

HURLEY

REAL ESTATE & AUCTIONS

2800 BUCHANAN TRL E | GREENCASTLE | PA 17225



5868 Orchard Rd, Huntingdon, PA 16652

Beautiful country home on over 20 acres near Raystown Lake, offering spacious living, versatile outbuildings, and picturesque land perfect for recreation or hobby farming.

Auction Date: Thursday, October 23, 2025 @ 3pm

Open Houses: Saturday, October 11, 2025, 2pm-3pm
Saturday, October 18, 2025, 2pm-3pm

AV002056 | Matthew Hurley AU003413L, Broker: PA RM421467; MD 597462; WV WVB230300885; VA 0225271921 | Kaleb Hurley AU006233, Agent: PA RS360491; MD 5009812 | Jacob Hurley AU006421

HURLEYAUCTIONS.COM | 717-597-9100





Dear Prospective Buyer,

Hurley Real Estate & Auctions is pleased to have been chosen to offer you this property. We encourage all potential buyers to inspect the property and the enclosed information prior to bidding. For your convenience, we've included the following:

- General Information
- Deed
- Aerial
- Conditions of Public Sale
- Disclosures
- How to Buy Real Estate at Auction
- Methods of Payment
- Financing Available
- Settlement Companies

If you have any questions after reviewing this report, please don't hesitate to call any time. We are looking forward to seeing you at the auction on October 23, 2025.

Sincerely,
The Hurley Team

DISCLAIMER & ABSENCE OF WARRANTIES | *All information contained in this brochure & all related materials are subject to the terms & conditions outlined in the purchase agreement. Information contained in advertisements, information packet, estimated acreages, and marked boundaries are based upon the best information available to Hurley Real Estate and Auctions at the time of preparation & may not depict exact information on the property. **Each potential buyer is responsible for conducting his/her own independent inspection, investigations, and inquiries concerning the real estate. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors or omissions is assumed by seller or Hurley Real Estate and Auctions.***



Terms: \$10,000 in certified funds day of auction. (See Payment & Financing page for detailed info.) Announcements made on the day of sale take precedence over all printed material. (See Payment & Financing page for detailed info.) 2% Buyers premium will be added to final bid price.

Closing Location: As agreed upon by the Buyer and Seller.

Buyer possession: Buyer will have immediate possession upon closing.

General Information: BEAUTIFUL HOME ON OVER 20 ACRES NEAR RAYSTOWN LAKE! Enjoy the best of country living just minutes from Raystown Lake and local boat launches! This property offers over 20 acres of land with breathtaking views, abundant wildlife, and endless opportunities for recreation. The spacious home features 3 bedrooms, 2.5 bathrooms, a living room, office, laundry area, sunroom, and a finished basement with large family rooms, a game room, and plenty of storage. Additional highlights include an attached 2-car garage, a 40x60 pole building, and a bank barn with 4 horse stalls. With approximately 6± acres of pasture, it's perfect for livestock, horses, or hobby farming. A rare chance to own your own private retreat surrounded by natural beauty! This property is in Clean and Green.

This home has the following features:

- 3 Bedrooms (Upstairs)
 - Bedroom 1: 12 x 15
 - Bedroom 2: 12 x 13
 - Bedroom 3: 11 x 13
- Kitchen: 12 x 14
- Dining Room: 14 x 18
- Living Room: 12 x 13
- Sunroom: 12 x 12
- Laundry Room: 6 x 7
- Office: 12 x 12

Year House Built: 1994

Acreage: 20.66± Acres

County: Huntingdon

Zoning/Land Use: Please call Walker Township

Planning and Zoning at (717) 235-2460

Taxes: Approximately \$3,074

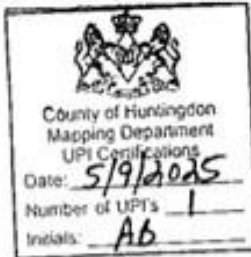
Tax ID: 51-08-24

Utilities:

- Water: Well
- Sewer: Septic
- Heating: Forced Air- Propane (Owned)
- Cooling: Central A/C

School District: Huntingdon Area

Local Hospital: Penn Highlands Huntingdon



RECORDED
05/09/2025 11:09:56 AM
Kelsey Dunn
Register and Recorder
Clerk of Orphans' Court
Huntingdon County, PA
Instrument: 2025-001653

UPI NUMBER 51-08-24

THIS INDENTURE,

MADE THE 6th day of May, in the year of our Lord two thousand twenty-five (2025).

BETWEEN: LYNN M. HINKLE, a/k/a LYNN HINKLE, individually and as Executrix of the ESTATE OF RICHARD L. HINKLE, a/k/a RICHARD LEE HINKLE, a/k/a RICHARD HINKLE, Late of Walker Township, Huntingdon County, Pennsylvania, GRANTOR

AND: LYNN M. HINKLE, widow, of 5868 Orchard Road, Huntingdon, Pennsylvania 16652, GRANTEE

WHEREAS, the said Richard L. Hinkle, a/k/a Richard Lee Hinkle, a/k/a Richard Hinkle, was vested in his lifetime with title to the premises hereinafter described, situate in Walker Township, Huntingdon County, Pennsylvania; and

WHEREAS, the said Richard L. Hinkle, a/k/a Richard Lee Hinkle, a/k/a Richard Hinkle, died testate on January 12, 2021, a resident of Walker Township, Huntingdon County, Pennsylvania; and

WHEREAS, on March 17, 2025, the Last Will and Testament of the said Richard L. Hinkle, a/k/a Richard Lee Hinkle, a/k/a Richard Hinkle, was duly probated in the Office of the Register of Wills for Huntingdon County and Letters Testamentary were granted to Lynn M. Hinkle by the Register of Wills for Huntingdon County.

