

## CONDITIONS OF SALE

The conditions of the present public sale are as follows:

1. The property to be sold is a tract of land with improvements located thereon, which is known and addressed as 4942 Elizabethtown Road, Manheim, Rapho Township, Lancaster County, Pennsylvania (and identified as Parcel ID No. 540-45427-0-0000), as more fully described on Exhibit A, attached hereto and incorporated herein by reference (the "Property"). The Property is improved with a single-family detached dwelling and related appurtenances.
2. The highest approved bidder shall be the Purchaser upon the Property being struck off to him; and the Purchaser shall immediately thereafter sign the Purchaser's Agreement on these Conditions of Sale, and pay down ten percent (10%) of the Purchase Money, as security for the performance of this Agreement, and such amount shall be paid by check in U.S. Dollars and immediately available funds. If any dispute arises among bidders, the Property shall immediately be put up for renewal of bidding. The Auctioneer may recess the auction and may use discretion with respect to the minimum amount by which the bidding may advance. The Seller reserves the right to withdraw the Property from sale for want of a sufficient bid equal to a reserve price, and without declaring the amount of such reserve price. As used herein, "Purchase Money" shall mean the amount of the bid by the highest approved bidder.
3. Seller shall accept bids from prospective bidder via telephone and online on the following terms and conditions:
  - (a) Online bidders must register on HiBid.com in advance of the auction.
  - (b) Successful bidder (telephone or online) after conclusion of the auction, must drop off deposit check and fully executed Conditions of Sale and Seller's Disclosure at the law office of Barley Snyder (126 East King Street, Lancaster, PA 17602) before 3:00pm on Thursday, October 30, 2025.
  - (c) Failure to comply with paragraph (b) may, at the election of the seller, render this contract null and void and seller shall be authorized to enter into a contract with any third party.
  - (d) Prospective bidder accepts all terms herein.
4. Balance of purchase money shall be paid at settlement to be held in Lancaster County, Pennsylvania at the office of the Purchaser's attorney or title company on or before forty-five (45) days following the date of the auction (unless some other time or place shall hereafter be agreed upon by the Seller and the Purchaser), upon which payment the Seller shall convey to the Purchaser by deed with a fiduciary warranty, prepared at Purchaser's expense, title to said Property, free and clear of all liens and encumbrances not noted in these Conditions, but subject to any existing easements, both visible and recorded, building or use restrictions of record, zoning or land subdivision ordinances, other municipal ordinances, encroachments of any kind within the legal width of public highways, or public utility rights-of-way, as well as all other matters of record to the extent legal and still in full force or effect. Time is of the essence in this Agreement.
5. At Settlement, the Property shall be in substantially the same condition as at present, except for (a) ordinary reasonable wear and tear, (b) damage which occurs after possession has been given to the Purchaser, or (c) any taking by eminent domain or damage by casualty.

6. The Property is zoned Agricultural (A), pursuant to the zoning ordinances of Rapho Township, and has been used as a residence.

7. Formal tender of deed and purchase money are waived.

8. Acknowledgments to deed shall be paid by the Seller, and all required state and local realty transfer taxes shall be paid by the Purchaser.

- a. Real estate taxes shall be apportioned to date of Settlement or prior delivery of possession on a fiscal year basis.
- b. Purchaser shall pay all expenses related to title insurance and all other expenses of the conveyances.

9. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances, gas, electric, heating, plumbing, lighting and water fixtures and systems, and any articles permanently affixed to the Property, including washer, dryer, refrigerator and all window treatments. All appliances at the Property on the date of the auction, as well as personal property, furnishings, and moveable property on the date of settlement are included in the sale and are being sold in their AS-IS, WHERE-IS condition, as further set forth in Paragraph 11, below.

