

CONDITIONS OF SALE

The conditions of this public sale held the 20th day of January, 2024 (this "Agreement") are as follows:

1. Property. The property to be sold consists of approximately 0.46 acres with buildings and improvements thereon situate in East Nottingham Township, Chester County, Pennsylvania with an address of 222 Fulton Road, Oxford, Pennsylvania, identified as tax parcel 69-3-68, and described on EXHIBIT A attached hereto and made a part hereof.

2. Seller. This sale is held on behalf of the Executrix of the **Estate of Ella E. Fulton**, hereinafter referred to as "Seller".

3. Purchase and Down Payment. The auctioneer, **John M. Hess Auction Service, Inc.**, shall take bids for the Property, and in the event that the Property is placed in the hands of the auctioneer for sale, the highest bidder shall be the "Purchaser" of the Property being struck off to him and he shall immediately thereafter sign the **PURCHASER AGREEMENT** attached to these Conditions of Sale, and pay a down deposit totaling ten percent (10%) of the purchase price to Seller as security for performance of this Agreement. If any dispute arises among bidders, the Property shall immediately be put up for renewal of bidding.

4. Settlement. The balance of the purchase price shall be paid at settlement to be held at the office of Blakinger Thomas, PC, 28 Penn Square, Lancaster, Pennsylvania 17603, on or before March 5, 2024 (unless some other time or place shall hereafter be agreed upon by Seller and Purchaser), upon which payment Seller shall convey to Purchaser, by deed prepared at Purchaser's expense, good and marketable title, as is insurable by a reputable title insurance company at regular rates, to the Property, free and clear of all liens and encumbrances, except as noted in these Conditions of Sale, and subject to any existing wall rights, easements visible upon the ground and those of record, building or use restrictions, zoning or land subdivision regulations, encroachments over property boundaries, or encroachments of any kind within the legal width of public highways, and leases as described herein and subject to all easements, encumbrances, or encroachments which are recorded in the Chester County Recorder of Deeds Office, or which would be apparent upon reasonable physical inspection of the Property. This Paragraph 4 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. Formal tender of deed and purchase money are waived.

5. Costs.

A. Acknowledgements to deed shall be paid by Seller.

B. Disbursement or any similar fees, tax certification fees, service fees, and any other fees attempted to be charged against Seller by the attorney or title company holding settlement for Purchaser, shall be paid by Purchaser.

C. All required state and local realty transfer taxes shall be paid by Purchaser.

D. Real estate taxes shall be apportioned to date of settlement or prior delivery of possession on a fiscal year basis.

E. Water and sewer rent (if any) shall be paid by Seller to date of settlement.

F. Possession shall be given to the Purchaser at settlement.

6. Condition of the Property. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances, electric, heating, plumbing, lighting, water, and any articles permanently affixed to the Property. At settlement, the Property and all of its appurtenances and fixtures shall be in substantially the same condition as at present, except for (a) ordinary reasonable wear and tear, (b) damage which occurs after possession has been given to Purchaser, or (c) any taking by eminent domain. There are no known eminent domain proceedings pending related to the Property. Purchaser accepts the Property "AS IS." Purchaser acknowledges that settlement is not contingent on any inspections, appraisals, or assessments of any kind.

7. Timing. The date(s) specified herein for settlement, and all other dates, are considered to be "of the essence of the contract" and are binding.

8. Zoning. The Property is located in an R-10 District in East Nottingham Township, Chester County. Purchaser is satisfied that the zoning of the Property is satisfactory for Purchaser's contemplated use. Seller makes no representations that Seller's present or prior uses of the Property comply with the applicable township zoning ordinances.

9. Seller Default. If Seller is unable to give title as required herein, Purchaser may elect either (a) to take such title as Seller can give, or (b) to require Seller to return to Purchaser all payments including any deposits made to Seller on account of the purchase price, and to reimburse Purchaser for all costs of searching title, appraisals, inspections, and preparation of deed, mortgage and other settlement papers which Purchaser reasonably may have incurred, upon which return and payment all further obligation of this Agreement on both Seller and Purchaser shall terminate.

