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)

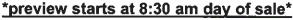
Taxes: \$317.71 County; \$799.68 School

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

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

<u>Contents:</u> Quilts, China, Furniture, Jewelry, Diamond Rings and much more! All Sale Day Announcements superseded any advertising.













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



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 730 State Route 307 in the City of Factoryville, County of Wyoming and State of
Pennsylvania, Instrument Number 21-052.0-849-00-00, 148-501, 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.

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 Saller, 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: 730 State Route 307, Factoryville, PA, County of Wyoming
- 13. Buyer agrees that Selfer 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 O.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:		
			uctioneer	
Witness:				(SEAL)
	_	-		(SEAL)
	_			(SEAL)
NOW 41:	4£		2022 1 4 1	
NOW this the above offer and agrees	day of nent.		2023, 1 do nere	by approve and accept
	\$elle	ers:		(SEAL)
				(SEAL)
				(SFAL)

SELLER'S PROPERTY DISCLOSURE STATEMENT

Property address: 711 SR 307
Seller: Doris Smalser Estate
Seller.
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?YesXNo
If "no," when did you last occupy the property?
Is the Property zoned for single family residential use? Yes NoX Unknown
(3) Roof.
(A) Date roof was installed:
Documented? Yes NoX_ Unknown
(B) Has the roof been replaced or repaired during your ownership?YesNo
If "yes," were the existing shingles removed?
YesNoUnknown
(C) Has the roof ever leaked during your ownership?YesNo
(D) Do you know of any problems with the roof, gutters or downspouts?YesNo

	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?		
	yesX no unknown		
	(B) Are you aware of any water leakage, accumulation or dampness within the basement, garage or crawl space?	Yes	XNo
	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 th	e repair or co	ntrol 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	χ _{No}
	(B) Are you aware of any damage to the property caused by termites/wood destroying insects, dry rot or pests?	Yes	
	(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	_ <u>X_</u> 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	_ <u>X_</u> No
	(B) Are you aware of any past or present movement, shifting, deterioration or other problems with walls, foundations or other structural components?	Yes	<u> </u>
	(C) Are you aware of any past or present problems with driveways, walkways, patios or retaining walls on the property?	Yes	X_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 X_No
	(E) Are you are aware of any problem with the use or operation of the windows? Yes X_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:
	(F) Has there ever been fire damage to the property?
	yesX no unknown
7)	Additions/remodeling.
	(A) Have you made any additions, structural changes or other alterations to the property? Yes X No
	If "Yes", please describe:
	(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:
	(B) If your drinking water source is not public:
	when was your water last tested?

what was the result of the test?		
yes no		
If "no," please explain:		
(C) Do you have a softener, filter or other purification system?	Yes	<u>X</u> 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:		
A Sewage Facilities Disclosure Rider should be attached to any Agreement of S (E) Is there a sewage pump? If "yes " is it in working order?	Yes	No
If "yes," is it in working order? (F) When was the septic system or cesspool last serviced?	Yes	No
(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 vnknown other		
If "other," please explain:		

(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:		
(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:		
(C) Type of heating: electric fuel oil		
natural gas other		
If "other," please explain:		
(D) List any areas of the house that are not heated:		
(E) Type of water heating: X electric gas solar other		
If "other," please explain:		
(F) If there are fireplaces in the Property, are they operational?	Yes	XNo
(G) Are you aware of any underground fuel tanks on the property?	Yes	<u> X</u> No
If yes, please describe:		
(H) Are you aware of any problems with any item in this section?	Yes	
If yes, please explain:		
(11)Electrical system.		
(A) Are you aware or any problems or repairs needed in the electrical system?	Yes	X_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	_ <u>X_</u> No
(B) Smoke detectors How many?		
Location:		
(C) Security alarm system		
owned leased		
Lease information:	<u> </u>	
(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 noX unknown		
If yes, please explain:		

