

04-1882-CD
PAUL W. MEREDITH, et al. vs. FRED E. GRINNEN, III, et al.

Pff
vs

04-1882 CD

Anthony S. Guido

Fred E & Vivian Grinnon
1269 Mount Vernon Drive
Daytona Beach, FL 32119

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

PAUL W. MEREDITH and
MARY M. MEREDITH,
Plaintiffs

vs.

FRED E. GRINNEN, III and
VIVIAN A. GRINNEN,
Defendants

CIVIL ACTION - AT LAW

No. 04-1882-CD

Type of Pleading:

COMPLAINT

Filed on Behalf of:

Plaintiffs

Counsel of Record for This
Party:

Anthony S. Guido, Esq.
Supreme Court No. 05877
Hanak, Guido and Taladay
498 Jeffers Street
P. O. Box 487
DuBois, PA 15801

814-371-7768

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2cc Atty
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - AT LAW

PAUL W. MEREDITH and
MARY M. MEREDITH,
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vs.

No.

FRED E. GRINNEN, III and
VIVIAN A. GRINNEN,
Defendants

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator
Clearfield County Courthouse
231 E. Market Street
Clearfield, PA 16830

(814) 765-2641 Ext. 1303

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
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VIVIAN A. GRINNEN,
Defendants

COMPLAINT

AND NOW, comes the Plaintiffs, Paul W. Meredith and Mary M. Meredith, by their attorney, Anthony S. Guido, and hereby bring the within Complaint, averring as follows:

1. Plaintiffs, Paul W. Meredith and Mary M. Meredith, are husband and wife, individuals who reside at 615 Walnut Avenue, DuBois, Clearfield County, Pennsylvania 15801.

2. Defendants, Fred E. Grinnen, III and Vivian A. Grinnen, are husband and wife, individuals who reside at 1269 Mount Vernon Drive, Daytona Beach, Florida 32119.

3. By Deed dated March 22, 1979, the Defendants, Fred E. Grinnen, III and Vivian A. Grinnen, acquired a residential property from Delores J. Smouse, et al., which Deed is recorded in the Office of Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book No. 779, Page 224.

4. By Agreement dated December 16, 2003, the Defendants agreed to sell and the Plaintiffs agreed to purchase said

residential property for the sum of \$130,950.00. A copy of said Agreement of Sale is attached hereto and marked Exhibit "A".

5. Pursuant to said sale, Defendants executed and delivered to the Plaintiffs a Seller's Property Disclosure Statement pursuant to Residential Real Estate Transfers Law, 68 Pa.C.S.A. §7102. A copy of said Disclosure Statement is attached hereto and marked Exhibit "B".

6. The aforementioned real estate transaction was closed on or about February 27, 2004.

7. After assuming possession of said residential property, Plaintiffs discovered the following defects:

(a) The Main Bathroom, First Floor: The walls of bathroom leaked and it was impossible to use the shower due to the fact that the walls were not waterproof and leaked. When the Plaintiffs investigated the matter, they found that the subflooring and the walls were completely rotted and had to be replaced.

(b) Leaks and Flooring in the Basement: On at least three occasions since assuming possession of the residential property, the Plaintiffs have experienced a significant amount of water leaking into the basement.

(c) Defective Window - Bathroom: Needed to be replaced, would not remain open.

8. None of the aforementioned defects or deficiencies were disclosed on the Defendants' Property Disclosure Statement, Exhibit "B".

9. At the time the Defendants executed the Property Disclosure Statement, Exhibit "B", the Defendants knew or should have known about said defects and failed to disclose said defects to the Plaintiffs prior to their purchase of said dwelling.

10. In addition, prior to the execution of the Agreement of Sale, Exhibit "A", the Defendants assured the Plaintiffs that the basement did not leak and that there was no water infiltration into the basement.

11. Based on that, when the Plaintiffs assumed possession of the property, Plaintiffs paneled the walls in the main room of the basement and in addition had installed new carpeting, which carpeting had to be removed due to the fact that water had infiltrated into the basement on at least three occasions causing the carpeting and padding to become soaked which ruined the padding and severely stained the carpeting.

12. The cost of remedying said defects is as follows:

(a) Ray Sekula Construction to remove and replace paneling and remove and replace carpeting in basement, \$6,100.00, copy of cost of estimate is attached hereto and marked Exhibit "C";

(b) Ray Sekula Construction to repair defects in bathroom, first floor, \$1,966.00, copy of cost of estimate is attached hereto and marked Exhibit "D";

(c) Jim's Glass Shop to repair window in bathroom, \$231.08, copy of cost of estimate is attached hereto and marked Exhibit "E"; and

(d) Waterproofing Specialties, Inc. to install

system to remedy water infiltration into the basement,
\$8,200.00, copy of cost of estimate is attached hereto and
marked Exhibit "F".

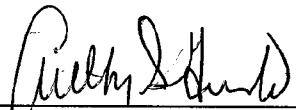
13. The Defendants fraudulently failed to disclose said defects to the Plaintiffs prior to entering into said Agreement of Sale for the property and in addition violated the terms and conditions of the Real Estate Sales Disclosure Law in not disclosing the defects set forth above of which the Defendants had knowledge prior to the execution of said Agreement of Sale.

14. As a result of said breaches and fraudulent non-disclosures, the Plaintiffs incurred damages in the sum of \$16,497.08 as above set forth.

15. The amount of damages claimed by the Plaintiffs does not exceed the sum of \$25,000.00.

WHEREFORE, Plaintiffs demand judgment against the Defendants for the sum of \$16,497.08, together with interest and costs of suit.

Respectfully submitted,

By 

Anthony S. Guido
Attorney for Plaintiffs

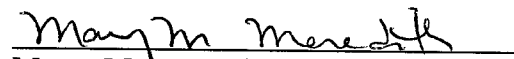
VERIFICATION

I, PAUL W. MEREDITH and MARY M. MEREDITH, do hereby verify that I have read the foregoing COMPLAINT. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.

Date: Nov 22, 2004


Paul W. Meredith


Mary M. Meredith

STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

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

A/S-2K

SELLER'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER
 BROKER (Company) Hoffter Realty
 ADDRESS 700 Liberty Blvd DuBois, Pa 15801 PHONE 814-371-2100
 BROKER IS THE AGENT FOR SELLER. Designated Agent(s) for Seller, if applicable: DuBois, Pa 15801 FAX 814-371-1651
 OR

Broker is NOT the Agent for Seller and is a/an: ☐ AGENT FOR BUYER ☐ TRANSACTION LICENSEE

BUYER'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER
 BROKER (Company) Coldwell Banker Development
 ADDRESS 998 Beaver Drive DuBois, Pa 15801 PHONE 814-375-1167
 BROKER IS THE AGENT FOR BUYER. Designated Agent(s) for Buyer, if applicable: DuBois, Pa 15801 FAX 814-375-9802
 OR

Broker is NOT the Agent for Buyer and is a/an: ☐ AGENT FOR SELLER ☐ SUBAGENT FOR SELLER ☐ TRANSACTION LICENSEE

When the same Broker is Agent for Seller and Agent for Buyer, Broker is a Dual Agent. All of Broker's licenses are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Seller and Buyer, the Licensee is a Dual Agent.

1. This Agreement, dated 12-12-03

SELLER(S): Frank and Vivian Corriean, in between 615 Walnut Ave DuBois, Pa 15801

BUYER(S): Paul W. and Mary M. Mersed, Jr, called "Seller," and RR #4 Box 3574 DuBois, Pa 15801, called "Buyer."