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

11. No Warranty. Seller makes no warranty as to the condition of the Property as to environmental matters. Seller has not conducted any investigations and has no actual knowledge of any environmental hazards, including but not limited to radon, asbestos, or spills.

12. Disclosures. Seller's Disclosure Form is attached as **EXHIBIT B** and made a part hereof. Seller's Disclosure Form attached hereto notwithstanding, by execution of this Agreement, Purchaser acknowledges that he/she has had a full and complete opportunity to inspect the Property. Purchaser also waives rights under the law to be provided with a pamphlet required by the cited regulations about the dangers of lead poisoning. *The Property is being sold unto Purchaser "AS IS" with no representation, guarantee, or warranty regarding the condition of the Property or any improvement or structure erected on the Property, including, but not limited to, its structural integrity, roof, appliances, electrical system, heating system, plumbing, water system, sewage disposal system, underground tanks, or any portion thereof.* Purchaser acknowledges that the auctioneer has not made any specific representations regarding the Property, and that Purchaser has not relied upon any representations or statements of the auctioneer. Purchaser releases the auctioneer from any claims, actions or causes of action arising from or due to any defect in the Property existing on the date of this sale.

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 Property "AS IS," with no certification from Seller. Purchaser releases, quit-claims, and forever discharges Seller, its shareholders, directors and officers, 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 Property. Seller has no knowledge concerning the presence or absence of Radon.

14. Right to Reject Bids. Seller reserves the right to reject any or all bids. Seller reserves the right to withdraw the Property from sale, and/or to adjourn the sale to a future date or dates.

15. Assignment. Purchaser may not assign this Agreement, in whole or in part, without first obtaining the written approval of Seller.

16. Intent. This Agreement represents the whole agreement between the parties, and any representations concerning the Property, or otherwise, made prior to the execution of the Purchaser Agreement, are hereby superseded by this Agreement.

17. Amendment. No modification of this Agreement shall be valid unless made in

writing, executed with the same degree of formality as this Agreement and the Purchaser Agreement attached hereto.

18. 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 this Agreement 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 this Agreement, 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.

19. Severability. If any provision of this Agreement or the application thereof to any person, entity or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement 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.

20. Broker Participation. If a real estate broker registers the Purchaser for the sale, the Purchaser shall additionally pay to said broker, a premium equal to 1% of the Purchase Price. The Seller shall have no obligation to pay any such premium to the Purchaser's broker, irrespective of the Seller's consent to participate, and Purchaser shall be solely responsible for the payment of his/her/its broker's commission.

SELLER:
Estate of Ella A. Fulton

By: _____
Bethany A. Freeman, Executrix

PURCHASER AGREEMENT

222 Fulton Road, Oxford, Pennsylvania 19363
Parcel Account Number 69-3-68

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 Property, and agrees to be bound by the full terms thereof, further acknowledging that only a summary of the Conditions of Sale was read prior to commencement of bidding for the Property.

The Purchaser agrees to purchase the Property described in the foregoing Conditions of Sale under the terms and conditions as therein set forth, for the sum of _____ Dollars (\$_____).

In the event that Purchaser fails to make settlement as required in the foregoing Conditions of Sale, Seller shall retain the security deposit and Purchaser hereby irrevocably authorizes any attorney of any court to appear for Purchaser, or any of them, and to confess judgment against Purchaser, jointly or severally, for all sums due hereunder, including any loss resulting from resale of the Property by Seller, whether by private or public sale, with or without notice to Purchaser, upon filing of an Affidavit of Default under the terms hereof, together with interest at the rate of ten percent (10%) per annum, and together with a collection fee equal to ten percent (10%) of the amount then due, but in no event less than Two Hundred Fifty Dollars (\$250.00), all costs of suit, release of heirs, and waiver of appeals, and without stay of execution. This warranty shall include a waiver of all appraisal, stay, and exemption laws of any state, now in force or hereafter enacted. This Power of Attorney shall not be affected by the disability of the principal or principals.

