

## Property Condition Disclosure Statement

Name of seller or sellers: RONALD + DIANNE HAGAN

Property address: 422 THURBER ST, 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:

- (a) Answer all questions based upon your actual knowledge.
- (b) Attach additional pages with your signature if additional space is required.
- (c) Complete this form yourself.
- (d) 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

1. How long have you owned the property? 22 years
2. How long have you occupied the property? 22 years
3. What is the age of the structure or structures? 54 years  
 Note to buyer- If the structure was built before 1978 you are encouraged to investigate for the presence of lead based paint.
4. 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
5. 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  No  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  No  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  No  UNKN  NA (if yes, explain below)
- 9. Are there certificates of occupancy related to the property? Yes  No  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  No  UNKN  NA (if yes, explain below)
- 11. Is any or all of the property located in a designated wetland? Yes  No  UNKN  NA (if yes, explain below)
- 12. Is the property located in an agricultural district? Yes  No  UNKN  NA (if yes, explain below)
- 13. Was the property ever the site of a landfill? Yes  No  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  No  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  No  UNKN  NA (if yes, state location or locations below)
- 16. Is lead plumbing present? Yes  No  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)
- 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  No  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  No  UNKN  NA (if yes, attach report(s))

**Structural**

- 20. Is there any rot or water damage to the structure or structures? Yes  No  UNKN  NA (if yes, explain below)
- 21. Is there any fire or smoke damage to the structure or structures? Yes  No  UNKN  NA (if yes, explain below)
- 22. Is there any termite, insect, rodent or pest infestation or damage? Yes  No  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.)? Asphalt  
Any known material defects? Roof is aged (20) not leaking  
How old is the roof? unknown  
Is there a transferable warranty 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?  
Yes  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? \_\_\_\_\_  
What is the amperage? \_\_\_\_\_  
Does it have circuit breakers or fuses? \_\_\_\_\_  
Private or public poles? \_\_\_\_\_  
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  No  UNKN  NA
- 33. Security system? Yes  No  UNKN  NA
- 34. Carbon monoxide detector? Yes  No  UNKN  NA
- 35. Smoke detector? Yes  No  UNKN  NA
- 36. Fire sprinkler system? Yes  No  UNKN  NA
- 37. Sump pump? Yes  No  UNKN  NA
- 38. Foundation/slab? Yes  No  UNKN  NA
- 39. Interior walls/ceilings? Yes  No  UNKN  NA
- 40. Exterior walls or siding? Yes  No  UNKN  NA
- 41. Floors? Yes  No  UNKN  NA
- 42. Chimney/fireplace or stove? Yes  No  UNKN  NA
- 43. Patio/deck? Yes  No  UNKN  NA
- 44. Driveway? Yes  No  UNKN  NA
- 45. Air conditioner? Yes  No  UNKN  NA
- 46. Heating system? Yes  No  UNKN  NA
- 47. Hot water heater? Yes  No  UNKN  NA
- 48. The property is located in the following school district Syracuse CSD 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.

May 2008 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 Ronald W. Meyer date 6-2-08

Seller D. Lutz date 6/2/08

**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 \_\_\_\_\_

Regarding property at: 422 Thibault St

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: 5

Capacity of Gallons: 40

Age of Furnace or Boiler: 12

Age of Air Conditioning Unit: 12

Annual Bill for Fuel/Oil or Propane: \_\_\_\_\_

Average Monthly Utilities: Gas \_\_\_\_\_ Electric \_\_\_\_\_ Total: 100.00

Major Improvements within the last five (5) years:

Bathroom Remodel  
Window + Door Replacement  
Carpet  
Hardwoods Refinished

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 checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 2. Restrictive covenants or deed restrictions of record, if applicable.                        | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 3. Condominium Bylaws, Rules, etc., if applicable.   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 4. Homeowner's Association Bylaws, Rules, etc., if applicable.                                 | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 5. Utility bills upon request.   | <input checked="" 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 FORMAL 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 6-2-08

Seller: [Signature] Date 6/2/08

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

ADDITIONAL LISTING INFORMATION  
FOR PROPERTY LOCATED AT:

422 Thumber St

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  a working carbon monoxide detector located within my property.