2. PROPERTY (1-98) Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase: ALL THAT CERTAIN lot or piece of ground with buildings and improvements thereon erected, if any, known as:

615 Walnut Ave
 County of Clearfield in the City of DuBois
 Identification (e.g., Tax ID #: Parcel #: Lot, Block; Deed Book, Page, Recording Date) Map # 7.2-13-3837 DB 779 Pg 344

3. TERMS (1-02)

(A) Purchase Price \$130,950.00
One Hundred Thirty Thousand Nine Hundred Fifty S. Dollars
 which will be paid to Seller by Buyer as follows:

1. Cash or check at signing this Agreement: \$ 1,000.00
2. Cash or check within _____ days of the execution of this Agreement: \$ 139,950.00
3. _____ \$ 130,950.00
4. Cash, cashier's or certified check at time of settlement: _____

(B) Deposits paid on account of purchase price to be held by Broker for Seller, unless otherwise stated here: TOTAL \$ 130,950.00

(C) Seller's written approval to be on or before: Dec 18, 2003

(D) Settlement to be on Feb 26, 2004

(E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: _____ or before if Buyer and Seller agree.

(F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____

(G) At time of settlement, the following will be adjusted pro-rata on a daily basis between Buyer and Seller, reimbursing where applicable: taxes (see Information Regarding Tax Pro-rata); rents; interest on mortgage assumptions; condominium fees and homeowner association fees, if any; water and/or sewer fees, if any, together with any other lienable municipal service. The charges are to be pro-rated for the period(s) covered: Seller will pay up to and including the date of settlement; Buyer will pay for all days following settlement, unless otherwise stated here: _____

4. FIXTURES & PERSONAL PROPERTY (1-00)

(A) INCLUDED in this sale and purchase price are all existing items permanently installed in the Property, free of liens, including plumbing; heating; lighting fixtures (including chandeliers and ceiling fans); water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; shrubbery, plantings and unpotted trees; any remaining heating and cooking fuels stored on the Property at the time of settlement; wall to wall carpeting; window covering hardware, shades and blinds; built-in air conditioners; built-in appliances; and the range/oven unless otherwise stated. Also included: Stove, Refrigerator, Dishwasher, microwave, trash compactor, disposal, washer/dryer, pool & equipment, hot tub, all window coverings included.

(C) EXCLUDED fixtures and items: _____

5. DATES/TIME IS OF THE ESSENCE (1-02)

(A) The said date for settlement and all other dates and times referred to for the performance of any of the obligations of this Agreement are agreed to be of the essence of this Agreement and are binding.

(B) For the purposes of this Agreement, number of days will be counted from the date of execution, by excluding the day this Agreement was executed and including the last day of the time period.

(C) The date of settlement is not extended by any other provision of this Agreement and may only be extended by mutual written agreement of the parties.

(D) Certain time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. Any pre-printed time periods are negotiable and may be changed by striking out the pre-printed text and inserting a different time period acceptable to all parties.

Buyer Initials: [Signature]
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 The World's Most Diverse Real Estate Professionals

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Seller Initials: [Signature]

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 01/02

EXHIBIT "A"

- ☐ WAIVED. This sale is NOT contingent on mortgage financing.
☒ ELECTED

(A) This sale is contingent upon Buyer obtaining mortgage financing, as follows:

1. Amount of mortgage loan \$ 130,750
2. Minimum Term 30 years
3. Type of mortgage conventional
4. Interest rate 7 %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of 7.5 %.
5. Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.

The interest rate and fees provisions required by Buyer are satisfied if a mortgage lender makes available to Buyer the right to guarantee an interest rate at or below the Maximum Interest Rate specified herein with the percentage fees at or below the amount specified herein. Buyer gives Seller the right, at Seller's sole option and as permitted by the mortgage lender and applicable laws, to contribute financially, without promise of reimbursement, to the Buyer and/or the mortgage lender to make the above terms available to Buyer.

(B) Within _____ DAYS (10 days if not specified) of the execution of this Agreement, Buyer will make a completed, written mortgage application for the mortgage terms specified above to a responsible mortgage lender. The Broker for Buyer, if any, otherwise the Broker for Seller, is authorized to communicate with the mortgage lender for the purposes of assisting in the mortgage loan process.

(C) 1. Mortgage commitment date 1-23-03 OR 30 days after 1-23-03. If a written commitment is not received by Seller by the above date, Buyer and Seller agree to extend the mortgage commitment date until Seller terminates this Agreement in writing by notice to Buyer.

2. Upon receipt of a mortgage commitment, Buyer will promptly deliver a copy of the commitment to Seller.

3. Seller has the option to terminate this Agreement in writing, after the mortgage commitment date if the mortgage commitment:

- a. Is not valid until the date of settlement, OR
- b. Is conditioned upon the sale and settlement of any other property, OR
- c. Contains any other condition not specified in this Agreement that is not satisfied and/or removed in writing by the mortgage lender within 7 DAYS after the mortgage commitment date in paragraph 6 (C) (1).

4. If this Agreement is terminated as specified in paragraphs 6 (C) (1) or (3), or the mortgage loan is not obtained for settlement, all deposit monies paid on account of purchase price will be returned to Buyer. Buyer will be responsible for any premiums for mechanics' lien insurance and/or title search, or fee for cancellation of same, if any; AND/OR any premiums for flood insurance, mine subsidence insurance and/or fire insurance with extended coverage, or cancellation fee, if any; AND/OR any appraisal fees and charges paid in advance to the mortgage lender.

(D) If the mortgage lender requires repairs to the Property, Buyer will, upon receipt, deliver a copy of the mortgage lender's requirements to Seller. Seller will, within 5 DAYS of receipt of the mortgage lender's requirements, notify Buyer whether Seller will make the required repairs at Seller's expense.

1. If Seller chooses to make the required repairs, Buyer will accept the Property and agree to the RELEASE set forth in paragraph 25 of this Agreement.

2. If Seller chooses not to make the required repairs, or if Seller fails to respond within the time given, Buyer will, within 5 DAYS, notify Seller in writing of Buyer's choice to terminate this Agreement OR make the required repairs at Buyer's expense and with Seller's permission, which will not be unreasonably withheld. If Seller denies Buyer permission to make the required repairs, Buyer may, within 5 DAYS of Seller's denial, terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

(E) Seller Assist

☒ NOT APPLICABLE

☐ APPLICABLE. Seller will pay:

☐ \$ _____, maximum, toward Buyer's costs as permitted by the mortgage lender.

FHA/VA, IF APPLICABLE

(F) It is expressly agreed that notwithstanding any other provisions of this contract, Buyer will not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$ _____ (the dollar amount to be inserted is the sales price as stated in this Agreement). Buyer will have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.

Warning: Section 1010 of Title 18, U.S.C., Department of Housing and Urban Development and Federal Housing Administration Transactions, provides, "Whoever for the purpose of . . . influencing in any way the action of such Department, makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined under this title or imprisoned not more than two years, or both."

(G) U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS: Buyer's Acknowledgement

☐ Buyer has received the HUD Notice "For Your Protection: Get a Home Inspection" (see Notices and Information on Property Condition Inspections). Buyer understands the importance of getting an independent home inspection and has thought about this before signing this Agreement.

Buyer's Initials _____

Date _____

(H) Certification We the undersigned, Seller(s) and Buyer(s) party to this transaction each certify that the terms of this contract for purchase are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in connection with this transaction is attached to this Agreement.

7. INSPECTIONS (1-02)

(A) Seller agrees to permit inspections by authorized appraisers, reputable certifiers, insurer's representatives, surveyors, municipal officials and/or Buyer as may be required by the mortgage lender, if any, or insuring agencies. Seller further agrees to permit any other inspections required by or provided for in the terms of this Agreement. Buyer has the right to attend all inspections.

(B) Buyer reserves the right to make a pre-settlement walk-through inspection of the Property. Buyer's right to make this inspection is not waived by any other provision of this Agreement.

(C) Seller will have heating and all utilities (including fuel(s)) on for the inspections.

(D) All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any reports to Broker for Buyer.

8. PROPERTY INSPECTION CONTINGENCY (1-02)

Other provisions of this Agreement may provide for inspections and/or certifications that are not waived or altered by Buyer's election here.

