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: 29195 Hwy 4E, Senatobia, MS 38668 Robert E McGowan / Virginia R McGowan Built: 2007 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, <u>AND</u> ☐ 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 to or from any governmental entity.

Related Gui Low

Transfer to a spouse (including due to divorce/separation), or to a person in the lineal line of consanguinity.

Signature(s) of Seller(s)

Transfer of real property on which no dwelling is located. Transfer from one co-owner to one or more co-owners.

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 <u>NOT a warranty of any kind</u> 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 <u>signed and dated by the SELLER(S)</u>.

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?	Yes No Unk N
2.	Does the seller currently occupy the residence?	Yes No Unk NA
3.	Are there certificates of occupancy related to the property?	Yes No Unk N
4.	Is the residence a condominium?	Yes No 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?	Yes No Unk NA
7.	What dates have the seller occupied the residence?	2007 - PRESENT
8.	What is the approximate square footage of the heated/cooled living area?	3818 59 54
9.	How or by whom was the heated/cooled square footage area determined?	LIVAC

II. ROOF

1.	Are you aware whether	No Unk NA			
If Yes, please explain here (attach additional pages if necessary).					
	7 411	Roof Replacement 2023			
2.	To your knowledge, ar roof? If Yes, please pro	re there any written warranties presently in place for the ovide a copy.	No Unk NA		
3.	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				
	If Yes, please explain	here (attach additional pages if necessary).	need Inc.		
4.	The roof is ye	ears old.			
		III. UTILITIES, INTERNET, AND TELEVISION SERVICES			
	Utilities	Service Provider (state NA if Not Applicable)	Average Monthly Bill		
	Electricity	TVA	#35000		
	Natural Gas	, MA			
	Water	Well			
	Garbage Collection		\$ 2000		
	Propane	Ferrell Gos	5000		
	Solar Panels				
	(other)				
	If applicable, Propane	Tank is: Owned, Leased. If leased, the fee is \$ 7500 per: Mo	onth 🗆 , Year 🖳		
1. Is your drinking water from a private well? Yes No Unk					
		quality been tested for safety? the Water Safety Report (if available). Yes	No Unk NA		
2.	The sewage system is:	Public Private Septic Cesspool Treatment	t Lift Other		
If an individual system, provide:					
Manufacturer Name: //uk					
	Location on Property:	Dight of House			
	Is a sewage pump insta	illed?	No Unk NA		
	If an individual system, Health Department off	has it been inspected by the proper state/county/ icials?	No Unk NA		
	If an individual system,	what is the date of the last servicing? 2021			
	How many bedrooms a	re allowed by the individual wastewater permit?			
3.	Is cable Television avail	lable at the site?	No Unk NA		
	What type of internet s	service is available at the site? DSL Cable Fiber Optic	Satellite Unk NA		
	If internet service is cur	rently available, who is the provider? AT+T			

IV. STRUCTURAL ITEMS & SOILS

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1.	Are you aware of any settlement/heaving of soils, any collapsible or expansive Yes No Unk NA soils or poorly compacted fill on the Property?			
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? Yes No Unk NA			
	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?			
5.	To your knowledge, are any foundation repairs currently needed?			
6.	Except for "Cosmetic Upgrades" (carpet, paint, wallpaper) have you remodeled, made any additions, structural modifications, or other alterations or improvements to the property?			
	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?			
	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 Windstorm Yes No Unk NA Hail Yes No Unk NA Tornados Yes No Unk NA Hurricane Yes No Unk NA Other Disaster Yes No Unk 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?			
	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?			
	If Yes, please explain here (attach additional pages if necessary).			

