

Single Family Residential



ML# **204101** Area: **31/SYRACUSE** Status: **A** LP\$ **147,500.00**
 Subd: **University** XStr: **Andover** ZP: **13210** LstTyp: **ER**
 Cnty: **Onondaga** Vige: **N** Map: **38D** SF+/- **1452**
 TaxID: **055-03-19.0** Sch: **631/SYRACUSE** #I: **10**
 Elem: **ESMITH** LotSize+/- **50X141** AC+/- Yr+/- **1925**

262 Kensington Pl

GENERAL INFORMATION					Floor	FM	Bd	FB	HB	
Type:	EXISTING	#Bedrms: 3	#F/HBths: 1/1	#Stor: 2	#Rms: 9	Basmnt:	0	0	0	0
Style:	BUNGLOW/COLON	Constr:	CEDAR/SHAKE			Middle:	0	0	0	0
Garage:	2.0/DETACH	Drive:	BLCKTOP			1st:	1	0	0	1
Basemnt:	FULL	Attic:	CRAWLSP			2nd:	1	3	1	0
Floors:	HRDWDSM					3rd:				
Lot Inf:	CORNER/NEARBUS	Wtr Rt-of-Way:		WtrFr:	N	WtrFrage:				
Dining:	BRKROOM/EAT-IN/FORMAL					Bldr/Mdl:				Lake:
Virtual Tour:										

Public-Remarks: **From the commanding front porch to the 2 charming dens, this 3 bed, 1.5 bath bungalow with preserved natural woodwork, refinished hardwood floors and spacious corner lot offers not only flexibility of space, updated baths, furnace & hotwater heater but also proximity to wonderful Barry Park and all things Syracuse University. UNPA grants and SU Guaranteed Mortgage Program available for qualified buyers. 1/09 home inspection also available upon request. New hotwater heater installed by closing.**

Dir: **Meadowbrook to Kensington Pl. or Broad to corner of Kensington Pl. and Andover.**

INTERIOR AND EXTERIOR FEATURES

Add Rooms: **Foyer/Entry Hall/Living Room/Office/Den/Study/Basement Laundry/Open Porch/Workshop**

Inter Feat: **220 Electric/Window Blinds - Some/Circuit Breakers - Some/Copper Plumbing - Some/Curtain Rods - Some/Natural Woodwork - Some/Smoke Detector**

KitchAppl: **Refrigerator/Range Hood/Exhaust Fan/Oven/Range Free Standing/Gas Cook Top/Dishwasher/Washer/Dryer**

Exter Feat: **Cable Available/Partially Fenced Yard**

Handicap:

#Firepl: **1/Woodburning Fireplace**

Amenities:

UTILITIES INFORMATION

HVAC Type: **Forced Air**

Heat Fuel: **Gas**

Sewer: **Sanitary Sewer Connected**

WtrHeat: **Gas Hot Water Tank**

Water: **Public Water Connected**

FINANCIAL INFORMATION

HOA? **N** HOA:

Total Taxes: **\$4105**

PENDING & COMP INFORMATION

ContgcyDate: PendingDate: SoldAtAuction: ContractDate:

OrigListPrice: **\$147,500.00** Sale Price: DOM: Date Closed:

SellerPdPts: Term:

INFORMATION CONFIDENTIAL, PROPERTY OF MLS, DEEMED RELIABLE BUT NOT GUARANTEED

Property Condition Disclosure Statement

Name of seller or sellers: Terry + Katie Morris
Property address: 262 Kensington Place, Syracuse, NY 13210

The Property Condition Disclosure Act requires the seller of residential real property to cause this disclosure statement or a copy thereof to be delivered to a buyer or buyer's agent prior to the signing by the buyer of a binding contract of sale.

Purpose of Statement:

This is a statement of certain conditions and information concerning the property known to the seller. This disclosure statement is not a warranty of any kind by the seller or by any agent representing the seller in this transaction. It is not a substitute for any inspections or tests and the buyer is encouraged to obtain his or her own independent professional inspections and environmental tests and also is encouraged to check public records pertaining to the property.

A KNOWINGLY FALSE OR INCOMPLETE STATEMENT BY THE SELLER ON THIS FORM MAY SUBJECT THE SELLER TO CLAIMS BY THE BUYER PRIOR TO OR AFTER THE TRANSFER OF TITLE. IN THE EVENT A SELLER FAILS TO PERFORM THE DUTY PRESCRIBED IN THIS ARTICLE TO DELIVER A DISCLOSURE STATEMENT PRIOR TO THE SIGNING BY THE BUYER OF A BINDING CONTRACT OF SALE, THE BUYER SHALL RECEIVE UPON THE TRANSFER OF TITLE A CREDIT OF FIVE HUNDRED DOLLARS AGAINST THE AGREED UPON PURCHASE PRICE OF THE RESIDENTIAL REAL PROPERTY.

