



**BRIAN BURKE**  
AUCTIONS

4-bedroom, 2-bathroom home located in the heart of Tunkhannock

## LIVE PUBLIC AUCTION

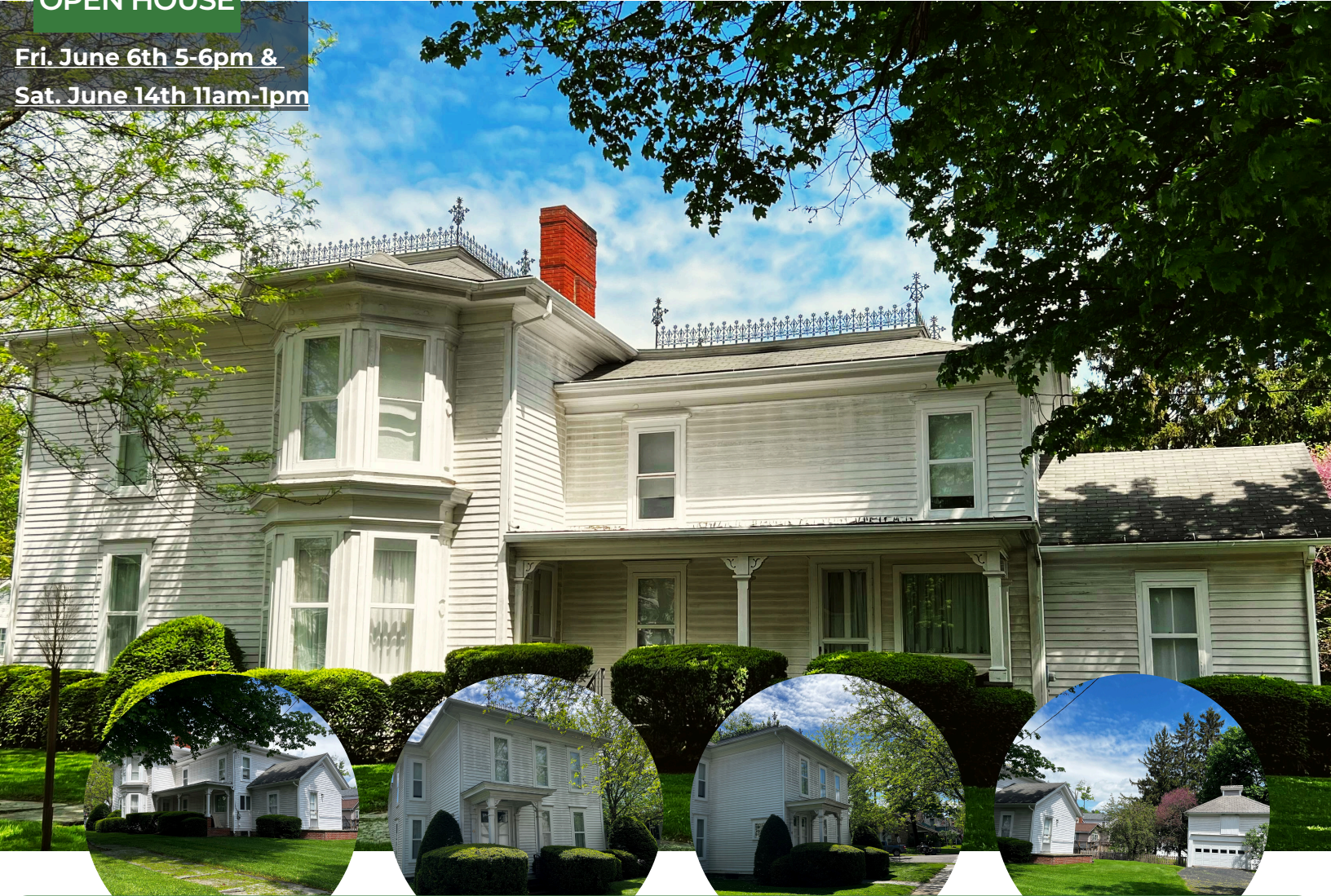
Saturday, June 28th

Real Estate being offered at 12 Noon

Contents Part I Online Only Mon. June 23rd 6pm Contents Part II Sat. June 28th 9AM