(13)Land (soils, drainage and boundari	es).		
(A) Are you aware of any fill or exp	ansive soil on the property?	Yes	_ <u>X_</u> No
(B) Are you aware of any sliding, so subsidence or earth stability pro or that affect the property?		Yes	XNo
SUBSIDENCE DAMAGI MINE SUBSIDENCE [OUR PROPERTY MAY BE SUBJECT TO E. MAPS OF THE COUNTIES AND MINES DAMAGE MAY OCCUR AND MINE SUBSIANCE ARE AVAILABLE THROUGH:	SWHERE	
MINE S	NT OF ENVIRONMENTAL PROTECTION SUBSIDENCE INSURANCE FUND 3913 WASHINGTON ROAD MCMURRAY, PA 15317		
	724/941-7100		
(C) Are you aware of any existing of any other excavations that might		Yes	No
(D) To your knowledge, is this prop in a flood zone or wetlands are		Yes	XNo
(E) Do you know of any past or pre affecting the property or adjace		Yes	<u> </u>
(F) Do you know of any encroachm	nents, boundary line disputes or easements	s?Yes	<u> </u>
reasons. In many cases, the easement not be readily aware of them. Buyers may	ave easements running across them for a side of the properties of	perty, and the ments and res	seller may trictions by
(G) Are you aware of any shared or bridges, docks, walls, etc.) or m	r common areas (for example, driveways, naintenance agreements?	Yes	XNo
Explain any yes answers that you g	ive in this section:		
(H) Do you have an existing survey	of the Property?	Yes	<u> </u>
If yes, has the survey been made a	vailable to the Listing Real Estate Broker?	Yes	No
(I) Does the Property abut a public	road?	XYes	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 the property (structure or soil), including, but not limited to, asbestos, polychlorinated biphenyls (PCBs), radon, lead paint, urea-formaldehyde foam insulation (UFFI), etc.?	on Yes	_ <u>*</u> *_No
(B) To your knowledge, has the property been tested for any hazardous substances?	Yes	_ <u>X_</u> No
(C) Do you know of any other environmental concerns that might impact upon the property?	Yes	
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?		
(2) Is Seller aware of the presence of any lead-based paint hazards In the Property?	Yes	_X_No
NOTE: If the house was built prior to 1978, Seller and Seller's Agent must disclose information which they have, furnish a Lead Hazard Information Pamphlet to any padvise Buyer of his rights under the Act.	any lead-b prospective	ased paint Buyer and
15)Condominiums and other homeowners associations (complete only if applicable).	
(A) Type:		
condominiumcooperative		
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 RESALES OF UNITS) AND 68 PA.C.S. § 4409 (RELATING TO RESALES 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?
yesXnounknown
(C) Do you know of any condition or claim which may result in an increase in assessments or fees?
yesX 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 χ no
(B) Do you know of any violations of Federal, State or local laws or regulations relating to this property? yesX 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 <u>X</u> 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?
yesX_ 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 <u>X</u> no
(F) Are you aware of any material defects to the property, dwelling or fixtures which are not disclosed elsewhere on this form?
yes <u>X</u> 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:

it may materially and substantially affect the val	eel you should disclose to the prospective Buyer because lue or desirability of the Property, e.g., zoning violations, al improvements, pending tax assessment appeals, etc.?
yesno	_ unknown
If your answers in this section are "Yes", explain	n in detail:
disclosure statement is accurate ar knowledge. The seller hereby author this information to prospective buyers agents. The seller alone is responsi contained in this statement. The selle writing of any information supplied or by a change in the condition of the pform.	that the information set forth in this and complete to the best of the seller's rizes any agent for the seller to provide s of the property and to other real estate able for the accuracy of the information er shall cause the buyer to be notified in this form which is rendered inaccurate property following the completion of this
SELLER Sandy Zaporlaki, Ed.	DATE <u>5/1/20</u> 22
SELLER	DATE
SELLER	DATE