10. Possession shall be given to the Purchaser at Settlement.

11. The Seller reserves the right to reject any or all bids.

12. The Property being sold at this public sale is being sold "AS IS" in its present condition with all faults and without any representations, warranty, express or implied, with respect to the condition thereof, unless otherwise specified herein. This sale is not contingent upon desire of the Purchaser, or requirement of the Purchaser's mortgagee, that there be satisfactory inspections made prior to Settlement. If any corrections are determined to be advisable, or required by any lender, such corrections shall be made at the expense of the Purchaser. No agent or representative of the Seller is authorized to make any statement or representation as to quality, character, or condition of any property offered at this sale, and any representation or statement made by any agent or representative of the Seller will not be binding on the Seller or considered as grounds for any claim, adjustment or rescission of any sale. **IT IS SPECIFICALLY ACKNOWLEDGED THAT PURCHASER SHALL PURCHASE THE PROPERTY SUBJECT TO AND INCLUDING ALL PERSONAL PROPERTY, FURNISHINGS, AND OTHER MOVEABLE PROPERTY LOCATED ON THE PROPERTY AT THE TIME OF SETTLEMENT. SELLER RESERVES THE RIGHT TO REMOVE ANY OR ALL PERSONAL PROPERTY, FURNISHINGS, AND OTHER MOVEABLE PROPERTY LOCATED ON THE PROPERTY PRIOR TO SETTLEMENT IN ITS SOLE DISCRETION. ALL PERSONAL PROPERTY, FURNISHINGS, AND OTHER MOVEABLE PROPERTY LOCATED ON THE PROPERTY AT THE TIME OF SETTLEMENT WILL BE SOLD IN ITS AS-IS, WHERE-IS CONDITION WITH ALL FAULTS.**

- a. The Seller has not had the Property or the interior of any improvements thereon, including the residence, tested for the presence of radon gas or asbestos and as a result makes no representations as to the presence or absence of such gas or material in acceptable or unacceptable levels or quantities. This sale is not conditioned in any way upon satisfactory tests having been made prior to Settlement.
- b. It is understood that the Purchaser has inspected the Property, or hereby waives the right to do so, and has agreed to purchase it as a result of such inspection and not because of or in reliance upon

any representation not included herein, whether made by the Seller or any other representative of the Seller, or by an agent, if any, of the Seller or the Purchaser or both.

13. The Purchaser hereby releases, quitclaims and forever discharges the Seller 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 hazards, environmental hazards, any defects or deficiencies in the septic or water service system, any code violations, or any defects or conditions on the Property. This release shall survive Settlement.

14. **Seller has completed a Lead-Based Paint Disclosure Statement with respect to the Property, and has made it available prior to this sale. The Purchaser further acknowledges that the Purchaser has not received and is not required to receive a Seller's Property Disclosure Statement. The Real Estate Seller Disclosure Law, 68 Pa. C.S.A. Sections 7301 - 7315, exempts transfers by a fiduciary in the course of administration of a decedent's estate, guardianship, conservatorship or trust from the requirement that a seller of residential real estate complete a Seller's Property Disclosure Statement.**

Purchaser's Initials: \_\_\_\_\_

15. The Property is served by private well and septic system.

16. The Purchaser shall be responsible for any written notice served upon the Seller, and for any work done or ordered to be done upon or about the Property, after the date of the Purchaser's Agreement on these Conditions of Sale by any municipal or other public authority. In addition, the Purchaser shall be responsible for obtaining any certifications, inspections or licenses from the appropriate municipal departments that may be required by law, any fees or costs in connection therewith, and any corrections or improvements to the Property required in order to obtain such certifications, inspections or licenses.

17. In case of non-compliance by the Purchaser with these Conditions, the Seller, in addition to all other remedies provided by law, shall have the option either (a) to retain the Purchaser's down money as liquidated damages regardless of whether or not, or on what terms, the Property is resold, or (b) to resell the Property at public or private sale, with or without notice to the present Purchaser or the present Purchaser's sureties (if any) and to retain any advance in price, or hold the present Purchaser and any sureties liable for any loss, resulting from such resale, meanwhile holding the down money paid hereunder as security for or toward payment of any such loss.

18. The Purchaser acknowledges that these Conditions of Sale were available for inspection by the Purchaser prior to the commencement of bidding and sale of the Property, that the Purchaser had an opportunity to review the full Conditions of Sale, and that the Purchaser understands the contents thereof and all terms and conditions under which the Property is being sold, agreeing to be bound by the full terms and conditions as set forth therein. The Purchaser acknowledges that only a summary of the Conditions of Sale was read prior to commencement of bidding on the Property, and that the Purchaser is not relying upon the public reading of the Conditions of Sale as a complete statement of the terms and conditions for sale of the Property.

19. The Purchaser shall bear the risk of loss in the event of casualty or damage to the Property from any cause prior to Settlement and is advised that it may carry insurance on the Property. Seller will maintain present fire insurance coverage until Settlement and in case of loss will credit on account of the purchase price at Settlement any insurance collected or collectable therefore, less any amounts necessary to reimburse Seller for costs incurred in maintaining/repairing the Property as a result of such casualty. In the event of any taking by eminent domain, Purchaser shall be entitled to any proceeds received by Seller for such taking.

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**SELLER:**

**ESTATE OF JUDITH C. NEISS**  
**By: Holly M. Gochnauer, Executrix**

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

Name: Holly Gochnauer

Title: \_\_\_\_\_

**PURCHASER'S**  
**AGREEMENT**

I/We, \_\_\_\_\_, intending to be legally bound, agree to purchase the real estate described in the foregoing Conditions, subject to said Conditions, for the sum of \$ \_\_\_\_\_.

Witness my/our hand/s and seal/s this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Signed in the presence of:

\_\_\_\_\_

Purchaser(s):

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

Print name: \_\_\_\_\_

Telephone Number

\_\_\_\_\_

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

Print name: \_\_\_\_\_

Telephone Number

\_\_\_\_\_

**RECEIPT**

Received of the Purchaser(s) on above date, as down money on account of the above purchase price, the sum of

\$ \_\_\_\_\_.

**SELLER:**

**ESTATE OF JUDITH C. NEISS**

**By: Holly M. Gochnauer, Executrix**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A

Legal Description for Property

ALL THAT CERTAIN PARCEL OF LAND SITUATE ON THE NORTH SIDE OF ELIZABETHTOWN ROAD (L.R. 36001), LOCATED IN THE TOWNSHIP OF RAPHO, COUNTY OF LANCASTER, COMMONWEALTH OF PENNSYLVANIA, BEING KNOWN AS LOT NO. 5, BLOCK "B", AS SHOWN ON A FINAL PLAN OF CHARLES C. KOSER, SECTION VIII RECORDED IN SUBDIVISION PLAN BOOK J-112, PAGE 53.

MORE commonly known as: 550 West Elizabethtown Road, Manheim, Pennsylvania 17545

Prior Recorded Doc. Ref.: Deed: Recorded \_\_\_\_\_; BK \_\_\_\_\_, PG \_\_\_\_\_,  
Doc. No. \_\_\_\_\_

IF THE mineral estate has been severed from the above-described real property, THIS DOCUMENT SHALL/MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE LAND DESCRIBED OR REFERRED 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. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

SUBJECT TO any Restrictions, Conditions, Covenants, Rights, Rights of Way, and Easements now of record;

Together with all and singular the tenements, hereditaments and appurtenances, thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, as well at law as in equity, of, in, and to the same

To have and to hold the said lot or piece of ground described above together with the tenements, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, his heirs and assigns, forever.

And the said Grantor, his heirs, executors and administrators do covenant, promise and agree, to and with the said Grantee, his heirs and assigns, by these presents, that he the said Grantor and his heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, his heirs and assigns, against the said Grantor and his heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under himself or any of them, shall and will warrant and forever defend.

**SELLER'S PROPERTY DISCLOSURE STATEMENT**

Property address: 4942 Elizabethtown Road, Manheim, Rapho Township, Lancaster County, Pennsylvania

Seller: Holly M. Gochnauer, as Executrix for the Estate of Judith C. Neiss, deceased

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. **CLEAN AND GREEN.** Is property enrolled in Clean and Green Program?  yes  no

If "yes," date enrolled: \_\_\_\_\_

2. **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: \_\_\_\_\_

3. **OCCUPANCY.** Do you, the seller, currently occupy this property?  yes  no

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

4. **ROOF.**

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

Documented?  yes  no  unknown

(b) Has the roof been replaced or repaired during your ownership?  yes  no

If "yes," were the existing shingles removed?  yes  no  unknown

(c) Has the roof ever leaked during your ownership?  yes  no

(d) Do you know of any problems with the roof, gutters or downspouts?  yes  no

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

5. **BASEMENTS AND CRAWL SPACES (Complete only if applicable).**

(a) Does the property have a sump pump?  yes  no  unknown

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

yes  no

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

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

yes  no

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

6. **TERMITES/WOOD DESTROYING INSECTS, DRY ROT, PESTS.**

(a) Are you aware of any termites/wood destroying insects, dry rot or pests affecting the property?  yes  no

(b) Are you aware of any damage to the property caused by termites/wood destroying insects, dry rot or pest?  yes  no

(c) Is your property currently under contract by a licensed pest control company?  yes  no

(d) Are you aware of any termite/pest control reports or treatments for the property in the last five years?  yes  no

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

7. **STRUCTURAL ITEMS.**

- (a) Are you aware of any past or present water leakage in the house or other structures?  yes  no
- (b) Are you aware of any past or present movement, shifting, deterioration or other problems with walls, foundations or other structural components?  
 yes  no
- (c) Are you aware of any past or present problems with driveways, walkways, patios or retaining walls on the property?  yes  no

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: \_\_\_\_\_

8. **ADDITIONS/REMODELING.** Have you made any additions, structural changes or other alterations to the property?  yes  no

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

9. **WATER AND SEWAGE.**

- (a) What is the source of your drinking water?  public  community system  well on property  other

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

- (b) If your drinking water source is not public:

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

What was the result of the test? \_\_\_\_\_

- Is the pumping system in working order?  yes  no

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

- (c) Do you have a softener, filter or other purification system?  yes  no

If "yes," is the system:  leased  owned

- (d) What is the type of sewage system?  public sewer  private sewer  septic tank  cesspool  other

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

- (e) If sewage system is on lot, is there specific approval from applicable governmental body for its continued use?  yes  no

- (f) Is there a sewage pump?  yes  no

If "yes," is it in working order?  yes  no

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

- (h) Is either the water or sewage system shared?  yes  no

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

- (i) 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: \_\_\_\_\_

10. **PLUMBING SYSTEM.**

- (a) Type of plumbing:  copper  galvanized  lead  PVC  unknown  other

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

- (b) Are you aware of any problems with any of your plumbing fixtures (including, but not limited to: kitchen, laundry or bathroom fixtures, wet bars, hot water heater, etc.)?  yes  no

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

11. **HEATING AND AIR CONDITIONING.**

- (a) Type of air conditioning  central electric  central gas  wall  none

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

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

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

- (c) Type of Heating:  electric  fuel oil  natural gas  other

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

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

- (e) Type of water heating:  electric  gas  solar  other

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

- (f) Are you aware of any underground fuel tanks on the property?  yes  no

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

Are you aware of any problems with any item in this section?  yes  no

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

12. **ELECTRICAL SYSTEM.** Are you aware of any problems or repairs needed in the electrical system?  yes  no

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

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

- (a)  Electric garage door opener Number of transmitters \_\_\_\_\_
  - (b)  Smoke detectors How many? \_\_\_\_\_ Location: \_\_\_\_\_
  - (c)  Security alarm system  owned  leased Lease information: \_\_\_\_\_
  - (d)  Lawn sprinkler Number \_\_\_\_\_ Automatic timer
  - (e)  Swimming pool Pool heater  Spa/hot tub
- List all pool/spa equipment: \_\_\_\_\_
- (f)  Refrigerator  Range  Microwave oven  Dishwasher  Trash compactor  Garbage disposal
  - (g)  Washer  Dryer
  - (h)  Intercom
  - (i)  Ceiling fans Number \_\_\_\_\_ Location: \_\_\_\_\_
  - (j) Other: \_\_\_\_\_

Are any items in this section in need of repair or replacement:  yes  no  unknown

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

14. LAND (SOILS, DRAINAGE AND BOUNDARIES).

- (a) Are you aware of any fill or expansive soil on the property?  yes  no
- (b) Are you aware of any sliding, settling, earth movement, upheaval, subsidence or earth stability problems that have occurred on or that affect the property?  yes  no

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

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 MINE SUBSIDENCE INSURANCE FUND  
 3913 WASHINGTON ROAD  
 McMURRAY, PA 15317  
 412-941-7100

- (c) Are you aware of any existing or proposed mining, strip mining or any other excavations that might affect this property?  
 yes  no
- (d) To your knowledge, is this property, or part of it, located in a flood zone or wetlands area?  yes  no
- (e) Do you know of any past or present drainage or flooding problems affecting the property?  yes  no
- (f) Do you know of any encroachments, boundary line disputes or easements?  yes  no

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

- (g) Are you aware of any shared or common areas (for example, driveways, bridges, docks, walls, etc.) or maintenance agreements?  
 yes  no

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

15. HAZARDOUS SUBSTANCES.

- (a) Are you aware of any underground tanks or hazardous substances present on the property (structure or soil), including, but not limited to, asbestos, polychlorinated biphenyls (PCBs), radon, lead paint, urea-formaldehyde foam insulation (UFFI), etc.?  yes  no
- (b) To your knowledge, has the property been tested for any hazardous substances?  yes  no
- (c) Do you know of any other environmental concerns that might impact upon the property?  yes  no

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

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

Type:  condominium\*  cooperative  homeowners association  other

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

**NOTICE REGARDING CONDOMINIUMS AND COOPERATIVES:**

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

**17. STORM WATER FACILITIES.**

- (a) Do you know of the location and condition of any basin, pond, ditch, drain, swale, culvert, pipe or other manmade feature of the land that temporarily or permanently conveys or manages storm water for the property?  yes  no
- (b) If the answer to (a) is yes, is the owner of this property responsible for the ongoing maintenance of the storm water facility?  yes  no  unknown

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

**18. MISCELLANEOUS.**

- (a) Are you aware of any existing or threatened legal action affecting the property?  yes  no
- (b) Do you know of any violations of federal, state or local laws or regulations relating to this property?:  yes  no
- (c) Are you aware of any public improvement, condominium or homeowner association assessments against the property that remain unpaid or of any violations of zoning, housing, building, safety or fire ordinances that remain uncorrected?  yes  no
- (d) Are you aware of any judgment, encumbrance, lien (for example, co-maker or equity loan) or other debt against this property that cannot be satisfied by the proceeds of this sale?  yes  no
- (e) Are you aware of any reason, including a defect in title, that would prevent you from giving a warranty deed or conveying title to the property?  yes  no
- (f) Are you aware of any material defects to the property, dwelling or fixtures which are not disclosed elsewhere on this form?  yes  no

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

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

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:**

Holly Gochnauer Date: 9/22/2025  
Signature

Holly M. Gochnauer, as Executrix for the Estate of Judith C. Neiss, deceased  
Print Name

**EXECUTOR, ADMINISTRATOR, TRUSTEE**

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

\_\_\_\_\_  
Signature Date: \_\_\_\_\_  
Holly M. Gochnauer, as Executrix for the Estate of Judith C. Neiss, deceased  
Print Name

**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 sale contract, the buyer is purchasing this property in its present condition. It is the buyer's responsibility to satisfy himself or herself as to the condition of the property. The buyer may request that the property be inspected, at the buyer's expense and by qualified professionals, to determine the condition of the structure or its components.

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**Date:** \_\_\_\_\_

