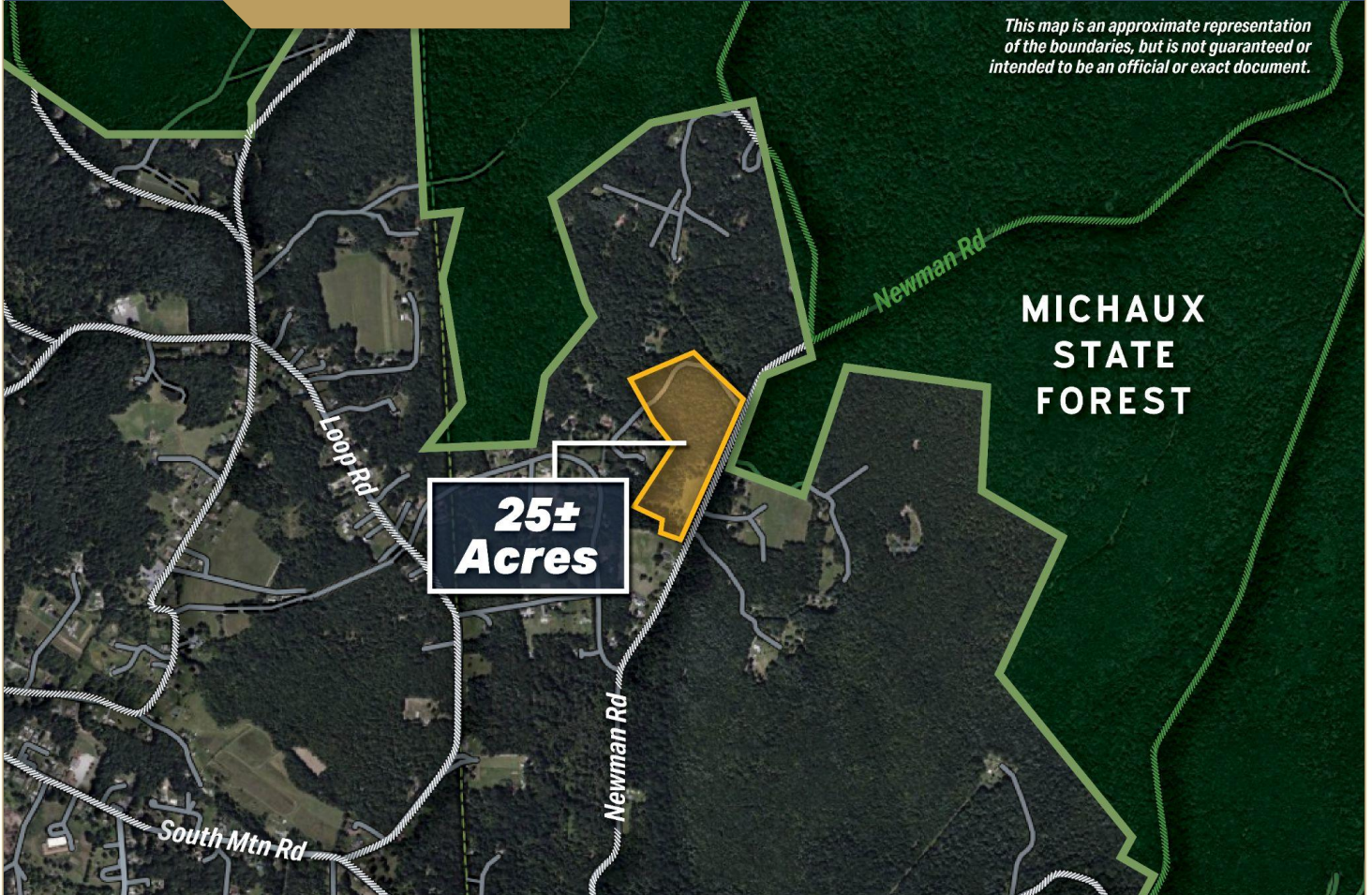


# HURLEY

## REAL ESTATE & AUCTIONS

2800 BUCHANAN TRL E | GREENCASTLE | PA 17225

*This map is an approximate representation of the boundaries, but is not guaranteed or intended to be an official or exact document.*



### 2137 Newman Rd, Fayetteville, PA 17222

25.87± wooded acres bordering Michaux State Forest with great hunting, wildlife, and views. Includes a 4-bedroom home with sun porch and carports. Owner financing available.

Auction Date: Tuesday, February 17, 2026 @ 3pm

Open Houses: Saturday, February 7, 2026, 2pm-3pm  
Thursday, February 12, 2026, 4:30pm-5:30pm

AV002056 | Matthew Hurley AU003413L, Broker: PA RM421467; MD 597462; WV WVB230300885; VA 0225271921 | Kaleb Hurley AU006233, Agent: PA RS360491; MD 5009812 | Jacob Hurley AU006421

**HURLEYAUCTIONS.COM** | **717-597-9100**





Dear Prospective Buyer,

Hurley Real Estate & Auctions is pleased to have been chosen to offer you this property. We encourage all potential buyers to inspect the property and the enclosed information prior to bidding. For your convenience, we've included the following:

- General Information
- Deed
- Clean and Green
- 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 Tuesday, February 17, 2026.

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. 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:** YOUR OWN PIECE OF HEAVEN AWAITS! This exceptional 25.87± acre property offers outstanding hunting, abundant wildlife, and is located directly across the road from over 10,000 acres of Michaux State Forest. Enjoy breathtaking views and a truly peaceful setting where deer, turkey, and other wildlife are plentiful. The updated home features 4 bedrooms, 1 bathroom, a living room, dining room, kitchen, a spacious sun porch, and large carports—providing plenty of room for family, guests, or outdoor gear. Owner financing may be available. Private and secluded, yet conveniently located near Route 30, Mont Alto, and Fayetteville, PA, this property offers the perfect blend of tranquility and accessibility. Property is in clean and green.