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

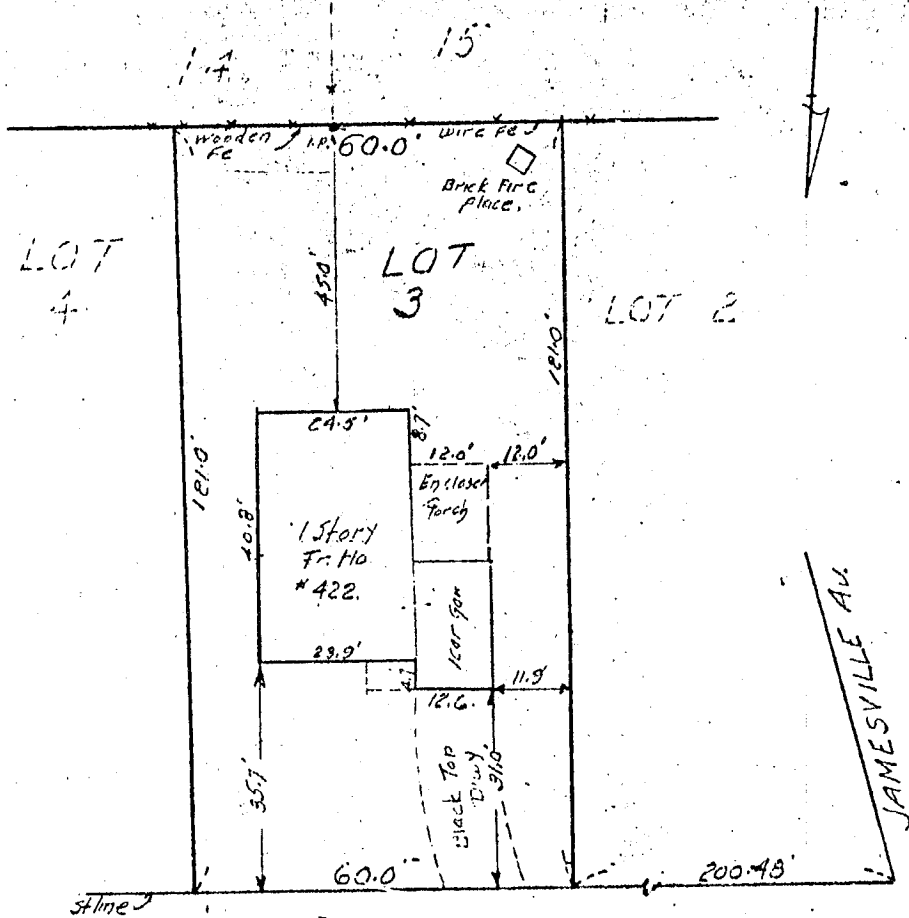
District: SYRACUSE CITY SCHOOLS

Elementary: HUGHES OR ED SMITH

Middle: LEVY

High School: NOTTINGHAM

Ronald F. [Signature]  
Signed



TO: GOLDMAN PSB THURBER ST.  
 CHICAGO TITLE INSURANCE COMPANY N 85° 40' 10" E

I hereby certify this to be  
 an accurate map of an actual  
 survey made August 11, 1986  
 Peter M. S. Lange  
 N.Y.S.L. # 26494.

LOCATION SURVEY OF  
 422 THURBER ST.  
 LOT 3 - BLOCK 5 RESUBD.  
 EMPIRE STATE PARK  
 CITY OF SYRACUSE, ONONDAGA CO., NY  
 SCALE 1" = 20'. AUG. 11, 1986

3475379

0203004 021116

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...

Property Address: 422 Thurston St, State: New York, City: Syracuse, Zip: 13210

Seller's Disclosure: (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below); (ii) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(i) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. (ii) Records and reports available to the purchaser (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).

Purchaser 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 purchaser and seller below, purchaser will receive a 10 day opportunity...

Agent's Acknowledgment (Initial): (e) Agent has acknowledged 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.

Signatures and dates for Seller, Buyer, and Agent. Seller: Donald L. ... Date: 6-1-08. Buyer: ... Date: 6/1/08. Agent: ... Date: 6/1/08.



New York State  
DEPARTMENT OF STATE  
Division of Licensing Services  
P.O. Box 22001  
Albany, NY 12201-2001

Customer Service: (518) 474-4  
Fax: (518) 473-6  
Web site: [www.dos.state.ny.us](http://www.dos.state.ny.us)

## New York State Disclosure Form for Buyer and Seller

### THIS IS NOT A CONTRACT

*New York State law requires real estate licensees who are acting as agents of buyers and sellers of property to advise the potential buyers and 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 interest. 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 interest. The buyer's agent does this

by negotiating the purchase of a home at a price and terms acceptable to the buyer. A buyer's agent has, with limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, disclosure, obedience and duty to account. A buyer's agent does not represent the interest 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 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 agent's fiduciary duties to the buyer.