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

complete this disclosure statement.	erty and lacks the personal knowledge necessary to
Name and Capacity/Title of person Signing plus include documentation	<u>5</u> 22
CORPORA	TE LISTING
The Undersigned has never occupied the prop Statement was obtained from Third Party sources a condition of the Property.	erty. Any information contained in this Disclosure nd Buyer should satisfy himself or herself as to the
Name and Capacity/Title of person signing, plus include documentation	Date
RECEIPT AND ACKNOW	/LEDGMENT BY BUYER
The undersigned buyer acknowledges. The buyer acknowledges that this state stated otherwise in the sales contract in its present condition. It is the buyer herself as to the condition of the proporty be inspected, at the buyer's extraction of the structure.	ement is not a warranty and that, unless the buyer is purchasing this property er's responsibility to satisfy himself or perty. The buyer may request that the expense and by qualified professionals,
BUYER	DATE
BUYER	DATE
Delivery of disclosure form (a) Method of deliveryThe seller's delivery of prescribed by this act shall be by personal delivery; or facsimile transmission to the buyer or the buyer's age	

(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,

Alade the

26th day of Sept strumethous hand (2000)

in the year of our

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.

RUTTERSON

Now Eigs Indenture Witnessettl. That the said Ralph W. Smalser, Executor of the Estate of Beatrice S. Smalser, deceased

at and before the enscaling 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:

BEGINNING at a corner in the center of State Road No. 0307, said corner being a corner of Louis DeLeo and Cynthia Eyet-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 fiftynine (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 thirtyfour (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 I. 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 eightynine (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 Eyet-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 twentynine (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 twentynine (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 sald 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 eightyseven 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 at Page 485

.. continued on attached page...

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.

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 Ralph W. Smalser, Executor of the Estate of Beatrice S. Smalser, deceased said

not done, committed, or knowingly or willingly suffered to be done, comhu s mitted any act, matter or thing whatsover, 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 housnever.

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

ESTATE OF BEATRICE S. SMALSER

BY: Ralphu. Smalser

in the presence of	RALPH W. SMALSER, EXECUTOR
	S
	S
	Si
Commonwealth of Pennsylbania	
County of Hyoming) #5.
On this, the a notary publication of Rail ph W. Smalser, Exec	lay of September A.D. 2000, before me ic the undersigned officer, personally sutor of the Estate of Beatrice S. Smalser,

known to me, (or satisfactority with the person described in the foregoing instrument, and acknowledged known to me, (or satisfactority Hill the secouted the same in the capacity therein stated and for the purposes therein contained.

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

deceased

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

Signed, Sealed and Belivered

Commonwealth of Pennsylbania County of Recorded on this day of A. D. 19 , in the Recorder's Office of the said County in Deed Book Page Volume Given under my hand and the seal of the said Office, the date above written. I Hersby Certify, that the precise residence of the Grantee RR #1 Box 1434 Factoryville PA 18419 2 to PN '00 Cunrdians, Erunters or Axerutore Entered for record in the Recenter's Office of County the 1113 Perm No. 25 Lagal float printery, Locorvilla, Pa. RALPH W. SMALSER ET UX, 26.50 Consideration-\$ Recorded .. Dated

BKULLL PGD3 1 9

REVIVES DE NAME



COMMONWEATH OF PENNSYLVANIA DEPARTMENT OF REVENUE BUREAU OF INDIVIDUAL VAXES DEFT. 200603 HARRISEURG, PA 17128-0603

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

_	RECORDER'S USE ONLY	
oto Year Pold	0	
oli Number	414	
iga Number	314	
se Recorded	10/5/10	•

