



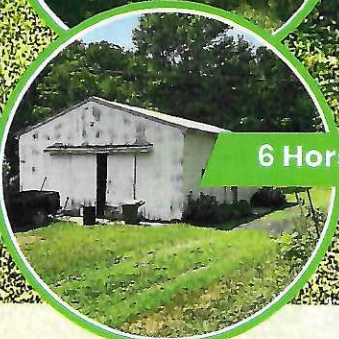
**BRIAN BURKE**  
AUCTIONS

**LIVE PUBLIC AUCTION**  
**REAL ESTATE & CONTENTS**  
**Saturday, September 7th, 2024**  
**2426 Keeler Rd, Bath, PA 18014**  
Contents at 10AM &  
Real Estate offered at 12 Noon

**Beautiful 1900's 3,000 Sq Ft  
Farmhouse with 2 additions  
on 12 +/- Acres with  
3 outbuildings. 6 Horse Stalls,  
Heated Tack Room & Wash Stall**



**12 +/- Acres**



**6 Horse Stalls**



#### HOME FEATURES

- |               |                  |                    |
|---------------|------------------|--------------------|
| ✓ 3 Bedrooms  | ✓ Living Room    | ✓ Outbuildings     |
| ✓ 2 Bathrooms | ✓ Eat In Kitchen | ✓ Decks            |
| ✓ Dining Room | ✓ Basement       | ✓ Built in Shelves |

Northampton Area High School  
Moore Township, Northampton County  
Taxes County \$921.24 Township \$511.80 School \$4,456.13

Real Estate Terms: 3% Buyer's Premium/ \$25,000 deposit  
due at conclusion of bidding



#### OPEN HOUSE

**Thursday August 22nd 4-6pm &  
Sunday August 25th 12-2pm**

Auction conducted by Brian Burke,  
Auctioneer -AU003255L

[www.BrianBurkeAuctions.com](http://www.BrianBurkeAuctions.com)

570-767-2278 or  
[Info@BrianBurkeAuctions.com](mailto:Info@BrianBurkeAuctions.com)





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**REAL ESTATE PACKET AND MORE  
INFORMATION AND PHOTOS  
PLEASE VISIT  
[www.BrianBurkeAuctions.com](http://www.BrianBurkeAuctions.com)**

**Real Estate Terms: 3% Buyer's Premium/  
\$25,000 deposit due at conclusion of  
bidding General Terms: Buyer's  
Premium for cash or good check - 10%,  
3% convenience fee for credit card**

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[Home](#)[Property Records](#)[County Website](#)**Parcel**PARID: J6 6 8 0520  
BINDER AUGUST R,**Owner****Multi-Owner****Residential****Commercial****Out Buildings****Land****Values****Homestead****Sales****Tax Information****Photos****Sketch****Map**

**Printable page****PARID: J6 6 8 0520  
BINDER AUGUST R,****2426 KEELER RD****Parcel**

Property Location	2426 KEELER RD
Unit Desc	
Unit #	
City	
State	
Zip Code	
Neighborhood Valuation Code	2001
Trailer Description	
Municipality	MOORE TOWNSHIP
Classification	Agricultural
Land Use Code	210 - Rural Prop w/ Residence Over 10 acres
School District	NORTHAMPTON SCHOOL DIST
Topography	LEVEL
Utilities	WELL/SEPTIC APPROVED
Street/Road	SEMI-IMPROVED
Total Cards	1
Living Units	1
CAMA Acres	12
Homestead /Farmstead Approved?	B - Both Hmstd/Fmstd A - Approved

**Parcel Mailing Address**

In Care of Name(s)	BINDER AUGUST R
Mailing Address	2426 KEELER RD
City, State, Zip Code	BATH, PA, 18014-9689

**Alternate Address**

Alternate Address	
City	
State	
Zip	

**ACT Flags**

Act 319/515	
LERTA	
Act 43	
Act 66	
Act 4/149	
KOZ	
TIF Expiration Date	
BID	
Millage Freeze Date	
Millage Freeze Rate	
Veterans Exemption	

