United Country Real Estate | Lifestyle Properties
Real Estate & Auction Services

AUCTION & REAL ESTATE INFORMATION

901 Fortune Drive

Monroe, Louisiana 71203

3 bedrooms | 2 baths | Bayou views | Treasure Island Subdivision

A home with room to gather: formal living room, open kitchen and dining room, and a den with fireplace. A sunroom spans approximately three-quarters of the back of the home with views of the bayou. Includes a 2-car carport, 2 storage buildings, and a deck for fishing (no pier). The home needs updating.

BIDDING CLOSES	Thursday, December 3, 2026 at 3:00 PM Central Time
BUYER'S PREMIUM	10% added to the high bid to determine total contract sales price
EARNEST MONEY	$5,000 non-refundable deposit due within 48 hours after auction close
CLOSING	On or before Friday, January 15, 2027

BID ONLINE

www.UnitedCountryLifestylePropertiesLA.HiBid.com

AUCTION TERMS - KEY POINTS

• Online-only seller confirmation auction; all bids are subject to Seller approval. Property is subject to sale before auction.

• Soft close: a bid in the final 2 minutes extends bidding 2 minutes; each bid during an extension restarts the 2-minute period.

• No financing contingency. Sold As-Is, Where-Is. Inspect and arrange financing before bidding.

• Winning bidder must enter into the purchase contract immediately; signed contract is due within 24 hours after it is sent. Possession follows payment in full and title transfer at closing.

PREVIEW / CONTACT

Schedule a showing: **318-330-9355**
Keith Lowery | Broker / Auctioneer | 318-376-3779 | LA Auctioneer #1781
keith.lowery@unitedcountryla.com
Tanya Lowery | Broker | 318-614-5870 | tanya.lowery@unitedcountryla.com

PACKET GUIDE

Agreement & terms: pp. 2-5 | Floor plan: p. 6 | Aerial: p. 7 | Tax records: pp. 8-10
Items to remain / general information / As-Is addendum: pp. 11-13
Lead-based paint & home warranty disclosures: pp. 14-16
Signed property condition disclosure: pp. 17-29
Residential purchase agreement: pp. 30-40 | Auction addendum: pp. 41-44

Summary for convenience; review the full auction agreement and disclosures before bidding. Property details supplied by the listing broker; buyers should independently verify condition, measurements, boundaries and other material information.

Online Auction Bidders Agreement

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

AUCTION LOCATION – Online at **www.UnitedCountryLifestylePropertiesLA.HiBid.com**

AUCTION DATE – **Thursday, December 3, 2026 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 – Keith Lowery (Broker/Auctioneer) of United Country Lifestyle Properties located at 201 Victory Blvd, Monroe, LA 71203 (318-330-9355) has contracted with "Seller" to offer to sell at public auction certain real property.

AUCTION FOR – **901 Fortune Drive, Monroe, LA 71203**

Legally described as:

Lot 21, Treasure Island Subdivision as per plat filed in Plat Book 10, page 148, records of Ouachita Parish, Louisiana

Online Bidding Open NOW

Online Bidding Closes on Thursday, December 3, 2026 at 3 PM (Central Time)

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 (318) 330-9355 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 **Tanya Lowery at (318) 330-9355 or by email at tanya.lowery@unitedcountryla.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 be inspected by scheduling an appointment with the Auction Company at (318) 330-9355, Auctioneer Keith Lowery at (318) 376-3779, or Broker Tanya Lowery at (318) 614-5870.

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 placed 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, 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 Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country Lifestyle Properties** 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, faxed, or scanned and emailed.

8. **Earnest Money Deposit:** A **$5,000** non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country Lifestyle Properties 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 **Friday, January 15, 2027**. 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:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.

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 Lifestyle Properties, 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. **Broker Referral Fee:** A Broker Referral Fee of 2% (of the High Bid Price) is offered to LA State Licensed Real Estate Brokers or Salespersons under the following conditions: Referring Agent must contact the Auction company and submit a Broker Participation Form signed by the Buyer at least 48 hours prior to auction date. Form must be submitted via email to info@unitedcountryla.com. **If these steps have not been completed, a broker referral fee will not 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 off 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 Referral Fee of 2% (of High Bid Price) is offered to a cooperating LA State Licensed Real Estate

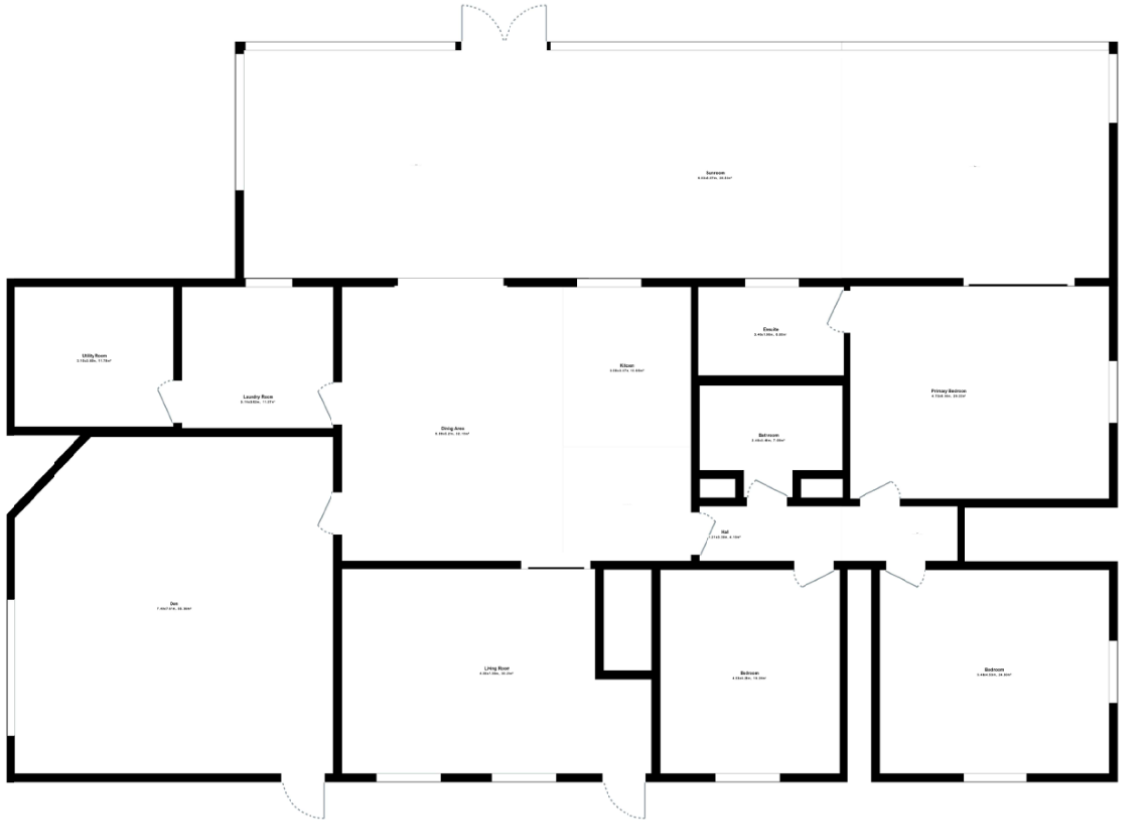
Broker or Salesperson on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

Keith Lowery – United Country Lifestyle Properties
Co-Owner, Realtor/Managing Broker, Auctioneer
201 Victory Blvd, Ste 200
Monroe, LA 71203
318.376.3779
keith.lowery@unitedcountryla.com
LA Auctioneer License # 1781

Tanya Lowery – United Country Lifestyle Properties
Co-Owner, Realtor/Broker
201 Victory Blvd, Ste 200
Monroe, LA 71203
318.614.5870
tanya.lowery@unitedcountryla.com

PROPERTY FLOOR PLAN

901 Fortune Drive | Monroe, LA



For illustration purposes only. Not to scale.

901 Fortune Dr

Source: supplied property floor plan. For illustration purposes only. Not to scale. Buyers should verify layout and measurements.

PROPERTY AERIAL

901 Fortune Drive | Monroe, LA 71203



Source: Ouachita Parish tax record supplied with this packet (actDataScout). Existing green parcel outline is approximate and is not a survey. Not a legal document. Imagery may not reflect current conditions; verify boundaries and improvements independently.

Parcel: 39811
Assessment #: 39811

Ouachita Parish Report

Tax Year 2027
(Uncertified)

10/23/2026 3:48:49 PM

Property Owner

Name:	CARNELL, GAYLE E
Mailing Address:	901 FORTUNE DR MONROE, LA 71203-2135
Type:	(RI) Res. Improv.
Tax District:	(01) WARD ONE
Ward:	N/A
Millage Rate:	137.86
Homestead Pct:	100.00
Special Assessment Freeze:	Yes

Millage Rates do not include Special Assessments.

Property Information

Physical Address:	901 FORTUNE DR , 71203
Subdivision:	TREASURE ISLAND SUBD
Block/Lot:	N/A / 21
S-T-R:	04-18-04
Size (Acres):	0.41
Restoration Tax Abatement:	No
Legal:	LOT 21 TREASURE ISLAND ADDN

Assessment Summary:

Description	Quantity	Land Value	Bldg Value	Total Value	Land Assessed	Bldg Assessed	Total Assessed	Percent
RESIDENTIAL SUB. LOT (REC. PLAT)	1.000	16,500	0	16,500	1,650	0	1,650	10.00
SINGLE FAMILY RES		0	56,000	56,000	0	5,600	5,600	10.00
STORAGE FACILITIES AND WORKSHOPS		0	0	0	0	0	0	10.00
Totals		**16,500**	**56,000**	**72,500**	**1,650**	**5,600**	**7,250**	

Homestead Credit: 999.49 **Status:** (AC) Active **Note:** Tax amounts are estimates only. Contact the county/parish tax collector for exact amounts.

