

Honesty

Integrity

Hard Work

Professionalism



## *Real Estate Auction*

***COMING SOON! CHECK BACK FOR UPDATES! GREAT  
INVESTMENT OPPORTUNITY! 3 UNITS!***

WEDNESDAY, JUNE 22, 2022 @ 3:00 PM

139-141-N CHURCH  
WAYNESBORO, PA 17268

Open House(s):  
June 11, 2022 @ 1:00 - 2:00 pm  
June 18, 2022 @ 1:00 - 2:00 pm



May 26, 2022

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:

General Information  
Ordinance No. 1171  
Template-Transfer of Ownership  
Aerial View  
Tax Card Snip  
Deed  
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, June 22, 2022 @ 3:00 pm.

Sincerely,

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

**Terms:** \$5,000 in certified funds day of auction. Balance due in 45 days. Announcements made on day of sale take precedence over all printed material. (See Payment & Financing page for detailed info.) **As a multi-family structure, the property is subject to provisions of Ordinance 1171 (included in packet); Also attached is a template which transfers responsibility for any identified repairs from the seller to the buyer, as the seller will not be responsible for any repairs.**

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

**Buyer possession:** Buyer will have immediate possession upon closing.

**Showing Dates:** Saturday, June 11 & 18: 1:00 PM – 2:00 PM

**General Information:** ***GREAT INVESTMENT OPPORTUNITY! TRIPLEX w/TONS OF POTENTIAL!*** Two 1-Bedroom units & One 2-Bedroom unit-all with Kitchen & Living Room; Rear yard, storage shed, & off-street parking; Large front porch; Tons of potential & possibilities! Convenient in-town location! Give it your TLC & start bringing in the income!

**This home has the following features:**

- 3 Units-Vacant
- Water, Sewer, Trash all on 1 bill
- 3 Water Heaters – all electric
- Electric is metered separately
- Electric panels are newer
- Basement-Partial-outside entrance by 141 rear

**Unit 139 has the following features:**

- Bedroom 1: 11.5x10, 2<sup>nd</sup> flr
- Bedroom 2: 13.5x13, 2<sup>nd</sup> flr
- Sitting Room/Den: 9x8.5, 2<sup>nd</sup> flr
- Bath: 5.5x9, 2<sup>nd</sup> floor; tub/shower
- Living Room: 11x13.5, main flr
- Dining Room: 11x13.5, main flr
- Kitchen: 11.5x10; stove and refrigerator convey
- Mud/Laundry Room: 10x5
- Gas furnace

**Unit 141 Up has the following features:**

- Bedroom: 15x9
- Bath: 7.5x5.5; tub/shower
- Living Room: 14x12
- Kitchen: 9x13.5; stove and refrigerator convey
- Mud/Laundry Room: 5.5x14
- Floored Attic
- Fuel Oil furnace

**Unit 141 Down has the following features:**

- Bedroom: 14x9
- Bath: 5.5x8; tub/shower
- Living Room: 14.5x11.5
- Eat-In Kitchen: 9x19; stove and refrigerator convey
- Electric Baseboard heat

**Year House Built:** 1900

**Lot Size:** Approximately 0.23+- acres

**House:** approximately 1,980 square feet



# General Information

**Location:** Waynesboro Boro, Waynesboro, Franklin County, PA

**Zoning:** Call Waynesboro Boro: 717-762-2101

**Taxes & Fees:** Approximately \$1,254.00

**Tax ID:** 24-5B57.-122A-000000

**Utilities:**

**Water:** Public

**Sewer:** Public

**Heat:** See above for each unit

**Cooling:** none

**School District:** Waynesboro Area School District

**Local Hospital:** Waynesboro Hospital, Waynesboro; Summit Health, Chambersburg; Meritus, Hagerstown





# Ordinance No. 1171

## ORDINANCE NO. 1171

### **AN ORDINANCE OF THE BOROUGH OF WAYNESBORO, FRANKLIN COUNTY, PENNSYLVANIA AMENDING AND REPLACING ENTIRELY CHAPTER 213 OF THE CODE OF ORDINANCES OF THE BOROUGH OF WAYNESBORO TO INCLUDE PROVISIONS REQUIRING INSPECTIONS OF CERTAIN RENTAL PROPERTIES**

**WHEREAS**, Section 1202(15) of the Borough Code, 8 Pa.C.S.A. § 1202(15), authorizes the Borough of Waynesboro (the “Borough”) to adopt a property maintenance code; and

**WHEREAS**, Section 32A04(a) of the Borough Code, 8 Pa.C.S.A. § 32A04(a), authorizes the Borough to enact a property maintenance code incorporating a nationally recognized property maintenance code or any variations; and

**WHEREAS**, Section 1202(5) of the Borough Code, 8 Pa.C.S.A. § 1202(5), authorizes the Borough to make regulations as may be necessary for the health, safety, morals, general welfare, and cleanliness and beauty, convenience, comfort, and safety of the Borough; and

**WHEREAS**, the Borough has determined that it is in the best interest of the health, safety, morals, and general welfare of the Borough residents that an inspection and permitting process be enacted to provide a mechanism to ensure that multifamily and two-family properties meet appropriate property maintenance standards; and

**NOW THEREFORE BE IT ENACTED AND ORDAINED**, by the Mayor and Borough Council of the Borough of Waynesboro, Franklin County, Pennsylvania, and it is hereby enacted and ordained as follows:

**SECTION 1:** Chapter 213 of the Code of the Borough of Waynesboro is hereby amended by removing the contents thereof and replacing them with the following:

**Section 213-1. Title.** This Ordinance shall be known and cited as the “Residential Rental Inspection Ordinance of the Borough of Waynesboro.”