**This home has the following features:**

- 4 Bedrooms
- Bedroom 1: 11 x 27
- Bedroom 2: 11 x 14
- Bedroom 3: 10 x 10
- Bedroom 4: 11 x 12
- Living Room: 12 x 18
- Family Room: 11 x 24
- Kitchen: 12 x 12
- Enclosed Porch: 8 x 24

**Year House Built:** 1985

**Acreage:** 25.87± Acres

**County:** Adams

**Zoning/Land Use:** Please call Hamiltonban Township Zoning Officer/UCC at (717) 496-4996

**Taxes:** Approximately \$1,661

**Tax ID:** 18A12-0016---000

**Utilities:**

- Water: Well
- Sewer: Septic
- Heating: Baseboard Electric/ Propane Forced Air
- Cooling: N/A

**School District:** Fairfield Area

**Local Hospital:** Wellspan Waynesboro



**THIS DEED**

Made this 28<sup>th</sup> day of May, 2025,

BETWEEN: Dorothy B. Sprow, of 2137 Newman Road, Fayetteville, Pennsylvania, by and through her attorney-in-fact, Clark C. Crider, duly constituted Power of Attorney dated February 14, 2025 and recorded among the deed records of Adams County at Deed Book 7336, Page 405, hereinafter referred to as GRANTOR;

AND: Ray L. Nicarry, of 1024 Laurich Drive, Chambersburg, Pennsylvania, hereinafter referred to as GRANTEE;

WITNESSETH, that in consideration of the sum of Two Hundred Seventy Thousand Dollars (\$270,000.00), in hand paid, the receipt whereof is hereby acknowledged, the Grantor, by and through her duly appointed Power of Attorney Clark C. Crider does hereby grant and convey, in fee simple, to said Grantee;

ALL THAT LOT of ground with improvements lying and being situate in Hamiltonban Township, Adams County, Pennsylvania, bounded and described as follows:

**Tract No.1:**

BEGINNING at a stone heap and corner between lands now or formerly of Samuel Small and now or formerly of Leonard Cauffman; thence South 67 ½ degrees East, 9 chains of 4 rods or 100 links to a stone on the side of a public road; thence North 25 degrees East 20 chains to a stone in said road; thence North 45 degrees West, 11 chains to a stone; thence South 68 ¼ degrees West, 10 chains and 24 links to stone heap; thence South 30 degrees East, 6 chains and 60 links to a stone; thence South 39 ½ degrees East, 4 chains and 92 links to stones; thence 36 degrees West, 11 chains and 50 links to the place of beginning. CONTAINING 24 acres and 33 perches, neat measure.

**Tract No. 2:**

BEGINNING at a stone heap, corner of lands now or formerly of Leonard Cauffman and lands now or formerly of J. Wesley Cauffman; thence South 67 ½ degrees East, 18.6 perches to stones; thence to other lands now or formerly of Leonard Cauffman, South 25 degrees West, 8.6 perches to stone; thence 67 ½ degrees West, 18.4 perches to stone; thence North 21 ½ degrees West 8.56 perches to the place of beginning. CONTAINING 1 acre, neat measure.

BEING the same real estate which Dorothy B. Sprow, Administratrix CTA of the Estate of Lewis C. Sprow, by deed dated July 12, 2023 and recorded July 21, 2023, in Adams County, in Record Book 7118, Page 210, conveyed unto Dorothy B. Sprow, Grantor herein.



SUBJECT TO ANY OTHER RESRTICTIONS, RESERVATIONS AND EXCEPTIONS AFFECTING THE REAL ESTATE.

*Together* with all and singular buildings, improvements, ways, waters, water-courses, driveways, rights, liberties, hereditaments and appurtenances, whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, in law, equity, or otherwise howsoever of, in, and to the same and every part thereof.

*To have and to hold* the said buildings with the hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto said Grantee, and any heirs and assigns, to and for the only proper use and behoof of he said Grantee and any such heirs and assigns, forever.

*And* the said Grantee, Dorothy B. Sprow, covenants and promises and agrees to and with said Grantee and any heirs and assigns, that she has not done, committed, or knowingly or willingly suffered to be done or committed any act, matter or thing whatsoever whereby the premised hereby granted, or any part thereof, is, are, shall or may be impeached, charged or encumbered, in title, charge, estate, or otherwise howsoever.

IN WITNESS WHEREOF, the said Grantor, by and through her duly appointed Power of Attorney, Clark C. Crider, in which said Power of Attorney document has been duly recorded in the records of Adams County, Pennsylvania prior to or contemporaneously with this Deed, hereunto sets the Grantor's hand and seal the day and year first above written:

Sealed and delivered  
in the presence of:

Martin T. [Signature]  
Witness

✓  
Clark C. Crider POA  
Dorothy B. Sprow, Grantor,  
By and through her duly appointed Attorney-  
in Fact, Clark C. Crider



**Adams County**  
**CLEAN & GREEN APPLICATION**  
**Agricultural Use-Value Assessment of Land**  
**For Taxing Purposes**

# 145577

District 18 Hamilton Map A12 Parcel 16 Date 5-11-92 County ADAMS  
 Owner's Name James E. Neasbit et al  
 Address 890 Mt. Cydonia Rd.  
Fayetteville, Pa. 17222  
 Phone Number (717) 352-3902

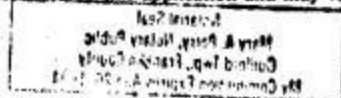
The purpose of this law is to encourage the preservation of Agricultural Farm Land and Forest Land. Application is hereby made for preferential assessment of certain land, under the Pennsylvania Farm Land and Forest Land Assessment Act of 1974 for the tax year, beginning 1992.

Your land, as described on this application, may be eligible under Act 319 when it meets the minimum qualifications for any one of the three use categories: Agricultural Use, Agricultural Reserve, and Forest Reserve. See the eligibility requirements, as described on the Department of Agriculture Form AAO-86. Your eligibility will be determined by your answer to the following questions.

**Answer all questions!**

				N/A	Yes	No					N/A	Yes	No
1.	Is this parcel 10 contiguous acres or more in size?				<input checked="" type="checkbox"/>	<input type="checkbox"/>	7.	If this parcel is found <i>not eligible</i> 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?				<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.	Does this application represent the total acres in the parcel?				<input checked="" type="checkbox"/>	<input type="checkbox"/>		If your answer is yes to Question 7, do you agree to these stated conditions?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.	If this parcel is <i>less than 10 acres</i> , 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?			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8.	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.			<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.	If this parcel has open tillable land, is it now devoted to Agricultural Use, and has it been so for the preceding three years?			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9.	Please check each that applies:					
5.	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?			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A.	Do you have an approved Conservation plan?		<input type="checkbox"/>	<input checked="" type="checkbox"/>		
6.	Do you or anyone else currently conduct any non-agricultural commercial business on this land parcel?			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B.	Is this parcel now approved under Act 515?		<input type="checkbox"/>	<input checked="" type="checkbox"/>		
	If the answer is yes, list or describe those activities here:						C.	Do you lease any minerals on this parcel?			<input type="checkbox"/>	<input checked="" type="checkbox"/>	
								Inactive _____; Active _____		<input type="checkbox"/>	<input checked="" type="checkbox"/>		
							D.	Is this parcel located next to environmentally significant areas, such as: parks, historic areas, lakes, etc.?		<input type="checkbox"/>	<input checked="" type="checkbox"/>		

Note! The Soil Information and Productivity Indexes will seldom change; however, the "base" values may change as economic conditions change. Therefore, the indicated values are not fixed by this application and may vary from time to time.