Special Assessments:

Assessment	Millage	Parish or City	Total Tax	Homestead Credit	Tax Amount
Assessment District	1.83	P	$13.27	$13.27	$0.00
Cooley Hospital	1.38	P	$10.01	$10.01	$0.00
Correctional Center	9.20	P	$66.70	$66.70	$0.00
Detention Home	2.90	P	$21.03	$21.03	$0.00
E Ouachita Rec Maintenance	7.43	P	$53.87	$53.87	$0.00
E Ouachita School Bond	36.00	P	$261.00	$261.00	$0.00
Fire Maintenance	18.00	P	$130.50	$130.50	$0.00
General Fund - Outside	4.14	P	$30.02	$30.02	$0.00
Health Unit	1.75	P	$12.69	$12.69	$0.00
Law Enforcement	12.11	P	$87.80	$87.80	$0.00
Levee District	4.71	P	$34.15	$34.15	$0.00
Library Maintenance	7.64	P	$55.39	$55.39	$0.00
Mosquito Abatement District	1.44	P	$10.44	$10.44	$0.00
Parish School Maint/Operations	24.15	P	$175.09	$175.09	$0.00
Parish Schools	5.18	P	$37.56	$37.56	$0.00
Road Light District #16	36.75	P	$36.75	$0.00	$36.75
Totals			**$1,036.27**	**$999.52**	**$36.75**

Note: Tax amounts are estimates only. Due to rounding errors, please contact the Parish for the exact taxes owed.
Homestead Credit: 999.49 **Status:** (AC) Active

Conveyance Book Page:

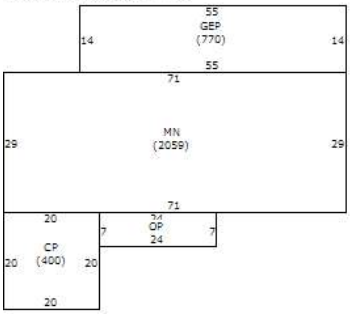
1382/429

Residential Card 1 Details

Occupancy	Story	Construction	Total Liv	Grade	Age	Year Built	Condition	Beds
Single Family	ONE	Masonry Veneer	2059	4+10	N/A	1966	Average	3

Exterior Wall:	Brick	**Plumbing:**	**Full:** 2 **Half:** N/A
Foundation:	Slab	**Fireplace:**	**Type:** 1s Sgl. **Qty:** 1
Floor Struct:	ElevSlab	**Heat/Cool:**	Central
Floor Cover:	Carpet & Tile	**Basement:**	N/A
Insulation:	Ceilings Walls	**Basement Area:**	N/A
Roof Cover:	Asphalt Shingle	**Year Remodeled:**	N/A
Roof type:	Gable	**Style:**	CV

DataScout, LLC



Base Structure

Item	Label	Description	Area
A	MN	Main Living Area	2059
B	CP	Carport	400
C	GEP	Porch, glass enclosed	770
D	OP	Porch, open	168



United Country Real Estate
Lifestyle Properties

1598 Hudson Lane
Monroe, LA 71201
Office: 318-330-9355
Fax: 318-330-9357
Email: info@unitedcountryla.com
Website: www.unitedcountryla.com

ITEMS TO REMAIN

ADDRESS: 901 Fortune Drive Monroe LA 71203

Item	All Remain	Some Remain	Will Be Replaced?	Item	All Remain	Some Remain	Will Be Replaced?
Chandeliers	✓			Door Knocker			
Ceiling Fans	✓			Plants/Shrubs	✓		
Light Fixtures	✓			Trees	✓		
Light Switch Covers	✓			Garden Equipment	✓		
Curtains/Drapes/Sheers	✓			Outdoor Lighting	✓		
Curtain Rods	✓			Outside Fountain(s)	✓		
Blinds/Shades	✓			Birdbath(s)	✓		
Mirrors	✓			Above Ground Pool			
Refrigerator				Hot Tub/Spa			
Microwave	✓			Pool/Hot Tub Equipment			
Dishwasher	✓			Pool/Hot Tub Supplies/Chemicals			
Stove	✓			Garage Door Opener(s)			
Washer/Dryer				Portable Storage Building(s)	✓		
Fireplace Screen	✓			Swing Set/Jungle Gym			
Fireplace Insert				Basketball Goal			
Fireplace Mantel	✓			Satellite Dish/Receiver			
Fireplace Dog Irons				Dog Pen			
Gas Logs				Barbeque Pit			
Stained Glass				Wood Rack			
Bar Stools				Mailbox	✓		
Built-in Vac Accessories				Other			

EXPLAIN:

Susan Beere
SELLER **DATE**

BUYER **DATE**

SELLER **DATE**

BUYER **DATE**

MOST OFFICES INDEPENDENTLY OWNED AND OPERATED.

This contract was initiated by Tanya Lowery.

InstanetFORMS

United Country Real Estate
Lifestyle Properties

1598 Hudson Lane
Monroe, LA 71201
Office: 318-330-9355
Fax: 318-330-9357
Email: info@unitedcountryla.com
Website: www.unitedcountryla.com

GENERAL INFORMATION

PROPERTY ADDRESS: 901 Fortune Drive Monroe LA 71203

UTILITY COMPANIES

ELECTRICITY: Entergy **PHONE:**
WATER: Greater Ouachita Water Co **PHONE:**
SEWERAGE: **PHONE:**
GAS: Atmos Energy **PHONE:**
GARBAGE: R 2 Trash **PHONE:**
CABLE: **PHONE:**
SATELITE: **PHONE:**
INTERNET: **PHONE:**

SCHOOL ZONES

ELEMENTARY: Jack Hayes -
MIDDLE SCHOOL: Ona - Jr. High
HIGH SCHOOL: Ouachita High -

ADDITIONAL INFORMATION

HOME/CONDO OWNER'S ASSOCIATION:
HOA/COA PHONE/EMAIL:

This contract was initiated by Tanya Lowery.

InstanetFORMS

United Country Real Estate
Lifestyle Properties

1598 Hudson Lane
Monroe, LA 71201
Office: 318-330-9355
Fax: 318-330-9357
Website: www.unitedcountryla.com
Email: info@unitedcountryla.com

"AS IS": WAIVER OF WARRANTY AND REDHIBITION RIGHTS ADDENDUM

IN REFERENCE to the Agreement to Purchase and Sell the real property commonly referred to as: 901 Fortune Drive Monroe LA 71203, Legally Described as: _____, _____, dated _____ between _____ ("Seller") and _____ ("Purchaser"), the undersigned parties hereby agree as follows:

Providing that Purchaser's inspections, as per the Property Condition/Inspection section on the agreement to purchase and sell referenced above, are satisfactory to Purchaser, Purchaser hereby agrees that **THE FOLLOWING STATEMENT WILL BE MADE A PART OF THE ACT OF SALE AND SHALL NOT GO INTO EFFECT UNTIL THE ACT OF SALE.**

It is expressly agreed that the immovable property herein conveyed and all improvements and component parts, plumbing, electrical systems, mechanical equipment, heating and air conditioning systems, built-in appliances, and all other items located hereon are conveyed by Seller and accepted by Purchaser **"AS IS, WHERE IS,"** without any warranties of any kind whatsoever, even as to the metes and bounds, zoning, operation, or suitability of the property for the use intended by the Purchaser, without regard to the presence of apparent defects, whether obvious or latent, known or unknown, easily discovered or hidden, and with the Purchaser's full and complete waiver of any and all rights for the return of all or any part of the purchase price by reason of any such defects.

Purchaser acknowledges and declares that neither the Seller nor any party, whomsoever, acting or purporting to act in any capacity whatsoever on behalf of the Seller has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, and upon which the Purchaser has relied, concerning the existence or non-existence of any quality, characteristic or condition of the property herein conveyed. Purchaser has had full, complete and unlimited access to the property herein conveyed for all tests and inspections which Purchaser, in Purchaser's sole discretion, deems sufficiently diligent for the protection of Purchaser's interests.

Purchaser expressly waives the warranty of fitness and the warranty against rehibitory vices and defects, whether apparent or latent, imposed by Louisiana Civil Code Articles 2520 through 2548, inclusive, and any other applicable state or federal law and the jurisprudence thereunder.

Purchaser also waives any rights Purchaser may have in redhibition to a return of the purchase price or to a reduction of the purchase price paid pursuant to Louisiana Civil Code Articles 2520 to 2548, inclusive, in connection with the property hereby conveyed to Purchaser by Seller. By Purchaser's signature, Purchaser expressly acknowledges all such waivers and Purchaser's exercise of Purchaser's right to waive warranty pursuant to Louisiana Civil Code Article 2520 and 2548, inclusive.

The herein agreement, upon its execution by both Purchaser and Seller, is herewith made an integral part of the aforementioned Agreement to Purchase and Sell.

_____		Susan Beene	
PURCHASER	DATE/TIME	SELLER	DATE/TIME
_____		_____	
PURCHASER	DATE/TIME	SELLER	DATE/TIME

This contract was initiated by Tanya Lowery.

InstanetFORMS

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Property Description (Address) 901 Fortune Drive
City, State, Zip Monroe LA 71203

Seller's Disclosure

(A) Presence of lead-based paint and/or lead-based paint hazards (check (1) or (2) below):

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

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

(B) Records and reports available to the seller (check (1) or (2) below):

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

(2) ✓ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial below)

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

(D) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home.*

(E) Purchaser has (check (1) or (2) below):

(1) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(2) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial below)

(F) TW Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

This contract was initiated by Tanya Lowery.

InstanetFORMS

Property Description (Address) 901 Fortune Drive
City, State, Zip Monroe LA 71203

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Susan Beene	10/6/26		
Seller	Date	Purchaser	Date
Seller	Date	Purchaser	Date
Tanya Lowery			
Agent Tanya Lowery	Date	Agent	Date

This contract was initiated by Tanya Lowery.

InstanetFORMS

HOME WARRANTY DISCLOSURE

PROPERTY: Located at 901 Fortune Drive
(Municipal Address) (Subdivision) (Lot Number)

Monroe Louisiana.
(City) (Parish)

HOME WARRANTY DOES NOT WARRANT PRE-EXISTING DEFECTS OR SUPERCEDE OR REPLACE ANY OTHER INSPECTION CLAUSE OR RESPONSIBILITY.

A home protection plan [ ] will [ ] will not be purchased at the act of sale at a cost not to exceed _____ ($_____) Dollars with a deductible of not more than _____ ($_____) per trade call and ordered by _____ agent/broker.

The cost of the home protection plan will be paid for by the:
[ ] SELLER
[ ] BUYER

It is understood that agent/broker may receive compensation from the home warranty company.

[X] The parties acknowledge that they have been offered the opportunity to purchase a home warranty in connection with the "Residential Agreement To Purchase And Sell," dated _____ between _____ and _____, but declined the offer.

_____ _____
PURCHASER'S SIGNATURE Date/Time PURCHASER'S SIGNATURE Date/Time

Susan Beene _____
SELLER'S SIGNATURE Date/Time SELLER'S SIGNATURE Date/Time

Home Warranty Disclosure Form
12/99

This contract was initiated by Tanya Lowery.

901 Fortune Drive Monroe LA 71203

PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP) DATE

PROPERTY DISCLOSURE DOCUMENT

In accordance with La. R.S. 9:3196 *et seq*, a SELLER of residential real property shall furnish BUYERS with a *Property Disclosure Document*. A complete copy of these statutes may be found at: www.legis.la.gov. The required *Property Disclosure Document* may be in the form promulgated by the Louisiana Real Estate Commission ("Commission") or in another form containing substantially the same information. The Commission form may be found at: www.lrec.gov.

RIGHTS OF BUYER AND CONSEQUENCES FOR FAILURE TO DISCLOSE: If the *Property Disclosure Document* is delivered after the BUYER makes an offer, the BUYER can terminate any resulting real estate contract or withdraw the offer for up to **72 hours** after receipt of the *Property Disclosure Document*. This termination or withdrawal will be without penalty to the BUYER, and any deposit or earnest money shall be promptly returned to the BUYER despite any agreement to the contrary.

DUTIES OF REAL ESTATE LICENSEES AND CONSEQUENCES FOR FAILURE TO FULFILL SUCH DUTIES: Louisiana law requires real estate licensees to inform their clients of those clients' duties and rights in connection with the *Property Disclosure Document*. Failure to inform could subject the licensee to censure, suspension, or revocation of his or her license, as well as fines. The licensee is not liable for any error, inaccuracy, or omission in a *Property Disclosure Document*, unless the licensee has actual knowledge of the error, inaccuracy, or omission by the SELLER.

KEY DEFINITIONS:

- **"Residential real property"** or "property" is real property consisting of one or not more than four residential dwelling units, which are buildings or structures each of which are occupied or intended for occupancy as single-family residences.
- **"Known defect" or "defect"** is a condition found within the property that was actually known by the SELLER and that results in one or all of the following:
  a) It has a substantial adverse effect on the value of the property.
  b) It significantly impairs the health or safety of future occupants of the property.
  c) If not repaired, removed, or replaced, significantly shortens the expected normal life of the property.

