



SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

State Form 46234 (R6/6-14)

Date (month, day, year)

4-15-2022

Note: This form has been modified from the version currently found at 876 IAC 9-1-2 to include questions regarding disclosure of contamination related to controlled substances or methamphetamine as required by

P.L. 180-2014. Rule revisions will be made to 876 IAC 9-1-2 to include these changes in the near future, however the Commission has made this information available now through this updated form.

Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT ACTUAL KNOWLEDGE as of the above date. The prospective buyer and the owner may wish to obtain professional advice or inspections of the property and provide for appropriate provisions in a contract between them concerning any advice, inspections, defects, or warranties obtained on the property. The representations in this form are the representations of the owner and are not the representations of the agent, if any. This information is for disclosure only and is not intended to be a part of any contract between the buyer and the owner. Indiana law (IC 32-21-5) generally requires sellers of 1-4 unit residential property to complete this form regarding the known physical condition of the property. An owner must complete and sign the disclosure form and submit the form to a prospective buyer before an offer is accepted for the sale of the real estate.

Property address (number and street, city, state, and ZIP code) 3211 Oak Court Anderson, IN 46011

1. The following are in the conditions indicated:

A. APPLIANCES	None/Not Included/Rented	Defective	Not Defective	Do Not Know	C. WATER & SEWER SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know	
Built-in Vacuum System					Cistern					
Clothes Dryer					Septic Field/Bed					
Clothes Washer					Hot Tub					
Dishwasher					Plumbing					
Disposal					Aerator System					
Freezer					Sump Pump					
Gas Grill					Irrigation Systems					
Hood					Water Heater/Electric					
Microwave Oven					Water Heater/Gas					
Oven					Water Heater/Solar					
Range					Water Purifier					
Refrigerator					Water Softener					
Room Air Conditioner(s)					Well					
Trash Compactor					Septic and Holding Tank/Septic Mound					
TV Antenna/Dish					Geothermal and Heat Pump					
Other:					Other Sewer System (Explain)					
					Swimming Pool & Pool Equipment					
								Yes	No	Do Not Know
					Are the structures connected to a public water system?					
					Are the structures connected to a public sewer system?					
					Are there any additions that may require improvements to the sewage disposal system?					
					If yes, have the improvements been completed on the sewage disposal system?					
					Are the improvements connected to a private/community water system?					
					Are the improvements connected to a private/community sewer system?					
B. Electrical System	None/Not Included/Rented	Defective	Not Defective	Do Not Know	D. HEATING & COOLING SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know	
Air Purifier					Attic Fan					
Burglar Alarm					Central Air Conditioning					
Ceiling Fan(s)					Hot Water Heat					
Garage Door Opener / Controls					Furnace Heat/Gas					
Inside Telephone Wiring and Blocks/Jacks					Furnace Heat/Electric					
Intercom					Solar House-Heating					
Light Fixtures					Woodburning Stove					
Sauna					Fireplace					
Smoke/Fire Alarm(s)					Fireplace Insert					
Switches and Outlets					Air Cleaner					
Vent Fan(s)					Humidifier					
60/100/200 Amp Service (Circle one)					Propane Tank					
Generator					Other Heating Source					

NOTE: Means a condition that would have a significant "Defect" adverse effect on the value of the property, that would significantly impair the health or safety of future occupants of the property, or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller <i>Howe R. Osburn</i> DR for the Estate of Howard R. Osburn	Date (mm/dd/yy) 04/15/2022	Signature of Buyer	Date (mm/dd/yy)
Signature of Seller	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)

The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.

Signature of Seller (at closing)	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)
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Property address (number and street, city, state, and ZIP code)

2. ROOF	YES	NO	DO NOT KNOW
Age, if known _____ Years.			
Does the roof leak?			
Is there present damage to the roof?			
Is there more than one layer of shingles on the house?			
If yes, how many layers?			

3. HAZARDOUS CONDITIONS	YES	NO	DO NOT KNOW
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?			
Is there any contamination caused by the manufacture or a controlled substance on the property that has not been certified as decontaminated by an inspector approved under IC 13-14-1-15?			
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?			

Explain:

Seller has not lived on property since 2002. Property is part of an estate.

E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS:
(Use additional pages, if necessary)

4. OTHER DISCLOSURES	YES	NO	DO NOT KNOW
Do structures have aluminum wiring?			
Are there any foundation problems with the structures?			
Are there any encroachments?			
Are there any violations of zoning, building codes, or restrictive covenants?			
Is the present use of non-conforming use? Explain:			
Is the access to your property via a private road?			
Is the access to your property via a public road?			
Is the access to your property via an easement?			
Have you received any notices by any governmental or quasi-governmental agencies affecting this property?			
Are there any structural problems with the building?			
Have any substantial additions or alterations been made without a required building permit?			
Are there moisture and/or water problems in the basement, crawl space area, or any other area?			
Is there any damage due to wind, flood, termites, or rodents?			
Have any structures been treated for wood destroying insects?			
Are the furnace/woodstove/chimney/flue all in working order?			
Is the property in a flood plain?			
Do you currently pay for flood insurance?			
Does the property contain underground storage tank(s)?			
Is the homeowner a licensed real estate salesperson or broker?			
Is there any threatened or existing litigation regarding the property?			
Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?			
Is the property located within one (1) mile of an airport?			

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Signature of Seller <i>Am R. Osburn PR for the Estate of Howard R. Osburn</i>	Date (mm/dd/yy) <i>04/15/2022</i>	Signature of Buyer	Date (mm/dd/yy)
Signature of Seller	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)
The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.			
Signature of Seller (at closing)	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)



FORM #03.



LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
(SALES)

For use only by members of the Indiana Association of REALTORS®

PROPERTY ADDRESS: 3211 Oak Court Anderson, IN 46011

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 DISCLOSURE

(a.) Presence of lead-based paint and/or lead-based paint hazards: **(check (i) or (ii) below)**

- (i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
- (ii) ☒ 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 (i) or (ii) below)**

- (i) ☐ Seller has provided the buyer with all available records and reports including *Seller's Residential Real Estate Sales Disclosure form*, if applicable, pertaining to lead-based paint and/or lead-based paint hazards in the housing (list and attach documents below): _____
- (ii) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

BUYER'S ACKNOWLEDGEMENT (initial)

- (c.) _____ Buyer has received copies of all information listed above.
- (d.) _____ Buyer has received the pamphlet Protect Your Family From Lead In Your Home.
- (e.) _____ Buyer has **(check (i) or (ii) below)**:
- (i) ☐ 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**
- (ii) ☐ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

BROKER'S ACKNOWLEDGMENT (initial)

- (f.) IF Broker has informed the seller of seller's obligations under the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) and is aware of Broker's responsibility to ensure compliance. **(NOTE: where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.)**

(Property Address)

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.

This *Certification and Acknowledgment* may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this *Certification and Acknowledgment* may be transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original document shall be promptly delivered, if requested.

PR for
the Estate of Howard R. Ogburn 04/15/2022
SELLER'S SIGNATURE _____ DATE _____ BUYER'S SIGNATURE _____ DATE _____

PRINTED _____ PRINTED _____

SELLER'S SIGNATURE _____ DATE _____ BUYER'S SIGNATURE _____ DATE _____

PRINTED _____ PRINTED _____

Bennett D. Flecher *4-15-2022*
LISTING BROKER _____ DATE _____ SELLING BROKER _____ DATE _____



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(Property Address)