### 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:

ADDESO	SELLER(S) Concerni	ng the conditi	on of the <b>RESIDENTI</b>	AL PROPER	RTY (1 TO 4 UNIT	S) located at
ADDRESS: 1476 V	ance R	d Gr	enada, 1	MS 3	38901	
SELLER(S): Calvin	and A	maie.	Miller	01	Year	1967
Note to Buyer-If the structure was	built before 1978, ye	ou are encoura	ged to investigate th	e possible	presence of lead	d-based paint.
IS A PCDS NEC	ESSARY? -	NO OCC	UPANCY AND	NO K	OWLEDG	E
Instructions to Seller(s): If no						
property's condition, mark the two remainder of the PCDS blank.	vo boxes below, s	sign in attesta	tion of the truth of	these rep	resentations, a	nedge of the and leave the
No Seller has occupied the	property, <u>AND</u>	no Seller ha	s any knowledge o	f the prop	erty's conditio	n.
Signature(s) of Seller(s)					 Date	
IS A PC	S NECESSA	\RY? – ST	ATUTORY EX	CLUSI	ONS	
The Property Condition Disclosure	statutes require th	e seller of resi	dential real property	to cause a	PCDS or a co	ony thereof to
be delivered to a buyer prior to the	signing by the bu	yer of an offer	to purchase or a hir	nding contr	act of sale unle	see thora ic a
specific statutory exclusion to the	contrary for the sel	ler. The follow	ing is a "summary" o	of those tra	insfers which a	re EXCLUDED
(iii part) from the requirement to p	rovide a fully comp	oleted PCDS.	A more thorough ex	planation is	s provided in 8:	89_01_501/2\
of the Mississippi Code. (Check all the PCDS blank).	that apply, sign in	attestation of	the truth of this repre	esentation,	and leave the	remainder of
and reportionally.						
Transfers pursuant to a court order	to include the fell					
Transfer by order of a probate of			-1-1-			
Transfer pursuant to a writ of ex		stration of an e	state.			
Transfer by any foreclosure sale						
Transfer by a Trustee in Bankru						
Transfer by an eminent domain						
Transfer from a decree for spec						
Transfer by a fiduciary in the ad	ministration of an e	estate, guardia	nship, conservators	hip or trust	•	
Transfers by a Mortgagor who is in	default to the Mort	gagee to inclu	ide the following:			
Transfer to a beneficiary of a de	ed of trust.	gagoo, to more	ade the following			
Transfer by a foreclosure sale at		ortgage				
Transfer by a mortgagee or a be						
Transfer by a deed in lieu of fore		- 10.00.000.00				
Other Transfers to include the follow						
Transfer of real property on which						
Transfer from one co-owner to o						
Transfer to a spouse (including of	lue to divorce/sepa	aration), or to a	person in the lineal	line of cor	sanguinity.	
Transfer to or from any governm	ental entity.				- ,	
0:					a	
Signature(s) of Seller(s)					Data	

#### **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? No Unk NA 2. Does the seller currently occupy the residence? Yes No Unk NA 3. Are there certificates of occupancy related to the property? No Unk Yes NA 4. Is the residence a condominium? No Yes Unk NA 5. Is the residence a modular/mobile home on a permanent foundation? Yes No Unk NA 6. Was the residence built in conformity to approved building codes? No Unk Yes NA 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?

