



**Gunter &
Associates**

Online Auction Bidders Agreement

Buyer agrees to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if declared the high bidder (winning bidder) by the auctioneer during the following auction:

AUCTION FOR – John Guzewicz

AUCTION LOCATION – Online at www.UCGunterRealty.HiBid.com

AUCTION DATE – Tuesday, April 2nd, 2024 at 3 PM

*** Bids at 3 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

See Paragraph 16 that addresses the **“SOFT CLOSE”**.

AUCTIONEER – Lanny Gunter (Broker/Auctioneer) of United Country Gunter & Associates located at 1103 Little St., Suite 3, Camden, SC 29020 (803-549-5322) has contracted with “Seller” to offer to sell at public auction certain real property.

OFFERING –

Legally described as:

1. Parcel ID 0174.00.018.07. Deed Book: 6562 Page: 70

More Commonly Known As: 475 Discovery Rd., Kershaw, SC 29067

- **Online Bidding Open NOW**
- **Online Bidding Closes on Tuesday, April 2nd, 2024 at 3 PM (EST)**

Bidder agrees that they have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

It is solely bidders’ responsibility to contact the auction company at (803) 549-5322 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.

Online Auction Terms & Conditions

1. **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
2. **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Kayla Minors or Lanny Gunter at (803) 549-5322 or by email at Lanny.Gunter@Gunter-Realty.com**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
3. **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
4. **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auction Company at (803) 549-5322 or Auctioneer Lanny Gunter at (803) 445-4377.
5. **No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
6. **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
7. **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an a Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Gunter & Associates** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.

8. **Earnest Money Deposit:** A \$2,500 non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Gunter & Associates no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
9. **Closing:** Closing shall be on or before **Tuesday, May 3rd 2024**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
10. **Easements:** The sale of the property is subject to any and all easements of record.
11. **Survey:** A survey may need to be completed and approved by the County prior to the closing of the property. The costs associated with the survey and approval with the county will be the sole responsibility of the buyer.
12. **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
13. **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
14. **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
15. **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Gunter & Associates, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
16. **Soft Close:** If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
17. **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to,

but not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).

18. **Buyer's Broker Fee:** A Buyer's Broker Fee of 2% (of the High Bid Price) is offered to State Licensed Real Estate Brokers under the following conditions: Buyer's agent must contact the Auction company, submit a Broker Participation Form signed by the buyer, and register buyer 48 hours prior to auction date. If these steps have not been completed, no broker participation fee will be paid.
19. **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all of the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Broker Fee of 2% (of High Bid Price) is offered to a cooperating State Licensed Real Estate Broker on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

Lanny Gunter – United Country Gunter & Associates
Owner, Real Estate Broker, Auctioneer
1103 Little St., Suite 3
Camden, SC 29020
803-445-4377
Lanny.Gunter@Gunter-Realty.com

Individual State License #'s

South Carolina Real Estate Broker License #	88175
South Carolina Auctioneer License #	4883
Georgia Real Estate Broker License #	413226

Firm State License #'s

South Carolina Real Estate Firm License #	23147
South Carolina Auction Firm License #	4229
Georgia Real Estate Firm License #	78951

Matt Gallimore – United Country Blue Ridge Land & Auction

Real Estate Broker, Auctioneer, MBA
102 South Locust Street; PO Box 234
Floyd, VA 24091
540-239-2585
Gallimore.matt@gmail.com

Individual State License #'s

Virginia Auctioneer License #	2907004059
Virginia Real Estate Broker License #	0225062681
North Carolina Auctioneer License #	10250
North Carolina Real Estate Broker License #	311692
Tennessee Auctioneer License #	7095
Tennessee Real Estate Broker License #	350819
South Carolina Auctioneer License #	4757

Firm State License #'s

Virginia Auction Firm License #	2906000294
Virginia Real Estate Firm License #	0226000240
North Carolina Auction Firm License #	10299
North Carolina Real Estate Firm License #	C35716
Tennessee Real Estate Firm License #	263941
South Carolina Auction Firm License #	4208



**Gunter &
Associates**

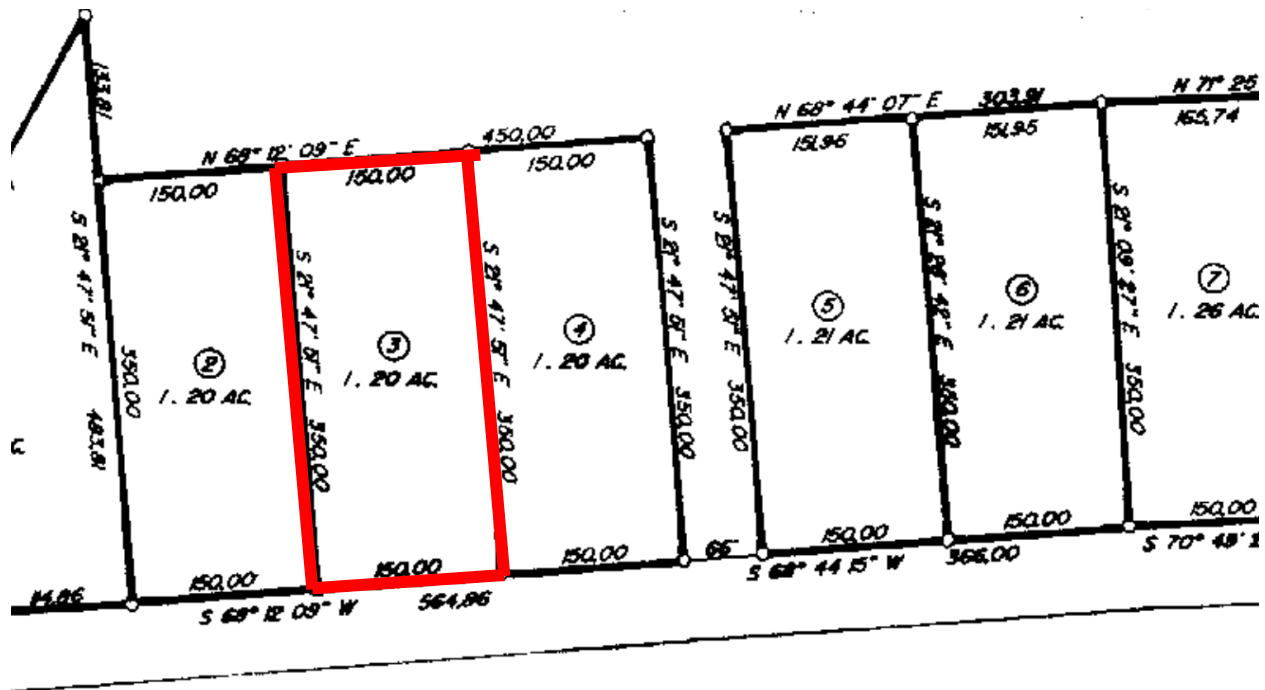
Aerial



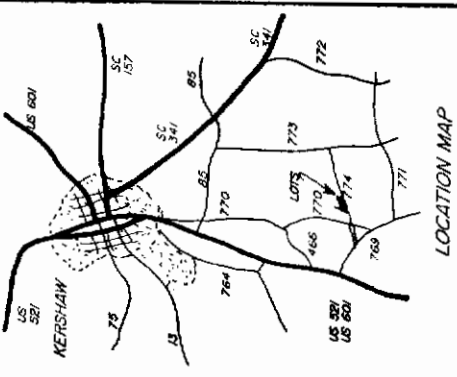
**** Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****