(Over)

BK0007P60751

12, A12-2016 2500ac. Road 595-689



SUBJECT TO ANY OTHER RESRTICTIONS, RESERVATIONS AND EXCEPTIONS AFFECTING THE REAL ESTATE.

*Together* with all and singular buildings, improvements, ways, waters, water-courses, driveways, rights, liberties, hereditaments and appurtenances, whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, in law, equity, or otherwise howsoever of, in, and to the same and every part thereof.

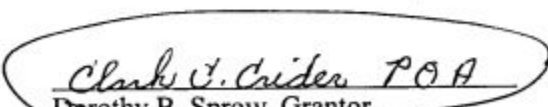
*To have and to hold* the said buildings with the hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto said Grantee, and any heirs and assigns, to and for the only proper use and behoof of he said Grantee and any such heirs and assigns, forever.

*And* the said Grantee, Dorothy B. Sprow, covenants and promises and agrees to and with said Grantee and any heirs and assigns, that she has not done, committed, or knowingly or willingly suffered to be done or committed any act, matter or thing whatsoever whereby the premised hereby granted, or any part thereof, is, are, shall or may be impeached, charged or encumbered, in title, charge, estate, or otherwise howsoever.

IN WITNESS WHEREOF, the said Grantor, by and through her duly appointed Power of Attorney, Clark C. Crider, in which said Power of Attorney document has been duly recorded in the records of Adams County, Pennsylvania prior to or contemporaneously with this Deed, hereunto sets the Grantor's hand and seal the day and year first above written:

Sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
Witness

✓  
  
\_\_\_\_\_  
Dorothy B. Sprow, Grantor,  
By and through her duly appointed Attorney-  
in Fact, Clark C. Crider





OWNED BY:

**Ray Nicarry**

LOCATED AT:

**2137 Newman Rd, Fayetteville, PA 17222**

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 Seller(s) when the property is struck down, and the balance, without interest, on or before **April 3, 2026** 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 Adams 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.
10. **Settlement Considerations** | The Seller will not pay points, settlement costs, or otherwise render financial assistance to the Buyer.
11. **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.
12. This agreement shall survive closing.
13. This agreement may be signed and transmitted by email.
14. 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** 2137 Newman Rd, Fayetteville, PA 17222

2 **SELLER** Ray Nicarry

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.

34 **COMMON LAW DUTY TO DISCLOSE**

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

38 **EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK**

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

42 \_\_\_\_\_ DATE \_\_\_\_\_

43 Seller's Initials \_\_\_\_ / \_\_\_\_ Date \_\_\_\_\_ SPD Page 1 of 11 Buyer's Initials \_\_\_\_ / \_\_\_\_ Date \_\_\_\_\_



Hurley Real Estate and Auctions, 1000 Buckhannon Trail East Greencastle PA 17124  
Kaleb Hurley

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rev. 3/21, rei. 7/21

Phone: 717-697-9100 Fax:  
Produced with Lone Wolf Transactions (2ipForm Edition) 747 N Harwood St, Suite 2200, Dallas, TX 75201 [www.hurley.com](http://www.hurley.com)



14 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  
15 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

16 **1. SELLER'S EXPERTISE**

- 17 (A) Does Seller possess expertise in contracting, engineering, architecture, environmental assessment or
- 18 other areas related to the construction and conditions of the Property and its improvements?
- 19 (B) Is Seller the landlord for the Property?
- 20 (C) Is Seller a real estate licensee?

	Yes	No	Unk	N/A
A		✓		
B		✓		
C		✓		

21 Explain any "yes" answers in Section 1: \_\_\_\_\_  
22 \_\_\_\_\_

23 **2. OWNERSHIP/OCCUPANCY**

- 24 (A) **Occupancy**
- 25 1. When was the Property most recently occupied? 2025
- 26 2. By how many people? 2
- 27 3. Was Seller the most recent occupant?
- 28 4. If "no," when did Seller most recently occupy the Property? Never
- 29 (B) **Role of Individual Completing This Disclosure.** Is the individual completing this form:
- 30 1. The owner
- 31 2. The executor or administrator
- 32 3. The trustee
- 33 4. An individual holding power of attorney
- 34 (C) When was the Property acquired? \_\_\_\_\_
- 35 (D) List any animals that have lived in the residence(s) or other structures during your ownership: \_\_\_\_\_

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

36 Explain Section 2 (if needed): \_\_\_\_\_  
37 \_\_\_\_\_

38 **3. CONDOMINIUMS/PLANNED COMMUNITIES/HOMEOWNERS ASSOCIATIONS**

- 39 (A) Disclosures for condominiums and cooperatives are limited to Seller's particular unit(s). Disclosures
- 40 regarding common areas or facilities are not required by the Real Estate Seller Disclosure Law.
- 41 (B) **Type.** Is the Property part of a(n):
- 42 1. Condominium
- 43 2. Homeowners association or planned community
- 44 3. Cooperative
- 45 4. Other type of association or community \_\_\_\_\_
- 46 (C) If "yes," how much are the fees? \$ \_\_\_\_\_, paid  Monthly  Quarterly  Yearly
- 47 (D) If "yes," are there any community services or systems that the association or community is responsi-
- 48 ble for supporting or maintaining? Explain: \_\_\_\_\_
- 49 (E) If "yes," provide the following information:
- 50 1. Community Name \_\_\_\_\_
- 51 2. Contact \_\_\_\_\_
- 52 3. Mailing Address \_\_\_\_\_
- 53 4. Telephone Number \_\_\_\_\_
- 54 (F) How much is the capital contribution/initiation fee(s)? \$ \_\_\_\_\_

