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**SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE**

State Form 46234 (R6/ 6-14)

Date (month, day, year)

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)

1. The following are in the conditions indicated:

A. APPLIANCES	None/Not Included/Rented	Defective	Not Defective	Do Not Know
Built-in Vacuum System	✓			
Clothes Dryer	✓			
Clothes Washer	✓			
Dishwasher	✓			
Disposal	✓			
Freezer	✓			
Gas Grill			✓	
Hood			✓	
Microwave Oven			✓	
Oven			✓	
Range			✓	
Refrigerator			✓	
Room Air Conditioner(s)			✓ (2)	
Trash Compactor	✓			
TV Antenna/Dish			✓	
Other:				

B. ELECTRICAL SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know
Air Purifier	✓			
Burglar Alarm	✓			
Ceiling Fan(s)	✓			
Garage Door Opener / Controls	✓			
Inside Telephone Wiring and Blocks/Jacks			✓	
Intercom	✓			
Light Fixtures			✓	
Sauna	✓			
Smoke/Fire Alarm(s)			✓	
Switches and Outlets			✓	
Vent Fan(s)			✓	
60/100/200 Amp Service (Circle one)			✓	
Generator				

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	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)
<i>[Signature]</i>	5/18/14		
Signature of Seller	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)
<i>[Signature]</i>	5/18/14		

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)

C. WATER & SEWER SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know
Cistern			✓	
Septic Field/Bed			✓	
Hot Tub	✓			
Plumbing			✓	
Aerator System	✓			
Sump Pump	✓			
Irrigation Systems	✓			
Water Heater/Electric	✓			
Water Heater/Gas			✓	
Water Heater/Solar	✓			
Water Purifier	✓			
Water Softener	✓			
Well	✓			
Septic and Holding Tank/Septic Mound			✓	
Geothermal and Heat Pump	✓			
Other Sewer System (Explain)	✓			
Swimming Pool & Pool Equipment	✓			

	Yes	No	Do Not Know
Are the structures connected to a public water system?		✓	
Are the structures connected to a public sewer system?		✓	
Are there any additions that may require improvements to the sewage disposal system?		✓	
If yes, have the improvements been completed on the sewage disposal system?		✓	
Are the improvements connected to a private/community water system?		✓	
Are the improvements connected to a private/community sewer system?		✓	

D. HEATING & COOLING SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know
Attic Fan	✓			
Central Air Conditioning	✓			
Hot Water Heat	✓			
Furnace Heat/Gas	✓			
Furnace Heat/Electric			✓	
Solar House-Heating	✓			
Woodburning Stove	✓			
Fireplace			✓	
Fireplace Insert			✓	
Air Cleaner	✓			
Humidifier	✓			
Propane Tank			✓	
Other Heating Source	✓			

Property address (number and street, city, state, and ZIP code)

2. ROOF	YES	NO	DO NOT KNOW
Age, if known: <u>8</u> 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? <u>2</u>			

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 contamination caused by the manufacture of 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:

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

* DENOVIDE IL IN CRAWL SPACE
CONTROLS DRAINAGE AFTER
EXCESSIVE RAINS

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 a 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 flood insurance?		<input checked="" type="checkbox"/>	
Does the property contain underground storage tank(s)?	<input checked="" type="checkbox"/>	<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"/>	

CISTERA

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Signature of Seller	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)
<i>[Signature]</i>	<i>05/18/17</i>	<i>[Signature]</i>	<i>05/18/17</i>
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)
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Form #03.



The LAKE HOUSE
8049 Axsom Branch Rd
Nashville IN 47448
UTILITIES 2016

<u>REMC:</u>	<u>Gaile's Propane</u>	<u>Cistern Water</u>	<u>DirecTV</u>
\$99 2/3/16	\$295 1/28/16		
\$98 3/3/16	\$240 3/21/16		
\$102 4/1/16			
\$117 5/1/16			
\$101 6/5/16	\$81 6/13/16		
\$112 7/1/16			
\$157 8/5/16			
\$212 9/2/16			
\$172 10/3/16			
\$122 11/3/16			
\$99 12/3/16	\$229 12/14/16		
\$90 1/3/17			
<hr/>	<hr/>	<hr/>	<hr/>
\$1,481	\$845	\$825 (11 fills)*	\$1,244 (12 mo.)

***1,500 gallon cistern is filled by *The Water Well* at \$75@. Fills occur primarily from April thru October each year**



SELLER MOTIVATION DISCLOSURE

Effective 7/1/94, Indiana Law prescribes that the motivation of a Seller in a real estate transaction cannot be discussed without the written permission of that Seller.

Circle one:

As Seller below signed I DO*, DO NOT authorize Carpenter Hills O' Brown Realty, Inc. to divulge my motivation for selling.

Our motivation for selling is RECENT ORTHOPEDIC HEALTH
ISSUE

X

Seller Signature

Date

X

Seller Signature

Date

X

Listing Agent Signature

Date



FAA DISCLOSURE

The Federal Aviation Administration has granted an extension of an already existing military flight zone to the Indiana Air National Guard effective August 3, 2006, from Camp Atterbury. Portions of Brown, Bartholomew and Jackson Counties are within flight zone parameters.

Seller gives permission to Carpenter Hills O' Brown Realty, its Broker, and/or assigns to disclose this statement to potential Buyer(s) of this property and that further information concerning the military fly zone may be obtained by calling Camp Atterbury's Public Affairs Office at 812-526-1386.

