

PEACHEY REAL ESTATE AUCTION TERMS:

1. \$30,000.00 IS DUE TODAY FROM THE SUCCESSFUL BIDDER
2. BALANCE OF THE PURCHASE PRICE IS DUE AT SETTLEMENT WHICH WILL OCCUR ON OR BEFORE OCTOBER 27, 2026.
3. POSSESSION WILL BE DELIVERED AT THE TIME OF SETTLEMENT
4. PROPERTY TAXES WILL BE PRORATED AS OF SETTLEMENT
5. REALTY TRANSFER TAXES WILL BE PAID IN FULL BY BUYER
6. TITLE WILL BE FREE AND CLEAR OF LIENS, GOOD AND MARKETABLE, AND DELIVERED BY SPECIAL WARRANTY DEED
7. NO WARRANTIES ARE GIVEN EXCEPT AS TO TITLE
8. PROPERTY IS SOLD AS IS
9. PROPERTY IS SOLD SUBJECT TO NO CONTINGENCIES; BUYER PAYS ALL BUYER FINANCING OR OTHER COSTS AND FEES. IN THE EVENT THE BUYER BREACHES THE CONTRACT, THE SELLER HAS THE RIGHT TO RETAIN THE DOWN PAYMENT OR SEEK OTHER LEGAL REMEDIES
10. SELLER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS

AGREEMENT OF SALE

THIS AGREEMENT OF SALE IS MADE this ____ day of August, two thousand and twenty-six (2026),

BETWEEN NATHANIEL J. PEACHEY, of 151 Campbell Road, Newport, Pennsylvania, 17074, Seller(s), or Party of the First Part

AND

Buyer (Buyers) or Party of the Second Part

WITNESSETH: that the said Party of the First Part, in consideration of the covenants and agreements hereinafter contained, on the part of the said Party of the Second Part to be kept and performed, has agreed, and does hereby agree to sell and convey unto the said Party of the Second Part, his/her/their heirs and assigns,

All that certain piece, parcel or tract of land, situate in Union Township, in the County of Mifflin, and State of Pennsylvania, being more particularly described on that deed conveyed to Nathaniel J. Peachey by deed of DeeAnn W. Daniels, a/k/a Deann W. Daniels, dated April 15, 2024, and recorded April 19, 2024, as Mifflin County Recorder of Deed Instrument #2024-001503, attached as Exhibit "A.

for the sum of _____

DOLLARS AND NO/100 (\$ _____) to be paid as follows:

The sum of THIRTY THOUSAND and NO/100 (\$30,000.00) shall be paid at the time of the signing of this Agreement as a down payment in cash or PA check (which sum may be retained by the Party of the First Part, at its option, as liquidated damages, in the case of default of the said Party of the Second Part in the performance of the terms of this Agreement), the receipt of which is hereby acknowledged, and the remaining sum shall be paid at settlement.

The balance shall be paid at settlement in the form of certified funds. Settlement shall be on or before October 27, 2026.

Time is of the essence of this Agreement.

The said Party of the First Part will assume risk of loss pending settlement.

This purchase and transaction is not contingent upon financing or any other matter other than any Seller obligation as to title set forth herein; Buyer understands that a failure to complete settlement will result in a forfeiture of the down payment and other possible damages and liabilities. The down payment may also be forfeited, and additional damages may be due, if Buyer fails to perform as required herein or otherwise is in breach of the within agreement.

And upon the payment of the said sum, the said Party of the First Part will, at the Allen E. Hench Law Office, P.C or any place agreeable to both parties, make, execute and deliver to the said Party of the Second Part, a Deed for the conveying of the said premises in fee simple, free from all liens, such conveyance to contain the covenant of Special Warranty,

EXCEPT, HOWEVER, the property is, and shall be, under and subject to the following:

Existing ordinances,
Existing easements of roads or other easements of record or visible, or known,
Existing privileges or rights of public services companies, if any.
Easements, restrictions, conditions, surveys, plans, notes, matters, or other items of record,
or visible, or which a competent survey would disclose.
Otherwise, the title to the herein described land shall be good and marketable or such as
will be insured by any reputable title insurance company.

UNDER AND SUBJECT TO the same rights, privileges, agreements, rights-of-way, easements, conditions, exceptions, restrictions, and reservations as exist by virtue of prior recorded instruments, plans, Deeds of conveyances, or visible on ground.

And the said Party of the Second Part agrees with the said Party of the First Part, to purchase the said premises and to pay therefore the sum of:

_____ DOLLARS AND NO/100

(\$ _____), in the manner and at the times hereinbefore provided.

AND IT IS FURTHER AGREED, by and between the said parties, that possession of said premises shall be delivered to the Party of the Second Part, their heirs, or assigns, on the day of settlement until which time the Party of the First Part shall be entitled to have and receive the rents, issues and profits thereof.