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

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

60 **4. ROOFS AND ATTIC**

- 61 (A) **Installation**
- 62 1. When was or were the roof or roofs installed? \_\_\_\_\_
- 63 2. Do you have documentation (invoice, work order, warranty, etc.)? \_\_\_\_\_
- 64 (B) **Repair**
- 65 1. Was the roof or roofs or any portion of it or them replaced or repaired during your ownership?
- 66 2. If it or they were replaced or repaired, were any existing roofing materials removed?
- 67 (C) **Issues**
- 68 1. Has the roof or roofs ever leaked during your ownership?
- 69 2. Have there been any other leaks or moisture problems in the attic?
- 70 3. Are you aware of any past or present problems with the roof(s), attic, gutters, flashing or down-  
71 spouts? \_\_\_\_\_

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

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104 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  
 105 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

106 Explain any "yes" answers in Section 4. Include the location and extent of any problem(s) and any repair or remediation efforts,  
 107 the name of the person or company who did the repairs and the date they were done: \_\_\_\_\_  
 108 \_\_\_\_\_

109 **5. BASEMENTS AND CRAWL SPACES**

110 (A) Sump Pump

- 111 1. Does the Property have a sump pit? If "yes," how many? \_\_\_\_\_
- 112 2. Does the Property have a sump pump? If "yes," how many? \_\_\_\_\_
- 113 3. If it has a sump pump, has it ever run?
- 114 4. If it has a sump pump, is the sump pump in working order?

	Yes	No	Unk	N/A
A1		<input checked="" type="checkbox"/>		
A2		<input checked="" type="checkbox"/>		
A3		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
A4				<input checked="" type="checkbox"/>
B1		<input checked="" type="checkbox"/>		
B2		<input checked="" type="checkbox"/>		
B3		<input checked="" type="checkbox"/>		

115 (B) Water Infiltration

- 116 1. Are you aware of any past or present water leakage, accumulation, or dampness within the base-  
 117 ment or crawl space?
- 118 2. Do you know of any repairs or other attempts to control any water or dampness problem in the  
 119 basement or crawl space?
- 120 3. Are the downspouts or gutters connected to a public sewer system?

121 Explain any "yes" answers in Section 5. Include the location and extent of any problem(s) and any repair or remediation efforts,  
 122 the name of the person or company who did the repairs and the date they were done: \_\_\_\_\_  
 123 \_\_\_\_\_  
 124 \_\_\_\_\_

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

126 (A) Status

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

	Yes	No	Unk	N/A
A1		<input checked="" type="checkbox"/>		
A2		<input checked="" type="checkbox"/>		
B1		<input checked="" type="checkbox"/>		
B2		<input checked="" type="checkbox"/>		

130 (B) Treatment

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

133 Explain any "yes" answers in Section 6. Include the name of any service/treatment provider, if applicable: \_\_\_\_\_  
 134 \_\_\_\_\_  
 135 \_\_\_\_\_

136 **7. STRUCTURAL ITEMS**

137 (A) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls,  
 138 foundations, or other structural components?

139 (B) Are you aware of any past or present problems with driveways, walkways, patios or retaining walls on  
 140 the Property?

141 (C) Are you aware of any past or present water infiltration in the house or other structures, other than the  
 142 roof(s), basement or crawl space(s)?

143 (D) Stucco and Exterior Synthetic Finishing Systems

144 1. Is any part of the Property constructed with stucco or an Exterior Insulating Finishing System  
 145 (EIFS) such as Dryvit or synthetic stucco, synthetic brick or synthetic stone?

146 2. If "yes," indicate type(s) and location(s) \_\_\_\_\_

147 3. If "yes," provide date(s) installed \_\_\_\_\_

148 (E) Are you aware of any fire, storm/weather-related, water, hail or ice damage to the Property?

149 (F) Are you aware of any defects (including stains) in flooring or floor coverings?

	Yes	No	Unk	N/A
A		<input checked="" type="checkbox"/>		
B		<input checked="" type="checkbox"/>		
C		<input checked="" type="checkbox"/>		
D1		<input checked="" type="checkbox"/>		
D2				<input checked="" type="checkbox"/>
D3				<input checked="" type="checkbox"/>
E		<input checked="" type="checkbox"/>		
F		<input checked="" type="checkbox"/>		

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

153 **8. ADDITIONS/ALTERATIONS**

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

	Yes	No	Unk	N/A
A		<input checked="" type="checkbox"/>		

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)

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162 **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**  
 163 **Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.**

164	165	166	167	168	169	170	171	172
Addition, structural change or alteration		Approximate date of work	Were permits obtained? (Yes/No/Unk/NA)	Final inspections/ approvals obtained? (Yes/No/Unk/NA)				

173  A sheet describing other additions and alterations is attached.  
 174 (B) Are you aware of any private or public architectural review control of the Property other than zoning  
 175 codes? If "yes," explain: \_\_\_\_\_

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

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

187 **9. WATER SUPPLY**

- 188 (A) **Source.** Is the source of your drinking water (check all that apply):
- 189 1. Public
  - 190 2. A well on the Property
  - 191 3. Community water
  - 192 4. A holding tank
  - 193 5. A cistern
  - 194 6. A spring
  - 195 7. Other \_\_\_\_\_
  - 196 8. If no water service, explain: \_\_\_\_\_

- 197 (B) **General**
- 198 1. When was the water supply last tested? \_\_\_\_\_  
 199 Test results: \_\_\_\_\_
  - 200 2. Is the water system shared?  
 201 If "yes," is there a written agreement? \_\_\_\_\_
  - 202 4. Do you have a softener, filter or other conditioning system?
  - 203 5. Is the softener, filter or other treatment system leased? From whom? \_\_\_\_\_
  - 204 6. If your drinking water source is not public, is the pumping system in working order? If "no,"  
 205 explain: \_\_\_\_\_

- 206 (C) **Bypass Valve** (for properties with multiple sources of water)
- 207 1. Does your water source have a bypass valve?
  - 208 2. If "yes," is the bypass valve working?

- 209 (D) **Well**
- 210 1. Has your well ever run dry?
  - 211 2. Depth of well \_\_\_\_\_
  - 212 3. Gallons per minute: \_\_\_\_\_, measured on (date) \_\_\_\_\_
  - 213 4. Is there a well that is used for something other than the primary source of drinking water?  
 214 If "yes," explain \_\_\_\_\_
  - 215 5. If there is an unused well, is it capped?