**Tax Collector**

AUTUMN SILFIES, TAX COLLECTOR 2913 W BEERSVILLE RD BATH PA 18014
--

## Assessor

INGRID BOSCO  
610-829-6161

## Current Owner Details

Name(s) BINDER AUGUST R

In Care of

Mailing Address 2426 KEELER RD

City, State, Zip Code BATH, PA, 18014-9689

Book 2001-1

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Deed 2

Deed 3

Deed 4

Deed 5

## Owner History

1 of 3

Current Owner BINDER AUGUST R

Previous Owner RUSSO SCOTT

Sale Date 29-OCT-01

Price 275,000

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## Residential

Card 1

Year Built 1900

Remodeled Year

Land Use Code 210 - Rural Prop w/ Residence Over 10 acres

Total Square Feet Living Area 3,054

Number of Stories 1.5

Grade D+ - BELOW AVERAGE +

CDU AV - AVERAGE

Building Style SPECIAL/OTHER

Total Rooms 9

Bedrooms 3

Full Baths 2

Half Baths 0

Additional Fixtures 0

Total Fixtures 8

Heat/Air Cond NORMAL

Heating Fuel Type OIL

Heating System Type HOT WATER

Attic Code 1 - NONE

Unfinished Area

Rec Room Area 0

Finished Basement Area 520

Fireplace Openings 0

Fireplace Stacks 0

Prefab Fireplaces 0

Basement Garage (Number of Cars)

Condo Level

Condo/Townhouse Type -

Basement FULL

Exterior Wall Material FRAME

Physical Condition AV

## Out Buildings

Card	Line	Code
1	1	AB1 - BANK BARN
1	2	AP1 - 4 SIDE CLOSED MTL POLE -18'
1	3	BU2 - STEEL, 70' LONG (BUTLER)

## OBJ Details

1 of 3

Card	1
Code	AB1 - BANK BARN
Grade	C - AVERAGE
Year Built	1900
Width	
Length	
Area	1,080
Units	1
Condition	A - AVERAGE

## Land

1 of 4

Line #	1
Type	A - ACREAGE
Code	1 - Homesite
Acres	3.0000

## Land Details

1 of 4

Line Number	1
Land Type	A - ACREAGE
Land Code	1 - Homesite
Frontage	
Depth	
Units	
CAMA Square Feet	130,680
CAMA Acres	3.0000

## Values

Exempt Land	\$0
Exempt Building	\$0
Total Exempt Value	\$0
Current Land	\$90,000
Current Building	\$80,500
Current Total	\$170,500
Assessed Land	\$45,000
Assessed Building	\$40,300
Total Assessed Value	\$85,300

## Homestead

Homestead Denied	-
Homestead/Farmstead	B
Approved	A
Date Rec'd	11042004
Homestead Effective Year	2005
Farmstead Effective Year	2005

## Sales

1 of 3

Date Recorded	10/29/2001
Sale Price	\$275,000

New Owner  
Old Owner

BINDER AUGUST R  
RUSSO SCOTT

Sales Detail

1 of 3

Sale Date	10/29/2001
Sale Price	\$275,000
New Owner	BINDER AUGUST R
Previous Owner	RUSSO SCOTT
Recorded Date	29-OCT-01
Deed Book	2001-1
Deed Page	226453

DISCLAIMER

DISCLAIMER - THIS INFORMATION IS CURRENT AS OF THE DATE OF BILLING AND IS NOT REFLECTIVE OF ANY PAYMENTS, ADDITIONAL INFORMATION MAY BE OBTAINED DIRECTLY FROM THE REVENUE OFFICE AT 610-829-6186. IN ACCORDANCE WITH ACT NO 394 OF 1945, FAILURE TO RECEIVE A REAL ESTATE TAX BILL DOES NOT EXCUSE OR DELAY PAYMENT OF TAXES OR AVOIDS ANY PENALTY, INTEREST OR CHARGE FOR SUCH DELAY (PURDONS STATUE 72, SECTION 5511.7). MAKE CHECKS PAYABLE TO COUNTY OF NORTHAMPTON.

Estimated Tax Information

Date of Billing	26-JAN-24
Discount Tax	\$921.24 If Paid On or Before 01-APR-24
Base Tax	\$921.24 If Paid On or Before 31-MAY-24
Penalty Tax	\$1,013.36 If Paid After 31-MAY-24



D E E D

THIS DEED, made this 26th day of October, 2001.

BETWEEN SCOTT RUSSO , unmarried, party, (herein referred to as Grantor), of the one part,

AND

AUGUST R. BINDER, UNMARRIED, party, (hereinafter called the "Grantee"), of the other part.

