

HOME FOR SALE



\$ 42,000

404 Rosebud Avenue, Gregory, SD

This 3-bedroom, 1-bath home is situated on a desirable corner lot and presents a fantastic opportunity for investors, builders, or buyers looking for a fixer-upper with incredible potential. While the home requires significant renovation, it offers the perfect canvas for a complete transformation or the chance to build a brand-new custom home. The spacious lot provides ample possibilities for redevelopment, making it an excellent investment. Conveniently located with easy access to Main Street shops, dining, and amenities. Sold as-is—bring your vision and unlock the possibilities!



**South Dakota Housing Development Authority
Addendum to the Purchase Agreement**

Property located at: 404 Rosebud Ave, Gregory, SD

No Warranties for Plumbing: The subject property may or may not have been winterized by SDHDA or its representatives. This is not a guarantee that plumbing deficiencies do not exist. It is Buyer's responsibility to have the water turned on and later turned off at Buyer(s)'s expense during the home inspection to verify that plumbing is functioning properly; \$250 of the earnest money will be retained by SDHDA for re-winterization if closing doesn't occur. Buyer(s) has the option of hiring a professional plumber to perform a pressure test and provide estimates for repair and add to a Buyer(s) escrow. NO repairs/alterations may be performed until after closing.

Pending Special Assessments are Buyer(s)'s Responsibility: Buyer(s) is encouraged to call the County Tax Assessor's office and determine if any special assessments are recorded for the subject property prior to going under contract. SDHDA makes no representation relative to any special assessments which are, or may be, filed against the property. Except for payment of installments on any special assessment that became due and payable during the time SDHDA held title to the property, SDHDA will not be responsible for payment of any special assessment, including but not limited to: Past due water, sewer and/or utility bills, snow removal, tree trimming and/or lawn mowing, debris and/or yard waste removal, curb and/or gutter.

Continued Mold Growth Will Not Be Removed: SDHDA properties are sold in "as-is" condition. If mold existed at the property when the purchase agreement was accepted, neither SDHDA nor any of its representatives will remove or treat the existing mold or subsequent growth. It is Buyer's responsibility to acquire bids for removal/treatment.

No Warranties: Inspections prior to bid acceptance are visual inspections only. If deficiencies are discovered that did not previously exist or were not previously disclosed, Buyer(s) may seek bids for repair, and add to a Buyer(s) escrow. Inspection results are information for Buyer(s) only and will not alter the terms of sale. The Buyer(s) hereby acknowledge that this is a foreclosed property, and waives the right to receive a property disclosure statement.

Early Occupancy/Possession Prior to Closing: If early occupancy and possession occurs without SDHDA's knowledge and/or written approval, and in the event the Purchase Agreement is not closed, the Buyer(s) understand that the earnest money will be retained by SDHDA. In the event the earnest money is not sufficient to cover damages or to complete the repairs to the subject property, SDHDA reserves the right to file suit in which SDHDA shall be entitled to recover, in addition to damages, the costs and expenses of the suit including its attorney fees.

Personal Property: Items of personal property, including but not limited to window coverings, appliances, manufactured homes, mobile homes, vehicles, spas, antennas, satellite dishes and garage door openers, now or hereafter located on the Property are not included in this sale or the purchase price unless the personal property is specifically described and referenced in the Purchase Agreement. Any personal property at or on the Property may be subject to claims by third parties and, therefore, may be removed from the Property prior to or after the Closing Date. The Seller makes no representation or warranty as to the condition of any Personal Property, title thereto, or whether any personal property is encumbered by any liens. The Purchaser assumes responsibility for any personal property remaining on the Property at the time of closing.

Property to be sold "As Is" with no warranties expressed or implied.

We understand and accept the above statement.

Buyer

Date

Buyer

Date



**South Dakota Housing Development Authority
Forfeiture of Earnest Money Policy**

Property located at: 404 Rosebud Ave, Gregory, SD

The failure by a Buyer(s) to close on the sale of property within the allowable time period, including any extensions granted by SDHDA, will result in the forfeiture of the earnest money deposit, except where special circumstances exist and are documented and accepted by SDHDA. It is the responsibility of the selling agent to extend any contract before expiration regardless if the delay is from the seller or buyer(s).

The buyer(s) will have 100% of the earnest money deposit under the following circumstances:

1. There has been a death in the immediate family (contract holder, spouse, or children living in the same household);
2. There has been a recent serious illness in the immediate family that has resulted in significant medical expenses or substantial loss of income, thus adversely affecting the purchaser's financial ability to close the sale;
3. There has been a loss of job by one of the primary breadwinners, or substantial loss of income through no fault of the buyer(s);
4. The buyer(s) was pre-approved for mortgage financing in an appropriate amount by a recognized mortgage lender and despite good faith efforts, is unable to obtain mortgage financing in a specified dollar amount sufficient to purchase the property.

Cancellation of Contract: The buyer(s) will forfeit 100% of the deposit in those instances where no documentation is submitted, where the documentation fails to provide an acceptable cause for the buyer(s)'s failure to close, or where documentation is not provided within a reasonable time following contract cancellation. The documentation must be received by SDHDA no later than close of business on the tenth calendar day from the date of the cancellation notice or by the contract expiration date whichever comes first.

Contracts that have expired without proper documentation and written cancellation are subject to forfeiture of earnest money deposit in full. Per SDCL 36-21A-81, if an accepted offer and agreement to purchase does not close, a broker may not disburse any funds held in trust, relative to such real estate transaction, except pursuant to a written instruction of all parties to the transaction or pursuant to a court order.

Buyer(s) acknowledges that they have been interviewed, completed a loan application and received a pre-qualification letter from an approved lender.

Buyer(s) understand and accept the above statement.

Buyer

Date

Buyer

Date

404 Rosebud Ave, Gregory, SD

Attached is the Listing Agreement to be executed for the above referenced owned real estate, together with the Agency Agreement Addendum, Relationships Disclosure, Lead-Based Paint Addendum, SDHDA Addendum to the Purchase Agreement, and Forfeiture of Earnest Money Policy. SDHDA is **selling this property in an "as is"** condition with no warranties and no personal property, and should be considered for cash only sales when possible. This listing is at the current appraised value of \$42,000 done within 60 days.

All offers should be submitted to First Interstate Bank and SDHDA with any recommendations. If at the expiration of the listing agreement there is not a pending closing; the Listing Agreement will be null and void and the property extended, or removed from the MLS with Robert Moyer of Shippy Realty and transferred to another agent of the seller's choice or proceed to auction with an auctioneer of the seller's choice.

PLEASE RETURN THE SIGNED LISTING AGREEMENT AND ATTACHMENTS BACK TO SDHDA FOR OUR SIGNATURE, A COPY WILL THEN BE SENT BACK TO YOU.

Thank you.

Julie Samueson, HERO State Coordinator
Homeownership Programs, South Dakota Housing Development Authority
PO Box 1237 :: 3060 East Elizabeth :: Pierre, SD 57501
Phone 605/773-3617
Julies@sdhda.org :: www.sdhda.org

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.

South Dakota Housing Development Authority

_____	_____	_____	_____
Purchaser	Date	Purchaser	Date
_____	_____	_____	_____
Agent	Date	Agent	Date