

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: 105 N. Hickory St., Aberdeen, MS 39730	
SELLER(S): Henry S. Applewhite	Year Built: 1975

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.

Signature(s) of Seller(s)

Date

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)

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?
2. Does the seller currently occupy the residence?
3. Are there certificates of occupancy related to the property?
4. Is the residence a condominium?
5. Is the residence a modular/mobile home on a permanent foundation?
6. Was the residence built in conformity to approved building codes?
7. What dates have the seller occupied the residence?
8. What is the approximate square footage of the heated/cooled living area?
9. How or by whom was the heated/cooled square footage area determined?

☒	Yes	☐	No	☐	Unk	☐	NA
☐	Yes	☒	No	☐	Unk	☐	NA
☐	Yes	☒	No	☐	Unk	☐	NA
☐	Yes	☒	No	☐	Unk	☐	NA
☐	Yes	☒	No	☐	Unk	☐	NA
☒	Yes	☐	No	☐	Unk	☐	NA

N/A

2,109

TAX CARD

II. ROOF

1. Are you aware whether all or any portion of the roof has been repaired or replaced? ☒ Yes ☐ No ☐ Unk ☐ NA

If Yes, please explain here (attach additional pages if necessary).

New Roof installed on Nov. 1, 2016

2. To your knowledge, are there any written warranties presently in place for the roof? If Yes, please provide a copy. ☒ Yes ☐ No ☐ Unk ☐ NA

Based on paperwork Attached, I believe that the shingles are 30 year shingles & may have some warranty remaining.

3. Are you aware of any current leaks or defects with the roof such as structural issues, dry rot, water backups, moisture issues, wind damage, or hail damage? ☐ Yes ☒ No ☐ Unk ☐ NA

If Yes, please explain here (attach additional pages if necessary).

About

4. The roof is 10 years old.

III. UTILITIES, INTERNET, AND TELEVISION SERVICES

Utilities	Service Provider (state NA if Not Applicable)	Average Monthly Bill
Electricity	<i>City of Aberdeen</i>	
Natural Gas	<i>Atmos Energy</i>	
Water	<i>City of Aberdeen</i>	
Garbage Collection	<i>City of Aberdeen / Monroec County</i>	
Propane		
Solar Panels		
(other)		
	<i>Average Monthly Cost -</i>	
	<i>See Attachments</i>	

If applicable, Propane Tank is: ☐ Owned, ☐ Leased. If leased, the fee is \$ _____ per: Month ☐, Year ☐.

1. Is your drinking water from a private well? ☐ Yes ☒ No ☐ Unk ☐ NA
- a) If YES, has the water quality been tested for safety? ☐ Yes ☐ No ☐ Unk ☐ NA
- If YES, please attach the Water Safety Report (if available).*

2. The sewage system is: ☒ Public ☐ Private ☐ Septic ☐ Cesspool ☐ Treatment ☐ Lift ☐ Other

If an individual system, provide:

Manufacturer Name: _____

Location on Property: _____

Is a sewage pump installed?

☐ Yes ☐ No ☐ Unk ☐ NA

If an individual system, has it been inspected by the proper state/county/Health Department officials?

☐ Yes ☐ No ☐ Unk ☐ NA

If an individual system, what is the date of the last servicing? _____

How many bedrooms are allowed by the individual wastewater permit? _____

3. Is cable Television available at the site? ☒ Yes ☐ No ☐ Unk ☐ NA

What type of internet service is available at the site? ☐ DSL ☐ Cable ☐ Fiber Optic ☐ Satellite ☒ Unk ☐ NA

If internet service is currently available, who is the provider? *MAXX South*

IV. STRUCTURAL ITEMS & SOILS

1. Are you aware of any settlement/heaving of soils, any collapsible or expansive soils or poorly compacted fill on the Property? ☐ Yes ☒ No ☐ Unk ☐ NA
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 ☐ NA
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? ☐ Yes ☒ No ☐ Unk ☐ NA
4. Are you aware of any foundation repairs made in the past?
 - a) If YES, is there a written report? ☐ Yes ☐ No ☐ Unk ☐ NA
 - b) If YES, is there a warranty which can be transferred to the buyer? ☐ Yes ☐ No ☐ Unk ☐ NA
5. To your knowledge, are any foundation repairs currently needed? ☐ Yes ☒ No ☐ Unk ☐ NA
6. Except for "Cosmetic Upgrades" (carpet, paint, wallpaper) have you remodeled, made any additions, structural modifications, or other alterations or improvements to the property? ☒ Yes ☐ No ☐ Unk ☐ NA
 - 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. *See Attached Supplement*
7. Were all necessary work PERMITS and approvals secured in compliance with local, city and county building codes? ☐ Yes ☐ No ☒ Unk ☐ NA