"Residential real property" means real property improved by a one to four family dwelling used or occupied, or intended to be used or occupied, wholly or partly, as the home or residence of one or more persons, but shall not refer to (a) unimproved real property upon which such dwellings are to be constructed or (b) condominium units or cooperative apartments or (c) property on a homeowners' association that is not owned in fee simple by the seller.

Instructions to the seller:

- Answer all questions based upon your actual knowledge.
- Attach additional pages with your signature if additional space is required.
- Complete this form yourself.
- If some items do not apply to your property, check "NA" (non-applicable). If you do not know the answer check "UNKN" (unknown).

Seller's Statement:

The seller makes the following representations to the buyer based upon the seller's actual knowledge at the time of signing this document. The seller authorizes his or her agent, if any, to provide a copy of this statement to a prospective buyer of the residential real property. The following are representations made by the seller and are not the representations of the seller's agent.

General Information

- How long have you owned the property? 4 1/2 years
- How long have you occupied the property? 4 1/2 years
- What is the age of the structure or structures? 84 years
Note to buyer- If the structure was built before 1978 you are encouraged to investigate for the presence of lead based paint.
- Does anybody other than yourself have a lease, easement or any other right to use or occupy any part of your property other than those stated in documents available in the public record, such as rights to use a road or path or cut trees or crops? Yes UNKN NA
- Does anybody else claim to own any part of your property? Yes UNKN NA (if yes, explain below)

6. Has anyone denied you access to the property or made a formal legal claim challenging your title to the property? Yes UNKN NA (if yes, explain below)
7. Are there any features of the property shared in common with adjoining land owners or a homeowners association, such as walls, fences or driveways? Yes UNKN NA (if yes describe below)
8. Are there any electric or gas utility surcharges for line extensions, special assessments or homeowner or other association fees that apply to the property? Yes UNKN NA (if yes, explain below)
9. Are there certificates of occupancy related to the property? Yes UNKN NA (if no, explain below)

Environmental

Note to Seller - In this section, you will be asked questions regarding petroleum products and hazardous or toxic substances that you know to have been spilled, leaked or otherwise been released on the property or from the property onto any other property. Petroleum products may include, but are not limited to, gasoline, diesel fuel, home heating fuel, and lubricants. Hazardous or toxic substances are products that could pose short- or long-term danger to personal health or the environment if they are not properly disposed of, applied or stored. These include, but are not limited to, fertilizers, pesticides and insecticides, paint including paint thinner, varnish remover and wood preservatives, treated wood, construction materials such as asphalt and roofing materials, antifreeze and other automotive products, batteries, cleaning solvents including septic tank cleaners, household cleaners and pool chemicals and products containing mercury and lead.

Note to Buyer - If contamination of this property from petroleum products and/or hazardous or toxic substances is a concern to you, you are urged to consider soil and groundwater testing of this property.

10. Is any or all of the property located in a designated floodplain? Yes UNKN NA (if yes, explain below)
11. Is any or all of the property located in a designated wetland? Yes UNKN NA (if yes, explain below)
12. Is the property located in an agricultural district? Yes UNKN NA (if yes, explain below)
13. Was the property ever the site of a landfill? Yes UNKN NA (if yes, explain below)
14. Are there or have there ever been fuel storage tanks above or below the ground on the property? Yes UNKN NA
 If yes, are they currently in use? Yes No UNKN NA Location(s) _____
 Are they leaking or have they ever leaked? Yes No UNKN NA (if yes, explain below)
15. Is there asbestos in the structure? Yes UNKN NA (if yes, state location or locations below)
16. Is lead plumbing present? Yes UNKN NA (if yes, state location or locations below)
17. Has a radon test been done? Yes No UNKN NA (if yes, attach a copy of the report) ± 1.0
18. Has motor fuel, motor oil, home heating fuel, lubricating oil or any other petroleum product, methane gas, or any hazardous or toxic substance spilled, leaked or otherwise been released on the property or from the property onto any other property? Yes UNKN NA (if yes, describe below)
19. Has the property been tested for the presence of motor fuel, motor oil, home heating fuel, lubricating oil, or any other petroleum product, methane gas, or any hazardous or toxic substance? Yes UNKN NA (if yes, attach report(s))

Structural

20. Is there any rot or water damage to the structure or structures? Yes UNKN NA (if yes, explain below)
21. Is there any fire or smoke damage to the structure or structures? Yes UNKN NA (if yes, explain below)
22. Is there any termite, insect, rodent or pest infestation or damage? Yes UNKN NA (if yes, explain below)