#### II. ROOF

1.	Are you aware wheth replaced?	ner all or any portion of the roof has been repaired or	Yes	No Unk N
	If Yes, please explai	n here (attach additional pages if necessary).		
2.	To your knowledge, roof? If Yes, please p	are there any written warranties presently in place for the rovide a copy.	Yes	No Unk N
3.	Are you aware of any issues, dry rot, water	current leaks or defects with the roof such as structural backups, moisture issues, wind damage, or hail damage?	Yes	No Unk N
	If Yes, please explain	n here (attach additional pages if necessary).		
4.	The roof is 18	years old.		
		III. UTILITIES, INTERNET, AND TELEVISION SERV	/ICES	
	Utilities			
		Service Provider (state NA if Not Applicable)		Average Monthly Bi
	Electricity	FUteran		200
	Natural Gas	Atmos		150
	Water			50
	Garbage Collection	9 0		
	Propane			
	Solar Panels			
	(other)			
1				
		Tank is:  Owned,  Leased. If leased, the fee is	1	per. Month , Year
	s your drinking water t	rom a private well?	Yes V	No Unk N
á		er quality been tested for safety? In the Water Safety Report (if available).	Yes	No Unk N
	The sewage system is f an individual system,		reatment [	Lift  Other
	Manufacturer Name:			
	ocation on Property:			
ŀ	s a sewage pump insta	alled?	Yes	No Unk VN
	an individual system, lealth Department offic	has it been inspected by the proper state/county/cials?	Yes	No Unk N
If	an individual system	what is the date of the last servicing?		
		what is the date of the last servicing?re allowed by the individual wastewater permit?		
İs	cable Television avai	lable at the site?	Yes	No Unk N
V	/hat type of internet se	ervice is available at the site? DSL Cable Fiber	Optic Sa	tellite Unk N
lf	internet service is cur	rently available, who is the provider?	sligh	+

#### IV. STRUCTURAL ITEMS & SOILS

1	. Are you aware of any settlement/heaving of soils, any collapsible of soils or poorly compacted fill on the Property?	or expansive	Yes	No	Unk	N.
2	Are you aware of any past or present movement, shifting, deterior other problems with the walls (interior or exterior) or the foundation Property?	ration or n of the	Yes	No	Unk	□ N
3.	Are you aware of any tests to determine the composition/compaction or the presence of any "expandable soils" being present on the Pro-	ion of soil operty?	Yes	No	Unk	□ N
4.	Are you aware of any foundation repairs made in the past?		Yes	No	Unk	□ N
	a) If YES, is there a written report?		Yes	No	Unk	. N
	b) If YES, is there a warranty which can be transferred to the buy	ver?	Yes	No	Unk	1
5.	To your knowledge, are any foundation repairs currently needed?		Yes	No	Unk	NA
6.	Except for "Cosmetic Upgrades" (carpet, paint, wallpaper) have yo remodeled, made any additions, structural modifications, or other a or improvements to the property?	ou alterations	Yes	No	Unk	NA
	<ul> <li>a) If YES, please attach a detailed description of all work com- completed the work and the completion date of the work.</li> </ul>	pleted, the name	of the bui	lding cor	tractor wi	ho
7.	Were all necessary work PERMITS and approvals secured in complexel, city and county building codes?	pliance with	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 Fire Yes No Unk NA Hail Yes No Unk NA Hurricane Yes No Unk NA  If Yes, please explain here (attach additional pages if necessary).	e (residence) stru Windstorm Tornados Other Disas	☐ Ye	s No	Unk Unk	□ NA
9.	L Are you aware of the presence of, or damage (repaired or unrepaire	ed) caused by		/		
W	termites or wood-destroying insects?  If Yes, please explain here (attach additional pages if necessary).		Yes	V No_	Unk	NA
ļ						
10.	Are you aware of the presence of animals or animal infestations on and/or in the residence?	the property	Yes	No	Unk	□NA
	If Yes, please explain here (attach additional pages if necessary).					
11.0	Other than routine maintenance and upkeep during your owners	ship, are you aw	are of any	problem	ns malfur	octions
	r defects with any of the following?  Interior Walls	Exterior Walls Chimney Skylights Rain Gutters Driveway Irrigation Sys French Drain Patio Outdoor Firepla Outdoor Kitcher Soffit(s)/Fascia( Stucco/Dryvit Garage Door	Yes	20 20 20 20 20 20 20 20 20 20 20 20 20 2	☐ Unk	NA N
		jarba	ge 1	ع آ ر	SPOS	501
L		jarbą does	ge l	1116	SPOS PCDS DrK	S page 4

#### V. LAND AND SITE DATA

•	1. Is there an engineer's survey of the Property available?
	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).
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:
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?  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?
5.	Is flood insurance currently required?  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  Yes No Unk NA located within a WETLANDS area and is subject to specific restrictive uses?
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  Attic  Yes  No  Unk  NA  Basement  Yes  No  Unk  NA  If Yes, please explain here (attach additional pages if necessary).
ne.	Are you aware of water penetration or damage FOR ANY REASON, because of:  Flooding
	The same of plant for a lattacit additional pages if flecessary).