IN WITNESS WHEREOF, Purchaser has executed this Purchaser Agreement on January 20, 2024 intending to be legally bound hereby.

_____ Address:

_____ Phone Number:

RECEIPT

Received by Seller on January 20, 2024, as an earnest money deposit on account of the above purchase price, the sum equal to ten percent (10%) of the purchase price.

Bethany A. Freeman, Executrix of the Estate
Of Ella E. Fulton

EXHIBIT A
Legal Description

All That Certain lot of land situate in the Township of East Nottingham, County of Chester and State of Pennsylvania, according to a survey dated January 26, 1950, by Arthur Crowell, Registered Surveyor, bounded and described as follows, viz:

Beginning on North road bank twenty nine and eight tenths feet from a 300-lb. flint stone on South side of road, a corner of land of Sarah FULTON; thence along north side of road by line of Sara FULTON south seventy one degrees thirty minutes east one hundred feet to a stake; thence crossing road by land of ROBERT C. Wilson passing over a stone (To be set) On South side of road distant twenty six feet south ten degrees west two hundred feet to a stone (to be set) And north seventy one degrees thirty minutes west one hundred feet to a stone (to be set) In line of Sarah FULTON thence by this line north ten degrees east two hundred feet to place of beginning.

Containing nineteen thousand seven hundred eighty square feet, more or less.

Being a small part of the same premises which Ida M. Crowl Wilson, et al, by their Deed dated August 10, 1948 and recorded on the 16th day of August, 1948, in the Recorder of Deeds Office of Chester County, in Deed Book G-23, Vol. 564, page 162, for the consideration therein mentioned, granted and conveyed unto ROBERT C. Wilson and Florence M. Wilson, his wife, parties hereto, in fee. ---

EXHIBIT B
Seller's Disclosure Statement

SELLER'S PROPERTY DISCLOSURE STATEMENT

SPD

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

1 **PROPERTY** 222 Fulton Road, Oxford, Pennsylvania, 19363

2

SELLER Ella E. Fulton Estate

3 **INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW**

4 Generally speaking, the Real Estate Seller Disclosure Law (68 P.S. §7301 et seq.) requires that before an agreement of sale is signed, the
5 seller in a residential real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the
6 law. A residential real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other
7 transfer of an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING**
8 **UNITS** are involved. The Law defines a number of exceptions where the disclosures do not have to be made:

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

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

27 While the Law requires certain disclosures, this statement includes disclosures beyond the basic requirements of the Law in an effort to
28 assist sellers in complying with seller disclosure requirements and to assist buyers in evaluating the property being considered. Sellers who
29 wish to see or use the basic disclosure form can find the form on the Web site of the Pennsylvania State Real Estate Commission.

30 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
31 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-
32 resentation by any listing real estate broker, any selling real estate broker, or their licensees. Buyer is encouraged to address concerns about
33 the condition of the property that may not be included in this Statement. This Statement does not relieve Seller of the obligation to disclose
34 a material defect that may not be addressed on this form.

35 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
36 value of the property or that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem
37 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.
38

39 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
40 the property. Check unknown when the question does apply to the property but you are not sure of the answer.

41 Seller's Initials BEF Date 12/27/23 SPD Page 1 of 10 Buyer's Initials / Date / /



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

1. SELLER'S EXPERTISE

- (A) Does Seller possess expertise in contracting, engineering, architecture, environmental assessment or other areas related to the construction and conditions of the property and its improvements?
 (B) Is Seller the landlord for the property?
 (C) Is Seller a real estate licensee?

