

Presented by:

**Helene Team Realty**

Office Phone: 985-639-3991

Office Fax: 985-639-3383

**HELENE NUNEZ**

Agent Phone: 504-427-6183

helene@heleneteam.com

**Slidell**

**42483 ANN ST**

**\$116,500**

Ref #: 879613

**Subdivision:** Blue Haven

**Neighborhood**

**# Bedrooms:** 1    **# Full Baths:** 1

**# Half Baths:** 0

**Age:** 1 / None

**Assoc:**

[Click Here For Map](#)

[Click Here For Attachment](#)



**Style:** Camp

**Lot Size:** 350 x 300

**Stories:** 1.000

**Car Storage:** Covered

**Roof:** Shingle

**Pool:** None

**Fireplace:**

**Warranty:** N

**Gas:** None

**Sewer:** Treatment Plant

**Air:** Two, Window Unit

**Living Area SqFt:** 1,000

**Lot Desc:** 1-5 Acres

**Acres:** 1.000

**Foundation:** Raised

**Condition:** EXCE

**Spa:**

**Patio:**

**Home Owner Fee:** N

**Electric:** Cleco

**Water:** Well

**Heat:** Two, Window Unit



Take Fremaux past Military turn right on Apple Pie Road and left on Ann. Home on Left.

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01/01/02

11:15 PM





## Customer Information Form

### What Customers Need to Know When Working With Real Estate Brokers or Licensees

This document describes the various types of agency relationships that can exist in real estate transactions.

**AGENCY** means a relationship in which a real estate broker or licensee represents a client by the client's consent, whether expressed or implied, in an immovable property transaction. An agency relationship is formed when a real estate licensee works for you in your best interest and represents you. Agency relationships can be formed with buyers/sellers and lessors/lessees.

**DESIGNATED AGENCY** means the agency relationship that shall be presumed to exist when a licensee engaged in any real estate transaction, except as otherwise provided in LA R.S. 9:3891, is working with a client, unless there is a written agreement providing for a different relationship.

- The law presumes that the real estate licensee you work with is your designated agent, unless you have a written agreement otherwise.
- No other licensees in the office work for you, unless disclosed and approved by you.
- You should confine your discussions of buying/selling to your designated agent or agents only.

**DUAL AGENCY** means an agency relationship in which a licensee is working with both buyer and seller or both landlord and tenant in the same transaction. Such a relationship shall not constitute dual agency if the licensee is the seller of property that he/she owns or if the property is owned by a real estate business of which the licensee is the sole proprietor and agent. A dual agency relationship shall not be construed to exist in a circumstance in which the licensee is working with both landlord and tenant as to a lease that does not exceed a term of three years and the licensee is the landlord. Dual agency is allowed only when informed consent is presumed to have been given by any client who signed the dual agency disclosure form prescribed by the Louisiana Real Estate Commission. Specific duties owed to both buyer/seller and lessor/lessee are:

- To treat all clients honestly.
- To provide factual information about the property.
- To disclose all latent material defects in the property that are known to them.
- To help the buyer compare financing options.
- To provide information about comparable properties that have sold, so that both clients may make educated buying/selling decisions.
- To disclose financial qualifications to the buyer/lessee to the seller/lessor.
- To explain real estate terms.
- To help buyers/lessees arrange for property inspections
- To explain closing costs and procedures.

**CONFIDENTIAL INFORMATION** means information obtained by a licensee from a client during the term of a brokerage agreement that was made confidential by the written request or written instruction of the client or is information the disclosure of which could materially harm the position of the client, unless at any time any of the following occur:

- The client permits the disclosure by word or conduct.
- The disclosure is required by law or would reveal serious defect.
- The information became public from a source other than the licensee.

By signing below you acknowledge that you have read and understand this form and that you are authorized to sign this form in the capacity in which you have signed.

Seller/Lessor:	<u>Michael Russ Kuntz</u>	Buyer/Lessee:	_____
By:	_____	By:	_____
Title:	_____	Title:	_____
Date:	<u>6-14-11</u>	Date:	_____
Licensee:	<u>Helene Murray</u>	Licensee:	_____
Date:	<u>6-14-2011</u>	Date:	_____

Agency Form Rev. 10/10





# LISTING AGREEMENT



The Standard Form (revised 09/09) of:  
New Orleans Metropolitan Association of REALTORS®, Inc.  
Northshore Area Board of REALTORS®  
Saints Board of REALTORS®

For exclusive use of REALTORS®  
REALTOR® Boards provide this form as an aid,  
and not as legal advice. REALTOR® members  
assume no responsibility for unauthorized use.

Slidell

La June 14, 2011

The undersigned Client (herein after referred to as Owner) hereby grants to Helene Team Realty - Helene Nunez  
and their successors or assigns (herein after referred to as "Broker"), the sole and exclusive right to sell the following described Property:

42483 Ann Street

Subdivision Blue Haven; City Slidell;

Parish St. Tammany; Louisiana, Zip 70461

including: Refrigerator

excluding: WASHER & DRYER

On grounds measuring about 250 x 250, or as per title, for \_\_\_\_\_

(\$ 116,500) Dollars cash or the following terms: ALL CASH TO SELLER

\_\_\_\_\_ or any other price, or upon any other terms, as may hereafter be agreed upon.