23. Has the property been tested for termite, insect, rodent or pest infestation or damage?
 Yes No UNKN NA (if yes, please attach report(s))
24. What is the type of roof/roof covering (slate, asphalt, other.)? Shingle
 Any known material defects? no
 How old is the roof? 1 year
 Is there a transferable warrantee on the roof in effect now? Yes No UNKN NA (if yes, explain below)
25. Are there any known material defects in any of the following structural systems: footings, beams, girders, lintels, columns or partitions. Yes No UNKN NA (if yes, explain below)

Mechanical Systems & Services

26. What is the water source (circle all that apply - well, private, municipal, other)? If municipal, is it metered?
 No UNKN NA
27. Has the water quality and/or flow rate been tested? Yes No UNKN NA (if yes, describe below)
28. What is the type of sewage system (circle all that apply - public sewer, private sewer, septic or cesspool)?
 If septic or cesspool, age? _____
 Date last pumped? _____
 Frequency of pumping? _____
 Any known material defects? Yes No UNKN NA (if yes, explain below)
29. Who is your electric service provider? National Grid
 What is the amperage? 100
 Does it have circuit breakers or fuses? circuit breakers
 Private or public poles? Public
 Any known material defects? Yes No UNKN NA (if yes, explain below)
30. Are there any flooding, drainage or grading problems that resulted in standing water on any portion of the property? Yes No UNKN NA (if yes, state locations and explain below)
31. Does the basement have seepage that results in standing water? Yes No UNKN NA (if yes, explain below)

Are there any known material defects in any of the following (if yes, explain below. Use additional sheets if necessary):

- | | |
|--|---|
| 32. Plumbing system? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 33. Security system? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 34. Carbon monoxide detector? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 35. Smoke detector? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 36. Fire sprinkler system? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 37. Sump pump? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 38. Foundation/slab? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 39. Interior walls/ceilings? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 40. Exterior walls or siding? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 41. Floors? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 42. Chimney/fireplace or stove? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 43. Patio/deck? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 44. Driveway? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 45. Air conditioner? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 46. Heating system? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 47. Hot water heater? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 48. The property is located in the following school district | <u>Syracuse City Schools</u> UNKN |

Note: Buyer is encouraged to check public records concerning the property (e.g. tax records and wetland and flood plain maps)

The seller should use this area to further explain any item above. If necessary, attach additional pages and indicate here the number of additional pages attached.

January 2009 Home Inspection
available upon request.

Seller's Certification:

SELLER CERTIFIES THAT THE INFORMATION IN THIS PROPERTY CONDITION DISCLOSURE STATEMENT IS TRUE AND COMPLETE TO THE SELLER'S ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE SELLER. IF A SELLER OF RESIDENTIAL REAL PROPERTY ACQUIRES KNOWLEDGE WHICH RENDERS MATERIALLY INACCURATE A PROPERTY CONDITION DISCLOSURE STATEMENT PROVIDED PREVIOUSLY, THE SELLER SHALL DELIVER A REVISED PROPERTY CONDITION DISCLOSURE STATEMENT TO THE BUYER AS SOON AS PRACTICABLE. IN NO EVENT, HOWEVER, SHALL A SELLER BE REQUIRED TO PROVIDE A REVISED PROPERTY CONDITION DISCLOSURE STATEMENT AFTER THE TRANSFER OF TITLE FROM THE SELLER TO THE BUYER OR OCCUPANCY BY THE BUYER, WHICHEVER IS EARLIER.

Seller [Signature] date 1/21/09

Seller [Signature] date 01/21/09

Buyer's Acknowledgment:

Buyer acknowledges receipt of a copy of this statement and buyer understands that this information is a statement of certain conditions and information concerning the property known to the seller. It is not a warranty of any kind by the seller or seller's agent and is not a substitute for any home, pest, radon or other inspections or testing of the property or inspection of the public records.

Buyer _____ date _____

Buyer _____ date _____

PROPERTY INFORMATION:

Regarding property at: 262 Kensington Pl.

The following information is provided to the best of the Seller's knowledge.

Is the property or structure on a local, state or national historical register or listed on an eligibility list: Yes No

Property Tax Exemption: Yes No Basic Star _____ Veterans _____ Other _____

HOA/Condo Fee: Y/N Amount: \$ _____ Due: Monthly Qtrly Semi-Annual Yearly Other

Special Assessments or Other Fees: Y/N Amount: \$ _____ Due: Monthly Qtrly Semi-Annual Yearly Other

Explain: _____

Age of Hot Water Heater: To Be replaced by closing Capacity of Gallons: _____

Age of Furnace or Boiler: 2005 Age of Air Conditioning Unit: _____

Annual Bill for Fuel/Oil or Propane: See attached

Average Monthly Utilities: Gas _____ Electric _____ Total: _____

Major Improvements within the last five (5) years:

new paint throughout -
new upstairs toilet & bath fixtures - 2005
new backsteps from house & to garage - 2008
new gutters - 2008
new external paint in house & garage
new furnace - 2005, new water heater - 2009
new blinds throughout - 2005

