



BRIAN BURKE
AUCTIONS

2 bedroom 2 bathroom Tunkhannock Twp. Home

LIVE PUBLIC AUCTION

Sunday, January 19th, 2025

Real Estate being offered at 12 Noon

Auction will be held during our Trading Card & Coin Auction
at the Wyoming County Fairgrounds

OPEN HOUSE

Sunday, December 29th 2-3pm &
Saturday, January 4th 10-11am



**18 Maple Lane,
Tunkhannock, PA 18657**

2 bedroom 2 bathroom Ranch Style Home located in Tunkhannock Township on the edge of the Borough. Beautiful lot close to town minutes from shopping, eating and more. Eat-in kitchen, Living Room, Dining Room, Bathroom with jet tub & corner shower, Family/Sun Room. Single Car Garage, Shed, Paved Driveway and mature landscaping. This home is move in ready or ready for you to make it your own.

Real Estate Terms: 3% Buyer's Premium/ \$15,000 deposit due at conclusion of bidding
Please contact us at info@BrianBurkeAuctions.com for further details.

Auction conducted by Brian Burke,
Auctioneer -AU003255L

www.BrianBurkeAuctions.com

570-767-2278 or
Info@BrianBurkeAuctions.com





Terms: \$15,000 deposit due at conclusion of bidding day of auction. 3% Buyers premium will be added to the final bid price. Announcements day of Auction supersede any advertising and/or all printed material.

Auction Location/Date/Time: Wyoming County Fairgrounds 9141 Route 6, Meshoppen, PA 18630
January 19th, 2025 at 12 Noon

Closing Location: Agreed upon by the Buyer and Seller.

General Information: 2 Bedroom 2 bathroom, eat-in kitchen, Living Room, Dining Room, Bathroom with jet tub & corner shower, Family/Sun Room. Single Car garage, Paved driveway, small outbuilding

Acreage: Total .59 acres

County: Wyoming

Township: Tunkhannock Township

Parcel ID/Taxes: 26-059.0-086-00-00-00/ Total Taxes \$2,627

School District: Tunkhannock Area





Dear Potential Buyer,

Brian Burke Auctions is grateful to have been selected to offer you this property. Please take this time to join us at the Open House Sunday, December 29th 2-3pm and/or Saturday, January 4th 10-11am to inspect the property. For your convenience, we've enclosed the following information.

- Property Information
- How to buy Real Estate at Auction (Below)
- Aerial View
- Assessment Card
- Deed
- Sample Purchase Agreement
- Sellers Disclosure

Please do not hesitate to ask questions or call us. Hope to see you on Sunday, January 19th, 2025 at 12 Noon.

Thank you,
Brian Burke Auctions Staff

Disclaimer & Absence of Warranties

All information contained in this packet & all related materials are subject to the terms & conditions outlines in the purchase agreement. Information contained in advertisements, information packet, estimated acreages and marked boundaries are based upon the best information available to Brian Burke Auctions at the time of preparation and may not be exact information on the property. Each prospective buyer is responsible for conducting their own independent inspection, investigations, and inquiries pertaining to the real estate prior to auction. No liability for its accuracy, errors or omissions is assumed by seller or Brian Burke Auctions.

Buying Real Estate at auction is easy and great way to buy real estate.

We are dedicated to providing the best possible experience for our buyers.

- Inspect the property and review the information packet. We want you to be comfortable and confident about your purchase.
- 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.
- Down payment as described in the property information section is due and payable at the conclusion of bidding on day of auction.
- The auction will begin promptly at the scheduled time. You should arrive at least 30 minutes early to register with our staff. You will need your driver's license or another form of government issued ID.
- Listen carefully to all announcements made on the day of the auction. Please ask any questions you may have.
- When the auction actually begins, the auctioneer will ask for bids. He will say numbers until a register bidder in the crowd agrees to offer the amount asked for. For example, the auctioneer may ask for \$200,000 and he may need to come down to \$175,000 until somebody agrees to bid. At this point the auction begins and the bidding begins to go up. The auctioneer will call out the next bid he is looking for. If you are willing to pay that amount, raise your hand. There may be several people bidding at first, so don't be afraid 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 they will pause the auction to reach out to the seller to see if the approved amount is reached. After this pause the auction will resume and the bidding process will open again.
- If you are the winning bidder, you will then be declared the purchaser and will be directed on how to finalize the sale by signing the purchase agreement and giving required down payment.
- It is the Buyer's responsibility to schedule the settlement with the desired settlement company. If you need assistance in locating one near you, please let us know.