NOW THIS INDENTURE WITNESSETH, that the said Grantor, for and in consideration of the sum of **One and 00/100 (\$1.00) Dollar, lawful money of the United States to her in hand paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, granted, bargained, sold, aliened, released and confirmed, and by these presents, does grant, bargain, sell, alien, release and confirm unto the Grantee, her heirs and assigns,**

TRACT NO. 1: ALL that certain tract of parcel of land and premises situate, lying and being in the Township of Walker, County of Huntingdon and Commonwealth of Pennsylvania, more particularly described as follows:

BEGINNING at a point or iron pin at the common corner of the lot herein conveyed, lands now or formerly of Weyant and lands now or formerly of Blair, being the Northwesterly corner of the lands



now or formerly of Jessie K. Swigart, widow, thence by lands now or formerly of Blair, North 38 degrees 55 minutes East a distance of 237.93 feet to a point; thence by same, North 36 degrees 45 minutes East a distance of 246.76 feet to a point at lands now or formerly of Hearn; thence by lands now or formerly of Hearn, North 53 degrees 39 minutes East a distance of 466.13 feet to a point; thence by same, North 38 degrees 51 minutes East a distance of 825.53 feet to a point at lands now or formerly of Powell and other lands now or formerly of Jessie K. Swigart, widow; thence by other lands now or formerly of Jessie K. Swigart, widow, identified as Lot No. 2 containing 37.40 acres, South 04 degrees 13 minutes West a distance of 1421.29 feet to a point or iron pin at other lands now or formerly of Jessie K. Swigart, widow, and lands now or formerly of Weyant; thence by lands now or formerly of Weyant, South 53 degrees 34 minutes West a distance of 719.82 feet; thence by same, North 43 degrees 01 minute West a distance of 742.50 feet to a point or iron pin, the place of beginning. CONTAINING 23.53 acres and being designated as Lot No. 1 on an approved subdivision of Jessie K. Swigart, widow, duly recorded in the Office of the Recorder of Deeds of Huntingdon County in Plan Book 80, page 756.

TOGETHER with a permanent right-of-way 40 feet in width extending through Lot No. 2 of the said subdivision, said right-of-way to be used as a permanent means of ingress, egress and regress to and from said lands, to be used for all purposes in perpetuity, the centerline of said right-of-way being described as follows: **BEGINNING** at a point or iron pin in the centerline of Township Route 438 as shown in said subdivision plan; thence South 38 degrees 37 minutes West a distance of 240.66 feet to a point or iron pin, South 40 degrees 44 minutes West a distance of 194.89 feet to a point or iron pin, South 09 degrees 22 minutes West a distance of 198.65 feet to a point or iron pin, South 25 degrees 00 minutes West 74.23 feet to a point or iron pin, South 50 degrees 13 minutes West a distance of 147.19 feet to a point or iron pin, South 72 degrees 20 minutes West a distance of 113.81 feet to a point or iron pin, said point or iron pin being on the Easterly side of the lands above described.

BEING the same premises title to which became vested in Richard Hinkle, a/k/a Richard L. Hinkle, a/k/a Richard Lee Hinkle, and Patti Ann Hinkle, his wife, by Deed of Jessie K. Swigart, widow, dated April 30, 1993, and recorded in the Office of the Recorder of Deeds for Huntingdon County on September 16, 1993, in Record Book 330, page 93. **ALSO BEING** the same premises title to which became vested in Richard Hinkle, a/k/a Richard L. Hinkle, a/k/a Richard Lee Hinkle, by Deed of Richard Hinkle and Patty Ann Hinkle dated July 11, 1994, and recorded in the Office of the Recorder of Deeds for Huntingdon County on July 12, 1994, in Record Book 358, page 957.

EXCEPTING AND RESERVING a parcel of land containing 8.839 acres, more or less, as conveyed by Richard Hinkle and Patty Ann Hinkle, husband and wife, to Clair E. Yinger by Deed dated July 15, 1993, and recorded in the Office of the Recorder of Deeds for Huntingdon County on July 16, 1993, in Record Book 330, page 97.

TRACT NO. 2: **ALL** that certain piece, parcel or plot of land, situated in the Township of Walker, County of Huntingdon and Commonwealth of Pennsylvania, more particularly bounded and described as follows:



BEGINNING at a found iron pin, being the common corner of the premises herein conveyed, premises now or formerly of John K. Cowan, lands now or formerly of John C. and Janet U. Powell, and lands now or formerly of Richard Hinkle; thence South 87 degrees 10 minutes 37 seconds East 476.81 feet to a point in the center of Highway Route T-438, also known as Orchard Road; thence by a curve to the left, having a radius of 261.47 feet, an arc length of 92.98 feet, a chord bearing of South 16 degrees 14 minutes 08 seconds West and a chord length of 92.49 feet; thence South 33 degrees 18 minutes 32 seconds West 91.65 feet to a point; thence South 35 degrees 36 minutes 48 seconds West 193.61 feet to a point; thence by a curve to the left, having a radius of 348.55 feet, an arc length of 135.90 feet, a chord bearing of South 24 degrees 26 minutes 38 seconds West and a chord length of 135.04 feet; thence South 13 degrees 16 minutes 27 seconds West 119.11 feet to a point; thence by a curve to the right, having a radius of 256.84 feet, an arc length of 112.55 feet, a chord bearing of South 25 degrees 49 minutes 40 seconds West and a chord length of 111.65 feet to a point; thence South 38 degrees 22 minutes 52 seconds West 229.20 feet to a point; thence by a curve to the left, having a radius of 180 feet, an arc length of 119.13 feet, a chord bearing of South 19 degrees 25 minutes 17 seconds West and a chord length of 116.97 feet; thence by a curve to the left, having a radius of 150 feet, an arc length of 129.38 feet, a chord bearing of South 25 degrees 10 minutes 17 seconds West and a chord length of 125.41 feet to a point; thence by other lands, now or formerly of Richard Hinkle, North 04 degrees 09 minutes 17 seconds East 1091.99 feet to a found iron pin and the place of beginning. **CONTAINING** 5.974 acres and being identified as Lot No. 8D in a Plan of Lots prepared by Africa Engineers and Land Surveyors, Inc., dated April 13, 2007, and recorded in the Office of the Recorder of Deeds of Huntingdon County in Plan Book 8, page 274d.