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:

Fire ☐ Yes ☒ No ☐ Unk ☐ NA Hail ☐ Yes ☒ No ☐ Unk ☐ NA Hurricane ☐ Yes ☒ No ☐ Unk ☐ NA	Windstorm ☐ Yes ☒ No ☐ Unk ☐ NA Tornados ☐ Yes ☒ No ☐ Unk ☐ NA Other Disaster ☐ Yes ☒ No ☐ Unk ☐ NA
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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, termites or wood-destroying insects? ☐ Yes ☒ No ☐ Unk ☐ NA

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 and/or in the residence? ☐ Yes ☒ No ☐ Unk ☐ NA

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?

Interior Walls	☐	Yes	☒	No	☐	Unk	☐	NA
Fireplace	☐	Yes	☐	No	☐	Unk	☒	NA
Windows	☐	Yes	☒	No	☐	Unk	☐	NA
Doors/Door Trim	☐	Yes	☒	No	☐	Unk	☐	NA
Ceiling	☐	Yes	☒	No	☐	Unk	☐	NA
Flooring	☐	Yes	☒	No	☐	Unk	☐	NA
Sinks/Wet Bar	☐	Yes	☒	No	☐	Unk	☐	NA
Shower	☐	Yes	☐	No	☐	Unk	☒	NA
Sauna	☐	Yes	☐	No	☐	Unk	☒	NA
Jetted Bathtubs	☐	Yes	☐	No	☐	Unk	☒	NA
Lighting	☐	Yes	☒	No	☐	Unk	☐	NA
Ceiling Fans	☐	Yes	☒	No	☐	Unk	☐	NA
Electrical Outlets	☐	Yes	☒	No	☐	Unk	☐	NA
Locks	☐	Yes	☒	No	☐	Unk	☐	NA
	☐	Yes	☐	No	☐	Unk	☐	NA

Exterior Walls	☐	Yes	☒	No	☐	Unk	☐	NA
Chimney	☐	Yes	☐	No	☐	Unk	☒	NA
Skylights	☐	Yes	☐	No	☐	Unk	☒	NA
Rain Gutters	☐	Yes	☒	No	☐	Unk	☐	NA
Driveway	☐	Yes	☒	No	☐	Unk	☐	NA
Irrigation Sys	☐	Yes	☐	No	☐	Unk	☒	NA
French Drain	☐	Yes	☐	No	☐	Unk	☒	NA
Patio	☐	Yes	☐	No	☐	Unk	☒	NA
Outdoor Fireplace	☐	Yes	☐	No	☐	Unk	☒	NA
Outdoor Kitchen	☐	Yes	☐	No	☐	Unk	☒	NA
Soffit(s)/Fascia(s)	☐	Yes	☒	No	☐	Unk	☐	NA
Stucco/Dryvit	☐	Yes	☐	No	☐	Unk	☒	NA
Garage Door	☐	Yes	☐	No	☐	Unk	☒	NA
	☐	Yes	☐	No	☐	Unk	☐	NA
	☐	Yes	☐	No	☐	Unk	☐	NA

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?

☒ Yes ☐ No ☐ Unk ☐ NA

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).

See Attached Survey.

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: ☒ Yes ☐ No ☐ Unk If Yes: \$ 2,571.54 /year. Homestead exemption: ☐ Yes ☒ No

Encroachments	☐	Yes	☒	No	☐	Unk	☐	NA
Easements	☐	Yes	☐	No	☒	Unk	☐	NA
Soil Problems	☐	Yes	☒	No	☐	Unk	☐	NA
Land Fill	☐	Yes	☒	No	☐	Unk	☐	NA
Foreclosure	☐	Yes	☒	No	☐	Unk	☐	NA
Pending Litigation	☐	Yes	☒	No	☐	Unk	☐	NA
Restrictive Covenants	☒	Yes	☐	No	☐	Unk	☐	NA
Mechanics Lien(s)	☐	Yes	☒	No	☐	Unk	☐	NA
Materials Lien(s)	☐	Yes	☒	No	☐	Unk	☐	NA
Rights of Way	☐	Yes	☐	No	☒	Unk	☐	NA
CRP	☐	Yes	☒	No	☐	Unk	☐	NA
16 th Section land	☐	Yes	☒	No	☐	Unk	☐	NA
Leasehold	☐	Yes	☒	No	☐	Unk	☐	NA

