

**“BIDDER INFORMATION
PACKET”**

**PUBLIC REAL ESTATE
AUCTION**

**Saturday
JUNE 17, 2017
@ 10:00am, on site**

**2310 Ash Street
SCRANTON, PA 18510
TAX PARCEL #: 15707-030-031**

**COWLEY REAL ESTATE, INC.
REAL ESTATE BROKERS & AUCTIONEERS
570-344-9411**

AU—002923L

www.cowley1.com

AUCTION INDEX

AUCTION NOTICE, INSPECTION AND AUCTION DATE & TIME

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SELLER DISCLOSURE

Auction Notice

The information contained herein is CONFIDENTIAL, and is being provided as a courtesy to prospective Bidders. By accepting this information packet, recipient agrees to respect and protect the confidentiality of all such information, and to use the same only for the purpose of determining its interest in the purchase of a property.

Although the information contained herein was derived from sources believed reliable, it cannot be guaranteed as entirely accurate or complete by either the Auction Company, the Seller, or their agents. Bidders are expected to verify all information provided to their own satisfaction, and shall rely entirely on their own information, judgment, and inspection of the property. Interested parties assume all risk associated with their conclusions.

The property offered will be sold "AS IS" and in its present condition. No other representations are made, and no other representation, verbal or otherwise, shall be honored, unless specifically stated in the Agreement for Sale of the subject property. The Seller and its agents make no warranty of any kind regarding the value, condition, habitability, merchantability, compliance with codes, or the fitness of a property for any purpose.

Terms relating to the sale are subject to change prior to or on the day of auction, and announcements from the podium shall take precedence over previous printed material or oral statements made.

Potential purchasers are encouraged to seek advice, counsel, and information from professionals regarding any specific area of concern.

PROPERTY INSPECTIONS:

Sundays: June 4th & 11th

1:00 - 3:00pm

or by appointment

AUCTION DATE:

Saturday June 17th

10:00AM

"Terms & Conditions of Sale" for this Real Estate Auction:

**2310 Ash Street
SCRANTON, PA 18510
TAX PARCEL #: 15707-030-031**

**is to be offered at "Open Outcry" Public Auction on
Saturday JUNE 17, 2017 @ 10AM, at the site.**

1. This REAL ESTATE will be sold at Public Auction on Saturday, June 17, 2017, at 10:00AM, at the site, 2310 Ash Street, Scranton, PA 18504, to that registered bidder making the highest successful bid. The REAL ESTATE will be offered at Public Auction, AS FOLLOWS:

SUBJECT TO MINIMUM BID OF \$17,500.00

THIS PROPERTY WILL BE SOLD

**TO THE HIGHEST BIDDER AT OR ABOVE \$17,500.00
IN ITS' "AS-IS" CONDITION WITH NO WARRANTIES BY THE
SELLER OR THE AUCTION COMPANY WHATSOEVER.**

**THIS SALE IS FURTHER SUBJECT TO FINAL COURT
APPROVAL**

These Terms & Conditions of Sale, as stated, shall apply to the property being offered. The successful bidder shall be deemed the buyer and shall immediately acknowledge the amount of the winning bid and tender the required deposit upon knockdown of the winning bid by the Auctioneer.

2. This property is offered and will be sold "AS IS, WHERE IS, WITH ALL FAULTS, & IN ITS PRESENT CONDITION". Neither the Seller, Cowley Real Estate Auctions, nor any of their agents make any representation or warranties with respect to: the physical condition of the land or any improvements thereon, their compliance with any codes or ordinances, their fitness for any particular purpose, their merchantability, or any other warranty expressed or implied. The Seller, Cowley Real Estate, Inc., Cowley Auction Company, and their agents specifically disclaim any warranty, guarantee, or representation, oral or written, past or present, expressed or implied concerning any property. Bidders are expected to undertake their own physical inspection of this property and thorough review of all documents prior to making their bid based entirely on their own independent investigations and findings, and not in reliance on any information provided by The Seller, Cowley Real Estate Auctions, or their agents and affiliates.

3. By registering to bid, buyer acknowledges that the Seller, the Executor of an Estate, is unable and not required to provide a Seller Property Disclosure for the subject property. The Seller also advises that the property has not been tested by the Seller to identify the presence of lead based paint, radon gas, urea formaldehyde foam insulation, lead or solder or pipes, asbestos, or any other physical or environmental condition that might exist at the property. Any inspection or testing of the subject property shall therefore be at the option of and the expense of the bidder, and must be completed prior to the auction. Bidder acknowledges that by this provision, Seller has afforded ample opportunity, in advance of the auction date, for bidder to conduct whatever testing it feels appropriate and necessary for its' protection, at its' own expense. Buyer relieves the seller from responsibility for any defects in the property. The subject property is being sold AS IS, WHERE IS, WITH ALL FAULTS, AND IN ITS' PRESENT CONDITION. Further, any survey that is necessary or desired is the responsibility of the Buyer and will NOT be considered a condition of this sale.

4. A non-refundable deposit in the amount **\$2,500.00** in the form of Cash, Cashier or Certified Check, or form of payment acceptable to the Auction Company or the Seller is to be tendered to the Cowley Auction Company by the successful bidder immediately following the announcement by the Auctioneer that the property has been sold. Cashier or Certified Checks may be made payable to the BIDDER and endorsed to the Auction Company upon awarding of the successful bid. The total deposit must be brought to 10% of the successful bid, if applicable, on or before June 23, 2017. The Auction Company and seller reserve all rights and legal remedies including suit for damages, court costs and attorney fees, as may be provided by law or in equity, to affect collection of any deposit paid on account of the purchase price. In the event of default, by the BUYER, the herein named deposit shall be forfeited AND BUYER will be liable for any loss, sustained by the SELLER, in the re-bid or resale of the subject property to another party.

