MISSISSIPPI REAL ESTATE COMMISSION

Property Condition Disclosure Statement (PCDS)

The following is a Property Condition Disclosure Statement (PCDS) required by §89-1-501 through §89-1-527 of the Mississippi Code, made by the SELLER(S) concerning the condition of the RESIDENTIAL PROPERTY (1 TO 4 UNITS) located at: ADDRESS: 515 Byrd Road, Lamar, MS SELLER(S): Note to Buyer-If the structure was built before 1978, you are encouraged to investigate the possible presence of lead-based paint. IS A PCDS NECESSARY? - NO OCCUPANCY AND NO KNOWLEDGE Instructions to Seller(s): If no seller has occupied (lived in) the property, AND no seller has any knowledge of the property's condition, mark the two boxes below, sign in attestation of the truth of these representations, and leave the remainder of the PCDS blank. No Seller has occupied the property, AND no Seller has any knowledge of the property's condition. Date Signature(s) of Seller(s) Lisa Lupe Loupe IS A PCDS NECESSARY? - STATUTORY EXCLUSIONS The Property Condition Disclosure statutes require the seller of residential real property to cause a PCDS or a copy thereof to be delivered to a buyer prior to the signing by the buyer of an offer to purchase or a binding contract of sale unless there is a specific statutory exclusion to the contrary for the seller. The following is a "summary" of those transfers which are EXCLUDED (in part) from the requirement to provide a fully completed PCDS. A more thorough explanation is provided in §89-01-501(2) of the Mississippi Code. (Check all that apply, sign in attestation of the truth of this representation, and leave the remainder of the PCDS blank). Transfers pursuant to a court order, to include the following: Transfer by order of a probate court in the administration of an estate. Transfer pursuant to a writ of execution. Transfer by any foreclosure sale. Transfer by a Trustee in Bankruptcy. Transfer by an eminent domain proceeding. Transfer from a decree for specific performance. Transfer by a fiduciary in the administration of an estate, guardianship, conservatorship or trust. Transfers by a Mortgagor who is in default to the Mortgagee, to include the following: Transfer to a beneficiary of a deed of trust. Transfer by a foreclosure sale after default on a mortgage. Transfer by a mortgagee or a beneficiary following a foreclosure. Transfer by a deed in lieu of foreclosure. Other Transfers to include the following: Transfer of real property on which no dwelling is located. Transfer from one co-owner to one or more co-owners. Transfer to a spouse (including due to divorce/separation), or to a person in the lineal line of consanguinity. Transfer to or from any governmental entity.

Signature(s) of Seller(s)

Lisa Lupe LOUPE

Date

GENERAL INSTRUCTIONS

This document is a disclosure of the condition of residential property known by the SELLER on the date this statement was completed, and it is based on the seller's actual knowledge of the property. It is **NOT a warranty of any kind** by the seller or any Real Estate Licensee participating in any capacity in this transaction and this PCDS is not a substitute for any inspection(s) or test(s). The buyer is encouraged to obtain their own independent professional inspections and environmental tests and is encouraged to check public records pertaining to the property. However, the buyer may rely on the information contained herein when deciding to negotiate the terms for the purchase of this residential real estate. This statement may be made available to other parties and is to be **signed and dated by the SELLER(S)**.

Instructions to Seller(s):

- a. Complete this form yourself.
- b. Answer all questions based upon your actual (personal) knowledge of the residential property.
- c. Attach additional pages with your signature if additional space is required to describe the condition(s).
- d. If some items do not apply to your property, check "NA" (Not Applicable). If you do not know the answer to a question, you should check "UNK" (Unknown).

Note to Seller(s):

A knowingly false or incomplete statement by the seller on this form may subject the seller to claims by the buyer prior to or after the transfer of title. In the event a seller fails to perform the statutory duty to deliver a PCDS prior to the signing by the buyer of an offer to purchase or a binding contract of sale, the buyer will be allowed (upon the subsequent receipt of a PCDS or material amendment thereto) to terminate the contract (including a full return of earnest money) by delivery of a written notice of termination within three (3) days after in-person delivery of a PCDS (or material amendment thereto), or within five (5)days after delivery by deposit in the mail of a PCDS (or material amendment thereto).

