

ADDENDUM TO CONTRACT OF SALE
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards Risk
Assessment or Inspection Contingency

This addendum is to be made a part of the agreement (Contract of Sale) dated _____, 2012, between Federal Home Loan Mortgage Corporation (Seller) and _____ (Purchaser), for the property located at 267 PAYNE HILL DRIVE CLAYTON GA 30525

IN THE EVENT ANY PROVISION OF THIS ADDENDUM CONFLICTS IN WHOLE OR IN PART WITH THE TERMS OF THE CONTRACT OF SALE, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL.

1. 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.

2. Seller's Disclosure The seller discloses the following (*check applicable boxes*):

(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).

MS (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).

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

3. Purchaser's Acknowledgement. Purchaser acknowledges the following - **Purchaser must initial all three spaces:**

_____ Purchaser has received copies of all information listed above.

_____ Purchaser has received the pamphlet *Protect Your Family from Lead In Your Home*.

_____ 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, as stated in Section 5 on the following page;
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.

4. 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.
Agent's Acknowledgement (initial): _____ Listing Broker

5. **Risk Assessment or Inspection Contingency** The Contract of Sale is contingent upon a risk assessment or inspection by the Purchaser of the property for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense until 9:00p.m. on the tenth (10th) calendar day after the date of the Contract Sale. (Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet *Protect Your Family From Lead in Your Home* for more information). The Purchaser is not obligated under the Contract of Sale to purchase the property until the above 10-day deadline has expired.
THIS CONTINGENCY WILL TERMINATE AT THE ABOVE 10-DAY DEADLINE UNLESS THE PURCHASER (OR PURCHASER'S AGENT) DELIVERS TO THE SELLER (OR SELLER'S AGENT) A WRITTEN CONTRACT ADDENDUM LISTING THE SPECIFIC EXISTING DEFICIENCIES AND CORRECTIONS NEEDED, TOGETHER WITH A COPY OF THE INSPECTION AND/OR RISK ASSESSMENT REPORT. The Seller may, at the Seller's option, within five (5) calendar days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Purchaser with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not notify the Purchaser of the Seller's election to correct the condition within such 5-day period, the Seller is deemed to have elected to not correct the condition. If the Seller does not elect to make the corrections, or if the Seller makes a counter-offer, the Purchaser shall have three (3) calendar days to respond to the counter-offer or remove this contingency and take the property in "as is" condition or this Contract of Sale shall become void. The Purchaser may remove this contingency at any time without cause.

6. **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.
THE UNDERSIGNED APPROVE AND ACCEPT THIS ADDENDUM AND ACKNOWLEDGE THIS ADDENDUM TO BE A PART OF THE CONTRACT OF SALE.

OWNER(S):

BY: Mallane Scott
, VRM Sales Specialist for HomeSteps, a Freddie Mac Unit

PRINT NAME: Mallane Scott

DATE: 1/13/2012

PURCHASER(s): **Sign legal name as shown on contract:**

BY: _____

PRINT NAME: _____

DATE: _____

BY: _____

PRINT NAME: _____

DATE: _____

(Both Real Estate Agents must sign)

LISTING REAL ESTATE AGENT:

BY: _____

DATE: _____

SELLING REAL ESTATE AGENT

BY: _____

DATE: _____



Lead-Based Paint Addendum Compliance Checklist

This checklist must be filled out and attached with each Lead-Base Paint Addendum to ensure all requirements of the form are completed and sent to the Closing Agent to avoid any closing delays:

- Signed form provided by HomeSteps Sales Specialist at time of asset listing; if you don't receive it, please ask for it - no other form will be accepted.
- Lead-Based addendum form has not been altered
- Complete legal name of Seller and Purchaser as indicated on the Contract of Sale
- Property Address, City, State and Zip code on form
- Section 2 - Seller Disclosure
 - ↔ Initialed by HomeSteps Sales Specialist in section A and section B
 - ↔ Appropriate check boxes selected concerning lead-based paint disclosure
- Section 3 - Purchaser's Acknowledgement
 - ↔ Purchaser has acknowledged and initialed all 3 line items
 - ↔ Purchaser has acknowledged and checked third paragraph concerning risk assessment or inspection
- Section 4 - Real Estate Agent's Acknowledgement
 - ↔ Real Estate Listing agent has initial agent's acknowledgement
- Section 5 - Risk Assessment or Inspection Contingency
 - ↔ Read thoroughly - Freddie Mac clause
- Section 6 Certification of Accuracy
 - ↔ HomeSteps - Sales Specialist signature
 - ↔ HomeSteps - Sales Specialist Date provided
 - ↔ All purchasers on real estate contract have signed addendum
 - ↔ Purchasers signed legal name as shown on contract
 - ↔ Complete printed name Section for Purchasers on addendum
 - ↔ Purchasers have dated addendum
 - ↔ Listing agent signed and dated addendum
- Addendum is complete and legible
- Both pages of addendum have been sent to Closing Agent
- Kept a copy for my property file

FILED & RECORDED
DATE: 8/15/2006
TIME: 2:00 PM
BOOK: 030
PAGE: 38-39
TRANSFER TAX: 180.00
Holly E Henry-Perry, Clerk
Rabun County, GA

File #: 06-752
Return to:
J. David Smith, LLC
Attorney at Law
17 Chechero Street
Clayton, Georgia 30525
(706) 782-4285

WARRANTY DEED

STATE OF GEORGIA COUNTY OF RABUN

This Indenture made this 15th day of August, 2006 between Dino R Muzzin and Doreen M Muzzin, of the County of Rabun, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Ronald R Arden, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S (\$10.00) Dollars** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Land Lot 36 of the Second Land District of Rabun County, Georgia, being designated as Lot #5 of Skyline Acres, containing .59 acre as more fully described on that certain plat of survey prepared by William F. Rolader, Georgia Registered Land Surveyor No.2042 dated July 14, 2006, which is recorded in the office of the Clerk of Rabun Superior Court in Plat Book 57, Page 194. Reference is had and made to said plat and record of the same for a full and complete description of the property herein described.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.