5. This sale is final and irrevocable. Bids requiring a financing contingency will be permitted, only with prior approval of the Seller and or the Auction Company, and only if in strict compliance with Auction Company protocol .

6. UNLESS OTHERWISE NOTED, CLOSING IS REQUIRED ON OR BEFORE THE CLOSE OF BUSINESS ON JULY 31, 2017, AND TIME IS OF THE ESSENCE OF THIS SALE.

7. Title to this property shall transfer to the buyer at settlement by Fiduciary Deed free and clear of any existing mortgage, real estate taxes, prior lien and/or encumbrance; excepting utility service easements and/or other reservations, covenants, restrictions, and/or easements running with the land in the prior chain of title as recorded in the Public Record. Title provided shall be good to the extent that it is fully insurable by a reputable title insurance provider at its normal rates.

8. There will not be any refund to a buyer who fails to perform as required by the Agreement of Sale. Any deposit paid on account of the purchase price is agreed to be the minimum amount of loss sustained by the seller due to buyer default, and shall be retained by the seller, not as a penalty but as liquidated damages. Upon notice of default, the defaulting bidder shall relinquish any and all rights or claims regarding the property.

9. All real estate property taxes, school taxes, POA dues, municipal service fees, rents and assessments shall be prorated on a per diem basis as of the date of settlement. The Seller shall be responsible for all real estate taxes up to and including the date of settlement. The Buyer shall be responsible for all real estate taxes after the date of settlement.

10. Payment of all real estate transfer taxes shall be made in equal amounts by the Buyer and the Seller. (1.95% EACH)

11. All parties agree that Cowley Real Estate Inc., Cowley Auction Company, their agents, affiliates, and employees are acting in their capacity as AGENTS OF THE SELLER ONLY and are not to be held liable to any party for the performance required of others by any part of this agreement. The Auction Company, its agents and affiliates, shall not be responsible or liable in any way if an owner fails to honor any bid; or refuses to or cannot close title in accordance with the winning bid; or if the property is contaminated with hazardous waste; or if the property is in need of any attention or repairs; or is in any way not satisfactory to the buyer.

12. Other Real Estate Brokers and/or Agents who participate in this sale shall act only in the capacity of a Buyer's Agent, and not as a sub-agent of the Seller. The Auction Company shall provide a 2.50% Buyer Agent fee to that Real Estate Broker, observing strict Auction Company Protocol as being the initial point of contact and observing 24-hour pre-registration requirements, who registers and represents the successful BUYER. Real Estate Brokers, acting as a principal are not entitled to any Buyer Agent Fee. Buyers Agents must be present at the auction and assist their principal with bidding on the subject property

13. By registering with the Auction Company to bid on the offered property, the bidder accepts, acknowledges and agrees to bid subject to the Terms and Conditions as herein stated, and warrants the performance as may, hereby, be required. Bidder confirms that bidder has had the opportunity to consult and be advised by Counsel so as to understand the consequences of all provisions contained herein.

14. If in conflict, the Terms & Conditions of Sale shall take precedence over anything to the contrary in the Agreement of Sale of Real Estate, with the exception of any Special Clauses, particular to the subject property.

15. *This offering is subject to change, withdrawal, or prior sale through the conclusion of the auction.*

16. Announcements made from the podium, whether prior to or during the auction, shall take precedence over any other previously printed material, and/or any other oral statements made. The Auctioneer shall have the sole discretion and final say in: deciding any and all disputes, determining bid increments, and resolving any issues that may arise relating to or concerning the auction.

17. **This sale is subject to a BUYER PREMIUM of 10.00%**

Bidder Registration

REAL ESTATE AUCTION

Saturday, June 17, 2017

@ 10:00AM at the site:

2310 Ash Street

SCRANTON, PA 18510

TAX PARCEL #: 15707-030-031

I hereby certify that I have read, understand and agree to bid subject to the Terms & Conditions of Sale relating to the subject auction (Paragraphs 1-17), as provided to me by Cowley Real Estate Auctions. I further acknowledge that I have received a copy of the same.

By registering to bid with the Auction Company, I the undersigned accept and agree to the Terms and Conditions of Sale, as stated, with the intention to be legally bound thereby.

Name: _____

Address: _____

City _____ State _____ Zip _____

Phone: _____ e-mail _____

Signature: _____

Witnessed and registered by: _____

Authorized Representative
Cowley Auction Company

BUYER PREMIUM NOTICE

REAL ESTATE:

**This Auction Offering is made
SUBJECT TO A 10.00% BUYER PREMIUM.**

**The Final Sale Price (Contract Amount) will be the amount of the
Highest Bid + 10.00%**

Example:	Highest Bid	\$ 50,000.00
	Buyer Premium (5.00%)	\$ 5,000.00
	Contract Amount	\$ 55,000.00

*A Buyer Premium is a portion of the Fee
earned by the
Auction Company*

REAL ESTATE DEPOSIT NOTICE

**FROM SUCCESSFUL REAL ESTATE BIDDER
ON DAY OF SALE:**

\$2,500.00

**FORM OF DEPOSIT: CASH OR BANK CHECK MADE
PAYABLE TO THE BIDDER AND ENDORSED BY THE
SUCCESSFUL BIDDER TO THE AUCTION COMPANY.**

