



*Hurley Real Estate & Auctions
working in cooperation with
H.K. Keller Real Estate & Auctions*

REAL ESTATE AUCTION



64 Clearview Rd, Willow Street, PA 17584

**Incredible property featuring a 3-4 bedroom home, large bank barn,
tillable acreage, with Goods Run flowing through the property.
Beautiful setting on 15.5± acres!**

Auction Date: Wednesday, May 22, 2024 @ 3PM
Open Houses: Saturday, May 11, 2024, 10AM-12PM
Thursday, May 16, 2024, 3-5PM



HURLEY
REAL ESTATE & AUCTIONS

INCLUDED INFORMATION

Dear Prospective Buyer,

Hurley Real Estate and Auctions is pleased to have been chosen to offer you this property. Please take this opportunity to inspect the property today. For your convenience, we've enclosed the following information:

- General Information
- Deed
- Clean and Green documents
- Aerial
- Conditions of Public Sale
- Disclosures
- How to Buy Real Estate at Auction
- Methods of Payment
- Financing Available
- Settlement Companies

If you have any questions after reviewing this report, please don't hesitate to call any time. We are looking forward to seeing you at the auction on May 22, 2024.

Sincerely,
The Hurley Team

DISCLAIMER & ABSENCE OF WARRANTIES

All information contained in this brochure & all related materials are subject to the terms & conditions outlined in the purchase agreement. Information contained in advertisements, information packet, estimated acreages, and marked boundaries are based upon the best information available to Hurley Real Estate and Auctions at the time of preparation & may not depict exact information on the property. **Each potential buyer is responsible for conducting his/her own independent inspection, investigations, and inquiries concerning the real estate. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors or omissions is assumed by seller or Hurley Real Estate and Auctions.**



Terms: \$10,000 in certified funds day of auction. (See Payment & Financing page for detailed info.)
Announcements made on the day of sale take precedence over all printed material. (See Payment & Financing page for detailed info.) 2% Buyers premium will be added to final bid price.

Closing Location: As agreed upon by the Buyer and Seller.

Buyer possession: Buyer will have immediate possession upon closing.

General Information: BEAUTIFUL 15.5± ACRE LANCASTER COUNTY FARMETTE! This incredible property features 15.5± acres with a 3-4 bedroom home, large bank barn w/ horse stalls, tillable acreage with Goods Run flowing through the property! The home features 3-4 bedrooms, 1.5 bathrooms, living room, kitchen, dining room, family room, basement, and attic. Beautiful trees and landscaping surround the home making for a one-of-a-kind setting. The bank barn top is 28x60 w/ a 7x11 tack room, under the barn is a 22x26 garage area w/ a sliding door and a 20x33 area with 4 horse stalls. White vinyl fencing surround the barn and the home giving beautiful views of the livestock from the home! There is also a run-in shed and riding ring on the south side of Indian Hill Rd. This property truly is one-of-a-kind offering many features! Property is in Clean & Green. Hurley Real Estate and Auctions is working in cooperation with H.K. Keller Real Estate and Auctions. This property will be offered at auction on Wednesday, May 22, 2024 @ 3:00PM.

This home has the following features:

- 3-4 Bedrooms
 - Bedroom 1: 13x13
 - Bedroom 2: 10x11
 - Bedroom 3: 10x14
 - Bedroom 4: 8x10
- Kitchen: 10x12
- Dining Room: 10x17
- Living Room: 15x22
- Family Room: 10x10

Year House Built: 1850 Estimated

Acreage: 15.5± Acres

County: Lancaster

Zoning/Land Use: Please call Pequea Township (717) 464-2322

Taxes: Approximately \$2,804 | Tax ID: 510-37829-0-0000, property is in Clean & Green

Utilities: Water: Well Sewer: Septic Heating: Hot Water Baseboard, Oil Cooling: Central A/C, Electric

School District: Penn Manor School District

Local Hospital: Lancaster General Hospital



THIS DEED

PREPARED BY AND RETURN TO:
DEED-IT LAND TRANSFER LLC
1205 E. KING STREET, LANCASTER, PA 17602
PARCEL NO.: 510-37829-0-0000
PROPERTY LOCATION: 64 Clearview Rd, Willow Street, PA, 17584
FILE NO: 22-0264W

ON THIS, 22nd day of July in the year two thousand and twenty-two (2022)

BETWEEN

JOHN C. EVANS, Of Lancaster County, Pennsylvania, GRANTOR
AND

JOHN C. EVANS, of Lancaster County, Pennsylvania, GRANTEE

WITNESSETH, That in consideration of One Dollar and 00/100 DOLLARS--(\$1.00) in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant and convey to the said grantee, his heirs and assigns,

SEE ATTACHED LEGAL DESCRIPTION "SCHEDULE A"

IT BEING the same premises which Ruth Marie Ober, Administrator of the Estate of Chester L. Ober, deceased, by her Deed dated 01/10/63 and recorded in the Lancaster County Recorder of Deeds Office on 01/11/63 in Record Book H52, Page 784, granted and conveyed unto John C. Evans and Hannah S. Evans, husband and wife.

AND THE SAID Hannah S. Evans, having departed this life on September 15, 2000, whereupon title vested solely unto John C. Evans, Grantor herein.

UNDER AND SUBJECT, NEVERTHELESS, to the same conditions, restrictions, exceptions and reservations as exist by virtue of prior recorded instruments, deeds and conveyances.

AND the said Grantors will SPECIALLY WARRANT AND FOREVER DEFEND the property hereby conveyed.

THIS IS A TRANSFER TO REMOVE DECEASED SPOUSE, AND IS THEREFORE EXEMPT FROM REALTY TRANSFER TAXES.



LEGAL DESCRIPTION

Parcel number: 510-37829-0-0000

Assessed address 64 Clearview Rd

ALL THOSE CERTAIN three adjoining tracts of land; with the dwelling house and other improvements thereon erected, situated in Pequea Township, Lancaster County, Pennsylvania, at a "T" intersection of the Township Road leading from State Highway Legislative Route No. 36008 (near the site of the former Mt. Hope School, north of Byerland Church) westwardly to State Traffic Route No. 324 south of Run Valley, with the Township Road leading north from said first-mentioned road toward West Willow (west of, and almost parallel with, State Highway Legislative Route No.36008), described as follows.

TRACT NO. 1--BEGINNING at a stone on the north side of the first above-mentioned road (referred to in former deeds as a public road leading from Byerland Church to Pequea-Church); thence extending by Tract No. 3 hereof the several courses and distances thereof respectively, South fifty-eight and three-fourths (58-3/4) degrees East nineteen and five-tenths (19.5), perches to a stone at the intersection of the public road leading to West Willow; thence in said West Willow Road, North thirty and one-fourth (30-1/4) degrees East, twenty-six and three-tenths (26.3) perches to a stone and North twenty-one and one-half degrees East (21 1/2 degrees) East; one and two-tenths (1.2) perches; thence by land of George Dinkelburger (formerly Jacob Dagen), North sixty-four and one-fourth (64-1/4) degrees West, seventeen and five-tenths (17.5) perches to an oak tree; thence by land of (formerly of Josiah Good and the Estate of John M. Andes, respectively, and more recently of Harry Breneman); South thirty-five and one-fourth (35.1/4) degrees West, twenty-six and two-tenths (26.2) perches to the Place of Beginning.

CONTAINING three acres and thirteen square perches of land, more or less.

TRACT NO. 2--BEGINNING at a stone, a corner of land of (formerly of Rudolph S. Herr) and land of Jacob Dagen Estate (formerly of Henry Good); . thence along said Dagen Estate land, South sixty-three (63) degrees East, seventy-two and one-tenth (72.1) perches to an oak tree; thence along Tract No. 3 hereof, North thirty-four (34); degrees East; forty-three and three-tenths (43.3) perches to a stake in public road; thence along the middle of said road, North seventy-two and one-half (72-1/2) degrees West sixteen (16) perches; North fifty-nine (59) degrees West, thirty-two (32) perches, and north fifty-four (54) degrees West, thirty-one and four-tenths (31.4),perches; thence along the said land of (formerly of Rudolph S. Herr); South three (03)degrees West; twenty-five (25) perches, and South one (01) degree West. Eighteen and eight tenth (18.8) perches to a stone; thence along the latter, South eighty-nine (89)degrees West; nineteen and one-tenth (19.1) perches to the Place of Beginning.