Explain any "yes" answers in Section 1: _____

2. OWNERSHIP/OCCUPANCY

- (A) Occupancy
 1. When was the property most recently occupied? _____
 2. Was the Seller the most recent occupant? If "no," when did the Seller most recently occupy the property? _____
 3. How many persons most recently occupied the property? _____
 (B) Role of Individual Completing This Disclosure. Is the individual completing this form:
 1. The owner
 2. The executor
 3. The administrator
 4. The trustee
 5. An individual holding power of attorney

- (C) When was the property purchased? _____
 (D) Are you aware of any pets having lived in the house or other structures during your ownership?

Explain section 2 (if needed): _____

3. CONDOMINIUMS/PLANNED COMMUNITIES/OTHER HOMEOWNERS ASSOCIATIONS

- (A) Type. Is the Property part of a(n):
 1. Condominium
 2. Homeowners association or planned community
 3. Cooperative
 4. Other type of association or community _____

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

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

(D) If "yes," provide the following information about the association:

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

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

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

4. ROOF AND ATTIC

(A) Installation

1. When was the roof installed? _____
 2. Do you have documentation (invoice, work order, warranty, etc.)? _____

(B) Repair

1. Has the roof or any portion of it been replaced or repaired during your ownership?
 2. If it has been replaced or repaired, was the existing roofing material removed?

(C) Issues

1. Has the roof ever leaked during your ownership?
 2. Are you aware of any current/past problems with the roof, gutters, flashing or downspouts?

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

	Yes	No	Unk	N/A

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	Yes	No	Unk	N/A
102 1				
103 2				
104 3				
105 4				
106				
107 1				
108				
109 2				
110				
111 3				

5. BASEMENTS AND CRAWL SPACES

(A) Sump Pump

1. Does the property have a sump pit? If yes, how many? _____
2. Does the property have a sump pump? If yes, how many? _____
3. If it has a sump pump, has it ever run? _____
4. If it has a sump pump, is the sump pump in working order? _____

(B) Water Infiltration

1. Are you aware of any water leakage, accumulation, or dampness within the basement or crawl space? _____
2. Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space? _____
3. Are the downspouts or gutters connected to a public system? _____

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

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	Yes	No	Unk	N/A
116 1				
117 2				
118				
119 1				
120 2				

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

(A) Status

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

(B) Treatment

1. Is your property currently under contract by a licensed pest control company? _____
2. Are you aware of any termite/pest control reports or treatments for the property? _____

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

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	Yes	No	Unk	N/A
124 A				
125				
126 B				
127				
128 C				
129				
130				
131 1				
132 2				
133				
134 3				
135 E				
136 F				

7. STRUCTURAL ITEMS

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

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

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

(D) Stucco and Exterior Synthetic Finishing Systems

1. Is your property constructed with stucco? _____
2. Is your property constructed with an Exterior Insulating Finishing System (EIFS), such as Dryvit or synthetic stucco, synthetic brick or synthetic stone? _____
3. If "yes," when was it installed? _____

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

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

Explain any "yes" answers in section 7, including the location and extent of any problem(s) and any repair or remediation efforts: _____

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	Yes	No	Unk	N/A
140 A				
141				
142 B				
143				

8. ADDITIONS/ALTERATIONS

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

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

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

A sheet describing other additions and alterations is attached.

154 Seller's Initials ST/13 Date 12/27/23 SPD Page 3 of 10 Buyer's Initials / Date / /

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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 changed 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

	Yes	No	Unk	N/A
169				
170 1				
171 2				
172 3				
173 4				
174 5				
175 6				
176 7				
177 8				
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179 1				
180 2				
181				
182 1				
183 2				
184 3				
185 4				
186 5				
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188 1				
189 2				
190 3				
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193 1				
194 2				
195				
196 1				
197 2				
198				

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

1. Public
2. A well on the property
3. Community water
4. A holding tank
5. A cistern
6. A spring
7. Other _____
8. No water service (explain): _____

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

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

(C) Well

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

(D) Pumping and Treatment

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

(E) General

1. When was your water last tested? _____ Test results: _____
2. Is the water system shared? With whom? _____

(F) 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?

Explain any "yes" answers in section 9, including the location and extent of any problem(s) and any repair or remediation efforts: _____

10. SEWAGE SYSTEM

	Yes	No	Unk	N/A
203				
204 1				
205 2				
206 3				
207				
208 1				
209 2				
210 3				
211 4				

(A) General

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

(B) Type Is your property served by:

1. Public (if "yes," continue to D through G below)
2. Community (non-public)
3. An individual on-lot sewage disposal system
4. Other, explain: _____

212 Seller's Initials BP

Date 12/27/23

SPD Page 4 of 10

Buyer's Initials / Date

	Yes	No	Unk	N/A
213				
214	1			
215	2			
216	3			
217	4			
218	5			
219	6			
220	7			
221	8			
222				
223	1			
224	2			
225	3			
226	4			
227	5			
228	6			
229	7			
230				
231	1			
232	2			
233				
234	1			
235	2			
236	3			
237	4			
238				
239	1			
240	2			
241				

- (C) Individual On-lot Sewage Disposal System. Is your sewage system (check all that apply):**
1. Within 100 feet of a well
 2. Subject to a ten-acre permit exemption
 3. A holding tank
 4. A drainfield
 5. Supported by a backup or alternate drainfield, sandmound, etc.
 6. A cesspool
 7. Shared
 8. Other, explain: _____

- (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? _____
 5. Where are the septic tanks located? _____
 6. How often is the on-lot sewage disposal system serviced? _____
 7. When was the on-lot sewage disposal system last serviced? _____

- (E) Abandoned Individual On-lot Sewage Disposal Systems and Septic**
1. Are you aware of any abandoned septic systems or cesspools on your property? _____
 2. Have these systems or cesspools been closed in accordance with the municipality's ordinance? _____

- (F) Sewage Pumps**
1. Are there any sewage pumps located on the property? _____
 2. What type(s) of pump(s)? _____
 3. Are pump(s) in working order? _____
 4. Who is responsible for maintenance of sewage pumps? _____

- (G) Issues**
1. Is any waste water piping not connected to the septic/sewer system? _____
 2. Are you aware of any past or present leaks, backups, or other problems relating to the sewage system and related items? _____

Explain any "yes" answers in section 10, including the location and extent of any problem(s) and any repair or remediation efforts: _____

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 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: _____

12. DOMESTIC WATER HEATING

- (A) Type(s). Is your water heating (check all that apply):**
1. Electric
 2. Natural Gas
 3. Fuel oil
 4. Propane
 5. Solar
 6. Geothermal
 7. Other _____
 8. Is your water heating a summer-winter hook-up (integral system, hot water from the boiler, etc.)? _____
- (B) How many water heaters are there? _____ When were they installed? _____**
- (C) Are you aware of any problems with any water heater or related equipment?** _____
 If "yes," explain: _____

	Yes	No	Unk	N/A
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	Yes	No	Unk	N/A
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271 Seller's Initials SP1 Date 12/27/23 SPD Page 5 of 10 Buyer's Initials / Date _____

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13 HEATING SYSTEM

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

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

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

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

(C) Status

1. When was your heating system(s) installed? _____
2. When was the heating system(s) last serviced? _____
3. How many heating zones are in the property? _____
4. Is there an additional and/or backup heating system? Explain: _____

(D) Fireplaces

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

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

(F) Heating Fuel Tanks

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

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

14. AIR CONDITIONING SYSTEM

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

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

(B) Status

1. When was the central air conditioning system installed? _____
2. When was the central air conditioning system last serviced? _____
3. How many air conditioning zones are in the property? _____

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

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

15. ELECTRICAL SYSTEM

(A) Type(s)

1. Does the electrical system have fuses? _____
2. Does the electrical system have circuit breakers? _____

330 Seller's Initials BT Date 12/27/23 SPD Page 6 of 10 Buyer's Initials / Date _____

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	Yes	No	Unk	N/A
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(B) What is the system amperage? _____
 (C) Are you aware of any knob and tube wiring in the home?
 Are you aware of any problems or repairs needed in the electrical system? If "yes," explain:

16. OTHER EQUIPMENT AND APPLIANCES

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

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

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

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17. 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, or 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 that might affect this property?

Note to Buyer: The property may be subject to mine subsidence damage. Maps of the counties and mines where mine subsidence damage may occur and mine subsidence insurance are available through: Department of Environmental Protection, Mine Subsidence Insurance Fund, 25 Technology Drive, California Technology Park, Coal Center, PA 15423 (800) 922-1678 (within Pennsylvania) or (724) 769-1100 (outside Pennsylvania).

380 Seller's Initials BT / _____ Date 12/27/23 SPD Page 7 of 10 Buyer's Initials _____ / _____ Date _____

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(B) Preferential Assessment and Development Rights

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

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

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

(C) Property Rights

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

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

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

Explain any "yes" answers in section 17: _____

18. FLOODING, DRAINAGE AND BOUNDARIES

(A) Flooding/Drainage

1. Is any part of this property located in a wetlands area?
2. Is the property, or any part of it, designated a Special Flood Hazard Area (SFHA)?
3. Do you maintain flood insurance on this property?
4. Are you aware of any past or present drainage or flooding problems affecting the property?
5. Are you aware of any drainage or flooding mitigation on the property?
6. 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?
7. If "yes", are you responsible for maintaining or repairing that feature which conveys or manages storm water for the property?

Explain any "yes" answers in section 18(A), including dates and extent of flooding and the condition of any man-made storm water management features: _____

(B) Boundaries

1. Are you aware of any encroachments, boundary line disputes, or easements affecting the property?
- Note to Buyer: Most properties have easements running across them for utility services and other reasons. In many cases, the easements do not restrict the ordinary use of the property, and Seller may not be readily aware of them. Buyers may wish to determine the existence of easements and restrictions by examining the property and ordering an Abstract of Title or searching the records in the Office of the Recorder of Deeds for the county before entering into an agreement of sale.*
2. Do you access the property from a private road or lane?
 3. If "yes," do you have a recorded right of way or maintenance agreement?
 4. Are you aware of any shared or common areas (driveways, bridges, docks, walls, etc.) or maintenance agreements?

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

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19. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

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

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

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

(B) Radon

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

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

2. Are you aware of any radon removal system on the property? If "yes," list date installed and type of system, and whether it is in working order below:
- | Date Installed | Type of System | Provider | Working? |
|----------------|----------------|----------|----------|
| _____ | _____ | _____ | _____ |

(C) Lead Paint

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

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

(D) Tanks

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

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

(F) Other

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

Explain any "yes" answers in section 19: _____

20. MISCELLANEOUS

(A) Deeds, Restrictions and Title

1. Are you aware of any deed restrictions that apply to the property?
2. Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the property?
3. Are you aware of any reason, including a defect in title, that would prevent you from giving a warranty deed or conveying title to the property?

(B) Financial

1. Are you aware of any public improvement, condominium or homeowner association assessments against the property that remain unpaid or of any violations of zoning, housing, building, safety or fire ordinances or other use restriction ordinances that remain uncorrected?
2. Are you aware of any mortgage, judgment, encumbrance, lien, overdue payment on a support obligation, or other debt against this property or Seller that cannot be satisfied by the proceeds of this sale?
3. Are you aware of any insurance claims filed relating to the property?

Seller's Initials BSH Date 12/27/23 SPD Page 9 of 10 Buyer's Initials / Date _____

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Yes	No	Unk	N/A

(C) Legal

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

(D) Additional Material Defects

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

Note to Buyer: A material defect is a problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is at or beyond the end of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.

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

Explain any "yes" answers in section 20: _____

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21. ATTACHMENTS

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

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

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523 The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete to the
524 best of Seller's knowledge. Seller hereby authorizes the Listing Broker to provide this information to prospective buyers of
525 the property and to other real estate licensees. **SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE**
526 **INFORMATION CONTAINED IN THIS STATEMENT.** Seller shall cause Buyer to be notified in writing of any informa-
527 tion supplied on this form which is rendered inaccurate by a change in the condition of the property following completion of
528 this form.

529 **SELLER** _____ **DATE** _____
530 **SELLER** _____ **DATE** _____
531 **SELLER** _____ **DATE** _____

EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

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

536 Bethany D. Freeman

DATE 12/27/23

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

537
538 The undersigned Buyer acknowledges receipt of this Disclosure Statement. Buyer acknowledges that this Statement is not a
539 warranty and that, unless stated otherwise in the sales contract, Buyer is purchasing this property in its present condition. It
540 is Buyer's responsibility to satisfy himself or herself as to the condition of the property. Buyer may request that the property
541 be inspected, at Buyer's expense and by qualified professionals, to determine the condition of the structure or its components.

542 **BUYER** _____ **DATE** _____
543 **BUYER** _____ **DATE** _____
544 **BUYER** _____ **DATE** _____

RESIDENTIAL LEAD-BASED PAINT HAZARDS DISCLOSURE FORM

LPD

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

THIS FORM MUST BE COMPLETED FOR ANY PROPERTY BUILT PRIOR TO 1978

1 **PROPERTY** 222 Fulton Road, Oxford, Pennsylvania, 19363

2 **SELLER** Ella E. Fulton Estate

3 **LEAD WARNING STATEMENT**

4 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that

5 such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poi-

6 soning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced

7 intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women.

8 The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint

9 hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint haz-

10 ards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

11 **SELLER'S DISCLOSURE**

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

13 _____ / _____ Seller has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property. (Provide

14 the basis for determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces, and

15 other available information concerning Seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards.)

16 **SELLER'S RECORDS/REPORTS**

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

18 _____ / _____ Seller has provided Buyer with all available records and reports regarding lead-based paint and/or lead-based paint hazards in

19 or about the Property. (List documents): _____

20 _____

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

22 **SELLER** Bethany D. Freeman **DATE** 12/27/23

23 **SELLER** _____ **DATE** _____

24 **SELLER** _____ **DATE** _____

25 **AGENT ACKNOWLEDGEMENT AND CERTIFICATION**

26 _____ Agent/Licensee represents that Agent has informed Seller of Seller's obligations under the Residential Lead-Based-Paint

27 Hazard Reduction Act, 42 U.S.C. §4852(d), and is aware of Agent's responsibility to ensure compliance.

28 The following have reviewed the information above and certify that the Agent statements are true to the best of their knowledge and belief.

29 Seller Agent and Buyer Agent must both sign this form.

30 **BROKER FOR SELLER (Company Name)** _____

31 **LICENSEE SIGNATURE** _____ **DATE** _____

32 **BROKER FOR BUYER (Company Name)** _____

33 **LICENSEE SIGNATURE** _____ **DATE** _____

34 **BUYER** _____

35 **DATE OF AGREEMENT** _____

36 **BUYER'S ACKNOWLEDGMENT**

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

38 _____ / _____ Buyer has reviewed Seller's disclosure of known lead-based paint and/or lead-based paint hazards and has received the records

39 and reports regarding lead-based paint and/or lead-based paint hazards identified above.

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

41 **BUYER** _____ **DATE** _____

42 **BUYER** _____ **DATE** _____

43 **BUYER** _____ **DATE** _____



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04/14