

Honesty

Integrity

Hard Work

Professionalism



Real Estate Auction

13+-WOODED ACRES IN ADAMS COUNTY WAITING FOR YOU! COMPLETE W/3BR, 2 BATH MANUFACTURED HOME! ADDITIONAL PARCELS AVAILABLE!

WEDNESDAY, NOVEMBER 4, 2020 @ 3:00 PM

2055 IRON SPRINGS RD
FAIRFIELD, PA 17320

Open House(s):
October 24, 2020 @ 3:00 - 4:00 pm
October 31, 2020 @ 3:00 - 4:00 pm



September 25, 2020

Dear Prospective Buyer,

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

2055 - General Information, Deed, Tax Parcel Snip
2215 - General Information, Deed, Tax Parcel Snip
2.76+-Acres - General Information, Deed, Tax Parcel Snip
Aerial
Plat
Seller's Property Disclosure
Conditions of Public Sale
How to Buy Real Estate at Auction
Methods of Payment
Financing Available

If you have any questions after reviewing this report, please don't hesitate to call me at any time. We are looking forward to seeing you at the Auction on Wednesday, November 4, 2020 @ 3:00 pm.

Sincerely,

A handwritten signature in cursive script that reads "Matt Hurley".

Matthew S. Hurley
Auctioneer and Appraiser

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 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 the Auction Company.**



General Information

2055 Iron Springs Rd

Terms: \$5,000 in certified funds day of auction. Balance due in 45 days of sale. (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.)

Closing Location: As agreed upon by the buyer and seller.

Buyer possession: Buyer will have immediate possession upon closing.

Showing Dates: Saturday, October 24 & 31: 3:00 – 4:00 PM

General Information: **TAKE 1 OR ALL!** 3 Properties offered separate, combined, & as a whole! Private, secluded, wooded location close to Liberty Mountain Resort & Frederick, Washington, & Franklin County.

Tract 1: 12.83+-Acres, mostly wooded, w/1972 3BR-2 Bath Doublewide; **Tract 2:** 2.76+- Wooded Acre lot w/road frontage along Iron Springs Rd; **Tract 3:** 4+-Acres w/2 BR-1Bath Bungalow w/unfinished walk-out basement; tenant occupied

2055 Iron Springs Rd has the following features:

- 3 Bedrooms: 14x15; 12x14; 11x12
- 2 Baths (one located in Master bedroom-no wall space between)
- Living Room: 16x11 (carpet)
- Family Room w/Wood Stove: 20x16 (carpet)-access to side patio
- Dining Room: 16x16 (carpet)
- Kitchen w/Breakfast Bar: 12x11 (vinyl floor)
- Side Covered Patio
- Covered Front Porch
- Crawl space under home
- Wood shed-poor condition
- Wood/Metal Shed-Stable-poor condition

Year House Built: Approximately 1972

Lot Size: Approximately 12.83+- acres; House approximately 1,613 square feet; ROW to property off 2.76+- acre parcel 18A17-0002B--000

Utilities:

Water: Well **Sewer:** On Site Septic **Heat:** 90% forced air **Cooling:** none

Location: Hamiltonban Township, Fairfield, Adams County, PA

Zoning: Hamiltonban Township: 717-677-7356

Taxes: Approximately \$3,593 – Tax ID: 18A17-0002A—000

School District: Fairfield Area School District

Local Hospital: WellSpan of Gettysburg, Gettysburg; Summit Health, Chambersburg; Waynesboro Hospital, Waynesboro; Meritus, Hagerstown



Deed 2055 Iron Springs Rd

10824

THIS DEED, made this 28th day of September, A.D., Nineteen Hundred and Seventy-four,

BETWEEN G. Mickley Benchoff, single, of Hamiltonban Township, Adams County, Pennsylvania, Grantor,

AND Emma L. Coleman, single, of the same place, Grantee.

WITNESSETH, that for and in consideration of other good and valuable consideration and the sum of one (\$1.00) dollar, in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey in fee simple to said Grantee,

ALL that tract of mountain land situate, lying and being in Hamiltonban Township, Adams County, Pennsylvania, bounded and described as follows:

BEGINNING at a pile of stones; thence by lands now or formerly of Joseph Reed, and now or formerly of Shindledecker heirs North $54\frac{1}{4}$ degrees West $72\frac{1}{4}$ rods to a hickory stump, now stones; thence by land now or formerly of Henry K. Stoner, South 2 degrees West 35 perches to stone pile; thence by other land now or formerly of Geo. Sourbaugh (deceased) South $54\frac{1}{4}$ degrees East $50\text{-}3/4$ perches to a pile of stones; thence North $35\frac{1}{4}$ degrees East 33.4 perches to the place of beginning. CONTAINING 12 Acres and 133 Perches, more or less.

BEING the same real estate conveyed to the Grantor herein by Deed of May I. Benchoff, Administratrix of the Estate of Mary J. Benchoff et al, dated August 22, 1967 and of record in the office of the Recorder of Deeds of Adams County, Pennsylvania, in Deed Book Volume 263, Page 846.

TOGETHER WITH an easement or right-of-way in favor of the Grantee herein, her heirs and assigns over and upon a certain private road leading from Legislative Route No. 01015 across other lands of the Grantor herein in and to the tract herein conveyed for purposes of ingress, egress and regress to and from said Legislative Route No. 01015 to the lands herein conveyed.

AND the said Grantor will warrant generally the property herein conveyed.