### OPEN HOUSE

Fri. June 6th 5-6pm &  
Sat. June 14th 11am-1pm



**42 Slocum Ave., Tunkhannock, PA 18657**

**Charming 4-bedroom, 2-bathroom home is nestled in the heart of Tunkhannock Borough on a corner lot with .26+/- acres, offering a blend of historic character and modern convenience. Situated within walking distance to downtown, residents can enjoy easy access to local shops, dining establishments, and community amenities. Conveniently located near major roadways, providing straightforward commutes to surrounding areas.**

Real Estate Terms: 3% Buyer's Premium/ \$15,000 deposit due at conclusion of bidding  
Broker participation available & encouraged. Please contact us at [info@BrianBurkeAuctions.com](mailto:info@BrianBurkeAuctions.com) for further details.



138 Trail Road  
Meshoppen, PA 18630

570-767-2278

[Info@BrianBurkeAuctions.com](mailto:Info@BrianBurkeAuctions.com)  
[www.BrianBurkeAuctions.com](http://www.BrianBurkeAuctions.com)  
Brian Burke, Auctioneer- AU-003255L





**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:** 42 Slocum Ave., Tunkhannock, PA 18657 June 28th, 2025  
9AM Contents/Real Estate offered at 12Noon

**Closing Location:** Agreed upon by the Buyer and Seller.

**General Information:** This charming 4-bedroom, 1-bathroom home is nestled in the heart of Tunkhannock Borough, offering a blend of historic character and modern convenience. With approximately 1,000 square feet of living space, this property is ideal for first-time homebuyers or investors seeking a well-located residence.

**Key Features:**

- Living Room: Spacious and inviting, perfect for relaxation and entertaining.
- Eat-In Kitchen: Functional layout with ample cabinetry and counter space.
- Bedrooms: Four cozy bedrooms with natural light. Bathroom: Two
- Exterior: Front porch, rear yard, and mature landscaping enhance curb appeal.
- Original Carriage Barn with new garage door and opener
- Situated within walking distance to downtown Tunkhannock, residents can enjoy easy access to local shops, dining establishments, and community amenities. The property is also conveniently located near major roadways, providing straightforward commutes to surrounding areas.

**Acreage:** +/- .26

**County:** Wyoming

**Township/Borough:** Tunkhannock Borough

**Parcel ID/Taxes:** 23-059.1-281-00-00-00 / Total Taxes (2025) \$4,003.94

**School District:** Tunkhannock Area School District



Dear Potential Buyer,

Brian Burke Auctions is grateful to have been selected to offer you this 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.

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.













<sup>186-860</sup>  
**This Deed,**

Made the 8<sup>th</sup> day of August in the year of our  
Lord one thousand nine hundred and seventy-three (1973)

Between SUSAN J. STURMAN and ALFRED W. STURMAN, her husband,  
of the Borough of Tunkhannock, County of Wyoming,  
Commonwealth of Pennsylvania;

- GRANTORS -

and

ALFRED W. STURMAN and SUSAN J. STURMAN, his wife,  
BERTHA MAY STURMAN and ELEANOR L. STURMAN, all of  
the Borough of Tunkhannock, County of Wyoming, Common-  
wealth of Pennsylvania, AS JOINT TENANTS WITH RIGHT OF  
SURVIVORSHIP AND NOT AS TENANTS IN COMMON;

- GRANTEES -

Witnesseth, that in consideration of -----  
ONE (\$1.00) ----- Dollars,  
in hand paid, the receipt whereof is hereby acknowledged; the Grantors do  
hereby grant and convey to the said Grantees, their heirs Heirs and Assigns,

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

BEGINNING at the Northeasterly corner of Slocum Street and Clay  
Street, and running thence a Northerly course along the East line of  
said Slocum Street eighty-five (85) feet and four (4) inches to corner  
of Lot No. 140 as laid down and numbered on a map or plot of town lots  
made by Thomas T. Slocum; thence in an Easterly course along South  
line of said Lot No. 140 one hundred and thirty-two (132) feet to a  
corner of Lot No. 96 as laid down and numbered on said map or plot;  
thence in a Southerly course along West line of said lots Nos. 97  
and 98 eighty-five (85) feet and four (4) inches to said Clay Street;  
and thence Westerly along the North line of said Clay Street one hundred  
and thirty-two (132) feet to the place of beginning. Containing eleven  
thousand two hundred sixty-four (11,264) square feet, be the same more  
or less, and being Lots No. 138 and 139 as laid down and numbered on  
the map or plot before mentioned.

