



HURLEY

REAL ESTATE & AUCTIONS



4407 Burket Road Tyrone, PA 16686

Picturesque 59± acre farm in Tyrone, PA offered in 5 tracts, combinations of tracts, and as a whole! The property features a 2-story farmhouse, 30x40 shop, and 24x36 detached garage! Warrior Mark Run flows through the property.

Auction Date: Friday, May 30, 2025 @ 3pm

Open Houses: Saturday, May 17, 2025, 10am-12pm
Thursday, May 22, 2025, 12-2pm



HURLEY
REAL ESTATE & AUCTIONS

INCLUDED INFORMATION

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
- Additional Photos
- Deed
- Aerial
- Survey
- Soil Map
- 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. 30, 2025.

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: \$15,000 in certified funds day of auction, or if sold separately \$5,000 for tract 1, \$2,500 each for tracts 2,3,4, and 5. Balance due in 60 days, or if subdivision not approved, within 14 days of subdivision approval. (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: PICTURESQUE 59± ACRE FARM IN HUNTINGDON COUNTY, PA OFFERED IN 5 TRACTS, COMBINATIONS OF TRACTS, AND AS A WHOLE! The property features a 2-story farmhouse, large bank barn, 30x40 shop, 24x36 newer detached garage, and Warriors Mark Run flows through the property! The farm also features fenced pastures as well as 48± acres tillable. The farmhouse includes 3 bedrooms, 1.5 bathrooms, living room, dining room, family room, sunroom, foyer, covered porch, attic, and basement. The farmland is primarily Hagerstown silt loam, fields lay flat, and are nice and open. Located in a beautiful area and also convenient to local towns and roadways. Approx. 20 miles to State College and Huntingdon, and 26 miles to Snyders Run boat launch at Raystown Lake, 7 miles to Tyrone. Property to be offered in multiple tracts, combinations of tracts, and as a whole.

Tract 1: 6.31± Acres, home, barns,
frontage on Burket Rd

Tract 2: 8.76± Acres w/ frontage on Burket Rd

Tract 3: 15.18± Acres w/ frontage on Burket Rd

Tract 4: 13.36± Acres w/ frontage on Burket Rd

Tract 5: 9.66± Acres w/ frontage on Burket Rd

This property will be offered at auction on Friday May 30, 2025 @ 3:00pm. The List price in no way represents a minimum, starting, or acceptable bid.

This home has the following features:

- 3 Bedrooms
Bedroom 1: 10x12
Bedroom 2: 10x12
Bedroom 3: 10x12

- Kitchen: 12x13
- Dining Room: 12x15
- Living Room: 12x15
- Family Room: 15x15
- Sun Room: 12x16
- Foyer: 8x12

Year House Built: 1880 Estimated

Acreage: 59.32± Acres

County: Huntingdon

Zoning/Land Use: Please call Warriors Mark
Township Planning (814) 632-8616

Taxes: Approximately \$4,106

Tax ID: 52-10-15

Utilities:

- Water: Well
- Sewer: Septic
- Heating: Forced Air- Oil
- Cooling: N/A

School District: Tyrone Area

Local Hospital: Penn Highlands Tyrone



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REAL ESTATE & AUCTIONS

ADDITIONAL PHOTOS





This Indenture

MADE THE 27th day of February in the year of our Lord one thousand nine hundred and Ninety-seven (1997)

BETWEEN RUTH R. CONRAD, Widow, of P.O. Box 124, Warriors Mark, Pennsylvania 16877, party of the first part;

A N D

JAMES W. CONRAD and BETTY JEAN CONRAD, husband and wife, of RD #4, Box 336, Tyrone, Pennsylvania 16686, parties

Witnesseth: That the said party of the first part, for and in consideration of the sum of ---Eighty-eight Thousand and 00/100--(\$88,000.00)-----
---Being a conveyance between Parent and Child-----

lawful money of the United States of America, unto her well and truly paid by the said parties of the second part, at or before the sealing and delivering of these presents the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents do es grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said parties of the second part, their heirs and assigns, forever;

ALL the following two tracts of land situate in Warriors Mark Township, Huntingdon County, Pennsylvania, bounded and described as follows:

TRACT NO. 1

ALL that certain farm tract bounded on the East by lands formerly of Martin Funk, Howard Burkett and William Burkett; on the North by lands formerly of Martin Funk and heirs, Isaac and William Thompson; on the West by lands formerly of John and Frank Lehman; and on the South by lands formerly of William Burkett and Martha Hutchison. Containing about 57½ acres, more or less; being the same tract of land which by sundry good and sufficient assurances became vested in Peter H. Burkett and of which he died seized of.

HAVING thereon erected a two-story frame dwelling house, bank barn and other outbuildings.