CONTAINING seventeen acres and one hundred thirty-five square perches of land, more or less.

TRACT NO. 3--BEGINNING at a stone in the aforementioned public road leading from Byerland Church to Pequea Church; thence extending by Tract No. 1 hereof the two courses of South fifty-eight and three-fourths (58-3/4) degrees East, nineteen and three-tenths (19.3) perches to a stone, and North thirty and one-fourth (30-1/4) degrees East, twenty-six and three-tenths (26.3) perches to a stone on the north side of said road; thence by land now or late of Jacob Dagen, South eighty (80) degrees east, twenty-three and six-tenths (23.6) perches to a stone on the east side of said public road; thence by lands of Robert Myers (formerly Christian C Harnish), the three courses of South thirteen (13) degrees West, fourteen and four-tenths (14.4) perches to a stone, at a corner of said Myers land, South fifty-five (55) degrees West (crossing said road), fifty-five (55) perches to a stone, and North fifty-seven (57) degrees West, twenty-five and four-tenths (25.4) perches to a cherry tree; thence by Tract No. 2 hereof, North thirty-five and one-fourth (35-1/4) degrees East, twenty-eight and six-tenths (28.6) perches to the Place of Beginning.

CONTAINING nine acres and one hundred twenty square perches of land, more or less.

Said three tracts, as above described, containing an aggregate gross area of thirty (30) acres and one hundred eight (108) perches, more or less.

EXCEPTING, however, from Tract No. 2, above described, a tract containing 0.681 acres, conveyed by Landis Eshleman and Sue Eshleman to John Warren Eshleman and Elizabeth Landis Eshleman deed dated April 6, 1947, and recorded in the Recorder's Office, of Lancaster County in Deed Book X, Volume 38 page 57; and EXCEPTING from Tract No.3, as above described both a tract containing 9.503 acres, which said Landis and Sue Eshleman conveyed to Landis H Eshleman and Rose M. Eshleman, by deed dated June 18, 1949, and recorded in said Recorder's Office in Deed Book D, Volume 40, page 545, and also a tract containing 1.131 acres which Sue Eshleman conveyed to Landis H. and Rose M. Eshleman by deed dated December 28, 1951 and recorded in Deed Book Z, Volume 41, page 527.



The Net Area of said three tracts hereby conveyed, after deducting from their gross area the three above-excepted tracts, is twenty-eight (28) acres and fifty-seven and six-tenths (57.6) perches, more or less.

LESS AND EXCEPTING, an Adverse recorded 08/20/1963 in book Y52 page 1166 (selling off 7,294 square feet), an Adverse recorded 03/16/1972 in Book D62 page 491 (selling off 5.0525 acres) and an Adverse recorded 03/16/1972 in Book D62 page 493 (selling off 6.0525 acres)

Subject to any restrictions, easements and/or adverses that pertain to this property.



998019835 13.50 am MAR 27 1998

LANCASTER COUNTY APPLICATION FOR ACT 319 (CLEAN AND GREEN)
USE VALUE ASSESSMENT OF LAND

Application is hereby made for preferential assessment of land under the Pennsylvania Farmland and Forest Land Assessment Act of 1974 (72 P.S. Sections 5490.1 - 5490.13) for the tax year beginning 1999. "PLEASE TYPE OR PRINT"

1. Legal ownership

Last	First	Middle Initial	Phone #
Evans	John	C.	717 464-3067
Evans	Hannah	S.	717 464-3067
Last	First	Middle Initial	Phone #

2. Location of Property

Road/Street	Mailing address (to where tax notices are mailed) Street, RD or Box #
64 Clearview Road	64 Clearview Road
Township/Borough	City, State, Zip
Pequea Twp	Willow Street, PA. 17584

3. Parcels to be considered: Map Nos. 51-0/16K141/61 Acres 15.5

4. Check box for predominate use: Agricultural Use Agricultural Reserve Forest Reserve

5. a) Is this parcel 10 contiguous acres or more in size? Yes No
 b) Does this application represent the total acres in the parcel? Yes No
 c) If this parcel is less than 10 acres, can you verify that the land is now devoted to Agricultural Use and that the land will be used to generate \$2,000 annual gross income? N/A Yes No
 d) If this parcel has open tillable land, is it now devoted to Agricultural Use, and has it been so for the preceding three years? N/A Yes No
 e) If this parcel has Forest Land, is the land stocked with trees of any size, and is it capable of producing wood products in excess of 25 cubic feet per acre each year? N/A Yes No
 f) Do you or anyone else currently conduct any non-agricultural commercial business on this land parcel? Yes No
 If the answer is yes, list or describe those activities here:

g) If this parcel is found not eligible under Agricultural Use or Forest Reserve, do you want it considered under Agricultural Reserve Land, when you understand that this category requires that the land be non-commercial, open to the public for recreation, at no charge or fee, and with no discrimination against any person using the land? Yes No
 If your answer is yes to "g." do you agree to these stated conditions? N/A Yes No
 h) Do you understand that if this application is approved, it will remain in effect continuously until the land owner changes its Agricultural Use from the approved category? At that time a roll-back tax, plus interest, must be paid for a period not to exceed seven (7) years. Yes No

6. Have the mineral rights previously been sold or leased? Yes No

Completed applications for enrolling in Act 319 must be received in the Lancaster County Assessment Office on or before June 1 to be considered for tax assessment under the Act for the next year.

I/we hereby accept the provisions of the Pennsylvania Farmland and Forest Land Assessment Act of 1974, Act 319, and agree to be bound by the provisions set therein. / The applicant, approved for preferential assessment, agrees to provide 30 days notice to the County Assessor of any proposed change in land use, split-off or conveyance of the land. / The undersigned declares this application and accompanying schedules and statements have been examined and by best knowledge and belief is true and correct.

John C. Evans 2-3-98
Signature(s) of owners or corporation name Date

Hannah S. Evans 3-3-98
Signature(s) of owners or corporation name Date

Accepted into program as: Agricultural Use Agricultural Reserve Forest Reserve
 Agreement # 006201 Date 3-27-98 Recorded # Date

APPLICATION CANNOT BE ACCEPTED UNLESS NOTARIZED ON THE REVERSE SIDE

NOTE: ASSESSED VALUES ARE NOT FIXED BY THIS APPLICATION AND MAY VARY FROM TIME TO TIME.

5674 0188



Individual Acknowledgement

<p>ss Affix both Notary seals below.</p> <p>S T A M P</p> <div style="border: 1px solid black; padding: 2px; width: fit-content; margin: 10px auto;"> <p>Notarial Seal Mandi S. Evans, Notary Public Lancaster, Lancaster County My Commission Expires Sept. 12, 1998 Member, Pennsylvania Association of Notaries</p> </div> <p>_____</p> <p><i>Mandi S. Evans</i> Notary Signature</p>	<p>Commonwealth of Pennsylvania County of Lancaster</p> <p>On this <u>3rd</u> day of <u>March</u> 19<u>98</u>, before me, a notary public, personally appeared</p> <p><u>John C. Evans</u></p> <p>_____</p> <p><u>Hannah S. Evans</u></p> <p>_____</p> <p>known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledge that I executed the same for the purposes therein contained.</p>
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Corporate Acknowledgement

<p>ss Affix both Notary seals below.</p> <p>S T A M P</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Notary Signature</p>	<p>Commonwealth of Pennsylvania County of Lancaster</p> <p>On this _____ day of _____ 19____, before me, a notary public, the undersigned officer personally appeared, _____, who acknowledged himself to be the _____ _____ of _____ _____ a corporation, and that he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as _____</p> <p>_____</p> <p>_____</p>
--	--

DOA FORM AAO-82, LANCI

RECEIVED
 5674 0189
 50 MAR -5 PM 1:17
 ASSOCIATE OFFICE
 LANCI, CO. PA.



