MISSISSIPPI REAL ESTATE COMMISSION

Property Condition Disclosure Statement (PCDS)

The following is a Property Condition Disclosure Statement (PCDS) required by §89-1-501 through §89-1-527 of the Mississippi Code, made by the SELLER(S) concerning the condition of the RESIDENTIAL PROPERTY (1 TO 4 UNITS) located at:

Mississippi Code, made by the SELLER(S) conc	erning the condition of the RESIDENTIAL	PROPERTY (1 TO 4 UNITS) located at
ADDRESS: 405 County Road 144, Tishomingo, MS	38873	
SELLER(S): Timothy T. Wigginton, Debbi	e K. Wigginton	Year Built: 1982
Note to Buyer: If the structure was built before 197	78, you are encouraged to investigate the	possible presence of lead-based paint
IS A PCDS NECESSARY? Instructions to Seller(s): If no seller has occupied (I mark the two boxes below, sign in attestation of the true. No Seller has occupied the property, AND	uth of these representations, and leave the re	y knowledge of the property's condition, emainder of the PCDS blank.
Signature(s) of Seller(s) Timothy T. Wigginton	Debbie K. Wigginton	Date
IS A PCDS NECES	SARY? - STATUTORY EXC	CLUSIONS
The Property Condition Disclosure statutes require delivered to a buyer prior to the signing by the buyer statutory exclusion to the contrary for the seller. The the requirement to provide a fully completed PCDS Code. (Check all that apply, sign in attestation of the	er of an offer to purchase or a binding con e following is a "summary" of those transfer S. A more thorough explanation is provide	ntract of sale unless there is a specific rs which are EXCLUDED (in part) from ed in §89-01-501(2) of the Mississippi
Transfers pursuant to a court order, to include the Transfer by order of a probate court in the adm Transfer pursuant to a writ of execution. Transfer by any foreclosure sale. Transfer by a Trustee in Bankruptcy. Transfer by an eminent domain proceeding. Transfer from a decree for specific performance. Transfer by a fiduciary in the administration of	ninistration of an estate. ce. an estate, guardianship, conservatorshi	p or trust.
Transfers by a Mortgagor who is in default to the late of transfer to a beneficiary of a deed of trust. Transfer by a foreclosure sale after default on Transfer by a mortgagee or a beneficiary follow Transfer by a deed in lieu of foreclosure.	a mortgage.	
Other Transfers to include the following: Transfer of real property on which no dwelling Transfer from one co-owner to one or more co- Transfer to a spouse (including due to divorce/ Transfer to or from any governmental entity.	-owners.	ine of consanguinity.
ignature(s) of Seller(s)		Date

Timothy T. Wigginton

GENERAL INSTRUCTIONS

This document is a disclosure of the condition of residential property known by the **SELLER** on the date this statement was completed, and it is based on the seller's actual knowledge of the property. It is **NOT a warranty of any kind** by the seller or any Real Estate Licensee participating in any capacity in this transaction and this PCDS is not a substitute for any inspection(s) or test(s). The buyer is encouraged to obtain their own independent professional inspections and environmental tests and is encouraged to check public records pertaining to the property. However, the buyer may rely on the information contained herein when deciding to negotiate the terms for the purchase of this residential real estate. This statement may be made available to other parties and is to be **signed and dated by the SELLER(S)**.

Instructions to Seller(s):

- a. Complete this form yourself.
- b. Answer all questions based upon your actual (personal) knowledge of the residential property.
- c. Attach additional pages with your signature if additional space is required to describe the condition(s).
- d. If some items do not apply to your property, check "NA" (Not Applicable). If you do not know the answer to a question, you should check "UNK" (Unknown).

Note to Seller(s):

A knowingly false or incomplete statement by the seller on this form may subject the seller to claims by the buyer prior to or after the transfer of title. In the event a seller fails to perform the statutory duty to deliver a PCDS prior to the signing by the buyer of an offer to purchase or a binding contract of sale, the buyer will be allowed (upon the subsequent receipt of a PCDS or material amendment thereto) to terminate the contract (including a full return of earnest money) by delivery of a written notice of termination within three (3) days after in-person delivery of a PCDS (or material amendment thereto), or within five (5) days after delivery by deposit in the mail of a PCDS (or material amendment thereto).