	Yes	No	Unk	N/A
A1		✓		
A2	✓			
A3				
A4				
A5				
A6				
A7				
B1			✓	✓
B2				✓
B3				
B4				
B6				
B6				
C1			✓	
C2			✓	
D1		✓		✓
D2			✓	✓
D3			✓	
D4		✓		
D5		✓		

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217 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  
 218 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
219 (E) Issues				
220 1. Are you aware of any leaks or other problems, past or present, relating to the water supply, 221 pumping system and related items?		<input checked="" type="checkbox"/>		
222 2. Have you ever had a problem with your water supply?		<input checked="" type="checkbox"/>		

223 Explain any problem(s) with your water supply. Include the location and extent of any problem(s) and any repair or remediation  
 224 efforts, the name of the person or company who did the repairs and the date the work was done: \_\_\_\_\_  
 225

226 **10. SEWAGE SYSTEM**

	Yes	No	Unk	N/A
227 (A) General				
228 1. Is the Property served by a sewage system (public, private or community)?	<input checked="" type="checkbox"/>			
229 2. If "no," is it due to unavailability or permit limitations?				<input checked="" type="checkbox"/>
230 3. When was the sewage system installed (or date of connection, if public)? _____			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
231 4. Name of current service provider, if any: _____				<input checked="" type="checkbox"/>

	Yes	No	Unk	N/A
232 (B) Type Is your Property served by:				
233 1. Public		<input checked="" type="checkbox"/>		
234 2. Community (non-public)	<input checked="" type="checkbox"/>			
235 3. An individual on-lot sewage disposal system			<input checked="" type="checkbox"/>	
236 4. Other, explain: _____			<input checked="" type="checkbox"/>	

	Yes	No	Unk	N/A
237 (C) Individual On-lot Sewage Disposal System. (check all that apply):				
238 1. Is your sewage system within 100 feet of a well?			<input checked="" type="checkbox"/>	
239 2. Is your sewage system subject to a ten-acre permit exemption?			<input checked="" type="checkbox"/>	
240 3. Does your sewage system include a holding tank?		<input checked="" type="checkbox"/>		
241 4. Does your sewage system include a septic tank?	<input checked="" type="checkbox"/>			
242 5. Does your sewage system include a drainfield?			<input checked="" type="checkbox"/>	
243 6. Does your sewage system include a sandmound?		<input checked="" type="checkbox"/>		
244 7. Does your sewage system include a cesspool?		<input checked="" type="checkbox"/>		
245 8. Is your sewage system shared?		<input checked="" type="checkbox"/>		
246 9. Is your sewage system any other type? Explain: _____		<input checked="" type="checkbox"/>		
247 10. Is your sewage system supported by a backup or alternate system?		<input checked="" type="checkbox"/>		

	Yes	No	Unk	N/A
248 (D) Tanks and Service				
249 1. Are there any metal/steel septic tanks on the Property?			<input checked="" type="checkbox"/>	
250 2. Are there any cement/concrete septic tanks on the Property?			<input checked="" type="checkbox"/>	
251 3. Are there any fiberglass septic tanks on the Property?			<input checked="" type="checkbox"/>	
252 4. Are there any other types of septic tanks on the Property? Explain _____			<input checked="" type="checkbox"/>	
253 5. Where are the septic tanks located? _____			<input checked="" type="checkbox"/>	
254 6. When were the tanks last pumped and by whom? _____			<input checked="" type="checkbox"/>	

	Yes	No	Unk	N/A
256 (E) Abandoned Individual On-lot Sewage Disposal Systems and Septic				
257 1. Are you aware of any abandoned septic systems or cesspools on the Property?		<input checked="" type="checkbox"/>		
258 2. If "yes," have these systems, tanks or cesspools been closed in accordance with the municipality's 259 ordinance?				<input checked="" type="checkbox"/>

	Yes	No	Unk	N/A
260 (F) Sewage Pumps				
261 1. Are there any sewage pumps located on the Property?		<input checked="" type="checkbox"/>		
262 2. If "yes," where are they located? _____				<input checked="" type="checkbox"/>
263 3. What type(s) of pump(s)? _____				<input checked="" type="checkbox"/>
264 4. Are pump(s) in working order?				<input checked="" type="checkbox"/>
265 5. Who is responsible for maintenance of sewage pumps? _____				<input checked="" type="checkbox"/>

	Yes	No	Unk	N/A
267 (G) Issues				
268 1. How often is the on-lot sewage disposal system serviced? _____			<input checked="" type="checkbox"/>	
269 2. When was the on-lot sewage disposal system last serviced and by whom? _____			<input checked="" type="checkbox"/>	
270				
271 3. Is any waste water piping not connected to the septic/sewer system?		<input checked="" type="checkbox"/>		
272 4. Are you aware of any past or present leaks, backups, or other problems relating to the sewage 273 system and related items?	<input checked="" type="checkbox"/>			

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275 **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**  
 276 **Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.**

277 **Explain any "yes" answers in Section 10. Include the location and extent of any problem(s) and any repair or remediation ef-**  
 278 **forts, the name of the person or company who did the repairs and the date the work was done:** \_\_\_\_\_  
 279 \_\_\_\_\_

280 **11. PLUMBING SYSTEM**

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

- 282 1. Copper
- 283 2. Galvanized
- 284 3. Lead
- 285 4. PVC
- 286 5. Polybutylene pipe (PB)
- 287 6. Cross-linked polyethylene (PEX)
- 288 7. Other \_\_\_\_\_

	Yes	No	Unk	N/A
A1				
A2				
A3				
A4				
A5				
A6				
A7				
B		<input checked="" type="checkbox"/>		

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

291 If "yes," explain: \_\_\_\_\_  
 292 \_\_\_\_\_

293 **12. DOMESTIC WATER HEATING**

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

- 295 1. Electric
- 296 2. Natural gas
- 297 3. Fuel oil
- 298 4. Propane
- 299 If "yes," is the tank owned by Seller?
- 300 5. Solar
- 301 If "yes," is the system owned by Seller?
- 302 6. Geothermal
- 303 7. Other \_\_\_\_\_

	Yes	No	Unk	N/A
A1	<input checked="" type="checkbox"/>			
A2				
A3				
A4				
A5				
A6				
A7				
B1				
B2			<input checked="" type="checkbox"/>	
B3		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
C		<input checked="" type="checkbox"/>		

304 (B) System(s)

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

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

310 If "yes," explain: \_\_\_\_\_  
 311 \_\_\_\_\_

312 **13. HEATING SYSTEM**

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

- 314 1. Electric
- 315 2. Natural gas
- 316 3. Fuel oil
- 317 4. Propane
- 318 If "yes," is the tank owned by Seller?
- 319 5. Geothermal
- 320 6. Coal
- 321 7. Wood
- 322 8. Solar shingles or panels
- 323 If "yes," is the system owned by Seller?
- 324 9. Other: \_\_\_\_\_