BEING Tax Parcel No. 52-10-15.

RESERVING AND EXCEPTING, however, from the above farm or tract of land two several conveyances by Nannie Conrad and Wilson Conrad, her husband, to the Trustees of the Warriors Mark Methodist Episcopal Cemetery, which are more particularly described in the Recorder's Office of Huntingdon County in Deed Books Vol. "K", No. 6, Page 256, and Vol. "C", No. 7, page 225, respectively.

AND RESERVING AND EXCEPTING, moreover, from the above farm or tract of land, a certain plot of ground which Helen M. Conrad, unmarried, by her deed dated January 27, 1955 and recorded on May 13, 1955 in the Recorder's Office of Huntingdon County in Deed Book Vol. 18, page 25, granted and conveyed to Warriors



Mark Cemetery Association.

AND RESERVING AND EXCEPTING, moreover, from the above farm or tract of land, a certain plot of ground.

TRACT NO. 2

BOUNDED on the West by the lands now or formerly owned by the Burkett heirs; on the Northeast by the lands now or formerly owned by the Wilson Estate; on the Southeast by the lands now or formerly owned by Archy Hutchison and Samuel Lehman Estates. Containing 3 acres more or less and HAVING erected thereon a two-story frame dwelling.

BEING Tax Parcel No. 52-10-18.

BEING the same premises title to which became vested in Herbert W. Conrad and Ruth R. Conrad, his wife, by deed of Lillian M. Conrad, widow, dated January 25, 1966 and recorded in Huntingdon County Record Book Volume 68, Page 617. And the said Herbert W. Conrad died on January 28, 1997, thereby vesting fee simple title in Ruth R. Conrad by operation of law.

The Grantor herein states that the hereinabove described property is not presently being used for the disposal of hazardous waste nor to the best of her knowledge, information and belief has it ever been used for the disposal of hazardous waste. The statement is made in compliance with the Solid Waste Management Act, No. 1980-97, §.

I hereby CERTIFY that this document is
recorded in the Recorder of Deeds Office
of HUNTINGDON COUNTY, PENNSYLVANIA



Janet E. Hank

Janet E. Hank
Recorder of Deeds



TOGETHER with all and singular the buildings, improvements, ways, waters, water courses, rights, liberties, privileges, 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 part y of the first part, in law, equity or otherwise howsoever of, in and to the same and every part thereof.

TO HAVE AND TO HOLD the said lot or parcel of land, hereditaments and premises hereby granted or mentioned, and intended so to be, with the appurtenances, unto the said part ies of the second part, their heirs and assigns, to and for the proper use and behoof of the said part ies of the second part, their heirs and assigns forever.

AND

the said part y of the first part, her heirs, executors and administrators, do es by these presents, covenant, grant and agree to and with the said part ies of the second part, their heirs and assigns, that she the said part y of the first part, her heirs, all and singular the hereditaments and premises hereinabove described and granted, or mentioned and intended so to be, with the appurtenances, unto the said part ies of the second part, their heirs and assigns, against the said part y of the first part and her heirs, against all and every other person or persons whomsoever, lawfully claiming or to claim the same or any part thereof

shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF the said part y of the first part ha s to these presents set her hand and seal Dated the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Ruth R. Conrad (Seal)
Ruth R. Conrad

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)



STATE OF PENNSYLVANIA } ss:
COUNTY OF BLAIR

On this, the 27th day of February, 19 97, before me,
a Notary Public in and for said county and state, the undersigned officer, personally
appeared Ruth R. Conrad, Widow

known to me (or satisfactorily proven)
to be the person whose name is subscribed to the within
instrument, and acknowledged that he
the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Edward S. Newlin
Notary Public: EDWARD S. NEWLIN, Notary Public
Title of Office: Tyrone Boro, Blair County, PA
My Commission Expires: Commission Expires Sept. 29, 2000

I do hereby certify that the precise residence of the within named Grantee
RD #7, Box 336, Tyrone, PA 16804

February 27, 1997
E. Newlin
Attorney for Grantee

No. _____
DEED
FROM
RUTH R. CONRAD, WIDOW
TO
JAMES W. CONRAD and BETTY
JEAN CONRAD, husband and wife
For the premises situate in
Warriors Mark Township,
Huntingdon County, Pennsylvania
Consideration, \$88,000.00--Being a
conveyance between Parent & Child