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

#### Instructions to Seller(s):

- a) 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.
- b) 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.
- c) Indicate whether the item is powered by gas or electricity, and the age in years of the item (if age not known, indicate "Unknown").
- d) 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		18
Built-In Oven(s)		-
Built-In Dishwasher		20
Built-In Microwave		
Built-In Ice Maker		
Built-in Trash Compactor	NA	
Built-in Range		
Built-In Refrigerator		IR
	\/	

ITEM	GASLELECTRIC	AGE	1
Garbage Disposal		Des	D+ INDY
Garage Door Opener(s) (#)			5030
Central Air (#)	PIPCTTIC		1
Central Heat (#)	Plectric		
Water Heaters (#)	7-60	0	
Tankless Heater (#)	-	<del>)</del>	
Ductless HVAC			
			f .
			j

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.

BUYER acknowledges receipt of a copy of this statement an certain conditions and information concerning the property k seller and is not a substitute for any home, pest, hazardou inspection(s) of the public records.	10WD to the seller. It is not a warranty of any kind by the
Buyer's Signature(s)	
Χ	Date
X	Date
SELLER'S CLOSING CERTIFICATION: Seller certifies at camendments, remains true and complete to the seller's actual closing.  Seller's Signature(s) at closing	closing that the information in this PCDS, including any I (personal) knowledge as of the date of the transaction's
x	Date of closing
X	Date of closing

#### Instructions: Supplemental Materials

For your convenience, the following model forms are provided for possible use with the PCDS:

- 1. An "additional page," as referenced in the PCDS to be used for additional explanations, if necessary.
- 2. An "Amendment" to the PCDS if circumstances require seller to amend the original PCDS.

#### **PCDS**

### **Additional Explanation Page**

#### Instructions to Seller(s):

The PCDS often presents boxes in which to provide explanatory details on various topics, including an instruction to "attach additional pages if necessary."

This page may be used as such an additional page. Seller should indicate in the main body of the PCDS that an additional page has been attached when such is needed.

To avoid confusion on what is being explained, identify the item for which additional explanation is being provided by providing Roman Numeral for the subject Section, and the Number for item in that Section being explained (for example, "IV. 8." would reference Section IV., "Structural Items and Soils," Item 8: (regarding damage from fire, hail, etc.)).

Write your explanation in the box below. More than one item may be discussed if space allows, or, use more pages.

#### MISSISSIPPI REAL ESTATE COMMISSION

## Amendment to the Property Condition Disclosure Statement (PCDS)

#### Instructions to Seller(s):

You may use this model form to Amend an existing PCDS by completing this Amendment form and attaching it to the front of the existing PCDS. Using the same process, multiple consecutive amendments may be made over time.

### Note to Buyer(s) and Seller(s):

Note that Amendment of a PCDS has the effect of <u>providing the PCDS for the first time</u>, in that relevant timelines and legal options available to the buyer begin anew upon the seller's providing an Amendment to an existing PCDS.

	, hereby amend the attache
PCDS previously signed and dated by the seller(s) on [date]	, by revising said PCDS as follows
ELLER'S CERTIFICATION	
eller certifies that the information in this Property Condition Disclosure Statement (as	amended) is true and complete to the seller's actual
eller certifies that the information in this Property Condition Disclosure Statement (as ersonal) knowledge as of the date signed by the seller. If a seller of residential real no	operty acquires knowledge which renders materially
eller certifies that the information in this Property Condition Disclosure Statement (as ersonal) knowledge as of the date signed by the seller. If a seller of residential real pro- accurate a Property Condition Disclosure Statement provided previously, the seller sha atement to the buyer as soon as practicable. In no event, however, shall a seller he	operty acquires knowledge which renders materially all deliver an amended Property Condition Disclosure
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