LANCASTER COUNTY ASSESSMENT OFFICE
50 NORTH DUKE STREET, PO BOX 83480
LANCASTER, PA. 17608-3480
717-299-8381

03/27/98

EVANS JOHN C & HANNAH S
64 CLEARVIEW RD
WILLOW STREET PA 17584

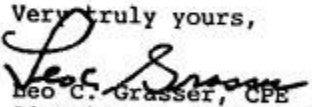
Ref: 510 16K14 1 6



Your application (#006201), for participation in Lancaster County's Act 319, Preferential Assessment Program, has been approved and processed. You will receive an assessment change notice for properties enrolled reflecting your preferential assessment value by separate mailing.

As a participant in the Act 319 Program, you have agreed to use your property to grow an agricultural commodity or to maintain it in woodland. If you change the use of your property otherwise, you might be responsible for the payment of rollback taxes plus 6% interest per year on your property for up to a seven year period. I have enclosed a copy of the procedure you are required to follow if you plan to change the use of your property to an ineligible use.

Enclosed is an aerial photograph providing you with the details of your property.

Please feel free to contact the Assessment Office if you have any questions in regard to this matter.

Very truly yours,

Leo C. Grasser, CPE
Director of Assessment

I Certify This Document To Be
Recorded in Lancaster Co. Pa.


STEVE McDONALD
Recorder of Deeds

LCG:lct
Enclosure

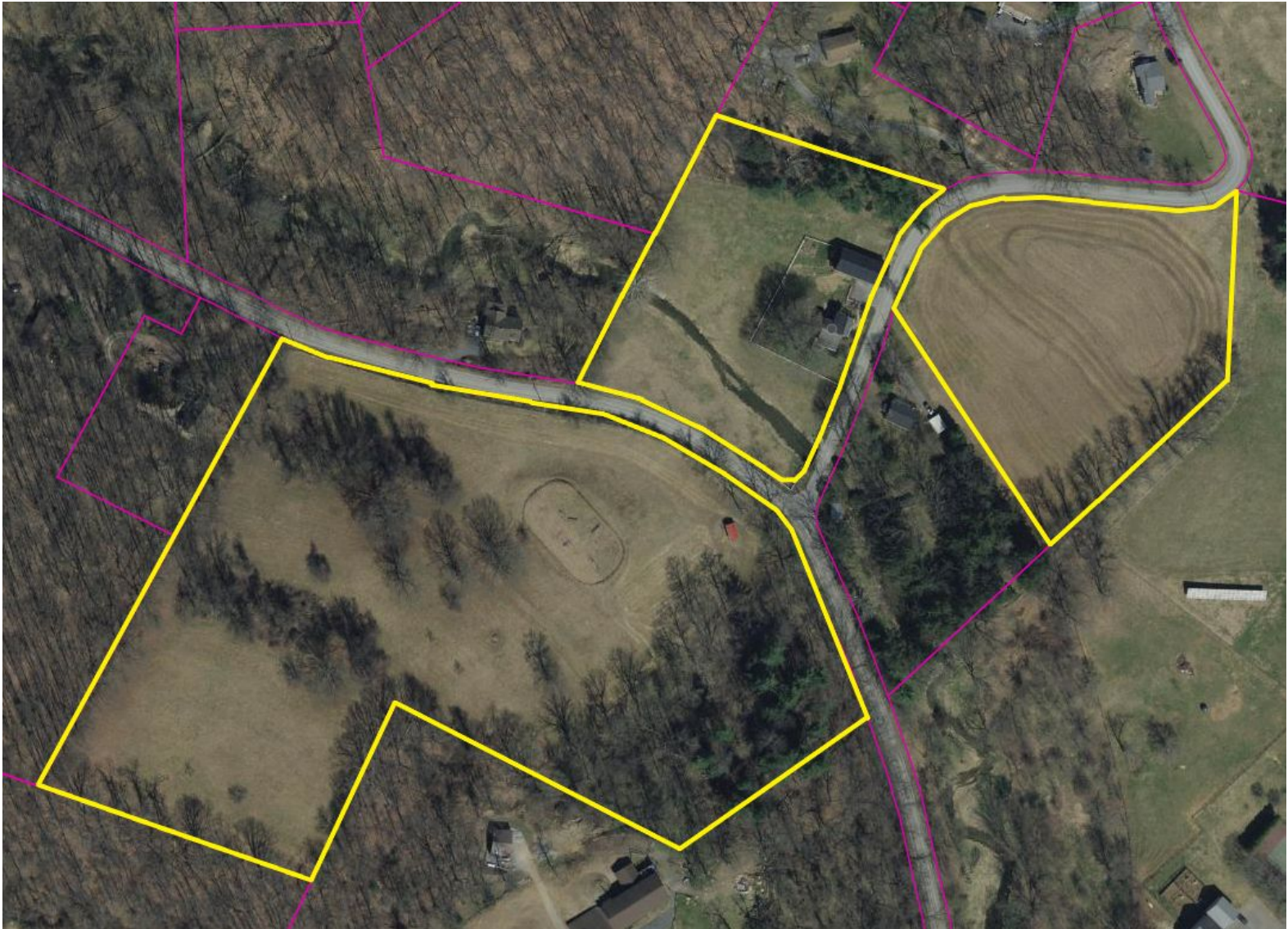
cc: PEQUEA TOWNSHIP
PENN MANOR SCHL DIST

5674 0190



HURLEY
REAL ESTATE & AUCTIONS

AERIAL





OWNED BY: John C. Evans

LOCATED AT: 64 Clearview Rd, Willow Street, PA 17584

1. **Highest Bidder** | The highest and best bidder shall be the Buyer. The Seller, however, reserves the right to reject any and all bids and to adjourn the sale to a subsequent date. The Auctioneer has the sole discretion of setting bidding increments. If any disputes arise to any bid, the Auctioneer reserves the right to cause the property to be immediately put up for sale again.
2. **Real Estate Taxes/Utilities** | All real estate taxes and utilities shall be pro-rated between the Buyer and Seller to the date of settlement on a fiscal year basis. All real estate taxes for prior years have or will be paid by the Seller.
3. **Transfer Taxes** | Seller shall pay 1/2 of the realty transfer tax and Buyer shall pay 1/2 of the realty transfer tax, provided, however that the Buyer shall be responsible for any additional transfer taxes imposed.
4. **Terms** | \$10,000 or - % handmoney, either in the form of cash, cashier's check, certified check, or personal check at the discretion of the Auction Company when the property is struck down, and the balance, without interest, on or before July 8, 2024 when a special warranty deed will be delivered and actual possession will be given to Buyer. The Buyer shall also sign this agreement and comply with these terms of sale. Buyers Premium of 2% plus the bid price shall establish purchase price.
5. **Forfeiture** | The time for settlement shall be of the essence. If the Buyer fails to comply with these terms of sale, Seller shall have the option of retaining all deposit monies or other sums paid by Buyer on account of the purchase price as Seller shall elect: (a) as liquidated damages, in which event Buyer and Seller shall be released from further liability or obligation and this agreement shall be null and void, or (b) on account of the purchase price, or as monies to be applied to Seller's damages as Seller may elect.
6. **Marketable Title** | A good and marketable title will be given free and clear of all liens and encumbrances. The real estate is being sold subject to restrictions and rights-of-way of record in the Lancaster County Courthouse and which may be visible by inspection of the premises.
7. **Risk of Loss** | Seller shall maintain the property grounds, fixtures and any personal property specifically sold with the property in its present condition, normal wear and tear excepted. Seller shall bear the risk of loss for fire or other casualties until the time of settlement. In the event of damage by fire or other casualty to any property included in this sale that is not repaired or replaced prior to settlement, Buyer shall have the option of rescinding this agreement and promptly receiving all monies paid on account of the purchase price or of accepting the property in its then condition, together with the proceeds of any insurance obtainable by Seller. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in the property as of the time of execution of this agreement.
8. **Warranty** | The Buyer expressly acknowledges and understands that the Buyer is buying the property in its present condition and that the Seller makes no representation or warranty of any kind whatsoever with regard to the condition of the premises or any components thereof, including but not limited to, the roof, the electrical system, the plumbing system, the heating system, or any other part of the structure, or any of the improvements on the land.
 - A. **Radon** | Seller has no knowledge concerning the presence or absence of radon. The Seller makes no representation or warranty with regard to radon or the levels thereof.
 - B. **Lead-Based Paint** | If the house was built before 1978, the house may have lead-based paint. Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing and has no reports or records pertaining to lead-based paint and/or hazards in the housing. A lead-based pamphlet "Protect Your Family from Lead in Your House" has been given to Buyer. Buyer waives any ten (10) day lead-based paint assessment period.
 - C. **Environmental Contamination** | Seller is not aware of any environmental contamination on the land.
 - D. **Home Inspection** | Buyer has inspected the property. Buyer understands the importance of getting an independent home inspection and has thought about this before bidding upon the property and signing this agreement.
 - E. **Fixtures and Personal Property** | Included in the sale and purchase price are all existing items permanently attached to the property, including but not limited to plumbing, heating, lighting fixtures (including, if present upon the property, chandeliers and ceiling fans; water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; shrubbery, plantings and unpotted trees; any remaining heating and cooking fuels stored on the property at the time of settlement; wall to wall carpeting; window covering hardware, shades, blinds; built-in air conditioners; built-in appliances; and the range/oven unless otherwise stated). No warranty is given to Buyer as to the working/functional condition of fixtures and/or personal property. All personal property will be removed at Seller's discretion, if items are not removed they become the responsibility of the Buyer.
 - F. **Ventilation/Mold** | The Seller makes no representations or warranties with regard to mold or the absence of mold, adequate or inadequate air exchange or ventilation, or any other matters of home construction wherein mold may be present in the real estate.
 - G. **"AS IS"** | The property is being sold "AS IS" at the time of sale and at the time of the settlement. The Fiduciary/Seller herein makes no representations or warranties as to the condition of the real estate. The Purchaser accepts the property "AS IS". The purchaser waives any claims for any liability imposed through any environmental actions. This agreement shall survive closing. A Seller's disclosure has been made available to Buyer prior to the public auction and shall be exchanged by Buyer and Seller upon the signing of this agreement. If the Seller is an estate, the personal representative(s) will not deliver a disclosure to Buyer inasmuch as they are not required by law.
9. **Financing** | Buyer is responsible for obtaining financing, if any, and this contract is in no way contingent upon the availability of financing. The Seller will not pay points, settlement costs, or otherwise render financial assistance to the Buyer in this regard.
10. **Dispute Over Handmonies** | In the event of a dispute over entitlement of handmoney deposits, the agent holding the deposit may either retain the monies in escrow until the dispute is resolved or, if possible, pay the monies into the County Court to be held until the dispute is resolved. In the event of litigation for the return of deposit monies, the agent holding handmoney shall distribute the monies as directed by a final order of the court or a written agreement of the parties. Buyer and Seller agrees that, in the event any agent is joined in the litigation for the return of deposit monies, attorneys fees and costs of the agent will be paid by the party joining the agent.
11. This agreement shall survive closing.
12. This agreement may be signed and transmitted by email.
13. Buyer and Seller agrees that Hurley Auctions and Hurley Real Estate and Auctions may collaborate on any aspect of this contract. The scope of collaboration shall include but is not limited to the negotiation, advertising, execution, sharing of resources, sharing of fees, and performance of any aspect whatsoever of the contract.