Boundary Dispute	☐	Yes	☒	No	☐	Unk	☐	NA
Soil Erosion	☐	Yes	☒	No	☐	Unk	☐	NA
Standing Water	☐	Yes	☒	No	☐	Unk	☐	NA
Drainage Problems	☐	Yes	☒	No	☐	Unk	☐	NA
Zoning Noncompliance	☐	Yes	☒	No	☐	Unk	☐	NA
Judgments/Liens	☐	Yes	☒	No	☐	Unk	☐	NA
Special Assessments	☐	Yes	☐	No	☒	Unk	☐	NA
Eminent Domain	☐	Yes	☒	No	☐	Unk	☐	NA
HOA/COA Dues	☐	Yes	☒	No	☐	Unk	☐	NA
Historic Registry	☐	Yes	☐	No	☒	Unk	☐	NA
Pearl River Valley land	☐	Yes	☒	No	☐	Unk	☐	NA
PID: \$	☐	Yes	☐	No	☒	Unk	☐	NA
(Other)	☐	Yes	☐	No	☒	Unk	☐	NA

If Yes, please explain here (attach additional pages if necessary).

As to Restrictive Covenants, see Dec. 19, 1995 Attorney Title Opinion Attached

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? ☐ Yes ☒ No ☐ Unk ☐ NA
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? ☐ Yes ☒ No ☐ Unk ☐ NA
a) If Yes, please indicate the premium currently being paid and the date that the premium was last adjusted. Date Paid _____ Date Last Adjusted _____
6. Are you aware if any portion of the Property (Site) is currently designated as being located within a WETLANDS area and is subject to specific restrictive uses? ☐ Yes ☒ No ☐ Unk ☐ NA
7. Are you aware of any occurrence of water penetration or damage (at any time, for any reason) to:
- | | | | | | | | | | |
|-------|---|--|------------------------------|-----------------------------|-------------|---|-----------------------------|------------------------------|--|
| Walls | ☒ Yes | ☐ No | ☐ Unk | ☐ NA | Windows | ☒ Yes | ☐ No | ☐ Unk | ☐ NA |
| Doors | ☐ Yes | ☒ No | ☐ Unk | ☐ NA | Crawl Space | ☐ Yes | ☐ No | ☐ Unk | ☒ NA |
| Attic | ☐ Yes | ☒ No | ☐ Unk | ☐ NA | Basement | ☐ Yes | ☐ No | ☐ Unk | ☒ NA |

If Yes, please explain here (attach additional pages if necessary).

See Addendum as to old water damage.

8. Are you aware of water penetration or damage FOR ANY REASON, because of:

Flooding	☐ Yes	☒ No	☐ Unk	☐ NA	Lot Drainage	☐ Yes	☒ No	☐ Unk	☐ NA
Pipe Fittings	☐ Yes	☒ No	☐ Unk	☐ NA	Condensation	☐ Yes	☒ No	☐ Unk	☐ NA
Sewer Overflow	☐ Yes	☒ No	☐ Unk	☐ NA	Moisture Seep	☐ Yes	☒ No	☐ Unk	☐ NA
Sewer Backup	☐ Yes	☒ No	☐ Unk	☐ NA	Leaking Pipes	☐ Yes	☒ No	☐ Unk	☐ NA
Plumbing Fixtures	☐ Yes	☒ No	☐ Unk	☐ NA	Broken Pipes	☐ Yes	☒ No	☐ Unk	☐ NA
Leaking Appliances	☐ Yes	☒ No	☐ Unk	☐ NA	Other Causes	☐ Yes	☒ No	☐ Unk	☐ NA

If Yes, please explain here (attach additional pages if necessary).

See as to sewer - North Bathroom Addendum

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

Instructions to Seller(s):

- 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.
- 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.
- Indicate whether the item is powered by gas or electricity, and the age in years of the item (if age not known, indicate "Unknown").
- Where a "(#)" appears in the entries below, indicate, in the blank space provided immediately thereafter, how many of the item will remain with the property.

e) Indicate in the box provided after the list below if seller knows of a problem with one or more items appearing in the list.

