

CONDITIONS OF SALE OF IMPROVED REAL ESTATE OF SOLOMON STREET, LLC

DATE: November 8, 2024

1. The property to be sold is described as follows:

ALL THAT CERTAIN parcel or tract of land, and improvements located thereon, commonly known as 135 South 11th Street, Lebanon, Lebanon City, Lebanon County, PA 17042 – Lebanon County GIS Parcel: 02-2336811-368241-0000 (the “Premises”).
2. The highest approved bidder shall be declared to be the purchaser (the “Purchaser”). The highest approved bidder shall be required to execute the attached Agreement of Sale. The highest approved bid shall be the purchase price (the “Purchase Price”). If any dispute arises between two or more bidders, the property shall immediately be put up again at the last undisputed bid
3. There are no financing or other contingencies regarding Purchaser’s obligation to complete the purchase. If the Purchaser intends to obtain any portion of the Purchase Price through a bank or other lender, the Purchaser is advised that his inability to do so by the last day stated for closing is at Purchaser’s risk. If Purchaser does not pay the Seller the entire Purchase Price by the last date stated for closing then, in addition to all other remedies, Seller may retain the Earnest Money (as defined herein) and sue the Purchaser for the remainder of the Purchase Price. Seller shall be under no obligation to sign any type of financing documents including, without limitation, the FHA/VA Amendatory Clause should Purchaser elect to pursue financing. Purchaser acknowledges that he has had the opportunity to fully review the Seller’s Property Disclosure Statement if one was required of Seller. Purchaser also acknowledges receipt of a copy of Seller’s Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards.
4. The purchaser of said real estate shall immediately pay to the seller ten percent (10%) of the Purchase Price, or such other amount as is acceptable to Seller (the “Earnest Money”), directly to the seller, which shall be held by seller, and sign these conditions and agreement for the payment of the remainder of the purchase price on settlement and delivery of deed. At Seller’s option, the Earnest Money deposit placed by Purchaser shall be with, and held by, The Real Estate Transfer Company, agents for Fidelity National Title Insurance Company (“Escrow Agent”), 279 North Zinn’s Mill Road, Suite D, Lebanon, PA 17042, and shall be in the form of a certified or bank check, issued by a federally or state-chartered bank or lending institution, or such other form of immediately available funds that is acceptable to Seller in his sole discretion. If held by Escrow Agent, the Earnest Money shall be held in federally insured escrow account which does not earn interest.
5. The date, time and place of settlement shall be between the hours of 9:00 a.m. and 3:00 p.m., prevailing time, on or before December 31, 2024, at the offices of The Real Estate

Transfer Company, 279 North Zinn's Mill Road, Suite D, Lebanon, PA 17042 Phone: (717) 279-8313, Fax: (717) 272-0918, or at such other location that is agreeable to Seller. Buyer commissions The Real Estate Transfer Company, agents for Fidelity National Title Insurance Company, to issue all necessary or desirable policies of title insurance.

6. At the time of settlement, the seller, upon receipt of the said full purchase price and upon compliance with the conditions of the attached Agreement by the purchaser, will convey to the purchaser title to said property in accordance with the attached Agreement of Sale, free and clear of all liens and encumbrances, but subject to all visible easements, rights of way, and building or use restrictions, and any or all of the same which are a matter of record.
7. At the time of Settlement, the Seller, upon receipt of the full Purchase Price, and upon compliance with the conditions of the attached Agreement of Sale by Purchaser, will convey to Purchaser title to the Property via Deed of Special Warranty, in accordance with the attached Agreement of Sale, free and clear of all liens and encumbrances, but subject to all visible easements, rights of way, and building or use restrictions, and any or all of the same which are a matter of record. If the Property includes a manufactured home which has a vehicle or other title, Seller shall cooperate with Purchaser to transfer the title to Purchaser; all the cost and expense associated therewith shall be paid by Purchaser.
8. Purchaser shall pay the costs of preparing the Deed of Special Warranty, the acknowledgments thereof, and all real estate transfer taxes or stamps, local, Federal and Pennsylvania, required with regards to said Deed. In the event Purchaser desires to assign or otherwise transfer Purchaser's rights hereunder, Purchaser shall be solely responsible for all additional fees, costs or charges including, without limitation, additional real estate transfer taxes due as the result of the assignment or other transfer. Purchaser shall also be solely responsible for all costs and expenses of transferring the title to the single wide mobile home to Purchaser.
9. Possession will be given upon settlement and delivery of the Deed.
10. The sale is "with reserve" and Seller reserves the right to withdraw the Property from sale for want of a sufficient bid.
11. Taxes to and including the date of Settlement shall be paid by the Seller; all leases, if any, will be pro-rated and security deposits, if any, transferred to Purchaser at Settlement.
12. Taxes shall be pro-rated on a fiscal year basis. If applicable, any rollback taxes which become due as a result of the sale under the Pennsylvania Farmland and Forest Land Assessment Act of 1974, better known as "Clean and Green" or Act 319 (72 P.S. §5490.1 et seq.), or other tax abatement or reduction program, shall be paid by Purchaser.
13. In the event any monies are required to be escrowed in order to clear liens against the Property, including, without limitation, Pennsylvania Inheritance Tax, the monies shall be held by The Real Estate Transfer Company, agents for Fidelity National Title Insurance