UNDER AND SUBJECT, NEVERTHELESS, to all of the rights reserved by others in previous Deeds, including, but not limited to:

- (a) A right-of-way 40 feet in width extending from Highway Route T-438 (Orchard Road) to land now or formerly of Gerald W. Bair.
- (b) As of the date of this Deed, the premises herein conveyed have been dedicated for the express purpose of side lot addition and have not been approved for the installation of any sewage disposal facility.
- (c) Subdivision Plan recorded in Plan Book 8, page 274d.

BEING the same premises title to which became vested in Richard Hinkle and Lynn Hinkle, husband and wife, by Deed of Carl M. Grubb and Bonnie K. Grubb, husband and wife, dated September 4, 2007, and recorded in the Office of the Recorder of Deeds for Huntingdon County on September 6, 2007, in Record Book 864, page 726.

The above-described parcels being further identified as UPI Number 51-08-24.



HAZARDOUS WASTE: The Grantor herein states that the hereinabove described property is not presently being used for the disposal of hazardous waste, nor to the best of her knowledge, information and belief has it ever been used for the disposal of hazardous waste. This statement is made in compliance with the Solid Waste Management Act No. 1980-97, Section 405. 35 P.S. 6018.405.

BMZ LAW, P.C. ACTING AS SCRIVENER ONLY.

TOGETHER with all and singular ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and also, all the estate, right, title, interest, use, trust, property, possession, claim and demand whatsoever, the Grantor, in law, equity or otherwise howsoever, of, in, to or out of the same.

TO HAVE AND TO HOLD the said real estate, hereditaments and premises hereby granted and released, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, her heirs and assigns, to and for the only proper use and behoof of the said Grantee, her heirs and assigns, forever.

AND the said Grantor, for herself, her heirs, executors and administrators, do covenant, promise and agree, to and with the said Grantee, her heirs and assigns, by these presents, that she, the said Grantor and her heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, her heirs and assigns, against them, the said Grantor and her heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him, her, them or any of them, shall and will, subject as aforesaid **WARRANT** and forever **DEFEND**.

WITNESS the due execution hereof the day, month and year first above written.

WITNESS:

Kenn Rusk

Lynn M. Hinkle (SEAL)
Lynn M. Hinkle, individually

Kenn Rusk

Lynn Hinkle (SEAL)
a/k/a Lynn Hinkle, individually

Kenn Rusk

Lynn M. Hinkle (SEAL)
Lynn M. Hinkle, Executrix of the Estate
Estate of Richard L. Hinkle, a/k/a Richard
Lee Hinkle, a/k/a Richard Hinkle



RECORDED
08/07/2014 10:50:12
Sonia Cooper
Register and Recorder
Clerk of Orphans' Court
Huntingdon County, PA
Instrument 2014-003654

**APPLICATION - PENNSYLVANIA FARMLAND AND FOREST
LAND ASSESSMENT ACT "CLEAN AND GREEN"**

TOWNSHIP/BORO WALKER ACREAGE 20.66

PARCEL NUMBER 51-08-24

1. Name: HINKLE Richard L
(Last) (First) (M.I.)

Name: HINKLE Lynn M
(Last) (First) (M.I.)

2. Mailing Address: 5868 Orchard Road Huntingdon
(Street, RD. or Box #) (County)

Huntingdon PA 16652
(City) (State) (Zip Code)

814-627-4141
(Phone)

3. The land for which application is being made is owned by (a) (an) (Check one):
A. Individual ☒ B. Partnership _____ C. Corporation _____
D. Association _____ E. Cooperative _____ F. Other (explain) _____

4. Is this parcel ten (10) contiguous acres or more in size? Yes ☒ No _____

5. If this parcel is less than ten (10) acres, can you verify that the land is devoted to agricultural use, and will generate an annual gross income of \$2,000? (Proof of the income will be required on a yearly basis.)
Yes _____ No _____

6. If this parcel has open tillable land, is it now devoted to Agriculture Use, and has it been in use as such for the past 3 years?
Yes ☒ No _____

7. If this parcel has forestland, is the land stocked with trees of any size, and is it capable of producing wood products in excess of twenty-five (25) cubic feet per acre per year?
Yes ☒ No _____

8. Is the land in this application leased for minerals? Yes _____ No ☒

9. If you have documentation supporting soil types or timber types, such as a conservation plan or a forestry management plan, please supply copies of this information with your application. This is not, however, a requirement for submitting an application.

10. Do you understand when this application is approved, the parcel will remain in the program, even if an ownership change is recorded, until the landowner changes the land use and will then be subject to roll back taxes according to the act?
Yes ☒ No _____



The applicant hereby agrees, subject to approval of this application, that they or a designated representative will submit, advise or notify the county assessment office, in writing, within thirty (30) days, of a proposed change of use of the land, or conveyance of land. The undersigned declares this application including all accompanying schedules and statements has been examined and to the best of their knowledge and belief is true and correct. Furthermore, they agree to pay any fees imposed or required by the county associated with the application.

Signature *Richard Hinkle*

Date 5/24/12

Signature *Lynn Hinkle*

Date 5/24/12

Signature _____

Date _____

Signature _____

Date _____

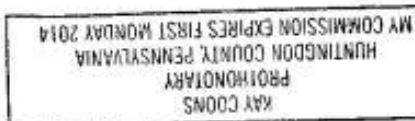
Acknowledgment by individual(s)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Huntingdon

On this 24th day of May, 20 12, before me, the undersigned officer, in and for said county and state, personally appeared
Richard Hinkle and Lynn Hinkle

_____ known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledge that he/she/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



Kay Coons
Signature of notary public or other officer
authorized to administer oaths.

FOR OFFICIAL USE ONLY

An official of the Huntingdon County Assessment Office will complete the information within this block.