☐ WAIVED. Buyer understands that Buyer has the option to request inspections of the Property (see Property Inspection Notices and Environmental Notices). BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

☒ ELECTED

(A) Within 20 DAYS (15 days if not specified) of the execution of this Agreement, Buyer, at Buyer's expense, may choose to have inspections and/or certifications completed by licensed or otherwise qualified professionals (see Property Inspection Notices and Environmental Notices). This contingency does not apply to the following existing conditions and/or items:

(B) Should Buyer elect to have a home inspection of the Property, as defined in the Pennsylvania Home Inspection Law, (see Information regarding the Home Inspection Law) such home inspection shall be performed by a full member in good standing of a national home inspection association, or by a person supervised by a full member of a national home inspection association, in accordance with the ethical standards of conduct or practice of that association.

Buyer Initials: Mary

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Seller Initials: JS



(C) If Buyer is not satisfied with the condition of the Property as stated in any written report, Buyer will:

☒ Option 1. Within the time given for completing inspections:

1. Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
 2. Terminate this Agreement in writing by notice to Seller, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID, OR
 3. Enter into a mutually acceptable written agreement with Seller providing for any repairs or improvements to the Property and/or any credit to Buyer at settlement, as may be acceptable to the mortgage lender, if any.
- Should efforts to reach a mutually acceptable agreement fail, Buyer must choose to accept the Property or terminate this Agreement within the time given for completing inspections and according to the provisions in paragraph 8(C) (Option 1) 1 and 2.

☐ Option 2. Within the time given for completing inspections:

1. Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 25 of this Agreement, UNLESS the total cost to correct the conditions contained in the report(s) is more than \$ _____.
2. If the total cost to correct the conditions contained in the report(s) EXCEEDS the amount specified in paragraph 8(C) (Option 2) 1, Buyer will deliver the report(s) to Seller within the time given for inspection.
 - a. Seller will, within 7 DAYS of receiving the report(s), inform Buyer in writing of Seller's choice to:
 - (1) Make repairs before settlement so that the remaining cost to repair conditions contained in the report(s) is less than or equal to the amount specified in paragraph 8 (C) (Option 2) 1.
 - (2) Credit Buyer at settlement for the difference between the estimated cost of repairing the conditions contained in the report(s) and the amount specified in paragraph 8 (C) (Option 2) 1. This option must be acceptable to the mortgage lender, if any.
 - (3) Not make repairs and not credit Buyer at settlement for any costs to repair conditions contained in the report(s).
 - b. If Seller chooses to make repairs or credit Buyer at settlement as specified in paragraph 8 (C) (Option 2) 2. Buyer will accept the Property and agree to the RELEASE set forth in paragraph 25 of this Agreement.
 - c. If Seller chooses not to make repairs and not to credit Buyer at settlement, or if Seller fails to choose any option within the time given, Buyer will, within 5 DAYS:
 - (1) Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
 - (2) Terminate this Agreement in writing by notice to Seller, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

9. WOOD INFESTATION INSPECTION CONTINGENCY (1-02)

☐ WAIVED. Buyer understands that Buyer has the option to request that the Property be inspected for wood infestation by a certified Pest Control Operator. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

☒ ELECTED

(A) Within 30 DAYS (15 days if not specified) of the execution of this Agreement, Buyer, at Buyer's expense, will obtain a written "Wood-Destroying Insect Infestation Inspection Report" from a certified Pest Control Operator and will deliver it and all supporting documents and drawings provided by the Pest Control Operator to Seller. The report is to be made satisfactory to and in compliance with applicable laws, mortgage lenders, and/or Federal Insuring and Guaranteeing Agency requirements, if any. The inspection will include all readily visible and accessible areas of all structures on the Property except the following structures, which will not be inspected: _____

(B) If the inspection reveals evidence of active infestation(s), Seller agrees, at Seller's expense and before settlement, to treat for active infestation(s), in accordance with applicable laws.

(C) If the inspection reveals damage from active infestation(s) or previous infestation(s), Buyer, at Buyer's expense, has the option to obtain a written report by a professional contractor, home inspection service, or structural engineer that is limited to structural damage to the Property caused by wood-destroying organisms and a proposal to repair the damage. Buyer will deliver the structural damage report and corrective proposal to Seller within 7 DAYS of delivering the original inspection report.

(D) Within 5 DAYS of receiving the structural damage report and corrective proposal, Seller will advise Buyer whether Seller will repair, at Seller's expense and before settlement, any structural damage from active or previous infestation(s).

(E) If Seller chooses to repair structural damage revealed by the report, Buyer agrees to accept the Property as repaired and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

(F) If Seller chooses not to repair structural damage revealed by the report or fails to respond within the time given, Buyer, within 5 DAYS, will notify Seller in writing of Buyer's choice to:

1. Accept the Property with the defects revealed by the inspection, without abatement of price, and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
2. Make the repairs before settlement, if required by the mortgage lender, if any, at Buyer's expense and with Seller's permission, which will not be unreasonably withheld, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement. If Seller denies Buyer permission to make the repairs, Buyer may, within 5 DAYS of Seller's denial, terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID, OR
3. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

10. RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT NOTICE REQUIRED FOR PROPERTIES BUILT BEFORE 1978 (1-02)

☐ NOT APPLICABLE

☒ APPLICABLE

(A) Seller represents that Seller has no knowledge concerning the presence of lead-based paint and/or lead-based paint hazards in or about the Property, unless checked below.

☐ Seller has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property. (Provide the basis for determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces, and other available information concerning Seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards.) _____

(B) Records/Reports: Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in or about the Property, unless checked below.

☐ Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in or about the Property. (List documents) _____

(C) Buyer's Acknowledgement: Buyer has received the pamphlet *Protect Your Family from Lead in Your Home* and has read the Lead Warning Statement contained in this Agreement (see Environmental Notices). Buyer has reviewed Seller's disclosure of known lead-based paint and/or lead-based paint hazards, as identified in paragraph 10(A) and has received the records and reports pertaining to lead-based paint and/or lead-based paint hazards identified in paragraph 10(B).

Buyer's Initials _____ Date _____

(D) RISK ASSESSMENT/INSPECTION: Buyer acknowledges that before Buyer is obligated to buy a residential dwelling built before 1978, Buyer has 10 DAYS to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards. ☒ WAIVED. Buyer understands that Buyer has the right to conduct a risk assessment or inspection of the Property to determine the presence of lead-based paint and/or lead-based paint hazards. BUYER WAIVES THIS RIGHT and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

☐ ELECTED

1. Buyer, at Buyer's expense, chooses to obtain a risk assessment and/or inspection of the Property for lead-based paint and/or lead-based paint hazards. The risk assessment and/or inspection will be completed within 10 DAYS of the execution of this Agreement.