**PERSONAL & BUSINESS CHECKS ONLY WITH PRIOR
APPROVAL OF THE AUCTION COMPANY.**

**The total deposit must be brought to 10% of the
successful bid, if applicable, on or before
JUNE 23, 2017.**

Financing of Real Estate

**TERMS OF THIS REAL ESTATE OFFERING
ARE CASH, WITH CLOSING ON OR BEFORE
JULY 31, 2017**

**FINANCING CONTINGENCIES WILL BE
PERMITTED ONLY WITH PRE-APPROVAL
OF THE AUCTION COMPANY AND ONLY IF
IN STRICT COMPLIANCE WITH
PRE-APPROVAL FORMAT ON
FOLLOWING PAGE**

**FHA & VA PRE-APPROVALS
WILL NOT BE CONSIDERED.**

NO INTERNET LENDER PRE-APPROVALS

**ALL FINANCING PRE-APPROVAL
REQUESTS MUST BE RECEIVED BY THE
AUCTION COMPANY BEFORE THE CLOSE
OF BUSINESS ON JUNE 15, 2017**

PRE-APPROVAL FORMAT

To be on Lender Letterhead and Signed

To: Cowley Real Estate Auction Company.

Re: 2310 Ash Street

SCRANTON, PA 18510

TAX PARCEL #: 15707-030-031

**We have reviewed the credit file, liquid assets and
qualifying income documents of:**

Proposed Buyer

**We hereby certify that we have pre-approved
mortgage financing for this Buyer, not to exceed
\$_____, at an LTV not to exceed
_____%**

**This Pre-approval is contingent only upon formal
application, good, free, clear and marketable title
and satisfactory appraisal of the subject property.**

LENDER

2017
REAL ESTATE TAXES:
\$1,722.35

APPROXIMATE
LOT SIZE:
36.48' X 100'

Tax Record Report for Parcel 15707030031 at 2310 Ash St, PA

Tax Data

Pir#	15707030031	County	Lackawanna
Parcel	00500	Ward	10
Block	0590	Lot #	0110

Owner Information

Owner	RESCIGNO MARCO	Owner Address	452 E DRINKER ST DUNMORE, PA 18512
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Location Information

Subdivision	Leader Park Land Co	Muni Code	34
Municipality	Scranton City	Dwelling Type	R02
Dimensions	36X100		

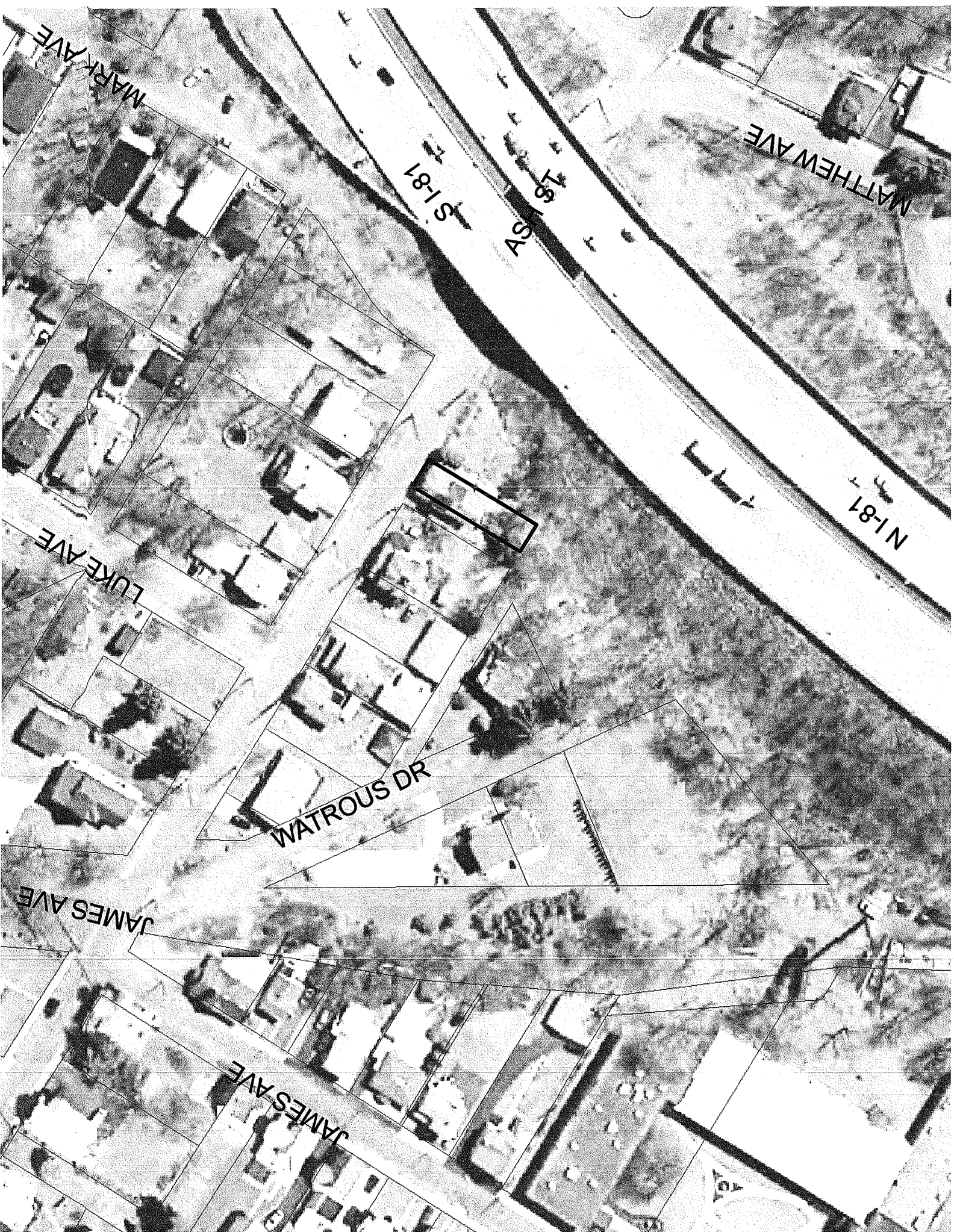
General Tax Information

Total Valuation	7,000	Est Assd County Tax	401.94
Land Value	550	Est Assd Muni Tax	454.02
Improved Value	6,450	Est Assd School Tax	866.39
Instrument Number	2013-20084	Est Assd Total Taxes	1,722.35
Date Aquired	7/8/2013	Last Action Date	09/30/13

Sales History

Date Acquired	Consideration	Instr# - Deed Bk/Pg	Owner
1952/04/23			RESCIGNO MARCO

Tax records last updated Lackawanna: March 14, 2017 / Wyoming: Jan 18, 2017
Information is deemed to be reliable, but is not guaranteed. See [copyright notice](#).