ITEM	GAS/ELECTRIC	AGE
Built-In Cooktop		
Built-In Oven(s)		
Built-In Dishwasher		
Built-In Microwave		
Built-In Ice Maker		
Built-in Trash Compactor		
Built-in Range		
Built-In Refrigerator	Electric	Unknown

ITEM	GAS/ELECTRIC	AGE
Garbage Disposal		
Garage Door Opener(s) (#)___		About
Central Air (#)___	Trane Central	15 years
Central Heat (#)___	Heat + AC	
Water Heaters (#)___	GAS	Unknown
Tankless Heater (#)___		
Ductless HVAC		

If seller knows of a problem with one or more items listed above, explain the problem here (attach additional pages if necessary).
If no explanation(s) appear in this box or on an attached page, seller thereby indicates being unaware of any problems.

VII. CERTIFICATION

SELLER certifies that the information in this Property Condition Disclosure Statement is true and complete to the seller's actual (personal) knowledge as of the date signed by the seller. If a seller of residential real property acquires knowledge which renders materially inaccurate a Property Condition Disclosure Statement provided previously, the seller shall deliver a revised Property Condition Disclosure Statement to the buyer as soon as practicable. In no event, however, shall a seller be required to provide a revised Property Condition Disclosure Statement after the transfer of title from the seller to the buyer or occupancy by the buyer, whichever is earlier.

Seller's Signature(s)

X _____
X _____

Date 8/5/2026
Date _____

BUYER acknowledges receipt of a copy of this statement and buyer understands that this information is a statement of certain conditions and information concerning the property known to the seller. It is not a warranty of any kind by the seller and is not a substitute for any home, pest, hazardous waste, or other inspections or testing of the property or inspection(s) of the public records.

Buyer's Signature(s)

X _____
X _____

Date _____
Date _____

SELLER'S CLOSING CERTIFICATION: Seller certifies at closing that the information in this PCDS, including any amendments, remains true and complete to the seller's actual (personal) knowledge as of the date of the transaction's closing.

Seller's Signature(s) at closing

X _____
X _____

Date of closing _____
Date of closing _____

SECTION II. ROOF

Supplement Question No. 2

See attached paperwork for the November 1, 2016 new roof.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**Lead Warning Statement**

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 (initial (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing. Describe what is known:

(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 (initial (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

(c) Purchaser has (initial (i) or (ii) below):

(i) _____ received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed above.

(ii) _____ not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.

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

(e) Purchaser has (initial (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.

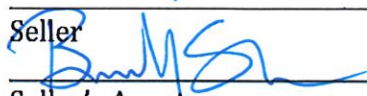
Agent's Acknowledgment (initial or enter N/A if not applicable)

(f) _____ Seller's 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.

(g) _____ Purchaser's 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.¹

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.

	8-6-26		
Seller	Date	Purchaser	Date
	8-6-26		
Seller	Date	Purchaser	Date
Seller's Agent	Date	Purchaser's Agent ¹	Date

Paperwork Reduction Act

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2070-0151). Responses to this collection of information are mandatory (40 CFR 745). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 0.12 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address."

¹ Only required if the purchaser's agent receives compensation from the seller.

Lewis Prestage
20263 Coontail Rd
Aberdeen MS 39730

Invoice

5-year Labor Warranty 611682

SOLD TO <i>Henry Applewhite</i>		SHIP TO	
ADDRESS <i>105 N. Hickory St.</i>		ADDRESS	
CITY, STATE, ZIP <i>Aberdeen MS 39730</i>		CITY, STATE, ZIP	
CUSTOMER ORDER NO.	SOLD BY <i>Lewis 889-0992</i>	TERMS	F.O.B.
			DATE <i>11-1-16</i>

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		Removed the old shingles, refelt with 30 ^{lb} felt, installed 26-ss Pewter Grey Atlas 30year shingles back on.			1430 00
		Clean up, dispose in landfill.			150 00
		Replace 1-12" + 2-4" pipe boots			15 00
		Install 20' Ridge vent			60 00
		Remove static vents			45 00
					1700 00
		Thank You			
		Yours			

Proposal

PROPOSAL NO.

SHEET NO.