Approved for: Agriculture Use _____ Agriculture Reserve _____
Forest Reserve _____

Approved By _____ Date _____
(Chief Assessor)

Disapproved _____
Deed Record Book # _____ Page # _____ Date _____
Application Record Book # _____ Page # _____ Date _____



HURLEY
REAL ESTATE & AUCTIONS

AERIAL





HURLEY
REAL ESTATE & AUCTIONS

AERIAL





OWNED BY: **Lynn M. Hinkle**

LOCATED AT: **5868 Orchard Rd, Huntingdon, PA 16652**

1. Highest Bidder | The highest and best bidder shall be the Buyer. The Seller, however, reserves the right to reject any and all bids and to adjourn the sale to a subsequent date. The Auctioneer has the sole discretion of setting bidding increments. If any disputes arise to any bid, the Auctioneer reserves the right to cause the property to be immediately put up for sale again.
2. Real Estate Taxes/Utilities | All real estate taxes and utilities shall be pro-rated between the Buyer and Seller to the date of settlement on a fiscal year basis. All real estate taxes for prior years have or will be paid by the Seller.
3. Transfer Taxes | Seller shall pay 1/2 of the realty transfer tax and Buyer shall pay 1/2 of the realty transfer tax, provided, however that the Buyer shall be responsible for any additional transfer taxes imposed.
4. Terms | \$10,000 or — % handmoney, either in the form of cash, cashier's check, certified check, or personal check at the discretion of the Auction Company when the property is struck down, and the balance, without interest, on or before **December 8, 2025** when a special warranty deed will be delivered and actual possession will be given to Buyer. The Buyer shall also sign this agreement and comply with these terms of sale. Buyers Premium of 2 % plus the bid price shall establish purchase price.
5. Forfeiture | The time for settlement shall be of the essence. If the Buyer fails to comply with these terms of sale, Seller shall have the option of retaining all deposit monies or other sums paid by Buyer on account of the purchase price as Seller shall elect: (a) as liquidated damages, in which event Buyer and Seller shall be released from further liability or obligation and this agreement shall be null and void, or (b) on account of the purchase price, or as monies to be applied to Seller's damages as Seller may elect.
6. Marketable Title | A good and marketable title will be given free and clear of all liens and encumbrances. The real estate is being sold subject to restrictions and rights-of-way of record in the **Huntingdon** County Courthouse and which may be visible by inspection of the premises.
7. Risk of Loss | Seller shall maintain the property grounds, fixtures and any personal property specifically sold with the property in its present condition, normal wear and tear excepted. Seller shall bear the risk of loss for fire or other casualties until the time of settlement. In the event of damage by fire or other casualty to any property included in this sale that is not repaired or replaced prior to settlement, Buyer shall have the option of rescinding this agreement and promptly receiving all monies paid on account of the purchase price or of accepting the property in its then condition, together with the proceeds of any insurance obtainable by Seller. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in the property as of the time of execution of this agreement.
8. Warranty | The Buyer expressly acknowledges and understands that the Buyer is buying the property in its present condition and that the Seller makes no representation or warranty of any kind whatsoever with regard to the condition of the premises or any components thereof, including but not limited to, the roof, the electrical system, the plumbing system, the heating system, or any other part of the structure, or any of the improvements on the land.
 - A. Radon | Seller has no knowledge concerning the presence or absence of radon. The Seller makes no representation or warranty with regard to radon or the levels thereof.
 - B. Lead-Based Paint | If the house was built before 1978, the house may have lead-based paint. Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing and has no reports or records pertaining to lead-based paint and/or hazards in the housing. A lead-based pamphlet "Protect Your Family from Lead in Your House" has been given to Buyer. Buyer waives any ten (10) day lead-based paint assessment period.
 - C. Environmental Contamination | Seller is not aware of any environmental contamination on the land.
 - D. Home Inspection | Buyer has inspected the property. Buyer understands the importance of getting an independent home inspection and has thought about this before bidding upon the property and signing this agreement.
 - E. Fixtures and Personal Property | Included in the sale and purchase price are all existing items permanently attached to the property, including but not limited to plumbing, heating, lighting fixtures (including, if present upon the property, chandeliers and ceiling fans; water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; shrubbery, plantings and unpotted trees; any remaining heating and cooking fuels stored on the property at the time of settlement; wall to wall carpeting; window covering hardware, shades, blinds; built-in air conditioners; built-in appliances; and the range/oven unless otherwise stated). No warranty is given to Buyer as to the working/functional condition of fixtures and/or personal property. All personal property will be removed at Seller's discretion, if items are not removed they become the responsibility of the Buyer.
 - F. Ventilation/Mold | The Seller makes no representations or warranties with regard to mold or the absence of mold, adequate or inadequate air exchange or ventilation, or any other matters of home construction wherein mold may be present in the real estate.
 - G. "AS IS" | The property is being sold "AS IS" at the time of sale and at the time of the settlement. The Fiduciary/Seller herein makes no representations or warranties as to the condition of the real estate. The Purchaser accepts the property "AS IS". The purchaser waives any claims for any liability imposed through any environmental actions. This agreement shall survive closing. A Seller's disclosure has been made available to Buyer prior to the public auction and shall be exchanged by Buyer and Seller upon the signing of this agreement. If the Seller is an estate, the personal representative(s) will not deliver a disclosure to Buyer inasmuch as they are not required by law.
9. Financing | Buyer is responsible for obtaining financing, if any, and this contract is in no way contingent upon the availability of financing. The Seller will not pay points, settlement costs, or otherwise render financial assistance to the Buyer in this regard.
10. Dispute Over Handmonies | In the event of a dispute over entitlement of handmoney deposits, the agent holding the deposit may either retain the monies in escrow until the dispute is resolved or, if possible, pay the monies into the County Court to be held until the dispute is resolved. In the event of litigation for the return of deposit monies, the agent holding handmoney shall distribute the monies as directed by a final order of the court or a written agreement of the parties. Buyer and Seller agrees that, in the event any agent is joined in the litigation for the return of deposit monies, attorneys fees and costs of the agent will be paid by the party joining the agent.
11. This agreement shall survive closing.
12. This agreement may be signed and transmitted by email.
13. Buyer and Seller agrees that Hurley Auctions and Hurley Real Estate and Auctions may collaborate on any aspect of this contract. The scope of collaboration shall include but is not limited to the negotiation, advertising, execution, sharing of resources, sharing of fees, and performance of any aspect whatsoever of the contract.



