



**SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE**  
State Form 46234 (R5/ 6-10)

Date (month, day, year)  
**October 3, 2013**

Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT ACTUAL KNOWLEDGE as of the above date. The prospective buyer and the owner may wish to obtain professional advice or inspections of the property and provide for appropriate provisions in a contract between them concerning any advice, inspections, defects, or warranties obtained on the property. The representations in this form are the representations of the owner and are not the representations of the agent, if any. This information is for disclosure only and is not intended to be a part of any contract between the buyer and the owner. Indiana law (IC 32-21-5) generally requires sellers of 1-4 unit residential property to complete this form regarding the known physical condition of the property. An owner must complete and sign the disclosure form and submit the form to a prospective buyer before an offer is accepted for the sale of the real estate.

Property address (number and street, city, state, and ZIP code)  
**8140 Warbler Way  
Indianapolis, IN 46256**

1. The following are in the conditions indicated:

A. APPLIANCES	None/Not Included/Rented	Defective	Not Defective	Do Not Know	C. WATER & SEWER SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know	
Built-in Vacuum System					Cistern	X				
Clothes Dryer			X		Septic Field/Bed	X				
Clothes Washer			X		Hot Tub	X				
Dishwasher			X		Plumbing				X	
Disposal			X		Aerator System	X				
Freezer			X		Sump Pump			X		
Gas Grill	X				Irrigation Systems	X		X		
Hood	X				Water Heater/Electric			X		
Microwave Oven	X				Water Heater/Gas	X				
Oven			X		Water Heater/Solar	X				
Range			X		Water Purifier	X				
Refrigerator			X		Water Softener	X				
Room Air Conditioner(s)	X				Well	X				
Trash Compactor	X				Septic and Holding Tank/Septic Mound	X				
TV Antenna/Dish			X		Geothermal and Heat Pump			X		
Other:					Other Sewer System (Explain)	X				
					Pool & Pool Equipment	X				
								Yes	No	Do Not Know
					Are the structures connected to a public water system?			X		
					Are the structures connected to a public sewer system?			X		
					Are there any additions that may require improvements to the sewage disposal system?				X	
					If yes, have the improvements been completed on the sewage disposal system?					
					Are the improvements connected to a private/community water system?					
					Are the improvements connected to a private/community sewer system?					
<b>B. ELECTRICAL SYSTEM</b>	<b>None/Not Included/Rented</b>	<b>Defective</b>	<b>Not Defective</b>	<b>Do Not Know</b>	<b>D. HEATING &amp; COOLING SYSTEM</b>	<b>None/Not Included/Rented</b>	<b>Defective</b>	<b>Not Defective</b>	<b>Do Not Know</b>	
Air Purifier	X				Attic Fan			X		
Burglar Alarm	X				Central Air Conditioning			X		
Ceiling Fan(s)	X				Hot Water Heat			X		
Garage Door Opener / Controls			X		Furnace Heat/Gas	X				
Inside Telephone Wiring and Blocks/Jacks				X	Furnace Heat/Electric			X		
Intercom	X				Solar House-Heating	X				
Light Fixtures			X		Woodburning Stove	X				
Sauna	X				Fireplace			X		
Smoke/Fire Alarm(s)			X		Fireplace Insert	X				
Switches and Outlets			X		Air Cleaner	X				
Vent Fan(s)			X		Humidifier	X				
60/100/200 Amp Service (Circle one)				X	Propane Tank	X				
Generator	X				Other Heating Source	X				

**NOTE: "Defect" means a condition that would have a significant adverse effect on the value of the property, that would significantly impair the health or safety of future occupants of the property, or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.**

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller <i>Mark B. Rahn</i>	Date (mm/dd/yy) <i>10/04/13</i>	Signature of Buyer	Date (mm/dd/yy)
Signature of Seller <i>Jandrey Rahn</i>	Date (mm/dd/yy) <i>10/04/13</i>	Signature of Buyer	Date (mm/dd/yy)

The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.

