



SELLER'S PROPERTY DISCLOSURE STATEMENT

Property Address 77768 Gillispie Rd DORENA, OR 97434

INSTRUCTIONS TO THE SELLER

- 1 Please complete the following form. Do not leave any spaces blank. Please refer to the line number(s) of the question(s) when you provide your
2 explanation(s). If you are not claiming an exclusion or refusing to provide the form under ORS 105.475 (4), you should date and sign each page of this
3 disclosure statement and each attachment.
- 4 Each seller of residential property described in ORS 105.465 must deliver this form to each buyer who makes a written offer to purchase. Under ORS 105.475
5 (4), refusal to provide this form gives the buyer the right to revoke their offer at any time prior to closing the transaction. Use only the section(s) of the form that
6 apply to the transaction for which the form is used. If you are claiming an exclusion under ORS 105.470, fill out only Section 1.
- 7 An exclusion may be claimed only if the seller qualifies for the exclusion under the law. If not excluded, the seller must disclose the condition of the property or
8 the buyer may revoke their offer to purchase anytime prior to closing the transaction. Questions regarding the legal consequences of the seller's choice should
9 be directed to a qualified attorney.

DO NOT FILL OUT THIS SECTION UNLESS YOU ARE CLAIMING AN EXCLUSION UNDER ORS 105.470

- 11 Section 1. EXCLUSION FROM ORS 105.465 TO 105.490:
12 You may claim an exclusion under ORS 105.470 only if you qualify under the statute. If you are not claiming an exclusion, you must fill out Section 2 of this
13 form completely.
14 Initial only the exclusion you wish to claim.
15 _____ This is the first sale of a dwelling never occupied. The dwelling is constructed or installed under building or installation permit(s) # _____
16 issued by _____.
17 _____ This sale is by a financial institution that acquired the property as custodian, agent or trustee, or by foreclosure or deed in lieu of foreclosure.
18 ☒ The seller is a court appointed receiver, personal representative, trustee conservator or guardian.
19 _____ This sale or transfer is by a governmental agency.

Signature(s) of Seller(s) Claiming Exclusion

21 Seller Richard J. Hudson, Trustee Date 10-18-2010 ← Seller _____ Date _____ ←

Signature(s) of Buyer(s) Acknowledging Seller's Claim

22 Buyer _____ Date _____ ← Buyer _____ Date _____ ←

IF YOU DID NOT CLAIM AN EXCLUSION IN SECTION 1, YOU MUST FILL OUT THIS SECTION.

Section 2. SELLER'S PROPERTY DISCLOSURE STATEMENT

26 (NOT A WARRANTY) (ORS 105.465)

27 NOTICE TO THE BUYER: THE FOLLOWING REPRESENTATIONS ARE MADE BY THE SELLER(S) CONCERNING THE CONDITION OF THE
28 PROPERTY LOCATED AT _____ "THE PROPERTY."

29 DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE
30 PROPERTY AT THE TIME OF DISCLOSURE. BUYER HAS FIVE BUSINESS DAYS FROM THE SELLER'S DELIVERY OF THIS SELLER'S
31 DISCLOSURE STATEMENT TO REVOKE BUYER'S OFFER BY DELIVERING BUYER'S SEPARATE SIGNED WRITTEN STATEMENT OF
32 REVOCATION TO THE SELLER DISAPPROVING THE SELLER'S DISCLOSURE STATEMENT, UNLESS BUYER WAIVES THIS RIGHT AT OR PRIOR
33 TO ENTERING INTO A SALE AGREEMENT.

34 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY, BUYER IS ADVISED TO OBTAIN AND PAY
35 FOR THE SERVICES OF A QUALIFIED SPECIALIST TO INSPECT THE PROPERTY ON BUYER'S BEHALF INCLUDING, FOR EXAMPLE, ONE OR
36 MORE OF THE FOLLOWING: ARCHITECTS, ENGINEERS, PLUMBERS, ELECTRICIANS, ROOFERS, ENVIRONMENTAL INSPECTORS, BUILDING
37 INSPECTORS, CERTIFIED HOME INSPECTORS, OR PEST AND DRY ROT INSPECTORS.

38 Seller ☐ is ☐ is not occupying the property.

SELLER _____ Date _____ ← SELLER _____ Date _____ ←

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LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE

Buyer Initials _____ / _____ Date _____



Sale Agreement #
Addendum

LEAD-BASED PAINT DISCLOSURE ADDENDUM

This Addendum must be part of every Real Estate Sale Agreement for the sale of a home built prior to 1978. A photocopy of the completed Addendum may be treated as an original.

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.

PROPERTY ADDRESS

77768 Gillispie Rd, DORENA, OR 97434

ADDENDUM TO REAL ESTATE SALE AGREEMENT NO.

SELLER'S DISCLOSURE

1. Presence of lead-based paint and/or lead-based paint hazards (check either (a) or (b) below):

(a) ☐ Seller has knowledge of lead-based paint and/or lead-based paint hazards in the housing (explain).

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

2. Records and reports available to the Seller (check either (a) or (b) below):

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

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

BUYER'S ACKNOWLEDGMENT (Initial below):

1. Buyer has received copies of all information listed at 2(a) above.
2. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

3. Buyer has (check either (a) or (b) below):

(a) ☐ Pursuant to the provisions contained in the "Lead Based Paint Inspection" section of the Real Estate Sale Agreement, 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
(b) ☐ 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 ACKNOWLEDGMENT (Initial below):

Agent has informed the seller of the seller's obligations under 42 USC 4852d and is aware of his/her responsibility to ensure compliance.

RIGHT OF CANCELLATION WITHIN LEAD-BASED PAINT CONTINGENCY PERIOD

If this Lead-Based Paint Disclosure Addendum (hereinafter this "Disclosure Addendum") is delivered to Buyer after Buyer's offer is accepted by Seller unless waived pursuant to Section 3, Buyer's Acknowledgment of this Disclosure Addendum, Buyer shall have the right to cancel the Real Estate Sale Agreement within ten (10) calendar days which shall commence when Buyer and Seller sign this Disclosure Addendum, by Buyer giving written notice of cancellation to Seller or Seller's agent. Upon such cancellation, all earnest money deposit(s) shall be promptly refunded to Buyer and this transaction shall be terminated.

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.

Buyer _____ Date _____ Seller Rubad J. Hudson, Trustee Date 10-18-2014

Buyer _____ Date _____ Seller _____ Date _____

Listing Licensee Gary Draper Selling Licensee _____

Selling Firm Keller Williams Eugene/Springfield Listing Firm _____

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE

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Principal Broker's Initials _____
Date _____