Company, 279 North Zinn's Mill Road, Suite D, Lebanon, PA 17042, or the attorney or law firm hired by the Estate's Executor to file the PA Inheritance Tax return (REV-1500).

14. Municipal charges and assessments, such as water and sewer rents, if applicable, shall be prorated on a fiscal year basis.
15. It is agreed that no formal tender of deed need be made.
16. The Property is being sold "as-is/where-is" with no warranties, express or implied. Seller does not make any representations or warranties as to the condition of the Property. Seller shall be under no obligation to either make, or permit, modifications or repairs to the Property to satisfy the requirements of any municipal body, utility, lender or insurance company.
17. Upon failure to comply with the above conditions, the Earnest Money shall become forfeited to the Seller. Seller, at his option, shall have the full liberty, with or without notice, to resell the Property, either at public or private sale, and if on such resale there shall be any deficiency the Purchaser at this sale shall make good such deficiency, but the Purchaser at this sale shall not have any advantage from any increased price obtained at such resale. This right of Seller shall be in addition to all other rights contained herein and the attached Agreement of Sale.
18. The Seller shall not be liable for any damages for failure to convey a valid title for any reason beyond his control and in such event the Purchaser shall be entitled to receive a refund of the down payment, but shall have no further rights of action against the Seller.
19. If requested by Purchaser, Seller shall cooperate fully with Purchaser to allow the sale of the Property to qualify as an IRS Section 1031 tax deferred exchange. Purchaser shall be responsible for all expenses involved in Purchaser's efforts to qualify for a Section 1031 tax-deferred exchange.
20. If the Property is rented, all rents shall be pro-rated as of the date of closing and all security deposits transferred to Purchaser.
21. In the event of conflict with the terms or conditions of the attached Agreement of Sale, the Agreement of Sale shall control.

"Seller"

Solomon Street, LLC

"Purchaser"

AGREEMENT

We, the undersigned, being the seller and purchaser of the real estate mentioned in the foregoing Conditions, hereby declare and agree that the persons identified on the attached Conditions of Sale have become the purchaser of the aforesaid premises for the sum of \$ _____, and that the sum of \$ _____ has been paid to the undersigned seller, the receipt is hereby accepted by way of deposit, and in part payment of the said purchase price. And we further agree that the conditions of sale shall be taken as the terms of agreement for the sale and purchase respectively, of the said premises, and shall be observed and fulfilled by the said seller and purchaser respectively.

We, the purchaser or purchasers, further agree that if any monies are required to be escrowed in order to clear liens against the property, including, without limitation, Pennsylvania Inheritance Tax, the monies shall be held by The Real Estate Transfer Company, agents for Fidelity National Title Insurance Company, 279 North Zinn's Mill Road, Suite D, Lebanon, PA 17042.

We, the purchaser or purchasers, understand that there is NO FINANCING CONTINGENCY with regard to our obligation to complete this purchase. If we intend to obtain any portion of the purchase price through a bank or other lender, we understand that our inability to do so **BY THE LAST DATE STATED FOR CLOSING is at our risk – if we do not pay the Seller the entire purchase price by the last date stated for Closing, the Seller may retain ALL of deposit money AND sue us for the remainder of the purchase price. We understand that we chose our lender and agree to suffer the consequences if we are unable to timely complete any necessary financing needed to meet our obligation to pay the entire purchase price.**

This Agreement of Sale shall be governed by the laws of the Commonwealth of Pennsylvania. No modification of this Agreement shall be effective unless signed by all the parties. The parties agree that any matter which may be brought or pursued in court hereunder, or that is in any way connected with or related to this Agreement, shall be brought and maintained only in the Court of Common Pleas of the county in which the Property is located, and each party consents to such venue and the court's personal jurisdiction over each party. In the event of litigation involving this Agreement of Sale, the prevailing party shall be entitled to recover his or its reasonable attorneys' fees and costs incurred in investigating and prosecuting the action.