**Section 213-2. Adoption of Standards.** A certain document designated as the “International Property Maintenance Code, 2015,” and published by the International Code Council, be and is hereby adopted as the Residential Rental Dwelling Unit Code of the Borough of Waynesboro, Franklin County, Pennsylvania, for the control of residential rental buildings and structures as herein provided, and each and all of the regulations, provisions, penalties, conditions and terms of the “International Property Maintenance Code” are hereby referred to, adopted and made a part hereof as if fully set out in this Ordinance, with the additions, insertions, deletions and changes, if any, prescribed in this Ordinance.

**Section 213-3. More Strict Standards to Apply.** In the event any provision of this Ordinance is inconsistent with a provision of any Borough Ordinance or state law, the provision applying the stricter standard shall apply.



# Ordinance No. 1171

**Section 213-4. Modifications.** The following sections of the International Property Maintenance Code, 2015 are hereby revised, removed, replaced, and/or modified as follows:

**101.1 Title.** These regulations shall be known as the “Residential Rental Inspection Ordinance of the Borough of Waynesboro”, hereinafter referred to as “this Ordinance” or “the Ordinance”.

**101.2 Scope.** The provisions of this Ordinance shall apply to Multifamily Dwellings and Two-Family Dwellings as defined in Chapter 258 of this Code. When used in this Chapter, said terms shall have the same meaning as in Chapter 258.

The provisions of this code constitute minimum requirements and standards for the properties, owners, owner’s agents, and occupants regulated by this code, which requirements and standards are enacted to protect the health, safety, and welfare of the residents of the Borough.

**103.5 Fees.** The fees for services, inspections, and activities performed by the Borough, or its officials, agents or employees in carrying out responsibilities under this code shall be as set forth and amended from time to time by resolution in the Fee Schedule of the Borough of Waynesboro. The authorized fees shall include, but not be limited to, fees for inspections, the issuance of Rental Certificates, re-inspections, and review of independent inspection reports.

**106.3 Prosecution of violation.** Any person failing to comply with a notice of violation or order serviced in accordance with Section 107 shall be deemed guilty of a summary offense. If the notice of violation is not complied with, the Code Official may institute the appropriate proceedings at law or in equity to restrain, correct, or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this article or of the order or direction made pursuant thereto. Any corrective action taken by the authority having jurisdiction over such premises may be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

**106.4 Violation penalties.** Any person, firm, or corporation who shall violate any provision of this article shall, upon conviction thereof, be subject to a fine of not more than \$1,000 or imprisonment for term not to exceed 30 days, or both at the discretion of the court. Each day that a violation continues shall be deemed a separate offense.

**106.6 Administrative search warrants.** The Code Official may seek an administrative search warrant to ensure that any property regulated by this Ordinance is in compliance with this Ordinance.

**106.7 Violations as public nuisances.** Violations as public nuisances. Any property regulated by this Ordinance that is in violation of this Ordinance may be considered a public nuisance and be abatable as such in accordance with 8 Pa.C.S.A. § 1202.





# Ordinance No. 1171

**107.2 Form.** Such notice prescribed in Section 107.1 shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification, including the street address.
3. The date of the inspection.
4. The identity of the inspector.
5. Include a statement of the violation or violations, including citations to the appropriate ordinance section, and why the notice is being issued.
6. Include a correction order allowing up to 90 days to make the repairs and improvements required to bring the residential structure into compliance with the provisions of this code or the order or direction of the Code Official.
7. Inform the property Owner or Owner's Agent of the right to appeal.
8. Include a statement of the right to file a lien in accordance with Section 106.3

**111.3 Notice of meeting.** The Board of Appeals shall meet at its regularly scheduled meeting, notice of which shall be published in accordance with the requirements for publishing public notice of local agency meetings. The Board of Appeals may also hold special meetings, which meetings shall be held in accordance with the Sunshine Act.

**111.4.1 Procedure.** The Board of Appeals shall conduct the public hearing in accordance with the Local Agency Law adopted by the Commonwealth of Pennsylvania. (2 Pa. C.S. § 105).

**111.6 Board of Appeals decisions.** The Board of Appeals shall modify or reverse the decision of the Code Official only by a concurring vote of a majority of a quorum on the Board members.

**111.6.2 Administration.** The Code Official shall take immediate action in accordance with the decision of the Board of Appeals, unless properly appealed to a court of appropriate jurisdiction.

**111.7 Court review.** Any person aggrieved by an adjudication of the Board of Appeals who has a direct interest in such adjudication shall have the right to appeal therefrom to the court vested with jurisdiction of such appeals by or pursuant to Pennsylvania law.

**111.9 Extension of time.** The Board of Appeals shall have the ability to grant extensions of time for the completion of repairs or maintenance required by this code upon a hearing held in accordance with this code; provided, however, that for correction orders issued as a result of inspections occurring in the months of November through February, which correction orders require exterior corrections such as, but not limited to, exterior painting or the repair/replacement of sidewalks, which corrections cannot be completed due to weather conditions, the Code Official may grant an extension, which shall not extend the time for completion further than May 31.



# Ordinance No. 1171

**202 General Definitions.** The following definitions shall be added or amended. The definitions in the code not referenced below shall remain in full force and effect.

**BOARD OF APPEALS.** The entity authorized with presiding over appeals brought pursuant to this Ordinance or the Property Maintenance Ordinance of the Borough of Waynesboro.