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).

PROPERTY 5868 Orchard Rd Huntingdon PA 16652
SELLER Lynn Hinkle

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 real estate transfer must disclose all known **material defects** about the property being sold that are not readily observable. 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 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 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.

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 representation 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.
2. Transfers as a result of a court order.
3. Transfers to a mortgage lender that results from a buyer's default and subsequent foreclosure sales that result from default.
4. Transfers from a co-owner to one or more other co-owners.
5. Transfers made to a spouse or direct descendant.
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 liquidation.
8. Transfers of a property to be demolished or converted to non-residential use.
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.

COMMON LAW DUTY TO DISCLOSE

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 _____

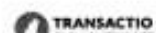
Seller's Initials LH Date 5/16/25

SPD Page 1 of 11

Buyer's Initials _____ Date _____



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rev. 3/21; rel. 7/21





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.

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?

	Yes	No	Unk	N/A
A		X		
B		X		
C		X		

Explain any "yes" answers in Section 1: _____

2. OWNERSHIP/OCCUPANCY

(A) Occupancy

1. When was the Property most recently occupied? April 2025
2. By how many people? One
3. Was Seller the most recent occupant?
4. If "no," when did Seller most recently occupy the Property?

	Yes	No	Unk	N/A
A1				
A2				
A3	X			
A4				
B1	X			
B2		X		
B3		X		
B4		X		
C				

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

1. The owner
2. The executor or administrator
3. The trustee
4. An individual holding power of attorney

(C) When was the Property acquired? 1993, home built 1994

(D) List any animals that have lived in the residence(s) or other structures during your ownership: _____

Cats in house, dog in basement only (Ginos in 2020), horses in barn

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.

(B) 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

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

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

(E) If "yes," provide the following information:

1. Community Name _____
2. Contact _____
3. Mailing Address _____
4. Telephone Number _____

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

	Yes	No	Unk	N/A
B1		X		
B2		X		
B3		X		
B4		X		
C				X
D				X
E1				X
E2				X
E3				X
E4				X
F				X

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, condominium, cooperative, or planned community. Buyers may be responsible for capital contributions, initiation fees or similar 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 certificate has been provided to the buyer and for five days thereafter or until conveyance, whichever occurs first.

4. ROOFS AND ATTIC

(A) Installation

1. When was or were the roof or roofs installed? Sometime after 2010
2. Do you have documentation (invoice, work order, warranty, etc.)?

(B) Repair

1. Was the roof or roofs or any portion of it or them replaced or repaired during your ownership?
2. If it or they were replaced or repaired, were any existing roofing materials removed?

(C) Issues

1. Has the roof or roofs ever leaked during your ownership?
2. Have there been any other leaks or moisture problems in the attic?
3. Are you aware of any past or present problems with the roof(s), attic, gutters, flashing or downspouts?

	Yes	No	Unk	N/A
A1				
A2		X		
B1	X			
B2		X		
C1		X		
C2		X		
C3		X		

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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.

Explain any "yes" answers in Section 4. 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 they were done:

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 past or present 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 sewer system? _____

Explain any "yes" answers in Section 5. 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 they were done:

Front porch leaks into basement storage room. Storm water accumulation after heavy rains.

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

(A) Status

1. Are you aware of past or present dryrot, termites/wood-destroying insects or other pests on the Property? _____
2. Are you aware of any damage caused by dryrot, termites/wood-destroying insects or other pests? _____

(B) Treatment

1. Is the 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. Include 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(s), basement or crawl space(s)? _____
- (D) Stucco and Exterior Synthetic Finishing Systems
 1. Is any part of the Property constructed with stucco or an Exterior Insulating Finishing System (EIFS) such as Dryvit or synthetic stucco, synthetic brick or synthetic stone? _____
 2. If "yes," indicate type(s) and location(s) _____
 3. If "yes," provide date(s) installed _____
- (E) Are you aware of any fire, storm/weather-related, water, hail 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. 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:

Crack in concrete driveway, normal wear on hardwood floors, few laminate boards in sunroom have damage

8. ADDITIONS/ALTERATIONS

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

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)
Sunroom	2003	Yes	Unk

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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.

Addition, structural change or alteration	Approximate date of work	Were permits obtained? (Yes/No/Unk/N/A)	Final inspections/ approvals obtained? (Yes/No/Unk/N/A)

☐ A sheet describing other additions and alterations is attached.

(B) Are you aware of any private or public architectural review control of the Property other than zoning codes? If "yes," explain:

Yes	No	Unk	N/A
	X		

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 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 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.

Note to Buyer: According to the PA Stormwater Management Act, each municipality must enact a Storm Water Management Plan for drainage control and flood reduction. The municipality where the Property is located may impose restrictions on impervious or semi-pervious surfaces added to the Property. Buyers should contact the local office charged with overseeing the Stormwater Management Plan to determine if the prior addition of impervious or semi-pervious areas, such as walkways, decks, and swimming pools, might affect your ability to make future changes.

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

8. If no water service, explain:

(B) General

- When was the water supply last tested? _____
Test results: _____
- Is the water system shared?
- If "yes," is there a written agreement?
- Do you have a softener, filter or other conditioning system?
- Is the softener, filter or other treatment system leased? From whom? _____
- If your drinking water source is not public, is the pumping system in working order? If "no," explain: _____

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

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

(D) Well

- Has your well ever run dry?
- Depth of well _____
- Gallons per minute: _____, measured on (date) _____
- Is there a well that is used for something other than the primary source of drinking water?
If "yes," explain secondary well, lower production, never connected to house
- If there is an unused well, is it capped?

	Yes	No	Unk	N/A
A1		X		
A2	X			
A3		X		
A4		X		
A5		X		
A6		X		
A7		X		
B1			X	
B2		X		
B3				X
B4	X			
B5		X		
B6	X			
C1		X		
C2				X
D1		X		
D2			X	
D3			X	
D4	X			
D5	X			

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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.