OTHER IMPORTANT PROVISIONS OF THE LAW:

- **A *Property Disclosure Document* shall NOT be considered a warranty by the SELLER.**
- **A *Property Disclosure Document* is for disclosure purposes only; it shall not be construed as part of any contract between the SELLER and the BUYER.**
- **The *Property Disclosure Document* shall not be used as a substitute for any inspections or warranties that the BUYERS or SELLER may obtain.**
- **Nothing in this law precludes the rights or duties of a BUYER to inspect the physical condition of the property.**
- **The SELLER shall not be liable for any error, inaccuracy, or omission of any information required to be delivered to the BUYERS if the error, inaccuracy, or omission was not a willful misrepresentation, according to the best of the SELLER's information, knowledge, and belief or was based on information provided by a public body or another person with a professional license or special knowledge, who provided a written or oral report or opinion that the SELLER reasonably believed to be correct and which was transmitted by the SELLER to the BUYER.**

This contract was initiated by Tanya Lowery.

901 Fortune Drive Monroe LA 71203

PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP) DATE

PROPERTY DISCLOSURE EXEMPTION FORM

WHO IS REQUIRED TO MAKE DISCLOSURE? ALL SELLERS are required to make written disclosure of known defects regarding a property being transferred. A SELLER'S obligation to furnish a *Property Disclosure Document* applies to any transfer of any interest in residential real property, whether by sale, exchange, bond for deed, lease with option to purchase, *etc.* The following transfers are exempt from the requirement to provide a *Property Disclosure Document*:

CHECK ALL THAT APPLY:

- ☐ 1. Transfers ordered by a court, including but not limited to a transfer ordered by a court in the administration of an estate, a transfer pursuant to a writ of execution, a transfer by any foreclosure sale, a transfer by a trustee in bankruptcy, a transfer by eminent domain, and any transfer resulting from a decree of specific performance.
- ☐ 2. Transfers to a mortgagee by a mortgagor or successor in interest who is in default.
- ☐ 3. Transfers by a mortgagee who has acquired the residential real property at a sale conducted pursuant to a power of sale under a mortgage or a sale pursuant to decree of foreclosure, or who has acquired the residential property by a deed in lieu of foreclosure.
- ☑ 4. Transfers by a fiduciary in the course of administration of a decedent's estate, guardianship, conservatorship, or trust.
- ☐ 5. Transfers of newly constructed residential real property, which has never been occupied.
- ☐ 6. Transfers from one or more co-owners solely to one or more of the remaining co-owners.
- ☑ 7. Transfers from the succession executor or administrator pursuant to testate or intestate succession.
- ☐ 8. Transfers of residential real property that will be converted by the BUYER into a use other than residential use.
- ☐ 9. Transfers of residential real property to a spouse or relative in the line of consanguinity (blood line).
- ☐ 10. Transfers between spouses resulting from a judgment of divorce or a judgment of separate maintenance or from a property settlement agreement incidental to such a judgment.
- ☐ 11. Transfers or exchanges to or from any governmental entity.
- ☐ 12. Transfers from an entity that has acquired title or assignment of a real estate contract to a piece of residential real property to assist the prior owner in relocating, as long as the entity makes available to the BUYER a copy of the property disclosure statement, any inspection reports if any furnished to the entity by the prior owner, or both.
- ☐ 13. Transfers to an inter vivos trust.
- ☐ 14. Acts that, without additional consideration and without changing ownership or ownership interest, confirm, correct, modify, or supplement a deed or conveyance previously recorded.
- ☐ 15. NONE OF THE EXEMPTIONS ABOVE APPLY TO THE SELLER(S).

This contract was initiated by Tanya Lowery.

901 Fortune Drive Monroe LA 71203

PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP) DATE

CHECK ONE BOX:

☑ **SELLER claims that he/she is exempt from filling out the *Property Disclosure Document* and declares that SELLER has no knowledge of known defects to the property.**

OR

☐ **SELLER has reviewed the *Property Disclosure Exemption Form*. SELLER does not claim any of the exemptions enumerated in the *Property Disclosure Exemption Form*. Accordingly, SELLER will complete the *Property Disclosure Document*.**

OR

☐ **SELLER claims that he/she is exempt from filling out the *Property Disclosure Document* and declares that SELLER has knowledge of known defects to the Property and will disclose such known defects on the *Property Disclosure Document*.**

SELLER (sign) Susan Beene Date 10/6/24 Time _____ (print) Susan Beene

SELLER (sign) _____ Date _____ Time _____ (print) _____

SELLER (sign) _____ Date _____ Time _____ (print) _____

SELLER (sign) _____ Date _____ Time _____ (print) _____

Received by:

BUYER (sign) _____ Date _____ Time _____ (print) _____

BUYER (sign) _____ Date _____ Time _____ (print) _____

BUYER (sign) _____ Date _____ Time _____ (print) _____

BUYER (sign) _____ Date _____ Time _____ (print) _____

This contract was initiated by Tanya Lowery.

The following representations are made by the SELLER and **NOT** by any real estate licensee.

This document is not a substitute for any inspections or professional advice the BUYER may wish to obtain.

The following information is based only upon the SELLER's actual knowledge of the property. The SELLER may disclose only what the SELLER actually knows. The SELLER may not know about all material or significant items affecting the property.

Y = Yes N = No NK = No Knowledge

SECTION 1: LAND

1. What is the length of ownership of the property by the SELLER? Include the year purchased: _____
2. Lot size or acres .41 Acre
3. Are you aware of any servitudes or encroachments regarding the property, other than typical, customary utility servitudes, that would affect use of the property? ☐ Y ☑ N
4. Are you aware of any rights vested in others? Check all that apply and explain at the end of this section.

Timber rights	☐ Y	☑ N	Leased land	☐ Y	☑ N
Right of ingress or egress	☐ Y	☑ N	Mineral rights	☐ Y	☑ N
Right of way	☐ Y	☑ N	Surface rights	☐ Y	☑ N
Right of access	☐ Y	☑ N	Air rights	☐ Y	☑ N
Servitude of passage	☐ Y	☑ N	Usufruct	☐ Y	☑ N
Servitude of drainage	☐ Y	☑ N	Other _____		
Common driveway	☐ Y	☑ N			

5. Has any part of the property been determined to be or pending determination as a wetland by the United States Army Corps of Engineers under §404 of the Clean Water Act? ☐ Y ☑ N ☐ NK

If yes, documentation shall be attached and become a part of this Property Disclosure Document.

The Clean Water Act is a federal law that protects the wetlands of the United States. Section 404 of the Act contains permit requirements for altering or building on property that has been determined a wetland by the Army Corps of Engineers. The Corps may assess a fee to the **SELLER** or **BUYER** of a property for this determination. A property that has been determined a wetland may result in additional costs for a Section 404 permit.

Question Number Explanation of "Yes" answers ☐ Additional sheet is attached

_____ _____
_____ _____
_____ _____
_____ _____

BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: SS SELLER'S Initials: _____
BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: _____ SELLER'S Initials: _____

This contract was initiated by Tanya Lowery.

SECTION 2: TERMITES, WOOD-DESTROYING INSECTS AND ORGANISMS

6. Has the property ever had termites or other wood-destroying insects or organisms?
   a) During the time the SELLER owned the property? ☐ Y ☒ N
   b) Prior to the time the SELLER owned the property? ☐ Y ☒ N ☐ NK
   c) Was there any damage to the property? ☐ Y ☒ N ☐ NK
   d) Was the damage repaired? ☐ Y ☐ N ☐ NK

7. If the property is currently under a termite contract, provide the following:
   a) Name of company _____
   b) Date contract expires _____
   c) List any structures not covered by contract _____

Question Number	Explanation of "Yes" answers ☐ Additional sheet is attached
_____	_____
_____	_____
_____	_____
_____	_____

SECTION 3: STRUCTURE(S)

8. What is the approximate age of each structure on the property? Include the year(s) each structure was built.
   Main structure NK Year: _____
   Other structures _____ Year: _____

9. Have there been any additions or alterations made to the structures during the time the SELLER owned the property? ☒ Y ☒ N
   If yes, were the necessary permits and inspections obtained for all additions or alterations? ☐ Y ☐ N ☒ NK

10. What is the approximate age of the roof of each structure? Include the year(s) each roof was installed and/or replaced.
    Main structure NK Year: _____
    Other structures _____ Year: _____

BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: _____ SELLER'S Initials: _____
BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: _____ SELLER'S Initials: _____

This contract was initiated by Tanya Lowery.

901 Fortune Drive Monroe LA 71203

PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP) DATE

11. Are you aware of any defects regarding the following? Check all that apply; and, if yes, explain at the end of this section.

Roof	☐ Y	☒ N	Irrigation system	☐ Y	☐ N
Interior walls	☐ Y	☒ N	Ceilings	☐ Y	☒ N
Floor	☐ Y	☒ N	Exterior walls	☒ Y	☒ N
Attic spaces	☐ Y	☒ N	Foundation	☐ Y	☒ N
Porches	☐ Y	☒ N	Basement	☐ Y	☐ N
Steps/Stairways	☐ Y	☐ N	Overhangs	☐ Y	☒ N
Pool	☐ Y	☐ N	Railings	☐ Y	☐ N
Decks	☐ Y	☐ N	Spa	☐ Y	☐ N
Windows	☐ Y	☒ N	Patios	☐ Y	☒ N

Other _____

12. Has there ever been any property damage, including but not limited to fire, wind, hail, lightning, or other property damage, excluding flood damage referenced in Section 6?

a) During the time the SELLER owned the property? ☐ Y ☒ N

b) Prior to the time the SELLER owned the property? ☐ Y ☒ N ☐ NK

c) If yes, detail all property damages/defects and repair status at the end of this section.

d) Have there ever been insurance claim(s) related to the property? If yes, include all known claims, losses, work history, and payment history: _____

13. Has there been any foundation repair?

a) During the time the SELLER owned the property? ☐ Y ☒ N

b) Prior to the time the SELLER owned the property? ☐ Y ☐ N ☒ NK

c) Is there a transferable warranty available? ☐ Y ☐ N ☒ NK

d) If yes, provide the name of the warranty company _____

14. Does the property contain exterior insulation and finish system (EIFS) or other synthetic stucco? ☐ Y ☒ N ☐ NK

Question Number	Explanation of "Yes" answers ☐ Additional sheet is attached
#9 None	Added Sun Room
#11	Some Rot on exterior WALL Sun Room

SELLER shall complete and provide the **"Disclosure on Lead-Based Paint and Lead-Based Paint Hazard Addendum"** that is included with this *Property Disclosure Document* if any structure was built before 1978.

BUYER'S Initials: ____ BUYER'S Initials: ____ SELLER'S Initials: SS SELLER'S Initials: ____

BUYER'S Initials: ____ BUYER'S Initials: ____ SELLER'S Initials: ____ SELLER'S Initials: ____

This contract was initiated by Tanya Lowery.

