# 195+/- ACRES

# **PUBLIC AUCTION**

HOUSE | POLE BARN | WOODS | TROUT STREAM

**BEDFORD COUNTY** 



# 553 Warriors Ridge Rd. | Clearville, PA 15535

Directions: From Chaneysville take 326 S for approx. 3.6 miles. Turn left on Blues Gap Rd then right on Warriors Ridge Rd. Go 0.8 mi. to property on right.

## **PROPERTY FEATURES**

- 195-acre recreational property in Bedford County, PA
- 1,634 sq ft ranch-style home with 5 bedrooms, 2.5 bathrooms, and a full basement
- 36' x 64' pole barn w/ electric for equipment or storage
- 190+/- acres of wooded land
- 6 established food plots
- 5 Boonetown enclosed hunting blinds
- Extensive trail network for access across the land
- Town Creek—a stocked trout stream with exceptional water quality—runs through the property
- Hinge cuts and clear cuts enhance habitat diversity
- Abundant wildlife including deer, turkey, and bear
- Located just minutes from Buchanan State Forest,
   Martin Hill Wild Area, and Green Ridge State Forest

### **OPEN HOUSE**

Sat. July 26, 1-3 P.M. & Fri. Aug. 15, 5-7 P.M. For a private tour call: Gerald 717-582-6589 Meryl 717-629-6036 AUCTION
DATE
Saturday,
AUGUST 30,
2025
@ 11:00 A.M.

### **TERMS**

\$40,000 down payment on the day of the auction. Settlement on or before October 29, 2025. 2% transfer tax to be paid by the buyer. Real estate taxes to be prorated from settlement day.

### Estimated Annual Taxes \$1,750.

Contact us for quick, convenient financing options, including down payment and bridge loans.

All information is deemed accurate but not guaranteed

**AUCTIONEER REMARKS** Escape to the great outdoors with this exceptional 195-acre recreational property nestled in the heart of Bedford County, PA. Ideal for a weekend retreat, private hunting lodge, or secluded full-time residence, this property offers privacy, natural beauty, and year-round recreation in a scenic setting. Exceptional opportunity for hunters, anglers, and outdoor enthusiasts!