Signature of Seller (at closing)	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)
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Property address (number and street, city, state, and ZIP code)				8140 Warbler Way Indianapolis, IN 46256			
<b>2. ROOF</b>	YES	NO	DO NOT KNOW	<b>4. OTHER DISCLOSURES</b>	YES	NO	DO NOT KNOW
Age, if known: <u>3</u> Years				Do structures have aluminum wiring?			
Does the roof leak?		X		Are there any foundation problems with the structures?		X	
Is there present damage to the roof?		X		Are there any encroachments?			X
Is there more than one roof on the house?		X		Are there any violations of zoning, building codes, or restrictive covenants?		X	
Is there more than one layer of shingles on the roof?	X			Is the present use a non-conforming use? Explain:		X	
If yes, how many layers? <u>2</u>				Is the access to your property via a private road?		X	
<b>3. HAZARDOUS CONDITIONS</b>	YES	NO	DO NOT KNOW	Is the access to your property via a public road?	X		
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?	X			Is the access to your property via an easement?		X	
Explain: <u>Mold in attic when home was purchased. Mold was professionally cleaned &amp; is no longer an issue</u>				Have you received any notices by any governmental or quasi-governmental agencies affecting this property?		X	
<b>E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS:</b> (Use additional pages, if necessary)				Are there any structural problems with the building?		X	
<u>Included with sale: Washer and dryer, dishwasher, refrigerator and oven</u>				Have any substantial additions or alterations been made without a required building permit?		X	
<u>Excluded: All furniture used for staging purposes unless noted</u>				Are there moisture and/or water problems in the basement, crawl space area, or any other area?		X	
				Is there any damage due to wind, flood, termites, or rodents?		X	
				Have any structures been treated for wood destroying insects?		X	
				Are the furnace/woodstove/chimney/flue all in working order?	X		
				Is the property in a flood plain?		X	
				Do you currently pay flood insurance?		X	
				Does the property contain underground storage tank(s)?		X	
				Is the homeowner a licensed real estate salesperson or broker?	X		
				Is there any threatened or existing litigation regarding the property?		X	
				Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?	X		
				Is the property located within one (1) mile of an airport?		X	
The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.							
Signature of Seller <u>Muel B. Pothner</u>		Date (mm/dd/yy) <u>10/04/13</u>		Signature of Buyer		Date (mm/dd/yy)	
Signature of Seller <u>Jindsey Pahn</u>		Date (mm/dd/yy) <u>10/04/13</u>		Signature of Buyer		Date (mm/dd/yy)	
The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.							
Signature of Seller (at closing)		Date (mm/dd/yy)		Signature of Seller (at closing)		Date (mm/dd/yy)	



Form #03 IAR 2013







**LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT**  
**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**  
**(SALES)**

1 **PROPERTY ADDRESS:** 8140 Warbler Way, Indianapolis, IN 46256

2  
3 **LEAD WARNING STATEMENT**

4 *Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that*  
5 *such property may present exposure to lead from lead-based paint that may place young children at risk of developing*  
6 *lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning*  
7 *disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a*  
8 *particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer*  
9 *with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and*  
10 *notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint*  
11 *hazards is recommended prior to purchase.*

12  
13 **SELLER'S DISCLOSURE**

14 (a.) Presence of lead-based paint and/or lead-based paint hazards: **(check (i) or (ii) below)**

15  
16 (i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): \_\_\_\_\_  
17 \_\_\_\_\_  
18 \_\_\_\_\_

19 (ii)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

20  
21  
22 (b.) Records and reports available to the seller: **(check (i) or (ii) below)**

23 (i)  Seller has provided the buyer with all available records and reports including *Seller's Residential Real Estate*  
24 *Sales Disclosure* form, if applicable, pertaining to lead-based paint and/or lead-based paint hazards in the  
25 housing (list and attach documents below): \_\_\_\_\_  
26 \_\_\_\_\_  
27 \_\_\_\_\_

28 (ii)  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

29  
30 **BUYER'S ACKNOWLEDGMENT (initial)**

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

32 (d.)  Buyer has received the pamphlet Protect Your Family From Lead In Your Home.

33 (e.)  Buyer has **(check (i) or (ii) below)**:

34 (i)  received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for  
35 the presence of lead-based paint and/or lead-based paint hazards;

36 **OR**

37 (ii)  waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or  
38 lead-based paint hazards.

39 **BROKER'S ACKNOWLEDGMENT (initial)**

40 (f.) mbr Broker has informed the seller of seller's obligations under the Residential Lead-Based Paint Hazard  
41 gpr Reduction Act of 1992 (42 U.S.C. 4852d) and is aware of Broker's responsibility to ensure compliance.  
42 (NOTE: where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.)

43  
44  
\_\_\_\_\_ **8140 Warbler Way, Indianapolis, IN 46256**

(Property Address)

45 **CERTIFICATION OF ACCURACY**

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

48  
49 This *Certification and Acknowledgment* may be executed simultaneously or in two or more counterparts, each of which shall be  
50 deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this  
51 *Certification and Acknowledgment* may be transmitted between them electronically or digitally. The parties intend that  
52 electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original  
53 document shall be promptly delivered, if requested.

54 Mark B. Ratner 10-6-2013  
55 SELLER'S SIGNATURE DATE BUYER'S SIGNATURE DATE  
56

57 Mark B. Ratner  
58 PRINTED PRINTED  
59

60 Lindsey Ratner 10-6-2013  
61 SELLER'S SIGNATURE DATE BUYER'S SIGNATURE DATE  
62

63 Lindsey Ratner  
64 PRINTED PRINTED  
65

66 Mark B. Ratner 10-6-2013  
67 LISTING BROKER DATE SELLING BROKER DATE  
68 Mark B. Ratner Kevin Hudson



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(Property Address)