

1 **MLS' of SOUTH BEND-MISHAWAKA & ELKHART COUNTY**  
2 **LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT**  
3 **Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**  
4 **(SALES)**

5  
6 **PROPERTY ADDRESS:** 56884 CR13

7 **LEAD WARNING STATEMENT**

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

16  
17 **SELLER'S DISCLOSURE**

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

19  
20 (i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): \_\_\_\_\_  
21 \_\_\_\_\_

22  
23 (ii)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

24  
25  
26 (b.) Records and reports available to the seller: **(check (i) or (ii) below)**

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

31  
32 (ii)  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

33  
34 **BUYER'S ACKNOWLEDGMENT (initial)**

35 (c.) \_\_\_\_\_ Buyer has received copies of all information listed above.

36 (d.) \_\_\_\_\_ Buyer has received the pamphlet *Protect Your Family From Lead In Your Home*.

37 (e.) \_\_\_\_\_ Buyer has **(check (i) or (ii) below)**:

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

40 **OR**

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

43  
44 **BROKER'S ACKNOWLEDGMENT (initial)**

45 (f.) AC Broker has informed the seller of seller's obligations under the Residential Lead-Based Paint Hazard  
46 Reduction Act of 1992 (42 U.S.C. 4852d) and is aware of broker's responsibility to ensure compliance.

47 **(NOTE: where the word "Broker" appears, it shall also mean "Salesperson/Agent".)**

48  
49  
50 **CERTIFICATION OF ACCURACY**

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

53  
54 This *Certification and Acknowledgment* may be executed simultaneously or in two or more counterparts, each of  
55 which shall be deemed an original, but all of which together shall constitute one and the same instrument. The  
56 parties agree that this *Certification and Acknowledgment* may be transmitted between them by facsimile machine.  
57 The parties intend that faxed signatures constitute original signatures and are binding on the parties. The original  
58 document shall be promptly executed and/or delivered, if requested.

\_\_\_\_\_  
(Buyer's Initials)

MSD  
(Seller's Initials)

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59 \_\_\_\_\_  
60 BUYER'S SIGNATURE DATE  
61 \_\_\_\_\_  
62 \_\_\_\_\_  
63 PRINTED  
64 \_\_\_\_\_  
65 \_\_\_\_\_  
66 BUYER'S SIGNATURE DATE  
67 \_\_\_\_\_  
68 \_\_\_\_\_  
69 PRINTED  
70 \_\_\_\_\_  
71 \_\_\_\_\_  
72 SELLING BROKER DATE

*Michael D. DeFreese* 6/4/05  
SELLER'S SIGNATURE DATE  
*Michael D. DeFreese*  
PRINTED  
*Dawn DeFreese*  
SELLER'S SIGNATURE DATE  
*Dawn DeFreese*  
PRINTED  
*Dawn DeFreese*  
LISTING BROKER DATE



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