









Prepared by Craig A. Stanfield, Craig A. Stanfield Real Estate & Auction Services for informationald and marketing purposes and the exclusive use of the preparer in marketing the property shown hereon. Aug., 2009. All Rights Reserved



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## SELLER DISCLOSURE OF PROPERTY CONDITION

The information in this form is based upon the undersigned's observation and knowledge about the property during the period beginning on the date of his or her purchase of it on: · 0

rack(1) 2-16-7	9 track 2 9-27-88 and ending on	8-19-09	
(date of p	urchase)	(date of this form)	100
PROPERTY ADDRESS:	5898 Trace Rd.	Vanceburg, Ky. 41	119

This form applies to sales and purchases of residential real estate. This form is not required for:

1. Residential purchases of new homes if a warranty is offered;

- 2. Sales of real estate at auction; or
- 3. A court supervised foreclosure.

PURPOSE OF STATEMENT: Completion of this form shall satisfy the requirements of KRS 324.360 which mandates the seller's disclosure of information about the property he is about to sell. This disclosure is based solely on the seller's observation and knowledge of the property's condition and the improvements thereon. This statement shall not be a warranty by the seller or seller's agent and shall not be intended as a substitute for an inspection or warranty the purchaser may wish to obtain. This is a statement of the conditions and information concerning the property known by the seller. Unless otherwise advised, the seller does not possess any expertise in construction, architectural, engineering, or any other specific areas related to the construction or condition of the improvements on the property. Other than having lived at or owning the property, the seller possesses no greater knowledge than that which could be obtained upon a careful inspection of the property by the potential buyer. Unless otherwise advised, the seller has not conducted any inspection of generally-inaccessible areas such as the foundation or roof. It is not a warranty of any kind by the seller or by any agent representing any seller in this transaction. It is not a substitute for any inspections. Purchaser is encouraged to obtain his or her own professional inspections.

INSTRUCTIONS TO THE SELLER: (1) Complete all numbered items. (2) Report all known conditions affecting the property. (3) Attach additional pages, if necessary, with your signature and the date and time of signing. (4) Complete this form yourself or sign the authorization at the end of this form to authorize the licensee to complete this form on your behalf in accordance with KRS 324.360(9). (5) If some items do not apply to your property, write "not applicable." (6) If you do not know the answer to a question, write "unknown." SELLER'S DISCLOSURE: As seller, I/we disclose the following information regarding the property. This information is true and accurate to the best of my/our knowledge as of the date signed. Seller authorizes the agent to provide a copy of this statement to a person or entity in connection with actual or anticipated sale of the property or as otherwise provided by law. The following are not the representations of the agent.

Please answer all questions. If the answer is yes, please explain. If additional space is needed, use the reverse side or make attachments. TEC NO UNKNOWN

HO	USE SYSTEMS	ILS	NO	UNKNOW
Any	past or current problems affecting:			
(a)	Plumbing		X	
	Electrical system		V,	
(c)	Appliances		X	
(d)	Floors and walls		X	
(e)	Doors and windows		1999 	
(f)	Ceiling and attic fans		X	
(g)	Security system		N/A	
(h)	Sump pump		NA	
(i)	Chimneys, fireplaces, inserts		X	
(j)	Pool, hot tubs, sauna		NA	
(k)	Sprinkler system		M/A	
(1)	Heatingage <u>15 year</u>		V	
(m)	Cooling/air conditioningage 15 year.	×	-	
	Explain: Factory Part - replace - OK			
	UNDATION/STRUCTURE/BASEMENT			/
(a)	Any defects or problems, current or past, to the foundation or slab?		V	
(b)	Any defects or problems, current or past, to the structure or exterior veneer?		V	
	Explain:			
(c)	Has the basement leaked at anytime since you have owned or lived in the property?		V	-
(d)	When was the last time the basement leaked?			/
(e)	Have you ever had any repairs done to the basement?		V	·
(f)	If you have had repairs done to the basement relative to leaking,			1
	when was the repair performed?		V	·
	Explain:			
(g)	If the basement presently leaks, how often does it leak? (e.g., every time it	10		
	rains, only after an extremely heavy rain, etc.)	L.g.		201

Initials (Buyer) Date/Time

Initials (Seller) J Date/Time 8-19-09 2:30 p.m.