DISTRICT	MAP	PARCEL	SPLIT	CODE	WYOMING COUNTY	ROUTING NUMBER	CARD	OF	NUMBER
26	059.0	086	00	00	PROPERTY RECORD CARD		2		2

26-059.0-086-00-00-00
 26-1-33-4
 SOHNS JR THEODORE R
 & MARGARET
 18 MAPLE LANE
 TUNKHANNOCK PA 18657
 LOT
 H
 413/972

MEMORANDUM									
26-059.0-086-00-00-00-00 26-1-33-4 SOHNS JR THEODORE R & MARGARET 18 MAPLE LANE TUNKHANNOCK PA 18657 LOT H 413/972									

VALUATION AND ASSESSMENT RECORD									
YEAR OF RECORD		VALUATION AND ASSESSMENT RECORD							
19		19 97							
MARKET/USE		LAND		BUILDINGS		TOTAL		TOTAL	
VALUATIONS		LAND		BUILDINGS		TOTAL		TOTAL	
VALUATION		LAND		BUILDINGS		TOTAL		TOTAL	
VALUATION		LAND		BUILDINGS		TOTAL		TOTAL	
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VALUATION		LAND		BUILDINGS		TOTAL</			



**570-767-2278 or
Info@BrianBurkeAuctions.com**



FILED
REGISTER & RECORDER
WYOMING CO., PA.

SEP 28 11 51 AM '00

Sally A. Steele, Esquire
70 Hollowcrest Road
Tunkhannock, PA 18657

1000 - PA THY
1000 - Tunk Top
20th Rec

This Deed,

Made the 28th day of September in the year of our Lord two thousand (2000)

Between KENNETH A. SUMMERS and ESTHER D. SUMMERS, his wife;

-GRANTOR(S)-

AND

THEODORE R. SOHNS, JR. and MARGARET L. SOHNS, his wife;

-GRANTEE(S)-

Witnesseth, that in consideration of One Hundred Eight Thousand (\$108,000.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged; the Grantors do hereby grant and convey to the said Grantees, their Heirs and Assigns,

All that certain piece, parcel or lot of land situate and being in the Township of Tunkhannock, County of Wyoming and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pipe in the east edge of a township road known as Maple Lane at the southwest corner of the lot to be conveyed by Jay Evans et ux. to Clair H. Russell et ux., now or formerly; thence along the line of lands of said lot bearing South fifty-five degrees (55°) and twenty minutes (20') East two hundred fifty-seven and five-tenths (257.5) feet to an iron pipe corner in line of lands of Jacob Brunges, now or formerly; thence along the line of lands of said Brunges, now or formerly, bearing South twenty-nine degrees (29°) and fifty-five minutes (55') West one hundred (100) feet to an iron pipe corner; thence along the line of other lands of Jay Evans et ux., now or formerly, bearing North fifty-five degrees (55°) and twenty minutes (20') West two hundred fifty-seven and five tenths (257.5) feet to an iron pipe in the east edge of said Maple Lane; thence along said Maple Lane bearing North twenty-nine degrees (29°) and fifty-five minutes (55') East one hundred (100) feet to the place of beginning.

BEING a part of Lots No. 26 and No. 27 in the Jay Evans Subdivision No. 2, surveyed and drawn September, 1952, by A. W. Sturman, re-surveyed and redrawn September, 1956, by Stuart Milnes, R.S., a true and correct copy of the map of which is recorded in Wyoming County Deed Book 139, at page

EK0413PG0972



602.

BEING also the same lands surveyed and plotted November 3, 1959, by Stuart Milnes, R.S., a copy of the map of which is recorded with the Deed to Robert B. Frey et ux. from Jay Evans, et ux., dated December 24, 1959, and recorded in Wyoming County Deed Book 146 at page 211.

IT IS UNDERSTOOD AND AGREED by and between the parties hereto and the parties do, by the delivery and acceptance of this Deed, covenant and agree that the lands hereby conveyed shall be bound by the following covenants and restrictions, which shall run with the lands:

1. No use shall be made of the said lands except for residential purposes.
2. No residence or dwelling shall be erected upon said lands containing less than eight hundred (800) square feet of floor space.
3. No building shall be erected upon said lands within twenty-five (25) feet from the right-of-way line of any street heretofore or hereafter laid out upon, across or through any of said lands.
4. All residential buildings upon said lands shall be provided with adequate systems for the disposition of sewerage and waste so that there will be no surface accumulation or no open pits or disposal areas or no outside toilets.
5. No house trailers shall be parked or permitted to remain upon said lands.
6. No animals shall be kept or harbored upon said lands, except only usual and customary house pets.

