



BRIAN BURKE
AUCTIONS

LIVE PUBLIC AUCTION
REAL ESTATE, VEHICLE, GARDEN
TRACTORS AND MORE
Saturday, August 24th, 2024
177 Lynn Drive, Springville, PA 18844
(Lake Walter)
Saturday August 24th
9AM Contents Real Estate 11AM



**Ranch home sits on 1 +/-
acres with full basement,
detached two car garage
located off of Lake Walter**



Lake Rights



with G.O.M



HOME FEATURES

- ✓ 3 Bedrooms
- ✓ 2 Bathrooms
- ✓ Dining Room
- ✓ Living Room
- ✓ Kitchen
- ✓ Full Basement
- ✓ Well (2022)
- ✓ Deck
- ✓ Midea Mini Splits



Elk Lake School District, Springville Township, Susquehanna County
Taxes: Property \$837.84 School \$2361.72
**Real Estate Terms: 3% Buyer's Premium/ \$15,000 deposit
due at conclusion of bidding**

OPEN HOUSE
Sunday August 4th 1-2pm
Thursday August 15th 5-6pm

Auction conducted by Brian Burke,
Auctioneer -AU003255L

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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255.07-1.001.02

255.07-1.001.12

255.07-1.001.09

255.07-1.001.06

255.07-1.002.00

255.08-1.003.00

255

SEE 07-1.001.00

LAKEVIEW DR



PROPERTY RECORD CARD: SUSQUEHANNA COUNTY
 (Page 2) As Of 06/19/2024 08:51:33
 Neighborhood: 3907 - Lake Walter
 Zoning.....: -
 Township.....: 39 - SPRINGVILLE TOWNSHIP

NORTON, NEVIN A
 177 LYNN DRIVE
 SPRINGVILLE PA 18844

1 255.07-1,001.06,000.
 TYPE:R -Residential(Under 10 Acres)
 Loc: 177 LYNN DRIVE
 Des: LAKE WALTER LOT 2 SECT 3

MISCELLANEOUS BUILDINGS INFORMATION:

ID#	TYPE	DESC.	SIZE	STY	SQFT	AGE/COND	PRICE	FACTOR	VALUE
001	SHED	CLS FRAME	8 x 10	X 1	80	1993 G	2.00		.000
002	SHED	CLS FRAME	8 x 14	X 1	112	1995 G	2.00		.000



Frontage: Depth: Total Lot SqFt:)
 FF?: (Actual Frontage:)
 Type: Perc:

FAIR MARKET LAND VALUE

ACRES	BASERATE	INDX	SLOPE	PROD	\$/ACRE	VALUE
1.00	10890	2.00			21780	21780
OPEN 1						
OPEN 2						
WOODED						
(acres minerals)				Adjustments	0
DEEDED	1.00				FAIR MARKET LAND TOTAL	21800

TOTAL OUTBUILDING VALUE: 0

General Remarks:

04/26/24 4/24-DEED NORTON CNVYS INT TO SELF.
 02/20/15 6/2000 DEED - TRANSFER TO NORTON
 02/20/15 4/10-ADDR CHG PER TC
 02/20/15 6/10-OIL & GAS LEASE(201008766); 9/12-DE
 02/20/15 D ADDED JOYCE W NORTON,H/W,MARY M NORTON
 02/20/15 DEC'D;

AGRICULTURAL USE LAND VALUE

BASERATE	PRODUCTIVITY	\$/ACRE	VALUE
1.00			
(acres Ineligible)	Adjustments	0
DEEDED	1.00	CLEAN AND GREEN LAND TOTAL	
C&G Enrolled? NO	Ag Sec Area:	Avg Slope:	%

255.07-1,001.06,000.

NORTON, NEVIN A

PROPERTY RECORD CARD: SUSQUEHANNA COUNTY

SPEC ID: R
TIEBACK: CTL:00037168

School: 2 Nbdh: 3907
Part Interest of

177 LYNN DRIVE
SPRINGVILLE PA 18844
LOC: 177 LYNN DRIVE

Fair Market Clean & Green: NO
Land - 21800 L -
Imprv - 75600 I -
Total - 97400 T -
Assessed - 48700 A -

RESIDENTIAL INFORMATION:

Building Descript MODULAR/WHITE/GRAY SHUTTERS
Stories Group.... 1
Dwelling Type.... MANUF
Exterior Walls.... VINYL
Neighborhood Type
Heating Dist..... ELECTRIC
Heating Source....
Total/Bed Rooms.. 6 /
Full/Half Baths.. 1 / 1
Fireplace Count.. 0
Central A/C..... NO
Basement..... 100 %
LOT Type :
Terrain : Unknown
Sewer : Well
Water : Well
Road : Paved
AgScrtly: Sdwelk:
GasAval: SpView:
Histic: WtrFnt:
RailAvl: TreeCv:
MOBILE HOME Class:
Park: S
Size: X Adn:
LIMITING FACTORS:

	SOFT	SOFT
Living A.	1248	EPrch 90
Open/LA..	0	Porch 0
Unfin Liv	0	Garag 624
Lower LA.	0	Carpt 0
Fin Bsmt.	0	Deck. 256
Basement.	1248	Slab. 0
Gar Bsmt.	0	Obldg 0

(% complete)
FINAL RESIDENTIAL VALUE... = 75694
OUTBUILDING VALUE..... = 0
Other Residential () =
Other Commercials () =
Adjustments..... =
TOTAL IMPROVEMENT VALUE... = 75600

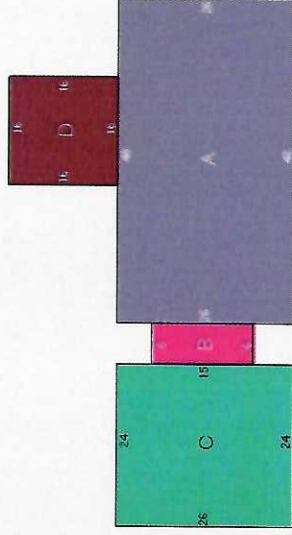
ASSESSED VALUE HISTORY:

DATE	FM LAND	FM IMPRV	FM TOTAL	-- ST	CG LAND	CG IMPRV	CG TOTAL
10/28/2015	10900	37800	48700		0	0	0
11/09/2001	10900	37800	48700				
06/24/1993	10890	37847	48737				

SALES HISTORY:

GRANTEE (BUYER)	INSTRUMENT	DATE	PRICE	ST AN
(Most Recent Purchase - Code:)	Multiple:	Adj Price:		
NORTON, NEVIN A	202402895	04/12/2024	1	
NORTON, NEVIN A & JOYCE W	201211822	09/27/2012	1	
NORTON, NEVIN A	0556-0929	06/01/2000	117500	
MAHONEY JOSEPH E & HELEN M	0485-0095	09/01/1992	95000	

Code (Label) Description
15 (L) 1 story Over Bsmt
E (E) Endlosed Porth
G (G) Garage
D (D) Deck



Susquehanna County
255.07-1,001.06,000.
As of: 04/07/2017
00037168.png

THIS DEED,

Made the 12th day of April, in the year of our Lord two thousand twenty-four (2024).

Between NEVIN A. NORTON, widower,
of 177 Lynn Drive, Springville, Pennsylvania 18844
Grantor,

And NEVIN A. NORTON, widower,
of 177 Lynn Drive, Springville, Pennsylvania 18844
Grantee:

WITNESSETH that in consideration of one (\$1.00) dollars, in hand paid, the receipt whereof is hereby acknowledged, the said grantor hereby grants and conveys to the said grantee, his heirs and assigns:

ALL that certain lot, piece or parcel of land lying and situate in the Township of Springville, County of Susquehanna, and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point for a corner in the Northerly edge of Lynn Drive, being the Southeasterly corner of the herein described premises; thence along Lot #1 of the Walter Subdivision, North 14 degrees 51 minutes 20 seconds East 315.00 feet to a point; thence North 75 degrees 08 minutes 40 seconds West 138.29 feet to a point, said point being the Northeasterly corner of Lot #3 of the Walter Subdivision; thence along the said Lot #3, South 14 degrees 51 minutes 20 seconds West 315.00 feet to a point on the northerly edge of Lynn Drive; thence along the northerly edge of Lynn Drive, South 75 degrees 80 minutes 40 seconds East 138.29 feet to the place of beginning.

BEING Lot 2, Sector 3 of Lake Walter as shown on map recorded September 11, 1975, Map File No. 162.

GRANTOR FURTHER INCLUDES with the foregoing land the right of ingress, egress and regress to and from the main road and said lot over a fifty (50) foot road marked as Lake View Drive on the map of Lake Walter recorded October 13, 1971 to Map File No. 80 and also Lynn Drive and Hill Top Drive of Map Section #3 recorded September 11, 1975 to Map File No. 162. Also boating, fishing and bathing privileges entering Lake at points designated Lot #7 and Lot #53 on map of Lake Walter recorded in Map File No. 80, but the boating privileges on power or motor driven boats is limited to not more than (50) horsepower.

THE FOREGOING RIGHTS of ingress, egress and regress and all the above mentioned rights and privileges are to be used in common with prior Grantor (Walter), his heirs and assigns, present lot owners and future lot purchasers.

UNDER AND SUBJECT, nevertheless, that the foregoing lot and piece of land and buildings erected thereon shall be subject to the following conditions and restrictions:

1. No house trailers shall be allowed on said lot.
2. That any building erected on said lot shall not be used for any commercial purpose nor for any purpose other than dwelling house and private garage.
3. That any building to be erected on said lot shall cost at least \$30,000.00 to construct.
4. Not more than one dwelling house shall be erected on said lot.
5. Each septic tank shall be constructed under and subject to the standards of the Pennsylvania Department of Environmental Resources.

THE GRANTEE, for himself, his heirs and assigns, agrees to and with the prior Grantor (Walter), his heirs and assigns, that said restrictions and conditions shall be covenants running with the land, and that in any deed of conveyance of said premises or any part thereof to any person and persons, said restrictions or conditions shall be incorporated in such deed or deeds of conveyance as fully as the same are contained in this Indenture.

FURTHER SUBJECT TO THE EXCEPTION by prior grantor, Walter, his heirs and assigns, of the right to lay, keep and maintain a line of water pipe running East and West across the North edge of said land for purposes of supplying water to the cottage owners around said Lake. Also subject to the exception and reservation of rights of ingress, egress and regress along pipe for said purposes. Grantor grants and conveys to Grantee, his heirs and assigns, right to take water from said pipe to his cottage in common with prior Grantor (Walter), his heirs and assigns, on condition he pays his proportionate share of expenses maintaining pipe, and pump and cost of pumping said water. This conveyance shall include one (1) share in the water system.

ALSO SUBJECT TO THE EXCEPTION AND RESERVATION by prior grantor (Walter), his heirs and assigns, of the right to construct, maintain and operate an electric line consisting of underground wire across the North side of land hereby conveyed along the line as shown on the map of Lake Walter, Section 3, Lot 10, heretofore referred to.

The within conveyed premises are under and subject to the rights of ways of any public highways and public utilities which may be over and across the same.

BEING the same premises conveyed by deed of Nevin A. Norton and Joyce W. Norton to Nevin A. Norton and Joyce W. Norton dated September 24, 2012 and recorded as Susquehanna County Instrument Number 201211822. Joyce W. Norton died March 24, 2024, thereby vesting title solely in Nevin A. Norton as the surviving tenant of the tenancy by the entireties.

GRANTING AND CONVEYING unto the Grantee, his heirs and/or assigns, all right, title and interest in and to all oil, gas and mineral rights for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals, and storing, handling, transporting and marketing the same therefrom, with the right to remove property and improvements.

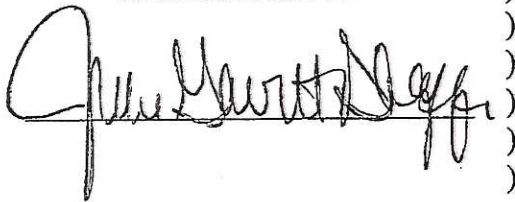
FURTHER GRANTING AND CONVEYING to the Grantee, his heirs and assigns, all right, title and interest now existing in any oil, gas and/or mineral lease of record heretofore executed and that the Grantee, his heirs and assigns shall receive all interest to all future leases, including but not limited to all bonuses, rents, royalties and other benefits which may accrue under the terms of said lease insofar as it covers the above described land from and after the date hereof.

AND BEING a transfer from grantor to himself to establish his sole ownership at the death of his spouse, no realty transfer taxes are due hereon under provisions of 72 P.S.. 8102-C.3.(6).

AND the said grantor hereby covenants and agrees that he will warrant specially the property hereby conveyed.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered)
in the Presence of)

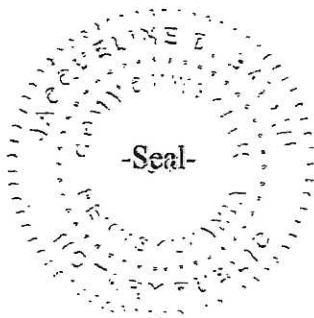
)
)
)
)
)
)

 (Seal)
Nevin A. Norton

COMMONWEALTH OF PENNSYLVANIA)
) §
COUNTY OF SULLIVAN)

On this, the 12th day of April, 2024, before me, the undersigned officer, personally appeared NEVIN A. NORTON, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he executed same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Jacqueline D. Battin
Notary Public

Commonwealth of Pennsylvania - Notary Seal
Jacqueline D. Battin, Notary Public
Sullivan County
My commission expires June 27, 2026
Commission number 1008001
Member, Pennsylvania Association of Notaries

I do hereby certify that the precise residence and complete post office address of the within named grantee is:

177 Lynn Drive
Springville, Pennsylvania 18844

Julie Gavitt Shaffer
Attorney for Grantee
No Title Work Requested

Document Prepared By:

Julie Gavitt Shaffer, Attorney At Law
P.O. Box 549, Dushore, Pennsylvania 18614
(570) 928-9166

SELLER'S PROPERTY DISCLOSURE STATEMENT

Property address: 177 Lynn Drive
Springville, PA 18844

Seller: Nevin A. Norton

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: _____

(2) Occupancy

(A) Do you, the seller, currently occupy this property? Yes No

If "no," when did you last occupy the property? _____

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

(3) Roof.

(A) Date roof was installed: 2007

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

2016 new cap on house & garage

(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-Dry System installed

(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 aware of any problem with the use or operation of the windows? Yes No

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

(F) Has there ever been fire damage to the property?
 yes no unknown

(7) Additions/remodeling.

(A) Have you made any additions, structural changes or other alterations to the property? Yes No

If "Yes", please describe: _____

(B) Did you obtain all necessary permits and approvals and was all work in compliance with building codes?

yes no unknown

(C) Did any former owners of the Property make any additions, structural changes or other alterations to the Property?

yes no unknown

If "Yes", to the best of your knowledge did they obtain all necessary permits and approvals, and was all work in compliance with building codes?

yes no unknown

(8) Water and sewage.

(A) What is the source of your drinking water?

public community system
 well on property other

If "other," please explain: Well installed installed 10/2022

(B) If your drinking water source is not public:

when was your water last tested? 10/2022

what was the result of the test? good
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? 2022

(G) Is either the water or sewage system shared? Yes No

If "yes," please explain: _____

(H) Are you aware of any leaks, backups or other problems relating to any of the plumbing, water and sewage-related items? Yes No

If "yes," please explain: _____

(9) Plumbing system.

(A) Type of plumbing:

copper galvanized lead
 PVC unknown other

If "other," please explain: _____

(B) Are you aware of any problems with any of your plumbing fixtures (including, but not limited to: kitchen, laundry or bathroom fixtures, wet bars, hot water heater, etc.)?

___ Yes No

If "yes," please explain: _____

(10) Heating and air conditioning.

(A) Type of air conditioning: central electric
2 mini splits
___ central gas wall ___ none

Number of window units included in sale: _____

Location: Kitchen/dining room & bedroom

(B) List any areas of the house that are not air conditioned: _____

(C) Type of heating: electric ___ fuel oil
___ natural gas other 2 mini splits (heat pump)

If "other," please explain: _____

(D) List any areas of the house that are not heated: _____

(E) Type of water heating: electric ___ gas
___ solar ___ other

If "other," please explain: _____

(F) If there are fireplaces in the Property, are they operational? ___ Yes No

(G) Are you aware of any underground fuel tanks on the property? ___ Yes No

If yes, please describe: _____

(H) Are you aware of any problems with any item in this section? ___ Yes No

If yes, please explain: _____

(11) Electrical system.

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

If yes, please explain: _____

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

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

(B) Smoke detectors How many? _____

Location: living room, basement, hallway

(C) Security alarm system
 owned leased

Lease information: _____

(D) Lawn sprinkler
Number _____ Automatic timer _____

In working order? Yes No

(E) Swimming pool Pool heater Spa/hot tub

List all pool/spa equipment: _____

(F) Refrigerator Range Microwave Oven

Dishwasher Trash Compactor

Garbage Disposal

(G) Washer Dryer

(H) Intercom

(I) Ceiling Fans _____ Number

Location: _____

(J) Other: _____

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

yes no unknown

If yes, please explain: _____

(13) Land (soils, drainage and boundaries).

(A) Are you aware of any fill or expansive soil on the property? Yes No

(B) Are you aware of any sliding, settling, earth movement, upheaval, subsidence or earth stability problems that have occurred on or that affect the property? Yes No

NOTE TO BUYER: YOUR PROPERTY MAY BE SUBJECT TO MINE SUBSIDENCE DAMAGE. MAPS OF THE COUNTIES AND MINES WHERE MINE SUBSIDENCE DAMAGE MAY OCCUR AND MINE SUBSIDENCE INSURANCE ARE AVAILABLE THROUGH:

DEPARTMENT OF ENVIRONMENTAL PROTECTION
MINE SUBSIDENCE INSURANCE FUND
3913 WASHINGTON ROAD
MCMURRAY, PA 15317

724/941-7100

(C) Are you aware of any existing or proposed mining, strip mining or any other excavations that might affect this property? Yes No

(D) To your knowledge, is this property, or part of it, located in a flood zone or wetlands area? Yes No

(E) Do you know of any past or present drainage or flooding problems affecting the property or adjacent properties? Yes No

(F) Do you know of any encroachments, boundary line disputes or easements? Yes No

NOTE TO BUYER: Most properties have easements running across them for utility services and other reasons. In many cases, the easements do not restrict the ordinary use of the property, and the seller may not be readily aware of them. Buyers may wish to determine the existence of easements and restrictions by examining the property and ordering an abstract of title or searching the records in the Office of the Recorder of Deeds for the county before entering into an agreement of sale.

(G) Are you aware of any shared or common areas (for example, driveways, bridges, docks, walls, etc.) or maintenance agreements? Yes No

Explain any yes answers that you give in this section: _____

(H) Do you have an existing survey of the Property? Yes No

If yes, has the survey been made available to the Listing Real Estate Broker? Yes No

(I) Does the Property abut a public road? Yes No

If not, is there a recorded right-of-way and maintenance agreement to a public road?

____ Yes ____ No

(14) Hazardous substances.

(A) Are you aware of any underground tanks or hazardous substances present on the property (structure or soil), including, but not limited to, asbestos, polychlorinated biphenyls (PCBs), radon, lead paint, urea-formaldehyde foam insulation (UFFI), etc.?

____ Yes No

(B) To your knowledge, has the property been tested for any hazardous substances?

____ Yes No

(C) Do you know of any other environmental concerns that might impact upon the property?

____ Yes No

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

(D) Lead-based Paint Hazard Reduction Act.

(1) Was this house constructed prior to 1978?

____ yes no ____ unknown

(2) Is Seller aware of the presence of any lead-based paint hazards In the Property?

____ Yes No

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

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

(A) Type:

____ condominium ____ cooperative
 homeowners association ____ other

If "other," please explain: _____

*NOTICE REGARDING CONDOMINIUMS AND COOPERATIVES:

ACCORDING TO SECTION 3407 OF THE UNIFORM CONDOMINIUM ACT (68 PA.C.S. § 3407 (RELATING TO 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 Neven A. Nordin DATE 6/5/24

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.

Name and Capacity/Title of person signing plus include documentation

Date

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 Nevin Norton property is selling in its “AS IS” condition is situated at
177 Lynn Drive the City of Springville, County of Susquehanna and State of Pennsylvania,

Instrument Number 202402895, 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 (October 23, 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 177 Lynn Drive, Springville, PA 18844, County of Susquehanna.

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)