BEING the same land as was conveyed by May S. Jennings et vir.  
to Susan J. Sturman, the female grantor herein, by Deed dated the 28th  
day of January, 1942, and duly entered of record in the office of the  
Recorder of Deeds of Wyoming County on the same day in Deed Book 108  
at page 56.

It is intended that the calls to the East line of Slocum Street  
and the North line of Clay Street shall extend to the center thereof  
insofar as the Grantors may have title thereto.



And the said Grantor<sup>s</sup> Will Warrant generally

the property hereby conveyed

In Witness Whereof, the Grantor<sup>s</sup> have hereunto set their hands and seals  
the day and year first above written.

Signed, Sealed and Delivered  
in the presence of

Susan J. Sturman  
SUSAN J. STURMAN

Seal

Alfred W. Sturman  
ALFRED W. STURMAN

Seal

Seal

Seal

Seal

Seal

Seal

Seal

Seal

Commonwealth of Pennsylvania

County of WYOMING

ss.

On this, the 8<sup>th</sup> day of August, A. D. 1973, before me  
a Notary Public the undersigned Officer, personally  
appeared SUSAN J. STURMAN and ALFRED W. STURMAN, her husband  
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.

Mrs Dorothy H. Carter

Title of Officer

Commonwealth of Pennsylvania

County of

ss.

On this, the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_, before me  
the undersigned officer, personally  
appeared \_\_\_\_\_

known to me, (or satisfactorily  
proven) to be the person whose name 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.

Title of Officer





186-862

State of  
County of

} ss.

On this, the  
appeared

day of

A.D. 19 , before me  
the undersigned officer, personally

known to me, (or satisfactorily  
proven) to be the person whose name 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.

Title of Officer

I Hereby Certify, that the precise residence of the Grantee s is 42 Slocum Ave.,  
Tunkhannock, Pa. 18657

HOBBS, MORGAN AND DEWITT

By: *John R. Morgan*  
John R. Morgan

Attorney for Parties

Warranty Deed

Act 1909

From

SUSAN J. STURMAN and

ALFRED W. STURMAN, her husband

To

ALFRED W. STURMAN and  
SUSAN J. STURMAN, his wife  
BERTHA MAY STURMAN and  
ELEANOR L. STURMAN, JOINT  
TENANTS WITH RIGHT OF  
SURVIVORSHIP AND NOT AS  
TENANTS IN COMMON

FILED  
REGISTER & RECORDER  
WYOMING CO., PA.

AUG 8 2 16 PM '73

Form No. 218 Legal Blank Primary, Leesville, Pa.

Commonwealth of Pennsylvania  
County of

} ss.

Recorded on this day of A. D. 19 , in the  
Recorder's Office of the said County in Deed Book Volume Page

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

Recorder



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

## Real Estate Purchase Agreement

THIS AGREEMENT, made under the date of Saturday, June 28<sup>th</sup> 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 Eleanor L. Sturman. The property is selling in its "AS IS" condition is  
situated at 42 Slocum Ave. the City of Tunkhannock, County of Wyoming and State of  
Pennsylvania, Parcel ID 23-059.1-281-00-00-00 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 (August 27, 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 42 Slocum Ave., 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 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: 42 Slocum Ave  
Tunkhannock, PA 16857

Seller: Eleanor Sturman Estate

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 \_\_\_\_\_ 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 \_\_\_\_ 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: \_\_\_\_\_

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: \_\_\_\_\_

(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? \_\_\_\_\_

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

(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 \_\_\_\_\_ Number

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

(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 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: \_\_\_\_\_  
\_\_\_\_\_



(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    \_\_\_\_\_ 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 \_\_\_\_\_ DATE \_\_\_\_\_

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.

X nua BJK  
Name and Capacity/Title of person  
signing plus include documentation

4/29/25  
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.