Note to Buyer(s):

If the seller does not give you a completed PCDS before you make a written offer to purchase the property (or sign a contract to purchase), you may terminate any resulting contract without penalty to you as the buyer (your earnest money will be fully returned). To terminate the contract, you must deliver to the seller or the seller's agent a written notice of termination within three (3) days of your in-person receipt of a PCDS (or material amendment thereto) from the seller (or within five (5) days of the seller's depositing a PCDS (or material amendment thereto) in the mail to you).

SELLER'S STATEMENT OF PROPERTY'S CONDITION

The seller makes the representations on this PCDS based upon the seller's actual (personal) knowledge of the property for delivery to a prospective buyer of the residence. The following are representations made by the seller and are not the representations of any real estate licensee involved in the transaction.

I. GENERAL INFORMATION

1.	Does the seller currently have ownership of the residence?	V	Yes		No	Ш	Unk	NA
2.	Does the seller currently occupy the residence?	V	Yes		No		Unk	NA
3.	Are there certificates of occupancy related to the property?		Yes	V	No		Unk	NA
4.	Is the residence a condominium?		Yes	V	No		Unk	NA
5.	Is the residence a modular/mobile home on a permanent foundation?		Yes	/	No		Unk	NA
6.	Was the residence built in conformity to approved building codes?		Yes		No		Unk	NA
7.	What dates have the seller occupied the residence?	ot. 198	1 +	C	do	te	-	
8.	What is the approximate square footage of the heated/cooled living area?	1,225 5	q. F	+_				
9.	How or by whom was the heated/cooled square footage area determined?	nonex	•					

	II. ROOF	
1	. Are you aware whether all or any portion of the roof has been repaired or replaced?	No Unk NA
	If Yes, please explain here (attach additional pages if necessary).	
	Replaced 2023	
2.	To your knowledge, are there any written warranties presently in place for the roof? If Yes, please provide a copy.	No Unk NA
3.	Are you aware of any current leaks or defects with the roof such as structural issues, dry rot, water backups, moisture issues, wind damage, or hail damage?	No Unk NA
	If Yes, please explain here (attach additional pages if necessary).	
4.	The roof is \underline{Q} years old.	
	III. UTILITIES, INTERNET, AND TELEVISION SERVICES	
	Utilities Service Provider (state NA if Not Applicable)	Average Monthly Bill
	Electricity Tish. Co. Elec. Power	\$ 125-\$200
	Natural Gas Tish. City	# 10 - \$140
	Water City of Iluka	¥ 15
	Garbage Collection Tish. Co.	N O
	Propane —	
	Solar Panels —	
	(other) Tish. Connect gigabyte Dkg.	N 10
	30 1 1 0	
	If applicable, Propane Tank is: Owned, Leased. If leased, the fee is \$	per: Month 🗌 , Year 🗌 .
1.	Is your drinking water from a private well?	No Unk NA
	a) If YES, has the water quality been tested for safety?	No Unk NA
	If YES, please attach the Water Safety Report (if available).	
2.	The sewage system is: ☐ Public ☐ Private ☑ Septic ☐ Cesspool ☐ Treatment ☐	Lift Other
	If an individual system, provide:	
	Manufacturer Name:	
	Location on Property:	
	Is a sewage pump installed?	No Unk NA
	If an individual system, has it been inspected by the proper state/county/ Health Department officials?	No Unk NA
	If an individual system, what is the date of the last servicing?	
	How many bedrooms are allowed by the individual wastewater permit? NA	
3.	Is cable Television available at the site?	No Unk NA
	What type of internet service is available at the site? DSL Cable Fiber Optic Sa	itellite Unk NA
	If internet service is currently available, who is the provider? Tishamingo Connec	t

IV. STRUCTURAL ITEMS & SOILS Unk 1. Are you aware of any settlement/heaving of soils, any collapsible or expansive soils or poorly compacted fill on the Property? 2. Are you aware of any past or present movement, shifting, deterioration or other problems with the walls (interior or exterior) or the foundation of the Property? 3. Are you aware of any tests to determine the composition/compaction of soil or the presence of any "expandable soils" being present on the Property? 4. Are you aware of any foundation repairs made in the past? Unk NA a) If YES, is there a written report? Yes No Unk NA b) If YES, is there a warranty which can be transferred to the buyer? Yes No Unk NA 5. To your knowledge, are any foundation repairs currently needed? Unk 6. Except for "Cosmetic Upgrades" (carpet, paint, wallpaper) have you remodeled, made any additions, structural modifications, or other alterations or improvements to the property? Remodeled cornert 2003. House inside remodel 23/24