	Yes	No	Unk	N/A
A1				
A2				
A3				
A4	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
A5				
A6				
A7				
A8				
A9				
B1	<input checked="" type="checkbox"/>			
B2				
B3				
B4	<input checked="" type="checkbox"/>			
B5				
B6				
B7				

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

- 326 1. Forced hot air
- 327 2. Hot water
- 328 3. Heat pump
- 329 4. Electric baseboard
- 330 5. Steam
- 331 6. Radiant flooring
- 332 7. Radiant ceiling

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334 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  
 335 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
336 8. Pellet stove(s)		<input checked="" type="checkbox"/>		
337 How many and location? _____				<input checked="" type="checkbox"/>
338 9. Wood stove(s)		<input checked="" type="checkbox"/>		
339 How many and location? _____				<input checked="" type="checkbox"/>
340 10. Coal stove(s)		<input checked="" type="checkbox"/>		
341 How many and location? _____				<input checked="" type="checkbox"/>
342 11. Wall-mounted split system(s)		<input checked="" type="checkbox"/>		
343 How many and location? _____				<input checked="" type="checkbox"/>
344 12. Other: _____		<input checked="" type="checkbox"/>		
345 13. If multiple systems, provide locations _____				
346 _____				
347 (C) Status				
348 1. Are there any areas of the house that are not heated?		<input checked="" type="checkbox"/>		
349 If "yes," explain: _____				
350 2. How many heating zones are in the Property? <u>3</u>				
351 3. When was each heating system(s) or zone installed? _____				
352 4. When was the heating system(s) last serviced? _____			<input checked="" type="checkbox"/>	
353 5. Is there an additional and/or backup heating system? If "yes," explain: _____				
354 _____		<input checked="" type="checkbox"/>		
355 6. Is any part of the heating system subject to a lease, financing or other agreement?		<input checked="" type="checkbox"/>		
356 If "yes," explain: _____				
357 (D) Fireplaces and Chimneys				
358 1. Are there any fireplaces? How many? _____		<input checked="" type="checkbox"/>		
359 2. Are all fireplaces working? _____				<input checked="" type="checkbox"/>
360 3. Fireplace types (wood, gas, electric, etc.): _____				<input checked="" type="checkbox"/>
361 4. Was the fireplace(s) installed by a professional contractor or manufacturer's representative?				<input checked="" type="checkbox"/>
362 5. Are there any chimneys (from a fireplace, water heater or any other heating system)?	<input checked="" type="checkbox"/>			
363 6. How many chimneys? <u>1</u>				
364 7. When were they last cleaned? _____			<input checked="" type="checkbox"/>	
365 8. Are the chimneys working? If "no," explain: _____			<input checked="" type="checkbox"/>	
366 (E) Fuel Tanks				
367 1. Are you aware of any heating fuel tank(s) on the Property? <u>Propane</u>		<input checked="" type="checkbox"/>		
368 2. Location(s), including underground tank(s): _____				<input checked="" type="checkbox"/>
369 3. If you do not own the tank(s), explain: _____				<input checked="" type="checkbox"/>
370 (F) Are you aware of any problems or repairs needed regarding any item in Section 13? If "yes,"				
371 explain: _____				
372 14. AIR CONDITIONING SYSTEM				
373 (A) Type(s). Is the air conditioning (check all that apply):				
374 1. Central air		<input checked="" type="checkbox"/>		
375 a. How many air conditioning zones are in the Property? _____				<input checked="" type="checkbox"/>
376 b. When was each system or zone installed? _____				<input checked="" type="checkbox"/>
377 c. When was each system last serviced? _____				<input checked="" type="checkbox"/>
378 2. Wall units		<input checked="" type="checkbox"/>		
379 How many and the location? _____				<input checked="" type="checkbox"/>
380 3. Window units		<input checked="" type="checkbox"/>		
381 How many? _____				<input checked="" type="checkbox"/>
382 4. Wall-mounted split units		<input checked="" type="checkbox"/>		
383 How many and the location? _____				<input checked="" type="checkbox"/>
384 5. Other _____		<input checked="" type="checkbox"/>		
385 6. None _____		<input checked="" type="checkbox"/>		
386 (B) Are there any areas of the house that are not air conditioned?		<input checked="" type="checkbox"/>		
387 If "yes," explain: _____				
388 (C) Are you aware of any problems with any item in Section 14? If "yes," explain: _____		<input checked="" type="checkbox"/>		
389 _____				

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391 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  
 392 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

393 **15. ELECTRICAL SYSTEM**

394 (A) Type(s)

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

	Yes	No	Unk	N/A
A1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
A2	<input checked="" type="checkbox"/>			
A3		<input checked="" type="checkbox"/>		
3a				<input checked="" type="checkbox"/>
3b				<input checked="" type="checkbox"/>
B		<input checked="" type="checkbox"/>		
C		<input checked="" type="checkbox"/>		
D		<input checked="" type="checkbox"/>		

- 401 (B) What is the system amperage? 100  
 402 (C) Are you aware of any knob and tube wiring in the Property?  
 403 (D) Are you aware of any problems or repairs needed in the electrical system? If "yes," explain: \_\_\_\_\_  
 404

405 **16. OTHER EQUIPMENT AND APPLIANCES**

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

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

Item	Yes	No	N/A	Item	Yes	No	N/A
A/C window units				Pool/spa heater	<input checked="" type="checkbox"/>		
Attic fan(s)				Range/oven			
Awnings				Refrigerator(s)			
Carbon monoxide detectors				Satellite dish			
Ceiling fans				Security alarm system			
Deck(s)				Smoke detectors			
Dishwasher				Sprinkler automatic timer			
Dryer				Stand-alone freezer			
Electric animal fence				Storage shed			
Electric garage door opener				Trash compactor			
Garage transmitters				Washer			
Garbage disposal				Whirlpool/tub			
In-ground lawn sprinklers				Other:			
Intercom				1.			
Interior fire sprinklers				2.			
Keyless entry				3.			
Microwave oven				4.			
Pool/spa accessories				5.			
Pool/spa cover				6.			