Kershaw, SC 29067



98-142

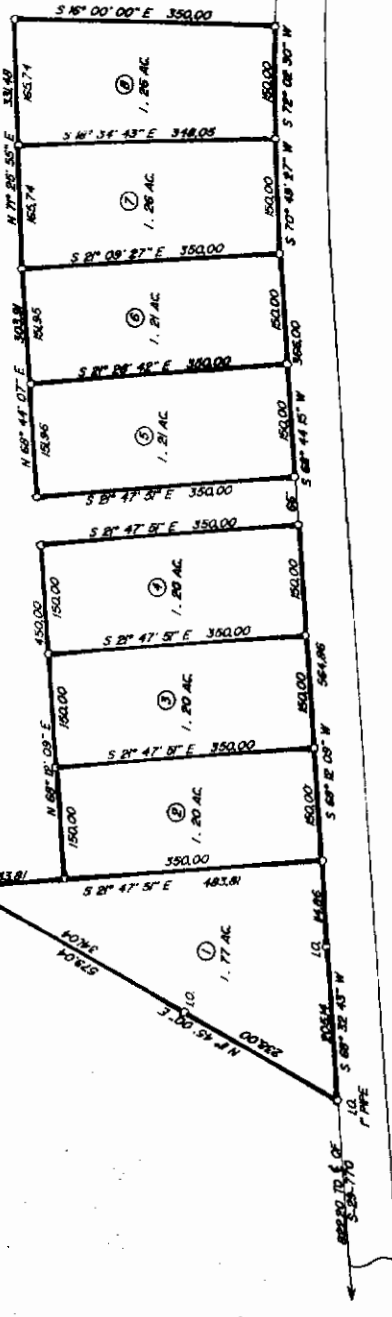


Plat Doc# 9800142
Filed and Recorded
03/06/1998 01:58P
VERNON MCANUS
Clerk of Court

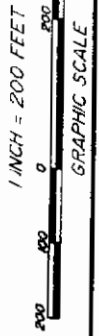
A. K.
BAKER

A. K.
BAKER

NIF NORMA HOLLEY



I HEREBY STATE TO THE BEST OF MY KNOWLEDGE
INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON
WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF
THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE
OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR
EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS
SPECIFIED THEREIN.



NOTE: NEW IRON PINS SET AT EACH CORNER
AND ARE 5/8" REBAR.

BOUNDARY SURVEY
FOR

A. K. BAKER

STATE OF SOUTH CAROLINA
LANCASTER COUNTY
LOCATED 2.5 MILES SOUTH OF KERSHAW
FEBRUARY 3, 1998
KENNETH A. JOHNSON RLS NO. 7879
P.O. BOX 57, JEFFERSON S.C. 29718
PHONE NO. 803 - 658 - 3622
J. A. Davis



Approximate total area⁽¹⁾
1792 sqft.

(1) Excluding balconies and terraces

While every attempt has been made to ensure accuracy, all measurements are approximate, not to scale. This floor plan is for illustrative purposes only.

GIRAFFE 360

Experiencing Lancaster County, SC through GIS Technology

Parcel Summary

Parcel ID 0174-00-018.07
 Account # 83826
 Millage Group 01 - County - County
 Land Size 1.2 ACRES
 Location Address 475 DISCOVERY RD
 Kershaw 29067
 Zoning AR : Agricultural Residential
 Neighborhood 20
 Property Use Code Qualified Mobile Home (QMH)
 Plat Book 1998
 Plat Page 142
 Block#
 Lot# 3

Property Card

Note: Property Cards are current as of 4/1/2020 and are no longer updated

Owner Information

[GUZEWICZ JOHN P](#)
 475 DISCOVERY RD
 KERSHAW SC 29067

Land Information

Land Use	Number of Units	Unit Type	Land Type	Frontage	Depth	AgUse Value
QualMH (QMH)	1.20	ACRES	SITE	0	0	\$0

Mobile Home Information

Style Mobile Home Low (Mfg-15 Low) / 30
 Width 28
 Length 64
 Gross Sq Ft 1,792
 Finished Sq Ft 1,792
 Stories 1 Story
 Condition Average
 Interior Walls
 Exterior Walls Vinyl Siding
 Year Built 1999
 Effective Year Built 2005
 Foundation Pier\Post
 Roof Type
 Roof Coverage
 Flooring Type with 50%
 Heating Type
 Rooms
 Bedrooms
 Full Bathrooms 2
 Half Bathrooms 0
 Grade B+10
 Grade Description B+10
 Number of Fire Pl 0
 Manufacturer
 Model
 Color
 Registration Date
 Date in County
 Decal #
 Previous County
 Serial Number
 Previous Decal #

Code	Description	Sketch Area	Finished Area	Perimeter
50	ONE STORY	1,792	1,792	184
TOTAL		1,792	1,792	184

Accessory Information

Description	Year Built	Out Building Type	Size	Quantity	Units	Grade
MH HKUP	1999	MH HKUP (43)	0 x 0	1	1 SF	

