SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

State Form 46234 (R8 / 7-25)

Date (month, day, year)
__/__/__

Property address (number and street, city, state, and ZIP code)
516 Prairie, Elkhart, IN 46516

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 following information is not the representations of the real estate broker, if any. The form applies to residential real estate and purchases. Also, 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. IC 32-21-5-1(b) states that this form is **not** required for:

1. Transfers ordered by a court, including transfers
   - A. in the administration of an estate;
   - B. by foreclosure sale;
   - C. by a trustee in bankruptcy;
   - D. by eminent domain;
   - E. from a decree of specific performance;
   - F. from a decree of divorce; or
   - G. from a property settlement agreement.
2. Transfers by a mortgagee who has acquired the real estate at a sale conducted under a foreclosure decree or who has acquired the real estate by a deed in lieu of foreclosure.
3. Transfers by a fiduciary in the course of the administration of the decedent's estate, guardianship, conservatorship, or trust.
4. Transfers made from at least one (1) co-owner solely to at least one (1) other co-owner.
5. Transfers made solely to any combination of a spouse or an individual in the lineal line of consanguinity of at least one (1) of the transferors.
6. Transfers made because of the record owner's failure to pay any federal, state, or local taxes.
7. Transfers to or from any governmental entity.
8. Transfers involving the first sale of a dwelling that has not been inhabited.
9. Transfers to a living trust.

Purpose of Disclosure Form: Completion of this form shall satisfy the requirements of IC 32-21-5-7 that mandates the seller's disclosure of conditions relevant to the listed property. This disclosure is based on the Seller's current knowledge of the property's conditions and the improvements thereon, however that knowledge was gained. This disclosure form shall not be a warranty by the Seller and shall not be used as a substitute for an inspection or warranty that the purchaser may wish to obtain. This form is a statement of the conditions and other information about the property known by the Seller. 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 part of any contract between the Buyer and the Seller. The Seller 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 property. The Buyer is encouraged to obtain his or her own professional inspections of this property. A Buyer may not invalidate a real estate transaction or a contract to purchase real estate due to the Buyer's failure to sign a Seller's disclosure form that has been received or acknowledged by the Buyer.

Instructions to the Seller(s): (1) Answer every question truthfully. (2) Report all known conditions affecting the property, regardless of how you know about them or when you learned. (3) Attach additional pages, if necessary, with your signature and the date and time of signing. (4) Complete this form yourself. (5) If an item does not apply to your property or is rented, mark "not applicable/rented." (6) If you truthfully do not know the answer to a question, mark "unknown." (7) If you learn any fact prior to closing that changes one or more of your answers to this form after you have completed and submitted it, immediately notify any potential buyer of the change in writing.

NOTE: "Defect" means a condition that would have a significant 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.

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Signature of Seller	Date (*mm / dd / yyyy*)	Signature of Buyer	Date (*mm / dd / yyyy*)
JS Fizell / Member	10-22-26		
Signature of Seller	Date (*mm / dd / yyyy*)	Signature of Buyer	Date (*mm / dd / yyyy*)

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.

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1. The following are in the conditions indicated:

A. APPLIANCES	Not Applicable / Rented	Defective	Not Defective	Unknown
Built-in Vacuum System	X			
Clothes Dryer				X
Clothes Washer				X
Dishwasher				X
Disposal	X			
Freezer	X			
Gas Grill	X			
Hood	X			
Microwave Oven				X
Oven	X			
Range				X
Refrigerator				X
Room Air Conditioner(s)				X
Trash Compactor	X			
TV Antenna / Dish	X			
Other:				

B. ELECTRICAL SYSTEM	Not Applicable / Rented	Defective	Not Defective	Unknown
Security Systems(s)				X
Ceiling Fan(s)				X
Garage Door Opener / Controls	X			
Inside Telephone Wiring and Blocks / Jacks	X			
Light Fixtures				X
Sauna	X			
Smoke / Fire Alarms				X
Carbon Monoxide Detectors	X			
Switches and Outlets				X
Vent Fan(s)				X
☐ 60 ☒ 100 ☐ 200 Amp Service				
Generator	X			