We, the purchaser or purchasers, further agree that if I/we shall acquire possession of the premises before payment of the purchase money and shall fail to make payment when due, I/we authorize the Prothonotary or any attorney-at-law to appear for me/us in any Court of Record and confess judgment in an amicable action of ejectment against me/us, in favor of the seller or the latter's assigns, for possession of said premises and direct the issuing of a writ of *Habere Facias Possessionem*, with a clause of *Fieri Facias* for costs; thereby waiving all irregularities, notice, leave of court and any and all provisions of present or future exemption laws.

IN WITNESS WHEREOF, we have hereunto set our hands this 8th day of November, 2024.

“Seller”
Solomon Street, LLC

“Purchaser”

Purchaser Address: _____

Phone Number(s): _____

Email: _____

Deed in the Name(s) of: _____

Bank Contact: _____

Check No.: _____ Bank: _____

Driver’s License – State and Number: _____

Settlement Company Contact:

Shirl A. Kichman, Manager
The Real Estate Transfer Company
279 North Zinn’s Mill Road, Suite D
Lebanon, PA 17042
(717) 279-8313
shirl@ajflaw.net

SELLER'S PROPERTY DISCLOSURE STATEMENT

SPD

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS®(PAR).

PROPERTY 135 S 11th St Lebanon PA 17042

SELLER _____

INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

Generally speaking, the Real Estate Seller Disclosure Law (68 P.S. §7301 et seq.) requires that before an agreement of sale is signed, the seller in a residential real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. A residential real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer of an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS** are involved. The Law defines a number of exceptions where the disclosures do not have to be made:

1. Transfers that are the result of a court order.
2. Transfers to a mortgage lender that result from a buyer's default and subsequent foreclosure sales that result from default.
3. Transfers from a co-owner to one or more other co-owners.
4. Transfers made to a spouse or direct descendant.
5. Transfers between spouses that result from divorce, legal separation, or property settlement.
6. Transfers by a corporation, partnership or other association to its shareholders, partners or other equity owners as part of a plan of liquidation.
7. Transfer of a property to be demolished or converted to non-residential use.
8. Transfer of unimproved real property.
9. Transfers by a fiduciary during the administration of a decedent estate, guardianship, conservatorship or trust.
10. Transfers of new construction that has never been occupied when:
 - a. The buyer has received a one-year warranty covering the construction;
 - b. The building has been inspected for compliance with the applicable building code or, if none, a nationally recognized model building code; and
 - c. A certificate of occupancy or a certificate of code compliance has been issued for the dwelling.

In addition to these exceptions, disclosures for condominiums and cooperatives are limited to the seller's particular unit(s). Disclosures regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale of condominium and cooperative interests.

While the Law requires certain disclosures, this statement includes disclosures beyond the basic requirements of the Law in an effort to assist sellers in complying with seller disclosure requirements and to assist buyers in evaluating the property being considered. Sellers who wish to see or use the basic disclosure form can find the form on the Web site of the Pennsylvania State Real Estate Commission.

This Statement discloses Seller's knowledge of the condition of the property as of the date signed by Seller and is not a substitute for any inspections or warranties that Buyer may wish to obtain. This Statement is not a warranty of any kind by Seller or a warranty or representation by any listing real estate broker, any selling real estate broker, or their licensees. Buyer is encouraged to address concerns about the conditions of the property that may not be included in this Statement. This Statement does not relieve Seller of the obligation to disclose a material defect that may not be addressed on this form.

A material defect is a problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is at or beyond the end of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.

Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the property. Check unknown when the question does apply to the property but you are not sure of the answer.

Seller's Initials BH / Date 10/3/24 SPD Page 1 of 10

Buyer's Initials / / Date _____



Yes	No	Unk	N/A
	✓		
✓			
	✓		

Yes	No	Unk	N/A
	✓		
✓			
	✓		

Yes	No	Unk	N/A
	✓		
	✓		
	✓		

Yes	No	Unk	N/A
		✓	
	✓		
			✓
	✓		
	✓		

1. SELLER'S EXPERTISE

(A) Does Seller possess expertise in contracting, engineering, architecture, environmental assessment or other areas related to the construction and conditions of the property and its improvements?