NOTARIAL SEAL
EDWARD S. NEWLIN
MAR 13 11 46 AM '97
JANET E. HANKS
RECORDED BY DEEDS
13.50

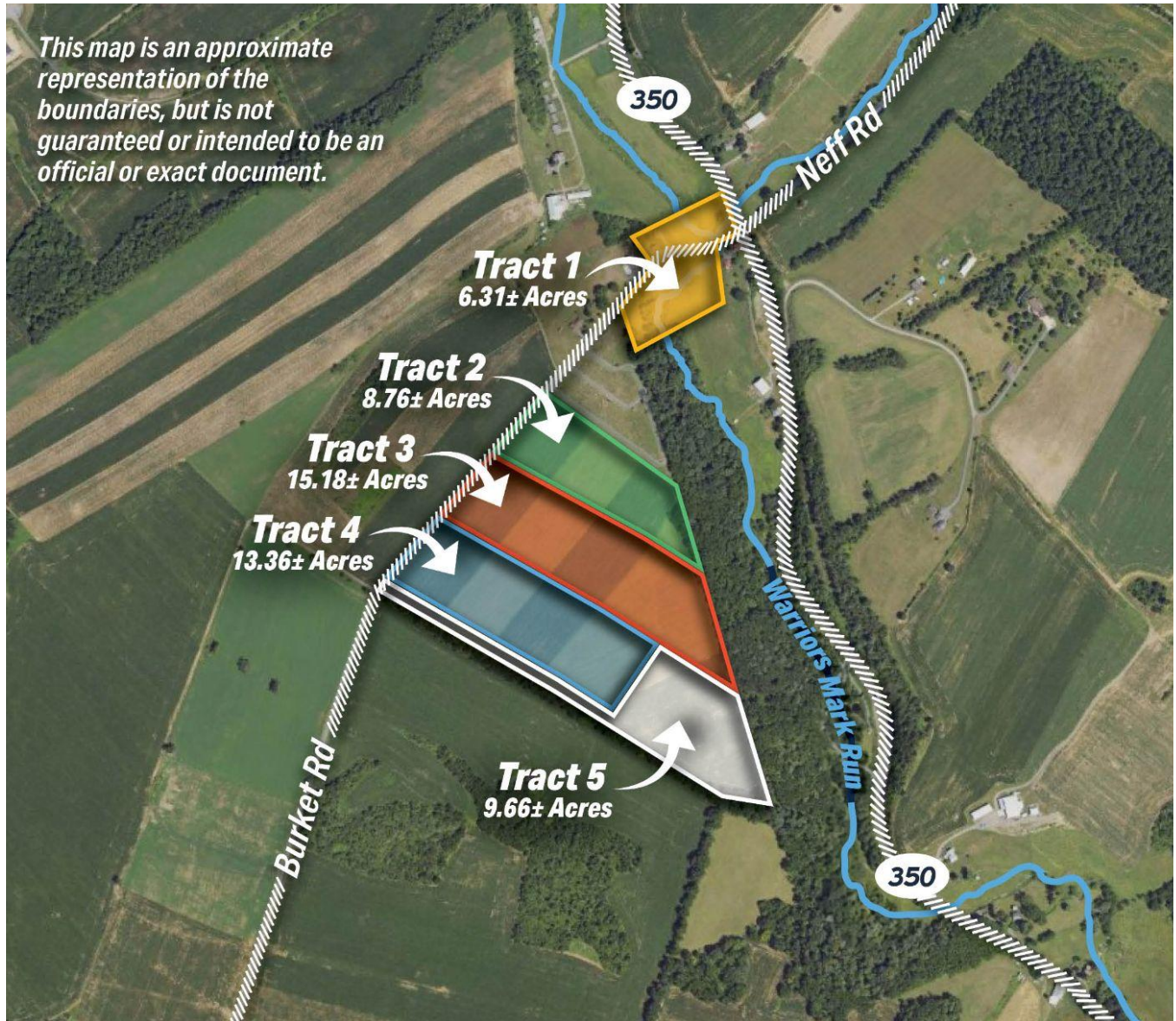
STATE OF PENNSYLVANIA } ss:
COUNTY OF _____