MARK AVE

MATTHEW AVE

S I-81

ASST ST

N I-81

LUKE AVE

WATROUS DR

JAMES AVE

JAMES AVE

**PRESENT DEED
&
SURVEY**

In Witness Whereof, we have hereunto set our hands and seals this 1st day of May 1952.

Witness:
 Daniel S. Swallow (Real Estate Transfer Tax \$0.01) Lewis D. Richards (Seal)
 STATE OF PENNSYLVANIA) SS: On this 1st day of May, 1952, Personally appeared before me, the
 COUNTY OF LACKAWANNA) subscriber, a Notary Public, the within named Daniel S. Swallow
 who being duly sworn according to law doth depose and say that he was present at the time of
 execution of this Indenture and witnessed the signatures of the parties thereto; and that the
 signatures are in the proper handwriting of the parties signing this indenture.

Daniel S. Swallow
 Sworn and subscribed to before me the day and year aforesaid.
 Hazel E. Ash (N. P. Seal)
 Notary Public, Clarks Summit, Pa.
 My Comm. Exp. March 21, 1955.

The consideration stated herein is the true, full and complete value of the transaction.
 Rec. May 22, 1952 at 3:31 P. M. G. A. Hogg, Agent for the Abington Electric Company

SAM CIPRIANO, ET AL

TO

MARCO RESCIGNO
 2310 Ash St.
 Scranton, Pa.

THIS DEED, made the 23rd day of April in the year of our Lord one thousand nine hundred and fifty-two (1952), Between JOSEPH RESCIGNO AND AMELIA RESCIGNO, his wife, and MARY RESCIGNO CIPRIANO AND SAM CIPRIANO, her husband, of the City of Scranton, County of Lackawanna and State of Pennsylvania, Grantors AND MARCO RESCIGNO, of the City of Scranton, County of Lackawanna and State of Pennsylvania, Grantee, Witnesseth that in consideration of One (\$1.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged; the Grantors do hereby

release and quit claim to the said Grantee his Heirs and assigns,
 All those certain lots, pieces or parcels of land situate in the Tenth Ward of the City of Scranton, County of Lackawanna and State of Pennsylvania, bounded and described as follows:
 Being Lots numbered 11, 12, 13, 14, 15 and 17 on Ash Street according to a map of the Leader Park Land Company's plot of lots, which map is recorded in the office of the Recorder of Deeds in and for Lackawanna County in Map Book No. 2 at page 53. Lot Numbered 11 is twenty-five (25) feet in width in front on Ash Street, same width in rear on an alley, known as Woodrow Place or Court, and one hundred (100) feet in depth; lots numbered 12, 13, 14, 15 and 17 are each thirty (30) feet in width in front on Ash Street, same width in rear on an alley known as Woodrow Place or Court, and one hundred (100) feet in depth. Subject to all the conditions, exceptions and reservations contained in prior deeds forming chain of title
 Lots numbered 11, 12, and 13 were conveyed to Amelia Rescigno by deed of Walter H. Kaufhold et ux, dated January 8, 1923 and recorded in Deed Book 327, page 490. Lots numbered 14, 15 and 17 were conveyed to Amelia Rescigno by deed of the Hay Aug Lumber Company dated July 14, 1924 and recorded in Deed Book 342, page 411. Lot 11 and part of Lot 12, being a strip of ten (10) feet wide adjoining Lot 11 were conveyed by the Sheriff of Lackawanna County to Joseph Rescigno by deed dated June 10, 1927 and recorded in Deed Book 308, page 240. A Strip of land ten (10) feet wide of Lot 11 which is adjoined to Lot 12, and a strip of land twenty (20) feet wide of Lot 12 adjoining Lot 11 and the whole of Lot 13 were conveyed by Amelia Rescigno and Joseph Rescigno to Mary Rescigno (now by marriage Mary Rescigno Cipriano) by deed dated November 1, 1933 and recorded in Deed Book 399, page 10. Lot 11 and part of Lot 12, being a strip of land ten (10) feet wide adjoining Lot 11 was conveyed by Amelia Rescigno and Joseph Rescigno to Vito Gialanella by two deeds dated January 16, 1925 and recorded in Deed Book 350, page 45, and by deed dated March 9, 1925 and recorded in Deed Book 340, page 401.
 Lot 11 and part of Lot 12 as aforesaid was conveyed to Joseph Rescigno by Vito Gialanella et ux, by quit claim deed dated August 9, 1934 and recorded in Deed Book 401, Page 196; premises covered by this quit claim deed are the same conveyed by the Sheriff to Joseph Rescigno by deed dated June 10, 1927 and recorded in Deed Book 308, page 240 heretofore recited.
 The purpose of this conveyance is to vest in the Grantee herein absolute title to Lots 11, 12, 13, 14, 15 and 17, aforesaid.
 And being the same premises conveyed by the City of Scranton and the County of Lackawanna to Joseph Rescigno et ux, by deeds intended to be recorded herewith. The deed of the said municipalities was given pursuant to order of Court of Common Pleas entered to No. 130, September Term, 1951.

