

APPENDIX B. RESIDENTIAL PROPERTY CONDITION DISCLAIMER STATEMENT FORM

Seller instructions: Oklahoma Law (the "Residential Property Condition Disclosure Act," 60, O.S. Section 831 et. seq., effective July 1, 1995) **requires a seller** of 1 and 2 residential dwelling units **to deliver, or cause to be delivered, a disclaimer statement to a purchaser as soon as practicable, but in any event before acceptance of an offer to purchase if you, the seller: 1) have never occupied the property and make no disclosures concerning the condition of the property; and 2) have no actual knowledge of any defect concerning the property.**

If, however, you occupied the property or know of a defect in regard to the property, you must complete and deliver, or cause to be delivered, a "Residential Property Condition Disclosure Statement" to the purchaser.

Also, if you become aware of a defect after delivery of this disclaimer statement to a purchaser, but before you accept an offer to purchase, you must complete and deliver, or cause to be delivered, a "Residential Property Condition Disclosure Statement" to a purchaser.

Completion of this form by you may not be more than 180 days prior to the date this form is received by a purchaser.

Note: If this disclaimer statement is delivered to a purchaser after an offer to purchase has been made by the purchaser, the offer to purchase shall be accepted by you only after a purchaser has acknowledged receipt of this statement and confirmed the offer to purchase.

Defect means a condition, malfunction, or problem that would have a materially adverse effect on the monetary value of the property, or that would impair the health or safety of future occupants of the property.

(For more information on the requirements of the law, please refer to the Residential Property Condition Disclosure Information Pamphlet.)

Seller's Disclaimer Statement

The undersigned seller states that seller has never occupied the property located at _____, Oklahoma; makes no disclosures concerning the condition of the property; AND has no actual knowledge of any defect.

Seller's Signature

Date

Seller's Signature

Date

Purchaser's Acknowledgment

The purchaser shall sign and date this acknowledgment. The purchaser is urged to carefully inspect the subject property and, if desired, to have the property inspected by an expert. The purchaser acknowledges that purchaser has read and received a signed copy of this statement. This completed acknowledgement should accompany an offer to purchase you make on the property identified above.

Purchaser's Signature

Date

Purchaser's Signature

Date

Note to seller and purchaser: A real estate licensee has no duty to the seller or purchaser to conduct an independent inspection of the property and has no duty to independently verify the accuracy or completeness of any statement made by the seller in this disclaimer statement.

The disclosure and disclaimer statement forms and the Residential Property Condition Disclosure Information Pamphlet are made available by the Oklahoma Real Estate Commission, 2401 NW 23rd St, Suite 18, Oklahoma City, Oklahoma 73107-2431, or visit OREC's Web site www.orec.state.ok.us

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS (Target Housing Sales)

Lead Warning Statement

Every buyer 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.

Address of Property _____ Oklahoma

Seller's Disclosure (Initial on lines below)

- (a) Presence of lead-based paint 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 the housing
(b) Records and reports available to the Seller (Check one below):
- [] Seller has provided the Buyer 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.
(c) Seller has received the pamphlet Protect Your Family from Lead in Your Home.

Seller has reviewed the information above and certifies, to the best of Seller's knowledge, that the information provided by Seller is true and accurate.

Seller's signature _____

Date: _____

Seller's signature _____

Date: _____

Buyer's Acknowledgment (Initial on lines below)

- (d) Initial by Buyer only if Buyer has received from Seller copies of either (i) information about known lead-based paint/hazards per paragraph (a) above, or (ii) records or reports pertaining to lead-based paint per paragraph (b) above.
(e) Buyer has received the pamphlet Protect Your Family from Lead in Your Home.
(f) Buyer has (check one below):
- [] Received a 10-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; or
- [] Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Buyer has reviewed the information above and certifies, to the best of Buyer's knowledge, that the information provided by Buyer is true and accurate.

Buyer's signature _____

Date: _____

Buyer's signature _____

Date: _____

Broker's Acknowledgment - (Initial - NOTE: Only if no Listing Broker, Selling Broker shall initial unless Selling Broker receives all compensation from Buyer.)

- (g) Broker has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibilities to ensure compliance

Broker has reviewed the information above and certifies, to the best of Broker's knowledge, that the information provided by Broker is true and accurate.