Owner agrees to pay Broker's commission of 8% 590 on the gross amount of any agreement to sell, exchange, or option that may be negotiated during the existence of the agreement, or on the gross amount of any such agreement made within 30 days after the expiration or termination of this agreement, with anyone to whom said property has been quoted during the term of this agreement, part of which commission may be paid to a cooperating Broker at listing Broker's sole discretion. The Closing Notary is authorized to deduct and disburse commission at Act of Sale. This protection period shall terminate when the property is listed with another Real Estate Broker. The commission is earned when such an agreement is signed by all parties resulting in a valid and binding agreement to purchase. Said commission is also earned upon obtaining an offer to purchase at the listed price and terms with reasonable time for act of sale and occupancy. In the event the property is leased to anyone during the term of this agreement, Owner agrees to pay Broker a commission of 60% First Full Month's Rent. Broker is authorized to accept from Purchaser, or his representative, a non-interest bearing deposit represented by cash and/or a real estate deposit note, and to place the cash portion of this deposit in a federally insured banking or savings institution selected by Broker pending settlement. Broker shall have no responsibility in case of failure or suspension of said banking or savings institution. In the event of a dispute between Owner and the Purchaser, Owner understands and agrees that Broker cannot disburse the deposit without the mutual written consent of the Purchaser and Owner, or judicial order, or order of the Louisiana Real Estate Commission.

Owner agrees to refer all prospects to Broker, to cooperate fully and not to obstruct the sale of the property, during the term of this contract. In case of employment of counsel to enforce this agreement, Owner will pay all costs and reasonable attorney's fees incurred by Broker. In further consideration of the efforts and expenditures by Broker, Owner shall indemnify Broker, his Agents and Employees, against all liability, loss and expense, including reasonable attorney's fees and court costs that may be incurred as a result of any claim or suit by any person for personal injury or property damage sustained by such person while on or about the herein above described premises, due to the condition of said premises or Owner's negligence. This authorization to sell shall remain in full force and effect for a period of Seven Months Plus from date of acceptance by Broker. Upon acceptance, Broker shall calculate expiration date and so notify Owner. If an agreement to purchase and sell is executed during the term of this listing agreement, the parties agree to extend the effective period of this listing agreement to include the closing date as provided for in the agreement to purchase, or any extension thereof.

Owner specifically requests and authorizes the use of the Multiple Listing Service, the public display of property address, photos, virtual tours, and other depictions of the property and its contents through the MLS, the internet, and various web sites, including Internet Data Exchange and Virtual Office Websites, to promote and enhance the sale of the property. Owner also authorizes all MLS brokers who participate in Internet Data Exchange and Virtual Office Websites, to publicly display the property and its contents on the Brokers' web sites and agrees to hold harmless and indemnify the Brokers, their Agents and Employees, the MLS and the Association of REALTORS® (NOMAR and GSREIN) from any and all claims which may arise there from. The owner further authorizes Broker and the MLS to disseminate pertinent information including, but not limited to the photo of property sale price, property condition and / or seller considerations affecting such property. Broker is authorized to post signs and advertise the property for sale.

Notwithstanding the provisions of Civil Code Articles 2985 through 3034 or any other provisions of law, a licensee engaged in any real estate transaction shall be considered to be representing the person with whom he is working as a Designated Agent unless there is a written agreement between the Broker and the person providing that there is a different relationship or the licensee is performing only ministerial acts on behalf of the person.

**OWNERS SHALL COMPLETE THE PROPERTY DISCLOSURE (ADDENDUM) FORM.**

**OWNERS SHALL COMPLETE THE LEAD BASED PAINT DISCLOSURE FORM IF PROPERTY WAS BUILT PRIOR TO 1978.**

**OWNERS SHALL REVIEW AND SIGN REAL ESTATE AGENCY DISCLOSURE PAMPHLET.**

**WE DO BUSINESS IN ACCORDANCE WITH FEDERAL FAIR HOUSING LAWS**

The commissions reflected in this agreement have been negotiated only by the parties to the agreement.

I understand and consent to dual agency?  Yes  No  
Do you desire home protection warranty?  Yes  No

Broker may receive a fee from insurer if a Home Warranty Plan is provided.

Would you like relocation assistance?  Yes  No

Do you authorize the use of a lockbox on the property in accordance with the lockbox procedures which have been explained to you, and hold said company and its associates harmless from any responsibility or liability in connection herewith?  Yes  No

Do you authorize VOW Comments in conjunction with the listing?  Yes  No

Do you authorize VOW Automated Valuation Model in conjunction with the listing?  Yes  No

Seller authorizes the authentication of his signature, or of the Purchaser's, by facsimile (fax).  Yes  No

Accepted by: Helene Davis Nunez

Effective Date: June 14, 2011

Expiration Date: January 31, 2012

Seller's Designated Agent: Helene Nunez

Michael Russ King  
Owner's Signature

Michael Russ King  
Owner(s) Name (type or print)

\_\_\_\_\_  
Owner's Signature

Michael Russ King  
Owner(s) Name (type or print)

\_\_\_\_\_  
Owner's Signature

42483 Ann Street  
Mailing Address

Slidell, LA 70461

9-285-6808 Cell NANCY 707 2417  
City State, Zip (Area Code) Telephone Number

E-Mail Address: N/A



# Addendum to the Listing Agreement

Revised 9/10/2009



Date: July 14, 2011

The Listing Agreement dated 6/14/11, between: Michael Russ King (Seller)

and Helene Team Realty, represented by Helene Nunez (Agent),

concerning the property known as: 42483 Ann Street, Glidell, CA 70461

is amended in the following manner:

**REALTORS® must advise sellers/landlords that:**

**Cooperative Commission Offers:** Helene Team Realty has a policy of cooperating with other licensed Real Estate Brokers and their agents and that the commission being offered herein shall be offered to all subagents, buyer/tenant agents, and/or brokers acting in legally recognized non-agency capacities in the amount of 2.5%. Sellers of the above described property are further advised that buyer/tenant agents or brokers, even if compensated by listing brokers, or by sellers/landlords may represent the interests of buyers/tenants; and any potential for listing brokers to act as disclosed dual agents, e.g., buyer/tenant agents.

