

# Bergren Real Estate & Auction LLC

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## **600 S 6<sup>th</sup> Ave., Villisca, IA**

Please call to schedule a showing.  
Heather Pelzer- (712)-621-5014  
Steve Bergren (712)-789-0847

### PROPERTY DESCRIPTION:

- 2 Bedroom
- Kitchen & Dining w/ built in cupboards
- Living Room
- 1 Full Bathroom
- Crawl Space- No basement
- Roof-Asphalt replaced in 2013 Approx.
- Siding-Masonite
- Electric heat
- No Air Conditioning
- Living Area-945 sq. ft
- Single car attached 304 sq. ft & a 12x20 Carport
- Year Built: 1967
- Lot size: 60x120Net
- Taxes: \$646
- List Price~\$22,000

Estate is selling this property "AS IS", needs paint and new flooring. It would be a nice starter home or retirement home for 2 people.

**\*\* Information received from sources believed to be reliable. Sellers do not guarantee their accuracy. Buyers are invited to do their own research prior to sale.**

## Agency Disclosure

The Listing and Selling Brokers are agents of the parties hereto as outlined below, and their fiduciary duties of loyalty and faithfulness are owed to the party they represent. However, they must treat the other party with honesty. They must respond to all questions of the parties accurately and must disclose MATERIAL DEFECTS about which they have knowledge. The Broker, their agents, employees and associates are not required, however, to discover hidden defects in the property or give advice on matters outside the scope of their real estate license.

- \_\_\_\_\_ A. It is clearly understood and agreed by the parties hereto that \_\_\_\_\_  
(Selling Broker), and all licensees employed by or associated with Selling Broker,  
represent the buyers.
  
- \_\_\_\_\_ B. The Listing Broker and all licensees employed by or associated with the Listing  
Broker represents the Sellers in this transaction.
  
- \_\_\_\_\_ C. This agreement is subject to a CONSENSUAL DUAL AGENCY agreement  
attached hereto.

\_\_\_\_\_ Buyer \_\_\_\_\_ Date

\_\_\_\_\_ Buyer \_\_\_\_\_ Date

\_\_\_\_\_ Seller \_\_\_\_\_ Date

\_\_\_\_\_ Seller \_\_\_\_\_ Date

## AGENCY DISCLOSURE AGREEMENT

(to be signed before presentation of the offer)

There are different types of agency representation options that exist in real estate transactions. Below is a list of the representation options available. In addition a person may represent himself or herself in a transaction.

1. SELLER EXCLUSIVE AGENCY When the property is listed for sale by one company (the Listing Realtor) and the property is sold by a different real estate company (the Selling Realtor). It is the policy of the Listing Realtor and its Brokers and Salespersons to represent the Seller(s) exclusively.
2. BUYER EXCLUSIVE AGENCY When the Selling Realtor assists you in writing your offer or purchase agreement and the property is listed with a different real estate company, it is the policy of the Selling Realtor and its Brokers and Salespersons to represent the Buyer(s) exclusively. If the Selling Realtor represents the Buyer(s) exclusively, the Selling Realtor and its Brokers and Salespersons may receive compensation for the transaction from the Listing Realtor pursuant to a cooperation agreement between the two companies.
3. CONSENTUAL DUAL AGENCY
  - A. When a real estate company both lists and sales the property (the Listing Realtor and the Selling Realtor are the same company), it is the policy of the Company and its Brokers and Salespersons to represent both the Seller(s) and Buyer(s) as a Consensual Dual Agency. Please see the Consensual Dual Agency Agreement for further information.
  - B. When a real estate company assists you in writing your purchase agreement and the property is listed with the same company (the Listing Realtor and the Selling Realtor are the same company), it is the policy of the Company to represent both the Seller and Buyer as a Consensual Dual Agency. Please see the Consensual Dual Agency Agreement for further information.
  - C. Bergren Real Estate cooperates with other Brokerages with sellers consent.

### DUTIES OF A REAL ESTATE LICENSEE TO ALL PARTIES TO THE TRANSACTION

In providing brokerage services to all parties to a transaction, a licensee (the real estate company and its brokers and salespersons) shall do all of the following:

- a. Provide brokerage services to all parties to the transaction honestly and in good faith.
- b. Diligently exercise reasonable skill and care in providing brokerage services to all parties.
- c. Disclose to each party all material adverse facts that the licensee knows except for the following:
  1. Material adverse facts known by the party.
  2. Material adverse facts the party could discover through a reasonably diligent inspection, and which should be discovered by a reasonably prudent person under like or similar circumstances.
  3. Material adverse facts the disclosure of which is prohibited by law.
  4. Material adverse facts that are known to a person who conducts an inspection on behalf of the party.
- d. Account for all property coming into the possession of a licensee that belongs to any party within a reasonable time of receiving the property.