**CODE OFFICIAL.** The person or persons authorized by the Borough to determine compliance with the provisions of this Ordinance and to enforce the same. The Code Official may be either a third-party company appointed by Borough Council or an individual employed and/or appointed by the Borough.

**CODES.** Any codes and ordinances of the Borough of Waynesboro and the Commonwealth of Pennsylvania, and any rules and regulations promulgated thereunder.

**DWELLING UNIT.** A building or part thereof having cooking, sleeping, and sanitary facilities for one family, and having no cooking, sleeping, or sanitary facilities in common with any other dwelling unit.

**EXTERIOR AREA.** The outside facade of a building, including but not limited to any porch, yard, lawn, landscaping, sidewalks, setbacks, curbs, and all open area contiguous to a building owned by the same owner (as defined below) or persons or part of the same real estate parcel.

**OWNER.** Any person, agent, operator, firm, corporation, partnership, limited liability company, limited liability partnership, association, other entity, property management group, trust, or fiduciary holding or having legal, equitable or other interest in any real property or otherwise having control of the property, including the guardian of the estate of any such person and the executor or administrator of such person's estate. When used in this Part in a clause proscribing any activity or imposing a penalty, the term as applied to corporations, partnerships, limited liability companies, limited liability partnerships, associations, other entities, or property management groups shall include each and every member, shareholder, partner (limited or general), director, officer, trustee and other individual having an interest in the entity, controlling or otherwise. The term Owner shall also include Owner's Agent.

**OWNER'S AGENT.** An individual or firm designated by the owner of real property, in writing, to the Borough, who shall reside on the premises or within a forty-mile radius of the Borough of Waynesboro, a map of which is available for inspection in the Borough office, and who shall be legally responsible for the operation of the rental property in compliance with all of the provisions of the codes and ordinances of the Borough of Waynesboro and the Commonwealth of Pennsylvania and who shall be responsible for providing legal access to the





# Ordinance No. 1171

property for the purposes of making inspections of said premises to ensure compliance with said ordinance(s) and laws.

**PERSON.** An individual, corporation, partnership, trust, or any other group or entity acting as a unit.

**RESIDENTIAL RENTAL DWELLING UNIT.** Dwelling unit not occupied by the Owner thereof.

**SALE OR CONVEYANCE.** Any legal transfer of title of real property from one person to another.

**STRUCTURE.** Any human-made object having an ascertainable stationary location on or in land or water, whether or not affixed to the land.

## **CHAPTER 9 INSPECTIONS SECTION 901 GENERAL**

### **901.1 Inspections.**

1. Prior to any sale or conveyance of a Multifamily Dwelling or Two-Family Dwelling containing two (2) or more Residential Rental Dwelling Units within the structure, or a Multifamily Dwelling or Two-Family Dwelling in which one Dwelling Unit is owner occupied, within the Borough of Waynesboro, the structure, and each Residential Rental Dwelling Unit, shall be inspected by the Code Official, and for such purpose and for any re-inspection required hereunder, the Owner shall provide access to the Code Official.
2. The Owner or Owner's Agent shall be responsible for the fees and costs for the inspection as stated in section 103.5 of this Ordinance; unless section 901.1, subsection 4 applies.
3. All inspections conducted under the authority of this Chapter shall determine compliance with this Ordinance and all codes incorporated therein.
4. If the Code Official, after inspection pursuant to this Chapter, determines that the Multifamily Dwelling or Two-Family Dwelling complies with this Ordinance and all codes incorporated herein, the Code Official shall issue a Rental Certificate for the property.





# Ordinance No. 1171

5. A Rental Certificate issued for a particular structure shall not be transferable to a subsequent purchaser of said structure.
6. Inspections may also occur if an Occupant files a complaint in writing signed by the Occupant at the Borough Office or with the Code Official. The Owner or Owner's Agent shall be notified of the complaint and the Owner or the Owner's Agent may be present for the inspection. If no violation(s) of this Ordinance is found to exist by the Code Official, the Occupant who filed the complaint shall be responsible for the cost of the inspection. If a violation of this Ordinance is found by the Code Official in the course of the inspection, the Owner or Owner's Agent shall be responsible for the cost of the inspection.
7. Reservation of the Right of Borough Inspection. Notwithstanding the provisions above, the Borough reserves the right at any time to inspect any premises to verify compliance with the provisions of the Part or other applicable ordinances of any independent or government agency inspection, the Borough inspection shall be made without charge. If, as a result of the Borough inspection, violations of the provisions of this Part are determined, additional inspections necessitated by such noncompliance shall be at the expense of the Owner.

## SECTION 902 VIOLATIONS OF THIS ORDINANCE

**902.1 Occupancy after sale or conveyance without Rental Certificate.** It shall be unlawful for any Owner or Owner's Agent of a Multifamily Dwelling or a Two-Family Dwelling containing two (2) or more Residential Rental Dwelling Units, or a Multifamily Dwelling or Two-Family Dwelling in which one Dwelling Unit is owner occupied, to permit any occupancy therein after sale or conveyance, without first ensuring that an inspection pursuant to Section 901 of this Ordinance has occurred, and that a Rental Certificate has been issued.

**902.2 Prosecution of violation of Chapter 9.** Any person failing to comply with a notice of violation or order served in accordance with this Ordinance shall be deemed guilty of a summary offense. If the notice of violation is not complied with, the Code Official may institute the appropriate proceedings at law or in equity to restrain, correct, or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this Ordinance or of the order or direction made pursuant thereto. Any corrective action taken by the authority having jurisdiction over such premises may be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

**902.3 Penalties.** A violation of this Ordinance, including a failure to pay any fees under this Ordinance, shall be subject to the penalties provisions of section 106.4.