DATE

10-15-16

PROPOSAL SUBMITTED TO:

NAME Henry Applewhite
 ADDRESS 105 N Hickory St.
Aberdeen Ms 39730
 PHONE NO. 662-369-7783

WORK TO BE PERFORMED AT:

ADDRESS 105 N Hickory St.
Aberdeen Ms

DATE OF PLANS

ARCHITECT

Roofing Lewis Prestage 662-889-0472

We hereby propose to furnish the materials and perform the labor necessary for the completion of 26-5g 30 year Arc Shingles

Remove existing shingles, inspect decking, refelt with 30 lb felt, install app, 26-5g 30 year Arc Shingle back on	1430.00
Clean up all the old shingles + nails, dispose in landfill	150.00
Replace 1-1 1/2 + 2-4" pipe boots	15.00
Install 20' of Ridge vent	60.00
Remove 3-static vent + plug the holes with 1/2" decking labor	45.00
Material cost	1700.00

26-5g
 12 rolls 30 lb felt
 Box - nails
 1-1 1/2 + 2-4

2090.30

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Dollars (\$) with payments to be made as follows. Material to be paid

upon delivery
labor paid upon
Completion

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

Per

Note — this proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date 10/19/16 Signature Henry J. Applewhite



SHIPPING LOCATION:
2000 HIGHWAY 15 N
PONTOTOC MS
38863-9672

(662)489-3461

ORDER ACKNOWLEDGEMENT

SOLD TO:
LEWIS PRESTAGE
20263 COONTAIL ROAD
ABERDEEN MS
39730

SHIP TO:
APPLEWHITE
105 N HICKORY ST
662-889-0472
ABERDEEN

MS 39730

							SALES REP	PAGE
ORDER NO.		CUSTOMER ORDER NO.	SHIP VIA	CUSTOMER NO.	TERMS	SHIP DATE	ORDER ACK DATE	
54109498		APPLEWHITE	OTG	93621500	CASH ON DELIVER	10/27/16	10/19/16	
ITEM NUMBER	ITEM DESCRIPTION	QUANTITY ORDERED	U/M T/D	QUANTITY SHIPPED	QUANTITY BACKORDER	UNIT PRICE	EXTENDED PRICE	
ABC #220 PONTOTOC	OUR TRUCK GROUND							
05WR30PLFL	WARRIOR 30# PLAIN FELT 2SQ	12	RL			19.35	232.20	
0150080011	COIL NAIL 1-1/4" ABC COIL NAIL	1	BX			28.68	28.68	
5040514101	FLASHING SELF SEAL PIPE PLAST 1 1/2	1	EA			3.59	3.59	
5040514104	FLASHING SELF SEAL PIPE PLAST 4"	2	EA			4.19	8.38	
02ATSPHPW	AT PINNACLE HP SCOTCH PR PEWTER 3/S	72	BD			21.50	1548.00	
01ATGM25PW	ATLAS GLASSM-30 PEWTER 3/SQ	6	BD			17.95	107.70	
99FUELCHG1	FUEL SURCHARGE 1	1	EA			25.00	25.00	
HENRY: 662 369 7783								

THIS IS NOT A SHIPPING DOCUMENT

10/18/16 - Jerry -

72 bundles is 24 squares + is Ardine Pelton

① 6 - Bundles match - 3 tabs for starters & ridge

② After the typos will be next week - Let will call me before delivery

THIS IS NOT A SHIPPING DOCUMENT

10/18/16 - Jerry -
72 bundles is 24 squares
+ is Ardine Pelter
① 6 - Bundles match - 3 tabs higher
for studs & ridge
② After the files with Lewis
next week - he will
call me before delivery