In Witness Whereof, the Grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
 in the presence of (I.R.S. \$0.55)
 — (Real Estate Transfer Tax \$0.01)

Sam Cipriano (Seal)
 Mary Cipriano (Seal)
 Joseph Rescigno (Seal)
 Amelia Rescigno (Seal)

COMMONWEALTH OF PENNSYLVANIA) SS: On this, the 23rd day of April A.D. 1952, before me a
 COUNTY OF LACKAWANNA) Notary Public, the undersigned officer, personally appeared
 Sam Cipriano, Mary Cipriano, Joseph Rescigno, and Amelia Rescigno, known to me (or satisfactorily
 proven) to be the person whose names are subscribed to the within instrument, and acknowledged
 that they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.
 Salvatore C. Cali (N.P. Seal)
 Notary Public
 My Comm. Exp. January 7, 1955.

AFFIDAVIT OF VALUE REALTY TRANSFER TAX ACT
 COMMONWEALTH OF PENNSYLVANIA) SS: Marco Rescigno being duly sworn, Hereby states he is the
 COUNTY OF LACKAWANNA) (Grantee) in the deed between Joseph Rescigno et al
 (Grantors) 2310 Ash St., Scranton, Pa., and Marco Rescigno (Grantee) 2310 Ash St., Scranton, Pa.
 with regard to which this affidavit is given, and that the true, full and complete value of such
 transaction, including liens and other encumbrances is \$1.00 Dollars (\$1.00). The highest
 assessed value of said real estate for local tax purposes is One thousand eight hundred thirty
 Dollars (\$1830.00) (-)

Marco Rescigno (Grantee)

Exhibit "A"

Sworn and subscribed to before me this 23 day of May, 1952.
Cert. Add. of Grantee is 2310 Ash St.
Scranton, Pa., David J. Reedy, Jr.,
Attorney
David J. Reedy Jr., (N. P. Seal)
Notary Public
410 Mears Bldg., Scranton, Pa.
My Comm. Exp. Jan. 31 day of January 1953.
(-) If transaction is not taxable, explain in this place
Rec. May 23, 1952 at 11:25 A. M.

NICHOLAS M. NOTO, ET UX

TO

NEW CITIZENS BUILDING AND LOAN
ASSOCIATION OF SCRANTON, PA.
505 Cedar Ave.
Scranton, Pa.

THIS DEED, made the 21st day of May in the year of our Lord one thousand nine hundred and fifty-two, Between NICHOLAS M. NOTO AND ANNA NOTO, his wife, of the City of Scranton, County of Lackawanna and State of Pennsylvania, parties of the first part, AND NEW CITIZENS BUILDING AND LOAN ASSOCIATION, OF SCRANTON, PA., a corporation of the State of Pennsylvania, party of the second part.

Witnesseth, that in consideration of the sum of One (\$1.00) Dollar, in hand paid, the receipt whereof is hereby acknowledged, the Grantors do hereby release and quit claim to the said Grantee, its successors and assigns, All the following lot, piece or parcel of land situate, lying and being in the Township of Madison County of Lackawanna and State of Pennsylvania, bounded and described as follows, to wit: Beginning at a point in the center of the dirt road leading southeasterly from the Moscow-Madisonville Road (State Highway Route #890) to the Old Township Road from Hollister's Crossing to Bloomington, said point being seventy-two (72) feet southeasterly from the southeasterly line of lands now or late of Joseph Bodosky, formerly Elwood Parry; thence south forty (40) degrees west along the southeasterly side of a twelve (12) foot driveway, two hundred (200) feet to a point; thence at right angles to said last mentioned line south fifty (50) degrees east sixty (60) feet to a corner; thence North forty (40) degrees east parallel with said first mentioned line, two hundred (200) feet to the center of said dirt road; thence along the center of said dirt road North fifty (50) degrees west sixty (60) feet to the point of beginning.

Being a part of the same premises conveyed by Joseph Noto and Margaret Noto, his wife, to Nicholas M. Noto and Anna Noto, his wife, by deed dated June 8, 1946, recorded in Deed Book 452, page 582; and by deed from said Joseph Noto and Margaret Noto, his wife, to Nicholas M. Noto and Anna Noto, his wife, dated October 12, 1949, and duly recorded in the office of the Recorder of Deeds in Lackawanna County; and being also the same premises intended to have been conveyed by the grantors herein to John Kokinda and Gloria Kokinda, his wife, by deed dated September 11, 1950, and recorded in the office of the Recorder of Deeds of Lackawanna County, and later conveyed by Bart Petrini Sheriff of Lackawanna County to New Citizens Building and Loan Association by deed dated January 18, 1952, and recorded in Lackawanna County in Deed Book 446, page 163.

Together with the right to the grantee herein, its successors and assigns, to use in common with the grantors herein, their heirs and assigns, and Donald W. Slocum and Reah Slocum, his wife, their heirs and assigns, owners of lands Northwest of said twelve (12) foot driveway, that certain twelve (12) foot driveway leading from the road in front of said premises to other lands of the grantors herein and lying between the lot herein conveyed and lot now of Donald Slocum and Reah Slocum, his wife,

In Witness Whereof, said Grantors have hereunto set their hands and seals the day and year first above written.
Signed, Sealed and Delivered

in the presence of
William R. Henkelman (Real Estate Transfer Tax \$0.01)
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF LACKAWANNA) SS: Nicholas Noto (Seal)
Anna Noto (Seal)

On this, the 21st day of May A.D. 1952, before me a Notary Public, the undersigned officer, Personally appeared Nicholas M. Noto and Anna Noto, his wife, known to me or (satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.
Max F. Henkelman (N. P. Seal)
Notary Public
My Comm. Exp. Moh 10, 1953.