# AUCTIONEER J. Meryl Stoltzfus AU#005403

Ph 717-629-6036



#### **SELLERS**

Calvin Fisher & John R. Fisher









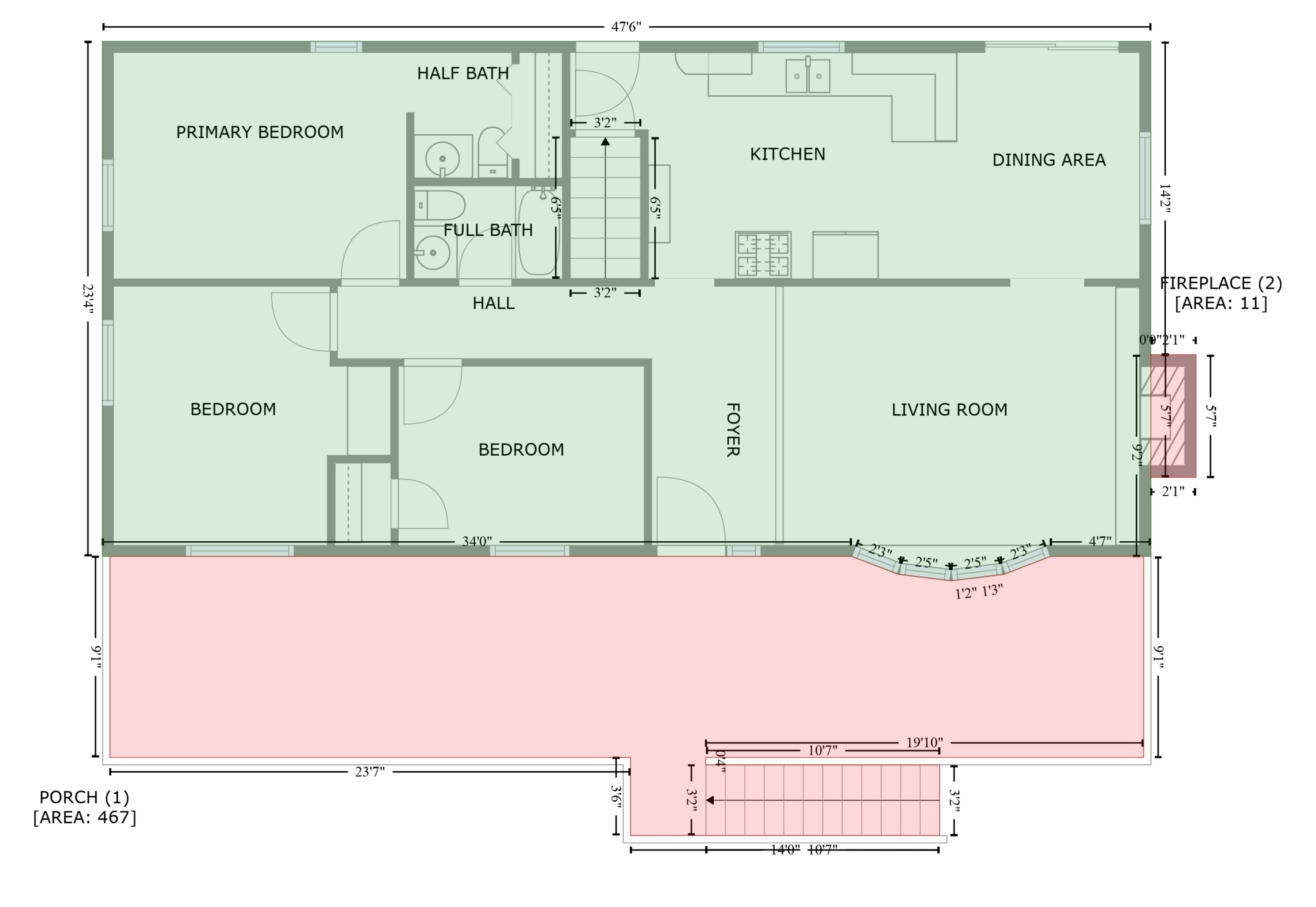


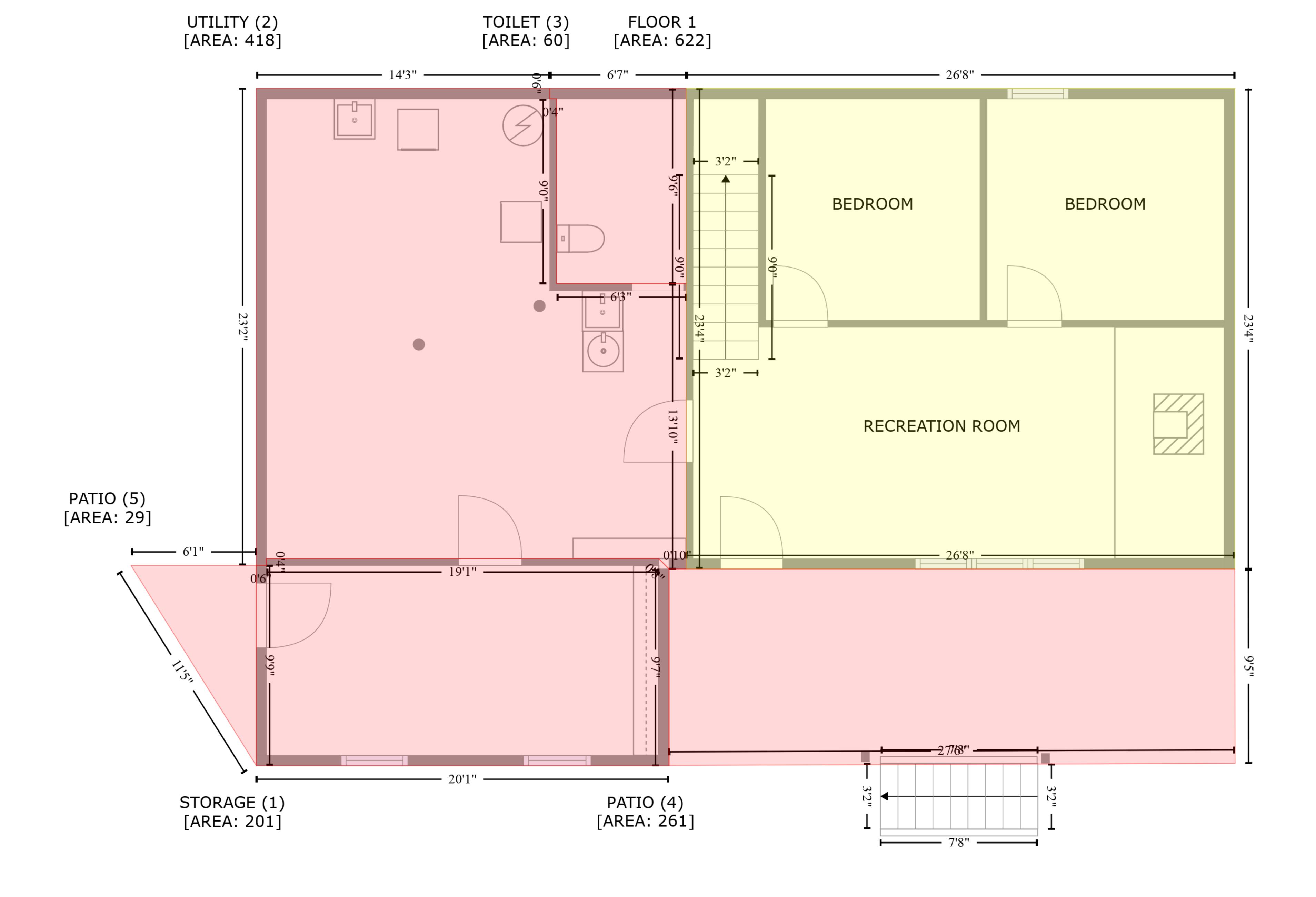


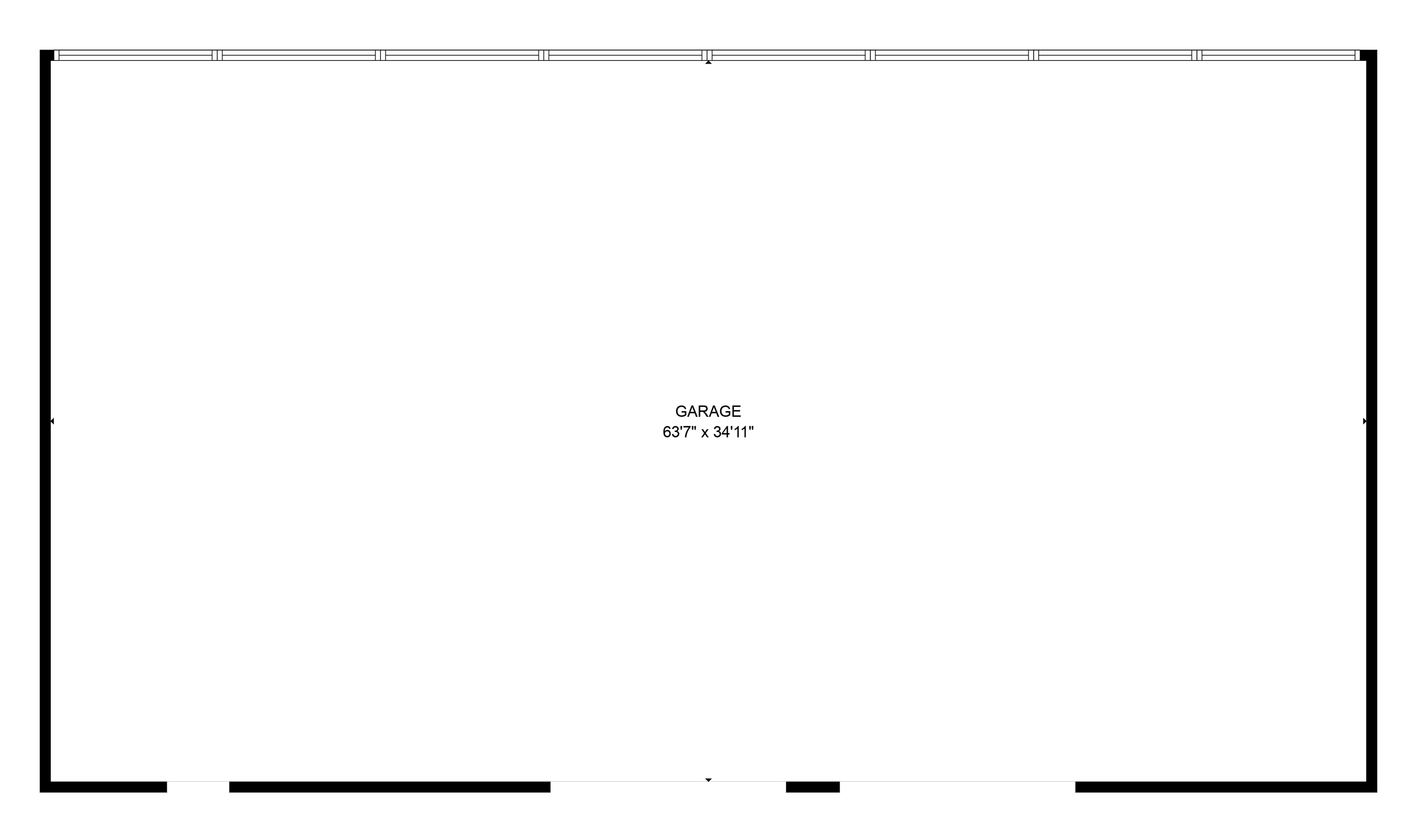




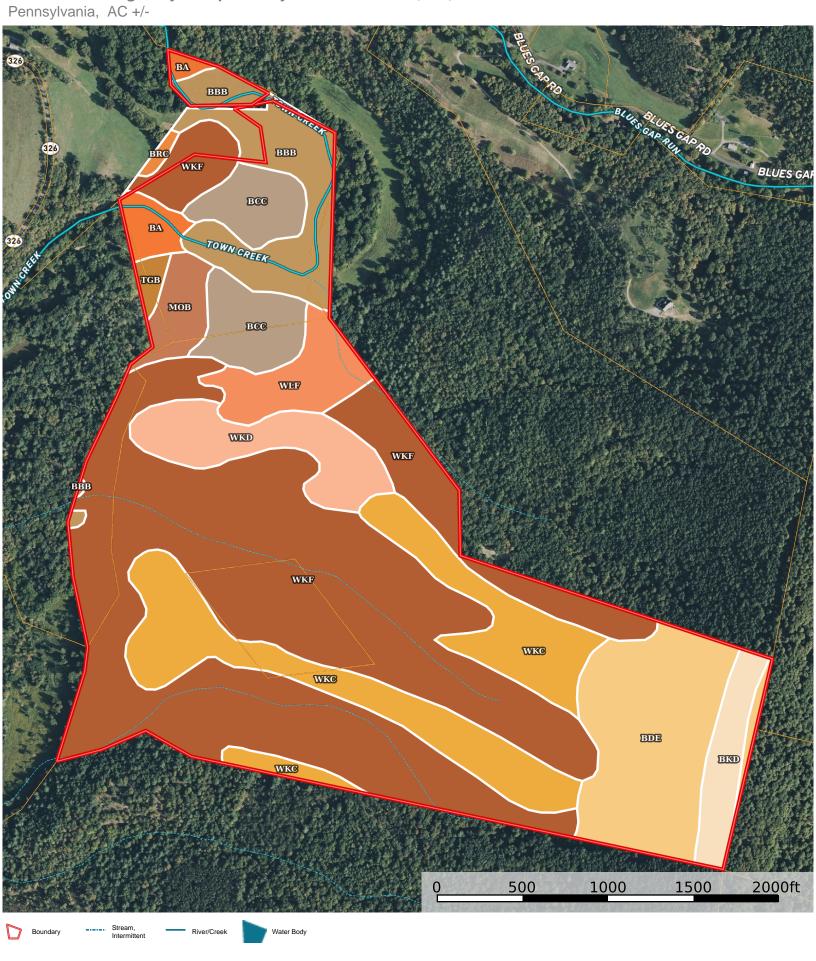








553 Warrior Ridge Kay Camp Johnny Fisher Clearville, PA,



# | Boundary 210.74 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	СРІ	NCCPI	CAP
WkF	Weikert channery silt loam, 35 to 65 percent slopes	100.3 4	47.61	0	6	7e
WkC	Weikert channery silt loam, 8 to 15 percent slopes	30.91	14.67	0	25	4e
BdE	Bedington-Berks complex, 25 to 35 percent slopes, very stony	22.83	10.83	0	11	6s
BbB	Basher-Birdsboro complex, 0 to 8 percent slopes	12.93	6.14	0	61	2w
BcC	Bedington-Berks complex, 8 to 15 percent slopes	11.57	5.49	0	49	3e
WkD	Weikert channery silt loam, 15 to 25 percent slopes	10.94	5.19	0	22	6e
WIF	Weikert very flaggy silt loam, 25 to 60 percent slopes	7.26	3.44	0	6	7s
BkD	Berks channery silt loam, 15 to 25 percent slopes	5.62	2.67	0	35	4e
MoB	Monongahela silt loam, 3 to 8 percent slopes	4.15	1.97	0	45	2e
Ва	Basher silt loam	2.62	1.24	0	59	2w
TgB	Tyler silt loam, 3 to 8 percent slopes	1.06	0.5	0	38	3e
BrC	Blairton channery silt loam, 8 to 15 percent slopes	0.51	0.24	0	39	4e
TOTALS		210.7 4(*)	100%	1	18.33	5.61

<sup>(\*)</sup> Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

# This Deed,

001456 6150,00 3075.00 3075.00

MADE THE 27th day of March in the year of our Lord two thousand fifteen (2015).

BETWEEN Gary W. Howsare, also known as Garry W. Howsare, an unmarried man, of P. O. Box 6, Everett, Pennsylvania 15537,

Grantor,

and Kay Camp LLC of 88 South Kinzer Road, Kinzers, Pennsylvania 17535,

Grantee,

All those three certain pieces, parcels or lots of ground (assessed as E15-207, E15-10 and E15-10A) situate, lying and being in the **Township of Southampton**, County of Bedford and Commonwealth of Pennsylvania, more particularly bounded and described as follows:

Tract #1: Beginning at a point in Town Creek on line of lands now or formerly of Marvin Roberts and lands now or formerly of Harry S. Howsare, et al., said point being situate North 60° 29' 58" East 196.31 feet from an iron pin and stones on the first line of a tract of land surveyed by Lester E. Henry, P.L.S., for Harry S. Howsare, et al.; thence with and in said Creek, North 40° 54' 16" East 62.56 feet; North 36° 16' 47" East 109.86 feet; North 48° 51' 31" East 104.30 feet; North 51° 39' 03" East 101.04 feet; North 49° 58' 13" East 102.57 feet; North 59° 03' 27" East 104.34 feet; North 74° 42' 09" East 104.15 feet; North 61° 20' 49" East 107.56 feet; South 72° 31' 49" East 132.51 feet to a point in said Creek, said

point being South 60° 29' 58" West 159.50 feet from an iron pin and stones on the above-said first line of survey; thence reversing said line and with it, South 60° 29' 58" West 865.19 feet to a point in said Creek, the place of **Beginning**. Containing 1.663 acres as surveyed by Lester E. Henry, P.L.S., on December 19, 1983.

Tract #2: Beginning at a stone for a corner, thence by line crossing Town Creek along the division line with lands now or formerly of George Iames, South 25-1/2° East 12.5 rods to a locust tree; thence North 73° East 23 rods to a large sugar tree; thence North 57° East 27.6 rods to a post; thence South 17° East 38.9 rods to a post; thence South 66-1/4° West 17.6 rods to a stone; thence South 38° East 4 rods to a stone; thence South 40° West 20.9 rods to a stone; thence South 21-1/4° West 27.6 rods to a stone; thence South 6-3/4° West 22.2 rods to a large sugar tree; thence by lands now or formerly of Tipton and Amos lames, the following courses and distances: South 74° East 10 rods; South 15° West 42 rods to a stone: South 23° West 20 rods to a lynn tree; North 75° East 21 rods to a stone; North 6° East 35 rods to a white oak; South 80° East 52 rods to a locust tree; South 60° East 22 rods to an oak tree; South 60° East 18 rods to a gum tree, South 4° East 23 rods by the mountain 58 acre tract; thence including the same up the mountain, South 87-1/4° East 89 rods; thence by Polish Mountain, North 17° East 73.5 rods; thence down the mountain by lands now or formerly of Joseph Bennett Heirs, North 65° West 115 rods to the Mansion Tract; thence by same, North 4° East 26.4 rods to a white oak; thence North 35-1/4° West 84 rods to a point on the Bank of the Creek crossing the same; thence North 1° East 23 rods and by lands now or formerly of John E. Roberts, North 38° West 12 rods to a pine tree; thence North 84-3/4° West 43.9 rods to a stone; thence South 62-1/2° West 75.8 rods to the place of Beginning. Containing 194 acres and 11 perches.