SELLER'S PROPERTY DISCLOSURE STATEMENT

SPD

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

1 **PROPERTY** 64 CLEARVIEW ROAD, WILLOW STREET, PA 17584
2 **SELLER** JOHN C. EVANS

3 INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

4 The Real Estate Seller Disclosure Law (68 P.S. §7301, et seq.) requires that before an agreement of sale is signed, the seller in a residential
5 real estate transfer must disclose all known **material defects** about the property being sold that are not readily observable. A **material defect**
6 is a problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or
7 that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is at or beyond the end
8 of its normal useful life is not by itself a material defect.

9 This property disclosure statement ("Statement") includes disclosures beyond the basic requirements of the Law and is designed to assist
10 Seller in complying with disclosure requirements and to assist Buyer in evaluating the property being considered. Sellers who wish to see
11 or use the basic disclosure form can find the form on the website of the Pennsylvania State Real Estate Commission. Neither this Statement
12 nor the basic disclosure form limits Seller's obligation to disclose a material defect.

13 This Statement discloses Seller's knowledge of the condition of the Property as of the date signed by Seller and is **not a substitute for any**
14 **inspections or warranties** that Buyer may wish to obtain. **This Statement is not a warranty of any kind by Seller or a warranty or rep-**
15 **resentation by any listing real estate broker, any selling real estate broker, or their licensees.** Buyer is encouraged to address concerns
16 about the condition of the Property that may not be included in this Statement.

17 **The Law provides exceptions (listed below) where a property disclosure statement does not have to be completed. All other sellers**
18 **are obligated to complete a property disclosure statement, even if they do not occupy or have never occupied the Property.**

- 19 1. Transfers by a fiduciary during the administration of a decedent estate, guardianship, conservatorship or trust.
- 20 2. Transfers as a result of a court order.
- 21 3. Transfers to a mortgage lender that results from a buyer's default and subsequent foreclosure sales that result from default.
- 22 4. Transfers from a co-owner to one or more other co-owners.
- 23 5. Transfers made to a spouse or direct descendant.
- 24 6. Transfers between spouses as a result of divorce, legal separation or property settlement.
- 25 7. Transfers by a corporation, partnership or other association to its shareholders, partners or other equity owners as part of a plan of
26 liquidation.
- 27 8. Transfers of a property to be demolished or converted to non-residential use.
- 28 9. Transfers of unimproved real property.
- 29 10. Transfers of new construction that has never been occupied and:
 - 30 a. The buyer has received a one-year warranty covering the construction;
 - 31 b. The building has been inspected for compliance with the applicable building code or, if none, a nationally recognized model
32 building code; and
 - 33 c. A certificate of occupancy or a certificate of code compliance has been issued for the dwelling.

COMMON LAW DUTY TO DISCLOSE

34 Although the provisions of the Real Estate Seller Disclosure Law exclude some transfers from the requirement of completing a disclosure
35 statement, the Law does not excuse the seller's common law duty to disclose any known material defect(s) of the Property in order
36 to avoid fraud, misrepresentation or deceit in the transaction. **This duty continues until the date of settlement.**

EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

37 According to the provisions of the Real Estate Seller Disclosure Law, the undersigned executor, administrator or trustee is not required
38 to fill out a Seller's Property Disclosure Statement. **The executor, administrator or trustee, must, however, disclose any known**
39 **material defect(s) of the Property.**

40 _____ DATE _____
41 _____
42 _____

43 **Seller's Initials** JCE **Date** 4-13-24 **SPD Page 1 of 11** **Buyer's Initials** / **Date** _____





Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

1. SELLER'S EXPERTISE

(A) Does Seller possess expertise in contracting, engineering, architecture, environmental assessment or other areas related to the construction and conditions of the Property and its improvements?

(B) Is Seller the landlord for the Property?

(C) Is Seller a real estate licensee?

Explain any "yes" answers in Section 1: _____

	Yes	No	Unk	N/A
A		X		
B		X		
C		X		

2. OWNERSHIP/OCCUPANCY

(A) Occupancy

1. When was the Property most recently occupied? DECEMBER 2023

2. By how many people? 1

3. Was Seller the most recent occupant?

4. If "no," when did Seller most recently occupy the Property? _____

(B) Role of Individual Completing This Disclosure. Is the individual completing this form:

1. The owner

2. The executor or administrator

3. The trustee

4. An individual holding power of attorney

(C) When was the Property acquired? MARCH 1963

(D) List any animals that have lived in the residence(s) or other structures during your ownership: HORSE(S) IN BARN

Explain Section 2 (if needed): OWNER ASSISTED IN FORM PREPARATION BY JOHN EVANS II, SON AND POA.

	Yes	No	Unk	N/A
A1				
A2				
A3	X			
A4				
B1	X			
B2		X		
B3		X		
B4		X		
C				

3. CONDOMINIUMS/PLANNED COMMUNITIES/HOMEOWNERS ASSOCIATIONS

(A) Disclosures for condominiums and cooperatives are limited to Seller's particular unit(s). Disclosures regarding common areas or facilities are not required by the Real Estate Seller Disclosure Law.

