

Executed in Duplicate.

CONDITIONS OF SALE

1. The highest approved bidder shall be the Purchaser and, if dispute arises between two or more bidders, the property shall be immediately put up again; provided, however, the Seller reserves the right to withdraw the property from this public sale if the highest bid made is not adequate in the Seller's opinion.

2. There shall be a three percent (3%) buyer's premium added to the highest approved bid which shall constitute to the total purchase price for the property.

3. The Purchaser shall immediately after the sale pay to the Seller a deposit of ten percent (10%) in part payment of the purchase money and sign an Agreement for the payment of the remainder on or before May 14, 2024, upon having granted and conveyed to Purchaser a good and marketable title, in fee simple, clear of all encumbrances excepting existing restrictions and easements and all municipal ordinances, rules and regulations. If the title is found not to be insurable at regular rates as marketable, the Seller may, at their option, refund all deposit money and reimburse the Purchaser for reasonable actual expenses for title search, at regular rates, or clear the title.

4. Possession will be given on completion of the purchase at the time fixed for the payment of the balance of the purchase money. If for any cause the remainder of the purchase money shall not be paid on May 14, 2024, as aforesaid, the Purchaser shall pay interest at the rate of six percent (6%) per annum from that day to the day of payment, this stipulation to be without prejudice to the Seller's right to insist on specific performance of this Agreement.

5. The expenses of this conveyance shall be paid as follows: Deed, acknowledgment thereto, shall be paid by Seller. All realty Transfer Tax to be paid by the Purchaser. Real Estate Taxes to be apportioned to date of settlement on a fiscal year basis.

6. Upon failure to comply with the above conditions, the money deposited shall, at the expiration of the time before limited, become forfeited to the Seller, who shall then be at full liberty, with or without notice, to resell the property; and if on such resale there should be any deficiency, the Purchaser at this sale neglecting to comply with these conditions shall make good such deficiency to the Seller and all expenses attending such resale.

7. Seller and Buyers hereby agree to sign the Property Disclosure Statement attached hereto.

8. The premises are being sold in an "As Is" condition and the Seller makes no express or implied warranties concerning the condition of the premises, which condition is to be ascertained solely by the Purchaser as a result of the Purchaser's inspection.

A G R E E M E N T

IT IS HEREBY DECLARED and AGREED By and Between RONALD G. HAWK,  
Executor of the Estate of David B. Regar, deceased, hereinafter called the Seller, A N D

\_\_\_\_\_ of

\_\_\_\_\_,  
hereinafter called the Purchaser, T H A T: The said \_\_\_\_\_

\_\_\_\_\_ has become the Purchaser of the  
premises described in Exhibit A, hereto attached and made a part hereof, for the sum of

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_),

and that the sum of \_\_\_\_\_

DOLLARS (\$ \_\_\_\_\_) has been paid down by said Purchaser by way of deposit and  
in part payment of said purchase price; and that the foregoing Conditions of Sale shall be taken as the  
terms of agreement for the said sale and purchase, respectively, in all things.

AND, for the true performance of all and every the covenants and agreement aforesaid, the Seller  
and Purchaser hereby bind themselves, their heirs, executors, administrators, successors and assigns,  
firmly these presents.

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Signed, sealed and delivered  
in the presence of:  
\_\_\_\_\_

\_\_\_\_\_  
Ronald G. Hawk, Executor of the  
Estate of David B. Regar, deceased  
Seller

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)  
Purchaser(s)

**NEEDS A COPY OF THE DEED DESCRIPTION AS EXHIBIT "A" AND A  
SELLERS PROPERTY DISCLOSURE FORM**

ALL THAT CERTAIN lot of piece of land, situate on the Eastern side of Seidel Street, being Lot No. 55 on Plan of Lots laid out by Frank L. Stankiewicz, known as Section No. 2, Marywood, revised, in the Township of Exeter, County of Berks, and Commonwealth of Pennsylvania, being more fully bounded and described as follows, to wit:

BEGINNING at a corner at a point of curve in the Eastern building line of Seidel Street (50 feet wide), said corner being the Northwestern corner of Lot No. 56, and being the Southwestern corner of the herein described premises; thence in a Northerly direction along the aforesaid Seidel Street by a curve bearing to the left having a radius of one hundred twenty-five and zero hundredths feet (125.00') a central angle of thirty-seven degrees thirty-five minutes thirty seconds (37° 35' 30'') a distance along the arc of eighty-two and one hundredth feet (82.01') to a point; thence leaving the aforesaid Seidel Street by a line being radial to the aforesaid Seidel Street, in an Easterly direction along Lot No. 54 a distance of two hundred thirty-four and sixty-eight hundredths feet (234.68') to a point in line of Schwartzwald Heights, Section No. 2; thence along the same in a Southerly direction forming an interior angle of fifty-two degrees twenty-four minutes thirty seconds (52° 24' 30'') with the last described line a distance of two hundred nineteen and forty- one hundredths feet (219.42') to a corner; thence in a Westerly direction along Lot No. 56 forming a right angle with the last described line a distance of one hundred sixty and zero hundredths feet (160.00') to the place of beginning.

CONTAINING twenty-six thousand one hundred forty-one and twenty-three hundredths square feet (26,141.23 sq. ft.)

BEING THE SAME PREMISES which Mary M. Stankiewicz, by deed dated October 13, 1976 and recorded in Deed Book Volume 1699, Page 1207, Berks County Records, granted and conveyed unto David B. Regar and Barbara A. Regar, husband and wife.

AND THE SAID Barbara A. Regar died March 6, 2023 whereupon title to said premises vested in David B. Regar by right of survivorship.

AND THE SAID David B. Regar died on November 23, 2023, leaving a Last Will and Testament duly filed and probated to No. 0623-2076 in the Office of the Register of Wills of Berks County, wherein he did nominate Ronald G. Hawk as Executor, to whom Letters Testamentary were granted on December 14, 2023

SELLER'S PROPERTY DISCLOSURE STATEMENT

Property address: 277 Seidel Street, Reading, PA 19606

Seller: Ronald G. Hawk, Executor of the Estate of David B. Regar

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

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

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

- (1) Seller's expertise. The seller does not possess expertise in contracting, engineering, architecture or other areas related to the construction and conditions of the property and its improvements, except as follows:
- (2) Occupancy. Do you, the seller, currently occupy this property? \_\_\_ Yes X No  
If "no," when did you last occupy the property? \_\_\_\_\_
- (3) Roof.
- (i) Date roof was installed: 2-3 yrs  
Documented? \_\_\_ Yes \_\_\_ No X Unknown
- (ii) Has the roof been replaced or repaired during your ownership?  
X Yes \_\_\_ No  
If "yes," were the existing shingles removed? \_\_\_ Yes \_\_\_ No  
X Unknown
- (iii) Has the roof ever leaked during your ownership? \_\_\_ Yes X No
- (iv) Do you know of any problems with the roof, gutters or downspouts?  
\_\_\_ Yes X No  
Explain any "yes" answers that you give in this section: \_\_\_\_\_

- (4) Basements and crawl spaces (Complete only if applicable).
- (i) Does the property have a sump pump? \_\_\_ Yes \_\_\_ No \_\_\_ Unknown
- (ii) Are you aware of any water leakage, accumulation or dampness within the basement or crawl space?  Yes \_\_\_ No  
 If "yes," describe in detail: Leak through ccm block wall
- (iii) Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space?  Yes \_\_\_ No  
 If "yes," describe the location, extent, date and name of the person who did the repair or control effort: Foundation dug up - Fib against outside wall  
 air & seal inside
- (5) Termites/wood destroying insects, dry rot, pests.
- (i) Are you aware of any termites/wood destroying insects, dry rot or pests affecting the property? \_\_\_ Yes  No
- (ii) Are you aware of any damage to the property caused by termites/wood destroying insects, dry rot or pests? \_\_\_ Yes  No
- (iii) Is your property currently under contract by a licensed pest control company?  Yes \_\_\_ No
- (iv) Are you aware of any termite/pest control reports or treatments for the property in the last five years? \_\_\_ Yes  No  
 Explain any "yes" answers that you give in this section: \_\_\_\_\_
- 
- (6) Structural items.
- (i) Are you aware of any past or present water leakage in the house or other structures? \_\_\_ Yes \_\_\_ No
- (ii) Are you aware of any past or present movement, shifting, deterioration or other problems with walls, foundations or their structural components? \_\_\_ Yes  No
- (iii) Are you aware of any past or present problems with driveways, walkways, patios or retaining walls on the property? \_\_\_ Yes  No  
 Explain any "yes" answers that you give in this section. When explaining efforts to control or repair, please describe the location and extent of the problem and the date and person by whom the work was done, if known:  
 \_\_\_\_\_

- (7) Additions/remodeling. Have you made any additions, structural changes or other alterations to the property? \_\_\_\_\_ Yes  No  
 If "yes," please describe: \_\_\_\_\_
- (8) Water and sewage.
- (i) What is the source of your drinking water?  Public \_\_\_\_\_ Community System \_\_\_\_\_ Well on property \_\_\_\_\_ Other  
 If "other," please explain: \_\_\_\_\_
- (ii) If your drinking water source is not public:  
 When was your water last tested? \_\_\_\_\_  
 What was the result of the test? \_\_\_\_\_  
 Is the pumping system in working order? \_\_\_\_\_ Yes \_\_\_\_\_ No  
 If "no," please explain: \_\_\_\_\_
- (iii) Do you have a softener, filter or other purification system?  
 \_\_\_\_\_ Yes \_\_\_\_\_ No  
 If "yes," is the system: \_\_\_\_\_ Leased \_\_\_\_\_ Owned
- (iv) What is the type of sewage system?  Public sewer \_\_\_\_\_ Private sewer \_\_\_\_\_ Septic tank \_\_\_\_\_ Cesspool \_\_\_\_\_ Other  
 If "other," please explain: \_\_\_\_\_
- (v) Is there a sewage pump? \_\_\_\_\_ Yes \_\_\_\_\_ No  
 If "yes," is it in working order? \_\_\_\_\_ Yes \_\_\_\_\_ No
- (vi) When was the septic system or cesspool last serviced? \_\_\_\_\_
- (vii) Is either the water or sewage system shared? \_\_\_\_\_ Yes \_\_\_\_\_ No  
 If "yes," please explain: \_\_\_\_\_
- (viii) Are you aware of any leaks, backups or other problems relating to any of the plumbing, water and sewage-related items? \_\_\_\_\_ Yes  No  
 If "yes," please explain: \_\_\_\_\_
- (9) Plumbing system.
- (i) Type of plumbing:  Copper \_\_\_\_\_ Galvanized \_\_\_\_\_ Lead \_\_\_\_\_ PVC \_\_\_\_\_ Unknown \_\_\_\_\_ Other  
 If "other," please explain: \_\_\_\_\_

(ii) Are you aware of any problems with any of your plumbing fixtures (including, but not limited to: kitchen, laundry or bathroom fixtures, wet bars, hot water heater, etc.):  Yes  No  
If "yes," please explain: \_\_\_\_\_

(10) Heating and air conditioning.

(i) Type of air condition:  Central electric  Central gas  
 Wall  None  
Number of window units included in sale: \_\_\_\_\_  
Location: \_\_\_\_\_

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

(iii) Type of heating:  Electric  Fuel oil  Natural gas  
 Other  
If "other," please explain: \_\_\_\_\_

(iv) List any areas of the house that are not heated: Attached garage

(v) Type of water heating:  Electric  Gas  Oil  Other  
If "other," please explain: \_\_\_\_\_

(vi) Are you aware of any underground fuel tanks on the property?  
 Yes  No  
If "yes," please explain: \_\_\_\_\_

Are you aware of any problems with any item in this section?  
 Yes  No  
If "yes," please explain: \_\_\_\_\_

(11) Electrical system. Are you aware of any problems or repairs need in the electrical system?  Yes  No  
If "yes," please explain: \_\_\_\_\_

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

(i) Electric garage door opener?  Yes  No  
Number of transmitters? 2

(ii) Smoke detectors? 4  Yes  No  
How many? 4

Location: Kitchen, Bedroom Area Hallway, Family room, utility/heater rooms.  
Heat detectors (3) Kitchen, Bedroom hallway, garage



(iii) Security alarm system?  Yes \_\_\_ No  
 Owned \_\_\_ Leased  
Lease information: \_\_\_\_\_

(iv) Lawn sprinkler? \_\_\_ Yes  No  
Number \_\_\_\_\_ Automatic timer? \_\_\_ Yes \_\_\_ No

(v) \_\_\_ Swimming pool \_\_\_ Pool heater \_\_\_ Spa/hot tub  
List all pool/spa equipment: \_\_\_\_\_

(vi)  Refrigerator  Range \_\_\_ Microwave oven  
 Dishwasher \_\_\_ Trash compactor  Garbage disposal

(vii)  Washer  Dryer

(viii) \_\_\_ Intercom

(ix) \_\_\_ Ceiling fans \_\_\_ Number  
Location: \_\_\_\_\_

(x) Other:  
Are any items in this section in need of repair or replacement?  
\_\_\_ Yes  No \_\_\_ Unknown  
If "yes," please explain: \_\_\_\_\_

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

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

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

NOTE TO BUYER: Your property may be subject to mine subsidence damage. Maps of the counties and mines where mine subsidence damage may occur and mine subsidence insurance are available through:

Department of Environmental protection

Mine Subsidence Insurance Fund

3913 Washington Road

McMurray, PA 15317

(412) 941-7100

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

- (iv) To your knowledge, is this property, or part of it, located in a flood zone or wetlands area? \_\_\_\_\_ Yes  No
- (v) Do you know of any past or present drainage or flooding problems affecting the property? \_\_\_\_\_ Yes  No
- (vi) Do you know of any encroachments, boundary line disputes or easements? \_\_\_\_\_ Yes  No

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

- (vii) Are you aware of any shared or common areas (for example, driveways, bridges, docks, walls, etc.) or maintenance agreements? \_\_\_\_\_ Yes  No  
 Explain any "yes" answers that you give in this section: \_\_\_\_\_

(14) Hazardous substances.

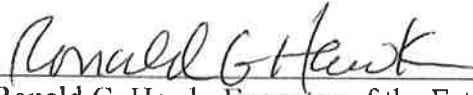
- (1) Are you aware of any underground tanks or hazardous substances present on the property (structure or soil), including, but not limited to, asbestos, polychlorinated biphenyls (PCBs), radon, lead paint, urea-formaldehyde foam insulation (UFFI), etc.? \_\_\_\_\_ Yes  No
- (ii) To your knowledge, has the property been tested for any hazardous substances?  Yes \_\_\_\_\_ No *Radon yrs ago*
- (iii) 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: \_\_\_\_\_

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

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

EXECUTOR, ADMINISTRATOR, TRUSTEE

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

 \_\_\_\_\_ DATE: \_\_\_\_\_  
Ronald G. Hawk, Executor of the Estate of David B. Regar

RECEIPT AND ACKNOWLEDGMENT BY BUYER

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

BUYER \_\_\_\_\_ DATE \_\_\_\_\_  
BUYER \_\_\_\_\_ DATE \_\_\_\_\_  
BUYER \_\_\_\_\_ DATE \_\_\_\_\_