

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:

Form with fields for ADDRESS (887 Mary Ave, Grenada, MS 38901), SELLER(S), and Year Built (1965).

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.
[X] 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.

Handwritten signature and date 7/20/24.

Signature(s) of Seller(s)

Date

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 (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 purchaser with all available records and reports pertaining to lead-based paint and/or lead-based 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 (initial)

(c) Purchaser has received copies of all information listed above.

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

(e) Purchaser has (check (i) or (ii) below):

(i) Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint 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)

(f) 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.

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.

	07/20/2024	_____	_____
Seller	Date	Seller	Date
_____	_____	_____	_____
Purchaser	Date	Purchaser	Date
	07/20/2024	_____	_____
Agent	Date	Agent	Date
		Ray Branscome	

F12A - Disclosure of Information on Lead Paint (Seller)