(B) Type. Is the Property part of a(n):

1. Condominium

2. Homeowners association or planned community

3. Cooperative

4. Other type of association or community _____

(C) If "yes," how much are the fees? \$ _____, paid () Monthly () Quarterly () Yearly

(D) If "yes," are there any community services or systems that the association or community is responsible for supporting or maintaining? Explain: _____

(E) If "yes," provide the following information:

1. Community Name _____

2. Contact _____

3. Mailing Address _____

4. Telephone Number _____

(F) How much is the capital contribution/initiation fee(s)? \$ _____

	Yes	No	Unk	N/A
B1		X		
B2		X		
B3		X		
B4		X		
C				X
D		X		
E1				
E2				
E3				
E4				
F				

Notice to Buyer: A buyer of a resale unit in a condominium, cooperative, or planned community must receive a copy of the declaration (other than the plats and plans), the by-laws, the rules or regulations, and a certificate of resale issued by the association, condominium, cooperative, or planned community. Buyers may be responsible for capital contributions, initiation fees or similar one-time fees in addition to regular maintenance fees. The buyer will have the option of canceling the agreement with the return of all deposit monies until the certificate has been provided to the buyer and for five days thereafter or until conveyance, whichever occurs first.

4. ROOFS AND ATTIC

(A) Installation

1. When was or were the roof or roofs installed? _____

2. Do you have documentation (invoice, work order, warranty, etc.)? _____

(B) Repair

1. Was the roof or roofs or any portion of it or them replaced or repaired during your ownership?

2. If it or they were replaced or repaired, were any existing roofing materials removed?

(C) Issues

1. Has the roof or roofs ever leaked during your ownership?

2. Have there been any other leaks or moisture problems in the attic?

3. Are you aware of any past or present problems with the roof(s), attic, gutters, flashing or downspouts?

	Yes	No	Unk	N/A
A1			X	
A2		X		
B1	X			
B2	X			
C1	X			
C2		X		
C3		X		

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Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

Explain any "yes" answers in Section 4. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date they were done: SMALL LEAK IN LOWER ROOF NEAR FRONT DOOR AROUND 1980 - ROOF, FURNING REPAIRED.

5. BASEMENTS AND CRAWL SPACES

(A) Sump Pump

- Does the Property have a sump pit? If "yes," how many? 1
- Does the Property have a sump pump? If "yes," how many? 1
- If it has a sump pump, has it ever run?
- If it has a sump pump, is the sump pump in working order?

	Yes	No	Unk	N/A
A.1	X			
A.2	X			
A.3	X			
A.4	X			
B.1	X			
B.2		X		
B.3		X		

(B) Water Infiltration

- Are you aware of any past or present water leakage, accumulation, or dampness within the basement or crawl space?
- Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space?
- Are the downspouts or gutters connected to a public sewer system?

Explain any "yes" answers in Section 5. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date they were done: WELL PIT AREA IN BASEMENT ACCUMULATES WATER DURING HEAVY RAIN INFREQUENTLY, DISSIPATES ON ITS OWN.

6. TERMITES/WOOD-DESTROYING INSECTS, DRYROT, PESTS

(A) Status

- Are you aware of past or present dryrot, termites/wood-destroying insects or other pests on the Property?
- Are you aware of any damage caused by dryrot, termites/wood-destroying insects or other pests?

	Yes	No	Unk	N/A
A.1	X			
A.2		X		
B.1		X		
B.2	X			

(B) Treatment

- Is the Property currently under contract by a licensed pest control company?
- Are you aware of any termite/pest control reports or treatments for the Property?

Explain any "yes" answers in Section 6. Include the name of any service/treatment provider, if applicable: BOON TASTED FOR TERMITES AS RECENTLY AS 2023 AS PREVENTATIVE MAINTENANCE & INSPECTED - KINGNEEL'S PEST CONTROL 3830 COLUMBIA AVE MOJIBVILLE PA 17554, 717-285-9115.

7. STRUCTURAL ITEMS

- Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, or other structural components?
- Are you aware of any past or present problems with driveways, walkways, patios or retaining walls on the Property?
- Are you aware of any past or present water infiltration in the house or other structures, other than the roof(s), basement or crawl space(s)?
- Stucco and Exterior Synthetic Finishing Systems**
 - Is any part of the Property constructed with stucco or an Exterior Insulating Finishing System (EIFS) such as Dryvit or synthetic stucco, synthetic brick or synthetic stone?
 - If "yes," indicate type(s) and location(s) _____
 - If "yes," provide date(s) installed _____
- Are you aware of any fire, storm/weather-related, water, hail or ice damage to the Property?
- Are you aware of any defects (including stains) in flooring or floor coverings?

	Yes	No	Unk	N/A
A		X		
B		X		
C		X		
D.1		X		
D.2				X
D.3				X
E		X		
F		X		

Explain any "yes" answers in Section 7. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date the work was done: _____

8. ADDITIONS/ALTERATIONS

(A) Have any additions, structural changes or other alterations (including remodeling) been made to the Property during your ownership? Itemize and date all additions/alterations below.

	Yes	No	Unk	N/A
A				

Addition, structural change or alteration (continued on following page)	Approximate date of work	Were permits obtained? (Yes/No/Unk/NA)	Final inspections/ approvals obtained? (Yes/No/Unk/NA)
<u>FABRI POND ENCLOSURE, REMODEL LIVING AREA</u>	<u>~1974-78</u>	<u>YES</u>	<u>YES</u>
<u>EXTENSION POND ADDITION</u>	<u>~1974-78</u>	<u>UNK</u>	<u>UNK</u>

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Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

Table with 4 columns: Addition, structural change or alteration; Approximate date of work; Were permits obtained? (Yes/No/Unk/NA); Final inspections/approvals obtained? (Yes/No/Unk/NA)

A sheet describing other additions and alterations is attached.

(B) Are you aware of any private or public architectural review control of the Property other than zoning codes? If "yes," explain:

Response grid for (B) with columns Yes, No, Unk, N/A. 'No' is checked.

Note to Buyer: The PA Construction Code Act, 35 P.S. §7210 et seq. (effective 2004), and local codes establish standards for building and altering properties. Buyers should check with the municipality to determine if permits and/or approvals were necessary for disclosed work and if so, whether they were obtained. Where required permits were not obtained, the municipality might require the current owner to upgrade or remove changes made by the prior owners. Buyers can have the Property inspected by an expert in codes compliance to determine if issues exist. Expanded title insurance policies may be available for Buyers to cover the risk of work done to the Property by previous owners without a permit or approval.

Note to Buyer: According to the PA Stormwater Management Act, each municipality must enact a Storm Water Management Plan for drainage control and flood reduction. The municipality where the Property is located may impose restrictions on impervious or semi-pervious surfaces added to the Property. Buyers should contact the local office charged with overseeing the Stormwater Management Plan to determine if the prior addition of impervious or semi-pervious areas, such as walkways, decks, and swimming pools, might affect your ability to make future changes.

9. WATER SUPPLY

(A) Source. Is the source of your drinking water (check all that apply):

- 1. Public
2. A well on the Property
3. Community water
4. A holding tank
5. A cistern
6. A spring
7. Other
8. If no water service, explain:

Response grid for (A) with columns Yes, No, Unk, N/A. 'No' is checked for items 1, 2, 3, 4, 5, 6, 7.

(B) General

- 1. When was the water supply last tested? Test results:
2. Is the water system shared? If "yes," is there a written agreement?
4. Do you have a softener, filter or other conditioning system?
5. Is the softener, filter or other treatment system leased? From whom?
6. If your drinking water source is not public, is the pumping system in working order? If "no," explain:

(C) Bypass Valve (for properties with multiple sources of water)

- 1. Does your water source have a bypass valve?
2. If "yes," is the bypass valve working?

(D) Well

- 1. Has your well ever run dry?
2. Depth of well 13-15'
3. Gallons per minute: measured on (date)
4. Is there a well that is used for something other than the primary source of drinking water? If "yes," explain
5. If there is an unused well, is it capped?

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Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

(E) Issues table with columns Yes, No, Unk, N/A and rows E1, E2 containing questions about water supply leaks and problems.

Explain any problem(s) with your water supply. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date the work was done:

10. SEWAGE SYSTEM

(A) General table with columns Yes, No, Unk, N/A and rows A1-A4 containing questions about sewage system type and installation.

(B) Type table with columns Yes, No, Unk, N/A and rows B1-B4 containing questions about whether the property is served by public, community, or individual on-lot systems.

