

HURLEY

REAL ESTATE & AUCTIONS

2800 BUCHANAN TR L E | GREENCASTLE | PA 17225



12591 Shimpstown Rd, Mercersburg, PA 17236

INCREDIBLE 50± ACRE FARM IN MERCERSBURG!

This farm features 2 homes, a bank barn and outbuildings, and frontage along Licking Creek! Ready for new owners!

Auction Date: Tuesday, June 30, 2026 @ 3pm

Open Houses: Wednesday, June 17, 2026, 4pm-6pm
Saturday, June 20, 2026, 10am-12pm

AV002056 | Matthew Hurley AU003413L, Broker: PA RM421467; MD 597462; WV WVB230300885; VA 0225271921 | Kaleb Hurley AU006233, Agent: PA RS360491; MD 5009812 | Jacob Hurley AU006421

HURLEYAUCTIONS.COM | 717-597-9100





Dear Prospective Buyer,

Hurley Real Estate & Auctions is pleased to have been chosen to offer you this property. We encourage all potential buyers to inspect the property and the enclosed information prior to bidding. For your convenience, we've included the following:

- General Information
- Deed
- Aerial
- Soil Map
- Conditions of Public Sale
- Disclosures
- How to Buy Real Estate at Auction
- Methods of Payment
- Financing Available
- Settlement Companies

If you have any questions after reviewing this report, please don't hesitate to call any time. We are looking forward to seeing you at the auction on June 30, 2026.

Sincerely,
The Hurley Team

DISCLAIMER & ABSENCE OF WARRANTIES | *All information contained in this brochure & all related materials are subject to the terms & conditions outlined in the purchase agreement. Information contained in advertisements, information packet, estimated acreages, and marked boundaries are based upon the best information available to Hurley Real Estate and Auctions at the time of preparation & may not depict exact information on the property. **Each potential buyer is responsible for conducting his/her own independent inspection, investigations, and inquiries concerning the real estate. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors or omissions is assumed by seller or Hurley Real Estate and Auctions.***



Terms: \$20,000 in certified funds day of auction. (See Payment & Financing page for detailed info.)
Announcements made on the day of sale take precedence over all printed material. 2% Buyers premium will be added to final bid price.

Closing Location: As agreed upon by the Buyer and Seller.

Buyer possession: Buyer will have immediate possession upon closing.

General Information: AMAZING 50+/- ACRE FARM WITH 2 HOMES IN MERCERSBURG, PA! This exceptional farm features two homes, multiple outbuildings, frontage along Licking Creek, and much more! The property includes approximately 40 acres of tillable land along with two spring-fed livestock waterers. This property is well-suited for livestock and offers outstanding potential for cattle, horses, and much more. The brick rancher offers 3 bedrooms and 2.5 bathrooms, including a primary suite with en suite bath, living room with brick fireplace, family room, laundry/mudroom, and a full basement. The 2-story farmhouse features 4 bedrooms, 2 bathrooms, kitchen, living room, family room, basement, and attic, with hardwood floors extending throughout much of the home. The outbuildings include a 35x50 over 35x80 bank barn with three automatic garage doors on the lower level and one automatic garage door on the upper level. Additional improvements include an 18x19 detached garage, 13x17 workshop, chicken coop, sheds, and more! The property also features a fenced garden with lots of room for expansion. A beautiful paved driveway leads to the property, offering both convenience and privacy. Located just minutes from Route 16, Mercersburg, and surrounding amenities, this property also offers excellent hunting and approximately 8 acres of wooded land. The property also features two wells, including one that services the homes and outbuildings and a second well previously used for outdoor purposes. Each home has its own septic system, and the electric service for each home is separately metered. This is the place to build your future — come make this farm your home!

Year House Built: 1976

Acreage: 50.29± Acres

County: Franklin

Zoning/Land Use: Please call Franklin County
Planning at (717) 261-3855

Taxes: Approximately \$7,147

Tax ID: 17-0J16.-011.-000000

School District: Tuscarora

Local Hospital: Wellspan Chambersburg or
Wellspan Waynesboro

Utilities:

- Water: (2) Wells, One well is shared between the two homes, and one well was used to water plants and for outdoor purposes
- Sewer: Septic (Each home has its own septic)
- Heating: Rancher: Forced Air- Oil, Farmhouse: Electric Baseboard
- Cooling: Central A/C (Rancher Only, Farmhouse does not have A/C)



The Brick Rancher has the following features:

- 3 Bedrooms
 - Bedroom 1: 13 x 14
 - Bedroom 2: 12 x 13
 - Bedroom 3: 12 x 13
- Living Room w/ Fireplace: 15 x 21
- Family Room: 12 x 13
- Kitchen: 14 x 15
- Mud Room/Laundry: 11 x 19

The 2-Story Farmhouse has the following features:

- 4 Bedrooms (One Bedroom has a Closet)
 - Bedroom 1: 12 x 10 (Upstairs)
 - Bedroom 2: 10 x 12 (Main Level)
 - Bedroom 3: 10 x 12 (Upstairs)
 - Bedroom 4: 9 x 10 (Upstairs)
- Living Room: 11 x 14
- Dining Room: 12 x 13
- Kitchen: 7 x 12
- Den: 10 x 12
- Laundry: 6 x 11





Tax Parcel No.: 17-0J16.-011.-000000
12591 Shimpstown Road
Mercersburg, PA 17236

THIS DEED

MADE This 16th day of July, two thousand twenty-five (2025).

BETWEEN Florence Hill Forbes, widow of William C. Forbes, of 12591 Shimpstown Road, Mercersburg, Franklin County, Pennsylvania, GRANTOR,

AND Florence Hill Forbes, widow, of 12591 Shimpstown Road, Mercersburg, Franklin County, Pennsylvania, GRANTEE.

WITNESSETH, That in consideration of the sum of ONE (\$1.00) DOLLAR, in hand paid, the receipt whereof is hereby acknowledged, the Grantor does hereby grant and convey in fee simple to the Grantee,

ALL that certain tract or parcel of real estate lying and being situated in Montgomery Township, Franklin County, Pennsylvania, more particularly bounded and described as follows, to wit:-

BEGINNING at a stone and running thence by lands of Derrick A. Miller, south eighty-two and one-half (82 ½) degrees west, seventy-four and two tenths (74.2) perches to a stone; thence by lands of Lester H. Risser and Brenda L. Risser, husband and wife, north six (6) degrees east, forty-one and five tenths (41.5) perches to a post; thence still by lands of Risser and by lands of Brock Christman and Ashley Christman, husband and wife, north six (6) degrees east, eighty-three (83) perches to a post near Licking Creek at lands of Elliott C. Romero; thence down Licking Creek and by lands of Romero, south fifty-one (51) degrees east, forty-four (44) perches to a slate rock; thence down Licking Creek by lands of Romero, by lands of Devin T. Baker and Breanna C. Baker, husband and wife, and by lands of Valley Creek Estates Homeowners Association, Inc., south seventy-five and one-half (75 ½) degrees east, fifty (50) perches to a post;



thence by lands of Faith E. Carbaugh, south sixteen (16) degrees west, forty-eight (48) perches to a post; thence by lands of Carbaugh, south sixteen (16) degrees west, thirty-seven and four tenths (37.4) perches to the stone, the place of beginning. CONTAINING 50 acres and 46 perches.

IT BEING the same real estate which David M. Zuck and Alice A. Zuck, his wife, by deed dated May 13, 1924, and recorded in Franklin County Deed Book Vol. 215, page 546, conveyed to J. Harvey Lawson, who by his deed dated June 7, 1924, and recorded in Franklin County Deed Book Vol. 215, page 547, reconveyed the same to David M. Zuck and Alice A. Zuck, his wife. David M. Zuck died June 8, 1939, thus vesting full and complete title to the real estate in his surviving spouse, Alice A. Zuck, who died seized thereof. W. H. Hunsberger and J. Harvey Lawson, Executors of the Estate of Alice A. Zuck, by their deed dated March 31, 1941, and recorded in Franklin County Deed Book Vol. 281, page 85, conveyed the real estate described above to Walter W. Burkholder and Ruth R. Burkholder, his wife. Ruth R. Burkholder died January 21, 1956, thus vesting full and complete title to the real estate in her surviving spouse, W.W. Burkholder, who is the same person as Walter W. Burkholder. W.W. Burkholder by his deed dated August 24, 1965, and recorded in Franklin County Deed Book Vol. 595, page 415, conveyed the same to Wilbur C. Cordell and Janet L. Cordell, his wife, who by their deed dated November 26, 1965, and recorded in Franklin County Deed Book Vol. 598, page 424, conveyed the same to J. Merle Carbaugh and Pearl E. Carbaugh, his wife, who by their deed dated April 1, 1972, and recorded in Franklin County Deed Book Vol. 672, page 499, conveyed the same to Lewis L. Seggerty and Dorothy L. Seggerty, his wife, who by their deed dated September 5, 1980, and recorded in Franklin County Deed Book Vol. 820, page 51, conveyed the same to William C. Forbes and Sandra H. Forbes, his wife. Sandra H. Forbes died January 7, 2014, thus vesting full and complete title to the real estate described above in her surviving spouse, William C. Forbes. William C. Forbes by deed dated May 20, 2015 and recorded in Franklin County as Instrument No. 2015-009535 conveyed the real estate to William C. Forbes and Florence Hill Forbes, husband and wife. William C. Forbes died May 21, 2025, thus vesting full and complete title to the real estate described above in his surviving spouse, Florence Hill Forbes, the Grantor. The Grantor makes this deed to remove the name of



William C. Forbes, her deceased husband, from the chain of title.

And the Grantor further grants and conveys to the Grantee a right-of-way through the real estate owned by Derrick A. Miller, described in Instrument No. 2025-06389 to the road leading from Rhoades' Mill to the Corner now known as the Shimpstown Road. This right-of-way is further described in a deed from John A. Filer to Howard W. Filer dated July 27, 1915, and recorded in Franklin County Deed Book Vol. 178, page 184 and is also referred to in the deed recorded as Instrument No. 2025-06389.

And the Grantor will warrant specially the property hereby conveyed.

This is a transaction between the same person as Grantor and Grantee and is thus exempt from Realty Transfer Tax.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal, the day and year first above written.

Witness:

[Signature] *[Signature]* (SEAL)
Florence Hill Forbes

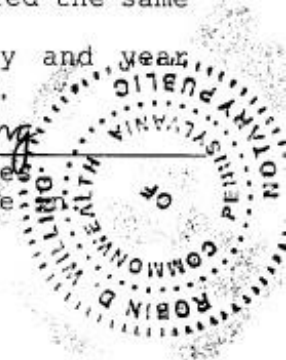
STATE OF PENNSYLVANIA)
SS.
COUNTY OF FRANKLIN)

On this 16th day of July, A.D., 2025, before me, a Notary Public in and for said State and County, personally appeared the above named Florence Hill Forbes and acknowledged the foregoing deed to be her act and deed and desired the same to be recorded as such.

Witness my hand and notarial seal, the day and year aforesaid.

Commonwealth of Pennsylvania - Notary Seal
Robin D. Willing, Notary Public
Franklin County
My commission expires March 21, 2026
Commission number 1188161
Member, Pennsylvania Association of Notaries

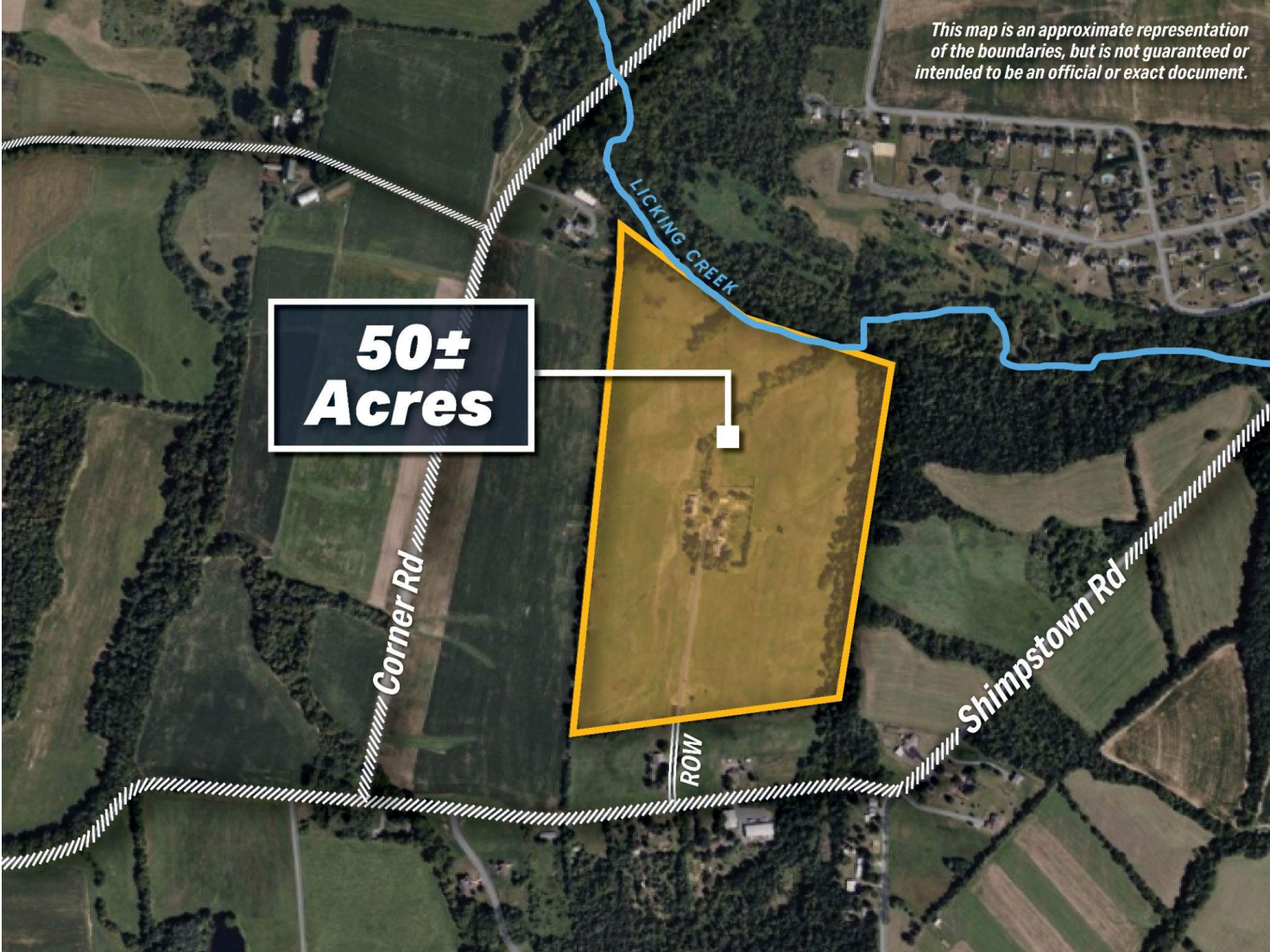
[Signature]
My commission expires
I maintain my office

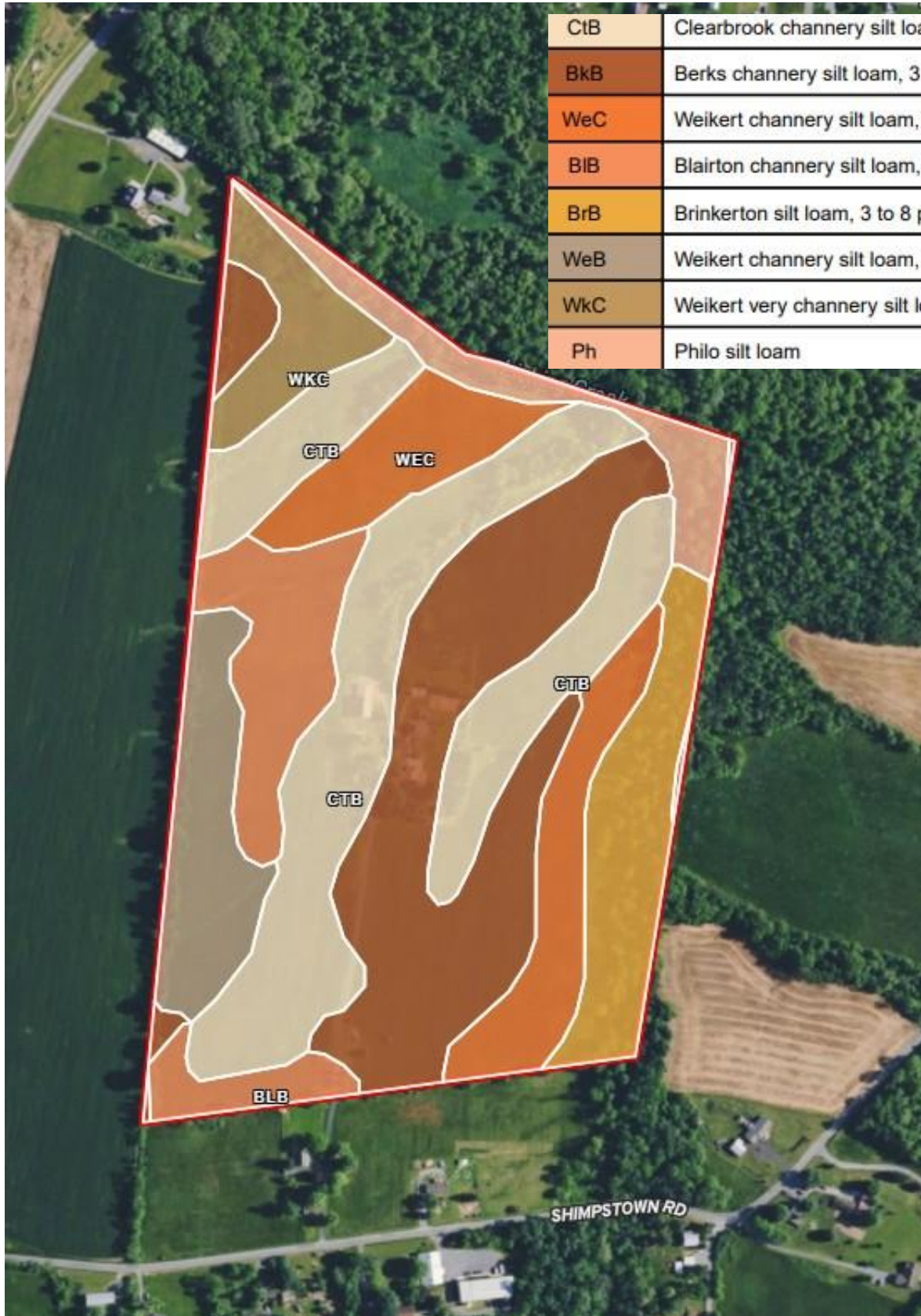


CERTIFICATE OF RESIDENCE

July 16th, 2025, I hereby certify that Grantee's precise residence is 12591 Shimpstown Road, Mercersburg, PA, 17236.

[Signature]







OWNED BY: **Florence H. Forbes**

LOCATED AT: **12591 Shimpstown Rd, Mercersburg, PA 17236**

1. **Highest Bidder** | The highest and best bidder shall be the Buyer. The Seller, however, reserves the right to reject any and all bids and to adjourn the sale to a subsequent date. The Auctioneer has the sole discretion of setting bidding increments. If any disputes arise to any bid, the Auctioneer reserves the right to cause the property to be immediately put up for sale again.
2. **Real Estate Taxes/Utilities** | All real estate taxes and utilities shall be pro-rated between the Buyer and Seller to the date of settlement on a fiscal year basis. All real estate taxes for prior years have or will be paid by the Seller.
3. **Transfer Taxes** | Seller shall pay 1/2 of the realty transfer tax and Buyer shall pay 1/2 of the realty transfer tax, provided, however that the Buyer shall be responsible for any additional transfer taxes imposed.
4. **Terms** | \$20,000 or — % handmoney, either in the form of cash, cashier's check, certified check, or personal check at the discretion of the Seller(s) when the property is struck down, and the balance, without interest, on or before August 31, 2026 when a special warranty deed will be delivered and actual possession will be given to Buyer. The Buyer shall also sign this agreement and comply with these terms of sale. Buyers Premium of 2 % plus the bid price shall establish purchase price.
5. **Forfeiture** | The time for settlement shall be of the essence. If the Buyer fails to comply with these terms of sale, Seller shall have the option of retaining all deposit monies or other sums paid by Buyer on account of the purchase price as Seller shall elect: (a) as liquidated damages, in which event Buyer and Seller shall be released from further liability or obligation and this agreement shall be null and void, or (b) on account of the purchase price, or as monies to be applied to Seller's damages as Seller may elect.
6. **Marketable Title** | A good and marketable title will be given free and clear of all liens and encumbrances. The real estate is being sold subject to restrictions and rights-of-way of record in the Franklin County Courthouse and which may be visible by inspection of the premises.
7. **Risk of Loss** | Seller shall maintain the property grounds, fixtures and any personal property specifically sold with the property in its present condition, normal wear and tear excepted. Seller shall bear the risk of loss for fire or other casualties until the time of settlement. In the event of damage by fire or other casualty to any property included in this sale that is not repaired or replaced prior to settlement, Buyer shall have the option of rescinding this agreement and promptly receiving all monies paid on account of the purchase price or of accepting the property in its then condition, together with the proceeds of any insurance obtainable by Seller. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in the property as of the time of execution of this agreement.
8. **Warranty** | The Buyer expressly acknowledges and understands that the Buyer is buying the property in its present condition and that the Seller makes no representation or warranty of any kind whatsoever with regard to the condition of the premises or any components thereof, including but not limited to, the roof, the electrical system, the plumbing system, the heating system, or any other part of the structure, or any of the improvements on the land.
 - A. **Radon** | Seller has no knowledge concerning the presence or absence of radon. The Seller makes no representation or warranty with regard to radon or the levels thereof.
 - B. **Lead-Based Paint** | If the house was built before 1978, the house may have lead-based paint. Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing and has no reports or records pertaining to lead-based paint and/or hazards in the housing. A lead-based pamphlet "Protect Your Family from Lead in Your House" has been given to Buyer. Buyer waives any ten (10) day lead-based paint assessment period.
 - C. **Environmental Contamination** | Seller is not aware of any environmental contamination on the land.
 - D. **Home Inspection** | Buyer has inspected the property. Buyer understands the importance of getting an independent home inspection and has thought about this before bidding upon the property and signing this agreement.
 - E. **Fixtures and Personal Property** | Included in the sale and purchase price are all existing items permanently attached to the property, including but not limited to plumbing, heating, lighting fixtures (including, if present upon the property, chandeliers and ceiling fans; water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; shrubbery, plantings and unpotted trees; any remaining heating and cooking fuels stored on the property at the time of settlement; wall to wall carpeting; window covering hardware, shades, blinds; built-in air conditioners; built-in appliances; and the range/oven unless otherwise stated). No warranty is given to Buyer as to the working/functional condition of fixtures and/or personal property. All personal property will be removed at Seller's discretion, if items are not removed they become the responsibility of the Buyer.
 - F. **Ventilation/Mold** | The Seller makes no representations or warranties with regard to mold or the absence of mold, adequate or inadequate air exchange or ventilation, or any other matters of home construction wherein mold may be present in the real estate.
 - G. **"AS IS"** | The property is being sold "AS IS" at the time of sale and at the time of the settlement. The Fiduciary/Seller herein makes no representations or warranties as to the condition of the real estate. The Purchaser accepts the property "AS IS". The purchaser waives any claims for any liability imposed through any environmental actions. This agreement shall survive closing. A Seller's disclosure has been made available to Buyer prior to the public auction and shall be exchanged by Buyer and Seller upon the signing of this agreement. If the Seller is an estate, the personal representative(s) will not deliver a disclosure to Buyer inasmuch as they are not required by law.
9. **Financing** | Buyer is responsible for obtaining financing, if any, and this contract is in no way contingent upon the availability of financing.
10. **Settlement Considerations** | The Seller will not pay points, settlement costs, or otherwise render financial assistance to the Buyer.
11. **Dispute Over Handmonies** | In the event of a dispute over entitlement of handmoney deposits, the agent holding the deposit may either retain the monies in escrow until the dispute is resolved or, if possible, pay the monies into the County Court to be held until the dispute is resolved. In the event of litigation for the return of deposit monies, the agent holding handmoney shall distribute the monies as directed by a final order of the court or a written agreement of the parties. Buyer and Seller agrees that, in the event any agent is joined in the litigation for the return of deposit monies, attorneys fees and costs of the agent will be paid by the party joining the agent.
12. This agreement shall survive closing.
13. This agreement may be signed and transmitted by email.
14. Buyer and Seller agrees that Hurley Auctions and Hurley Real Estate and Auctions may collaborate on any aspect of this contract. The scope of collaboration shall include but is not limited to the negotiation, advertising, execution, sharing of resources, sharing of fees, and performance of any aspect whatsoever of the contract.



SELLER'S PROPERTY DISCLOSURE STATEMENT

SPD

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

1 **PROPERTY** 12591 Shinnystown Rd Mercersburg PA 17236
2 **SELLER** Florence H Faber

3 INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

4 The Real Estate Seller Disclosure Law (68 P.S. §7301, et seq.) requires that before an agreement of sale is signed, the seller in a residential
5 real estate transfer must disclose all known **material defects** about the property being sold that are not readily observable. A **material defect**
6 is a problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or
7 that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is at or beyond the end
8 of its normal useful life is not by itself a material defect.

9 This property disclosure statement ("Statement") includes disclosures beyond the basic requirements of the Law and is designed to assist
10 Seller in complying with disclosure requirements and to assist Buyer in evaluating the property being considered. Sellers who wish to see
11 or use the basic disclosure form can find the form on the website of the Pennsylvania State Real Estate Commission. Neither this Statement
12 nor the basic disclosure form limits Seller's obligation to disclose a material defect.

13 This Statement discloses Seller's knowledge of the condition of the Property as of the date signed by Seller and is **not a substitute for any**
14 **inspections or warranties** that Buyer may wish to obtain. **This Statement is not a warranty of any kind by Seller or a warranty or rep-**
15 **resentation by any listing real estate broker, any selling real estate broker, or their licensees.** Buyer is encouraged to address concerns
16 about the condition of the Property that may not be included in this Statement.

17 **The Law provides exceptions (listed below) where a property disclosure statement does not have to be completed. All other sellers**
18 **are obligated to complete a property disclosure statement, even if they do not occupy or have never occupied the Property.**

- 19 1. Transfers by a fiduciary during the administration of a decedent estate, guardianship, conservatorship or trust.
- 20 2. Transfers as a result of a court order.
- 21 3. Transfers to a mortgage lender that results from a buyer's default and subsequent foreclosure sales that result from default.
- 22 4. Transfers from a co-owner to one or more other co-owners.
- 23 5. Transfers made to a spouse or direct descendant.
- 24 6. Transfers between spouses as a result of divorce, legal separation or property settlement.
- 25 7. Transfers by a corporation, partnership or other association to its shareholders, partners or other equity owners as part of a plan of
- 26 liquidation.
- 27 8. Transfers of a property to be demolished or converted to non-residential use.
- 28 9. Transfers of unimproved real property.
- 29 10. Transfers of new construction that has never been occupied and:
 - 30 a. The buyer has received a one-year warranty covering the construction;
 - 31 b. The building has been inspected for compliance with the applicable building code or, if none, a nationally recognized model
 - 32 building code; and
 - 33 c. A certificate of occupancy or a certificate of code compliance has been issued for the dwelling.

COMMON LAW DUTY TO DISCLOSE

34 Although the provisions of the Real Estate Seller Disclosure Law exclude some transfers from the requirement of completing a disclo-
35 sure statement, the Law does not excuse the seller's common law duty to disclose any known material defect(s) of the Property in order
36 to avoid fraud, misrepresentation or deceit in the transaction. **This duty continues until the date of settlement.**

EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

38 According to the provisions of the Real Estate Seller Disclosure Law, the undersigned executor, administrator or trustee is not required
39 to fill out a Seller's Property Disclosure Statement. **The executor, administrator or trustee, must, however, disclose any known**
40 **material defect(s) of the Property.**

42 _____ DATE _____

43 Seller's Initials FF Date 11/10/20

SPD Page 1 of 11 Buyer's Initials / Date _____



Hurley Real Estate and Auctions, 2800 Buchanan Trail East Greenville PA 17225
Kaleb Hurley

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44 Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the
 45 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

46 **1. SELLER'S EXPERTISE**

- 47 (A) Does Seller possess expertise in contracting, engineering, architecture, environmental assessment or
 48 other areas related to the construction and conditions of the Property and its improvements?
 49 (B) Is Seller the landlord for the Property?
 50 (C) Is Seller a real estate licensee?

	Yes	No	Unk	N/A
A		X		
B		X		
C		X		

51 Explain any "yes" answers in Section 1: _____
 52 _____

53 **2. OWNERSHIP/OCCUPANCY**

- 54 (A) Occupancy
 55 1. When was the Property most recently occupied? Now 11/10/26
 56 2. By how many people? 1
 57 3. Was Seller the most recent occupant?
 58 4. If "no," when did Seller most recently occupy the Property?
 59 (B) Role of Individual Completing This Disclosure. Is the individual completing this form:
 60 1. The owner
 61 2. The executor or administrator
 62 3. The trustee
 63 4. An individual holding power of attorney
 64 (C) When was the Property acquired? 1970's
 65 (D) List any animals that have lived in the residence(s) or other structures during your ownership:
 66 Sam (later sold) Pets - Dogs - Billy, Duchess - chickens - chicken in away
 67 Sam & Blackie, Goldie - camp kittens
 68 away was a stray
 69 Explain Section 2 (if needed): _____

	Yes	No	Unk	N/A
A1				
A2				
A3	X			
A4				
B1	X			
B2				
B3				
B4				
C				

69 **3. CONDOMINIUMS/PLANNED COMMUNITIES/HOMEOWNERS ASSOCIATIONS**

- 70 (A) Disclosures for condominiums and cooperatives are limited to Seller's particular unit(s). Disclosures
 71 regarding common areas or facilities are not required by the Real Estate Seller Disclosure Law.
 72 (B) Type. Is the Property part of a(n):
 73 1. Condominium
 74 2. Homeowners association or planned community
 75 3. Cooperative
 76 4. Other type of association or community
 77 (C) If "yes," how much are the fees? \$ _____, paid (Monthly) (Quarterly) (Yearly)
 78 (D) If "yes," are there any community services or systems that the association or community is responsi-
 79 ble for supporting or maintaining? Explain: _____
 80 (E) If "yes," provide the following information:
 81 1. Community Name _____
 82 2. Contact _____
 83 3. Mailing Address _____
 84 4. Telephone Number _____
 85 (F) How much is the capital contribution/initiation fee(s)? \$ _____

	Yes	No	Unk	N/A
B1		X		
B2		X		
B3		X		
B4		X		
C				
D				
E.1				
E.2				
E.3				
E.4				
F				

86 **Notice to Buyer:** A buyer of a resale unit in a condominium, cooperative, or planned community must receive a copy of the declaration
 87 (other than the plats and plans), the by-laws, the rules or regulations, and a certificate of resale issued by the association, condominium,
 88 cooperative, or planned community. Buyers may be responsible for capital contributions, initiation fees or similar one-time fees in addition
 89 to regular maintenance fees. The buyer will have the option of canceling the agreement with the return of all deposit monies until the cer-
 90 tificate has been provided to the buyer and for five days thereafter or until conveyance, whichever occurs first.

91 **4. ROOFS AND ATTIC**

- 92 (A) Installation
 93 1. When was or were the roof or roofs installed? _____
 94 2. Do you have documentation (invoice, work order, warranty, etc.)?
 95 (B) Repair
 96 1. Was the roof or roofs or any portion of it or them replaced or repaired during your ownership?
 97 2. If it or they were replaced or repaired, were any existing roofing materials removed?
 98 (C) Issues
 99 1. Has the roof or roofs ever leaked during your ownership?
 100 2. Have there been any other leaks or moisture problems in the attic?
 101 3. Are you aware of any past or present problems with the roof(s), attic, gutters, flashing or down-
 102 spouts? no

	Yes	No	Unk	N/A
A1			X	
A2		X		
B1		X		
B2				
C1		X		
C2		X	X	
C3		X		

103 Seller's Initials 1 Date 11/10/26 SPD Page 2 of 11 Buyer's Initials 1 Date _____



104 Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the
 105 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

106 Explain any "yes" answers in Section 4. Include the location and extent of any problem(s) and any repair or remediation efforts,
 107 the name of the person or company who did the repairs and the date they were done:
 108 _____

109 **5. BASEMENTS AND CRAWL SPACES**

110 (A) Sump Pump

- 111 1. Does the Property have a sump pit? If "yes," how many? 1 in each house A1
 112 2. Does the Property have a sump pump? If "yes," how many? 1 in each house A2
 113 3. If it has a sump pump, has it ever run? A3
 114 4. If it has a sump pump, is the sump pump in working order? A4

	Yes	No	Unk	N/A
A1	X			
A2	X			
A3	X			
A4	X			
B1		X		
B2		X		
B3		X		

115 (B) Water Infiltration

- 116 1. Are you aware of any past or present water leakage, accumulation, or dampness within the base-
 117 ment or crawl space? B1
 118 2. Do you know of any repairs or other attempts to control any water or dampness problem in the
 119 basement or crawl space? B2
 120 3. Are the downspouts or gutters connected to a public sewer system? B3

121 Explain any "yes" answers in Section 5. Include the location and extent of any problem(s) and any repair or remediation efforts,
 122 the name of the person or company who did the repairs and the date they were done:
 123 _____
 124 _____

125 **6. TERMITES/WOOD-DESTROYING INSECTS, DRYROT, PESTS**

126 (A) Status

- 127 1. Are you aware of past or present dryrot, termites/wood-destroying insects or other pests on the
 128 Property? A1
 129 2. Are you aware of any damage caused by dryrot, termites/wood-destroying insects or other pests? A2

	Yes	No	Unk	N/A
A1	X			
A2	X			
B1	X			
B2	X			

130 (B) Treatment

- 131 1. Is the Property currently under contract by a licensed pest control company? B1
 132 2. Are you aware of any termite/pest control reports or treatments for the Property? B2

133 Explain any "yes" answers in Section 6. Include the name of any services/treatment provider, if applicable:
 134 Mike, put termite treatment for pests
 135 Damage was repaired, and pests removed on emergency Provacare

136 **7. STRUCTURAL ITEMS**

- 137 (A) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls,
 138 foundations, or other structural components? Barn retaining wall - Replaced A

- 139 (B) Are you aware of any past or present problems with driveways, walkways, patios or retaining walls on
 140 the Property? B

- 141 (C) Are you aware of any past or present water infiltration in the house or other structures, other than the
 142 roof(s), basement or crawl space(s)? C

143 (D) Stucco and Exterior Synthetic Finishing Systems

- 144 1. Is any part of the Property constructed with stucco or an Exterior Insulating Finishing System
 145 (EIFS) such as Dryvit or synthetic stucco, synthetic brick or synthetic stone? D1
 146 2. If "yes," indicate type(s) and location(s) _____ D2
 147 3. If "yes," provide date(s) installed _____ D3

- 148 (E) Are you aware of any fire, storm/weather-related, water, hail or ice damage to the Property? E

- 149 (F) Are you aware of any defects (including stains) in flooring or floor coverings? F

	Yes	No	Unk	N/A
A	X			
B		X		
C		X		
D1			X	
D2				
D3				
E	X			
F		X		

150 Explain any "yes" answers in Section 7. Include the location and extent of any problem(s) and any repair or remediation efforts,
 151 the name of the person or company who did the repairs and the date the work was done: Provacare had a contract
 152 It was repaired. El Barn roof during storm replaced & repaired

153 **8. ADDITIONS/ALTERATIONS**

- 154 (A) Have any additions, structural changes or other alterations (including remodeling) been made to the
 155 Property during your ownership? Itemize and date all additions/alterations below. A

Yes	No	Unk	N/A
	X		

Addition, structural change or alteration (continued on following page)	Approximate date of work	Were permits obtained? (Yes/No/Unk/NA)	Final inspections/ approvals obtained? (Yes/No/Unk/NA)
<u>Barn House renovations</u>	<u>2000</u>	<u>YES</u>	<u>Unk</u>

161 Seller's Initials FHY Date 4/14/26 SPD Page 3 of 11 Buyer's Initials / Date _____



162 Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the
 163 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

164	165	166	167	168	169	170	171	172
Addition, structural change or alteration		Approximate date of work	Were permits obtained? (Yes/No/Unk/NA)	Final inspections/ approvals obtained? (Yes/No/Unk/NA)				

173 A sheet describing other additions and alterations is attached.

174 (B) Are you aware of any private or public architectural review control of the Property other than zoning
 175 codes? If "yes," explain: _____

Yes	No	Unk	N/A
	X		

176 **Note to Buyer:** The PA Construction Code Act, 35 P.S. §7210 et seq. (effective 2004), and local codes establish standards for building and
 177 altering properties. Buyers should check with the municipality to determine if permits and/or approvals were necessary for disclosed work
 178 and if so, whether they were obtained. Where required permits were not obtained, the municipality might require the current owner to up-
 179 grade or remove changes made by the prior owners. Buyers can have the Property inspected by an expert in codes compliance to determine
 180 if issues exist. Expanded title insurance policies may be available for Buyers to cover the risk of work done to the Property by previous
 181 owners without a permit or approval.

182 **Note to Buyer:** According to the PA Stormwater Management Act, each municipality must enact a Storm Water Management Plan for
 183 drainage control and flood reduction. The municipality where the Property is located may impose restrictions on impervious or semi-per-
 184 vious surfaces added to the Property. Buyers should contact the local office charged with overseeing the Stormwater Management Plan
 185 to determine if the prior addition of impervious or semi-pervious areas, such as walkways, decks, and swimming pools, might affect your
 186 ability to make future changes.

187 **9. WATER SUPPLY**

188 (A) Source. Is the source of your drinking water (check all that apply):

189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215
		Yes	No	Unk	N/A																					
1. Public	A1		X																							
2. A well on the Property	A2	X																								
3. Community water	A3		X																							
4. A holding tank	A4		X																							
5. A cistern	A5		X																							
6. A spring	A6		X																							
7. Other _____	A7		X																							
8. If no water service, explain: _____																										
(B) General																										
1. When was the water supply last tested? _____	B1				X																					
Test results: _____																										
2. Is the water system shared?	B2		X																							
If "yes," is there a written agreement?	B3																									
4. Do you have a softener, filter or other conditioning system?	B4	X																								
5. Is the softener, filter or other treatment system leased? From whom? _____	B5		X																							
6. If your drinking water source is not public, is the pumping system in working order? If "no," explain: _____	B6	X																								
(C) Bypass Valve (for properties with multiple sources of water)																										
1. Does your water source have a bypass valve?	C1				X																					
2. If "yes," is the bypass valve working?	C2				X																					
(D) Well																										
1. Has your well ever run dry?	D1		X																							
2. Depth of well _____	D2			X	X																					
3. Gallons per minute: _____, measured on (date) _____	D3			X	X																					
4. Is there a well that is used for something other than the primary source of drinking water? If "yes," explain <u>hand pumps to water cattle, chickens, etc.</u>	D4	X																								
5. If there is an unused well, is it capped?	D5				X																					

216 Seller's Initials PHF Date 4/10/26 SPD Page 4 of 11 Buyer's Initials _____ / _____ Date _____



217 Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the
218 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

	Yes	No	Unk	N/A
219 (E) Issues				
220 1. Are you aware of any leaks or other problems, past or present, relating to the water supply, 221 pumping system and related items?		X		
222 2. Have you ever had a problem with your water supply?		X		

223 Explain any problem(s) with your water supply. Include the location and extent of any problem(s) and any repair or remediation
224 efforts, the name of the person or company who did the repairs and the date the work was done:
225 _____

226 10. SEWAGE SYSTEM

	Yes	No	Unk	N/A
227 (A) General				
228 1. Is the Property served by a sewage system (public, private or community)?	X			
229 2. If "no," is it due to unavailability or permit limitations?				
230 3. When was the sewage system installed (or date of connection, if public)?			X	
231 4. Name of current service provider, if any: _____			X	

	Yes	No	Unk	N/A
232 (B) Type Is your Property served by:				
233 1. Public				
234 2. Community (non-public)				
235 3. An individual on-lot sewage disposal system				
236 4. Other, explain: _____				

	Yes	No	Unk	N/A
237 (C) Individual On-lot Sewage Disposal System. (check all that apply):				
238 1. Is your sewage system within 100 feet of a well?		X		
239 2. Is your sewage system subject to a ten-acre permit exemption?		X		
240 3. Does your sewage system include a holding tank?		X		
241 4. Does your sewage system include a septic tank?	X			
242 5. Does your sewage system include a drainfield?	X			
243 6. Does your sewage system include a sandmound?		X		
244 7. Does your sewage system include a cesspool?				
245 8. Is your sewage system shared?		X		
246 9. Is your sewage system any other type? Explain: _____		X		
247 10. Is your sewage system supported by a backup or alternate system?		X		

	Yes	No	Unk	N/A
248 (D) Tanks and Service				
249 1. Are there any metal/steel septic tanks on the Property?			X	
250 2. Are there any cement/concrete septic tanks on the Property?			X	
251 3. Are there any fiberglass septic tanks on the Property?			X	
252 4. Are there any other types of septic tanks on the Property? Explain _____		X		
253 5. Where are the septic tanks located? <u>in wind house, beside farm house</u>				
254 6. When were the tanks last pumped and by whom? <u>Dec 25, 1st March 26, Ed Twine's Property</u>				

	Yes	No	Unk	N/A
256 (E) Abandoned Individual On-lot Sewage Disposal Systems and Septic				
257 1. Are you aware of any abandoned septic systems or cesspools on the Property?		X		
258 2. If "yes," have these systems, tanks or cesspools been closed in accordance with the municipality's 259 ordinance?				X

	Yes	No	Unk	N/A
260 (F) Sewage Pumps				
261 1. Are there any sewage pumps located on the Property?			X	
262 2. If "yes," where are they located? _____				
263 3. What type(s) of pump(s)? _____				
264 4. Are pump(s) in working order?				
265 5. Who is responsible for maintenance of sewage pumps? _____				

	Yes	No	Unk	N/A
267 (G) Issues				
268 1. How often is the on-lot sewage disposal system serviced? <u>every 3 yrs,</u>				
269 2. When was the on-lot sewage disposal system last serviced and by whom? <u>see D 6</u>				
270 3. Is any waste water piping not connected to the septic/sewer system?		X		
271 4. Are you aware of any past or present leaks, backups, or other problems relating to the sewage 272 system and related items? <u>- Repair on 26 but repaired - farm house</u>	X			

274 Seller's Initials PSS Date 4/18/26 SPD Page 5 of 11 Buyer's Initials 1 Date _____



275 Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the
 276 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

277 Explain any "yes" answers in Section 10. Include the location and extent of any problem(s) and any repair or remediation ef-
 278 forts, the name of the person or company who did the repairs and the date the work was done:
 279 _____

280 **11. PLUMBING SYSTEM**

281 (A) Material(s). Are the plumbing materials (check all that apply):

- 282 1. Copper
- 283 2. Galvanized
- 284 3. Lead
- 285 4. PVC
- 286 5. Polybutylene pipe (PB)
- 287 6. Cross-linked polyethylene (PEX)
- 288 7. Other _____

	Yes	No	Unk	N/A
A1			↑	
A2			↑	
A3			↑	
A4			↑	
A5			↑	
A6			↑	
A7			↓	
B	✓			

289 (B) Are you aware of any past or present problems with any of your plumbing fixtures (e.g., including but
 290 not limited to: kitchen, laundry, or bathroom fixtures; wet bars; exterior faucets; etc.)?

291 If "yes," explain: Tub faucet leaks in house

292 _____
 293 **12. DOMESTIC WATER HEATING**

294 (A) Type(s). Is your water heating (check all that apply):

- 295 1. Electric
- 296 2. Natural gas
- 297 3. Fuel oil
- 298 4. Propane
- 299 If "yes," is the tank owned by Seller?
- 300 5. Solar
- 301 If "yes," is the system owned by Seller?
- 302 6. Geothermal
- 303 7. Other _____

	Yes	No	Unk	N/A
A1			↑	
A2			↑	
A3			↑	
A4			↑	
A5			↑	
A6			↑	
A7			↓	
B1				
B2			X	
B3			X	
C		X		

304 (B) System(s)
 305 1. How many water heaters are there? 1 Tank in each house

306 Tanks _____ Tankless _____

- 307 2. When were they installed? _____
- 308 3. Is your water heater a summer/winter hook-up (integral system, hot water from the boiler, etc.)?

309 (C) Are you aware of any problems with any water heater or related equipment?

310 If "yes," explain: _____
 311 _____

312 **13. HEATING SYSTEM**

313 (A) Fuel Type(s). Is your heating source (check all that apply):

- 314 1. Electric
- 315 2. Natural gas
- 316 3. Fuel oil
- 317 4. Propane
- 318 If "yes," is the tank owned by Seller?
- 319 5. Geothermal
- 320 6. Coal
- 321 7. Wood
- 322 8. Solar shingles or panels
- 323 If "yes," is the system owned by Seller?
- 324 9. Other: _____

	Yes	No	Unk	N/A
A1	✓			
A2		X		
A3	✓			
A4		X		
A5		X		
A6	X	X		
A7	X			
A8		X		
A9		X		
B1	X			
B2			↑	
B3	X			
B4			↑	
B5			↑	
B6			↑	
B7			↑	

325 (B) System Type(s) (check all that apply):

- 326 1. Forced hot air
- 327 2. Hot water
- 328 3. Heat pump
- 329 4. Electric baseboard
- 330 5. Steam
- 331 6. Radiant flooring
- 332 7. Radiant ceiling

333 Seller's Initials PHF Date 11/10/20 SPD Page 6 of 11 Buyer's Initials _____ Date _____

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334 Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the
 335 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

	Yes	No	Unk	N/A
336 8. Pellet stove(s)		<input checked="" type="checkbox"/>		
337 How many and location?				
338 9. Wood stove(s)	<input checked="" type="checkbox"/>			
339 How many and location? <u>1 in Mud room of house</u>				
340 10. Coal stove(s)		<input checked="" type="checkbox"/>		
341 How many and location?				
342 11. Wall-mounted split system(s)	<input checked="" type="checkbox"/>			
343 How many and location? <u>1 in house & master bedroom</u>				
344 12. Other:			<input checked="" type="checkbox"/>	
345 13. If multiple systems, provide locations <u>See 9, & 11</u>				
346				
347 (C) Status				
348 1. Are there any areas of the house that are not heated?		<input checked="" type="checkbox"/>		
349 If "yes," explain:				
350 2. How many heating zones are in the Property?			<input checked="" type="checkbox"/>	
351 3. When was each heating system(s) or zone installed?			<input checked="" type="checkbox"/>	
352 4. When was the heating system(s) last serviced? <u>Oct 2025</u>				
353 5. Is there an additional and/or backup heating system? If "yes," explain:		<input checked="" type="checkbox"/>		
354				
355 6. Is any part of the heating system subject to a lease, financing or other agreement?		<input checked="" type="checkbox"/>		
356 If "yes," explain:				
357 (D) Fireplaces and Chimneys				
358 1. Are there any fireplaces? How many? <u>1 in house living room</u>	<input checked="" type="checkbox"/>			
359 2. Are all fireplaces working?		<input checked="" type="checkbox"/>		
360 3. Fireplace types (wood, gas, electric, etc.): <u>wood - now electric</u>				
361 4. Was the fireplace(s) installed by a professional contractor or manufacturer's representative?				<input checked="" type="checkbox"/>
362 5. Are there any chimneys (from a fireplace, water heater or any other heating system)?	<input checked="" type="checkbox"/>			
363 6. How many chimneys? <u>2</u>				
364 7. When were they last cleaned?				<input checked="" type="checkbox"/>
365 8. Are the chimneys working? If "no," explain: <u>had fire, had electric</u>		<input checked="" type="checkbox"/>		
366 <u>insert into leads</u>				
367 (E) Fuel Tanks				
368 1. Are you aware of any heating fuel tank(s) on the Property?	<input checked="" type="checkbox"/>			
369 2. Location(s), including underground tank(s): <u>basement of house</u>				
370 3. If you do not own the tank(s), explain:				<input checked="" type="checkbox"/>
371 (F) Are you aware of any problems or repairs needed regarding any item in Section 13? If "yes," explain:				
372 14. AIR CONDITIONING SYSTEM				
373 (A) Type(s). Is the air conditioning (check all that apply):				
374 1. Central air	<input checked="" type="checkbox"/>			
375 a. How many air conditioning zones are in the Property?			<input checked="" type="checkbox"/>	
376 b. When was each system or zone installed?			<input checked="" type="checkbox"/>	
377 c. When was each system last serviced? <u>Oct, 2025</u>				
378 2. Wall units				
379 How many and the location?			<input checked="" type="checkbox"/>	
380 3. Window units	<input checked="" type="checkbox"/>			
381 How many? <u>1 in farm house</u>				
382 4. Wall-mounted split units				
383 How many and the location?			<input checked="" type="checkbox"/>	
384 5. Other				
385 6. None				
386 (B) Are there any areas of the house that are not air conditioned?				
387 If "yes," explain: <u>Mud room</u>				
388 (C) Are you aware of any problems with any item in Section 14? If "yes," explain:		<input checked="" type="checkbox"/>		
389				

390 Seller's Initials FHF Date 4/10/26 SPD Page 7 of 11 Buyer's Initials / Date _____



391 Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the
 392 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

393 **15. ELECTRICAL SYSTEM**

394 (A) Type(s)

- 395 1. Does the electrical system have fuses?
 396 2. Does the electrical system have circuit breakers?
 397 3. Is the electrical system solar powered?
 398 a. If "yes," is it entirely or partially solar powered? _____
 399 b. If "yes," is any part of the system subject to a lease, financing or other agreement? If "yes,"
 400 explain: _____

	Yes	No	Unk	N/A
A1	X			
A2	X			
A3		X		
3a				
3b				
B			X	
C	X			
D		X		

401 (B) What is the system amperage? _____

402 (C) Are you aware of any knob and tube wiring in the Property? _____

403 (D) Are you aware of any problems or repairs needed in the electrical system? If "yes," explain: _____
 404

405 **16. OTHER EQUIPMENT AND APPLIANCES**

406 (A) **THIS SECTION IS INTENDED TO IDENTIFY PROBLEMS OR REPAIRS** and must be completed for each item that
 407 will, or may, be included with the Property. The terms of the Agreement of Sale negotiated between Buyer and Seller will deter-
 408 mine which items, if any, are included in the purchase of the Property. **THE FACT THAT AN ITEM IS LISTED DOES NOT**
 409 **MEAN IT IS INCLUDED IN THE AGREEMENT OF SALE.**

410 (B) Are you aware of any problems or repairs needed to any of the following:

Item	Yes	No	N/A	Item	Yes	No	N/A
A/C window units		X		Pool/spa heater			X
Attic fan(s)		X		Range/oven		X	
Awnings	X			Refrigerator(s)		X	
Carbon monoxide detectors		X		Satellite dish		X	
Ceiling fans		X		Security alarm system			X
Deck(s)		X		Smoke detectors		X	
Dishwasher		X		Sprinkler automatic timer		X	X
Dryer		X		Stand-alone freezer		X	
Electric animal fence			X	Storage shed		X	
Electric garage door opener		X		Trash compactor			X
Garage transmitters			X	Washer		X	
Garbage disposal			X	Whirlpool/tub			X
In-ground lawn sprinklers			X	Other:			
Intercom			X	1.			
Interior fire sprinklers			X	2.			
Keyless entry			X	3.			
Microwave oven		X		4.			
Pool/spa accessories			X	5.			
Pool/spa cover			X	6.			

Handwritten note: - make sure to check this

431 (C) Explain any "yes" answers in Section 16: *Awnings remote not working, but manual works*
 432

433 **17. POOLS, SPAS AND HOT TUBS**

434 (A) Is there a swimming pool on the Property? If "yes,":

- 435 1. Above-ground or in-ground? _____
 436 2. Saltwater or chlorine? _____
 437 3. If heated, what is the heat source? _____
 438 4. Vinyl-lined, fiberglass or concrete-lined? _____
 439 5. What is the depth of the swimming pool? _____
 440 6. Are you aware of any problems with the swimming pool?
 441 7. Are you aware of any problems with any of the swimming pool equipment (cover, filter, ladder,
 442 lighting, pump, etc.)?

	Yes	No	Unk	N/A
A		X		
A1				
A2				
A3				
A4				
A5				
A6				
A7				
B		X		
B1				
B2				

443 (B) Is there a spa or hot tub on the Property?

- 444 1. Are you aware of any problems with the spa or hot tub?
 445 2. Are you aware of any problems with any of the spa or hot tub equipment (steps, lighting, jets,
 446 cover, etc.)?

447 (C) Explain any problems in Section 17: *pool removed + arc blocked*
 448

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450 Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the
451 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

452 **18. WINDOWS**

	Yes	No	Unk	N/A
453 (A) Have any windows or skylights been replaced during your ownership of the Property?		X		
454 (B) Are you aware of any problems with the windows or skylights?		X		

455 Explain any "yes" answers in Section 18. Include the location and extent of any problem(s) and any repair, replacement or
456 remediation efforts, the name of the person or company who did the repairs and the date the work was done:
457 _____

458 **19. LAND/SOILS**

	Yes	No	Unk	N/A
459 (A) Property				
460 1. Are you aware of any fill or expansive soil on the Property?		X		
461 2. Are you aware of any sliding, settling, earth movement, upheaval, subsidence, sinkholes or earth 462 stability problems that have occurred on or affect the Property?		X		
463 3. Are you aware of sewage sludge (other than commercially available fertilizer products) being 464 spread on the Property?		X		
465 4. Have you received written notice of sewage sludge being spread on an adjacent property?		X		
466 5. Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations on 467 the Property?		X		

468 *Note to Buyer: The Property may be subject to mine subsidence damage. Maps of the counties and mines where mine subsidence
469 damage may occur and further information on mine subsidence insurance are available through Department of Environmental
470 Protection Mine Subsidence Insurance Fund, (800) 922-1678 or ra-epmsi@pa.gov.*

471 **(B) Preferential Assessment and Development Rights**

472 Is the Property, or a portion of it, preferentially assessed for tax purposes, or subject to limited devel-
473 opment rights under the:

	Yes	No	Unk	N/A
474 1. Farmland and Forest Land Assessment Act - 72 P.S. §5490.1, et seq. (Clean and Green Program)				
475 2. Open Space Act - 16 P.S. §11941, et seq.				
476 3. Agricultural Area Security Law - 3 P.S. §901, et seq. (Development Rights)				
477 4. Any other law/program: _____				

478 *Note to Buyer: Pennsylvania has enacted the Right to Farm Act (3 P.S. § 951-957) in an effort to limit the circumstances under
479 which agricultural operations may be subject to nuisance suits or ordinances. Buyers are encouraged to investigate whether any
480 agricultural operations covered by the Act operate in the vicinity of the Property.*

481 **(C) Property Rights**

482 Are you aware of the transfer, sale and/or lease of any of the following property rights (by you or a
483 previous owner of the Property):

	Yes	No	Unk	N/A
484 1. Timber		/		
485 2. Coal		/		
486 3. Oil		/		
487 4. Natural gas		/		
488 5. Mineral or other rights (such as farming rights, hunting rights, quarrying rights) Explain: 489 _____		/		

490 *Note to Buyer: Before entering into an agreement of sale, Buyer can investigate the status of these rights by, among other means,
491 engaging legal counsel, obtaining a title examination of unlimited years and searching the official records in the county Office of
492 the Recorder of Deeds, and elsewhere. Buyer is also advised to investigate the terms of any existing leases, as Buyer may be subject
493 to terms of those leases.*

494 Explain any "yes" answers in Section 19: _____
495 _____

496 **20. FLOODING, DRAINAGE AND BOUNDARIES**

	Yes	No	Unk	N/A
497 (A) Flooding/Drainage				
498 1. Is any part of this Property located in a wetlands area?		X		
499 2. Is the Property, or any part of it, designated a Special Flood Hazard Area (SFHA)?		/		
500 3. Do you maintain flood insurance on this Property?		/		
501 4. Are you aware of any past or present drainage or flooding problems affecting the Property?		X		
502 5. Are you aware of any drainage or flooding mitigation on the Property? <i>see code books</i>	X			
503 6. Are you aware of the presence on the Property of any man-made feature that temporarily or per- 504 manently conveys or manages storm water, including any basin, pond, ditch, drain, swale, culvert, 505 pipe or other feature? <i>see 5.</i>	X			
506 7. If "yes," are you responsible for maintaining or repairing that feature which conveys or manages 507 storm water for the Property?		X		

508 Seller's Initials *PHC* / _____ Date *11/10/24* SPD Page 9 of 11 Buyer's Initials _____ / _____ Date _____



509 Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the
510 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

511 Explain any "yes" answers in Section 20(A). Include dates, the location and extent of flooding and the condition of any man-
512 made storm water management features:
513

514 (B) Boundaries

	Yes	No	Unk	N/A
515 1. Are you aware of encroachments, boundary line disputes, or easements affecting the Property?		<input checked="" type="checkbox"/>		
516 2. Is the Property accessed directly (without crossing any other property) by or from a public road?		<input checked="" type="checkbox"/>		
517 3. Can the Property be accessed from a private road or lane?				
518 a. If "yes," is there a written right of way, easement or maintenance agreement?	<input checked="" type="checkbox"/>			
519 b. If "yes," has the right of way, easement or maintenance agreement been recorded?		<input checked="" type="checkbox"/>		
520 4. Are you aware of any shared or common areas (driveways, bridges, docks, walls, etc.) or mainte- 521 nance agreements?	<input checked="" type="checkbox"/>			

522 *Note to Buyer: Most properties have easements running across them for utility services and other reasons. In many cases, the ease-
523 ments do not restrict the ordinary use of the property, and Seller may not be readily aware of them. Buyers may wish to determine
524 the existence of easements and restrictions by examining the property and ordering an Abstract of Title or searching the records in
525 the Office of the Recorder of Deeds for the county before entering into an agreement of sale.*

526 Explain any "yes" answers in Section 20(B): Driveway was paved with permission of
527 previous owner of the property. Owner receds every 2 yrs per
528 agreement

528 21. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

529 (A) Mold and Indoor Air Quality (other than radon)

	Yes	No	Unk	N/A
530 1. Are you aware of any tests for mold, fungi, or indoor air quality in the Property?		<input checked="" type="checkbox"/>		
531 2. Other than general household cleaning, have you taken any efforts to control or remediate mold or 532 mold-like substances in the Property?		<input checked="" type="checkbox"/>		

533 *Note to Buyer: Individuals may be affected differently, or not at all, by mold contamination. If mold contamination or indoor air
534 quality is a concern, buyers are encouraged to engage the services of a qualified professional to do testing. Information on this
535 issue is available from the United States Environmental Protection Agency and may be obtained by contacting IAQ INFO, P.O. Box
536 37133, Washington, D.C. 20013-7133, 1-800-438-4318.*

537 (B) Radon

	Yes	No	Unk	N/A
538 1. Are you aware of any tests for radon gas that have been performed in any buildings on the Property?		<input checked="" type="checkbox"/>		
539 2. If "yes," provide test date and results _____				
540 3. Are you aware of any radon removal system on the Property?		<input checked="" type="checkbox"/>		

541 (C) Lead Paint

542 If the Property was constructed, or if construction began, before 1978, you must disclose any knowl-
543 edge of, and records and reports about, lead-based paint on the Property on a separate disclosure form.

	Yes	No	Unk	N/A
544 1. Are you aware of any lead-based paint or lead-based paint hazards on the Property?		<input checked="" type="checkbox"/>		
545 2. Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on 546 the Property?		<input checked="" type="checkbox"/>		

547 (D) Tanks

	Yes	No	Unk	N/A
548 1. Are you aware of any existing underground tanks? <u>sewerage septic tanks</u>				
549 2. Are you aware of any underground tanks that have been removed or filled?		<input checked="" type="checkbox"/>		

550 (E) Dumping. Has any portion of the Property been used for waste or refuse disposal or storage?
551 If "yes," location: beside the barn

552 (F) Other

	Yes	No	Unk	N/A
553 1. Are you aware of any past or present hazardous substances on the Property (structure or soil) 554 such as, but not limited to, asbestos or polychlorinated biphenyls (PCBs)?		<input checked="" type="checkbox"/>		
555 2. Are you aware of any other hazardous substances or environmental concerns that may affect the 556 Property?		<input checked="" type="checkbox"/>		
557 3. If "yes," have you received written notice regarding such concerns?				
558 4. Are you aware of testing on the Property for any other hazardous substances or environmental 559 concerns?		<input checked="" type="checkbox"/>		

560 Explain any "yes" answers in Section 21. Include test results and the location of the hazardous substance(s) or environmental
561 issue(s):

562 22. MISCELLANEOUS

563 (A) Deeds, Restrictions and Title

	Yes	No	Unk	N/A
564 1. Are there any deed restrictions or restrictive covenants that apply to the Property?		<input checked="" type="checkbox"/>		
565 2. Are you aware of any historic preservation restriction or ordinance or archeological designation 566 associated with the Property?		<input checked="" type="checkbox"/>		

567 Seller's Initials FHY Date 4/10/26 SPD Page 10 of 11 Buyer's Initials / Date _____



368 Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the
369 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

570 3. Are you aware of any reason, including a defect in title or contractual obligation such as an option
571 or right of first refusal, that would prevent you from giving a warranty deed or conveying title to the
572 Property?

	Yes	No	Unk	N/A
A3		X		
B1		X		
B2		X		
B3		X		
C1		X		
C2		X		
D4		X		

573 (B) Financial

574 1. Are you aware of any public improvement, condominium or homeowner association assessments
575 against the Property that remain unpaid or of any violations of zoning, housing, building, safety or
576 fire ordinances or other use restriction ordinances that remain uncorrected?

577 2. Are you aware of any mortgages, judgments, encumbrances, liens, overdue payments on a support
578 obligation, or other debts against this Property or Seller that cannot be satisfied by the proceeds of
579 this sale?

580 3. Are you aware of any insurance claims filed relating to the Property during your ownership?

581 (C) Legal

582 1. Are you aware of any violations of federal, state, or local laws or regulations relating to this Prop-
583 erty?

584 2. Are you aware of any existing or threatened legal action affecting the Property?

585 (D) Additional Material Defects

586 1. Are you aware of any material defects to the Property, dwelling, or fixtures which are not dis-
587 closed elsewhere on this form?

588 *Note to Buyer: A material defect is a problem with a residential real property or any portion of it that would have a significant*
589 *adverse impact on the value of the property or that involves an unreasonable risk to people on the property. The fact that a*
590 *structural element, system or subsystem is at or beyond the end of the normal useful life of such a structural element, system or*
591 *subsystem is not by itself a material defect.*

592 2. After completing this form, if Seller becomes aware of additional information about the Property, including through
593 inspection reports from a buyer, the Seller must update the Seller's Property Disclosure Statement and/or attach the
594 inspection report(s). These inspection reports are for informational purposes only.

595 Explain any "yes" answers in Section 22: _____
596

597 23. ATTACHMENTS

598 (A) The following are part of this Disclosure if checked:

- 599 Seller's Property Disclosure Statement Addendum (PAR Form SDA)
- 600 _____
- 601 _____
- 602 _____

603 The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete to the best
604 of Seller's knowledge. Seller hereby authorizes the Listing Broker to provide this information to prospective buyers of the prop-
605 erty and to other real estate licensees. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMA-
606 TION CONTAINED IN THIS STATEMENT. If any information supplied on this form becomes inaccurate following comple-
607 tion of this form, Seller shall notify Buyer in writing.

608 SELLER Lois A Forbes DATE 4/10/26

609 SELLER _____ DATE _____

610 SELLER _____ DATE _____

611 SELLER _____ DATE _____

612 SELLER _____ DATE _____

613 SELLER _____ DATE _____

614 RECEIPT AND ACKNOWLEDGEMENT BY BUYER

615 The undersigned Buyer acknowledges receipt of this Statement. Buyer acknowledges that this Statement is not a warranty and
616 that, unless stated otherwise in the sales contract, Buyer is purchasing this property in its present condition. It is Buyer's re-
617 sponsibility to satisfy himself or herself as to the condition of the property. Buyer may request that the property be inspected, at
618 Buyer's expense and by qualified professionals, to determine the condition of the structure or its components.

619 BUYER _____ DATE _____

620 BUYER _____ DATE _____

621 BUYER _____ DATE _____



RESIDENTIAL LEAD-BASED PAINT HAZARDS DISCLOSURE FORM

LPD

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

THIS FORM MUST BE COMPLETED FOR ANY PROPERTY BUILT PRIOR TO 1978 - *Farm House & other house*

1 PROPERTY 12591 Shimpstown Rd Meretsburg PA 17236
 2 SELLER Platone H Forbes

LEAD WARNING STATEMENT

4 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such
 5 property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead
 6 poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient,
 7 behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest
 8 in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or
 9 inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for
 10 possible lead-based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE

11 Seller has no knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property.
 12 Seller has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property. (Provide the
 13 basis for determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces, and other
 14 available information concerning Seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards.)
 15

SELLER'S RECORDS/REPORTS

16 Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in or about the Property.
 17 Seller has provided Buyer with all available records and reports regarding lead-based paint and/or lead-based paint hazards in
 18 or about the Property. (List documents): _____
 19
 20

21 Seller certifies that to the best of Seller's knowledge the above statements are true and accurate.

22 SELLER Platone H Forbes DATE 11/10/26
 23 SELLER _____ DATE _____
 24 SELLER _____ DATE _____
 25

BUYER

DATE OF AGREEMENT

BUYER'S ACKNOWLEDGMENT

26
 27
 28 Buyer has received the pamphlet *Protect Your Family from Lead in Your Home* and has read the Lead Warning Statement.
 29 Buyer has reviewed Seller's disclosure of known lead-based paint and/or lead-based paint hazards and has received the records
 30 and reports regarding lead-based paint and/or lead-based paint hazards identified above.
 31 Buyer has (initial one):
 32 received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of
 33 lead-based paint and/or lead-based paint hazards; or
 34 waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based
 35 paint hazards.
 36

37 Buyer certifies that to the best of Buyer's knowledge the statements contained in Buyer's acknowledgement are true and accurate.

38 BUYER _____ DATE _____
 39 BUYER _____ DATE _____
 40 BUYER _____ DATE _____

AGENT ACKNOWLEDGEMENT AND CERTIFICATION

41 Agent/Licensee represents that Agent has informed Seller of Seller's obligations under the Residential Lead-Based-Paint
 42 Hazard Reduction Act, 42 U.S.C. §4852(d), and is aware of Agent's responsibility to ensure compliance.
 43

44 The following have reviewed the information above and certify that the Agent statements are true to the best of their knowledge and belief.
 45 Seller Agent and Buyer Agent must both sign this form.

46 BROKER FOR SELLER (Company Name) Hurley Real Estate and Auctions
 47 LICENSEE Kaleb Hurley DATE _____
 48 BROKER FOR BUYER (Company Name) _____
 49 LICENSEE _____ DATE _____



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10/16



Buying Real Estate at auction is easy and fun. We are dedicated to providing the best possible experience for our buyers.

- Do your homework! Inspect the property and review the information packet. We want you to be comfortable and confident about your purchase.
- What does the term “Reserve” mean? Under a reserve auction, the auctioneer will submit the highest and best bid to the seller. The seller has the right to accept or reject that bid.
- What does the term “Absolute” mean? In an absolute auction, the property will be sold to the last and highest bidder regardless of price.
- 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. Financing information can be found within this packet.
- You will need a down payment as described in the general information section.
- The auction will begin promptly at the scheduled time. You should arrive at least 30 minutes early to register with our staff. You will need your driver’s license or another form of photo ID.
- Listen carefully to all announcements made on the day of the auction. Please ask any questions you may have.
- When the auction actually begins, the auctioneer will ask for bids. He will say numbers until someone in the crowd agrees to offer the amount asked for. For example, the auctioneer may ask for \$250,000 and he may need to come down to \$225,000 until somebody agrees to bid. At this point the auction begins and the bidding begins to go up. The auctioneer will call out the next bid he is looking for. If you are willing to pay that amount, simply raise your hand. There may be several people bidding at first, so don’t be shy—raise your hand. If you feel the auctioneer doesn’t see you, don’t be afraid to wave your hand or call out. Eventually everyone will drop out but one bidder. At this point, if the property reaches an amount approved by the seller, the property will be sold to the high bidder. If it doesn’t reach a price acceptable by the seller, the high bidder may then negotiate with the seller.
- If you are the winning bidder, you will then be declared the purchaser and will be directed how to finalize the sale by signing the sales agreement and paying the 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.



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1. **Cash** (payments of \$10,000 and above require completion of IRS Form 8300).
2. **Certified or Cashier's Check** payable to Hurley Auctions.
3. **Personal Check** accompanied by a **Bank Letter of Guarantee** (see sample below). Letter must read as follows and must be signed by an officer of the bank.
4. **Wire Transfer** | There is a \$30.00 wire fee added to all transactions paid by buyer. Please call our office for additional information.

Example Bank Letter of Guarantee:

Date: (Date of letter)

To: Hurley Real Estate and Auctions
2800 Buchanan Trail East
Greencastle, PA 17225

Re: (Full name of customer requesting Letter of Guarantee)

This letter will serve as your notification that the (Name of Financial Institution) will honor/guarantee payment of any check(s) written by (Customer), up to the amount of \$_____.

Drawn on account # (Customer's account number).

This guarantee will apply only to Hurley Real Estate and Auctions for purchases made on (Date of Sale) only. **NO STOP PAYMENTS WILL BE ISSUED.**

If further information is required, please feel free to contact this office.


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Title
Bank & Location
Office Phone #



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Kaleb Hurley, Agent: PA RS360491; MD 5009812