



BRIAN BURKE
AUCTIONS

Investment Opportunity | Lake Winola (Factoryville), PA

Live & Online Real Estate Auction

Bid Online now through Monday, November 17th at 4:00pm
or

Live Monday, November 17th at 4:00pm

OPEN HOUSE

Tuesday, October 21st 4-5pm
Thursday, October 30th 5-6pm
Saturday, November 8th 12-1pm



823 SR 307, (Lake Winola) Factoryville, PA 18719

Don't miss this rare investment opportunity with road frontage at beautiful Lake Winola. This triple lot offers multiple sewer hookups, providing flexibility for future development or expansion.

The property includes an efficiency apartment with potential rental space, making it ideal for investors, builders, or those seeking a lakeside retreat with income potential.

Enjoy all that Lake Winola has to offer — from boating and fishing to year-round recreation — all within a desirable and accessible location.

Property Highlights: Triple lot with road frontage * Multiple sewer hookups * Efficiency apartment with possible rental income * Excellent investment or development potential

Close to Lake Winola amenities

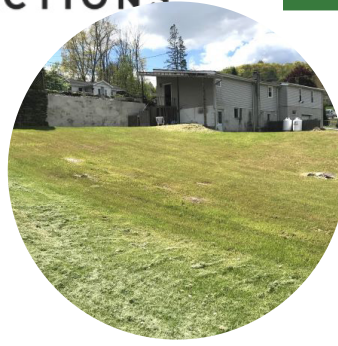
Real Estate Terms: 5% Buyer's Premium/ \$15,000 deposit due at conclusion of bidding
Broker participation available & encouraged. Please contact us at info@BrianBurkeAuctions.com for further details.



138 Trail Road
Meshoppen, PA 18630

570-767-2278

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



Date/Time: Bid now through Monday, November 17th at 4:00pm at www.BrianBurkeAuctions.com
Live Auction Bidding will be held on November 17th @ 4pm at 823 SR 307

Open House: Tuesday, October 21st 4-5pm * Thursday, October 30th 5-6pm * Saturday, November 8th 12-1pm

Don't miss this exceptional opportunity to own property near the scenic shores of Lake Winola. Situated along State Route 307, this triple lot offers valuable road frontage and multiple sewer hookups, making it an ideal investment for development, expansion, or future income-producing use.

The property includes an efficiency apartment with additional potential rental space, providing flexibility for those looking to generate rental income or design a personalized lakeside retreat. Whether you're an investor, builder, or simply seeking a unique property with long-term value, this versatile parcel has unlimited potential.

Located just moments from the lake, residents and guests can enjoy the best of Lake Winola living — including boating, fishing, swimming, and year-round recreation. The property's convenient location also offers easy access to nearby amenities, making it both a smart investment and a lifestyle opportunity.

Property Highlights:

- Triple lot with valuable road frontage * Multiple sewer hookups * Efficiency apartment with possible rental income
- Excellent investment or development potential * Close proximity to Lake Winola amenities and recreation

Embrace the opportunity to invest in one of Northeast Pennsylvania's most desirable lake communities — where possibilities are as open as the views.

Water Source: Private

Septic: Private

Heat: Electric

Acreage: .34 +/-

County: Wyoming

Township/Borough/City: Overfield Township

Tax Map: 21-053.5-096-00-00-00

Total Taxes: \$2,198.49 (2024 amount)

School District: Tunkhannock Area School District

Terms: \$15,000 deposit due at conclusion of bidding day of auction. 5% Buyers premium will be added to the final bid price. Announcements day of Auction supersede any advertising and/or all printed material. All monies must be wire transferred by 11am on the next business day. Closing Location: Agreed upon by the Buyer and Seller.





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 on www.BrianBurkeAuctions.com. Please be sure you are logged and able to enter the auction before start time. Please note you will have to submit the bidder registration form to be approved to bid.
- Follow carefully to all announcements made on the day of the auction. Please ask any questions you may have.
- When the online auction begins at the scheduled time, the bidding will open with a starting amount. For example, the opening ask might be \$200,000, but the system may automatically adjust down to \$175,000 to encourage the first bid. Once a registered bidder places that first bid, the auction is officially underway. The system will then display the next required bid amount, and bidders can continue placing bids in real time by clicking the bid button. You may see several people bidding at once — this is completely normal. Don't hesitate to place your bid if you're ready. The platform will clearly show whether you're the current high bidder or if someone has outbid you. At a certain point, when bidding slows or pauses, the auction may temporarily stop while the auctioneer contacts the seller to confirm if the current high bid is acceptable. After this brief pause, the auction will either close or resume for final bidding. If you're the highest bidder when the auction ends and the seller approves the price, you'll be declared the winning buyer and contacted to finalize your purchase.
- 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.