SECTION 4: PLUMBING, WATER, GAS, AND SEWAGE

15. Are you aware of any defects with the plumbing system?
    a) During the time the SELLER owned the property? ☐ Y ☑ N
    b) Prior to the time the SELLER owned the property? ☐ Y ☑ N

16. Are you aware of any defects with the water piping?
    a) During the time the SELLER owned the property? ☐ Y ☑ N
    b) Prior to the time the SELLER owned the property? ☐ Y ☑ N
    c) The water is supplied by:
    ☑ Municipality ☐ Private utility ☐ On-site system ☐ Shared well system ☐ Other _____
    d) How many private wells service the primary residence only? None
    e) If there are private wells, when was the water last tested? Date _____ Results _____
    f) Are you aware of any polybutylene piping in the structure? ☐ Y ☑ N

17. Is there gas service available to the property? ☑ Y ☐ N ☐ NK
    a) If yes, what type? ☐ Butane ☑ Natural ☐ Propane
    b) If yes, are you aware of any defects with the gas service? ☐ Y ☑ N
    c) If Butane or Propane, are the tanks: ☐ Owned ☐ Leased
    d) If leased, please list service provider: _____

18. Are you aware of any defects with any water heater?
    a) During the time the SELLER owned the property? ☐ Y ☑ N
    b) Prior to the time the SELLER owned the property? ☐ Y ☑ N
    c) How many water heaters exist on the property? If known, include the year and type of each water heater.
    _____

19. The sewerage service is supplied by: ☑ Municipality ☐ Community ☐ Other _____
    a) How many private sewer systems service the primary residence only? None
    b) Is the property serviced by a pump grinder system? ☐ Y ☐ N ☐ NK

Question Number	Explanation of "Yes" answers ☐ Additional sheet is attached
_____	_____
_____	_____
_____	_____
_____	_____

SELLER shall attach a private water/sewage disclosure if the property described herein is not connected to a community sewerage system (i.e., any sewerage system which serves multiple homes/connections) or is not connected to a water system regulated by the Louisiana Department of Health.

BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: SS SELLER'S Initials: _____
BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: _____ SELLER'S Initials: _____

This contract was initiated by Tanya Lowery.

SECTION 5: ELECTRICAL, HEATING AND COOLING, APPLIANCES

20. Are you aware of any defects with the electrical system?
    a) During the time the SELLER owned the property? ☒ Y ☐ N
    b) Prior to the time the SELLER owned the property? ☐ Y ☐ N NK
    c) Are you aware of any aluminum wiring in the structure? ☐ Y ☒ N

21. Are you aware of any defects with the heating or cooling systems?
    a) During the time the SELLER owned the property? ☒ Y ☐ N
    b) Prior to the time the SELLER owned the property? ☐ Y ☐ N NK

22. Are you aware of any defects with the fireplace(s)? ☐ Y ☒ N

23. Are you aware of any defects in any permanently installed or built-in appliances?
    a) During the time the SELLER owned the property? ☒ Y ☐ N
    b) Prior to the time the SELLER owned the property? ☐ Y ☐ N NK

24. Does the property or any of its structures contain any of the following? Check all that apply and provide additional details at the end of this section.

Security alarm	☐ Y	☒ N	☐ NK	Generator	☐ Y	☒ N	☐ NK
Fire alarm	☐ Y	☒ N	☐ NK	Smoke detector *(10-yr. lithium battery)*	☐ Y	☒ N	☐ NK
Solar panel	☐ Y	☒ N	☐ NK	CO detector[1] *(Long-life, sealed battery)*	☐ Y	☒ N	☐ NK
Audio/Video surveillance	☐ Y	☒ N	☐ NK				

    a) Are any of the items leased or financed? ☐ Y ☒ N ☐ NK
    b) If leased or financed, please list service provider(s) and contact information: _____

Question Number — Explanation of "Yes" answers — ☐ Additional sheet is attached

#20 — Exposed wire at light switch in dining room light
#21 — Central unit Not working
#23 — Dishwasher does not work

BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: SS SELLER'S Initials: _____
BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: _____ SELLER'S Initials: _____

[1] See La. R.S. 40:1581, regarding smoke detector and carbon monoxide detector requirements.

This contract was initiated by Tanya Lowery.

SECTION 6: FLOOD, FLOOD ASSISTANCE, AND FLOOD INSURANCE

25. Has any flooding, water intrusion, accumulation, or drainage problem been experienced with respect to the land? If yes, indicate the nature and frequency of the defect at the end of this section.
    a) During the time the SELLER owned the property? ☑ Y ☐ N
    b) Prior to the time the SELLER owned the property? ☐ Y ☐ N ☑ NK

26. Has any structure on the property ever flooded, by rising water, water intrusion or otherwise? If yes, indicate the nature and frequency of the defect at the end of this section.
    a) During the time the SELLER owned the property? ☐ Y ☑ N
    b) Prior to the time the SELLER owned the property? ☐ Y ☐ N ☑ NK

27. What is/are the flood zone classification(s) of the property? X What is the source and date of this information? Check all that apply.

    Survey/Date _____ Elevation Certificate/Date _____ Other/Date_____

    ☒ FEMA Flood Map – https://msc.fema.gov/portal/home

    https://www.floodsmart.gov/understanding-my-flood-zone

    Other: Map # 22073C0155E 1/20/2016 *(please provide)*

28. SPECIAL FLOOD HAZARD AREAS. If the property is located within a designated special flood hazard area on a map prepared by the Federal Emergency Management Agency, the federal law (42 U.S.C. 4104a, et seq.), mandates that prospective purchasers be advised that flood insurance may be required as a condition of obtaining financing. Is the property within a designated special flood hazard area? ☐ Y ☐ N

29. Is there flood insurance on the property? ☐ Y ☑ N

IF YES, A COPY OF THE POLICY DECLARATIONS PAGE SHALL BE ATTACHED AND BECOME PART OF THIS PROPERTY DISCLOSURE DOCUMENT.

PRIVATE FLOOD INSURANCE

30. Does the SELLER have a flood elevation certificate that will be shared with BUYER? ☐ Y ☑ N

31. Has the SELLER made a private flood insurance claim for this property? ☐ Y ☑ N
    a) If YES, was the claim approved? ☐ Y ☐ N
    b) If YES, what was the amount received? _____

32. Did the previous owner make a private flood insurance claim for this property? ☐ Y ☐ N ☑ NK
    a) If YES, was the claim approved? ☐ Y ☐ N ☐ NK
    b) If YES, what was the amount received? _____

BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: AB SELLER'S Initials: _____
BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: _____ SELLER'S Initials: _____

This contract was initiated by Tanya Lowery.

NATIONAL FLOOD INSURANCE PROGRAM (NFIP)

33. Has the SELLER made an NFIP claim for this property? ☐ Y ☑ N
    a) If YES, was the claim approved? ☐ Y ☐ N
    b) If YES, what was the amount received? _____

34. Did the previous owner make an NFIP claim for this property? ☐ Y ☐ N ☑ NK
    a) If YES, was the claim approved? ☐ Y ☐ N ☐ NK
    b) If YES, what was the amount received? _____

FEDERAL DISASTER ASSISTANCE/GRANT

35. If the SELLER or previous owner has previously received federal flood disaster assistance and such assistance was conditioned upon obtaining and maintaining flood insurance on the property, federal law, i.e. 42 U.S.C. § 5154a, mandates that prospective purchasers be advised that they will be required to maintain insurance on the property and that if insurance is not maintained and the property is thereafter damaged by a flood disaster, the purchaser may not be eligible for additional federal flood disaster assistance. To the best of the SELLER's knowledge, has federal flood disaster assistance been previously received regarding the property? ☐ Y ☑ N ☐ NK
    a) If YES, from which federal agency (e.g., FEMA, SBA)? _____
    b) If YES, what was the amount received? _____
    c) If YES, what was the purpose of the assistance (e.g., elevation, mitigation, restoration? _____

ROAD HOME PROGRAM

36. Was SELLER a recipient of a **Road Home grant**? ☐ Y ☑ N

37. Was a previous owner of the property a recipient of a **Road Home grant**? ☐ Y ☐ N ☑ NK

If YES, complete (a) – (c) below:

    a) Is the property subject to the Road Home Declaration of Covenants Running with the Land or other requirements to obtain and maintain flood insurance on the property? ☐ Y ☑ N ☐ NK
    b) If YES, attach a copy of the Road Home Program Declaration of Covenants other requirements to obtain and maintain flood insurance on the property.
    c) Has the SELLER or PREVIOUS OWNER(S) personally assumed any terms of the Road Home Program Grant Agreement? ☐ Y ☐ N ☑ NK

Question Number Explanation of "Yes" answers ☐ Additional sheet is attached

#25	2016 Flood - Water came above deck -

BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: SS SELLER'S Initials: _____
BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: _____ SELLER'S Initials: _____

This contract was initiated by Tanya Lowery.

SECTION 7: MISCELLANEOUS

38. Are you aware of any building restrictions or restrictive covenants which may provide for restrictions as to the use of the property or as to the type of construction or materials to be used in the construction of any of structure on the property? ☐ Y ☑ N

39. What is the zoning of the property? Residential

Has it ever been zoned for commercial or industrial? ☐ Y ☑ N ☐ NK

40. Is the property located in an historic district? ☐ Y ☑ N ☐ NK

If yes, which historic district? _____ (*See attached historic disclosure*).

41. Are you aware of any conflict with current usage of the property and any zoning, building and/or safety restrictions of the property? ☐ Y ☑ N

42. Are you aware of any current governmental liens or taxes owing on the property? ☐ Y ☑ N

43. Is membership in a homeowners' association (HOA), condominium owners' association (COA), or property owners' association (POA) required as the result of owning this property? ☐ Y ☑ N

a) Are any HOA, COA, or POA dues required? ☐ Y ☑ N

b) Are there any current or pending special assessments? ☐ Y ☑ N ☐ NK

c) Provide contact information (name, email, or phone number) for HOA, COA, or POA.

_____

Any information contained in this property disclosure regarding HOAs, COAs, or POAs, restrictive covenants or building restrictions is summary in nature. The covenants, restrictive covenants, building restrictions, & some HOA governing documents are a matter of public record and may be obtained from the conveyance records on file at the Clerk of Court in the parish where the property is located. The HOA, COA, or POA governing documents may be requested from the seller and seller shall provide such documents, only to the extent that seller is in possession of such documents. Documents regarding any restrictive covenants & building restrictions governing the property may be obtained from the public records or from the person listed above (if blank, the seller is unaware of any contact person to provide such documents).

44. Are the streets accessing the property: ☐ Private ☑ Public ☐ NK

45. Is the property subject to a common regime of restrictive covenants or building restrictions or both?

a) Restrictive Covenants ☐ Y ☐ N ☑ NK

b) Building Restrictions ☑ Y ☐ N ☐ NK

c) Both ☐ Y ☐ N ☑ NK

BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: SS SELLER'S Initials: _____
BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: _____ SELLER'S Initials: _____

This contract was initiated by Tanya Lowery.

46. Is there a homestead exemption in effect? ☑ Y ☐ N ☐ NK

47. Is there any pending litigation regarding the property not previously disclosed in this document? ☐ Y ☑ N ☐ NK

48. Has an animal or pet ever inhabited the structure?
    a) During the time the SELLER owned the property? ☐ Y ☑ N
    b) Prior to the time the SELLER owned the property? ☐ Y ☐ N ☑ NK

49. Does the property or any of its structures contain any of the following? Check all that apply and provide additional details at the end of this section.