Buyer Initials: _____

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Seller Initials: _____

2. Within the time set forth above for obtaining the risk assessment and/or inspection of the Property for lead-based paint and/or lead-based paint hazards, Buyer may deliver to Seller a written list of the specific hazardous conditions cited in the report and those corrections requested by Buyer, along with a copy of the risk assessment and/or inspection report.
3. Seller may, within 7 DAYS of receiving the list and report(s), submit a written corrective proposal to Buyer. The corrective proposal will include, but not be limited to, the name of the remediation company and a projected completion date for corrective measures. Seller will provide certification from a risk assessor or inspector that corrective measures have been satisfactorily completed on or before the projected completion date.
4. Upon receiving the corrective proposal, Buyer, within 5 DAYS, will:
- Accept the corrective proposal and the Property in writing, and agree to the RELEASE set forth in paragraph 25 of this Agreement. OR
 - Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.
5. Should Seller fail to submit a written corrective proposal within the time set forth in paragraph 10(D)3 of this Agreement, Buyer, within 5 DAYS, will:
- Accept the Property in writing, and agree to the RELEASE set forth in paragraph 25 of this Agreement. OR
 - Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.
6. Buyer's failure to exercise any of Buyer's options within the time limits specified in this paragraph will constitute a WAIVER of this contingency and Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement.
- (E) Certification: By signing this Agreement, Buyer and Seller certify the accuracy of their respective statements, to the best of their knowledge.
11. STATUS OF RADON (1-02)
- (A) Seller represents that Seller has no knowledge concerning the presence or absence of radon unless checked below.
- ☐ 1. Seller has knowledge that the Property was tested on the dates, by the methods (e.g., charcoal canister, alpha track, etc.), and with the results of all tests indicated below:
- | DATE | TYPE OF TEST | RESULTS (picocuries/liter or working levels) |
|--|--------------|--|
| COPIES OF ALL AVAILABLE TEST REPORTS will be delivered to Buyer with this Agreement. SELLER DOES NOT WARRANT EITHER THE METHODS OR RESULTS OF THE TESTS. | | |
- ☐ 2. Seller has knowledge that the Property underwent radon reduction measures on the date(s) and by the method(s) indicated below:
- | DATE | RADON REDUCTION METHOD |
|------|------------------------|
| | |
- (B) RADON INSPECTION CONTINGENCY
- ☐ WAIVED. Buyer understands that Buyer has the option to request that the Property be inspected for radon by a certified inspector (see Environmental Notices: Radon). BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement.
- ☒ ELECTED. Buyer, at Buyer's expense, has the option to obtain, from a certified inspector, a radon test of the Property, and will deliver a copy of the test report to Seller within 5 DAYS (15 days if not specified) of the execution of this Agreement. (See Environmental Notices: Radon)
- If the test report reveals the presence of radon below 0.02 working levels (4 picocuries/liter), Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement.
 - If the test report reveals the presence of radon at or exceeding 0.02 working levels (4 picocuries/liter), Buyer will, within 7 DAYS of receipt of the test results:
- ☒ Option 1
- Accept the Property in writing and agree to the RELEASE set forth in paragraph 25 of this Agreement. OR
 - Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID, OR
 - Submit a written, corrective proposal to Seller. The corrective proposal will include, but not be limited to, the name of the certified mitigation company; provisions for payment, including retests; and a projected completion date for corrective measures.
 - Within 5 DAYS of receiving the corrective proposal, Seller will:
 - Agree to the terms of the corrective proposal in writing, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement. OR
 - Not agree to the terms of the corrective proposal.
 - Should Seller not agree to the terms of the corrective proposal or if Seller fails to respond within the time given, Buyer will, within 5 DAYS, elect to:
 - Accept the Property in writing and agree to the RELEASE set forth in paragraph 25 of this Agreement. OR
 - Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.
- ☐ Option 2
- Accept the Property in writing and agree to the RELEASE set forth in paragraph 25 of this Agreement. OR
 - Submit a written, corrective proposal to Seller. The corrective proposal will include, but not be limited to, the name of the certified mitigation company; provisions for payment, including retests; and a projected completion date for corrective measures. Seller will pay a maximum of \$ toward the total cost of remediation and retests, which will be completed by settlement.
 - If the total cost of remediation and retests EXCEEDS the amount specified in paragraph 11(B) (Option 2) b, Seller will, within 5 DAYS of receipt of the cost of remediation and retests, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
 - Pay for the total cost of remediation and retests, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
 - Contribute toward the total cost of remediation and retests only the amount specified in paragraph 11(B) (Option 2) b.
 - If Seller chooses not to pay for the total cost of remediation and retests, or if Seller fails to choose either option within the time given, Buyer will, within 5 DAYS, notify Seller in writing of Buyer's choice to:
 - Pay the difference between Seller's contribution to remediation and retests and the actual cost thereof, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
 - Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.
12. STATUS OF WATER (1-02)
- (A) Seller represents that the Property is served by:
- ☒ Public Water
- ☐ On-site Water
- ☐ Community Water
- ☐ None
- (B) WATER SERVICE INSPECTION CONTINGENCY
- ☒ WAIVED. Buyer acknowledges that Buyer has the option to request an inspection of the water service for the Property. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement.
- ☐ ELECTED
- Buyer has the option, within DAYS (15 days if not specified) of the execution of this Agreement and at Buyer's expense, to deliver to Seller a written inspection report by a qualified, professional water testing company of the quality and/or quantity of the water service.
- Seller Initials:

2. Seller agrees to locate and provide access to the on-site (or individual) water system, if applicable, at Seller's expense, if required by the inspection company. Seller also agrees to restore the Property, at Seller's expense, prior to settlement.
3. If the report reveals that the water service does not meet the minimum standards of any applicable governmental authority and/or fails to satisfy the requirements for quality and/or quantity set by the mortgage lender, if any, then Seller will, within 7 DAYS of receipt of the report, notify Buyer in writing of Seller's choice to:
- Upgrade the water service to the minimum acceptable levels, before settlement, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
 - Not upgrade the water service.
4. If Seller chooses not to upgrade the service to minimum acceptable levels, or fails to respond within the time given, Buyer will, within 5 DAYS, either:
- Accept the Property and the water service and, if required by the mortgage lender, if any, and/or any governmental authority, upgrade the water service before settlement or within the time required by the mortgage lender, if any, and/or any governmental authority, at Buyer's expense and with Seller's permission, which will not be unreasonably withheld, and agree to the RELEASE set forth in paragraph 25 of this Agreement. If Seller denies Buyer permission to upgrade the water service, Buyer may, within 5 DAYS of Seller's denial, terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID, OR
 - Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.
13. STATUS OF SEWER (1-02)
- (A) Seller represents that the Property is served by:
- ☒ Public Sewer
 - ☐ Individual On-lot Sewage Disposal System (See Sewage Notice 1)
 - ☐ Individual On-lot Sewage Disposal System in Proximity to Well (See Sewage Notice 1; see Sewage Notice 4, if applicable)
 - ☐ Community Sewage Disposal System
 - ☐ Ten-acre Permit Exemption (See Sewage Notice 2)
 - ☐ Holding Tank (See Sewage Notice 3)
 - ☐ None (See Sewage Notice 1)
 - ☐ None Available/Permit Limitations in Effect (See Sewage Notice 5)
- ☒ INDIVIDUAL ON-LOT SEWAGE DISPOSAL INSPECTION CONTINGENCY
- WAIVED. Buyer acknowledges that Buyer has the option to request an individual on-lot sewage disposal inspection of the Property. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement.
- ☐ ELECTED
- Buyer has the option, within _____ DAYS (15 days if not specified) of the execution of this Agreement and at Buyer's expense, to deliver to Seller a written inspection report by a qualified, professional inspector of the individual on-lot sewage disposal system.
 - Seller, at Seller's expense, agrees, if and as required by the inspection company, to locate, provide access to and empty the individual on-lot sewage disposal system. Seller also agrees to restore the Property, at Seller's expense, prior to settlement.
 - If the report reveals defects that do not require expansion or replacement of the existing sewage disposal system, Seller will, within 7 DAYS of receipt of the report, notify Buyer in writing of Seller's choice to:
 - Correct the defects before settlement, including retests, at Seller's expense, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
 - Not correct the defects.
 - If Seller chooses not to correct the defects, or if Seller fails to respond within the time given, Buyer will, within 5 DAYS, either:
 - Accept the Property and the system and, if required by the mortgage lender, if any, and/or any governmental authority, correct the defects before settlement or within the time required by the mortgage lender, if any, and/or any governmental authority, at Buyer's sole expense and with Seller's permission, which will not be unreasonably withheld, and agree to the RELEASE set forth in paragraph 25 of this Agreement. If Seller denies Buyer permission to correct the defects, Buyer may, within 5 DAYS of Seller's denial, terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID, OR
 - Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.
 - If the report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within 25 DAYS of receipt of the report, submit a corrective proposal to Buyer. The corrective proposal will include, but not be limited to, the name of the remediation company; provisions for payment, including retests; and a projected completion date for corrective measures. Within 5 DAYS of receiving Seller's corrective proposal, or if no corrective proposal is received within the time given, Buyer will:
 - Agree to the terms of the corrective proposal, if any, in writing, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
 - Accept the Property and the system and, if required by the mortgage lender, if any, and/or any governmental authority, correct the defects before settlement or within the time required by the mortgage lender, if any, and/or any governmental authority, at Buyer's sole expense and with Seller's permission, which will not be unreasonably withheld, and agree to the RELEASE set forth in paragraph 25 of this Agreement. If Seller denies Buyer permission to correct the defects, Buyer may, within 5 DAYS of Seller's denial, terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID, OR
 - Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.
14. NOTICES, ASSESSMENTS & CERTIFICATES OF OCCUPANCY (1-02)
- (A) Seller represents, as of Seller's execution of this Agreement, that no public improvement, condominium or homeowner association assessments have been made against the Property which remain unpaid, and that no notice by any government or public authority has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances which remain uncorrected, and that Seller knows of no condition that would constitute violation of any such ordinances which remains uncorrected, unless otherwise specified here: _____
- (B) Seller knows of no other potential notices (including violations) and assessments except as follows: _____
- (C) In the event any notices (including violations) and assessments are received after execution of this Agreement and before settlement, Seller will notify Buyer in writing, within 5 DAYS of receiving the notice or assessment, that Seller will:
- Comply with notices and assessments at Seller's expense, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
 - Not comply with notices and assessments at Seller's expense.
 - If Seller chooses not to comply with notices and assessments, or fails within the time given to notify Buyer if Seller will comply, Buyer will notify Seller within 5 DAYS in writing that Buyer will either:
 - Comply with notices and assessments at Buyer's expense and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
 - Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

