date	Seller's Signature	Date						
Agent's Signo	ature	Date	Agent's Signature	Date						
Purchaser's	Signature		Purchaser's Signature	Date						



Average Utilities

	Company	Ave	Average Amount			
Gas	500 gnc Per/yes	2 \$				
Electric	REME	\$?			
Water	well	\$	A Section			
Other		\$	in the	314		
ноа		\$				