# Ordinance No. 1171

**Section 213-5. Municipal Liability.** The issuance of a Rental Certificate shall not be deemed, nor construed as, a representation, guaranty or warranty of any kind by the Borough, or its officials, agents or employees, and shall create no liability upon or duty by the Borough, its officials, agents or employees.

**Section 213-6. No Enforcement Limitation.** The issuance of a Rental Certificate shall not preclude or otherwise affect the authority of the Code Official from the enforcement of this or any other part of this Ordinance or other codes, or applicable statute, ordinance, rule or regulation at any time.

**SECTION 2: Repealer.** All provisions of previous ordinances of the Code of the Borough of Waynesboro, which are contrary to this Ordinance, are expressly repealed.

**SECTION 3: Savings Clause.** In all other respects, the Code of the Borough of Waynesboro shall remain as previously enacted and ordained.

**SECTION 4: Severability.** If any word, phrase, sentence, part, section, subsection, or other portion of this ordinance or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the proscribed application thereof, shall be severable and the remaining provisions of this ordinance and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force and effect.

**SECTION 5: Effective Date.** This Ordinance shall take effect immediately.

ENACTED, ORDAINED and APPROVED this 5<sup>th</sup> day of December, 2018.

Waynesboro Borough Council

By: 

C. Harold Mumma, President

ATTEST:



Melinda Knott, Secretary

\_\_\_\_\_  
UNSIGNED BY MAYOR\*

Richard Starliper, Mayor

\*No objections noted by the Mayor.  
Ordinance shall have full force and effect on the 19th day of December, 2018.





# Template-Transfer of Ownership

## Violation Notice Acknowledgement

(DATE)

In accordance with The Code of The Borough of Waynesboro Ord. No. 1171 section 107.6 below;

*It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner or the owner's authorized agent shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.*

The parties, (Seller) and (Buyer), acknowledge receipt of a Notice of Violation which was issued by The Borough of Waynesboro to (Seller) on (DATE) for the property located at (Street Address), Waynesboro, PA 17268 identified as Franklin County Tax Parcel (UPI#).

Upon transfer of ownership, (Buyer) does fully accept responsibility without condition for making the corrections or repairs required by such Notice of Violation as identified in the notice.

(Buyer) acknowledges additional provisions of Ord. No. 1171 section 111.9 providing for a time extension of exterior repairs resulting from notices issued from Nov through Feb; stipulating however, that exterior repairs must be completed by May 31<sup>st</sup>, and that, outside of these parameters, additional time extensions are granted in a hearing process through the Board of Appeals.

As of the date of transfer, both parties acknowledge that there are no outstanding fines associated with the Notice of Violation.

X

Seller

X

Buyer

AFFIRMED AND SUBSCRIBED BEFORE ME this (DATE).

Notary Public

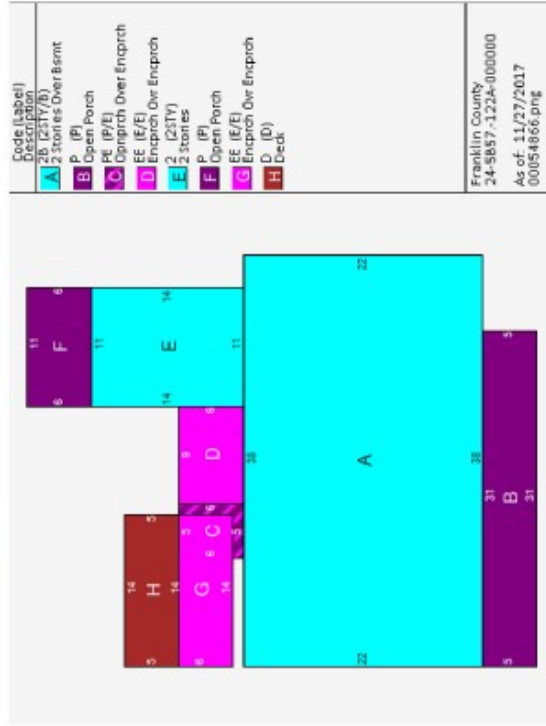
My Commission expires: \_\_\_\_\_

## Aerial View



# Tax Card Snip

**Franklin County PA**  
Web Parcel Mapper PLUS +



## IMPROVEMENT INFORMATION

DWELLING:	DETACH	HEAT DISTRIBUTION:	Forced Air
STYLE:	Multi	HEAT SOURCE:	Oil
BUILT:		COOLING:	
EFF AGE:		WATER:	PUBLIC
GRADE:	B	SEWER:	PUBLIC
LVNG AREA:	1980 SQ FT	GAS:	
STORIES:	2	BSMT %:	50
EXTERIOR:	OTHER	BSMT FIN:	0 SQ FT
ROAD TYPE:	Paved	TTL RM #:	12
SIDEWALK:	YES	FULL BATH:	3
CLSD PRCH:	YES	AREA:	306 SQ FT
ATTCH GAR:	NO	AREA:	0 SQ FT
BSMT GAR:	NO	AREA:	0 SQ FT
		FIREPLACE:	0
		BEDS:	0

**Franklin County PA**  
Web Parcel Mapper PLUS +



## PROPERTY NOTES

OTHER IS BEVEL SIDING
<b>PROPERTY INFORMATION</b>
DESC: Tax Parcel
UPI: 24-5857-122A-000000
PARENT: UNKNOWN
CONTROL: 00054866
TAX DIST: 24
MUNCPLTY: Waynesboro 1
SCHL DIST: Waynesboro Area School District (WASD)
LOT #: 141 N CHURCH STREET
ADDRESS: 139 N CHURCH STREET
DEED: 1115-0117