(C) Individual On-lot Sewage Disposal System table with columns Yes, No, Unk, N/A and rows C1-C10 containing detailed questions about disposal methods and well proximity.

(D) Tanks and Service table with columns Yes, No, Unk, N/A and rows D1-D5 containing questions about the presence and location of septic tanks.

(E) Abandoned Individual On-lot Sewage Disposal Systems and Septic table with columns Yes, No, Unk, N/A and rows E1-E2 containing questions about abandoned systems.

(F) Sewage Pumps table with columns Yes, No, Unk, N/A and rows F1-F5 containing questions about the presence and maintenance of sewage pumps.

(G) Issues table with columns Yes, No, Unk, N/A and rows G1-G4 containing questions about service frequency and waste water piping.

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Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

Explain any "yes" answers in Section 10. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date the work was done: _____

11. PLUMBING SYSTEM

(A) Material(s). Are the plumbing materials (check all that apply):

- 1. Copper
- 2. Galvanized
- 3. Lead
- 4. PVC
- 5. Polybutylene pipe (PB)
- 6. Cross-linked polyethylene (PEX)
- 7. Other _____

	Yes	No	Unk	N/A
A1	X			
A2		X		
A3		X		
A4	X			
A5		X		
A6		X		
A7		X		
B		X		

(B) Are you aware of any past or present problems with any of your plumbing fixtures (e.g., including but not limited to: kitchen, laundry, or bathroom fixtures; wet bars; exterior faucets; etc.)?

If "yes," explain: _____

12. DOMESTIC WATER HEATING

(A) Type(s). Is your water heating (check all that apply):

- 1. Electric
- 2. Natural gas
- 3. Fuel oil
- 4. Propane
 - If "yes," is the tank owned by Seller? _____
- 5. Solar
 - If "yes," is the system owned by Seller? _____
- 6. Geothermal
- 7. Other _____

	Yes	No	Unk	N/A
A1		X		
A2		X		
A3	X			
A4		X		
A5		X		X
A6		X		X
A7		X		
B1				
B2			X	
B3	X			
C		X		

(B) System(s)

- 1. How many water heaters are there? 1
- Tanks _____ Tankless 1
- 2. When were they installed? UNK
- 3. Is your water heater a summer/winter hook-up (integral system, hot water from the boiler, etc.)? _____

(C) Are you aware of any problems with any water heater or related equipment?

If "yes," explain: _____

13. HEATING SYSTEM

(A) Fuel Type(s). Is your heating source (check all that apply):

- 1. Electric
- 2. Natural gas
- 3. Fuel oil
- 4. Propane
 - If "yes," is the tank owned by Seller? _____
- 5. Geothermal
- 6. Coal
- 7. Wood
- 8. Solar shingles or panels
 - If "yes," is the system owned by Seller? _____
- 9. Other: _____

	Yes	No	Unk	N/A
A1	X			
A2		X		
A3	X			
A4	X			
A5		X		
A6		X		
A7		X		
A8		X		
A9		X		X
B1		X		
B2	X			
B3		X		
B4	X			
B5		X		
B6		X		
B7		X		

(B) System Type(s) (check all that apply):

- 1. Forced hot air
- 2. Hot water
- 3. Heat pump
- 4. Electric baseboard (27000 CAL)
- 5. Steam
- 6. Radiant flooring
- 7. Radiant ceiling

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Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

Form with questions 8-13, (C) Status, (D) Fireplaces and Chimneys, (E) Fuel Tanks, (F) Air Conditioning System, and a grid for Yes/No/Unk/N/A responses.

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Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

15. ELECTRICAL SYSTEM

(A) Type(s)

- 1. Does the electrical system have fuses?
2. Does the electrical system have circuit breakers?
3. Is the electrical system solar powered?
a. If "yes," is it entirely or partially solar powered?
b. If "yes," is any part of the system subject to a lease, financing or other agreement? If "yes," explain:

Table with 4 columns: Yes, No, Unk, N/A. Rows A1 through D.

- (B) What is the system amperage? 200
(C) Are you aware of any knob and tube wiring in the Property?
(D) Are you aware of any problems or repairs needed in the electrical system? If "yes," explain:

16. OTHER EQUIPMENT AND APPLIANCES

(A) THIS SECTION IS INTENDED TO IDENTIFY PROBLEMS OR REPAIRS and must be completed for each item that will, or may, be included with the Property. The terms of the Agreement of Sale negotiated between Buyer and Seller will determine which items, if any, are included in the purchase of the Property. THE FACT THAT AN ITEM IS LISTED DOES NOT MEAN IT IS INCLUDED IN THE AGREEMENT OF SALE.

(B) Are you aware of any problems or repairs needed to any of the following:

Table with 9 columns: Item, Yes, No, N/A, Item, Yes, No, N/A. Lists various household items like A/C units, attic fans, awnings, etc.

(C) Explain any "yes" answers in Section 16: RANGE - CLOCK/DISPLAY NOT FUNCTIONING FIRST PLACE - PILOT LIGHT NEEDS LIT/REPAIRED

17. POOLS, SPAS AND HOT TUBS

- (A) Is there a swimming pool on the Property? If "yes,":
1. Above-ground or in-ground?
2. Saltwater or chlorine?
3. If heated, what is the heat source?
4. Vinyl-lined, fiberglass or concrete-lined?
5. What is the depth of the swimming pool?
6. Are you aware of any problems with the swimming pool?
7. Are you aware of any problems with any of the swimming pool equipment (cover, filter, ladder, lighting, pump, etc.)?

Table with 4 columns: Yes, No, Unk, N/A. Rows A through D2.

- (B) Is there a spa or hot tub on the Property?
1. Are you aware of any problems with the spa or hot tub?
2. Are you aware of any problems with any of the spa or hot tub equipment (steps, lighting, jets, cover, etc.)?

(C) Explain any problems in Section 17:

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Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

18. WINDOWS
(A) Have any windows or skylights been replaced during your ownership of the Property?
(B) Are you aware of any problems with the windows or skylights?

Explain any "yes" answers in Section 18. Include the location and extent of any problem(s) and any repair, replacement or remediation efforts, the name of the person or company who did the repairs and the date the work was done: WINDOWS REPLACED AND DIVERSE TIME DATES UNKNOWN

19. LAND/SOILS
(A) Property
1. Are you aware of any fill or expansive soil on the Property?
2. Are you aware of any sliding, settling, earth movement, upheaval, subsidence, sinkholes or earth stability problems that have occurred on or affect the Property?
3. Are you aware of sewage sludge (other than commercially available fertilizer products) being spread on the Property?
4. Have you received written notice of sewage sludge being spread on an adjacent property?
5. Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations on the Property?

Note to Buyer: The Property may be subject to mine subsidence damage. Maps of the counties and mines where mine subsidence damage may occur and further information on mine subsidence insurance are available through Department of Environmental Protection Mine Subsidence Insurance Fund, (800) 922-1678 or ra-cpmis@pa.gov.

(B) Preferential Assessment and Development Rights
Is the Property, or a portion of it, preferentially assessed for tax purposes, or subject to limited development rights under the:
1. Farmland and Forest Land Assessment Act - 72 P.S. §5490.1, et seq. (Clean and Green Program)
2. Open Space Act - 16 P.S. §11941, et seq.
3. Agricultural Area Security Law - 3 P.S. §901, et seq. (Development Rights)
4. Any other law/program:

Note to Buyer: Pennsylvania has enacted the Right to Farm Act (3 P.S. § 951-957) in an effort to limit the circumstances under which agricultural operations may be subject to nuisance suits or ordinances. Buyers are encouraged to investigate whether any agricultural operations covered by the Act operate in the vicinity of the Property.

(C) Property Rights
Are you aware of the transfer, sale and/or lease of any of the following property rights (by you or a previous owner of the Property):
1. Timber
2. Coal
3. Oil
4. Natural gas
5. Mineral or other rights (such as farming rights, hunting rights, quarrying rights) Explain:

Note to Buyer: Before entering into an agreement of sale, Buyer can investigate the status of these rights by, among other means, engaging legal counsel, obtaining a title examination of unlimited years and searching the official records in the county Office of the Recorder of Deeds, and elsewhere. Buyer is also advised to investigate the terms of any existing leases, as Buyer may be subject to terms of those leases.

