



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 Saturday November 16th 2024, 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 William J & Frances G Heim. The property is selling in its "AS IS" condition is situated at 1139 Country Club Road the City of South Abington, County of Lackawanna and State of Pennsylvania, Deed Book 889, Page 771, 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 (\$35,000) Thirty-five Thousand Dollars toward the purchase price under this agreement. Said deposit shall be held by Brian Burke, hereinafter referred to as ("The Auctioneer") in his escrow account.
2. The balance of the purchase price shall be paid in cash at the time of final settlement and delivery of the deed which shall take place on or before 60 days (January 15, 2025) 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 1139 Country Club Road, South Abington, PA 18411, County of Lackawanna.
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 DO NOT 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)

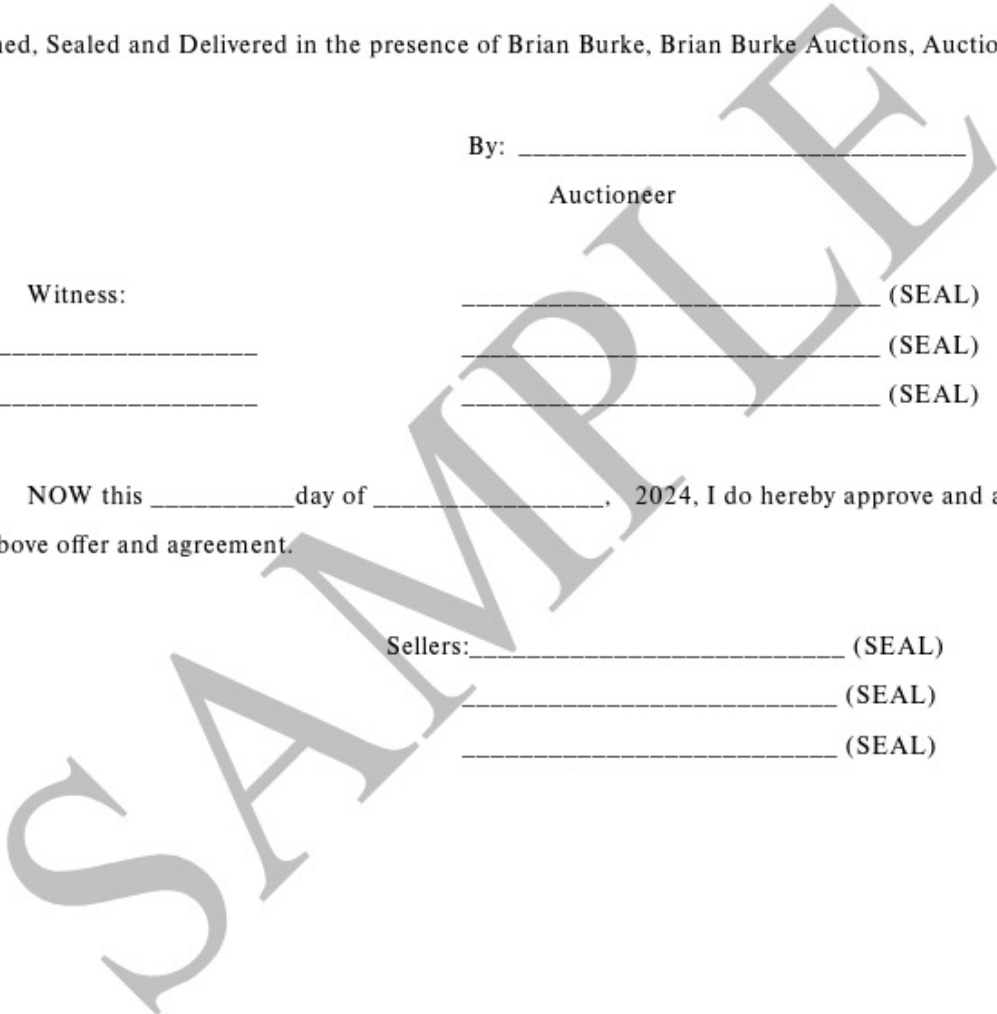
_____ (SEAL)

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

Sellers: _____ (SEAL)

_____ (SEAL)

_____ (SEAL)





SELLER'S PROPERTY DISCLOSURE STATEMENT

Property address: 1139 Country Club Road
South Abington Township, PA 18411

Seller: William J and France C Heim

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? 09/06/2023

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

(3) Roof.

(A) Date roof was installed: 08/2012

Documented? Yes No Unknown

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

If "yes," were the existing shingles removed?

Yes No Unknown

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

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



Explain any "yes" answers that you give in this section: Roof installed 8/2012 Repaired before 1998, Leaked prior to 8/2012

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

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

yes no unknown

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

Yes No

If "yes," describe in detail: Sump pump in basement

(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:

Basement gets damp during summer run dehumidifiers Contractor diverted water coming down in front of the house through drain & piping that runs around the house

and back down through the back yard completed in 2002

(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: Repaired in 2005 nothing since

(6) Structural items.

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

Yes No

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

Yes No

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

Yes No



(D) Have there been any repairs or other attempts to remedy or control the cause or effect of any defects or conditions described above? Yes No

(E) Are you are aware of any problem with the use or operation of the windows? Yes No

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

Retaining wall has shifted over the years

(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: 3 additions 1- 1979 2- 1990 3- 2002

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

yes no unknown

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

yes no unknown

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

yes no unknown

(8) Water and sewage.

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

public community system
 well on property other

If "other," please explain: _____

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

when was your water last tested? _____



what was the result of the test? _____
Is the pumping system in working order?

yes no

If "no," please explain: _____

(C) Do you have a softener, filter or other purification system? Yes No

yes no

If "yes," is the system: leased owned

(D) What is the type of sewage system?

public sewer private sewer

septic tank cesspool other

If "other," please explain: _____

NOTE TO SELLER AND BUYER: If this Property is NOT serviced by a community sewage system, The Pennsylvania Sewage Facilities Act requires disclosure of this fact and compliance with provisions of the Act. A Sewage Facilities Disclosure Rider should be attached to any Agreement of Sale and Purchase.

(E) Is there a sewage pump? Yes No

If "yes," is it in working order? Yes No

(F) When was the septic system or cesspool last serviced? ²⁰²⁰ _____

(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: _____