



SELLER DISCLOSURE OF PROPERTY CONDITION (BASIC)



(To be delivered prior to buyer making Offer to Buy Real Estate)

Property Address: 204 Benton Ave. East, Albion, IA 52531

Property Owner (Seller – please print per title): John W. & Patty Judge

Purpose of Disclosure: Completion of this form is required under Iowa law which mandates Seller disclose condition and information about the property, unless the property is exempt.

Instructions to the Seller: (1) Complete this form yourself. (2) Report known conditions materially affecting the property and utilize ordinary care in obtaining the information. (3) Provide information in good faith and make a reasonable effort to ascertain the required information. (4) Additional pages or reports may be attached. (5) If some items do not apply to your property, write "NA" (not applicable). (6) All approximations must be identified "AP". If you do not know the facts, write or check UNKNOWN. (7) Keep a copy of this statement.

Exempt Properties: Properties exempted from the Seller's disclosure requirement include (IA Code 558A): Bare ground; property containing 5 or more dwellings units; court ordered transfers; transfers by a power of attorney; foreclosures; lenders selling foreclosed properties; transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust. This exemption shall not apply to a transfer of real estate in which the fiduciary is a living natural person and was an occupant in possession of the real estate at any time within the twelve consecutive months immediately preceding the date of transfer; between joint tenants, or tenants in common; to or from any governmental division; quit claim deeds; intra family transfers; between divorcing spouses; commercial or agricultural property which has no dwellings. Seller(s) certifies that the property is exempt from the requirement(s) of Iowa Code 558A because one of the above exemptions apply.

☐ Property is exempt because one or more of the above exemptions apply. (If exempt - **STOP HERE** – skip to signature line)

Seller's Disclosure Statement: Seller discloses the following information regarding the property and certifies this information is true and accurate to the best of my/our knowledge as of the date signed. Seller authorizes Agent to provide a copy of this statement to any person or entity in connection with actual or anticipated sale of the property or as otherwise provided by law. This statement shall not be a warranty of any kind by Seller or Seller's Agent and shall not be intended as a substitute for any inspection or warranty the purchaser may wish to obtain. The following are representations made by Seller and are not the representations of Agent. **The Agent has no independent knowledge of the condition of the property except that which is written on this form. Seller advises Buyer to obtain independent inspections relevant to Buyer.**

I. Property Conditions, Improvements and Additional Information:

- Basement/Foundation:** Has there been known water or other problems? Yes ☒ No ☐ Unknown ☐ If yes, please explain: City storm sewer backed up x1
- Roof:** Any known problems? Yes ☐ No ☒ Unknown ☐ Type shingle (new in 2019) Unknown ☐
Date of repairs/replacement: 2019 Unknown ☐ Describe: _____
- Well and pump:** Any known problems? Yes ☐ No ☐ Unknown ☐ Type of well (depth/diameter), age and date of repair: NA Has the water been tested? Yes ☐ No ☐ Unknown ☐ If yes, date of last report/results: _____
- NA 4. Septic tanks/drain fields:** Any known problems? Yes ☐ No ☐ Unknown ☐ Location of tank _____
Unknown ☐ Age _____ Unknown ☐ Date tank last inspected _____ Unknown ☐
- Sewer:** Any known problems? Yes ☐ No ☒ Any known repairs/replacement? Yes ☐ No ☐ Date of repairs _____
- Heating system(s):** Any known problems? Yes ☐ No ☒ Any known repairs/replacement? Yes ☐ No ☐ Date of repairs _____
- Central Cooling system(s):** Any known problems? Yes ☐ No ☒ Any known repairs/replacement? Yes ☐ No ☐ Date of repairs _____
- Plumbing system(s):** Any known problems? Yes ☐ No ☒ Any known repairs/replacement? Yes ☐ No ☐ Date of repairs _____
- Electrical system(s):** Any known problems? Yes ☐ No ☒ Any known repairs/replacement? Yes ☐ No ☐ Date of repairs _____

Buyer initials _____

Seller initials PJ

10. **Pest Infestation:** (wood destroying insects, bats, snakes, rodents, destructive/troublesome animals, etc.) Any known problems? ☒ Yes ☐ No ☐ Unknown ☐ Date of treatment Heated for bats 2019 Previous Infestation/Structural Damage? Yes ☐ No ☐ Date of repairs _____
11. **Asbestos:** Is asbestos present in any form in the property? Yes ☐ No ☐ Unknown ☒ If yes, explain: _____
12. **Radon:** Any known tests for the presence of radon gas? Yes ☐ No ☒ If yes, who tested? _____
Test results? _____ Date of last report _____ Seller Agrees to release any testing results. If not, Check here ☐
13. **Lead Based Paint:** Known to be present or has the property been tested for the presence of lead based paint? Yes ☐ No ☐ Unknown ☒ If yes, what were the test results? _____
14. **Any known** encroachments, easements, "common areas" (facilities like pools, tennis courts, walkways or other areas co-owned with others), zoning matters, nonconforming uses, or a Homeowners Association which has any authority over the property? Yes ☐ No ☒ Unknown ☐
15. **Features** of the property known to be shared in common with adjoining landowners, such as walls, fences, roads and driveways whose use or maintenance responsibility may have an effect on the property? Yes ☐ No ☒ Unknown ☐
16. **Structural Damage:** Any known structural damage? Yes ☐ No ☒ Unknown ☐
17. **Physical Problems:** Any known settling, flooding, drainage or grading problems? Yes ☐ No ☒ Unknown ☐
18. **Is the property located in a flood plain?** Yes ☐ No ☒ Unknown ☐ If yes, flood plain designation _____
19. **Do you know the zoning classification of this property?** Yes ☒ No ☐ Unknown ☐ What is the zoning? Res
20. **Covenants:** Is the property subject to restrictive covenants? Yes ☐ No ☒ Unknown ☐ If yes attach a copy **OR** state where a true, current copy of the covenants can be obtained: _____
21. **Has there been "major" structural remodeling?** ☐ Yes ☐ No ☒ If yes, please explain: _____
- You MUST explain any "Yes" responses above (Attach additional sheets if Necessary):**
- _____
- _____
- _____