#### Broker's Agents

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 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 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 have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction or 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 seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will be able to provide the full range of fiduciary duties to both 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.

the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to 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.

**Dual Agent with Designated Sales Agents**

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

This form was provided to me by Pi Lin Huang (print name of licensee) of Keller Williams (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Seller as a (check relationship below) | <input type="checkbox"/> Buyer as a (check relationship below) |
| <input checked="" type="checkbox"/> Seller's agent                         | <input type="checkbox"/> Buyer's agent                         |
| <input type="checkbox"/> Broker's agent                                    | <input type="checkbox"/> Broker's agent                        |
| <input type="checkbox"/> Dual agent  |  |
| <input type="checkbox"/> Dual agent with designated sales agent            |  |

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):

*Pi Lin Huang* \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Date: 6/1/08

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



ESCROW

All parties acknowledge that it may take up to seven (7) business days for the earnest money funds to clear the bank. In the event the contract is canceled the funds will be disbursed as soon as they are available from our HSGC 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 HSGC during the term of the escrow.

FRANCHISE DISCLOSURE ADDENDUM

Broker and owner Nestril 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 Countywide Home Loans who provides us with financial benefits.

EQUAL OPPORTUNITY POLICY STATEMENT

Nestril 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 firm, 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 an 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".

Handwritten signatures and names for Seller (Dianne + Ronald Hagan) and Buyer (Dorothy Hagan) in the certification section.

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: [Handwritten Signature]
Broker/Manager: [Handwritten Signature] Phone: 315-701-6900
Company Name: Nestril Real Estate LLC dba Keller Williams Syracuse
Date of Signatures: 6/16/08

## Why we love 422 Thurber Street...

Our first apartment after graduating from SU was at Remington House on Thurber Street. I loved being able to walk to work at SU and get my daily exercise in and my husband, as a new city firefighter, wanted to live in the community he served. So when we began house hunting, it was an easy choice to look in the outer Comstock area. We always thought the streets and houses were well kept and the neighbors friendly. The moment we saw 422 Thurber Street, we knew it was the house we wanted. My husband appreciated how well the house was built and kept by the first and only owners, and we both appreciated how light and open the space is inside. I especially love the oversized picture window and the enclosed porch which, with southern exposure, is a lovely place to sit and entertain friends. We enjoyed raising our twin daughters there as well with the large yard and basement for extra play space. I don't normally like basements, but the basement at Thurber Street is clean and light, so we never minded spending time down there. The master bedroom has two double sized closets, something we really needed with my penchant for shoes and dresses. As years went by, my husband, an artist with a wonderful eye for color and space, did the landscaping and made changes to the house that made the house a lovely, comfortable and energy efficient home (note: we like a warm house and kept the temperature at 73 degrees in the winter and 74 degrees in the summer, yet averaged \$160/month NG bills). We spent weeks deciding on the front door and love the way the light shines through the glass and how the door is a focal point as you approach the house, day or night. The bathroom renovation was an indulgence with Italian tile and the two large mirrored cabinets. I spend a lot of time in there getting ready for work, and it is always a pleasure!

All in all, it's been a wonderful 22 years at 422 Thurber Street and we have many fond memories of our home.

Account Number:  
~~XXXXXXXXXX~~

Mail To:  
RONALD F HAGAN

Service Address:  
422 THURBER ST  
SYRACUSE NY 13210

Requested By:  
RONALD F HAGAN  
(315)471-5135 Extension: 0000

\*\*\* Account Information \*\*\*

\*\*\* Current Account Status \*\*\*

Current Bill: \$114.00  
Billed Prior: \$0.00  
Balance Due: \$114.00  
Credit Amount: \$0.00  
Budget Charges: \$0.00  
Actual Charges: \$0.00