Being the same two parcels title to which became vested in Gary W. Howsare, single man, by Deed of Gary W. Howsare, Thomas E. Howsare, single man, James D. Howsare, partners t/d/b/a Howsare Body Shop, formerly Howsare Brothers; Gary W. Howsare, single man, Thomas E. Howsare, single man, James D. Howsare and Vickie S. Howsare, husband and wife, Theresa Howsare, single woman, individually and as parent and natural guardian of Joey Howsare, a minor, said Deed dated July 9, 1997, and recorded in the Office of the Recorder of Deeds in and for Bedford County, Pennsylvania, in Record Book 661, Page 621.

Included within the description of Tract #2 and also conveyed by this Deed is a 10.00 acre tract and described as follows:

Tract No. 3 - Beginning at an iron pin in center of private road at corner of other lands of Gary W. Howsare, et al., thence in said private road and by other lands of Gary W. Howsare, et al., South 43° 04' 19" East 765.83 feet to iron pin; thence by other lands of Gary W. Howsare, et al., South 77° 24' 26" West 660.00 feet to iron pin; thence by same, North 43° 04' 19" West 765.83 feet to iron pin; thence by same, North 77° 24' 26" East 660.00 feet to iron pin, the place of Beginning. Containing 10.00 acres. Draft of survey made by Lester E. Henry, R.S., on November 3, 1977.

Being the same premises title to which became vested in Gary W. Howsare and Sandara D. Howsare, his wife, by Deed of Gary W. Howsare, Harry S. Howsare, Thomas E. Howsare and James D. Howsare, a partnership, t/d/b/a Howsare Body Shop, said Deed dated

November 30, 1977, and recorded in the Office of the Recorder of Deeds in and for Bedford County, Pennsylvania, in Deed Book Volume 335, Page 162. The parties were divorced by Decree dated March 7, 1996, in No. 526 for 1995 Bedford County Court of Common Pleas which incorporated the Marital Settlement Agreement dated February 28, 1996. By the terms of the Marital Settlement Agreement and Divorce Decree, the above-described parcel of land vested in Gary W. Howsare. By Deed dated March 4, 1996, and recorded in Bedford County Record Book 616, Page 266, Sandra D. Howsare quitclaimed to Gary W. Howsare all her interest in the various parcels of real estate. The 10 acre tract described herein as Tract No. 3 is situate entirely within the 194 acre 11 perches tract described herein as Tract No. 2.

Together with and subject to a right-of-way 20 feet in width and approximately one mile in length, as set forth in Agreement of Right-of-Way dated June 20, 1977, as recorded in Bedford County Record Book 80, Page 831. This conveyance is subject to the covenant and condition that Thomas E. Howsare, his heirs and assigns, shall have the continued right to shared use of the right-of-way for purposes of ingress, egress and regress.

Under and Subject to a right-of-way granted to United Telephone Company by instrument dated August 15, 1978, and recorded September 5, 1978, in Bedford County Record Book 83, Page 614.

Further Under and Subject to a right-of-way granted to South Penn Power Co. by instrument dated November 5, 1945, and recorded July 6, 1946, in Bedford County Miscellaneous Book 32, Page 352.

This property was entered in to the Clean and Green Program by instrument dated August 31, 2012, and recorded in Bedford County Record Book 1523, Page 301.

# **CLEAN AND GREEN RECORDING APPLICATION**

1. NAME:(S) <u>HOWSARE.</u>	GARY	<u> અ.</u>
(LAST)	(FIRST)	(M.1.)
(LAST)	(FIRST)	(M.I.)
(LAST)	(FIRST)	(M.1.)
(LAST)	(FIRST)	(M.L.)
	LARRIOR RIDGE ROAD	<del></del>
CLEAKY	ILLE, PA 13393	<del> </del>
THE LAND FOR WHICH APPLICATION IS	BEING MADE IS OWNED BY (A) (AN) (CHECK O	NE):
A. INDIVIDUAL	MAP # E.15-0.00-016  MAP # E.15-0.00-016  MAP # E.15-0.00-20'	0 (184.00 Ac.) D.B. GGI
B. PARTNERSHIP	_ MAP # E./3-0.00-0/	6-A (10.00 Ac.) 8.0. 335/
C. CORPORATION	_ MAP # E. 15-0.00-20'	7 ( <u></u>
D. INSTITUTION	_	195.443
E. COOPERATIVE	_	
F. OTHER (EXPLAIN)	<u>—</u>	
·	RETT AREA SCHOOL DEST.	
(34	mout district)	(TOWNSHIP)
UNDER WHICH CATEGORY DO YOU INT		
AGRICULTURAL USE AGRIC		
ARE YOU SUBMITTING A CONSERVATION	HI PLAN? <u>N/R</u> FOREST MANAGEMENT P	LAN? <u>N/A</u>
FOR ANY ADDITIONAL LAND YOU OWN V	WHICH MIGHT BE ELIGIBLE FOR USE-VALUE, BU	T FOR WHICH YOU DO NOT INTEND TO APPLY
. HAS THE LAND REPRESENTED ON THE	S APPLICATION BEEN ACTIVELY DEVOTED TO AGI	RICULTURAL USE FOR THE PAST THREE YEAR
APPLICANT HEREBY ACKNOWLEDGES	RSHIP OF A PORTION OF LAND, OR OF ANY TYPE I THAT, IF THE APPLICATION IS APPROVED FOR P BE DUE FOR A CHANGE IN USE OF THE LAND, A C	REFERENTIAL ASSESSMENT, ROLL-BACK TAI
		<i>t</i>
	G.W.H	<u> </u>

BK 1523PG 0301

### SELLER'S PROPERTY DISCLOSURE STATEMENT

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

1 I	PROPERTY	553	Warriors	Ridge Ro	I, C	learville	, PA	15535
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2 SELLER Calvin Fisher, John K. Fisher

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#### INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

- The Real Estate Seller Disclosure Law (68 P.S. §7301, et seq.) requires that before an agreement of sale is signed, the seller in a residential 4
- real estate transfer must disclose all known material defects about the property being sold that are not readily observable. A material defect 5
- 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 its normal useful life is not by itself a material defect.
- This property disclosure statement ("Statement") includes disclosures beyond the basic requirements of the Law and is designed to assist 9
- Seller in complying with disclosure requirements and to assist Buyer in evaluating the property being considered. Sellers who wish to see
- or use the basic disclosure form can find the form on the website of the Pennsylvania State Real Estate Commission. Neither this Statement
- nor the basic disclosure form limits Seller's obligation to disclose a material defect.
- 13 This Statement discloses Seller's knowledge of the condition of the Property as of the date signed by Seller and is not a substitute for any
- inspections or warranties that Buyer may wish to obtain. This Statement is not a warranty of any kind by Seller or a warranty or rep-
- resentation by any listing real estate broker, any selling real estate broker, or their licensees. Buyer is encouraged to address concerns
- about the condition of the Property that may not be included in this Statement.
- The Law provides exceptions (listed below) where a property disclosure statement does not have to be completed. All other sellers
- are obligated to complete a property disclosure statement, even if they do not occupy or have never occupied the Property.
- 1. Transfers by a fiduciary during the administration of a decedent estate, guardianship, conservatorship or trust. 19
- 2. Transfers as a result of a court order. 20
- 3. Transfers to a mortgage lender that results from a buyer's default and subsequent foreclosure sales that result from default. 21
- 4. Transfers from a co-owner to one or more other co-owners. 22
- 5. Transfers made to a spouse or direct descendant. 23
  - 6. Transfers between spouses as a result of divorce, legal separation or property settlement.
- 7. Transfers by a corporation, partnership or other association to its shareholders, partners or other equity owners as part of a plan of 25 liquidation. 26
- 8. Transfers of a property to be demolished or converted to non-residential use. 27
  - 9. Transfers of unimproved real property.
    - 10. Transfers of new construction that has never been occupied and:
      - 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.

	C	OMN	NON	i LAW	DUTY	TU	DISCLUSE
					_	_	_

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

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

43	Seller's Initials CWF	
	1.7 M. R.F.	

Date 6/12/2025

SPD Page 1 of 11

Buyer's Initials

Date

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rev. 3/21; rel. 7/21 553 Warriors Rides Rd

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	ID: A1AB7816-D486-4C2C-946F-2B9589CA4120
	v ince ID. At the

(heck yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question. Check unknown when the question does apply to the Property but you are not sure of the answer. All	uestion does not apply to the questions must be answered.
LSELLER'S EXPERTISE	Yes No Unk N/A
(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?	A
(B) Is Seller the landlord for the Property?	B
(C) Is Seller a real estate licensee?	C
Explain any "yes" answers in Section 1:	
2. OWNERSHIP/OCCUPANCY	Yes No Unk N/A
(A) Occupancy	1/
When was the Property most recently occupied?	AI I
2. By how many people?	A2
3. Was Seller the most recent occupant?	AS
4. If "no," when did Seller most recently occupy the Property?	A4
(B) Role of Individual Completing This Disclosure. Is the individual completing this form:	21 1/
1. The owner	B1 V
The executor or administrator	
3. The trustee	B3 B4
4. An individual holding power of attorney	C C
(C) When was the Property acquired? 2011	
(D) List any animals that have lived in the residence(s) or other structures during your ownership:	
Explain Section 2 (if needed):	
3. CONDOMINIUMS/PLANNED COMMUNITIES/HOMEOWNERS ASSOCIATIONS	
(A) Disclosures for condominiums and cooperatives are limited to Seller's particular unit(s). Disclosures regarding common areas or facilities are not required by the Real Estate Seller Disclosure Law.	[   N   VI.1   N/A
(B) Type. Is the Property part of a(n):	Yes No Unk N/A
1. Condominium	B1 //
<ol> <li>Homeowners association or planned community</li> </ol>	B2
3. Cooperative	B3
4. Other type of association or community, paid ([ ]Monthly)([ ] Quarterly)([ ] Yearly)	B-4
(C) If "yes," how much are the fees? 5, paid ([ ]Monthly)([ ] Quarterly)([ ] Yearly)	C
(D) If "yes," are there any community services or systems that the association or community is responsible for supporting or maintaining? Explain:	D
(E) If "yes," provide the following information:	
1. Community Name	EI
2. Contact	E2
3. Mailing Address	E3
Telephone Number	E4
(F) How much is the capital contribution/initiation fee(s): \$	F grown 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, condominium,
cooperative, or planned community. Buyers may be responsible for capital contributions, initiation fees or significant contributions.	milar one-time fees in addition
to regular maintenance fees. The buyer will have the option of canceling the agreement with the return of all	deposit monies until the cer-
tificate has been provided to the buyer and for five days thereafter or until conveyance, whichever occurs firs	it.
4. ROOFS AND ATTIC	
(A) Installation	Yes No Unk N/A
When was or were the roof or roofs installed?	Al
<ol><li>Do you have documentation (invoice, work order, warranty, etc.)?</li></ol>	A2 /
(B) Repair	
1. Was the roof or roofs or any portion of it or them replaced or repaired during your ownership?	B1 V
2. If it or they were replaced or repaired, were any existing roofing materials removed?	B2
(C) Issues	
1. Has the roof or roofs ever leaked during your ownership?	CI
2. Have there been any other leaks or moisture problems in the attic?	C2 V
3. Are you aware of any past or present problems with the roof(s), attic, gutters, flashing or down-	
spouts?	C3
Seller's Initials Date 6/12/2025 SPD Page 2 of 11 Buyer's Initials/_	Date
- R. F.	553 Warriers