AFFIDAVIT OF VALUE REALTY TRANSFER TAX ACT
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF LACKAWANNA) SS: I, W. C. Hessinger, Agent, being duly sworn,
hereby states he is the _____ in the deed
between Nicholas M. Noto, et al (Grantors) 1207 Stafford Avenue, Scranton, Pa., and New
Citizens' B & L Association (Grantee) 505 Cedar Avenue, Scranton, Pa., with regard to
which this affidavit is given, and that the true, full and complete value of such
transaction, including liens and other encumbrances is _____ Dollars (\$____) The highest
assessed value of said real estate for local tax purposes is One and 00 Dollars (\$1.00)
(-).

Sworn and subscribed to before me this 23 day of May 1952
Cert. Add. of Grantee is 505 Cedar Ave., Scranton, Pa., W. C. Hessinger
Walter Shalinsky (N. P. Seal)
Notary Public
607 Main St., Dickson City, Pa.
My Comm. Exp. March 1, 1955.

This conveyance is merely to correct description.
(-) If transaction is not taxable, explain in this place
Rec. May 23, 1952 at 12:40 P. M.

Prepared By: Diana Magni

Return to: PennDOT
55 Keystone Industrial Park
Dunmore, PA 18512

Site Location: LR 1005, Section 5-6 R/W (SR 81)

RW-318QC (7/07)
18-k-2260

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION



ROW OFFICE PROJ. NO.	N/A
COUNTY	Lackawanna
S.R. - SECTION	SR81 (LR1005, Section 5-6 RW)
MUNICIPALITY	SCRANTON (GV)
PARCEL NO.	140
CLAIM NO.	350207800
CLAIMANT	Marco Rescigno

QUIT CLAIM DEED

Made on 7/8/13 between the Commonwealth of Pennsylvania, Department of Transportation (hereinafter called the GRANTOR), and Estate of Marco Rescigno (hereinafter, whether singular or plural, called the GRANTEE),

WITNESSETH, That in consideration of One Thousand One Hundred dollars (\$1,100.00), in hand paid, the receipt whereof is hereby acknowledged, the said GRANTOR does hereby release and quitclaim to the said GRANTEE

- the premises described in Exhibit "A", made a part hereof.
- the premises designated by hatching on the plot plan attached hereto and made a part hereof,

determined by the GRANTOR, in accordance with Section 2003 (e)(7) of the Administrative Code, to be not needed for present or future transportation purposes.

BEING a portion of

property acquired by the GRANTOR from Marco Rescigno in Easement by condemnation on October 1, 1962 by signature of the Governor of Right of Way Plan of LR1005 Section 5-6 filed in Lackawanna County in Map Book 6, Volume 6, pages 1107-1150 incl. on December 21, 1962.

Part of Pin # 15707030031

Part of

LACKAWANNA COUNTY
 Certified Property Identification
 MUNI: 34
 SEP 24 2013
 PIN: 15707030031
 USE: 1000 ASSESS VAL 7000
 CLERK AN
 1000

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
4-0	LACKAWANNA	81	ROW R/W	2 OF 2
CITY OF SCRANTON				
UNION				
MUNICIPAL				

GENERAL NOTES

THE LEGAL RIGHT-OF-WAY ON SR 81 FORMERLY LR 1005 FROM STATION 360+75.00 TO STATION 361+66.33 IS HIGHWAY AND CONVEYANCE OF RIGHT-OF-WAY FOR ROUTE 1005 SECTION 5-6 R/W APPROVED BY GOVERNOR DAVID L. LAWRENCE, ON OCTOBER 1, 1962.

PRIVATE PROPERTY LINES ARE PLOTTED FROM THE DEED BEING REFERENCED AND LIMITED FIELD DATA. PRIVATE PROPERTY LINES WERE NOT SURVEYED BY THE PROFESSIONAL LAND SURVEYOR RESPONSIBLE FOR THE PROJECT, UNLESS OTHERWISE INDICATED.

ALL CURVE DATA IS BASED ON THE ARC DEFINITION UNLESS OTHERWISE INDICATED.

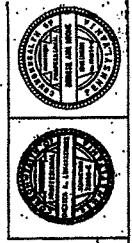
VACATIONS AS SHOWN ON THIS PLAN ARE EFFECTIVE AS OF THE DATE OF THE DEPARTMENT AND FILED IN THE APPROPRIATE COUNTY COURTHOUSE.

HORIZONTAL GEOMETRY IS BASED ON AN ARBITRARY COORDINATE SYSTEM.