## LAND BREAKDOWN

PROP TYPE:	RESIDENTIAL APARTMENTS
USE CODE:	103
USE DESC:	RESIDENTIAL 3 FAMILY
TERRAIN:	Rolling
FRONTAGE:	45 FT
DEPTH:	223 FT
SITE SQ FT:	10035 FT
BASE ACRE:	0 ACRE(S)
TILLABLE:	0 ACRE(S)
WOODED:	0 ACRE(S)
NON TILL:	0 ACRE(S)
DEED AREA:	0.23 ACRE(S)



# Deed

710.00  
 710.00

38712

REALTY TRANSFER TAX

Waynesboro School District  
Waynesboro Borough  
 Supervisor

THIS DEED

Amount Of Tax Received 955.00  
 Tax on Deeds Resolution

MADE, this 10 day of May, 1991, David W. Brown Collector

BY AND BETWEEN, Stephen L. Hansen and Cathy M. Hansen, his wife, of Waynesboro, Franklin County, Pennsylvania----GRANTORS

AND, Robert D. Scott, single, of Mercersburg, Franklin County, Pennsylvania, -----GRANTEE

WITNESSETH, That in consideration of the other good and valuable considerations and the sum of Seventy one Thousand (\$71,000.00) dollars, in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey to the said Grantee, in fee simple.

ALL that certain following described real estate lying and being situate in Waynesboro, Franklin County, Pennsylvania, generally known as 139-141 North Church Street, bounded and limited as follows:

BEGINNING at a post on the east side of North Church Street, a corner of lands now or formerly of Pat White; thence with the same south 54 degrees east 318 feet to the western edge of a 12 foot alley; thence with said alley north 38 degrees east 44 feet 6 inches to lands now or formerly of Mae Yingling; thence with the same north 54 degrees west 316 feet 6 inches to the east side of North Church Street; thence with the same south 38 degrees west 44 feet 6 inches to the place of beginning. Containing 36.4 square perches of land, neat measure.

BEING the same real estate which was conveyed to the Grantors herein by deed of Bercaw Realty Co., a co-partnership consisting of Gary F. Bercaw, et al, dated June 16, 1988 and recorded in Franklin County Deed Book Volume 1020, Page 531.

IT FURTHER BEING THE SAME REAL ESTATE WHICH WAS CONFIRMED IN the Grantors pursuant to Order of Court dated March 26, 1991 pursuant to an Action to Quiet Title filed in Miscellaneous Docket of the Court of Common Pleas in the 39th Judicial District, of Pennsylvania, Franklin County Branch, A.D. 1991 - 63 which remains of records in Franklin County Deed Book Volume Page

EXCEPTING AND RESERVING UNTO the Grantors herein, their heirs, successors and assigns, a right-of-way for ingress,

COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF REVENUE  
 REALTY TRANS. TAX  
 710.00

RECORDED

MAY 14 P 4:02

135  
 ORDER OF DEEDS  
 FRANKLIN COUNTY

LAW OFFICES  
 ULLMAN, PARTER AND MUMFORD  
 100 EAST MAIN STREET  
 WAYNESBORO, PA 17268-1000  
 ATTORNEYS AT LAW

# Deed

regress and egress over the driveway located to the rear of the aforesaid real estate to obtain access to the property generally known as 137 North Church Street, Waynesboro, Pennsylvania.

AND, said Grantors will warrant specially the property hereby conveyed.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals the day and year first above written.

Sealed and delivered  
 in the presence of

Reggie M. Sullivan Stephen L. Hansen (SEAL)  
Reggie M. Sullivan Cathy M. Hansen (SEAL)  
 Cathy M. Hansen, his wife

COMMONWEALTH OF PENNSYLVANIA :  
 : SS  
 COUNTY OF FRANKLIN :

On this, the 10<sup>th</sup> day of May, 1991, before me, A Notary Public, the undersigned officer, personally appeared, Stephen L. Hansen and Cathy M. Hansen, 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.



Notarial Seal  
 Linda L. Borkdoll, Notary Public  
 Washington Twp., Franklin County  
 My Commission Expires Nov. 7, 1994

Linda L. Borkdoll  
 Notary Public

## CERTIFICATE OF RESIDENCE

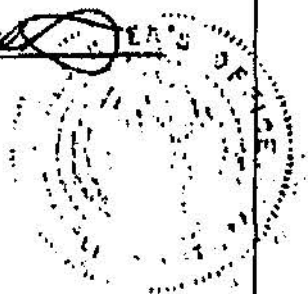
I hereby certify that the precise residence of the Grantee herein is 1647 Church Hill Rd. Mercersburg, Pa. 17236.

Witness my hand this 10<sup>th</sup> day of May, 1991.