	heck yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a q perty. Check unknown when the question does apply to the Property but you are not sure of the answer. All	uesti	on doe	s not a	apply to	o the
شئا	Explain any "yes" answers in Section 4. Include the location and extent of any problem(s) and any rethe name of the person or company who did the repairs and the date they were done:	epair	or rer	nedia	tion eff	orts,
5.	BASEMENTS AND CRAWL SPACES (A)Sump Pump		Yes	No.	Unk	N/A
	Does the Property have a sump pit? If "yes," how many?	Al		V		

5.	BASEMENTS AND CRAWL SPACES						
	(A)Sump Pump			Yes	No	Unk	N/A
	<ol> <li>Does the Property have a sump pit? If "yes," how many</li> </ol>	?	A1		V		
	2. Does the Property have a sump pump? If "yes," how ma	any?	A2		1		
	3. If it has a sump pump, has it ever run?		A3		-		
	4 If it has a sump pump, is the sump pump in working or (B) Water Infiltration	der?	Α4		V		
	<ol> <li>Are you aware of any past or present water leakage, accument or crawl space?</li> </ol>	mulation, or dampness v	within the base-		/		
	2. Do you know of any repairs or other attempts to control basement or crawl space?	l any water or dampness	s problem in the		V		
	3. Are the downspouts or gutters connected to a public sev		В3		V		
	Explain any "yes" answers in Section 5. Include the location the name of the person or company who did the repairs and	and extent of any prob I the date they were do	lem(s) and any repai one:	r or re	media	tion eff	orts,
6.	TERMITES/WOOD-DESTROYING INSECTS, DRYROT	, PESTS					
	(A)Status			Yes	No	Unk	N/A
	<ol> <li>Are you aware of past or present dryrot, termites/wood- Property?</li> </ol>	destroying insects or ot	her pests on the		V		
	2. Are you aware of any damage caused by dryrot, termites.	/wood-destroying insects	s or other pests?		V		
	(B) Treatment						
	1. Is the Property currently under contract by a licensed po	est control company?	BI		V	/	
	2. Are you aware of any termite/pest control reports or tre	atments for the Property	r? B2		V		A STATE OF THE PARTY OF THE PAR
	Explain any "yes" answers in Section 6. Include the name of	f any service/treatmen	t provider, if applica	able: _			
7.	STRUCTURAL ITEMS			Yes	No	Unk	N/A
	(A) Are you aware of any past or present movement, shifting, defoundations, or other structural components?		A		V		
	(B) Are you aware of any past or present problems with driveways the Property?		В		V		
	(C) Are you aware of any past or present water infiltration in the roof(s), basement or crawl space(s)?	house or other structures	s, other than the		V		
	(D) Stucco and Exterior Synthetic Finishing Systems						
	<ol> <li>Is any part of the Property constructed with stucco or an (EIFS) such as Dryvit or synthetic stucco, synthetic brid</li> </ol>	k or synthetic stone?	D1		1		
	<ol><li>If "yes," indicate type(s) and location(s)</li></ol>		D2	13 13 10	1		
	3. If "yes," provide date(s) installed		D3		7		
	(E) Are you aware of any fire, storm/weather-related, water, ha		Property? E		V		
	(F) Are you aware of any defects (including stains) in flooring	or floor coverings?	F		V		
	Explain any "yes" answers in Section 7. Include the location a	and extent of any probl	lem(s) and any repai	r or re	media	tion eff	orts,
	the name of the person or company who did the repairs and						
0	ADDITIONS/ALTEDATIONS			Vac	No	Hale	N/A
8.	ADDITIONS/ALTERATIONS	:	anan mada ta tha	Yes	No	Unk	IV/A
	(A) Have any additions, structural changes or other alterations ( Property during your ownership? Itemize and date all additi	ons/alterations below.	A				
		T	Were permits		inal ir	spection	ons/
	Addition, structural change or alteration	Approximate date	obtained?	ar	prova	ls obtai	ned?
	(continued on following page)	of work	(Yes/No/Unk/NA)			o/Unk/l	

Addition, structural change or alteration (continued on following page)	Approximate date of work	Were permits obtained? (Yes/No/Unk/NA)	Final inspections/ approvals obtained? (Yes/No/Unk/NA)

Seller's Initials Date 6/12/2025 SPD Page 3 of 11 Buyer's Initials Date Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com 553 Warrier 553 Warriors

Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered. Were permits Final inspections/ 104 approvals obtained? 165 Approximate date obtained? 166 (Yes/No/Unk/NA) Addition, structural change or alteration of work (Yes/No/Unk/NA) 167 168 169 170 171 172 A sheet describing other additions and alterations is attached. Unk N/A 173 174 (B) Are you aware of any private or public architectural review control of the Property other than zoning codes? If "yes," explain: 175 Note to Buyer: The PA Construction Code Act, 35 P.S. §7210 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 177 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 the prior owners. Buyers can have the Property inspected by an expert in codes compliance to determine 179 if issues exist. Expanded title insurance policies may be available for Buyers to cover the risk of work done to the Property by previous 180 181 owners without a permit or approval. Note to Buyer: According to the PA Stormwater Management Act, each municipality must enact a Storm Water Management Plan for 182 drainage control and flood reduction. The municipality where the Property is located may impose restrictions on impervious or semi-per-183 vious surfaces added to the Property. Buyers should contact the local office charged with overseeing the Stormwater Management Plan 184 to determine if the prior addition of impervious or semi-pervious areas, such as walkways, decks, and swimming pools, might affect your 185 ability to make future changes. 186 WATER SUPPLY 187 (A) Source. Is the source of your drinking water (check all that apply): N/A No Unk 188 189 2. A well on the Property 190 A2 3. Community water 191 A3 4. A holding tank 192 A4 5. A cistern 193 A5 6. A spring 194 A6 Other 195 47 If no water service, explain: 196 (B) General 197 When was the water supply last tested? 198 Test results: 199 2. Is the water system shared? 200 B2 If "yes," is there a written agreement? 201 **B3** 4. Do you have a softener, filter or other conditioning system? 202 **B**4 5. Is the softener, filter or other treatment system leased? From whom? 203 **B**5 6. If your drinking water source is not public, is the pumping system in working order? If "no," 204 explain: 205 **B6** (C) Bypass Valve (for properties with multiple sources of water) 206 1. Does your water source have a bypass valve? 207 CI 2. If "yes," is the bypass valve working? 208 CZ 209 1. Has your well ever run dry? DI 210 Depth of well 211 D2 3. Gallons per minute: \_\_\_\_\_, measured on (date) \_\_\_\_ 212 D3 4. Is there a well that is used for something other than the primary source of drinking water? 213 D4 If "yes," explain 214 5. If there is an unused well, is it capped? 215 D5 Seller's Initials Date

Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered. Yes No Unk N/A 119 1. Are you aware of any leaks or other problems, past or present, relating to the water supply, 220 221 pumping system and related items? EI 222 Have you ever had a problem with your water supply? E2 Explain any problem(s) with your water supply. Include the location and extent of any problem(s) and any repair or remedia-223 224 tion efforts, the name of the person or company who did the repairs and the date the work was done: 225 226 10. SEWAGE SYSTEM N/A Unk (A) General Ves 227 1. Is the Property served by a sewage system (public private or community)? 228 AI 2. If "no," is it due to unavailability or permit limitations? 224 A2 When was the sewage system installed (or date of connection, if public)? 230 A3 231 4. Name of current service provider, if any: 232 (B) Type Is your Property served by: 1. Public 233 RI 234 2. Community (non-public) B2 3. An individual on-lot sewage disposal system 235 R3 4. Other, explain: 236 **B4** (C) Individual On-lot Sewage Disposal System. (check all that apply): 237 1. Is your sewage system within 100 feet of a well? CI 238 2. Is your sewage system subject to a ten-acre permit exemption? 239 C2 3. Does your sewage system include a holding tank? 240 C3 4. Does your sewage system include a septic tank? 241 C4 5. Does your sewage system include a drainfield? C5 242 6. Does your sewage system include a sandmound? 243 C6 7. Does your sewage system include a cesspool? 244 C7 8. Is your sewage system shared? 245 C8 9. Is your sewage system any other type? Explain: 746 C9 10. Is your sewage system supported by a backup or alternate system? 247 C10 (D) Tanks and Service 248 1. Are there any metal/steel septic tanks on the Property? 249 DI 2. Are there any cement/concrete septic tanks on the Property? 250 D2 3. Are there any fiberglass septic tanks on the Property? 251 D34. Are there any other types of septic tanks on the Property? Explain 252 D4 5. Where are the septic tanks located? 253 **D5** 6. When were the tanks last pumped and by whom? 254 255 D6 (E) Abandoned Individual On-lot Sewage Disposal Systems and Septic 256 257 1. Are you aware of any abandoned septic systems or cesspools on the Property? EI 2. If "yes," have these systems, tanks or cesspools been closed in accordance with the municipality's 258 259 ordinance? (F) Sewage Pumps 260 1. Are there any sewage pumps located on the Property? 261 FI 2. If "yes," where are they located? 262 F2 3. What type(s) of pump(s)? 263 4. Are pump(s) in working order? 264 F4 5. Who is responsible for maintenance of sewage pumps? 265 266 (G) Issues 267 How often is the on-lot sewage disposal system serviced? 268 2. When was the on-lot sewage disposal system last serviced and by whom? 269 270 271 3. Is any waste water piping not connected to the septic/sewer system? G3 272 4. Are you aware of any past or present leaks, backups, or other problems relating to the sewage system and related items? Seller's Initials Date Date 6/12/2025 **Buyer's Initials** SPD Page 5 of 11 553 Warriors