Note to Buyer(s):

If the seller does not give you a completed PCDS before you make a written offer to purchase the property (or sign a contract to purchase), you may terminate any resulting contract without penalty to you as the buyer (your earnest money will be fully returned). To terminate the contract, you must deliver to the seller or the seller's agent a written notice of termination within three (3) days of your in-person receipt of a PCDS (or material amendment thereto) from the seller (or within five (5) days of the seller's depositing a PCDS (or material amendment thereto) in the mail to you).

SELLER'S STATEMENT OF PROPERTY'S CONDITION

The seller makes the representations on this PCDS based upon the seller's actual (personal) knowledge of the property for delivery to a prospective buyer of the residence. The following are representations made by the seller and are not the representations of any real estate licensee involved in the transaction.

I. GENERAL INFORMATION

1.	Does the seller currently have ownership of the residence?	X	ŢΥ	'es		No	Н	Unk		NA	
2.	Does the seller currently occupy the residence?		_ Y	'es	X	No	Ш	Unk		NA	
3.	Are there certificates of occupancy related to the property?		١Y	'es		No	Ш	Unk		NA	
4.	Is the residence a condominium?		Y	es .	X	No	Ц	Unk		NA	
5.	Is the residence a modular/mobile home on a permanent foundation?	Ĺ	ĮΥ	'es	X	No		Unk		NA	
6.	Was the residence built in conformity to approved building codes?	, E	ĮΥ	'es		No		Unk	Ш	NA	
	What dates have the seller occupied the residence?	elon	C	Jee C	L	7-	10) y	20	unto 200	LC
8.	What is the approximate square footage of the heated/cooled living area?	1337		ST		i					
9.	How or by whom was the heated/cooled square footage area determined?										

II. ROOF

	Are you aware whether eplaced?	er all or any portion	on of the <u>roof</u> has b	een repaired or	Yes	No Unk	NA NA
	If Yes, please explain	nhere (attach add	itional pages if nec	essary).			
	To your knowledge, a roof? If Yes, please pr		ten warranties pres	sently in place for th	e Yes	No Unk	NA
١. ،	Are you aware of any ssues, dry rot, water I	current leaks or	defects with the ro	oof such as structura		No Unk	NA
	If Yes, please explain						
1							
	The roof is	years old.					
				AND TELEVISION S			
[Utilities	Se	rvice Provider (st	ate NA if Not Applica	ble)	Average Month	lly Bill
1	Electricity	HOlly S	prings UT	tility dept		\$ 85	-
	Natural Gas	-	1				-
1	Water	well	on prope	erty		-	
1	Garbage Collection		100	It.II		450 D	1.31
1	Propane	7HOMAS	Ur Gas	Holly Spri	ngsilhs	JO D	er will
1	Solar Panels	-0-		. ,			-
	(other)						
	if applicable, Propane	Tank is: Owner	ed, 🗌 Leased. If le	esed, the fee is 1	otsure	per: Month [], Y	ear 🗌 .
	ls your drinking water				Yes	No Unk	NA NA
•	a) If YES, has the wat If YES, please attac			ole).	Yes [NO LJUNK	NA
	The sewage system is	s: 🔲 Public	; 🗌 Private 💢 S	Septic Cesspool	Treatment	Lift Other	
	lf an individual system	n, provide:					
	Manufacturer Name:						
	Location on Property:						
	ls a sewage pump ins	talled?			Yes	No Unk	NA
	lf an Individual systen Health Department of		ected by the prope	r state/county/	Yes	No Unk	NA
	If an individual system	n, what is the date	of the last servicin	g?			
	How many bedrooms				3		
	ls cable Television av				Yes [No Unk	NA NA
	What type of internet			Dett.	Fiber Optic X S	atellite Unk	∐ NA
	it internet service is c	urremiy avallable,	MILO IS RIS DIOMOS				

