



**EXCLUSIVE LISTING AGREEMENT**

In consideration of the mutual promises contained herein:

Cassie Carter, the undersigned Seller(s), hereby grant and employ Landmark Realty the exclusive and irrevocable right to list, sell, market and/or exchange the following described property on the terms and conditions stated below.

1. PROPERTY DESCRIPTION:

Address: 217 Wilkins Chapel Rd

Legal: Sec--Twn\_Rng:34-21-05 5 Acres+-

Parcel No.: 158 340000 000000119

along with all fixtures, built in appliances and other personal items permanently attached to the home.

2. TERM: The term of this listing shall begin on 08-18-2025 and shall expire at midnight on 02-18-2026. However, if the Property is under contract at the expiration of the Term, the Term shall automatically extend and remain in effect until the closing or termination of that Contract, whichever occurs first.

3. LIST PRICE: The Property shall be listed for \$ 289000.00, and shall be subject to being adjusted and include any terms as agreed to by Seller(s).

4. COMPENSATION: Seller(s) hereby agree to the pay the following compensation:

(A) Landmark Realty:

6 \_\_\_\_\_% of the gross sales price

a flat fee of \$ 295.00

Other: \_\_\_\_\_

\_\_\_\_\_% of the gross sales price if Landmark Realty is acting as dual agent, or if Buyer is unrepresented

(B) Buyer's Broker/Agent:

- none;
  - 3 \_\_\_\_\_ % of the gross sales price
  - a flat fee of \$ \_\_\_\_\_
  - Other: \_\_\_\_\_
- 
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Compensation is payable when Property is sold, or otherwise payable if Property (1) is in contingent status at the expiration of the Term; (2) sold or transferred within 45 calendar days after the termination of this Agreement to a person or entity identified during the Term; or (3) if successful suit for specific performance by Seller to any person or entity identified during the Term.

(C) Disclosures

(1) The amount of real estate compensation is negotiable and the Parties acknowledge that the compensation has been negotiated in good faith.

(2) Offers of compensation may not be made through the MLS, but may be made outside MLS.

(3) Seller(s) acknowledge that a Buyer may have a separate agreement with its Broker and may be asked by a Buyer to pay a portion of the commission in that separate agreement, which could be in addition to Compensation authorized above.

(4) Any Compensation authorized by Seller(s) may be offered to buyer/tenant agents and/or brokers acting in legally-recognized non-agency capacities, subject to applicable law.

5. MULTIPLE LISTING SERVICE (MLS):

This Property will be publicly marketed, and as such, the Multiple Listing Service (MLS) rules require that this listing be listed with the MLS within one (1) business day. Public marketing includes, but is not limited to, fliers in windows, yard signs, digital marketing on public-facing websites, brokerage website displays, digital communications marketing (email blasts), multi-brokerage listing sharing networks, and other applications available to the general public.

This Property will be listed through the MLS, and the listing information shall be provided to the MLS to be published and disseminated to its authorized members, Participants and Subscribers, and updated as appropriate. Further, information regarding this sale, including, but not necessarily limited to, price, terms and financing may be reported to the MLS.

6. SELLER(S) AUTHORIZATIONS: The Seller(s) hereby authorize Landmark Realty to:

- (1) Advertise my Property on the internet;
- (2) Place a lockbox on my property where Landmark Realty deems appropriate;
- (3) Provide a copy of the Property Condition Disclosure Statement in the MLS
- (4) Place a For Sale or Sold sign on my Property
- (5) If appropriate, disclose the Seller(s) may consider certain allowances to be provided at closing
- (6) Act as Disclosed Dual Agent.

7. OTHER ITEMS TO BE SOLD WITH THE PROPERTY: In addition to any permanently affixed items and personal property, the following items shall stay with the home and be transferred as a part of this transaction:

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8. HOME OWNER'S ASSOCIATION: The Seller(s):

- are a part of the \_\_\_\_\_ Home Owner's Association, with the fees being \$ \_\_\_\_\_ per \_\_\_\_\_.
- are not a part of any home owner's association.

9. LEAD-BASED PAINT: If the dwelling was built before 1978, a lead-based paint inspection may be required and the presence of known lead-based paint must be disclosed.

10. HOMESTEAD EXEMPTION: Homestead exemption  $\times$  \_\_\_\_\_ is or \_\_\_\_\_ is not in effect for the current year as represented by the Property Condition Disclosure Statement.