### DUTIES OF A REAL ESTATE LICENSEE TO A CLIENT

A client is a party to a transaction who has an agency agreement with a broker for brokerage services. A licensee providing brokerage services to a client shall do all of the following:

- a. Place the clients interests ahead of the interests of any other party, unless loyalty to a client violates the licensee's duties under the consensual dual agency provisions of the Iowa code or any other applicable law.
- b. Disclose to the client all information known by the licensee that is material to the transaction and that is not known by the client or could not be discovered by the client through a reasonably diligent inspection.
- c. Fulfill any obligation that is within the scope of this Agency Disclosure, except those obligations that are inconsistent with other duties that the licensee has under the Real Estate Brokers and Salespersons provisions of the Laws Code of or any law.
- d. Disclose to the client any financial interests the licensee or the brokerage has in any business entity to which the licensee or brokerage refers a client for any service or product related to the transaction.



**RESIDENTIAL PROPERTY SELLER DISCLOSURE STATEMENT**

Property Address: 600 South 6th Avenue Villisca, Iowa 50864

PURPOSE: Use this state to disclose information as required by Iowa Code chapter 558A. This law requires certain sellers of residential property that includes at least one no more than four dwelling units to disclose information about the property to be sold. The following disclosures are made by the seller(s) and not by any agent on behalf of the seller(s).

(INSTRUCTIONS TO SELLER(S): 1) Seller(s) must complete this statement. Complete all questions, or attach reports allowed by Iowa Code section 558A.4 (2). 2) Disclose all known conditions materially affecting this property. 3) If an item does not apply to this property, while (NA) not applicable. (4) You must provide information in good faith and make a reasonable effort to ascertain the required information. If the required information is unknown or is unavailable following a reasonable effort, use an approximation of the information and indicate by using (AP), or if the information is unknown, indicate using (UNK). 5) Additional pages may be attached to this form as needed. 6) Keep a copy of this statement with your other important papers.

1. Basement/Foundation: Any known water or other problems? Yes  No   
 If yes, explain crank space only unknown  
 Date of repairs/replacement: \_\_\_\_\_
2. Roof: Any known problems? Yes  No   
 Any known repairs? Replaced 2013? Yes  No   
 If yes to either, explain unknown  
 Date of repairs/replacement: \_\_\_\_\_
3. Well and Pump: Any known problems? Yes  No   
 Any known repairs? City Yes  No   
 If yes to either, explain \_\_\_\_\_  
 Date of repairs/replacement: \_\_\_\_\_  
 Any known water tests? No Yes  No   
 If yes, date of last report: \_\_\_\_\_  
 and results: \_\_\_\_\_
4. Septic Tanks/Drain Fields: Any known problems? Yes  No   
 If yes, explain City  
 Date of repairs/replacement: \_\_\_\_\_  
 Location of tank: City  
 Date tank last cleaned: City
5. Sewer System: Any known problems? Yes  No   
 Any known repairs? unknown Yes  No   
 If yes to either, explain \_\_\_\_\_  
 Date of repairs/replacement: \_\_\_\_\_
6. Heating System(s): Any known problems? Yes  No   
 Any known repairs? currently working unknown Yes  No   
 If yes to either, explain \_\_\_\_\_  
 Date of repairs/replacement: \_\_\_\_\_
7. Central Cooling System(s): Any known problems? Yes  No   
 Any known repairs? None Yes  No   
 If yes to either, explain \_\_\_\_\_  
 Date of repairs/replacement: \_\_\_\_\_
8. Plumbing System(s): Any known problems? Yes  No   
 Any known repairs? unknown Yes  No   
 If yes to either, explain \_\_\_\_\_  
 Date of repairs/replacement: \_\_\_\_\_
9. Electrical System(s): Any known problems? Yes  No   
 Any known repairs? unknown Yes  No   
 If yes to either, explain \_\_\_\_\_  
 Date of repairs/replacement: \_\_\_\_\_