Complete each section and file in duplicate with Recorder of Deads 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 rax exemption is dained. 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). CORRESPONDENT - All inquiries may be directed to the following person: Judd B. Fitze Area Code (570) 836-3185 Street Address Zio Code 7 Marion Street Tunkhannock PA
| Date of Acceptance of Document 18657 TRANSFER DATA Gronior(s)/Lessor(s) Ralph W. Smalser, Executor of Grantos (s)/Losses (s) the Beatrice S. Smalser Estate Ralph W. Smalser and Doris Smalser, his wife RR#1 Box 1434 RR#1 Box 1434 Factoryville PA 18419 Factoryville 18419 PROPERTY LOCATION ity, Township, Borough Route 307 Overfield Township 21-053.5-061 Wyoming Tunkhannock Area 21-053.0-047 VALUATION DATA Other Consideration 4. County Assessed Value 32,350 12,250 109,666.50 = 41,527.50 3.39 **EXEMPTION DATA** Ib, Percentage of Interest Conveyed 2. Check Appropriate Bex Below for Exemption Claimed Will or intestate succession ____ Beatrice Smaller 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, declarion, condemnation or in lieu of condemnation. (If condemnation or in lieu of candemnation, 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 occumpanying information, and to the best of my knowledge and belief, it is true, correct and apmplete.

Signature of Correspondent of Sementials Party prace 10 10-5-00

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

Commonwealth of Pennsylvania, County of Wyoming, 28.

On this, the thirteenth day of Oot doer A.D. 1960, before me a Justice of the Peace, the undersigned officer, personally appeared Helen ___ Hurding and Lawrence Marding, 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 get my hand and official seal.

(J. P. Seal)

Edward A. Hincholiffe, 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 Dot doer 15, 1980 at 11:39 a.m.

Richard E. Hofferan, Recorder.

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

CARL M. TRAUGER, et. ux.)(
-TO-)(
RALPR W. SMALSER, JR., et. ux.)(

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

Between Cerl M. Traugerand 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 grant are 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; theme south eight (8) degrees thirty (30) minutes west 50 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 bt #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 scross said private roads.

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

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

Signed, Sealed and Delivered

✓ CARL M. TRAUGER

(SEAL)

in the presence of / MABEL TRAUGER (SEAL)
John B. Parr (\$1.10 U.S.IN.REV. cancelled) (\$6.59 Pa.State Tax cancelled)

502

Commonwealth of Pennsylvania, County of Wyoming, ss.

On this, the 15th day of October A.D. 1980, 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.

Tunkhannook, Wyoming Co., Pa.

My commission expires Feb. 17, 1983

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. Rio hard E. Hefferan, Recorder.

STEPHEN KARRNAK, et. ux.)(

-TO-)

LAWRENCE W. TIPPANY, et.ux.

This Deed, made the 17th day of October in the year of our Lord one thougand 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, gituate 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 (26%) degrees west two hundred fifty (250) feet; thence north sixty-seven and one-half (67%) degrees east one hundred (100) feet; thence south twenty-five and one-half (25%) degrees east two hundred fifty (250) feet; thence south sixty-seven and one-half (67%) 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 Karbnak et ux by Fanny J. Blakeslee, single, by deed dated August 21, 1959 and recorded in Wyoming County Deed Book Yolume 145 at page 310.