WITNESSETH, THAT in consideration of the sum of TWO HUNDRED SEVENTY FIVE THOUSAND AND 00/100 (\$275,000.00) Dollars, in hand paid, the receipt where is hereby acknowledge, the said Grantor does hereby grant and convey unto the said Grantee, his heirs and assigns,

ALL THAT CERTAIN piece, parcel or tract of land situate in the Township of Moore, County of Northampton, Commonwealth of Pennsylvania known as Lot No. 2 of the Hager Minor Subdivision (hence forth referred to as the "Subdivision "), bounded and described as more fully as follows, to wit:

BEGINNING at a concrete monument set, said point being along the northerly right-of-way line of Keeler Road, being 25.00 feet distance from the legal centerline of the aforementioned road, and being a southwesterly corner of Lot No. 1 of the Subdivision, thence along the lands of Lot No. 1 of the subdivision and in and through the lands N/F David R. Hager of which this lot was once part, the following three (3) courses and distances:

1. North 33 degrees 12 minutes 00 seconds East 50.00 feet to an iron pin set,
2. North 52 degrees 40 minutes 00 seconds East 789.41 feet to an iron pin set,
3. South 46 degrees 57 minutes 25 seconds East 778.17 feet to an iron pin set along lands N/F Joseph and Julia E. Miller.

Thence along the lands N/F Joseph and Julia E. Miller the following two (2) courses and distances:

1. South 84 degrees 34 minutes 00 seconds West 49.54 feet to an iron pin set,
2. South 35 degrees 07 minutes 00 seconds West 446.95 feet to an iron pin set, point being the northeasterly property corner in lands N/F Jackie R. and Rosemary E. Justus,

Thence along lands N/F Jackie T. and Rosemary E. Justus, and partly along lands N/F James H. and Tina M. Sposili, North 56 degrees 48 minutes 00 seconds East 417.42 feet to an iron pin set,

Thence along lands N/F James H. and Tina M. Sposili the following three (3) courses and distances:

1. South 35 degrees 07 minutes 00 seconds West 45.14 feet to an iron pin set,
2. North 41 degrees 36 minutes 00 seconds West 230.86 feet to an iron pin set,

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56/6/8



3. South 35 degrees 18 minutes 00 seconds West 199.17 feet to an iron pin found, said point being along the northerly right-of-way line of Keeler Road,

Thence along the northerly right-of-way of Keeler Road, North 56 degrees 48 minutes 00 seconds East 327.14 feet to a concrete monument set, said point being the place of BEGINNING.

CONTAINING 522,753.21 square feet or 12.00 Acres.

RESERVING, Nevertheless, unto the Grantee (lands N/F Lot No. 2 of the Hager Minor Subdivision) its successors and assigns, for the benefit of and as an easement appurtenant to the remaining lands of the Grantee and every portion thereof in common with the Grantors, (Lands N/F Lot No. 1 of the Hager Minor Subdivision) their heirs and assigns, a permanent access easement, forever hereafter, for the purpose of common and mutual access, ingress, egress and regress for vehicular and pedestrian traffic, in, upon, across and over a westerly portion of the within conveyed premises thirty-five feet in width, more or less, and extending northwardly 654.53 feet in depth from the right-of-way line of Keeler Road as shown on said Subdivision Plan, all Expenses in Connection with the construction and maintenance of said joint access easement to be borne equally by Grantor and Grantees, their heirs, successors, and assigns, more fully described as follows:

Beginning at an iron pin set, said point being along the northerly right-of-way line of Keeler Road, being 25.00 feet distant from the centerline of the aforementioned road, and being a southerly corner of lands N/F John F. and Marjorie Duffy, thence partly along the lands of N/F John F. and Marjorie Duffy and partly in the subdivision North 52 degrees 40 minutes 00 seconds East 654.53 feet to an iron pin set;

Thence in and along Lot No. 1 of the subdivision the following three (3) courses and distances:

1. South 37 degrees 20 minutes 00 seconds East 35.00 feet to an iron pin set;
2. South 52 degrees 40 minutes 00 seconds West 589.13 feet to an iron pin set;
3. South 33 degrees 12 minutes 00 seconds West 50.00 feet to a concrete monument set, said point being in the northerly right-of-way line of Keeler Road.

Thence along the northerly right-of-way line of Keeler Road North 56 degrees 48 minutes 00 seconds East 54.79 feet to an iron pin set, said point being the place of BEGINNING.

IT BEING THE SAME PREMISES which David R. Hager and Mary J. Hager, husband and wife by Deed dated 6/3/99 and recorded 6/7/99 in the Office for the Recorder of Deeds in and for Northampton County, Pennsylvania in Record Book 1999-1, Page 83348, granted and conveyed unto Scott Russo.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, his heirs and assigns forever.