(B) Is Seller the landlord for the property?

(C) Is Seller a real estate licensee?

Explain any "yes" answers in section 1: _____

2. OWNERSHIP/OCCUPANCY

(A) Occupancy

1. When was the property most recently occupied? currently

2. Was the Seller the most recent occupant? If "no," when did the Seller most recently occupy the property? _____

3. How many persons most recently occupied the property? 3

(B) Role of Individual Completing This Disclosure. Is the individual completing this form:

1. The owner
2. The executor
3. The administrator
4. The trustee
5. An individual holding power of attorney

(C) When was the property purchased? 6/21/23

(D) Are you aware of any pets having lived in the house or other structures during your ownership?

Explain section 2 (if needed): _____

3. CONDOMINIUMS/PLANNED COMMUNITIES/OTHER HOMEOWNERS ASSOCIATIONS

(A) Type. Is the Property part of a(n):

1. Condominium
2. Homeowners association or planned community
3. Cooperative
4. Other type of association or community _____

(B) If "yes," how much are the fees? \$ _____, paid (Monthly) (Quarterly) (Yearly)

(C) If "yes," are there any community services or systems that the association or community is responsible for supporting or maintaining? Explain: _____

(D) If "yes," provide the following information about the association:

1. Community Name _____
2. Contact _____
3. Mailing Address _____
4. Telephone Number _____

(E) How much is the capital contribution/initiation fee? \$ _____

Notice to Buyer: A buyer of a resale unit in a condominium, cooperative, or planned community must receive a copy of the declaration (other than the plats and plans), the by-laws, the rules or regulations, and a certificate of resale issued by the association in the condominium, cooperative, or planned community. Buyers may be responsible for capital contributions, initiation fees or similar one-time fees in addition to regular monthly maintenance fees. The buyer will have the option of canceling the agreement with the return of all deposit monies until the certificate has been provided to the buyer and for five days thereafter or until conveyance, whichever occurs first.

4. ROOF AND ATTIC

(A) Installation

1. When was the roof installed? _____

2. Do you have documentation (invoice, work order, warranty, etc.)? _____

(B) Repair

1. Has the roof or any portion of it been replaced or repaired during your ownership?

2. If it has been replaced or repaired, was the existing roofing material removed?

(C) Issues

1. Has the roof ever leaked during your ownership?

2. Are you aware of any current/past problems with the roof, gutters, flashing or downspouts?

Explain any "yes" answers in section 4, including the location and extent of any problem(s) and any repair or remediation efforts: _____

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		
			<input checked="" type="checkbox"/>
			<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		

5. BASEMENTS AND CRAWLSPACES

(A) Sump Pump

1. Does the property have a sump pit? If yes, how many? _____
2. Does the property have a sump pump? If yes, how many? _____
3. If it has a sump pump, has it ever run?
4. If it has a sump pump, is the sump pump in working order?

(B) Water Infiltration

1. Are you aware of any water leakage, accumulation, or dampness within the basement or crawl space?
2. Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space?
3. Are the downspouts or gutters connected to a public system?

Explain any "yes" answers in this section, including the location and extent of any problem(s) and any repair or remediation efforts: _____

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		

6. TERMITES/WOOD-DESTROYING INSECTS, DRYROT, PESTS

(A) Status

1. Are you aware of any termites/wood-destroying insects, dryrot, or pests affecting the property?
2. Are you aware of any damage caused by termites/wood-destroying insects, dryrot, or pests?

(B) Treatment

1. Is your property currently under contract by a licensed pest control company?
2. Are you aware of any termite/pest control reports or treatments for the property?

Explain any "yes" answers in section 6, including the name of any service/treatment provider, if applicable: _____

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		

7. STRUCTURAL ITEMS

(A) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, or other structural components?

(B) Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls on the property?

(C) Are you aware of any past or present water infiltration in the house or other structures, other than the roof, basement or crawl spaces?

(D) Stucco and Exterior Synthetic Finishing Systems

1. Is your property constructed with stucco?
2. Is your property constructed with an Exterior Insulating Finishing System (EIFS), such as Dryvit or synthetic stucco, synthetic brick or synthetic stone?
3. If "yes," when was it installed? _____

(E) Are you aware of any fire, storm, water or ice damage to the property?