IV. STRUCTURAL ITEMS & SOILS Yes No Unk 1. Are you aware of any settlement/heaving of soils, any collapsible or expansive soils or poorly compacted fill on the Property? Yes No 2. Are you aware of any past or present movement, shifting, deterioration or other problems with the walls (interior or exterior) or the foundation of the Property? Yes No Unk 3. Are you aware of any tests to determine the composition/compaction of soil or the presence of any "expandable soils" being present on the Property? 4. Are you aware of any foundation repairs made in the past? NA No Unk Yes a) If YES, is there a written report? Unk NA Yes No b) If YES, is there a warranty which can be transferred to the buyer? Unk 5. To your knowledge, are any foundation repairs currently needed? 6. Except for "Cosmetic Upgrades" (carpet, paint, wallpaper) have you remodeled, made any additions, structural modifications, or other alterations or improvements to the property? a) If YES, please attach a detailed description of all work completed, the name of the building contractor who completed the work and the completion date of the work. Unk 🖊 NA 7. Were all necessary work PERMITS and approvals secured in compliance with local, city and county building codes? If Yes, please explain here (attach additional pages if necessary). 8. Are you aware if there has ever been damage to any portion of the (residence) structure because of the following: Windstorm Yes Mo Yes No Unk NA Fire □ NA □ NA **Tornados** Yes No Unk No NA Hail Unk Yes Yes No Other Disaster Unk Hurricane Yes No Unk NA If Yes, please explain here (attach additional pages if necessary). 9. Are you aware of the presence of, or damage (repaired or unrepaired) caused by, Yes No termites or wood-destroying insects? If Yes, please explain here (attach additional pages if necessary). 10. Are you aware of the presence of animals or animal infestations on the property Unk and/or in the residence? If Yes, please explain here (attach additional pages if necessary). 11. Other than routine maintenance and upkeep during your ownership, are you aware of any problems, malfunctions, or defects with any of the following? No Unk Exterior Walls Yes Interior Walls Yes No Unk [™] NA Yes No Unk Yes No Unk NΑ Chimney Fireplace NA NA No No No Unk Skylights Yes Windows Yes Unk No Unk NA No NA Rain Gutters Yes Doors/Door Trim Yes Unk No Unk NA Driveway Yes Unk NA Ceiling Yes **V** No No Unk NA Irrigation Sys Yes Yes No Unk Flooring No Unk No French Drain Yes NA Unk Sinks/Wet Bar Yes Unk No Yes No Unk Patio Yes Shower Νo Unk Outdoor Fireplace Yes Unk Sauna Yes No No Outdoor Kitchen Unk Yes No Jetted Bathtubs Yes No Unk No Unk NA INO NA Soffit(s)/Fascia(s) Yes Unk Lighting Yes No Unk Yes Ceiling Fans Yes Unk □ NA Stucco/Dryvit NA Garage Door Yes No Unk NA No Unk **Electrical Outlets** Yes Unk NA No NA Yes Locks Yes No Unk ☐ No □ NA Yes ☐ No Unk □ NA Yes Unk If Yes, please explain here (attach additional pages if necessary).

V. LAND AND SITE DATA

1.	Is there an engineer's survey of the Property available?
	If Yes, please attach a copy of the survey and indicate by whom the survey was completed and the date of the survey (attach additional pages if necessary).
2.	Are you aware of the existence of any of the following? Add additional distinct issues below, use a separate page if needed Property tax:
	If Yes, please explain here (attach additional pages if necessary).
3.	Are you aware if any portion of the Property (including a part of the site) is currently located in a FEMA Designated Flood Hazard Zone? a) If Yes, what is the flood zone classification of the Flood Hazard Zone?
4.	Has the residence ever been flooded by rising water from the outside? Yes No Unk NA
5.	Is flood insurance currently required? a) If Yes, please indicate the premium currently being paid and the date that
	the premium was last adjusted. Date Paid Date Last Adjusted Are you aware if any portion of the Property (Site) is currently designated as being Yes No Unk NA
6.	Are you aware if any portion of the Property (Site) is currently designated as being Yes No Unk NA located within a WETLANDS area and is subject to specific restrictive uses?
7.	Are you aware of any occurrence of water penetration or damage (at any time, for any reason) to: Walls
	If Yes, please explain here (attach additional pages if necessary).
8.	Are you aware of water penetration or damage FOR ANY REASON, because of: Flooding