The Grantors herein hereby covenant and agree for themselves, their heirs and assigns, that all lands now owned by them in said subdivision No. 2 shall be subject to the six restrictions hereinbefore set forth, and they further covenant and agree that they will insert said restrictions in any and all deeds for any and all said lands hereafter made, executed and delivered by them or their heirs and assigns, it being the intent of the parties hereto that this covenant shall run with the lands of the Grantors and the lands intended to be bound by this paragraph are the lands shown upon said Subdivision still titled in the names of Jay Evans et ux. to which lot numbers have been assigned and in addition thereto, the parcel of land on the west side of Lots 17 to 20 inclusive.

Wyoming County - Recorder of Deeds
Instrument Filing

Receipt# 125368

Inst# 2000-002014 9/28/2000 11:51:13

Book# 9413 Page# 0972

Remarks: PD BY JOHN NORMAN ESR

SUMMARY TO STATE

DEED	13.00
DEED - UNIT	.50
DEED - RTT STATE	1080.00
TOWNSHIPS AREA	340.00
TOWNSHIPS TWP	340.00
DEED - HOUSING FEE	5.00
CD IMPROVEMENT FND	1.00
REL. IMPROVEMENT FND	1.00
Cash	12,180.50
Total Received.....	12,180.50

8K04 3PG0973



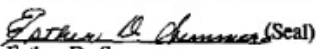
And the said Grantors Will Warrant Specially

the property hereby conveyed

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

Signed, Sealed and Delivered
in the presence of

 (Seal)
Kenneth A. Summers
(Seal)

 (Seal)
Esther D. Summers
(Seal)

(Seal)

(Seal)

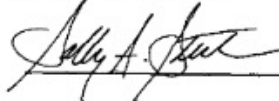
Commonwealth of Pennsylvania :
: SS;
County of Wyoming :

On this, the 28th day of September, A. D. 2000, before me, A Notary Public, the undersigned officer, personally appeared Kenneth A. Summers and Esther D. Summers, his wife, known to me (or satisfactorily proven) to be the persons 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
Sally A. Steele, Notary Public
Tunkhannock Twp., Wyoming County
My Commission Expires Nov. 15, 2003
Member, Pennsylvania Association of Notaries



Title of Officer

Commonwealth of Pennsylvania :
: SS;
County of _____ :

On this, the _____ day of _____, A. D. 2000, before me, A Notary Public, the undersigned officer, personally appeared _____, known to me, (or satisfactorily proven) to be the persons 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.

Title of Officer

BK0413PG0974



State of :
: SS;
County of :

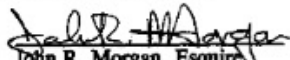
On this, the day of A. D. 2000, before me, A Notary Public, the undersigned officer, personally appeared , known to me, (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Title of Officer

I Hereby Certify, that the precise residence of the Grantees

18 MAPLE LANE
TUNKHANNOCK PA 18657


John R. Morgan, Esquire

Attorney for Grantee

Commonwealth of Pennsylvania :
: SS;
County of Wyoming :

Recorded on this day of , A. D. 2000, in the
Recorder's Office of the said County in Record Book Page

Given under my hand and the seal of the said Office, the date above
written.

Recorder

BK 0413PG0975



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 Saturday January 19th 2025, 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 Estate of Margaret L. Sohns. The property is selling in its "AS IS" condition is
situated at 18 Maple Lane the City of Tunkhannock, County of Wyoming and State of
Pennsylvania, Book 0143 Page 0972, 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 (\$15,000) Fifteen 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 (March 20, 2025) 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 18 Maple Lane, Tunkhannock, PA 18657, County of Wyoming.
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 DO NOT 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 _____, 2025, I do hereby approve and accept the above offer and agreement.

Sellers: _____ (SEAL)

(SEAL)

(SEAL)



SELLER'S PROPERTY DISCLOSURE STATEMENT

Property address: 18 Maple Lane Tunkhannock Pa 18657

Seller: Estate of Margaret Scher - Craige Scher Ex - Curtis Scher Ex

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: estimate 2020

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 ☐ no ☐ unknown

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

☐ Yes ☒ No

If "yes," describe in detail: _____

(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 ☒ 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 ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ 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?

☐ 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 ☒ No

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

☐ Yes ☒ 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:

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

____ yes ☒ no ____ unknown

(7) Additions/remodeling.