If Buyer fails to notify Seller within the time given, Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement.
- (D) Buyer is advised that access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.
- Buyer Initials: A/S-ZK Page 5 of 8 Seller Initials:

- (E) If required by law, within 15 DAYS of the execution of this Agreement Seller will order for delivery to Buyer, on or before settlement:
1. A certification from the appropriate municipal department or departments disclosing notice of any uncorrected violations of zoning, housing, building, safety or fire ordinances, AND/OR
 2. A certificate permitting occupancy of the Property. In the event repairs/improvements are required for the issuance of the certificate, Seller will, within 5 DAYS of Seller's receipt of the requirements, notify Buyer of the requirements and whether Seller will make the required repairs/improvements at Seller's expense.
- If Seller chooses to make the required repairs/improvements, Buyer agrees to accept the Property as repaired and agrees to the RELEASE set forth in paragraph 25 of this Agreement. If Seller chooses not to make the required repairs/improvements, Buyer will, within 5 DAYS, notify Seller in writing of Buyer's choice to terminate this Agreement OR make the repairs/improvements at Buyer's expense and with Seller's permission, which will not be unreasonably withheld. If Seller denies Buyer permission to make the required repairs or if Seller fails to respond within the time given, Buyer may, within 5 DAYS, terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

15. TITLE, SURVEYS & COSTS (1-02)

- (A) The Property is to be conveyed free and clear of all liens, encumbrances, and easements, EXCEPTING HOWEVER the following: existing deed restrictions, historic preservation restrictions or ordinances, building restrictions, ordinances, easements of roads, easements visible upon the ground, easements of record, privileges or rights of public service companies, if any; otherwise the title to the above described real estate will be good and marketable and such as will be insured by a reputable Title Insurance Company at the regular rates.
- (B) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics lien insurance, or fee for cancellation of same, if any; (2) Flood insurance, fire insurance with extended coverage, nine subsidence insurance, or fee for cancellation of same, if any; (3) Appraisal fees and charges paid in advance to mortgage lender, if any; (4) Buyer's customary settlement costs and accruals.
- (C) Any survey or surveys which may be required by the Title Insurance Company or the abstracting attorney for the preparation of an adequate legal description of the Property (or the correction thereof) will be secured and paid for by Seller. Any survey or surveys desired by Buyer or required by the mortgage lender will be secured and paid for by Buyer.
- (D) In the event Seller is unable to give a good and marketable title and such as will be insured by a reputable Title Company at the regular rates, as specified in paragraph 15(A), Buyer will have the option of: (1) taking such title as Seller can give with no change to the purchase price; or (2) being repaid all monies paid by Buyer to Seller on account of purchase price and being reimbursed by Seller for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the Agreement, and for those items specified in paragraph 15(B) items (1), (2), (3) and in paragraph 15(C), in which case there will be no further liability or obligation on either of the parties hereto and this Agreement will become VOID.

16. ZONING CLASSIFICATION (1-02)

Failure of this Agreement to contain the zoning classification (except in cases where the property (and each parcel thereof, if subdividable) is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at the option of the Buyer, and, if voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.

Zoning Classification: Residential

- ☐ SELECTED. Within 15 DAYS of the execution of this Agreement, Buyer will verify that the existing use of the Property as Residential is permitted. In the event the use is not permitted, Buyer will, within the time given for verification, notify Seller in writing that the existing use of the Property is not permitted and this Agreement will be VOID, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer. Buyer's failure to respond within the time given will constitute a WAIVER of this contingency and all other terms of this Agreement remain in full force and effect.

17. COAL NOTICE

- ☐ NOT APPLICABLE
☒ APPLICABLE

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (THIS notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

18. POSSESSION (1-02)

- (A) Possession is to be delivered by deed, keys and:
1. Physical possession to vacant Property free of debris, with all structures broom-clean, at day and time of settlement, AND/OR
 2. Assignment of existing lease(s), together with any security deposits and interest, at time of settlement, if Property is leased at the execution of this Agreement or unless otherwise specified herein. Buyer will acknowledge existing lease(s) by initialing said lease(s) at time of execution of this Agreement.
- (B) Seller will not enter into any new leases, written extension of existing leases, if any, or additional leases for the Property without the written consent of Buyer.

19. RECORDING (3-85)

This Agreement will not be recorded in the Office for the Recording of Deeds or in any other office or place of public record and if Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a breach of this Agreement.

20. ASSIGNMENT (3-85)

This Agreement will be binding upon the parties, their respective heirs, personal representatives, guardians and successors, and to the extent assignable, on the assigns of the parties hereto, it being expressly understood, however, that Buyer will not transfer or assign this Agreement without the written consent of Seller.

21. DEPOSIT & RECOVERY FUND (1-02)

- (A) Deposits paid by Buyer within 30 DAYS of settlement will be by cash, cashier's or certified check. Deposits, regardless of the form of payment and the person designated as payee, will be paid in U.S. Dollars to Broker or party identified in paragraph 3(B), who will retain them in an escrow account until consummation or termination of this Agreement in conformity with all applicable laws and regulations. Any uncashed check tendered as deposit monies may be held pending the acceptance of this offer.
- (B) Upon termination of this Agreement, the Broker holding the deposit monies will release the deposit monies in accordance with the terms of a fully executed written agreement between Buyer and Seller.
- (C) In the event of a dispute over entitlement to deposit monies, a broker holding the deposit monies is required by the Rules and Regulations of the State Real Estate Commission (49 Pa. Code §35.327) to retain the monies in escrow until the dispute is resolved. In the event of litigation for the return of deposit monies, a broker will distribute the monies as directed by a final order of court or the written Agreement of the parties. Buyer and Seller agree that, in the event any broker or affiliated licensee is joined in litigation for the return of deposit monies, the attorneys' fees and costs of the broker(s) and licensee(s) will be paid by the party joining them.
- (D) A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3638, or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

22. CONDOMINIUM/PLANNED COMMUNITY (HOMESOWNER ASSOCIATION) RESALE NOTICE (1-02)

- ☒ NOT APPLICABLE
☐ APPLICABLE: CONDOMINIUM. Buyer acknowledges that the Property is a unit of a condominium that is primarily run by a condominium association. §3407 of the Uniform Condominium Act of Pennsylvania requires Seller to furnish Buyer with a Certificate of Resale, which includes the condominium declaration (other than plats and plans), the bylaws, and the rules and regulations of the association.
- ☐ APPLICABLE: PLANNED COMMUNITY (HOMESOWNER ASSOCIATION). Buyer acknowledges that the Property is part of a planned community as defined by the Uniform Planned Community Act. (See Definition of Planned Community Notice). §5407(a) of the Act requires Seller to furnish Buyer with a copy of the Declaration (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the provisions set forth in §5407(a) of the Act.