Asbestos	☐ Y	☐ N	☑ NK	Formaldehyde	☐ Y	☐ N	☑ NK
Radon gas	☐ Y	☐ N	☑ NK	Chemical storage tanks	☐ Y	☑ N	☐ NK
Contaminated soil	☐ Y	☐ N	☑ NK	Contaminated water	☐ Y	☑ N	☐ NK
Hazardous waste	☐ Y	☐ N	☑ NK	Toxic mold	☐ Y	☑ N	☐ NK
Mold/Mildew	☐ Y	☐ N	☑ NK	Electromagnetic fields	☐ Y	☑ N	☐ NK
Contaminated drywall/sheetrock	☐ Y	☐ N	☑ NK	Contaminated flooring	☐ Y	☑ N	☐ NK
Other adverse materials or conditions	☐ Y	☐ N	☑ NK				

50. Is there or has there ever been an illegal laboratory for the production or manufacturing of methamphetamine in operation on the property? ☐ Y ☑ N ☐ NK

51. Is there a cavity created within a salt stock by dissolution with water underneath the property? ☐ Y ☐ N ☑ NK

52. Is there a solution mining injection well within 2640 feet (1/2 mile) of the property? ☐ Y ☐ N ☑ NK

Question Number	Explanation of "Yes" answers ☐ Additional sheet is attached
_____	_____
_____	_____
_____	_____
_____	_____

BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: _____ SELLER'S Initials: _____
BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: _____ SELLER'S Initials: _____

This contract was initiated by Tanya Lowery.

901 Fortune Drive Monroe LA 71203

PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP) DATE

PROPERTY DISCLOSURE DOCUMENT ACKNOWLEDGEMENTS

All SELLERS are required to make written disclosure of known defects regarding a property being transferred. I/We attest that the above statements and explanations have been provided by me/us and are true and correct to the best of my/our knowledge. (If either party is represented by a real estate licensee, your signature below acknowledges that you have been informed of your duties and rights under La. R.S. 9:3196 *et seq* and have read and understand the informational statement).

SELLER(S) shall notify all parties, in writing, immediately if any information set forth in this *Property Disclosure Document* becomes inaccurate, incorrect, or otherwise materially changes.

Seller(s) acknowledge(s) that the information contained herein is current as of the date shown below.

SELLER (sign) Susan Beene Date 10/6/26 Time _____ (print) Susan Beene

SELLER (sign) _____ Date _____ Time _____ (print) _____

SELLER (sign) _____ Date _____ Time _____ (print) _____

SELLER (sign) _____ Date _____ Time _____ (print) _____

Buyer(s) signing below acknowledge(s) receipt of this *Property Disclosure Document*.

BUYER (sign) _____ Date _____ Time _____ (print) _____

BUYER (sign) _____ Date _____ Time _____ (print) _____

BUYER (sign) _____ Date _____ Time _____ (print) _____

BUYER (sign) _____ Date _____ Time _____ (print) _____

This contract was initiated by Tanya Lowery.

LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL

901 Fortune Drive **Monroe** **LA** **71203**

PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP) DATE

Keith Lowery - Auctioneer #1781 / Tanya Lowery **71249/22739**

Seller's Designated Agent Name & License Number ("Seller's agent") ☐ Dual Agent

Buyer's Designated Agent Name & License Number ("Buyer's agent")

United Country Lifestyle Properties **72118.A-Corp**

Brokerage Name & License Number

Brokerage Name & License Number

3183763779/614-5870 Agent Phone Number

318.330.9355 Brokerage Phone Number

Agent Phone Number

Brokerage Phone Number

keith.lowery@unitedcountryla.com / tanya.lowery@unitedcountryla.com

Email Address

Email Address

Name of Designated Agent Receiving Agreement Date_____ Time _____ ☐ AM ☐ PM

Agreement Transmitted by ☐ electronic _____ ☐ hand delivery ☐ other _____

Signature of Designated Agent Receiving Agreement Date_____ Time _____ ☐ AM ☐ PM

Comments _____

Electronic Notice Authorization

☒ The BUYER authorizes his or her agent, and the SELLER's agent, to electronically deliver notices and other communications to the email address shown above.

☒ The SELLER authorizes his or her agent, and the BUYER's agent, to electronically deliver notices and other communications to the email address shown above.

The authorization contained in this Section is not an authorization for the Buyer's agent to communicate directly with the SELLER or a Seller's agent to communicate directly with the BUYER. The BUYER and SELLER consent to: *(i)* the use of electronic documents and digital signatures, which will be treated as originals of the signatures, including this Agreement, any supplement addendum or modification relating thereto, and any notices, requests, claims, demands, and other communications as set forth in the Agreement; and, *(ii)* the electronic transmission of documents.

BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: _____ SELLER'S Initials: _____
BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: _____ SELLER'S Initials: _____

This contract was initiated by Keith Lowery.

PROPERTY DESCRIPTION: I / We offer and agree to Buy / Sell the property at:

(Municipal Address) 901 Fortune Drive
City Monroe; Zip 71203; Parish Ouachita; Louisiana,
(Legal Description) Lot 21 Treasure Island Addn

on lands and grounds measuring approximately (# .41 acre) or as per record title; including all buildings, structures, component parts, and all installed, built-in permanently attached improvements, together with all fences, security systems, all installed speakers or installed sound systems, all landscaping, all outside TV antennas, all satellite dishes, all installed and/or built-in appliances, all ceiling fans, all air conditioning or heating systems including window units, all bathroom mirrors, all window coverings included but not limited to blinds, drapes, curtains, window shades, window coverings, all associated window covering hardware, all shutters, all flooring, all carpeting, all cabinet tops, all cabinet knobs or handles, all doors, all door knobs or handles, all doorbells, all windows, all roofing, all electrical systems, all installed security systems, installed generators, attached television mounts, gas logs, and all installed lighting fixtures, chandeliers, all installed hardware, and other constructions permanently attached to the ground. If owned by the SELLER prior to date of this Agreement, standing timber, unharvested crops, and ungathered fruits of trees on the property shall be conveyed to the BUYER. The following movable items shall remain with the property; be transferred without any warranty; be deemed to have no value; and, shall not be considered as part of the Sale Price:

N/A

All items listed herein are included in the property sold no matter how they are attached or installed, provided that any or all of these items are in place at the time of signing this Agreement to Buy or Sell (the "Agreement"), unless otherwise stated herein (All of the above contained in lines 2 through 23 are collectively referred to herein as the "Property."). The following items are excluded from the Property sold:

N/A

MINERAL RIGHTS: SELLER reserves mineral rights: ☐ Yes ☒ No

If yes, _____ (_____%) of the mineral rights owned by the SELLER are to be reserved and retained by the SELLER. The SELLER shall waive any right to use the surface for any such reserved and retained mineral activity or use. If no, then all mineral rights held by SELLER, if any, shall be transferred to BUYER without warranty.

PRICE: The Property will be sold and purchased subject to title and zoning restrictions, servitudes of record, and law or ordinances affecting the Property for the sum of _____ _____ ($_____) (the "Sale Price").

ACT OF SALE: The Act of Sale is to be executed before a settlement agent or Notary Public to be chosen by the BUYER, on January 15, 2027, or before if mutually agreed upon. Any change of the date for execution of the Act of Sale must be mutually agreed upon in writing and signed by the SELLER and the BUYER. At closing, the BUYER must provide "good funds" as required by Louisiana statute LA R.S. 22:532 *et seq.*

OCCUPANCY: Occupancy / possession and transfer of keys / access is to be granted at Act of Sale unless otherwise mutually agreed upon in writing.

CONTINGENCY FOR SALE OF BUYER'S OTHER PROPERTY:

☐ This sale is contingent on the sale of other property by the BUYER and the contingency language found either in lines 56-64 or the attached addendum shall apply.

☒ This sale is not contingent upon the sale of other property by the BUYER nor is the loan needed by the BUYER to obtain the Sale Price contingent on the BUYER'S sale of any property.

ADDITIONAL TERMS AND CONDITIONS:

Sale is subject to the terms and conditions in attached Auction Addendum to Purchase and Sell Agreement. Should any terms and/or conditions in this agreement conflict with the attached Auction Addendum to Purchase and Sell Agreement, the Auction Addendum to Purchase and Sell Agreement will supersede.

FINANCING:

☐ **ALL CASH SALE**: The BUYER warrants the BUYER has cash readily available to close the sale of this Property.

BUYER shall provide at least one of the following within 1 calendar days after the effective date of this Agreement: (i) a letter of financial capabilities from a banking institution on bank letter head verifying that BUYER has the necessary cash or line of credit in an amount equal to or in excess of the Purchase Price; **(ii)** a copy of a bank statement showing sufficient funds in an amount equal to or in excess of the Purchase Price; **or, (iii)** such other proof of funds as SELLER may accept. SELLER may terminate this Agreement if BUYER fails to provide such documentation as required herein. BUYER hereby grants permission to the SELLER and the SELLER's agent, if applicable, to contact the banking institution providing the letter of financial capabilities or the financial institution shown on the copy of such bank statement to verify said information.

☐ **FINANCED SALE:** This sale is conditioned upon the ability of BUYER to borrow with this Property as security for the loan the sum of _____ ($ _____) or _____ (_____%) of the Sale Price by a mortgage loan or loans at an initial interest rate not to exceed _____ (_____%) per annum, interest and principal, amortized over a period of not less than _____ (#_____) years, payable in monthly installments or on any other terms as may be acceptable to the BUYER provided that these terms do not increase the cost, fees or expenses to the SELLER. The loan shall be secured by *(Check all that apply)*:

☐ Fixed Rate Mortgage	☐ FHA Insured Mortgage
☐ Adjustable Rate Mortgage	☐ Owner Financing
☐ Rural Development	☐ Bond Financing
☐ VA Guaranteed Mortgage	☐ Conventional Mortgage

☐ Other _____

Other financing conditions: **Sale is not conditioned on the Buyer's ability to obtain financing.**

The BUYER acknowledges and warrants that the BUYER has available the funds which may be required to complete the sale of the Property, including but not limited to the deposit, the down payment, closing costs, pre-paid items, and other expenses. If this sale is a Financed Sale, BUYER acknowledges that any terms and conditions imposed by the BUYER'S lender(s) or by the Consumer Financial Protection Bureau shall not affect or extend the BUYER'S obligation to execute the Act of Sale or otherwise affect any terms or conditions of this Agreement except as otherwise set forth herein. The BUYER shall supply the SELLER written documentation from a lender that a loan application has been made and the BUYER has given written authorization to lender to proceed with the loan approval process within One (#1) calendar days after the date of acceptance of this offer by both parties. If the BUYER fails to make loan application, and to supply SELLER with written documentation of that application and BUYER'S written authorization for lender to proceed with loan process within this period, the SELLER may, at the SELLER'S option, elect, in writing, to terminate the Agreement and declare the Agreement null and void, by giving the BUYER written notice of the SELLER'S termination. If the BUYER is not able to secure financing, the SELLER reserves the right to provide all or part of mortgage loan(s) under the terms set forth above.

PRORATIONS, SPECIAL ASSESSMENTS, AND OTHER COSTS: Real estate taxes, flood insurance premiums if assumed, rents, condominium dues, special assessments, homeowners' associations dues, and/or substantially similar dues or other costs for the current year shall be prorated through the date of the Act of Sale. Act of Sale costs, abstracting costs, title search, title insurance, and other costs required to obtain financing shall be paid by the BUYER, unless otherwise expressly provided for by the parties pursuant to a written agreement.

All necessary tax, mortgage, conveyance, release certificates or cancellations, and the SELLER closing fees, if any, shall be paid by the SELLER. On or before the date of the Act of Sale, the SELLER shall also pay all previous years' taxes, special assessments, condominium dues, homeowners' associations dues, and/or substantially similar dues or other costs, which were incurred or bear against the Property prior to the Act of Sale, unless otherwise expressly provided for by the parties pursuant to a written agreement.