**Multiple Offers:** Seller(s) hereby M.R.K. authorize \_\_\_\_\_, \_\_\_\_\_ do not authorize Helene Team Realty or its agent the right to divulge the existence of offers on the property in response to inquiries from buyers or cooperating brokers.

**Variable and/or Dual Commission Rates:** REALTORS®, acting as listing brokers, have an affirmative obligation to disclose the existence of dual or variable rate commission arrangements (i.e., listings where one amount of commission is payable if the listing broker's firm is the procuring cause of sale/lease and a different amount of commission is payable if the sale/lease results through the efforts of the seller/landlord or a cooperating broker). The listing broker shall as soon as practical, disclose the existence of such arrangement to potential cooperating brokers and shall, in response to inquiries from cooperating brokers, disclose the differential that would result in a cooperative transaction or in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease.

**Broker Assistance:** The sponsoring Broker for Helene Team Realty is available to the seller for consultation and assistance. A designated agent may disclose confidential information to the sponsoring Broker or other person specified by the sponsoring Broker for purposes of seeking assistance for the seller's benefit. The sponsoring Broker or such other person shall keep the information confidential.

**Scheduled Price Reductions:** The sale's price of the property will be lowered as follows:

\$ \_\_\_\_\_ on \_\_\_\_\_  
\$ \_\_\_\_\_ on \_\_\_\_\_  
\$ \_\_\_\_\_ on \_\_\_\_\_  
\$ \_\_\_\_\_ on \_\_\_\_\_

Each price reduction whether noted here or otherwise shall extend the term of this listing agreement by 30 days for each adjustment. The listing period shall also be extended for the time with which the property is under contract should the transaction not close.

The property in question  IS  IS NOT a potential short sale. (Additional addendums apply if answer is yes.)

(Please reference each line by number)

**Other modifications include:**

Line: \_\_\_\_\_:

Line: \_\_\_\_\_:

**ALL OTHER TERMS AND CONDITIONS ARE TO REMAIN UNCHANGED.**

X Michael Russ King  
SELLER

X \_\_\_\_\_  
SELLER

DATE: 6-14-11

DATE: \_\_\_\_\_

Helene Nunez 6/14/11  
LISTING AGENT'S NAME DATE

Helene Davis Nunez 6/14/11  
LISTING BROKER SIGNATURE DATE



## **Helene Team Realty**

2010 First Street  
Slidell, LA 70458  
(985) 639-3991 Office  
(985) 639-3383 Fax

# **EASY EXIT**

### **ADDENDUM TO LISTING AGREEMENT**

On this 14<sup>th</sup> day of June, 2011, **Helene Team Realty** does hereby modify the Listing Agreement executed of even date for the following property 42483 Ann Street, Slidell, LA 70461 as follows:

Line 33 of the Listing Agreement states the amount of time for the listing period. **Helene Team Realty** hereby agrees to release or to be released by this Agreement should either party: **Helene Team Realty** or the **Owner/Seller** of said property elect to exercise their rights under the **Helene Team Realty's EASY EXIT** program whereby the Listing Agreement can be terminated at any time by either party by means of a written notice such as an email to the broker Helene Davis Nunez at [helene@heleneteam.com](mailto:helene@heleneteam.com) or a letter mailed to **Helene Team Realty, 2010 First Street, Slidell, LA 70458**. Upon receipt of the requisite notice, **Helene Team Realty** will promptly deliver to **Owner/Seller** the requisite cancellation of this Listing Agreement." If the property is under contract and the listing company has performed its duties, then the full commission is due at AOS.

Should Seller opt to use this Easy Exit Agreement, then Seller agrees to reimburse Helene Team Realty for its marketing expense.

Signed on the dates hereinabove indicated.

#### **HELENE TEAM REALTY**

Helene Davis Nunez  
By:

Michael Russ King  
Owner

\_\_\_\_\_  
Owner



# DISCLOSURE AND CONSENT TO DUAL AGENT DESIGNATED AGENCY



This document serves three purposes:

- It discloses that a real estate licensee may potentially act as a disclosed dual agent who represents more than one party to the transaction.
- It explains the concept of disclosed dual agency.
- It seeks your consent to allow the real estate agent to act as a disclosed dual agent.

A LICENSEE MAY-LEGALLY ACT AS A DUAL AGENT ONLY WITH YOUR CONSENT. BY CHOOSING TO SIGN THIS DOCUMENT, YOUR CONSENT TO DUAL AGENCY REPRESENTATION IS PRESUMED. BEFORE SIGNING THIS DOCUMENT, PLEASE READ THE FOLLOWING:

The undersigned designated agent(s) Helene Nunez  
(insert name(s) of licensee(s) undertaking dual representation)

and any subsequent designated agent(s) may undertake a dual representation (represent both the buyer (or lessee) and the seller (or lessor) for the sale or lease of property described as 42483 Ann Street, Slidell, LA 70461.  
(List address of property, if known)

The undersigned buyer (or lessee) and seller (or lessor) acknowledge that they were informed of the possibility of this type of representation. The licensee(s) will undertake this representation only with the written consent of ALL clients in the transaction.

Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interests and on their own behalf. The undersigned buyer (or lessee) and seller (or lessor) acknowledge that the licensee(s) has explained the implications of dual representation, including the risks involved- The undersigned buyer (or lessee) and seller (or lessor) acknowledge that they have been advised to seek independent advice from their advisors or attorneys before signing any documents in this transaction.

### WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT

- Treat all clients honestly.
- Provide information about the property to the buyer (or lessee).
- Disclose all latent material defects in the property that are known to the licensee(s).
- Disclose financial qualifications of the buyer (or lessee) to the seller (or lessor).
- Explain real estate terms.
- Help the buyer (or lessee) to arrange for property inspections.
- Explain closing costs and procedures.
- Help the buyer compare financing alternatives.
- Provide information about comparable properties that have sold so that both clients may make educated decisions on what price to accept or offer .

### WHAT A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT

- Confidential information that the licensee may know about the clients, without that client's permission.
- The price the seller (or lessor) will take other than the listing price without permission of the seller (or lessor).
- The price the buyer (or lessee) is willing to pay without permission of the buyer (or lessee).

You are not required to sign this document unless you want to allow the licensee(s) to proceed as a dual agent(s), representing BOTH the buyer (or lessee) and the seller (or lessor) in this transaction. If you do not want the licensee(s) to proceed as a dual agent(s) and do not want to sign this document, please inform the licensee(s).

By signing below, you acknowledge that you have read and understand this form and voluntarily consent to the licensee(s) acting as a dual agent(s) , representing BOTH the buyer (or lessee) and the seller (or lessor) should that become necessary.

\_\_\_\_\_  
Buyer or Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer or Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Licensee

\_\_\_\_\_  
Date

X Michael Russ King  
Seller or Lessor Michael Russ King

June 14, 2011  
Date

\_\_\_\_\_  
Seller or Lessor Michael Russ King

\_\_\_\_\_  
Date  
Helene Nunez  
Licensee Helene Nunez

June 14, 2011  
Date



Property Description (Address, City, State, Zip) 42483 Ann Street Slidell, LA 70461

**INFORMATIONAL STATEMENT FOR LOUISIANA RESIDENTIAL PROPERTY DISCLOSURE**

In accordance with Act 308 of the 2003 Louisiana Legislature (LSA-R.S. 9:3195-3199), effective July 1, 2004, a seller of residential real property must furnish purchasers with a Property Disclosure Document. A complete copy of these statutes can be found at [www.legis.state.la.us](http://www.legis.state.la.us). The required Property Disclosure Document may be in the form promulgated by the Louisiana Real Estate Commission ("Commission") or in another form that contains substantially the same information. The Commission form can be found at [www.lrec.state.la.us](http://www.lrec.state.la.us).

**WHO IS REQUIRED TO MAKE DISCLOSURE?**

A seller's obligation to furnish a Property Disclosure Document applies to any transfer of any interest in residential real property, whether by sale, exchange, bond for deed, lease with option to purchase, etc.

The following transfers are exempt from the requirement to provide a Property Disclosure Document:

1. Court order transfers;
2. Transfers to a mortgagee by a mortgagor or successor in interest who is in default;
3. Transfers by a mortgagee who has acquired the property at a sale conducted pursuant to a decree of foreclosure or by deed in lieu of foreclosure;
4. Transfers by a fiduciary in the course of administration of a decedent's estate, guardianship, conservatorship or trust;
5. Transfers of new constructed property;
6. Transfers from one or more co-owners solely to one or more of the remaining owners;
7. Transfers pursuant to a testate or intestate succession;
8. Transfers of property that will be converted into a use other than residential;
9. Transfers of property to a spouse or relative in the bloodline;
10. Transfers between spouses resulting from a judgment of divorce or separate maintenance;
11. Transfers to or from any governmental entity;
12. Transfers from an entity that has acquired title or assignment of a real estate contract to assist the owner in relocation as long as the entity makes available certain disclosure documents;
13. Transfers to an inter vivos trust;
14. Acts that, without changing ownership, confirm, correct, modify or supplement a deed or conveyance already recorded.

**EXEMPTION:**In accordance with Act 308 of the 2003 Louisiana Legislature, the **SELLER** of said property is exempt from the requirement to provide a Property Disclosure Document.

Seller (sign) \_\_\_\_\_ (print) Michael Russ King Date \_\_\_\_\_ Time \_\_\_\_\_

Seller (sign) \_\_\_\_\_ (print) Michael Russ King Date \_\_\_\_\_ Time \_\_\_\_\_

**Rights of Purchaser and Consequences for Failure to Disclose**

If the property disclosure document is delivered after the purchaser makes an offer, the purchaser can terminate any resulting real estate contract or withdraw the offer for up to 72 hours after receipt of the Property Disclosure Document. This termination or withdrawal will always be without penalty to the purchaser and any deposit or earnest money must be promptly returned to the purchaser (despite any agreement to the contrary).

**Duties of Real Estate Licensees and Consequences for Failure to Fulfill Such Duties**

Louisiana law requires real estate licensees to inform their clients of those clients' duties and rights in connection with the Property Disclosure Document discussed above. Failure to inform could subject the licensee to censure or suspension or revocation of their license, as well as fines. The licensee is not liable for any error, inaccuracy, or omission in a Property Disclosure Document, unless the person has actual knowledge of the error, inaccuracy, or omission by the seller.

**Other Important Provisions of the Law**

- A Property Disclosure Document shall not be considered a warranty by the seller.
- A Property Disclosure Document is for disclosure purposes only; it is not intended to be part of any contract between the seller and the purchaser.
- The Property Disclosure Document may not be used as a substitute for any inspections or warranties that the purchasers or seller may obtain.
- Nothing in this law precludes the rights or duties of a purchaser to inspect the physical condition of the property.