Buyer Initials: [Signature]

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Seller Initials: [Signature]

THE FOLLOWING APPLIES TO PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A PLANNED COMMUNITY.

- (A) Within 15 DAYS of the execution of this Agreement, Seller will submit a request to the association for a Certificate of Resale and the documents necessary to enable Seller to comply with the Act. The Act provides that the association is required to provide these documents within 10 days of Seller's request.
- (B) Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer for the failure or delay of the association to provide the Certificate in a timely manner, nor is Seller liable to Buyer for any erroneous information provided by the association and included in the Certificate.
- (C) Buyer may declare this Agreement VOID at any time before Buyer's receipt of the association documents and for 5 days thereafter, OR until settlement, whichever occurs first. Buyer's notice declaring this Agreement void must be in writing; thereafter all deposit monies will be returned to Buyer.
- (D) In the event the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will reimburse Buyer for all monies paid by Buyer on account of purchase price and for any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics lien insurance, or fee for cancellation of same, if any; (2) Flood insurance and/or fire insurance with extended coverage, mine subsidence insurance, or fee for cancellation of same, if any; (3) Appraisal fees and charges paid in advance to mortgage lender, if any.

23. MAINTENANCE & RISK OF LOSS (1-02)

- (A) Seller will maintain the Property, grounds, fixtures, and any personal property specifically scheduled herein in its present condition, normal wear and tear excepted.
- (B) In the event any system or appliance included in the sale of the Property fails and Seller does not repair or replace the item, Seller will promptly notify Buyer in writing of Seller's choice to:
1. Repair or replace the failed system or appliance before settlement or credit Buyer at settlement for the fair market value of the failed system or appliance (this option must be acceptable to the mortgage lender, if any). In each case, Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
 2. Not repair or replace the failed system or appliance, and not credit Buyer at settlement for the fair market value of the failed system or appliance. If Seller does not repair, replace or offer a credit for the failed system or appliance, or if Seller fails to notify Buyer of Seller's choice, Buyer will notify Seller in writing within 5 DAYS or before settlement, whichever is sooner, that Buyer will:
- a. Accept the Property and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
 - b. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.
- (C) Seller will bear risk of loss from fire or other casualties until time of settlement. In the event of damage by fire or other casualties to any property included in this sale that is not repaired or replaced prior to settlement, Buyer will have the option of rescinding this Agreement and promptly receiving all monies paid on account of purchase price or of accepting the Property in its then condition together with the proceeds of any insurance recovery obtainable by Seller. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in this Property as of the time of execution of this Agreement.

24. WAIVER OF CONTINGENCIES (1-02)

If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, Buyer's failure to exercise any of Buyer's options within the time limits set forth in this Agreement will constitute a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

25. RELEASE (1-02)

Buyer hereby releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES, and any OFFICER, PARTNER or any one of them and any other PERSON, FIRM, or CORPORATION who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injuries and property damage and all of the consequences thereof, whether now known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazard, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in default under the terms of this Agreement, this release does not deprive Buyer of any right to pursue any remedies that may be available under law or equity. This release will survive settlement.

26. REPRESENTATIONS (1-02)

- (A) Buyer understands that any representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees, employees, officers, or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. It is further understood that this Agreement contains the whole agreement between Seller and Buyer and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale. Furthermore, this Agreement will not be altered, amended, changed, or modified except in writing executed by the parties.
- (B) It is understood that Buyer has inspected the Property before signing this Agreement (including fixtures and any personal property specifically scheduled herein), or has waived the right to do so, and has agreed to purchase the Property in its present condition unless otherwise stated in this Agreement. Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, or of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.
- (C) Any repairs required by this Agreement will be completed in a workmanlike manner.
- (D) Broker(s) may perform services to assist unrepresented parties in complying with the terms of this Agreement.
- (E) The headings, captions, and line numbers in this Agreement are meant only to make it easier to find the paragraphs.

27. DEFAULT (1-02)

- (A) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
1. Fail to make any additional payments as specified in paragraph 3; OR
 2. Furnish false or incomplete information to Seller, Broker(s), or the mortgage lender, if any, concerning Buyer's legal or financial status, or fail to cooperate in the processing of the mortgage loan application, which acts would result in the failure to obtain the approval of a mortgage loan commitment; OR
 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.
- (B) Unless otherwise checked in paragraph 27 (C), Seller may elect to retain those sums paid by Buyer, including deposit monies, in one of the following manners:
1. On account of purchase price; OR
 2. As monies to be applied to Seller's damages; OR
 3. As liquidated damages for such breach.
- (C) ☐ Seller is limited to retaining sums paid by Buyer, including deposit monies, as liquidated damages pursuant to paragraph 27 (B) or (C). Buyer and Seller
- (D) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to paragraph 27 (B) or (C), Buyer and Seller will be released from further liability or obligation and this Agreement will be VOID.

28. MEDIATION (7-96)

- ☐ NOT AVAILABLE
- ☒ WAIVED. Buyer and Seller understand that they may choose to mediate at a later date, should a dispute arise, but that there will be no obligation on the part of any party to do so.
- ☐ ELECTED
- (A) Buyer and Seller will try to resolve any dispute or claim that may arise from this Agreement through mediation, in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System. Any agreement reached through a mediation conference and signed by the parties will be binding.
- (B) Buyer and Seller acknowledge that they have received, read, and understand the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System (see Mediation Notice).
- (C) This agreement to mediate disputes arising from this Agreement will survive settlement.

Buyer Initials: [Signature]

A/S-2K Page 7 of 8

Seller Initials: [Signature]



29. SPECIAL CLAUSES (1-02)

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

- ☐ Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)
☐ Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSP-CM)
☐ Settlement of Other Property Contingency Addendum (PAR Form SOP)
☐ Tenant-Occupied Property Addendum (PAR Form TOP)
☒ Legal Description - correct

(B)

Contingent on Seller's giving an acceptable written disclosure on pool and equipment with the pool sense wanted in the market as access unavailable to have pool in operation for inspection.

Property must appraise to offer price or greater.

Buyer and Seller acknowledge receiving a copy of this Agreement at the time of signing.

NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Return by facsimile transmission (FAX) of this Agreement, and all addenda, bearing the signatures of all parties, constitutes acceptance of this Agreement. Parties to this transaction are advised to consult an attorney before signing if they desire legal advice.

☒ Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.☒ Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.☒ Buyer has read and understands the notices and explanatory information set forth in this Agreement.☒ Buyer has received a Seller's Property Disclosure Statement before signing this Agreement, if required by law (see Information Regarding the Real Estate Seller Disclosure Law).☒ Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money) before signing this Agreement.

BUYER'S MAILING ADDRESS:

RR# 4 Box 257ADuBois Pa 15801

BUYER'S CONTACT NUMBER(S):

591-0808583-7808

WITNESS

Cynthia & Frank

BUYER

SS#

117-00 1406

DATE

12/15/03

WITNESS

Cynthia & Frank

BUYER

SS#

342 54-8252

DATE

12/15/03

WITNESS

BUYER

SS#

DATE

Seller hereby approves the above contract this (date)

and in consideration of the services rendered in procuring the Buyer, Seller agrees to pay the named Broker for Seller a fee of _____ off from the herein specified sale price. In the event Buyer defaults hereunder, any monies paid on account will be divided _____ Seller, _____ Broker for Seller, but in no event will the sum paid to the Broker for Seller exceed the above specified Broker's fee.

☐ Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.☐ Seller has received a statement of Seller's estimated closing costs before signing this Agreement.☐ Seller has read and understands the notices and explanatory information set forth in this Agreement.

SELLER'S MAILING ADDRESS:

SELLER'S CONTACT NUMBER(S):

SELLER

SS#

Frank C. Ginner Jr
200-262-3698

DATE

12-16-03

WITNESS

SELLER

SS#

Frank C. Ginner Jr
200 262 5100

DATE

12/16/03

WITNESS

SELLER

SS#

DATE

Broker's/Licensees' Certifications (check all that are applicable):

☒ Regarding Lead-Based Paint Hazards Disclosure: Required if Property was built before 1978: The undersigned Licensees involved in this transaction, on behalf of themselves and their brokers, certify that their statements are true to the best of their knowledge and belief.