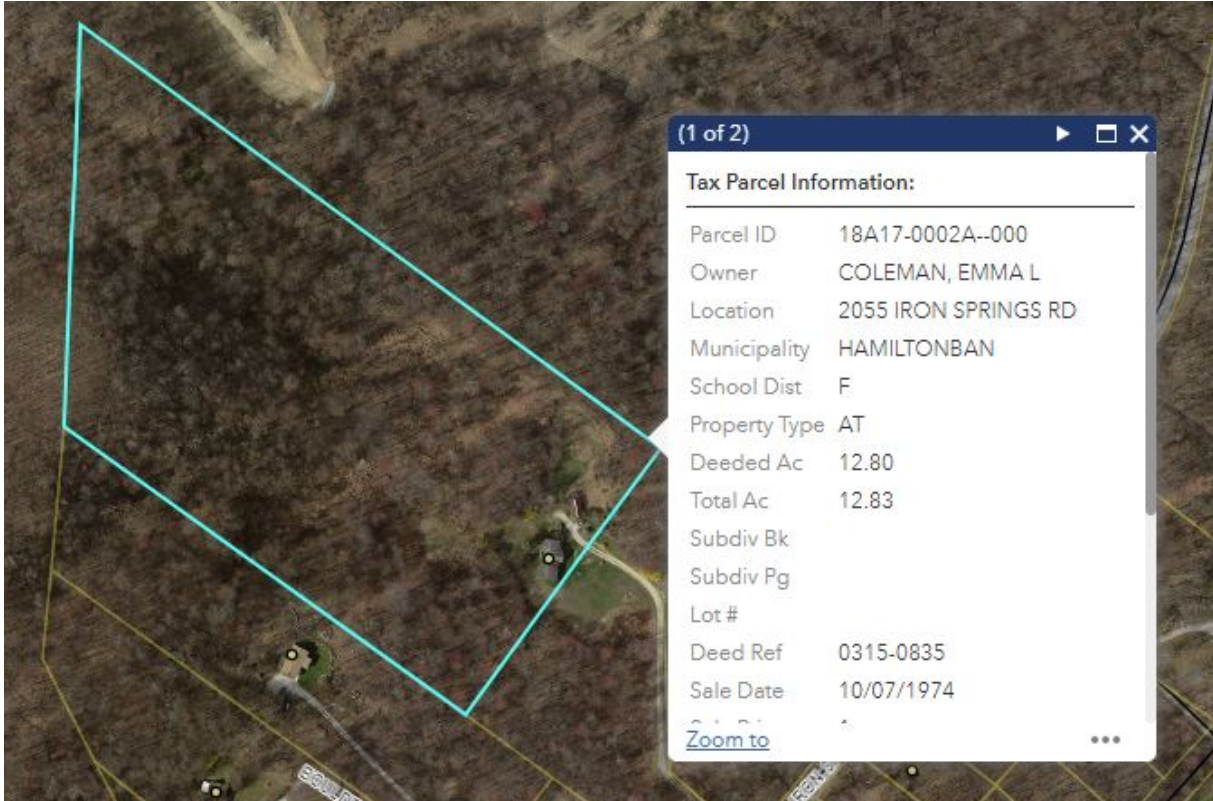
IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal the day and year first above written.

Sealed and delivered in the presence of:

Emmet J. Rowland Jr.

G. Mickley Benchoff
G. Mickley Benchoff

Tax Parcel Snips





General Information

2215 Iron Springs Rd

Terms: \$5,000 in certified funds day of auction. Balance due in 45 days of sale. (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.)

Closing Location: As agreed upon by the buyer and seller.

Buyer possession: Buyer will have immediate possession upon closing.

Showing Dates: Saturday, October 24 & 31: 3:00 – 4:00 PM

General Information: **TAKE 1 OR ALL!** 3 Properties offered separate, combined, & as a whole! Private, secluded, wooded location close to Liberty Mountain Resort & Frederick, Washington, & Franklin County. **Tract 1:** 12.83+-Acres, mostly wooded, w/1972 3BR-2 Bath Doublewide; **Tract 2:** 2.76+- Wooded Acre lot w/road frontage along Iron Springs Rd; **Tract 3:** 4+-Acres w/2 BR-1Bath Bungalow w/unfinished walk-out basement; tenant occupied

2215 Iron Springs Rd has the following features:

- 2 Bedrooms
- 1 Baths
- Full Unfinished Basement: walkout
- 24x24 Pole Building (belongs to tenant)
- Rental income of \$400 monthly-No lease agreement

Year House Built: Approximately 1950

Lot Size: Approximately 4.23+- acres; House approximately 768 square feet

Utilities:

Water: Well **Sewer:** On Site Septic **Heat:** 90% forced air **Cooling:** none

Location: Hamiltonban Township, Fairfield, Adams County, PA

Zoning: Hamiltonban Township: 717-677-7356

Taxes: Approximately \$2,581 – Tax ID: 18A17-0002---000

School District: Fairfield Area School District

Local Hospital: WellSpan of Gettysburg, Gettysburg; Summit Health, Chambersburg; Waynesboro Hospital, Waynesboro; Meritus, Hagerstown



Deed 2215 Iron Springs Rd

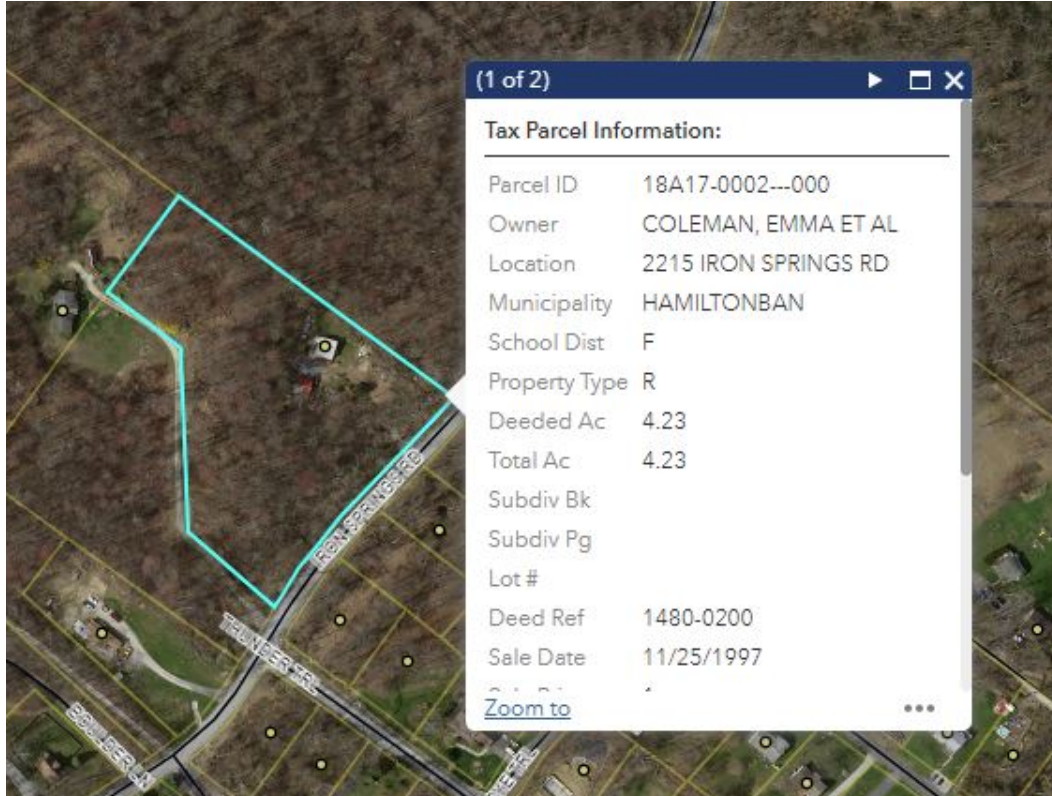
BEGINNING at an existing spike in the centerline of L. R. 01015 at corner of lands now or formerly of Stanley G. Pitts and the tract herein conveyed; thence in L. R. 01015 South 43 degrees 49 minutes 00 seconds West 360.74 feet to an existing P.K. in the centerline of L. R. 01015; thence in the roadway of L. R. 01015 South 35 degrees 31 minutes 00 seconds West 86.86 feet to a bolt in L. R. 01015; thence with Tract 1 on the hereinafter described draft, through an existing right-of-way, North 47 degrees 09 minutes 00 seconds West 214.77 feet to a pipe; thence continuing with Tract 1, and along the western edge of the aforementioned existing right-of-way, North 00 degrees 51 minutes 40 seconds West 293.10 feet to a pipe; thence continuing with Tract 1, and through the said existing right-of-way, North 50 degrees 08 minutes 00 seconds West 147.66 feet to an existing pipe in the centerline of the said right-of-way; thence with lands now or formerly of Emma Coleman North 38 degrees 00 minutes 20 seconds East 192.19 feet to a set pipe at existing stones; thence with lands now or formerly of Stanley G. Pitts South 52 degrees 13 minutes 30 seconds East 578.25 feet, through a 24 inch gum tree on line, to an existing spike in the centerline of L. R. 01015, the place of beginning. CONTAINING 4.235 acres, and being Tract 2 according to draft of J. Riley Redding, R. S., dated November 25, 1980, a copy of which is intended to be recorded herewith.

