



Phone: 304-538-2816

ADDENDUM TO LISTING/PURCHASE AGREEMENT

Special provisions attached to and hereby made a part thereof of the Listing/Purchase agreement dated 7-25-19, on Lot 77/28 Section
Located at 14 North Avenue, Petersburg, WV 26847 County, Grant.

PERSONAL PROPERTY AND FIXTURES ADDENDUM

All items of personal property or fixtures which convey with the purchase of the above mentioned real estate are at no added value and shall be transferred free of liens. All existing built-in heating and central air conditioning equipment, plumbing and light fixtures, attic fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, smoke detectors, exterior trees and shrubs, if so installed convey:

☒ Stove or Range
☐ Cooktop Range
☐ Wall over(s) #
☒ Refrigerator
☐ w/ice maker
☐ Dishwasher
☐ Built-in-microwave
☐ Trash Compactor
☐ Disposal
☐ Freezer
☐ Window fan(s) #
☐ Window A/C unit(s) #
☐ Pool, equipment and cover
☒ Shades and/or blinds
☐ Window treatments (custom)
☐ Satellite dish & control equipment

☒ Ceiling Fan(s) # 4
☐ Washer
☐ Dryer
☐ Furnace Humidifier
☐ Electronic Air Filter
☐ Central vacuum
☐ Water softener
☒ Exhaust fan(s) #
☐ Alarm System
☐ Intercom
☒ Storage Shed(s) #
☐ Garage opener(s) #
☐ w/remote(s) #
☐ Playground equipment
☐ Woodstove(s) #
☐ Fireplace screen door

Other:

Seller: May K. Haynes Date: 7/25/19 Purchaser: Date:

Seller: Date: Purchaser: Date:



Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards SALES

Lead Warning Statement

Property Address: 14 North Avenue, Petersburg WV

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.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

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

(b) Records and reports available to the seller (Check (i) or (ii) below):

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

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

Purchaser's Acknowledgment (initial)

(c) ☐ Purchaser has received copies of all information listed above.

(d) ☐ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) ☐ Purchaser has (check (i) or (ii) below):

(i) ☐ 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

(ii) ☐ 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)

(f) ☒ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

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.

May K. Haynes 7-25-19
SELLER DATE

[Signature] 7-25-19
PURCHASER DATE

[Signature] 7-25-19
AGENT DATE

[Signature]
SELLER

[Signature]
PURCHASER

[Signature]
AGENT

14 North Avenue Petersburg, WV, 26847

WV Residential Property DISCLAIMER

NOTICE TO SELLER: Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sell and in the listing of latent defects set forth below; otherwise, complete and sign the VOLUNTARY RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects (hidden, concealed or unseen) listed below, the undersigned Seller of the real property makes no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist.

The Seller has actual knowledge of the following latent defects:

None

Seller

May K. Haynes

Date

7-25-19

Seller

Date

The purchaser acknowledges receipt of this Disclosure/Disclaimer Document.

Purchaser

Date

Purchaser

Date

AS-IS ADDENDUM

This Addendum dated _____ applies to Purchase Agreement (Contract) dated _____ between Buyer(s) _____ and Seller(s) _____ for Property known as 14 North Avenue, Petersburg, VA 26847

The following provisions are included in and supersede any conflicting language in the Contract.

The Property is sold in "AS IS" condition as of the date of contract acceptance. Seller makes no warranty, express or implied, as to the condition of the Property or any equipment or system contained therein. The parties agree that all clauses in the Contract pertaining to property condition and wood destroying insects are hereby deleted from the Contract. Buyer understands and agrees that Seller shall have no obligation to make repairs.

Buyer and Seller agree to initial only one of the following:



A. "AS IS" WITHOUT INSPECTION(S)

The Property is sold in "AS IS" condition as of the date of contract acceptance without any inspection(s) or contingencies regarding the condition of the Property.



B. "AS IS" WITH INSPECTION(S) AND RIGHT TO TERMINATE

The Property is sold in "AS IS" condition as of the date of Contract acceptance. Buyer, at Buyer's expense, may have the Property inspected. In the event Buyer is dissatisfied with the results of any inspection(s), Buyer, upon written notice to Seller given within _____ days from the date of Contract acceptance, shall have the unconditional right to terminate the Contract. If Buyer elects to terminate the Contract, the Contract shall become null and void, and Deposit(s) shall be disbursed in accordance with Paragraph 20 of the Contract. If Buyer fails to have inspection(s) performed or fails to submit written notice of termination within the time period specified, Buyer shall have no right thereafter to terminate the Contract and the Contract shall remain in full force and effect.

Seller shall make the Property accessible for such inspection(s) and shall have utilities in service at the time of the inspection. Neither Buyer, nor any agent or contractor(s) of Buyer, shall in any way excavate, penetrate or otherwise damage any part of the Property without the prior written consent of Seller nor shall any furnishings, boxes, or personal property belonging to Seller be moved or relocated unless absolutely necessary in connection with the inspection(s). Buyer and Seller shall have the right to be present during the inspection(s), and Buyer shall give Seller reasonable advance notice of the date and time of any inspection(s).

If Buyer or Buyer's agents or contractors damage the Property during any inspection(s), Buyer shall be responsible for all costs incurred in correcting such damage. Buyer's responsibility for all costs incurred in correcting any damage shall survive termination of the Contract.

All other terms and conditions of the Purchase Agreement remain in full force and effect.

Name of Buyer: _____	Signature: _____	Date: _____
Name of Buyer: _____	Signature: _____	Date: _____
Name of Seller: <u>Mary K. Haynes</u>	Signature: <u>Mary K. Haynes</u>	Date: <u>7-25-19</u>
Name of Seller: _____	Signature: _____	Date: _____