VI. BUILT-IN APPLIANCES, SYSTEMS AND MECHANICAL EQUIPMENT REMAINING WITH RESIDENCE

Instructions to Seller(s):

- a) If an item listed below does not exist or will be uninstalled and removed from the residence before closing, CROSS THROUGH the name of the item using a line or "X," so that the list below will reflect the items remaining with the residence.
- b) If other distinct built-in appliances, systems, or mechanical equipment exist and will remain, add them in the blanks provided below or use a separate page.
- c) Indicate whether the item is powered by gas or electricity, and the age in years of the item (if age not known, indicate

ITEM	GAS/ELECTRIC	AGE	ITEM	GAS/ELECTRIC	AGE
Built-In Cooktop	N-A	AGIL	Garbage Disposal	NA	
Built-In Oven(s)	N A		Garage Door Opener(s) (#)	A/A	
Built-In Dishwasher	n A		Central Air (#)	NK	
Built-In Microwave	AF		Central Heat (#) &	NH	
Built-In Ice Maker	n#		Water Heaters (#)		
Built-in Trash Compactor	n P		Tankless Heater (#)	het.	
Built-in Range	n A		Ductless HVAC	Rin	
Built-In Refrigerator	n.A				
Reciprater wh	che.		Window Uni		1
m ila	Jacones		DI ARONE her	tera wo	LUL)
	1 1		1		
no explanation(s) appear in the intual (personal) knowledge inch renders materially in a revised Property Condition	nformation in this Proess of the date signs	TI. CERTI	explain the problem here (attach additer thereby indicates being unaware of a second content of the second con	e and complete to th I property acquires k viously, the seller sha event, however, sha	ie selle nowled all deli ill a se
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Date of closing Date of closing

Instructions: Supplemental Materials

For your convenience, the following model forms are provided for possible use with the PCDS:

- An "additional page," as referenced in the PCDS to be used for additional explanations, if necessary.
- An "Amendment" to the PCDS if circumstances require seller to amend the original PCDS.

PCDS

Additional Explanation Page

Instructions to Seller(s):

The PCDS often presents boxes in which to provide explanatory details on various topics, including an instruction to "attach additional pages if necessary."

This page may be used as such an additional page. Seller should indicate in the main body of the PCDS that an additional page has been attached when such is needed.

To avoid confusion on what is being explained, identify the item for which additional explanation is being provided by providing Roman Numeral for the subject Section, and the Number for item in that Section being explained (for example, "IV. 8." would reference Section IV., "Structural Items and Soils," Item 8: (regarding damage from fire, hall, etc.)).

Write your explanation in the box below. More than one item may be discussed if space allows, or, use more pages.
Kitchen- Wall unit au conditione Réfugirator, Over, Freizer
* Ceiling Tans * Window unit air conditioner * Propane heaters throughout house * window treatments
* No Furiture will be left * No dishes, Diluenware, pob, pans

MISSISSIPPI REAL ESTATE COMMISSION

Amendment to the Property Condition Disclosure Statement (PCDS)

Instructions to Seller(s):

You may use this model form to Amend an existing PCDS by completing this Amendment form and attaching it to the front of the existing PCDS. Using the same process, multiple consecutive amendments may be made over time.

Note to Buyer(s) and Seller(s):

Note that Amendment of a PCDS has the effect of <u>providing the PCDS for the first time</u>, in that relevant timelines and legal options available to the buyer begin anew upon the seller's providing an Amendment to an existing PCDS.

eller(s) [name(s)]Lisa Lupe Loupe	, hereby amend the attach
CDS previously signed and dated by the seller(s) on [date]	
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rsonal) knowledge as of the date signed by the seller. If a seller of residential real popular a Property Condition Disclosure Statement provided previously, the seller statement to the buyer as soon as practicable. In no event, however, shall a seller be closure Statement after the transfer of title from the seller to the buyer or occupant of the seller to the seller to the buyer or occupant of the seller to the seller to the buyer or occupant of the seller to the seller	roperty acquires knowledge which renders materially half deliver an amended Property Condition Disclosure e required to provide an amended Property Condition acy by the buyer, whichever is earlier.
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