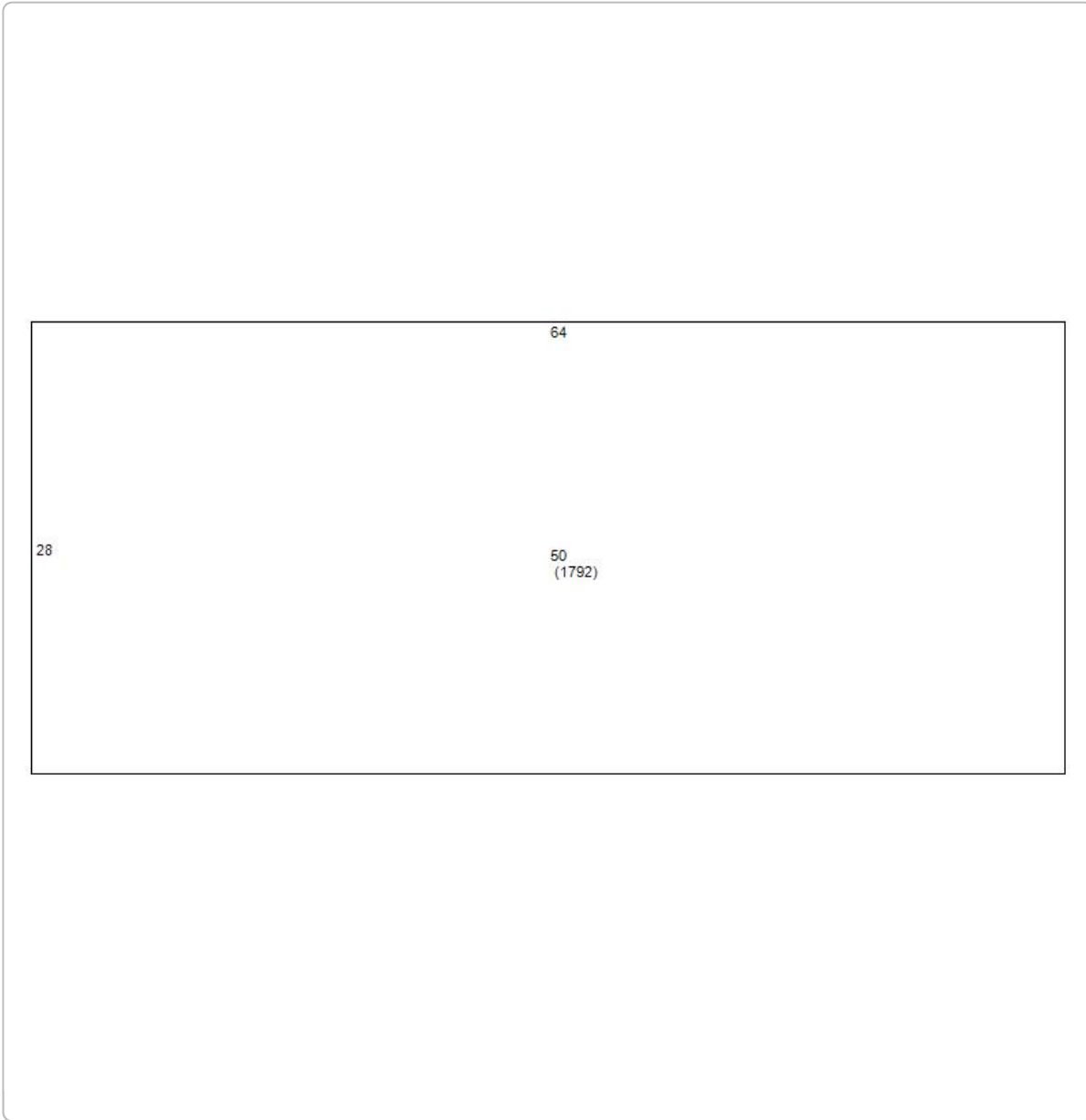
Sales Information

Sale Date	Sale Price	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
1/28/2012	\$67,500	DEED	652	70	Qualified	Improved	DICOLA NANCY DARLENE	GUZEWICZ JOHN P
5/9/2007	\$8,000	DEED	397	198	Qualified	Improved	HARRISON LARRY P	DICOLA NANCY DARLENE
9/13/2002	\$8,000	DEED	170	210	Unqualified - PROPERTY SPLITS	Improved	BAKER KENNETH	HARRISON LARRY P
1/31/1973	\$0		IOOA	2362	Qualified	Improved	BAKER KENNETH	BAKER KENNETH

Assessed Values

	2023	2022	2021	2020
Market Land Value	\$8,500	\$8,500	\$8,500	\$8,500
+ Market Improvement Value	\$52,700	\$52,700	\$52,700	\$48,200
+ Market Misc Value	\$1,500	\$1,500	\$1,500	\$1,500
= Total Market Value	\$62,700	\$62,700	\$62,700	\$58,200
Taxable Land Value	\$8,500	\$8,500	\$8,500	\$8,500
+ Taxable Improvement Value	\$52,700	\$52,700	\$52,700	\$48,200
+ Taxable Misc Value	\$1,500	\$1,500	\$1,500	\$1,500
- Ag Credit Value	\$0	\$0	\$0	\$0
= Total Taxable Value	\$62,700	\$62,700	\$62,700	\$58,200
Assessed Land Value	\$340	\$340	\$340	\$340
+ Assessed Improvement Value	\$2,108	\$2,108	\$2,108	\$1,928
+ Assessed Misc Value	\$60	\$60	\$60	\$60
= Total Assessed Value	\$2,508	\$2,508	\$2,508	\$2,328

Sketches



No data available for the following modules: Commercial Building Information, Building Information, Photos.

The data contained on this site is intended for information purposes only. It is based on the best information available at the time of posting and is not warranted. The data may not reflect the most current records.

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[Last Data Upload: 1/31/2024, 9:31:33 AM](#)

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Developed by
 **Schneider**
GEOSPATIAL

CARD DIST.	OF MAP NO.	COUNTY OF:		CONTRACT MAP	PARCEL	WARD	COUNTY NO.			SECTION:	REGION:		DATE PRINTED
		GROUP							PROPERTY ADDRESS		LAND USE	PRO. TP.	
DATE		OWNER'S NAME	BOOK	PAGE	CONSIDERATION	MAILING ADDRESS							
9-13-02		Harrison, Larry P.	170	210	\$ 0.00	1700 Beacon Rd, Lancaster							
5-9-07		Diicola, Nancy Darlene	397	198	\$ 0.00	6672 Hwy 341 Kerstrow 29067							
1-28-12		Guzewicz, John P.	652	70	67,500	475 Discovery Rd. Kyrabaw 29067							
		SUBDIVISION	PLAT.	PAGE	BLOCK	LOT	DIMENSION				ACRES		
		Discovery Place	98/142			3					1.2		
ADDITIONAL DESCRIPTION											SPECIAL CONDITIONS		

[illegible][illegible]

BUILDING RECORD

PROPERTY ADDRESS:

CONSTRUCTION SPECIFICATIONS

OCCUPANCY		HEATING		BUILDING FACTORS	
SINGLE FAMILY		N G F		GRADE () () %	
TWO-FAMILY				COST FACTOR () () %	
MULTI-FAMILY				DESIGN FACTOR () () %	
				TOTAL ADJUSTMENT %	
FOUNDATION				COMPUTATIONS	
CONC. BLK.		CONCRETE		UNIT	
STONE		TILE		S.F.	
BRICK		PIERS		AMOUNT	
BASEMENT					
NONE		1/4		3/4	
FULL					
SIZE:		TYPE OF FUEL			
		AIR CONDITIONING			
EXTERIOR WALLS		TOTAL SQ. FT.			
FRAME:		PLUMBING		ADDNS. & PCHS.	
SHINGLE		BASE FIXTURES		BSMT. AREA	
SHINGLE		BATHROOM		FIN. BSMT.	
STUCCO		SINK OR LAV.		HEATING	
CONC. BLK.		SHOWER		AIR COND.	
MASONRY		WATER CLOSET		PLUMBING	
STONE		WATER HEATER		ATTIC	
BRICK VEN.		NO PLUMBING		FIREPLACE	
STONE VEN.				TOTAL BASE	
STUCCO				TOTAL ADJ.	
		BASE ()		REPL. VALUE	
ROOFING		ATTC			
SINGLE		NONE			
SHINGLE		UNFIN.			
SLATE OR TILE		HALF			
COMPOSITION		FULL			
METAL		OTHER FEATURES			
		CERAMIC/PLASTIC TILING			
ROOF TYPE		BATH FLR. & WSCOT.		X	
GABLE		BATH FLR. & WALLS			
HIP		TOILET FLR. & WALLS			
FLAT		FOYER			
GAMBREL		KITCHEN WSCOT.			
		MARBLE FLR.			
FLOORS		QUARRY TILE FLR.			
B		SLATE FLR.			
1		BUILT IN OVERN. & RANGE			
2		DISHWASHER			
3		DISPOSAL			
CONCRETE		EXHAUST FAN			
EARTH		FIREPLACE			
HARDWOOD		FIREPLACE NO. VALUE			
PINE					
TILE					
LINOLEUM					
WOOD					
WOOD FRAMING					
STEEL FRAMING					
REIN. CONCRETE					
INTERIOR FINISH		FINISHED BASEMENT			
B		REC. ROOM			
1		LIV. QTRS.			
2		SIZE			
3					
BRICK/ROWD.					
PLASTER					
DRY WALL					
WOOD SEAL					
PANEL					
UNFINISHED					
ACQUST. CLG.					
SUSP. CLG.					
NUMBER OF ROOMS		CONDITION			
BSMT.		SPLIT LEVEL/FOYER			
1ST		RANCH			
2ND		P. T. F. A. V. G. I. E.			
3RD		INTERIOR			
NUMBER OF BEDROOMS		EXTERIOR			
DEN OR FAMILY ROOM		PLAN			

SUMMARY OF BUILDINGS

BUILDING	NO.	TYPE	AREA	RATE	GRADE	AGE	COND.	REPL. VALUE	PHYS. DEPR.	PHYS. VALUE	FUNCT. DEPR.	APPRAISED VALUE
DWELLING	1	X										
GAR. F CB M	2											
	3											
	4											
	5											
	6											
FINISHED BASEMENT												
REC. ROOM												
LIV. QTRS.												
SIZE												
B 1 2 3												
PART MASONRY WALLS												
STONE VENEER												
WOOD SEAL												
PERMA STONE												
BRICK VENEER												
UNFINISHED												
ACQUST. CLG.												
SUSP. CLG.												
NUMBER OF ROOMS												
BSMT.												
1ST												
2ND												
3RD												
NUMBER OF BEDROOMS												
DEN OR FAMILY ROOM												
PLAN												

DESIGNED BY ALACO-71-T

GRADE DENOTES QUALITY OF CONSTRUCTION: A - EXCELLENT; B - GOOD; C - AVERAGE; D - CHEAP; E - VERY CHEAP

TOTAL APPRAISED BUILDING VALUE

OTHER

O T E CBF

DATE DATE

MEASURED: LISTED:

P. T. F. A. V. G. I. E.

INTERIOR EXTERIOR PLAN

STATE OF SOUTH CAROLINA,

COUNTY OF LANCASTER.

TITLE TO REAL ESTATE

Know All Men by These Presents:

That I, Nancy Darlene DiCola,

in the State aforesaid,

in consideration of the sum of **Sixty-seven Thousand Five Hundred and No/100 (\$67,500.00)** -----DOLLARS,
to the grantor(s) in hand paid at and before the sealing of these presents by the grantee(s) (the receipt whereof is hereby
acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

JOHN P. GUZEWICZ, his heirs and assigns forever, the following described property, to wit:

"ALL that certain piece, parcel or lot of land, containing 1.20 acres, lying, being and situate about 2.5 miles
South of the Town of Kershaw, in Lancaster County, formerly Kershaw County, South Carolina, located on the
North side of Discovery Road (Hwy. #S-29-774), and more particularly being shown and described as Lot No. 3
on a Plat of A. K. Baker, prepared by Kenneth A. Johnson, RLS, dated February 3, 1998, and recorded as Plat
Number #98-142 in the Office of the Register of Deeds for Lancaster County, SC. Reference to said Plat is
made for a more accurate description."

The above described property being the identical property conveyed to Nancy Darlene DiCola by the Deed of
Larry P. Harrison, dated and recorded May 9, 2007 in Deed Book 397, at Pages 198 - 200 in the Office of the
Register of Deeds for Lancaster County, SC

Tax Map Number: #0174-00-018.07

John P. Guzewicz
475 Discovery Road
Kershaw, SC 29067

RECORDED THIS 3rd DAY
OF FEBRUARY, 2012
IN BOOK 2012 PAGE D-1

Charles H. Morgan
Auditor, Lancaster County, SC

2012001508

DEED
RECORDING FEES \$10.00
STATE TAX \$175.50
COUNTY TAX \$74.25
PRESENTED & RECORDED:
02-02-2012 02:48 PM
JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: CANDICE PHILLIPS DEPUTY
BK: DEED 652
PG: 70-72

TOGETHER with all and Singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or
in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said Premises before mentioned unto the grantee(s) hereinabove named, and
grantee's(s') Heirs and Assigns forever.

And the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') Heirs, Executors and Administrators to warrant and
forever defend all and singular the said premises unto the grantee(s) hereinabove named, and the grantee's(s') Heirs and Assigns
against the grantor(s) Heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness the grantor's(s') hand and seal this 28th day of January, 2012.

Signed, Sealed and Delivered in the Presence of:

Nancy Darlene DiCola
Nancy Darlene DiCola

L.S.

(1) *James C. Frost*

L.S.

(2) *Mark G. L.*

L.S.

STATE OF SOUTH CAROLINA,)
COUNTY OF LANCASTER.)

Personally appeared before me (1)

who being sworn, says that s/he saw the within named grantor(s) sign, seal and as his/her act and deed, deliver the within written deed,
and that s/he, with the other witnessed the execution thereof.