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

____ Yes ☒ No

If "Yes", please describe: _____

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

____ yes ____ no ☒ unknown

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

____ 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 ____ unknown

(8) Water and sewage.

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

☒ public ____ community system
____ well on property ____ other

If "other," please explain: _____

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

when was your water last tested? _____



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? _____

(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 X No

If "yes," please explain: _____

(10) Heating and air conditioning.

(A) Type of air conditioning: ____ central electric

____ central gas X wall ____ none

Number of window units included in sale: 1

Location: living/dining room

(B) List any areas of the house that are not air conditioned: Bedrooms, kitchen, family room

(C) Type of heating: ____ electric X 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 X other

If "other," please explain: oil furnace

(F) If there are fireplaces in the Property, are they operational? ____ Yes X No

(G) Are you aware of any underground fuel tanks on the property? ____ Yes X No

If yes, please describe: _____

(H) Are you aware of any problems with any item in this section? ____ Yes X No

If yes, please explain: _____

(11) Electrical system.

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

____ Yes X 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: 1
Are they in working order? ☒ Yes ☐ No

(B) ☒ Smoke detectors How many? 1

Location: Hallway

(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 3 Number

Location: Kitchen, Family room, master bedroom

(J) Other: _____

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

☐ yes ☒ no ☐ unknown

If yes, please explain: _____



(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: _____

(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 REALES OF UNITS) AND 68 PA.C.S. § 4409 (RELATING TO REALES 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 X no _____ unknown

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

_____ yes X 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 X no

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

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

_____ yes X 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: _____



(G) Is there any additional information that you feel you should disclose to the prospective Buyer because it may materially and substantially affect the value or desirability of the Property, e.g., zoning violations, zoning changes, road changes, pending municipal improvements, pending tax assessment appeals, etc.?

_____ yes X no _____ unknown

If your answers in this section are "Yes", explain in detail: _____

The undersigned seller represents that the information set forth in this disclosure statement is accurate and complete to the best of the seller's knowledge. The seller hereby authorizes any agent for the seller to provide this information to prospective buyers of the property and to other real estate agents. The seller alone is responsible for the accuracy of the information contained in this statement. The seller shall cause the buyer to be notified in writing of any information supplied on this form which is rendered inaccurate by a change in the condition of the property following the completion of this form.

SELLER Antonia Lohr Ex DATE 11/25/24

SELLER _____ DATE _____

SELLER _____ DATE _____



EXECUTOR, ADMINISTRATOR, TRUSTEE, COURT
APPOINTED GUARDIAN, RECORDED POWER OF ATTORNEY

The undersigned has never occupied the property and lacks the personal knowledge necessary to complete this disclosure statement.

Craig Solma
Name and Capacity/Title of person
signing plus include documentation

11/25/2024
Date

CORPORATE LISTING

The Undersigned has never occupied the property. Any information contained in this Disclosure Statement was obtained from Third Party sources and Buyer should satisfy himself or herself as to the condition of the Property.

Name and Capacity/Title of person
signing, plus include documentation

Date

RECEIPT AND ACKNOWLEDGMENT BY BUYER

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

BUYER _____ DATE _____

BUYER _____ DATE _____

Delivery of disclosure form

(a) Method of delivery.--The seller's delivery of the property disclosure statement to the buyer as prescribed by this act shall be by personal delivery; ordinary mail; certified mail, return receipt requested; or facsimile transmission to the buyer or the buyer's agent.

(b) Parties to whom delivered. --For purposes of this act, delivery to one prospective buyer or buyer's agent is deemed delivery to all persons intending to take title as co-tenants, joint tenants or as a tenant by the entireties with the buyer. Receipt may be acknowledged on the statement, in an agreement for the



conveyance of the residential real property or shown in any other verifiable manner.

Information unavailable to seller

If at the time the disclosures are required to be made, an item of information required to be disclosed is unknown or not available to the seller and the seller has made an effort to ascertain it, the seller may make a disclosure based on the best information available to the seller, provided it is identified as a disclosure based on an incomplete factual basis.

Information subsequently rendered inaccurate.

If information disclosed in accordance with this act is subsequently rendered inaccurate as a result of any act, occurrence or agreement subsequent to the delivery of the required disclosures, the seller shall notify the buyer of the inaccuracy.

Affirmative duty of seller

The seller is not obligated by this act to make any specific investigation or inquiry in an effort to complete the disclosure statement. In completing the disclosure statement, the seller shall not make any representations which he or his agent know or have reason to know are false, deceptive or misleading, and shall not fail to disclose a known material defect.