For this Agreement, "special assessment" includes but is not limited to any assessment levied against the Property for payment of local improvement costs by state or local governmental authorities, political subdivisions, quasi-public bodies, or other public or private entities pursuant to agreement, contract, or law.

DEPOSIT: Upon acceptance of this offer, or any attached counteroffer, the SELLER and the BUYER shall be bound by all terms and conditions of this Agreement, and the BUYER or the BUYER'S agent shall deliver **within 72 hours**, upon notice of acceptance of the offer, the BUYER'S deposit (the "Deposit") in the amount of Five Thousand ($5,000.00) or N/A (_____%) of the Sale Price to be paid in the form of: ☐ Check ☐ Certified Funds ☐ Electronic Transfer ☐ No Deposit

The Deposit shall be held by ☐ Listing Broker ☐ Selling Broker ☒ Other Auction Company

DEPOSIT HELD BY THIRD PARTY: Louisiana Administrative Code Title 46, Part LXVII, Section 2717 requires that funds received in a real estate sales transaction shall be deposited in the appropriate sales escrow checking account, rental trust checking account, or security deposit trust checking account of the listing or managing broker ("Broker"), unless all parties having an interest in the funds have agreed otherwise in writing. I agree that the Deposit related to this transaction shall be held by a third party and not in a sales escrow account maintained by the Broker. I understand that the Louisiana Real Estate Commission may not have jurisdiction over those third parties holding the funds. I acknowledge the Broker is not legally required to disburse a security deposit in accordance with LAC 46:LXVII.2901 when a third party holds the Deposit.

Failure to deliver the Deposit shall be considered a default of this Agreement. If the Deposit is held by a Broker, it must be held in accordance with the rules of the Louisiana Real Estate Commission in a federally insured banking or savings and loan institution without responsibility on the part of the Broker in the case of failure or suspension of such institution. If the parties fail to execute an Act of Sale by date specified herein, and/or a dispute arises as to ownership of, or entitlement to, the Deposit or funds held in escrow, the Broker shall abide by the Rules and Regulations set forth by the Louisiana Real Estate Commission.

RETURN OF DEPOSIT: The Deposit shall be returned to the BUYER and this Agreement declared null and void without demand in consequence of the following events:

1) If this Agreement is declared null and void by the BUYER pursuant to the Due Diligence and the Inspection Period as set forth in lines 192 through 246 of this Agreement;
2) If this Agreement is subject to the BUYER'S ability to obtain a loan and the loan cannot be obtained, except as stated in lines 100 through 105 of this Agreement, but only if the BUYER has made good faith efforts to obtain the loan;
3) If the SELLER declares the Agreement null and void for failure of BUYER to comply with written document requirements as set forth in lines 66 through 103 of this Agreement;
4) If the BUYER conditions the Sale Price on an appraisal is less than the Sale Price and the SELLER will not reduce the Sale Price as set forth in lines 262 through 271 of this Agreement;
5) If the BUYER timely terminates the Agreement after having received the leases or assessments, as set forth in lines 166 through 170 of this Agreement;
6) If the SELLER is unable to timely deliver to the BUYER an approved sewerage and/or water inspection report as set forth in lines 248 through 258 of this Agreement;
7) If the SELLER chooses not to repair or replace the sewer system(s) servicing the Property as per the SEPTIC/WATER WELL ADDENDUM, and the BUYER terminates the agreement as a result thereof.
8) If the SELLER chooses not to repair or replace the private water well system(s) as per the SEPTIC/WATER WELL ADDENDUM, and the BUYER terminates the agreement as a result thereof.

LEASES: The sale is conditioned upon the BUYER'S receipt of a copy of all written leases, excluding mineral leases, from the SELLER **within five (5) calendar days** of acceptance of the Agreement. The BUYER shall have **five (5) calendar days** after receipt of the aforementioned documents to notify the SELLER whether they are acceptable to the BUYER. Security deposits, keys/access, and leases are to be transferred to the BUYER at or before the Act of Sale.

PROPERTY CONDITION: THE BUYER ACKNOWLEDGES THAT THE SALE PRICE OF THE PROPERTY WAS NEGOTIATED BASED UPON THE PROPERTY'S APPARENT CURRENT CONDITION; ACCORDINGLY, THE SELLER IS NOT OBLIGATED TO MAKE REPAIRS TO THE PROPERTY, INCLUDING REPAIRS REQUIRED BY THE LENDER UNLESS OTHERWISE STATED HEREIN. THE SELLER IS RESPONSIBLE FOR MAINTAINING THE PROPERTY IN SUBSTANTIALLY THE SAME OR BETTER CONDITION AS IT WAS WHEN THE AGREEMENT WAS FULLY EXECUTED.

DUE DILIGENCE AND INSPECTION PERIOD:
If acceptance of this Agreement occurs, the BUYER shall have a Due Diligence and Inspection Period (hereinafter "DDI Period") commencing on the first day after acceptance of this Agreement and expiring _____ (#__0__) calendar days after commencement OR upon the date and time the BUYER'S Request to the SELLER is received as set forth in lines 213 through 214, *whichever is earlier*. The SELLER agrees to provide the utilities for any due diligence and inspections and immediate access to the Property. The due diligence and inspection period will be extended by the same number of days that the BUYER is not granted immediate access to the Property or all utilities are not provided by the SELLER.

Effect of BUYER'S Failure to Timely Provide Written Termination or BUYER'S Request: Failure of the BUYER to timely provide written notice of termination or a written BUYER'S Request as described in lines 202 through 246 below prior to the expiration of the DDI Period shall be deemed as acceptance by the BUYER of the Property's current condition.

DDI Period Activities: During the inspection and due diligence period the BUYER may, at the BUYER'S expense, have any inspections made by experts or others of his choosing. Such physical inspections may include but are not limited to surveys, inspections for termites and other wood destroying insects, and/or damage from same, molds, and fungi hazards, and analysis of synthetic stucco, drywall, appliances, structures, foundations, roof, heating, cooling, electrical, plumbing systems, utility and sewer, including but not limited to septic tanks and pump grinder systems availability and condition, out-buildings, and square footage. Other due diligence by the BUYER may include but is not limited to investigation into the Property's school district, insurability, flood zone classifications, current zoning and/or subdivision restrictive covenants and any items addressed in the SELLER'S Property Disclosure Document. All testing shall be nondestructive testing.

BUYER'S OPTIONS PRIOR TO THE EXPIRATION OF THE DDI PERIOD: If the BUYER is not satisfied with the condition of the Property or the results of the BUYER'S due diligence or investigations, the BUYER may choose one of the following options prior to the expiration of the DDI Period:

OPTION 1: The BUYER may elect, in writing, to terminate the Agreement and declare the Agreement null and void.

Effect of the BUYER'S Termination of the Agreement pursuant to Option 1: If the BUYER elects to terminate this Agreement in writing, the Agreement shall be automatically ipso facto null and void with no further action required by either party except for return of Deposit to the BUYER.

OPTION 2:

A. The BUYER may present a single, signed, and complete written list to the Seller of the deficiencies and desired remedies ("BUYER'S Request").

B. If the BUYER selects Option 2, the following process shall apply:

1. (a) SELLER'S Response to BUYER'S Request: If provided a BUYER'S REQUEST, the SELLER shall respond in writing as to the SELLER'S willingness to or refusal to remedy any deficiencies identified in the BUYER'S Request. Seller's signed, written response shall be provided to the BUYER **within 72 hours** of receipt of the BUYER'S Request ("SELLER'S Response").

(b) Effect of SELLER'S Failure to Timely Respond to the BUYER'S Request: If the SELLER fails to timely respond to the BUYER'S Request in writing within the required time frame, then the BUYER shall have **72 hours** from when the SELLER'S Response was due to notify the SELLER in writing that the BUYER will:

(i) accept the Property in its current condition; or

(ii) elect to terminate this Agreement.

(c) Effect of the BUYER'S Failure to Timely Respond to SELLER'S Failure to Timely Respond: If the BUYER fails to provide this notice (lines 221 through 225) in writing within the required time frame, the Agreement shall be automatically, with no further action required by either party, ipso facto null and void except for return of Deposit to the BUYER.

2. (a) BUYER'S Response to SELLER'S Response: Should the SELLER in the SELLER'S Response refuse to remedy any or all the deficiencies listed by the BUYER, then the BUYER shall have **72 hours** from receipt of the SELLER'S Response or **72 hours** from the date that the SELLER'S Response was due, whichever is earlier,

to take one of the following actions ("BUYER'S Response"). The BUYER'S Response shall be provided to the SELLER in writing.

(i) accept the SELLER'S Response to the BUYER'S Request, or

(ii) accept the Property in its current condition, or

(iii) to elect to terminate this Agreement in writing which shall automatically make the Agreement ipso facto null and void with no further action required by either party except for the return of Deposit to the BUYER.

(b) Effect of BUYER'S Failure to Timely Respond to SELLER'S Response: If the BUYER fails to respond to the SELLER'S Response within the time specified, then the Agreement shall be automatically, with no further action required by either party, ipso facto null and void except for return of Deposit to the BUYER.

Upon receipt of the written BUYER'S Response to the SELLER'S Response, the SELLER shall not be required to remedy any additional deficiencies requested by the BUYER unless the parties enter into an additional agreement in writing.

PRIVATE WATER/SEWERAGE:

☐ There is/are _____ (#_____) private water system(s) servicing only the primary residence, and the attached private Septic/Water Addendum inspections shall include only the system(s) supplying service to the primary residence.

☒ There is NO private water system(s) servicing only the primary residence.

☐ There is/are _____ (#_____) private septic/treatment system(s) servicing only the primary residence and the attached private Septic/Water Addendum inspections shall include only those systems supplying service to the primary residence.

☒ There is NO private septic/treatment system(s) servicing only the primary residence.

APPRAISAL: ☒ This sale is NOT conditioned on appraisal. ☐ This sale IS conditioned on the appraisal of the Property being not less than the Sale Price. The SELLER agrees to provide the utilities and access for appraisals. If the appraised value of the Property is equal to or greater than the Sale Price, the BUYER shall pay the Sale Price agreed upon prior to the appraisal. If the appraised value is less than the Sale Price, the BUYER shall provide the SELLER with a copy of the appraisal within _____ (#_____) calendar days of receipt of same, along with the BUYER'S written request for the SELLER to reduce the Sale Price. Within _____ (#_____) calendar days after the SELLER'S receipt of such written documentation of the appraised value, the BUYER shall have the option to pay the Sale Price agreed upon prior to the appraisal or to void this Agreement unless the SELLER agrees in writing to reduce the Sale Price to the appraised value or all parties agree to a new Sale Price.

WARRANTY OR AS IS CLAUSE WITH WAIVER OF RIGHT OF REDHIBTION: *(CHECK ONE ONLY)*

☐ A. SALE WITH WARRANTIES: The SELLER and the BUYER acknowledge that this sale shall be with full SELLER warranties as to any claims or causes of action including but not limited to redhibition pursuant to Louisiana Civil Code Article 2520 *et seq.*

☒ B. SALE "AS IS" WITHOUT WARRANTIES: The SELLER and the BUYER hereby acknowledge and recognize that the Property being sold and purchased is to be transferred in "as is" condition and further the BUYER does hereby waive, relieve and release the SELLER from any claims or causes of action for redhibition pursuant to Louisiana Civil Code Article 2520 *et seq.* and Article 2541 *et seq.* or for reduction of Sale Price pursuant to Louisiana Civil

Code Article 2541 *et seq.* Additionally, the BUYER acknowledges that this sale is made without warranty of fitness for ordinary or particular use pursuant to Louisiana Civil Code Article 2524. The SELLER and the BUYER agree that this clause shall be made a part of the Act of Sale.