AND the said GRANTOR does hereby bind Grantor's heirs, executors and administrators, to warrant and forever defend all and singular

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the said premises, with the hereditaments and appurtenances, unto the said Grantee, his heirs and assigns, against Grantor and Grantor's heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under them or any of them.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be duly executed, the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of:

Mary C Charon

SCOTT RUSSO

I hereby certify that this document is recorded in the Recorder's Office of Northampton County, Pennsylvania.

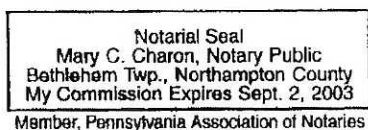
Ann L. Ament



STATE OF PENNSYLVANIA  
COUNTY OF NORTHAMPTON

On this the 26th day of October, 2001, before me, the undersigned officer, personally appeared SCOTT RUSSO known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Mary C Charon  
Notary Public

I hereby certify that the precise address of the Grantee herein is:  
2426 Keeler Road, Bath, PA 18014-9689

Mary C Charon

AFFORDABLE HOUSING	\$11.05
AFFORDABLE HOUSING	\$1.95
- ADMIN FEE	
RECORDING FEES	\$13.00
STATE TRANSFER	\$2,750.00
TAX	
STATE WRIT TAX	\$0.50
MOORE TOWNSHIP	\$1,375.00
NORTHAMPTON	\$1,375.00
AREA SCHOOL DISTRICT	
COUNTY RECORDS	\$1.00
IMPROVEMENT FEE	
DEEDS RECORDS	\$1.00
IMPROVEMENT FEE	
TOTAL	\$5,528.50

RECORDED OF DEEDS  
NORTHAMPTON COUNTY  
PENNSYLVANIA  
INSTRUMENT NUMBER  
2001046864  
RECORDED ON  
Oct 29, 2001  
3:00:30 PM

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## SELLER'S PROPERTY DISCLOSURE STATEMENT

Property address: 2426 KEELER ROAD  
BATH, PA 18014

Seller: AUGUST BINDER

A seller must disclose to a buyer all known material defects about property being sold that are not readily observable. This disclosure statement is designed to assist the seller in complying with disclosure requirements and to assist the buyer in evaluating the property being considered.

This statement discloses the seller's knowledge of the condition of the property as of the date signed by the seller and is not a substitute for any inspections or warranties that the buyer may wish to obtain. This statement is not a warranty of any kind by the seller or a warranty or representation by any listing real estate broker, any selling real estate broker or their agents. The buyer is encouraged to address concerns about the conditions of the property that may not be included in this statement. This statement does not relieve the seller of the obligation to disclose a material defect that may not be addressed on this form.

If an item of information is unknown or not available to Seller and Seller has made an effort to ascertain it, Seller may make a disclosure based on the best information available provided it is identified as a disclosure based on an incomplete factual basis.

A material defect is a problem with the property or any portion of it that would have a significant adverse impact on the value of the residential real property or that involves an unreasonable risk to people on the land.

- (1) Seller's expertise. The seller does not possess expertise in contracting, engineering, architecture or other areas related to the construction and conditions of the property and its improvements, except as follows: \_\_\_\_\_

(2) Occupancy

- (A) Do you, the seller, currently occupy this property? ☒ Yes ☐ No

If "no," when did you last occupy the property? \_\_\_\_\_

Is the Property zoned for single family residential use? ☐ Yes ☐ No ☐ Unknown

(3) Roof.

- (A) Date roof was installed: \_\_\_\_\_

Documented? ☐ Yes ☐ No ☒ Unknown

- (B) Has the roof been replaced or repaired during your ownership? ☐ Yes ☒ No

If "yes," were the existing shingles removed?

☐ Yes ☐ No ☐ Unknown

- (C) Has the roof ever leaked during your ownership? ☐ Yes ☒ No

- (D) Do you know of any problems with the roof, gutters or downspouts? ☐ Yes ☒ No

Explain any "yes" answers that you give in this section: \_\_\_\_\_

(4) Basements, Garages and Crawl Spaces (Complete only if applicable).

(A) Does the property have a sump pump or grinder pump?

\_\_\_\_ yes X no \_\_\_\_ unknown

(B) Are you aware of any water leakage, accumulation or dampness within the basement, garage or crawl space?

X Yes \_\_\_\_ No

If "yes," describe in detail: BASEMENT GETS WATER IN HEAVY RAIN

(C) Do you know of any repairs or other attempts to control any water or dampness problem in the basement, garage or crawl space?

