



SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

State Form 46234 (R6/6-14)

Date (month, day, year) **07/12/24**

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) **7606 N Roanoke Road, Huntington, IN 46750**

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="radio"/>				Cistern	<input checked="" type="radio"/>				
Clothes Dryer			<input checked="" type="radio"/>		Septic Field/Bed				<input checked="" type="radio"/>	
Clothes Washer			<input checked="" type="radio"/>		Hot Tub	<input checked="" type="radio"/>				
Dishwasher			<input checked="" type="radio"/>		Plumbing			<input checked="" type="radio"/>		
Disposal	<input checked="" type="radio"/>				Aerator System	<input checked="" type="radio"/>				
Freezer			<input checked="" type="radio"/>		Sump Pump			<input checked="" type="radio"/>		
Gas Grill			<input checked="" type="radio"/>		Irrigation Systems	<input checked="" type="radio"/>				
Hood			<input checked="" type="radio"/>		Water Heater/Electric			<input checked="" type="radio"/>		
Microwave Oven			<input checked="" type="radio"/>		Water Heater/Gas	<input checked="" type="radio"/>				
Oven			<input checked="" type="radio"/>		Water Heater/Solar	<input checked="" type="radio"/>				
Range			<input checked="" type="radio"/>		Water Purifier	<input checked="" type="radio"/>				
Refrigerator			<input checked="" type="radio"/>		Water Softener			<input checked="" type="radio"/>		
Room Air Conditioner(s)	<input checked="" type="radio"/>				Well			<input checked="" type="radio"/>		
Trash Compactor	<input checked="" type="radio"/>				Septic and Holding Tank/Septic Mound				<input checked="" type="radio"/>	
TV Antenna/Dish	<input checked="" type="radio"/>				Geothermal and Heat Pump	<input checked="" type="radio"/>				
Other:					Other Sewer System (Explain)	<input checked="" type="radio"/>				
					Swimming Pool & Pool Equipment	<input checked="" type="radio"/>				
								Yes	No	Do Not Know
					Are the structures connected to a public water system?			<input checked="" type="radio"/>		
					Are the structures connected to a public sewer system?			<input checked="" type="radio"/>		
					Are there any additions that may require improvements to the sewage disposal system?			<input checked="" type="radio"/>		
					If yes, have the improvements been completed on the sewage disposal system?					
					Are the improvements connected to a private/community water system?			<input checked="" type="radio"/>		
					Are the improvements connected to a private/community sewer system?			<input checked="" type="radio"/>		
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="radio"/>				Attic Fan	<input checked="" type="radio"/>				
Burglar Alarm	<input checked="" type="radio"/>				Central Air Conditioning	<input checked="" type="radio"/>				
Ceiling Fan(s)			<input checked="" type="radio"/>		Hot Water Heat	<input checked="" type="radio"/>				
Garage Door Opener / Controls	<input checked="" type="radio"/>				Furnace Heat/Gas			<input checked="" type="radio"/>		
Inside Telephone Wiring and Blocks/Jacks			<input checked="" type="radio"/>		Furnace Heat/Electric	<input checked="" type="radio"/>				
Intercom			<input checked="" type="radio"/>		Solar House-Heating	<input checked="" type="radio"/>				
Light Fixtures			<input checked="" type="radio"/>		Woodburning Stove	<input checked="" type="radio"/>				
Sauna	<input checked="" type="radio"/>				Fireplace	<input checked="" type="radio"/>				
Smoke/Fire Alarm(s)			<input checked="" type="radio"/>		Fireplace Insert	<input checked="" type="radio"/>				
Switches and Outlets			<input checked="" type="radio"/>		Air Cleaner	<input checked="" type="radio"/>				
Vent Fan(s)			<input checked="" type="radio"/>		Humidifier	<input checked="" type="radio"/>				
60/100/200 Amp Service (Circle one)				<input checked="" type="radio"/>	Propane Tank	<input checked="" type="radio"/>				
Generator	<input checked="" type="radio"/>				Other Heating Source	<input checked="" type="radio"/>				

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 	Date (mm/dd/yy) 07/12/2024	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) **7606 N Roanoke Road, Huntington, IN 46750**

2. ROOF	YES	NO	DO NOT KNOW
Age, if known ²⁰¹⁶ Years.	<input checked="" type="checkbox"/>		
Does the roof leak?		<input checked="" type="radio"/>	
Is there present damage to the roof?		<input checked="" type="radio"/>	
Is there more than one layer of shingles on the house?		<input checked="" type="radio"/>	
If yes, how many layers?			

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="radio"/>	
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="radio"/>	
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="radio"/>	

Explain:

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

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

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Signature of Seller <i>[Signature]</i>	Date (mm/dd/yy) 07/12/2024	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.





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: 7606 N Roanoke Road, Huntington, IN 46750

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) 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) 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.) JW 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.)**

7606 N Roanoke Road, Huntington, IN 46750
(Property Address)

46 **CERTIFICATION OF ACCURACY**

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

49
50 This *Certification* and *Acknowledgment* may be executed simultaneously or in two or more counterparts, each of which shall be
51 deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this
52 *Certification* and *Acknowledgment* may be transmitted between them electronically or digitally. The parties intend that
53 electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original
54 document shall be promptly delivered, if requested.