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Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered. Explain any "yes" answers in Section 10. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date the work was done: 279 11. PLUMBING SYSTEM 280 Yes No Unk N/A (A) Material(s). Are the plumbing materials (check all that apply): 281 282 1. Copper AI 283 2. Galvanized U A2 284 3. Lead A3 4. PVC 285 Λ4 286 5. Polybutylene pipe (PB) A5 287 6. Cross-linked polyethyline (PEX) 46 288 7. Other A7 (B) Are you aware of any past or present problems with any of your plumbing fixtures (e.g., including but 289 290 not limited to: kitchen, laundry, or bathroom fixtures; wet bars; exterior faucets; etc.)? B 291 If "yes," explain: 292 12. DOMESTIC WATER HEATING 293 No Unk N/A Yes 294 (A) Type(s). Is your water heating (check all that apply): 295 1. Electric AI 296 2. Natural gas A2 3. Fuel oil 297 A3 4. Propane 298 A4 If "yes," is the tank owned by Seller? 299 300 A5 If "yes," is the system owned by Seller? 301 6. Geothermal A6 302 7. Other A7 303 (B) System(s) 304 How many water heaters are there? 305 BI Tankless 306 2. When were they installed? 307 B2 3. Is your water heater a summer/winter hook-up (integral system, hot water from the boiler, etc.)? **B3** 308 (C) Are you aware of any problems with any water heater or related equipment? 309 C If "yes," explain: 310 311 13. HEATING SYSTEM 312 (A) Fuel Type(s). Is your heating source (check all that apply): Yes No Unk N/A 313 1. Electric 314 AI 2. Natural gas 315 A2 3. Fuel oil 316 A3 4. Propane 317 44 If "yes," is the tank owned by Seller? 318 5. Geothermal 319 Α5 6. Coal 320 A6 7. Wood 321 A7 8. Solar shingles or panels 322 AS If "yes," is the system owned by Seller? 323 9. Other: 234 A9 (B) System Type(s) (check all that apply): 325 1. Forced hot air 326 RI 2. Hot water 327 **B2** 3. Heat pump 328 **B3** 4. Electric baseboard 329 B4 5. Steam 330 R5 6. Radiant flooring 331 **B6** 332 7. Radiant ceiling **B7** Date 6/12/2025 Seller's Initials C W/ E Date 333 SPD Page 6 of 11 **Buyer's Initials** ne Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the

Property. Cl	no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a queck unknown when the question does apply to the Property but you are not sure of the answer. All	quest	ions m	ust be	answe	red.
			Yes	No	Unk	N/A
8.	Pellet stove(s)	B8				
	How many and location?	_				
9.	Wood stove(s)	B9				
	How many and location? 1- besement	_		TO SEE		
10.	Coal stove(s)	B10				
	How many and location?					
11.	Wall-mounted split system(s)	B11				188
	How many and location?					
12.	Other:	_ B12	BOOK CONTRACT	-		1500
13	Other:	_ 6/2				
		. В13	1			
(C) Sta	itus					53
. ,	Are there any areas of the house that are not heated?	CI	Name and Address of the Owner, where	/		
			10000	0.000	1/	2000
2	If "yes," explain:	C2			1/	
3	When was each heating system(s) or zone installed?	. C2		7 2	11	
1	When was the heating system(s) last serviced?	_ C3		AND SECTION	1/	
٠.	Is there an additional and/or backup heating system? If "yes," explain:	C4	10000		-	20775
٥.	is there an additional and/or backup heating system? If "yes," explain:			//		
4	Is any part of the heating system subject to a lease, financing or other agreement?	. C5		17	-	239
0.	16" "	C6		V		-
(D) P	If "yes," explain:		E COM	Electric Control		100/100
(D) Fi	replaces and Chimneys					
1.	Are there any fireplaces? How many?	D1	1			Lace
2.	Are all fireplaces working?	D2	V			_
3.	Fireplace types (wood, gas, electric, etc.):	D3				
4.	Was the fireplace(s) installed by a professional contractor or manufacturer's representative?	D4			V	
	Are there any chimneys (from a fireplace, water heater or any other heating system)?	D5				
6.	How many chimneys?	D6				
7.	When were they last cleaned? Year 990  Are the chimneys working? If "no," explain:	D7				
8.	Are the chimneys working? If "no," explain:	D8	V			
	nel Tanks		5.4	1		
1.	Are you aware of any heating fuel tank(s) on the Property?	E1		1		
	Location(s), including underground tank(s):			4		
3.	If you do not own the tank(s), explain:	E3		V		
(F) A	e you aware of any problems or repairs needed regarding any item in Section 13? If "yes,"					
	plain:	_ F	The same of	NORTH DES		9000 (000)
	CONDITIONING SYSTEM					
	rpe(s). Is the air conditioning (check all that apply):		150.00			882
1.	Central air	Al	-	10000000		1000
	a. How many air conditioning zones are in the Property?				_	-
	b. When was each system or zone installed?	. 1b				1
	c. When was each system last serviced?	1c				_
2.	Wall units	A2				
	How many and the location?	_		1000		
3.	Window units	A3				
	How many?	_				
4.	Wall-mounted split units	A4				
	How many and the location?	_				
5.	Other	_ A5				
	None	A6				100
	the there any areas of the house that are not air conditioned?	В				
	"yes," explain:	.,	1000		3	
(C) A:	re you aware of any problems with any item in Section 14? If "yes," explain:	-	The Parent Land			100
(C) A	- Jou arrane of any problems with any term in Section 14. If yes, explain.	_ c				
_			_			1115
Seller's In	itials Date 6/12/2025 SPD Page 7 of 11 Buyer's Initials	1	Da	te		_

Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered. 392 15. ELECTRICAL SYSTEM 303 Unk N/A No (A) Type(s) Yes 304 1. Does the electrical system have fuses? AI 2. Does the electrical system have circuit breakers? A2 3. Is the electrical system solar powered? A3 307 a. If "yes," is it entirely or partially solar powered? 308 b. If "yes," is any part of the system subject to a lease, financing or other agreement? If "yes," 100 400 explain: (B) What is the system amperage? B 401 (C) Are you aware of any knob and tube wiring in the Property? C 402 (D) Are you aware of any problems or repairs needed in the electrical system? If "yes," explain: 403 404 16. OTHER EQUIPMENT AND APPLIANCES 405 (A) THIS SECTION IS INTENDED TO IDENTIFY PROBLEMS OR REPAIRS and must be completed for each item that 406 will, or may, be included with the Property. The terms of the Agreement of Sale negotiated between Buyer and Seller will deter-407 mine which items, if any, are included in the purchase of the Property. THE FACT THAT AN ITEM IS LISTED DOES NOT 408 MEAN IT IS INCLUDED IN THE AGREEMENT OF SALE. 409 (B) Are you aware of any problems or repairs needed to any of the following: 410 N/A Item Yes No N/A Yes No, Item 411 Pool/spa heater 412 A/C window units V Range/oven 413 Attic fan(s) V Refrigerator(s) 414 Awnings Satellite dish Carbon monoxide detectors 415 Security alarm system Ceiling fans 416 Smoke detectors 417 Deck(s) Sprinkler automatic timer 418 Dishwasher Stand-alone freezer 419 Dryer Storage shed Electric animal fence 420 Trash compactor Electric garage door opener 421 Washer 422 Garage transmitters Whirlpool/tub Garbage disposal 423 Other: In-ground lawn sprinklers 424 1. Intercom 425 2. Interior fire sprinklers 426 3. Keyless entry 427 4. Microwave oven 428 5. Pool/spa accessories 429 6. Pool/spa cover 430 (C) Explain any "yes" answers in Section 16: 431 432 Yes No Unk N/A 17. POOLS, SPAS AND HOT TUBS 433 (A) Is there a swimming pool on the Property? If "yes,": A 434 Al Above-ground or in-ground? 435 A2 Saltwater or chlorine? 436 A3 3. If heated, what is the heat source? 437 4. Vinyl-lined, fiberglass or concrete-lined? A4 438 5. What is the depth of the swimming pool? A5 439 6. Are you aware of any problems with the swimming pool? A6 440 7. Are you aware of any problems with any of the swimming pool equipment (cover, filter, ladder, 441 A7 447 lighting, pump, etc.)? (B) Is there a spa or hot tub on the Property? В 443 1. Are you aware of any problems with the spa or hot tub? BI 444 2. Are you aware of any problems with any of the spa or hot tub equipment (steps, lighting, jets, 445 446 cover, etc.)? 447 (C) Explain any problems in Section 17: 448 Seller's Initials Date 449

