



**BRIAN BURKE**  
AUCTIONS

**LIVE REAL ESTATE &  
CONTENTS AUCTION**  
Saturday, June 1st 2024

17 Philadelphia Ave, Tunkhannock, PA 18657

9AM Contents Real Estate 12 Noon



Beautiful 2 Story  
Colonial house on  
double lot in town

Own your a piece of  
Tunkhannock History!

Love in town living,  
you would be proud to  
call this home!



Double Lot

2 Story with detached Garage

**HOME FEATURES**

- ✓ 4 Bedrooms
- ✓ Living Room
- ✓ Deck
- ✓ 2 1/2 Bathrooms
- ✓ Kitchen
- ✓ High Ceilings
- ✓ Dining Room
- ✓ Den
- ✓ Updated Windows



Tunkhannock School District, Wyoming County

Taxes: Local \$806.48 School \$2,419.45  
Real Estate Terms: 3% Buyer's Premium/\$15,000 deposit due at conclusion of bidding  
General Terms: Buyer's Premium for cash or good check - 10% on all items with a  
3% convenience fee for credit card. Internet Buyers Premium 15%

**OPEN HOUSE**

Friday May 10th 5-6pm

Saturday May 18th 10-11am

Auction conducted by Brian Burke,  
Auctioneer -AU003255L

[www.BrianBurkeAuctions.com](http://www.BrianBurkeAuctions.com)

570-767-2278 or  
Info@BrianBurkeAuctions.com



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**REAL ESTATE PACKET AND MORE  
INFORMATION AND PHOTOS  
PLEASE VISIT**

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Contents: Mahogany Corner Cabinet 8 1/2' tall turned column with Talon & Ball Ft, Mahogany drop leaf table with reeded legs, Mahogany table with 3 leaves, Mahogany sideboard with raised panels, 6 Mahogany chairs, drop leaf table, desk top with glass doors, Mahogany Spinet Desk, Hepple White 4 door dresser with brass pulls, Pine Dry sink, 4 Door drop front desk, Rococo Style Settee, Empire Settee, Walnut 1/2 Round Coffee Table, Windsor Style Chair, Empire folding card table, Mahogany Side Chairs, Duncan Phyfe 2 drawer sewing table, Empire 4 Door dresser, Mahogany 4 Door drop front desk, Queen Four Poster Bed, 5 Drawer dresser, Walnut Bed, 2 over 4 dresser with Mirror, Queen Anne Style Desk, Mahogany Full Size 4 post bed, Empire 2 over 3 dresser, 1 door stand, walnut mirrors, Kittinger Company 18" Terrestrial World Globe, Brass Fireplace set, Etched Cranberry Lamp, Wedgewood Sterling Silverware Service of 12, Waterford Crystal, Toleware, Matchbox cars, Horseman & Ideal Dolls, bed warmer, GE Refrigerator, Maytag Washer, Whirlpool Dryer and more.

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3% convenience fee for credit card Internet Buyers Premium 15%

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21 PHILADELPHIA AVE



PHILADELPHIA AVE

23-0591-341-00-00-00

17 PHILADELPHIA AVE

23-0591-341-00-00-00



15 PHILADELPHIA AVE

23-0591-342-00-00-00



# WYOMING COUNTY

PROPERTY RECORD CARD

DISTRICT	23	MAP	059.1	PARCEL	341	SPLIT	00	CODE	00	ROUTING NUMBER	CARD	NUMBER

23-059.1-341-00-00-00  
 23-2-2-8  
 DAVIS JAMES E  
 17 PHILADELPHIA AVE  
 TUNKHANNOCK PA 18657  
 LOT  
 H-G  
 165/212

MEMORANDUM

YEAR OF RECORD		19	97
MARKET/USE	LAND	9 900	9900
VALUATIONS	BUILDINGS	55 800	55800
	TOTAL	65 700	65700
ASSESSED VALUATION	LAND	1980	4950
	BUILDINGS	11160	27900
	TOTAL	13140	32850

SITE DATA

Road Type None <input type="checkbox"/> Gravel <input type="checkbox"/> 2 Proposed <input type="checkbox"/> 1 <input type="checkbox"/> Dirt <input type="checkbox"/> 3 <input checked="" type="checkbox"/> Paved <input checked="" type="checkbox"/> 4	Other Utilities Gas <input type="checkbox"/> Electric <input checked="" type="checkbox"/> 2 <input type="checkbox"/> Gas and Electric <input type="checkbox"/> 3	Proximity to Services Typical <input type="checkbox"/> 0 Interior <input type="checkbox"/> 1 Superior <input type="checkbox"/> 2	Lot Type Typical <input type="checkbox"/> 0 Corner <input type="checkbox"/> 2 Backlot <input type="checkbox"/> 1 Cul-de-sac <input type="checkbox"/> 3	Neighborhood Trend Stable <input type="checkbox"/> 0 Declining <input type="checkbox"/> 1 Improving <input type="checkbox"/> 2	Neighborhood Conformity Typical <input type="checkbox"/> 0 Interior <input type="checkbox"/> 1 Superior <input type="checkbox"/> 2
Traffic Typical <input type="checkbox"/> 0 Light <input type="checkbox"/> 1 Heavy <input type="checkbox"/> 2	View Typical <input checked="" type="checkbox"/> 0 Detrimental <input type="checkbox"/> 1 Enhancing <input type="checkbox"/> 2	Topography Level <input checked="" type="checkbox"/> 1 High <input type="checkbox"/> 3 Rolling <input type="checkbox"/> 2 Low <input type="checkbox"/> 4	Landscaping Typical <input type="checkbox"/> 0 Interior <input type="checkbox"/> 1 Superior <input type="checkbox"/> 2	Sewer None <input type="checkbox"/> 0 Private <input type="checkbox"/> 2 Septic <input type="checkbox"/> 1 Public <input type="checkbox"/> 3	Water None <input type="checkbox"/> 0 Private <input type="checkbox"/> 2 Well <input type="checkbox"/> 1 Public <input checked="" type="checkbox"/> 3

LAND CODES	RES/OTHER	01	05	02	06	03	07	04	08
IMPROVED	RESIDENTIAL								
VAC. LAWN	IMPROVED								
UNDEVELOPED	COMM. ETC.								
REAR	OPEN AC.								
	WOODED								
	WASTE								
	SO. FT. (ANY USE)								
ACREAGE (ALL CLASSES)									

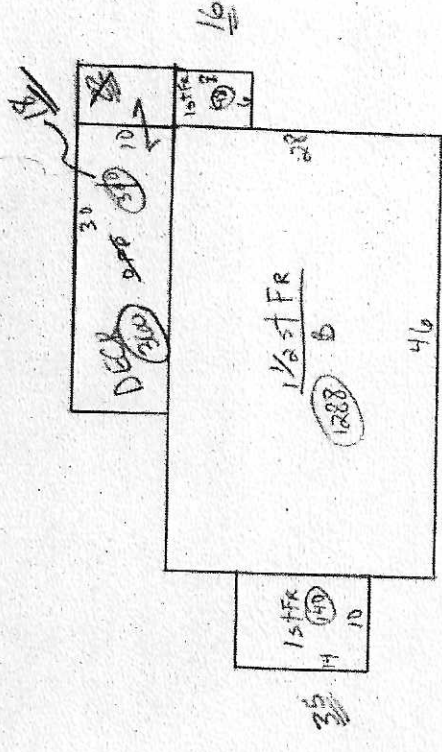
BUILDING PERMITS				COMPLETION % OR OTHER INFORMATION			
DATE ISSUED	PURPOSE	PERMIT NUMBER	ESTIMATED EXPENDITURE	DATE CHECKED	DATE	PERCENTAGE	REMARKS

VALUATION and ASSESSMENT RECORD							
YEAR OF RECORD		19	97				
MARKET/USE	LAND	9 900	9900	UNIT PRICE	DEPTH FACTOR	OTHER ADJ.	UNIT VALUE
VALUATIONS	BUILDINGS	55 800	55800				
	TOTAL	65 700	65700				
ASSESSED VALUATION	LAND	1980	4950				
	BUILDINGS	11160	27900				
	TOTAL	13140	32850				

LAND USE VALUATION				TOTAL LAND-USE VALUE			
CLASS	ACRES	PRICE	VALUE	CLASS	ACRES	PRICE	VALUE
				TOTAL LAND-USE VALUE			

SKETCH AREA

2



COMPUTATIONS

\*7-24-00  
OFF IS NOW DECK

white Alum siding

MAIN STRUCTURE AND ACCESSORY LISTING

CODE	CON.	TYPE	MEASUREMENTS	AREA	UNIT	VALUE	GRADE	C	T.V.L.	VALUE
2	1	01	28	46	3686	2+10	325		5339	
1	5	03	20	27	1200	C-10	345		237	

COMPARABLES

MARKET VALUATION MAIN STRUCTURE
CHART # _____ BASE VALUE
ADJUSTMENTS %
ADJUSTED SQ. FT. VALUE
TOTAL SQ. FT. AREA
ADJUSTED VALUE
LUMP SUM ADJUSTMENTS
VALUE - SUB TOTAL
ADDS.

P. INTEGRAL GARAGE

NUMBER OF CARS:

1. BUILT-IN:

2. BASEMENT:

R. ROOF:

TYPE

1. GABLE:

2. HIP:

3. MANSARD:

4. GAMBREL:

5. FLAT:

COVER

1. ASP. SHINGLE:

2. ASP. ROLL:

3. GRAVEL COMP.:

4. SLATE/WOOD:

5. ASBESTOS M. R.:

6. METAL:

7. CONC. SLAB:

8. COMP. BUILT-UP:

9. TILE:

S. INSULATION

1. NONE:

2. ROOF OR CEILING:

3. WALLS:

4. FLOORS:

5. FULL:

6. STORM WINDOWS & DOORS:

G. PLUMBING

(M) B 1/2 B 1/2:

BSMT.:

FIRST:

SECOND:

THIRD:

ATTIC:

TOTAL OTHER FIXTURES:

H. BASEMENT

1. NONE:

2. 1/4:

3. 1/2:

4. 3/4:

5. FULL OR ALL:

J. FINISHED BASEMENT

1. NONE:

2. 1/4:

3. 1/2:

4. 3/4:

5. FULL:

K. ATTIC

1. NONE:

2. 1/2 FINISHED:

3. 3/4 FINISHED:

4. FULL FINISH:

5. UNINHABITABLE:

6. UNFINISHED:

L. KITCHEN BUILT-INS

1. RANGE:

2. OVEN:

3. DISH-WASHER:

4. DISPOSAL:

M. KITCHEN L/F

1. MODERN STYLE:

2. OLD STYLE:

N. INTERIOR CONDITION

1. GOOD:

2. AVERAGE:

3. POOR:

A. STRUCTURE

STYLE:

STORY HEIGHT:

B. ROOMS

BASEMENT:

FIRST:

SECOND:

THIRD:

ATTIC:

C. HEAT CENTRAL

1. NONE:

2. FORCED:

3. GRAVITY:

4. STEAM:

5. RADIANT/ELEC.:

6. HOT WATER:

7. HEAT PUMP:

8. PACKAGE HEAT/A.C.:

HEAT NON-CENTRAL

1. NONE:

2. SPACE:

3. UNIT:

4. FLOOR:

5. WALL:

D. HEAT ENERGY

1. GAS:

2. ELEC:

3. OIL:

4. COAL:

5. SOLAR:

6. WOOD:

E. AIR CONDITIONING

1. NONE:

2. CENTRAL:

3. A/C & HEAT PACKAGE:

F. FIREPLACE

NUMBER:

STACKS:

41192

2001-53061

# This Deed,

Made the 17th day of July in the year of our  
 Lord one thousand nine hundred and sixty-seven

Between MADELINE LUCILE THOMAS, Administratrix DEBCTA of the Estate of  
 Madeline Wentz Cassidy, deceased, and MADELINE LUCILE THOMAS and  
 GEORGE THOMAS, her husband, of the Township of Lemon, County of  
 Wyoming and State of Pennsylvania.

--GRANTORS--

AND

JAMES E. DAVIS and MARTHA F. DAVIS, his wife, of the Borough of  
 Tunkhannock, County of Wyoming and State of Pennsylvania.

--GRANTEES--

Witnesseth, that in consideration of One (\$1.00)-----  
 Dollars,

in hand paid, the receipt whereof is hereby acknowledged; the Grantors do  
 hereby grant and convey to the said Grantees, their Heirs and Assigns,

All those certain pieces, parcels and lots of land situate and being in

the Borough of Tunkhannock, County of Wyoming and State of Pennsylvania, bounded  
 and described as follows:

FIRST PIECE: Beginning at a point on the West side of street known as Philadelphia  
 Avenue joining lands formerly of S. F. Goble and running thence in a westerly  
 direction one hundred thirty (130) feet more or less to the East line of lands  
 formerly of W. E. Osterhout; thence in a northerly direction along lands  
 of Osterhout fifty-eight and one-half (58½) feet more or less to corner in line  
 of other lands formerly of S. F. Goble; thence in an easterly direction about  
 one hundred thirty (130) feet to corner on said Philadelphia Avenue; thence South  
 along the West side of said Avenue about fifty-eight and one-half (58½) feet to  
 the place of beginning.

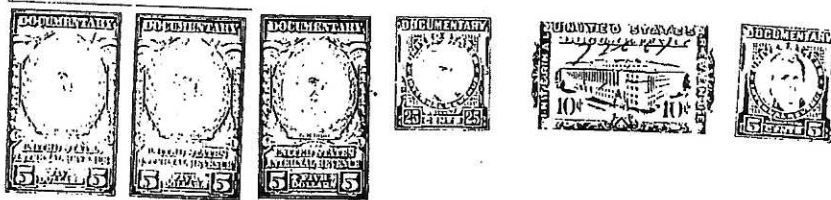
BEING the same lands acquired by Walter S. Cassidy and Madeline<sup>W.</sup>Cassedy, his  
 wife, by Sheriff Deed dated February 7, 1935 and recorded in Sheriff's Deed Book  
 1, at Page 294, Walter S. Cassidy having died August 29, 1953, and his wife,  
 Madeline W. Cassidy, died July 16, 1966, testate, and by her Last Will and  
 Testament devised her real estate to her daughter, Madeline Lucile Cassidy, now  
 Thomas, female Grantor herein.

SECOND PIECE: Beginning at a corner on the west side of Philadelphia Avenue  
 in line of lands formerly of Elmer Brown; thence in a westerly direction along  
 the lands formerly of Brown one hundred twenty-eight (128) feet to a corner;  
 thence in a northerly direction at right angles with the first line sixty and  
 one-half (60½) feet to a corner in line of lands formerly of Brittain Cole;  
 thence in an easterly direction along the lands formerly of Cole and parallel

with first line one hundred twenty-eight (128) feet to corner on said Avenue; thence along said Avenue sixty and one-half (60½) feet to place of beginning. Containing 7872 square feet more or less.

BEING the same lands conveyed to E. A. Stark and Gladys Stark, his wife, by deed of S. F. Goble et ux dated June 14, 1923 and recorded in Recorder's Office in and for Wyoming County in Deed Book 80, page 232, and also being the same lands which Walter S. Cassedy and Madeline W. Cassedy, his wife, have held by open, notorious and adverse possession since February 7, 1935, and which is claimed by the Estate of Madeline W. Cassedy and by the female Grantor hereip to be their sole and absolute property.

IT IS INTENDED to convey hereby all of the lands acquired as aforesaid by Edson Stark and Gladys Stark, his wife, and also all of the lands acquired by Edson A. Stark, Jr., and Gladys Stark, his wife, by deed of S. F. Goble et ux dated November 16, 1924 and recorded in Wyoming County Deed Book 84, Page 213, which said lands have been held openly and notoriously by Walter S. Cassedy and Madeline W. Cassedy, his wife, since Feb. 7, 1935, and which said lands are presently bounded on the South by lands of Don Ide et ux, on the West by lands formerly of Hubert Westfall, on the North by lands of Scott Horlacher and on the East by Philadelphia Avenue.



And the said Grantors Will Warrant Generally the property hereby conveyed and the said Madeline Lucile Thomas, Administratrix DBNCTA of the Estate of Madeline Wentz Cassidy, deceased, covenants, promises and agrees to and with the said James E. Davis and Martha F. Davis, his wife, their heirs and assigns, by these presents, that she, the said Madeline Lucile Thomas, Administratrix DBNCTA of the Estate of Madeline Wentz Cassidy, deceased, has not done, committed, or knowingly or willingly suffered to be done or committed any act, matter or thing whatsoever, whereby the premises hereby granted, or any part thereof, is, are, shall ~~the premises hereby granted~~ or may be impeached, charged or encumbered, in title, charge, or otherwise howsoever.

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

Signed, Sealed and Delivered  
in the presence of

*Madeline Lucile Thomas* ..... Seal  
 Administratrix DBNCTA of the Estate of  
 Madeline Wentz Cassidy, deceased ..... Seal  
*Madeline Lucile Thomas* ..... Seal  
*George Thomas* ..... Seal  
 ..... Seal  
 ..... Seal  
 ..... Seal  
 ..... Seal  
 ..... Seal  
 ..... Seal  
 ..... Seal  
 ..... Seal

Commonwealth of Pennsylvania }  
 County of WYOMING } ss.

On this, the 17th day of July A. D. 19 67, before me the undersigned Officer, personally appeared Madeline Lucile Thomas, Administratrix DBNCTA of the Estate of Madeline Wentz Cassidy, deceased, and Madeline Lucile Thomas known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and ~~and George Thomas, her husband,~~ acknowledged that they executed the same for the purposes therein contained.

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

*Caroline D. Chambers*  
 CAROLINE D. CHAMBERS, Notary Public  
 TUNNICLIFFE, WYOMING CO., PA.  
 My Commission expires Feb. 17, 1971  
 Title of Officer

Commonwealth of Pennsylvania }  
 County of } ss.

On this, the day of A.D. 19 , before me the undersigned officer, personally appeared known to me, (or satisfactorily proven) to be the person whose name subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

.....  
 Title of Officer



State of  
County of

} ss.

On this, the  
appeared

day of

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

known to me, (or satisfactorily  
proven) to be the person whose name subscribed to the within instrument, and  
acknowledged that he executed the same for the purposes therein contained.

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

\_\_\_\_\_  
Title of Officer

I Hereby Certify, that the precise residence of the Grantee s is: Tunkhannock, Pa.

Attorney for *J. B. Fann*

79  
Warranty Deed

Act 1909

From

MADELINE LUCILE THOMAS, ADMINIS-  
TRATRIX BENCTA OF THE ESTATE OF  
MADELINE WENTZ CASSEDY, DECEASED,  
ET AL

To

JAMES E. DAVIS, ET. UX.

FILED  
REGISTER & RECORDER  
WYOMING CO., PA.  
JUL 17 3 24 PM '67

*190 00 per  
15 40 per  
6 00  
1614*

*cert*

Form No. 25B Legal Blank Printer, Leesville, Pa.

Commonwealth of Pennsylvania  
County of

} ss.

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

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

\_\_\_\_\_  
Recorder

REC-208 (8-64)

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
BUREAU OF COUNTY COLLECTIONS

AFFIDAVIT  
OF VALUE



Required under Section 8 of the Realty Transfer  
Tax Act of December 27, 1951, P.L. 1742 as amended

TO BE FILED IN DUPLICATE WITH THE RECORDER OF DEEDS

Commonwealth of Pennsylvania )ss  
County of WYOMING )

James E. Davis being duly sworn,  
hereby states he is (the Agent for)-(Grantor)-(Grantee)-in the deed between

Madeline Lucile Thomas, Admin. DBNCTA of the Est. of Madeline Wentz Cassedy, dec'd,  
and Madeline Lucile Thomas and George Thomas, her husband, (ADDRESS OF GRANTORS)  
R.D.1, Tunkhannock, Pa.

James E. Davis & Martha F. Davis, his wife, (GRANTEES)  
Tunkhannock, Pa. (ADDRESS OF GRANTEES)

with regard to which this Affidavit is given, and that the true, full and complete consideration for such  
transaction, including ground rents, mortgages, liens and other encumbrances is \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_).

The highest assessed value of said real estate for local tax purpose is Thirteen Thousand Nine Hundred  
Dollars (\$ 13,910.00 ). (Ten \_\_\_\_\_)  
The fair market value is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).  
(GIFTS, NO CONSIDERATION, ETC.)

Will any mortgages be recorded contemporaneously with or subsequent to the recording of the deed  
yes Amount \$10,500.00

Property location: Philadelphia Ave., Tunkhannock, Penna. (STREET AND NUMBER) (CITY OR TOWNSHIP)

If transfer is not taxable explain in this space:

Sworn & Subscribed before me  
this 17th day of  
July 19 67  
Caroline D. Chambers  
CAROLINE D. CHAMBERS, Notary Public  
TUNKHANNOCK, WYOMING CO., PA.  
RECORDED Commission expires Feb. 17, 1971  
Book Number 102-163  
Page Number 212  
Amount of Tax Paid (as per  
Cancelled Stamps) \$160.00  
Date Recorded 1-17-67

James E. Davis  
GRANTEE

SELLER'S PROPERTY DISCLOSURE STATEMENT

Property address: 17 Philadelphia Avenue  
Junkhannock, PA 18657

Seller: Blair + Steven Davis (Estate of James E. Davis)

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? 1987

Is the Property zoned for single family residential use?  Yes  No  Unknown

(3) Roof.

(A) Date roof was installed: \_\_\_\_\_

Documented?  Yes  No  Unknown

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

If "yes," were the existing shingles removed?  
 Yes  No  Unknown

(C) Has the roof ever leaked during your ownership?  Yes  No

(D) Do you know of any problems with the roof, gutters or downspouts?  Yes  No

Explain any "yes" answers that you give in this section: \_\_\_\_\_

(4) Basements, Garages and Crawl Spaces (Complete only if applicable).

(A) Does the property have a sump pump or grinder pump?

\_\_\_\_ yes     no    \_\_\_\_ unknown

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

\_\_\_\_ Yes     No

If "yes," describe in detail: \_\_\_\_\_

(C) Do you know of any repairs or other attempts to control any water or dampness problem in the basement, garage or crawl space?

\_\_\_\_ Yes     No

If "yes," describe the location, extent, date and name of the person who did the repair or control effort:  
\_\_\_\_\_  
\_\_\_\_\_

(5) Termites/wood destroying insects, dry rot, pests.

(A) Are you aware of any termites/wood destroying insects, dry rot or pests affecting the property?

\_\_\_\_ Yes     No

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

\_\_\_\_ Yes     No

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

\_\_\_\_ Yes     No

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

\_\_\_\_ Yes     No

Explain any yes answers that you give in this section: \_\_\_\_\_

(6) Structural items.

(A) Are you aware of any past or present water leakage in the house or other structures?

Yes    \_\_\_\_ No

(B) Are you aware of any past or present movement, shifting, deterioration or other problems with walls, foundations or other structural components?

\_\_\_\_ Yes     No

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

\_\_\_\_ Yes     No

(D) Have there been any repairs or other attempts to remedy or control the cause or effect of any defects or conditions described above?

Yes  No

(E) Are you are aware of any problem with the use or operation of the windows?

Yes  No

Explain any "yes" answers that you give in this section. When explaining efforts to control or repair, please describe the location and extent of the problem and the date and person by whom the work was done, if known:

Water leak from upstairs bathroom into living room (sink left on); occurred summer/fall 2023 + was repaired summer/fall 2023

(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: Pipes in basement may need pipe wrap - prior wrap was removed.

(10) Heating and air conditioning.

(A) Type of air conditioning: \_\_\_\_\_ central electric  
\_\_\_\_\_ central gas \_\_\_\_\_ wall  none

Number of window units included in sale: 2

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: Basement, attic

(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: Fireplace flues need cleaning/servicing

(11) Electrical system.

(A) Are you aware or any problems or repairs needed in the electrical system?  Yes  No

If yes, please explain: Ceiling fan/light fixture in primary bedroom may need repairs

(12) Other equipment and appliances included in sale (complete only if applicable).

(A)  Electric garage door opener/Number of transmitters: 1  
Are they in working order?  Yes  No

(B)  Smoke detectors How many? 2

Location: Kitchen, upstairs hall

(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 1 Number

Location: Primary bedroom

(J) Other: \_\_\_\_\_

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

yes  no  unknown

If yes, please explain: Ceiling fan/light in primary bedroom may need repairs. Clothes dryer works but takes longer than usual to dry.



(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: Had asbestos pipe wrap in basement, which was professionally remediated in January 2024.

(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 Don't know

NOTE: If the house was built prior to 1978, Seller and Seller's Agent must disclose any lead-based paint information which they have, furnish a Lead Hazard Information Pamphlet to any prospective Buyer and Advise Buyer of his rights under the Act.

(15) Condominiums and other homeowners associations (complete only if applicable).

(A) Type:

\_\_\_ condominium \_\_\_ cooperative

\_\_\_ homeowners association \_\_\_ other

If "other," please explain: \_\_\_\_\_

\*NOTICE REGARDING CONDOMINIUMS AND COOPERATIVES:

ACCORDING TO SECTION 3407 OF THE UNIFORM CONDOMINIUM ACT (68 PA.C.S. § 3407 (RELATING TO REALES OF UNITS) AND 68 PA.C.S. § 4409 (RELATING TO REALES OF COOPERATIVE INTERESTS A BUYER OF A RESALE UNIT IN A CONDOMINIUM OR COOPERATIVE MUST RECEIVE A CERTIFICATE OF RESALE ISSUED BY THE ASSOCIATION IN THE CONDOMINIUM OR COOPERATIVE. THE BUYER WILL HAVE THE OPTION OF CANCELING THE AGREEMENT WITH RETURN OF ALL

DEPOSIT MONEYS UNTIL THE CERTIFICATE HAS BEEN PROVIDED TO THE BUYER AND FOR FIVE DAYS THEREAFTER OR UNTIL CONVEYANCE, WHICHEVER OCCURS FIRST.

(B) Do you know of any defect, damage or problem with any common elements or common areas which could affect their value or desirability?

\_\_\_\_\_ yes \_\_\_\_\_ no \_\_\_\_\_ unknown

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

\_\_\_\_\_ yes \_\_\_\_\_ no \_\_\_\_\_ unknown

If your answer to (B) or (C) is "Yes", explain in detail: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(16) Miscellaneous.

(A) Are you aware of any existing or threatened legal action affecting the property? \_\_\_\_\_ yes  no

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

(C) Are you aware of any public improvement, condominium or homeowner association assessments against the property that remain unpaid or of any violations of zoning, housing, building, safety or fire ordinances that remain uncorrected?

\_\_\_\_\_ yes  no

(D) Are you aware of any judgment, encumbrance, lien (for example, comaker or equity loan) or other debt against this property that cannot be satisfied by the proceeds of this sale?

\_\_\_\_\_ yes  no

(E) Are you aware of any reason, including a defect in title, that would prevent you from giving a warranty deed or conveying title to the property?

\_\_\_\_\_ yes  no

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

\_\_\_\_\_ yes  no

A material defect is a problem with the property or any portion of it that would have a significant adverse impact on the value of the residential real property or that INVOLVES AN UNREASONABLE RISK TO PEOPLE ON THE LAND.

Explain any "yes" answers that you give in this section: \_\_\_\_\_

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

\_\_\_\_\_ yes    \_\_\_\_\_ no     unknown

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

\_\_\_\_\_  
\_\_\_\_\_

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

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

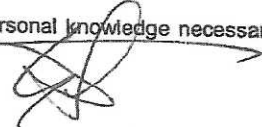
SELLER \_\_\_\_\_ DATE \_\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

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


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

STEVE DAVIS executor 4/4/24



Name and Capacity/Title of person  
signing plus include documentation

Date

Elain Davis co-executor, 4/4/24 

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.



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 \_\_\_\_\_, 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 James E. Davis. The property is selling in its "AS IS" condition is situated at 17 Philadelphia Ave the City of Tunkhannock, County of Wyoming and State of Pennsylvania, Deed Book 165, Page 212, for the price of

(\$ \_\_\_\_\_ )

\_\_\_\_\_ dollars

plus a 3% Buyer's premium of (\$ \_\_\_\_\_ ) for a total of

\_\_\_\_\_ Dollars,

free and clear of all liens and encumbrances, except as may otherwise be stated in this agreement. The title to said premises shall be subject to all existing restrictions, easements, recorded agreements and covenants, right of public service companies, easements of roads, zoning regulations, ordinances, statutes and regulations of any constituted public authority, now in force or which may be passed prior to final settlement.

1. A deposit is herewithmade in the amount of (\$15,000) Fifteen Thousand Dollars toward the purchase price under this agreement. Said deposit shall be held by Brian Burke, hereinafter referred to as ("The Auctioneer") in his escrow account.

2. The balance of the purchase price shall be paid in cash at the time of final settlement and delivery of the deed which shall take place on or before 60 days (July 31, 2024) 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 17 Philadelphia Ave, Tunkhannock, PA 18657, County of Wyoming.

13. Buyer agrees that Seller shall not be required to present (tender) to Buyer a deed for said premises if Buyer defaults in paying the balance of the purchase price in order to enforce the provisions of this agreement against Buyer. Buyer agrees not to present this agreement to the Recorder of Deeds to be recorded.

14. Buyer acknowledges that under the terms and conditions of the auction Sale during which said premises were offered at auction that among the conditions announced was that this agreement is subject to the approval of Seller. Pending such approval Buyer

shall be bound by this agreement with the same force and effect as if no such approval were required. If this agreement is not approved by Seller, the deposit money paid on account hereof will be returned to Buyer, without interest, and agreement shall become null and void.

15. The Seller shall not be obligated to survey the property even if a survey is required by the Buyer's title insurance company or the Buyer's lender. The Buyer may survey the property at his own expense.
16. The sale of this property is not conditioned on any testing or inspections by the Buyer.
17. This agreement and the sale shall be governed by the laws of the Commonwealth of Pennsylvania.
18. This agreement contains the entire agreement between the parties. No prior agreement of representation of any kind, and no contemporaneous or subsequent oral agreement or representation and no course of dealing between the parties or custom shall be permitted to contradict, vary or add to the terms of this agreement.
19. All Individual G.O.M. rights convey in the sale of this property.

**IN WITNESS WHEREOF:** the parties have hereunto set their hand and seals, the day and year first written above.

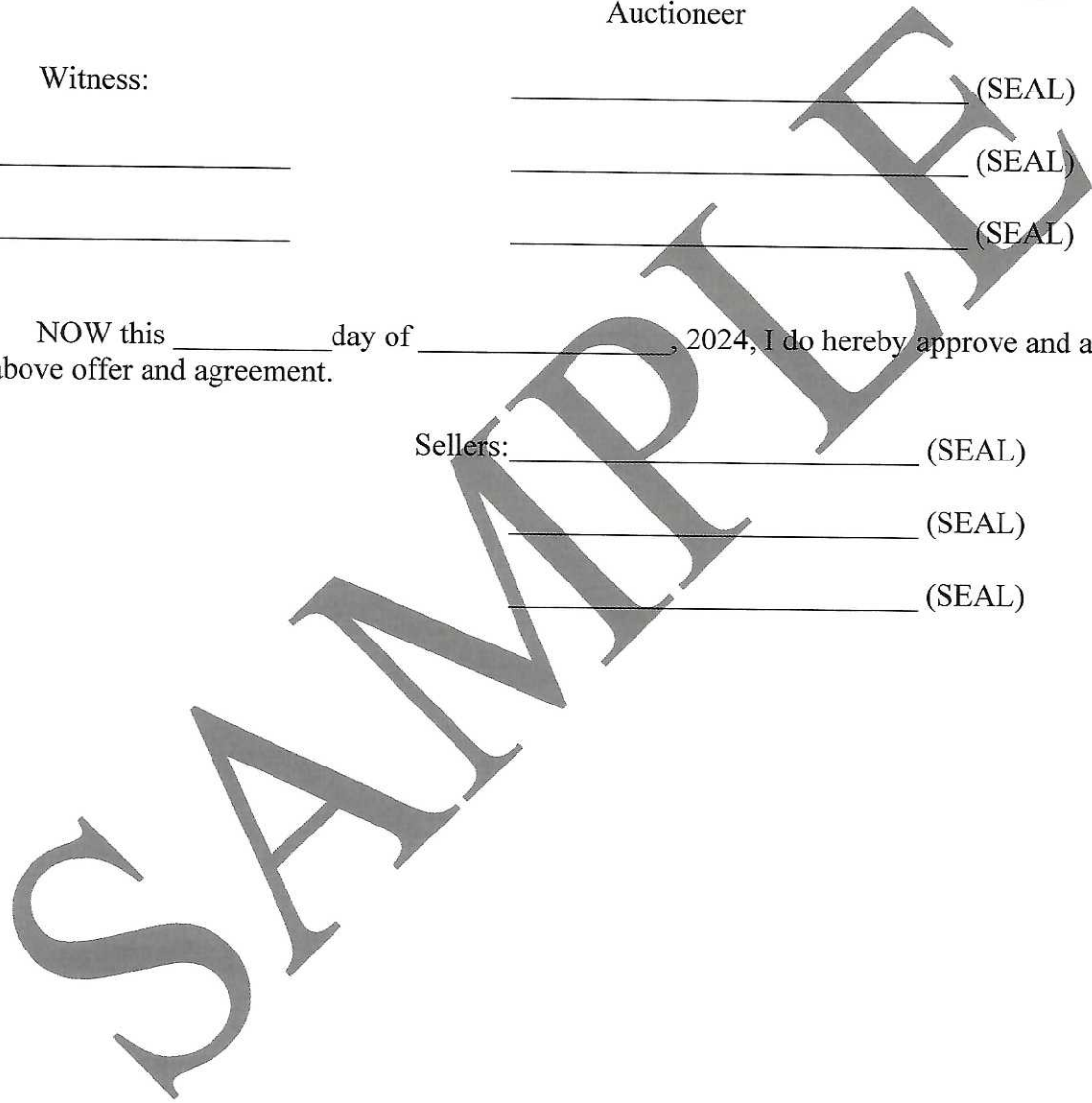
Signed, Sealed and Delivered in the presence of Brian Burke, Brian Burke Auctions, Auctioneer.

By: \_\_\_\_\_  
Auctioneer

Witness: \_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)

NOW this \_\_\_\_\_ day of \_\_\_\_\_, 2024, I do hereby approve and accept the above offer and agreement.

Sellers: \_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)





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