Booked: 1 Franklin } S.S.  
 LAW OFFICE  
 ULLMAN, FORTNER AND WYMER  
 190 EAST MARKET ST.  
 WAYNESBORO, PA. 17268-1000  
 ATTORNEYS AT LAW  
 In the office for Recording Deeds, etc.  
 and for said county in 1115 Page 117

Robert C. Shost  
 Agent for Grantee

Witness my hand and seal of the said office:  
14<sup>th</sup> day of May A.D. 1991  
David W. Foxworth  
 Recorder







# 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).

1 **PROPERTY** 139-141 N. Church St. Waynesboro, Pa.  
2 **SELLER** [Signature]

### 3 INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

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

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

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

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

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

### 4 COMMON LAW DUTY TO DISCLOSE

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

### 8 EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

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

2 \_\_\_\_\_ DATE \_\_\_\_\_

3 **Seller's Initials** [Signature] **Date** 5-24-22 **SPD Page 1 of 11** **Buyer's Initials** \_\_\_\_\_ **Date** \_\_\_\_\_



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

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rev. 3/21; rel. 7/21

none





# Seller's Property Disclosure

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

## 1. SELLER'S EXPERTISE

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

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

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

## 2. OWNERSHIP/OCCUPANCY

### (A) Occupancy

1. When was the Property most recently occupied? \_\_\_\_\_
2. By how many people? \_\_\_\_\_
3. Was Seller the most recent occupant?
4. If "no," when did Seller most recently occupy the Property? \_\_\_\_\_

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

1. The owner
2. The executor or administrator
3. The trustee
4. An individual holding power of attorney

### (C) When was the Property acquired? \_\_\_\_\_

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

one cat

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

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

## 3. CONDOMINIUMS/PLANNED COMMUNITIES/HOMEOWNERS ASSOCIATIONS

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

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

1. Condominium
2. Homeowners association or planned community
3. Cooperative
4. Other type of association or community \_\_\_\_\_

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

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

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

1. Community Name \_\_\_\_\_
2. Contact \_\_\_\_\_
3. Mailing Address \_\_\_\_\_
4. Telephone Number \_\_\_\_\_

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

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

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

## 4. ROOFS AND ATTIC

### (A) Installation

1. When was or were the roof or roofs installed? approx. 12 years
2. Do you have documentation (invoice, work order, warranty, etc.)?

### (B) Repair

1. Was the roof or roofs or any portion of it or them replaced or repaired during your ownership?
2. If it or they were replaced or repaired, were any existing roofing materials removed?

### (C) Issues

1. Has the roof or roofs ever leaked during your ownership?
2. Have there been any other leaks or moisture problems in the attic?
3. Are you aware of any past or present problems with the roof(s), attic, gutters, flashing or downspouts?

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

Seller's Initials [Signature] Date 5-24-22 SPD Page 2 of 11 Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_





# Seller's Property Disclosure

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

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

## 5. BASEMENTS AND CRAWL SPACES

### (A) Sump Pump

- Does the Property have a sump pit? If "yes," how many? one
- Does the Property have a sump pump? If "yes," how many? one
- 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 past or present water leakage, accumulation, or dampness within the basement or crawl space?
- Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space?
- Are the downspouts or gutters connected to a public sewer system?

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

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

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

### (A) Status

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

### (B) Treatment

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

	Yes	No	Unk	N/A
A1	X			
A2	X			
B1		X		
B2		X		

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

Outside back door of 139 N. Church

## 7. STRUCTURAL ITEMS

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

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

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

### (D) Stucco and Exterior Synthetic Finishing Systems

- Is any part of the Property constructed with stucco or an Exterior Insulating Finishing System (EIFS) such as Dryvit or synthetic stucco, synthetic brick or synthetic stone?
- If "yes," indicate type(s) and location(s)
- If "yes," provide date(s) installed

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

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

	Yes	No	Unk	N/A
A				
B	X			
C				
D1		X		
D2				
D3				
E		X		
F	X			

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

## 8. ADDITIONS/ALTERATIONS

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

	Yes	No	Unk	N/A
A	X			

Addition, structural change or alteration (continued on following page)	Approximate date of work	Were permits obtained? (Yes/No/Unk/NA)	Final inspections/ approvals obtained? (Yes/No/Unk/NA)
Windows, Plumbing, drainage electrical panels, outlets	past 15 yrs. "	Yes	Yes

Seller's Initials LD Date 5-24-22 SPD Page 3 of 11 Buyer's Initials     /     Date





# Seller's Property Disclosure

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

Addition, structural change or alteration	Approximate date of work	Were permits obtained? (Yes/No/Unk/NA)	Final inspections/ approvals obtained? (Yes/No/Unk/NA)
roofing, exterior painting	past 15 yrs	Yes	Yes
interior painting	11		
interior lighting	11		

☐ A sheet describing other additions and alterations is attached.

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

Yes	No	Unk	N/A
	X		

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

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

## 9. WATER SUPPLY

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

- Public
- A well on the Property
- Community water
- A holding tank
- A cistern
- A spring
- Other \_\_\_\_\_
- If no water service, explain: \_\_\_\_\_

(B) General

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

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

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

(D) Well

- Has your well ever run dry?
- Depth of well \_\_\_\_\_
- Gallons per minute: \_\_\_\_\_, measured on (date) \_\_\_\_\_
- Is there a well that is used for something other than the primary source of drinking water?  
If "yes," explain \_\_\_\_\_
- If there is an unused well, is it capped?

