



SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE
State Form 46234 (R/1293)

Date (month, day, year)
December 17, 2009

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, ZIP code) **2505 Moller Road
Speedway, IN 46224**

1. The following are in the conditions indicated:

A. APPLIANCES					C. WATER & SEWER SYSTEM				
None/Not Included	Defective	Not Defective	Do Not Know	None/Not Included	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)					
								Yes	No
								✓	
				Are the improvements connected to a public water system?				✓	
				Are the improvements 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					D. HEATING & COOLING SYSTEM				
None/Not Included	Defective	Not Defective	Do Not Know	None/Not Included	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					
				Other Heating Source:					

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.

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: *Lee Paul* Date: *10/17/09* Signature of Buyer: _____ Date: _____

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: *Lee Paul* Date: *10/17/09* Signature of Seller: _____ Date: _____

Property Address (number and street, city, state, ZIP code)				2505 Moller Road Speedway, IN 46224			
2. ROOF	Yes	No	Do Not Know	4. OTHER DISCLOSURES	Yes	No	Do Not Know
Age, if known: _____ Years			<input checked="" type="checkbox"/>	Do improvements have aluminum wiring?		<input checked="" type="checkbox"/>	
Does the roof leak?		<input checked="" type="checkbox"/>		Are there any foundation problems with the improvements?		<input checked="" type="checkbox"/>	
Is there present damage to the roof?		<input checked="" type="checkbox"/>		Are there any encroachments?		<input checked="" type="checkbox"/>	
Is there more than one roof on the house? If so, how many layers? _____			<input checked="" type="checkbox"/>	Are there any violations of zoning, building codes, or restrictive covenants?		<input checked="" type="checkbox"/>	
3. HAZARDOUS CONDITIONS	Yes	No	Do Not Know	Is the present use a nonconforming use? Explain:		<input checked="" type="checkbox"/>	
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?			<input checked="" type="checkbox"/>	Is the access to your property via a private road?		<input checked="" type="checkbox"/>	
Explain:				Is the access to your property via a public road?	<input checked="" type="checkbox"/>		
				Is access to your property via an easement?		<input checked="" type="checkbox"/>	
				Have you received any notices by any governmental or quasi-governmental agencies affecting this property?		<input checked="" type="checkbox"/>	
				Are there any structural problems with the building?		<input checked="" type="checkbox"/>	
				Have any substantial additions or alterations been made without a required building permit?		<input checked="" type="checkbox"/>	
				Are there moisture and/or water problems in the basement, crawl space area, or any other area?		<input checked="" type="checkbox"/>	
				Is there any damage due to wind, flood, termites, or rodents?		<input checked="" type="checkbox"/>	
				Have any improvements been treated for wood destroying insects?			<input checked="" type="checkbox"/>
				Are the furnace/woodstove/chimney/flue all in working order?	<input checked="" type="checkbox"/>		
				Is the property in a flood plain?		<input checked="" type="checkbox"/>	
				Do you currently pay flood insurance?		<input checked="" type="checkbox"/>	
				Does the property contain underground storage tank(s)?		<input checked="" type="checkbox"/>	
				Is the homeowner a licensed real estate salesperson or broker?	<input checked="" type="checkbox"/>		
				Is there any threatened or existing litigation regarding the property?		<input checked="" type="checkbox"/>	
				Is the property subject to covenants, conditions, and/or restrictions of a homeowner's association?		<input checked="" type="checkbox"/>	
				Is the property located within one (1) mile of an airport?		<input checked="" type="checkbox"/>	

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

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>[Signature]</i>	Date: <i>10/17/09</i>	Signature of Buyer:	Date:
Signature of Seller:	Date:	Signature of Buyer:	Date:
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: <i>[Signature]</i>	Date: <i>10/17/09</i>	Signature of Seller:	Date:

(Indiana Real Estate Commission; 876 IAC 1-4-2; filed June 1, 1994, 5:00 p.m. : 17 IR 2352)



Form #03. IAR 2009



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

1 **PROPERTY ADDRESS:** 2505 Moller Road, Speedway, IN 46224
2

3 **LEAD WARNING STATEMENT**

4 *Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that*
5 *such property may present exposure to lead from lead-based paint that may place young children at risk of developing*
6 *lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning*
7 *disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a*
8 *particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer*
9 *with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and*
10 *notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint*
11 *hazards is recommended prior to purchase.*

12
13 **SELLER'S DISCLOSURE**

14 (a.) Presence of lead-based paint and/or lead-based paint hazards: *(check (I) or (II) below)*

15
16 (I) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
17 _____
18 _____

19 (II) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
20
21

22 (b.) Records and reports available to the seller: *(check (I) or (II) below)*

23 (I) Seller has provided the buyer with all available records and reports including *Seller's Residential Real Estate*
24 *Sales Disclosure* form, if applicable, pertaining to lead-based paint and/or lead-based paint hazards in the
25 housing (list and attach documents below): _____
26 _____
27 _____

28 (II) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
29

30 **BUYER'S ACKNOWLEDGMENT (Initial)**

31 (c.) Buyer has received copies of all information listed above.

32 (d.) Buyer has received the pamphlet Protect Your Family From Lead In Your Home.

33 (e.) Buyer has *(check (I) or (II) below)*:

34 (I) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for
35 the presence of lead-based paint and/or lead-based paint hazards;

36 **OR**

37 (II) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or
38 lead-based paint hazards.

39 **BROKER'S ACKNOWLEDGMENT (Initial)**

40 (f.) Broker has informed the seller of seller's obligations under the Residential Lead-Based Paint Hazard
41 Reduction Act of 1992 (42 U.S.C. 4852d) and is aware of Broker's responsibility to ensure compliance.
42 (NOTE: where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.)
43
44

2505 Moller Road, Speedway, IN 46224
(Property Address)

45 **CERTIFICATION OF ACCURACY**

46 The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they
47 have provided is true and accurate.
48

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

54					
55					
56	BUYER'S SIGNATURE	DATE	SELLER'S SIGNATURE	DATE	
57					
58	PRINTED		PRINTED		
59					
60					
61					
62	BUYER'S SIGNATURE	DATE	SELLER'S SIGNATURE	DATE	
63					
64	PRINTED		PRINTED		
65					
66					
67	SELLING BROKER	DATE	LISTING BROKER	DATE	
68					

Lee Paul (Hoosier Home Rental 3) 12/17/2009

Hoosier Home Rentals 3 *Lee Paul*

Hoosier Home Rental (3) LLC *Lee Paul*

Ken R Fisher 12/17/2009
Ken R Fisher & Associates, Inc



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(Property Address)