I agree to furnish a copy of:

- | | Yes | No |
|--|--------------------------|--------------------------|
| 1. My deed and existing survey, if available, upon acceptance of contract for the buyer's use. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Restrictive covenants or deed restrictions of record, if applicable. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Condominium Bylaws, Rules, etc., if applicable. | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Homeowner's Association Bylaws, Rules, etc., if applicable. | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Utility bills upon request. | <input type="checkbox"/> | <input type="checkbox"/> |

WE MAKE NO REPRESENTATIONS OR WARRANTIES EITHER EXPRESSED OR IMPLIED AS TO THE CONDITION OF THE PROPERTY. POTENTIAL BUYERS ARE URGED TO CAREFULLY INSPECT THE PROPERTY AND/OR ORDER A HOME INSPECTION AND/OR OTHER DESIRED TESTS AT BUYER'S EXPENSE WHICH MAY ADDRESS CONDITIONS OR CIRCUMSTANCES OF LOCAL AND NATIONAL CONCERN SUCH AS, BUT NOT LIMITED TO, (1) FORMALDEHYDE-EMITTING SUBSTANCES, INCLUDING UREA FORMALDEHYDE FORM INSULATION (2) RADON GAS (3) ALUMINUM WIRING (4) HAZARDOUS OR TOXIC SUBSTANCES (5) ASBESTOS-CONTAINING MATERIALS (6) LEADED PAINT (7) PRESENCE OF PESTICIDE RESIDUE (8) TOXIC MOLD.

Seller [Signature] Date 01/21/09

Seller Kathryn E Crown Date 01/21/09

I have read this Property Information Form and have received a copy of it. I acknowledge that this statement is not a representation or warranty of any kind by Seller or any agent of the Seller and is not a substitute for a home inspection or other tests that are available to me to assess the physical condition of the property.

Buyer _____ Date _____

Buyer _____ Date _____

12/20/06



**CONTINGENCY ADDENDUM AND DISCLOSURE OF
INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED
PAINT HAZARDS FOR TARGET HOUSING SALES**

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.

Property Address:

262 Kensington Pl
 Street Address _____ Unit _____
 Syracuse NY 13210
 City State Zip

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):

TVM (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 purchase (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).

TVM (ii) Seller has no reports 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) If this line is checked and by signatures of purchasers and sellers below, purchasers will receive a 10 day opportunity, beginning at 12:01 a.m. on the date of the execution of the purchase and sale agreement by all parties, to conduct a risk assessment or inspection, at purchasers expense, for the presence of lead-based paint and/or lead-based paint hazards. If lead based paint hazards are found by a qualified inspector and written notice to terminate the contract is not given by the purchasers to the sellers by 11:59 p.m. of the 10th day of the inspection period, then this contract is binding and enforceable.
 (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)


- (e) *ph* 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.

Buyer _____	Date _____	<i>[Signature]</i>	1/21/09
		Seller	Date
Buyer _____	Date _____	<i>[Signature]</i>	1/21/09
		Seller	Date
Agent _____	Date _____	<i>[Signature]</i>	1/21/09
		Agent	Date

This form has been prepared for the sole use of the Central New York Information Service, Inc. and its members. The Central New York Information Service, Inc., its members and employees, assume no responsibility if this form fails to protect the interests of any party. Each party should secure its own legal, tax, financial or other advice.
 Rev. 01/01

This contract was prepared by FEI LIN HUANG using the INSTANET FORMS internet contract management service. 

ADDITIONAL LISTING INFORMATION
FOR PROPERTY LOCATED AT:

262 Kensington Pl

As owner of the property referenced above, I give permission for videos to be taken of the exterior and interior of my property. I also give permission for these images to be used for marketing purposes on the internet.

I also state that there is ___ or will be at time of closing x a working carbon monoxide detector located within my property.

To the best of my knowledge children residing at my property attend the following schools:

District: Syracuse City Schools

Elementary: Ed Smith

Middle: Ed Smith / Levy

High School: Nottingham

Signed Kathryn C Morris

both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation.

agent works under the supervision of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation.

DUAL AGENT WITH DESIGNATED SALES AGENTS

If the buyer and the seller provide their informed consent in writing, the principals or the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller to negotiate the purchase and sale of real estate. A sales

This form was provided to me by Peilin Huang (print name of licensee) of KW Syracuse (print name of company, firm or brokerage),

a licensed real estate broker acting in the interest of the

- Seller as a (check relationship below)
 - Seller's agent
 - Broker's agent
- Buyer as a (check relationship below)
 - Buyer's agent
 - Broker's agent
- Dual agent
- Dual agent with designated sales agents

If dual agent with designated sales agents is checked:

_____ is appointed to represent the buyer; and
_____ is appointed to represent the seller in this transaction.

(I)(We) _____

acknowledge receipt of a copy of this disclosure form:

Signature of [] Buyer(s) and/or Seller(s):

[Signature]
Kathleen E. Quaise

Date: 1/21/09 Date: _____

NEW YORK STATE DISCLOSURE FORM FOR BUYERS AND SELLERS
THIS IS NOT A CONTRACT

New York state law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales associates.