11. SELLER'S ACKNOWLEDGEMENT:

Seller(s) hereby certify that all information provided herein is complete, true and accurate to the best of their knowledge and belief. Seller(s) agree(s) to defend, indemnify and hold harmless Landmark Realty and their salespersons against and from any losses, damages, claims, suits at law (including court costs and attorney fees) or other costs or expenses relating to or resulting from any actual or alleged inaccuracy or incompleteness of the property information contained herein or any other information provided by Seller(s) including, but not limited to, any Property Condition Disclosure Statement.

By signing below, Seller(s) acknowledge(s) that the Working With A Real Estate Broker disclosure form, which is required by the Mississippi Real Estate Commission, has been fully explained to them and they acknowledge a signed copy is attached to this Agreement.

Seller(s) acknowledge(s) that they have good, marketable and sellable title to the Property and all improvements offered for sale therewith and full and complete authority to execute this Agreement. Seller(s) agree(s) to convey merchantable and insurable title, subject only to certain Permitted Exceptions recorded in the Chancery Clerk's Office(s), which include, but are not limited to, easements without encroachments, applicable zoning ordinances, protective covenants and prior mineral reservations. Seller(s) further agree(s) to prorate taxes, leases and/or association fees for the year of conveyance through the date of conveyance; and to pay off or satisfy and resolve all special assessments or other encumbrances other than Permitted Exceptions prior to the date of conveyance unless specifically agreed otherwise in writing with any Buyer(s).

Seller(s) further agree(s) to permit Landmark Realty to reassign Seller(s) to another agent within the firm for representation should Seller(s) and Landmark Realty agree that reassignment is best.

Seller(s) acknowledge that it is possible that Landmark Realty may be a Disclosed Dual Agent in this transaction, meaning it may represent both Seller(s) and Buyer(s) in the same transaction upon proper disclosure and written consent of both Seller(s) and Buyer(s). In such instances, Landmark Realty would have two (2) clients in the same transaction, and as a result Landmark Realty may have limitations on its ability to represent either party fully and exclusively.

Seller(s) acknowledge(s) that any Buyer(s) under contract retain(s) the right to perform inspections (with at least twenty-four hours' notice) and a final walk-through inspection of the

Property prior to Closing to verify the terms of the Contract have been fulfilled, to confirm that any Seller repairs or Seller's(s') removal of personal property has not damaged the Property, and to confirm that the Property is free of Seller's(s') personal property. Seller(s) agree(s) to provide unlimited access to the Property and shall see that all utilities are on for final walk-through inspection and continuing through the Closing, except as otherwise agreed in writing.

Seller(s) further acknowledge(s) that Landmark Realty shall not be obligated to continue to market Property after a contract has been accepted by Seller(s).

Seller(s) agree(s) to cooperate with Landmark Realty and its agents in selling the Property and authorizes Landmark Realty, its agents and/or agents with customers or clients to enter Property for purposes of showing/reviewing Property at reasonable times; to promptly tell Landmark Realty about all inquiries received concerning the Property; provide Homeowners Association documentation, if applicable; and remain responsible for safekeeping, safeguarding, securing concealing any valuable personal property during showings or open houses.

12. LANDMARK REALTY'S ACKNOWLEDGEMENT: Landmark Realty and its agent(s) agree:

(1) to exercise all duties to Seller(s) as set forth in the Working With A Real Estate Broker disclosure including the fiduciary duties of confidentiality, obedience, disclosure, full accounting and the duty to use skill, care and diligence;

(2) to exercise the duty of honesty and fair dealing to all parties;

(3) to exercise the duty to disclose all facts known materially affecting the value of the property which are not known to, or readily observable by, the parties in a transaction;

(4) to protect and promote the interests of Seller(s).

(5) When an offer is made on the Property, Landmark Realty shall document and date Seller's(s') personal acceptance or rejection of the offer and, upon written request, shall provide a copy of such document to the person making the offer. Upon written request by a cooperating Broker/Agent, Landmark Realty shall provide, as soon as practical, a written affirmation to the cooperating broker stating that the offer has been submitted to the Seller(s), or a written notification Seller(s) has/have waived the obligation to have the offer presented.

13. EQUAL HOUSING OPPORTUNITY. This property is offered in compliance with applicable anti-discrimination laws. THE PARTIES UNDERSTAND AND ACKNOWLEDGE THAT IT IS ILLEGAL TO DISCRIMINATE AGAINST ANY PROSPECTIVE BUYER ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, RELIGION, SEX (INCLUDE GENDER IDENTITY AND SEXUAL ORIENTATION), FAMILIAL STATUS OR DISABILITY.