C. WATER & SEWER SYSTEM	Not Applicable / Rented	Defective	Not Defective	Unknown
Cistern	X			
Septic Field / Bed	X			
Septic & Holding Tank / Septic Mound	X			
Hot Tub	X			
Plumbing				X
Aerator System	X			
Sump Pump	X			
Irrigation Systems	X			
Water Heater / Electric				X
Water Heater / Gas	X			
Water Heater / Solar	X			
Water Purifier	X			
Water Softener				X
Well	X			
Geothermal and Heat Pump	X			
Other Sewer System *(Explain)*				
Swimming Pool & Pool Equipment	X			

	Yes	No	Unknown
Are the structures connected to a public water system?	X		
Are the structures connected to a public sewer system?	X		
Are there any additions that may require improvements to the sewage disposal system?		X	
If yes, have the improvements been completed on the sewage disposal system?			
Are the structure(s) connected to a private / community water system?		X	
Are the structure(s) connected to a private / community sewer system?		X	

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D. HEATING & COOLING SYSTEM	Not Applicable / Rented	Defective	Not Defective	Unknown
Attic Fan	X			
Boiler / Radiator	X			
Central Air Conditioning				
Electric Heat Pump				X
Furnace Heat / Gas				X
Furnace Heat / Electric	X			
Geothermal	X			
Solar House-Heating	X			
Woodburning Stove	X			
Fireplace	X			
Fireplace Insert	X			
Air Cleaner	X			
Humidifier	X			
Propane Tank	X			
Other Heating Source				

2. ROOF	Yes	No	Unknown
Age, if known: 15 Years.			X
Does the roof leak?		X	
Is there present damage to the roof?		X	
Is there more than one layer of shingles on the house?		X	
If yes, how many layers? _____			
3. WATER HEATER			
Age, if known: 11 Years.			
4. FURNACE			
Age, if known: 15 Years.			
5. CENTRAL AIR CONDITIONING			
Age, if known: 15 Years.			

6. HAZARDOUS CONDITIONS	Yes	No	Unknown
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?		X	
Is there contamination caused by the manufacture of a controlled substance on the property that has not been certified as decontaminated by an inspector approved under IC 15-19-3.1?		X	
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?		X	

Explain:

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7. OTHER DISCLOSURES	Yes	No	Unknown
Do structures have aluminum wiring?		X	
Are there any foundation problems with the structures?		X	
Are there any encroachments?			X
Are there any violations of zoning, building codes, or restrictive covenants?			X
Does the property have a shared driveway with another property?		X	
Is the property subject to covenants, conditions and / or restrictions of a homeowner's association?		X	
Is the property subject to a homeowner's association assessment? If yes, what is the current amount? _____		X	
Is this property located within a locally designated historic district under IC 36-7-11?			X
Is the present use a non-conforming use? Explain:		X	
Is the access to your property via a private road?		X	
Is the access to your property via a public road?	X		
Is the access to your property via an easement?		X	
Have you received any notices by any governmental or quasi-governmental agencies affecting this property?		X	
Are there any structural problems with the building?			X
Have any substantial additions or alterations been made without a required building permit?		X	
Are there moisture and/or water problems in the basement, crawl space area, or any other area?			X
Is there any damage due to wind, flood, termites or rodents?			X
Have any structures been treated for wood destroying insects?			X
Is the property or a portion of the property located within a community's flood plain boundaries, as indicated in a Federal Emergency Management Agency Flood Insurance Rate Map? See https://msc.fema.gov/portal/home.		X	
Do you currently pay flood insurance?		X	
Is the property located near a military installation, within a state area of interest ((as defined in IC 36-7-30.2-6) and may be impacted to some degree by the effects of the installation's military operations? If yes, local laws may restrict use and development of the property to promote compatibility with military installation operation.		X	
Does the property contain underground storage tank(s)?		X	
Is the homeowner a licensed real estate broker?		X	
Is there any threatened or existing litigation regarding the property?		X	
Is the Owner subject to the Foreign Investment in Real Property Tax Act? See http://www.irs.gov/publications/p515/index.html.		X	
Is the property located within one (1) mile of an airport?		X	
Is the property subject to a conservation easement as defined in IC 32-23-5-2?		X	

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

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