(F) Are you aware of any defects (including stains) in flooring or floor coverings?

Explain any "yes" answers in section 7, including the location and extent of any problem(s) and any repair or remediation efforts: _____

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		

8. ADDITIONS/ALTERATIONS

(A) Have any additions, structural changes, or other alterations been made to the property during your ownership? Itemize and date all additions/alterations below.

(B) Are you aware of any private or public architectural review control of the property other than zoning codes?

Addition, structural change, or alteration	Approximate date of work	Were permits obtained? (Yes/No/Unknown)	Final inspections/ approvals obtained? (Yes/No/Unknown)

A sheet describing other additions and alterations is attached.

Seller's Initials BH Date 10/7/24 SPD Page 3 of 10 Buyer's Initials / Date _____

Yes	No	Unk	N/A

(B) What is the system amperage? 200

(C) Are you aware of any knob and tube wiring in the home?

Are you aware of any problems or repairs needed in the electrical system? If "yes," explain: _____

16. OTHER EQUIPMENT AND APPLIANCES

This section must be completed for each item that will, or may, be sold with the property. The fact that an item is listed does not mean it is included in the Agreement of Sale. Terms of the Agreement of Sale negotiated between Buyer and Seller will determine which items, if any, are included in the purchase of the Property.

Item	Yes	No	Unk	N/A	Item	Yes	No	Unk	N/A
Electric garage door opener		✓			Trash compactor		✓		
Garage transmitters		✓			Garbage disposal		✓		
Keyless entry	✓				Stand-alone freezer		✓		
Smoke detectors	✓				Washer		✓		
Carbon monoxide detectors	✓				Dryer		✓		
Security alarm system		✓			Intercom		✓		
Interior fire sprinklers		✓			Ceiling fans	✓			
In-ground lawn sprinklers		✓			A/C window units		✓		
Sprinkler automatic timer		✓			Awnings		✓		
Swimming pool		✓			Attic fan(s)		✓		
Hot tub/spa		✓			Satellite dish		✓		
Deck(s)		✓			Storage shed	✓			
Pool/spa heater		✓			Electric animal fence		✓		
Pool/spa cover		✓			Other:				
Whirlpool/tub		✓			1.				
Pool/spa accessories		✓			2.				
Refrigerator(s)	✓				3.				
Range/oven	✓				4.				
Microwave oven		✓			5.				
Dishwasher		✓			6.				

Are you aware of any problems or repairs needed regarding any item in section 16? If "yes," explain: _____

Yes	No	Unk	N/A
	✓		
	✓		
	✓		
	✓		

17. LAND/SOILS

(A) Property

- Are you aware of any fill or expansive soil on the property?
- Are you aware of any sliding, settling, earth movement, upheaval, subsidence, sinkholes or earth stability problems that have occurred on or affect the property?
- Are you aware of sewage sludge (other than commercially available fertilizer products) being spread on the property, or have you received written notice of sewage sludge being spread on an adjacent property?
- Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations that might affect this property?

Note to Buyer: The property may be subject to mine subsidence damage. Maps of the counties and mines where mine subsidence damage may occur and mine subsidence insurance are available through: Department of Environmental Protection, Mine Subsidence Insurance Fund, 25 Technology Drive, California Technology Park, Coal Center, PA 15423 (800) 922-1678 (within Pennsylvania) or (724) 769-1100 (outside Pennsylvania).

Seller's Initials BH1 Date 10/3/24

Buyer's Initials _____ / _____ Date _____

Yes	No	Unk	N/A
	✓		
	✓		
	✓		
	✓		

19. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

(A) Mold and Indoor Air Quality (other than radon)

1. Are you aware of any tests for mold, fungi, or indoor air quality in the property?
2. Other than general household cleaning, have you taken any efforts to control or remediate mold or mold-like substances in the property?

Note to Buyer: Individuals may be affected differently, or not at all, by mold contamination. If mold contamination or indoor air quality is a concern, buyers are encouraged to engage the services of a qualified professional to do testing. Information on this issue is available from the United States Environmental Protection Agency and may be obtained by contacting IAQ INFO, P.O. Box 37133, Washington, D.C. 20013-7133, 1-800-438-4318.