Acknowledgement: The Licensees involved in this transaction have informed Seller of Seller's obligations under The Residential Lead-Based Paint Hazard Reduction Act, 42 U.S.C. §4852(d), and are aware of their responsibility to ensure compliance.

☐ Regarding FHA Mortgages: The undersigned Licensees involved in this transaction, on behalf of themselves and their brokers, certify that the terms of this contract for purchase are true to the best of their knowledge and belief, and that any other agreement entered into by any of these parties in connection with this transaction is attached to this Agreement.☐ Regarding Mediation: The undersigned ☐ Broker for Seller ☐ Broker for Buyer agree to submit to mediation in accordance with paragraph 28 of this Agreement.

BROKER FOR SELLER (Company Name)

DATE

ACCEPTED BY

BROKER FOR BUYER (Company Name)

DATE

ACCEPTED BY

Att: Cindy Frick
From: Paul & Mary Meredith

ADJUDICATED DEEDS AND AGREEMENT OF SALE

THIS PROPERTY lots Walnut Ave DuBois, Pa 15801

SOLDERS John and Mary

BUYERS Walter A. Wood

DATE OF AGREEMENT 12-18-2004

Seller and Buyer have agreed to meet and close up to the place by, 2004.

Seller agrees to correct action in full and w/50% of the electrical issues on inspection summary before closing, at their expense.

All other terms and conditions of the said agreement shall remain unchanged and in full force and effect.

WITNESS	BY SELLER	DATE
WITNESS	<i>[Signature]</i>	12/18/04
WITNESS	BY BUYER	DATE
WITNESS	<i>[Signature]</i>	12-18-04
WITNESS	BY SELLER	DATE
WITNESS	<i>[Signature]</i>	12-18-04
WITNESS	BY BUYER	DATE
WITNESS	<i>[Signature]</i>	12-18-04

CORNER: WALNUT STREET, EASTON AVE., N. W. COR. OF WALNUT ST., CO. 15801

WITNESS: JAMES H. HARRIS, JR., 15801

SELLER'S PROPERTY DISCLOSURE STATEMENT

SPD

1 Property Address 615 WALNUT Ave Du Bois, PA 158012 Seller FRED AND VIVIAN GRINNEN

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

6 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**
7 **any inspections or warranties that Buyer may wish to obtain.** This Statement is not a warranty of any kind by Seller or a warranty or
8 representation by any listing real estate broker, any selling real estate broker, or their licensees. Buyer is encouraged to address concerns
9 about the conditions of the property that may not be included in this Statement. This Statement does not relieve Seller of the obligation
10 to disclose a material defect that may not be addressed on this form.

11 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
12 residential real property or that involves an unreasonable risk to people on the land.

13 1. **SELLER'S EXPERTISE** Seller does not possess expertise in contracting, engineering, architecture, or other areas related to the
14 construction and conditions of the property and its improvements, except as follows:

15 2. **OCCUPANCY**16 (a) Do you, Seller, currently occupy this property? ☒ Yes ☐ No

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

18 (b) Have there been any pets living in the house or other structures during your ownership? ☒ Yes ☐ No19 If "yes," describe: A Toy Poodle for approximately the first 4 yrs. we lived
20 here, from 1979 to 198321 3. **ROOF**22 (a) Date roof installed: MAY 1988 Documented? ☐ Yes ☐ No ☐ Unknown23 (b) Has the roof been replaced or repaired during your ownership? ☒ Yes ☐ No24 (c) If "yes," were the existing shingles removed? ☒ Yes ☐ No ☐ Unknown25 (d) Has the roof ever leaked during your ownership? ☒ Yes ☐ No26 (e) Do you know of any problems with the roof, gutters or downspouts? ☐ Yes ☒ No

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

28 4. **BASEMENTS AND CRAWL SPACES (Complete only if applicable)**29 (a) Does the property have a sump pump? ☐ Yes ☒ No ☐ Unknown30 (b) Are you aware of any water leakage, accumulation, or dampness within the basement or crawl space? ☐ Yes ☒ No

31 If "yes," describe in detail:

32 (c) Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space?
33 ☒ Yes ☐ No

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

35 5. **TERMITES/WOOD-DESTROYING INSECTS, DRYROT, PESTS**36 (a) Are you aware of any termites/wood-destroying insects, dryrot, or pests affecting the property? ☒ Yes ☐ No37 (b) Are you aware of any damage to the property caused by termites/wood-destroying insects, dryrot, or pests? ☐ Yes ☒ No38 (c) Is your property currently under contract by a licensed pest control company? ☐ Yes ☒ No39 (d) Are you aware of any termite/pest control reports or treatments for the property in the last five years? ☒ Yes ☐ No

40 Explain any "yes" answers that you give in this section, including the name of any service/treatment provider, if applicable:

41 6. **STRUCTURAL ITEMS**42 (a) Are you aware of any past or present water leakage in the house or other structures? ☐ Yes ☒ No43 (b) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, or other struc-
44 tural components? ☐ Yes ☒ No45 (c) Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls on the property?
46 ☐ Yes ☒ No47 (d) Is your property constructed with an Exterior Insulating Finishing System (EIFS), such as drivit or synthetic stucco?
48 ☐ Yes ☒ No ☐ Unknown

49 If "yes," describe any known problems:

- (c) Are there any defects in flooring, including stains? ☒ Yes ☐ No ☐ Unknown

If "yes," explain: Discoloration around Kitchen heating vent

Explain any "yes" answers that you give 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: Remodeled Kitchen, enlarged into a dining area by

Removing a wall - installed inground pool - Replaced windows, Porch
door - front door white - back door brown stairs - white
fireplace - no concrete drive walk area 4 step

8. WATER AND SEWAGE

- (a) What is the source of your drinking water? ☒ Public Water ☐ 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

☐ Individual On-lot Sewage Disposal System in Proximity to Well ☐ Community 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 disposal system last serviced?

- (f) Is there a sewage pump? ☐ Yes ☒ No

If "yes," is it 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

☐ Other (explain):

- (b) Are you aware of any problems with any of your plumbing fixtures (e.g., including but not limited to: kitchen, laundry, or bath-

room fixtures; wet bars; hot water heater; etc.)? ☐ Yes ☒ No

If "yes," 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 ☐ 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? Approx 1990

- (e) List any areas of the house that are not heated: NONE

- (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 2
(b) ☒ Smoke Detector How many? 2 Location Downstairs Stairway - 1st Level Hall
(c) ☐ Security Alarm System ☐ Owned ☐ Leased ☐ Lease Information _____
(d) ☐ Lawn Sprinkler No. _____ ☐ Automatic Timer _____
(e) ☒ Swimming Pool ☐ Pool Heater ☒ Spa/Hot Tub
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 or affect the property? ☐ Yes ☒ No
Note to Buyer: The property may be subject to mine subsidence damage. Maps of the counties and mines where mine subsidence damage may occur and mine subsidence insurance are available through: Department of Environmental Protection, Mine Subsidence Insurance Fund, 3913 Washington Road, McMurray, PA 15317 (800) 922-1678 (within Pennsylvania) or (724) 941-7100 (outside Pennsylvania).
(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? ☐ 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 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 (e.g., driveways, bridges, docks, walls, etc.) or maintenance agreements?
☐ Yes ☒ No
Explain any "yes" answers that you give 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), Ureaformaldehyde Foam Insulation (UFPI), 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) 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 INSTALLED	TYPE OF SYSTEM	PROVIDER	WORKING ORDER
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> 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 HOMEOWNER ASSOCIATIONS (Complete only if applicable)

Type: ☐ Condominium ☐ Cooperative ☐ Homeowner Association or Planned Community
Other _____

Notice regarding Condominiums, Cooperatives, and Planned Communities: According to Section 3407 of the 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 federal, state, or local 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 of any violations of zoning, housing, building, safety or fire ordinances that remain uncorrected? ☐ Yes ☒ No
- (e) Are you aware of any judgment, encumbrance, lien (for example, co-maker or equity loan), overdue payment on a support obligation, 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 warranty deed or conveying title to the property? ☐ Yes ☒ No
- (g) 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: _____

The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete to the best of Seller's knowledge. Seller hereby authorizes the Listing Broker to provide this information to prospective buyers of the property and to other real estate licensees. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS STATEMENT. 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 _____

WITNESS _____

WITNESS _____

SELLER Fred C. Harrison 3rd

SELLER Mrs. Susan A. Harrison

SELLER _____

DATE 10-28-03

DATE 10-28-03

DATE _____

EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

According to the provisions of the "Real Estate Seller Disclosure Act," the undersigned executor, administrator or trustee is not required to fill out a Seller's Property Disclosure Statement. The executor, administrator or trustee, must, however, disclose any known material defect(s) of the property.