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

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

Signed, Seales and Delivered

J STEPHEN KARHNAK

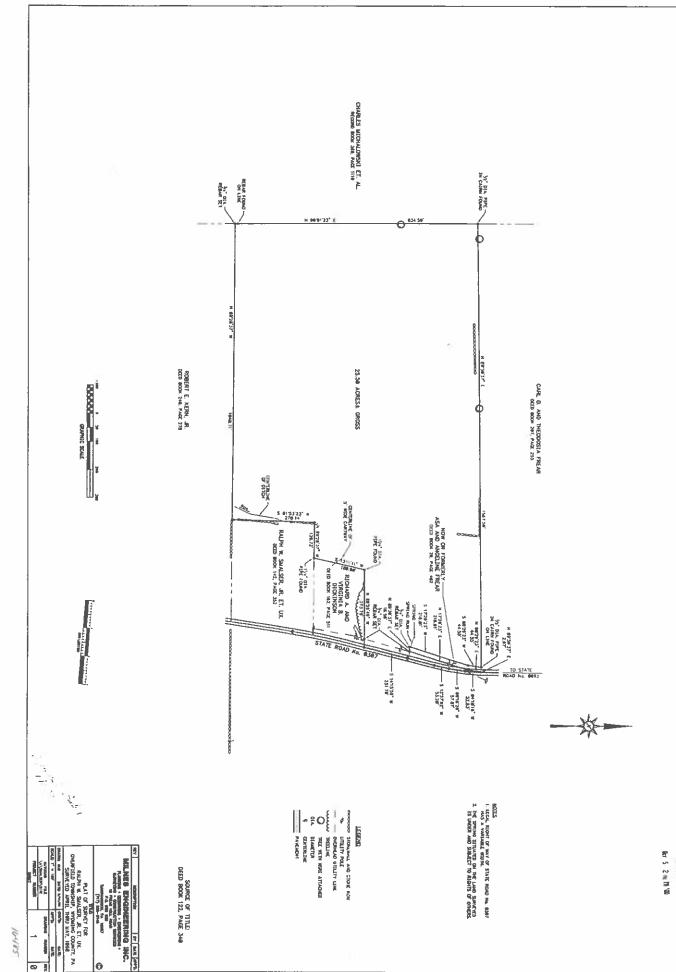
(SEAL)

in the presence of

4 BELEN KARENAK

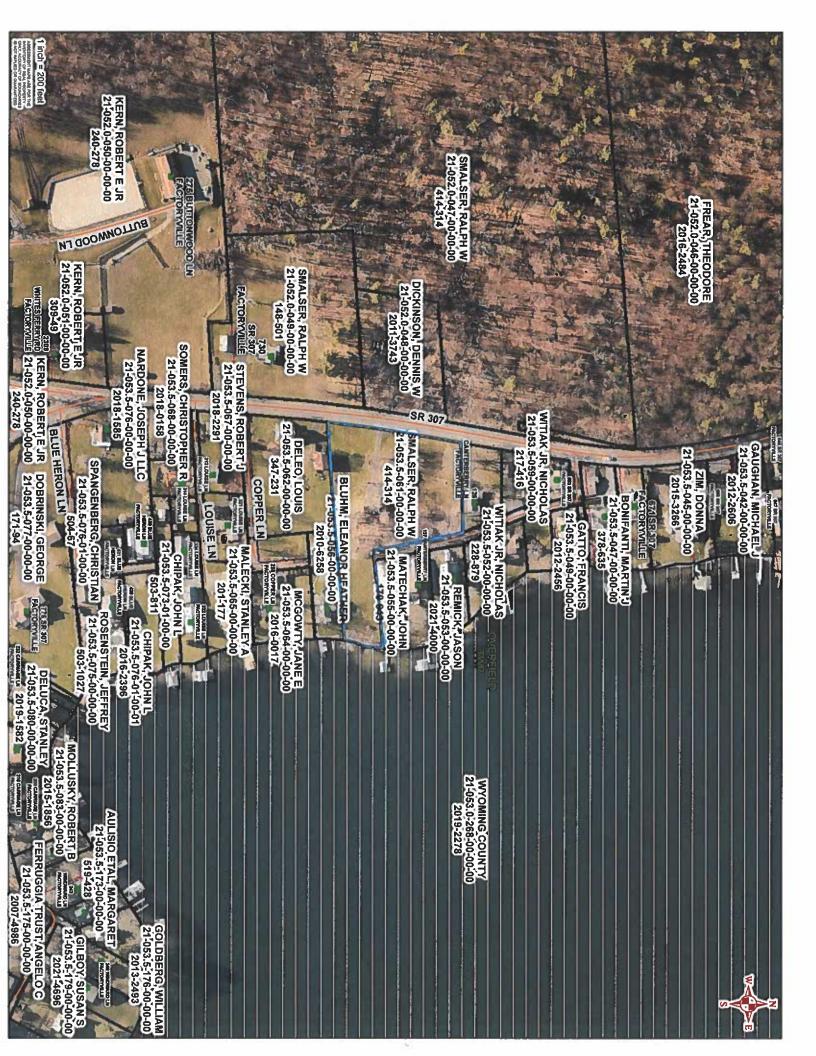
(SEAL)

Roy A. Gardner (\$5.50 U.S.IM .REv.cancelled)(\$50.00 Pa.State Tax cancelled)



Manual Committee

15. 454



Grantee (Buyer) (Most Recent Purchase - Code: SMALSER, RALPH W.	DATE FM LAND FM BLDG FI 04/25/2012 18200 18400 04/24/2012 13950 18400	S Addn:	GasAval: SpView: ACHISTRIC: WtrFnt: ACHISTRIC	sdewlk:	Half Baths. 1 / 0 lace Count. 0 al A/C NO ent 100 % ype:	Descript roup 1 Type DETACH walls ood Type ist NONE ource Oil Rooms 6 / 0	21-053.5-061-00-00-00 R SPEC ID: CTL:00011900 TIEBACK: School: 4 Nbhd: 2100 Part Interest of RESIDENTIAL:
Instrument Date Price Multiple:) 414-314 10/05/2000 1	SED VALUE HISTORY FM TOTAL ST CG LAND CG BLDG CG TOTAL 36600 32350		Adjustments = -30	Other Residentials () = Other Commercials () =	FINAL RESIDENTIAL VALUE = 30237 (% complete) OUTBUILDING VALUE = 6590	/PE R (101) Long 1954 1954 (1) // VS E) AV (B) // Attic NONE	SMALSER, RALPH W & DORIS C/O SANDY ZAPOLSKI 133 STOCKHOLM RD MONTROSE PA 18801 INFORMATION:
***************************************	10	16 16 34	10	1/18		SQ iving A. 12 pen/LA nfin Liv ower LA. in Bsmt. nf Bsmt. 12 ar Bsmt.	PROPERTY RECORD CAR Fair Market Land - 36400 Bldg - 36800 Total - 73200 Assessed - 36600
4 / S 4 / S 4 / S		34 10	13/p-†	36		iÕ.	CARD: WYOMING COUNTY Clean & Green: NO L - B - T - A -

BASEACRE Open 1 Open 2 Wooded (DEEDED 2. C&G Enrolled?	Lot SqFt Baseacre Open 1 Open 2 Wooded DEEDED	LOT SIZE: Frontage: FF?: Type:		I D# 001 GA	# 1 2 TYPE:R -Re LOC: 711 S Des: H-G
AGRICULTU BASERA BACTES 32	FAIR MARKET LAND VALUE ACRES BASERATE INDX SLOPE 101059 15677 36371 A 2.32 FAIR MARKET	actual frontage 288 Depth: 275 85 168		TYPE DESC. SIZE GARAGE FRAME x	21-053.5-061-00-00-00 -Residential (Under 10 A 1 SR 307
RAL USE LAND VALUE (TE PRODUCTIVITY \$/ACRE Ineligible) Adjustments CLEAN AND GREEN LAND TOTAL Ag Sec Area: Avg Slo	NDX SLOPE PROD \$/ACRE 1567 Adjustments FAIR MARKET LAND TOTAL	Total	TOTAL OU	STY SQFT x 1 = 896	Cres) SMALSER, R Cres) & DORIS C/O SANDY 133 STOCKH
ACRE VALUE	36371 0 0 0 0 0 0 0 0 0		OUTBUILDING VALUE:	COND PRICE FACTOR 10.00 .735	RALPH W ZAPOLSKI HOLM RD PA 18801
			n un 90000000000000000000000000000000000	VALUE 6586 0 0	
		General Remarks: PAGE BLANK	======================================	in: Plan Entered	PROPERTY RECORD CARD: WYOMING COUNTY (Page 2) As Of 03/14/2022 13:22:06 Neighborhood: 2100 - OVERFIELD TOWNSHIP Zoning: - Township: 21 - OVERFIELD TOWNSHIP