**KEY DEFINITIONS**

- **RESIDENTIAL REAL PROPERTY** IS REAL PROPERTY CONSISTING OF ONE OR NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS, WHICH ARE BUILDINGS OR STRUCTURES EACH OF WHICH ARE OCCUPIED OR INTENDED FOR OCCUPANCY AS SINGLE-FAMILY RESIDENCES.
- **KNOWN DEFECT** IS A CONDITION FOUND WITHIN THE PROPERTY THAT WAS ACTUALLY KNOWN BY THE SELLER AND THAT RESULTS IN ONE OR ALL OF THE FOLLOWING:
  - a. IT HAS A SUBSTANTIAL ADVERSE EFFECT ON THE VALUE OF THE PROPERTY.
  - b. IT SIGNIFICANTLY IMPAIRS THE HEALTH OR SAFETY OF FUTURE OCCUPANTS OF THE PREMISES.
  - c. IF NOT REPAIRED, REMOVED, OR REPLACED, SIGNIFICANTLY SHORTENS THE EXPECTED NORMAL LIFE OF THE PREMISES.

**PROPERTY DISCLOSURE DOCUMENT FOR RESIDENTIAL REAL ESTATE**

Answer all questions to the best of your knowledge. Explain any "yes" answers fully at the end of each section.  
 Y = yes                      N = no                      NK = no knowledge

**SECTION 1: LAND**

- (1) Lot size or acres 250 by 250
- (2) Are there any servitudes/encroachments regarding the property, other than typical/customary utility servitudes, that would affect the use of the property?     Y     N     NK
- (3) Are there any rights vested in others? Check all that apply and explain at the end of this section.
- |                            |                            |                            |                             |                 |                            |                            |                             |
|----------------------------|----------------------------|----------------------------|-----------------------------|-----------------|----------------------------|----------------------------|-----------------------------|
| Timber rights              | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Common driveway | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| Right of ingress or egress | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Mineral rights  | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| Right of way               | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Surface rights  | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| Right of access            | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Air rights      | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| Servitude of passage       | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Usufruct        | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| Servitude of drainage      | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Other _____     | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
- (4) Has any part of the property been determined a wetland by the United States Army Corps of Engineers under §404 of the Clean Water Act?     Y     N     NK
- (a) Is such a determination pending?     Y     N     NK
- (b) What date was determination made? \_\_\_\_\_

The Clean Water Act is a federal law that protects the wetlands of the United States. Section 404 of the Act contains permit requirements for altering or building on property that has been determined a wetland by the Army Corps of Engineers. The Corps may assess a fee to the **SELLER** or **PURCHASER** of a property for this determination. A property that has been determined a wetland may result in additional costs for a Section 404 permit. Documentation is attached and becomes a part of this property disclosure if the property described herein has been determined a wetland by the Corps.

- (5) Has any flooding, water intrusion, accumulation, or drainage problem been experienced with respect to the land? If yes, indicate the nature and frequency of the defect at the end of this section.     Y     N     NK
- (6) What is/are the flood zone classification(s) of the property? A-10
- (a) What is the source and date of this information? (Check all that apply.)     Survey/Date \_\_\_\_\_
- Flood Elevation Certificate/Date \_\_\_\_\_

Question Number	Explanation of "Yes" answers	<input type="checkbox"/> Additional sheet is attached

**SECTION TWO: TERMITES, WOOD-DESTROYING INSECTS AND ORGANISMS**

- (7) Has the <sup>House we are living in.</sup> property ever had termites or other wood-destroying insects or organisms?     Y     N     NK
- (8) Was there any damage to the property?     Y     N     NK
- (9) Was the damage repaired?     Y     N     NK
- (10) Is the property currently under a termite contract?     Y     N     NK
- (a) Name of company N/A
- (b) Date contract expires N/A
- (c) List any structures not covered by contract N/A

Question Number	Explanation of "Yes" answers	<input type="checkbox"/> Additional sheet is attached
<u>1</u>	<u>Old house next door had signs of termite on one wall. Old house was gutted and treated for termites</u>	

Y = YES N= NO NK = NO KNOWLEDGE

**SECTION 3: STRUCTURE**

- (11) Are there any defects regarding the following? Check all that apply and explain at the end of this section.
- |                 |                            |                                       |                             |                  |                            |                                       |                             |
|-----------------|----------------------------|---------------------------------------|-----------------------------|------------------|----------------------------|---------------------------------------|-----------------------------|
| Roof            | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK | Ceilings         | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK |
| Interior walls  | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK | Exterior walls   | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK |
| Floor           | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK | Foundation       | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK |
| Attic spaces    | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK | Basement         | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK |
| Porches         | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK | Overhangs        | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK |
| Steps/Stairways | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK | Railings         | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK |
| Pool <u>N/A</u> | <input type="checkbox"/> Y | <input type="checkbox"/> N            | <input type="checkbox"/> NK | Spa              | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK |
| Decks           | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK | Patios           | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK |
| Windows         | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK | Other <u>N/A</u> | <input type="checkbox"/> Y | <input type="checkbox"/> N            | <input type="checkbox"/> NK |

(12) Has any structure on the property ever taken water by flooding (rising water or otherwise)? If yes, give the nature and frequency of the defect at the end of this section.  Y  N  NK

(13) Is there flood insurance on the property?  Y  N  NK

(a)  Flood Insurance Policy/Date N/A  Other \_\_\_\_\_/Date \_\_\_\_\_

(b) Does SELLER have a flood elevation certificate in SELLER'S possession that will be shared with BUYER?  Y  N  NK

