



"AS IS" ADDENDUM TO PURCHASE AGREEMENT

For use only by members of the Indiana Association of REALTORS®

1 This Addendum dated 5-16-2019, is attached to and made part of Purchase Agreement dated
2 _____, on property known as 531 W Fifth Street,
3 Seymour, Indiana, Zip 47274.

- 4
- 5 1. Except as modified by this Addendum, all of the terms and conditions contained in the Purchase Agreement
- 6 remain in full force and effect. In the event of any conflict between the terms and conditions of this
- 7 Addendum and the terms and conditions of the Purchase Agreement, the terms and conditions of this
- 8 Addendum shall prevail.
- 9 2. Seller and Buyer acknowledge and agree that the Property is being sold in its existing, "as is" condition
- 10 ("As Is"), and Seller shall not be responsible for the repair, replacement or modification of any deficiencies,
- 11 malfunctions or mechanical defects on the Property or to any improvements thereon, including but not
- 12 limited to the material, workmanship or mechanical components of the structures, foundations, roof,
- 13 heating, plumbing, electrical or sewage system, drainage or moisture conditions, air conditioning, hot water
- 14 heater, appliances, or damage by the presence of pests, mold or other organisms. Seller makes no
- 15 representation or warranty to Buyer, either express or implied, as to the (1) condition of the Property, (2) the
- 16 zoning of the Property, or (3) the suitability of the Property for Buyer's intended use or purpose or for any
- 17 other use or purpose. However, Seller represents and warrants that Seller will maintain and repair the
- 18 Property so that the Property will be in substantially the same condition on the Closing Date as on the
- 19 Effective Date of the Purchase Agreement.
- 20 3. Buyer shall order all independent inspections after Acceptance of the Purchase Agreement. If Buyer's
- 21 inspections uncover any **previously undisclosed defects** in the Property, **Buyer shall have _____ days**
- 22 **beginning the day following the date of acceptance of the Purchase Agreement to** (i)
- 23 terminate the Purchase Agreement in which case earnest money shall be promptly returned to Buyer,
- 24 and (ii) Seller shall have no obligation whatsoever to correct such defects to repair the Property as a result
- 25 of such inspections. In the alternative, Buyer may waive such defect and the transaction shall proceed
- 26 toward closing. **If the Buyer does not terminate the Agreement in writing or request additional time**
- 27 **to respond within the specified time period, the Property shall be deemed acceptable.**
- 28 4. Seller acknowledges and agrees that selling the Property "As Is" does not relieve Seller from applicable legal
- 29 obligations to disclose any and all known material latent defects in the Property and the improvements
- 30 thereon, if any, to Buyer.
- 31 5. Buyer acknowledges and agrees that: (a) Buyer has been advised to seek appropriate counsel regarding
- 32 the risks of buying Property in its "As Is" condition; (b) neither Buyer's nor Seller's respective brokers are
- 33 qualified, licensed or required, to conduct due diligence or inspections with respect to the Property or the
- 34 surrounding area; and (c) Buyer expressly releases and holds harmless brokers from and against any
- 35 liability for any defects or conditions in the Property and the improvements thereon, if any.
- 36

37 **By signature below, the parties acknowledge receipt of a signed copy of this Addendum.**

40	BUYER'S SIGNATURE	DATE	BUYER'S SIGNATURE	DATE
41	_____	_____	_____	_____
42	PRINTED		PRINTED	
43	_____		_____	
44	<u>[Signature]</u>	<u>5-16-19</u>		
45	SELLER'S SIGNATURE	DATE	SELLER'S SIGNATURE	DATE
46	<u>[Signature]</u>			
47	PRINTED		PRINTED	
48	_____		_____	
49	PRINTED		PRINTED	



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

For use only by members of the Indiana Association of REALTORS®

PROPERTY ADDRESS: 531 W Fifth Street, Seymour, IN 47274

LEAD WARNING STATEMENT

Every buyer 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) [X] 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 buyer with all available records and reports including Seller's Residential Real Estate Sales Disclosure form, if applicable, pertaining to lead-based paint and/or lead-based paint hazards in the housing (list and attach documents below):
(ii) [X] Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

BUYER'S ACKNOWLEDGEMENT (initial)

- (c.) [] Buyer has received copies of all information listed above.
(d.) [] Buyer has received the pamphlet Protect Your Family From Lead In Your Home.
(e.) [] Buyer 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.

BROKER'S ACKNOWLEDGMENT (initial)

(f.) [Signature] Broker has informed the seller of seller's obligations under the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) and is aware of Broker's responsibility to ensure compliance.(NOTE: where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.)



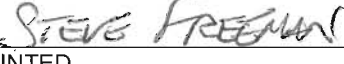
531 W Fifth Street, Seymour, IN 47274

(Property Address)

47 **CERTIFICATION OF ACCURACY**

48 The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they
49 have provided is true and accurate.

50
51 This *Certification* and *Acknowledgment* may be executed simultaneously or in two or more counterparts, each of which shall be
52 deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this
53 *Certification* and *Acknowledgment* may be transmitted between them electronically or digitally. The parties intend that
54 electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original
55 document shall be promptly delivered, if requested.