\_\_\_\_ Yes X No

If "yes," describe the location, extent, date and name of the person who did the repair or control effort:

(5) Termites/wood destroying insects, dry rot, pests.

(A) Are you aware of any termites/wood destroying insects, dry rot or pests affecting the property?

\_\_\_\_ Yes X No

(B) Are you aware of any damage to the property caused by termites/wood destroying insects, dry rot or pests?

\_\_\_\_ Yes X No

(C) Is your property currently under contract by a licensed pest control company?

\_\_\_\_ Yes X No

(D) Are you aware of any termite/pest control reports or treatments for the property in the last five years?

\_\_\_\_ Yes X No

Explain any yes answers that you give in this section: \_\_\_\_\_

(6) Structural items.

(A) Are you aware of any past or present water leakage in the house or other structures?

X Yes \_\_\_\_ No

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

\_\_\_\_ Yes X No

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

\_\_\_\_ Yes X No



(D) Have there been any repairs or other attempts to remedy or control the cause or effect of any defects or conditions described above?

\_\_\_\_ Yes \_\_\_\_ No

(E) Are you are aware of any problem with the use or operation of the windows?

\_\_\_\_ Yes \_\_\_\_ No

Explain any "yes" answers that you give in this section. When explaining efforts to control or repair, please describe the location and extent of the problem and the date and person by whom the work was done, if known:

FRONT GUTTERS MUST BE KEPT CLEAN OR THEY OVERFLOW AND SEED IN FAMILY ROOM IN BACK SECTION OF HOUSE

(F) Has there ever been fire damage to the property?

\_\_\_\_ yes X no \_\_\_\_ unknown

(7) Additions/remodeling.

(A) Have you made any additions, structural changes or other alterations to the property?

X Yes \_\_\_\_ No

If "Yes", please describe: KITCHEN BATHROOMS PECK

(B) Did you obtain all necessary permits and approvals and was all work in compliance with building codes?

\_\_\_\_ yes \_\_\_\_ no X unknown

(C) Did any former owners of the Property make any additions, structural changes or other alterations to the Property?

X yes \_\_\_\_ no \_\_\_\_ unknown

If "Yes", to the best of your knowledge did they obtain all necessary permits and approvals, and was all work in compliance with building codes?

\_\_\_\_ yes \_\_\_\_ no X unknown

(8) Water and sewage.

(A) What is the source of your drinking water?

\_\_\_\_ public \_\_\_\_ community system  
X well on property \_\_\_\_ other

If "other," please explain: \_\_\_\_\_

(B) If your drinking water source is not public:

when was your water last tested? NEVER

what was the result of the test? \_\_\_\_\_  
Is the pumping system in working order?

☒ yes ☐ no

If "no," please explain: \_\_\_\_\_

(C) Do you have a softener, filter or other purification system?

☐ Yes ☒ No

☐ yes ☒ no

If "yes," is the system: ☐ leased ☐ owned

(D) What is the type of sewage system?

☐ public sewer ☐ private sewer

☒ septic tank ☐ cesspool ☐ other

If "other," please explain: \_\_\_\_\_

NOTE TO SELLER AND BUYER: If this Property is NOT serviced by a community sewage system, The Pennsylvania Sewage Facilities Act requires disclosure of this fact and compliance with provisions of the Act. A Sewage Facilities Disclosure Rider should be attached to any Agreement of Sale and Purchase.

(E) Is there a sewage pump?

☐ Yes ☒ No

If "yes," is it in working order?

☐ Yes ☐ No

(F) When was the septic system or cesspool last serviced? 2017

(G) Is either the water or sewage system shared?

☐ Yes ☒ No

If "yes," please explain: \_\_\_\_\_

(H) Are you aware of any leaks, backups or other problems relating to any of the plumbing, water and sewage-related items?

☐ Yes ☒ No

If "yes," please explain: \_\_\_\_\_

(9) Plumbing system.

(A) Type of plumbing:

☒ copper ☐ galvanized ☐ lead  
☒ PVC ☐ unknown ☐ other

If "other," please explain: \_\_\_\_\_



(B) Are you aware of any problems with any of your plumbing fixtures (including, but not limited to: kitchen, laundry or bathroom fixtures, wet bars, hot water heater, etc.)?

\_\_\_\_ Yes ☒ No

If "yes," please explain: \_\_\_\_\_

(10) Heating and air conditioning.

