

MOLD DISCLOSURE

The use of this form is for REALTOR® members only (members of the Montana Association of REALTORS®) and cannot be used by any other party for any purpose. Use of these forms by other parties may result in legal action by the Montana Association of REALTORS®.

1 Date: August 17, 2021

3 Property Address: 1406 W Copper St, Butte, MT 59701-8952

5 MOLD DISCLOSURE: There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth may be available from your county extension agent or health department. Certain strains of mold may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. Certain strains of mold may cause infections, particularly in individuals with suppressed immune systems. Some experts contend that certain strains of mold may cause serious and even life-threatening diseases. However, experts do not agree about the nature and extent of the health problems caused by mold or about the level of mold exposure that may cause health problems. The Centers for Disease Control and Prevention is studying the link between mold and serious health conditions. The seller, landlord, seller's agent, buyer's agent, or property manager cannot and does not represent or warrant the absence of mold. It is the buyer's or tenant's obligation to determine whether a mold problem is present. To do so, the buyer or tenant should hire a qualified inspector and make any contract to purchase, rent, or lease contingent upon the results of that inspection. A seller, landlord, seller's agent, buyer's agent, or property manager who provides this mold disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation or treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of or propensity for mold in a building that is subject to any contract to purchase, rent, or lease.

21 The undersigned, Seller, Landlord, Seller's Agent and/or Property Manager disclose that they have knowledge that the building or buildings on the property have mold present in them. This disclosure is made in recognition that all inhabitable properties contain mold, as defined by the Montana Mold Disclosure Act (any mold, fungus, mildew or spores). The undersigned are not representing that a significant mold problem exists or does not exist on the property, as such a determination may only be made by a qualified inspector.

27 If Seller/Landlord knows a building located on the property has been tested for mold, Seller/Landlord has previously provided or with this Disclosure provides the Buyer/Tenant a copy of the results of that test (if available) and evidence of any subsequent mitigation or treatment.

31 <u>John P. Jordan</u> 08/17/2021	31 <u>Nancy Lee Field</u> 08/18/2021	31 <u>Jerry Jordan</u> 08/17/2021
32 <u>Seller/Landlord</u> 8/18/2021 12:43:02 PM MDT	32 <u>Seller's Agent/Property Manager</u> Date	32 <u>Jerry Jordan</u> Date
33 <u>John P. Jordan, Nancy L. Field</u>	33 <u>Jerry Jordan</u>	
34 <u>Robert E. Jordan</u> 08/18/2021	34 <u>D. Ted Jordan by Kim Jordan, Executive</u> 8/18/2021 06:00:00 PM MDT	34 <u>Seller's Agent/Property Manager</u> Date
35 <u>Robert E. Jordan, D. Ted Jordan</u>		

37 ACKNOWLEDGMENT: The undersigned Buyer/Tenant, Buyer's Agent or Statutory Broker acknowledges receipt of this Disclosure, the test results (if available) and evidence of subsequent mitigation or treatment. The undersigned Buyer/Tenant agrees that it is their responsibility to hire a qualified inspector to determine if a significant mold problem exists or does not exist on the property. They further acknowledge that the Seller, Landlord, Seller's Agent, Buyer's Agent, Statutory Broker and/or Property Manager, who have provided this Disclosure, are not liable for any action based on the presence of or propensity for mold in the property.

45 Buyer/Tenant	45 Date	45 Buyer's Agent/Statutory Broker	45 Date
46			
47			
48 Buyer/Tenant	48 Date	48 Buyer's Agent/Statutory Broker	48 Date

NOTE: Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or holiday can be performed on the next business day.

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Mold Disclosure, March 2006

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LEAD-BASED PAINT DISCLOSURE



Date: August 17, 2021

Property Address: 1406 W Copper St, Butte, MT 59701-8952

Lead Warning Statement: Every Buyer 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.