Throughout the transaction you may receive more than one disclosure form. The law requires each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.

If you need legal, tax or other advice, consult with a professional in that field.

DISCLOSURE REGARDING REAL ESTATE
AGENCY RELATIONSHIPS

SELLER'S AGENT

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

BUYER'S AGENT

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interests. The buyer's agent does this by negotiating the purchase of a

home at a price and on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interests of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not inconsistent with the agent's fiduciary duties to the buyer.

BROKER'S AGENT

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller can not provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

DUAL AGENT

A real estate broker may represent both the buyer and the seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to



ESCROW

All parties acknowledge that it may take up to seven (7) business days for the Ernest money funds to clear the bank. In the event the contract is cancelled the funds will be disbursed as soon as they are available from our HSBC Escrow account. In accordance with Section 778 of the General Business Law of the State of New York, we are required to advise you that should Keller Williams Syracuse be the escrow agent in the attached Contract to Purchase or Lease, the down payment will be deposited in the escrow agent's bank account maintained at HSBC during the term of the escrow.

FRANCHISE DISCLOSURE ADDENDUM

Broker and owner Natri Real Estate LLC is an independent franchise of the Keller Williams Realty System. Each office is independently owned and operated.

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

This is to notify you that Keller Williams Syracuse has an affiliation with Countrywide Home Loans who provides us with financial benefits.

EQUAL OPPORTUNITY POLICY STATEMENT

Natri Real Estate LLC dba Keller Williams Syracuse is a member of the Multiple Listing Service, which covers the Greater Syracuse area and some surrounding counties. Our agents can show you any homes you wish to see, regardless of location.

It is the policy of Keller Williams Syracuse to comply with local, New York State, and Federal fair housing laws. These laws require that the type of service provided to a home seeker shall not be influenced by the home seeker's race, color, religion, sex, handicap, familial status, or national origin - or such other classes as may be determined by law to be protected classes (collectively referred to as "protected classes"). Our agents are not authorized to discuss with any customer or client the composition of any neighborhood or area based upon protected classes listed. Neighborhood information may usually be secured from local schools, police departments, government offices, or from residents of the area. Further, our agents are not permitted to select houses or other property for prospective buyers on the basis of the neighborhood composition of protected classes.

If at any time in your relationship with this form, you believe that you may not have received equal service because of your protected class, we strongly encourage you to notify either the manager of the branch office through which you are seeking assistance, or the Principal Broker of this company. We do not expect there will be any problems, but we would like the opportunity to correct any problems that you feel may exist.

COMMISSION PAYMENT AUTHORIZATION

New York State Real Property Law considers the real estate commission due at the time of the meeting of the minds, which would be at the time a Purchase Offer or Lease is accepted. However, most real estate companies, including Keller Williams Syracuse, defer the actual collection of this earned commission until the closing of the sale or lease execution. In consideration of this deferred commission collection we request your authorization for collection of the commission at the closing or lease execution from the proceeds or a certified check.

To: Attorney, Closing Agent or Lender's Attorney:

I (we) hereby authorize and request that the real estate commission for the sale/lease/exchange of the above property, or any portion thereof outstanding, be disbursed from the proceeds of the sale/lease/exchange at the time of closing or lease execution as billed to Keller Williams Syracuse, which will indicate direct payment to the applicable real estate companies involved. In the event the proceeds are insufficient, the balance shall be paid by a certified check drawn on or official check issued by any bank, credit union (provided such check is drawn on a New York State bank) or savings and loan association having a banking office in the State of New York.

CERTIFICATION

I have read and understood the information in the "Franchise Disclosure Addendum" and the "Equal Opportunity Policy Statement".

SELLER NAME(S)
Kath E. Chase
SIGNATURE OF PROSPECTIVE SELLER Buyer

BUYER NAME(S)
John M.
SIGNATURE OF PROSPECTIVE BUYER Seller

SIGNATURE OF PROSPECTIVE SELLER Buyer

SIGNATURE OF PROSPECTIVE BUYER

I certify that I have provided the Prospective Buyer(s)/Seller(s) named above with a copy of the "Franchise Addendum" and "Equal Opportunity Policy Statement".

Signature of Sales Associate: Pei Bin Huang
Broker/Manager: John S. Natri Phone: 315-701-6900

Company Name: Natri Real Estate LLC dba Keller Williams Syracuse

Date of Signatures: 1/21/09

Why We Love 262 Kensington Pl.