Seller has owned the property since 2013 (date). Seller has indicated above the history and condition of all the items based solely on the information known or reasonably available to the Seller(s). If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold Broker liable for any representations not directly made by Broker or Broker's affiliated licensees (brokers and salespersons). **Seller hereby acknowledges Seller has retained a copy of this statement.**

Seller acknowledges requirement that Buyer be provided with the "Iowa Radon Home-Buyers and Sellers Fact Sheet", prepared by the Iowa Department of Public Health.

Seller [Signature] Seller Patty Judge Date 9/9/24

Buyer hereby acknowledges receipt of a copy of this statement. This statement is not intended to be a warranty or to substitute for any inspection the buyer(s) may wish to obtain.

Buyer acknowledges receipt of the "Iowa Radon Home-Buyers and Sellers Fact Sheet" prepared by the Iowa Department of Public Health.

Buyer _____ Buyer _____ Date _____

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Serial: 049472-800163-0598189

Prepared electronically by: Haskins Farm Mgmt & Real Estate, LLC

Form
Simplicity

If not specified above, the following shall be included property in the sale.

INCLUDED PROPERTY (if any). All property that integrally belongs to, are specifically adapted to, or is part of the real estate (except rental items), whether attached or detached, such as wall to wall carpeting and vinyl, light fixtures and bulbs, ceiling fan(s), mirrors, shelving, shades, rods, blinds, awnings, storm windows, storm doors, screens, plumbing fixtures, sump pump, water heater, water softener, automatic heating equipment, fuel tank, air conditioning equipment (except window), door chimes, alarm devices, built-in items and electrical service cable/fencing, garage door opener and control(s), other attached fixtures, radio and/or attached TV receiving equipment, fencing, trees, bushes, shrubs, plants, appurtenant structures or equipment, storage buildings, and rural water membership shall be considered a part of real estate and included in this sale.

OTHER INCLUDED ITEMS:

marble table on 3rd floor, tv on 3rd floor

EXCLUDED PROPERTY (Items the Seller shall take with them):

washer + dryer

PERSONAL PROPERTY AND DEBRIS. Seller agrees to remove all debris and all personal property not marked as "included" from the property by possession date unless there is a prior written agreement by the parties. Personal Property remaining after possession or closing dates (which ever is later) shall be considered abandoned and may immediately be disposed of in any manner.

Seller has owned the property since 2013 (date). Seller has indicated above the history and condition of all the items based solely on the information known or reasonably available to the Seller(s). If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold Broker liable for any representations not directly made by Broker or Broker's affiliated licensees (brokers and salespersons). Seller hereby acknowledges Seller has retained a copy of this statement.

Seller John W. Seller Patty Judge Date 9-9-2021

Buyer hereby acknowledges receipt of a copy of this statement. This statement is not intended to be a warranty or to substitute for any inspection the buyer(s) may wish to obtain.

Buyer _____ Buyer _____ Date _____

THIS IS A LEGAL DISCLOSURE.

If not understood, consult with the lawyer of your choice.

DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT: LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Address: 204 Benton Ave. East, Albia, IA 52531

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.

SELLER'S DISCLOSURE (initial)

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

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

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

(b) Records and Reports available to the Seller (check one below):

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

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

PURCHASER'S ACKNOWLEDGEMENT (initial)

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

or, ☐ No Records or Reports were available (see (b) above).

(d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home, Lead Poisoning: How to Protect Iowa Families*.

(e) Purchaser has (check one below):

☐ 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


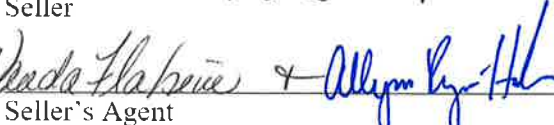
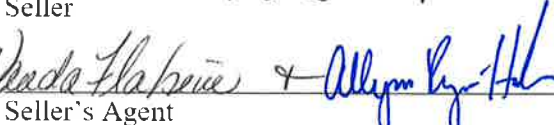
☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead based paint and/or lead-based paint hazards.

AGENT'S ACKNOWLEDGEMENT (initial)

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.

CERTIFICATE OF ACCURACY

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

Seller		Date	9-9-21	Purchaser		Date	
Seller		Date	9-9-21	Purchaser		Date	
Seller's Agent		Date	9-9-21	Purchaser's Agent		Date	