Sworn to before me this 28thday of February January, 2012.(2) *Mark G. L.*Notary Public for SCMy Commission Expires: 09-19-2015(1) *James C. Frost*

STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER.)

Page 1 of 2

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the Information on this affidavit and I understand such information.

2. The property being transferred is located at 475 Discovery Road, Kershaw, SC 29067
bearing Lancaster County Tax Map Number #0174-00-018.07, was transferred by Nancy Darlene DiCola
to John P. Guzewicz on February 2, 2012.

3. Check one of the following: The deed is

- (a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c) _____ exempt from the deed recording fee because (See Information section of affidavit):

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):

- (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$67,500.00.
- (b) _____ The fee is computed on the fair market value of the realty which is _____.
- (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes _____ or No X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____.

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: \$67,500.00
- (b) Place the amount listed in item 5 above here: \$ 0.00
(If no amount is listed, place zero here.)
- (c) Subtract Line 6(b) from Line 6(a) and place result here: \$67,500.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is:
\$249.758. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Purchaser

9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined no more than one thousand dollars or imprisoned not more than one year, or both.

John P. Guzewicz
Responsible Person Connected with the Transaction

SWORN to before me this 2nd
day of February, 2012.

John P. Guzewicz
Print or Type Name Here

Notary Public for South Carolina
My Commission Expires: 09-19-15

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space of a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitutes a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.

CONTRACT FOR BUY/SALE REAL PROPERTY

1. **OFFER AND DESCRIPTION:** _____ (herein, "Purchaser") agrees to buy, and **John Guzewicz** ("Seller") (collectively herein the "Parties"), agrees to sell all that lot or parcel of land, with the buildings and improvements thereon, if any located in Kershaw County, South Carolina (the "Property") and being described as follows:

Property Address: 475 DISCOVERY RD, KERSHAW, SC 29067
TMS:

1. Parcel ID 0174.00.018.07. Deed Book: 6562 Page: 70

2. **PURCHASE PRICE:** The purchase price of the Property is equal to the auction bid price plus 10% Buyer's Premium, which is as follows: _____
(hereinafter referred to as the "Purchase Price"), which shall be paid to the Settlement Agent (designated below) at settlement ("Settlement") by certified or cashier's check, or wired funds, subject to the prorations described herein.
3. **EARNEST MONEY DEPOSIT: \$3,500** (hereinafter referred to as the "Earnest Money Deposit") to be paid by the Purchaser to _____ (herein "Escrow Agent" or Settlement Agent") within 24-hours of the ratification of this contract. The Deposit shall be held by the Escrow Agent or Settlement Agent, pursuant to the terms of this Contract, until Settlement and then applied to the Purchase Price.
4. **CLOSING COSTS:** Each party will pay their own expenses necessary for the consummation of this purchase and sale, unless otherwise agreed herein. By way of example, Purchaser shall pay Purchaser's lender fees, escrow fees, title search fees, title examination and title insurance fees, Buyer's attorney's fees, pre-paid's, and Settlement Agent's fees; Seller shall pay Seller's attorney's fees, deed preparation, transfer tax, Payoffs, Settlement Agent's fees attributable to the Seller, and any fees Seller may be required to pay third parties to consummate the sale.
5. **CONVEYANCE AND CLOSING DATE:** At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by a proper **General Warranty Deed**, free of all liens, tenancies, defects and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property for residential purposes or render the title unmarketable. If a defect is found which can be remedied by legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within 60 days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Purchaser. Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this Paragraph but not longer than 60 days.

The deed will be prepared in the name(s) of _____ and delivered to the stipulated place of closing with the transaction to be closed on or before _____. The parties agree this closing date may be extended up to 5-days without separate addendum agreed between the parties.

6. **POSSESSION:** Possession of said Property will be given to Purchaser at the time of closing. **The Property shall be delivered to Purchasers As-Is, Where-Is at the time of this contract.**
7. **ADJUSTMENTS:** Real estate taxes, homeowner's association fees/regime fees, and rents, when applicable, will be adjusted as of the date of closing. Tax prorations are based on the most current tax bill and are prorated on that basis, unless otherwise stipulated in writing. **Prorations at closing shall be final.** Purchaser will be responsible for applying for the agricultural or primary residence tax rate, if applicable.
8. **NON-RESIDENT TAX:** Seller covenants and agrees to comply with the provisions of Section 12-8-580 of the Code of Laws of South Carolina, 1976 (as amended), regarding withholding requirements of owners who are not residents of South Carolina as defined in the said statute.
9. **PERSONAL PROPERTY, FIXTURES, ETC.:** The parties agree all furniture, rugs, artificial plants, mattresses, free standing lamps, window fixtures, refrigerator, stove, television, clothes washing machine and clothes dryer currently at the property shall convey to Purchaser at no additional value, unless otherwise expressly agreed in writing and attached hereto. All fixtures to convey.
10. **FIRE OR CASUALTY:** In the event the Property is destroyed or damaged by fire or other casualty prior to closing, Purchaser or Seller will have the option for ten (10) days thereafter or proceeding hereunder, or of terminating this Contract by written notification to the other party.
11. **DEFAULT:** If Purchaser or Seller fails to perform any covenant of this Contract, the other party may seek any available legal or equitable remedy and may terminate this Contract. If litigation is required to resolve the matter, the prevailing party shall be entitled to an award of costs and expenses of the action, including reasonable attorney' fees. Furthermore, the parties expressly agree to indemnify and hold Escrow Agent harmless from any claims or damages arising from Escrow Agent's refusal to release the earnest money in a manner inconsistent with the provisions of this paragraph. For the purposes of this contract, "actual costs incurred" by the Purchaser shall include all documented costs, expenses or obligations incurred for or by Purchaser or broker in effort to consummate this sale. Such costs include but are not limited to: title examination and other title expenses.
12. **DISCLAIMER:** the Purchaser acknowledges the Seller gives no guarantee or warranty of any kind, express or implied, as to the physical condition of the Property, unless otherwise provided for in the Contract. Seller does not warrant the condition of any improvements, services, appliances or systems thereto, or as the merchantability or fitness for a particular

purpose of the Property or improvements thereon. Any implied warranty is hereby disclaimed by the Seller.

Purchaser and Seller will indemnify and hold the Closing Attorney and Auction Company harmless from any breach of contract, and any negligent or intentional acts or omissions of any inspectors, repair companies, or other service providers employed by Purchaser or Seller.

13. CONDITION OF PROPERTY:

A. INSPECTIONS: All Parties agree the Property is being sold “As-Is”. “As-Is” means Purchaser buys the Property for the purchase price (set forth in Section 2) while the Seller maintains the Property from the Effective Date through Closing subject to normal wear and tear without repair or replacement.