431 (C) Explain any "yes" answers in Section 16: \_\_\_\_\_  
 432

433 **17. POOLS, SPAS AND HOT TUBS**

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

	Yes	No	Unk	N/A
A				
A1				
A2				
A3				
A4				
A5				
A6				
A7				
B				
B1				
B2				

- 443 (B) Is there a spa or hot tub on the Property?  
 444 1. Are you aware of any problems with the spa or hot tub?  
 445 2. Are you aware of any problems with any of the spa or hot tub equipment (steps, lighting, jets,  
 446 cover, etc.)?  
 447 (C) Explain any problems in Section 17: \_\_\_\_\_  
 448

449 Seller's Initials \_\_\_\_\_ / Date \_\_\_\_\_ SPD Page 8 of 11 Buyer's Initials \_\_\_\_\_ / Date \_\_\_\_\_  
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450 **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  
 451 **Property.** Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

452 **18. WINDOWS**

453 (A) Have any windows or skylights been replaced during your ownership of the Property? 

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		

454 (B) Are you aware of any problems with the windows or skylights? 

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		

455 **Explain any "yes" answers in Section 18. Include the location and extent of any problem(s) and any repair, replacement or**  
 456 **remediation efforts, the name of the person or company who did the repairs and the date the work was done:** \_\_\_\_\_  
 457 \_\_\_\_\_

458 **19. LAND/SOILS**

459 (A) Property

460 1. Are you aware of any fill or expansive soil on the Property? 

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		

461 2. Are you aware of any sliding, settling, earth movement, upheaval, subsidence, sinkholes or earth  
 462 stability problems that have occurred on or affect the Property? 

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		

463 3. Are you aware of sewage sludge (other than commercially available fertilizer products) being  
 464 spread on the Property? 

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		

465 4. Have you received written notice of sewage sludge being spread on an adjacent property? 

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		

466 5. Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations on  
 467 the Property? 

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		

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

471 (B) **Preferential Assessment and Development Rights**

472 Is the Property, or a portion of it, preferentially assessed for tax purposes, or subject to limited devel-  
 473 opment rights under the:

474 1. Farmland and Forest Land Assessment Act - 72 P.S. §5490.1, et seq. (Clean and Green Program) 

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		

475 2. Open Space Act - 16 P.S. §11941, et seq. 

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		

476 3. Agricultural Area Security Law - 3 P.S. §901, et seq. (Development Rights) 

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		

477 4. Any other law/program: \_\_\_\_\_ 

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		

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

481 (C) **Property Rights**

482 Are you aware of the transfer, sale and/or lease of any of the following property rights (by you or a  
 483 previous owner of the Property):

484 1. Timber 

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		

485 2. Coal 

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		

486 3. Oil 

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		

487 4. Natural gas 

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		

488 5. Mineral or other rights (such as farming rights, hunting rights, quarrying rights) Explain: \_\_\_\_\_ 

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		

489 \_\_\_\_\_

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

494 **Explain any "yes" answers in Section 19:** \_\_\_\_\_  
 495 \_\_\_\_\_

496 **20. FLOODING, DRAINAGE AND BOUNDARIES**

497 (A) Flooding/Drainage

498 1. Is any part of this Property located in a wetlands area? 

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		

499 2. Is the Property, or any part of it, designated a Special Flood Hazard Area (SFHA)? 

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		

500 3. Do you maintain flood insurance on this Property? 

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		

501 4. Are you aware of any past or present drainage or flooding problems affecting the Property? 

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		

502 5. Are you aware of any drainage or flooding mitigation on the Property? 

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		

503 6. Are you aware of the presence on the Property of any man-made feature that temporarily or per-  
 504 manently conveys or manages storm water, including any basin, pond, ditch, drain, swale, culvert,  
 505 pipe or other feature? 

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		

506 7. If "yes," are you responsible for maintaining or repairing that feature which conveys or manages  
 507 storm water for the Property? 

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		

508 **Seller's Initials** ELW **Date** \_\_\_\_\_ **SPD Page 9 of 11** **Buyer's Initials** \_\_\_\_\_ / \_\_\_\_\_ **Date** \_\_\_\_\_



509 **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  
510 **Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.**

511 **Explain any "yes" answers in Section 20(A). Include dates, the location and extent of flooding and the condition of any man-**  
512 **made storm water management features:** \_\_\_\_\_  
513

514 **(B) Boundaries**

	Yes	No	Unk	N/A
515 1. Are you aware of encroachments, boundary line disputes, or easements affecting the Property?		<input checked="" type="checkbox"/>		
516 2. Is the Property accessed directly (without crossing any other property) by or from a public road?	<input checked="" type="checkbox"/>			
517 3. Can the Property be accessed from a private road or lane?		<input checked="" type="checkbox"/>		
518 a. If "yes," is there a written right of way, easement or maintenance agreement?				<input checked="" type="checkbox"/>
519 b. If "yes," has the right of way, easement or maintenance agreement been recorded?				<input checked="" type="checkbox"/>
520 4. Are you aware of any shared or common areas (driveways, bridges, docks, walls, etc.) or mainte-				
521 nance agreements?				

522 *Note to Buyer: Most properties have easements running across them for utility services and other reasons. In many cases, the ease-*  
523 *ments do not restrict the ordinary use of the property, and Seller may not be readily aware of them. Buyers may wish to determine*  
524 *the existence of easements and restrictions by examining the property and ordering an Abstract of Title or searching the records in*  
525 *the Office of the Recorder of Deeds for the county before entering into an agreement of sale.*

526 **Explain any "yes" answers in Section 20(B):** \_\_\_\_\_  
527

528 **21. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES**

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

	Yes	No	Unk	N/A
530 1. Are you aware of any tests for mold, fungi, or indoor air quality in the Property?		<input checked="" type="checkbox"/>		
531 2. Other than general household cleaning, have you taken any efforts to control or remediate mold or		<input checked="" type="checkbox"/>		
532 mold-like substances in the Property?				

533 *Note to Buyer: Individuals may be affected differently, or not at all, by mold contamination. If mold contamination or indoor air*  
534 *quality is a concern, buyers are encouraged to engage the services of a qualified professional to do testing. Information on this*  
535 *issue is available from the United States Environmental Protection Agency and may be obtained by contacting IAQ INFO, P.O. Box*  
536 *37133, Washington, D.C. 20013-7133, 1-800-438-4318.*

537 **(B) Radon**

	Yes	No	Unk	N/A
538 1. Are you aware of any tests for radon gas that have been performed in any buildings on the Property?		<input checked="" type="checkbox"/>		
539 2. If "yes," provide test date and results _____				<input checked="" type="checkbox"/>
540 3. Are you aware of any radon removal system on the Property?		<input checked="" type="checkbox"/>		

541 **(C) Lead Paint**

542 If the Property was constructed, or if construction began, before 1978, you must disclose any knowl-  
543 edge of, and records and reports about, lead-based paint on the Property on a separate disclosure form.