14. AUDIO, VIDEO & PHOTOGRAPHY: Seller(s) understand that any prospective buyer or buyer agents may use audio, video or other means of photography. Although such persons are responsible for compliance with all state, local and/or federal laws regarding the use of such audio, video or photographic means, Seller(s) should remove or secure any items of a personal nature that Seller does not want photographed, recorded or transmitted, such as family photographs, valuable paperwork and any items containing personally identifiable information.

15. MULTIPLE OFFERS. In the event that more than one offer is made before Seller(s) has/have accepted an offer, any other written offer received by Landmark Realty shall be presented to Seller(s) unless otherwise instructed in writing. Seller(s) is cautioned against countering on more than one offer at the same time. In the event offers are presented to Seller(s), after acceptance of a prior offer, it is recommended that Seller(s) obtain the advice of legal counsel prior to acceptance

of a subsequent offer except where the acceptance is contingent on the termination of the pre-existing purchase contract.

16. PREMISES SAFETY & LIABILITY; WAIVER: Seller(s) acknowledge(s) that Seller(s), and not Landmark Realty or its agents, are solely responsible for the Property and safety of the Property during the Term hereof. Seller(s) agrees to make reasonable efforts to maintain a safe environment for visitors to the Property.

For and in consideration of the entry into this Agreement and performance of the services hereunder, and excluding only claims pertaining to the gross negligence of Landmark Realty or its agents, Seller(s) and their successors, relatives, assigns, employees, employers, executors, administrators, beneficiaries, insurers, reinsurers, subrogees, officers, directors, stockholders, associates, sister companies, affiliated corporations, attorneys, representatives and all other related entities and individuals in privity therewith agree to defend, indemnify and hold harmless Landmark Realty and its agents against and from any losses, damages, claims, suits at law (including court costs and attorney fees) or other costs or expenses relating to or resulting from any actual or alleged injury, harm, loss, damages or claim of any nature asserted by any person whatsoever having to do with or arising out of any injury to any person or property entering or upon Seller's(s) Property during the Term hereof. This comprehensive release includes, but is not limited to, damage due to vandalism, theft, freezing pipes, open houses or showings of the Property. Nothing herein releases or excuses any duties of Landmark Realty or its agents under the Mississippi Real Estate Broker License Act of 1954 or corresponding regulations.

17. ATTORNEY'S FEES: In any legal action, proceeding or arbitration arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs from the non-prevailing party.

18. NOTICES: Any required notices shall be provided through the emails and contact information provided below:

Sellers Address: same as above

Seller's Email: \_\_\_\_\_

Landmark Realty's Address: 1360 Sunset Drive Suite 1

Landmark Realty's Email: pammmckay@icloud.com

19. AGREEMENT OF PARTIES: This agreement incorporates all prior agreements between the parties, contains the entire and final agreement of the parties, and cannot be changed except by their written consent. Neither party has relied upon any statement or representation made by the other party or any sales representative bringing the parties together. Neither party shall be bound by any terms, conditions, oral statements, warranties, or representations not herein contained. Each party acknowledges that he has read and understands this contract. The provisions of this contract shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto. When herein used, the singular includes the plural and the masculine includes the feminine as the context may require.

20. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"). 26 U.S. Code Section 1445 of the Internal Revenue Code provides that a transferee ("Buyer(s)") of a United States real property interest must be notified in writing and must withhold tax if the transferor ("Sellers") is a foreign person and no exceptions from FIRPTA apply. Seller(s) agrees to comply

with FIRPTA requirements under Section 1445 of the Internal Revenue Code. Seller(s) shall represent and warrant, under penalties of perjury, whether Seller(s) are a "foreign person" (as the same is defined within FIRPTA) prior to Closing. Any representations made by Seller(s) with respect to this issue shall survive Closing and delivery of the deed. Seller(s) shall complete, execute and deliver, on or before Closing, any instrument, affidavit, or statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security numbers.

21. OTHER PROVISIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

22. CANCELLATION:

This Exclusive Listing Agreement may be canceled by Seller(s) only upon written mutual consent of the Parties.

Landmark Realty may cancel this Agreement at any time upon written notification to the Seller(s).

Signed and executed on this, the 18<sup>th</sup> day of August, 2025.

SELLER:

✓ Cassi Carter  
Print

SELLER:

\_\_\_\_\_  
Print

LANDMARK REALTY:

By: Pam McKay  
Print

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: 217 Wilkins Chapel Rd, SELLER(S): Cassie Carter, and Year Built: 2021.

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.

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?               | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/>            | No | <input type="checkbox"/> | Unk | <input type="checkbox"/> | NA |
| 2. Does the seller currently occupy the residence?                          | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/>            | No | <input type="checkbox"/> | Unk | <input type="checkbox"/> | NA |
| 3. Are there certificates of occupancy related to the property?             | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/>            | No | <input type="checkbox"/> | Unk | <input type="checkbox"/> | NA |
| 4. Is the residence a condominium?  | <input type="checkbox"/>            | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> | Unk | <input type="checkbox"/> | NA |
| 5. Is the residence a modular/mobile home on a permanent foundation?        | <input type="checkbox"/>            | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> | Unk | <input type="checkbox"/> | NA |
| 6. Was the residence built in conformity to approved building codes?        | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/>            | No | <input type="checkbox"/> | Unk | <input type="checkbox"/> | 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 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).

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

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).

4. The roof is 4 years old.

III. UTILITIES, INTERNET, AND TELEVISION SERVICES

Utilities	Service Provider (state NA if Not Applicable)	Average Monthly Bill
Electricity	Delta Electric	230
Natural Gas		N/A
Water	Poor house	25.50
Garbage Collection		18.50
Propane		0
Solar Panels		N/A
(other)		N/A

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? Delta Electric

**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.
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	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA	Windstorm	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA
Hail	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA	Tornados	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA
Hurricane	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA	Other Disaster	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA

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	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA	Exterior Walls	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA
Fireplace	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA	Chimney	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA
Windows	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA	Skylights	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA
Doors/Door Trim	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA	Rain Gutters	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA
Ceiling	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA	Driveway	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA
Flooring	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA	Irrigation Sys	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA
Sinks/Wet Bar	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA	French Drain	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA
Shower	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA	Patio	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA
Sauna	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA	Outdoor Fireplace	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA
Jetted Bathtubs	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA	Outdoor Kitchen	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA
Lighting	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA	Soffit(s)/Fascia(s)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA
Ceiling Fans	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA	Stucco/Dryvit	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA
Electrical Outlets	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA	Garage Door	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA
Locks	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA
	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> 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).

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: \$ \_\_\_\_\_/year. Homestead exemption:  Yes  No

Encroachments	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA	Boundary Dispute	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA
Easements	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA	Soil Erosion	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA
Soil Problems	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA	Standing Water	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA
Land Fill	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA	Drainage Problems	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA
Foreclosure	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA	Zoning Noncompliance	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA
Pending Litigation	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA	Judgments/Liens	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA
Restrictive Covenants	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA	Special Assessments	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA
Mechanics Lien(s)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA	Eminent Domain	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA
Materials Lien(s)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA	HOA/COA Dues	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA
Rights of Way	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA	Historic Registry	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA
CRP	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA	Pearl River Valley Land	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA
16 <sup>th</sup> Section land	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA	PID: \$ _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA
Leasehold	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA	(Other) _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA

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

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 | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA | Windows     | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA |
| Doors | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA | Crawl Space | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA |
| Attic | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA | Basement    | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Unk | <input type="checkbox"/> NA |

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

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

Flooding	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA	Lot Drainage	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA
Pipe Fittings	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA	Condensation	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA
Sewer Overflow	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA	Moisture Seep	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA
Sewer Backup	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA	Leaking Pipes	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA
Plumbing Fixtures	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA	Broken Pipes	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA
Leaking Appliances	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk	<input type="checkbox"/> NA	Other Causes	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk	<input checked="" type="checkbox"/> NA

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

**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	E	4y
Built-In Oven(s)	E	
Built-In Dishwasher	E	
<del>Built-In Microwave</del>		
Built-In Ice Maker	E	
<del>Built-In Trash Compactor</del>		
Built-in Range	E	
Built-In Refrigerator	E	

ITEM	GAS/ELECTRIC	AGE
<del>Garbage Disposal</del>		
Garage Door Opener(s) (#) ___		
<del>Central Air (#) ___</del>		
<del>Central Heat (#) ___</del>		
Water Heaters (#) 3	E	4y
Tankless Heater (#) 3	E	4y
Ductless HVAC 2	E	4y

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) [Signature] Date 8/15/05  
 X \_\_\_\_\_ Date \_\_\_\_\_  
 X \_\_\_\_\_ 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) \_\_\_\_\_ Date \_\_\_\_\_  
 X \_\_\_\_\_ Date \_\_\_\_\_  
 X \_\_\_\_\_ 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 \_\_\_\_\_ Date of closing \_\_\_\_\_  
 X \_\_\_\_\_ Date of closing \_\_\_\_\_