(B) Radon

1. Are you aware of any tests for radon gas that have been performed in any buildings on the property? If "yes," list date, type, and results of all tests below:

	First Test	Second Test
Date	_____	_____
Type of Test	_____	_____
Results (picocuries/liter)	_____	_____
Name of Testing Service	_____	_____

2. Are you aware of any radon removal system on the property? If "yes" list date installed and type of system, and whether it is in working order below:

Date Installed	Type of System	Provider	Working?
_____	_____	_____	_____

(C) Lead Paint

If property was constructed, or if construction began, before 1978, you must disclose any knowledge of, and records and reports about, lead-based paint on the property.

1. Are you aware of any lead-based paint or lead-based paint hazards on the property?
2. Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the property?

(D) Tanks

1. Are you aware of any existing or removed underground tanks? Size: _____
2. If "yes," have any tanks been removed during your ownership?

(E) Dumping. Are you aware of any dumping on the property?

(F) Other

1. Are you aware of any existing hazardous substances on the property (structure or soil) such as, but not limited to, asbestos or polychlorinated biphenyls (PCBs)?
2. Have you received written notice regarding the presence of an environmental hazard or bio-hazard on your property or any adjacent property?
3. Are you aware of testing on the property for any other hazardous substances or environmental concerns?
4. Are you aware of any other hazardous substances or environmental concerns that might impact upon the property?

Explain any "yes" answers in section 19: _____

Yes	No	Unk	N/A
	✓		
	✓		
	✓		
	✓		
	✓		
	✓		
	✓		
	✓		

20. MISCELLANEOUS

(A) Deeds, Restrictions and Title

1. Are you aware of any deed restrictions that apply to the property?
2. Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the property?
3. Are you aware of any reason, including a defect in title, that would prevent you from giving a warranty deed or conveying title to the property?

(B) Financial

1. Are you aware of any public improvement, condominium or homeowner association assessments against the property that remain unpaid or of any violations of zoning, housing, building, safety or fire ordinances or other use restriction ordinances that remain uncorrected?
2. Are you aware of any mortgage, judgment, encumbrance, lien, overdue payment on a support obligation, or other debt against this property or Seller that cannot be satisfied by the proceeds of this sale?
3. Are you aware of any insurance claims filed relating to the property?

Yes	No	Unk	N/A
	✓		
	✓		
	✓		
	✓		
	✓		
	✓		

Seller's Initials BH / Date 10/3/24 SPD Page 9 of 10 Buyer's Initials / / Date _____

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(C) Legal

1. Are you aware of any violations of federal, state, or local laws or regulations relating to this property?
2. Are you aware of any existing or threatened legal action affecting the property?

(D) Additional Material Defects

1. Are you aware of any material defects to the property, dwelling, or fixtures which are not disclosed elsewhere on this form?

Note to Buyer: A material defect is a problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is at or beyond the end of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.

2. After completing this form, if Seller becomes aware of additional information about the property, including through inspection reports from a buyer, the Seller must update the Seller's Property Disclosure Statement and/or attach the inspection(s). These inspection reports are for informational purposes only.

Explain any "yes" answers in section 20: _____

21. ATTACHMENTS

(A) The following are part of this Disclosure if checked:

- Seller's Property Disclosure Statement Addendum (PAR Form SDA)
- _____
- _____
- _____

The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete to the best of Seller's knowledge. Seller hereby authorizes the Listing Broker to provide this information to prospective buyers of the property and to other real estate licensees. **SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS STATEMENT.** Seller shall cause Buyer to be notified in writing of any information supplied on this form which is rendered inaccurate by a change in the condition of the property following completion of this form.

SELLER *[Signature]* DATE 10/3/24
 SELLER _____ DATE _____
 SELLER _____ DATE _____

EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

According to the provisions of the Real Estate Seller Disclosure Law, the undersigned executor, administrator or trustee is not required to fill out a Seller's Property Disclosure Statement. The executor, administrator or trustee, must, however, disclose any known material defect(s) of the property.

 DATE _____

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

The undersigned Buyer acknowledges receipt of this Disclosure Statement. Buyer acknowledges that this Statement is not a warranty and that, unless stated otherwise in the sales contract, Buyer is purchasing this property in its present condition. It is Buyer's responsibility to satisfy himself or herself as to the condition of the property. Buyer may request that the property be inspected, at Buyer's expense and by qualified professionals, to determine the condition of the structure or its components.

BUYER _____ DATE _____
 BUYER _____ DATE _____
 BUYER _____ DATE _____

