

## SELLER'S DISCLOSURE EXEMPTIONS STATEMENT

Property Address: 115 S. Oakley St. Saginaw 48602, Michigan  
Street City/Township/Village Zip

**APPLICABILITY OF SELLER'S DISCLOSURE REQUIREMENTS:** The seller's disclosure requirements apply to the transfer of any interest in real estate consisting of not less than 1 or more than 4 residential dwelling units, whether by sale, exchange, installment land contract, lease with an option to purchase, or ground lease coupled with proposed improvements by the purchaser or tenant, or a transfer of stock or an interest in a residential cooperative.

**SELLER'S DISCLOSURE REQUIREMENTS; EXCEPTIONS:** The seller's disclosure requirements do not apply to any of the following situations below. Sellers must initial the appropriate exception that applies to their situation and sign this form at the bottom. If exceptions a) through i) DO NOT apply to the Seller's property, then Seller must complete the Seller's Disclosure Statement to comply with the Michigan Seller Disclosure Act, Act 92 of 1993 (MCL565.953).

- ☒ ☐ a) Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in administration of an estate, transfers pursuant to a writ of execution, transfers by any foreclosure sale, transfers by a trustee in bankruptcy, transfers by eminent domain, and transfers resulting from a decree for specific performance.
- ☐ ☐ b) Transfers to a mortgagee by a mortgagor or successor in interest who is in default, or transfers to beneficiary of a deed of trust by a trustor or successor in interest who is in default.
- ☐ ☐ c) Transfers by a sale under a power of sale or any foreclosure sale under a decree of foreclosure after default in an obligation secured by a mortgage or deed of trust or secured by any other instrument containing a power of sale, or transfers by a mortgagee or a beneficiary under a deed of trust who has acquired the real property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or a sale pursuant to a decree of foreclosure or has acquired the real property by a deed in lieu of foreclosure.
- ☐ ☐ d) Transfers by a non-occupant fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust.
- ☐ ☐ e) Transfers from 1 co-tenant to 1 or more other co-tenants.
- ☐ ☐ f) Transfers made to a spouse, parent, grandparent, child, or grandchild.
- ☐ ☐ g) Transfers between spouses resulting from a judgment of divorce or a judgement of separate maintenance or from a property settlement agreement incidental to such a judgment.
- ☐ ☐ h) Transfers or exchanges to or from any governmental entity.
- ☐ ☐ i) Transfers made by a person licensed under article 24 of Act No. 299 of the Public Acts of 1980, being sections 339.2401 to 399.2412 of the Michigan Compiled Laws, of newly constructed residential property that has not been inhabited.

Seller certifies that the information in this statement is true and correct to the best of Seller's knowledge as of the date of Seller's signature.

Seller's Signature and Date: David I. Distel 2/4/2025

Seller's Printed Name: David I. Distel, principal of Receiver

Seller's Signature and Date: Distel Thiede Advisory Services, LLC d/b/a  
Amicus Management

Seller's Printed Name: \_\_\_\_\_

Buyer acknowledges receipt of a copy of this statement:

Buyer's Signature and Date: \_\_\_\_\_

Buyer's Signature and Date: \_\_\_\_\_

**Addendum to West Michigan Regional Purchase Agreement**  
**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**  
**If built in 1978 or later, complete SECTION #1. If built prior to 1978, complete SECTION #2.**

**SECTION #1:**

Seller represents and warrants that the listed property located at 115 S. Oakley St Saginaw MI was built in 1978 or later, and that therefore, the federally-mandated lead-based paint disclosure regulations do not apply to this property. 48602

Date: 2/4/2025

Seller: [Signature]

Date: \_\_\_\_\_

Seller: \_\_\_\_\_

**SECTION #2:**

**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.

I. Jd Seller's Disclosure concerning property located at 115 S. Oakley Street (initial):

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below): Saginaw MI

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): 48602

Jd ☒ 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 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.

Seller certifies that to the best of his/her knowledge, the Seller's statements above are true and accurate.

Date: 2/4/2025

Seller: [Signature]

Date: \_\_\_\_\_

Seller: \_\_\_\_\_

**II. Agent's Acknowledgment (initial):**

\_\_\_\_\_ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Agent certifies that to the best of his/her knowledge, the Agent's statement above is true and accurate.

Date: \_\_\_\_\_

Agent: \_\_\_\_\_

**III. Purchaser's Acknowledgment (initial):**

\_\_\_\_\_ (a) Purchaser has received copies of all information listed above.

\_\_\_\_\_ (b) Purchaser has received the federally approved pamphlet *Protect Your Family From Lead In Your Home*.

\_\_\_\_\_ (c) Purchaser has (check one below):

☐ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint 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.

Purchaser certifies to the best of his/her knowledge, the Purchaser's statements above are true and accurate.

Date: \_\_\_\_\_

Purchaser: \_\_\_\_\_

Date: \_\_\_\_\_

Purchaser: \_\_\_\_\_