(A) Type of air conditioning: \_\_\_\_ central electric

\_\_\_\_ central gas \_\_\_\_ wall ☒ none

Number of window units included in sale: 0

Location: \_\_\_\_\_

(B) List any areas of the house that are not air conditioned: \_\_\_\_\_

(C) Type of heating: \_\_\_\_ electric ☒ fuel oil

\_\_\_\_ natural gas \_\_\_\_ other

If "other," please explain: \_\_\_\_\_

(D) List any areas of the house that are not heated: \_\_\_\_\_

(E) Type of water heating: \_\_\_\_ electric \_\_\_\_ gas

\_\_\_\_ solar ☒ other

If "other," please explain: INDIRECT

(F) If there are fireplaces in the Property, are they operational? ☒ Yes \_\_\_\_ No

(G) Are you aware of any underground fuel tanks on the property? \_\_\_\_ Yes ☒ No

If yes, please describe: \_\_\_\_\_

(H) Are you aware of any problems with any item in this section? \_\_\_\_ Yes ☒ No

If yes, please explain: \_\_\_\_\_

(11) Electrical system.

(A) Are you aware of any problems or repairs needed in the electrical system?

\_\_\_\_ Yes ☒ No

If yes, please explain: \_\_\_\_\_

(12) Other equipment and appliances included in sale (complete only if applicable).

(A) ☐ Electric garage door opener/Number of transmitters: \_\_\_\_\_  
Are they in working order? \_\_\_\_\_ Yes \_\_\_\_\_ No

(B) ☒ Smoke detectors How many? 4  
Location: EACH FLOOR, ATTIC, BASEMENT

(C) ☒ Security alarm system

☒ owned \_\_\_\_\_ leased

Lease information: \_\_\_\_\_

(D) ☐ Lawn sprinkler

Number \_\_\_\_\_ Automatic timer \_\_\_\_\_

In working order? \_\_\_\_\_ Yes \_\_\_\_\_ No

(E) ☐ Swimming pool ☐ Pool heater ☐ Spa/hot tub

List all pool/spa equipment: \_\_\_\_\_

(F) ☒ Refrigerator ☒ Range ☒ Microwave Oven

☒ Dishwasher \_\_\_\_\_ Trash Compactor

\_\_\_\_\_ Garbage Disposal

(G) ☐ Washer \_\_\_\_\_ Dryer

(H) ☐ Intercom

(I) ☒ Ceiling Fans 2 Number

Location: BEORORS, LIVING ROOM, FAMILY ROOM

(J) Other: \_\_\_\_\_

Are any items in this section in need of repair or replacement?

☒ yes \_\_\_\_\_ no \_\_\_\_\_ unknown

If yes, please explain: ICE MAKER NOT WORKING



(13) Land (soils, drainage and boundaries).

(A) Are you aware of any fill or expansive soil on the property? ☐ Yes ☒ No

(B) Are you aware of any sliding, settling, earth movement, upheaval, subsidence or earth stability problems that have occurred on or that affect the property? ☐ Yes ☒ No

NOTE TO BUYER: YOUR 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  
3913 WASHINGTON ROAD  
MCMURRAY, PA 15317

724/941-7100

(C) Are you aware of any existing or proposed mining, strip mining or any other excavations that might affect this property? ☐ Yes ☒ No

(D) To your knowledge, is this property, or part of it, located in a flood zone or wetlands area? ☐ Yes ☒ No

(E) Do you know of any past or present drainage or flooding problems affecting the property or adjacent properties? ☐ Yes ☒ No

(F) Do you know of any encroachments, boundary line disputes or easements? ☒ Yes ☐ No

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 the 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.

(G) Are you aware of any shared or common areas (for example, driveways, bridges, docks, walls, etc.) or maintenance agreements? ☒ Yes ☐ No

Explain any yes answers that you give in this section: DRIVEWAY EASEMENT

(H) Do you have an existing survey of the Property? ☒ Yes ☐ No

If yes, has the survey been made available to the Listing Real Estate Broker? ☒ Yes ☐ No

(I) Does the Property abut a public road? ☒ Yes ☐ No

If not, is there a recorded right-of-way and maintenance agreement to a public road?

☒ Yes ☐ No

(14) Hazardous substances.

(A) Are you aware of any underground tanks or hazardous substances present on the property (structure or soil), including, but not limited to, asbestos, polychlorinated biphenyls (PCBs), radon, lead paint, urea-formaldehyde foam insulation (UFFI), etc.?

☐ Yes ☒ No

(B) To your knowledge, has the property been tested for any hazardous substances?