MS 99

SUBTOTAL 1953.55

SUBTOTAL AMOUNT	+	FREIGHT	+	SALES TAX	TOTAL PAYABLE IN U.S. DOLLARS
1953.55				136.75	2090.30

www.abcsupply.com www.abccatalog.com

Henry J. Applewhite [REDACTED]
General Ledger
January 1/23 to January 31/24

Acct. No.	Account Name			Description	Debit	Credit	Balance
Date	Src	Ref	Entry #				
5560	Utilities						0.00
Jan 12/23	GB	bd	180751	A/P Payment on Account	192.18		
Jan 31/23	GB	bd	180909	A/P Payment on Account	151.65		
Feb 8/23	GB	BD	181057	A/P Payment on Account	209.14		
Feb 27/23	GB	BD	181347	A/P Payment on Account	129.62		
Mar 7/23	GB	BD	181523	A/P Payment on Account	199.18		
Mar 26/23	GB	bd	181861	A/P Payment on Account	95.17		
Apr 6/23	GB	bd	181976	A/P Payment on Account	192.20		
Apr 24/23	GB	bd	182190	A/P Payment on Account	79.09		
May 5/23	GB	BD	182364	A/P Payment on Account	206.68		
May 25/23	GB	BD	182658	A/P Payment on Account	71.84		
Jun 7/23	GB	BD	182765	A/P Payment on Account	196.32		
Jul 8/23	GB	12067	183022	A/P Payment on Account	222.13		
Aug 10/23	GB	bd	183430	A/P Payment on Account	318.51		
Sep 7/23	GB	bd	183800	A/P Payment on Account	214.21		
Oct 9/23	GB	BD	184016	A/P Payment on Account	334.57		
Oct 23/23	GB	bd	184055	A/P Payment on Account	67.90		
Nov 6/23	GB	BD	184114	A/P Payment on Account	242.70		
Nov 27/23	GB	bd	184153	A/P Payment on Account	71.97		
Dec 5/23	GB	bd	184170	A/P Payment on Account	194.88		
Dec 26/23	GB	bd	184213	A/P Payment on Account	100.12		
Jan 8/24	GB	BD	184232	A/P Payment on Account	175.94		
Jan 29/24	GB	BD	184247	A/P Payment on Account	167.27		
				Closing balance - Utilities			3,833.27

p. 1 of 2

Utilities Addendum

Henry J. Applewhite
General Ledger
January 1/25 to June 30/26

Acct. No.	Account Name			Description	Debit	Credit	Balance
Date	Src	Ref	Entry #				
5560	Utilities						0.00
Jan 5/25	GB	bd	184574	A/P Payment on Account	123.69		
Jan 21/25	GB	bd	184582	A/P Payment on Account	218.48		
Feb 6/25	GB	bd	184594	A/P Payment on Account	123.66		
Feb 19/25	GB	bd	184601	A/P Payment on Account	184.11		
Mar 6/25	GB	bd	184612	A/P Payment on Account	128.51		
Apr 3/25	GB	BD	184645	A/P Payment on Account	151.72		
Apr 5/25	GB	BD	184651	A/P Payment on Account	128.13		
Apr 26/25	GB	bd	184684	A/P Payment on Account	97.40		
May 4/25	GB	BD	184690	A/P Payment on Account	106.19		
May 28/25	GB	BD	184719	A/P Payment on Account	85.87		
Jun 6/25	GB	BD	184735	A/P Payment on Account	118.38		
Jul 9/25	GB	BD	184758	A/P Payment on Account	130.43		
Aug 10/25	GB	bd	184769	A/P Payment on Account	163.63		
Sep 6/25	GB	BD	184779	A/P Payment on Account	209.34		
Oct 5/25	GB	bd	184798	A/P Payment on Account	191.41		
Oct 20/25	GB	bd	184805	A/P Payment on Account	85.87		
Nov 12/25	GB	BD	184809	A/P Payment on Account	144.83		
Nov 23/25	GB	bd	184815	A/P Payment on Account	100.18		
Dec 9/25	GB	BD	184833	A/P Payment on Account	124.92		
Dec 19/25	GB	BD	184836	A/P Payment on Account	151.94		
Jan 7/26	GB	BD	184847	A/P Payment on Account	121.35		
Jan 24/26	GB	bd	184850	A/P Payment on Account	180.62		
Feb 6/26	GB	BD	184854	A/P Payment on Account	131.17		
Feb 19/26	GB	BD	184866	A/P Payment on Account	218.11		
Mar 6/26	GB	BD	184870	A/P Payment on Account	128.71		
Mar 20/26	GB	BD	184885	A/P Payment on Account	120.43		
Apr 7/26	GB	BD	184894	A/P Payment on Account	128.32		
Apr 25/26	GB	BD	184903	A/P Payment on Account	92.73		
May 6/26	GB	BD	184907	A/P Payment on Account	119.05		
May 21/26	GB	bd	184928	A/P Payment on Account	85.87		
Jun 6/26	GB	BD	184920	A/P Payment on Account	136.75		
				Closing balance - Utilities			4,231.80