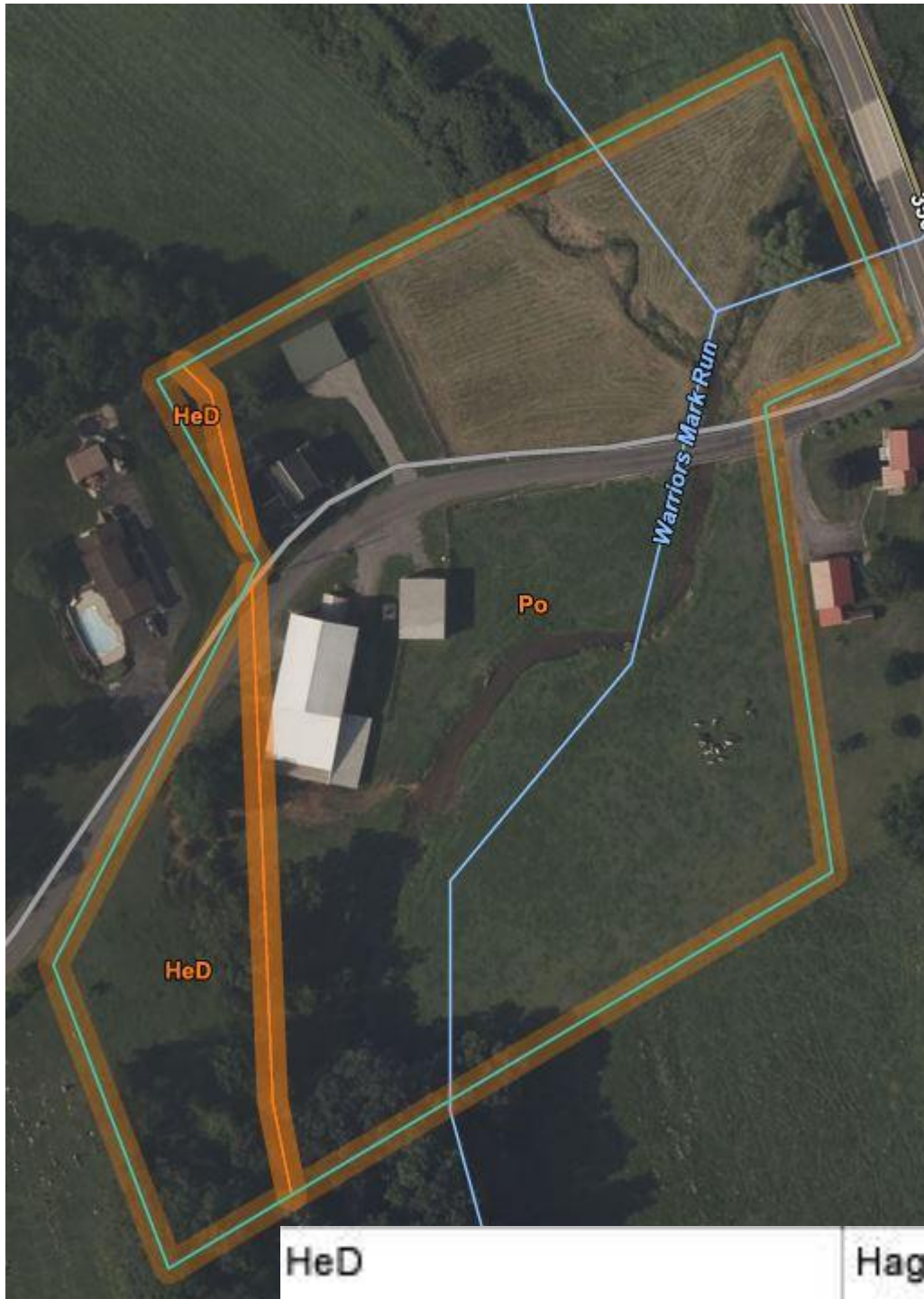
Recorded in the Office for the Recording of Deeds, etc., in and for said County,
on the _____ day of _____ A. D.
19 _____; in Deed Book, Vol. _____, Page _____

WITNESS my hand and seal of said Office, the day and year aforesaid.

Recorder.

Recorded March 13, 19 97
Janet E. Hanks, Recorder of Deeds





HeD

Hagerstown-Rock outcrop complex, 5 to 25 percent slopes

Po

Philo and Basher silt loams, high bottom



HaB	Hagerstown silt loam, 3 to 8 percent slopes
HcC3	Hagerstown silty clay loam, 8 to 15 percent slopes, eroded
HcD3	Hagerstown silty clay loam, 15 to 25 percent slopes
HeD	Hagerstown-Rock outcrop complex, 5 to 25 percent slopes
HuB	Hublersburg silt loam, 2 to 8 percent slopes
OpC3	Opequon clay loam, 8 to 15 percent slopes



OWNED BY: **James W. Conrad and Betty J Conrad**

LOCATED AT: **4407 Burket Rd, Tyrone, PA 16686**

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** | \$15,000 in certified funds day of auction, or if sold separately \$5,000 for Tract 1, \$2,500 each for Tracts 2, 3, 4, and 5; 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 29, 2025 or, if subdivision not approved, within 14 days of subdivision approval, 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 Huntingdon 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** 4407 Burket Road, Tyrone, PA 16686
 2 **SELLER** James W. Conrad & Betty J. Conrad

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
 0 Seller in complying with disclosure requirements and to assist Buyer in evaluating the property being considered. Sellers who wish to see
 1 or use the basic disclosure form can find the form on the website of the Pennsylvania State Real Estate Commission. Neither this Statement
 2 nor the basic disclosure form limits Seller's obligation to disclose a material defect.