(E) Issues

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

	Yes	No	Unk	N/A
1.1		X		
1.2		X		

Explain any problem(s) with your water supply. 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:

10. SEWAGE SYSTEM

(A) General

1. Is the Property served by a sewage system (public, private or community)?
2. If "no," is it due to unavailability or permit limitations?
3. When was the sewage system installed (or date of connection, if public)? 1994
4. Name of current service provider, if any:

	Yes	No	Unk	N/A
A1	X			
A2				X
A3				
A4				X

(B) Type Is your Property served by:

1. Public
2. Community (non-public)
3. An individual on-lot sewage disposal system
4. Other, explain:

	Yes	No	Unk	N/A
B1		X		
B2		X		
B3	X			
B4				

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

1. Is your sewage system within 100 feet of a well?
2. Is your sewage system subject to a ten-acre permit exemption?
3. Does your sewage system include a holding tank?
4. Does your sewage system include a septic tank?
5. Does your sewage system include a drainfield?
6. Does your sewage system include a sandmound?
7. Does your sewage system include a cesspool?
8. Is your sewage system shared?
9. Is your sewage system any other type? Explain:
10. Is your sewage system supported by a backup or alternate system?

	Yes	No	Unk	N/A
C1		X		
C2		X		
C3		X		
C4	X			
C5	X			
C6	X			
C7		X		
C8		X		
C9		X		
C10		X		

(D) Tanks and Service

1. Are there any metal/steel septic tanks on the Property?
2. Are there any cement/concrete septic tanks on the Property?
3. Are there any fiberglass septic tanks on the Property?
4. Are there any other types of septic tanks on the Property? Explain
5. Where are the septic tanks located? left and rear of house
6. When were the tanks last pumped and by whom? Fall 2023
Lakes Portable Toilets LLC, Shade Gap, PA

	Yes	No	Unk	N/A
D1		X		
D2	X			
D3		X		
D4		X		
D5				
D6				

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

1. Are you aware of any abandoned septic systems or cesspools on the Property?
2. If "yes," have these systems, tanks or cesspools been closed in accordance with the municipality's ordinance?

	Yes	No	Unk	N/A
E1		X		
E2				X

(F) Sewage Pumps

1. Are there any sewage pumps located on the Property?
2. If "yes," where are they located? at the sand mound
3. What type(s) of pump(s)?
4. Are pump(s) in working order?
5. Who is responsible for maintenance of sewage pumps? owner

	Yes	No	Unk	N/A
F1	X			
F2				
F3			X	
F4	X			
F5				

(G) Issues

1. How often is the on-lot sewage disposal system serviced? as needed
2. When was the on-lot sewage disposal system last serviced and by whom? see D6 above
3. Is any waste water piping not connected to the septic/sewer system?
4. Are you aware of any past or present leaks, backups, or other problems relating to the sewage system and related items?

	Yes	No	Unk	N/A
G1				
G2				
G3		X		
G4		X		

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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.

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:

11. PLUMBING SYSTEM

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

1. Copper
2. Galvanized
3. Lead
4. PVC
5. Polybutylene pipe (PB)
6. Cross-linked polyethylene (PEX)
7. Other

(B) Are you aware of any past or present 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
A1			X	
A2			X	
A3			X	
A4			X	
A5			X	
A6			X	
A7			X	
B		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
- If "yes," is the tank owned by Seller?
5. Solar
- If "yes," is the system owned by Seller?
6. Geothermal
7. Other

(B) System(s)

1. How many water heaters are there? One
Tanks Tankless V
2. When were they installed? 2022
3. Is your water heater a summer/winter hook-up (integral system, hot water from the boiler, etc.)?
- (C) Are you aware of any problems with any water heater or related equipment?
If "yes," explain:

	Yes	No	Unk	N/A
A1		X		
A2		X		
A3		X		
A4	X			
A5		X		
A6		X		
A7		X		
B1				X
B2				
B3				
C				

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
- If "yes," is the tank owned by Seller?
5. Geothermal
6. Coal
7. Wood
8. Solar shingles or panels
- If "yes," is the system owned by Seller?
9. Other:

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

1. Forced hot air
2. Hot water
3. Heat pump
4. Electric baseboard - only in the Sunroom
5. Steam
6. Radiant flooring
7. Radiant ceiling

	Yes	No	Unk	N/A
A1		X		
A2		X		
A3		X		
A4	X			
A5		X		
A6		X		
A7		X		
A8		X		
A9		X		
B1	X			
B2		X		
B3		X		
B4		X		
B5	X			
B6		X		
B7		X		

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110 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
135 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
8. Pellet stove(s) How many and location?		X		
9. Wood stove(s) How many and location? <u>one in the pole barn</u>	X			
10. Coal stove(s) How many and location?		X		
11. Wall-mounted split system(s) How many and location?		X		X
12. Other:		X		X
13. If multiple systems, provide locations				X
(C) Status				
1. Are there any areas of the house that are not heated? If "yes," explain:		X		
2. How many heating zones are in the Property? <u>one</u>				
3. When was each heating system(s) or zone installed?			X	
4. When was the heating system(s) last serviced? <u>2022</u>				
5. Is there an additional and/or backup heating system? If "yes," explain:		X		
6. Is any part of the heating system subject to a lease, financing or other agreement? If "yes," explain:		X		X
(D) Fireplaces and Chimneys				
1. Are there any fireplaces? How many? <u>one</u>	X			
2. Are all fireplaces working?	X			
3. Fireplace types (wood, gas, electric, etc.): <u>Pellet</u>				
4. Was the fireplace(s) installed by a professional contractor or manufacturer's representative?			X	
5. Are there any chimneys (from a fireplace, water heater or any other heating system)?		X		
6. How many chimneys?				X
7. When were they last cleaned?				X
8. Are the chimneys working? If "no," explain:				X
(E) Fuel Tanks				
1. Are you aware of any heating fuel tank(s) on the Property?	X			
2. Location(s), including underground tank(s): <u>right side of house</u>				
3. If you do not own the tank(s), explain: <u>owned by Heller's Gas</u>		X		
(F) 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	X			
a. How many air conditioning zones are in the Property? <u>one</u>				
b. When was each system or zone installed?			X	
c. When was each system last serviced?			X	
2. Wall units		X		X
How many and the location?				
3. Window units		X		X
How many?				
4. Wall-mounted split units		X		X
How many and the location?				
5. Other		X		
6. None		X		
(B) Are there any areas of the house that are not air conditioned?				
If "yes," explain:		X		X
(C) Are you aware of any problems with any item in Section 14? If "yes," explain:				
		X		

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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.

15. ELECTRICAL SYSTEM

(A) Type(s)

1. Does the electrical system have fuses?
2. Does the electrical system have circuit breakers?
3. Is the electrical system solar powered?
 - a. If "yes," is it entirely or partially solar powered?
 - b. If "yes," is any part of the system subject to a lease, financing or other agreement? If "yes," explain:

(B) What is the system amperage? 200

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

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

	Yes	No	Unk	N/A
A1		X		
A2	X			
A3		X		
3a				X
3b				X
B				
C		X		
D		X		

16. OTHER EQUIPMENT AND APPLIANCES

(A) **THIS SECTION IS INTENDED TO IDENTIFY PROBLEMS OR REPAIRS** and must be completed for each item that will, or may, be included with the Property. The 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. **THE FACT THAT AN ITEM IS LISTED DOES NOT MEAN IT IS INCLUDED IN THE AGREEMENT OF SALE.**

(B) Are you aware of any problems or repairs needed to any of the following:

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

doesn't make ice

(C) Explain any "yes" answers in Section 16: Leak in roof of pole barn - 2nd floor, rear of building. Beer tap installed, never used.

17. POOLS, SPAS AND HOT TUBS

(A) Is there a swimming pool on the Property? If "yes,"

1. Above-ground or in-ground?
2. Saltwater or chlorine?
3. If heated, what is the heat source?
4. Vinyl-lined, fiberglass or concrete-lined?
5. What is the depth of the swimming pool?
6. Are you aware of any problems with the swimming pool?
7. Are you aware of any problems with any of the swimming pool equipment (cover, filter, ladder, lighting, pump, etc.)?

(B) Is there a spa or hot tub on the Property?

1. Are you aware of any problems with the spa or hot tub?
2. Are you aware of any problems with any of the spa or hot tub equipment (steps, lighting, jets, cover, etc.)?

(C) Explain any problems in Section 17:

	Yes	No	Unk	N/A
A		X		
A1				X
A2				X
A3				X
A4				X
A5				X
A6				X
A7				X
B				
B1				X
B2				X

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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.

18. WINDOWS

(A) Have any windows or skylights been replaced during your ownership of the Property?

Yes	No	Unk	N/A
	☒		
☒			

(B) Are you aware of any problems with the windows or skylights?

Explain any "yes" answers in Section 18. Include the location and extent of any problem(s) and any repair, replacement or remediation efforts, the name of the person or company who did the repairs and the date the work was done:

Gap between window and window frame in rear bedroom.

19. LAND/SOILS

(A) Property

- Are you aware of any fill or expansive soil on the Property?
- Are you aware of any sliding, settling, earth movement, upheaval, subsidence, sinkholes or earth stability problems that have occurred on or affect the Property?
- Are you aware of sewage sludge (other than commercially available fertilizer products) being spread on the Property?
- Have you received written notice of sewage sludge being spread on an adjacent property?
- Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations on the Property?

Yes	No	Unk	N/A
	☒		
	☒		
	☒		
	☒		
	☒		

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 development rights under the:

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

Yes	No	Unk	N/A
☒			
	☒		
	☒		
	☒		

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):

- Timber
- Coal
- Oil
- Natural gas
- Mineral or other rights (such as farming rights, hunting rights, quarrying rights) Explain:

Yes	No	Unk	N/A
	☒		
	☒		
	☒		
	☒		

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 19:

20. FLOODING, DRAINAGE AND BOUNDARIES

(A) Flooding/Drainage

- Is any part of this Property located in a wetlands area?
- Is the Property, or any part of it, designated a Special Flood Hazard Area (SFHA)?
- Do you maintain flood insurance on this Property?
- Are you aware of any past or present drainage or flooding problems affecting the Property?
- Are you aware of any drainage or flooding mitigation on the Property?
- 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, pipe or other feature?
- If "yes," are you responsible for maintaining or repairing that feature which conveys or manages storm water for the Property?

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

Seller's Initials

SH

Date

5/16/25

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Buyer'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.

Explain any "yes" answers in Section 20(A). Include dates, the location and extent of flooding and the condition of any man-made storm water management features: Occasional standing water at bottom of road after heavy rains. Kept under control with pipe running under road.

(B) Boundaries

1. Are you aware of encroachments, boundary line disputes, or easements affecting the Property?
2. Is the Property accessed directly (without crossing any other property) by or from a public road?
3. Can the Property be accessed from a private road or lane?
 - a. If "yes," is there a written right of way, easement or maintenance agreement?
 - b. If "yes," has the right of way, easement or maintenance agreement been recorded?
4. Are you aware of any shared or common areas (driveways, bridges, docks, walls, etc.) or maintenance agreements?

	Yes	No	Unk	N/A
B1		☒		
B2	☒			
B3	☒			
B3a		☒		
B3b		☒		
B4		☒		

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.

Explain any "yes" answers in Section 20(B): Neighbors have a right of way to private road, verbal agreement.

21. 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?

	Yes	No	Unk	N/A
A1		☒		
A2		☒		

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?
2. If "yes," provide test date and results _____
3. Are you aware of any radon removal system on the Property?

	Yes	No	Unk	N/A
B1		☒		
B2				☒
B3		☒		

(C) Lead Paint

If the 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 on a separate disclosure form.

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?

	Yes	No	Unk	N/A
C1		☒		
C2		☒		

(D) Tanks

1. Are you aware of any existing underground tanks?
2. Are you aware of any underground tanks that have been removed or filled?

	Yes	No	Unk	N/A
D1		☒		
D2		☒		

(E) Dumping. Has any portion of the Property been used for waste or refuse disposal or storage?

If "yes," location: _____

	Yes	No	Unk	N/A
E				☒

(F) Other

1. 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)?
2. Are you aware of any other hazardous substances or environmental concerns that may affect the Property?
3. If "yes," have you received written notice regarding such concerns?
4. Are you aware of testing on the Property for any other hazardous substances or environmental concerns?

	Yes	No	Unk	N/A
F1		☒		
F2		☒		
F3		☒		
F4		☒		

Explain any "yes" answers in Section 21. Include test results and the location of the hazardous substance(s) or environmental issue(s): _____

22. MISCELLANEOUS

(A) Deeds, Restrictions and Title

1. Are there any deed restrictions or restrictive covenants that apply to the Property?
2. Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the Property?

	Yes	No	Unk	N/A
A1		☒		
A2		☒		

Seller's Initials SH

Date

5/16/25

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Buyer'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
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 Property?		X		
(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?		X		
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?		X		
3. Are you aware of any insurance claims filed relating to the Property during your ownership?				
(C) Legal				
1. Are you aware of any violations of federal, state, or local laws or regulations relating to this Property?		X		
2. Are you aware of any existing or threatened legal action affecting the Property?		X		
(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?		X		

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 report(s). These inspection reports are for informational purposes only.

Explain any "yes" answers in Section 22: Insurance claim filed after ice storm caused a pipe to freeze, water backed up and leaked into the basement.

23. 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.** If any information supplied on this form becomes inaccurate following completion of this form, Seller shall notify Buyer in writing.

SELLER	<u>Lynn Hinkle</u>	DATE	<u>5/16/25</u>
SELLER	_____	DATE	_____
SELLER	_____	DATE	_____
SELLER	_____	DATE	_____
SELLER	_____	DATE	_____
SELLER	_____	DATE	_____

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

The undersigned Buyer acknowledges receipt of this 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	_____



Buying Real Estate at auction is easy and fun. We are dedicated to providing the best possible experience for our buyers.

- Do your homework! Inspect the property and review the information packet. We want you to be comfortable and confident about your purchase.
- What does the term “Reserve” mean? Under a reserve auction, the auctioneer will submit the highest and best bid to the seller. The seller has the right to accept or reject that bid.
- What does the term “Absolute” mean? In an absolute auction, the property will be sold to the last and highest bidder regardless of price.
- Do I need to pre-qualify? No. We normally do not require any pre-qualification to bid. However, if you intend to obtain bank financing, the bank will require you to qualify for their loan. The deposit you make on auction day is not contingent upon financing. Financing information can be found within this packet.
- You will need a down payment as described in the general information section.
- The auction will begin promptly at the scheduled time. You should arrive at least 30 minutes early to register with our staff. You will need your driver’s license or another form of photo ID.
- Listen carefully to all announcements made on the day of the auction. Please ask any questions you may have.
- When the auction actually begins, the auctioneer will ask for bids. He will say numbers until someone in the crowd agrees to offer the amount asked for. For example, the auctioneer may ask for \$250,000 and he may need to come down to \$225,000 until somebody agrees to bid. At this point the auction begins and the bidding begins to go up. The auctioneer will call out the next bid he is looking for. If you are willing to pay that amount, simply raise your hand. There may be several people bidding at first, so don’t be shy—raise your hand. If you feel the auctioneer doesn’t see you, don’t be afraid to wave your hand or call out. Eventually everyone will drop out but one bidder. At this point, if the property reaches an amount approved by the seller, the property will be sold to the high bidder. If it doesn’t reach a price acceptable by the seller, the high bidder may then negotiate with the seller.
- If you are the winning bidder, you will then be declared the purchaser and will be directed how to finalize the sale by signing the sales agreement and paying the required down payment.
- It is the Buyer’s responsibility to schedule the settlement with the desired settlement company. If you need assistance in locating one near you, please let us know.



Acceptable Methods of Payment

1. **Cash** (payments of \$10,000 and above require completion of IRS Form 8300).
2. **Certified or Cashier's Check** payable to Hurley Auctions.
3. **Personal Check** accompanied by a **Bank Letter of Guarantee** (see sample below). Letter must read as follows and must be signed by an officer of the bank.
4. **Wire Transfer** | There is a \$30.00 wire fee added to all transactions paid by buyer. Please call our office for additional information.

Example Bank Letter of Guarantee:

Date: (Date of letter)

To: Hurley Real Estate and Auctions
2800 Buchanan Trail East
Greencastle, PA 17225

Re: (Full name of customer requesting Letter of Guarantee)

This letter will serve as your notification that the (Name of Financial Institution) will honor/guarantee payment of any check(s) written by (Customer), up to the amount of \$_____.

Drawn on account # (Customer's account number).

This guarantee will apply only to Hurley Real Estate and Auctions for purchases made on (Date of Sale) only. **NO STOP PAYMENTS WILL BE ISSUED.**

If further information is required, please feel free to contact this office.

Sincerely,

Name of Officer
Title
Bank & Location
Office Phone #



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FINANCING

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www.buchanansettlements.com



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SETTLEMENTS



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Visit our website at www.keystonesettlements.net



HURLEY
REAL ESTATE & AUCTIONS

ABOUT US

Thank you for inquiring about our services. We appreciate your interest in our company and the auction method of marketing.

Hurley Real Estate and Auctions is a full-service auction company offering real estate and personal property auctions. We specialize in farm, land, and home real estate auctions. We also handle personal property auctions, farm sales, and estate and/or business liquidations. Having sold over 3,000 properties, Hurley Real Estate and Auctions has vast experience selling real estate and is the first choice for the Mid-Atlantic region.

Hurley Real Estate and Auctions is a family company built on the main mantra: helping hands for all lands. We are proud to extend our personal touch service, regional focus, and diverse experience as we earn the right to be your trusted auction partner.

Our mission is to provide a better way to sell and buy real estate. We lead with integrity, experience, and transparency to deliver excellent results with every auction.



Matthew Hurley AU003413L • Kaleb Hurley AU006233 • AY002056
Matthew Hurley, Broker: PA RM421467; MD 597462; WV WVB230300885
Kaleb Hurley, Agent: PA RS360491; MD 5009812