☐ Yes ☒ No

(C) Do you know of any other environmental concerns that might impact upon the property?

☐ Yes ☒ No

Explain any "yes" answers that you give in this section: \_\_\_\_\_

(D) Lead-based Paint Hazard Reduction Act.

(1) Was this house constructed prior to 1978?

☒ yes ☐ no ☐ unknown

(2) Is Seller aware of the presence of any lead-based paint hazards in the Property?

☐ Yes ☒ No

NOTE: If the house was built prior to 1978, Seller and Seller's Agent must disclose any lead-based paint information which they have, furnish a Lead Hazard Information Pamphlet to any prospective Buyer and Advise Buyer of his rights under the Act.

(15) Condominiums and other homeowners associations (complete only if applicable).

(A) Type:

☐ condominium ☐ cooperative

☐ homeowners association ☐ other

If "other," please explain: \_\_\_\_\_

\*NOTICE REGARDING CONDOMINIUMS AND COOPERATIVES:

ACCORDING TO SECTION 3407 OF THE UNIFORM CONDOMINIUM ACT (68 PA.C.S. § 3407 (RELATING TO RESALES OF UNITS) AND 68 PA.C.S. § 4409 (RELATING TO RESALES OF COOPERATIVE INTERESTS A BUYER OF A RESALE UNIT IN A CONDOMINIUM OR COOPERATIVE MUST RECEIVE A CERTIFICATE OF RESALE ISSUED BY THE ASSOCIATION IN THE CONDOMINIUM OR COOPERATIVE. THE BUYER WILL HAVE THE OPTION OF CANCELING THE AGREEMENT WITH RETURN OF ALL



DEPOSIT MONEYS UNTIL THE CERTIFICATE HAS BEEN PROVIDED TO THE BUYER AND FOR FIVE DAYS THEREAFTER OR UNTIL CONVEYANCE, WHICHEVER OCCURS FIRST.

(B) Do you know of any defect, damage or problem with any common elements or common areas which could affect their value or desirability?

\_\_\_\_\_ yes ☒ no \_\_\_\_\_ unknown

(C) Do you know of any condition or claim which may result in an increase in assessments or fees?

\_\_\_\_\_ yes ☒ no \_\_\_\_\_ unknown

If your answer to (B) or (C) is "Yes", explain in detail: \_\_\_\_\_

(16) Miscellaneous.

(A) Are you aware of any existing or threatened legal action affecting the property? ☒ yes ☒ no

(B) Do you know of any violations of Federal, State or local laws or regulations relating to this property? \_\_\_\_\_ yes ☒ no

(C) 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 that remain uncorrected?

\_\_\_\_\_ yes ☒ no

(D) Are you aware of any judgment, encumbrance, lien (for example, comaker or equity loan) or other debt against this property that cannot be satisfied by the proceeds of this sale?

\_\_\_\_\_ yes ☒ no

(E) 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?

\_\_\_\_\_ yes ☒ no

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

\_\_\_\_\_ yes ☒ no

A material defect is a problem with the property or any portion of it that would have a significant adverse impact on the value of the residential real property or that INVOLVES AN UNREASONABLE RISK TO PEOPLE ON THE LAND.

Explain any "yes" answers that you give in this section: \_\_\_\_\_



138 Trail Road, Meshoppen PA 18630  
570-767-2278  
AUCTIONEER: Brian Burke  
E-mail: info@BrianBurkeAuctions.com

## Real Estate Purchase Agreement

THIS AGREEMENT, made under the date of September 7<sup>th</sup>, 2024, WITNESSETH, that  
Seller, agrees to sell and Buyer \_\_\_\_\_

\_\_\_\_\_ agrees to buy the following Real Estate, hereinafter referred to as ("said premises").

Real Estate belonging to August R. Binder. The property is selling in its "AS IS" condition is  
situated at 2426 Keeler Road the City of Bath, County of Northampton and State of  
Pennsylvania, Instrument Number 2001046864, for the price of

(\$ \_\_\_\_\_ )

\_\_\_\_\_ dollars

plus a 3% Buyer's premium of (\$ \_\_\_\_\_ ) for a total of

\_\_\_\_\_ Dollars,

free and clear of all liens and encumbrances, except as may otherwise be stated in this  
agreement. The title to said premises shall be subject to all existing restrictions, easements,  
recorded agreements and covenants, right of public service companies, easements of roads,  
zoning regulations, ordinances, statutes and regulations of any constituted public authority, now  
in force or which may be passed prior to final settlement.