	Yes	No	Unk	N/A
544 1. Are you aware of any lead-based paint or lead-based paint hazards on the Property?		<input checked="" type="checkbox"/>		
545 2. Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on		<input checked="" type="checkbox"/>		
546 the Property?				

547 **(D) Tanks**

	Yes	No	Unk	N/A
548 1. Are you aware of any existing underground tanks?		<input checked="" type="checkbox"/>		
549 2. Are you aware of any underground tanks that have been removed or filled?		<input checked="" type="checkbox"/>		

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

551 If "yes," location: \_\_\_\_\_

552 **(F) Other**

	Yes	No	Unk	N/A
553 1. Are you aware of any past or present hazardous substances on the Property (structure or soil)		<input checked="" type="checkbox"/>		
554 such as, but not limited to, asbestos or polychlorinated biphenyls (PCBs)?				
555 2. Are you aware of any other hazardous substances or environmental concerns that may affect the				
556 Property?				
557 3. If "yes," have you received written notice regarding such concerns?				
558 4. Are you aware of testing on the Property for any other hazardous substances or environmental				
559 concerns?				

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

562 **22. MISCELLANEOUS**

563 **(A) Deeds, Restrictions and Title**

	Yes	No	Unk	N/A
564 1. Are there any deed restrictions or restrictive covenants that apply to the Property?		<input checked="" type="checkbox"/>		
565 2. Are you aware of any historic preservation restriction or ordinance or archeological designation				
566 associated with the Property?				

567 **Seller's Initials**                      **Date** \_\_\_\_\_ **SPD Page 10 of 11** **Buyer's Initials** \_\_\_\_\_ / \_\_\_\_\_ **Date** \_\_\_\_\_



568 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  
 569 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

570 3. Are you aware of any reason, including a defect in title or contractual obligation such as an option  
 571 or right of first refusal, that would prevent you from giving a warranty deed or conveying title to the  
 572 Property?

	Yes	No	Unk	N/A
A3		✓		
B1		✓		
B2		✓		
B3		✓		
C1		✓		
C2		✓		
D1		✓		

573 (B) Financial

574 1. Are you aware of any public improvement, condominium or homeowner association assessments  
 575 against the Property that remain unpaid or of any violations of zoning, housing, building, safety or  
 576 fire ordinances or other use restriction ordinances that remain uncorrected?

577 2. Are you aware of any mortgages, judgments, encumbrances, liens, overdue payments on a support  
 578 obligation, or other debts against this Property or Seller that cannot be satisfied by the proceeds of  
 579 this sale?

580 3. Are you aware of any insurance claims filed relating to the Property during your ownership?

581 (C) Legal

582 1. Are you aware of any violations of federal, state, or local laws or regulations relating to this Prop-  
 583 erty?

584 2. Are you aware of any existing or threatened legal action affecting the Property?

585 (D) Additional Material Defects

586 1. Are you aware of any material defects to the Property, dwelling, or fixtures which are not dis-  
 587 closed elsewhere on this form?

588 *Note to Buyer: A material defect is a problem with a residential real property or any portion of it that would have a significant*  
 589 *adverse impact on the value of the property or that involves an unreasonable risk to people on the property. The fact that a*  
 590 *structural element, system or subsystem is at or beyond the end of the normal useful life of such a structural element, system or*  
 591 *subsystem is not by itself a material defect.*

592 2. After completing this form, if Seller becomes aware of additional information about the Property, including through  
 593 inspection reports from a buyer, the Seller must update the Seller's Property Disclosure Statement and/or attach the  
 594 inspection report(s). These inspection reports are for informational purposes only.

595 Explain any "yes" answers in Section 22: \_\_\_\_\_  
 596 \_\_\_\_\_

597 23. ATTACHMENTS

598 (A) The following are part of this Disclosure if checked:

- 599  Seller's Property Disclosure Statement Addendum (PAR Form SDA)  
 600  \_\_\_\_\_  
 601  \_\_\_\_\_  
 602  \_\_\_\_\_

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

608 SELLER [Signature] DATE \_\_\_\_\_  
 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

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

LPD

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

1 **PROPERTY** 2137 Newman Rd, Fayetteville, PA 17222  
 2 **SELLER** Ray Nicary

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  Ray 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.)

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** Ray Nicary **DATE** \_\_\_\_\_  
 24 **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_  
 25 **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_

26 **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_  
 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** \_\_\_\_\_

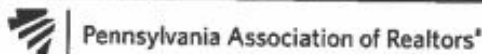
41 **AGENT ACKNOWLEDGEMENT AND CERTIFICATION**

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

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 #



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## SETTLEMENTS

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**Nathan C. Bonner — Title Agent**

2021 E Main St, Waynesboro, PA 17268  
983 Lincoln Way E, Suite 1, Chambersburg, PA 17201  
(717) 762-1415 or (717) 263-5001  
nathan@buchanansettlements.com  
www.buchanansettlements.com

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17A W. Baltimore Street, Greencastle, PA 17225 • 717.593.9300





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**SETTLEMENTS**



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**Real Estate Settlement Services, Inc.**

**Clinton T. Barkdoll** | Attorney/Title Agent

9 East Main Street, Waynesboro, PA 17268

Phone	717-762-3374
Fax	717-762-3395
Email	<a href="mailto:clint@kullalaw.com">clint@kullalaw.com</a>



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

717-446-0739  
717-446-0791 fax  
[info@keystonesettlements.net](mailto:info@keystonesettlements.net)

*Visit our website at [www.keystonesettlements.net](http://www.keystonesettlements.net)*



**HURLEY**  
FARM & LAND REAL ESTATE

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.

When you sell your land with Hurley Real Estate & Auctions, you're getting more than a service—you're getting a strategic partner with deep roots in the land. With over 3,000 successful sales, we know how to deliver results. Our award-winning marketing team customizes every campaign to attract serious, qualified buyers, and our full-time, passionate staff is dedicated to helping you achieve top dollar—quickly and with integrity.

Our mission is to provide a better way to sell and buy real estate. We lead with integrity, experience, and transparency to deliver excellent results with every auction.



**Your *land*,  
your *legacy*,  
sold *right*.**



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