	Yes	No	Unk	N/A
A1	X			
A2		X		
A3		X		
A4		X		
A5		X		
A6		X		
A7			X	
B1				X
B2			X	
B3		X		
B4		X		
B5				X
B6				X
C1			X	
C2				
D1				X
D2				X
D3				X
D4				X
D5				X

Seller's Initials [Signature]

Date

5-24-22

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Buyer's Initials \_\_\_\_\_

Date \_\_\_\_\_



# Seller's Property Disclosure

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

## (E) Issues

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

	Yes	No	Unk	N/A
E1		X		
E2		X		

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

## 10. SEWAGE SYSTEM

### (A) General

- Is the Property served by a sewage system (public, private or community)?
- If "no," is it due to unavailability or permit limitations?
- When was the sewage system installed (or date of connection, if public)?
- Name of current service provider, if any: Burrough & Whynasborn

	Yes	No	Unk	N/A
A1	X			
A2				X
A3			X	
A4				

### (B) Type Is your Property served by:

- Public
- Community (non-public)
- An individual on-lot sewage disposal system
- Other, explain:

	Yes	No	Unk	N/A
B1	X			
B2		X		
B3		X		
B4		X		

### (C) Individual On-lot Sewage Disposal System. (check all that apply):

- Is your sewage system within 100 feet of a well?
- Is your sewage system subject to a ten-acre permit exemption?
- Does your sewage system include a holding tank?
- Does your sewage system include a septic tank?
- Does your sewage system include a drainfield?
- Does your sewage system include a sandmound?
- Does your sewage system include a cesspool?
- Is your sewage system shared?
- Is your sewage system any other type? Explain:
- Is your sewage system supported by a backup or alternate system?

	Yes	No	Unk	N/A
C1		X		
C2		X		
C3		X		
C4		X		
C5		X		
C6		X		
C7		X		
C8		X		
C9				X
C10			X	

### (D) Tanks and Service

- Are there any metal/steel septic tanks on the Property?
- Are there any cement/concrete septic tanks on the Property?
- Are there any fiberglass septic tanks on the Property?
- Are there any other types of septic tanks on the Property? Explain
- Where are the septic tanks located?
- When were the tanks last pumped and by whom?

	Yes	No	Unk	N/A
D1		X		
D2		X		
D3		X		
D4		X		
D5				
D6				

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

- Are you aware of any abandoned septic systems or cesspools on the Property?
- If "yes," have these systems, tanks or cesspools been closed in accordance with the municipality's ordinance?

	Yes	No	Unk	N/A
E1		X		
E2				X

### (F) Sewage Pumps

- Are there any sewage pumps located on the Property?
- If "yes," where are they located?
- What type(s) of pump(s)?
- Are pump(s) in working order?
- Who is responsible for maintenance of sewage pumps?

	Yes	No	Unk	N/A
F1		X		
F2				X
F3				X
F4				X
F5				X

### (G) Issues

- How often is the on-lot sewage disposal system serviced?
- When was the on-lot sewage disposal system last serviced and by whom?
- Is any waste water piping not connected to the septic/sewer system?
- Are you aware of any past or present leaks, backups, or other problems relating to the sewage system and related items?

	Yes	No	Unk	N/A
G1				X
G2				X
G3		X		
G4		X		

Seller's Initials / Date SPD Page 5 of 11 Buyer's Initials / Date





# Seller's Property Disclosure

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

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

## 11. PLUMBING SYSTEM

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

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

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

If "yes," explain:

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

## 12. DOMESTIC WATER HEATING

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

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

(B) System(s)

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

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

If "yes," explain:

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

## 13. HEATING SYSTEM

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

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

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

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

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

Seller's Initials

Date 5/24/22

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Buyer's Initials

Date



# Seller's Property Disclosure

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

- 336 8. Pellet stove(s) \_\_\_\_\_  
337 How many and location? \_\_\_\_\_  
338 9. Wood stove(s) \_\_\_\_\_  
339 How many and location? \_\_\_\_\_  
340 10. Coal stove(s) \_\_\_\_\_  
341 How many and location? \_\_\_\_\_  
342 11. Wall-mounted split system(s) \_\_\_\_\_  
343 How many and location? \_\_\_\_\_  
344 12. Other: \_\_\_\_\_  
345 13. If multiple systems, provide locations 2 in the basement and 1  
346 in 141 upper level

## (C) Status

- 347 1. Are there any areas of the house that are not heated?  
348 If "yes," explain: \_\_\_\_\_  
349 2. How many heating zones are in the Property? three  
350 3. When was each heating system(s) or zone installed?  
351 4. When was the heating system(s) last serviced? last year  
352 5. Is there an additional and/or backup heating system? If "yes," explain: \_\_\_\_\_  
353 6. Is any part of the heating system subject to a lease, financing or other agreement?  
354 If "yes," explain: \_\_\_\_\_

## (D) Fireplaces and Chimneys

- 355 1. Are there any fireplaces? How many? \_\_\_\_\_  
356 2. Are all fireplaces working?  
357 3. Fireplace types (wood, gas, electric, etc.): \_\_\_\_\_  
358 4. Was the fireplace(s) installed by a professional contractor or manufacturer's representative?  
359 5. Are there any chimneys (from a fireplace, water heater or any other heating system)?  
360 6. How many chimneys? 2  
361 7. When were they last cleaned?  
362 8. Are the chimneys working? If "no," explain: \_\_\_\_\_

## (E) Fuel Tanks

- 363 1. Are you aware of any heating fuel tank(s) on the Property?  
364 2. Location(s), including underground tank(s): basement  
365 3. If you do not own the tank(s), explain: \_\_\_\_\_

366 (F) Are you aware of any problems or repairs needed regarding any item in Section 13? If "yes,"  
367 explain: \_\_\_\_\_

## 14. AIR CONDITIONING SYSTEM

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

- 373 1. Central air  
374 a. How many air conditioning zones are in the Property? \_\_\_\_\_  
375 b. When was each system or zone installed? \_\_\_\_\_  
376 c. When was each system last serviced? \_\_\_\_\_  
377 2. Wall units  
378 How many and the location? \_\_\_\_\_  
379 3. Window units  
380 How many? \_\_\_\_\_  
381 4. Wall-mounted split units  
382 How many and the location? \_\_\_\_\_  
383 5. Other \_\_\_\_\_  
384 6. None \_\_\_\_\_