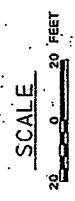
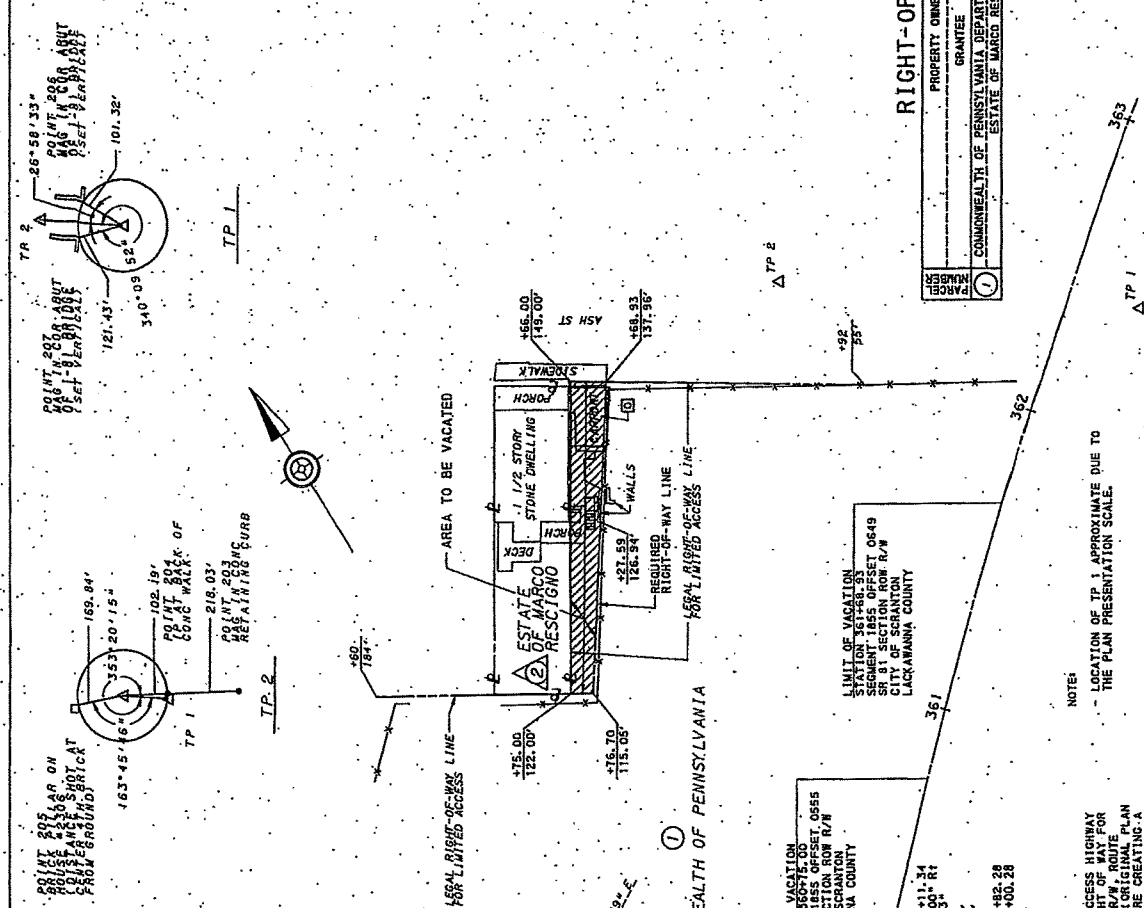
BOUNDARIES AND STRUCTURES MARKED ON THE ENCLOSURE WHICH ARE THE PROPERTY OF THE PROPERTY OWNER OR OWNER'S SUCCESSORS IN CASE ANY ENCROACHMENTS DO NOT INTERFERE WITH OR REMOVE SAME UNTIL AUTHORIZED IN WRITING BY THE ENGINEER.

RIGHT-OF-WAY INFORMATION

PROPERTY OWNER	DATE OF GRANT	DATE OF RECORD	DATE OF CONSID.	RIGHT TO BE VACATED	DATE
COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION	5/11	4-23-52		946 S.F.	10.022 AC.
ESTATE OF MARCO RESCIGNO	7	4-23-52			



K SURVEY BOOK 28601



SUMMARY OF PROJECT COORDINATES

BASED ON ARBITRARY COORDINATE SYSTEM

STATION	POINT	NORTH	EAST	BEARING
353+82.28	PC	50000.0000	50000.0000	N 26°45'19" E
360+11.34	P1	50561.7136	50283.1918	N 82°05'19" E
365+00.28	PT	50556.1812	50035.0712	

POINT	NORTH	EAST	ELEVATION	DESCRIPTION
TP 1	50452.9632	50706.3988		PK MAIL IN CURB
TP 2	50716.0516	50459.4880		MAG MAIL IN CURB
203	50605.1652	50547.2174		MAG MAIL IN CURB
204	50654.0786	50547.4776		TP BACK OF WALK
205	50776.9016	50300.9220		COR BRICK PILLAR
206	50819.1911	50682.9132		MAG IN ABOUT COR
207	50584.5273	50291.1722		MAG IN ABOUT COR

NOTE: FOUR (4) PLACE COORDINATES ARE USED FOR COMPUTATIONAL PURPOSES ONLY AND DO NOT IMPLY A PRECISION BEYOND TWO (2) DECIMAL PLACES.

TP 1 NOT WITHIN THE LIMITS OF THIS PLAN SHEET.

LEGEND

- PARCEL IDENTIFICATION
- △ PARCEL IDENTIFICATION - NO TAKE
- ▨ AREA TO BE VACATED
- EXISTING RIGHT-OF-WAY FENCE

REFERENCES

- AS AINNES FOR LIMITED ACCESS HIGHWAY AND CONVEYANCE OF RIGHT OF WAY FOR ROUTE 1005 SECTION 5-6 R/W, ROUTE 35009PAR SECTION 167M, ORIGINAL PLAN NEW PLAN

NOTES

- LOCATION OF TP 1 APPROXIMATE DUE TO THE PLAN PRESENTATION SCALE.