	a) If YES, please attach a detailed description of all work completed, the name of the building contractor who completed the work and the completion date of the work.
7.	Were all necessary work PERMITS and approvals secured in compliance with local, city and county building codes?
	If Yes, please explain here (attach additional pages if necessary).
8.	Are you aware if there has ever been damage to any portion of the (residence) structure because of the following: Fire
9.	Are you aware of the presence of, or damage (repaired or unrepaired) caused by, termites or wood-destroying insects? Yes VNo Unk NA
	If Yes, please explain here (attach additional pages if necessary).
	Are you aware of the presence of animals or animal infestations on the property and/or in the residence? Yes No Unk NA If Yes, please explain here (attach additional pages if necessary).

			p during your	ownersnip, are you awar	e or any	problems, mairunctio
or defects with any o	t the followin				######################################	
Interior Walls	Yes 🗹 N	lo 🗌 Unk	☐ NA	Exterior Walls	Yes	✓ No Unk □
Fireplace [Yes 🔽 N	lo 🗌 Unk	☐ NA	Chimney	Yes	No Unk
Windows [Yes 🔽 🕽	lo 🗌 Unk	□ NA	Skylights	Yes	□ No □ Unk ☑
Doors/Door Trim [Yes 🔽 🕽	lo 🗌 Unk	☐ NA	Rain Gutters	Yes	No Unk
Ceiling	Yes V	lo 🗌 Unk	☐ NA	Driveway	Yes	No Unk
Flooring	Yes N	lo Unk	□NA	Irrigation Sys	Yes	No Unk
Sinks/Wet Bar	Yes V	lo Unk	□NA	French Drain	Yes	Mo ☐ Unk ☐
Shower	Yes N		□ NA	Patio	Yes	No Unk
Sauna	= =	lo Unk	NA	Outdoor Fireplace		No Unk
Jetted Bathtubs		lo Unk	NA	Outdoor Kitchen	Yes	No Unk
Lighting [Yes V		□ NA	Soffit(s)/Fascia(s)		No Unk
Ceiling Fans	Yes N		□ NA	Stucco/Dryvit	Yes	No Unk
Electrical Outlets	Yes N		□ NA	Garage Door	Yes	No Unk
Locks	Yes N		□ NA	Garage Door	Yes	□ No □ Unk □ I
LUCKS	Yes N		□ NA		Yes	No Unk
\	_ res iv	O _ Olik	□ INA		□ res	
If Yes, please explain	n here (attacl	n additional	pages if necess	ary).		
If Yes, please attack survey (attach addition			and indicate by	whom the survey was co	ompleted	and the date of the
Are you aware of the existence of any of the following? Add additional distinct issues below, use a separate page if needed: Property tax:						
If Yes, please explain	here (attach	additional p	ages if necessa	ry).		3,113
2 2 2 2		ā	10910	000d		

3.	Are you aware if any portion of the Property (including a part of the site) is currently located in a FEMA Designated Flood Hazard Zone? a) If Yes, what is the flood zone classification of the Flood Hazard Zone?	Yes No Unk NA
4.	Has the residence ever been flooded by rising water from the outside?	Yes No Unk NA
5.	Is flood insurance currently required? a) If Yes, please indicate the premium currently being paid and the date that the premium was last adjusted. Date Paid	Yes No Unk NA Date Last Adjusted
6.	Are you aware if any portion of the Property (Site) is currently designated as be located within a WETLANDS area and is subject to specific restrictive uses?	eing Yes No Unk NA
7.	Are you aware of any occurrence of water penetration or damage (at any time, Walls Yes No Unk NA Window Doors Yes No Unk NA Crawl S Attic Yes No Unk NA Baseme	ys Yes No Unk NA
8.	Are you aware of water penetration or damage FOR ANY REASON, because of Flooding	nage
	VI. BUILT-IN APPLIANCES, SYSTEMS AND MECHANICAL EQUIPMEN	T REMAINING WITH RESIDENCE

Instructions to Seller(s):

- a) If an item listed below does not exist or will be uninstalled and removed from the residence before closing, CROSS THROUGH the name of the item using a line or "X," so that the list below will reflect the items remaining with the residence.
- b) If other distinct built-in appliances, systems, or mechanical equipment exist and will remain, add them in the blanks provided below or use a separate page.
- c) Indicate whether the item is powered by gas or electricity, and the age in years of the item (if age not known, indicate "Unknown").
- d) Where a "(#)" appears in the entries below, indicate, in the blank space provided immediately thereafter, how many of the item will remain with the property.