Seller's Disclosures: The Seller hereby discloses the presence of lead-based paint and/or lead-based paint hazards by checking the appropriate boxes as follows:

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
☐ Seller knows that lead-based paint and/or lead-based paint hazards are present in the property (explain):

☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the property.
 (b) Records and Reports available to the Seller (check one below):
☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the property. Those reports and records are itemized as follows:

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

Buyer's Acknowledgment: Buyer acknowledges, by his/her initials in the blanks provided below, as follows:

(c) _____ Buyer has received copies of all information listed in item (b), if any.
 (d) _____ Buyer has received the pamphlet "Protect Your Family From Lead in Your Home."
 If the delivery of the documents referenced in subsection (c) or (d) occurs after the full execution of the Buy-Sell Agreement (the Agreement) by all parties, Buyer has a right to cancel as set forth in the Agreement.
 (e) _____ Buyer has (check one below):
☐ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint hazards (in which event the parties have entered a Lead-Based Paint Contingency Addendum); or
☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Broker/Salesperson's Acknowledgment: The Seller Broker/Salesperson (or if no listing Broker/Salesperson, any Broker/Salesperson in the transaction) acknowledges, by his/her initials in the blank provided below, as follows:

(f) JJ Broker/Salesperson has informed the Seller of the Seller's obligations under 42 U.S.C. §4852(d) and is aware of his/her responsibility to ensure compliance.

Certifications: The undersigned have reviewed the information above and certify, to the best of their knowledge, that the information, which they have provided is true and accurate.

<p><u>John P. Jordan</u> 08/17/2021 Seller <u>John P. Jordan</u> Date</p>	<p><u>Nancy Lee Field</u> 08/18/2021 Buyer <u>Nancy L. Field</u> Date</p>
<p><u>Robert E. Jordan</u> 08/18/2021 Seller <u>Robert E. Jordan</u> Date</p>	<p><u>D. Ted. Jordan</u> 08/18/2021 Buyer <u>D. Ted. Jordan</u> Date</p>
<p><u>Jerry Jordan</u> 08/17/2021 Seller Broker/Salesperson _____ Date</p>	

(if no Seller Broker/Salesperson, Buyer Broker/Salesperson to sign)
Jerry Jordan

NOTE: Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or holiday can be performed on the next business day.

MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT



1 Date: August 17, 2021

2
3 Property: 1406 W Copper St, Butte, MT 59701-8952

4 Seller(s): John P. Jordan, Nancy L. Field, Robert E. Jordan, D. Ted Jordan

5 Seller Agent: Jerry Jordan

6
7 Concerning adverse material facts, Montana law provides that a seller agent is obligated to:

- 8
9 • disclose to a buyer or the buyer agent any adverse material facts that concern the property and that are
10 known to the seller agent, except that the seller agent is not required to inspect the property or verify any
11 statements made by the seller; and
12 • disclose to a buyer or the buyer agent when the seller agent has no personal knowledge of the veracity of
13 information regarding adverse material facts that concern the property.

14
15 The Seller Agent identified above is providing the attached Owner's Property Disclosure Statement that has been
16 completed and signed by the Seller(s), if one has been made available to the Seller(s) Agent by the Seller(s).
17 Regardless of whether Seller(s) has/have provided Seller Agent with an Owner's Property Disclosure Statement,
18 **except as set forth below**, the Seller Agent has no personal knowledge:

- 19 (i) about adverse material facts that concern the Property or
20 (ii) regarding the veracity (accuracy) of any information regarding adverse material facts that concern
21 the Property

22 _____
23 _____
24 _____
25 _____
26 _____
27 _____

28
29 Information regarding adverse material facts that concern the Property and that are known to the Seller Agent, if any,
30 is set forth above. However, the Seller Agent is not required to inspect the Property or verify any statements made by
31 the Seller(s). Buyer(s) is/are therefore encouraged to obtain professional advice, inspections or both of the Property
32 and to provide for appropriate provisions in a Buy-Sell Agreement between the Buyer(s) and Seller(s) with respect to
33 any advice, inspections or defects.

34 *Jerry Jordan*

35 Seller Agent Signature: Jerry Jordan
36 8/17/2021 4:16:52 PM MDT
37 08/17/2021

38 Dated: _____

39 Buyer and Buyer Agent acknowledge receipt of this Property Disclosure Statement.

40 Buyer Agent: _____

41 Buyer Agent Signature: _____

42 Dated: _____

43 Buyer Signature: _____

44 Dated: _____

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Property Disclosure Statement, April 2019

OWNER'S PROPERTY DISCLOSURE STATEMENT

MONTANA ASSOCIATION OF REALTORS® STANDARD FORM



The use of this form is for REALTOR® members only (members of the Montana Association of REALTORS®) and cannot be used by any other party for any purpose. Use of these forms by other parties may result in legal action by the Montana Association of REALTORS®.