[Signature] 5/18/17 [Signature] 5/18/17
Seller Date Seller Date

Buyer Date Buyer Date

Seller states that the information contained in this Disclosure is correct to the best of the Seller's CURRENT ACTUAL KNOWLEDGE as of the above date. The prospective buyer and the owner may wish to obtain professional advice. 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 seller.

2015/16/17 LAKE HOUSE WORK & PURCHASES

2015

Work:

\$1,509 ½ Bath Remodel + Window Repair (Paul Gillam)

\$120 New AC Installation (ck. #695)

Purchases:

\$214 New Grill (Sam's Visa)

\$250 New Grilling Gear & Recipe Books (Sam's Visa)

\$600 New Kayaks (Dunham Sports; SW Visa)

\$58 New Kayak Paddles (Dunham Sports; SW Visa)

\$68 New Fire Pit Ring (Rural King; SW Visa)

\$711 Liability Insurance (State Farm; SW Visa)

\$320 New Air Conditioner (Best Buy; SW Visa)

\$105 New Vacuum Cleaner (Wal-Mart; SW Visa)

\$53 New Vacuum Cleaner (Wal-Mart; SW Visa)

\$69 Supplies (Sam's; Sam's Card)

\$34 Propane Bottle Refills (Wal-Mart; SW Visa)

\$100 New King Sheets, 2 sets (Sam's Visa)

\$40 New Games for LH (Julie Clemens, ck. #709)

2016

Purchases:

- \$310 New Three sets of sheets (Sam's M Card)
- \$43 New Fire ring (Rural King: SW Visa)
- \$215 New Gas Grill #2 (Sam's M Card)
- \$167 Supplies (Sam's M Card)
- \$14 Order Genie & Order Remover (Menard's; cash)
- \$30 New 4 Juice glasses; 4 Crystal Water glasses (cash)
- \$20 New Coffee Maker (Target: SW Visa)
- \$400 New Push Mower (Richard's: SW Visa)
- \$400 New String Trimmer (Richard's: SW Visa)
- \$168 2 Anti-Gravity Chairs (MCL Sports; SW Visa)
- \$42 New Comforter & large Area Rug (Sam's MC)
- \$360 New Sheets; 6 sets; (Sam's MC)
- \$700 Ellie's Jellies Promotion (Dillman Farms; SW Visa)

2017

Purchases:

- \$40 1 gallon BM 'Ice White' wall/ceiling paint (SW/V: Sherwin Williams)
- \$40 1 gallon SW/'Super White' trim paint (SW/V: Sherwin Williams)
- \$15 1 quart Bead board & door semi-gloss gray (SW/V: Sherwin Williams)
- \$35 NEW Deck door lock set (SW/V: Menard's)
- \$333 NEW Pillows; Rugs; Art (SW/V: Pier I)
- \$218 NEW Cushions; Basket; Toaster; Toilet Brushes; Lamp Shade (SW/V: Target)
- \$10 NEW bath mat

Labor (Sam Gillam/David Gallahue):

- \$400 (ck. #836)



NON-DISCLOSURE AGREEMENT

Our agreement with the Seller requires that we obtain a Non-Disclosure Agreement before disclosing certain information about his/her business and /or real estate. This information must be kept confidential.

In consideration of Carpenter Hills O' Brown Realty (Broker) providing the information on certain businesses and /or real estate for sale, I/we understand and agree:

1. (a) That any financial information provided is sensitive and confidential , and that its disclosure to others may be damaging to the business and its owners. I/we agree that any information supplied is to be returned to Broker or Seller upon request.

(b) Not to disclose, for a period of three years from the date I/we sign this Non-Disclosure Agreement, any information regarding the business to any other person who has not also signed this Agreement except to secure the advice and recommendations of my business advisors (accountants, attorneys, etc.). "Information" as used in this Agreement shall include the fact that the businesses are for sale, plus any other data provided.

(c) Not to contact the business owners or their Landlords, employees, suppliers or customers except through Broker. All correspondence, inquiries, offers to purchase and negotiations relating to the purchase or lease of any business or real estate presented by the Broker will be conducted exclusively through the Broker.

(d) Not to circumvent or interfere with Broker's contract with the Seller in any way. I/we understand that if we interfere with Brokers' contract right to its fee from Seller, I/we may be personally liable to Broker for payment of the Sellers' fee. We understand that should I/we become a manager or otherwise connected with any of the businesses disclosed to me/us then a fee will be due Broker. I/we understand that if I/we make the purchase through Broker, I/we will not be liable for the fee to be paid by Seller to Broker.

2. That all information regarding businesses or real estate for sale is provided by the Seller or other sources and is not necessarily verified in any way by Broker. Broker has no knowledge of the accuracy of said information and makes no warranty, expressed or implied, as to the accuracy of such information. I/we agree that Broker is not responsible for the accuracy of any other information I/we receive, and I/we agree to indemnify and hold Broker and its agents harmless from any claims or damages which may occur by reason of the inaccuracy or incompleteness of any information provided to me/us with respect to any business I/we might purchase.

I/we acknowledge that I/we have received an exact copy of this Agreement and that I/we have read this Agreement carefully and fully understand it.

X _____ Date _____

Signature
(Name)

X _____ Date _____

Signature
(Name)

Firm: Carpenter Hills O' Brown Realty

Agent Name: _____ **Agent Signature:** _____

Location/Business: _____

Please sign and date, and fax back to 812-988-6664