ITEM	GAS/ELECTRIC	AGE	ITEM	GAS/ELECTRIC	AGE
Built-In Cooktop			Garbage Disposal		
Built-In Oven(s)			Garage Door Opener(s) (a	#)	
Built-In Dishwasher	Electric	Qurs.	Central Air (#)	Both	6 UM.
Built-In Microwave	Electric	aurs.	Central Heat (#)		
Built-In Ice Maker			Water Heaters (#)	Electric	18 ycs
Built-in Trash Compactor			Tankless Heater (#)		100
Built-in Range	Gas	2 yrs.	Ductless HVAC		
Built-In Refrigerator	Electric	Tyrs.	Mini Solit		lur.
		14.	111111111111111111111111111111111111111		14.
			oplain the problem here (attach a r thereby indicates being unawar	. •	у).
	this box or on an attache		r thereby indicates being unaward	. •	у).
If no explanation(s) appear in a second of the second of t	this box or on an attached value of the date signed accurate a Property Condition of the date of the d	d page, selled III. CERTII perty Condit d by the selected by the selected by the selected by the buy tion Disclos	r thereby indicates being unaward	true and complete to the real property acquires known overt, however, sha	e seller's nowledge all delive

00	1 1
BUYER acknowledges receipt of a copy of this statement and buyer understand certain conditions and information concerning the property known to the seller. seller and is not a substitute for any home, pest, hazardous waste, or other inspection(s) of the public records.	It is not a warranty of any kind by the
Buyer's Signature(s)	
X	Date
x	Date
SELLER'S CLOSING CERTIFICATION: Seller <u>certifies at closing</u> that the information remains true and complete to the seller's actual (personal) knowledge <u>as of the date</u>	
Seller's Signature(s) at closing	
X	Date of closing
X	Date of closing

Instructions: Supplemental Materials

For your convenience, the following model forms are provided for possible use with the PCDS:

- An "additional page," as referenced in the PCDS to be used for additional explanations, if necessary.
- 2. An "Amendment" to the PCDS if circumstances require seller to amend the original PCDS.

PCDS

Additional Explanation Page

Instructions to Seller(s):

The PCDS often presents boxes in which to provide explanatory details on various topics, including an instruction to "attach additional pages if necessary."

This page may be used as such an additional page. Seller should indicate in the main body of the PCDS that an additional page has been attached when such is needed.

To avoid confusion on what is being explained, identify the item for which additional explanation is being provided by providing Roman Numeral for the subject Section, and the Number for item in that Section being explained (for example, "IV. 8." would reference Section IV., "Structural Items and Soils," Item 8: (regarding damage from fire, hail, etc.)).

Write your explanation in the box below. More than one item may be discussed if space allows, or, use more pages.

MISSISSIPPI REAL ESTATE COMMISSION

Amendment to the Property Condition Disclosure Statement (PCDS)

Instructions to Seller(s):

You may use this model form to Amend an existing PCDS by completing this Amendment form and attaching it to the front of the existing PCDS. Using the same process, multiple consecutive amendments may be made over time.

Note to Buyer(s) and Seller(s):

Note that Amendment of a PCDS has the effect of <u>providing the PCDS for the first time</u>, in that relevant timelines and legal options available to the buyer begin anew upon the seller's providing an Amendment to an existing PCDS.

Seller(s) [name(s)]	Timothy T. Wigginton, Debbie K. Wigginton	, hereby amend the attached
PCDS previously signed and	d dated by the seller(s) on [date]	, by revising said PCDS as follows:
	on in this Property Condition Disclosure Statement (as ame	
Statement to the buyer as soon	Disclosure Statement provided previously, the seller shall d as practicable. In no event, however, shall a seller be requ ransfer of title from the seller to the buyer or occupancy by	uired to provide an amended Property Condition
Seller's Signature(s)		
Χ		Date
X		Date
conditions and information con-	JENT of a copy of this statement and buyer understands to cerning the property known to the seller. It is not a variance waste, or other inspections or testing of the prop	warranty of any kind by the seller and is not a
Buyer's Signature(s)		
Κ		Date
Κ		Date