COMMONWEALTH OF PENNSYLVANIA
TO ESTATE OF MARCO RESCIGNO

AREA TO BE VACATED

Beginning at a point thence South Fifty-Six degrees Twenty-One minutes Four and Sixty-One Hundredths seconds East (S 56°21'04.61" E) a distance of Eleven and Forty-Eight Hundredths (11.48) feet,

thence South Thirty-Four degrees Fifty-Seven minutes Seven and Seventeen Hundredths seconds West (S 34°57'07.17" W) a distance of Forty-Five and Forty-Six Hundredths (45.46) feet,

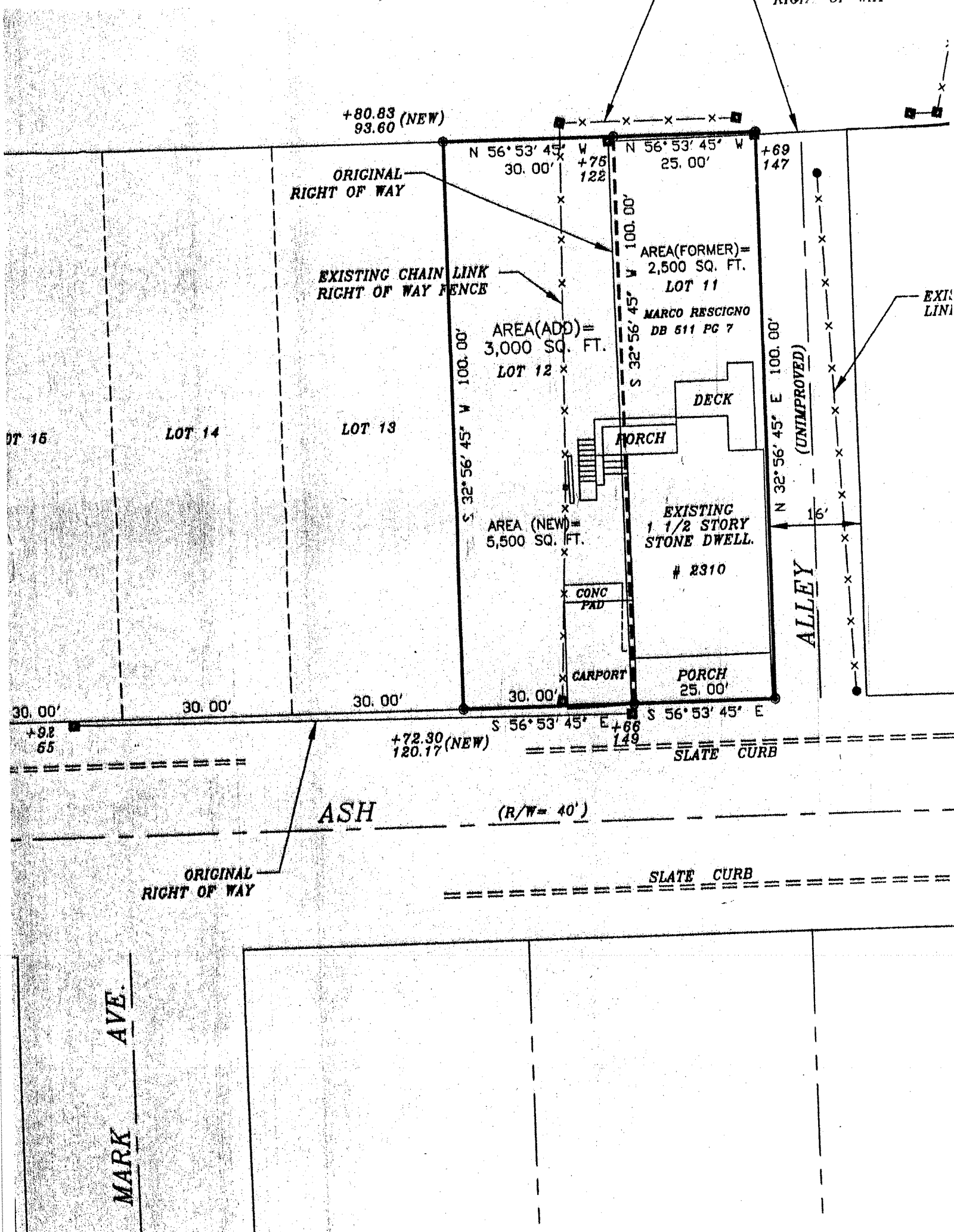
thence South Thirty-Five degrees Thirteen minutes Two and Thirty-Nine Hundredths seconds West (S 35°13'02.39" W) a distance of Fifty-Five and Thirty-One Hundredths (55.31) feet,

thence North Fifty-Seven degrees Thirty-Six minutes Fifty-One and Nineteen Hundredths seconds West (N 57°36'51.19" W) a distance of Seven and Eighteen Hundredths (7.18) feet,

thence North Thirty-Two degrees Thirty-Nine minutes Twenty and Fifteen Hundredths seconds East (N 32°39'20.15" E) a distance of One Hundred and Ninety-One Hundredths (100.91) feet and the POINT OF BEGINNING.

The above described parcel contains ± 0.02 acres (946.28 sq. ft.)

EXHIBIT "A"



+80.83
93.60 (NEW)

RIGHT OF WAY

ORIGINAL
RIGHT OF WAY

EXISTING CHAIN LINK
RIGHT OF WAY FENCE

N 56° 53' 45" W 30.00' +75
122

+69
147

AREA(FORMER) =
2,500 SQ. FT.
LOT 11

MARCO RESCIGNO
DB 511 PG 7

AREA(ADD) =
3,000 SQ. FT.
LOT 12

S 32° 56' 45" W 100.00'

DECK
PORCH

EXISTING
1 1/2 STORY
STONE DWELL.
2310

AREA (NEW) =
5,500 SQ. FT.

N 32° 56' 45" E 100.00'
(UNIMPROVED)

ALLEY

16'

CONC
PAD

CARPORT

PORCH
25.00'

LOT 16

LOT 14

LOT 13

30.00'

30.00'

30.00'

S 56° 53' 45" E +66
149

+72.30
120.17 (NEW)

SLATE CURB

ASH

(R/W = 40')

ORIGINAL
RIGHT OF WAY

SLATE CURB

MARK
AVE.