☐ C. NEW HOME WARRANTIES: Notwithstanding lines 274 through 283 and irrespective of whether A or B above is checked, if the Property is a new construction, the parties agree that neither A or B will apply but instead the provisions of the New Home Warranty Act (LA R.S. 9:3141 *et seq*) shall apply. The warranty of condition of this Property is governed by the New Home Warranty Act if a home on the Property is a "home" as defined in the New Home Warranty Act.

HOME SERVICE/WARRANTY: A home service/warranty plan ☐ will / ☒ will not be purchased at the closing of sale at a cost not to exceed _____ ($_____) to be paid by ☐ the BUYER / ☐ the SELLER.

Home Service Warranty will be ordered by **N/A**.
The home service warranty plan does not warrant pre-existing defects and options, and does not supersede or replace any other inspection clause or responsibilities. If neither the BUYER nor the SELLER accepts the home service warranty plan, they declare that they have been made aware of the existence of such a plan, and further declare that they hold the Broker and Agents harmless from any responsibility or liability due to their rejection of such a plan.

MERCHANTABLE TITLE/CURATIVE WORK: The SELLER shall deliver to the BUYER a merchantable title at the SELLER'S costs (see lines 107 through 121). If curative work in connection with the title to the Property is required or is a requirement for obtaining the loan(s) upon which this Agreement is conditioned, the parties agree to and do extend the date for passing the Act of Sale to a date not more than **Ten** (#**10**) calendar days from the date of the Act of Sale stated herein. The SELLER'S title shall be merchantable and free of all liens and encumbrances except those that can be satisfied at Act of Sale. All costs and fees required to make title merchantable shall be paid by the SELLER. The SELLER shall make good faith efforts to deliver merchantable title. The SELLER'S inability to deliver merchantable title within the time stipulated herein shall render this Agreement null and void, reserving unto the BUYER the right to demand the return of the Deposit and to recover from the SELLER actual costs incurred in processing of sale as well as legal fees incurred by the BUYER.

FINAL WALK THROUGH: The BUYER shall have the right to re-inspect the Property **within five (5) calendar days** prior to the Act of Sale, or occupancy, whichever will occur first in order to determine if the Property is in the same or better condition as it was at the initial inspection(s) and to ensure all agreed upon repairs have been completed. The SELLER agrees to provide utilities and immediate access to the Property for the final walk through.

DEFAULT OF AGREEMENT BY THE SELLER: In the event of any default of this Agreement by the SELLER, the BUYER shall at the BUYER'S option have the right to declare this Agreement null and void with no further demand, or to demand and/or sue for any of the following:

1) Termination of this Agreement
2) Specific performance
3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.

Further, the BUYER shall be entitled to the return of the Deposit. The prevailing party to any litigation brought to enforce any provision of this Agreement shall be awarded their attorney fees and costs. The SELLER may also be liable for Broker fees.

DEFAULT OF AGREEMENT BY BUYER: In the event of any default of this Agreement by the BUYER, the SELLER shall have at the SELLER'S option the right to declare this Agreement null and void with no further demand, or to demand and sue for any of the following:

1) Termination of this Agreement
2) Specific performance
3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.

Further, the SELLER shall be entitled to retain the Deposit. The prevailing party to any litigation brought to enforce any provision of this Agreement shall be awarded their attorney fees and costs. The BUYER may also be liable for Broker fees.

BUYER BROKER COMPENSATION: At closing, SELLER shall pay **see Auction Addendum** ($0 / 0% of Sale Price if left blank) toward the BUYER's Broker's compensation. The parties agree that they shall disburse or direct the disbursement of such payment at closing to the BUYER's Broker from the SELLER's sale proceeds. The parties further agree that any party obligated to pay broker compensation shall provide additional funds at closing if the sale proceeds are insufficient to make such payment. The parties acknowledge that broker compensation is not set by law and is fully negotiable. The BUYER's Broker shall not receive compensation for real estate activity from any source that exceeds the amount or rate agreed upon in a buyer agreement required by La. R.S. 37:1448.4.

ROLES OF BROKERS AND DESIGNATED AGENTS: Broker(s) and Designated Agent(s) have acted only as real estate brokers to bring the parties together and make no warranty to either party for performance or non-performance of any part of this Agreement or for any warranty of any nature unless specifically set forth in writing.

Broker(s) and Designated Agent(s) make no warranty or other assurances whatsoever concerning Property measurements, square footage, room dimensions, lot size, Property lines or boundaries. Broker(s) and Designated Agent(s) make no representations as to suitability or to a particular use of the Property, and the BUYER has or will independently investigate all conditions and characteristics of the Property which are important to the BUYER. The BUYER is not relying on the Broker or the Designated Agent(s) to choose a representative to inspect or re-inspect the Property; the BUYER understands any representative desired by the BUYER may perform this function. If Broker/Agent(s) provides names or sources for such advice or assistance, Broker/Agent(s) does not warrant the services of such experts or their products and cannot warrant the condition of Property or interest to be acquired or guarantee that all defects are disclosed by the SELLER(S). Broker/Agent(s) do not investigate the status of permits, zoning, code compliance, restrictive covenants, or insurability. The Broker(s) and Designated Agent(s) specifically make no warranty whatsoever as to whether the Property is situated in or out of the Government's hundred-year flood plan or is or would be classified as wetlands by the U.S. Army Corps of Engineers, or as to the presence of wood destroying insects or damage there from. The BUYER(S) are to satisfy themselves concerning these issues. Designated Agent shall be an independent contractor for Broker if the conditions set forth in La. R.S. 37:1446(H) are met.

LIST ADDENDA TO BE ATTACHED AND MADE A PART OF THIS AGREEMENT:

☐ Contingency for Sale of the BUYER'S Other Property Addendum	☒ **Auction Addendum**
☐ Condominium Addendum	☐ _____
☐ Private Water/Sewerage Addendum	☐ _____
☐ New Construction Addendum	☐ _____

If any of the pre-printed portions of this Agreement vary or conflict with any additional or modified terms on blanks provided in this form or Addendum attached to this Agreement, the additional, modified, or Addendum provisions control.

MOLD RELATED HAZARDS NOTICE: An informational pamphlet regarding common mold related hazards that can affect real property is available at the EPA website: https://www.epa.gov/sites/default/files/2016-10/documents/moldguide12.pdf. By initialing this page of the Agreement, the BUYER acknowledges that the real estate agent has provided the BUYER with the EPA website enabling the BUYER to obtain information regarding common mold related hazards.

OFFENDER NOTIFICATION: The Louisiana State Police maintains the State Sex Offender and Child Predator Registry through the Louisiana Bureau of Criminal Identification and Information. It is a public access database of the locations of individuals who are required to register pursuant to La. R.S. 15:540 *et seq*. The website for the database is: https://lsp.org/community-outreach/sex-offender-registry/. Sheriff and police departments serving jurisdictions of 450,000 also maintain such information. Inquiries can be made by phone at 1-800-858-0551. Send written inquiries to Post Office Box 66614, Box A-6, Baton Rouge, Louisiana 70896.

FLOOD HAZARD INFORMATION: An informational website regarding flood hazards that can affect real property is available at the FEMA website: https://msc.fema.gov/portal/home.

CHOICE OF LAW: This Agreement shall be governed by and shall be interpreted in accordance with the laws of the State of Louisiana.

SINGULAR – PLURAL USE: Wherever the word BUYER or the word SELLER occurs in this Agreement or is referred to, the same shall be construed as singular or plural, masculine or feminine or neuter, as the case may be.

ACCEPTANCE: Acceptance of this Agreement shall be in writing. This Agreement may be executed by use of electronic signatures, in accordance with the Louisiana Uniform Electronic Transaction Act. The original of this Agreement shall be delivered to the listing Broker's firm. This Agreement and any supplement addendum or modification relating hereto, including any photocopy, facsimile, or electronic transmission thereof, may be executed in two or more counterparts, all of which shall constitute one and the same Agreement.

NOTICES AND OTHER COMMUNICATIONS: All notices, requests, claims, demands, and other communications related to or required by this Agreement shall be in writing. Notices permitted or required to be given (excluding service of process) shall be deemed sufficient if delivered by (a) mail, (b) hand delivery, (c) overnight delivery, (d) facsimile, (e) email, or (f) other e-signature transmissions addressed to the respective addresses of the parties as written on the first page of this Agreement or at such other addresses as the respective parties may designate by written notice.

CONTRACT: This is a legally binding contract when signed by both the SELLER and the BUYER. READ IT CAREFULLY. If you do not understand the effect of any part of this Agreement, seek legal advice before signing this contract or attempting to enforce any obligation or remedy provided herein.

ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the parties, and any other agreements not incorporated herein, in writing, are void and of no force and effect.

DEADLINES: TIME IS OF THE ESSENCE, and all deadlines are final, except where modifications, changes, or extensions are made in writing and signed by all parties to this Agreement. All "calendar days" as used in this Agreement or as are put forth in this Agreement shall end at 11:59 p.m. (CST) in Louisiana.

EXPIRATION OF OFFER:

This offer is binding and irrevocable until _____, 20___ at _____ ☐AM ☐PM ☐NOON. The Acceptance of this offer shall **be communicated to the offering party by the deadline stated on line 423 to be binding and effective.**

_____ _____
☐ Buyer's/☐ Seller's Signature Date/Time ☐ Buyer's/☐ Seller's Signature Date/Time

_____ _____
Print Buyer's/Seller's Full Name (First, Middle, Last) Print Buyer's/Seller's Full Name (First, Middle, Last)

_____ _____
☐ Buyer's/☐ Seller's Signature Date/Time ☐ Buyer's/☐ Seller's Signature Date/Time

_____ _____
Print Buyer's/Seller's Full Name (First, Middle, Last) Print Buyer's/Seller's Full Name (First, Middle, Last)

This offer was presented to the ☐ Seller ☐ Buyer by _____

_____
Date/ Time ☐ AM ☐ PM ☐ NOON

This offer is: ☐ Accepted ☐ Rejected (without counter) ☐ Countered (see attached counter) by:

_____ _____
☐ Buyer's/☐ Seller's Signature Date/Time ☐ Buyer's/☐ Seller's Signature Date/Time

_____ _____
Print Buyer's/Seller's Full Name (First, Middle, Last) Print Buyer's/Seller's Full Name (First, Middle, Last)

_____ _____
☐ Buyer's/☐ Seller's Signature Date/Time ☐ Buyer's/☐ Seller's Signature Date/Time

_____ _____
Print Buyer's/Seller's Full Name (First, Middle, Last) Print Buyer's/Seller's Full Name (First, Middle, Last)

This offer was presented to the ☐ Seller ☐ Buyer by _____

_____
Date/ Time ☐ AM ☐ PM ☐ NOON

AUCTION ADDENDUM TO PURCHASE AND SELL AGREEMENT

SELLER RESERVES THE RIGHT TO ACCEPT OR REJECT THIS 'CASH AS-IS OFFER' IN SELLER'S SOLE DISCRETION.

The following terms are added to the Louisiana Residential Agreement to Buy or Sell dated _____ between Buyer and Seller attached hereto. Should any terms in this addendum conflict in whole or in part with the terms contained in the body of the Louisiana Residential Agreement to Buy or Sell, the provisions of this Addendum shall control.