REGISTERING FOR AN AUCTION IS EASY! Join the Action at Brian Burke Auctions! Visit www.brianburkeauctions.com

How to Register for an Auction:

Step 1: Visit the Website

Go to www.brianburkeauctions.com on your computer or mobile device.

Step 2: Create an Account

Click on the "Register" or "Sign Up" button at the top of the page.

Fill in your personal details including your name, email, and contact info.

Set a secure password.

Step 3: Verify Your Email

Check your inbox for a confirmation email.

Click the verification link to activate your account.

Step 4: Register for the Auction

Browse the list of upcoming auctions.

Click on the one you're interested in.

Hit "Register to Bid" and accept the terms & conditions.

Step 5: Submit Any Required Info

Some auctions may require credit card verification or a bidder deposit and/or agree to terms of auction

Follow the on-screen prompts to complete any additional steps.

Step 6: Start Bidding!

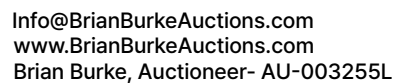
Once approved, you're ready to place your bids and join the excitement!

Need Help? Have questions or need assistance?

Contact us at: info@brianburkeauctions.com

Or call: 570-767-2278

www.brianburkeauctions.com

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Document Number: 2016-3096

RECORDED WYOMING COUNTY, PA

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PREPARED BY:

Network Abstract Services
270 North Sherman Street
Wilkes-Barre, PA 18702
570-208-1120

59.30
J

FEE SIMPLE DEED

This Indenture, Made the 24th day of October, 2016

Between

Patricia O. McCauley, Single and James Paul O'Hora, Unmarried, as Joint Tenants with the Right of Survivorship and not as Tenants in Common,

(hereinafter called the Grantors), of the one part,

and

Patricia O. McCauley, Single and James Paul O'Hora, Unmarried; and Christina M. Keller, as Joint Tenants with the Right of Survivorship and not as Tenants in Common,

(hereinafter called the Grantees), of the other part,

Witnesseth That the said Grantors for and in consideration of the sum of **ONE DOLLAR (\$1.00)** lawful money of the United States of America, unto them well and truly paid by the said Grantees, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantees, their heirs and assigns,

PIN # 21-053.5-96

ALL that certain piece or parcel of land, situate, lying and being in the Township of Overfield, County of Wyoming and Commonwealth of Pennsylvania, bounded and described as follows:

BEING Lots Numbers Eight (8), Nine (9) and Ten (10) in Section "A" on plot known as Lake View of Lake Winola, said lots beginning at a point of Lot Number Seven (7) and extending along the State Highway, one hundred forty-nine and three-tenths (149.3') feet to a point of twelve (12') foot unnamed Court;

THENCE along said unnamed Court, one hundred ten (110') feet to a point of another unnamed twelve (12') Court in the rear;

THENCE along said unnamed Court, one hundred eighteen and six-tenths (118.6') feet to a point of Lot Number Seven (7);

THENCE along said lot, one hundred ten (110') feet to the place of BEGINNING.



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EXCEPTING AND RESERVING eight (8') feet of Lot Number 10, located along the twelve (12') unnamed Court on the side lot, to the unnamed Court in the area.

UNDER AND SUBJECT to any conditions, covenants, easements, exceptions, reservations and restrictions that appear in instruments forming the chain of title.

BEING the same premises which Patricia O. McCauley, Single, by Deed dated January 25, 2005, and recorded February 17, 2005, in the Office of the Recorder of Deeds in and for the County of Wyoming, Pennsylvania, in Book 518, Page 115, granted and conveyed unto Patricia O. McCauley, Single and James Paul O'Hora, Unmarried, as Joint Tenants with the Right of Survivor Ship and not as Tenants in Common.

THIS TRANSACTION IS BETWEEN SIBLINGS AND IS THEREFORE EXEMPT FROM PENNSYLVANIA REALTY TRANSFER TAX.

This document does not sell, convey, transfer, include or insure the title to the coal and right of support underneath the surface land described or referred to herein, and the owner or owners of such coal have the complete legal right to remove all of such coal and, in that connection, damage may result to the surface of the land and any house, building, or other structure on or in such land. The inclusion of this notice does not enlarge, restrict or modify any legal rights or estates otherwise created, transferred, excepted or reserved by this instrument.

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Together with all and singular the buildings improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said grantors, as well at law as in equity, of, in and to the same.

To have and to hold the said lot or piece of ground described with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns, forever.

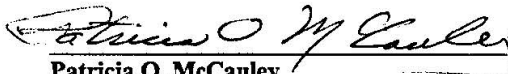
And the said Grantors, their heirs, executors and administrators do covenant, promise and agree, to and with the said Grantees, their heirs and assigns, by these presents, that the said Grantors, their heirs, executors and administrators all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with appurtenances, unto the said Grantees, their heirs and assigns, against the said Grantors and their heirs, executors and administrators and against all and every person and persons whosoever lawfully claiming or to claim the same or any part thereof, by, from or under or any of them, shall and will SPECIALLY WARRANT and forever DEFEND.