56				
57	SELLER'S SIGNATURE	DATE	BUYER'S SIGNATURE	DATE
58				
59	PRINTED		PRINTED	
60				
61	SELLER'S SIGNATURE	DATE	BUYER'S SIGNATURE	DATE
62				
63	PRINTED		PRINTED	
64				
65	SELLER'S SIGNATURE	DATE	BUYER'S SIGNATURE	DATE
66				
67	PRINTED		PRINTED	
68				
69	LISTING BROKER	DATE	SELLING BROKER	DATE
70				



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531 W Fifth Street, Seymour, IN 47274
 (Property Address)



SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE
State Form 46234 (R6/6-14)

Date (month, day, year)
5-16-2019

Note: This form has been modified from the version currently found at 876 IAC 9-1-2 to include questions regarding disclosure of contamination related to controlled substances or methamphetamine as required by

P.L. 180-2014. Rule revisions will be made to 876 IAC 9-1-2 to include these changes in the near future, however the Commission has made this information available now through this updated form.

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, and ZIP code)

531 W Fifth Street, Seymour, IN 47274

1. The following are in the conditions indicated:

A. APPLIANCES	None/Not Included/Rented	Defective	Not Defective	Do Not Know	C. WATER & SEWER SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know	
Built-in Vacuum System	<input checked="" type="checkbox"/>				Cistern	<input checked="" type="checkbox"/>				
Clothes Dryer	<input checked="" type="checkbox"/>				Septic Field/Bed	<input checked="" type="checkbox"/>				
Clothes Washer	<input checked="" type="checkbox"/>				Hot Tub	<input checked="" type="checkbox"/>				
Dishwasher	<input checked="" type="checkbox"/>				Plumbing			<input checked="" type="checkbox"/>		
Disposal	<input checked="" type="checkbox"/>				Aerator System	<input checked="" type="checkbox"/>				
Freezer	<input checked="" type="checkbox"/>				Sump Pump	<input checked="" type="checkbox"/>				
Gas Grill	<input checked="" type="checkbox"/>				Irrigation Systems	<input checked="" type="checkbox"/>				
Hood			<input checked="" type="checkbox"/>		Water Heater/Electric	<input checked="" type="checkbox"/>				
Microwave Oven	<input checked="" type="checkbox"/>				Water Heater/Gas			<input checked="" type="checkbox"/>		
Oven			<input checked="" type="checkbox"/>		Water Heater/Solar	<input checked="" type="checkbox"/>				
Range			<input checked="" type="checkbox"/>		Water Purifier	<input checked="" type="checkbox"/>				
Refrigerator			<input checked="" type="checkbox"/>		Water Softener	<input checked="" type="checkbox"/>				
Room Air Conditioner(s)	<input checked="" type="checkbox"/>				Well	<input checked="" type="checkbox"/>				
Trash Compactor	<input checked="" type="checkbox"/>				Septic and Holding Tank/Septic Mound	<input checked="" type="checkbox"/>				
TV Antenna/Dish	<input checked="" type="checkbox"/>				Geothermal and Heat Pump	<input checked="" type="checkbox"/>				
Other:					Other Sewer System (Explain)	<input checked="" type="checkbox"/>				
					Swimming Pool & Pool Equipment	<input checked="" type="checkbox"/>				
								Yes	No	Do Not Know
					Are the structures connected to a public water system?			<input checked="" type="checkbox"/>		
					Are the structures connected to a public sewer system?			<input checked="" type="checkbox"/>		
					Are there any additions that may require improvements to the sewage disposal system?				<input checked="" type="checkbox"/>	
					If yes, have the improvements been completed on the sewage disposal system?			<input checked="" type="checkbox"/>		
					Are the improvements connected to a private/community water system?				<input checked="" type="checkbox"/>	
					Are the improvements connected to a private/community sewer system?				<input checked="" type="checkbox"/>	
B. Electrical System	None/Not Included/Rented	Defective	Not Defective	Do Not Know	D. HEATING & COOLING SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know	
Air Purifier	<input checked="" type="checkbox"/>				Attic Fan	<input checked="" type="checkbox"/>				
Burglar Alarm	<input checked="" type="checkbox"/>				Central Air Conditioning			<input checked="" type="checkbox"/>		
Ceiling Fan(s)			<input checked="" type="checkbox"/>		Hot Water Heat			<input checked="" type="checkbox"/>		
Garage Door Opener / Controls	<input checked="" type="checkbox"/>				Furnace Heat/Gas			<input checked="" type="checkbox"/>		
Inside Telephone Wiring and Blocks/Jacks				<input checked="" type="checkbox"/>	Furnace Heat/Electric	<input checked="" type="checkbox"/>				
Intercom	<input checked="" type="checkbox"/>				Solar House-Heating	<input checked="" type="checkbox"/>				
Light Fixtures			<input checked="" type="checkbox"/>		Woodburning Stove	<input checked="" type="checkbox"/>				
Sauna	<input checked="" type="checkbox"/>				Fireplace	<input checked="" type="checkbox"/>				
Smoke/Fire Alarm(s)	<input checked="" type="checkbox"/>				Fireplace Insert	<input checked="" type="checkbox"/>				
Switches and Outlets			<input checked="" type="checkbox"/>		Air Cleaner	<input checked="" type="checkbox"/>				
Vent Fan(s)	<input checked="" type="checkbox"/>				Humidifier	<input checked="" type="checkbox"/>				
60/100/200 Amp Service (Circle one)			<input checked="" type="checkbox"/>		Propane Tank	<input checked="" type="checkbox"/>				
Generator	<input checked="" type="checkbox"/>				Other Heating Source	<input checked="" type="checkbox"/>				