B. INSPECTION/MAINTENANCE: Seller agrees to allow Purchaser, or its designee, the right to re-inspect the Property and to perform a walk-through of the Property, prior to closing. The Property will be maintained in the same condition as on the Effective Date, until the day of closing.

C. WATER/WASTE SYSTEMS:

- 1) Seller represents the Property is___ is not___ connected to a septic tank
- 2) Seller represents the Property is___ is not___ connected to water well system.

D. LIABILITY: Purchaser understands and acknowledges that any inspections undertaken are “at your own risk” and the Seller shall not be liable for any claim or damages resulting therefrom. Purchaser further understands and agrees to fully indemnify the Seller for any damage caused to the property as a direct result of the Purchasers inspections.

14. MEGAN’S LAW: The Purchaser and Seller agree the Closing Attorney and its agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. This information may be obtained from the local sheriff’s department or other appropriate law enforcement officials.

15. HOMEOWNER’S ASSOCIATION: The Seller represents the property is not subject to a mandatory associate fee.

16. ENTIRE CONTRACT; BINDING CONTRACT; TIME: This written contract expresses the entire agreement between the parties unless there is a written addendum or modification signed by Purchaser and Seller. Both the Purchaser and Seller hereby acknowledge they have not received or relied upon any statements or representations by

either Broker or their Agents which are not expressly stipulated herein. This Contract shall be binding on the Purchaser, the Seller and their heirs, personal representatives, successors and assigns. This is a legally binding Contract; the Purchaser and Seller acknowledge that they have been advised to seek independent legal advice regarding this Contract and further acknowledge that they have had the opportunity to do so. **TIME IS OF THE ESSENCE IN EACH PARAGRAPH OF THIS CONTRACT WHERE A PERFORMANCE TIME IS STIPULATED.**

17. ARBITRATION CLAUSE: Any dispute or claim arising out of or relating to this Contract, the breach of this Contract or the services provided in relating to this Contract, shall be submitted to mediation in accordance with the South Carolina Arbitration Act. Disputes shall include representations made by the Purchaser(s), Seller(s) or any Real Estate Broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the Property to which this Contract pertains, including without limitation, allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the arbitration conference shall be binding. This arbitration clause shall survive for a period of 120 days after the date of the closing.

The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; or (e) any action taken regarding the disposition of Earnest Money held under this Contract. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the right to arbitrate under this provision, nor shall it constitute a breach of the duty to arbitrate.

18. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it will survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

19. FACSIMILE AND OTHER ELECTRONIC MEANS: The parties agree the offer, any counter offer and/or acceptance of any offer, may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the Internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

20. EFFECTIVE DATE: The Effective Date shall be the last date upon which the Purchaser or Seller signs or initials and delivers this Contract as evidenced by the date beside the name or initials of the last party to sign or initial.

21. REMARKS OR ADDITIONAL CONDITIONS (MUST BE INITIALED BY ALL PARTIES IF ANYTHING IS ADDED HERETO):

IN WITNESS WHEREOF, the Purchaser and the Seller have duly executed this Contract as of the day and year first above written.

Date

Purchaser

Address

Phone # Email

(Purchaser signature) Date

Purchaser

Address

Phone # Email

(Purchaser signature) Date



**STATE OF SOUTH CAROLINA
RESIDENTIAL PROPERTY CONDITION
DISCLOSURE STATEMENT**



The South Carolina Code of Laws (Title 27, Chapter 50, Article 1) requires that an owner of residential real property (single family dwelling unit or a single transaction involving transfer of four dwelling units or less) shall provide to a purchaser this completed and signed disclosure statement prior to forming a real estate contract. This disclosure must be provided in connection with any sale, exchange, installment land sale, and lease with an option to purchase contract. This disclosure statement is not required in connection with transactions listed and exempted by South Carolina Code § 27-50-30.

Owners should answer the questions fully, honestly, and appropriately by attaching documents, checking a box for each check box question, and writing in the blanks on this disclosure statement.

If a question is answered “Yes” or asks for a description, then owner must explain or describe the issue or attach a descriptive report from an engineer, contractor, pest control operator, expert, or public agency. If owner attaches a report, owner shall not be liable for inaccurate or incomplete information in the report unless owner was grossly negligent in obtaining or transmitting the information. If owner fails to check “Yes” or make a disclosure and owner knows there is a problem, owner may be liable for making an intentional or negligent misrepresentation and may owe the purchaser actual damages, court costs, and attorney fees. If a question is answered “No” for any question, the owner is stating that owner has no actual knowledge of any problem.


By answering “No Representation” on this disclosure statement, the owner is acknowledging that they do not have the current knowledge necessary to answer the questions with either a “Yes” or “No” response. Owner still has a duty to disclose information that is known at the time of the disclosure statement. “No Representation” should not be selected if the owner simply wishes to not disclose information or answer the question. Selecting “No Representation” does not waive liability if owner is aware or subsequently becomes aware.

If a question is answered and subsequently new information is obtained or something changes to render the owner’s answer incorrect, inaccurate, or misleading (example: roof begins to leak), owner must promptly correct the disclosure. In some situations, the owner may notify the purchaser of the correction. In some situations, the owner may correct or repair the issue.

The owner shall deliver to the purchaser this disclosure before a real estate contract is signed by the purchaser and owner, or as otherwise agreed in the real estate contract. The real estate licensee must disclose material adverse facts about the property if actually known by the licensee about the issue, regardless of owner responses on this disclosure. Owner is solely responsible to complete this disclosure as truthfully and fully as possible. Owner and purchaser are solely responsible to consult with their attorneys regarding any disclosure issues. By signing below, owners acknowledge their duties and that failure to disclose known material information about the property may result in owner liability.

Owner must provide the completed disclosure statement to the purchaser prior to the time the owner and purchaser sign a real estate contract unless the real estate contract states otherwise. Owner should provide a signed copy to the purchaser and keep a copy signed by the purchaser.

A real estate contract, not this disclosure, controls what property transfers from owner to purchaser.

Owner:  () Purchaser ()() acknowledge receipt of a copy of this page which is Page 1 of 6.
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Apply this question below and the three answer choices to the numbered issues (1-14) on this disclosure.

As owner, do you have any actual knowledge of any problem(s)* concerning?


*Problem(s) include present defects, malfunctions, damages, conditions, or characteristics.

