

2-Bedroom | 1- Bath on the Creek | Nicholson, PA

Online Real Estate Auction

Bid Online now through Tuesday, December 2nd at 6:00pm

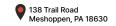


Adorable Home Along the Tunkhannock Creek

Enjoy the peaceful setting of this charming 2-bedroom, 1-bath home nestled along the scenic Tunkhannock Creek. Featuring a cozy living area with a fireplace, this property offers comfort and character in a beautiful natural setting. Located within the Lackawanna Trail School District, this home is perfect for those seeking a relaxing retreat or a full-time residence with a country feel.

Real Estate Terms: 5% Buyer's Premium/ \$10,000 deposit due at conclusion of bidding Broker participation available & encouraged. Please contact us at info@BrianBurkeAuctions.com for further details.







PROPERTY INFORMATION









Date/Time: Bid now through Tuesday, December 2nd at 6:00pm at www.BrianBurkeAuctions.com **Open House:** Sunday, November 9th 2-3pm * Saturday, November 22nd 2-3pm * Sunday, November 23rd 1-2pm

Welcome to your own private retreat along the picturesque Tunkhannock Creek. This charming 2-bedroom, 1-bath home offers the perfect blend of rustic character and modern comfort, set in a peaceful country setting within the Lackawanna Trail School District.

Step inside to find a warm and inviting living space, highlighted by a brick fireplace that creates a cozy atmosphere year-round. The open-concept living and dining area is filled with natural light and features beautiful views of the surrounding landscape, making it a wonderful space for relaxing or entertaining.

The kitchen offers efficient use of space with ample cabinetry and direct access to the backyard — perfect for outdoor dining or morning coffee by the creek. Both bedrooms are comfortably sized, and the full bath is conveniently located for easy access.

Outside, you'll fall in love with the serene outdoor setting. The property sits just steps from the creek, offering opportunities for fishing, kayaking, or simply enjoying the soothing sounds of the water. The spacious yard provides room for gardening, a fire pit area, or future expansion.

This home offers year-round enjoyment — imagine cozy winter nights by the fire, spring mornings with the windows open to the sound of rushing water, and summer afternoons spent relaxing by the creek.

Located just a short drive to Tunkhannock, Factoryville, and Clarks Summit, this home combines the peace of country living with the convenience of nearby shopping, dining, and major routes.

Whether you're searching for a primary residence, a weekend getaway, or a short-term rental opportunity, this creekside gem offers endless charm and potential.

Water Source: Private Septic: Private Heat: Oil/Wood Acreage: 2.40 +/- County: Wyoming

Township/Borough/City: Nicholson Township Tax Map: 27-071.0-186-00-00-00

Total Taxes: Approx. \$2,000.00 **School District:** Lackawanna Trail School District

Terms: \$10,000 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

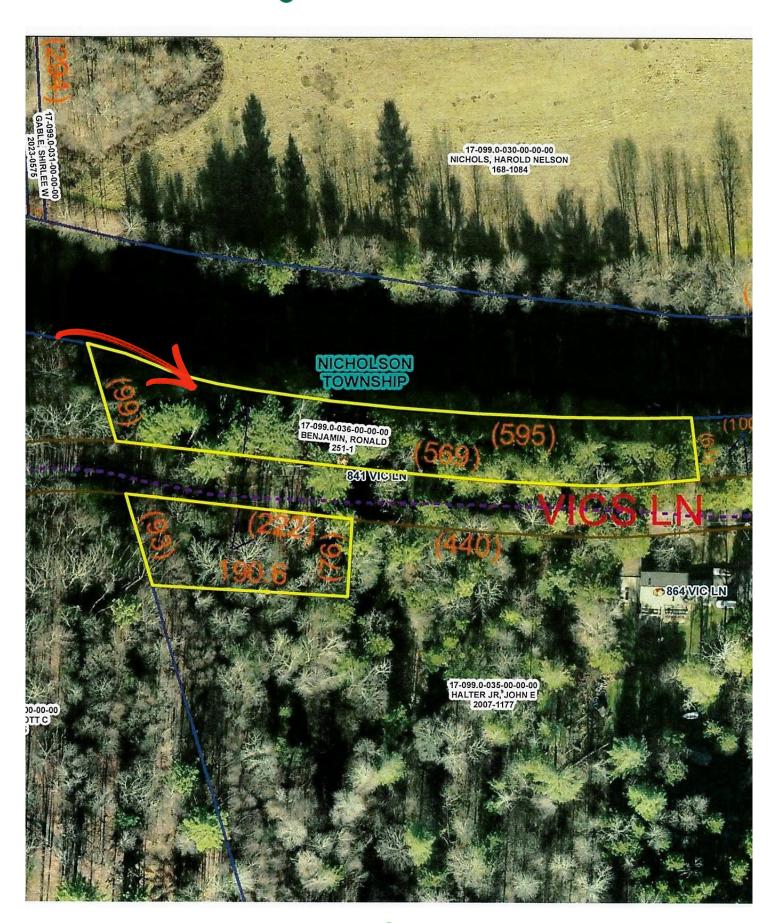
Or call: 570-767-2278

www.brianburkeauctions.com







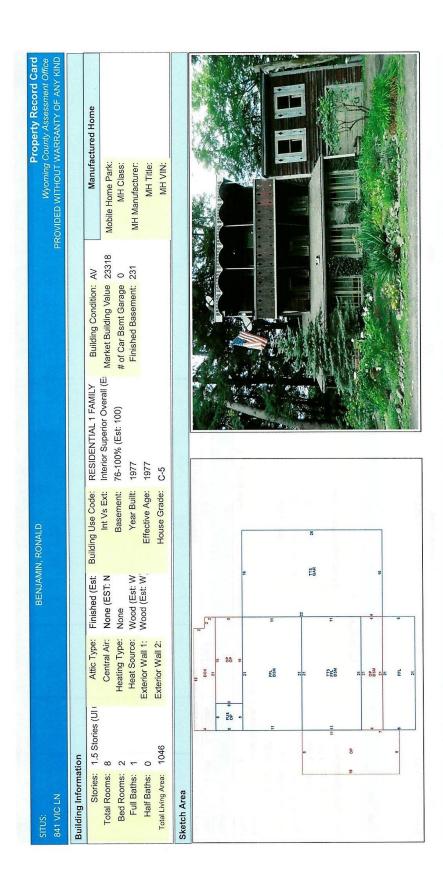




PROVIDED WITHOUT WARRANTY OF ANY KIND General Information	ANY KIND	Legal Information	rmation	Card N	Card Number 1	of 1
Control Number 00009424 Tax Map 17-099.0-City, State and Zip NICHOLS School District 2 LAC Municipality NICHOLS Neighborhood 1700	00009424 17-099.0-036-00-00 841 VIC LN , PA 18446 NICHOLSON , PA 18446 2 LACKAWANNA TRAIL SD NICHOLSON TOWNSHIP		Tax Status T Property Type R Land Use Type: 101 Acres: 2.40			
Current Ownership Information Owner Name BENJAMIN, RONALD	Owner Address 8308 FRAIRS HILL RD	FRV	City State FRANKFORD WV	Zip 24938		
Palue Data Base Year Market Value Land: 4,900 C&G Land: 3,500 Misc Structures: 0 Buildings: 25,110 Total: 30,010 Status (Note: 0=No &: 1=Yes)	BASE YEAR: 1988 Taxable Assessed Value Land: 2,450 Improvements: 12,555 Total: 15,005 Homestead: N	Type R-H HOM R-OP1 WP0 R-WD WP0 R-OP2 OPE	Description HOMESITE OPEN 1 WOOD OPEN 2	Land Units AC 1.1000 AC 0.0000 AC 0.0000	3,500.00 1,000.00 0.00 0.00	3,500 1,400 0
Sales History Instrument Number Sale Date Sale 251-1 10-05-1988 30,000	BENJAMIN, RONALD					







Misc	Miscellaneous Structures								
081	Type of Outbuilding	Condition	Condition Construction Stories Year Length Width	Stories	Year	Length	Width	Total Area	Building Value
000	FINISHED AREA OVER A GARAGE DECK	\$ &	FRAME		2000	9 -	80	416 80	1,407 380

Building Sketch Summary	,		
Code	Description	Living Area	Gross Area
BSM	Basement	0	546
DCK	Deck	0	80
FFL	First Floor	588	588
FUS	Finished Upper Story	25	25
GAR	Garage	0	416
OP	Open Porch	0	413
TTS	Two-Thirds Story	433	647
	Sketch Area Totals	1.046	2,715

Wyoming County Assessment Office, 1 Courthouse Square, Tunkhannock, PA 18657



This Deed,

Made the 5th day of Octobek in the year of our Lord one thousand nine hundred and eighty eight

Bettingen THOMAS H. BELL and GAIL L. BELL, his wife, of 284 James Heckler Road, Harleyville, Pennsylvania

GRANTORS

.. N

D

RONALD BENJAMIN, of 628 Moosic St., Scranton, Pa.

GRANTEE

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PARCEL ONE:

All that certain lot, piece or parcel of land situate, lying and being in the Township of Nicholson, County of Wyoming, State of Pennsylvania, bounded and described as follows, to wit: BEGINNING at a corner in the center of dirt township road leading from Victor Choplosky's to Tracy Wescott's, this corner being in line of land owned by Spoor; thence along one hundred eighteen and five tenths (118.5) feet to corner in center of creek; thence along center of said creek North seventy-one degrees West (N. 71° W.) six hundred (600') feet to corner in center of creek; thence along right of way of Telephone Company South five degrees thirty minutes East (S. 5° 30' E.) one hundred forty (140') feet to corner in center of township road; thence along center of said road South sixty-nine degrees forty-five minues East (S. 69° 45' E.) seventy-five and six tenths (75.6') feet to an iron pin corner in center of road; thence along center of road South seventy-seven degrees East (S. 77° E.) five hundred forty-three (543') feet to an iron pin corner in center of road, place of beginning. Containing 1.9 acre of land be the same more or less.

Being the same premises conveyed to Thomas H. Bell and Gail L. Bell by Lydia B. Hughes, a/k/a Lydia W. Hughes on May 22, 1984, and recorded in Wyoming County Deed Boo: No. 232, at page 178.

FARCEL TWO:

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

BEGINNING at a point in the center of the Township Road passing through said lands now or formerly of Irion and others. Said point of beginning being the inter-section of a power line with the center of said Township Road and being the most westerly corner of lands herein described and being of the Southerly line of lands





now or formerly of Hughes; thence along the center of said Township Road and lands now or formerly of Hughes the following two (2) courses and distances: (1) South seventy-two degrees sixteen minutes East (S. 72° 16' E.) one hundred thirteen and two-tenths (113.2') feet to a point; (2) South seventy-nine degrees seven minutes East (S. 79° 7' E.) one hundred ten (110.00) feet to a point on line of lands now or formerly of Irion being a thirteen acre parcel of land; thence leaving the center of said Township Road and along lands now or formerly of Irion the following two (2) courses and distances: (1) South ten degrees fifty-three minutes West (S. 10° 53' W.) ninety-six (96') feet to a stake and stones; (2) North seventy nine degrees seven minutes West (N. 79° 7' W.) one hundred ninety and six-tenths (190.6) feet to a stake and stones on the center of said power line; thence along the center of said power line North eight degrees thirty-seven minutes West (N. 8° 37' W.) one hundred seventeen and eleven hundredths (117.11') feet to the point of beginning. Containing fifty-four hundredths (0.54) acre of land more or less.

Excepting and reserving out of the above-described premises any and all easements, rights-of-ways and agreements for public utilities and public highways making up the chain of title.

BEING the same premises conveyed to Thomas H. Bell and Gail L. Bell, his wife, from Lydia B. Hughes, a/k/a Lydia W. Hughes, on May 22, 1984 and recorded in the Wyoming County Court House Deed book 232 page 178.

Hazardous waste is not being disposed of, nor has it ever been disposed of on the property conveyed herein by the Grantor or to the Grantor's actual knowledge.



And the said Grantor Will Warrant generally

the property hereby conveyed

In Witness Whereof, the Grantor's have hereunto set their and sand seal the day and year first above written.

Signed, Scaled and Delivered in the presence of	THOMAS H	BELL BU	
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Col. C. 6.1988	\		Sea
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On this, the Andrews of the Angles of the Angles of the person whose racknowledged that they exelected the Angles of the Angles	ail L. Bell, hi names are sub cuted the same	the undersigned is wife known to no beribed to the with a for the purposes to	herein contained.
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Commonwealth of Pennsylv County of Recorded on this Recorder's Office of the sa Given under my hand	\} BS. day of	A. D. Volume Office, the date abo	Page







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

Real Estate Purchase Agreement

THIS AGREEMEN1, made under the date of Tuesday, December 2nd, 2025, WIINESSEIH,
that Seller, agrees to sell and Buyer
agrees to buy the following Real Estate, hereinafter referred to as ("said premises").
Real Estate belonging to The Estate of Ronald Benjamin. The property is selling in its "AS IS"
condition is situated at 841 Vics Lane in the City of Nicholson, County of Wyoming and State of
Pennsylvania, Tax Map Number: 17-099.0-036-00-00 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 (\$10,000) Ten 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 30, 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.







Page 1 of 4

- 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 841 Vics Lane, Nicholson, PA 18446, County of Wyoming.
- 13. Buyer agrees that Seller shall not be required to present (tender) to Buyer a deed for said premises if Buyer defaults in paying the balance of the purchase price in order to enforce the provisions of this agreement against Buyer. Buyer agrees not to present this agreement to the Recorder of Deeds to be recorded.
- 14. Buyer acknowledges that under the terms and conditions of the auction Sale during which said premises were offered at auction that among the conditions announced was that this agreement is subject to the approval of Seller. Pending such approval Buyer shall be bound by this agreement with the same force and effect as if no such approval were required. If this agreement is not approved by Seller, the deposit money paid on account hereof will be returned to Buyer, without interest, and agreement shall become null and void.
- 15. The Seller shall not be obligated to survey the property even if a survey is required by the Buyer's title insurance company or the Buyer's lender. The Buyer may survey the property at his own expense.
- 16. The sale of this property is not conditioned on any testing or inspections by the Buyer.
- 17. This agreement and the sale shall be governed by the laws of the Commonwealth of Pennsylvania.
- 18. This agreement contains the entire agreement between the parties. No prior agreement of representation of any kind, and no contemporaneous or subsequent oral agreement or representation and no course of dealing between the parties or custom shall be permitted to contradict, vary or add to the terms of this agreement.
- 19. All Individual G.O.M. rights convey in the sale of this property.

138 Trail Road

IN WITNESS WHEREOF: the pa	arties have hereunto set	their hand and seals, the day and year
first written above.		
Signed, Sealed and Delivered in the	e presence of Brian Bur	ke, Brian Burke Auctions, Auctioneer.
	_	
	By:	
	Auctio	oneer
Witness:		(SEAL)
		(SEAL)
		(SEAL)
NOW this 2 ND day of Dece	mber, 2025, I do hereby	approve and accept the above offer
and agreement.		
	Sellers:	(SEAL)
		(SEAL)







(SEAL)



SELLER'S PROPERTY DISCLOSURE STATEMENT

Property address: 841 VIC LANE, NICHOLSON PA 18446

Seller:	THE ESTATE OF RONALD BRUCE BENJAMIN		
observable. This discle	se to a buyer all known material defects about property being so osure statement is designed to assist the seller in comp sist the buyer in evaluating the property being considered.	old that are rollying with o	not readily disclosure
the seller and is not a statement is not a warra broker, any selling real econditions of the propert	closes the seller's knowledge of the condition of the property as substitute for any inspections or warranties that the buyer may anty of any kind by the seller or a warranty or representation by estate broker or their agents. The buyer is encouraged to addrest by that may not be included in this statement. This statement do lose a material defect that may not be addressed on this form	ay wish to ob y any listing re ess concerns es not relieve	eal estate about the
it, Seller may make a	ation is unknown or not available to Seller and Seller has mad disclosure based on the best information available provide incomplete factual basis.		
A material defect is impact on the value of the	a problem with the property or any portion of it that would hav ne residential real property or that involves an unreasonable risl	e a significar k to people or	it adverse in the land.
other areas rela	se. The seller does not possess expertise in contracting, engir ated to the construction and conditions of the property and its	neering, archi improvemen	tecture or ts, except
(2) Occupancy			
(A) Do you, the sel	ler, currently occupy this property?	Yes	<u>✓</u> No
if "no," when di	d you last occupy the property? 09/17/2024		
Is the Property	zoned for single family residential use? Yes	No	_ Unknown
(3) Roof.			
(A) Date roof was i	installed:		
Documente	ed? Yes No <u> </u> Unknown		
(B) Has the roof be	een replaced or repaired during your ownership?	Yes	✓ No
If "yes," were th	ne existing shingles removed?		
`	YesNo _ Unknown		
(C) Has the roof ev	ver leaked during your ownership?	Yes	<u>✓</u> No
(D) Do you know o	f any problems with the roof, gutters or downspouts?	Yes	No
	1		









	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 th	e repair or co	ntrol 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	<u>✓</u> No
	(B) Are you aware of any damage to the property caused by termites/wood destroying insects, dry rot or pests?	Yes	<u>✓</u> No
	(C) Is your property currently under contract by a licensed pest control company?	Yes	<u>✓</u> No
	(D) Are you aware of any termite/pest control reports or treatments for the property in the last five years?	Yes	<u>✓</u> 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	<u> ✓</u> 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?YesNo	
	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	
	If "Yes", please describe:	
	(B) Did you obtain all necessary permits and approvals and was all work in compliance with building codes?	
	yesnounknown	
	(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?	
	yesno _ 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? UNKNOWN	











Is the pumping system in working order?		
yesno		
If "no," please explain:		
(C) Do you have a softener, filter or other purification system?	Yes	<u>✓</u> 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 communit Pennsylvania Sewage Facilities Act requires disclosure of this fact and compliance with A Sewage Facilities Disclosure Rider should be attached to any Agreement of Sale	ith provisions	of the Act. e.
(E) Is there a sewage pump?		
If "yes," is it in working order?		N ₁
(E) 14/1	res	No
(F) When was the septic system or cesspool last serviced? UNKNOWN	res	No
(F) When was the septic system or cesspool last serviced? UNKNOWN (G) Is either the water or sewage system shared?	Yes	
		No
(G) Is either the water or sewage system shared?		✓ _No
(G) Is either the water or sewage system shared? If "yes," please explain: (H) Are you aware of any leaks, backups or other problems relating to	Yes	No
(G) Is either the water or sewage system shared? 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
(G) Is either the water or sewage system shared? 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? If "yes," please explain:	Yes	✓ _No
(G) Is either the water or sewage system shared? 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? If "yes," please explain: (9) Plumbing system.	Yes	✓ _No









(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	<u>✓</u> 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: GARAGE	- 1 -		
(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:		<u> </u>	
(11)Electrical system.			
(A) Are you aware or 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? o		
Location:		
(C) Security alarm system		
owned leased		
Lease information:		
(D) Lawn sprinkler		
Number Automatic timer		
	Yes	No
In working order?		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:		





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(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 ME SUBSIDENCE DAMAGE. MAPS OF THE COUNTIES AND MINES MINE SUBSIDENCE DAMAGE MAY OCCUR AND MINE SUBSIDENCE ARE AVAILABLE THROUGH:	WHERE	
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 u reasons. In many cases, the easements do not restrict the ordinary use of the property not be readily aware of them. Buyers may wish to determine the existence of easem examining the property and ordering an abstract of title or searching the records in the of Deeds for the county before entering into an agreement of sale.	erty, and the nents and rest	seller may rictions by
(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 the property (structure or soil), including, but not limited to, asbestos, polychlorinated biphenyls (PCBs), radon, lead paint, urea-formaldehyde foam insulation (UFFI), etc.?	onYes	✓ 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?		
yesno✓ unknown		
(2) Is Seller aware of the presence of any lead-based paint hazards In the Property?	Yes	<u>✓</u> No
NOTE: If the house was built prior to 1978, Seller and Seller's Agent must disclos information which they have, furnish a Lead Hazard Information Pamphlet to any Advise Buyer of his rights under the Act.	e any lead-b prospective	ased paint Buyer and
(15)Condominiums and other homeowners associations (complete only if applicable	∋).	
(A) Type:		
condominiumcooperative		
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

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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 _ <u>✓</u> 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 _ <u>✓</u> 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:





it may materially and substantially affect the valu	el you should disclose to the prospective Buyer because le or desirability of the Property, e.g., zoning violations, I improvements, pending tax assessment appeals, etc.?
yesno _ _	unknown
If your answers in this section are "Yes", explain	in detail:
disclosure statement is accurate an knowledge. The seller hereby author this information to prospective buyers agents. The seller alone is responsit contained in this statement. The selle writing of any information supplied on	that the information set forth in this d complete to the best of the seller's izes any agent for the seller to provide of the property and to other real estate ple for the accuracy of the information or shall cause the buyer to be notified in this form which is rendered inaccurate roperty following the completion of this
SELLER	DATE
SELLER	DATE





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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.
	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
	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 deliveryThe 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 deliveredFor 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
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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.





