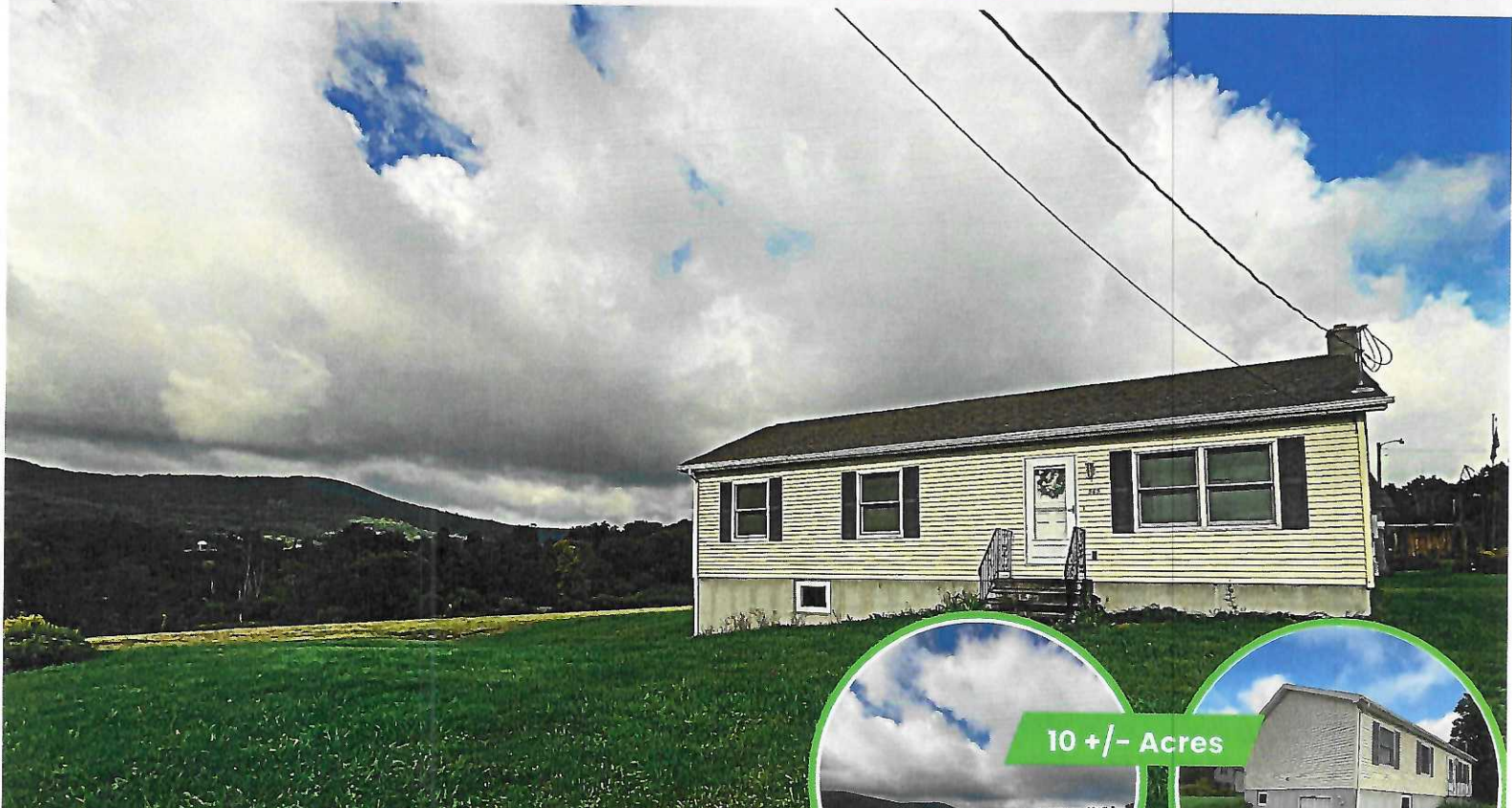




BRIAN BURKE
AUCTIONS

**LIVE REAL ESTATE, EQUIPMENT,
VEHICLES & CONTENTS AUCTION**
Saturday October 19th, 2024
3565 Marcy Hill Road, Towanda, PA
Contents at 9:30AM &
Real Estate offered at 12 Noon



**Modular Home with Superior Wall
basement, 200 amp service, Pex
tube plumbing, Harman Wood
Stove. 3 Outbuildings & Leanto**



10 +/- Acres



3 Outbuildings



HOME FEATURES

- ✓ 3 Bedrooms
- ✓ 2 Bathrooms
- ✓ Dining Area
- ✓ Living Room
- ✓ Eat In Kitchen
- ✓ Basement
- ✓ Outbuildings
- ✓ Deck
- ✓ Harman Wood Stove

**Towanda Area School District
Asylum Township, Bradford County, PA**
Real Estate Terms: 3% Buyer's Premium/ \$15,000 deposit
due at conclusion of bidding
This property contains the original farm house.
Please note: 14 +/- acres are being sold privately.

OPEN HOUSE

**Sunday October 6th 12-2pm &
Friday October 11th 3:30-5pm**



Auction conducted by Brian Burke,
Auctioneer -AU003255L

www.BrianBurkeAuctions.com

570-767-2278 or
Info@BrianBurkeAuctions.com

LIVE PUBLIC AUCTION

Saturday October 19th, 2024

Contents 9:30 AM Real Estate 12 Noon

3565 Marcy Hill Rd, Towanda, PA 18848

LIVE REAL ESTATE EQUIPMENT, VEHICLES & CONTENTS AUCTION

Saturday October 19th 2024 9:30AM

Real estate to be offered at 12 Noon

Real Estate Open house:

Sunday October 6th 12-2pm & Friday October 11th 3:30-5pm

3565 Marcy Hill Road, Towanda, PA 18848.

Modular with Superior Wall Basement. Ready to be finished. 3 Bedroom, 2 Bathrooms, Eat in Kitchen, Living Room, 200-amp service, Electric Hot Water Heater, Newer Water Tank, Pex plumbing, Electric baseboard heat, Harman Wood Stove, Stainless steel Frigidaire Side by Side Refrigerator, Electric Stove, Frigidaire dishwasher, Walk in Basement

Original Farmhouse, with 3 out buildings & lean-to

3544 Marcy Hill Road, Towanda, PA 18848.

Double-Wide on Pillars 2 Bedroom, 1 bathroom, Kitchen, Living Room, Electric Baseboard Heat, Shenandoah Heater Wood Stove, Frigidaire Refrigerator, Whirlpool Electric Stove
20'x30' 1 Car Garage on Concrete Slab

Contents/Equipment/Vehicles

John Deere 430 Diesel Tractor with Bucket, Snow Blower/Snow Blade, Honda ATC 110

3-Wheeler, Craftsman YT4000 Lawnmower,

Craftsman 6000W Generator, Honda 450 Motorcycle, 4.5 HP Air Compressor, P&H Harnischfeger DC ARC Welder on trailer, chainsaws, Craftsman Walk Behind Weed Wacker, Hand Tools,

Battery Chargers, Chain Hoists, Vise, Caribou Snow Machine,

P&H AC/DC ARC Welder, Craftsman 6 hp Air Compressor, Anvil,

John Deere 450 Crawler/Loader, CAT D40 Dozer, Large Antique Upright Drill Press, Horizontal Metal Band Saw, Craftsman Tool Box,

Pipe Vise, Multiple Generators, Craftsman 5.5 HP Rototiller, Push Mower, Sentinel 12hp 39" cut Lawn Mower, Craftsman 19.5hp 46" cut Lawn Mower, Craftsman 19.5hp 42" cut Lawn Mower,

Craftsman 35-230 ARC Welder, Torpedo Heater and more

1990 Jeep Grand Wagoneer 5.9 L V8 Automatic 4X4 70,812 Miles

1987 Dodge LE250 Power Wagon 5.2 L V8 Automatic 58,249 miles

1997 Ford Windstar 3.8L V6 Automatic 69,809 miles

Jeep J10 360 Automatic 57,429 miles

Household Contents

Living Room Suite, Bedroom Suite, 2 Twin beds, Dresser, Chest of Drawers, Mahogany Hall Tree, Table with 4 Chairs, And More



BRIAN BURKE
AUCTIONS

Real Estate Terms: 3% Buyer's Premium/ \$15,000 deposit due at conclusion of bidding per property

General Terms: Buyer's Premium for cash or good check - 10%, 3% convenience fee for credit card, Interest 15%

Auction conducted by Brian Burke,
Auctioneer -AU003255L

www.BrianBurkeAuctions.com

570-767-2278 or
Info@BrianBurkeAuctions.com



PRIVATE SALE

3565 Marcy Hill Road

3544 Marcy Hill Road Parcel 1

3544 Marcy Hill Road Parcel 2



3565 MARCY HILL RD

Location 3565 MARCY HILL RD

City, State, Zip TOWANDA, PA 18848

DMPT 04/ 112.00/ 030/001 000/

Acct# 0411200030001000

Owner MICHALSKI LAWRENCE

Clean & Green Total \$58,100

Appraisal \$145,182

PID 4626

Building Count 2

Description HOUSE, MODULAR & OB'S

Current Value

| Appraisal | | | | | | | |
|----------------|----------|----------------|--------------|----------|-----------|--|--|
| Valuation Year | Building | Extra Features | Outbuildings | Land | Total | | |
| 2022 | \$93,400 | \$0 | \$2,766 | \$49,016 | \$145,182 | | |

| Assessment | | | | | | | |
|----------------|----------|----------------|--------------|----------|-----------|--------------------|---------------------|
| Valuation Year | Building | Extra Features | Outbuildings | Land | Total | Clean & Green Land | Clean & Green Total |
| 2022 | \$46,700 | \$0 | \$1,400 | \$49,016 | \$145,182 | \$10,000 | \$58,100 |

Owner of Record

Owner MICHALSKI LAWRENCE
Co-Owner
Address 3565 MARCY HILL ROAD
 TOWANDA, PA 18848

Sale Price \$75,000
Book & Page 0068/0607
Sale Date 10/19/1987

Ownership History

| Ownership History | | | |
|-------------------|------------|-------------|------------|
| Owner | Sale Price | Book & Page | Sale Date |
| GIRVEN DONALD | \$0 | 000000/0000 | 01/01/1701 |

Building Information

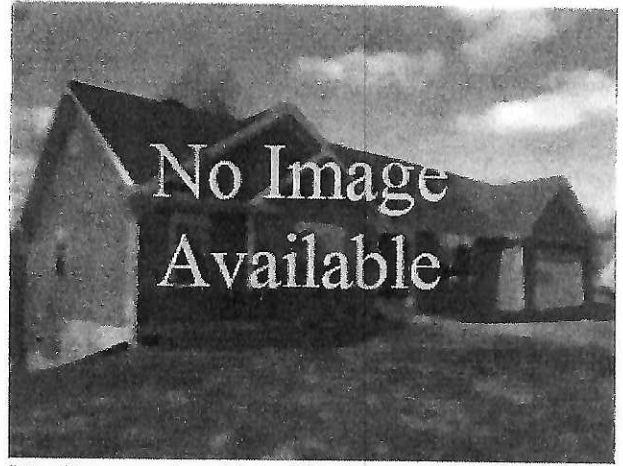
Building 1 : Section 1

Year Built: 1881

| Building Attributes | |
|---------------------|-------------|
| Field | Description |
| | |

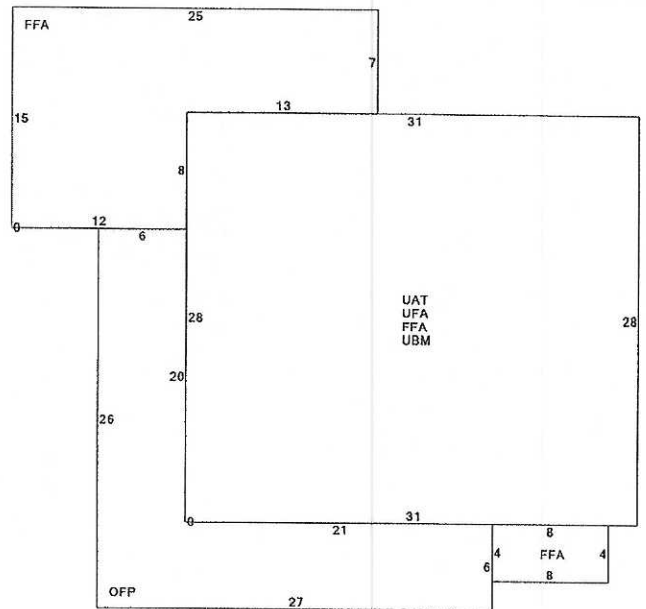
| | |
|--------------------|----------------|
| Style: | Conventional |
| Model | Residential |
| Quality: | C /AVERAGE |
| Stories | 2 |
| Foundation | Stone |
| Exterior Wall 1 | Wood Frame |
| Exterior Wall 2 | |
| Occupancy | Single Family |
| Roof Cover | Asphalt Shingl |
| Interior Wall 1 | Plaster |
| Interior Wall 2 | |
| Interior Flr 1 | Carpet |
| Interior Flr 2 | Softwood |
| Heat Fuel | Oil |
| Heat Type: | Warm-Air |
| Heat System | Central |
| Total Bedrooms | 04 |
| Total Bthrms: | 1 |
| Total Half Baths: | 0 |
| Total Xtra Fixtrs: | |
| Total Rooms | 9 |
| MH Color | |
| Kitchen Style | |
| Attic % Fin | 0 |
| Bsmf % Fin | 0 |
| Fireplaces | None |
| District | Asylum Twp |
| Amenity | |
| Bsmt Gar. | |
| Att Gar. | |
| Num Park | |
| MH Length | |
| MH Width | |
| MH Condition | |
| MH Park | |
| MH Make | |
| Fndtn Cndtn | |
| Basement | |
| Usrflid 706 | |

Building Photo



(<https://images.vgsi.com/photos2/BradfordCountyPAPhotos//default.jpg>)

Building Layout



([ParcelSketch.ashx?pid=4626&bid=4626](#))

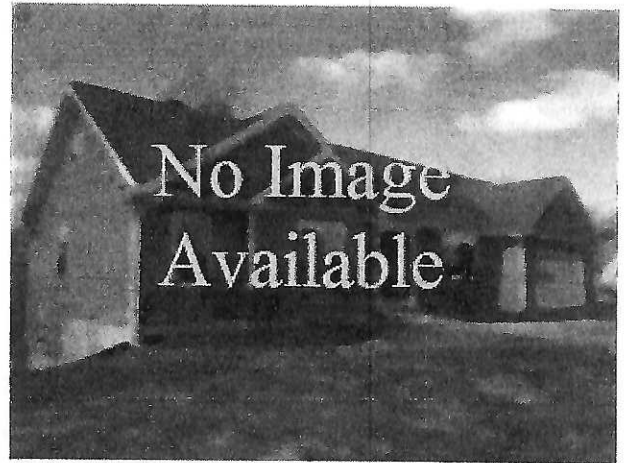
| Building Sub-Areas (sq ft) | | | |
|----------------------------|----------------------|------------|-------------|
| Code | Description | Gross Area | Living Area |
| FFA | First Floor Area | 1,171 | 1,171 |
| UFA | Upper Floor Area | 868 | 868 |
| OFF | Open FR Porch | 282 | 0 |
| UAT | Attic, Unfinished | 868 | 0 |
| UBM | Basement, Unfinished | 868 | 0 |
| | | 4,057 | 2,039 |

Building 2 : Section 1

Year Built: 2010

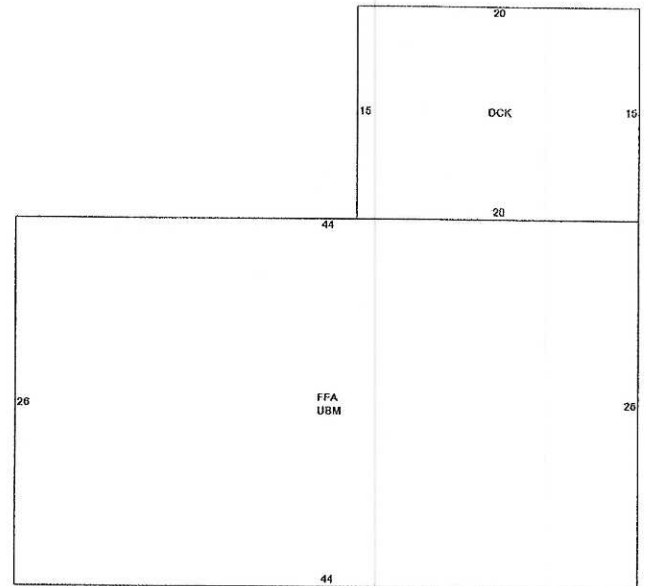
| Building Attributes : Bldg 2 of 2 | |
|-----------------------------------|----------------|
| Field | Description |
| Style: | Modular |
| Model | Residential |
| Quality: | D+ |
| Stories | 1 |
| Foundation | 01 |
| Exterior Wall 1 | Alum/Vinyl |
| Exterior Wall 2 | |
| Occupancy | Single Family |
| Roof Cover | Asphalt Shingl |
| Interior Wall 1 | Drywall |
| Interior Wall 2 | |
| Interior Flr 1 | Carpet |
| Interior Flr 2 | Other |
| Heat Fuel | Electric |
| Heat Type: | Electric |
| Heat System | Non-Central |
| Total Bedrooms | 03 |
| Total Bthrms: | 2 |
| Total Half Baths: | 0 |
| Total Xtra Fixtrs: | 0 |
| Total Rooms | 5 |
| MH Color | |
| Kitchen Style | |
| Attic % Fin | |
| Bsmt % Fin | |
| Fireplaces | 01 |
| District | Asylum Twp |
| Amenity | |
| Bsmt Gar. | |
| Att Gar. | |
| Num Park | |
| MH Length | |
| MH Width | |
| MH Condition | |
| MH Park | |
| MH Make | |

Building Photo



(<https://images.vgsi.com/photos2/BradfordCountyPAPhotos/default.jpg>)

Building Layout



([ParcelSketch.aspx?pid=4626&bid=55470](#))

| Building Sub-Areas (sq ft) | | | |
|----------------------------|----------------------|------------|-------------|
| Code | Description | Gross Area | Living Area |
| FFA | First Floor Area | 1,144 | 1,144 |
| DCK | Deck | 300 | 0 |
| UBM | Basement, Unfinished | 1,144 | 0 |
| | | 2,588 | 1,144 |

| | |
|-------------|--|
| Fndtn Cndtn | |
| Basement | |
| Usrflid 706 | |

Extra Features

| Extra Features | Legend |
|----------------------------|--------|
| No Data for Extra Features | |

Land

Land Use

Use Code 5010
 Description FARM - CROP
 Zone
 Neighborhood 04
 Alt Land Appr Yes
 Category

Land Line Valuation

Size (Acres) 24.48
 Frontage 0
 Depth 0
 Assessed Value \$49,016
 Clean & Green Value \$10,000
 Clean & Green AC 23.48
 Appraised Value \$49,016

lblndfront

Outbuildings

| Outbuildings | | | | | | Legend |
|--------------|----------------|----------|-----------------|-----------|---------|---------|
| Code | Description | Sub Code | Sub Description | Size | Value | Comment |
| AX19 | IMPLEMENT SHED | N | No Exemption | 572.00 SF | \$0 | B#01 |
| AX04 | SHED 1STY | N | No Exemption | 560.00 SF | \$1,185 | B#02 |
| AX04 | SHED 1STY | N | No Exemption | 800.00 SF | \$1,581 | B#03 |
| AX04 | SHED 1STY | N | No Exemption | 450.00 SF | \$0 | B#04 |

Valuation History

| Appraisal | | | | | |
|----------------|----------|----------------|--------------|----------|-----------|
| Valuation Year | Building | Extra Features | Outbuildings | Land | Total |
| 2023 | \$93,400 | \$0 | \$2,766 | \$49,016 | \$145,182 |
| 2022 | \$93,400 | \$0 | \$2,766 | \$49,016 | \$145,182 |
| 2021 | \$93,400 | \$0 | \$2,766 | \$49,016 | \$145,182 |

| Assessment | | | | | | | |
|----------------|----------|----------------|--------------|----------|-----------|--------------------|---------------------|
| Valuation Year | Building | Extra Features | Outbuildings | Land | Total | Clean & Green Land | Clean & Green Total |
| 2023 | \$46,700 | \$0 | \$1,400 | \$49,016 | \$145,182 | \$10,000 | \$58,100 |
| 2022 | \$46,700 | \$0 | \$1,400 | \$49,016 | \$145,182 | \$10,000 | \$58,100 |
| 2021 | \$46,700 | \$0 | \$1,400 | \$49,016 | \$145,182 | \$10,000 | \$58,100 |

#4-9-1 portion of

This Deed,

BRADFORD COUNTY
 OCT 19 1987
 CHARLEY ROCKEFELLER
 RECORDER
 TIME 12:38 PM
 In the year of our

Made the 19th day of October
 Lord one thousand nine hundred and Eighty-seven (1987)

Between DONALD GIRVEN and PATRICIA GIRVEN, his wife, of R. D. #4,
 Box 220, Towanda, Pennsylvania 18848 ----- GRANTORS

AND

LAWRENCE MICHALSKI, of R. D. #4, Towanda, Pennsylvania 18848 --- GRANTEE

Asylum Twp & Twp. Donal Girven
 COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF REVENUE
 REALTY TRANSFER TAX
 DECLARED VALUE 75,000
 TAX @ 1% 750
 TAX PAID 750
 OCT 36 '87
 750.00
 PB. 11354
 Charley Rockefeller
 Recorder of Deeds of Bradford County

Witnesseth, that in consideration of Seventy-five Thousand (\$75,000.00) --
 ----- Dollars,
 in hand paid, the receipt whereof is hereby acknowledged; the Grantors do
 hereby grant and convey to the said Grantee his Heirs and Assigns.

All that certain lot, piece or parcel of land lying and
 being in the Township of Asylum, County of Bradford and Common-
 wealth of Pennsylvania, bounded and described as follows:

BEGINNING at a found pipe at a fence corner, said found pipe
 being in the easterly line of lands of J. W. Bride and said found
 pipe marking the northwesterly corner of the lands about to be
 described; thence from said point of beginning, along a stone
 wall and fence, South 59° 00' 15" East 667.91 feet to a set pin
 located near the westerly right of way line of L. R. 08019;
 thence South 59° 00' 15" East 60.0 feet crossing over the
 westerly right of way line of said road to a point in the center
 line of said road; thence along the center line of L. R. 08019,
 the following three courses and distances: (1) South 28° 09' 07"
 West 457.56 feet to a point; (2) South 29° 54' 54" West 288.78
 feet to a point; and (3) South 33° 35' 52" West 517.19 feet to a
 point in the center line of said road over a pipe culvert; thence
 leaving said road and continuing along the center of Bennetts

East 824.16 feet to a found pipe at a fence corner, being the point and place of beginning.

CONTAINING 24.48 acres, more or less, and designated as Lot No. 1 on survey prepared by Mark O. Shaylor, Registered Surveyor, dated September 4, 1987 and bearing Drawing Number 3187.

BEING a portion of the lands conveyed by Ernest H. Fitzherbert to Donald Girven and Patricia Girven, his wife, by deed dated May 19, 1984 and recorded May 25, 1984, in Bradford County Deed Book 695, Page 428.

The above lands are conveyed UNDER AND SUBJECT to set back lines of 16.5 feet from right of way line of L. R. 08019 and 10 feet from side and rear lot lines.

And the said Grantor s Will Warrant Generally

the property hereby conveyed .

In Witness Whereof, the Grantor s ha ve hereunto set their hands and seal s the day and year first above written.

Signed, Sealed and Delivered in the presence of

R. Murphy

Donald J. Girven
Donald Girven

Patricia Girven
Patricia Girven

Seal
Seal
Seal
Seal
Seal
Seal
Seal
Seal
Seal
Seal

Commonwealth of Pennsylvania
County of BRADFORD

ss.

On this, the 19th day of October A. D. 19 87 , before me a Notary Public the undersigned Officer, personally appeared Donald Girven and Patricia Girven, his wife known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

State of

County of

} ss

On this, the
appeared

day of

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

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

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

Title of Officer

I Hereby Certify, that the precise residence of the Grantee is

R. D. #4 Boy 219A
Towanda, Pa. 18848

Attorney for

REC'D BRADFORD CO.
REGISTERED CLERK

OCT 19 12 38 PM '87

BRADFORD COUNTY
OCT 19 1987
SHIRLEY
TIME 12:38 pm

Warranty Deed

Act 1909

From

Donald Girven et ux

To

Lawrence Michalski

1350
750-
750-

M. D.

20771

SELLER'S PROPERTY DISCLOSURE STATEMENT

Property address: 3565 Mercy Hill Rd.
Towanda, PA 18848

Seller: Christopher Michalski

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: _____

Documented? Yes No Unknown

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

If "yes," were the existing shingles removed?

Yes No Unknown

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

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

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

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

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

_____ yes _____ no _____ unknown

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

_____ Yes _____ No

If "yes," describe in detail: _____

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

_____ Yes _____ No

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

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

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

_____ Yes _____ No

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

_____ Yes _____ No

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

_____ Yes _____ No

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

_____ Yes _____ No

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

(6) Structural items.

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

_____ Yes _____ No

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

_____ Yes _____ No

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

_____ Yes _____ No

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

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

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

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

(7) Additions/remodeling.

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

If "Yes", please describe: _____

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

yes no unknown

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

yes no unknown

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

yes no unknown

(8) Water and sewage.