(14) What is the approximate age of all structures on the property? Main structure 10 months  
Other structures built 1930

**SELLER must complete and provide the "Disclosure on Lead-Based Paint and Lead-Based Paint Hazard Addendum" that is included with this property disclosure if any structure was built before 1978.**

(15) What is the approximate age of the roof of each structure? Main structure 10 month  
Other structures Shed 4 years old

(16) Does the property contain exterior insulation and finish system (EIFS) or other synthetic stucco?  Y  N  NK

Question Number	Explanation of "Yes" answers	<input type="checkbox"/> Additional sheet is attached
<u>Katrina</u>	<u>Aug 29<sup>th</sup> 2005 Old House / shed flooded</u>	

**SECTION 4: PLUMBING, WATER, GAS, AND SEWERAGE**

(17) Are there any defects with the plumbing system?  Y  N  NK

(18) Are there any defects with the water piping?  Y  N  NK

(a) Are there any defects with the water quality, quantity, or pressure?  Y  N  NK

(b) The water is supplied by:  Municipality  Private utility  On-site system  Shared well system  None

(c) If there is a well, when was the last time the water was tested? Date N/A

Results \_\_\_\_\_

(19) Is there gas service available to the property/structure?  Y  N  NK

(a) If yes, what type?  Butane  Natural  Propane

(b) If yes, are there any defects with it? N/A  Y  N  NK

(20) Are there defects with any water heater?  Y  N  NK

(a) Unit 1  Gas  Electric (b) Unit 2 \_\_\_\_\_  Gas  Electric (c) Unit 3 \_\_\_\_\_  Gas  Electric

(21) The sewerage service is supplied by:  Municipality  Other  NK

**SELLER must provide the attached "Disclosure of Information about Residential Sewage Treatment Systems Addendum" if the property described herein is not served by a municipality waste treatment.**

Question Number	Explanation of "Yes" answers	<input type="checkbox"/> Additional sheet is attached

Y = YES N = NO NK = NO KNOWLEDGE

**SECTION 5: ELECTRICAL, HEATING AND COOLING, APPLIANCES**

For major repairs or replacements relative to Section 5, list the date and nature of the repair or replaced component at the end of the section.

- (22) Are there any defects with the electrical system?  Y  N  NK
- (23) Are there any defects with the heating or cooling systems?  Y  N  NK
  - Unit 1  Unit 2  Unit 3
- (24) What type of cooling system is installed?  Central  Window unit  Other
  - (a) Source:  Electric  Gas  Heat pump  Other
  - Unit 1  Unit 2  Unit 3
- (25) What type of heating system is installed?  Central  Window unit  Other
  - (a) Source:  Electric  Gas  Heat pump  Other
  - Unit 1  Unit 2  Unit 3
- (26) If a fireplace exists, is it working?  Y  N  NK
  - (a) What type is it?  Gas  Wood  Vented  Ventless  Electric  Other
- (27) Are there any defects in any permanently installed or built-in appliances?  Y  N  NK
- (28) What type of fire alarm system is installed?  None  Security/fire alarm  Battery powered unit that includes a 10-year sealed lithium battery

Question Number	Explanation of "Yes" answers	<input type="checkbox"/> Additional sheet is attached

**SECTION 6: MISCELLANEOUS**

- (29) Has there been property damage related to the land or the improvements thereon, including, but not limited to, fire, windstorm, flood, hail, lightning, or other property damage?  Y  N  NK
  - (a) If yes, were all related property damages, defects, and/or conditions repaired?  Y  N  NK
- (30) What is the zoning of the property? Residential
  - (a) Has it ever been zoned for commercial or industrial?  Y  N  NK
  - (b) Is the property located in an historic district?  Y  N  NK
- (31) Does the property and its present usage conflict with current zoning, building, and/or safety restrictions?  Y  N  NK
- (32) Are there any current or pending assessments, dues, liens, taxes owing on the property?  Y  N  NK
  - (a) Is membership in a homeowners' association (HOA), condominium owners' association (COA), or property owners' association (POA) required as the result of owning this property?  Y  N  NK
  - (b) Are any HOA, COA, or POA dues required?  Y  N  NK
  - (c) If yes, what is the amount? \$\_\_\_\_\_ per \_\_\_\_\_
  - (d) Are there any pending special assessments?  Y  N  NK
  - (e) If yes, what is the amount? \$\_\_\_\_\_ per \_\_\_\_\_

**Any information contained in this property disclosure regarding homeowners' associations (HOA), condominium owners' associations (COA), or property owners' associations (POA) is summary in nature. The covenants and association governing documents are a matter of public record and can be obtained from the conveyance records on file at the Clerk of Court in the parish where the property is located.**

- (33) Are the streets accessing the property  Private  Public?  NK
- (34) Were any additions or alterations made to the property?  Y  N  NK
  - (a) If yes, were the necessary permits and inspections obtained for all additions or alterations?  Y  N  NK
- (35) Is there a homestead exemption in effect?  Y  N  NK
- (36) Is there high speed Internet access available to the property?  Y  N  NK
- (37) Is there any pending litigation regarding the property?  Y  N  NK

(38) Does the property or any of its structures contain any of the following? Check all those that apply and provide the nature and frequency at the end of this section.