262 Kensington Place has been home to us for 5 years. This house has easily accommodated our transition from working couple with 2 offices to family of 4 with 3 bedrooms and a playroom. We enjoy immediate access to the Syracuse University area where we sip Starbucks, a stroller ride (or dog walk) away from bustling Barry Park, and a host of friendly neighbors we get together with all the time.

Originally designed by Dewitt, the house is nestled on a rise giving way to an expansive, private front porch to laze away summer days. In winter, an imposing fireplace creates a warm, cozy backdrop to quiet nights at home.

Newly refinished hardwood floors throughout, original woodwork preserved, and an oversize bath complete this picture perfect house.



KENSINGTON PLACE

**HENRY L. ROWLAND &
EURETTA JANE ROWLAND**
(REPUTED OWNERS)
BOOK 218 OF DEEDS, PAGE 98

**LOT 44
KENSINGTON
PARK
MAP No. 1928**

**ROBERT COMENGA &
JANE COMENGA**
(REPUTED OWNERS)
BOOK 2225 OF DEEDS, PAGE 338

**SURVEY OF LANDS OF
JUSTINE SPRING GARVEY**
(REPUTED OWNER)

BOOK 2742 OF DEEDS, PAGE 181
CERTIFIED TO: ONONDAGA SAVINGS BANK, its successors and/or assigns
EMPIRE LAND TITLE CORP. &
MACKENZIE SMITH LEWIS MICHELL & HUGHES

THIS SURVEY BASED IN PART ON A SURVEY BY RICHARD H. ZOGG DATED 8/25/79

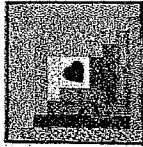
SURVEY ORDER NO. 089-41	SCALE: 1" = 30'	TO:	NOT VALID 0 8 9 0 1 3 UNLESS SEALED
	DATE: 11-6-89	I HEREBY CERTIFY THAT THIS MAP IS AN ACCURATE DELINEATION OF AN ACTUAL SURVEY MADE UNDER MY RESPONSIBLE SUPERVISION AND DIRECTION, SUBJECT TO ANY STATE OF FACTS AN ACCURATE AND UP-TO-DATE ABSTRACT OF TITLE MAY SHOW. UNAUTHORIZED ADDITION OR ALTERATION TO A SURVEY MAP BEARING A SEAL OF A LICENSED LAND SURVEYOR IS A VIOLATION OF SECTION 7209, SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW. UNDERGROUND UTILITIES, IF ANY, ARE NOT SHOWN.	
	PART OF LOT: 79		
	CITY OF: SYRACUSE		
	COUNTY OF: ONONDAGA		
	TAX NO. 13-203-44		
FIELD BK. L.L. PG.	BY: <i>[Signature]</i> P.L.S. 4910		

DENKENBERGER & ASSOC.

800/800

01/22/2008 09:55 FAX 3154227400

RD #2
TULLY, NY 13155
(207) 842-6767



Ardent Home Inspections, LLC
1558 Westmoreland Ave.
Syracuse, NY 13210
(315) 481-4237
NYS License # 16000007476
ELAP # 11882

RADON TEST REPORT # 090119A
Date: 1/21/09

TEST EQUIPMENT

SUN NUCLEAR 1027 SERIAL # 49979058

CLIENT & HOME ADDRESS
Terry Morris

PROPERTY TEST ADDRESS
262 Kensington Place
Syracuse, NY 13210

TEST START DATE
1/19/2009

TEST STOP DATE
1/21/2009

TEST START TIME
11:51:00 AM

TEST STOP TIME
11:51:00 AM

RADON UNIT LOCATION

Unit was placed in the unfinished Basement

TEST RESULTS

➔ 1.1pCi/l +/- 8.7% which = 0.09pCi/l

Radon Levels are **BELOW** EPA maximum of 4.0 pCi/L.

The professional radon monitor indicated above was used to provide your test results and data, and is US Environmental Protection Agency (EPA) evaluated and accepted. It is classified as a continuous radon monitor. In most cases, battery back-up is provided in case of power outage. The monitor detects if tampering has occurred. Readings are unaffected by radio frequency interference (RFI), normal temperature &/or humidity variations. The monitor detects Alpha particle emission from radon/radon progeny. Normal sensitivity is one alpha decay per hour pCi/L @4pCi/L. The EPA test method used is: EPA 402-R-92-004 and 402-R-92-003.

LIMITATION OF LIABILITY: While we maintain the highest possible quality control and include several checks in our procedures, we make **NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED** for the consequences of false test results. The results relate to the sample as received by the laboratory. Before you take any action based on test results reported, **WE RECOMMEND THAT FURTHER MEASUREMENTS BE MADE.** Neither Ardent Home Inspections, LLC, nor any of its employees or agents shall be liable under any claim, charge or demand, whether in contract, tort or otherwise, for any and all loss, charge, claim, demand, fee, expense or damage of any nature or kind arising out of, connected with, resulting from or sustained because of any radon test requested.