In Witness Whereof, the parties of the first part hereunto set their hand and seal.
Dated the day and year first above written.

Sealed and Delivered

IN THE PRESENCE OF US:

WITNESS _____

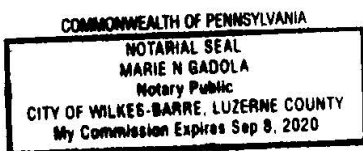
 Seal
Patricia O. McCauley

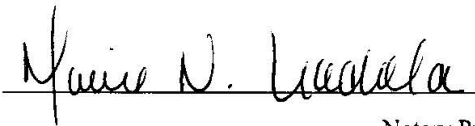
Commonwealth of Pennsylvania

County of hockwanna ss:

On this the 24th day of October, 2016, before me, Marie N. Gadola, a Notary Public for the Commonwealth of Pennsylvania, the undersigned Officer, personally appeared **Patricia O. McCauley, Single** known to me (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.




Notary Public

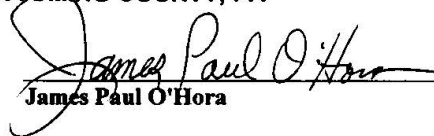


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RECORDED WYOMING COUNTY, PA

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WITNESS _____

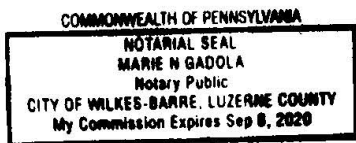

James Paul O'Hora Seal

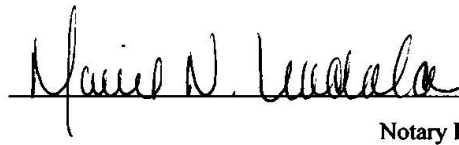
Commonwealth of Pennsylvania

County of Lackawanna ss:

On this the 24th day of October, 2016, before me, Marie N. Gadola, a Notary Public for the Commonwealth of Pennsylvania, the undersigned Officer, personally appeared **James Paul O'Hora, Unmarried** known to me (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.




Notary Public

DEED

Patricia O. McCauley, Single and James Paul O'Hora, Unmarried,
as Joint Tenants with the Right of Survivorship and not as Tenants in Common,

TO

Patricia O. McCauley, Single and James Paul O'Hora, Unmarried; and Christina M. Keller
as Joint Tenants with the Right of Survivorship and not as Tenants in Common,

PREMISES

SR 307, Factoryville, PA 18419

Wyoming County, Pennsylvania

Network Abstract Services

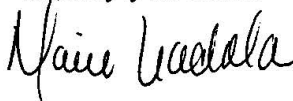
270 North Sherman Street

Wilkes-Barre, PA 18702

No title search performed nor title insurance issued by Network Abstract Services

The address of the above-named Grantees

is: 1611 QUINCY AVENUE
DUNMORE, PA 18509
On behalf of the Grantee



- 4 -



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 Monday, November 17, 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 Patricia O. McCauley, James Paul O'Hara and Christina M. Keller. The property is selling in its "AS IS" condition is situated at 823 SR 307 the City of Factoryville, County of Wyoming and State of Pennsylvania, Instrument Number 206-3096 for the price of (\$ _____)

_____ dollars
plus a 5% 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 (January 16, 2026) 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 823 SR 307, Factoryville, PA 18419, 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.



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 17th day of November, 2025, I do hereby approve and accept the above offer and agreement.

Sellers: _____ (SEAL)
_____ (SEAL)
_____ (SEAL)



COMMERCIAL PROPERTY INFORMATION SHEET

CPI

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR).

1 **PROPERTY** 823 State Route 307, Factoryville, Pa. 18419

3 **OWNER** Patricia O. McCauley, James P. O'Hora, Christina M. Keller

4 Owner is providing information to help Broker market the Property. This Statement is not a substitute for any inspections or warranties
5 that a buyer may wish to obtain. This Statement is not a warranty of any kind by Owner or a warranty or representation by any listing
6 real estate broker (Agent for Owner), any real estate broker, or their agents.

7 **Property Type:** ☐ Office ☒ Retail ☐ Industrial ☐ Multi-family ☐ Land ☐ Institutional
8 ☐ Hospitality ☐ Other: Single apartment

9 1. **OWNER'S EXPERTISE** Owner does not possess expertise in contracting, engineering, environmental assessment, architecture, or
10 other areas related to the construction and conditions of the Property and its improvements, except as follows: _____

12 2. **OCCUPANCY** Do you, Owner, currently occupy the Property? ☐ Yes ☒ No
13 If no, when did you last occupy the Property? was a retail store 2019