Explain any "yes" answers in Section 19: TILLABLE LAND EAST OF CREAMWELL ROAD LEASED TO FARMER JEFF FAY FOR 2024

20. FLOODING, DRAINAGE AND BOUNDARIES
(A) Flooding/Drainage
1. Is any part of this Property located in a wetlands area?
2. Is the Property, or any part of it, designated a Special Flood Hazard Area (SFHA)?
3. Do you maintain flood insurance on this Property?
4. Are you aware of any past or present drainage or flooding problems affecting the Property?
5. Are you aware of any drainage or flooding mitigation on the Property?
6. Are you aware of the presence on the Property of any man-made feature that temporarily or permanently conveys or manages storm water, including any basin, pond, ditch, drain, swale, culvert, pipe or other feature?
7. If "yes," are you responsible for maintaining or repairing that feature which conveys or manages storm water for the Property?

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Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

Explain any "yes" answers in Section 20(A). Include dates, the location and extent of flooding and the condition of any man-made storm water management features: UNKNOWN DATES - INSTALLED CURBETS EAST SIDE OF CROWNVIEW ROAD -

(B) Boundaries

- 1. Are you aware of encroachments, boundary line disputes, or easements affecting the Property?
2. Is the Property accessed directly (without crossing any other property) by or from a public road?
3. Can the Property be accessed from a private road or lane?
4. Are you aware of any shared or common areas (driveways, bridges, docks, walls, etc.) or maintenance agreements?

Table with 4 columns: Yes, No, Unk, N/A. Rows B1-B4 showing responses for boundary questions.

Note to Buyer: Most properties have easements running across them for utility services and other reasons. In many cases, the easements do not restrict the ordinary use of the property, and Seller may not be readily aware of them.

Explain any "yes" answers in Section 20(B):

21. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

(A) Mold and Indoor Air Quality (other than radon)

- 1. Are you aware of any tests for mold, fungi, or indoor air quality in the Property?
2. Other than general household cleaning, have you taken any efforts to control or remediate mold or mold-like substances in the Property?

Table with 4 columns: Yes, No, Unk, N/A. Rows A1-A2 showing responses for mold and indoor air quality.

Note to Buyer: Individuals may be affected differently, or not at all, by mold contamination or indoor air quality is a concern, buyers are encouraged to engage the services of a qualified professional to do testing.

(B) Radon

- 1. Are you aware of any tests for radon gas that have been performed in any buildings on the Property?
2. If "yes," provide test date and results 7-2022 UNKNOWN
3. Are you aware of any radon removal system on the Property?

Table with 4 columns: Yes, No, Unk, N/A. Rows B1-B3 showing responses for radon testing.

(C) Lead Paint

- If the Property was constructed, or if construction began, before 1978, you must disclose any knowledge of, and records and reports about, lead-based paint on the Property on a separate disclosure form.
1. Are you aware of any lead-based paint or lead-based paint hazards on the Property?
2. Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the Property?

Table with 4 columns: Yes, No, Unk, N/A. Rows C1-C2 showing responses for lead paint.

(D) Tanks

- 1. Are you aware of any existing underground tanks?
2. Are you aware of any underground tanks that have been removed or filled?

Table with 4 columns: Yes, No, Unk, N/A. Rows D1-D2 showing responses for tanks.

(E) Dumping. Has any portion of the Property been used for waste or refuse disposal or storage?

If "yes," location:

Table with 4 columns: Yes, No, Unk, N/A. Row E showing response for dumping.

(F) Other

- 1. Are you aware of any past or present hazardous substances on the Property (structure or soil) such as, but not limited to, asbestos or polychlorinated biphenyls (PCBs)?
2. Are you aware of any other hazardous substances or environmental concerns that may affect the Property?
3. If "yes," have you received written notice regarding such concerns?
4. Are you aware of testing on the Property for any other hazardous substances or environmental concerns?

Table with 4 columns: Yes, No, Unk, N/A. Rows F1-F4 showing responses for other hazardous substances.

Explain any "yes" answers in Section 21. Include test results and the location of the hazardous substance(s) or environmental issue(s):

22. MISCELLANEOUS

(A) Deeds, Restrictions and Title

- 1. Are there any deed restrictions or restrictive covenants that apply to the Property?
2. Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the Property?

Table with 4 columns: Yes, No, Unk, N/A. Rows A1-A2 showing responses for deeds and restrictions.

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508 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
509 **Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.**

		Yes	No	Unk	N/A
510	3. Are you aware of any reason, including a defect in title or contractual obligation such as an option or right of first refusal, that would prevent you from giving a warranty deed or conveying title to the Property?		X		
511					
512					
513	(B) Financial				
514	1. Are you aware of any public improvement, condominium or homeowner association assessments against the Property that remain unpaid or of any violations of zoning, housing, building, safety or fire ordinances or other use restriction ordinances that remain uncorrected?		X		
515					
516					
517	2. Are you aware of any mortgages, judgments, encumbrances, liens, overdue payments on a support obligation, or other debts against this Property or Seller that cannot be satisfied by the proceeds of this sale?		X		
518					
519					
520	3. Are you aware of any insurance claims filed relating to the Property during your ownership?		X		
521					
522	(C) Legal				
523	1. Are you aware of any violations of federal, state, or local laws or regulations relating to this Property?		X		
524					
525	2. Are you aware of any existing or threatened legal action affecting the Property?		X		
526					
527	(D) Additional Material Defects				
528	1. Are you aware of any material defects to the Property, dwelling, or fixtures which are not disclosed elsewhere on this form?		X		
529					
530	<i>Note to Buyer: A material defect is a problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is at or beyond the end of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.</i>				
531					
532	2. After completing this form, if Seller becomes aware of additional information about the Property, including through inspection reports from a buyer, the Seller must update the Seller's Property Disclosure Statement and/or attach the inspection report(s). These inspection reports are for informational purposes only.				
533					
534					
535	Explain any "yes" answers in Section 22: _____				
536	_____				

- 537 **23. ATTACHMENTS**
- 538 **(A) The following are part of this Disclosure if checked:**
- 539 Seller's Property Disclosure Statement Addendum (PAR Form SDA)
- 540 _____
- 541 _____
- 542 _____

605 The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete to the best
606 of Seller's knowledge. Seller hereby authorizes the Listing Broker to provide this information to prospective buyers of the prop-
607 erty and to other real estate licensees. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMA-
608 TION CONTAINED IN THIS STATEMENT. If any information supplied on this form becomes inaccurate following comple-
609 tion of this form, Seller shall notify Buyer in writing.

608 SELLER John C. Crans DATE 13-24

609 SELLER _____ DATE _____

610 SELLER _____ DATE _____

611 SELLER _____ DATE _____

612 SELLER _____ DATE _____

613 SELLER _____ DATE _____

614 **RECEIPT AND ACKNOWLEDGEMENT BY BUYER**

615 The undersigned Buyer acknowledges receipt of this Statement. Buyer acknowledges that this Statement is not a warranty and
616 that, unless stated otherwise in the sales contract, Buyer is purchasing this property in its present condition. It is Buyer's re-
617 sponsibility to satisfy himself or herself as to the condition of the property. Buyer may request that the property be inspected, at
618 Buyer's expense and by qualified professionals, to determine the condition of the structure or its components.

619 BUYER _____ DATE _____

620 BUYER _____ DATE _____

621 BUYER _____ DATE _____



RESIDENTIAL LEAD-BASED PAINT HAZARDS DISCLOSURE FORM

LPD

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR)

THIS FORM MUST BE COMPLETED FOR ANY PROPERTY BUILT PRIOR TO 1978

1 PROPERTY 64 CLEARVIEW ROAD, WILLOW STREET, PA 17584
 2 SELLER JOHN C. EVANS

3 **LEAD WARNING STATEMENT**
 4 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such
 5 property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead
 6 poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient,
 7 behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest
 8 in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or
 9 inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for
 10 possible lead-based paint hazards is recommended prior to purchase.