55
56
57 _____
BUYER'S SIGNATURE DATE

58
59 _____
60 PRINTED

61
62
63 _____
BUYER'S SIGNATURE DATE

64
65
66 _____
67 PRINTED

68
69 _____
SELLING BROKER DATE

Authentisign
Leslie Evans
07/12/2024
SELLER'S SIGNATURE DATE

Evans, Leslie, as Trustee of the successors Trustees under Roanoke Road
PRINTED

SELLER'S SIGNATURE DATE

PRINTED

Authentisign
Jordan Wildman
07/10/2024
LISTING BROKER DATE

Jordan Wildman



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7606 N Roanoke Road, Huntington, IN 46750

(Property Address)



**ALTERNATIVE DISPUTE RESOLUTION ADDENDUM
(AN ALTERNATIVE TO LITIGATION)**

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

1 This Addendum is attached to and made a part of the Purchase Agreement dated _____, on property
 2 known as **7606 N Roanoke Road**, **Huntington**, Indiana, Zip **46750** (the "Property").
 3

4 Buyer and Seller agree that in the event either party defaults in the performance of the obligations of such party under the Purchase
 5 Agreement, or in the event there is a dispute between Buyer and Seller with respect to their obligations arising out of the purchase
 6 and sale of the Property, that does not exceed the total sum of \$6,000 U.S. Dollars, the dispute shall be submitted to binding arbitration.
 7 All amounts referred to in this Addendum are in U.S. Dollars.
 8

9 **The following terms and conditions apply:**

- 10
- 11 **A.** If Buyer breaches the Purchase Agreement, and the total amount in controversy is greater than \$6,000, Seller shall be entitled
 12 to file suit in a court to recover, in addition to any remedies available under the Purchase Agreement, all reasonable costs and
 13 expenses, including attorney fees, incurred by Seller.
 14
- 15 **B.** If Seller breaches the Purchase Agreement, and the total amount in controversy is greater than \$6,000, Buyer shall be entitled
 16 to file suit in a court to recover, in addition to any remedies available under the Purchase Agreement, (including specific
 17 performance), all reasonable costs and expenses, including attorney fees, incurred by Buyer.
 18
- 19 **C.** The administrator shall be the Better Business Bureau® ("BBB"). If the BBB is not able to conduct arbitration because it does
 20 not operate in a county where the Property is located, but another BBB is able to do so, then that BBB shall be the
 21 administrator, unless the parties agree in writing otherwise.
 22
- 23 **D.** If a party believes in good faith that the total amount in controversy exceeds \$6,000, then that party shall give the arbitrator and
 24 the non-objecting party written notice and supporting documentation of such objection within the time limits imposed by the
 25 arbitrator. The arbitrator will determine whether the total amount in controversy is within \$6,000; however, such determination
 26 is not binding upon the parties. If a party desires to contest the arbitrator's determination as to the total amount in controversy,
 27 the parties may file a declaratory judgment action in a court within fifteen (15) days of the date the arbitrator notifies the parties
 28 in writing of such determination. If an action is not timely filed, the parties shall waive their right to contest the arbitrator's
 29 determination.
 30
- 31 **E.** If it is determined that the total amount in controversy exceeds \$6,000, either party may withdraw from arbitration. However,
 32 both parties may voluntarily consent in writing to arbitration.
 33
- 34 **F.** A party begins the process of arbitration by giving to the other party and the BBB a notice to start arbitration by briefly stating
 35 the party's claim, the grounds for it and the total amount in controversy.
 36
- 37 **G.** Because this Addendum contains an agreement for binding arbitration as to matters within \$6,000, no party may reject
 38 arbitration for failure to agree on the issues or for failure to sign an agreement with the BBB.
 39
- 40 **H.** If a party seeks an award for: (1) loss of wages; (2) damages for personal injury or mental anguish, or both; (3) consequential
 41 damages; or (4) any other element of damages; that party shall give to the other party and to the BBB written notice thereof.
 42 The notice shall state the amount claimed for each item for which an award is sought. An award cannot exceed the total
 43 amount sought by a party.
 44
- 45 **I.** The BBB shall conduct arbitration according to its rules, but subject to Indiana law, if the Property is located in Indiana. If any
 46 conflict arises between the rules of the BBB and any applicable legislation, the applicable legislation will control.
 47
- 48 **J.** The purpose of arbitration is to resolve disputes within the \$6,000 jurisdictional limit and to provide for enforcement of the
 49 award by a court, if necessary, by its entering judgment on the award as authorized by applicable legislation.
 50
- 51 **K.** The parties shall share equally the cost of the arbitration process as determined under the rules of the BBB. If by reason of
 52 membership in the BBB a party is not responsible for such cost, the other party shall pay its own share of such cost.
 53
- 54 **L.** In the arbitration process, the arbitrator shall neither award attorney fees nor allocate between the parties any other costs or
 55 expenses incurred by a party in the arbitration process. Each party is responsible for its own attorney fees, costs and expenses.

7606 N Roanoke Road, Huntington, IN 46750

(Property Address)

Page 1 of 2 (ADR Addendum)

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56 **M. All other terms and conditions of the Purchase Agreement to which this Addendum is attached remain unchanged.**

57
58 This Addendum shall survive closing.

59
60 By signature below, the parties have executed this Addendum on the date first written above, have agreed to binding arbitration and
61 acknowledge receipt of a signed copy of this Addendum.

62	_____			_____	07/12/2024
63	BUYER'S SIGNATURE	DATE	SELLER'S SIGNATURE		DATE

64	_____		Evans, Leslie, as Trustee of the successors Trustees under Roanoke Road
65	PRINTED		PRINTED

66	_____		_____	
67	BUYER'S SIGNATURE	DATE	SELLER'S SIGNATURE	DATE

68	_____		_____
69	PRINTED		PRINTED



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