SELLER: Susanne Beene **BUYER:** _____

PROPERTY ADDRESS: 901 Fortune Drive, Monroe, LA 71203

LEGAL DESCRIPTION: Lot 21 Treasure Island Subdivision as per Plat Book 10, Page 148, record of Ouachita Parish, Louisiana

PURCHASE PRICE: The purchase price of the Property is equal to the auction bid price plus 10% Buyer's Premium, which is as follows: **$_____ (Auction High Bid Price) + $_____ (10% Buyer's Premium) = $_____** (hereinafter referred to as the "Purchase Price"), which shall be paid to the Settlement Agent (designated below) at closing ("Act of Sale") by certified or cashier's check, or wired funds, subject to the prorations described herein.

DEPOSIT: Buyer will provide a deposit with the Auction Company in the amount of **$5,000** (hereinafter referred to as the "Deposit") within 48 hours of signing this agreement. The Deposit shall be held by the Auction Company, pursuant to the terms of this Contract, until the Act of Sale and then applied to the Purchase Price. If Buyer fails to complete the Act of Sale on or before the Settlement Date, time being of the essence, the Deposit shall be forfeited to the Seller. Such forfeiture shall not limit any liability of the defaulting Buyer or any rights or remedies of the Seller with respect to any such default, and the defaulting Buyer shall be liable for all costs of re-sale of the Property (including attorney's fees of Seller), plus any amount by which the ultimate sale price for the Property is less than the defaulting Buyer's bid. After any such default and forfeiture, the Property may, at the discretion of the Seller, be conveyed to the next highest bidder of the Property whose bid was acceptable to the Seller. In the event the Seller does not execute a deed of conveyance for any reason, the Buyer's sole remedy shall be the refund of the deposit. Immediately upon delivery of the deed for the Property by the Seller, all duties, liabilities, and obligations of the Seller, if any, to the Buyer with respect to the Property shall be extinguished.

CASH SALE/FINANCING: Unless otherwise specified above, SELLER shall sell the Property to Buyer and BUYER shall accept same and purchase the Property for cash and not conditioned on financing in its present condition "AS-IS, WHERE IS and WITH ALL FAULTS" via a "CASH SALE" NOT SUBJECT TO FINANCING, APPRAISAL, SURVEY OR INSPECTIONS OF ANY KIND. Proof of funds letter from a bank must show sufficient funds to cover 100% of the purchase price along with any and all of Buyer's closing costs and be given to the Auction Company within 24 hours of signing this agreement unless bid closing date falls where the 24 hours is on a weekend in which Buyer must provide Proof of Funds on the 1st business day following close of auction. Should Buyer obtain financing, a pre-approval letter must be submitted to the Auction Company within 24 hours of signing this agreement. At closing, the BUYER must provide "good funds" as required by Louisiana statute LA R.S. 22:532 et seq.

ACT OF SALE AND OCCUPANCY/POSSESSION: The Act of Sale is to be executed at **_____ whose office is located at _____on January 15, 2027**, or before if mutually agreed upon. Any change of the date for execution of the Act of Sale must be mutually agreed upon in writing and signed by the SELLER and the BUYER. **Occupancy/Possession shall be given at the Act of Sale.**

Buyer _____ _____ Seller _____ _____

SALE "AS IS" WITHOUT WARRANTIES: The SELLER and the BUYER hereby acknowledge and recognize that the Property being sold and purchased is to be transferred in "as is" condition and further the BUYER does hereby waive, relieve and release the SELLER from any claims or causes of action for redhibition pursuant to Louisiana Civil Code Article 2520 et seq. and Article 2541 et seq. or for reduction of Sale Price pursuant to Louisiana Civil Code Article 2541 et seq. Additionally, the BUYER acknowledges that this sale is made without warranty of fitness for ordinary or particular use pursuant to Louisiana Civil Code Article 2524. The SELLER and the BUYER agree that this clause shall be made a part of the Act of Sale.

BUYER'S INSPECTION, REPRESENTATIONS AND WARRANTIES: Buyer agrees, acknowledges and warrants without limitation to Seller and Broker, and their agents, affiliates, officers, employees and representatives: that it was Buyer's sole responsibility to inspect the Property prior to bidding to determine the location of structures, easements, improvements and encroachments or to determine any other matters relevant to Buyer's decision to Purchase; that the Property is being sold in gross and that any estimates of size or acreage were and are approximations only; that Buyer has had more than ten (10) days before signing this Contract to make any and all independent inspections of the Property to Buyer's complete and total satisfaction; during this period Buyer was specifically advised by Seller and Broker to seek from independent sources of Buyer's choosing expert advice and/or inspections on all matters affecting the Property or Buyer's decision to purchase; that Buyer understands and agrees that neither Seller nor Broker are required or will make any inspections or repairs of any kind whatsoever to the Property; that Buyer's inspection of the Property (or waiver thereof) has relieved and shall relieve the foregoing of any liability to Buyer and Buyer hereby accepts all liability, as between Buyer and the foregoing, and shall indemnify and hold harmless Seller, Broker, their affiliates, agents, employees, officers, representatives and owners from and against any claims, liabilities, demands, or actions incident to, resulting from or in any way arising out of this transaction, or the possession, ownership, maintenance or use of the Property and that such indemnity shall survive Closing and not be merged therein; that **BUYER'S OPPORTUNITY TO INSPECT OR THE WAIVER THEREOF WAS TAKEN FULLY INTO CONSIDERATION IN DETERMINING THE OFFER MADE HEREIN AND REPRESENTS BUYER'S EXPRESS INTENT TO ACCEPT ALL LIABLITY ATTENDANT THERETO.**

BUYER acknowledges and understands the following disclosures: 1) The mineral estate has not been severed from this parcel and will convey upon transfer of the surface estate, unless otherwise disclosed; 2) Buyer acknowledges and understands that property herein may be subject to multiple code violations with the city/parish and Buyer accepts in "AS-IS, WHERE-IS" condition. Buyer accepts all responsibility for any remediations, fees, or terms required by the authority thereof, which may or may not include demolition, escrow fees, or habitation certificates; 3) Neither the Seller, Broker (or Auctioneer) make any assertions or guarantees for compliance standards of the Property, including smoke or CO2 detectors, and Buyer accepts all responsibility for same, including any required inspections; and 4) Neither the Seller or Broker (or Auctioneer) make any assertions or guarantees as to the condition or inspection of any septic, sewer, location of leach lines, water service, or potability of any well that may be located on the property herein including but not limited to obtaining any necessary permits or inspection required by the municipality or any remediation, fees, or terms required by such authority due to dye testing or inspection, to be performed after closing. BUYER expressly acknowledges being advised by Broker in sales literature and again at or prior to auction registration: that (1) the Buyer would be bound by this Contract, including all Addendums (incorporated by reference are a Property Disclosure or Disclaimer Statement, if any; AS IS Waiver of Redhibition Addendum, Lead-Based Paint Addendum, and the EPA/HUD pamphlet provided Buyer prior to bidding titled "Protect Your Family from Lead in Your Home"); and (2) TO NOT BID IF BUYER HAD NOT READ AND AGREED TO BE BOUND BY THIS CONTRACT AND ITS ADDENDUMS IN THEIR ENTIRETY.

EASEMENTS: The sale of the property is subject to any and all easements of record.

SURVEY: No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.

Buyer _____ _____ Seller _____ _____

SEWER SYSTEM: The property does not have an onsite sewer system and is on a public sewer system. Buyer is purchasing the property AS-IS, WHERE-IS with no warranties or assertions by Seller, Broker, Auctioneer, and/or Auction Company as to the condition thereof. Seller will not provide a letter from any appropriate government authority regarding the condition of the system.

BREACH OR FAILURE TO CLOSE: The parties agree that if SELLER has performed Seller's obligations under this Contract, and if at the Closing the Buyer fails to pay the balance of the Purchase Price or to perform any other obligations under this Contract, then Seller may, at Seller's option, either a) unilaterally cancel and terminate Buyer's right to purchase the Property, including all legal and equitable interest, if any, Buyer may have regarding the Property and retain all sums previously paid on the Purchase Price as liquidated damages, or b) elect to recover from Buyer the actual damages incurred by Seller, including loss of the balance of the Purchase Price, costs of resale, attorney's fees, and such other incidental damages as may be lawfully recovered. If BUYER has performed Buyer's obligations under this Contract and Seller fails to perform its obligations under the Contract, then Buyer may, as Buyer's sole and exclusive remedy, terminate Buyer's obligation to purchase the Property, by written notice to Seller, and recovery to Buyer shall be limited to the Deposit on the property. Buyer agrees that in no event shall Seller, Broker or Title Company or Settlement Agent be liable to Buyer for punitive, speculative or consequential damages, nor shall Buyer be entitled to bring a claim to enforce specific performance of this Agreement.

INDEMNIFICATION: Buyer agrees to indemnify and hold Title Company, Settlement Agent, Broker and it's Agents, Auctioneer, and Auction Company harmless against any and all losses, claims, damages or liabilities and expenses not resulting from Broker, Auctioneer, or Title Company's bad faith or gross negligence, including costs of investigation, attorney fees, and disbursements, which may be imposed upon or incurred by Broker, Auctioneer, or Title Company hereunder relative to the performance of their duties related to the Parties or the Property, including without limitation any litigation arising from or in respect of this Contract or the transactions contemplated hereby. Title Company, Auctioneer, and Broker shall not be liable for any error of judgment or for any act done or omitted by them in good faith. Broker, Auctioneer, and Title Company are authorized to act on any document believed by them in good faith to be executed by the proper party or parties and will incur no liability in so acting. Broker, Auctioneer, and Title Company are in all respects and for all purposes third party beneficiaries of this Contract to the extent that this Contract would entitle them to rights or benefits if they were signatory parties hereto, and each of them is entitled to enforce such rights and benefits, as herein provided, to the same extent they would be entitled if they were such signatory parties. ANY INDEMNIFICATION, LIMITATION OF REMEDIES, OR DEFENSE OR HOLD HARMLESS OBLIGATION OF BUYER FOR THE BENEFIT OF SELLER, AUCTIONEER, TITLE COMPANY, OR BROKER IN THIS CONTRACT SHALL SURVIVE THE CLOSING AND/OR TERMINATION OF THIS CONTRACT.

INTERPRETATION AND EFFECT OF THIS CONTRACT: The Parties agree this Contract shall be binding upon and inure to the benefit of their heirs, legal representatives and successors; sets forth their understanding and supersedes all previous negotiations, representations and agreements between them and their agents; can only be amended or modified by a written agreement signed by both Parties; no amendment affecting Seller, Broker, Auctioneer, or Title Company may be made in the absence of the prior written consent of the affected person; if any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Contract and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract; and furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid or enforceable. The parties hereto hereby agree to execute such other documents, and to take such other actions as may reasonably be necessary, to further the purposes of this Agreement.

AGENCY DISCLOSURE: The Parties expressly agree and acknowledge that BROKER REPRESENTS SELLER ONLY, as previously disclosed to both Parties at first contact; that the identity of Broker's principal, the Seller, was available to the Buyer at all times prior to the auction; that both Parties shall indemnify and hold the other and Broker (unless previously approved in writing by Broker) harmless from any claim for a commission or other

Buyer _____ _____ Seller _____ _____

compensation of any broker or agent purporting to have represented or assisted them.

_____	_____
Buyer:	Seller: