



BEILER-CAMPBELL AUCTION SERVICES

Broker Participation/Buyer Registration

Broker/Realtor Name: _____ Phone: _____
Real Estate Agency: _____
Address: _____
Email : _____ Fax: _____
Prospective Buyer's Name(s): _____
Address: _____

The above Broker/Realtor hereby wishes to register the above Client as a prospective Buyer for the following Auction being conducted by Beiler-Campbell Auction Services on _____ (auction date) for the property located at _____.

Beiler-Campbell Auction Services hereby agrees to pay to the registering Broker/Realtor on the following terms and conditions, a Commission of 1% of the winning Bid, due at closing, if the above Client is the successful High Bidder at the auction and closes on the terms of the Conditions of Sale and Purchaser's Agreement. Broker/Realtor understands that to qualify for this commission, this registration form must be received by Beiler-Campbell Auction Services **no later** than 48 hours prior to the Auction, and the Broker/Realtor must attend the Auction with the Client.

TERMS OF THE AUCTION: Real Estate is being sold on an AS-IS basis in accordance to the Terms and Conditions of Sales Agreement provided by the sellers on the day of the auction. Announcements made on the date and time of the Auction take precedence over all printed materials.

There will be no exceptions to these terms and conditions and no oral registrations will be accepted.

The signatures below indicate acceptance of the above terms and conditions. Form must be completed in full or it will not be accepted. Beiler-Campbell Auction Services must receive registrations no later than 48 hours prior to the auction.

Prospective Purchaser: _____ Date: _____
Print Name: _____
Broker/Realtor: _____ Date: _____
Print Name: _____

DRAFT

CONDITIONS OF SALE

The Conditions of the present public sale are as follows:

1. The property to be sold:

ALL THAT CERTAIN tract of land with improvements thereon erected known as 2215 Donough Drive, Township of Rapho, County of Lancaster and Commonwealth of Pennsylvania, as more fully set forth in the attached legal description.

2. The highest bidder shall be the Purchaser upon the property being struck off to him; and he shall immediately thereafter sign the Purchaser's Agreement on these Conditions of Sale, and pay down **Twenty Thousand and 00/100 Dollars (\$20,000.00)** of the purchase money -- or furnish sureties satisfactory to the Seller -- as security for performance of this Agreement. If any dispute arises among bidders, the property shall immediately be put up for renewal of bidding.

3. BALANCE OF PURCHASE MONEY shall be paid at SETTLEMENT to be held at the office of the attorney for the purchaser on or before **July 31, 2017**, (unless some other time or place shall hereafter be agreed upon by the Seller and Purchaser), upon which payment the Seller shall convey to the Purchaser, by DEED prepared at the Purchaser's expense, good and marketable title to said property, free and clear of all liens and encumbrances not noted in these Conditions, but subject to any existing wall rights, easements, building or use restrictions, zoning or land subdivision regulations, encroachments of cornices, trim and spouting over property boundaries, or encroachments of any kind within the legal width of public highways.

The Seller represents (i) that there are no pending and unsettled eminent domain proceedings, no appropriations by the filing of the State Highway plans in the Recorder's Office, and no uncomplained-with orders from any governmental authority to do work or correct conditions, affecting this property, of which the Seller has knowledge; (ii) that no part of the property, except any part within utility reserve strips in developments or within legal limits of highways, is, or at settlement will be, subject to any currently-used or enforceable easement for any underground electric or telephone cable or sewer, gas or water pipe serving other than this property, any petroleum products pipeline or public storm sewer, or any other easement, which is not apparent upon reasonable physical inspection, except as noted in these Conditions; and (iii) this property is zoned agricultural.

At settlement, the property and all of its appurtenances and fixtures shall be in substantially the same condition as at present, except for (a) ordinary reasonable wear and tear, (b) damage of any kind for which full or partial recovery may be had under the Seller's or Purchaser's insurance, (c) damage which occurs after possession has been given to the Purchaser, or (d) any taking by eminent domain.

4. Formal tender of deed and purchase money are waived.

5. (a) ACKNOWLEDGMENTS to deed shall be paid by Seller, and all required state and local REALTY TRANSFER TAXES paid by the Purchaser.

(b) REAL ESTATE TAXES shall be apportioned to date of settlement or prior delivery of possession on a fiscal year basis.

(c) Any "DISBURSEMENT" or similar FEES purported to be charged by Purchaser's title company or attorney against Seller, for services which Seller has not specifically engaged, shall be paid by Purchaser.

6. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances: gas, electric, heating, plumbing, lighting, water, water softening and central air conditioning fixtures and systems; cook stoves and built-in ovens; laundry tubs; radio and television aerials, masts and rotor equipment; storm doors and windows, screen doors and fitted window screens; roller and venetian blinds, curtain and drapery rods and hardware; radiator covers; cabinets; awnings; and any articles permanently affixed to the property - except

7. POSSESSION shall be given to the Purchaser at settlement.

8. Seller will continue in force the present insurance until delivery of deed or possession to the purchaser (whichever shall first occur), and in case of loss will credit on account of the purchase price at settlement any insurance collected or collectible therefore.

9. The Seller reserves the right to reject any or all bids.

10. No representations are being made by Seller as to the condition of the improvements situated on the premises and this sale is not contingent upon any desire of Purchaser, or requirements of Purchaser's mortgagee that there be satisfactory plumbing, heating, roofing, or termite inspections made prior to settlement. If any corrections are determined to be advisable, or required by any lender, such corrections shall be made at the expense of the Purchaser.

X (applicable if checked) Purchaser acknowledges receipt of a copy of Seller's Property Disclosure Statement, attached hereto and incorporated herein by reference.

11. Seller has not had the premises, or the interior of any improvements situated on the premises tested for the presence of radon gas, lead based paint or asbestos and as a result makes no representations as to the presence or absence of such gas or material in acceptable or

unacceptable levels or qualities. This sale is not conditioned in any way upon satisfactory tests having been made prior to settlement.

X (applicable if checked) Residential Buildings built prior to 1978. Purchaser acknowledges receipt of a copy of Seller's Disclosure of Information and Acknowledgment concerning lead-based paint and lead-based paint hazards attached hereto and incorporated herein by reference and waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

12. The premises being sold at this public sale is being sold "as is".

13. In case of non-compliance by the Purchaser with these Conditions, the Seller, in addition to all other remedies provided by law, shall have the option either (a) to retain the Purchaser's down money as liquidated damages regardless of whether or not or on what terms, the property is resold, or (b) to resell the property at public or private sale, with or without notice to the present purchaser or his sureties (if any) and to retain any advance in price, or hold the present Purchaser and any sureties liable for any loss, resulting from such resale, meanwhile holding the down money paid hereunder as security for or toward payment of any such loss.

YOUNG & YOUNG
44 South Main Street
P.O. Box 126
Manheim, PA 17545
(717) 665-2207

Andrew H. Wenger

V. Delores Wenger

PURCHASER'S AGREEMENT

I/We, _____

agree to have purchased the Real Estate mentioned in the foregoing Conditions, subject to

said Conditions, for the sum of _____

_____ Dollars (\$ _____).

and if I/we shall acquire possession of the premises before payment of the purchase money and shall fail to make payment when due, I/we authorize any attorney to appear for me/us in any court and, to the extent and under the conditions, if any, then permitted or prescribed by law, **CONFESS JUDGMENT IN EJECTMENT** against me/us, in favor of the Seller or the latter's assigns, for possession of said premises, and direct the issuing of a writ of possession, with clause or writ of execution for costs; thereby waiving all irregularities, notice, leave of court, present or future exemption laws, and right of appeal.

Witness my/our hands and seal/s this 15th day of June, 2017.

RECEIPT

Received of Purchaser on above date, as down money on account of the above
purchase price, the sum of _____

_____ Dollars (\$ _____).

TRACT NO. 1

ALL THOSE CERTAIN two lots of ground with a dwelling and other improvements erected thereon and known as Parcel "A" and a lot of Keith L. Miller and Lisa F. March and shown on a Minor Subdivision Plan made for Todd L. Hoffer, surveyed by Diehm and Sons - Surveyors, Drawing No. H-480, and recorded in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania, in Subdivision Plan Book J-197, Page 142, said lots situate on the North side of Donough Drive and located in the Township of Rapho, County of Lancaster and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at the Southwest corner, a point on the North right-of-way line of Donough Drive; thence leaving Donough Drive and by land now or late of Michael S. Lehman, North twenty-three (23) degrees fifty-one (51) minutes twenty-nine (29) seconds East, one hundred sixty-three and thirty-two hundredths (163.32) feet to a point; thence by land now or late of Michael S. Lehman, Susan B. Perry, Jerry S. Hostetter and Lori A. Hostetter, and Michael A. Shenigo, Jr. and Betty J. Shenigo, respectively, North sixty-one (61) degrees forty-nine (49) minutes seventeen (17) seconds West, two hundred eighty-one and seventy-five (281.75) feet to an iron pipe; thence by land now or late of Raymond E. Martin and Vera Z. Martin, North thirty-two (32) degrees, eleven (11) minutes and twelve (12) seconds East, one hundred eighty-five and eighty-nine hundredths (185.89) feet to a point; thence by Lot 4, Todd L. Hoffer Tract, South sixty-one (61) degrees forty-nine (49) minutes seventeen (17) seconds East, three hundred eighty-one and fifty-one hundredths (381.51) feet to a point; thence by Parcel "B", Todd L. Hoffer Tract, South twenty-nine (29) degrees fifty-three (53) minutes thirty (30) seconds West, one hundred eighty-five and fifty-two hundredths (185.52) feet to a point; thence by other land now or late of Keith L. Miller, Sr. and Lisa F. March, South twenty-nine (29) degrees fifty-three (53) minutes twenty-nine (29) seconds West, one hundred fifty-seven and nine hundredths (157.09) feet to a point on the North right-of-way line of Donough Drive; thence along the North right-of-way line of Donough Drive and along a curved line to the left having a radius of one hundred seventy-five (175.00) feet, an arc distance of eighteen and forty-three hundredths (18.43) feet, the chord thereof being North sixty-three (63) degrees seven (7) minutes thirty-one (31) seconds West, eighteen and forty-two hundredths (18.42) feet to a point; thence continuing by the North right-of-way line of Donough Drive, North sixty-six (66) degrees eight (8) minutes thirty-one (31) seconds West, seventy-two (72.00) feet to the point of **BEGINNING**.

CONTAINING: 2.00 acres, more or less.

TRACT NO. 2

ALL THOSE CERTAIN two lots of unimproved ground known as Parcel "B" and a lot of Keith L. Miller, Sr. and Lisa F. March and shown on a Minor Subdivision Plan made for Todd L. Hoffer, surveyed by Diehm and Sons - Surveyors, Drawing No. H-480, and recorded in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania, in Subdivision Plan Book J-197, Page 142, said lots situate on the North side of Donough Drive and located in the Township of Rapho, County of Lancaster, and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at the Southeast corner, a point on the North right-of-way line of Donough Drive; thence by the North right-of-way line of Donough Drive and along a curved line to the left having a radius of one hundred seventy-five (175.00) feet, an arc distance of seventy-nine and forty-three hundredths (79.43) feet, the chord thereof being North forty-seven (47) degrees six (6) minutes twenty (20) seconds West, seventy-eight and seventy-five hundredths (78.75) feet to a point; thence leaving Donough Drive and by other land now or late of Keith L. Miller, Sr. and Lisa F. March, North twenty-nine (29) degrees fifty-three (53) minutes twenty-nine (29) seconds East, one hundred fifty-seven and nine hundredths (157.09) feet to a point; thence by Parcel "A", Todd L. Hoffer Tract, North twenty-nine (29) degrees fifty-three (53) minutes thirty (30) seconds East, one hundred eighty-five and fifty-two hundredths (185.52) feet to a point on line of Lot 4, Todd L. Hoffer Tract; thence by Lot 4, Todd L. Hoffer Tract, South sixty-one (61) degrees forty-nine (49) minutes seventeen (17) seconds East, two hundred fifty-six and thirty-seven (256.37) feet to a point; thence continuing by Lot 4, Todd L. Hoffer Tract, South fifty-five (55) degrees fifty-three (53) minutes fifty (50) seconds West, two hundred nine and forty-eight hundredths (209.48) feet to a point; thence by land now or late of Carl Zeiset and Sara Jane Zeiset, South fifty-five (55) degrees fifty-three (53) minutes fifty-one (51) seconds West, one hundred ninety-nine and ninety-seven hundredths (199.97) feet to the point of **BEGINNING**.

CONTAINING: 1.363 acres, more or less.

BEING THE SAME PREMISES which Andrew H. Wenger and V. Delores Wenger, husband and wife, by deed dated November 13, 2008 and recorded December 18, 2008 in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania in Record Book 5750525, granted and conveyed unto Andrew H. Wenger and V. Delores Wenger, husband and wife, their heirs and assigns.

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 2215 Donough Dr, Manheim PA 17545 (Rapho Twp.)
 2 SELLER Andrew H. + v. Belores Wenger

3 The Real Estate Seller Disclosure Law (68 P.S. §7301 et seq.) requires that a seller of a property must disclose to a buyer all known
 4 material defects about the property being sold that are not readily observable. While the Law requires certain disclosures, this state-
 5 ment includes disclosures beyond the basic requirements of the Law in an effort to assist sellers in complying with seller disclosure
 6 requirements and to assist buyers in evaluating the property being considered. Sellers who wish to see or use the basic disclosure form
 7 can find the form on the Web site of the Pennsylvania State Real Estate Commission.

8 This Statement discloses Seller's knowledge of the condition of the property as of the date signed by Seller and is not a substi-
 9 tute for any inspections or warranties that Buyer may wish to obtain. This Statement is not a warranty of any kind by Seller or a
 10 warranty or representation by any listing real estate broker, any selling real estate broker, or their licensees. Buyer is encouraged to
 11 address concerns about the conditions of the property that may not be included in this Statement. This Statement does not relieve
 12 Seller of the obligation to disclose a material defect that may not be addressed on this form. Any non-exempt seller is obligated to
 13 complete the disclosure form even if the seller does not occupy or has never occupied the property. For a list of exempt sellers,
 14 see Information Regarding the Real Estate Seller's Property Disclosure Law found on the last page of this document.

15 A Material Defect is a problem with a residential real property or any portion of it that would have a significant adverse impact on
 16 the value of the property or that involves an unreasonable risk to people on the property. The fact that a structural element, system or
 17 subsystem is at or beyond the end of the normal useful life of such a structural element, system or subsystem is not by itself a mate-
 18 rial defect.

19 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
 20 to the property. Check unknown when the question does apply to the property but you are not sure of the answer.

	Yes	No	Unk	N/A
21 A	X			
22 B		X		
23 C		X		

1. SELLER'S EXPERTISE

(A) Does Seller possess expertise in contracting, engineering, architecture, environmental assessment
 or other areas related to the construction and conditions of the property and its improvements?

(B) Is Seller the landlord for the property?

(C) Is Seller a real estate licensee?

Explain any "yes" answers in section 1: Construction contractor and Remodeled house myself

	Yes	No	Unk	N/A
24 1				
25 2	X			
26 3				
27 4				
28 5				
29 6				
30 7				
31 8				
32 9				
33 10				
34 11	X			
35 12		X		
36 13		X		
37 14		X		
38 15		X		
39 C				
40 D	X			

2. OWNERSHIP/OCCUPANCY

(A) Occupation

1. When was the property most recently occupied? occupied now

2. Was the Seller the most recent occupant? If "no," when did the Seller most recently occupy
 the property?

3. How many persons most recently occupied the property? (4) Four

(B) Role of Individual Completing This Disclosure. Is the individual completing this form:

1. The owner

2. The executor

3. The administrator

4. The trustee

5. An individual holding power of attorney

(C) When was the property purchased? 2007

(D) Are you aware of any pets having lived in the house or other structures during your ownership?

Explain section 2 (if needed): Few animals in barn none in house

3. CONDOMINIUMS/PLANNED COMMUNITIES/OTHER HOMEOWNERS ASSOCIATIONS

(A) Type. Is the Property part of a(n):

1. Condominium

2. Homeowners association or planned community

3. Cooperative

4. Other type of association or community

(B) If "yes," how much are the fees? \$ _____, paid (☐ Monthly) (☐ Quarterly) (☐ Yearly)

(C) If "yes," are there any community services or systems that the association or community is
 responsible for supporting or maintaining? Explain: _____

	Yes	No	Unk	N/A
43 1		X		
44 2		X		
45 3		X		
46 4		X		
47 5				
48 B				X
49 C				
50				
51				

52 Seller's Initials _____ / _____ Date _____ SPD Page 1 of 9 Buyer's Initials _____ / _____ Date _____



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9/12

Fax:

Untitled

PROPERTY _____

	Yes	No	Unk	N/A
53				
54 D				X

(D) How much is the capital contribution/initiation fee? \$ _____

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

4. ROOF

	Yes	No	Unk	N/A
62				
63 1				
64 2				X
65				
66 1		X		
67 2		X		
68				
69 1		X		
70 2		X		

(A) Installation

1. When was the roof installed? 04 on house, 2011 on Garage

2. Do you have documentation (invoice, work order, warranty, etc.)?

(B) Repair

1. Has the roof or any portion of it been replaced or repaired during your ownership?

2. If it has been replaced or repaired, was the existing roofing material removed?

(C) Issues

1. Has the roof ever leaked during your ownership?

2. Are you aware of any current/past problems with the roof, gutters, flashing or downspouts?

Explain any "yes" answers in section 4, including the location and extent of any problem(s) and any repair or remediation efforts:

5. BASEMENTS AND CRAWL SPACES

(A) Sump Pump

1. Does the property have a sump pit? If yes, how many? _____

2. Does the property have a sump pump? If yes, how many? _____

3. If it has a sump pump, has it ever run?

4. If it has a sump pump, is the sump pump in working order?

(B) Water Infiltration

1. Are you aware of any water leakage, accumulation, or dampness within the basement or crawl space?

2. Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space?

3. Are the downspouts or gutters connected to a public system?

Explain any "yes" answers in this section, including the location and extent of any problem(s) and any repair or remediation efforts: water came in coal bin lid and ended up in basement. Fix lid needed to be resealed

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

(A) Status

1. Are you aware of any termites/wood-destroying insects, dryrot, or pests affecting the property?

2. Are you aware of any damage caused by termites/wood-destroying insects, dryrot, or pests?

(B) Treatment

1. Is your property currently under contract by a licensed pest control company?

2. Are you aware of any termite/pest control reports or treatments for the property?

Explain any "yes" answers in section 6, including the name of any service/treatment provider, if applicable:

7. STRUCTURAL ITEMS

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

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

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

(D) Stucco and Exterior Synthetic Finishing Systems

1. Is your property constructed with stucco?

2. Is your property constructed with an Exterior Insulating Finishing System (EIFS), such as Dryvit or synthetic stucco, synthetic brick or synthetic stone?

3. If "yes," when was it installed? 2008 on house 2011 on Garage

(E) Are you aware of any fire, storm, water or ice damage to the property?

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

Explain any "yes" answers in section 7, including the location and extent of any problem(s) and any repair or remediation efforts: Basement walls cracked with garage addition. Has been repaired and hasn't cracked again

PROPERTY _____

Yes	No	Unk	N/A
☒	☐	☐	☐
☐	☒	☐	☐

8. ADDITIONS/ALTERATIONS

(A) Have any additions, structural changes, or other alterations been made to the property during your ownership? Itemize and date all additions/alterations below.

(B) Are you aware of any private or public architectural review control of the property other than zoning codes?

Note to Buyer: The PA Construction Code Act, 35 P.S. §7210.101 et seq. (effective 2004), and local codes establish standards for building and altering properties. Buyers should check with the municipality to determine if permits and/or approvals were necessary for disclosed work and if so, whether they were obtained. Where required permits were not obtained, the municipality might require the current owner to upgrade or remove changes made by prior owners. Buyers can have the property inspected by an expert in codes compliance to determine if issues exist. Expanded title insurance policies may be available for Buyers to cover the risk of work done to the property by previous owners without a permit or approval.

Addition, structural change, or alteration	Approximate date of work	Were permits obtained? (Yes/No/Unknown)	Final inspections/ approvals obtained? (Yes/No/Unknown)
Remodel and interior work	10-2007	yes	yes
Garage + deck	7-2011	yes	yes
Siding + windows doors	7-2007	yes	yes

☐ A sheet describing other additions and alterations is attached.

9. WATER SUPPLY

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

- Public
- A well on the property
- Community water
- A holding tank
- A cistern
- A spring
- Other _____
- No water service (explain): _____

(B) Bypass Valve (for properties with multiple sources of water)

- Does your water source have a bypass valve?
- If "yes," is the bypass valve working?

(C) Well

- Has your well ever run dry?
- Depth of Well 150 (est)
- Gallons per minute _____, measured on (date) _____
- Is there a well used for something other than the primary source of drinking water?
- If there is an unused well, is it capped?

(D) Pumping and Treatment

- If your drinking water source is not public, is the pumping system in working order? If "no," explain: _____
- Do you have a softener, filter, or other treatment system? + UV light
- Is the softener, filter, or other treatment system leased? From whom? _____

(E) General

- When was your water last tested? 9-16 Test results: Palatable after UV light
- Is the water system shared? With whom? _____

168 Seller's Initials _____ / _____ Date _____ SPD Page 3 of 9 Buyer's Initials _____ / _____ Date _____

PROPERTY

Yes	No	Unk	N/A
	X		
X			

(F) Issues

- Are you aware of any leaks or other problems, past or present, relating to the water supply, pumping system, and related items?
- Have you ever had a problem with your water supply?

Explain any "yes" answers in section 9, including the location and extent of any problem(s) and any repair or remediation efforts: Replaced well pump in 2012 added UV light and softener after test 10-2016

10. SEWAGE SYSTEM

(A) General

- Is your property served by a sewage system (public, private or community)?
- If no, is it due to availability or permit limitations?
- When was the sewage system installed (or date of connection, if public)?

(B) Type Is your property served by:

- Public (if "yes," continue to E, F and G below)
- Community (non-public)
- An individual on-lot sewage disposal system
- Other, explain:

(C) Individual On-lot Sewage Disposal System. Is your sewage system (check all that apply):

- Within 100 feet of a well
- Subject to a ten-acre permit exemption
- A holding tank
- A drainfield
- Supported by a backup or alternate drainfield, sandmound, etc.
- A cesspool
- Shared
- Other, explain:

(D) Tanks and Service

- Are there any metal/steel septic tanks on the Property?
- Are there any cement/concrete septic tanks on the Property?
- Are there any fiberglass septic tanks on the Property?
- Are there any other types of septic tanks on the Property?
- Where are the septic tanks located? behind house
- How often is the on-lot sewage disposal system serviced? every four years
- When was the on-lot sewage disposal system last serviced? 2014

(E) Abandoned Individual On-lot Sewage Disposal Systems and Septic

- Are you aware of any abandoned septic systems or cesspools on your property?
- Have these systems or cesspools been closed in accordance with the municipality's ordinance?

(F) Sewage Pumps

- Are there any sewage pumps located on the property?
- What type(s) of pump(s)? grey water pump to drainfield
- Are pump(s) in working order?
- Who is responsible for maintenance of sewage pumps? owner

(G) Issues

- Is any waste water piping not connected to the septic/sewer system?
- Are you aware of any past or present leaks, backups, or other problems relating to the sewage system and related items?

Explain any "yes" answers in section 10, including the location and extent of any problem(s) and any repair or remediation efforts: new pump and float 2013 and also new access lid for tank

11. PLUMBING SYSTEM

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

- Copper
- Galvanized
- Lead
- PVC
- Polybutylene pipe (PB)
- Cross-linked polyethylene (PEX)
- Other

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

If "yes," explain:

Yes	No	Unk	N/A
X			
	X		
		X	
X			
	X		
	X		
	X		
	X		

PROPERTY _____

Yes	No	Unk	N/A
X			
	X		
	X		
	X		
	X		
	X		
	X		
	X		
	X		
	X		
	X		
	X		
	X		
	X		

12. DOMESTIC WATER HEATING

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

1. Electric
2. Natural gas
3. Fuel oil
4. Propane
5. Solar
6. Geothermal
7. Other _____
8. Is your water heating a summer-winter hook-up (integral system, hot water from the boiler, etc.)? _____

(B) How many water heaters are there? 1 (one) When were they installed? N/A

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

If "yes," explain: _____

13. HEATING SYSTEM

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

1. Electric
2. Natural gas
3. Fuel oil
4. Propane
5. Geothermal
6. Coal
7. Wood
8. Other _____

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

1. Forced hot air
2. Hot water
3. Heat pump
4. Electric baseboard
5. Steam
6. Radiant
7. Wood stove(s) How many? _____
8. Coal stove(s) How many? 1 (one)
9. Other _____

(C) Status

1. When was your heating system(s) installed? July 2011 total new system
2. When was the heating system(s) last serviced? Jan '16
3. How many heating zones are in the property? 1 (one)
4. Is there an additional and/or backup heating system? Explain: Electric backup

(D) Fireplaces

1. Are there any fireplace(s)? How many? _____
2. Are all fireplace(s) working? _____
3. Fireplace types(s) (wood, gas, electric, etc.): _____
4. Were the fireplace(s) installed by a professional contractor or manufacturer's representative? _____
5. Are there any chimney(s) (from a fireplace, water heater or any other heating system)? _____
6. How many chimney(s)? 1 When were they last cleaned? 2013
7. Are the chimney(s) working? If "no," explain: _____

(E) List any areas of the house that are not heated: Garage Attic

(F) Heating and Fuel Tanks

1. Are you aware of any heating fuel tank(s) on the property?
2. Location(s), including underground tank(s): _____
3. If you do not own the tank(s), explain: _____

Are you aware of any problems or repairs needed regarding any item in section 13? If "yes," explain: _____

14. AIR CONDITIONING SYSTEM

(A) Type(s). Is the air conditioning (check all that apply):

1. Central air
2. Wall units
3. Window units
4. Other _____
5. None

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PROPERTY _____

Yes	No	Unk	N/A
☒	☐	☐	☐
☒	☐	☐	☐
☒	☐	☒	☐
☒	☐	☐	☐
☒	☐	☐	☐

(B) Status

1. When was the central air conditioning system installed? July 2011

2. When was the central air conditioning system last serviced? Jun 2016

3. How many air conditioning zones are in the property? one (1)

(C) List any areas of the house that are not air conditioned: Garage Attic

Are you aware of any problems with any item in section 14? If "yes," explain: _____

15. ELECTRICAL SYSTEM

(A) Type(s)

1. Does the electrical system have fuses?

2. Does the electrical system have circuit breakers?

(B) What is the system amperage? 200

(C) Are you aware of any knob and tube wiring in the home?

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

16. OTHER EQUIPMENT AND APPLIANCES

This section must be completed for each item that will, or may, be sold with the property. The fact that an item is listed does not mean it is included in the Agreement of Sale. Terms of the Agreement of Sale negotiated between Buyer and Seller will determine which items, if any, are included in the purchase of the Property.

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

Yes	No	Unk	N/A
☒	☐	☐	☐

Are you aware of any problems or repairs needed regarding any item in section 16? If "yes," explain: _____

17. LAND/SOILS

(A) Property

1. Are you aware of any fill or expansive soil on the property?

2. Are you aware of any sliding, settling, earth movement, upheaval, subsidence, sinkholes or earth stability problems that have occurred on or affect the property?

3. Are you aware of sewage sludge (other than commercially available fertilizer products) being spread on the property, or have you received written notice of sewage sludge being spread on an adjacent property?

Yes	No	Unk	N/A
☐	☒	☐	☐
☐	☒	☐	☐
☐	☒	☐	☐

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PROPERTY

	Yes	No	Unk	N/A
350				
351		X		
352				
353				
354				
355				
356				
357				
358				
359				
360				
361				
362	1	X		
363	2	X		
364	3		X	
365	4	X		
366				
367				
368				
369				
370				
371				
372				
373	1	X		
374	2	X		
375	3	X		
376	4	X		
377	5	X		
378				

4. Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations that might affect this property?

Note to Buyer: The 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, 25 Technology Drive, California Technology Park, Coal Center, PA 15423 (800) 922-1678 (within Pennsylvania) or (724) 769-1100 (outside Pennsylvania).

(B) Preferential Assessment and Development Rights

Is the property, or a portion of it, preferentially assessed for tax purposes, or subject to limited development rights under the:

1. Farmland and Forest Land Assessment Act - 72 P.S. §5490.1 et seq. (Clean and Green Program)
2. Open Space Act - 16 P.S. §11941 et seq
3. Agricultural Area Security Law - 3 P.S. §901 et seq. (Development Rights)
4. Any other law/program:

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

(C) Property Rights

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

1. Timber
2. Coal
3. Oil
4. Natural gas
5. Other minerals or rights (such as farming rights, hunting rights, quarrying rights) Explain:

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

Explain any "yes" answers in section 17: _____

18. FLOODING, DRAINAGE AND BOUNDARIES

(A) Flooding/Drainage

1. Is any part of this property located in a wetlands area?
2. Is any part of this property located in a FEMA flood zone?
3. Are you aware of any past or present drainage or flooding problems affecting the property?
4. Are you aware of any drainage or flooding mitigation on the property?

Explain any "yes" answers in section 18(A), including dates and extent of flooding: _____

(B) Boundaries

1. Are you aware of any encroachments, boundary line disputes, or easements affecting the property?

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 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.

2. Do you access the property from a private road or lane?
3. If "yes," do you have a recorded right of way or maintenance agreement?
4. Are you aware of any shared or common areas (driveways, bridges, docks, walls, etc.) or maintenance agreements?

Explain any "yes" answers in section 18(B): _____

PROPERTY

19. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

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

1. Are you aware of any tests for mold, fungi, or indoor air quality in the property?
2. Other than general household cleaning, have you taken any efforts to control or remediate mold or mold-like substances in the property?

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

(B) Radon

1. Are you aware of any tests for radon gas that have been performed in any buildings on the property? If "yes," list date, type, and results of all tests below:

	First Test	Second Test
Date	_____	_____
Type of Test	_____	_____
Results (picocuries/liter)	_____	_____
Name of Testing Service	_____	_____

2. Are you aware of any radon removal system on the property?
If "yes," list date installed and type of system, and whether it is in working order below:

Date Installed	Type of System	Provider	Working?
_____	_____	_____	_____

(C) Lead Paint

If property was constructed, or if construction began, before 1978, you must disclose any knowledge of, and records and reports about, lead-based paint on the property.

1. Are you aware of any lead-based paint or lead-based paint hazards on the property?
2. Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the property?

(D) Tanks

1. Are you aware of any existing or removed underground tanks? Size: _____
2. If "yes," have any tanks been removed during your ownership?

(E) Dumping. Are you aware of any dumping on the property?

(F) Other

1. Are you aware of any existing hazardous substances on the property (structure or soil) such as, but not limited to, asbestos or polychlorinated biphenyls (PCBs)?
2. Have you received written notice regarding the presence of an environmental hazard or bio-hazard on your property or any adjacent property?
3. Are you aware of testing on the property for any other hazardous substances or environmental concerns?
4. Are you aware of any other hazardous substances or environmental concerns that might impact upon the property?

Explain any "yes" answers in section 19: _____

20. MISCELLANEOUS

(A) Deeds, Restrictions and Title

1. Are you aware of any deed restrictions that apply to the property?
2. Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the property?
3. 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?
4. Are you aware of any insurance claims filed relating to the property?

(B) Financial

1. 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 or other use restriction ordinances that remain uncorrected?
2. Are you aware of any mortgage, judgment, encumbrance, lien, overdue payment on a support obligation, or other debt against this property or Seller that cannot be satisfied by the proceeds of this sale?

PROPERTY _____

Yes	No	Unk	N/A
	X		
	X		
	X		

(C) Legal

1. Are you aware of any violations of federal, state, or local laws or regulations relating to this property?
2. Are you aware of any existing or threatened legal action affecting the property?

(D) Additional Material Defects

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

Note to Buyer: A material defect 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 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 of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.

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

Explain any "yes" answers in section 20: _____

21. ATTACHMENTS

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

- ☐ Seller's Property Disclosure Statement Addendum (PAR Form SDA)
- ☐ _____
- ☐ _____
- ☐ _____

The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete to the best of Seller's knowledge. Seller hereby authorizes the Listing Broker to provide this information to prospective buyers of the property and to other real estate licensees. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS STATEMENT. Seller shall cause 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 completion of this form.

SELLER Angela J. Wenger DATE 4-24-17
 SELLER Debbie Wenger DATE 4-24-17
 SELLER _____ DATE _____

INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

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

DATE _____

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

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

BUYER _____ DATE _____
 BUYER _____ DATE _____
 BUYER _____ DATE _____

Generally speaking, the Real Estate Seller Disclosure Law requires that before an agreement of sale is signed, the seller in a residential real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. A residential real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer of an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS** are involved. The Law defines a number of exceptions where the disclosures do not have to be made:

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

In addition to these exceptions, disclosures for condominiums and cooperatives are limited to the seller's particular unit(s). Disclosures regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale of condominium and cooperative interests.

Seller's Initials _____ / _____ Date _____ SPD Notices Page 1 of 1 Buyer's Initials _____ / _____ 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

1 PROPERTY _____

2 SELLER _____

3 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
5 such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poi-
6 soning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced
7 intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women.
8 The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint
9 hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint haz-
10 ards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

11 SELLER'S DISCLOSURE

12 AKU/VBW Seller has no knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property.

13 _____/_____ Seller has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property. (Provide
14 the basis for determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces, and
15 other available information concerning Seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards.)

16 SELLER'S RECORDS/REPORTS

17 AKU/VBW Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in or about the Property

18 _____/_____ Seller has provided Buyer with all available records and reports regarding lead-based paint and/or lead-based paint hazards in
19 or about the Property. (List documents): _____
20 _____

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

22 WITNESS _____ SELLER A. G. Shen DATE 4-24-17

23 WITNESS _____ SELLER V. De la Cruz Weng DATE 4-24-17

24 WITNESS _____ SELLER _____ DATE _____

25 AGENT ACKNOWLEDGEMENT AND CERTIFICATION

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

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

30 BROKER FOR SELLER (Company Name) _____

31 LICENSEE _____ DATE _____

32 BROKER FOR BUYER (Company Name) _____

33 LICENSEE _____ DATE _____

34 BUYER _____

35 DATE OF AGREEMENT _____

36 BUYER'S ACKNOWLEDGMENT

37 _____/_____ Buyer has received the pamphlet *Protect Your Family from Lead in Your Home* and has read the Lead Warning Statement.

38 _____/_____ Buyer has reviewed Seller's disclosure of known lead-based paint and/or lead-based paint hazards and has received the records
39 and reports regarding lead-based paint and/or lead-based paint hazards identified above.

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

41 WITNESS _____ BUYER _____ DATE _____

42 WITNESS _____ BUYER _____ DATE _____

43 WITNESS _____ BUYER _____ DATE _____



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