



BRIAN BURKE
AUCTIONS

3-Bedroom | 1-Bath Home | Shavertown, PA

ONLINE REAL ESTATE AUCTION

Bid now through Monday, November 3rd at 6:00 PM

OPEN HOUSE

Saturday October 4th 2-3pm

Sunday October 12th 4-5pm

Thursday October 23rd 3:30-4:30pm



77 E. Franklin St, Shavertown, PA 18708

Charming cottage-style home located in Kingston Township, Luzerne County. Situated within the highly regarded Dallas Area School District, this two-story home features 3 bedrooms, 1 full bathroom, and a detached garage on a manageable 0.13± acre lot. The property is served by public well and septic and offers a traditional layout with a cozy living area, functional kitchen, and 3 bedrooms. Located just minutes from shopping, dining, parks, and schools, with quick access to Route 309, Frances Slocum State Park, and nearby communities Dallas and Wilkes-Barre. Whether you're a first-time homebuyer, investor, or someone looking to downsize, this property offers excellent potential in a desirable suburban setting. Don't miss this opportunity to own real estate in one of Luzerne County's most sought-after locations!

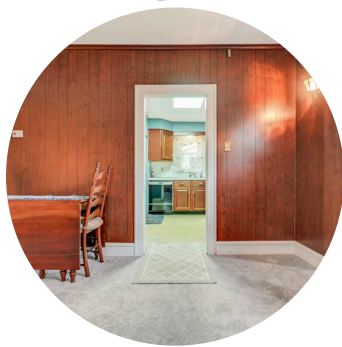
Real Estate Terms: 5% Buyer's Premium/ \$15,000 deposit due at conclusion of bidding
Broker participation available & encouraged. Please contact us at info@BrianBurkeAuctions.com for further details.



138 Trail Road
Meshoppen, PA 18630

570-767-2278

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



Date/Time: Bid now through Monday, November 3rd at 6:00 PM at www.BrianBurkeAuctions.com

Open House: Saturday October 4th 2-3pm, Sunday October 12th 4-5pm, & Thursday October 23rd 3:30-4:30pm

General Information: Charming and full of potential, this cottage-style home is located at 77 E. Franklin Street in Shavertown, PA, within Kingston Township, Luzerne County. Nestled in the highly sought-after Dallas Area School District, this two-story home features three bedrooms, one full bathroom, and a detached garage on a manageable 0.13± acre lot. The home offers a traditional layout with a cozy living area, a functional kitchen, and three well-sized bedrooms—making it an excellent option for first-time buyers, investors, or those looking to downsize. The property is served by public well and septic utilities. Conveniently located just minutes from shopping, dining, schools, and local parks, with quick access to Route 309, Frances Slocum State Park, and the surrounding communities of Dallas and Wilkes-Barre, this home offers a perfect blend of suburban living and everyday convenience. Don't miss this opportunity to own a well-located property in one of Luzerne County's most desirable neighborhoods.

This property is ideally suited for various buyers:

First-time home buyers: Its manageable size and comfortable layout provide an excellent entry point into homeownership and desirable neighborhood

Those looking to downsize: It offers a simplified living experience without sacrificing location

Small families: Comfortable layout with 3 bedrooms and a yard

Water Source: Public

Septic: Pubic

Heat: Gas-Steam

Acreage: 0.13±

County: Luzerne

Township/Borough/City: Kingston Township

Tax Map: 35-E8S4-013-013-000

Total Taxes: School \$1,058.47/County/Municipal \$572.24

School District: Dallas 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!

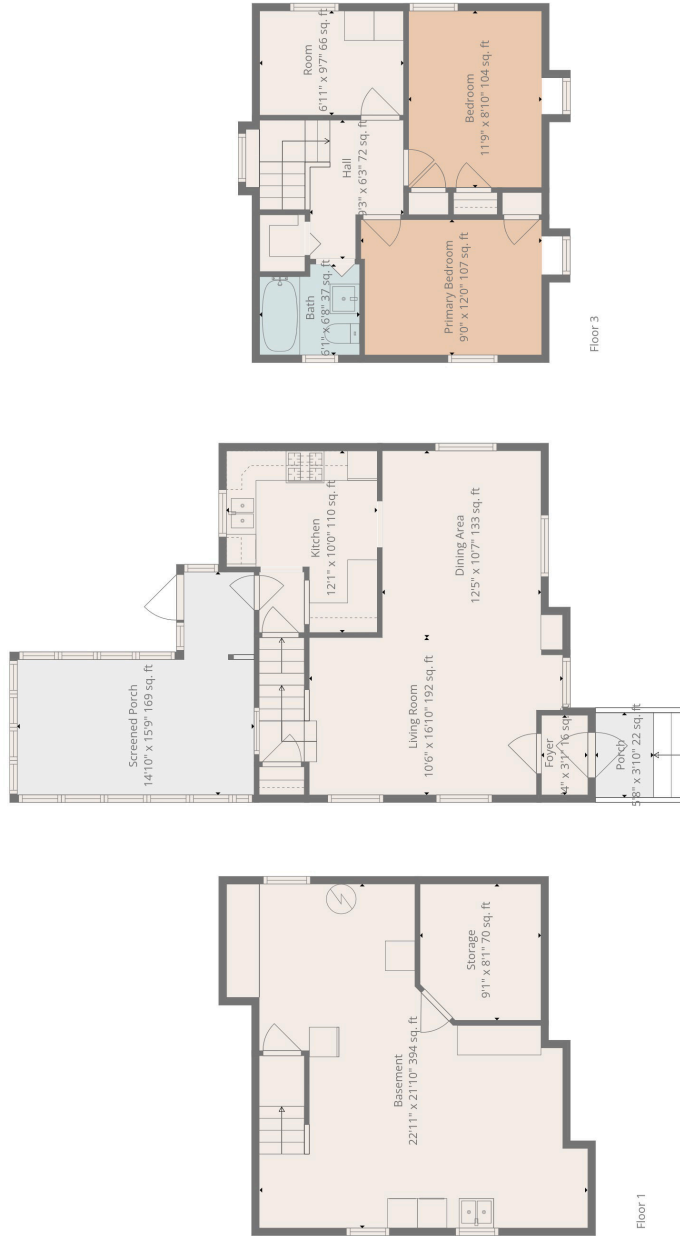
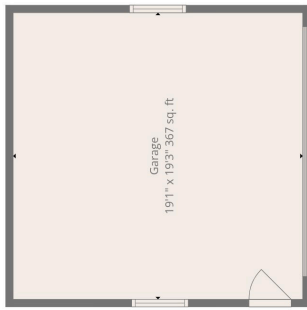
Once approved, you're ready to place your bids and join the excitement!

Need Help? Have questions or need assistance?

Contact us at: info@brianburkeauctions.com

Or call: 570-767-2278

www.brianburkeauctions.com



TOTAL: 906 sq. ft
BELOW GROUND: 0 sq. ft, FLOOR 2: 472 sq. ft, FLOOR 3: 434 sq. ft
EXCLUDED AREAS: BASEMENT: 402 sq. ft, STORAGE: 70 sq. ft, SCREENED PORCH: 169 sq. ft,
PORCH: 22 sq. ft, GARAGE: 367 sq. ft, BAY WINDOW: 10 sq. ft,
WALLS: 197 sq. ft