Annie-Laurie Hunter

Date

Continuous Radon Monitor

Model Number: 1028
Calibration Date: 06/07/2008
Monitor Time: 1/21/2009 14:14

Serial Number: 49979058
CF: 2.83

Inspector Information

Annie-Laurie Hunter
Ardent Home Inspections, LLC
1558 Westmoreland Ave
Syracuse
NY-13210
Phone Number: 315-481-4237
License Number: ELAP #1188

Customer Information

Terry Morris
262 Kensington Place
Syracuse
NY-13210

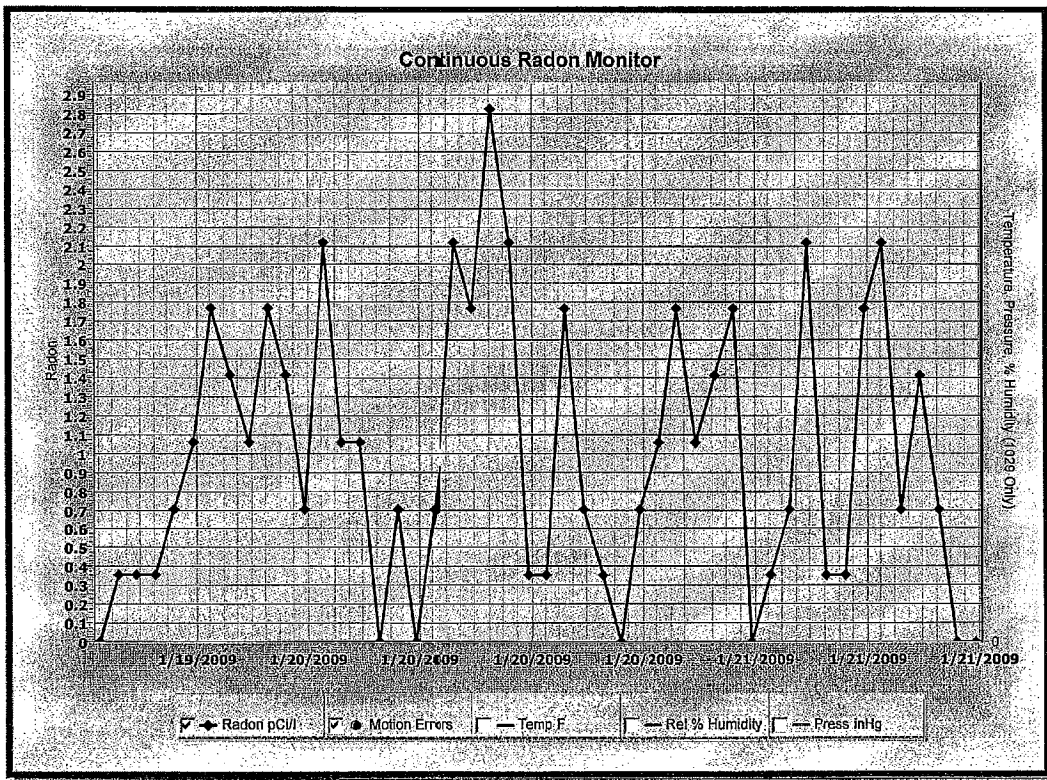
Site & Condition

Monitor Location: NA

Test Summary

Start Time: 01/19/2009 11:51
End Time: 01/21/2009 11:51
Measurement Interval(hr): 1.0
Elapse Time: 2 Days 0 hrs

Overall Avg: 1.0 pCi/l
EPA Avg: 1.1 pCi/l



***** 01/19/2009 *****

Time	Counts pCi/l	Flags
12:51	0.0	
13:51	0.4	
14:51	0.4	
15:51	0.4	
16:51	0.7	
17:51	1.1	
18:51	1.8	
19:51	1.4	
20:51	1.1	
21:51	1.8	
22:51	1.4	
23:51	0.7	

***** 01/20/2009 *****

Time	Counts pCi/l	Flags
00:51	2.1	
01:51	1.1	
02:51	1.1	
03:51	0.0	
04:51	0.7	
05:51	0.0	
06:51	0.7	
07:51	2.1	
08:51	1.8	
09:51	2.8	
10:51	2.1	
11:51	0.4	
12:51	0.4	
13:51	1.8	
14:51	0.7	
15:51	0.4	
16:51	0.0	
17:51	0.7	
18:51	1.1	
19:51	1.8	
20:51	1.1	
21:51	1.4	
22:51	1.8	
23:51	0.0	

***** 01/21/2009 *****

Time	Counts pCi/l	Flags
00:51	0.4	
01:51	0.7	

***** 01/21/2009 *****

Time	Counts pCi/l	Flags
02:51	2.1	
03:51	0.4	
04:51	0.4	
05:51	1.8	
06:51	2.1	
07:51	0.7	
08:51	1.4	
09:51	0.7	
10:51	0.0	
11:51	0.0	

Error Flags:

M Motion:

Inspector Signature _____

PC Software Version: 2.0.0.0

Embedded Software Version: 106

Electric Usage 262 Kensington Place *Dec. bill high due to having door open for moving purposes.