14 3. **DESCRIPTION**

15 (A) Land Area: 34 acres

16 (B) Dimensions: 149.3 X 110 X 118.6 X 110

17 (C) Shape: almost square

18 (D) Building Square Footage: 1350

19 4. **PHYSICAL CONDITION**

20 (A) Age of Property: approx 1940 Additions: _____

21 (B) Roof

22 1. Age of roof(s): approx, 3 yrs ☐ Unknown

23 2. Type of roof(s): Roiled Tar paper

24 3. Has the roof been replaced or repaired during your ownership? ☒ Yes ☐ No

25 4. Has the roof ever leaked during your ownership? ☒ Yes ☐ No

26 5. Do you know of any problems with the roof, gutters, or downspouts? ☒ Yes ☐ No

27 Explain any yes answers you give in this section: Roof leak & then repaired/replaced
28 With new Tar paper

30 (C) **Structural Items, Basements and Crawl Spaces**

31 1. Are you aware of any water leakage, accumulation, or dampness in the building or other structures? ☒ Yes ☐ No

32 2. Does the Property have a sump pump? ☐ Yes ☒ No

33 3. Do you know of any repairs or other attempts to control any water or dampness problem in the building or other structures?

34 ☒ Yes ☐ No Replaced Roof

35 4. Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, floors, or
36 other structural components? ☒ Yes ☐ No

37 Explain any yes answers that you give in this section, describing the location and, if applicable, the extent of the problem and the
38 date and person by whom any repairs were done, if known: there was a crack in basement

39 Wall that was repaired & additional supports were added in
40 the basement

41 (D) **Mechanical Systems**

42 1. Type of heating: ☒ Forced Air ☐ Hot Water ☐ Steam ☐ Radiant

43 ☐ Other: _____

44 2. Type of heating fuel: ☐ Electric ☐ Fuel Oil ☐ Natural Gas ☒ Propane (on-site) ☐ Central Plant

45 ☐ Other types of heating systems or combinations: tenant has a electric space heater

46 3. Are there any chimneys? ☒ Yes ☐ No If yes, how many? one

47 Are they working? ☐ Yes ☐ No When were they last cleaned? unknown

48 4. List any buildings (or are as in any buildings) that are not heated: basement

49

50 5. Type of water heater: ☒ Electric ☐ Gas ☐ Oil Capacity: unknown

51 ☐ Other: _____

52 **Buyer Initials:** _____

CPI Page 1 of 7

Owner Initials: _____



Realty Network Group, 222 Northern Blvd., Clarks Summit PA 18411
Christina Keller

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

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10/04

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www.bwcf.com

823 State Route



138 Trail Road
Meshoppen, PA 18630

570-767-2278

Info@BrianBurkeAuctions.com
www.BrianBurkeAuctions.com
Brian Burke, Auctioneer- AU-003255L



- 53 6. Type of plumbing: ☐ Copper ☐ Galvanized ☐ Lead ☒ PVC ☐ Unknown
54 ☐ Other: _____
- 55 7. Are you aware of any problems with plumbing or heating systems or fixtures on the Property? ☐ Yes ☒ No
56 If yes, explain: _____
- 57
- 58 8. Type of air conditioning: ☐ Central Electric ☐ Central Gas ☐ Wall ☒ None Capacity: _____
59 List any buildings (or areas of any buildings) that are not air conditioned: _____
- 60
- 61 9. Type of electric service: 100 AMP ☐ 220 Volt ☐ 3-phase ☐ 1-phase ☐ KVA: _____
62 ☐ Other: _____
63 Transformers: _____ Type: _____
64 Are you aware of any problems or repairs needed in the electrical system? ☐ Yes ☒ No If yes, explain: _____
- 65
- 66 10. Are you aware of any problems with any item in this section that has not already been disclosed? ☐ Yes ☒ No
67 If yes, explain: _____
- 68
- 69
- 70 (E) Site Improvements
- 71 1. Are you aware of any problems with storm-water drainage? ☐ Yes ☒ No - Runs under Building
72 2. Are you aware of any past or present problems with driveways, parking areas, sidewalks, curbs, other paved surfaces, or
73 retaining walls on the Property? ☒ Yes ☐ No
74 3. Explain any yes answers that you give in this section, describing the location and, if applicable, the extent of the problem and
75 the date and person by whom any repairs were done, if known:
76 Retaining wall was repaired in the Summer of 2023
77
- 78 (F) Other Equipment
- 79 1. Exterior Signs: ☒ Yes ☐ No How many? 1 Number Illuminated: _____
80 2. Elevators: ☐ Yes ☒ No How many? _____ ☐ Cable ☐ Hydraulic rail
81 Working order? ☐ Yes ☐ No Certified through (date) _____
82 Date last serviced _____
- 83 3. Skylights: ☐ Yes ☒ No How many? _____
- 84 4. Overhead Doors: ☒ Yes ☐ No How many? _____ Size: Single overhead garage door
- 85 5. Loading Docks: ☐ Yes ☒ No How many? _____ Levelers: ☐ Yes ☐ No
- 86 6. At grade doors: ☒ Yes ☐ No How many? 2
- 87 7. Are you aware of any problems with the equipment listed in this section? ☐ Yes ☒ No
88 If yes, explain: _____
- 89
- 90 (G) Fire Damage
- 91 1. To your knowledge, was there ever a fire on the Property? ☒ Yes ☐ No
92 2. Are you aware of any unrepaired fire damage to the Property and any structures on it? ☐ Yes ☒ No
93 If yes, explain location and extent of damage: ON the property but not this Building
- 94 (H) Are you aware of any problems with water and sewer lines servicing the Property? ☐ Yes ☒ No
95 If yes, explain: _____
- 96
- 97 (I) Alarm/Safety Systems
- 98 1. Fire: ☐ Yes ☒ No In working order? ☐ Yes ☐ No
99 If yes, connected to: Fire Department ☐ Yes ☒ No Monitoring Service: ☐ Yes ☐ No
- 100 2. Fire extinguishers: ☒ Yes ☐ No
- 101 3. Smoke: ☐ Yes ☒ No In working order? ☐ Yes ☐ No
- 102 4. Sprinkler: ☐ Yes ☒ No Inspected/certified? ☐ Yes ☐ No
103 ☐ Wet ☐ Dry Flow rate: _____
- 104 5. Security: ☐ Yes ☒ No In working order? ☐ Yes ☐ No
105 If yes, connected to: Police Department ☐ Yes ☐ No Monitoring Service ☐ Yes ☐ No
- 106 6. Are there any areas of the Property that are not serviced by the systems in this section? ☐ Yes ☐ No
107 If yes, explain: _____
- 108

109 Buyer Initials: _____

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Owner Initials: _____



5. ENVIRONMENTAL

(A) Soil Conditions

1. Are you aware of any fill or expansive soil on the Property? ☐ Yes ☒ No
If yes, were soil compaction tests done? ☐ Yes ☐ No If yes, by whom? _____
2. Are you aware of any sliding, settling, earth movement, upheaval, subsidence, or earth stability problems that have occurred on or affect the Property? ☒ Yes ☐ No
3. Are you aware of any existing or proposed mining, strip-mining, or any other excavations that might affect the Property? ☐ Yes ☒ No

Explain any yes answers you give in this section: After the Zunit Building that burnt down was removed - water seeped behind the retaining wall - was repaired and the wall was capped so no additional water can enter from the top

(B) Hazardous Substances

1. Are you aware of the presence of any of the following on the Property?
- Asbestos material: ☐ Yes ☒ No
- Formaldehyde gas and/or ureaformaldehyde foam insulation (UFFI): ☐ Yes ☒ No
- Discoloring of soil or vegetation: ☐ Yes ☒ No
- Oil sheen in wet areas: ☐ Yes ☒ No
- Contamination of well or other water supply: ☐ Yes ☒ No
- Proximity to current or former waste disposal sites: ☐ Yes ☒ No
- Proximity to current or former commercial or industrial facilities: ☐ Yes ☒ No
- Proximity to current, proposed, or former mines or gravel pits: ☐ Yes ☒ No
- Radon levels above 4 pico curies per liter: ☐ Yes ☒ No
- Use of lead-based paint: ☐ Yes ☒ No

Note: If Property contains a residence with one to four dwelling units, and the structure was constructed, or construction began, before 1978, you must disclose any knowledge of lead-based paint and any reports and/or records of lead-based paint on the Property.

Are you aware of any lead-based paint or lead-based paint hazards on the Property? ☐ Yes ☒ No

If yes, explain how you know of it, where it is, and the condition of those lead-based paint surfaces: _____

Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the Property? ☐ Yes ☒ No

If yes, list all available reports and records: _____

2. To your knowledge, has the Property been tested for any hazardous substances? ☐ Yes ☒ No
3. Are you aware of any storage tanks on the Property? ☐ Yes ☒ No ☐ Aboveground ☐ Underground
- Total number of storage tanks on the Property: _____ Aboveground _____ Underground
- Are all storage tanks registered with the Pennsylvania Department of Environmental Protection? ☐ Yes ☐ No
- If no, identify any unregistered storage tanks: _____
- Has any storage tank permit ever been revoked pursuant to a federal or state law regulating storage tanks? ☐ Yes ☐ No
- Have you ever been ordered to take corrective action by a federal or state agency citing a release, or danger of release, from a storage tank? ☐ Yes ☐ No
- Do methods and procedures exist for the operation of tanks and for the operator's/owner's maintenance of a leak detection system, an inventory control system, and a tank testing system? ☐ Yes ☐ No Explain: _____

Has there been any release or any corrective action taken in response to a release from any of the storage tanks on the Property?