NOTE: Means a condition that would have a significant "Defect" 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>[Signature]</i>	Date (mm/dd/yy) <u>5-16-2019</u>	Signature of Buyer	Date (mm/dd/yy)
Signature of Seller	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)

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 (at closing)	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)
----------------------------------	-----------------	----------------------------------	-----------------

Property address (number and street, city, state, and ZIP code) **531 W Fifth Street, Seymour, IN 47274**

2. ROOF	YES	NO	DO NOT KNOW
Age, if known Years.			<input checked="" type="checkbox"/>
Does the roof leak?		<input checked="" type="checkbox"/>	
Is there present damage to the roof?			<input checked="" type="checkbox"/>
Is there more than one layer of shingles on the house?	<input checked="" type="checkbox"/>		
If yes, how many layers?	2		

3. HAZARDOUS CONDITIONS	YES	NO	DO NOT KNOW
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?			<input checked="" type="checkbox"/>
Is there any contamination caused by the manufacture or a controlled substance on the property that has not been certified as decontaminated by an inspector approved under IC 13-14-1-15?			<input checked="" type="checkbox"/>
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?			<input checked="" type="checkbox"/>

Explain: *HOME HAS NEVER BEEN LIVED IN BY SELLER; HAS BEEN A RENTAL PROPERTY. IT IS UNKNOWN WHAT SUBSTANCES TENANT MAY HAVE BROUGHT ONTO PROPERTY.*

E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS:
(Use additional pages, if necessary)

BASE CANNOT ELEC. USES FUSES. HOME HAS 100 AMP ELEC SERVICE WITH NO GFCI OUTLETS. HOME HAS GAS STOVE, GAS FURNACE AND GAS WATER HEATER; BUT GAS NOT TURNED ON. SELLER HAS NEVER LIVED IN PROPERTY. SELLING "AS-IS".

4. OTHER DISCLOSURES	YES	NO	DO NOT KNOW
Do structures have aluminum wiring?			<input checked="" type="checkbox"/>
Are there any foundation problems with the structures?			<input checked="" type="checkbox"/>
Are there any encroachments?		<input checked="" type="checkbox"/>	
Are there any violations of zoning, building codes, or restrictive covenants?		<input checked="" type="checkbox"/>	
Is the present use of non-conforming use? Explain:		<input checked="" type="checkbox"/>	
Is the access to your property via a private road?		<input checked="" type="checkbox"/>	
Is the access to your property via a public road?	<input checked="" type="checkbox"/>		
Is the access to your property via an easement?		<input checked="" type="checkbox"/>	
Have you received any notices by any governmental or quasi-governmental agencies affecting this property?		<input checked="" type="checkbox"/>	
Are there any structural problems with the building?			<input checked="" type="checkbox"/>
Have any substantial additions or alterations been made without a required building permit?			<input checked="" type="checkbox"/>
Are there moisture and/or water problems in the basement, crawl space area, or any other area?			<input checked="" type="checkbox"/>
Is there any damage due to wind, flood, termites, or rodents?			<input checked="" type="checkbox"/>
Have any structures been treated for wood destroying insects?		<input checked="" type="checkbox"/>	
Are the furnace/woodstove/chimney/flue all in working order?	<input checked="" type="checkbox"/>		
Is the property in a flood plain?		<input checked="" type="checkbox"/>	
Do you currently pay for flood insurance?		<input checked="" type="checkbox"/>	
Does the property contain underground storage tank(s)?		<input checked="" type="checkbox"/>	
Is the homeowner a licensed real estate salesperson or broker?	<input checked="" type="checkbox"/>		
Is there any threatened or existing litigation regarding the property?		<input checked="" type="checkbox"/>	
Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?		<input checked="" type="checkbox"/>	
Is the property located within one (1) mile of an airport?		<input checked="" type="checkbox"/>	

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>[Signature]</i>	Date (mm/dd/yy) <i>5-16-2009</i>	Signature of Buyer	Date (mm/dd/yy)
Signature of Seller	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)
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 (at closing)	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)



FORM #03.