P. 2 of 2

Utilities
Addendum

SECTION IV. STRUCTURAL ITEMS AND SOILS

Supplement Question No. 6

After purchasing the property on January 4, 1996, Seller made the following improvements during approximately the late 1996 to 1997 time frame:

1. Aluminum siding was installed on the wood trim, gutters were installed, and new doors and windows were installed;
2. One of the existing bathrooms was enlarged and made handicap accessible, and a new electrical panel was installed and related electrical work was done including network wiring for computers and internet;
3. Both bathrooms were remodeled with new fixtures as needed;
4. A new Trane heating and air conditioning unit was installed;
5. Certain counters were built;
6. A wall was built to separate the conference room from the kitchen area;
7. A wall was built with a reception window to separate the reception area from a work room; and
8. A handicap parking area was constructed with a sidewalk to the back door.

I do not recall all of the contractors performing this work, but they included the late Brunson Odom as contractor, the late Harold Wright as electrician, Tombigbee Window and Door, Davis Wood Products, and Evans Plumbing & A/C, Inc.

Although I do not recall the exact time period, at some point after the initial remodeling, the reception area was moved to its present location and glass blocks were added to the existing wall to separate the reception area from the copier and supply room.

In approximately 2004, a red storage building (12 feet x 24 feet) was placed on the lot behind the brick office and the storage building was insulated and anchored.

On March 7, 2011, Evans Plumbing & A/C, Inc. installed a new 5 Ton Trane Gas Split heating and air conditioning unit.

On November 1, 2016, Lewis Prestage installed a new roof.

The building has a monitored security/fire alarm system with Vector Security, Inc.

ADDENDUM

TITLE AND CONVEYANCE:

- (A) At Closing, **SELLER** shall convey marketable title to the above-described property unto **BUYER** by general warranty deed subject to and excepting from the warranties herein the matters set forth in paragraph (B) below, and **BUYER** shall pay **SELLER** the aforesaid purchase price.
- (B) **BUYER** acknowledges and agrees that title to the above-described property shall be conveyed subject to the following:
- (1) Any easements or conditions, if any, that would be revealed by an accurate survey and/or by an inspection;
 - (2) Any applicable restrictive covenants, rights-of-way, and easements;
 - (3) Any prior reservations or prior conveyances or prior leasing of any oil, gas, and other mineral rights; and
 - (4) Any applicable zoning, flood plain, or any other governmental ordinances, rules, restrictions, and regulations of public record of the appropriate city or county governmental entities.

Regardless of whether or not the terms of this sub-part (B) are included in the warranty deed, the conveyance documents, or any other Closing documents, **SELLER** and **BUYER** agree that said exceptions from the general warranty of title shall survive the Closing, shall remain effective after Closing and shall not merge into any deed or other Closing documents.

SELLER'S DISCLOSURE(S):

1. A section of the paneling on the back wall in the conference room appears to be soft and the paint is peeling and this condition is believed by Seller to have been caused by old water damage. A small mirror was hung on this section of paneling for aesthetics and appearance purposes only.
 2. Some window sills may show some paint peeling and this condition is believed by Seller to have been caused by old water damage.
 3. About 15 or more years ago, I recall that there was some issue with the toilet on the north end of the building about being stopped up or slowly draining, and a plumber repaired or replaced all or part of the outside sewer drain line at the north end of the building. After this repair, there have not been any issues since then.
-

SURVIVAL CLAUSE

SELLER and **BUYER** agree that all obligations, terms, and provisions of this Contract which have not been fully performed or executed prior to or at closing shall survive the closing and shall remain effective after closing until fully performed or executed and shall not merge into any deed or other closing documents.

The above described property constitutes no part of the homestead of the Grantor herein.

All real estate taxes and assessments shall be pro-rated between the parties as of the date of closing.

SECTION V. LAND AND SITE DATA

Supplement Question No. 1

See survey attached.

Supplement Question No. 2

Dec. 19, 1995 Attorney

Title opinion attached.