3 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**
 4 **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-**
 5 **resentation by any listing real estate broker, any selling real estate broker, or their licensees.** Buyer is encouraged to address concerns
 6 about the condition of the Property that may not be included in this Statement.

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

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

COMMON LAW DUTY TO DISCLOSE

4 Although the provisions of the Real Estate Seller Disclosure Law exclude some transfers from the requirement of completing a disclo-
 5 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
 6 to avoid fraud, misrepresentation or deceit in the transaction. **This duty continues until the date of settlement.**

EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

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

2 _____ DATE _____

3 Seller's Initials JWC Date 9-18-24

SPD Page 1 of 11

Buyer's Initials ____/____ Date _____



Hurley Real Estate and Auctions, 2806 Buchanan Trail East Greenville PA 17225
 Daniel Robbins

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 Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com



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? Currently

2. By how many people? 2

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? 1997

(D) List any animals that have lived in the residence(s) or other structures during your ownership: 1 Dog

Explain Section 2 (if needed): _____

	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				
D				
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? New on house + front porch

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				
B1		X		
B2				X
C1		X		
C2		X		
C3		X		

Seller's Initials Jac/HW Date 9-18-24 SPD Page 2 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.

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:

5. BASEMENTS AND CRAWL SPACES

(A) Sump Pump

1. Does the Property have a sump pit? If "yes," how many?

2. Does the Property have a sump pump? If "yes," how many?

3. If it has a sump pump, has it ever run?

4. If it has a sump pump, is the sump pump in working order?

(B) Water Infiltration

1. Are you aware of any past or present water leakage, accumulation, or dampness within the basement or crawl space?

2. Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space?

3. 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: dampness

We Run a dehumidifier.

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

(A) Status

1. Are you aware of past or present dryrot, termites/wood-destroying insects or other pests on the Property?

2. Are you aware of any damage caused by dryrot, termites/wood-destroying insects or other pests?

(B) Treatment

1. Is the Property currently under contract by a licensed pest control company?

2. 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:

7. STRUCTURAL ITEMS

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

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

(C) 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)?

(D) Stucco and Exterior Synthetic Finishing Systems

1. 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?

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

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

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

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

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.

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)
Back Room	2000	n/a	n/a

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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?	E1	✓		
222 2. Have you ever had a problem with your water supply?	E2	✓		
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				
227 (A) General				
228 1. Is the Property served by a sewage system (public, private or community)?	A1	✓		
229 2. If "no," is it due to unavailability or permit limitations?	A2	✓		
230 3. When was the sewage system installed (or date of connection, if public)? _____	A3		✓	
231 4. Name of current service provider, if any: _____	A4			✓
232 (B) Type Is your Property served by:				
233 1. Public	B1	✓		
234 2. Community (non-public)	B2	✓		
235 3. An individual on-lot sewage disposal system	B3	✓		
236 4. Other, explain: <u>Septic</u>	B4	✓		
237 (C) Individual On-lot Sewage Disposal System. (check all that apply):				
238 1. Is your sewage system within 100 feet of a well?	C1	✓		
239 2. Is your sewage system subject to a ten-acre permit exemption?	C2		✓	
240 3. Does your sewage system include a holding tank?	C3	✓		
241 4. Does your sewage system include a septic tank?	C4	✓		
242 5. Does your sewage system include a drainfield?	C5		✓	
243 6. Does your sewage system include a sandmound?	C6	✓		
244 7. Does your sewage system include a cesspool?	C7	✓		
245 8. Is your sewage system shared?	C8	✓		
246 9. Is your sewage system any other type? Explain: _____	C9	✓		
247 10. Is your sewage system supported by a backup or alternate system?	C10	✓		
248 (D) Tanks and Service				
249 1. Are there any metal/steel septic tanks on the Property?	D1	✓		
250 2. Are there any cement/concrete septic tanks on the Property?	D2	✓		
251 3. Are there any fiberglass septic tanks on the Property?	D3	✓		
252 4. Are there any other types of septic tanks on the Property? Explain _____	D4	✓		
253 5. Where are the septic tanks located? <u>Northside of House</u>	D5			
254 6. When were the tanks last pumped and by whom? <u>2023 by Wasson Septic</u>	D6			
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?	E1	✓		
258 2. If "yes," have these systems, tanks or cesspools been closed in accordance with the municipality's 259 ordinance?	E2			✓
260 (F) Sewage Pumps				
261 1. Are there any sewage pumps located on the Property?	F1	✓		
262 2. If "yes," where are they located? _____	F2			✓
263 3. What type(s) of pump(s)? _____	F3			✓
264 4. Are pump(s) in working order?	F4			✓
265 5. Who is responsible for maintenance of sewage pumps? _____	F5			✓
267 (G) Issues				
268 1. How often is the on-lot sewage disposal system serviced? <u>every 3 yrs.</u>	G1			
269 2. When was the on-lot sewage disposal system last serviced and by whom? <u>7-2023</u> 270 <u>by Wasson Septic</u>	G2			
271 3. Is any waste water piping not connected to the septic/sewer system?	G3	✓		
272 4. Are you aware of any past or present leaks, backups, or other problems relating to the sewage 273 system and related items?	G4		✓	