11 **SELLER'S DISCLOSURE**
 12 / ___ Seller has no knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property.
 13 ___ / ___ Seller has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property. (Provide the
 14 basis for determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces, and other
 15 available information concerning Seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards.)
 16

17 **SELLER'S RECORDS/REPORTS**
 18 / ___ Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in or about the Property.
 19 ___ / ___ Seller has provided Buyer with all available records and reports regarding lead-based paint and/or lead-based paint hazards in
 20 or about the Property. (List documents): _____
 21

22 Seller certifies that to the best of Seller's knowledge the above statements are true and accurate.
 23 SELLER John C. Evans DATE 4-13-24
 24 SELLER DATE
 25 SELLER DATE

26 **BUYER**
 27 DATE OF AGREEMENT
 28 **BUYER'S ACKNOWLEDGMENT**
 29 ___ / ___ Buyer has received the pamphlet *Protect Your Family from Lead in Your Home* and has read the Lead Warning Statement.
 30 ___ / ___ Buyer has reviewed Seller's disclosure of known lead-based paint and/or lead-based paint hazards and has received the records
 31 and reports regarding lead-based paint and/or lead-based paint hazards identified above.
 32 Buyer has (initial one):
 33 ___ / ___ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of
 34 lead-based paint and/or lead-based paint hazards; or
 35 ___ / ___ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based
 36 paint hazards.

37 Buyer certifies that to the best of Buyer's knowledge the statements contained in Buyer's acknowledgement are true and accurate.
 38 BUYER DATE
 39 BUYER DATE
 40 BUYER DATE

41 **AGENT ACKNOWLEDGEMENT AND CERTIFICATION**
 42 KMH Agent/Licensee represents that Agent has informed Seller of Seller's obligations under the Residential Lead-Based-Paint
 43 Hazard Reduction Act, 42 U.S.C. §4852(d), and is aware of Agent's responsibility to ensure compliance.
 44 The following have reviewed the information above and certify that the Agent statements are true to the best of their knowledge and belief.
 45 Seller Agent and Buyer Agent must both sign this form.

46 **BROKER FOR SELLER (Company Name)** Hurley Real Estate and Auctions
 47 LICENSEE Kaleb Hurley DATE 4-13-24
 48 **BROKER FOR BUYER (Company Name)** _____
 49 LICENSEE DATE



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10/16



Buying Real Estate at auction is easy and fun. We are dedicated to providing the best possible experience for our buyers.

- Do your homework! Inspect the property and review the information packet. We want you to be comfortable and confident about your purchase.
- What does the term “Reserve” mean? Under a reserve auction, the auctioneer will submit the highest and best bid to the seller. The seller has the right to accept or reject that bid.
- What does the term “Absolute” mean? In an absolute auction, the property will be sold to the last and highest bidder regardless of price.
- Do I need to pre-qualify? No. We normally do not require any pre-qualification to bid. However, if you intend to obtain bank financing, the bank will require you to qualify for their loan. The deposit you make on auction day is not contingent upon financing. Financing information can be found within this packet.
- You will need a down payment as described in the general information section.
- The auction will begin promptly at the scheduled time. You should arrive at least 30 minutes early to register with our staff. You will need your driver’s license or another form of photo ID.
- Listen carefully to all announcements made on the day of the auction. Please ask any questions you may have.
- When the auction actually begins, the auctioneer will ask for bids. He will say numbers until someone in the crowd agrees to offer the amount asked for. For example, the auctioneer may ask for \$250,000 and he may need to come down to \$225,000 until somebody agrees to bid. At this point the auction begins and the bidding begins to go up. The auctioneer will call out the next bid he is looking for. If you are willing to pay that amount, simply raise your hand. There may be several people bidding at first, so don’t be shy—raise your hand. If you feel the auctioneer doesn’t see you, don’t be afraid to wave your hand or call out. Eventually everyone will drop out but one bidder. At this point, if the property reaches an amount approved by the seller, the property will be sold to the high bidder. If it doesn’t reach a price acceptable by the seller, the high bidder may then negotiate with the seller.
- If you are the winning bidder, you will then be declared the purchaser and will be directed how to finalize the sale by signing the sales agreement and paying the required down payment.
- It is the Buyer’s responsibility to schedule the settlement with the desired settlement company. If you need assistance in locating one near you, please let us know.



Acceptable Methods of Payment

1. **Cash** (payments of \$10,000 and above require completion of IRS Form 8300).
2. **Certified or Cashier's Check** payable to Hurley Auctions.
3. **Personal Check** accompanied by a **Bank Letter of Guarantee** (see sample below). Letter must read as follows and must be signed by an officer of the bank.
4. **Wire Transfer** | There is a \$30.00 wire fee added to all transactions paid by buyer. Please call our office for additional information.

Example Bank Letter of Guarantee:

Date: (Date of letter)

To: Hurley Real Estate and Auctions
2800 Buchanan Trail East
Greencastle, PA 17225

Re: (Full name of customer requesting Letter of Guarantee)

This letter will serve as your notification that the (Name of Financial Institution) will honor/guarantee payment of any check(s) written by (Customer), up to the amount of \$_____.

Drawn on account # (Customer's account number).

This guarantee will apply only to Hurley Real Estate and Auctions for purchases made on (Date of Sale) only. **NO STOP PAYMENTS WILL BE ISSUED.**

If further information is required, please feel free to contact this office.

Sincerely,

Name of Officer
Title
Bank & Location
Office Phone #



Purchasing a property at auction has never been easier!

In fact, each year real estate auctions become more and more popular. The following financial institution/ mortgage companies are familiar with the auction process and have representatives available to pre-qualify and assist you in all your real estate auction financing needs.



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LOAN OFFICER
NMLS# 1400678

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W REVOLUTIONMORTGAGE.COM/BPERESCHUK

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Frederick, MD 21704

NMLS#1686046
Equal Housing Opportunity Lender



Patriot
FEDERAL CREDIT UNION

Amanda Fishel
Mortgage Officer
NMLS# 1028035

afishel@patriotfcu.org
(717) 709-2570
patriotfcu.org

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Jordan Hurrell, NMLS# 2126111	(717) 250-9592
Dawn Snyder, NMLS# 770951	(814) 617-1519
Dan Nead, NMLS# 2127785	(814) 599-4449
Jessica Rosman, NMLS# 897779	(814) 617-3906
Chris Dunbar, NMLS# 1139494	(717) 250-3317



The following settlement companies are familiar with the auction process and have representatives available to assist you in all your real estate auction settlement needs.



Nathan C. Bonner – Title Agent
2021 East Main Street
Waynesboro, PA 17268
(717) 762-1415 or (717) 263-5001
nathan@buchanansettlements.com
www.buchanansettlements.com



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Real Estate Settlement Services, Inc.

Clinton T. Barkdoll, Attorney/Title Agent
Susan E. Shetter, Title Agent

9 East Main Street
Waynesboro, PA 17268

Telephone 717-762-3374
Facsimile 717-762-3395
Email sue@kullalaw.com



Lesa Davis



Licensed in MD, PA & WV
1185 Mount Aetna Road
Hagerstown, Maryland 21740
Phone: 301-797-0600 Fax: 301-797-3511
Cell: 301-471-4839
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17A W. Baltimore Street, Greencastle, PA 17225 • 717.593.9300



Real Estate Settlement Services, Inc.
19 Fifth Avenue
Chambersburg, PA 17201

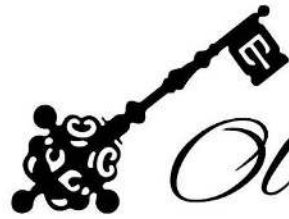
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HURLEY
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ABOUT US

Thank you for inquiring about our services. We appreciate your interest in our company and the auction method of marketing.

Hurley Real Estate and Auctions is a full-service auction company offering real estate and personal property auctions. We specialize in farm, land, and home real estate auctions. We also handle personal property auctions, farm sales, and estate and/or business liquidations. Having sold over 3,000 properties, Hurley Real Estate and Auctions has vast experience selling real estate and is the first choice for the Mid-Atlantic region.

Hurley Real Estate and Auctions is a family company built on the main mantra: helping hands for all lands. We are proud to extend our personal touch service, regional focus, and diverse experience as we earn the right to be your trusted auction partner.

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H.K. Keller AY-002116

*Matthew Hurley AU003413L • Kaleb Hurley AU006233 • AY002056
Matthew Hurley, Broker: PA RM421467; MD 597462; WV WVB230300885
Kaleb Hurley, Agent: PA RS360491; MD 5009812*