ATTORNEY'S CERTIFICATE OF TITLE

National Bank of Commerce
Aberdeen, MS 39730

80'x89'lot in NE Corner
Blk. 2, N.A.
CITY OF ABERDEEN

Henry J. Applewhite

I have examined for a period of time beginning more than forty years prior to and up to and inclusive of the date of my Certificate, the records of the Chancery and Circuit Clerks of Monroe County, Mississippi insofar as said records pertain to title to the following property lying and being in the City of Aberdeen, Monroe County, Mississippi and described as follows, to-wit:

Commencing at Northeast Corner of Block Two (2) of that part of the City of Aberdeen, Monroe County, Mississippi, known and designated as "New Aberdeen", and running thence West along the Northern boundary line of said Block Two (2) a distance of 89 feet to a point; thence South and parallel with the Eastern boundary line of said Block Two (2) a distance of 80 feet to a point; thence East and parallel with the North boundary line of said Block Two (2) aforesaid a distance of 89 feet to a point; thence North along the Eastern boundary line of said Block Two (2) aforesaid a distance of 80 feet to the Northeast Corner of the said Block Two (2) aforesaid and the Point of Beginning. Said property being located in Block Two (2) in that part of the City of Aberdeen, Monroe County, Mississippi, known and designated as "New Aberdeen".

From this examination I find fee simple title to the above described property vested as follows: David W. Houston, III, an undivided two-thirds (2/3) interest and Claude A. Chamberlin, with an undivided one-third (1/3) interest in and to the above described property, subject to the following:

1. Deed of Trust from Claude Chamberlin to Michael Jonas, Trustee and Bank of Mississippi, dated March 24, 1995, recorded in Trust Deed Book 15-Z at page 292, securing an original indebtedness

of \$12,017.50, with principal and interest due March 24, 1996.

2. Subject to the restrictions of use designated by the Urban Renewal Agency, City of Aberdeen, Mississippi, Downtown Urban Renewal Project, dated September 7, 1967, as recorded in Deed Book 193 at page 59 of the land records of Monroe County, Mississippi.

3. 1995 State and County Ad Valorem Taxes constitute a lien but are not due and payable.

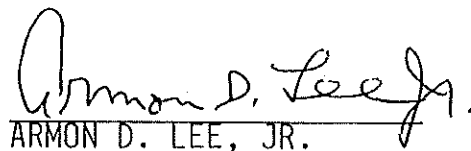
4. 1995 City of Aberdeen and Aberdeen Separate School District taxes constitute a lien but are not due and payable.

5. Subject to the Zoning Ordinances of the City of Aberdeen.

NOTE: This Certificate is subject to the facts that would be revealed by an accurate survey and on site inspection of the subject property.

This Certificate is made as representation of title for Henry J. Applewhite for the sole purpose of obtaining a loan from National Bank of Commerce of Mississippi, Aberdeen, Mississippi, and purchasing the above described property.

WITNESS my signature this 19th day of December, 1995 at 5:00 P.M.


ARMON D. LEE, JR.
ATTORNEY AT LAW
ABERDEEN, MS 39730

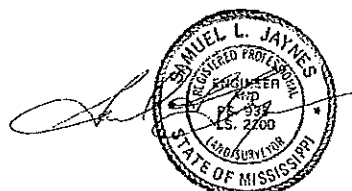
... Zones of the Flood Insurance Rate Map, Community Panel No. 2802500160 E, which bears an effective date of 04/01/00, and is not a Special Flood Hazard Area.



LOC. HIGHWAY 1700

LEGAL DESCRIPTION

Commencing at the Northeast Corner of Block Two (2) of that part of the City of Aberdeen, Monroe County, Mississippi, known and designated as "New Aberdeen", and running thence East along the Northern Boundary line of said Block Two (2) a distance of 88 feet to a point; thence South and parallel with the Eastern Boundary line of said Block Two (2) a distance of 50 feet to a point; thence East and parallel with the Northern Boundary line of said Block Two (2) aforesaid a distance of 88 feet to a point; thence North along the Eastern Boundary line of said Block Two (2) aforesaid a distance of 40 feet to the Northeast Corner of said Block Two (2) aforesaid and the point of beginning. Said property being located in Block Two (2) in that part of the City of Aberdeen, Monroe County, Mississippi, known and designated as "New Aberdeen".



CONTINENTAL ENGINEERING SERVICE	
ABERDEEN, MISSISSIPPI 39730 - PH.369-8944	
SCALE: 1" = 10'	LOCATION: 0.18 AC. +/- BLOCK 2
DATE: 3/18/06	"NEW ABERDEEN"
DRAWN BY: S	MONROE COUNTY, MISSISSIPPI
TITLE: LAND ACQUISITION	FILE NO.



INDEXING INSTRUCTIONS:
BLOCK 2
"NEW ABERDEEN"
HONROE COUNTY, MISSISSIPPI