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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	<input checked="" type="checkbox"/>			
A2	<input checked="" type="checkbox"/>			
A3		<input checked="" type="checkbox"/>		
A4	<input checked="" type="checkbox"/>			
A5		<input checked="" type="checkbox"/>		
A6			<input checked="" type="checkbox"/>	
A7			<input checked="" type="checkbox"/>	
B		<input checked="" type="checkbox"/>		

(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	<input checked="" type="checkbox"/>			
A2		<input checked="" type="checkbox"/>		
A3		<input checked="" type="checkbox"/>		
A4		<input checked="" type="checkbox"/>		
A5		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
A6		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
A7		<input checked="" type="checkbox"/>		
B1				
B2			<input checked="" type="checkbox"/>	
B3		<input checked="" type="checkbox"/>		
C		<input checked="" type="checkbox"/>		

(B) System(s)

1. How many water heaters are there? One
Tanks ☒ Tankless
2. When were they installed?
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		<input checked="" type="checkbox"/>		
A2		<input checked="" type="checkbox"/>		
A3	<input checked="" type="checkbox"/>			
A4	<input checked="" type="checkbox"/>			
A5		<input checked="" type="checkbox"/>		
A6		<input checked="" type="checkbox"/>		
A7		<input checked="" type="checkbox"/>		
A8		<input checked="" type="checkbox"/>		
A9		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
B1	<input checked="" type="checkbox"/>			
B2		<input checked="" type="checkbox"/>		
B3		<input checked="" type="checkbox"/>		
B4		<input checked="" type="checkbox"/>		
B5		<input checked="" type="checkbox"/>		
B6		<input checked="" type="checkbox"/>		
B7		<input checked="" type="checkbox"/>		

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

1. Forced hot air
2. Hot water
3. Heat pump
4. Electric baseboard
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.

		Yes	No	Unk	N/A
8. Pellet stove(s)	B8		<input checked="" type="checkbox"/>		
How many and location?					<input checked="" type="checkbox"/>
9. Wood stove(s)	B9		<input checked="" type="checkbox"/>		
How many and location?					<input checked="" type="checkbox"/>
10. Coal stove(s)	B10		<input checked="" type="checkbox"/>		
How many and location?					<input checked="" type="checkbox"/>
11. Wall-mounted split system(s)	B11		<input checked="" type="checkbox"/>		
How many and location?					<input checked="" type="checkbox"/>
12. Other:	B12		<input checked="" type="checkbox"/>		
13. If multiple systems, provide locations	B13				<input checked="" type="checkbox"/>
(C) Status					
1. Are there any areas of the house that are not heated?	C1		<input checked="" type="checkbox"/>		
If "yes," explain:					<input checked="" type="checkbox"/>
2. How many heating zones are in the Property? <u>ONE</u>	C2				<input checked="" type="checkbox"/>
3. When was each heating system(s) or zone installed?	C3			<input checked="" type="checkbox"/>	
4. When was the heating system(s) last serviced? <u>9-19</u>	C4				<input checked="" type="checkbox"/>
5. Is there an additional and/or backup heating system? If "yes," explain: <u>Propane in Family Room</u>	C5	<input checked="" type="checkbox"/>			
6. Is any part of the heating system subject to a lease, financing or other agreement?	C6		<input checked="" type="checkbox"/>		
If "yes," explain:					
(D) Fireplaces and Chimneys					
1. Are there any fireplaces? How many?	D1		<input checked="" type="checkbox"/>		
2. Are all fireplaces working?	D2				<input checked="" type="checkbox"/>
3. Fireplace types (wood, gas, electric, etc.):	D3				<input checked="" type="checkbox"/>
4. Was the fireplace(s) installed by a professional contractor or manufacturer's representative?	D4				<input checked="" type="checkbox"/>
5. Are there any chimneys (from a fireplace, water heater or any other heating system)?	D5	<input checked="" type="checkbox"/>			
6. How many chimneys? <u>one</u>	D6				
7. When were they last cleaned? <u>9-19</u>	D7				
8. Are the chimneys working? If "no," explain:	D8	<input checked="" type="checkbox"/>			
(E) Fuel Tanks					
1. Are you aware of any heating fuel tank(s) on the Property?	E1	<input checked="" type="checkbox"/>			
2. Location(s), including underground tank(s): <u>Under front porch</u>	E2				
3. If you do not own the tank(s), explain:	E3				<input checked="" type="checkbox"/>
(F) Are you aware of any problems or repairs needed regarding any item in Section 13? If "yes," explain:					
14. AIR CONDITIONING SYSTEM					
(A) Type(s). Is the air conditioning (check all that apply):					
1. Central air	A1		<input checked="" type="checkbox"/>		
a. How many air conditioning zones are in the Property?	1a				<input checked="" type="checkbox"/>
b. When was each system or zone installed?	1b				<input checked="" type="checkbox"/>
c. When was each system last serviced?	1c				<input checked="" type="checkbox"/>
2. Wall units	A2		<input checked="" type="checkbox"/>		
How many and the location?					<input checked="" type="checkbox"/>
3. Window units	A3				
How many?					<input checked="" type="checkbox"/>
4. Wall-mounted split units	A4		<input checked="" type="checkbox"/>		
How many and the location?					<input checked="" type="checkbox"/>
5. Other	A5		<input checked="" type="checkbox"/>		
6. None	A6		<input checked="" type="checkbox"/>		
(B) Are there any areas of the house that are not air conditioned?					
If "yes," explain: <u>Whole House - No Air Conditioner</u>	B	<input checked="" type="checkbox"/>			
(C) Are you aware of any problems with any item in Section 14? If "yes," explain:					
	C		<input checked="" type="checkbox"/>		