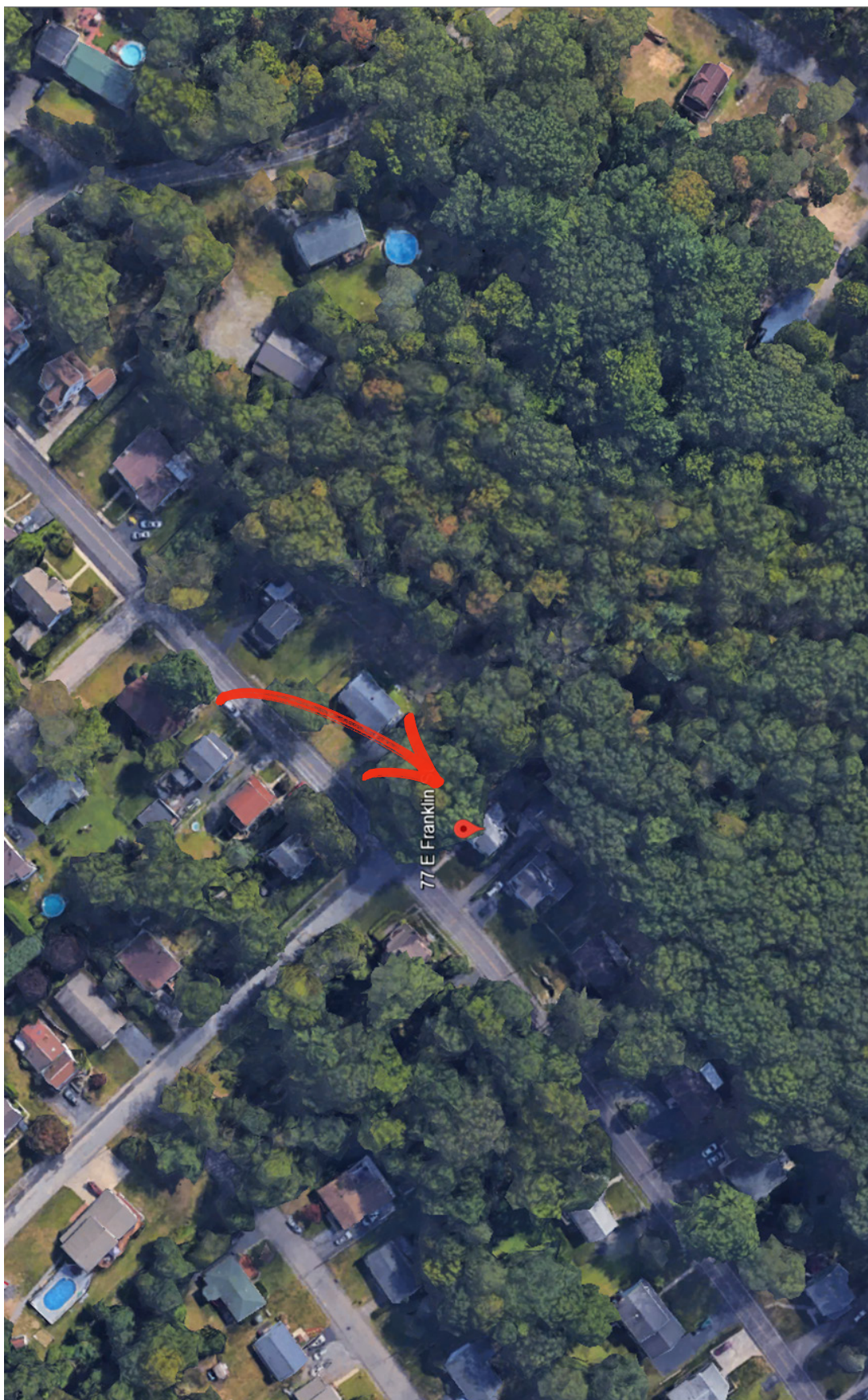
Size And Dimensions Are Approximate, Actual May Vary

Steven Wallace
STEVEN WALLACE MEDIA



BRIAN BURKE
AUCTIONS

AERIAL



138 Trail Road
Meshoppen, PA 18630



570-767-2278

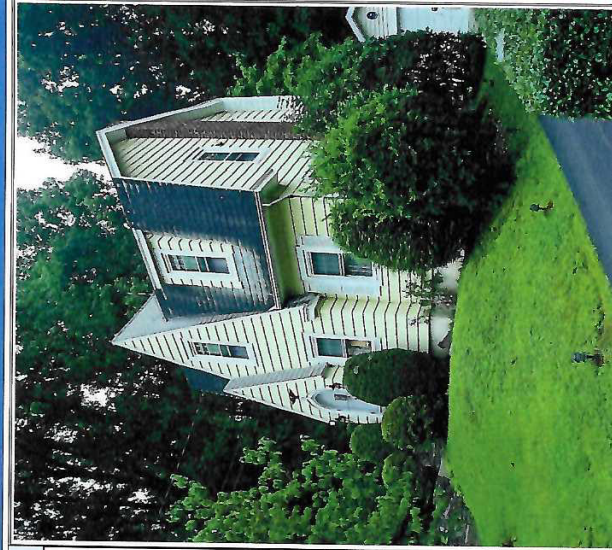
Info@BrianBurkeAuctions.com
www.BrianBurkeAuctions.com
Brian Burke, Auctioneer- AU-003255L



ParcelViewer Luzerne County		CAMA Card Luzerne County Assessment Office PROVIDED WITHOUT WARRANTY OF ANY KIND	
General Information		Legal Information	
Control Number 00082866	Neighborhood FERN BROOK		
Parcel Number 35-E8S4 -013-013-000	Property Type R		
Parcel Address 77 E FRANKLIN ST	Tax Status T		
School District DALLAS SD	Acres 0		
Municipality KINGSTON TOWNSHIP	Land Use Type 101		
	Card Number 1 of 1		
	Assessment Property Class R		
(Assessment Property Class is NOT a Zoning Classification. Contact appropriate Municipality)			
Current Ownership Information			
Owner Name BEISEL KENNETH E & HOPE K	Owner Address 77 E FRANKLIN ST	City SHAVERTOWN	State PA
		Zip 18708-1215	
Value Data			
BASE YEAR: 2008			
Base Year Value		Assessed Value	
Land: 17,900	Land: 17,900		
C&G Land: 0	C&G Land: 0		
Improvements: 61,500	Improvements: 61,500		
Total: 79,400	Total: 79,400		
Status			
Clean & Green: 0	Homestead: Y		
Sales History			
Deed Reference 01283-000344	Sale Date 01-01-1960	Sale Price 0	Grantee BEISEL KENNETH E & HOPE K
		Land Units AC 0.129 AC 0.000 AC 0.000 AC 0.000	MKT VALUE 17,933 0 0 0
		Parcel Total Land Area	17,933
Luzerne County Assessment Office CAMA Card			
9/12/2025			

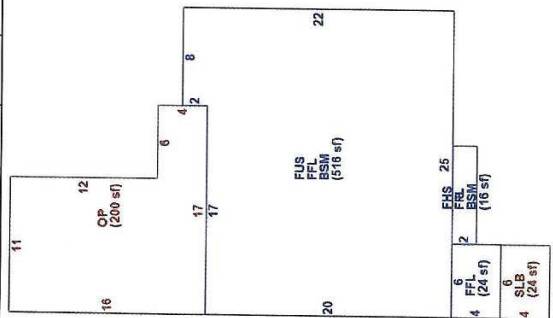


ParcelViewer
Luzerne County
CAMA Card
Luzerne County Assessment Office
PROVIDED WITHOUT WARRANTY OF ANY KIND



Building Information		Bldg	1	Card # 1 of 1			Manufactured Home		
Year Built:	1930	Bldg Use Code:		RESIDENTIAL 1 FAMILY			MH Park:		
Dwell Code:	Single Family	Bldg Condition:		AV			MH ID:		
Stories:	2 Stories	Exterior Wall 1:		Aluminum (Est: AI)			MH Class		
Bed Rooms:	3	Exterior Wall 2:		Interior Same Overall (Est: S)			MH Mfg:		
Full Baths:	1	Int Vs Ext:		76-100% (Est: 100)			MH Lgth:		
Half Baths:	0	Basement:		0			MH Wdth:		
Attic Type:	Not Applicable (Est: None)	# Bsmt Car Gar:		0			Addition:		
Central Air:	None (EST: NO)	Fin Basement:		0			MH Title:		
Heat Type:	Steam	Ttl Living Area:		1080			MH VIN:		
Miscellaneous Structures									
Outbuilding Description			Condition	Stories	Year Built	Length	Width	Total Area	
DETACHED GARAGE			G	1	1987	20	21	420	

Property Notes	
Create Date	4/26/2006 1
Note Text	MAILING ADDRESS USPS STANDARDIZED



Luzerne County Assessment Office CAMA Card



No. 750

WARRANTY DEED — Printed and for sale by THE E. B. YOUNG CO., 50 Public Square, Wilkes-Barre, Pa.

VOL. 1283 PAGE 344



Made the 4th day

of August in the year Nineteen hundred and fifty-five (1955).

Between GEORGE A. PARKER and CATHERINE E. PARKER, his wife, of Stroudsburg, Monroe County, Pennsylvania,

GRANTORS,

and

KENNETH E. BEISEL and HOPE K. BEISEL, his wife, of Shavertown, Kingston Township, Luzerne County, Pennsylvania,

Grantees

Witnesseth: That in consideration of Eight Thousand Five Hundred (\$8,500.00) Dollars in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantees

ALL that certain piece, parcel or lot of land situate in Shavertown, Kingston Township, Luzerne County, Pennsylvania, bounded and described as follows:

BEGINNING at the Southwesterly corner of Beech Street and Franklin Avenue as shown on the plot of lots hereinafter referred to, said corner being distant one hundred twenty-five and one one-hundredths (125.01) feet from the land now or late of John E. Ferguson; thence along Beech Street South 44 degrees 22 minutes East, one hundred two (102) feet; thence South 65 degrees 38 minutes West, fifty-five (55) feet to a point in the rear line of Lot No. 322; thence North 24 degrees 22 minutes West, through Lot No. 322, one hundred two (102) feet to Franklin Avenue aforesaid; thence along said Franklin Avenue North 65 degrees 38 minutes East, fifty-five (55) feet to Beech Street, the place of beginning.

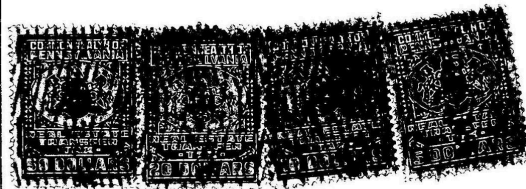
Being Lot No. 321 and the Easterly thirteen and thirty-three one-hundredths (13.33) feet of Lot No. 322 on plot of lots known as Hillcrest View laid out for Harry F. Goeringer by Picton & Harrison, Civil Engineers, and recorded in Luzerne County Map Book No. 2, page

BEING the same property conveyed to George A. Parker and Catherine E. Parker, his wife, by deed of Stella Steinhauer, widow, dated April 16, 1951,



VOL 1283 PAGE 345

and recorded in the Office of the Recorder of Deeds in and for Luzerne County
in Deed Book 1112, page 185.





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And the said George A. Parker and Catherine E. Parker, his wife,
grantors, do, by these presents covenant, promise and agree that they
will ----- SPECIALLY ----- warrant
the property hereby conveyed.

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

Sealed and Delivered in the Presence of

Floyd W. Kellogg

George A. Parker
George A. Parker



Catherine E. Parker
Catherine E. Parker



STATE OF PENNSYLVANIA

County of MONROE

ss:

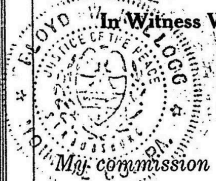
On this, the 4th day of August, 19 55, before me
a Notary Public

the undersigned officer, personally appeared

GEORGE A. PARKER and CATHERINE E. PARKER, 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 purpose therein contained.

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



Floyd W. Kellogg
FLOYD W. KELLOGG

Notary Public, Justice of Peace

723 Main St., Strasburg, Pa.

My commission expires Jan. 2, 1956



VOL. 1283 PAGE 347

STATE OF _____ } ss:
County of _____ }

On this, the _____ day of _____, 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 _____ executed
the same for the purpose therein contained.

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

My commission expires _____

I hereby certify that the precise residence of the within named grantees is

997 Franklin St. Shavertown, 1
M. H. Sheridan, City

308

935

田正正田

GEORGE A. PARKER and
CATHERINE E. PARKER, his wife,

to

KENNETH E. BEISEL and
HOPE K. BEISEL, his wife.

1955 AUG - 25 PM 3:25

RECORDED OFFICE
LUZERNE COUNTY, PA
PEARL JONES
RECORDER OF DEEDS

WARRANTY

Michael H. Sheridan, Esq.
Second National Bank Bldg.
Wilkes-Barre, Pa.

STATE OF _____ } ss:
County of _____ }

Recorded on this _____ day of _____

A. D. 19____, in the Recorder's Office of said County, in Deed
Book _____, Vol. _____, Page _____

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

Pearl J. Jones

Recorder.



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 3, 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 Hope K. Beisel. The property is selling in its "AS IS"
condition is situated at 77 E. Franklin St. the City of Shavertown, County of Luzerne and State of
Pennsylvania, Parcel Number 35-E8S4-013-013-000 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 2, 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 77 E. Franklin St, Shavertown, PA 18708, County of Luzerne.
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 3rd day of November, 2025, I do hereby approve and accept the above offer and agreement.

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



SELLER'S PROPERTY DISCLOSURE STATEMENT

Property address: 77 E Franklin St
Shavertown Pa 18708

Seller: Hope K Beisel Est Gary Beisel exec

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: N/A

(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: 2016

Documented? ☒ Yes No Unknown

(B) Has the roof been replaced or repaired during your ownership? N/A Yes No

If "yes," were the existing shingles removed?

Yes No Unknown

(C) Has the roof ever leaked during your ownership? N/A 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: _____

Have not lived in house since 1977.

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 May Beind Exe DATE 9/9/25

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.

Don Burd Exec 9/9/25
Name and Capacity/Title of person Date
signing plus include documentation

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.



BIDDER REGISTRATION REAL ESTATE AUCTION

Auction Information

Online Real Estate Auction Shavertown, PA

Monday, November 3rd, 2025 at 6pm, property located at 77 E. Franklin St., Shavertown, PA 18708

Luzerne County Parcel ID: 35-E8S4-013-013-000

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 3pm on Monday, November 3rd, 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 77 E. Franklin St., Shavertown, PA 18708 Luzerne County Parcel ID: 35-E8S4-013-013-000 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 77 E. Franklin St., Shavertown, PA 18708 Luzerne County Parcel ID: 35-E8S4-013-013-000 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: _____

138 Trail Road, Meshoppen, PA 18630 ● 570-767-2278 ● Info@BrianBurkeAuctions.com

www.BrianBurkeAuctions.com

Brian Burke Auctioneer AU003255L