☐ Yes ☒ No

If yes, have you reported the release to and corrective action to any governmental agency? ☐ Yes ☒ No

Explain: _____

4. Do you know of any other environmental concerns that may have an impact on the Property? ☐ Yes ☒ No

Explain any yes answers you give in this section: _____

Buyer Initials: _____

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Owner Initials: _____



- 167 (C) Wood Infestation
168 1. Are you aware of any termites/wood-destroying insects, dry rot, or pests affecting the Property? [] Yes [X] No
169 2. Are you aware of any damage to the Property caused by termites/wood-destroying insects, dryrot, or pests? [] Yes [X] No
170 3. Is the Property currently under contract by a licensed pest control company? [] Yes [X] No
171 4. Are you aware of any termite/pest control reports or treatments for the Property in the last five years? [] Yes [X] No
172 Explain any yes answers you give in this section: _____
173 _____
174 _____
- 175 (D) Natural Hazards/Wetlands
176 1. To your knowledge, is this Property, or part of it, located in a flood zone or wetlands area? [] Yes [X] No
177 2. Do you know of any past or present drainage or flooding problems affecting the Property? [] Yes [X] No
178 3. To your knowledge, is this Property, or part of it, located in an earthquake or other natural hazard zone? [] Yes [X] No
179 Explain any yes answers you give in this section: _____
180 _____
181 _____
- 182 **6. UTILITIES**
183 (A) Water
184 1. What is the source of your drinking water? [] Public [] Community System [X] Well on Property
185 [] Other: _____
186 2. If the Property's source of water is not public:
187 When was the water last tested? Unknown
188 What was the result of the test? Unknown
189 Is the pumping system in working order? [X] Yes [] No
190 If no, explain: _____
191 _____
192 3. Is there a softener, filter, or other purification system? [] Yes [X] No
193 If yes, is the system: [] Leased [] Owned
194 4. Are you aware of any problems related to the water service? [] Yes [X] No
195 If yes, explain: _____
196 _____
- 197 (B) Sewer/Septic
198 1. What is the type of sewage system? [X] Public Sewer [] Community Sewer [] On-site (or Individual) sewage system
199 If on-site, what type? [] Cesspool [] Drainfield [] Unknown
200 [] Other (specify): _____
201 2. Is there a septic tank on the Property? [] Yes [X] No [] Unknown
202 If yes, what is the type of tank? [] Metal/steel [] Cement/concrete [] Fiberglass [] Unknown
203 [] Other (specify): _____
204 3. When was the on-site sewage disposal system last serviced? _____
205 4. Is there a sewage pump? [X] Yes [] No
206 If yes, is it in working order? [X] Yes [] No
207 5. Are you aware of any problems related to the sewage system? [] Yes [X] No
208 If yes, explain: _____
209 _____
- 210 (C) Other Utilities
211 The Property is serviced by the following: [] Natural Gas [] Electricity [] Telephone
212 [] Other: _____
- 213 **7. TELECOMMUNICATIONS**
214 (A) Is a telephone system included with the sale of the Property? [] Yes [X] No
215 If yes, type: _____
216 (B) Are ISDN lines included with the sale of the Property? [] Yes [X] No
217 (C) Is the Property equipped with satellite dishes? [X] Yes [] No
218 If yes, how many? one
219 Location: Roof
220 (D) Is the Property equipped for cable TV? [X] Yes [] No
221 If yes, number of hook-ups: One
222 Location: Living room in the apartment
223 (E) Are there fiber optics available to the Property? [] Yes [] No Is the building wired for fiber optics? [] Yes [] No
Does the Property have T1 or other capability? [] Yes [] No Unknown

224 Buyer Initials: _____

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Owner Initials: _____



225 **8. GOVERNMENTAL ISSUES/ZONING/USE/CODES**

226 (A) Compliance, Building Codes & OSHA

- 227 1. Do you know of any violations of federal (including ADA), state, or local laws or regulations relating to this Property?
228 [] Yes [x] No
229 2. Do you know of any violations of building codes or municipal ordinances concerning this Property? [] Yes [x] No
230 3. Do you know of any health, fire, or safety violations concerning this Property? [] Yes [x] No
231 4. Do you know of any OSHA violations concerning this Property? [] Yes [x] No
232 5. Do you know of any improvements to the Property that were done without building or other required permits? [] Yes [x] No
233 Explain any yes answers you give in this section: _____
234 _____
235 _____

236 (B) Condemnation or Street Widening

- 237 1. To your knowledge, is the Property located in an area where public authorities are contemplating proceedings for highway,
238 thoroughfare, rail, or utility construction, a redevelopment project, street widening or lighting, or other similar public projects?
239 [] Yes [x] No
240 If yes, explain: _____
241 _____

242 (C) Zoning

- 243 1. The Property is currently zoned Commercial by the (county,
244 ZIP)
245 2. Current use is: [x] conforming [] non-conforming [] permitted by variance [] permitted by special exception
246 3. Do you know of any pending or proposed changes in zoning? [] Yes [x] No
247 If yes, explain: _____
248 _____

249 (D) Is there an occupancy permit for the Property? [x] Yes [] No

250 (E) Is there a Labor and Industry Certificate for the Property? [] Yes [x] No

251 If yes, Certificate Number is: _____

252 (F) Is the Property a designated historic or archeological site? [] Yes [x] No

253 If yes, explain: _____
254 _____

255 **9. LEGAL/TITLE ISSUES**

- 256 (A) Are you aware of any encroachments or boundary line disputes regarding the Property? [] Yes [x] No
257 (B) Are you aware of any recorded encumbrances, covenants, conditions, restrictions, mineral or natural restrictions, easements,
258 licenses, liens, charges, agreements, or other matters which affect the title of the Property? [] Yes [x] No
259 (C) Are you aware of any encumbrances, covenants, conditions, restrictions, mineral or natural restrictions, easements, licenses,
260 liens, charges, agreements, or other matters which affect the title of the Property that have not been recorded in the official
261 records of the county recorder where the Property is located? [] Yes [x] No
262 (D) Are you aware of any public improvement, condominium, or owner association assessments against the Property that remain
263 unpaid? [] Yes [x] No
264 (E) Are you aware of any existing or threatened action, suit, or government proceeding relating to the Property? [] Yes [x] No
265 (F) Are you aware of any reason, including a defect in title, that would prevent you from conveying title to the Property? [] Yes [] No
266 (G) Are you aware of any judgment, encumbrance, lien (for example co-maker or equity loan) or other debt against the Property that
267 cannot be satisfied by the proceeds of this sale? [] Yes [x] No
268 (H) Are you aware of any insurance claims filed relating to the Property? [x] Yes [] No
269 Explain any yes answers you give in this section: When the 2 unit home burned down an
270 insurance claim was filed - year 2020
271 _____

272 **10. RESIDENTIAL UNITS**

- 273 (A) Is there a residential dwelling unit located on the Property? [x] Yes [] No

274 If yes, number of residential dwelling units: one

275 **Note:** If one to four residential dwelling units are to be sold with, or as part of, the Property, Owner must complete a Seller's
276 Property Disclosure Statement, as required by the Pennsylvania Real Estate Seller's Disclosure Law (68 P.S. §7301 et. seq.).

277 **11. TENANCY ISSUES**

- 278 (A) Are you aware of any existing leases, subleases or other tenancy agreements affecting the Property? [] Yes [x] No
279 (B) Are there any verbal agreements or understandings with tenants that are not specifically recorded in the lease (e.g., a promise not
280 to increase rent, an implied agreement to let tenant end lease early, a first right of refusal on adjoining space)? [] Yes [x] No
281 (C) Are there any tenants for whom you do not currently have a security deposit? [] Yes [x] No
282 (D) Are there any tenants who have been 5 or more days late with their rent payment more than once this year? [] Yes [x] No

283 **Buyer Initials:** _____

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Owner Initials: _____





- (E) Are there any tenants who are currently more than 30 days behind in paying rent, cam, or tax charges? ☐ Yes ☒ No
- (F) Are there any tenants who are in default of the lease for other than monetary reasons (e.g., failure to comply with rules, regulations, lease terms, etc.)? ☐ Yes ☒ No
- (G) Are there any tenants that you have reason to believe are likely to fall into default of their lease within the next six months? ☐ Yes ☒ No
- (H) Is there any tenant that you would consider evicting or not offering an opportunity for renewal? ☐ Yes ☒ No
- (I) Are you currently involved in any type of dispute with any tenant? ☐ Yes ☒ No
- Explain any yes answers you give in this section, providing names of tenants where applicable. Attach additional sheet if necessary:

12. DOMESTIC SUPPORT LIEN LEGISLATION

Has any Owner, at any time, on or since January 1, 1998, been obligated to pay support under an order that is on record in a domestic relations office in any Pennsylvania county? ☐ Yes ☒ No

If yes, list name and social security numbers of Owner(s) obligated to pay, the county, and the Domestic Relations File or docket number:

13. LAND USE RESTRICTIONS OTHER THAN ZONING

- (A) Is the Property, or a portion of it, preferentially assessed for tax purposes under the Farmland and Forest Land Assessment Act (72 P.S. §5490.1 et seq.) (Clean and Green Program)? ☐ Yes ☒ No
- Note:** An Owner of Property enrolled in the Clean and Green Program must submit notice of the sale and any proposed changes in the use of Owner's remaining enrolled Property to the County Assessor 30 days before the transfer of title to Buyer. The sale of Property enrolled in the Clean and Green Program may result in the loss of program enrollment and the loss of preferential tax assessment for the Property and/or the land of which it is a part and from which it is being separated. Removal from enrollment in the Clean and Green Program may result in the charge of roll-back taxes and interest. A roll-back tax is the difference in the amount of taxes paid under the program and the taxes that would have been paid in the absence of Clean and Green enrollment. The roll-back taxes are charged for each year that the Property was enrolled in the program, limited to the past 7 years.
- (B) Is the Property, or a portion of it, preferentially assessed for tax purposes under the Open Space Act (16 P.S. §11941 et seq.) (an Act enabling certain counties of the Commonwealth to covenant with landowners for preservation of land in farm, forest, water supply, or open spaces uses)? ☐ Yes ☒ No
- Note:** This Act enables counties to enter into covenants with owners of land designated as farm, forest, water supply, or open space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open space. A covenant between the owner and county is binding upon any Buyer of the Property during the period of time that the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific termination notice procedures are followed. When a breach of the covenant occurs, the then-owner is required to pay roll-back taxes and interest. A roll-back tax is the difference in the amount of taxes paid and the taxes that would have been paid in the absence of the covenant. The roll-back taxes are charged for each year that the Property was subject to the covenant, limited to the past 5 years.
- (C) Is the Property, or a portion of it, preferentially assessed for tax purposes or enrolled in any program, other than Clean & Green and Open Space, that contains any covenants, subdivision restrictions, or other restrictions affecting the Property? ☐ Yes ☒ No
- Explain any yes answers you give in this section:

14. SERVICE PROVIDER/CONTRACTOR INFORMATION

- (A) Provide the names, addresses and phone numbers of the service providers for any Maintenance Contracts on the Property (e.g., elevators, other equipment, pest control). Attach additional sheet if necessary: none
- (B) Provide the names, addresses and phone numbers of the service providers for any Alarm/Safety Contracts on the Property (e.g., security alarm system, sprinkler system, fire/smoke). Attach additional sheet if necessary: none
- (C) Provide the names, addresses and phone numbers of the service providers for any utilities on the Property (e.g., water, water softener, sewage, on-site sewage service, natural gas, electric, telephone). Attach additional sheet if necessary:
Paraco Gas 570-874-6035 - PPL 800-342-5775
Overfield Township for sewer & water 570-378-3236

Buyer Initials: _____

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Owner Initials: _____



343 The undersigned Owner represents that the information set forth in this document is accurate and complete to the best of Owner's
344 knowledge. Owner permits Broker to share information contained in this document with prospective buyers/tenants and other real
345 estate licensees. OWNER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN
346 THIS STATEMENT. Owner will notify Broker in writing of any information supplied on this form which is rendered inaccurate
347 by a change in the condition of the Property following completion of this form.

348	OWNER <u>Patricia O. McCauley</u>	DATE _____
	Patricia O. McCauley	
349	OWNER <u>James P. O'Hara</u>	DATE _____
	James P. O'Hara	
350	OWNER _____	DATE _____
	Christina M. Keller	
351	BUYER _____	DATE _____
352	BUYER _____	DATE _____
353	BUYER _____	DATE _____



BIDDER REGISTRATION REAL ESTATE AUCTION

Auction Information

Online and Live Real Estate Auction Factoryville, PA
Monday, November 17th, 2025 at 4pm, property located at 823 SR 307, Factoryville, PA 18419
Wyoming County Parcel ID: 21-053.5-096-00-00-00

Online bidding for Real Estate www.BrianBurkeAuctions.com
Auction is subject to the seller's confirmation.

Real Estate Terms: 5% Buyer's Premium/\$15,000 deposit due at conclusion of bidding.

Register to bid online no later than 12pm on Monday, November 17th, 2025.

Forms can be Hand Delivered to: Brian Burke Auctions, 138 Trail Road, Meshoppen, PA 18630

Or

Electronically Sign and email to Info@BrianBurkeAuctions.com

Bidder must be available on Auction Day, by telephone, to confirm their winning bid and deposit. If Brian Burke Auctions is not able to contact you immediately upon your bid being considered the winning bid, your bid will be declined and the property will be offered to the next highest bidder with seller's confirmation.

I hereby certify that I have read, understand, and agree to bid subject to the Terms & Conditions of Sale relating to the Sale of 823 SR 307, Factoryville, PA 18419 Wyoming County Parcel ID: 21-053.5-096-00-00-00 as provided to me by Brian Burke Auctions, Brian Burke Auctioneer AU003255L. I further acknowledge that I have received a copy of the same. By registering to bid with Brian Burke Auctions Brian Burke Auctioneer AU003255L for the Sale of 823 SR 307, Factoryville, PA 18419 Wyoming County Parcel ID: 21-053.5-096-00-00-00
I the undersigned accept and agree to the Terms and Conditions of Sale, as stated, with the intention to be legally bound thereby.

Name: _____

Street Address: _____

City _____ State _____ Zip _____

Phone Number: _____

Signature: _____ Date: _____

Email: _____

Abstract Company/Attorney Name: _____

Abstract Company/Attorney Phone Number: _____

Witnessed and registered by: Auctioneer's signature It's Representative: _____