

SELLER'S DISCLOSURE STATEMENT

Property Address: 5329 E MONROE Breakenridge MICHIGAN
Street City, Village or Township

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the Seller Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. **This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction, and is not a substitution for any inspections or warranties the Buyer may wish to obtain.**

Seller's Disclosure: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or the Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's Agent(s), if any. **THIS INFORMATION IS A DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY CONTRACT BETWEEN BUYER AND SELLER.**

Instructions to the Seller. (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/Systems/Services: The items below are in working order. (The items listed below are included in the sale of the property ONLY if the purchase agreement so provides.)

	Yes	No	Unknown	Not Available
Range/oven	✓			
Dishwasher				✓
Refrigerator	✓			
Hood/Fan				✓
Disposal				✓
TV antenna, TV rotor & controls	✓			
Electrical system	✓			
Garage door opener & remote control				✓
Alarm System				✓
Intercom				✓
Central Vacuum				✓
Attic fan				✓
Pool heater, wall liner & equipment,				✓
Microwave				✓
Trash compactor				✓
Ceiling fan				✓
Sauna/hot tub				✓

	Yes	No	Unknown	Not Available
Washer	✓			
Dryer	✓			
Lawn sprinkler system				✓
Water heater	✓			
Plumbing system	✓			
Water softener/conditioner	✓			
Well & pump	✓			
Septic tank & drain field	✓			
Sump pump			✓	
City water system				✓
City sewer system				✓
Central air conditioning				✓
Central heating system	✓			
Wall furnace				✓
Humidifier				✓
Electronic air filter			✓	✓
Solar heating system				✓
Fireplace & chimney				✓
Wood burning system				✓

Explanations (attach additional sheets if necessary): _____

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED WITHOUT WARRANTY BEYOND DATE OF CLOSING.

Property conditions, improvements & additional information:

1. **Basement/Crawlspace:** Has there been evidence of water? yes _____ no

If yes, please explain: _____

2. **Insulation:** Describe, if known: _____
Urea Formaldehyde Foam Insulation (UFFI) is installed? unknown yes _____ no _____

3. **Roof:** Leaks? yes _____ no

Approximate age if known: less than 5 yrs.

4. **Well:** Type of well (depth/diameter, age and repair history, if known): _____

Has the water been tested? yes _____ no

If yes, date of last report/results: _____

5. **Septic tanks/drain fields:** Condition, if known: works fine

6. **Heating system:** Type/approximate age: Hot Water

[Signature] Seller's Initials

Buyer's Initials

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7. **Plumbing system:** Type: copper _____ galvanized _____ other mixed
 Any known problems? no
8. **Electrical system:** Any known problems? no
9. **History of infestation,** if any: (termites, carpenter ants, etc.) no
10. **Environmental problems:** Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on property. unknown _____ yes _____ no ✓
 If yes, please explain: _____
11. **Flood Insurance:** Do you have flood insurance on the property? unknown _____ yes _____ no ✓
12. **Mineral Rights:** Do you own the mineral rights? unknown _____ yes _____ no ✓

Other Items: Are you aware of any of the following:

1. Features of property shared in common with the adjoining landowners, such as walls, fences, roads and driveways, or other features whose use or responsibility for maintenance may have an effect on the property? unknown _____ yes _____ no ✓
2. Any encroachments, easements, zoning violations or nonconforming uses? unknown _____ yes _____ no ✓
3. Any "common areas" (facilities like pools, tennis courts, walkways, or other areas co-owned with others) or a homeowners' association that has any authority over the property? unknown _____ yes _____ no ✓
4. Structural modifications, alterations, or repairs made without necessary permits or licensed contractors? unknown _____ yes _____ no ✓
5. Settling, flooding, drainage, structural, or grading problems? unknown _____ yes _____ no ✓
6. Major damage to the property from fire, wind, floods, or landslide? unknown _____ yes _____ no ✓
7. Any underground storage tanks? unknown _____ yes _____ no ✓
8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.? unknown _____ yes ✓ no _____
9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? unknown _____ yes _____ no ✓
10. Any outstanding municipal assessments or fees? unknown _____ yes _____ no ✓
11. Any pending litigation that could affect the property or the Seller's right to convey the property? unknown _____ yes _____ no ✓

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary: farming in area

The Seller has lived in the residence on the property from _____ (date) to 1968 (date).
 The Seller has owned the property since 2019 (date).

The Seller has indicated above the condition of all the items based on information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to the Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

Seller certifies that the information in this statement is true and correct to the best of the Seller's knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW AND BACTERIA.

BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28.721 TO 28.732 IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY.

BUYER IS ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, PRINCIPAL RESIDENCE EXEMPTION INFORMATION, AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.

Seller Olana Finck Date: 9-9-19
 Seller _____ Date: _____

Buyer has read and acknowledges receipt of this statement.

Buyer _____ Date: _____ Time: _____
 Buyer _____ Date: _____ Time: _____

Disclaimer: This form is provided as a service of the Michigan Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for use or misuse of form for misrepresentation or for warranties made in connection with the form.

LEAD-BASED PAINT SELLER'S DISCLOSURE FORM

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 learning disabilities, reduced intelligence quotient, behavioral problems, 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 an information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Property Address 5329 E MONROE RD
City BREKENRIDGE State MI Zip 48615

I. Seller's Disclosure

[Signature]
(initial)

a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing:
(explain)

[Signature]
(initial)

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

b) Records and reports available to the seller (check one below):

Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

Seller has no reports or records pertaining lead-based paint and/or lead-based paint hazards in the housing.

Seller certifies that to the best of his/her knowledge, the Seller's statements above are true and accurate.

Date: 9/4/2019
Date: _____

Seller(s) Linda Hill
Estate of Keith Nagel

II. Agent's Acknowledgment

[Signature]
(initial)

Agent has informed the Seller of the Seller's obligation under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Agent certifies that to the best of his/her knowledge, the Agent's statement above is true and accurate.

Date: 9/4/19

Agent [Signature]

III. Purchaser's Acknowledgment

(initial)

(a) Purchaser has received copies of all information listed above.

(initial)

(b) Purchaser has received the federally approved pamphlet *Protect Your Family From Lead In Your Home*.

(initial)

(c) Purchaser has (check one below):

Received a 10 day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards: or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards.

Purchaser certifies to the best of his/her knowledge, the Purchaser's statements above are true and accurate.

Purchaser(s)

Date: _____

Date: _____

Notice of Exemption

(initial) Seller represents and warrants that the property was built in **1978 or later**, therefore, the federally-mandated lead-based paint disclosure regulations do not apply to this property.

Date: _____ Seller(s) _____

Date: _____ Purchaser(s) _____

NOTICE: Federal law requires Sellers and Agents to retain a copy of this form for at least three years from the completion of the sale.

DISCLAIMER: This form is provided by the Central Michigan Association of REALTORS® solely for the use of its Members. Those who use this form are expected to review both the form and the details of the particular transaction to ensure that each section of the form is appropriate for the transaction. The Central Michigan Association of REALTORS® is not responsible for the use or misuse of this form, for misrepresentation, or warranties made in connection with this form.

Approved 10/08 Central Michigan Association of REALTORS®