

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

1 **PROPERTY ADDRESS:** 8234 Hyland Drive, Nineveh, 46164

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.) PS 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

8234 Hyland Drive, Nineveh, 46164
(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		<u>Fannie Jones</u>	
59	_____		PRINTED	
60	_____		<u>Barbara Willkerson</u>	<u>7/8/10</u>
61	BUYER'S SIGNATURE	DATE	SELLER'S SIGNATURE	DATE
62	_____	_____	_____	_____
63	PRINTED		<u>Barbara Willkerson POA</u>	
64	_____		PRINTED	
65	_____	_____	_____	_____
66	SELLING BROKER	DATE	LISTING BROKER	DATE
67	_____	_____	_____	_____
68	_____	_____	_____	_____



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8234 Hyland Drive, Nineveh, 46164
 (Property Address)

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

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)

8234 Hyland Drive
Nineveh, 46164

1. The following are in the conditions indicated:

[illegible]

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: <i>Donna Wilber</i>	Date: <i>7/8/10</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:	Date:	Signature of Seller:	Date:

Property Address (number and street, city, state, ZIP code)				8234 Hyland Drive Nineveh, 46164			
2. ROOF	Yes	No	Do Not Know	4. OTHER DISCLOSURES	Yes	No	Do Not Know
Age, if known: _____ Years			✓	Do improvements have aluminum wiring?			✓
Does the roof leak?		✓		Are there any foundation problems with the improvements?		✓	
Is there present damage to the roof?		✓		Are there any encroachments?		✓	
Is there more than one roof on the house?				Are there any violations of zoning, building codes, or restrictive covenants?		✓	
If so, how many layers? _____			✓	Is the present use a nonconforming use? Explain:		✓	
3. HAZARDOUS CONDITIONS	Yes	No	Do Not Know	Is the access to your property via a private road?	✓		
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 the access to your property via a public road?		✓	
Explain:				Is 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 improvements 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 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?		✓	
E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS: (Use additional pages if necessary).							
<p>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:</p>							
Signature of Seller: <i>Barbara Wilkerson</i>		Date: <i>7/8/10</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:		Date:		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 2010