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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: _____

401 (B) What is the system amperage? 200 AMP

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

	Yes	No	Unk	N/A
A1		✓		
A2	✓			
A3		✓		
3a				✓
3b				✓
B				
C	✓			
D		✓		

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			✓
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: n/a
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.)?

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

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

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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?

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

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:

19. LAND/SOILS

(A) Property

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

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

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-epmsi@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:

- Farmland and Forest Land Assessment Act - 72 P.S. §5490.1, et seq. (Clean and Green Program)
- Open Space Act - 16 P.S. §11941, et seq.
- Agricultural Area Security Law - 3 P.S. §901, et seq. (Development Rights)
- Any other law/program:

	Yes	No	Unk	N/A
B1	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B2	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B3	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B4	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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):

- Timber
- Coal
- Oil
- Natural gas
- Mineral or other rights (such as farming rights, hunting rights, quarrying rights) Explain:

	Yes	No	Unk	N/A
C1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C5	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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:

20. FLOODING, DRAINAGE AND BOUNDARIES

(A) Flooding/Drainage

- Is any part of this Property located in a wetlands area?
- Is the Property, or any part of it, designated a Special Flood Hazard Area (SFHA)?
- Do you maintain flood insurance on this Property?
- Are you aware of any past or present drainage or flooding problems affecting the Property?
- Are you aware of any drainage or flooding mitigation on the Property?
- 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?
- If "yes," are you responsible for maintaining or repairing that feature which conveys or manages storm water for the Property?

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

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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:

(B) Boundaries

- Are you aware of encroachments, boundary line disputes, or easements affecting the Property?
- Is the Property accessed directly (without crossing any other property) by or from a public road?
- Can the Property be accessed from a private road or lane?
 - If "yes," is there a written right of way, easement or maintenance agreement?
 - If "yes," has the right of way, easement or maintenance agreement been recorded?
- Are you aware of any shared or common areas (driveways, bridges, docks, walls, etc.) or maintenance agreements?

	Yes	No	Unk	N/A
B1		<input checked="" type="checkbox"/>		
B2	<input checked="" type="checkbox"/>			
B3		<input checked="" type="checkbox"/>		
3a				<input checked="" type="checkbox"/>
3b				<input checked="" type="checkbox"/>
B4		<input checked="" type="checkbox"/>		

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. Buyers may wish to determine the existence of easements and restrictions by examining the property and ordering an Abstract of Title or searching the records in the Office of the Recorder of Deeds for the county before entering into an agreement of sale.

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

21. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

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

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

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

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

(B) Radon

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

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

(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

- Are you aware of any lead-based paint or lead-based paint hazards on the Property?
- Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the Property?

	Yes	No	Unk	N/A
C1		<input checked="" type="checkbox"/>		
C2		<input checked="" type="checkbox"/>		

(D) Tanks

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

	Yes	No	Unk	N/A
D1		<input checked="" type="checkbox"/>		
D2		<input checked="" type="checkbox"/>		

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

If "yes," location:

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

(F) Other

- 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)?
- Are you aware of any other hazardous substances or environmental concerns that may affect the Property?
- If "yes," have you received written notice regarding such concerns?
- Are you aware of testing on the Property for any other hazardous substances or environmental concerns?