385 (B) Are there any areas of the house that are not air conditioned?  
386 If "yes," explain: there is no air conditioning

387 (C) Are you aware of any problems with any item in Section 14? If "yes," explain: \_\_\_\_\_  
388  
389

	Yes	No	Unk	N/A
B8		X		
B9		X		
B10		X		
B11		X		
B12		X		
B13				
C1		X		
C2				X
C3			X	
C4				
C5		X		
C6		X		X
D1		X		
D2				X
D3				X
D4				X
D5	X			
D6				
D7			X	
D8	X			
E1	X			
E2				
E3				X
F		X		
A1		X		
1a				X
1b				X
1c				X
A2		X		
A3		X		
A4		X		
A5		X		
A6		X		
B	X			
C		X		

390 Seller's Initials [Signature] Date 5-24-22 SPD Page 7 of 11 Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_





# Seller's Property Disclosure

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

## 15. ELECTRICAL SYSTEM

### (A) Type(s)

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

(B) What is the system amperage? 200 amps

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

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

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

## 16. OTHER EQUIPMENT AND APPLIANCES

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

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

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

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

## 17. POOLS, SPAS AND HOT TUBS

(A) Is there a swimming pool on the Property? If "yes,":

- Above-ground or in-ground? \_\_\_\_\_
- Saltwater or chlorine? \_\_\_\_\_
- If heated, what is the heat source? \_\_\_\_\_
- Vinyl-lined, fiberglass or concrete-lined? \_\_\_\_\_
- What is the depth of the swimming pool? \_\_\_\_\_
- Are you aware of any problems with the swimming pool?
- Are you aware of any problems with any of the swimming pool equipment (cover, filter, ladder, lighting, pump, etc.)?

(B) Is there a spa or hot tub on the Property?

- Are you aware of any problems with the spa or hot tub?
- Are you aware of any problems with any of the spa or hot tub equipment (steps, lighting, jets, cover, etc.)?

(C) Explain any problems in Section 17: N/A

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

Seller's Initials [Signature]

Date 5/24/22

SPD Page 8 of 11

Buyer's Initials \_\_\_\_\_

Date \_\_\_\_\_





# Seller's Property Disclosure

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

## 18. WINDOWS

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

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

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

replaced windows throughout the apartments

## 19. LAND/SOILS

### (A) Property

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

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

### (B) Preferential Assessment and Development Rights

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

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

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

### (C) Property Rights

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

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

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

Explain any "yes" answers in Section 19: N/A

## 20. FLOODING, DRAINAGE AND BOUNDARIES

### (A) Flooding/Drainage

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

Seller's Initials: [Signature] Date: 5/24/22 SPD Page 9 of 11 Buyer's Initials: / Date:





# Seller's Property Disclosure

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

Explain any "yes" answers in Section 20(A). Include dates, the location and extent of flooding and the condition of any man-made storm water management features: N/A

## (B) Boundaries

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

	Yes	No	Unk	N/A
B1		X		
B2		X		
B3	X			
3a	X			
3b	X			
B4	X			

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

Explain any "yes" answers in Section 20(B): driveway as outlined in the deed

## 21. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

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

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

	Yes	No	Unk	N/A
A1		X		
A2		X		

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

### (B) Radon

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

	Yes	No	Unk	N/A
B1		X		
B2				X
B3		X		

### (C) Lead Paint

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

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

	Yes	No	Unk	N/A
C1		X		
C2		X		

### (D) Tanks

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

	Yes	No	Unk	N/A
D1		X		
D2		X		

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

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

	Yes	No	Unk	N/A
E		X		

### (F) Other

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

	Yes	No	Unk	N/A
F1		X		
F2		X		
F3				X
F4		X		

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

## 22. MISCELLANEOUS

### (A) Deeds, Restrictions and Title

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

	Yes	No	Unk	N/A
A1		X		
A2		X		

Seller's Initials [Signature] Date 5-24-22 SPD Page 10 of 11 Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_





# Seller's Property Disclosure

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

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

## (B) Financial

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

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

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

## (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 report(s). These inspection reports are for informational purposes only.

Explain any "yes" answers in Section 22: N/A

## 23. 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. If any information supplied on this form becomes inaccurate following completion of this form, Seller shall notify Buyer in writing.

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

## RECEIPT AND ACKNOWLEDGEMENT BY BUYER

The undersigned Buyer acknowledges receipt of this 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 139-141 N Church St, Waynesboro, PA 17268

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 22 - 23 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 August 8, 2022 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 Franklin 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; and built-in appliances. 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.





# 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** (payments of \$10,000 and above require completion of IRS Form 8300)
- 2) **Certified or Cashier's Check** payable to Matthew S. Hurley Auction Co. Inc.
- 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.

## **Bank Letter of Guarantee**

Date: (Date of letter)

To: Matthew S. Hurley Auction Co. Inc  
2800 Buchanan Trail East  
Greencastle, PA 17225

Re: (Full Name of Customer requesting Letter of Guarantee)

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 Matthew S. Hurley Auction Co. Inc 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.



## Contact me today!

- \* USDA
- \* FHA
- \* Conventional
- VA
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\* Rehab options available

**Tammy Meyers,**  
Loan Officer

**o: 717.590.8009 | c: 717.658.6049**  
[tmeyers@unionhomemortgage.com](mailto:tmeyers@unionhomemortgage.com)

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Chambersburg, PA 17201

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# Real Estate Settlements

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## Real Estate Settlements



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