<u>I. WATER SUPPLY AND SANITARY SEWAGE DISPOSAL SYSTEM</u>	Yes	No	No Representation
1. Water supply	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Water quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Water pressure	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Sanitary sewage disposal system for any waste water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

A. Describe water supply:	<input checked="" type="checkbox"/> County	<input type="checkbox"/> Private	<input type="checkbox"/> Community	<input type="checkbox"/> Other: _____
	<input type="checkbox"/> City	<input type="checkbox"/> Corporate	<input type="checkbox"/> Well	
B. Describe water disposal:	<input checked="" type="checkbox"/> Septic	<input type="checkbox"/> Private	<input type="checkbox"/> Other: _____	
	<input type="checkbox"/> Sewer	<input type="checkbox"/> Corporate	<input type="checkbox"/> Government	
C. Describe water pipes:	<input type="checkbox"/> PEX	<input checked="" type="checkbox"/> PVC/CPVC	<input type="checkbox"/> Other/Unknown: _____	
	<input type="checkbox"/> Copper	<input type="checkbox"/> Polybutylene	<input type="checkbox"/> Steel	

<u>II. ROOF, CHIMNEYS, FLOORS, FOUNDATION, BASEMENT, AND OTHER STRUCTURAL COMPONENTS AND MODIFICATIONS OF THESE STRUCTURAL COMPONENTS</u>	Yes	No	No Representation
5. Roof systems A. Approximate year that current roof system was installed: <u>unknown</u> . B. During your ownership, describe any known roof system leaks, repairs and/or modifications with dates(s): _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Gutter systems	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Foundation, slab, fireplaces, chimneys, wood stoves, floors, basement, windows, driveway, storm windows/screens, doors, ceilings, interior walls, exterior walls, sheds, attached garage, carport, patio, deck, walkways, fencing, or other structural components including modifications A. Approximate year structure was built: <u>1999</u> . B. During your ownership, describe any structural repairs and/or modifications to the items identified in Question 7 with dates(s): _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<u>III. PLUMBING, ELECTRICAL, HEATING, COOLING, AND OTHER MECHANICAL SYSTEMS</u>	Yes	No	No Representation
8. Plumbing system (pipes, fixtures, water heater, disposal, softener, plumbing components)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Owner:  () Purchaser ()() acknowledge receipt of a copy of this page which is Page 2 of 6.
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9. Electrical system (wiring, panel, fixtures, A/V wiring, outlets, switches, electrical components)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Appliances (range, stove, ovens, dishwasher, refrigerator, washer, dryer, other appliances)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Built-in systems and fixtures (fans, irrigation, pool, security, lighting, A/V, other)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Mechanical systems (pumps, garage door opener, filtration, energy equipment, safety, other)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. Heating system(s) (HVAC components)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Cooling system(s) (HVAC components)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A. Describe Cooling System:	<input checked="" type="checkbox"/> Central	<input type="checkbox"/> Ductless	<input type="checkbox"/> Heat Pump
B. Describe Heating System:	<input checked="" type="checkbox"/> Central	<input type="checkbox"/> Ductless	<input type="checkbox"/> Heat Pump
C. Describe HVAC Power:	<input type="checkbox"/> Oil	<input type="checkbox"/> Gas	<input checked="" type="checkbox"/> Electric
D. Describe HVAC system approximate age and any other HVAC system(s): <i>installed in 2020</i>			

IV. PRESENT OR PAST INFESTATION OF WOOD DESTROYING INSECTS OR ORGANISMS OR DRY ROT OR FUNGUS, THE DAMAGE FROM WHICH HAS NOT BEEN REPAIRED, OR OTHER PEST INFESTATIONS

A. Describe any known present wood problems caused by termites, insects, wood destroying organisms, dry rot or fungus:

none

B. Describe any termite/pest treatment, coverage to property, name of provider, and termite bond (if any):


none

C. Describe any known present pest infestations:

none

V. THE ZONING LAWS, RESTRICTIVE COVENANTS, BUILDING CODES, AND OTHER LAND USE RESTRICTIONS AFFECTING THE REAL PROPERTY, ANY ENCROACHMENTS OF THE REAL PROPERTY FROM OR TO ADJACENT REAL PROPERTY, AND NOTICE FROM A GOVERNMENTAL AGENCY AFFECTING THIS REAL PROPERTY

Apply this question below and the three answer choices to the numbered issues (15-28) on this disclosure. As owner, do you have any actual knowledge or notice concerning the following:			
	Yes	No	No Representation
15. Violations or variances of the following: zoning laws, restrictive covenants, building codes, permits or other land use restrictions affecting the real property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Designation as a historic building, landmark, site or location within a local historic or other restrictive district, which may limit changes, improvements of demolition of the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Easements (access, conservation, utility, other), party walls, shared private driveway, private roads, released mineral rights, or encroachments from or to adjacent real property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Owner:  () Purchaser () () acknowledge receipt of a copy of this page which is Page 3 of 6.
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18. Legal actions, claims, foreclosures, bankruptcies, tenancies, judgments, tax liens, other liens, first rights of refusal, insurance issues, or governmental actions that could affect title to the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Room additions or structural changes to the property during your ownership.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Problems caused by fire, smoke, or water (including whether any structure on the property has flooded from rising water, water intrusion, or otherwise) to the property during your ownership.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
21. Drainage, soil stability, atmosphere, or underground problems affecting the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
22. Erosion, erosion control, or erosion control structure, such as a bulkhead, rock revetment, seawall, or buried sandbags, affecting the property. If "Yes" to Question 22, provide a general description including material, location on the property, approximate size, etc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
23. Flood hazards, wetlands, flood hazard designations, flood zones, or flood risk affecting the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
24. Whether the property is currently insured through public (e.g., National Flood Insurance Program) or private flood insurance.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
25 Private or public flood insurance (e.g., Federal Emergency Management Agency (FEMA)) claims filed on the property during your ownership. If "Yes" to Question 25, list the approximate date(s), general description of event(s), nature of any repair(s), and amounts of all claim(s).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
26. Repairs made to the property as a result of flood events that were <u>NOT</u> filed with private or public insurance during your ownership. If "Yes" to Question 26, list the approximate date(s), general description of event(s), nature of any repair(s), and amounts of all flood-related repairs.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
27. Has federal flood disaster assistance (e.g., from FEMA, Small Business Administration, HUD) been previously received during your ownership? If "Yes" to Question 27, what was the amount received and the purpose of the assistance (elevation, mitigation, restoration, etc.)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
28. Whether the property has been assessed for a beach nourishment project during your ownership.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

A. Describe any green energy, recycling, sustainability or disability features for the property:

none

B. Describe any Department of Motor Vehicles titled manufactured housing on the property:

1999 Mobile Home

VI. BURIED, UNBURIED, OR COVERED PRESENCE OF THE FOLLOWING: LEAD BASED PAINT, LEAD HAZARDS, ASBESTOS, RADON GAS, METHANE GAS, STORAGE TANKS, HAZARDOUS MATERIALS, TOXIC MATERIALS, OR ENVIRONMENTAL CONTAMINATION