	Yes	No	Unk	N/A
F1		<input checked="" type="checkbox"/>		
F2		<input checked="" type="checkbox"/>		
F3				<input checked="" type="checkbox"/>
F4		<input checked="" type="checkbox"/>		

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

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

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

Seller's Initials *[Signature]* Date *9-18-14* SPD Page 10 of 11 Buyer's Initials *[Signature]* 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.

	Yes	No	Unk	N/A
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?		✓		
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: <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 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.</i>				
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: <input type="checkbox"/> Seller's Property Disclosure Statement Addendum (PAR Form SDA)				
600: <input type="checkbox"/> _____				
601: <input type="checkbox"/> _____				
602: <input type="checkbox"/> _____				
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 <u>Jorge W. Conrad</u>	DATE	9-18-24		
609: SELLER <u>Betty J. Conrad</u>	DATE	9-18-24		
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 <u>4407 Burkett rd, Tyrone PA 16686</u>
2	SELLER <u>James W. Conrad and Betty J. Conrad</u>
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	<input checked="" type="checkbox"/> Seller has no knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property.
13	<input type="checkbox"/> 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	<input checked="" type="checkbox"/> Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in or about the Property.
19	<input type="checkbox"/> 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 <u>James W. Conrad</u> DATE _____
24	SELLER <u>Betty J. Conrad</u> DATE <u>9-17-24</u>
25	SELLER _____ DATE _____
26	BUYER
27	DATE OF AGREEMENT _____
28	BUYER'S ACKNOWLEDGMENT
29	<input type="checkbox"/> Buyer has received the pamphlet <i>Protect Your Family from Lead in Your Home</i> and has read the Lead Warning Statement.
30	<input type="checkbox"/> 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	<input type="checkbox"/> 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	<input type="checkbox"/> 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	<input checked="" type="checkbox"/> 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) <u>Hurley Real Estate Auctions</u>
47	LICENSEE <u>[Signature]</u> DATE <u>9-17-24</u>
48	BROKER FOR BUYER (Company Name) _____
49	LICENSEE _____ DATE _____



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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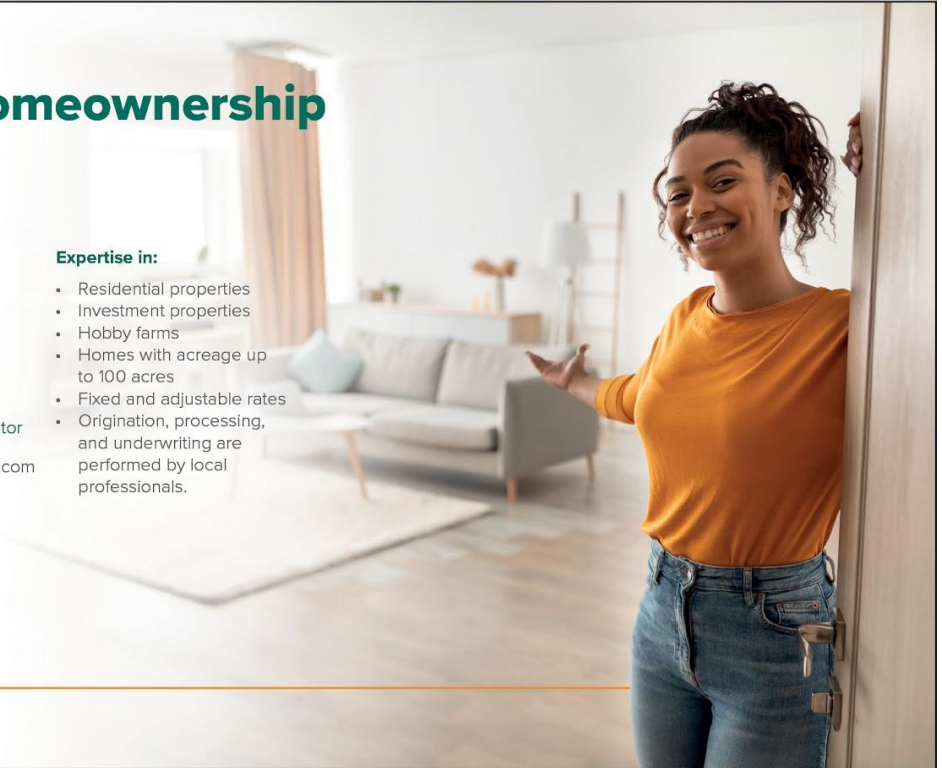
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www.buchanansettlements.com



Lesa Davis

Signature
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Kaleb Hurley, Agent: PA RS360491; MD 5009812