1. A deposit is herewithmade in the amount of (\$25,000) Twenty-Five Thousand Dollars  
toward the purchase price under this agreement. Said deposit shall be held by Brian  
Burke, hereinafter referred to as ("The Auctioneer") in his escrow account.



2. The balance of the purchase price shall be paid in cash at the time of final settlement and delivery of the deed which shall take place on or before 60 days (November 6<sup>th</sup>, 2024) from above date, with time for settlement agreed to be of the essence of this agreement.
3. Taxes rents and other current charges, if any, shall be pro-rated on a school fiscal basis to the date of the settlement. County and Township based upon the calendar year.
4. Possession shall be delivered at the time of final settlement by special warranty deed. The Seller shall deliver a fully executed special warranty deed at the time of the settlement. The Buyer will receive possession of the property at the time of settlement.
5. All state, county or school transfer taxes imposed upon this sale shall be divided equally between the Buyer and Seller.
6. The obligation of Buyer under this Agreement of Sale shall not be excused, limited, altered by or conditioned upon Buyer obtaining mortgage financing. Should Buyer fail to make settlement, as herein provided, the sum or sums paid on account of the purchase price, at the option of the Seller, may be retained by the Seller, either on account of the purchase price, the resale price or as liquidated damages. In the latter case, the contract shall become null and void. In the latter event, all monies paid on account shall be divided equally between the Seller and the Auctioneer, but in no event shall the sum paid to the Auctioneer be in excess of the rate of commission due to him.
7. Buyer acknowledges that lot sizes, acres of lots and plan set forth in any circular and other advertising may not be totally accurate. In signing this agreement Buyer has not relied on the description set forth or referred to in this agreement, the Buyer should make an independent determination of the same.

8. It is understood and agreed that Brian Burke, of Brian Burke Auctions is acting as agent for the Seller, not the Buyer, and he shall in no case whatsoever be held liable by either party for the performance of any term or covenant of this agreement for the damages for non-performance thereof.

Buyer's initials \_\_\_\_\_ Seller's initials \_\_\_\_\_

9. Buyer acknowledges that he has **INSPECTED THE PREMISES**, The Seller's Property Disclosure Statement and enters into this agreement to purchase as a result of said inspections and not as a result of any advertising or announcement made by the seller and/or the auction company or their selling agents. The property is being sold "**AS IS**" condition.

10. If any buildings on these premises were built prior to 1978, they may contain lead paint.

This property may contain wet lands.

11. This agreement shall extend and be binding upon the heirs, administrators, successors and assigns of the parties hereto.

12. Buyer has been advised that said premises are located at 2426 Keeler Rd, Bath, PA 18014, County of Northampton.

13. Buyer agrees that Seller shall not be required to present (tender) to Buyer a deed for said premises if Buyer defaults in paying the balance of the purchase price in order to enforce the provisions of this agreement against Buyer. Buyer agrees not to present this agreement to the Recorder of Deeds to be recorded.

14. Buyer acknowledges that under the terms and conditions of the auction Sale during which said premises were offered at auction that among the conditions announced was that this agreement is subject to the approval of Seller. Pending such approval Buyer



shall be bound by this agreement with the same force and effect as if no such approval were required. If this agreement is not approved by Seller, the deposit money paid on account hereof will be returned to Buyer, without interest, and agreement shall become null and void.

15. The Seller shall not be obligated to survey the property even if a survey is required by the Buyer's title insurance company or the Buyer's lender. The Buyer may survey the property at his own expense.
16. The sale of this property is not conditioned on any testing or inspections by the Buyer.
17. This agreement and the sale shall be governed by the laws of the Commonwealth of Pennsylvania.
18. This agreement contains the entire agreement between the parties. No prior agreement of representation of any kind, and no contemporaneous or subsequent oral agreement or representation and no course of dealing between the parties or custom shall be permitted to contradict, vary or add to the terms of this agreement.
19. All Individual G.O.M. rights convey in the sale of this property.

**IN WITNESS WHEREOF:** the parties have hereunto set their hand and seals, the day and year first written above.

Signed, Sealed and Delivered in the presence of Brian Burke, Brian Burke Auctions, Auctioneer.

By: \_\_\_\_\_  
Auctioneer

Witness:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(SEAL)  
(SEAL)  
(SEAL)

NOW this \_\_\_\_\_ day of \_\_\_\_\_, 2024, I do hereby approve and accept the above offer and agreement.

Sellers: \_\_\_\_\_ (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
(SEAL)  
(SEAL)