DATE	CHARGE TYPR	ACTUAL CHARGE	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BILL	PREVIOUS BALANCE	DAYS USED	KWH	KW	THERMS
06-04-03	Payment			\$227.70						
06-04-19	GAS SERVICE		\$77.10				31	557		46
06-04-19	ELECTRIC SERVICE		\$88.23				31	557		46
06-04-19	Regular Bill			\$165.33	\$165.33					
06-05-01	Payment									
06-05-18	GAS SERVICE		\$41.75				29	564		20
06-05-18	ELECTRIC SERVICE		\$84.73				29	564		20
06-05-18	Regular Bill			\$126.48	\$126.48					
06-05-31	Payment									
06-06-20	GAS SERVICE		\$38.77				31	786		19
06-06-20	ELECTRIC SERVICE		\$114.21				31	786		19
06-06-20	Regular Bill			\$152.98	\$152.98					
06-07-05	Payment									
06-07-19	GAS SERVICE		\$33.28				32	1256		16
06-07-19	ELECTRIC SERVICE		\$168.10				32	1256		16
06-07-19	Regular Bill			\$201.38	\$201.38					
06-08-01	Payment									
06-08-17	GAS SERVICE		\$26.95				28	1070		11
06-08-17	ELECTRIC SERVICE		\$152.50				28	1070		11
06-08-17	Regular Bill			\$179.45	\$179.45					
06-09-01	Payment									
06-09-18	GAS SERVICE		\$28.36				30	875		12
06-09-18	ELECTRIC SERVICE		\$126.47				30	875		12
06-09-18	Regular Bill			\$154.83	\$154.83					
06-10-05	Payment									
06-10-18	GAS SERVICE		\$35.47				33	710		18
06-10-18	ELECTRIC SERVICE		\$104.16				33	710		18
06-10-18	Regular Bill			\$139.63	\$139.63					
06-11-01	Payment									
06-11-16	GAS SERVICE		\$66.39				30	536		40
06-11-16	ELECTRIC SERVICE		\$82.68				30	536		40
06-11-16	Regular Bill			\$149.07	\$149.07					
06-11-30	Payment									
06-12-18	GAS SERVICE		\$87.20				29	568		54
06-12-18	ELECTRIC SERVICE		\$86.56				29	568		54
06-12-18	Regular Bill			\$173.76	\$173.76					
07-01-02	Payment									
07-01-18	GAS SERVICE		\$105.54				34	666		76
07-01-18	ELECTRIC SERVICE		\$98.49				34	666		76
07-01-18	Regular Bill			\$204.03	\$204.03					
07-02-01	Payment									
07-02-15	GAS SERVICE		\$121.15				28	578		96
07-02-15	ELECTRIC SERVICE		\$94.59				28	578		96
07-02-15	Regular Bill			\$215.74	\$215.74					

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07-03-01 Payment

\$215.74

CUAR038

Account Activity Statement

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DATE	CHARGE TYPE	ACTUAL CHARGE	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BILL	PREVIOUS BALANCE	DAYS USED	KWH	KV	THERMS
07-03-19	GAS SERVICE		\$113.56							
07-03-19	ELECTRIC SERVICE		\$95.17							
07-03-19	Regular Bill						28	579		83
07-04-03	Payment			\$208.73						
07-04-18	GAS SERVICE		\$108.98							
07-04-18	ELECTRIC SERVICE		\$97.17							
07-04-18	Regular Bill									
07-04-18	Regular Bill			\$206.15						
07-05-01	Payment									
07-05-18	GAS SERVICE		\$53.72							
07-05-18	ELECTRIC SERVICE		\$93.31							
07-05-18	Regular Bill									
07-06-04	Payment									
07-06-19	GAS SERVICE		\$37.77							
07-06-19	ELECTRIC SERVICE		\$135.29							
07-06-19	Regular Bill									
07-07-05	Payment									
07-07-20	GAS SERVICE		\$35.04							
07-07-20	ELECTRIC SERVICE		\$164.89							
07-07-20	Regular Bill									
07-08-01	Payment									
07-08-17	GAS SERVICE		\$29.06							
07-08-17	ELECTRIC SERVICE		\$160.12							
07-08-17	Regular Bill									
07-09-04	Payment									
07-09-17	GAS SERVICE		\$27.25							
07-09-17	ELECTRIC SERVICE		\$131.30							
07-09-17	Regular Bill									
07-10-01	Payment									
07-10-16	GAS SERVICE		\$29.49							
07-10-16	ELECTRIC SERVICE		\$108.05							
07-10-16	Regular Bill									
07-11-16	GAS SERVICE		\$67.73							
07-11-16	ELECTRIC SERVICE		\$97.92							
07-11-16	Regular Bill									
07-11-30	Payment									
07-12-17	GAS SERVICE		\$104.09							
07-12-17	ELECTRIC SERVICE		\$82.83							
07-12-17	Regular Bill									
08-01-03	Payment									
08-01-17	GAS SERVICE		\$113.81							
08-01-17	ELECTRIC SERVICE		\$86.29							
08-01-17	Regular Bill									
08-02-08	Payment									
08-02-15	GAS SERVICE		\$103.42							
08-02-15	ELECTRIC SERVICE		\$34.92							
08-02-15	Regular Bill									
08-03-04	Payment									
08-03-17	Regular Bill									
08-03-17	GAS SERVICE		\$85.48							
08-03-17	ELECTRIC SERVICE		\$28.52							