Date: August 17, 2021

The undersigned Owner is the owner of certain real property located at 1406 W Copper St, in the City of Butte, County of Silver Bow, Montana, which real property is legally described as: BIG BUTTE ADD, S14, T03 N, R08 W, BLOCK 10, Lot 8 - 12, & FAIRVIEW LTS 1 - 5 BLK 3, N2 VAC ALLEY ADJ BLK 3

(hereafter the "Property"). Owner executes this Disclosure Statement to disclose to prospective buyers all adverse material facts which concern the Property. Montana law defines an adverse material fact as a fact that should be recognized as being of enough significance as to affect a person's decision to enter into a contract to buy or sell real property and may be a fact that materially affects the value of the Property, that affects the structural integrity of the Property, or that presents a documented health risk to occupants of the Property.

OWNER'S DISCLOSURE

- ☒ Owner has never occupied the Property.
☐ Owner has not occupied the Property since _____ (date).

The Owner declares that the Owner has prepared this Disclosure Statement and any attachments thereto based on any adverse material facts known to the Owner. Owner hereby authorizes providing a copy of this Statement to any person or entity in connection with any actual or anticipated sale of the Property. Owner further agrees to indemnify and hold any and all real estate agents involved, directly or indirectly, in the purchase and sale of the Property, harmless from all claims for damages based upon the disclosures made in this Disclosure Statement along with the failure of the Owner to disclose any adverse material facts known to the Owner.

This information is a disclosure by the Owner of known adverse material facts concerning the Property as of the above date. **It is not a warranty or representation of any kind by the Owner and it is not a contract between Owner and buyer. This disclosure statement is not a substitute for any inspections the buyer may wish to obtain.**

Please describe any adverse material facts concerning the items listed, or other components, fixtures or matters. If space is inadequate, please use the attached Addendum to Owner's Property Disclosure Statement.

1. APPLIANCES: (Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash Compactor, Freezer, Washer, Dryer)
none known

2. COMPONENTS and BUILT-IN SYSTEMS: (Water Softener, Water Conditioners, Exhaust Fans, Central Vacuum System and components, Water Heater, Washer/Dryer Hookups, Ceiling Fan, Intercoms, Remote Controls, T.V. Antenna, Satellite Dish, Central sound systems, Wiring for phone, cable and internet, Security Alarms, Fire Alarms, Smoke Detectors, Garage Door Openers, and Security Gates)
one garage door opener

 Buyer's or Lessee's Initials

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 Owner's Property Disclosure Statement, April 2019
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JPJ / NLF
 Owner's Initials
PEJ DB

- 48 3. ELECTRICAL SYSTEM: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and Overloads)
 49 none known
 50
 51
- 52 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)
 53 a. Faucets, fixtures, etc.
 54 none known
 55
 56
 57 b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding
 58 Tanks, and Cesspools)
 59 n/a
 60
 61
 62 c. Septic Systems permit in compliance with existing use of Property
 63 n/a
 64
 65
 66 Date Septic System was last pumped?
 67 n/a
 68
 69
 70 d. Public Sewer Systems (Clogging and Backing Up)
 71 none known
 72
 73
- 74 5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces, Central Air
 75 Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems, Gas Leaks,
 76 Thermostats, Wall/Window AC Evaporator Coolers, Humidifiers, Propane tanks)
 77 a/c units not operable,
 78
 79
- 80 6. ADDITIONAL HEAT SOURCES: (Gas, Pellet, Wood Stoves or Fireplaces) (Compliance with Air Quality Laws,
 81 Chimney Cleanliness, Chimney Fires and Adherence to Codes in Installation)
 82 none known
 83
 84
- 85 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)
 86 none known
 87
 88
- 89 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window
 90 Screens, Slabs, Driveways, Sidewalks, Fences)
 91 none known
 92
 93
- 94 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water, and Fuel Tanks)
 95 none known
 96
 97
- 98 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)
 99 none known
 100

 Buyer's or Lessee's Initials

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 Owner's Property Disclosure Statement, April 2019
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 Owner's Initials
PEJ Db

- 101 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)
 102 none known
 103
 104
- 105 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)
 106 none known
 107
 108
 109 a. Private well
 110 n/a
 111
 112
 113 b. Public or community water systems
 114 none known
 115
 116
- 117 13. POOLS, OUTDOOR LIVING, ANCILLARY BUILDINGS: (Window Screens, Pool, Spa, Pool/Spa Heater, Hot Tub,
 118 Sauna, Patio/Decking, Built-In Barbecue, Gazebo, Fountains, Water features, Underground Sprinklers systems
 119 and controls, Partially landscaped or un-landscaped yard, Garage, Shop, Barn, Carport)
 120 none known
 121
 122
- 123 14. Waste dump or disposal or landfill or gravel pit or commercial use in the vicinity of the Property, existing or
 124 proposed, which may cause smoke, smell, noise or other nuisance, annoyance or pollution:
 125 none known
 126
 127
- 128 15. ACCESS: (If the Property is not on a public street note any Driveway Agreements, Private Easements and Legal
 129 Disputes Concerning Access)
 130 none known
 131
 132
- 133 16. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):
 134 none
 135
 136
- 137 17. METHAMPHETAMINE: If the Property is inhabitable real property, the Owner represents to the best of Owner's
 138 knowledge that the Property ☐ has ☒ has not been used as a clandestine Methamphetamine drug lab. If the
 139 Property has been used as a clandestine Methamphetamine drug lab Owner agrees to execute the Montana
 140 Association of REALTORS® "Methamphetamine Disclosure Notice" and provide any documents or other
 141 information that may be required under Montana law concerning the use of the Property as a clandestine
 142 Methamphetamine drug lab.
 143
- 144 18. RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act, Owner
 145 represents that to the best of Owner's knowledge the Property ☐ has ☒ has not been tested for radon gas
 146 and/or radon progeny and the Property ☐ has ☒ has not received mitigation or treatment for the same. If the
 147 Property has been tested for radon gas and/or radon progeny, attached are any test results along with any
 148 evidence of mitigation or treatment.
 149
- 150 19. LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, Owner
 151 ☐ has ☒ has no knowledge of lead-based paint and/or lead-based paint hazards on the Property. If Owner has
 152 knowledge of lead-based paint and/or lead-based paint hazards on the Property, attached are all pertinent reports
 153 and records concerning that knowledge.
 154

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 Owner's Property Disclosure Statement, April 2019
 Page 3 of 5

JPJ / NLF
 Owner's Initials
PEJ Db

155 20. MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act, the Owner
 156 represents to the best of Owner's knowledge that the Property ☐ has ☒ has not been tested for mold and that
 157 the Property ☐ has ☒ has not received mitigation or treatment for mold. If the Property has been tested for
 158 mold or has received mitigation or treatment for mold, attached are any documents or other information that may
 159 be required under Montana law concerning such testing, treatment or mitigation.

161 If any of the following items or conditions exist relative to the Property, please check the box and provide
 162 details on the attached addendum.

- 163 1. ☐ Asbestos.
- 164 2. ☐ Noxious weeds.
- 165 3. ☐ Pests, rodents.
- 166 4. ☐ Destructive insects such as termites, pine beetles or carpenter ants. (If the Property has been tested or
 167 treated, attach documentation.)
- 168 5. ☐ Common walls, fences and driveways that may have any effect on the subject property.
- 169 6. ☐ Encroachments, easements, or similar matters that may affect your interest in the subject property.
- 170 7. ☐ Room additions, structural modifications, or other alterations or repairs made without necessary permits or
 171 HOA and HOA architectural committee permission.
- 172 8. ☐ Room additions, structural modifications, or other alterations or repairs not in compliance with building
 173 codes.
- 174 9. ☐ Health department or other governmental licensing, compliance or issues.
- 175 10. ☐ Landfill (compacted or otherwise) on the property or any portion thereof.
- 176 11. ☐ Location in the floodplain, shoreline master plan, wetland or other environmentally sensitive area.
- 177 12. ☐ Settling, slippage, sliding or other soil problems.
- 178 13. ☐ Flooding, draining, grading problems, or French drains.
- 179 14. ☐ Major damage to the property or any of the structures from fire, earthquakes, floods, slides, etc.
- 180 15. ☐ Waste dump or disposal or landfill or commercial use in the vicinity of the Property which causes smoke,
 181 smell, noise or other pollution.
- 182 16. ☐ Hazardous or Environmental Waste: Underground storage tanks or sump pits.
- 183 17. ☐ Neighborhood noise problems or other nuisances.
- 184 18. ☐ Violations of deed restrictions, restrictive covenants or other such obligations.
- 185 19. ☐ Zoning or Historic District violations, non-conforming uses, violations of "setback" requirements, etc.
- 186 20. ☐ Zoning, Historic District or land use change planned or being considered by the city or county.
- 187 21. ☐ Street or utility improvement planned that may affect or be assessed against the Property.
- 188 22. ☐ Property Owner's association obligations (dues, lawsuits, etc.).
- 189 23. ☐ Proposed increase in the tax assessment value or homeowner's association dues for the Property.
- 190 24. ☐ "Common area" problems.
- 191 25. ☐ Tenant problems, defaults or other tenant issues.
- 192 26. ☐ Notices of abatement or citations against the Property.
- 193 27. ☐ Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening the
 194 Property.
- 195 28. ☐ Airport affected area.
- 196 29. ☐ Pet damage
- 197 30. ☐ Property leases including post-closing short-term rental obligations, crop share agreements, mineral leases
 198 or reservations.
- 199 31. ☐ Other matters as set forth in the attached addendum.

201 Owner certifies that the information herein is true, correct and complete to the best of the Owner's knowledge and
 202 belief as of the date signed by Owner.

203
 204 Owner John P. Jordan 08/17/2021 Nancy Lee Field 08/18/2021 Date _____
 205 John P. Jordan, Nancy L. Field 8/18/2021 12:49:01 PM MDT
 206 Owner Robert E. Jordan, D. Ted Jordan 08/18/2021 D. Ted Jordan by Kim Jordan, Executive 08/18/2021 Date _____
 8/18/2021 6:56:16 PM MDT 8/18/2021 6:58:12 PM MDT

Buyer's or Lessee's Initials

207 **Please note the following changes to the foregoing disclosure:**

208

209

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211

212

213

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219

220

221

Owner’s Signature

222

223

224

Owner’s Signature

225

226

221

Date

222

223

224

Date

225

226

227 **BUYER'S ACKNOWLEDGEMENT**

228

229 Subject Property Address:

230

231

232

233 Buyer(s) understand that the foregoing disclosure statement sets forth any adverse material facts concerning the
234 Property that are known to the owner. **The disclosure statement does not provide any representations or**
235 **warranties concerning the Property, nor does the fact this disclosure statement fails to note an adverse**
236 **material fact concerning a particular feature, fixture or element imply that the same is free of defects.**

237
238 Buyer(s) is/are encouraged to obtain professional advice, inspections or both of the Property and to provide for
239 appropriate provisions in a contract between buyer(s) and owner(s) with respect to any advice, inspections or defects.
240 **Buyer(s) are not relying upon this property disclosure statement for buyer(s)' determination of the overall**
241 **condition of the Property in lieu of other inspections, reports or advice.**

242
243 I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

244

245

246 Buyer’s/Lessee’s Signature

247

248

249 Buyer’s/Lessee’s Signature

250

251

246

Date

247

248

249

Date

250

251

NOTE: Unless otherwise expressly stated the term “Days” means calendar days and not business days. Business days are defined as all days except
Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or holiday can be performed on the next business day.

ADDENDUM TO OWNER'S PROPERTY DISCLOSURE STATEMENT

This Addendum is an attachment to the Owner's Property Disclosure Statement regarding certain real property located at 1406 W Copper St, in the City of Butte, County of Silver Bow, Montana, which real property is legally described as:

The Owner hereby discloses the following information:

Owner's Signature Date
 John P. Jordan, Nancy L. Field

Owner's Signature Date
 Robert E. Jordan, D. Ted Jordan

Buyer's/Lessee's Signature Date

Buyer's/Lessee's Signature Date