DATE _____

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

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

WITNESS Cynthia J. Frick

WITNESS _____

WITNESS _____

BUYER [Signature]

BUYER [Signature]

BUYER _____

DATE _____

DATE 12/13/03

DATE _____

1124

[illegible]

912 W. Long Avenue
DuBois, PA 15801

814-371-2436

TO MARY MEREDITH
ADDRESS 615 WALNUT AVE
DuBois PA 15801
ATTENTION

WORK ORDERED BY _____

DATE ORDERED _____

DATE COMPLETED _____

AUTHORIZED SIGNATURE

EXHIBIT "D"

Case 514704

FG 254

JIM'S GLASS SHOP

JOB INVOICE

720 South Main St. Ext • DuBois, PA 15801 • Tel 814-371-3779 • Fax 814-371-7369

Order Date: 4/14/04	Invoice Date: 5/6/04
Order Taken By: Jim	PO#
Job Location:	
Contact:	
Phone # 371-3249	Phone #

TO Meredith

TERMS:

QTY	SIZE	MATERIALS	AMOUNT
1	40 X 53 3/4	White Signature Double hung With fully screen lower Argon	218.00

O.S.

OTHER CHARGES

371-9661

OK #

1180
5/6/04

TOTAL OTHER

LABOR HRS. RATE AMOUNT

TOTAL LABOR

TOTAL MATERIALS

TOTAL OTHER

Date Completed

Total Materials

Work Ordered By:

Signature:

I hereby acknowledge the satisfactory completion of the above described work.

Thank You

TAX

TOTAL

13.08
231.08

Proposal

INSTALLATION
DATE

For Office Use Only

Authorized Dealer of:



Waterproofing Specialties, Inc.

RD 2, Box 346B, Johnsonburg Road
Ridgway, PA 15853
(800) 538-5201 • Phone/Fax: (814) 772-9291

PROPOSAL SUBMITTED TO

Mary Meredith

PHONE (HOME)

371-3249

DATE BID

6/3/04

STREET

615 Walnut Ave

PHONE (WORK)

ALTERNATIVE PHONE

FAX

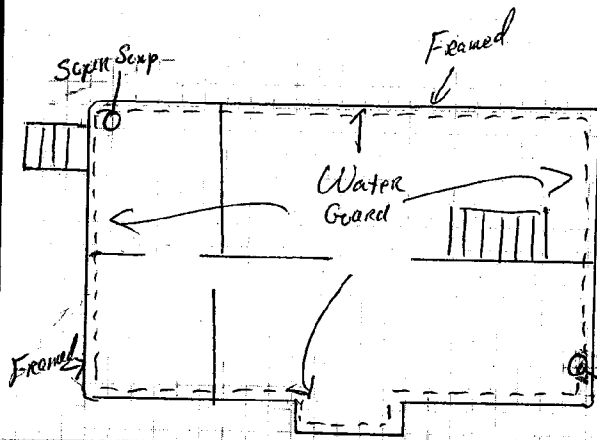
CITY, STATE AND ZIP CODE

DeBois PA 15801

JOB LOCATION

Install a full perimeter Flangless Water Guard System with Bright Wall Paneling 32" high to seal against the Radon.

Install two Super Sump as indicated
Furnish a lifetime warranty.



Note: Framed walls and cabinets to be removed before our arrival

We hereby submit specifications and estimates

Wall Opening to cut:

☒ Wood Wall Tunnel

☐ Block Wall

☐ Other

Type of Wall:

☒ Block

☐ Poured Concrete

☐ Stone

☐ Other

System to drain into:

☒ SuperSump-New

☐ Floor Drain

☐ Existing Sump

☐ Other

Type of Wall Finish:

☒ Plain over-

☒ Paneling studs

☐ Sheetrock

☐ Other

Type of Floor Finish:

☒ Concrete 4"

☐ Tile

☐ Carpeting

☐ Other

Obstacles to go around:

☐ Pilaster

☐ Water Heater

☐ Oil Tank ☐ Behind

☐ Other

Quantity	System Features:	Quantity	System Features:
146	WaterGuard®	1	WaterGuard Port®
	DryTrak®	2	WaterWatch Alarm®
2	SuperSump®		UltraSump®
2	IceGuard®		LawnScape®
46	1 1/2" Pipe	20	3" or 4" Pipe
	FloodRing™		WellDuct™
	Wall Injection		Pipe Injection
	BrightWall® Panels		ThermalDry™ Floor
3	TrenchDrain™		Dehumidifier
	Extended Warranty		Extra Battery
	Air Purifier		

The contractor's representative has fully explained the merits of the waterproofing system. I understand a DryTrak or WaterGuard system will remedy the problem with water involving walls and the joint where the floors and walls meet. I fully understand the warranty which covers only the areas of the basement addressed and accept the warranty which is transferable. There will be no charge for service calls which are leaks in the system covered under warranty. Any service calls which are not leaks in the system or from damage or abuse will be charged at \$55 minimum and \$25 per man hour. Sump pumps are covered under a separate manufacturer warranty which doesn't include labor for pump service. Installation of DryTrak alone will not eliminate seepage from floor cracks. Installation of the system does not include painting, finished carpentry, extending discharge lines, electrical work, or replacement of floor tile or carpeting unless specified. Contractor is not responsible for frozen discharge lines without an IceGuard, condensation, water once pumped from house, window well flooding, or fuel tanks or lines. Homeowner responsible for moving objects away from walls and back. Some dust should be expected from work. **Payments to be made in full upon completion.**

We Propose hereby to furnish material and labor—complete in accordance with above specifications, for the sum of:

Eighty two hundred and 00/100 dollars \$ 8,200.00

Deposit Required \$

0

Deposit Paid \$

0

Balance Due Upon Installation \$

100%

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to the standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Homeowner assumes all responsibility for damages due to breakage of any hidden fuel/utility service lines, though we will do our best to avoid such damage. All proposals based primarily on homeowners description of problem.

Authorized
Signature

Mike Pura

Note: This proposal may be
withdrawn by us if not accepted within

90

days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:

Signature X

Signature

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

PAUL W. MEREDITH and MARY M. MEREDITH
Plaintiffs

vs.

FRED E. GRINNEN, III and VIVIAN A. GRINNEN,
Defendants

NO. 2004-1882-CD

FILED

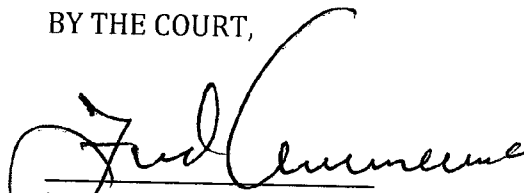
MAR 18 2013

Z 01 9:00/wps
William A. Shaw
Prothonotary/Clerk of Courts

ORDER

NOW, this 14th day of March, 2013, upon the Court's review of the docket and noting no activity for a period of over eight years, it is the ORDER of this Court that the case be moved to inactive status. The Prothonotary shall code the case in Full Court as Z-INACTA.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge