

# Live Auction 3 Real Estate Parcels, Vehicles and More

Saturday, May 21st @ 9:30am

Located at 711 SR 307, Factoryville, PA 18419

Real Estates will be offered starting at 12pm

**Parcel #1:** 2+/- Acres Lakefront with a House and Garage

Address: 711 SR 307, Factoryville, PA 18419 (Overfield Twp)

Well and Public Sewer

Taxes: \$1,117.22 County; \$2,869.44 School

Real Estate Terms: 3% Buyer's Premium/\$50,000 deposit due at conclusion of bidding

**Parcel #2:** 2+/- Acres with a House and 3 Car Garage, overlooking Lake Winola

Address: 730 SR 307, Factoryville, PA 18419 (Overfield Twp)

3 bedrooms, 2 full baths with first floor laundry, living room, eat-in kitchen, finished

basement with wet bar; On-Site Well, Septic

Taxes: \$789.61 County; \$1,751.30 School

Real Estate Terms: 3% Buyer's Premium/\$25,000 deposit due at conclusion of bidding

**Parcel #3:** 25+/- Wooded Acres overlooking Lake Winola (Overfield Twp)

Taxes: \$317.71 County; \$799.68 School

Real Estate Terms: 3% Buyer's Premium/\$25,000 deposit due at conclusion of bidding

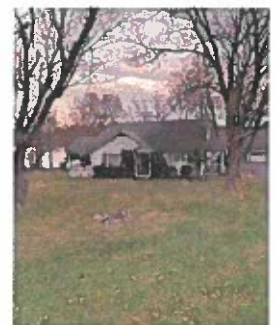
**Open Houses:** Monday, May 9th - 5-6pm & Sunday, May 15th - 12- 2pm

**Vehicles & Equipment:** 2005 Subaru Outback, Automatic, ,33k Miles; 1989 Chevy S-10, Automatic, 4.3L, 4x4, 89k Miles; Ford 8N; 2 John Deere Mowers

**Contents:** Quilts, China, Furniture, Jewelry, Diamond Rings and much more!

All Sale Day Announcements superseded any advertising.

**\*preview starts at 8:30 am day of sale\***



Auction conducted by Brian Burke, Auctioneer -AU003255L  
General Terms: 13% Buyer's Premium; 3% Discount Cash/Check  
Burke's Gun Shop LLC/Shamrock Auction Services, LLC  
570-767-2278 or Info@BrianBurkeAuctions.com for information  
www.BrianBurkeAuctions.com



# Real Estate Purchase Agreement



**AUCTIONEER: Brian Burke**

**PHONE: 570-767-2278**

**E-mail: info@BrianBurkeAuctions.com**

THIS AGREEMENT, made under the date of, May 21, 2022, WITNESSETH, that

Seller, agrees to sell and Buyer \_\_\_\_\_

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

Real Estate belonging to Doris Smalser Estate. The property is selling in its "AS IS" condition is

situated at State Route 307 in the City of Factoryville, County of Wyoming and State of

Pennsylvania, Instrument Number 21-052.0-047-00-00-00, 414-314, for the price of

(\$ \_\_\_\_\_ )

\_\_\_\_\_ dollars

plus a 3% Buyer's premium of (\$ \_\_\_\_\_ ) for a total of

\_\_\_\_\_ Dollars,

free and clear of all liens and encumbrances, except as may otherwise be stated in this agreement. The title to said premises shall be subject to all existing restrictions, easements, recorded agreements and covenants, right of public service companies, easements of roads, zoning regulations, ordinances, statutes and regulations of any constituted public authority, now in force or which may be passed prior to final settlement.

1. A deposit is herewithmade in the amount of (\$25,000.00) Twenty-Five Thousand Dollars toward the purchase price under this agreement. Said deposit shall be held by Brian Burke, hereinafter referred to as ("The Auctioneer") in his escrow account.

2. The balance of the purchase price shall be paid in cash at the time of final settlement and delivery of the deed which shall take place on or before 60 days (July 20, 2022) from above date, with time for settlement agreed to be of the essence of this agreement.
3. Taxes rents and other current charges, if any, shall be pro-rated on a school fiscal basis to the date of the settlement. County and Township based upon the calendar year.
4. Possession shall be delivered at the time of final settlement by special warranty deed. The Seller shall deliver a fully executed special warranty deed at the time of the settlement. The Buyer will receive possession of the property at the time of settlement.
5. All state, county or school transfer taxes imposed upon this sale shall be divided equally between the Buyer and Seller.
6. The obligation of Buyer under this Agreement of Sale shall not be excused, limited, altered by or conditioned upon Buyer obtaining mortgage financing. Should Buyer fail to make settlement, as herein provided, the sum or sums paid on account of the purchase price, at the option of the Seller, may be retained by the Seller, either on account of the purchase price, the resale price or as liquidated damages. In the latter case, the contract shall become null and void. In the latter event, all monies paid on account shall be divided equally between the Seller and the Auctioneer, but in no event shall the sum paid to the Auctioneer be in excess of the rate of commission due to him.
7. Buyer acknowledges that lot sizes, acres of lots and plan set forth in any circular and other advertising may not be totally accurate. In signing this agreement Buyer has not relied on the description set forth or referred to in this agreement, the Buyer should make an independent determination of the same.

8. It is understood and agreed that Brian Burke, of Brian Burke Auctions is acting as agent for the Seller, not the Buyer, and he shall in no case whatsoever be held liable by either party for the performance of any term or covenant of this agreement for the damages for non-performance thereof.

Buyer's initials \_\_\_\_\_ Seller's initials \_\_\_\_\_

9. Buyer acknowledges that he has **INSPECTED THE PREMISES**, The Seller's Property Disclosure Statement and enters into this agreement to purchase as a result of said inspections and not as a result of any advertising or announcement made by the seller and/or the auction company or their selling agents. The property is being sold "AS IS" condition.

10. If any buildings on these premises were built prior to 1978, they may contain lead paint. This property may contain wet lands.

11. This agreement shall extend and be binding upon the heirs, administrators, successors and assigns of the parties hereto.

12. Buyer has been advised that said premises are located at: State Route 307, Factoryville, PA, County of Wyoming

13. Buyer agrees that Seller shall not be required to present (tender) to Buyer a deed for said premises if Buyer defaults in paying the balance of the purchase price in order to enforce the provisions of this agreement against Buyer. Buyer agrees not to present this agreement to the Recorder of Deeds to be recorded.

14. Buyer acknowledges that under the terms and conditions of the auction Sale during which said premises were offered at auction that among the conditions announced was that this agreement is subject to the approval of Seller. Pending such approval Buyer

shall be bound by this agreement with the same force and effect as if no such approval were required. If this agreement is not approved by Seller, the deposit money paid on account hereof will be returned to Buyer, without interest, and agreement shall become null and void.

15. The Seller shall not be obligated to survey the property even if a survey is required by the Buyer's title insurance company or the Buyer's lender. The Buyer may survey the property at his own expense.
16. The sale of this property is not conditioned on any testing or inspections by the Buyer.
17. This agreement and the sale shall be governed by the laws of the Commonwealth of Pennsylvania.
18. This agreement contains the entire agreement between the parties. No prior agreement of representation of any kind, and no contemporaneous or subsequent oral agreement or representation and no course of dealing between the parties or custom shall be permitted to contradict, vary or add to the terms of this agreement.
19. All Individual G.O.M. rights convey in the sale of this property.

**IN WITNESS WHEREOF:** the parties have hereunto set their hand and seals, the day and year first written above.

Signed, Sealed and Delivered in the presence of Brian Burke, Brian Burke Auctions, Auctioneer.

By: \_\_\_\_\_  
Auctioneer

Witness: \_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)

NOW this \_\_\_\_\_ day of \_\_\_\_\_, 2022, I do hereby approve and accept the above offer and agreement.

Sellers: \_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)



SELLER'S PROPERTY DISCLOSURE STATEMENT

Property address: 25+/- Acres SR 307, Factoryville, PA 18419  
PARCEL: 21-052.0-047-00-00-00

Seller: Doris Smalser, Estate

A seller must disclose to a buyer all known material defects about property being sold that are not readily observable. This disclosure statement is designed to assist the seller in complying with disclosure requirements and to assist the buyer in evaluating the property being considered.

This statement discloses the seller's knowledge of the condition of the property as of the date signed by the seller and is not a substitute for any inspections or warranties that the buyer may wish to obtain. This statement is not a warranty of any kind by the seller or a warranty or representation by any listing real estate broker, any selling real estate broker or their agents. The buyer is encouraged to address concerns about the conditions of the property that may not be included in this statement. This statement does not relieve the seller of the obligation to disclose a material defect that may not be addressed on this form.

If an item of information is unknown or not available to Seller and Seller has made an effort to ascertain it, Seller may make a disclosure based on the best information available provided it is identified as a disclosure based on an incomplete factual basis.

A material defect is a problem with the property or any portion of it that would have a significant adverse impact on the value of the residential real property or that involves an unreasonable risk to people on the land.

(1) Seller's expertise. The seller does not possess expertise in contracting, engineering, architecture or other areas related to the construction and conditions of the property and its improvements, except as follows: \_\_\_\_\_  
\_\_\_\_\_

(2) Occupancy

(A) Do you, the seller, currently occupy this property? \_\_\_\_\_ Yes \_\_\_\_\_ No

If "no," when did you last occupy the property? \_\_\_\_\_

Is the Property zoned for single family residential use? \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown

(3) Roof.

(A) Date roof was installed: \_\_\_\_\_

Documented? \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown

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

If "yes," were the existing shingles removed?

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown

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

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

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

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

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

\_\_\_\_\_ yes \_\_\_\_\_ no \_\_\_\_\_ unknown

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

\_\_\_\_\_ Yes \_\_\_\_\_ No

If "yes," describe in detail: \_\_\_\_\_

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

\_\_\_\_\_ Yes \_\_\_\_\_ No

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

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

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

\_\_\_\_\_ Yes \_\_\_\_\_ No

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

\_\_\_\_\_ Yes \_\_\_\_\_ No

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

\_\_\_\_\_ Yes \_\_\_\_\_ No

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

\_\_\_\_\_ Yes \_\_\_\_\_ No

Explain any yes answers that you give in this section: \_\_\_\_\_

(6) Structural items.

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

\_\_\_\_\_ Yes \_\_\_\_\_ No

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

\_\_\_\_\_ Yes \_\_\_\_\_ No

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

\_\_\_\_\_ Yes \_\_\_\_\_ No



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

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

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

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

(7) Additions/remodeling.

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

If "Yes", please describe: \_\_\_\_\_

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

yes  no  unknown

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

yes  no  unknown

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

yes  no  unknown

(8) Water and sewage.

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

public  community system  
 well on property  other

If "other," please explain: \_\_\_\_\_

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

when was your water last tested? \_\_\_\_\_

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

\_\_\_\_\_ yes \_\_\_\_\_ no

If "no," please explain: \_\_\_\_\_  
\_\_\_\_\_

(C) Do you have a softener, filter or other purification system? \_\_\_\_\_ Yes \_\_\_\_\_ No

\_\_\_\_\_ yes \_\_\_\_\_ no

If "yes," is the system: \_\_\_\_\_ leased \_\_\_\_\_ owned

(D) What is the type of sewage system?

\_\_\_\_\_ public sewer \_\_\_\_\_ private sewer

\_\_\_\_\_ septic tank \_\_\_\_\_ cesspool \_\_\_\_\_ other

If "other," please explain: \_\_\_\_\_  
\_\_\_\_\_

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

(E) Is there a sewage pump? \_\_\_\_\_ Yes \_\_\_\_\_ No

If "yes," is it in working order? \_\_\_\_\_ Yes \_\_\_\_\_ No

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

(G) Is either the water or sewage system shared? \_\_\_\_\_ Yes \_\_\_\_\_ No

If "yes," please explain: \_\_\_\_\_  
\_\_\_\_\_

(H) Are you aware of any leaks, backups or other problems relating to any of the plumbing, water and sewage-related items? \_\_\_\_\_ Yes \_\_\_\_\_ No

If "yes," please explain: \_\_\_\_\_  
\_\_\_\_\_

(9) Plumbing system.

(A) Type of plumbing:

\_\_\_\_\_ copper \_\_\_\_\_ galvanized \_\_\_\_\_ lead  
\_\_\_\_\_ PVC \_\_\_\_\_ unknown \_\_\_\_\_ other

If "other," please explain: \_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_ Yes \_\_\_\_ No

If "yes," please explain: \_\_\_\_\_

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(10) Heating and air conditioning.

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

Number of window units included in sale: \_\_\_\_\_

Location: \_\_\_\_\_

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

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

If "other," please explain: \_\_\_\_\_

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

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(E) Type of water heating: \_\_\_\_ electric \_\_\_\_ gas  
\_\_\_\_ solar \_\_\_\_ other

If "other," please explain: \_\_\_\_\_

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(F) If there are fireplaces in the Property, are they operational? \_\_\_\_ Yes \_\_\_\_ No

(G) Are you aware of any underground fuel tanks on the property? \_\_\_\_ Yes \_\_\_\_ No

If yes, please describe: \_\_\_\_\_

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(H) Are you aware of any problems with any item in this section? \_\_\_\_ Yes \_\_\_\_ No

If yes, please explain: \_\_\_\_\_

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(11) Electrical system.

(A) Are you aware of any problems or repairs needed in the electrical system? \_\_\_\_ Yes \_\_\_\_ No

If yes, please explain: \_\_\_\_\_

(12) Other equipment and appliances included in sale (complete only if applicable).

(A) \_\_\_\_\_ Electric garage door opener/Number of transmitters: \_\_\_\_\_  
Are they in working order? \_\_\_\_\_ Yes \_\_\_\_\_ No

(B) \_\_\_\_\_ Smoke detectors How many? \_\_\_\_\_

Location: \_\_\_\_\_

(C) \_\_\_\_\_ Security alarm system  
\_\_\_\_\_ owned \_\_\_\_\_ leased

Lease information: \_\_\_\_\_

(D) \_\_\_\_\_ Lawn sprinkler  
Number \_\_\_\_\_ Automatic timer \_\_\_\_\_

In working order? \_\_\_\_\_ Yes \_\_\_\_\_ No

(E) \_\_\_\_\_ Swimming pool \_\_\_\_\_ Pool heater \_\_\_\_\_ Spa/hot tub

List all pool/spa equipment: \_\_\_\_\_

(F) \_\_\_\_\_ Refrigerator \_\_\_\_\_ Range \_\_\_\_\_ Microwave Oven  
\_\_\_\_\_ Dishwasher \_\_\_\_\_ Trash Compactor  
\_\_\_\_\_ Garbage Disposal

(G) \_\_\_\_\_ Washer \_\_\_\_\_ Dryer

(H) \_\_\_\_\_ Intercom

(I) \_\_\_\_\_ Ceiling Fans \_\_\_\_\_ Number

Location: \_\_\_\_\_

(J) Other: \_\_\_\_\_

Are any items in this section in need of repair or replacement?

\_\_\_\_\_ yes \_\_\_\_\_ no \_\_\_\_\_ unknown

If yes, please explain: \_\_\_\_\_

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(13) Land (soils, drainage and boundaries).

(A) Are you aware of any fill or expansive soil on the property?  Yes  No

(B) Are you aware of any sliding, settling, earth movement, upheaval, subsidence or earth stability problems that have occurred on or that affect the property?  Yes  No

NOTE TO BUYER: YOUR PROPERTY MAY BE SUBJECT TO MINE SUBSIDENCE DAMAGE. MAPS OF THE COUNTIES AND MINES WHERE MINE SUBSIDENCE DAMAGE MAY OCCUR AND MINE SUBSIDENCE INSURANCE ARE AVAILABLE THROUGH:

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
MINE SUBSIDENCE INSURANCE FUND  
3913 WASHINGTON ROAD  
MCMURRAY, PA 15317

724/941-7100

(C) Are you aware of any existing or proposed mining, strip mining or any other excavations that might affect this property?  Yes  No

(D) To your knowledge, is this property, or part of it, located in a flood zone or wetlands area?  Yes  No

(E) Do you know of any past or present drainage or flooding problems affecting the property or adjacent properties?  Yes  No

(F) Do you know of any encroachments, boundary line disputes or easements?  Yes  No

NOTE TO BUYER: Most properties have easements running across them for utility services and other reasons. In many cases, the easements do not restrict the ordinary use of the property, and the seller may not be readily aware of them. Buyers may wish to determine the existence of easements and restrictions by examining the property and ordering an abstract of title or searching the records in the Office of the Recorder of Deeds for the county before entering into an agreement of sale.

(G) Are you aware of any shared or common areas (for example, driveways, bridges, docks, walls, etc.) or maintenance agreements?  Yes  No

Explain any yes answers that you give in this section: \_\_\_\_\_

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(H) Do you have an existing survey of the Property?  Yes  No

If yes, has the survey been made available to the Listing Real Estate Broker?  Yes  No

(I) Does the Property abut a public road?  Yes  No

If not, is there a recorded right-of-way and maintenance agreement to a public road?  Yes  No

(14) Hazardous substances.

(A) Are you aware of any underground tanks or hazardous substances present on the property (structure or soil), including, but not limited to, asbestos, polychlorinated biphenyls (PCBs), radon, lead paint, urea-formaldehyde foam insulation (UFFI), etc.?  Yes  No

(B) To your knowledge, has the property been tested for any hazardous substances?  Yes  No

(C) Do you know of any other environmental concerns that might impact upon the property?  Yes  No

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

(D) Lead-based Paint Hazard Reduction Act.

(1) Was this house constructed prior to 1978?  
 yes  no  unknown

(2) Is Seller aware of the presence of any lead-based paint hazards in the Property?  Yes  No

NOTE: If the house was built prior to 1978, Seller and Seller's Agent must disclose any lead-based paint information which they have, furnish a Lead Hazard Information Pamphlet to any prospective Buyer and Advise Buyer of his rights under the Act.

(15) Condominiums and other homeowners associations (complete only if applicable).

(A) Type:

condominium  cooperative  
 homeowners association  other

If "other," please explain: \_\_\_\_\_

\*NOTICE REGARDING CONDOMINIUMS AND COOPERATIVES:

ACCORDING TO SECTION 3407 OF THE UNIFORM CONDOMINIUM ACT (68 PA.C.S. § 3407 (RELATING TO REALES OF UNITS) AND 68 PA.C.S. § 4409 (RELATING TO REALES OF COOPERATIVE INTERESTS A BUYER OF A RESALE UNIT IN A CONDOMINIUM OR COOPERATIVE MUST RECEIVE A CERTIFICATE OF RESALE ISSUED BY THE ASSOCIATION IN THE CONDOMINIUM OR COOPERATIVE. THE BUYER WILL HAVE THE OPTION OF CANCELING THE AGREEMENT WITH RETURN OF ALL

DEPOSIT MONEYS UNTIL THE CERTIFICATE HAS BEEN PROVIDED TO THE BUYER AND FOR FIVE DAYS THEREAFTER OR UNTIL CONVEYANCE, WHICHEVER OCCURS FIRST.

(B) Do you know of any defect, damage or problem with any common elements or common areas which could affect their value or desirability?

\_\_\_\_\_ yes \_\_\_\_\_ no \_\_\_\_\_ unknown

(C) Do you know of any condition or claim which may result in an increase in assessments or fees?

\_\_\_\_\_ yes \_\_\_\_\_ no \_\_\_\_\_ unknown

If your answer to (B) or (C) is "Yes", explain in detail: \_\_\_\_\_

(16)Miscellaneous.

(A) Are you aware of any existing or threatened legal action affecting the property? \_\_\_\_\_ yes \_\_\_\_\_ no

(B) Do you know of any violations of Federal, State or local laws or regulations relating to this property? \_\_\_\_\_ yes \_\_\_\_\_ no

(C) Are you aware of any public improvement, condominium or homeowner association assessments against the property that remain unpaid or of any violations of zoning, housing, building, safety or fire ordinances that remain uncorrected?

\_\_\_\_\_ yes \_\_\_\_\_ no

(D) Are you aware of any judgment, encumbrance, lien (for example, comaker or equity loan) or other debt against this property that cannot be satisfied by the proceeds of this sale?

\_\_\_\_\_ yes \_\_\_\_\_ no

(E) Are you aware of any reason, including a defect in title, that would prevent you from giving a warranty deed or conveying title to the property?

\_\_\_\_\_ yes \_\_\_\_\_ no

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

\_\_\_\_\_ yes \_\_\_\_\_ no

A material defect is a problem with the property or any portion of it that would have a significant adverse impact on the value of the residential real property or that INVOLVES AN UNREASONABLE RISK TO PEOPLE ON THE LAND.

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

(G) Is there any additional information that you feel you should disclose to the prospective Buyer because it may materially and substantially affect the value or desirability of the Property, e.g., zoning violations, zoning changes, road changes, pending municipal improvements, pending tax assessment appeals, etc.?

\_\_\_\_\_ yes    \_\_\_\_\_ no    \_\_\_\_\_ unknown

If your answers in this section are "Yes", explain in detail: \_\_\_\_\_

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The undersigned seller represents that the information set forth in this disclosure statement is accurate and complete to the best of the seller's knowledge. The seller hereby authorizes any agent for the seller to provide this information to prospective buyers of the property and to other real estate agents. The seller alone is responsible for the accuracy of the information contained in this statement. The seller shall cause the buyer to be notified in writing of any information supplied on this form which is rendered inaccurate by a change in the condition of the property following the completion of this form.

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_



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

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

Sandy Zapolski, Ex.      5/1/2022  
Name and Capacity/Title of person      Date  
signing plus include documentation

CORPORATE LISTING

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

\_\_\_\_\_  
Name and Capacity/Title of person  
signing, plus include documentation

\_\_\_\_\_  
Date

RECEIPT AND ACKNOWLEDGMENT BY BUYER

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

BUYER \_\_\_\_\_      DATE \_\_\_\_\_

BUYER \_\_\_\_\_      DATE \_\_\_\_\_

Delivery of disclosure form

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

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

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

**Information unavailable to seller**

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

**Information subsequently rendered inaccurate.**

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

**Affirmative duty of seller**

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

# This Indenture,

Made the 26<sup>th</sup> day of Sept. in the year of our  
Lord two thousand ~~thousand~~ (2000)

Between

RALPH W. SMALSER, Executor of the ESTATE OF BEATRICE S. SMALSER, deceased, of the Township of Tunkhannock, County of Wyoming and State of Pennsylvania;

- GRANTOR -

AND

RALPH W. SMALSER and DORIS SMALSER, his wife, of Factoryville, Wyoming County, Pennsylvania;

- GRANTEES -

WHEREAS, Beatrice S. Smalser died on the 17th day of February, 1998, while resident of the Township of Tunkhannock, County of Wyoming, and State of Pennsylvania, testate, seised and possessed in her demesne as of fee of the real estate hereinafter described;

AND WHEREAS, Ralph W. Smalser was duly appointed Executor of the estate of said decedent by the Register of Wills of Wyoming County on the 3rd day of March, 1998, and is still qualified and acting as such;

AND WHEREAS, the Last Will and Testament of Beatrice S. Smalser is probated in the Wyoming County Register of Wills Office to Estate #66-98-20;

AND WHEREAS, pursuant to said Last Will and Testament, the decedent left her entire estate to her husband, Ralph H. Smalser; however in the event that he predeceased her, her entire estate would then pass to her son, Ralph W. Smalser. The said Ralph H. Smalser died on the 26th day of April, 1984.

AND WHEREAS, said estate is solvent and all debts and inheritance taxes have been paid or provided for.

BK041480914

*Now This Indenture Witnesseth, That the said* Ralph W. Smalser, Executor of the Estate of Beatrice S. Smalser, deceased

*for and in consideration of the sum of*-----ONE (\$1.00)-----  
*Dollars, lawful money of the United States, to him* in hand paid by the said  
Ralph W. Smalser and Doris Smalser, his wife

*at and before the executing and delivery thereof, the receipt whereof is hereby acknowledged, has granted, bargained, sold, released and confirmed and by these Presents does grant, bargain, sell, alien, release and confirm unto the said* Ralph W. Smalser and Doris Smalser, his wife, their *Heirs and Assigns,*

All

those certain pieces, parcels and lots of land, situate and being in the Township of Overfield, County of Wyoming and State of Pennsylvania, bounded and described as follows:

**FIRST PIECE:** BEGINNING at a corner in the center of State Road No. 0307, said corner being a corner of Louis DeLeo and Cynthia Eyt-DeLeo lands; thence along the center of State Road No. 0307 the following three (3) courses, (1) North nine (09) degrees forty-three (43) minutes thirty-one (31) seconds East eighty-eight and fifty-seven hundredths (88.57) feet, (2) North thirteen (13) degrees twenty-two (22) minutes two (02) seconds East one hundred eighty-two and sixty-eight hundredths (182.68) feet and (3) North fourteen (14) degrees fifteen (15) minutes fifty-nine (59) seconds East twenty-one and forty-four hundredths (21.44) feet to a corner, said corner being a corner of Nicholas Witiak, Jr. and Nancy A. Witiak lands; thence along the line of lands of said Witiak the following three (3) courses, (1) South eighty-seven (87) degrees ten (10) minutes twenty-five (25) seconds East two hundred twenty and seventy-eight hundredths (220.78) feet through a 1-1/4 inch diameter pipe found on line to a corner, (2) North eighteen (18) degrees thirty-four (34) minutes twenty-five (25) seconds West one hundred thirty-five and eighty-five hundredths (135.85) feet to a corner and (3) North seven (07) degrees forty-six (46) minutes twenty-five (25) seconds West thirty-nine and sixty-seven hundredths (39.67) feet to a 1-1/4 inch diameter pipe found marking a corner, said corner being a corner of now or formerly Robert W. and Sandra A. Melley lands; thence along the line of lands of now or formerly Melley the following two (2) courses, (1) North six (06) degrees thirty (30) minutes twenty-five (25) seconds West seventy-five (75.00) feet to a corner and (2) North eighty-eight (88) degrees forty-one (41) minutes twenty-five (25) seconds West one hundred four and twenty-two hundredths (104.22) feet to a corner in the centerline of State Road No. 0307; thence along the center of said road, North twelve (12) degrees thirty-seven (37) minutes two (02) seconds East twenty-two and forty-four hundredths (22.44) feet to a corner, said corner being a corner of lands of Dennis J. and Shirley D. Nealon; thence along the line of lands of said Nealon, South eighty-eight (88) degrees forty-one (41) minutes twenty-five (25) seconds East one hundred thirteen and thirty-seven hundredths (113.37) feet to a corner, said corner being a corner of lands of Nicholas Witiak, Jr. and Nancy A. Witiak; thence along the line of lands of said Witiak and along line of lands of Louis and Celia Gatto, South eight (08) degrees sixteen (16) minutes forty-one (41) seconds East one hundred thirty-one and fifty-eight hundredths (131.58) feet to a corner; thence along the line of lands of Nicholas Witiak, Jr. and Nancy Witiak, South eighteen (18) degrees thirty-five (35) minutes forty-one (41) seconds East one hundred forty-one and two hundredths (141.02) feet to a 1-inch diameter pipe found marking a corner; thence along the line of lands of Peter Matechak, Jr. and Sandra L. Matechak, along line of lands of Joseph S. and Gloria Martin and along line of lands of John and Joanne Matechak, South five (05) degrees thirty-nine (39) minutes eleven (11) seconds East one hundred ninety-six and fourteen hundredths (196.14) feet to a corner; thence continuing along the line of lands of John and Joanne Matechak, South eighty-nine (89) degrees twenty-one (21) minutes fifty-six (56) seconds East one hundred ninety-one and thirty-six hundredths (191.36) feet through a 1-1/2 inch diameter pipe found on line through a 1-1/4 inch diameter pipe found on line to a corner at the water's edge of Lake Winola; thence along the water's edge of Lake Winola the following three (3) courses, (1) South six (06) degrees thirty-six (36) minutes fifty (50) seconds West forty-one and forty-six hundredths (41.46) feet to a corner, (2) South twenty-seven (27) degrees twelve (12) minutes forty-six (46) seconds West twenty-two and sixty-nine hundredths (22.69) feet to a corner and (3) South fourteen (14) degrees eighteen (18) minutes forty-five (45) seconds West twenty-one and eighty-six hundredths (21.86) feet to a corner; thence along the line of lands of Aloysius P. McKinney et ux. and along line of lands of Louis

..continued on attached page..

DeLeo and Cynthia Eyt-DeLeo, North eighty-nine (89) degrees twenty-eight (28) minutes thirty-seven (37) seconds West four hundred ninety-three and ninety-five hundredths (493.95) feet through a 1/2-inch diameter pin found on line to the place of beginning.

CONTAINING 2.38 acres more or less gross as shown upon survey map prepared by Milnes Engineering, Inc. dated September 9, 1998, entitled "Plat of Survey for Ralph W. Smalser, Jr. et ux." See Map Book 16 at Page 484

The above described land is under and subject to the right-of-way of State Road No. 0307 and utility easements.

The above described land is under and subject to the right of ingress, egress and regress over and across all rights-of-way leading to State Road No. 0307, as same were granted by Ralph H. Smalser.

The above described land is under and subject to the rights-of-way/easements granted to the Lake Winola Municipal Authority.

**SECOND PIECE:** BEGINNING at a corner in the center of State Road No. 0307, said corner being a corner of Richard A. and Virginia B. Dickinson lands; thence along the line of lands of said Dickinson the following two (2) courses, (1) North eighty-nine (89) degrees fifty-nine (59) minutes forty-nine (49) seconds West two hundred seventy-three and seventy-nine hundredths (273.79) feet through a 3/4-inch diameter rebar set on line to a 1-1/4 inch diameter pipe found marking a corner and (2) South thirteen (13) degrees eleven (11) minutes eleven (11) seconds West one hundred eighty (180.00) feet to a 1-1/4 inch diameter pipe found marking a corner in the line of lands of Ralph W. Smalser, Jr. et ux.; thence along the line of lands of Ralph W. Smalser, Jr. et ux. the following two (2) courses, (1) North eighty-nine (89) degrees twenty-eight (28) minutes thirty-seven (37) seconds West one hundred twenty-six and seventy-two hundredths (126.72) feet to a corner and (2) South one (01) degree fifty-three (53) minutes twenty-three (23) seconds West two hundred seventy-eight and fourteen hundredths (278.14) feet to a corner in the line of lands of Robert E. Kern, Jr.; thence along the line of lands of said Kern, North eighty-nine (89) degrees twenty-eight (28) minutes thirty-seven (37) seconds West one thousand forty-eight and seventy-one hundredths (1048.71) feet to a 3/4-inch diameter rebar set marking a corner in the line of lands of Charles Michalowski, et al.; thence along the line of lands of said Michalowski, et al., North zero (0) degrees one (01) minute twenty-three (23) seconds East eight hundred thirty-four and fifty-nine hundredths (834.59) feet through a rebar found on line to a 1/2-inch diameter pipe in cairn found marking a corner, said corner being a corner of lands of Carl D. and Theodosia Frear; thence along the line of lands of said Frear, North eighty-nine (89) degrees thirty (30) minutes thirty-seven (37) seconds East one thousand five hundred sixty-seven and fifty hundredths (1567.50) feet through a 1/2-inch diameter pipe in cairn found on line to a corner; thence along the line of lands of now or formerly Asa and Angeline Frear the following five (5) courses, (1) South eight (8) degrees twenty-nine (29) minutes twenty-three (23) seconds West forty-four and fifty-five hundredths (44.55) feet to a corner, (2) South seventeen (17) degrees twenty-nine (29) minutes twenty-three (23) seconds West two hundred sixteen and eighty-one hundredths (216.81) feet to a 3/4-inch diameter rebar set marking a corner, (3) North eighty-nine (89) degrees thirty (30) minutes thirty-seven (37) seconds East sixteen and fifty hundredths (16.50) feet to a 3/4-inch diameter rebar set marking a corner, (4) North seventeen (17) degrees twenty-nine (29) minutes twenty-three (23) seconds East two hundred sixteen and eighty-one hundredths (216.81) feet to a corner and (5) North eight (08) degrees twenty-nine (29) minutes twenty-three (23) seconds East forty-four and fifty-five hundredths (44.55) feet to a corner in the line of lands of Carl D. and Theodosia Frear; thence along the line of lands of Carl D. and Theodosia Frear, North eighty-nine (89) degrees thirty (30) minutes thirty-seven (37) seconds East two and seven hundredths (2.07) feet to a corner in the center of State Road No. 0307; thence along the centerline of said road the following four (4) courses, (1) South four (04) degrees eighteen (18) minutes sixteen (16) seconds West fifty-two and eighty-three hundredths (52.83) feet, (2) South nine (09) degrees sixteen (16) minutes twenty (20) seconds West fifty-seven and eighty-seven hundredths (57.87) feet, (3) South twelve (12) degrees thirty-seven (37) minutes two (02) seconds West fifty-three and twenty hundredths (53.20) feet and (4) South fourteen (14) degrees fifteen (15) minutes fifty-nine (59) seconds West two hundred fifty-one and seventy hundredths (251.70) feet to the place of beginning.

CONTAINING 25.50 acres more or less gross as shown upon survey map prepared by Milnes Engineering, Inc., dated June 2, 1998 and recorded simultaneously herewith. See Map Book 16 at Page 485

..continued on attached page..

BK0414P0316

The above described land is under and subject to rights of others in connection with use of that certain spring situated on the above described land.

The above described land is under and subject to the right-of-way of State Road No. 0307 and utility easements.

BEING all of the remaining lands conveyed to Ralph H. Smalser and Beatrice Smalser, his wife, by Deed of Minnie Smith, widow, et al., dated the 23rd day of July, 1949, and recorded in Wyoming County Deed Book 122 at Page 340. The said Ralph H. Smalser died on the 26th day of April, 1984, thus vesting title in fee simple absolute in his widow, Beatrice Smalser, as surviving tenant by the entireties. Beatrice Smalser and Beatrice S. Smalser are one and the same person.

BK0414P60317

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

To Have and to Hold the said hereditaments and premises hereby granted and released, or mentioned, and intended so to be, with the appurtenances, unto the said

Ralph W. Smalser and Doris Smalser, his wife, their heirs and assigns, to and for the only proper use and behoof of the said Ralph W. Smalser and Doris Smalser, his wife, their heirs or assigns forever. And the said

Ralph W. Smalser, Executor of the Estate of Beatrice S. Smalser, deceased covenant, promise and agree to and with the said

Ralph W. Smalser and Doris Smalser, his wife, their heirs and assigns, by these Presents, that he the said Ralph W. Smalser, Executor of the Estate of Beatrice S. Smalser, deceased

has not done, committed, or knowingly or willingly suffered to be done, committed any act, matter or thing whatsoever, whereby the premises hereby granted, or any part thereof, is, are shall or may be impeached, charged or incumbered, in title, charge, estate or otherwise howsoever.

In Witness Whereof, the said Ralph W. Smalser, Executor of the Estate of Beatrice S. Smalser, deceased has hereunto set his hand and seal, the day and year above written.

ESTATE OF BEATRICE S. SMALSER

Signed, Sealed and Delivered in the presence of

BY: Ralph W. Smalser Seal  
RALPH W. SMALSER, EXECUTOR

\_\_\_\_\_ Seal

\_\_\_\_\_ Seal

\_\_\_\_\_ Seal

Commonwealth of Pennsylvania } ss.  
County of Wyoming

On this, the 26<sup>th</sup> day of September A.D. 2000, before me a notary public the undersigned officer, personally appeared Ralph W. Smalser, Executor of the Estate of Beatrice S. Smalser, deceased

known to me, (or satisfactorily proved) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

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

NOTARIAL SEAL  
Judd B. Fitze, Notary Public  
Tunkhannock, Wyoming Co., PA  
My Commission Expires December 27, 2001

Judd B. Fitze  
Notary Public

Commonwealth of Pennsylvania }  
County of } ss.

Recorded on this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19 \_\_\_\_\_, in the  
Recorder's Office of the said County in Deed Book \_\_\_\_\_ Volume \_\_\_\_\_ Page \_\_\_\_\_  
(Given under my hand and the seal of the said Office, the date above written.)

\_\_\_\_\_  
Recorder

I Herby Certify, that the precise residence of the Grantee  
RR #1 Box 1434  
Factoryville PA 18419

Attorney At Law James H. H.

FILED  
REGISTER & RECORDER  
WYOMING CO., PA.

ACT 5 2 10 PM '00

3712

# Deed

Guardians, Trustees or Executors

RALPH W. SWALSER, Executor of  
the ESTATE OF BEATRICE S. SWALSER  
DECEASED

To

RALPH W. SWALSER ET UX.

Dated \_\_\_\_\_  
For \_\_\_\_\_

Consideration \$ \_\_\_\_\_  
Recorded \_\_\_\_\_

Entered for record in the Recorder's  
Office of \_\_\_\_\_ County  
the \_\_\_\_\_ day of \_\_\_\_\_  
A. D. 19 \_\_\_\_\_

Tax \$ \_\_\_\_\_ Fees \$ \_\_\_\_\_

Recorder.

1917 Form No. 29-Legal Blank primary, Leesport, Pa.

2650

8K0611660319





**REALTY TRANSFER TAX  
STATEMENT OF VALUE**

See Reverse for Instructions

RECORDER'S USE ONLY	
Scan Form Field	0
Book Number	414
Page Number	314
Date Recorded	10/5/00

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

**A CORRESPONDENT - All inquiries may be directed to the following person:**

Name: Judd B. Fitze Telephone Number: Area Code ( 570 ) 836-3185

Street Address: 7 Marion Street City: Tunkhannock State: PA Zip Code: 18657

**B TRANSFER DATA**

Grantor(s)/Lessee(s): Ralph W. Smalser, Executor of the Beatrice S. Smalser Estate Date of Acceptance of Document: \_\_\_\_\_

Grantee(s)/Lessee(s): Ralph W. Smalser and Doris Smalser, his wife Street Address: RR#1 Box 1434

Street Address: RR#1 Box 1434

City: Factoryville State: PA Zip Code: 18419 City: Factoryville State: PA Zip Code: 18419

**C PROPERTY LOCATION**

Street Address: Route 307 City, Township, Borough: Overfield Township

County: Wyoming School District: Tunkhannock Area Tax Parcel Number: 21-053.5-061 / 21-053.0-047

**D VALUATION DATA**

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
	+	=
4. County Assessed Value 32,350 12,250	5. Common Level Ratio Factor x 3.39	6. Fair Market Value = 109,666.50 = 41,527.50

**E EXEMPTION DATA**

1a. Amount of Exemption Claimed \_\_\_\_\_ 1b. Percentage of Interest Conveyed \_\_\_\_\_

2. Check Appropriate Box Below for Exemption Claimed

Will or intestate succession Beatrice Smalser (Name of Decedent) 66-98-20 (Estate File Number)

Transfer to Industrial Development Agency.

Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)

Transfer between principal and agent. (Attach complete copy of agency/straw party agreement.)

Transfers to the Commonwealth, the United States and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)

Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number \_\_\_\_\_, Page Number \_\_\_\_\_

Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)

Statutory corporate consolidation, merger or division. (Attach copy of articles.)

Other (Please explain exemption claimed, if other than listed above.) \_\_\_\_\_

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party: Judd B. Fitze Date: 10-5-00

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH APPLICABLE DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.  
BK0414860320

Commonwealth of Pennsylvania,  
County of Wyoming, ss.

On this, the thirteenth day of October A.D. 1960, before me a Justice of the Peace, the undersigned officer, personally appeared Helen \_\_\_ Harding and Lawrence Harding, known to me, (or satisfactorily proven) to be the person whose names subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained

In Witness Whereof, I hereunto set my hand and official seal.  
(J. P. Seal) Edward A. Hinchliffe, Justice of the Peace  
My com. expires Jan. 1962

I Hereby Certify, that the precise residence of the grantees, 341 Exeter Avenue, West Pittston, Pa.

Recorded October 15, 1960 at 11:39 a.m.  
Richard E. Hufferan, Recorder.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

C A R L M. T R A U G E R, et. ux. )(  
-TD- )(  
R A L P H W. S M A L S E R, JR., et. ux. )(  
)

This Deed, made the 15th day of October in the year of our Lord one thousand nine hundred and sixty.

Between Carl M. Trauger and Mabel Trauger, his wife, of the Township of Overfield, County of Wyoming and State of Pennsylvania, Grantors, and Ralph W. Smalser, Jr. and Doris A. Smalser, his wife, of the Township of Overfield, County of Wyoming and State of Pennsylvania, Grantees,

Witnesseth, that in consideration of six hundred fifty (\$65000) dollars, in hand paid, the receipt whereof is hereby acknowledged; the grantors do hereby grant and convey to the said grantees, their heirs and assigns;

All that certain piece, parcel and lot of land situate and being in the Township of Overfield, County of Wyoming and State of Pennsylvania, bounded and described as follows:

Beginning at a corner the edge of route 6 leading from Tunkhannock to Mill City common corner between the lands herein conveyed and lands of Ralph Smalser; thence north eighty-eight (88) degrees west 154.8 feet to a corner at the edge of a twenty foot private road; thence south eight (8) degrees thirty (30) minutes west 60 feet to lot #2; thence south eighty-eight (88) degrees no minutes east 163.2 feet to the edge of the highway aforesaid; thence by and along said highway north ten (10) degrees twenty-two (22) minutes east 50 feet to the place of beginning and being lot #1 of the plot of lots of Carl Trauger lands situate in Overfield Township, Wyoming County, Pennsylvania, as surveyed by A. W. Sturman in February 1961 and being a part of the same lands acquired by the grantors by deed recorded in the Recorder's Office in and for Wyoming County, in Deed Book 115, page 220.

Together with a right of way over and across a twenty foot private road leading from the highway between lots no. 4 & no. 6 and a private road running in the rear of all of the lots in the development, together with right of ingress, egress and regress over and across said private roads.

And the said grantors will warrant generally the property hereby conveyed.

In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered  
in the presence of  
John B. Farr (\$1.10 U.S. IN. REV. cancelled) (\$6.50 Pa. State Tax cancelled)

✓ CARL M. TRAUGER (SEAL)  
✓ MABEL TRAUGER (SEAL)

Commonwealth of Pennsylvania,  
County of Wyoming, ss.

On this, the 15th day of October A.D. 1960, before me a notary public, the undersigned officer, personally appeared Carl M. Trauger and Mabel Trauger, his wife, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

(N. P. Seal)

Caroline D. Chambers, Notary Public  
Tunkhannock, Wyoming Co., Pa.

My commission expires Feb. 17, 1963

I Heroby Certify, that the precise residence of the grantees is: R. D.1  
Factoryville, Pa.

Attorney John B. Farr

Recorded October 17, 1960 at 1:41 p.m.

Richard E. Hefferan, Recorder.

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

STEPHEN KARHNAK, et. ux. )(
-TO- )(
LAWRENCE W. TIFFANY, et. ux.

This Deed, made the 17th day of October in the year of our Lord one thousand nine hundred and sixty.

Between Stephen KarhnaK and Helen KarhnaK, his wife, of the Borough of Nicholson, County of Wyoming and State of Pennsylvania, Grantors, and Lawrence W. Tiffany and Phyllis T. Tiffany, his wife, of the Borough of Nicholson, County of Wyoming and State of Pennsylvania, Grantees,

Witnesseth, that in consideration of five thousand (\$5000.00) dollars, in hand paid, the receipt whereof is hereby acknowledged; the grantors do hereby grant and convey to the said grantees, their heirs and assigns.

All that certain piece, parcel and lot of land, situate in the Borough of Nicholson, County of Wyoming and State of Pennsylvania, bounded and described as follows:

Beginning at a corner in the center of Oak Street in line of the east boundary of Maple Street; thence north twenty-five and one-half (25 1/2) degrees west two hundred fifty (250) feet; thence north sixty-seven and one-half (67 1/2) degrees east one hundred (100) feet; thence south twenty-five and one-half (25 1/2) degrees east two hundred fifty (250) feet; thence south sixty-seven and one-half (67 1/2) degrees west one hundred (100) feet to the place of beginning. Containing twenty-five thousand (25,000) square feet of land, strict measure.

Being the same lands conveyed to Stephen KarhnaK et ux by Fanny J. Blakeslee, single, by deed dated August 21, 1959 and recorded in Wyoming County Deed Book Volume 145 at page 310.

And the said grantors will warrant generally the property hereby conveyed.

In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered

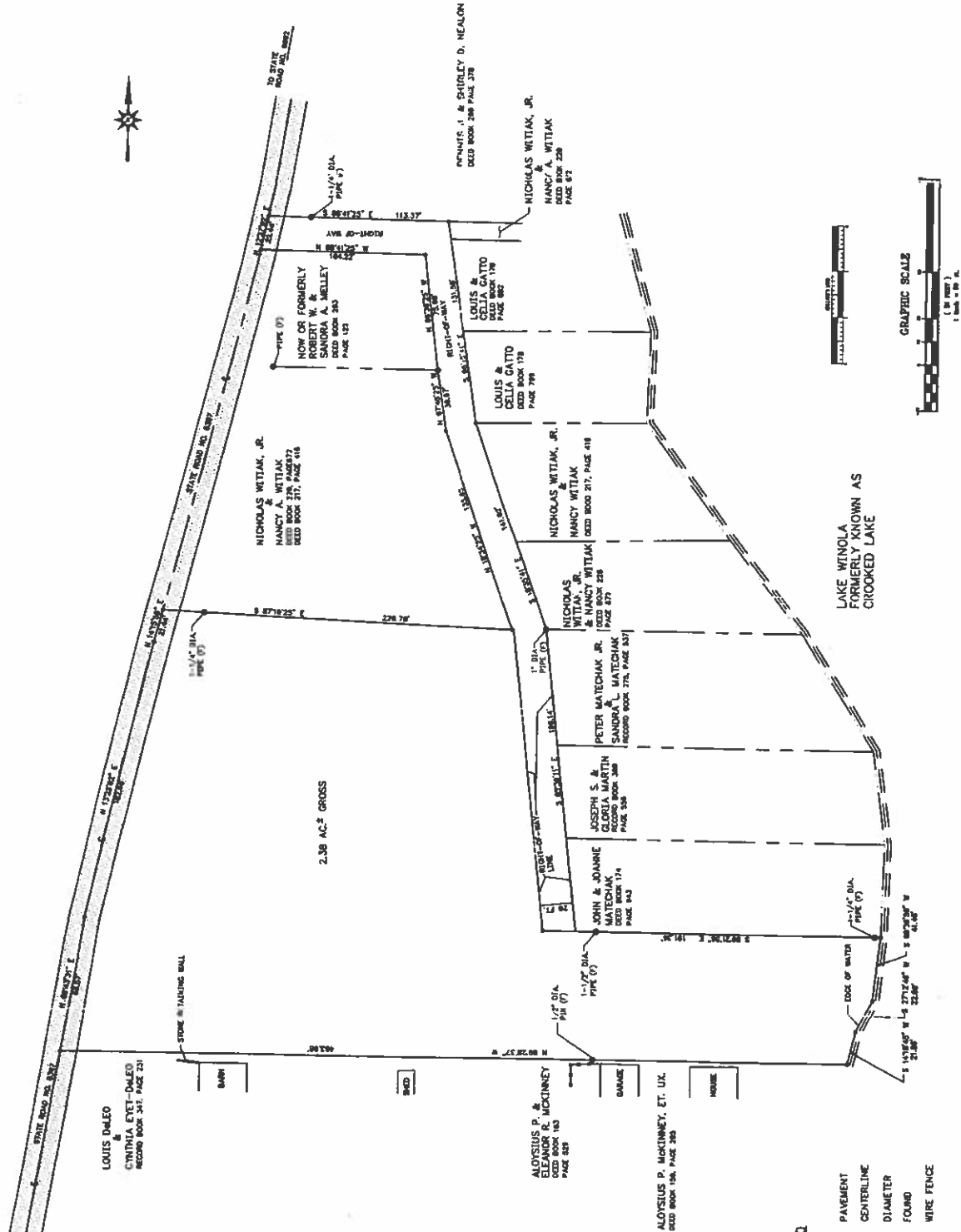
STEPHEN KARHNAK (SEAL)

in the presence of

HELEN KARHNAK (SEAL)

Roy A. Gardner (\$5.50 U.S.I.N. REV. cancelled) (\$50.00 Pa. State tax cancelled)





- NOTES:
1. LEGAL RIGHT-OF-WAY OF STATE ROAD NO. 887 HAS A VARIABLE WIDTH.
  2. PARCEL SURVEYED IS UNDER AND SUBJECT TO THE RIGHTS-OF-WAY LADING ACROSS AND ACROSS-OF-WAY LADING SMALLER TO STATE ROAD NO. 887.
  3. PARCEL SURVEYED IS UNDER AND SUBJECT TO THE RIGHTS-OF-WAY/PAVEMENT RIGHT-OF-WAY TO THE LAKE WINDOLA MUNICIPAL AUTHORITY.

SOURCE OF TITLE  
DEED BOOK NO. 122 PAGE 340

NO.	DESCRIPTION	DATE	BY
1	PLAT OF SURVEY FOR LAKE WINOLA FORMERLY KNOWN AS CROOKED LAKE	1968	WITLAK & MATECHAK
2	PLAT OF SURVEY FOR LAKE WINOLA FORMERLY KNOWN AS CROOKED LAKE	1968	WITLAK & MATECHAK
3	PLAT OF SURVEY FOR LAKE WINOLA FORMERLY KNOWN AS CROOKED LAKE	1968	WITLAK & MATECHAK
4	PLAT OF SURVEY FOR LAKE WINOLA FORMERLY KNOWN AS CROOKED LAKE	1968	WITLAK & MATECHAK
5	PLAT OF SURVEY FOR LAKE WINOLA FORMERLY KNOWN AS CROOKED LAKE	1968	WITLAK & MATECHAK
6	PLAT OF SURVEY FOR LAKE WINOLA FORMERLY KNOWN AS CROOKED LAKE	1968	WITLAK & MATECHAK
7	PLAT OF SURVEY FOR LAKE WINOLA FORMERLY KNOWN AS CROOKED LAKE	1968	WITLAK & MATECHAK
8	PLAT OF SURVEY FOR LAKE WINOLA FORMERLY KNOWN AS CROOKED LAKE	1968	WITLAK & MATECHAK
9	PLAT OF SURVEY FOR LAKE WINOLA FORMERLY KNOWN AS CROOKED LAKE	1968	WITLAK & MATECHAK
10	PLAT OF SURVEY FOR LAKE WINOLA FORMERLY KNOWN AS CROOKED LAKE	1968	WITLAK & MATECHAK

12-454

LEGEND

- PAVEMENT
- CENTERLINE
- DIA.
- (F)
- FOUND
- WIRE FENCE



FREAR, DONALD A  
21-052.0-045-00-00-00  
335-534

FREAR, THEODORE  
21-052.0-046-00-00-00  
2016-2484

MICHALOWSKI, GUY SR  
21-052.0-126-00-00-00  
372-726

SMALSER, RALPH W  
21-052.0-047-00-00-00  
414-314

KERN, ROBERT E JR  
21-052.0-050-00-00-00  
240-278

SCHAPPERT, JAMES J  
21-053.5-039-00-0-00  
2010 W  
WYOMING COUNTY  
21-053.0-268-00-00-00  
2019-2278

ZIM, DONNA  
21-053.5-045-00-00-00  
2015-3266

BONIFANTI, MARTIN J  
21-053.5-047-00-00-00  
378-635

GATTO, FRANCIS  
21-053.5-050-00-00-00  
2012-2456

BRETZER, MICHAEL  
21-053.5-060-00-00-00  
2020-1090

DICKINSON, DENNIS W  
21-052.0-048-00-00-00  
2011-3743

SMALSER, RALPH W  
21-052.0-049-00-00-00  
148-501

STEVENS, ROBERT J  
21-053.5-067-00-00-00  
2018-2291

SOMERS, CHRISTOPHER R  
21-053.5-068-00-00-00  
2018-0158

NARDONE, JOSEPH J LLC  
21-053.5-076-00-00-00  
2018-1585

KERN, ROBERT E JR  
21-052.0-051-00-00-00  
309-49

DELEO, LOUIS  
21-053.5-062-00-00-00  
347-231

MALECKI, STANLEY A  
21-053.5-065-00-00-00  
201-177

CHIPPAK, JOHN L  
21-053.5-073-01-00-00  
503-811

DOBROINSKI, GEORGE  
21-053.5-077-00-00-00  
171-94

SMALSER, RALPH W  
21-053.5-061-00-00-00  
414-314

BLUHM, ELEANOR HEATHER  
21-053.5-056-00-00-00  
2010-6258

REMICK, JASON  
21-053.5-053-00-00-00  
2021-4000

1 inch = 200 feet  
MICHAEL  
21-052.0-03-00-00  
38

726 BUTTWOOD LN  
FACTORYVILLE

730 SR 307  
FACTORYVILLE

719 SR 307  
FACTORYVILLE

201 LOBBERS LN  
FACTORYVILLE

201 LOBBERS LN  
FACTORYVILLE

201 BLAIR  
FACTORYVILLE

201 BLAIR  
FACTORYVILLE

651 SR 307  
FACTORYVILLE

458 SR 307  
FACTORYVILLE

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21-052.0-047-00-00-00

V

SMALSER, RALPH W  
& DORIS

REC ID: CTL:00011061

SCHOOL: 4 Nbhhd: 2100

730 SR 307  
FACTORYVILLE PA 18419

Part Interest of

RESIDENTIAL INFORMATION:

GPS

Building Descript

Stories Group....

Jwelling Type....

Exterior Walls...

Neighborhood Type

Heating Dist.....

Heating Source...

Total/Bed Rooms..

Full/Half Baths..

Fireplace Count..

Central A/C.....

Basement.....%

Lot Type:

Terrain :

Sewer :

Water :

Road :

AgScrtly: Sdewlk:

Gasaval: SpView:

Historic: WtrFnt:

RailAvl: TreeCv:

Mobile Home Class:

Park: S

Size: X Addn:

Limiting Factors:

PROPERTY TYPE..... V ( 116 )

Year Built.....

Remodeled.....

Effective Age..... ( )

Condition (I vs E) ( )

QUALITY GRADE..... ( )

Perm Stair Attic..

Lat.: Long: -----

FINAL RESIDENTIAL VALUE... =

( % complete)

OUTBUILDING VALUE..... = 0

Other Residentials ( ) =

Other Commercial ( ) =

Adjustments..... =

TOTAL IMPROVEMENT VALUE... = 0

ASSESSED VALUE HISTORY

DATE	FM LAND	FM BLDG	FM TOTAL	-- ST	CG LAND	CG BIDG	CG TOTAL
04/25/2012	10200	0	10200				
04/24/2012	12250	0	12250				

Grantee (Buyer)

(Most Recent Purchase - Code: Instrument Date Price)

SMALSER, RALPH W. 414-314 10/05/2000 1

PROPERTY RECORD CARD: WYOMING COUNTY

Fair Market Clean & Green: NO

Land - 20400 L -

Bldg - 0 B -

Total - 20400 T -

Assessed - 10200 A -

Living A. SQFT

Open/LA..

Unfin Liv

Lower LA.

Fin Bsmt. 0

Unf Bsmt.

Gar Bsmt. 0

EPrch SQFT

Porch

Garag

Carpt

Deck.

Slab.

Obldg