- |                                       |                            |                                       |  |                        |                                       |                                       |  |
|---------------------------------------|----------------------------|---------------------------------------|--|------------------------|---------------------------------------|---------------------------------------|--|
| Asbestos                              | <input type="checkbox"/> Y | <input type="checkbox"/> N            | <input checked="" type="checkbox"/> NK | Formaldehyde           | <input type="checkbox"/> Y            | <input type="checkbox"/> N            | <input checked="" type="checkbox"/> NK |
| Radon gas                             | <input type="checkbox"/> Y | <input type="checkbox"/> N            | <input checked="" type="checkbox"/> NK | Chemical storage tanks | <input type="checkbox"/> Y            | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK            |
| Contaminated soil                     | <input type="checkbox"/> Y | <input type="checkbox"/> N            | <input checked="" type="checkbox"/> NK | Contaminated water     | <input type="checkbox"/> Y            | <input type="checkbox"/> N            | <input checked="" type="checkbox"/> NK |
| Hazardous waste                       | <input type="checkbox"/> Y | <input type="checkbox"/> N            | <input checked="" type="checkbox"/> NK | Toxic Mold             | <input type="checkbox"/> Y            | <input type="checkbox"/> N            | <input checked="" type="checkbox"/> NK |
| Mold/Mildew                           | <input type="checkbox"/> Y | <input type="checkbox"/> N            | <input checked="" type="checkbox"/> NK | Pets                   | <input checked="" type="checkbox"/> Y | <input type="checkbox"/> N            | <input type="checkbox"/> NK            |
| Electromagnetic fields                | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK            | Crystal meth exposure  | <input type="checkbox"/> Y            | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK            |
| Contaminated drywall/sheetrock        | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK            |                        |                                       |                                       |  |
| Other adverse materials or conditions | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK            |                        |                                       |                                       |  |

Question Number                      Explanation of "Yes" answers                       Additional sheet is attached

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Pets - 2 dogs and 1 cat

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(39) Was SELLER (or previous owner) a recipient of a Road Home grant?                       Y     N     NK

(40) Seller(s) elect to sell property "As-Is" and include a full waiver of redhibition rights in act of sale per L.A.C.C. Art. 2520 et seq. as per attached "As-Is" Addendum.                       Y     N     NK

**ACKNOWLEDGEMENTS**

I/We attest that the above statements and explanations have been provided by me/us and are true and correct to the best of my/our knowledge. (If either party is represented by a real estate licensee, your signature below acknowledges that you have been informed of your duties and rights under LSA-R.S. 9:3195-3199 and have read and understand the informational statement.)

Seller(s) acknowledge(s) that the information contained herein is current as of this date.

Seller (sign) Michael Russ King (print) Michael Russ King Date 6-14-11 Time 2:15 P.M.

Seller (sign) \_\_\_\_\_ (print) Michael Russ King Date \_\_\_\_\_ Time \_\_\_\_\_

Buyer(s) signing below acknowledge(s) receipt of this property disclosure.

Buyer (sign) \_\_\_\_\_ (print) \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Buyer (sign) \_\_\_\_\_ (print) \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_



The Standard Form (revised 10/01) of:  
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 Northshore Area Board of REALTORS®  
 Saints Board of REALTORS®

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### Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Target Housing Sale       Target Housing Rental or Lease

PROPERTY ADDRESS: 42483 Ann Street Slidell, LA 70461

**Lead Warning Statement for Target Housing Sales**

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

**Lead Warning Statement for Target Housing Rentals and Leases**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre- 1978 housing, Land- lords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

**SELLER'S/LESSOR'S Disclosure (answer a and b and initial both)**

M.R.K. (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):  
 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
 \_\_\_\_\_  
 SELLER has no knowledge of lead-based paint and/or lead-based paint hazards in building.  
M.R.K. (b) Records and reports available to the SELLER (check one below):  
 SELLER has provided the PURCHASER with all available records and reports pertaining to lead-based paint and/or lead based-paint hazards in the housing (list documents below).  
 \_\_\_\_\_  
 SELLER has no reports or records pertaining to lead-based paint and/or lead based-paint hazards in the housing.

**PURCHASER'S Acknowledgment (answer c, d and e and initial all)**

**LESSEE'S Acknowledgment (answer c and d and initial both)**

\_\_\_\_\_  
 \_\_\_\_\_ (c) PURCHASER/LESSEE has received copies of all information listed above.  
 \_\_\_\_\_ (d) PURCHASER/LESSEE has received the pamphlet "Protect Your Family From Lead in Your Home".  
 \_\_\_\_\_ (e) PURCHASER has (check one below): (not required for LESSEE)  
 Received a 10-calendar day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards;  
 Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**AGENT'S Acknowledgment (answer f and initial)**

[Signature] (f) Agent has informed the SELLER/LESSOR of the SELLER'S/LESSOR'S obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

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

<u>Michael Russ King</u> SELLER/LESSOR	<u>6-14-11</u> Date	_____ PURCHASER/LESSEE	_____ Date
_____ SELLER/LESSOR	_____ Date	_____ PURCHASER/LESSEE	_____ Date
<u>Helene Nunez</u> AGENT	<u>6/14/11</u> Date	_____ AGENT	_____ Date



WAIVER of WARRANTY and REDHIBITION RIGHTS ADDENDUM

IN REFERENCE to the Agreement to Purchase and Sell the real property commonly referred to as: 42483 Ann Street Slidell, LA 70461, dated between Michael Russ King (SELLER) and (PURCHASER), the undersigned parties hereby agree as follows:

Providing that Purchaser's inspections, as per the Property Condition/Inspection section on the agreement to purchase and sell referenced above, are satisfactory to Purchaser, Purchaser hereby agrees that THE FOLLOWING STATEMENT WILL BE MADE A PART OF THE ACT OF SALE AND SHALL NOT GO INTO EFFECT UNTIL THE ACT OF SALE.

It is expressly agreed that the immovable property herein conveyed and all improvements and component parts, plumbing, electrical systems, mechanical equipment, heating and air conditioning systems, built-in appliances, and all other items located hereon are conveyed by Seller and accepted by Purchaser "AS IS, WHERE IS," without any warranties of any kind whatsoever, even as to the metes and bounds, zoning, operation, or suitability of the property for the use intended by the Purchaser, without regard to the presence of apparent or hidden defects and with the Purchaser's full and complete waiver of any and all rights for the return of all or any part of the purchase price by reason of any such defects.

Purchaser acknowledges and declares that neither the Seller nor any party, whomsoever, acting or purporting to act in any capacity whatsoever on behalf of the Seller has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, and upon which the Purchaser has relied, concerning the existence or non-existence of any quality, characteristic or condition of the property herein conveyed. Purchaser has had full, complete and unlimited access to the property herein conveyed for all tests and inspections which Purchaser, in Purchaser's sole discretion, deems sufficiently diligent for the protection of Purchaser's interests.

Purchaser expressly waives the warranty of fitness and the warranty against redhibitory vices and defects, whether apparent or latent, imposed by Louisiana Civil Code Articles 2520 through 2548, inclusive, and any other applicable state or federal law and the jurisprudence thereunder.

Purchaser also waives any rights Purchaser may have in redhibition to a return of the purchase price or to a reduction of the purchase price paid pursuant to Louisiana Civil Code Articles 2520 to 2548, inclusive, in connection with the property hereby conveyed to Purchaser by Seller. By Purchaser's signature, Purchaser expressly acknowledges all such waivers and Purchaser's exercise of Purchaser's right to waive warranty pursuant to Louisiana Civil Code Article 2520 and 2548, inclusive.

The herein agreement, upon its execution by both Purchaser and Seller, is herewith made an integral part of the aforementioned Agreement to Purchase and Sell.

PURCHASER DATE/TIME SELLER Michael Russ King DATE/TIME 6-14-11

PURCHASER DATE/TIME SELLER Michael Russ King DATE/TIME



ADDENDUM TO PROPERTY DISCLOSURE DOCUMENT FOR RESIDENTIAL REAL ESTATE

DISCLOSURE OF INFORMATION ON RESIDENTIAL SEWERAGE TREATMENT SYSTEMS

Property Description (Address) 42483 Ann Street
City, State, Zip Slidell, LA 70461

Seller of residential real estate: Complete this disclosure document if city, town, or municipality waste treatment does not serve the property described herein.

Improperly treated or partially treated residential sewage poses significant risks to human health and to the environment. Untreated or poorly treated water contains parasites, bacteria, and viruses that cause serious disease. D.H.H Title 51, Subsection 707 states: "Individual sewerage systems shall be kept in service and in serviceable condition sufficient to insure compliance with this code and in order to avoid creating or contributing to a nuisance or public health hazard."

HEALTH HAZARDS AND DISEASES

Gastroenteritis - severe inflammation of the intestines that may cause severe vomiting and diarrhea leading to dehydration.

Severe infection - result of contact with untreated water where there are cuts or abrasions on the skin.

Hepatitis - serious infection of the liver that can lead to long term illness.

A residential sewerage treatment system that is not properly operated or maintained may also result in the pooling of improperly treated water at the surface. Health risks also exist from mosquito infestations that may cause West Nile Virus, Encephalitis, and other diseases. Improperly operating systems may be subject to fines and penalties under Louisiana law.

- 1. Sewerage treatment is supplied by: Private Utility, Onsite System, None, Not Known
2. If there is an onsite system, it is: Septic Tank, Advanced Treatment System, Oxidation Pond, Other, Not Known

a. Is there more than one system on the property, e.g. guest house, outbuildings, barns, etc.? Yes, No, Not Known

b. If yes, answer all questions for each system on a separate sheet of paper and attach to this addendum.

Septic - at old house/shed not in use.

3. What is the approximate age of the system? 10 months Not Known

a. The original permit was issued by Parish on 2010 (date). Not Known

(A non-permitted system of any type is illegal, regardless of age or type.)

b. The system was last inspected by Parish on 2010 (date). Not Known

c. An inspection report is attached. Yes, No

d. Has the health department inspected the system? Yes, No, Not Known

e. If yes, on what date was the inspection? (date)

4. The system was last pumped out when? NO (date)

5. Is the system an Advanced Treatment System? Yes, No, Not Known

a. If yes, name the manufacturer. Not Known

(The name of the manufacturer may be located on the data plate on the tank, compressor, or control box.)

b. If yes, do you have an ongoing maintenance agreement with a licensed maintenance provider?

Yes, No, Not Known (D.H.H. Title 51, Appendix A, Section A:6, 12 requires that perpetual maintenance be provided on Individual Mechanical Sewerage Treatment Plants.)

6. What type of discharge is used? Surface Drainage, Drain-Field, Spray Irrigation, Artificial Drain-Field, Drip Disposal, Over Land Surface Flow, Below Ground Pipe to Ditch or Stream, Not Known (D.H.H. Title 51, Subsection 717 prohibits the discharge of the effluent from septic tanks into street gutters, surface ditches or streams.)

7. If the discharge is from over land flow or from a pipe, where does it drain? Into marsh Not Known

8. What type of tank is used? Metal, Concrete, Fiberglass, Other, Not Known

9. Does the system have a compressor/aerator? Yes, No, Not Known

a. If yes, where is it located? West, Back

b. If yes, is it in working order? Yes, No, Not Known