BEING part of the same real estate conveyed to Guy M. Benchoff and Helen M. Benchoff, husband and wife, by quitclaim deed of Mary Jane Benchoff, widow, May Irene Benchoff, unmarried, and Donald Glenn Benchoff and Geneva K. Benchoff, his wife, dated July 25, 1952, and recorded in Adams County Deed Book Volume 199, Page 431. Guy M. Benchoff and Helen M. Benchoff were divorced in October of 1956, thereby changing the tenancy from tenants by the entireties to tenants in common. Guy M. Benchoff is the same person as the above-referenced Decedent, Guy Mickley Benchoff. The purpose of this deed is to convey all of the Decedent's undivided one half interest in the hereinabove-described real estate, as well as any interest he may have obtained in the remainder of the said real estate by adverse possession or otherwise.

TOGETHER with all and singular the rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof from and after the date of this deed, and all the estate, right, title, interest, property, claims, and demands whatsoever of the said Guy Mickley Benchoff at and immediately before the time of his decease, in law or equity, or otherwise howsoever, of, in, to or out of the same.

BK 1480PG0201

Tax Parcel Snips





General Information

2.76+- Acres Iron Springs Rd

Terms: \$2,500 in certified funds day of auction. Balance due in 45 days of sale. (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.)

Closing Location: As agreed upon by the buyer and seller.

Buyer possession: Buyer will have immediate possession upon closing.

Showing Dates: Saturday, October 24 & 31: 3:00 – 4:00 PM

General Information: **TAKE 1 OR ALL!** 3 Properties offered separate, combined, & as a whole! Private, secluded, wooded location close to Liberty Mountain Resort & Frederick, Washington, & Franklin County. **Tract 1:** 12.83+-Acres, mostly wooded, w/1972 3BR-2 Bath Doublewide; **Tract 2:** 2.76+- Wooded Acre lot w/road frontage along Iron Springs Rd; **Tract 3:** 4+-Acres w/2 BR-1Bath Bungalow w/unfinished walk-out basement; tenant occupied

Lot Size: Approximately 2.76+- acres

Location: Hamiltonban Township, Fairfield, Adams County, PA

Zoning: Hamiltonban Township: 717-677-7356

Taxes: Approximately \$1,059 – Tax ID: 18A17-0002B--000

School District: Fairfield Area School District

Local Hospital: WellSpan of Gettysburg, Gettysburg; Summit Health, Chambersburg; Waynesboro Hospital, Waynesboro; Meritus, Hagerstown



Deed 2.76+- Acres

THIS DEED

49141

MADE the 14th day of June, 1984, between GUY M. BENCHOFF of Fairfield, Adams County, Pennsylvania GRANTOR and EMMA L. COLEMAN of Fairfield, Adams County, Pennsylvania GRANTEE

WITNESSETH, that in consideration of the sum of Eight Hundred (\$800.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantee:

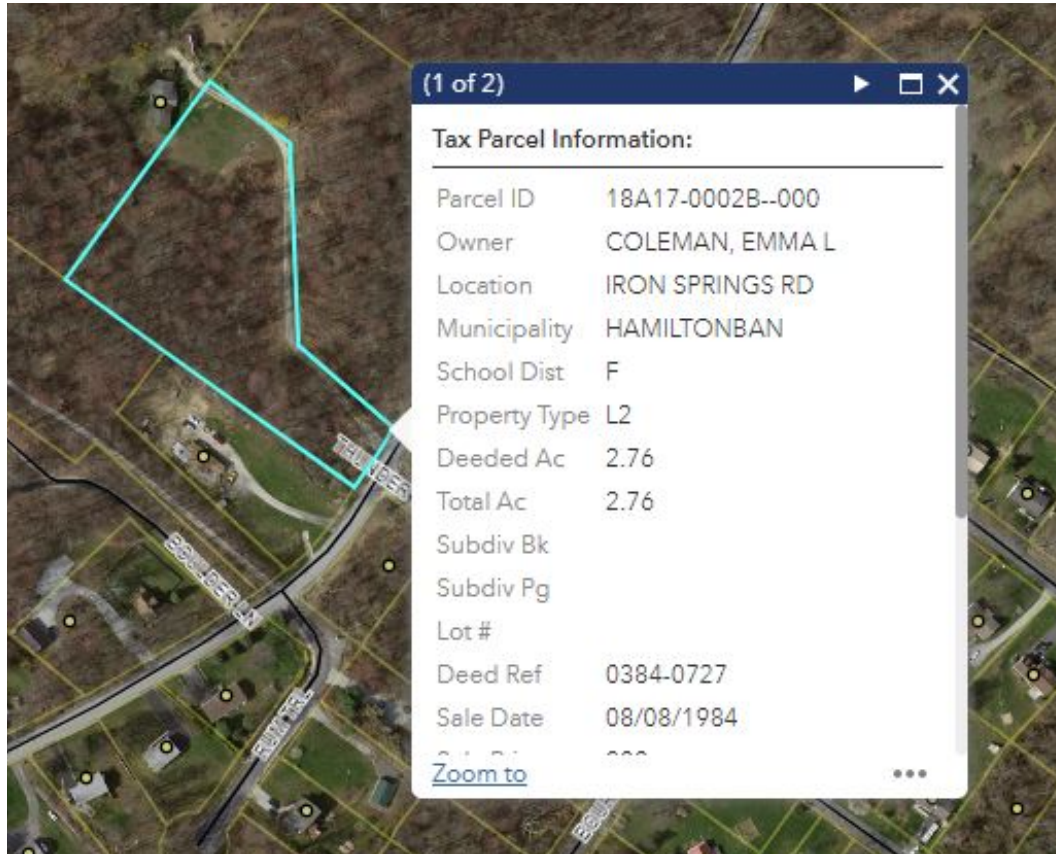
ALL his undivided one-half right, title and interest in that certain real estate situate, lying and being in Hamiltonban Township, Adams County, Pennsylvania, bounded and described as follows:

BEGINNING at an existing railroad spike at the western edge of paving of L.R. 01015 at corner of lands of Bryon Dick and the tract herein conveyed; thence with lands of Bryon Dick North 52 degrees 41 minutes 20 seconds West 549.93 feet to existing stones at corner of other lands of Grantee herein; thence with other lands of Grantee North 38 degrees 00 minutes 20 seconds East 358.72 feet to an existing pipe in a 14-foot right-of-way to Grantee; thence through said 14-foot right-of-way South 50 degrees 08 minutes 00 seconds East 147.66 feet to a pipe; thence along said right-of-way South 00 degrees 51 minutes 40 seconds East 293.10 feet to a pipe; thence continuing through lands of Grantor and the 14-foot right-of-way South 47 degrees 09 minutes 00 seconds East 214.77 feet to a bolt in L.R. 01015; thence through the said L.R. 01015 South 35 degrees 31 minutes 00 seconds West 101.01 feet to the railroad spike at the place of beginning. CONTAINING 2.757 acres according to draft of J. Riley Redding, R.S., dated November 25, 1980.

BEING part of the same real estate conveyed to Guy M. Benchoff and Helen M. Benchoff, husband and wife, by Quitclaim Deed of Mary Jane Benchoff, widow, May Irene Benchoff, unmarried, and Donald Glenn Benchoff and Geneva K. Benchoff, his wife, dated July 25, 1952, and recorded in Adams County Deed Book Volume 199, Page 431. Guy M. Benchoff and Helen M. Benchoff were divorced in October of 1956, thereby changing the tenancy from tenants by the entireties to tenants in common, and this conveyance is for the purpose of conveying Grantor's undivided one-half interest in the hereinabove described real estate.

BOOK 384 PAGE 727

Tax Parcel Snips



Aerial View





Seller's Property Disclosure

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).

PROPERTY EMMA L. COLEMAN 2055 IRON SPRINGS RD.
SELLER CHESTER A. ELY PDA

INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

Generally speaking, 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 real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. A residential real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer of an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS** are involved. The Law defines a number of exceptions where the disclosures do not have to be made:

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

In addition to these exceptions, disclosures for condominiums and cooperatives are limited to the seller's particular unit(s). Disclosures regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale of condominium and cooperative interests.

While the Law requires certain disclosures, this statement includes disclosures beyond the basic requirements of the Law in an effort to assist sellers in complying with seller disclosure requirements and to assist buyers in evaluating the property being considered. Sellers who wish to see or use the basic disclosure form can find the form on the Web site of the Pennsylvania State Real Estate Commission.

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 inspections or warranties** that Buyer may wish to obtain. This Statement is not a warranty of any kind by Seller or a warranty or representation by any listing real estate broker, any selling real estate broker, or their licensees. Buyer is encouraged to address concerns about the condition of the property that may not be included in this Statement. This Statement does not relieve Seller of the obligation to disclose a **material defect** that may not be addressed on this form.

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

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.

Seller's Initials C/E Date 9/2/20

SPD Page 1 of 10

Buyer's Initials _____ / _____ Date _____



Pennsylvania Association of REALTORS®

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1/16

Legacy Realty, Inc., 2800 Buchanan Trail East Greencastle, PA 17225

Phone: (717)597-9100

Fax: (717)597-9922

Matthew Hurley

Disclosure updated

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com



Seller's Property Disclosure

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

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
1	<input checked="" type="checkbox"/>			
2	<input checked="" type="checkbox"/>			
3				
1	<input checked="" type="checkbox"/>			
2				
3				
4				
5				
C			<input checked="" type="checkbox"/>	
D	<input checked="" type="checkbox"/>			

2. OWNERSHIP/OCCUPANCY

- (A) **Occupancy**
 1. When was the property most recently occupied? 2/8/20
 2. Was the Seller the most recent occupant? If "no," when did the Seller most recently occupy the property? _____
 3. How many persons most recently occupied the property? ONE
 (B) **Role of Individual Completing This Disclosure.** Is the individual completing this form:
 1. The owner
 2. The executor
 3. The administrator
 4. The trustee
 5. An individual holding power of attorney
 (C) When was the property purchased? _____
 (D) Are you aware of any pets having lived in the house or other structures during your ownership? _____

Explain section 2 (if needed): _____

	Yes	No	Unk	N/A
1		<input checked="" type="checkbox"/>		
2				
3				
4				
B				
C				
D				
1				
2				
3				
4				
E				

3. CONDOMINIUMS/PLANNED COMMUNITIES/OTHER HOMEOWNERS ASSOCIATIONS

- (A) **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 _____
 (B) If "yes," how much are the fees? \$ _____, paid (Monthly)(Quarterly)(Yearly)
 (C) If "yes," are there any community services or systems that the association or community is responsible for supporting or maintaining? Explain: _____
 (D) If "yes," provide the following information about the association:
 1. Community Name _____
 2. Contact _____
 3. Mailing Address _____
 4. Telephone Number _____
 (E) How much is the capital contribution/initiation fee? \$ _____
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 in the condominium, cooperative, or planned community. Buyers may be responsible for capital contributions, initiation fees or similar one-time fees in addition to regular monthly 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.