The Party of the First Part agrees to transfer and convey to the said Party of the Second Part all those certain pieces, parcels or tracts of land situate in Union Township, in the County of Mifflin, and State of Pennsylvania, being more particularly described as set forth on Exhibit "A".

The state realty transfer taxes and the local realty transfer taxes will be paid in full by Party of the Second Part.

The annual property taxes and any municipal charges shall be prorated as of the date of settlement.

Party of the First Part shall pay for the preparation of the deed and a settlement fee and any auctioneer commissions.

Party of the Second Part shall pay for any title search, bank fees, bank document preparation costs, all recording costs, and any and all financial fees or charges whatever. Party of the First Part shall not pay any cost of the buyer(s) for any type of financing including VA or FHA financing, or any changes, improvements, or other matters required by VA or FHA or lender.

This property is not serviced by a public sewage system and is not serviced by a public water system.

Buyer is advised that access to a public road may require issuance of a highway occupancy permit from the Department of Transportation of the Commonwealth of Pennsylvania or the appropriate municipality.

No personal property or other items except the real estate hereinbefore described is (are) included in this transaction except as follows: NONE

The property is sold "as is" and no warranties of any kind are made other than the special warranty of title, as previously mentioned.

This agreement shall not be recorded.

Formal tender of the deed is hereby waived.

The parties hereto intend to be legally bound hereby and further intend that this Agreement shall be binding upon their heirs, executors, administrators, successors and assigns of the parties hereto, and that the said Agreement shall not be assignable by any party hereto without the written consent of the other party.

All prior written or oral representations, promises, agreements are merged herein and void and of no effect if not set forth in the within.

THIS AGREEMENT CONTAINS THE WHOLE AGREEMENT BETWEEN THE SELLER AND BUYER. THERE ARE NO OTHER TERMS, OBLIGATIONS, COVENANTS, REPRESENTATIONS, STATEMENTS OR CONDITIONS, ORAL OR OTHERWISE, OF ANY KIND WHATSOEVER CONCERNING THIS EXCEPT AS CONTAINED HEREIN.

This is a contract under seal and may be enforced under 42 PA.C.S. Section 5529(B).

IN WITNESS WHEREOF, the said parties to this agreement have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____ BY: _____ (SEAL)
NATHANIEL J. PEACHEY

_____ (SEAL)

_____ (SEAL)

SELLER'S PROPERTY DISCLOSURE STATEMENT

PROPERTY ADDRESS: 275 Standing Stone Trail, Belleville, PA, 17004

SELLER(S): Nathaniel J. Peachey

A SELLER MUST DISCLOSE TO A BUYER ALL KNOWN MATERIAL DEFECTS ABOUT A PROPERTY BEING SOLD INCLUDING THOSE THAT ARE NOT READILY OBSERVABLE. THIS DISCLOSURE STATEMENT IS DESIGNED TO ASSIST SELLER IN COMPLYING WITH DISCLOSURE REQUIREMENTS AND TO ASSIST BUYER IN EVALUATING THE PROPERTY BEING CONSIDERED.

This statement discloses Seller's knowledge of the condition of the property as of the date signed by Seller and **is not a substitute for any inspections or warranties that Buyer may wish to obtain.** This Statement is not a warranty of any kind by SELLER or a warranty of representation by any listing real estate broker, any selling real estate broker, or their licensees. 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 Seller of the obligation to disclose a material defect that may not be addressed on this form.

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** 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, Seller, currently occupy this property? ☐ Yes ☐ No
If "no", when did you last occupy the property? _____
- (b) Have there been any pets living in the house or other structures during your ownership? ☐ Yes ☐ No
If "yes", describe: _____

3. **ROOF**

- (a) Date roof installed: _____ Documented? ☐ Yes ☐ No ☐ Unknown
- (b) Has the roof been replaced or repaired during your ownership? ☐ Yes ☐ No
- (c) If "yes", were the existing shingles removed? ☐ Yes ☐ No ☐ Unknown
- (d) Has the roof ever leaked during your ownership? ☐ Yes ☐ No
- (e) Do you know of any problems with the roof gutters? ☐ Yes ☐ No
Explain any "yes" answers that you gave in the section: _____

4. **BASEMENTS AND CRAWL SPACES:**

- (a) Does the property have a sump pump? ☐ Yes ☐ No ☐ Unknown

(b) Are you aware of any water leakage, accumulation or dampness within the basement or crawl spaces? ☐ 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 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, DRYROT, 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 pest control company? ☐ Yes ☐ No
- (d) Are you aware of any past termite/pest control reports or treatments for the property in the last five years? ☐ Yes ☐ No Explain any "Yes" answers you gave in this section, including the name of any service/treatment provider, if applicable: _____

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) Is your property constructed with an Exterior Insulating Finishing System (EIFS), such as drivit or synthetic stucco? ☐ Yes ☐ No ☐ Unknown
If "yes", describe any known Problems: _____
- (e) Are there any defects in flooring, including stains? ☐ Yes ☐ No ☐ Unknown
If "yes" explain: _____
Explain any "yes" answers that you gave in this section. When explaining reports 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: _____

7. **ADDITIONS/REMODELS:** Have you made any additions, structural changes, or other alterations to the property? ☐ Yes ☐ No
If "yes", describe: _____

8. **WATER AND SEWAGE:**

- (a) What is the source of your drinking water? ☐ Public ☐ On-Site Water (Well on Property)
☐ Community Water ☐ None ☐ Other
(explain): _____

(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", explain:

(c) Do you have a softener, filter or other purification system? ___ Yes ___ No

If "yes", is the system: ___ Leased ___ Owned

(d) What is the type of sewage system? ___ Public Sewer ___ Individual On-lot Sewage Disposal System ___ Ten-acre Permit Exemption ___ Holding Tank ___ None ___ None Available/Permit Limitations in Effect

If Individual On-lot, what type? ___ Cesspool ___ Drainfield ___ Unknown ___ Other (specify): _____

Is there a septic tank on the Property? ___ Yes ___ No ___ Unknown

If "yes", what is the type of tank? ___ Metal/steel ___ Cement/concrete ___ Fiberglass ___ Unknown ___ Other

(specify): _____

Other type of sewage system (explain): _____

(e) When was the on-site sewage system last serviced?

(f) Is there a sewage pump? ___ Yes ___ No

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

(g) Is either the water or sewage system shared? ___ Yes ___ No

If "yes", 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", explain: _____

9. PLUMBING SYSTEM

(a) Type of plumbing: ___ Copper ___ Galvanized ___ Lead ___ PVC ___ Unknown

(b) Are you aware of any problems with any of your plumbing fixtures (e.g., including but not limited to: Kitchen, laundry or bathroom fixtures, 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 _____ (#Units).

(b) List any living areas of house that are not air-conditioned: _____

(c) Type of heating: ___ Electric ___ Fuel Oil ___ Natural Gas ___ Propane (On-site)

Are there wood or coal burning stoves? ___ Yes ___ No If "yes", how many? ___ Are they working? ___ Yes ___ No Are there any fireplaces? ___ Yes ___ No If "yes", how many? ___ Are they working? ___ Yes ___ No Other types of heating systems (explain): _____

(d) Are there any chimneys? ___ Yes ___ No If "yes", how many? ___ Are they working? ___ Yes ___ No

When _____ were _____ they _____ last
cleaned? _____.

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

(f) Type of water heating: ☐ Electric ☐ Gas ☐ Solar ☐ Other: _____

(g) Are you aware of any underground fuel tanks on the property? ☐ Yes ☐ No If "yes",
describe: _____

If tanks are not owned, explain: _____.

(h) Are you aware of any problems with any item in this section? ☐ Yes ☐ No. If "yes",
explain: _____

11. ELECTRICAL SYSTEM

Are you aware of any problems or repairs needed in the electrical system? ☐ Yes
☐ No
If _____ "yes",
explain: _____

12. OTHER EQUIPMENT AND APPLIANCES INCLUDED IN SALE (Complete only if applicable)

Equipment and appliances ultimately included in the sale will be determined by negotiation and
according to the terms of the Agreement of Sale.

(a) ☐ Electric Garage Door Opener No. of Transmitters _____

(b) ☐ Smoke Detectors _____ How many? _____
Location _____

(c) ☐ Security Alarm System ☐ Owned ☐ Leased ☐ Lease
Information _____

(d) ☐ Lawn Sprinkler No. _____ Automatic Timer _____

(e) ☐ Swimming Pool ☐ Pool Heater ☐ Spa/HotTub Pool/Spa Equipment
(list): _____

(f) ☐ Refrigerator ☐ Range ☐ Microwave Oven ☐ Dishwasher ☐ Trash Compactor ☐ Garbage
Disposal

(g) ☐ Washer ☐ Dryer

(h) ☐ Intercom

(i) ☐ Ceiling fans _____ No. _____
Location _____

(j) Other: _____

Are any items in this section in need of repair or replacement? ☐ Yes ☐ No ☐ Unknown
If _____ "yes",
Explain: _____

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 affect the property? ☐ Yes ☐ No
Note to Buyer: The property may be subject to mine subsidence damage. Map of the counties and areas 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.
- (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 floodzone or wetland area?
☐ Yes ☐ No
- (e) Do you know of any past or present flooding problems affecting the property? ☐ Yes ☐ No
- (f) Do you know of any encroachments, borders or 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 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 common areas (e.g. driveways, bridges, docks, walls, etc.) or maintenance agreements? ☐ Yes ☐ No Explain any "yes" answers you gave in this section: _____

14. HAZARDOUS SUBSTANCES

- (a) Are you aware of any underground tanks (other than fuel tanks) or hazardous substances present on the property (structure or soil) such as, but not limited to asbestos, polychlorinated biphenyls (PCBs), 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" answer that you gave in this section: _____

- (d) Do you know of any tests for radon gas that have been performed in any buildings on the property? ☐ Yes ☐ No If "yes", list date, type and results of all tests below:

DATE	TYPE OF TEST	RESULTS (picocuries/liter or working levels)	NAME OF TESTING SERVICE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- (e) Are you aware of any radon removal system on the property? ☐ Yes ☐ No
If "yes", list date installed and type of system, and whether it is in working order below:

DATE	TYPE OF SYSTEM	PROVIDER	WORKING ORDER	
_____	_____	_____	☐ YES	☐ NO
_____	_____	_____	☐ YES	☐ NO
_____	_____	_____	☐ YES	☐ NO

- (f) If property was constructed, or if construction began before 1978, you must disclose any knowledge of lead-based paint on the property. Are you aware of any lead-based paint or lead-based paint hazards on the property? ☐ Yes ☐ No If "yes", explain how you know

of it, where it is, and the condition of those lead-based paint surfaces: _____

(g) If property was constructed, or if construction began, before 1978, you must disclose any reports or records of lead-based paint or lead-based paint hazards on the property. Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the property? _____ Yes _____ No If "yes", list all available reports and records: _____

15. **CONDOMINIUMS AND OTHER HOMEOWNERS ASSOCIATIONS** (Complete only if applicable)

(a) Type: _____ Condominium _____ Cooperative _____ Homeowners Association or Planned Community
Other _____

Notice regarding Condominium, Cooperatives, and Planned Communities: According to Section 3407 of the Pennsylvania Uniform Condominium Act [68 Pa.C.S. §3407 (relating to resale of units) and 68 Pa.C.S. §4409 (relating to resale of cooperative interests)] and Section 5407 of the Uniform Planned Community Act [68 Pa.C.S. §5407 (relating to resale of units)], a buyer of a resale unit in a condominium, cooperative, or planned community must receive a copy of the declaration (other than the plats and plans), the by-laws, the rules or regulations, and a certificate of resale issued by the association in the condominium, cooperative, or planned community. The Buyer will have the option of canceling the agreement with the return of all deposit monies until the certificate has been provided to the buyer and for five days thereafter or until conveyance, whichever occurs first.

16. **MISCELLANEOUS:**

- (a) Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the property? _____ Yes _____ No
- (b) Are you aware of any existing or threatened legal action affecting the property? _____ Yes _____ No
- (c) Do you know of any violations of local, state or federal laws or regulations relating to this property? _____ Yes _____ No
- (d) Are you aware of any public improvement, condominium or homeowner association assessments against the property that remain unpaid or any violations of zoning, housing, building, safety or fire ordinances or violations of deed covenants that remain uncorrected? _____ Yes _____ No
- (e) Are you aware of any judgment, encumbrance, lien (For example, co-maker or equity loan) or other debt against this property that cannot be satisfied by the proceeds of this sale? _____ Yes _____ No
- (f) Are you aware of any reason, including a defect in title, that would prevent you from giving a special warranty deed or conveying title to the property? _____ Yes _____ No
- (g) Are you aware of any other material defect? _____ Yes _____ No
- Explain any "yes" answers that you give in this section: _____

THE UNDERSIGNED SELLER REPRESENTS THAT THE INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT IS ACCURATE AND COMPLETE TO THE BEST OF SELLER'S KNOWLEDGE. SELLER HEREBY AUTHORIZES THE AGENT FOR SELLER TO PROVIDE THIS INFORMATION TO PROSPECTIVE BUYERS OF THE PROPERTY AND TO OTHER REAL ESTATE AGENTS. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS STATEMENT. SELLER SHALL CAUSE 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 COMPLETION OF THIS FORM.

WITNESS: _____

SELLER: _____

DATE: _____

NATHANIEL J. PEACHEY

RECEIPT AND ACKNOWLEDGMENT OF BUYER

BUYER acknowledges receipt of this Disclosure Statement. BUYER acknowledges this Statement is not a warranty and unless stated otherwise in the Agreement of Sale, BUYER is purchasing this property in its present condition. It is BUYER'S responsibility to satisfy himself or herself as to the condition of the property. BUYER may request that the property be inspected, at BUYER'S expense and by qualified professionals, to determine the condition of the structure or its components.

WITNESS: _____

BUYER: _____

DATE: _____

WITNESS: _____

BUYER: _____

DATE: _____