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	perty. Check unknown when the question does apply to the Property but you are not sure of the answer. All question does apply to the Property but you are not sure of the answer. All question does apply to the Property but you are not sure of the answer.		Yes	No	Unk	N		
	(A) Have any windows or skylights been replaced during your ownership of the Property?	Λ		1				
	(B) Are you aware of any problems with the windows or skylights?	В		V				
	Explain any "yes" answers in Section 18. Include the location and extent of any problem(s) and any remediation efforts, the name of the person or company who did the repairs and the date the work we	repa was	air, rep done:	olacen	ent or	_		
19.	LAND/SOILS					_		
	(A) Property		Yes	No	Unk	1		
	Are you aware of any fill or expansive soil on the Property?	Al						
		A2		/				
	3. Are you aware of sewage sludge (other than commercially available fertilizer products) being spread on the Property?	А3		/				
	4. Have you received written notice of sewage sludge being spread on an adjacent property?	A4		/		4		
	5. Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations on the Property?	A5		1				
	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 further information on mine subsidence insurance are available through Department of Environmental Protection Mine Subsidence Insurance Fund, (800) 922-1678 or ra-epmsi@pa.gov.							
	(B) Preferential Assessment and Development Rights							
	Is the Property, or a portion of it, preferentially assessed for tax purposes, or subject to limited devel-		Yes	No	Unk			
	opment rights under the:	D.	163	110	V	-		
	1. Farmland and Forest Land Assessment Act - 72 P.S.§5490.1, et seq. (Clean and Green Program)	BI	-		V,	100		
	2. Open Space Act - 16 P.S. §11941, et seq.	B2	-		1			
	Agricultural Area Security Law - 3 P.S. §901, et seq. (Development Rights)     Any other law/program:	B3 B4	-		0			
	Note to Buyer: Pennsylvania has enacted the Right to Farm Act (3 P.S. § 951-957) in an effort to limit which agricultural operations may be subject to nuisance suits or ordinances. Buyers are encouraged agricultural operations covered by the Act operate in the vicinity of the Property.	t the	circun	nstanc ate wh	es und ether	lei		
	(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):		Yes	No	Unk	T		
	1. Timber	CI		V,				
	2. Coal	C2		V				
	3. Oil	C3		0,				
	4. Natural gas	C4		1				
	<ol><li>Mineral or other rights (such as farming rights, hunting rights, quarrying rights) Explain:</li></ol>	C5		V				
	Note to Buyer: Before entering into an agreement of sale, Buyer can investigate the status of these rig engaging legal counsel, obtaining a title examination of unlimited years and searching the official rec the Recorder of Deeds, and elsewhere. Buyer is also advised to investigate the terms of any existing le to terms of those leases.	cord.	s in the	count	y Offic	ce		
	Explain any "yes" answers in Section 19:							
	FLOODING, DRAINAGE AND BOUNDARIES		W	l ar	** .	Т		
20.	(A) Flooding/Drainage		Yes	No	Unk	-		
20.	1. Is any part of this Property located in a wetlands area?	A1	-	/				
20.		A2	-	/				
20.	2. Is the Property, or any part of it, designated a Special Flood Hazard Area (SFHA)?		1	10	- Training	-		
20.	3. Do you maintain flood insurance on this Property?	A3		./				
20.	<ul><li>3. Do you maintain flood insurance on this Property?</li><li>4. Are you aware of any past or present drainage or flooding problems affecting the Property?</li></ul>	A3 A4		1				
20.	<ul> <li>3. Do you maintain flood insurance on this Property?</li> <li>4. Are you aware of any past or present drainage or flooding problems affecting the Property?</li> <li>5. Are you aware of any drainage or flooding mitigation on the Property?</li> </ul>			V				
20.	<ol> <li>Do you maintain flood insurance on this Property?</li> <li>Are you aware of any past or present drainage or flooding problems affecting the Property?</li> <li>Are you aware of any drainage or flooding mitigation on the Property?</li> <li>Are you aware of the presence on the Property of any man-made feature that temporarily or permanently conveys or manages storm water, including any basin, pond, ditch, drain, swale, culvert,</li> </ol>	A4 A5		1				
20.	<ol> <li>Do you maintain flood insurance on this Property?</li> <li>Are you aware of any past or present drainage or flooding problems affecting the Property?</li> <li>Are you aware of any drainage or flooding mitigation on the Property?</li> <li>Are you aware of the presence on the Property of any man-made feature that temporarily or per-</li> </ol>	Λ4		/				

<b>19</b>	Che	eck yes, i	no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a que eck unknown when the question does apply to the Property but you are not sure of the answer. All q	estion	does	not ap	ply to answer	the red.	
11		Explain	n any "yes" answers in Section 20(A). Include dates, the location and extent of flooding and toom water management features:	he co	nditio	n of a	ny ma	n-	
113	(B)	) Bounda	arios		Yes	No	Unk	N/A	
15	(6)		Are you aware of encroachments, boundary line disputes, or easements affecting the Property?	BI		V			
16			Is the Property accessed directly (without crossing any other property) by or from a public road?	B2		V	/		
17			Can the Property be accessed from a private road or lane?	B3		V			
18			a. If "yes," is there a written right of way, easement or maintenance agreement?	3a					
19			b. If "yes," has the right of way, easement or maintenance agreement been recorded?	3b					
20			Are you aware of any shared or common areas (driveways, bridges, docks, walls, etc.) or mainte-						
21			nance agreements?	B4					
22		Not	te to Buyer: Most properties have easements running across them for utility services and other red	sons	. In me	any ca	ses, the	e ease-	
23		men	ats do not restrict the ordinary use of the property, and Seller may not be readily aware of them. B	uyer.	s may	wish to	o deter	mine	
24 25	the existence of easements and restrictions by examining the property and ordering an Abstract of Title or searching the records in								
26 27		Explai	n any "yes" answers in Section 20(B):						
28	21.	HAZA	RDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES						
29		(A)Mo	ld and Indoor Air Quality (other than radon)		Yes	No	Unk	N/A	
30			Are you aware of any tests for mold, fungi, or indoor air quality in the Property?	A1		V		The same	
531 532		2.	Other than general household cleaning, have you taken any efforts to control or remediate mold or mold-like substances in the Property?	A2		V			
533		No	te to Buyer: Individuals may be affected differently, or not at all, by mold contamination. If mold c	onta	minati	on or	indoor	air	
534		que	ality is a concern, buyers are encouraged to engage the services of a qualified professional to do to	sting	z. Infor	rmatio	n on th	iis	
535 536			ue is available from the United States Environmental Protection Agency and may be obtained by coll 133, Washington, D.C. 20013-7133, 1-800-438-4318.	onta	ting L				
537		(B) Ra			Yes	No	Unk	N/A	
538			Are you aware of any tests for radon gas that have been performed in any buildings on the Property?	B1		V		12.00	
539			If "yes," provide test date and results	B2		1			
540		3.	Are you aware of any radon removal system on the Property?	В3		1			
541		(C) Le	ad Paint			10			
542 543		ed	he Property was constructed, or if construction began, before 1978, you must disclose any knowless of, and records and reports about, lead-based paint on the Property on a separate disclosure form.			1			
544			Are you aware of any lead-based paint or lead-based paint hazards on the Property?	C1		V			
545 546		2.	Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the Property?	C2		V			
547		(D) Ta				1 - /		1933	
548			Are you aware of any existing underground tanks?	D1		V	1000		
549		2.	Are you aware of any underground tanks that have been removed or filled?	D2		10/			
550		(E) Du	imping. Has any portion of the Property been used for waste or refuse disposal or storage?	E		1			
551		If	'yes," location:						
552		(F) Ot				1		128	
553 554			Are you aware of any past or present hazardous substances on the Property (structure or soil) such as, but not limited to, asbestos or polychlorinated biphenyls (PCBs)?	F1		V			
555 556		2.	Are you aware of any other hazardous substances or environmental concerns that may affect the Property?	F2		V			
557			If "yes," have you received written notice regarding such concerns?	F3		V			
558		4.	Are you aware of testing on the Property for any other hazardous substances or environmental			1./			
559 560		Expla	concerns? in any "yes" answers in Section 21. Include test results and the location of the hazardous sub	F4	ce(s) o	r env	ironmo	ental	
561		issue(			. ,				
562	22.		ELLANEOUS			1	1	Latte	
563			eds, Restrictions and Title		Yes	No	Unk	N/A	
564			Are there any deed restrictions or restrictive covenants that apply to the Property?	Al	_	-	-		
565 566		2.	Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the Property?	A2			V		
567	Se	ller's In	itials Date 6/12/2025 SPD Page 10 of 11 Buyer's Initials		_	ite			

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569	Check yes	heck unknown when the question does apply to the Property but you are not sure of the answer. All q	uestions m	ust be	answer	ed.		
	Troperty.	ricex unknown when the question does apply to the property out you are not safe of the union strains	Yes	No		N/A		
570 571 572	3.	Are you aware of any reason, including a defect in title or contractual obligation such as an option or right of first refusal, that would prevent you from giving a warranty deed or conveying title to the		1				
573	Property? (B) Financial							
574	88 70	Are you aware of any public improvement, condominium or homeowner association assessments						
575 576		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?	В1	/				
577 578 579	2.	Are you aware of any mortgages, judgments, encumbrances, liens, overdue payments on a support obligation, or other debts against this Property or Seller that cannot be satisfied by the proceeds of this sale?	B2	/				
580 581	3. (C) Lo	Are you aware of any insurance claims filed relating to the Property during your ownership?	В3	V				
582 583		Are you aware of any violations of federal, state, or local laws or regulations relating to this Property?	CI	1				
584	2.	Are you aware of any existing or threatened legal action affecting the Property?	C1	V				
585		lditional Material Defects						
586 587	1.	Are you aware of any material defects to the Property, dwelling, or fixtures which are not disclosed elsewhere on this form?	DI	1				
588 589 590		Note to Buyer: A material defect is a problem with a residential real property or any portion of it adverse impact on the value of the property or that involves an unreasonable risk to people on the structural element, system or subsystem is at or beyond the end of the normal useful life of such a subsystem is not by itself a material defect.	property.	The fa	ct that	a		
592 593 594	2.	After completing this form, if Seller becomes aware of additional information about the Proj inspection reports from a buyer, the Seller must update the Seller's Property Disclosure Statinspection report(s). These inspection reports are for informational purposes only.						
595	Expla	in any "yes" answers in Section 22:						
96	A 7777	CHAPAITO						
597 598		ACHMENTS he following are part of this Disclosure if checked:						
599		] Seller's Property Disclosure Statement Addendum (PAR Form SDA)						
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## **CONDITIONS OF SALE**

The terms and conditions of the present public sale, held August 30, 2025 (herein "Public Sale Date"), are as follows:

- 1. **SELLER**: This sale is held on behalf of CALVIN FISHER and JOHN R. FISHER, of 553 Warriors Ridge Road, Clearville, Pennsylvania (herein the "Seller") the present owner of the Premises as hereinafter set forth.
- 2. **PREMISES**: The property to be sold (herein the "Premises") is commonly known as, 553 Warriors Ridge Road, Clearville, Bedford County, Pennsylvania and is more particularly described in the Deed marked Exhibit "A" attached hereto, made a part hereof, and incorporated herein by reference.
- 3. PURCHASE AND DOWN PAYMENT: The auctioneer, Beiler-Campbell Auction Services, shall take bids upon the Premises, and, in the event that the Premises is placed in the hands of the auctioneer for sale, the highest bidder on the Premises shall be the Purchaser of the Premises at the highest bid (herein "Purchase Price"). The highest bidder (herein "Purchaser") shall immediately thereafter execute and deliver to Seller the Purchaser's Agreement attached to these Conditions of Sale and shall pay down Forty Thousand Dollars (\$40,000.00) as a down payment toward the Purchase Price as security for the performance of the terms and conditions of these Conditions of Sale and Purchaser's Agreement. Purchaser acknowledges that the down payment shall be paid to the Seller and shall not be held in escrow. Checks for the down payment will be deposited the next business day. Post-dated or undated checks shall be conclusively deemed to be dated on the date of this sale. The Purchaser further acknowledges that the Premises is not being sold subject to the ability of the Purchaser to obtain any financing for the purchase thereof.
- 4. **REBIDDING**: If the auctioneer believes that any reasonable disputes arise among bidders, the Premises may immediately be put up for renewal bidding by the auctioneer.
- 5. <u>TITLE</u>: The balance of the purchase money shall be paid at settlement, as hereinafter set forth, upon which payment Seller shall convey to Purchaser, by special warranty deed prepared at Purchaser's expense, good and marketable fee simple title to the Premises insurable without exception at regular rates by a title insurance company of Buyer's choice licensed to do business in the Commonwealth of Pennsylvania, free and clear of liens and encumbrances except as noted in these conditions, but subject to 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, and subject to all easements, encumbrances, or encroachments which would be apparent upon reasonable physical inspection of the Premises. Seller makes no representations as to the validity, existence, or condition of any vehicle title for any mobile or modular home situate on the Premises. Buyer shall bear the sole responsibility of conveying any mobile or modular home title at settlement, and/or the cancellation of same. This Paragraph 5 only sets forth the quality of title to be conveyed by Seller to Purchaser. Nothing herein shall be construed as obligating Seller to provide any title search, or title insurance, at Seller's expense. The costs of any title search and title insurance desired by Purchaser shall be the sole responsibility of Purchaser, as set forth in Paragraph 7 hereof.

If Seller is unable to convey title of the quality set forth above on or before the Settlement Date, (as hereinafter defined) Seller may have the option to extend the Settlement Date, as Seller and Purchaser may agree to in writing (the "Title Extension Period"), during which period Seller may seek to cure such title matters. If Seller declines to extend the Settlement Date or is unable to cure the title matters during any Title

Extension Period, Purchaser may elect either to (1) take such title as Seller can give or (2) terminate this Agreement. If Purchaser elects to terminate this Agreement as provided above, Seller will return to Purchaser all payments made to Seller on account of the Purchase Price and reimburse Purchaser for all costs for searching title, appraisals, inspections, and preparation of the deed, mortgage, and other settlement papers. This Agreement and all obligations hereunder will terminate upon Seller's return and payment of the above amounts.

6. <u>SETTLEMENT</u>: Settlement shall be held at the Law Offices of Glick, Goodley, Deibler & Fanning, LLP, 131 West Main Street, New Holland, Pennsylvania 17557, or at such other place as Purchaser may elect in Lancaster County or Bedford County on October 29, 2025 (herein "Settlement Date"), or before if Purchaser and Seller mutually agree, which time shall be of the essence of this Agreement. Possession of the Premises shall be given to Purchaser at settlement. Formal tender of deed and purchase money are waived.

On or before the tenth (10<sup>th</sup>) day following the Public Sale Date, Purchaser shall engage the services of an attorney and/or title company to prepare all documents to be executed at Settlement and to conduct Settlement.

- 7. **COSTS**: The costs related to this public sale, and the settlement on the Premises, shall be paid as follows:
  - (a) Purchaser shall provide and pay:
    - (i) All required state and local realty transfer taxes.
    - (ii) Any survey, if desired or required by Purchaser, other than a survey required to provide Seller with an adequate legal description.
    - (iii) Any and all disbursement fees, escrow fees, service fees, or similar fees or costs, purported to be charged against Seller by any title company or attorney holding settlement for the Premises, unless expressly contracted for in writing by Seller.
    - (iv) The cost of any title search at regular rates, title insurance, certification of title, examination of title, and title company or settlement services.
    - (v) Preparation of other documents, including, but not limited to, deed, mortgage, and bill of sale for personal property, if any, and all fees incurred at settlement, including attorney fees, tax certification fees, disbursement fees, recording fees, or settlement fees, whether purported to be billed against Purchaser or Seller, unless expressly contracted for in writing by Seller.
  - (b) Seller shall provide or pay for:
    - (i) Acknowledgements to deed.
    - (ii) Water and sewer rent, if any, through the earlier of the Settlement Date, or the date of prior delivery of possession to Purchaser.
    - (iii) A legally adequate description and preparing, obtaining, and/or recording releases or other documents or surveys reasonably required in order to make Seller's title to the

Premises insurable at regular rates by a title insurance company of Seller's choice licensed to business in the Commonwealth of Pennsylvania.

- (c) Real estate taxes upon the Premises shall be apportioned on a fiscal basis to the earlier of the Settlement Date, or the date of prior delivery of possession to Purchaser. However, if the Premises is subject to any preferential assessment via the Pennsylvania Clean and Green Act or otherwise and Purchaser does not continue such preferential assessment program at settlement or thereafter, Purchaser will be solely responsible for any roll-back taxes, interest, penalties, or other charges that accrue because of such discontinuance, regardless of the reason for the same.
- 8. **REJECTION OF BIDS**: Seller reserves the right to reject any and all bids. Seller reserves the right to withdraw the Premises from sale, and/or to adjourn the sale to a future date or dates.
- EMINENT DOMAIN AND EASEMENTS: Seller represents 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 orders that have not been complied with from any governmental authority to do work or correct conditions affecting the Premises of which Seller has knowledge; that no part of the Premises, except any part within utility reserve strips in developments or within legal limits of highways, is, or at settlement will be, subject to any easement for underground electric or telephone cable or sewer, gas, or water pipe serving other than this Premises, any petroleum products pipeline or public storm sewer, or any other easement, except such easements as may appear of record, such easements as may be disclosed by a reasonable inspection of the Premises, or which are noted in these Conditions. Any proceeding for condemnation or by eminent domain instituted against the Premises after the date hereof shall in no way affect Purchaser's obligation to purchase the Premises; provided that Purchaser shall receive credit for any proceeds, consideration, damages, or sums paid by any condemning authority as a result of such action if the same is paid prior to settlement. In the event that any such proceeds, consideration, damages, or sums are paid after the Settlement Date, Purchaser shall be entitled to receive the same. Seller shall be under no obligation to defend against or appear in any such action, provided that Seller provides Purchaser with notice of the institution of such action no later than 15 days after Sellers' receipt of notice thereof, and, in such event, Seller shall cooperate in Purchaser's defense of or appearance in such action, at Purchaser's expense.
- 10. <u>CONDITION OF PREMISES AND FIXTURES</u>: At settlement, the Premises and all its appurtenances and fixtures shall be in substantially the same condition as at present, except for the following: ordinary reasonable wear and tear; damages of any kind for which full or partial recovery may be had under Seller's or Purchaser's insurance; damages of any kind occurring after possession of the Premises has been given to Purchaser; damages arising from any condition of the Premises existing on the Public Sale Date; and/or, damages of any kind arising from any taking of the Premises by eminent domain.

Seller's Disclosure Statement attached hereto notwithstanding, by execution of Purchaser's Agreement, Purchaser acknowledges that he has had a full and complete opportunity to inspect the Premises. *The Premises is being sold unto Purchaser "AS IS"*, with no representation, guarantee or warranty regarding the condition of the Premises or any improvement or structure erected on the Premises, including, but not limited to, its structural integrity, roof, appliances, electrical system, heating system, plumbing, water system, sewage disposal system, or any portion thereof. The Lead-Based Paint Disclosure attached hereto notwithstanding, no representation is made or warranty given regarding the presence or absence of any hazardous or toxic substances, materials or wastes, or that the Premises is in compliance with any federal, state or local environmental laws or regulations.

In the event any repair or improvement to or any inspection or testing of the Premises is desired by Purchaser or by any lender proposing to provide Purchaser with financing for the purchase of the Premises, the costs of any such repair, improvement, inspection, or testing shall be payable solely by Purchaser. Seller reserves the right to refuse to permit any such repair, improvement, inspection, or testing or to impose such conditions upon any permitted repair, improvement, inspection, or testing as Seller deems appropriate, including, but not limited to, insurance coverage and indemnification and hold harmless agreements. Purchaser's Agreement shall not be conditioned upon any such repair, improvement, inspection, or testing, or upon any specific results obtained from such inspection or testing.

11. **REAL ESTATE SELLER DISCLOSURE ACT**: Purchaser acknowledges that the Real Estate Seller Disclosure Act, Act No. 84 of 1996 (68 P.S. §7301, et seq.) (herein "Seller Disclosure Act"), requires Seller of certain real estate to provide certain disclosures regarding the real estate offered for sale, on a form required by Seller Disclosure Act. Purchaser further acknowledges that Seller Disclosure Act provides for damages in the event such disclosures are not made.

Attached hereto is a Seller's Disclosure Statement. Purchaser, by the execution of Purchasers' Agreement attached to these Conditions of Sale, acknowledges that he has a full and complete opportunity to review the Disclosure Statement attached hereto, and acknowledges receipt thereof. Purchaser hereby waives any further compliance with Seller Disclosure Act by Seller. Purchaser hereby releases, remises and quitclaims unto Seller any and all claims, actions or causes of action under Seller Disclosure Act. Seller has not conducted or had conducted any inspection or examination of the Premises, or any fixtures or equipment included with the Premises, prior to the date of this sale. The Disclosure Statement shall not constitute a guaranty or warranty of the condition of the Premises, or any fixtures or equipment included with the Premises. The Disclosure Statement shall not amend or supersede the provisions of Paragraph 10 of these Conditions of Sale.

Purchaser further acknowledges that neither the attorney for Seller, nor the auctioneer, has made any specific representations regarding the condition of the Premises, and that Purchaser has not relied upon any representations or statements of the attorney for Seller or auctioneer. Purchaser releases the attorney for Seller and the auctioneer from any claims, actions or causes of action arising from or due to any defect in the Premises existing on the date of this sale.

- 12. **LEAD BASE PAINT DISCLOSURE & WAIVER OF RISK ASSESSMENT**: This notice is provided pursuant to the requirements of regulations promulgated by the United States Environmental Protection Agency (herein "EPA"), 24 C.F.R. Part 35, and 40 C.F.R. Part 745. The Disclosure required by such regulations is attached hereto and made a part hereof. By the execution of Purchasers' Agreement attached to these Conditions of Sale, Purchaser acknowledges that he has reviewed the information as set forth in the Disclosure attached hereto, and certifies that, to the best of his knowledge, the information provided therein is true and accurate. Purchaser also waives rights under the aforesaid statute to be provided with a pamphlet required by the cited regulations about the dangers of lead poisoning. The attached Disclosure contains a waiver of risk assessment. As a result of the waiver of risk assessment as set forth in the attached Disclosure, Purchaser acknowledges that the Premises is to be sold "AS IS", and shall not be subject to or contingent upon any such assessment or inspection for the presence of lead-based paint or lead-based paint hazards.
- 13. **RADON DISCLOSURE**: Radon is a radioactive gas produced naturally in the ground by the normal decay of uranium and radium. Uranium and radium are widely distributed in trace amounts in the earth's crust. Descendants of Radon gas are called Radon daughters, or Radon progeny. Several Radon daughters emit alpha radiation, which has high energy but short range. Studies indicate the result of extended exposure to high levels of Radon gas/Radon daughters is an increased risk of lung cancer. Radon gas originates in soil and rocks.

It diffuses, as does any gas, and flows along the path of least resistance to the surface of the ground, and then to the atmosphere. Being a gas, Radon can also move into any air space, such as basements, crawl spaces and permeate throughout the home. If a house has a Radon problem, it can usually be cured by increased ventilation and/or preventing Radon entry. The Environmental Protection Agency advises corrective action if the annual average exposure to Radon daughters exceeds 0.02 working levels. Further information can be secured from the Department of Environmental Resources Radon Project Office, Call 1-800-23RADON or (215) 369-3590. Purchaser acknowledges that Purchaser has the right to have the buildings inspected to determine if Radon gas and/or daughters are present. Purchaser waives this right and agrees to accept the Premises AS IS, with no certification from Seller. Purchaser releases, quit claims, and forever discharges Seller, their heirs and assigns, from any and all claims, losses, or demands, including personal injuries, and all of the consequences thereof, whether now known or not, which may arise from the presence of Radon in any building on the Premises. Seller has no knowledge concerning the presence or absence of Radon.

- 20NING: The parties acknowledge that no representation whatsoever is made concerning zoning of the Premises, or the uses of the Premises that may be permitted under local ordinances, and that Purchaser has satisfied himself that the zoning of the Premises is satisfactory for his contemplated use thereof. Purchaser hereby waives any applicable requirement for Seller to provide a certification of zoning classification prior to settlement pursuant to Disclosure Act of July 27, 1955, P.L. 288, §3, as amended and reenacted (21 P.S. §613). If Purchaser's intended use requires any federal, state, or local permits or inspections, including, but not limited to, use or occupancy permits, Purchaser is responsible for obtaining such permits or inspections at Purchaser's expense.
- 15. <u>INCLUSIONS WITH PREMISES</u>: Included in this sale are all buildings, improvements, rights, privileges, and appurtenances to the Premises, including if any, but not limited to:
  - (a) Any water softening system;
  - (b) Any central air conditioning fixtures and systems;
  - (c) Radio and television aerials, masts, and mast and rotor equipment;
  - (d) Any gas, electric, heating, plumbing, lighting, or water fixtures and systems;
  - (e) Storm doors and windows, screen doors and fitted window screens;
  - (f) Any roller or Venetian blinds, curtain and drapery rods and hardware;
- (g) Any laundry tubs, radiator covers, cabinets, awnings, or any other articles permanently affixed to the Premises, except as herein set forth.

No items of personal property are included in the sale of the Premises unless otherwise specifically set forth herein. Nothing in Sellers' Disclosure Statement attached hereto, setting forth the condition of any items of household goods, shall be interpreted as representing that the same shall be included in the sale of the Premises, unless such items are specifically listed in this Paragraph.

- 16. **EXCLUSIONS FROM PREMISES**: The following items are expressly excluded from the sale and will be removed from the Premises by Seller prior to settlement, the Premises to be restored to reasonable condition by Seller prior to settlement:
- 17. <u>1031 EXCHANGE</u>: If Seller desires to effectuate a 1031 tax deferred exchange, Purchaser agrees to cooperate with Seller and sign all necessary documents to do so provided that it does not pose any additional risk or expense to Purchaser.

- 18. <u>USE AND OCCUPANCY</u>: Purchaser is responsible to obtain and pay for the costs of any desired or required use and occupancy permit and any inspections or certifications required by a governing authority to occupy or settle on the Premises.
- 19. <u>FIRE INSURANCE</u>: Seller will continue in force the present insurance coverage upon the Premises until delivery of deed or possession to Purchaser, whichever event shall first occur, and, in case of loss, will credit on account of the purchase price at settlement any insurance collected or collectible either by Seller, or any mortgagee, or other loss payee thereof. Purchaser should inquire after the Premises is struck off concerning the amount of such insurance.
- 20. <u>PURCHASERS' DEFAULT</u>: In case of noncompliance by Purchaser with any term of these Conditions, Seller has the option, in addition to all other remedies provided by law or at equity, to exercise any one or more of the following remedies:
  - (a) To retain Purchaser's down money as liquidated damages, regardless of whether or not, or on what terms, the Premises is retained or resold; or
  - (b) To resell the Premises, at public or private sale, with or without notice to Purchaser, and hold Purchaser liable for the actual loss resulting from such resale, including attorneys' fees and costs incurred by Seller as a result of Purchaser's default. Seller may retain the down money paid hereunder as security for payment of such loss.
- 21. <u>SUMMARY OF CONDITIONS</u>: Purchaser acknowledged that these Conditions of Sale were available for inspection by Purchaser prior to the commencement of bidding and sale of the Premises, that Purchaser had an opportunity to review the full Conditions of Sale, and that Purchaser understands the contents thereof and all terms and conditions under which the Premises is being sold, agreeing to be bound by the full terms and conditions as set forth therein. Purchaser acknowledges that only a summary of the Conditions of Sale was read prior to commencement of bidding on the Premises, and that Purchaser is not relying upon the public reading of the Conditions of Sale as a complete statement of the terms and conditions for sale of the Premises.
- 22. **PARTIES BOUND**: These Conditions of Sale and Purchaser's Agreement made hereunder shall be binding upon the parties hereto and their respective heirs, successors, personal representatives and assigns.
- 23. <u>CONSTRUCTION</u>: All references to the highest bidder, Purchaser or Purchaser contained herein shall be deemed to refer to all Purchasers, jointly and severally, whether referred to in the singular or plural, or masculine or female, form.
- 24. <u>ASSIGNMENT</u>: Purchaser may not assign these Conditions of Sale, in whole or in part, without first obtaining the written approval of Seller.
- 25. <u>INTENT</u>: This Agreement represents the whole Agreement between the parties, and any representations concerning the Premises, or otherwise, made prior to the execution of Purchaser's Agreement, are hereby superseded by this Agreement.
- 26. <u>AMENDMENT</u>: No modification of these Conditions of Sale shall be valid unless made in writing, executed with the same degree of formality as these Conditions of Sale and Purchaser's Agreement attached hereto.

- 27. **EFFECT OF WAIVER OR CONSENT**: A consent or waiver by Seller, express or implied, to or of any breach or default by Purchaser in the performance of these Conditions of Sale is not a consent or waiver to or of any other breach or default. Failure on the part of Seller to complain of any act of Purchaser or to declare Purchaser in default of these Conditions of Sale, irrespective of how long that failure continues, does not constitute a waiver by Seller of Seller's rights with respect to that default until the applicable statute-of-limitations period has run.
- 28. **SEVERABILITY**: If any provision of these Conditions of Sale or the application thereof to any person, entity or circumstance is held invalid or unenforceable to any extent, the remainder of these Conditions of Sale and the application of that provision to other persons, entities or circumstances are not affected thereby. In such event, the invalid or unenforceable provision will be enforced to the greatest extent permitted by law.

### 29. <u>EXECUTION IN COUNTERPART OR BY FASCIMILE OR ELECTRONICALLY:</u>

This Agreement may be executed by facsimile or electronically and/or in counterparts, each of which shall be deemed an original Agreement and when combined shall constitute one Agreement.

IN WITNESS WHEREOF, Seller has executed these Conditions of Sale, intending to be legally bound hereby, on the day and year first above written.

Calvin Fisher	<u> </u>
John R. Fisher	
Seller's forwarding address:	
Phone: Email:	

c/o Ashley Glick, Esq. Law Firm of Glick, Goodley, Deibler & Fanning, LLP 131 West Main Street New Holland, PA 17557 717-354-7700

# **EXHIBIT "A" – LEGAL DESCRIPTION**

## **PURCHASER'S AGREEMENT & RECEIPT**

The undersigned, as Purchaser, intending to be legally bound hereby, acknowledges that Purchaser has examined the Conditions of Sale attached hereto available for inspection prior to sale of the Premises, and agrees to be bound by the full terms thereof, further acknowledging that only a summary of the Conditions was read prior to commencement of bidding for the Premises. If more than one Purchaser signs, each are jointly and severally liable.

	s described in the foregoing Conditions of	
conditions as therein set forth, for the sum of		
	(\$	) Dollars.
If Purchaser fails to make settlement as authorizes any attorney of any court to appear for jointly or severally, for all sums due hereunder, in by private or public sale, with or without notice hereof, together with interest at the rate of Ten (1 (10%) Percent of the amount then due, but in no e all costs of suit, release of heirs, and waiver of waiver of all appraisement, stay, and exemption Attorney shall not be affected by the disability of the	r Purchaser, or any of them, and to confest cluding any loss resulting from resale of the to Purchaser, upon filing of an Affidav 0%) Percent per annum, and together with event less than Two Thousand Five Hundre appeals, and without stay of execution. I laws of any state, now in force or here.	ss judgment against Purchaser he Premises by Seller, whethe vit of Default under the terms ha collection fee equal to Tered 00/100 (\$2,500.00) Dollars This warranty shall include a
Purchasers execute this Agreement on Au	gust 30, 2025, intending to be legally bour	nd hereby.
Purchaser 1 Sign:	Address:	
Purchaser 1 Print:		
Purchaser 2 Sign:	Phone:	
Purchaser 2 Print:	Email:	· · · · · · · · · · · · · · · · · · ·
The undersigned ackno	owledges that Purchaser paid Seller the sun	n of
Forty Thousand Dollars (\$40,000.00), re	epresenting the down payment for the purch	hase of the Premises.
GLICK, GOOD	LEY, DEIBLER & FANNING, LLP	
Law Firm of Glic	ick, Esquire, Attorney for Seller ck, Goodley, Deibler & Fanning, LLP in Street, New Holland, PA 17557	

717-354-7700



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