	Yes	No	Unk	N/A
1			<input checked="" type="checkbox"/>	
2				
1			<input checked="" type="checkbox"/>	
2				
1			<input checked="" type="checkbox"/>	
2				

4. ROOF AND ATTIC

- (A) **Installation**
 1. When was the roof installed? _____
 2. Do you have documentation (invoice, work order, warranty, etc.)?
 (B) **Repair**
 1. Has the roof or any portion of it been replaced or repaired during your ownership?
 2. If it has been replaced or repaired, was the existing roofing material removed?
 (C) **Issues**
 1. Has the roof ever leaked during your ownership?
 2. Are you aware of any current/past problems with the roof, gutters, flashing or downspouts?

Explain any "yes" answers in section 4, including the location and extent of any problem(s) and any repair or remediation efforts: _____

Seller's Initials C E Date 9/2/20 SPD Page 2 of 10 Buyer's Initials _____ / _____ Date _____



Seller's Property Disclosure

5. BASEMENTS AND CRAWL SPACES

	Yes	No	Unk	N/A
1		✓		
2				
3				
4				
1				✓
2				
3				

(A) Sump Pump

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

(B) Water Infiltration

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

Explain any "yes" answers in this section, including the location and extent of any problem(s) and any repair or remediation efforts: _____

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

	Yes	No	Unk	N/A
1			✓	
2			✓	
1	✓			
2	✓			

(A) Status

- Are you aware of any termites/wood-destroying insects, dryrot, or pests affecting the property?
- Are you aware of any damage caused by termites/wood-destroying insects, dryrot, or pests?

(B) Treatment

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

Explain any "yes" answers in section 6, including the name of any service/treatment provider, if applicable: _____

7. STRUCTURAL ITEMS

	Yes	No	Unk	N/A
A			✓	
B	✓			
C			✓	
1			✓	
2			✓	
3			✓	
E			✓	
F			✓	

- ### (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, basement or crawl spaces?

(D) Stucco and Exterior Synthetic Finishing Systems

- Is your property constructed with stucco?
- Is your property constructed with an Exterior Insulating Finishing System (EIFS), such as Dryvit or synthetic stucco, synthetic brick or synthetic stone?
- If "yes," when was it installed? _____

- ### (E)
- Are you aware of any fire, storm, water 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, including the location and extent of any problem(s) and any repair or remediation efforts: _____

8. ADDITIONS/ALTERATIONS

	Yes	No	Unk	N/A
A			✓	
B	✓			

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

- ### (B)
- Are you aware of any private or public architectural review control of the property other than zoning codes?

Addition, structural change, or alteration	Approximate date of work	Were permits obtained? (Yes/No/Unknown)	Final inspections/ approvals obtained? (Yes/No/Unknown)

A sheet describing other additions and alterations is attached.

Seller's Initials C/E Date 9/2/20 SPD Page 3 of 10 Buyer's Initials _____ / _____ Date _____



Seller's Property Disclosure

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

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

9. WATER SUPPLY

	Yes	No	Unk	N/A
1		<input checked="" type="checkbox"/>		
2	<input checked="" type="checkbox"/>			
3				
4				
5				
6				
7				
8				
1			<input checked="" type="checkbox"/>	
2			<input checked="" type="checkbox"/>	
1			<input checked="" type="checkbox"/>	
2			<input checked="" type="checkbox"/>	
3			<input checked="" type="checkbox"/>	
4	<input checked="" type="checkbox"/>			
5				
1				<input checked="" type="checkbox"/>
2		<input checked="" type="checkbox"/>		
3				
1			<input checked="" type="checkbox"/>	
2		<input checked="" type="checkbox"/>		
1			<input checked="" type="checkbox"/>	
2			<input checked="" type="checkbox"/>	

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

1. Public
2. A well on the property
3. Community water
4. A holding tank
5. A cistern
6. A spring
7. Other _____
8. No water service (explain): _____

(B) **Bypass Valve** (for properties with multiple sources of water)

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

(C) **Well**

1. Has your well ever run dry?
2. Depth of Well _____
3. Gallons per minute _____, measured on (date) _____
4. Is there a well used for something other than the primary source of drinking water?
5. If there is an unused well, is it capped?

(D) **Pumping and Treatment**

1. If your drinking water source is not public, is the pumping system in working order? If "no," explain: _____
2. Do you have a softener, filter, or other treatment system? _____
3. Is the softener, filter, or other treatment system leased? From whom? _____

(E) **General**

1. When was your water last tested? _____ Test results: _____
2. Is the water system shared? With whom? _____

(F) **Issues**

1. Are you aware of any leaks or other problems, past or present, relating to the water supply, pumping system, and related items?
2. Have you ever had a problem with your water supply?

Explain any "yes" answers in section 9, including the location and extent of any problem(s) and any repair or remediation efforts: _____

10. SEWAGE SYSTEM

	Yes	No	Unk	N/A
1	<input checked="" type="checkbox"/>			
2				
3			<input checked="" type="checkbox"/>	
1				
2				
3	<input checked="" type="checkbox"/>			
4				

(A) **General**

1. Is your property served by a sewage system (public, private or community)?
2. If no, is it due to availability or permit limitations?
3. When was the sewage system installed (or date of connection, if public)? _____

(B) **Type** Is your property served by:

1. Public (if "yes," continue to D through G below)
2. Community (non-public)
3. An individual on-lot sewage disposal system
4. Other, explain: _____

Seller's Initials C, E Date 9/2/20 SPD Page 4 of 10 Buyer's Initials _____ / _____ Date _____



Seller's Property Disclosure

	Yes	No	Unk	N/A
1			✓	
2			✓	
3			✓	
4			✓	
5			✓	
6			✓	
7		✓		
8			✓	
1			✓	
2	✓			
3			✓	
4			✓	
5	✓			
6	✓			
7	✓			
1			✓	
2			✓	
1			✓	
2				
3				
4				
1			✓	
2			✓	

(C) **Individual On-lot Sewage Disposal System.** Is your sewage system (check all that apply):

1. Within 100 feet of a well
2. Subject to a ten-acre permit exemption
3. A holding tank
4. A drainfield
5. Supported by a backup or alternate drainfield, sandmound, etc.
6. A cesspool
7. Shared
8. Other, explain: _____

(D) **Tanks and Service**

1. Are there any metal/steel septic tanks on the Property?
2. Are there any cement/concrete septic tanks on the Property?
3. Are there any fiberglass septic tanks on the Property?
4. Are there any other types of septic tanks on the Property?
5. Where are the septic tanks located? FRONT OF HOUSE
6. How often is the on-lot sewage disposal system serviced? EVERY 3 YEARS
7. When was the on-lot sewage disposal system last serviced? 2019

(E) **Abandoned Individual On-lot Sewage Disposal Systems and Septic**

1. Are you aware of any abandoned septic systems or cesspools on your property?
2. Have these systems or cesspools been closed in accordance with the municipality's ordinance?

(F) **Sewage Pumps**

1. Are there any sewage pumps located on the property?
2. What type(s) of pump(s)? _____
3. Are pump(s) in working order?
4. Who is responsible for maintenance of sewage pumps? _____

(G) **Issues**

1. Is any waste water piping not connected to the septic/sewer system?
2. Are you aware of any past or present leaks, backups, or other problems relating to the sewage system and related items?

Explain any "yes" answers in section 10, including the location and extent of any problem(s) and any repair or remediation efforts: _____

	Yes	No	Unk	N/A
1	✓			
2	✓			
3				
4				
5				
6				
7				
B	✓			

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 _____

(B) Are you aware of any 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: FIXTURES DRIP

	Yes	No	Unk	N/A
1	✓			
2				
3				
4				
5				
6				
7				
8		✓		
B				
C		✓		

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
5. Solar
6. Geothermal
7. Other: _____
8. Is your water heating a summer-winter hook-up (integral system, hot water from the boiler, etc.)?

(B) How many water heaters are there? _____ When were they installed? _____

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

If "yes," explain: _____

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Seller's Property Disclosure

13. HEATING SYSTEM

	Yes	No	Unk	N/A
1				
2				
3	✓			
4				
5				
6				
7	✓			
8				
9				
1	✓			
2				
3				
4				
5				
6				
7	✓			
8				
9				
1			✓	
2	✓			
3				
4				
1	✓			
2	✓			
3				✓
4				
5	✓			
6	✓			
7	✓			
8				
9				
1	✓			
2	✓			
3				
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7				
8				
9				

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

- Electric
- Natural gas
- Fuel oil
- Propane
- Geothermal
- Coal
- Wood
- Other _____

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

- Forced hot air
- Hot water
- Heat pump
- Electric baseboard
- Steam
- Radiant
- Wood stove(s) How many? ONE
- Coal stove(s) How many? _____
- Other: _____

(C) Status

- When was your heating system(s) installed? _____
- When was the heating system(s) last serviced? 1/20
- How many heating zones are in the property? _____
- Is there an additional and/or backup heating system? Explain: _____

(D) Fireplaces

- Are there any fireplace(s)? How many? ONE
- Are all fireplace(s) working? _____
- Fireplace type(s) (wood, gas, electric, etc.): _____
- Were the fireplace(s) installed by a professional contractor or manufacturer's representative? _____
- Are there any chimney(s) (from a fireplace, water heater or any other heating system)? _____
- How many chimney(s)? 2 When were they last cleaned? _____
- Are the chimney(s) working? If "no," explain: _____

(E) List any areas of the house that are not heated: _____

(F) Heating Fuel Tanks

- Are you aware of any heating fuel tank(s) on the property? _____
- Location(s), including underground tank(s): FRONT Porch
- If you do not own the tank(s), explain: _____

Are you aware of any problems or repairs needed regarding any item in section 13? If "yes," explain: _____

14. AIR CONDITIONING SYSTEM

	Yes	No	Unk	N/A
1		✓		
2				
3				
4				
5				
1				
2				
3				
C				
P				

(A) Type(s). Is the air conditioning (check all that apply):

- Central air
- Wall units
- Window units
- Other _____
- None

(B) Status

- When was the central air conditioning system installed? _____
- When was the central air conditioning system last serviced? _____
- How many air conditioning zones are in the property? _____

(C) List any areas of the house that are not air conditioned: _____

Are you aware of any problems with any item in section 14? If "yes," explain: _____

15. ELECTRICAL SYSTEM

	Yes	No	Unk	N/A
1				
2	✓			

(A) Type(s)

- Does the electrical system have fuses?
- Does the electrical system have circuit breakers?

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Seller's Property Disclosure

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

(B) What is the system amperage? _____

(C) Are you aware of any knob and tube wiring in the home?

Are you aware of any problems or repairs needed in the electrical system? If "yes," explain:

16. OTHER EQUIPMENT AND APPLIANCES

This section must be completed for each item that will, or may, be sold with the property. The fact that an item is listed does not mean it is included in the Agreement of Sale. Terms of the Agreement of Sale negotiated between Buyer and Seller will determine which items, if any, are included in the purchase of the Property.

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

Are you aware of any problems or repairs needed regarding any item in section 16? If "yes," explain:

	Yes	No	Unk	N/A
1	<input checked="" type="checkbox"/>			
2	<input checked="" type="checkbox"/>			
3		<input checked="" type="checkbox"/>		
4			<input checked="" type="checkbox"/>	

17. 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, or 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 that might affect this property?

Note to Buyer: The property may be subject to mine subsidence damage. Maps of the counties and mines where mine subsidence damage may occur and mine subsidence insurance are available through: Department of Environmental Protection, Mine Subsidence Insurance Fund, 25 Technology Drive, California Technology Park, Coal Center, PA 15423 (800) 922-1678 (within Pennsylvania) or (724) 769-1100 (outside Pennsylvania).

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Seller's Property Disclosure

(B) Preferential Assessment and Development Rights

Is the property, or a portion of it, preferentially assessed for tax purposes, or subject to limited development rights under the:

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

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

(C) Property Rights

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

1. Timber
2. Coal
3. Oil
4. Natural gas
5. Other minerals or rights (such as farming rights, hunting rights, quarrying rights) Explain: _____

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

Explain any "yes" answers in section 17: _____

	Yes	No	Unk	N/A
1				✓
2			✓	
3			✓	
4			✓	
5			✓	
6			✓	
7			✓	
8			✓	
9			✓	
10			✓	

18. FLOODING, DRAINAGE AND BOUNDARIES

(A) Flooding/Drainage

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

Explain any "yes" answers in section 18(A), including dates and extent of flooding and the condition of any man-made storm water management features: _____

(B) Boundaries

1. Are you aware of any encroachments, boundary line disputes, or easements affecting the property?

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.

2. Do you access the property from a private road or lane?
3. If "yes," do you have a recorded right of way or maintenance agreement?
4. Are you aware of any shared or common areas (driveways, bridges, docks, walls, etc.) or maintenance agreements?

Explain any "yes" answers in section 18(B): _____

	Yes	No	Unk	N/A
1		✓		
2		✓		
3		✓		
4		✓		
5		✓		
6		✓		
7		✓		
8				
9				
10				
11		✓		
12		✓		
13		✓		
14		✓		

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Seller's Property Disclosure

19. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

	Yes	No	Unk	N/A
1		✓		
2			✓	
1		✓		
2		✓		

(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?

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," list date, type, and results of all tests below:

	First Test	Second Test
Date	_____	_____
Type of Test	_____	_____
Results (picocuries/liter)	_____	_____
Name of Testing Service	_____	_____

- Are you aware of any radon removal system on the property? If "yes," list date installed and type of system, and whether it is in working order below:

Date Installed	Type of System	Provider	Working?
_____	_____	_____	_____

(C) Lead Paint

If 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.

- 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?

(D) Tanks

- Are you aware of any existing or removed underground tanks? Size: _____
- If "yes," have any tanks been removed during your ownership?

(E) Dumping. Are you aware of any dumping on the property?

(F) Other

- Are you aware of any existing hazardous substances on the property (structure or soil) such as, but not limited to, asbestos or polychlorinated biphenyls (PCBs)?
- Have you received written notice regarding the presence of an environmental hazard or bio-hazard on your property or any adjacent property?
- Are you aware of testing on the property for any other hazardous substances or environmental concerns?
- Are you aware of any other hazardous substances or environmental concerns that might impact upon the property?

Explain any "yes" answers in section 19: _____

	Yes	No	Unk	N/A
1			✓	
2			✓	
			✓	
1			✓	
2			✓	
E			✓	
			✓	
1		✓		
2		✓		
3			✓	
4		✓		

20. MISCELLANEOUS

(A) Deeds, Restrictions and Title

- Are you aware of any deed restrictions that apply to the property?
- Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the property?
- Are you aware of any reason, including a defect in title, that would prevent you from giving a warranty deed or conveying title to the property?

(B) Financial

- Are you aware of any public improvement, condominium or homeowner association assessments against the property that remain unpaid or of any violations of zoning, housing, building, safety or fire ordinances or other use restriction ordinances that remain uncorrected?
- Are you aware of any mortgage, judgment, encumbrance, lien, overdue payment on a support obligation, or other debt against this property or Seller that cannot be satisfied by the proceeds of this sale?
- Are you aware of any insurance claims filed relating to the property?

	Yes	No	Unk	N/A
1		✓		
2		✓		
3		✓		
1		✓		
2		✓		
3		✓		

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	Yes	No	Unk	N/A
1		✓		
2		✓		
1		✓		

(C) Legal

1. Are you aware of any violations of federal, state, or local laws or regulations relating to this property?
2. Are you aware of any existing or threatened legal action affecting the property?

(D) Additional Material Defects

1. Are you aware of any material defects to the property, dwelling, or fixtures which are not disclosed elsewhere on this form?

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

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

Explain any "yes" answers in section 20: _____

21. ATTACHMENTS

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

- Seller's Property Disclosure Statement Addendum (PAR Form SDA)
- _____
- _____
- _____

The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete to the best of Seller's knowledge. Seller hereby authorizes the Listing Broker to provide this information to prospective buyers of the property and to other real estate licensees. **SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS STATEMENT.** Seller shall cause Buyer to be notified in writing of any information supplied on this form which is rendered inaccurate by a change in the condition of the property following completion of this form.

SELLER _____ DATE _____
 SELLER _____ DATE _____
 SELLER _____ DATE _____

EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

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

DATE _____

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

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

BUYER _____ DATE _____
 BUYER _____ DATE _____
 BUYER _____ DATE _____



Conditions of Public Sale

CONDITIONS OF PUBLIC SALE OF REAL ESTATE

OWNED BY _____,

LOCATED AT 2055 Iron Springs Rd, Fairfield, PA 17320

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. If any disputes arise to any bid, the Seller/Auctioneer reserves the right to cause the property to be immediately put up for sale again.
2. **Real Estate Taxes.** All real estate taxes for **20 20- 21** 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 on any assignment of this Agreement by Buyer.
4. **Terms.** \$5,000 or _____ % handmoney, either in form of cash, cashier's check, or certified check when the property is struck down, and the balance, without interest, on or before **December 21, 2020** 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.
5. **Forfeiture.** The time for settlement shall be of the essence. If the Buyer fails to comply with these terms of sale, Seller shall have the option of retaining all deposit monies or other sums paid by Buyer on account of the purchase price as Seller shall elect: (a) as liquidated damages, in which event Buyer and Seller shall be released from further liability or obligation and this Agreement shall be null and void, or (b) on account of the purchase price, or as monies to be applied to Seller's damages as Seller may elect.
6. **Marketable Title.** A good and marketable title will be given free and clear of all liens and encumbrances. The real estate is being sold subject to restrictions and rights-of-way of record in the **Adams** County Courthouse and which may be visible by inspection of the premises.
7. **Risk of Loss.** Seller shall maintain the property grounds, fixtures and any personal property specifically sold with the property in its present condition, normal wear and tear excepted. Seller shall bear the risk of loss for fire or other casualties until the time of settlement. In the event of damage by fire or other casualty to any property included in this sale that is not repaired or replaced prior to settlement, Buyer shall have the option of rescinding this Agreement and promptly receiving all monies paid on account of the purchase price or of accepting the property in its then condition, together with the proceeds of any insurance obtainable by Seller. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in the property as of the time of execution of this Agreement.
8. **Warranty.** The Buyer expressly acknowledges and understands that the Buyer is buying the property in its present condition and that the Seller makes no representation or warranty of any kind whatsoever with regard to the condition of the premises or any components thereof, including but not limited to, the roof, the electrical system, the plumbing system, the heating system, or any other part of the structure, or any of the improvements on the land.
 - A. **Radon.** Seller has no knowledge concerning the presence or absence of radon. The Seller makes no representation or warranty with regard to radon or the levels thereof.
 - B. **Lead-Based Paint.** If the house was built before 1978, the house may have lead-based paint. Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing and has no reports or records pertaining to lead-based paint and/or hazards in the housing. A lead-based pamphlet "Protect Your Family from Lead in Your House" has been given to Buyer. Buyer waives any ten (10) day lead-based paint assessment period.
 - C. **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.
 - D. **Fixtures and Personal Property.** Included in the sale and purchase price are all existing items presently installed in the property, including 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 other personal property that is not a fixture is reserved to Seller, which personal property shall be removed prior to settlement.
 - E. **Ventilation/Mold.** The Seller makes no representations or warranties with regard to mold or the absence of mold, adequate or inadequate air exchange or venting, or any other matters of home construction wherein mold may be present in the real estate.
 - F. **"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 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 agree 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.

Seller (SEAL)

Dated: _____
Seller (SEAL)

Telephone No. _____

AGREEMENT OF BUYER(S)

I/We _____

Of _____

Telephone No: _____

hereby acknowledge that I/we have become the Buyer(s) of real estate known as 2055 Iron Springs Rd, Fairfield, PA 17320 for the purchase price of \$ _____ subject to the foregoing conditions of sale with which I/we agree to comply.

Buyer (SEAL)

Dated: _____
Buyer (SEAL)

Purchase Price \$ _____

Hand money delivered to Auction Company \$ _____

Balance due at final settlement \$ _____



How to Buy Real Estate at Auction

Buying at a Hurley 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 on the last page of this packet.
- ❖ You will need a down payment as described in the general information section.
- ❖ Gather all available information and determine what the property is worth to you.
- ❖ The auction will begin promptly at the scheduled time. You should arrive at least 30 minutes early to register with our cashier. You will need your driver’s license or another form of photo ID.
- ❖ Listen carefully to all announcements made 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 \$100,000 and he may need to come down to \$75,000 until somebody agrees to bid. At this point the action 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 contact us.

Easy as 1,2,3!!!!!!!. Purchasing at auction is fun & dynamic. Enjoy the experience. If you have additional questions about auctions, please contact Hurley Auctions at 717-597-9100.



Acceptable Methods of Payment

Each Real Estate Auction requires that a non-refundable down payment be made at the time the property is struck down. The following methods are the only methods of payment accepted by Hurley Auction Co. Inc. unless otherwise approved by Hurley Auctions:

- 1) Cash
- 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.

Letter of Guarantee

Date: (Date of letter)

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

Re: (Customer requesting Letter of Credit)

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

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

This guarantee will apply only to the Hurley Auctions for purchases made (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 #



Real Estate Auction Financing

Purchasing a home at auction has never been easier. In fact, each year real estate auctions become more and more popular. The following financial institutions/mortgage companies are familiar with the auction process and have representatives available to pre-qualify and assist you in all your real estate auction financing needs.



Let's Get You Home.

Jim Gullace
 Loan Officer
 NMLS ID: 532690
 e: jgullace@firsthome.com
 c: (240) 675-0865

FIRST HOME MORTGAGE **LENDER** First Home Mortgage Corporation NMLS ID #71603
 (www.nmlsconsumeraccess.org)



Contact me today!

- * USDA
- * FHA
- * Conventional
- VA
- PHFA
- Manufactured

* Rehab options available

Tammy Meyers,
 Loan Officer
 o: 717.590.8009 | c: 717.658.6049
tmeyers@unionhomemortgage.com

946 Lincoln Way East | Suite 5
 Chambersburg, PA 17201

UNIONHOME MORTGAGE

Union Home Mortgage Corp. NMLS #2229
 IO NMLS 145724 | PA 44747 | MD 13662

Mortgage Solutions **F&M TRUST**



Rhetta Martin
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 717.261.3567
rhetta.martin@f-mtrust.com

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FINANCING AND SERVICES FOR ALL YOUR AGRICULTURAL AND COUNTRY LIVING NEEDS



AgChoice Farm Credit
 Cumberland Valley Branch (Chambersburg)
800.554.9055
www.AgChoice.com
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Heather Weeks, Doug Corl, Don Chlebowski & Emme Rickabaugh

MID PENN BANK
 AGRICULTURAL LENDING



Jeff Myers
 Senior Agricultural Lender
 717-503-9115
jeffrey.myers@midpennbank.com

Member FDIC



Real Estate Settlements

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

When details matter, choose a settlement agency you can trust. We offer exhaustive title examinations, seamless closings, iron-clad insurance, and post-settlement support.

APLUS

SETTLEMENT SERVICES, INC.

With 3 Locations to Better Serve Our Customers:

17A W. Baltimore Street, Greencastle, PA 17225 • 717 593-9300
263 Lincoln Way East, Chambersburg, PA 17201 • 717 753-3620
201 S. 2nd Street, McConnellsburg, PA 17233 • 717 485-9244

To Speak to a Title
Professional Contact:

Vicki Ott
Owner



Vicki.Ott@aplussettlementservices.com
www.partnerwithaplus.com



"An Attorney At Every Settlement"

Center Square
Real Estate Settlement Services, Inc.

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

9 East Main Street
Waynesboro, PA 17268

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



**Buchanan Settlement
Services, Ltd., Inc**

Dawn E. Monn
Title Agent

www.BuchananSettlements.com

2025 East Main Street
Waynesboro, PA 17268

Ph: 717.762.1415 x105
Ph: 717.263.5001 x 105
Fax: 717.765.0172

E-mail: jevanslaw-buchanan@supernet.com



Real Estate Settlements

When it comes to your real estate closings and title insurance needs, don't settle for less than the best.

Settle with Madison.



Robin Mull
Partner/Owner

robin.mull@madisonsettlements.com



946 Lincoln Way East
Chambersburg, PA 17201
717.264.4534



Kristen Parr
Assistant Manager

kristen.parr@madisonsettlements.com

Behind the scenes. Ahead of the curve.



Lesa Davis



Licensed in MD, PA & WV

1185 Mount Aetna Road
Hagerstown, Maryland 21740
Phone: 301-797-0600 Fax: 301-797-3511
Cell: 301-471-4839
lesadavis@tristatesettlements.com

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

ABOUT OUR COMPANY

Hurley Auctions is a full service, full time Auction Company with a well-trained staff ready to assist you in obtaining your sales goals. We are recognized as leaders in the auction industry, having successfully conducted hundreds of real estate and personal property auctions annually.

OUR MISSION

Hurley Auctions' mission is to provide the highest possible auction and appraisal services available. We do this through honesty, integrity, professionalism, and hard work. We are committed to treating each client with the utmost respect. We handle each auction professionally and to the best of our ability. Our success is measured by the ultimate satisfaction of all those whom we serve.



Headquarters
2800 Buchanan Trail East
Greencastle, PA 17225
Matthew S. Hurley Lic. PA-AU0033413L
WV-1830 * MD * FL-AU4597
R. Eugene Hurley PA Lic. AU003793L

717-597-9100
301-733-3330
866-424-3337