A. Describe any known property environmental contamination problems from construction, repair, cleaning, furnishing, intrusion, operating, toxic mold, methamphetamine production, lead based paint, lead hazards, asbestos, radon gas, methane gas, formaldehyde, corrosion-causing sheetrock, storage tanks, hazardous materials, toxic materials, environmental contamination, or other: none

Owner:  () Purchaser ()()

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VII. EXISTENCE OF A RENTAL, RENTAL MANAGEMENT, VACATION RENTAL, OR OTHER LEASE CONTRACT ANTICIPATED TO BE IN PLACE ON THE PROPERTY AT THE TIME OF CLOSING

A. Describe the rental/lease terms, to include any vacation rental periods that reasonably may begin no later than ninety days after the date the purchaser's interest is recorded in the office of the register of deeds, and any rental/leasing problems, if any: none

B. State the name and contact information for any property management company involved (if any): _____

none

C. Describe known outstanding charges owed by tenant for gas, electric, water, sewer, and garbage: _____

none

VIII. EXISTENCE OF A METER CONSERVATION CHARGE, AS PERMITTED BY SECTION 58-37-50 THAT APPLIES TO ELECTRICITY OR NATURAL GAS SERVICE TO THE PROPERTY

A. Describe any utility company financed or leased property on the real property: none


B. Describe known delinquent charges for real property's gas, electric, water, sewer, and garbage: _____

none

IX. WHETHER THE PROPERTY IS SUBJECT TO GOVERNANCE OF A HOMEOWNERS ASSOCIATION WHICH CARRIES CERTAIN RIGHTS AND OBLIGATIONS THAT MAY LIMIT THE USE OF THIS PROPERTY AND INVOLVE FINANCIAL OBLIGATIONS

	Yes*	No	No Representation
If Yes, owner must complete the attached Residential Property Disclosure Statement Addendum.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

X. PLEASE USE THE SPACE BELOW FOR "YES" ANSWER EXPLANATIONS AND ATTACH ANY ADDITIONAL SHEETS OR RELEVANT DOCUMENTS AS NEEDED

Owner:  () Purchaser ()() acknowledge receipt of a copy of this page which is Page 5 of 6.
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This disclosure does not limit the obligation of the purchaser to inspect the property and improvements which are the subject of the real estate contract. Purchaser is solely responsible for conducting their own offsite condition inspections and psychologically affected property inspections prior to entering into a real estate contract. The real estate licensees (acting as listing or selling agents, or other) have no duty to inspect the onsite or offsite conditions of the property and improvements. Purchaser should review all applicable documents (covenants, conditions, restrictions, bylaws, deeds, and similar documents) prior to entering into any legal agreements including any contract. The South Carolina Code of Laws describes the Residential Property Condition Disclosure Statement requirements and exemptions at § 27-50-10 (and following) which can be read online (www.scstatehouse.gov or other websites).

Current status of property or factors which may affect the closing:

- ☐ Owner occupied ☐ Short sale ☐ Bankruptcy ☐ Vacant (How long vacant?): 3 years
☐ Leased ☐ Foreclosure ☐ Estate ☐ Other: _____
☐ Subject to Vacation/Short Term Rental

A Residential Property Condition Disclosure Statement Addendum ☒ is ☐ is not completed and attached. This addendum should be attached if the property is subject to covenants, conditions, restrictions, bylaws, rules, or is a condominium.

Owner acknowledges having read, completed, and received a copy of this Residential Property Condition Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature:  Date: Mar 06, 2024 08:54 AM -05 Time: _____

Owner Printed Name: John Guzewicz

Owner Signature: _____ Date: _____ Time: _____

Owner Printed Name: _____

Purchaser acknowledges prior to signing this disclosure:


- Receipt of a copy of this disclosure
- Purchaser has examined disclosure
- Purchaser had time and opportunity for legal counsel
- This disclosure is not a warranty by the real estate licensees
- This disclosure is not a substitute for obtaining inspections of onsite and offsite conditions
- This disclosure is not a warranty by the owner
- Representations are made by the owner and not by the owner's agents or subagents
- Purchaser has sole responsibility for obtaining inspection reports from licensed home inspectors, surveyors, engineers, or other qualified professionals
- Purchaser has sole responsibility for investigating offsite conditions of the property including, but not limited to, adjacent properties being used for agricultural purposes

Purchaser Signature: _____ Date: _____ Time: _____

Purchaser Printed Name: _____

Purchaser Signature: _____ Date: _____ Time: _____

Purchaser Printed Name: _____

Owner:  () Purchaser () () acknowledge receipt of a copy of this page which is Page 6 of 6.
Effective 6/1/2023



STATE OF SOUTH CAROLINA
RESIDENTIAL PROPERTY CONDITION
DISCLOSURE STATEMENT ADDENDUM



Prior to signing contract, owner shall provide this disclosure addendum to the purchaser if the property is subject to a homeowners association, a property owners association, a condominium owners association, a horizontal property regime, or similar organizations subject to covenants, conditions, restrictions, bylaws or rules (**CCRBR**). These organizations are referred to herein as an owners association.

Purchaser should review the applicable documents (covenants, conditions, restrictions, bylaws, deeds, condominium master deed, and similar documents), all related association issues, and investigate the owners association prior to entering into any legal agreements including a contract. Owners association charges include any dues, fees, assessments, reserve charges, or any similar charges. Purchaser is solely responsible to determine what items are covered by the owners association charges.

Property Address: **475 Discovery Rd, Kershaw, SC 29067**

Describe owners association charges: \$ _____ Per _____ (month/year/other)

What is the contact information for the owners association? _____

As owner do you have any actual knowledge of answers to the following questions?

Please check the appropriate box to answer the questions below.

	Yes	No	No Representation
1. Are there owners association charges or common area expenses?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Are there any owners association or CCRBR resale or rental restrictions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Has the owners association levied any special assessments or similar charges?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Do the CCRBR or condominium master deed create guest or visitor restrictions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Do the CCRBR or condominium master deed create animal restrictions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Does the property include assigned parking spaces, lockers, garages or carports?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Are keys, key fobs or access codes required to access common or recreational areas?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Will any membership other than owner association transfer with the properties?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Are there any known common area problems?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Is property or common area structures subject to South Carolina Coastal Zone Management Act?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Is there a transfer fee levied to transfer the property?*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(* Questions does not include recording costs related to value or deed stamps.)			

Explain any yes answers in the space below and attach any additional sheets or relevant documents as needed: _____

Owner Signature: _____ Date: _____ Time: _____

Owner Signature: _____ Date: _____ Time: _____

Purchaser Signature: _____ Date: _____ Time: _____

Purchaser Signature: _____ Date: _____ Time: _____