Buyer's Initials \_\_\_\_\_ Seller's Initials KT

10. Pest infestation (e.g., termites, carpenter ants): Any known problems? Yes  No   
 If yes, date(s) of treatment: \_\_\_\_\_  
 Any known structural damage? Yes  No   
 If yes to either, explain unknown  
 \_\_\_\_\_ Date of repairs/replacement: \_\_\_\_\_
11. Asbestos: Any known to be present in the structure? Yes  No   
 If yes, explain unknown
12. Radon: Any known tests for the presence of radon gas? Yes  No   
 If yes, date of last report: \_\_\_\_\_  
 and results: no
13. Lead-Based Paint: Any known to be present in the structure? Yes  No   
 Was the dwelling constructed prior to January 1 1978? unknown Yes  No   
 If yes, complete "Disclosure of Information And Acknowledgement re "Lead-Based  
 Paint and/or Lead-Based Paint Hazards.
14. Flood Plain: Do you know if the property is located in a flood plain? Yes  No   
 If yes, what is the flood plain designation? unknown
15. Zoning: Do you know the zoning classification of the property? Yes  No   
 If yes, what is the zoning classification? Residential
16. Covenants: Is the property subject to restrictive covenants? Yes  No   
 If yes, attach a copy or state where a true, current copy of the covenants can be obtained:  
 \_\_\_\_\_
17. Shared or Co-Owned Features: Any features of the property known to be shared  
 in common with adjoining landowners, such as walls, fences, roads, and driveways  
 whose use or maintenance responsibility may have an effect on the property? city alley Yes  No   
 Any known "common areas" such as pools, tennis courts, walkways, or other  
 areas co-owned with others, or a Homeowner's Association which has any  
 authority over the property? Yes  No   
 If yes, explain \_\_\_\_\_
18. Physical Problems: Any known settling, flooding, drainage or grading problems unknown Yes  No   
 If yes, explain \_\_\_\_\_
19. Structural Damage: Any known structural damage? unknown Yes  No   
 If yes, explain \_\_\_\_\_

YOU MUST EXPLAIN ANY "YES" RESPONSE(S) ABOVE. USE THE BACK OF THIS STATEMENT OR ADDITIONAL SHEETS AS NECESSARY.

SELLER(S) DISCLOSURE STATEMENT IS NOT REQUIRED IN THE FOLLOWING INSTANCES: 1) Property contains no dwelling units or more than 4 dwelling units. 2) The transfer is made pursuant to court order. 3) The transfer is by mortgagor or mortgagee incident to a foreclosure or deed in lieu of foreclosure, or is incident to contract forfeiture. 4) A transfer from an estate, conservatorship, or trust. 5) A transfer between joint tenants or tenants in common. 6) A transfer to a spouse or a lineal descendent of the transferor. 7) A transfer between spouses as a result of dissolution of marriage or legal separation. 8) A transfer to or from a governmental body. 9) A transfer by quit claim deed. 10) A transfer by a power of attorney.

SELLER(S) DISCLOSURE: Seller(s) discloses the information regarding this property based on information known or reasonably available to the Seller(s). The Seller(s) has owned the property since Jan. 18, 2018. The Seller(s) certify that as of the date signed, this information is true and accurate to the best of my/our knowledge. Seller(s) acknowledge(s) requirement that Buyer(s) be provided with the "Iowa Radon Home-Buyers and Seller Fact Sheet" prepared by the Iowa Department of Public Health.

Seller Karen A. Taylor  
 Date Feb. 28, 2018

Seller Seller is executor of estate  
 Date Selling property as is, No guarantee

BUYER(S) ACKNOWLEDGEMENT: Buyer(s) acknowledges receipt of a copy of this Real Estate Disclosure Statement. This statement is not intended to be a warranty or to substitute for any inspection the buyer(s) may wish to obtain. Buyer(s) acknowledge(s) receipt of the "Iowa Radon Home-Buyers and Seller Fact Sheet" prepared by the Iowa Department of Public Health.

Buyer \_\_\_\_\_  
 Date \_\_\_\_\_

Buyer \_\_\_\_\_  
 Date \_\_\_\_\_

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

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 buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Seller's Disclosure**

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

(i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii)  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 (i) or (ii) below):

(i)  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).

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

**Purchaser's Acknowledgment (initial)**

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

(d)  Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i)  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

(ii)  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 (initial)**

(f)  Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d 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 they have provided is true and accurate.

<u>Karen A. Taylor</u> Seller	<u>2-28-2018</u> Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
<u>Sean Berg</u> Agent	<u>2-28-18</u> Date	_____ Agent	_____ Date

# Addendum to Purchase Agreement or Offer to Buy Real Estate & Acceptance

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 buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

<input checked="" type="checkbox"/> <i>Karen A. Taylor</i>	<input checked="" type="checkbox"/>
Seller	Buyer

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Seller	Buyer