		YES	NO	UNKNOWN 77/
	(h) Have you experienced, or are you aware of, any water or drainage problems with		/	
	Regard to the crawl space?		V	
3.	ROOF			
	<ul> <li>(a) Age of the roof? <u>15 years</u></li> <li>(b) 1. Has the roof leaked at any time since you have owned or lived in the property?</li> </ul>	~	-	
	2. When was the last time the roof leaked? <u>I the Gavage - 3 years ago</u> (c) 1. Have you ever had any repairs done to the roof?Fixif. my. S. e. f.	1/		
	2. If you have ever had the roof repaired, when was the repair performed? <u>3years ago</u>	-	_	
	(d) 1. Have you ever had the roof replaced?		V	
	2. If you have had the roof replaced, when was the replacement performed?			
	(e) If the roof presently leaks, how often does it leak? (e.g., every time it rains, only after an extremely heavy rain, etc.)			
	(f) 1. Have you ever had roof repairs that involved placing shingles on the roof instead			
	of replacing the entire roof?		~	
	2. If you have ever had roof repairs that involved placing shingles on the roof			
	instead of replacing the entire roof, when was the repair performed?			
4.	LAND/DRAINAGE		/	
	(a) Any soil stability problems?		×/	
	<ul><li>(b) Has the property ever had a drainage, flooding, or grading problem?</li><li>(c) Is the property in a flood plain zone?</li></ul>	10	4	
	(d) Is there a retention/detention basin, pond, lake, creek, spring, or		~	
	water shed on or adjoining this property?	/		
	Explain:	4		
5.	BOUNDARIES			
1991 A	(a) Have you ever had a staked or pinned survey of the property?		1	
	(b) Do you know the boundaries?	V.		
	(c) Are the boundaries marked in any way?C.r.e.k., Road., Fence.	V		
	(d) Are there any encroachments or unrecorded easements relating to the property of			
	which you are aware?		V	
	Explain:			
6.	WATER			
0.	(a) I. Source of water supply City Water, 2 well			
	2. Are you aware of below normal water supply or water pressure?		~	
	(b) Is there a water purification system or softener remaining with the house?		I	
	(c) Has your water ever been tested? If yes, give results	1		
	Explain: Well Wader tester - OK			
7.	SEWER SYSTEM			
	(a) Property is serviced by:			
	1. Category I. Public Municipal Treatment Facility;		×	
	2. Category II. Private Treatment Facility;		×	
	3. Category III. Subdivision Package Plant;		-	
	<ol> <li>Category IV. Single Home Aerobic Treatment System (AKA: "Home Package Plant")</li> <li>Category V. Septic Tank with drain field, lagoon, wetland, or other onsite dispersal;</li> </ol>	-	×	
	6. Category VI. Septic Tank with dispersal to an offsite, multi-property cluster treatment	V		
	system;		1	
	7. Category VII. No Treatment/Unknown		V	
	(b) For properties with Category IV, V, or VI systems:			
	Date of last inspection (sewer):		/	-
	(c) Are you aware of any problems with the sewer system?		V	
	Explain:			
8.	CONSTRUCTION/REMODELING			
	(a) Have there been any additions, structural modifications, or other alterations made?	-/	V	
	(b) Were all necessary permits and government approvals obtained?	K		
0	Explain:			2
9.	HOMEOWNER'S ASSOCIATION		1/	
	(a) 1. Is the property subject to rules or regulations of a homeowner's association?	0.00	-V	
	2. If yes, what is the yearly assessment? \$	00		010.00
	The second se	i d'		8-19-09
Initials (	Buyer) Date/Time Initials (Seller)	J_D	ate/Tim	e 2:30pm

Revised Jan	uary	Property Address 5898 Tra	ce Rd.	Va	ncebra, Ky,
			YES	NO	UNKNOWN
		Are you aware of any condition which may result in an increase in taxes or assessments?	<u></u>	$\checkmark$	
(		Are any features of the property shared in common with adjoining landowners, such as walls fences, driveways, etc.?	$\checkmark$		
10.	MIS	SCELLANEOUS		/	e
(	(a)	Was this house built before 1978?		V	
	(b)	Are you aware of any use of ureaformaldehyde, asbestos materials, or lead based paint in or on this home?		1	
(c)		1. Are you aware of any testing for radon gas?         2. Results, if tested		1	_
(		Are you aware of any underground storage tanks, old septic tanks, field lines, cisterns or abandoned wells on the property?		~	
(0	(e)	Are you aware of any present or past wood infestation (i.e. termites, bores, carpenter ants, fungi, etc.)?		V	•
7	(f)	Are you aware of any damage due to wood infestation?		V	
		1. Have the house or other improvements ever been treated for wood infestation?	2100-000	1/	
(8)	5)	2. If yes, when, by whom, and any warranties?		+~	
(	(h)	Are you aware of any existing or threatened legal action affecting this property?		V	
(	(i)	Are there any assessments other than property assessments that apply to this property (i.e. sewer assessments)?		1/	
(	(j)	Are you aware of any violations of local, state, or federal laws, codes, or ordinances relating to this property?		/	
(	(k)	Are you aware of any other conditions which are defective with regard to this property?	~	-	_
(I)	T	Are there any environmental hazards known to seller?		1	
		Are there any warranties to be passed on?f.e&f		-6-	
(n) (o)	(n)	Has this house ever been damaged by fire or other disaster (i.e., tornado, hail, etc.)? If yes, please explain:	~	~	8
		Are you aware of the existence of mold or other fungi in the property?			
	(n)	Has this house ever had pets living in it?		1	
		If yes, Explain		+	
		Is the property in a historic district?		K	
SPACE	FO	R ADDITIONAL INFORMATION			

Inack(1) track(2)

The seller has owne	d this property since	1988 (date) and makes	these representations	only since that date. S	eller
agrees to immediate	y notify Buyer of any changes where the second seco	hich may become known to a	seller prior to closing.	01010	
1984 Jacob	in 8-	1909 Joren	Jondan	8-19-09	
Seller	Date	Seller	0	Date	
*****	*****	******	****	******	***
	AMED HERE (				LETE
	HAS DONE SO. I HEREBY AG			ENSEE FOR ANY	
REPRESENTATIO	N THAT APPEAR ON THIS FO	RM IN ACCORDANCE WI	TH KRS 324.360(9).		
Seller: 104 91	Jordan Lorene	tersean Date	8-19-09		
	USES TO COMPLETE THIS FO	RM AND ACKNOWLEDG	ES THAT THE AGEN	NT SHALL SO INFOR	RM THE
BUYER.					
Seller:		Seller:	- Contraction of the second second	the second s	
Date:		Date:			
	REFUSED TO COMPLETE TH	IS FORM AND HAS REFU	SED TO ACKNOWL	EDGE HIS FAILURE	10
COMPLETE THE P		D			
a construction of the part of the second	NOW EDGER DEGENT OF TH	and a second			
THE BUYER ACK	NOWLEDGES RECEIPT OF TH	IS FORM.			
Buyer	Date	Buyer	i second data data second	Date	
	Y DISCLOSE ADDITIONAL INF		ESTED OF THIS FOR	M AND MAY RESPO	ND TO
	UIRIES OF THE BUYER.				
				0.0	
			Å	·L.	8-19-09
Initials (Buyer)	Date/Time		Initials (Seller)	Date/Time_	2:3100
minuais (Duyer)	Date/Time		minais (Seller)	Date/Time	anoph

The subject property consists of those four tracts of land described following, subject to an exception (later acquired by the property owners), acquired by Roy Jesse Jordan and Lorene Jordan by deed of Imogene Jordan, said deed dated the 16th day of Feb., 1979 and recorded in Deed Book 137 pg. 99 Lewis Co. Court Records.

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Tract No. 1: Beginning at a poplar stump, chestnut and small hickory on the slope of a point in the old line; thence with said line N.43 E. 77 poles to three black oaks; thence N.60 1/2 E.59 poles to a small black oak near a large pine on a ridge; thence 86 E. 20 poles to a white oak, small hickory and small black oak; thence 84 E. 26 poles to a stone and two small lynns in Dark Hollow; thence down the hollow S.30 E.2 poles to a white oak; thence S.37 E.14 3.5 poles to a beech; S.37 1/2 E.14 1/2 poles to a maple; S.3 1/2 E.26 2/5 poles to a small beech; S.25 1/2 E.11 poles to a black oak, chestnut and white oak; S.62 1/2 E.10 poles to a small hickory and maple at the mouth of said hollow; thence up the main branch N.7 1/2 W.36 1/2 poles to a black walnut and small white oak; S.82 1/2 W.50 poles to the beginning, containing 35 acres, more or less.

Tract No. 2: Joining the above tract. Beginning with the main branch at two hickories and white oak running a South course with the branch to the Brown line; thence with the same to a <u>marged</u> sugar tree; E. to the beginning, containing about one (1) acre.

Tract No. 3: Also another small tract adjoining Tract No. 2 and bounded as follows: BEGINNING at the Brown line where same crosses the branch; thence with the same line to black walnut an agreed corner between Leonard Mapier and James Roe; thence Northwest to a white oak;

thence with the fence Northeast to a sugar tree, the beginning of the first tract described above.

<u>Tract No. 4:</u> Beginiing at Pat Parker line at a stone by the wire fence which is across a ravine; thence down said ravine in a N.E. direction to a beech tree, Burton's line; thence N.E. with his line back to wire fence; thence W. to place of beginning, containing 4 acres, more or less.

Being the same property conveyed to Robert I. Jordan and Imogene Jordan, his wife, by deed from Ervin McGlone, et.ux., dated April 5, 1947, and recorded in Deed Book 73, page 432, Lewis County Clerk's Records. The said Robert I. Jordan having predeceased his wife, she became vested with fee simple title to said property.

PARCEL NO. 2: A certain tract or parcel of land lying and being in Lewis County, Kentucky, and bounded and described as follows, to-wit:

Beginning at a stone on the Railroad standing S.19 poles from a cowbrake and opposite the mouth of Moore Branch; thence up the branch S.81 1/2 W.52 poles to a stone, S.74 W.59 1/4 poles to a black oak and dogwood on the bank of the branch; S.82 1/2 W. 5 poles to a hickory and maple at the mouth of a branch; S.71 1/2 W.36 1/2 poles to a small white oak and black walnut; S.82 1/2 W.50 poles to a poplar stump, small hickory and small chestnut in the original line; thence with the same S.43 E. poles to a to three white oaks and a chestnut on a bliff bank, an original corner; thence with another original line N.47 E.155 poles to a stone on the railroad; thence along the same N.6 1/2 E.35 poles to the place of beginning, containing eighty-five (85) acres of land, bc the Same Move or less.

Being the same property conveyed to Robert I. Jordan and Imogene Jordan, his wife, by deed from W. A. Jordan, et.ux., dated May 24, 1945, and recorded in Deed Book 77, page 636, Lewis County Clerk's Records. The said Robert I. Jordan having predeceased his wife, the said Imogene Jordan became vested with fee simple title to said property.

<u>RESERVED AND EXCEPTED</u> from Parcel No. 2 hereinabove described is that portion thereof upon which is situated a smoke house, cellar and a dwelling house (presently occupied by Grantor as her residence) said portion being more particularly described as follows, viz:

Beginning at a concrete marker which lies 3 feet South of the southerly edge of a lane leading from Trace Road over and into the property hereinabove conveyed; thence in a straight line, a southerly direction, 118 feet to a concrete marker; thence in a straight line, a westerly direction, 50 feet to a concrete marker; thence in a straight line, a northwesterly direction, 100 feet to a concrete marker; tehnce in a straight line, a northerly direction and passing through an electric pole at about 45 feet, 48 feet in all, to a concrete marker; thence in a straight line, an easterly direction, 100 feet to the place of beginning.

Further, the Grantor, Imogene Jordan, does hereby reserve unto herself, her heirs and assigns, an easement and right of way over the above-mentioned private lane leading from Trace Road into the property hereinabove reserved and excepted for the said grantor, her heirs and assigns, and their agents, servants, tenants, visitors and licensees, to freely pass and repass on foot or in vehicles of any description across and upon said private lane for all lawful purposes, necessary, incident or proper to the use and enjoyment of the above property reserved by the grantor herein. The tract described on this page was originally included as an exception to the parcels described on prior pages, but was acquired by Roy Jesse Jordan & Lorene Jordan by deed of Leva Reeves, by deed dated the 27th day of Sept. 1988 and recorded in Deed Book 153 pg. 136 Lewis County Court Records, and is now a part of the property available for purchase.

A certain tract or parcel of land lying and being in Lewis County, Kentucky, and bounded and described as follows, viz:

Beginning at a concrete marker which lies 3 feet south of the southerly edge of a lane leading from Trace Road over and into the property hereinabove conveyed; thence in a straight line, a southerly direction, 118 feet to a concrete marker; thence in a straight line, a westerly direction, 50 feet to a concrete marker; thence in a straight line, a northwesterly direction, 100 feet to a concrete marker; thence in a straight line, a northerly direction and passing through an electric pole at about 45 feet, 48 feet in all, to a concrete marker; thence in a straight line, an easterly direction, 100 feet to the place of beginning, together with an easement and right of way over the above mentioned private lane leading from Trace Road into the property hereinabove for said grantee, her heirs and assigns, and their agents, servants, tenants, visitors and licensees, to freely pass and repass on foot or in vehicles of any description across and upons aid private lane for all lawful purposes, necessary, incident or proper to the use and enjoyment of the above described real property.

Being the same property conveyed to the Grantor herein by Roy Jesse Jordan, Executor of the Estate of Imogene Jordan, by deed dated May 14, 1984 and recorded in Deed Book 144, page 81, Lewis County Clerk's Records.

TO HAVE AND TO HOLD all of the above-described real property, together with all of the rights, privileges, appurtenances and improvements thereunto belonging, unto the Grantees, for and during said Grantees' joint lives and upon the death of either of said Grantees, then the remainder to the survivor of said Grantees, and his or her heirs and assigns forever with covenant of GENERAL WARRANTY of title.

IN TESTIMONY WHEREOF, the Grantor has hereunto set her hand on this date which is first above written.

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