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

public community system
 well on property other

If "other," please explain: _____

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

when was your water last tested? _____

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

_____ yes _____ no

If "no," please explain: _____

(C) Do you have a softener, filter or other purification system?

_____ Yes _____ No

_____ yes _____ no

If "yes," is the system: _____ leased _____ owned

(D) What is the type of sewage system?

_____ public sewer _____ private sewer

_____ septic tank _____ cesspool _____ other

If "other," please explain: _____

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

(E) Is there a sewage pump?

_____ Yes _____ No

If "yes," is it in working order?

_____ Yes _____ No

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

(G) Is either the water or sewage system shared?

_____ Yes _____ No

If "yes," please explain: _____

(H) Are you aware of any leaks, backups or other problems relating to any of the plumbing, water and sewage-related items?

_____ Yes _____ No

If "yes," please explain: _____

(9) Plumbing system.

(A) Type of plumbing:

_____ copper _____ galvanized _____ lead
_____ PVC _____ unknown _____ other

If "other," please explain: _____

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

____ Yes ____ No

If "yes," please explain: _____

(10) Heating and air conditioning.

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

Number of window units included in sale: _____

Location: _____

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

(C) Type of heating: ____ electric ____ fuel oil
____ natural gas ____ other

If "other," please explain: _____

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

(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: _____
Are they in working order? _____ Yes _____ No

(B) _____ Smoke detectors How many? _____

Location: _____

(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 _____ DATE _____

SELLER _____ DATE _____

SELLER _____ DATE _____

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

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

[Signature] / Executor 9/13/2024
Name and Capacity/Title of person Date
signing plus include documentation

CORPORATE LISTING

The Undersigned has never occupied the property. Any information contained in this Disclosure Statement was obtained from Third Party sources and Buyer should satisfy himself or herself as to the condition of the Property.

Name and Capacity/Title of person _____
signing, plus include documentation Date

RECEIPT AND ACKNOWLEDGMENT BY BUYER

The undersigned buyer acknowledges receipt of this disclosure statement. The buyer acknowledges that this statement is not a warranty and that, unless stated otherwise in the sales contract, the buyer is purchasing this property in its present condition. It is the buyer's responsibility to satisfy himself or herself as to the condition of the property. The buyer may request that the property be inspected, at the buyer's expense and by qualified professionals, to determine the condition of the structure or its components.

BUYER _____ DATE _____

BUYER _____ DATE _____

Delivery of disclosure form

(a) Method of delivery.--The seller's delivery of the property disclosure statement to the buyer as prescribed by this act shall be by personal delivery; ordinary mail; certified mail, return receipt requested; or facsimile transmission to the buyer or the buyer's agent.

(b) Parties to whom delivered. --For purposes of this act, delivery to one prospective buyer or buyer's agent is deemed delivery to all persons intending to take title as co-tenants, joint tenants or as a tenant by the entireties with the buyer. Receipt may be acknowledged on the statement, in an agreement for the

conveyance of the residential real property or shown in any other verifiable manner.

Information unavailable to seller

If at the time the disclosures are required to be made, an item of information required to be disclosed is unknown or not available to the seller and the seller has made an effort to ascertain it, the seller may make a disclosure based on the best information available to the seller, provided it is identified as a disclosure based on an incomplete factual basis.

Information subsequently rendered inaccurate.

If information disclosed in accordance with this act is subsequently rendered inaccurate as a result of any act, occurrence or agreement subsequent to the delivery of the required disclosures, the seller shall notify the buyer of the inaccuracy.

Affirmative duty of seller

The seller is not obligated by this act to make any specific investigation or inquiry in an effort to complete the disclosure statement. In completing the disclosure statement, the seller shall not make any representations which he or his agent know or have reason to know are false, deceptive or misleading, and shall not fail to disclose a known material defect.



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

Real Estate Purchase Agreement

THIS AGREEMENT, made under the date of _____, WITNESSETH, that

Seller, agrees to sell and Buyer _____

_____ agrees to buy the following Real Estate, hereinafter referred to as ("said premises").

Real Estate belonging to Estate of Lawrence Michalski. The property is selling in its "AS IS" condition is situated at 3565 Marcy Hill Road the City of Towanda, County of Bradford and State of Pennsylvania, Deed Book 0068, Page 0607, 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 (December 18, 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 3565 Marcy Hill Road, Towanda, PA 18848, County of Bradford.

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. G.O.M. DO NOT convey with the purchase 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)