11.	Other than routine m or defects with any o		ur ownership, are you aware of any problems, maitunctions,		
	Interior Walls	☐ Yes ☐ No ☐ Unk ☐ NA	Exterior Walls Yes No Unk NA		
	Fireplace	Yes No Unk NA	Chimney Yes No Unk NA		
	Windows	Yes No Unk NA	Skylights Yes No Unk NA		
	Doors/Door Trim	Yes No Unk NA	Rain Gutters Yes V No Unk NA		
	Ceiling	Yes No Unk NA	Driveway Yes No Unk NA		
	Flooring	Yes No Unk NA	Irrigation Sys Yes No Unk NA		
	Sinks/Wet Bar	Yes No Unk NA	French Drain Yes No Unk 1 NA		
	Shower	Yes No Unk NA	Patio Yes No Unk NA		
	Sauna	Yes No Unk NA	Outdoor Fireplace Yes No Unk NA		
	Jetted Bathtubs	Yes No Unk NA	Outdoor Kitchen Yes No Unk NA		
	Lighting	Yes No Unk NA	Soffit(s)/Fascia(s) Yes V No Unk NA		
	Ceiling Fans	Yes No Unk NA	Stucco/Dryvit Yes V No Unk NA		
	Electrical Outlets	Yes No Unk NA	Garage Door Yes No Unk NA		
	Locks	Yes No Unk NA	Yes No Unk NA		
		Yes No Unk NA			
	15V L	1 /			
	it ves, please explain	n here (attach additional pages if n	ecessary).		
		V. LAND AT	ND SITE DATA		
4	ta khana ana anata anat				
1.	is there an engineer s	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: Ye	process process of the contract of the contrac	3763.01 /year. Homestead exemption: Pyes \(\square \text{No} \)		
	Encroachments	Yes No Unk NA	Boundary Dispute Yes No Unk NA		
	Easements	Yes No Unk NA	Soil Erosion Yes No Unk NA		
	Soil Problems	Yes No Unk NA	Standing Water Yes No Unk NA		
	Land Fill	Yes V No Unk NA	Drainage Problems Yes No Unk NA		
	Foreclosure	Yes No Unk NA	Zoning Noncompliance Yes V No Unk NA		
	Pending Litigation	Yes J No Unk NA	Judgments/Liens Yes V No Unk NA		
	Restrictive Covenants	Yes No Unk NA	Special Assessments Yes V No Unk NA		
	Mechanics Lien(s)	Yes V No Unk NA	Eminent Domain Yes No Unk NA		
	Materials Lien(s)	Yes / No Unk NA	HOA/COA Dues Yes V No Unk NA		
	Rights of Way	Yes No Unk NA	Historic Registry Yes V No Unk NA		
	CRP	Yes No Unk NA	Pearl River Valley land Yes No Unk NA		
	16 th Section land	Yes No Unk NA	PID: \$ Yes No Unk NA		
	Leasehold	Yes No Unk NA	(Other) Yes No Unk NA		
	If Yes, please explain	n here (attach additional pages if n	ecessary).		
	A .				

3.	re you aware if any portion of the Property (including a part of the site) s currently located in a FEMA Designated Flood Hazard Zone? Yes No Unk N N If Yes, what is the flood zone classification of the Flood Hazard Zone?	A
4.	las the residence ever been flooded by rising water from the outside? Yes No Unk N	A
5.	s flood insurance currently required? If Yes, please indicate the premium currently being paid and the date that he premium was last adjusted. Date Paid Date Last Adjusted	A
6.	are you aware if any portion of the Property (Site) is currently designated as being Yes No Unk No	Α
7.	Walls Yes No Unk NA Windows Yes No Unk NA Doors Yes No Unk NA Basement Yes No Unk NA His NA H	
8.	re you aware of water penetration or damage FOR ANY REASON, because of: looding	
	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.

Dulle In Cooking		
Built-In Cooktop		
Built-In Oven(s)		
Built-In Dishwasher	ELectric	2024
Built-In Microwave		1A
Built-In Ice Maker		NA
Built-in Trash Compactor	Actric	174
Built-in Range	Elettric	2024
Built-In Refrigerator		

ITEM	GAS/ELECTRIC	AGE
Garbage Disposal	Slectric	546
Garage Door Opener(s) (#)		NA
Central Air (#) 2	Electric	17 41
Central Heat (#) 2	Electric	1701
Water Heaters (#) _2	Electric	347
Tankless Heater (#)		MA
Ductless HVAC		M

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	Date
X	
BUYER acknowledges receipt of a copy of this statement and buy certain conditions and information concerning the property know seller and is not a substitute for any home, pest, hazardous was inspection(s) of the public records.	vn to the seller. It is not a warranty of any kind by the
Buyer's Signature(s)	
X	Date
X	Date
SELLER'S CLOSING CERTIFICATION: Seller certifies at closing that the remains true and complete to the seller's actual (personal) knowled seller's Signature(s) at closing X X	ne information in this PCDS, including any amendments, edge as of the date of the transaction's closing. Date of closing 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):

Buyer's Signature(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.

* * *	*
Seller(s) [name(s)]	hereby amend the attache
PCDS previously signed and dated by the seller(s) on [date]	
SELLER'S CERTIFICATION	Chat was a few and appropriate to the college acts
Seller certifies that the information in this Property Condition Disclosure (personal) knowledge as of the date signed by the seller. If a seller of res	sidential real property acquires knowledge which renders materia
inaccurate a Property Condition Disclosure Statement provided previous Statement to the buyer as soon as practicable. In no event, however, si	hall a seller be required to provide an amended Property Condition
Disclosure Statement after the transfer of title from the seller to the buy	er or occupancy by the buyer, whichever is earlier.
Seller's Signature(s) X	D
V	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.

Date

Date