(Listing Broker) _____

Date: _____

By _____ Signature

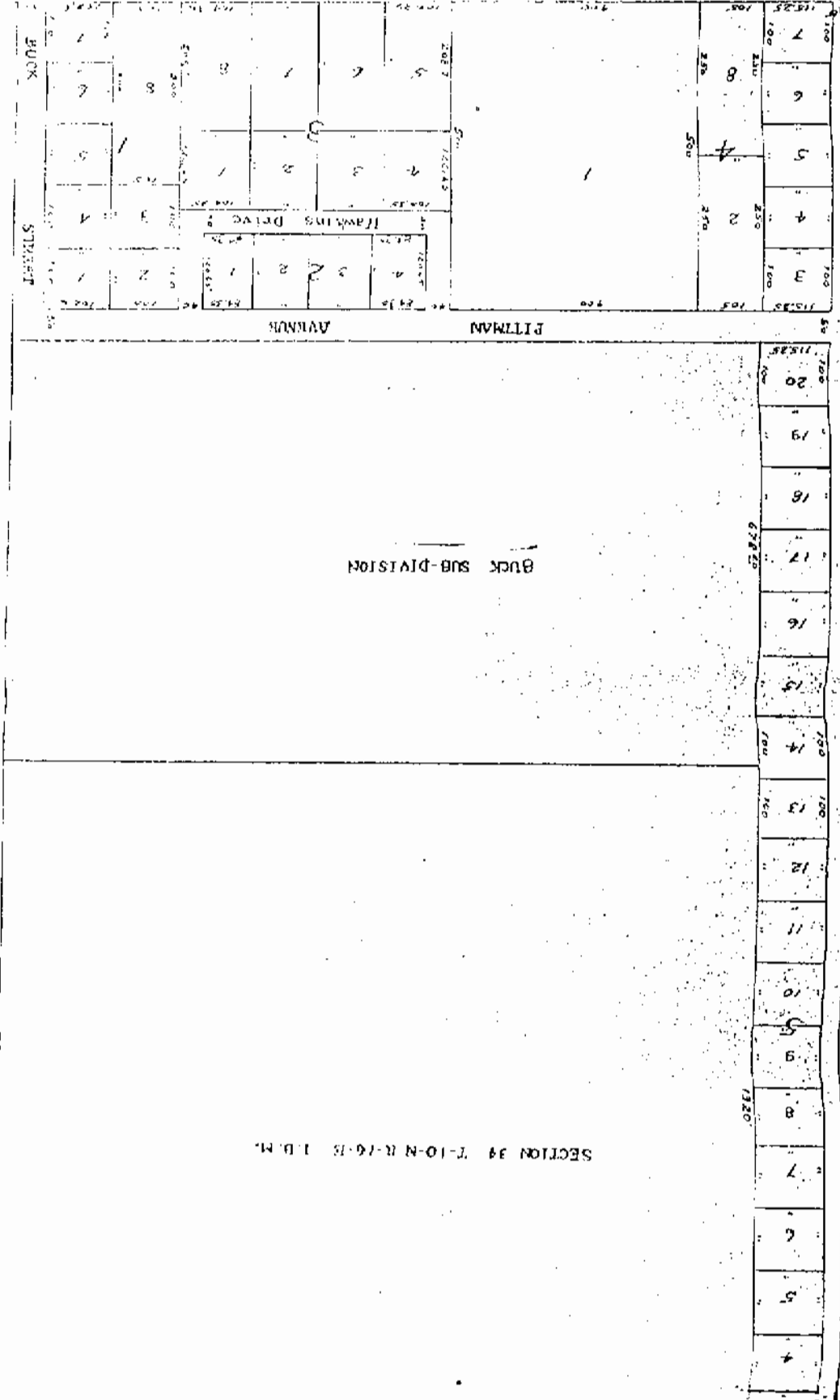
(Selling Broker) _____

Date: _____

By _____ Signature

SECTION 34 T-10-N-R-16-15 1 D.M.

N 0° 03' W



No. 69' 31' EAST

STAIR WY. No. 9

BUCK STREET

FITZMAN AVENUE

BUCK SUB-DIVISION

1320

STATE OF OKLAHOMA
 Before me, the
 Day of May, 1955
 To-wit: Harry
 persons who each
 me that they each
 used and purchased
 sent on the day of
 My Comm. Exp. —

STATE OF OKLAHOMA