Read Date & Days	Read Type	Total kWh	Utility Charges	Supplier Charges
12/29/2008 38 days	Actual	1,365	\$189.06 *	\$0.00
11/21/2008 29 days	Actual	843	\$117.51	\$0.00
10/23/2008 30 days	Actual	781	\$107.40	\$0.00
9/23/2008 29 days	Actual	920	\$132.01	\$0.00
8/25/2008 32 days	Actual	1,069	\$162.93	\$0.00
7/24/2008 31 days	Actual	547	\$85.29	\$0.00
6/23/2008 32 days	Actual	766	\$117.69	\$0.00
5/22/2008 29 days	Actual	476	\$80.00	\$0.00
4/23/2008 29 days	Actual	675	\$104.98	\$0.00
3/25/2008 28 days	Actual	856	\$123.35	\$0.00
2/26/2008 32 days	Actual	902	\$132.12	\$0.00
1/25/2008 30 days	Actual	885	\$132.30	\$0.00
12/26/2007 30 days	Actual	956	\$142.43	\$0.00
11/26/2007 33 days	Actual	661	\$101.20	\$0.00
10/24/2007 30 days	Actual	473	\$76.86	\$0.00
9/24/2007 31 days	Actual	889	\$130.39	\$0.00
8/24/2007 28 days	Actual	767	\$118.25	\$0.00
7/27/2007 30 days	Actual	708	\$110.38	\$0.00
6/27/2007 33 days	Actual	866	\$134.60	\$0.00
5/25/2007 30 days	Actual	637	\$102.71	\$0.00
4/25/2007 29 days	Actual	700	\$106.33	\$0.00
3/27/2007 31 days	Actual	681	\$108.66	\$0.00
2/24/2007 30 days	Actual	838	\$130.33	\$0.00
1/25/2007 30 days	Actual	882	\$125.95	\$0.00

Gas Usage

262 Kensington Pl.

* Dec. bill high due to having door open for moving purposes.

Read Date & Days	Read Type	Total Therms	Utility Charges	Supplier Charges	Total Charges
12/29/2008 38 days	Actual	181	\$49.35	\$179.58	\$228.93 *
11/21/2008 29 days	Actual	70	\$34.10	\$62.86	\$96.96
10/23/2008 30 days	Actual	37	\$27.71	\$33.26	\$61.56
9/23/2008 29 days	Actual	19	\$20.96	\$18.60	\$39.56
8/25/2008 32 days	Actual	19	\$20.96	\$23.55	\$44.51
7/24/2008 31 days	Actual	15	\$19.09	\$21.58	\$40.67
6/23/2008 32 days	Actual	27	\$23.58	\$34.63	\$58.21
5/22/2008 29 days	Actual	46	\$29.53	\$52.95	\$82.48
4/23/2008 29 days	Actual	75	\$34.29	\$76.07	\$110.36
3/25/2008 28 days	Actual	138	\$37.63	\$126.65	\$164.28
2/26/2008 32 days	Actual	179	\$41.08	\$158.98	\$200.06
1/25/2008 30 days	Actual	148	\$39.86	\$125.11	\$164.97
12/26/2007 30 days	Actual	158	\$188.31	\$0.00	\$188.31
11/26/2007 33 days	Actual	95	\$124.17	\$0.00	\$124.17
10/24/2007 30 days	Actual	22	\$43.47	\$0.00	\$43.47
9/24/2007 31 days	Actual	19	\$33.64	\$0.00	\$33.64
8/24/2007 28 days	Actual	14	\$28.27	\$0.00	\$28.27
7/27/2007 30 days	Actual	17	\$34.52	\$0.00	\$34.52
6/27/2007 33 days	Actual	24	\$45.46	\$0.00	\$45.46
5/25/2007 30 days	Actual	43	\$71.64	\$0.00	\$71.64
4/25/2007 29 days	Actual	98	\$133.11	\$0.00	\$133.11
3/27/2007 31 days	Actual	162	\$196.48	\$0.00	\$196.48
2/24/2007 30 days	Actual	222	\$245.72	\$0.00	\$245.72
1/25/2007 30 days	Actual	143	\$165.65	\$0.00	\$165.65