## 69.8 ACRE FARM PUBLIC AUCTION

HOUSE | BARN | SHED | PERSONAL PROPERTY

PERRY COUNTY



4534 Raccoon Valley Rd. | Millerstown, PA 17062

Directions: From US 322/22 Millerstown exit, take W Juniata Parkway/S Market St for .5 miles and turn left onto PA-17 W. Go 6 miles to property on right. From PA 74 in Ickesburg, take PA-17 E for 6.8 miles to property on left

### PROPERTY FEATURES

- 69.79 Acre Farm in Scenic Raccoon Valley
- 52 +/- Acres of tillable land
- 12+/- acres of woods woodland
- Soil: Calvin-Berks shaly silt loams, Laidig channery loam
- Raccoon Creek, a stocked trout stream, in addition to a spring-fed stream
- Excellent hunting opportunities with enclosed tree stands overlooking fields
- Large bank barn for storage, livestock, or agricultural use
- 20' x 90' two-story chicken house
- 14' x 78' single-story chicken house
- 40' x 75' shed for equipment and storage
- 6-bedroom, 2-bath home farmhouse (2,960 sq. ft.)
- Attached 2-car garage with heat
- Additional outbuildings, including a summer kitchen

#### OPEN HOUSE

Sat. March 29, 3-5 pm & Sat April 5, 1-3 pm For a private tour call: Gerald 717-582-6589 Meryl 717-629-6036 DATE Saturday, APRIL 19, 2025

Personal Property
@ 10 am
Real Estate
@ 12:00 Noon

## **TERMS**

\$70,000 down payment on the day of the auction. Settlement on or before May 30, 2025. 2% transfer tax to be paid by the buyer. Real estate taxes to be prorated from settlement day. Annual Taxes \$5,299.00.

Contact us for quick, convenient financing options, including down payment and bridge loans.

All information is deemed accurate but not guaranteed

AUCTIONEER REMARKS With approximately 52 acres of tillable land, this property offers excellent agriculture and recreational opportunities. A spring-fed creek and the Raccoon Creek, a stocked trout stream adds to the beauty and usefulness of the wooded portions. Enjoy superb hunting with 12 acres of woodland and enclosed tree stands. With land on both side of Raccoon Valley Rd, it also offers subdivision potential. Whether for farming, hunting, or relaxation, this exceptional property offers endless possibilities!



AUCTIONEER

J. Meryl Stoltzfus AU#005403 Ph 717-629-6036



















### FARM EQUIPMENT

Oliver 270 manure spreader, Oliver 10' drill, Oliver 2 bottom plow, Oliver walk behind plow, unmarked walk behind plow, flatbed wagon, sickle bar mower, disc, harrow, potato plow, 250 gal fuel tank w/ handpump, Polaris 250 Trailboss R/ES ATV, parts four wheeler, 8x10 trailer w/title, Star hog feeder, chicken feeders, incubator, egg washer, nesting boxes, aluminum dog crate, jars of bird shot.

## TOOLS

aluminum brake model # 1050, 6' scaffolding, IMS 6" jointer, band saw, shopvac, Black & Decker chopsaw, garden tools, gas cans, antique oil cans, Coleman oil heaters, kero heaters, Ironrite 75 ironer, wooden rake, wheat cradle, aluminum ext ladder, chain binders, chains, misc hardware and bins, magnetic sweeper, Mitee fence charger, Vise.

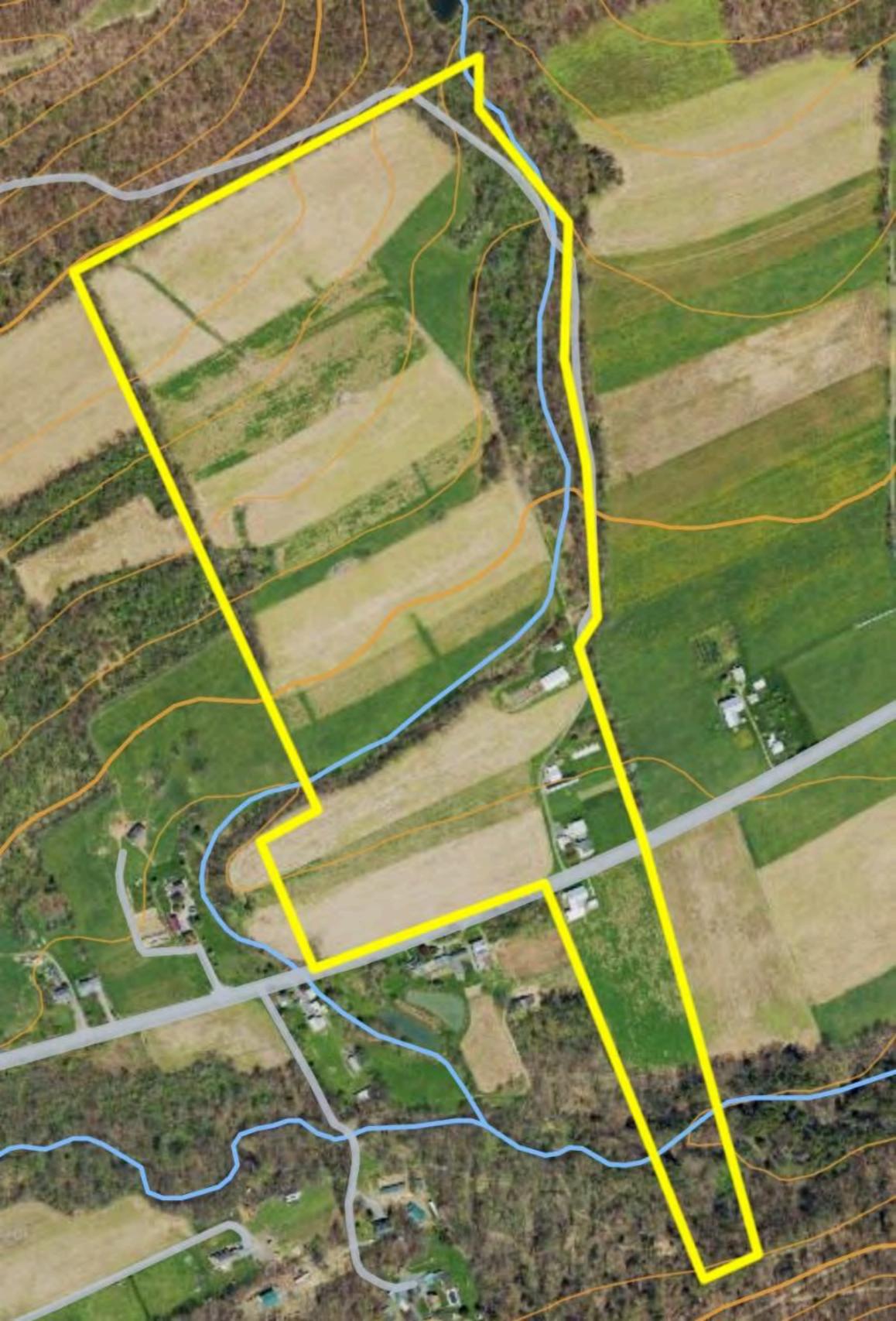
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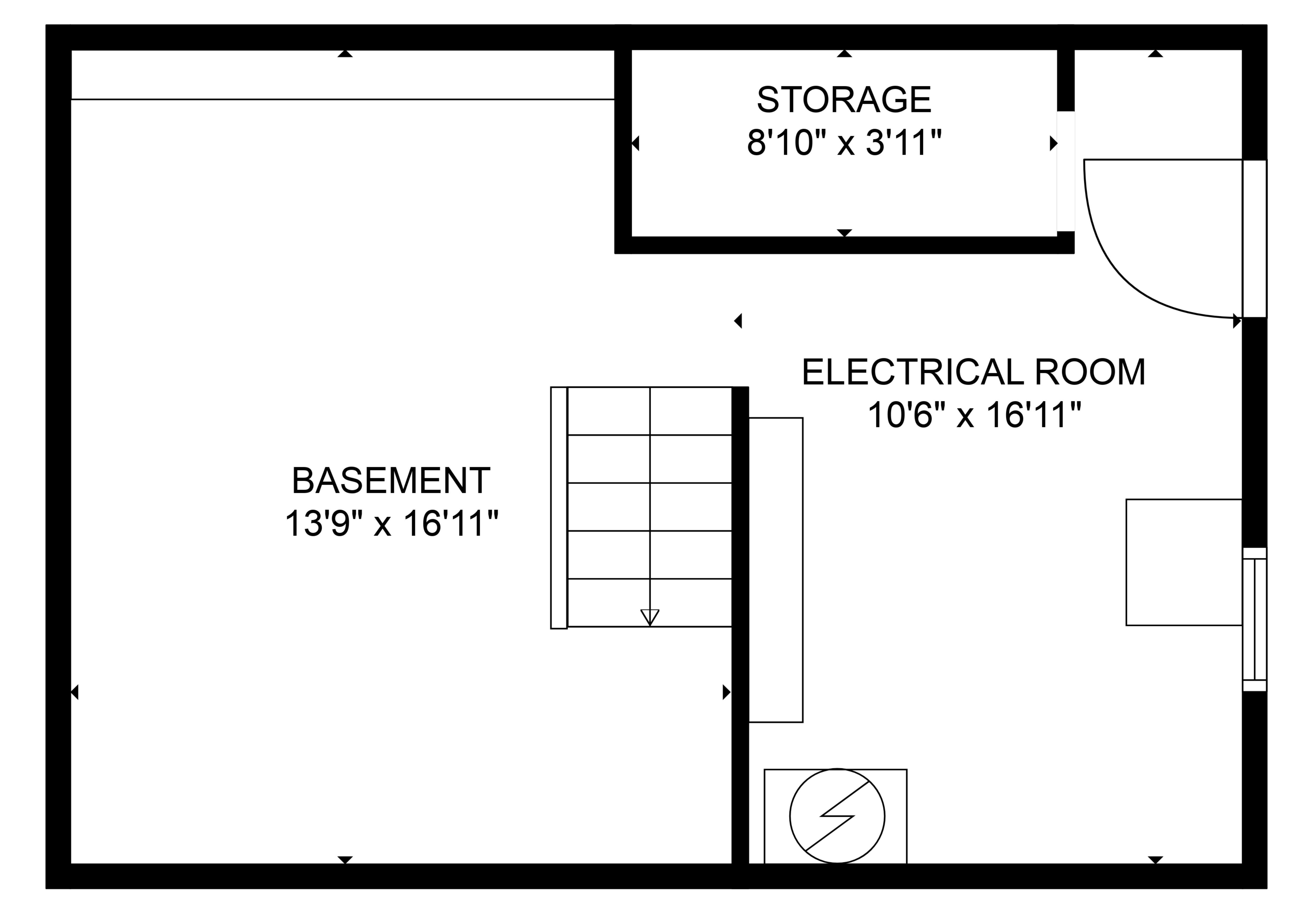
### LAWN & GARDEN

Cub Cadet IH 782 garden tractor 50", Cadet 1440 garden tractor 42", Huskee garden tractor w/ rear hitch 46", North Star 15 gal lawn sprayer, Atlas front tine rototiller, Cooper edger, Cambell Hausfeld pressure washer, hand seeder, water hand pump, milk cans, wooden doors, cast iron bathtub, ½" & ½" plyboard OSB, rough cut lumber, misc lumber.

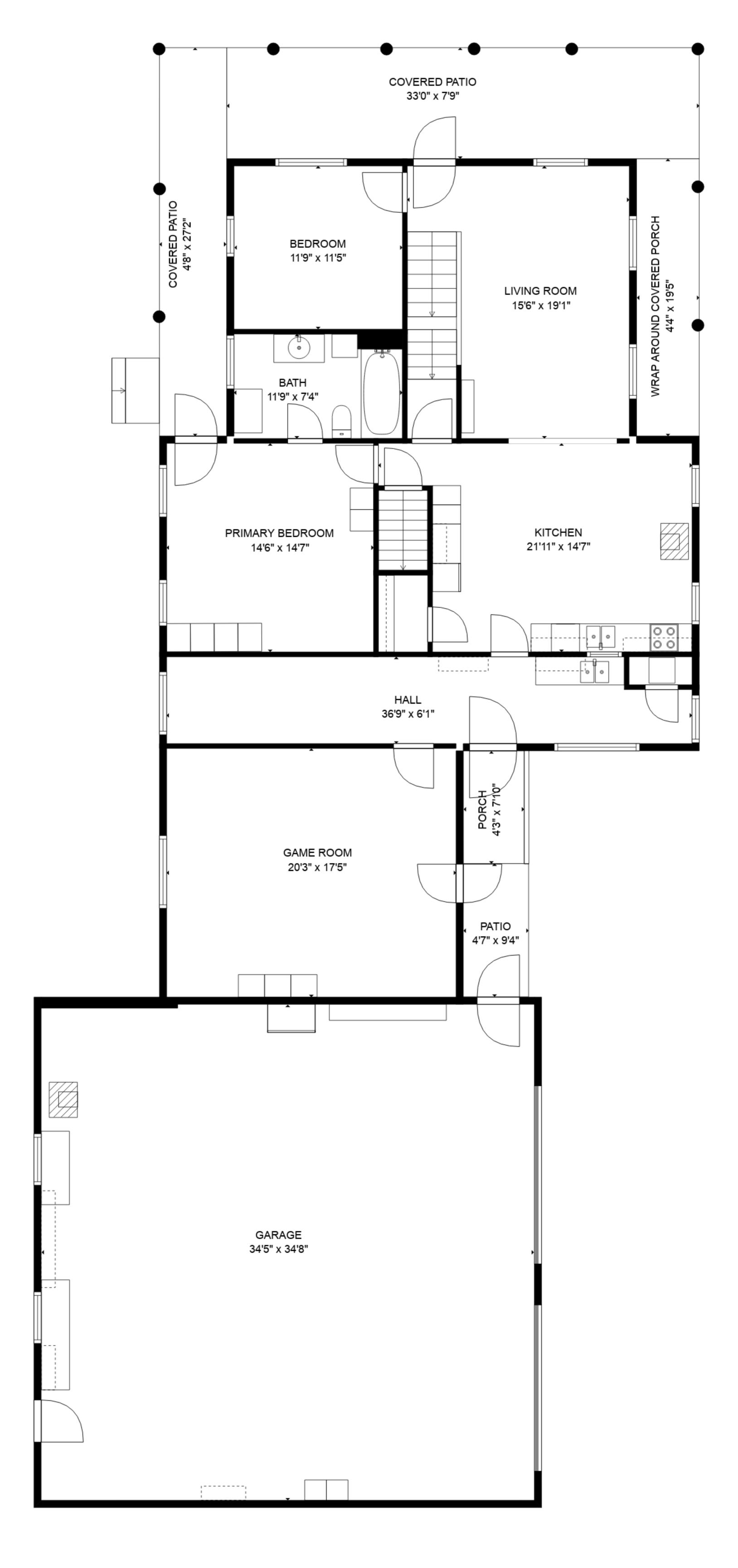
### **FURNITURE**

sofa, recliner chair, rockers, 2 mantle clocks, wall clock, end table, hall table, wardrobe, cabinets, full size bed, several hutches, dining room table, glass display case, electric hospital bed w/ remote, Norge wringer washer, Singer sewing machine.

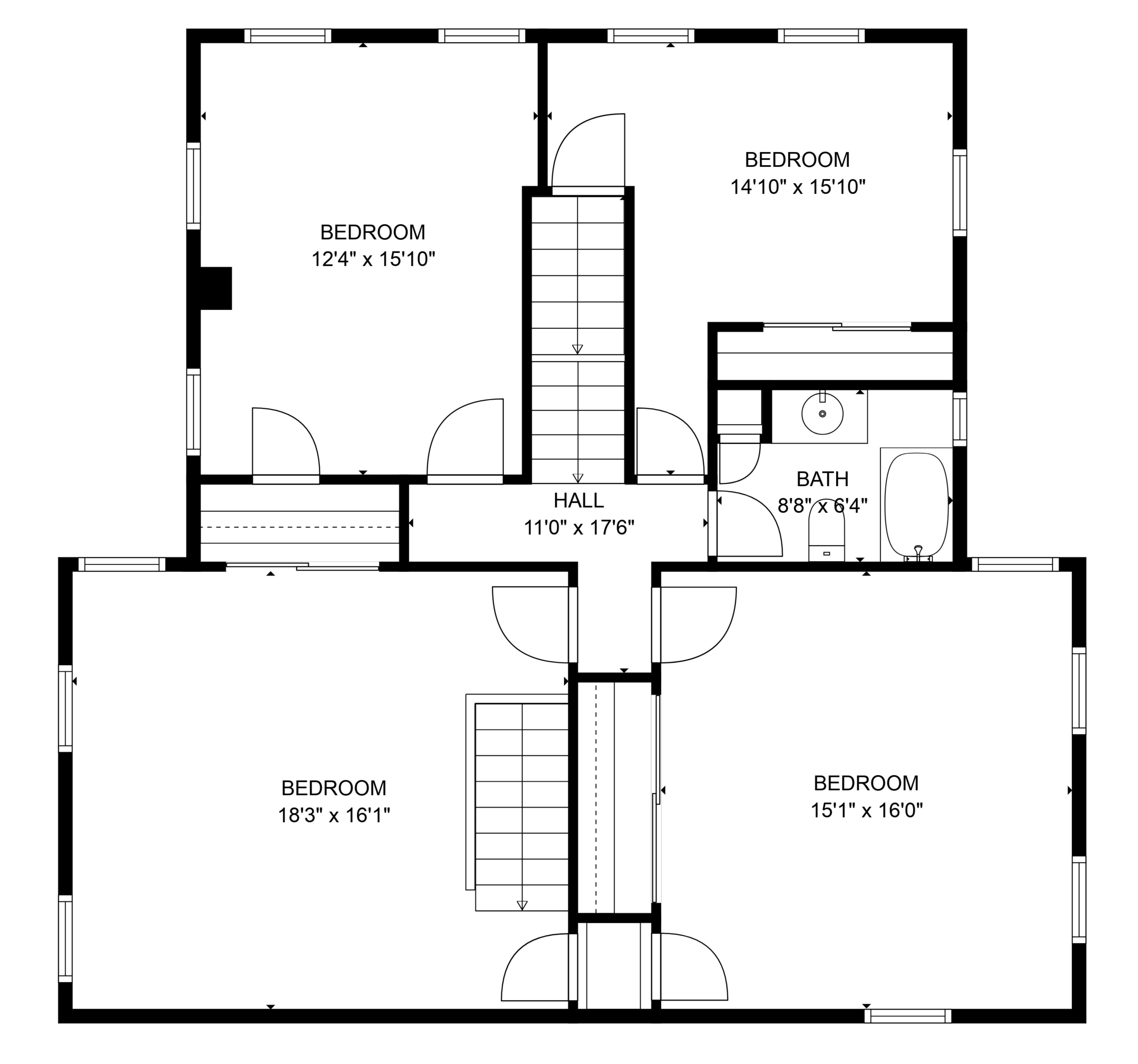




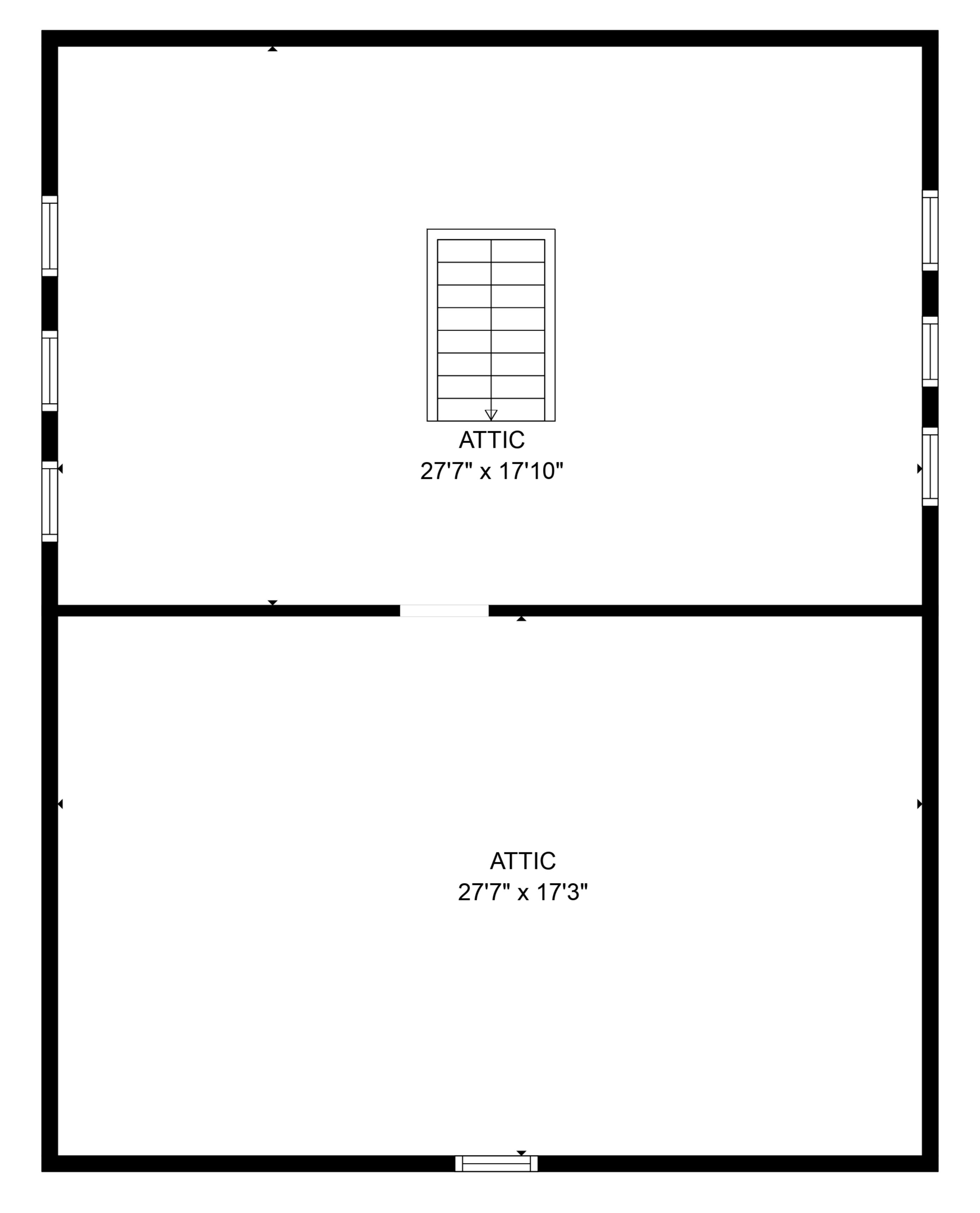
BELOW GROUND: 0 sq. ft, FLOOR 2: 1666 sq. ft, FLOOR 3: 1127 sq. ft, FLOOR 4: 0 sq. ft EXCLUDED AREAS: BASEMENT: 228 sq. ft, STORAGE: 38 sq. ft, ELECTRICAL ROOM: 146 sq. ft, GARAGE: 1195 sq. ft, PORCH: 34 sq. ft, COVERED PATIO: 384 sq. ft, PATIO: 43 sq. ft, WRAP AROUND COVERED PORCH: 85 sq. ft, LOW CEILING: 666 sq. ft, ATTIC: 314 sq. ft



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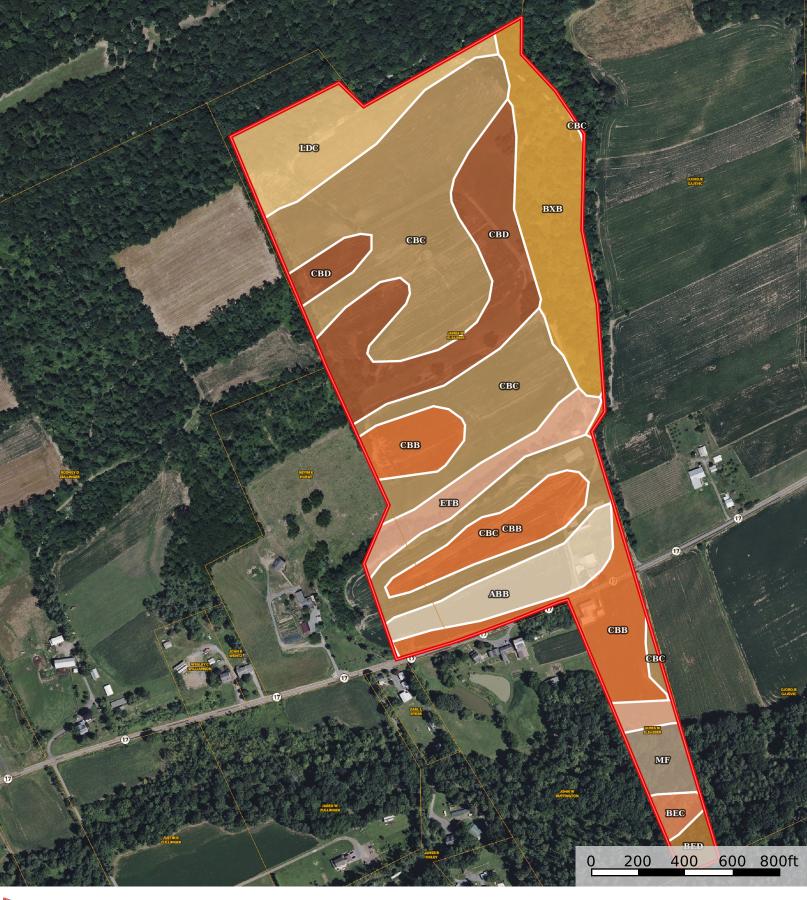


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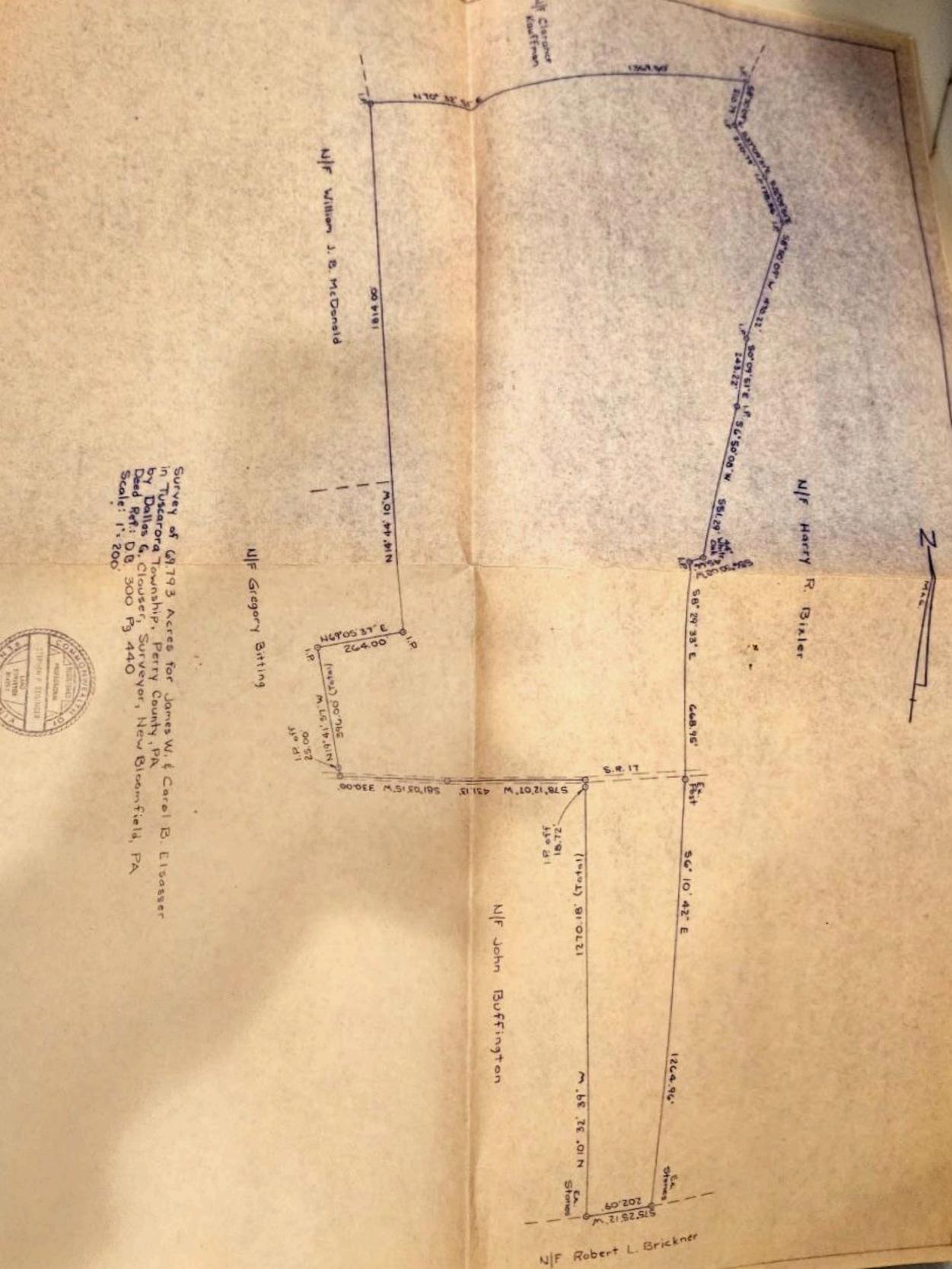


Boundary

## | Boundary 70.79 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	СРІ	NCCPI	CAP
CbC	Calvin-Berks shaly silt loams, 8 to 15 percent slopes	25.97	36.69	0	40	3e
CbD	Calvin-Berks shaly silt loams, 15 to 25 percent slopes	10.32	14.58	0	35	4e
CbB	Calvin-Berks shaly silt loams, 3 to 8 percent slopes	10.21	14.42	0	43	2e
BxB	Buchanan channery loam, 0 to 8 percent slopes, extremely stony	7.88	11.13	0	34	6s
LdC	Laidig channery loam, 8 to 15 percent slopes	5.73	8.09	0	41	3e
AbB	Albrights silt loam, 3 to 8 percent slopes	3.91	5.52	0	48	2e
EtB	Ernest silt loam, 3 to 8 percent slopes	3.74	5.28	0	50	2e
Mf	Middlebury soils	1.54	2.18	0	42	2w
BeD	Berks channery silt loam, 15 to 25 percent slopes	0.79	1.12	0	35	4e
BeC	Berks channery silt loam, 8 to 15 percent slopes	0.7	0.99	0	43	3e
TOTALS		70.79( *)	100%	-	40.1	3.22

<sup>(\*)</sup> Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.



## This

PRO DEC 3 PM 3

MADE THE 3rd day of our Lord one thousand nine hundred eighty (1980)

December

in the year

BETWEEN DEAN A. ELSASSER and MARJORIE J. ELSASSER, his wife, of Greenwood Township, Perry County, Pennsylvania,

Grantor 8

and JAMES W. ELSASSER and CAROL B. ELSASSER, his wife, of Tuscarora Township, Perry County, Pennsylvania,

affidamit Eiled

Grantee 8:

WITNESSETH, that in consideration of ONE (\$1.00)--

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in hand paid, the receipt whereof is hereby acknowledged, the said grantom do hereby grant and convey to the said grantees, their heirs and assigns, as tenants by the entireties,

ALL those four certain tracts of land situate in Tuscarora Township, Perry County, Pennsylvania, more particularly bounded and described as follows, to wit:

TRACT NO. 1: BOUNDED on the north by lands conveyed by W. W. Goodling, et ux, to Harry S. Reisinger and Margaret A. Reisinger, his wife, now designated as Tract No. 3 in this deed; on the east by lands now or late of Harry Bixler; on the south by lands now or late of Dewey Sweger; and on the west by lands now or late of MacDonald Sheaffer and others, containing 28 acres, more or less.

TRACT NO. 2: BEGINNING at a stone in the public road on State Highway leading from Millerstown to Ickesburg; thence by lands now or late of Dewey Sweger, south 15 degrees east 76 rods to a stake and stone; thence by lands now or late of MacDonald Sheaffer, north 68 degrees east 12.64 rods to a stake and stone; thence by lands now or late of Harry Bixler, north 10 degrees west 76.84 rods to stones in the said road; thence along the said road, south 73 degrees west 18.1 rods to the place of BEGINNING, containing 7 acres 42 perches net measure.

TRACT NO. 3: BOUNDED on the north by lands now or late of Glenn Scholl; on the east by lands now or late of Harry Bixler; on the south by Tract No. 1 hereinabove described; and on the west by lands now or late of MacDonald Sheaffer and William McDonald, containing 29 acres, more or less.

TRACT NO. 4: BEGINNING at a point in the State Highway leading from Millerstown to Ickesburg; thence south 80 degrees west 10 perches to a point; thence by lands now or late of MacDonald Sheaffer, north 22 degrees west 23.92 perches to a stake and north 64½ degrees east 15.16 perches to a stake; thence by lands now or late of Harry S. Reisinger being herein conveyed, south 13 degrees east 26.92 perches to the place of BEGINNING, containing 1 acre 154 perches, more or less.

BEING the same four pieces, parcels or tracts of land conveyed by Harry S. Reisinger and Margaret A. Reisinger, his wife, to James W. Elsasser and Carol B. Elsasser, his wife, and Dean A. Elsasser and Marjorie J. Elsasser, his wife, by deed dated April 17, 1962, and recorded in Perry County Deed Book 171, page 101.

Tract No. 1 and Tract No. 2 are subject to the right of way for a certain woods road leading from the State Highway to the woodland which adjoins this property on the north side thereof.

It is the intent of the Grantors herein to convey their undivided one-half interest in the subject premises to James W. Elsasser and Carol B. Elsasser, his wife, thereby vesting fee simple title to the subject premises in the said James W. Elsasser and Carol B. Elsasser, his wife.

**DEED BK. 300 PAGE 440** 

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a.	/	
1/0	APPLICATION	
/ (	Use Value Assessment of Farm Land and Fores Land Under Act 156 of 1998 - Clean and Green	t

NSTRUCTIONS

PA Department of Agriculture Form AAO-82

OFFICIAL USE ONLY	
Agricultural Use Record Book 3C	0
Agricultural Reserve	\$3,0
Forest Reserve Reserve Reserved Reserve	ument Stam

David I masee, Recorder Date 10/16/2000 Time 08:45:31 1 of 2 Pas No: 2000-00029158 GEN Book 1308 Page 190

#### PERRY COUNTY, PENNSYLVANIA

Any questions regarding the proper completion of this application are to be directed to the Perry County Assessment Office by calling (717) 582-2131, Ext. 4115.

Disapproved

- This application must be completed and executed by all owners of the property for which application is being made. Should the property be titled in the name of a corporation, the application must be executed by the individual authorized by corporate resolution to do so. Should the property be titled to an entity other than a corporation, the application must be executed by an individual duly authorized to act on behalf of that entity. A copy of the appropriate corporate resolution or authorization must be attached to this
- All signatures on this application must be notarized. This application may be filed in person or by mail with the Perry County Assessment Office, County Veterana Memorial Bidg., 25 West Main Street, P. O. Box 37, New Bloomfield, Pennsylvania 17068.
- Act 319 of 1974 was amended by Act 156 of 1998, and requires that this application be RECEIVED by the Assessment Office on or before June 1st of the year immediately preceding the tax year for which the property owner wants to enroll the property. Exception: In a year when a county implements a county-wide reassessment, or a county-wide reassessment of enrolled land, the application deadline shall be extended to either a date 30 days after the final order of the county Board of Assessment Appeals, or by October 15 of the same year, whichever date is sooner. This deadline is applicable regardless of whether judicial review of the order is sought.
- A one-time application and recording fee of \$65.50 must be remitted with this application, payable to The County of Perry.
- If the landowner changes the use to an ineligible use, the roll-back tax, plus six percent interest (compounded annually) will be charged against all parcels/deeds included in the application. Landowners who request any portion of their land to be declared ineligible for *Use Value* assessment must attach a site map showing the location and boundaries of the proposed ineligible land.
- Qualification for enrollment of your property into the Clean and Green preferential assessment program is determined by meeting the minimum requirements established for any one of three land use categories. Agricultural Use, Agricultural Reserve, or Forest Reserve. The specific eligibility requirements are described in the Perry County Clean and Green booklet. "Understanding the Clean and Green Program." The program is administered by the county. ALL QUESTIONS MUST BE ANSWERED. You may attach separate explanatory sheets should you feel your responses require additional detail.

This application compiles with the uniform standards developed for use value assessment applications by the Commonwealth of Pennsylvania, Department of Agriculture - Form AAC-82. For more information, refer to Act 156 of 1998 and the Department of Agriculture's Rules and Regulations. You may obtain these documents from the Department of Agriculture.

de fa	Property Identification Number (district, map, an	d parcell		Daytime Telephone
	260-033-00-004	- 000		( 1
	Last Name (individual or entity representative)	First	Initial	Home Telephone
o W		AMES	$\omega$ .	(7/7) 589-35-85
	Last Name (individual or entity representative)	First	Initial	Land for which application is being
N E		CAROL	B.	made is owned by (/):
R	ELSASSER  Last Name (individual or entity representative)	First	Initial	a individual
$V_{0}$	Past Matthe fuldividual or criefly representatives			Partnership Corporation
$\mathbf{I}^{\prime \prime}$	Last Name (individual or entity representative)	First	lnitial	Partnership Corporation Institution 25 26 27 28 20 Coopers (IVE
N	Last Name (individual or entity representative)			Cooperative Other/(explain)
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O R	Entity: partnership, corporation, institution, co	operative, or other	r name (if applicable)	(S. V. ) 20 (S. W.)
O R M	Entity: partnership, corporation, institution, co	operative, or other	r name (if applicable)	23 23
O R M A	Mailing Address - Street	operative, or other	r name (if applicable)	(S. V. ) 20 (S. W.)
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O R M A T I	Mailing Address - Street  RD   Box (9.7)  Mailing Address - City, State, ZIP			(S. V. ) 20 (S. W.)
O R M A T I O N	Mailing Address - Street  RD Box G  Mailing Address - City, State, ZIP  M(LLE RS To WN	operative, or other	17062	Tax Office S
ORMATION	Mailing Address - Street  RD Box G  Mailing Address - City, State, ZIP  M(LLE RS To WN			School District
ORMATION	Mailing Address - Street  RD   Box (9.7)  Mailing Address - City, State, ZIP	PA.	17062	Tax Office S

Date 10/16/2000 Time 08:45:31 2 of 2 Pas No: 2000-00029158 GEN Book 1308 Page List the total number of acres represented on this application (if known). 2. Is the land currently assessed under Act 515 (1965 P.L. 1292, No. 515)(16 P.S. § 11941 et seq.)? 3. is the land in this application leased for minerals? \_\_\_Yes \_\_\_No Under which category do you intend to apply (check all that apply)? Agricultural Use (Land in agricultural production for at least three years preceding the application for use-value assessment, and is either (1) comprised of 10 or more contiguous acres or (2) if less than 10 acres, is an individual tract of land contiguous to an eligible tract of land 10 acres or more in size or has anticipated yearly gross agricultural production income of at least \$2,000.) Agricultural Reserve (Land that is open space land. In order to qualify, the land must be at least 10 contiguous acres in area, non-D commercial, and must be open to the public for outdoor recreation or enjoyment of the land's scenic or natural beauty. The owner may not charge for public access to his or her property.) Forest Reserve (Land that is presently stocked with trees such that the land is capable of producing annual growth of 25 cubic feet per acre, and the land is ether (1) comprised of 10 or more contiguous acres, (2) if less than 10 acres, is an individual tract of land contiguous to an eligible tract of land 10 acres or more in size, or (3) if less than 10 contiguous acres, is used as a farm woodlot and adjoins land that is in agricultural use and has the same owner as the farm woodlot.) N F If you have documentation supporting soil types or timber types, such as a conservation plan or a forestry management plan, please supply 0 copes of this information with your application. This is not, however, a requirement for submitting an application. 6. For any additional land you own which might be eligible for use-value assessment, but for which you do not intend to apply, list amount of Has the land represented on this application been actively devoted to agricultural use for the past three (3) years? 
Yes No Agricultural use is defined as "land which is used for the purpose of producing an agricultural commodity or is devoted to and meets the requirements and qualifications for payments or other compensation pursuant to a soil conservation program under an agreement with an agency of the Federal government (at least \$1% of tillable land must be farmed)." 7. The applicant for use-value assessment hereby agrees, if the application is approved for use-value assessment, to submit 30 days written notice to the County Assessor of a proposed change in use of the land, a change in ownership of any portion of the land, any type of division or conveyance of the land, or commencement of direct commercial sales of agriculturally-related products and activities on the enrolled land. The applicant for use-value assessment acknowledges that, if the application is approved for usevalue assessment, it will remain in effect continuously until the land owner changes the use from the approved category or until an ineligible split or separation occurs. At that time, a roll-back tax, plus interest (72P.S. § 5490.5a) shall be paid for a period not to exceed seven (7) years. All owners of record must sign this application in the presence of a notary. The undersigned declares that this application, including all accompanying schedules and statements, has been examined by him, and to the best of his knowledge and belief is true and correct. G omes N wner Signature (individual) A Т + Garol B U Owner Signature (individual R 9 Owner Signature (individual) Date Owner Signature (individual) Date Date Officer Signature (Entity: partnership, corporation, institution, cooperative, or other) COMMONWEALTH OF PENNSYLVANIA: COUNTY OF PERRY . 20 <u>00</u>, before me, a Notary Public, the herein signed, did personally CAROL ELSASSER. "。1854年 known to me (or satisfactorily proven) to be on whose name less worn and subscribed and executed the same for the purposes therein contained. in with the which is have hereunto set my hand and notarial scal. Notary Public: Car & Mayer Carol L. Moyer, Notary Public Tuscarora Twp., Perry County My Commission Expires Aug. 16, 2003

mmission Expires:

Notary Pipase attach additional Member, Pennsylvania Association of Notaries

## SELLERS PROPERTY DISCLOSURE STATEMENT

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. The fact that a structural element, system or subsystem is near, at or beyond the end of its normal useful life is not by itself a material defect.

1.	SELLER'S EXPERTISE: Seller does not possess expertise in contracting, engineering, architecture or other areas related to the construction and conditions of the Premises and its
	improvements except as follows:  Seller is an Executor and is selling the property "AS IS"  without warnanties, express or implied.  OCCUPANCY: Do you, Seller, currently occupy this property? Yes
	without warranties, express or implied.
2.	OCCUPANCY: Do you, Seller, currently occupy this property? Yes No
	If "no", when did you last occupy the property?
3.	ROOF:
	(a) Date roof installed: 10 to 15 years Documented? Yes X No
	(b) Has the roof been replaced or repaired during your ownership? Yes No N/A
	(a) Date roof installed: 10 to 15 years Documented? Yes X No (b) Has the roof been replaced or repaired during your ownership? Yes No N/A  If yes, were the existing shingles removed? Yes No N/A No leaks (c) Has the roof ever leaked during your ownership? Yes No N/A No leaks
	(c) Has the roof ever leaked during your ownership? Yes No N/A No leaks
	(d) Do you know of any problems with the roof gutters or down spouts? Yes _X No
	Explain any "yes" answers that you give in this section:
	X-
4.	DACEMENTS AND CDAYN CDACES (Complete only if and inchin)
4.	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: Heavy rain
	(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: All I Know is
	the owners constructed a smale in the yard
	but it had minimal results,
	out it had within a

5.	TERMITES/WOOD DESTROYING INSECTS, DRYROT, PESTS:  (a) Are you aware of any termites/wood destroying insects, dry-rot or pests affecting the
	property? Yes No  (b) Are you aware of any damage to the property caused by termites/wood destroying insects, dry-rot or pests? Yes No
	(c) Is the Premises currently under contract by a licensed pest control company?  Yes X 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:
6.	STRUCTURAL ITEMS:
	(a) Are you aware of any past or present water leakage in the house or other structures?  Yes No See #4 regarding basemens.
	(b) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, or other structural components? Deterioration of cider Yes No block in Chicken house (c) Are you aware of any past or present problems with driveways, walkways, patios, or retaining
	(c) Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls on the Premises? Yes X No
	Explain any "yes" answers that you give in this section. When explaining efforts to control or repair, please describe the location and extent of the problem and the date and person by whom the work was done if known:
7.	ADDITIONS / REMODELS: Have you made any additions, structural changes, or other tions to the Premises? Yes No If "yes", describe:
ancia	mons to the Fielmses? Tes Two II yes , describe.
8.	WATER AND SEWAGE:
	(a) What is the source of your drinking water? X Well on Property Public Water  Community Water System Other (explain):
	If public, water service provider is  (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? X Yes No. If "no", explain:
	New foot value (check value) & pipes.
	(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  X Septic Tank Cesspool Other (explain):
	If public, sewage service provider is
	If "yes", is it in working order? Yes No (f) When was the septic system or cesspool last serviced? Mroum for certain
	but I may be 15 or 20 years.

	<ul> <li>(g) Is either the water or sewage system shared?YesXNo. If "yes", explain:</li> <li>(h) Are you aware of any leaks, backups or other problems relating to any of the plumbing, water and sewage-related items?YesXNo. If "yes", explain:</li> </ul>
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 bathroom 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 of window units included in sale, if any: (b) List any areas of the house that are not air-conditioned: Entire house (c) Type of heating: Electric Fuel Oil Natural Gas Other (explain): Electric Fuel Oil Natural Gas Other (explain): Comps up stairs that are not heated: not heated not heated (e) Type of water heating: Electric Gas Solar Other (explain):
	(f) Are you aware of any underground fuel tanks on the property? Yes _X No If "yes", describe:  (g) Are you aware of any problems with any item in this section? Yes _X No If "yes", explain:
11.	ELECTRICAL SYSTEM:  (a) Are you aware of any problems or repairs needed in the electrical system?  Yes No. If "yes," explain:
	(b) Has a solar electrical system been installed?  Yes No. If "yes,":  Location of the solar system:
	Is the system owned or leased: If leased, provide the terms of the lease:
12. applic	OTHER EQUIPMENT & APPLIANCES INCLUDED IN SALE: (Complete only if

	(c)Security Alarm System Owned Leased.
	Lease Information:
	(d)Lawn Sprinkler # Automatic Timer (e)Swimming Pool Pool Heater Spa/Hot Tub
	(e)Swimming Pool Pool Heater Spa/Hot Tub Pool/Spa Equipment (list):
	(f) Refrigerator Range Microwave Oven Dishwasher
	Trash CompactorGarbage Disposal
	(g)WasherDryer
	(h) Intercom
	(i) Ceiling fans Number: Location: Luning rown & garage  (j) Other:
	Are any items in this section in need of repair or replacement? I don't knew. Some
	Yes No Unknown. If yes, explain: of them may mee
	Yes No Unknown. If yes, explain: of them may need repair.
13.	LAND (SOILS, DRAINAGE, AND BOUNDARIES):
	(a) Are you aware of any fill or expansive soil on the Premises? 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 Premises? Yes No
mines Depa	to Purchaser: The Premises may be subject to mine subsidence damage. Maps of the counties and where mine subsidence damage may occur and mine subsidence insurance are available through: rtment of Environmental Protection, Mine Subsidence Insurance Fund, 3913 Washington Road, urray, 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 Premises? Yes _ No
	(d) To your knowledge, is this property, or part of it, located in a flood zone or wetlands area?  Yes No The a creage on South side of Route 17 probably is
	(e) Do you know of any past or present drainage or flooding problems affecting the property? but  Yes No Dny 95 Stated in 13 (4)  not certain
	(f) Do you know of any encroachments, boundary line disputes, or easements?  X Yes No Emory Yoder has access easement over upper portion (northeast) of farm.
77-4-	to Purchaser: Most properties have easements running across them from utility services and other
	ons. In many cases, the easements do not restrict the ordinary use of the property, and Seller may
	ne readily aware of them. Purchasers may wish to determine the existence of easements and
	ctions by examining the property and ordering an Abstract of Title or searching the records of the
	rder of Deeds Office 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?YesXNo
	Explain any "yes" answers that you give in this section:
	(h) Are you aware of any sinkholes that have developed on the property?
	Yes No Explain any "yes" answers that you give in this section:

14.	HAZARDOUS SUBSTANCES:
	(a) Are you aware of any underground tanks or hazardous substances present on the Premises (structure or soil) such as, 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 Premises? Yes No
	Explain any "yes" answers that you give in this section:
15.	CONDOMINIUMS AND OTHER HOMEOWNERS' ASSOCIATIONS:  (Complete only if applicable) Type of Association, if any:Condominium Cooperative Homeowners Association Other
	Notice Regarding Condominiums and Cooperatives: 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)], 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.
16.	STORM WATER FACILITIES
	(a) Do you know 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 X No Unknown
	(b) If the answer to (a) is yes, is the owner of this property responsible for the ongoing maintenance of the storm water facility?
	YesNoUnknown. If yes, explain:
17.	MISCELLANEOUS:
	(a) Are you aware of any existing or threatened legal action affecting the property?  Yes X No
	(b) Do you know of any violations of federal, state, or local laws or regulations relating to this Premises? Yes No
	(c) Are you aware of any public improvement, condominium or homeowner association
	assessments against the Premises 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 Premises that cannot be satisfied by the proceeds of this sale?  Yes X 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 Premises?YesNo
	(f) Are you aware of any material defects to the Premises, dwelling, or fixtures which are not disclosed elsewhere on this form?YesNo. 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.
	(g) Do you have trash service that is provided by the township? Yes No There is trash service available but never
	used.

.

(h) Do you have any other public services that are paid to the township i.e. Street Lights?

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 that is rendered inaccurate by a change in the condition of the property following the completion of this form.

Seller's Signature(s):

Date: January 30, 2025

... 7

## INFORMATION AND ACKNOWLEDGEMENT LEAD-BASED AND/OR LEAD-BASED PAINT HAZARDS

### LEAD WARNING STATEMENT

Every Purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. Seller of any interest in residential real property is required to provide Purchaser with any information on lead-based paint hazards from risk assessments or inspections in Seller's possession and notify Purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE

(a) Presence	e of lead-based paint and/or lead-based paint hazards (check one below):
	Known lead-based paint and/or lead-based paint hazards are present in the housing, as follows:
X	Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
(b) Records	and Reports available to Seller (check one below):
	Seller has provided Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):
X	Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
(c) Purchas	PURCHASER'S ACKNOWLEDGEMENT er has received copies of all information listed above, if any.
	ser waives rights to be provided with the pamphlet Protect Your Family From Lead Your Home concerning the dangers of lead poisoning.
(e) Purchas	er has (check one below):
	Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or
<u>X</u>	Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

### AGREEMENT OF SALE

	MADE	E this	da	ay of April,	2025 betwee	n Max E. McD	onald, Jr.,	, Executor	of the
Estate	of	Carol	B.	Elsasser,	deceased	(hereinafter	called	Seller),	and
						, (l	nereinafter	r called Buy	/er).
	WITN	ESSETH,	, that S	Seller agrees	to sell and	convey to Buye	er who ag	rees to pur	chase
and pay	y for:								

ALL THAT CERTAIN tract of land situate in Tuscarora Township, Perry County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point at or near the center of State Route No. 17, also known as Raccoon Valley Road, said point being at corner of land now or formerly of John Buffington; thence along or near the center of State Route No. 17 South 78° 12' 07" West, 431.13 feet to a point; thence along same South 81° 03' 15" West, 330.00 feet to a point in or near the center of said road; thence along lands now or formerly of Gregory Bitting (through an iron pin at 25.00 feet) North 19° 41' 57" West, a total of 396.00 feet to an iron pin; thence along same North 69° 05' 37" East, 264.00 to an iron pin; thence along lands now or formerly of Gregory Bitting and lands now or formerly of William J.B. McDonald, North 14° 44' 10" West, 1814.00 feet to an iron pin, which is also the common corner of lands now or formerly of the said William J.B. McDonald and lands now or formerly of Clarence Kauffman; thence along lands now or formerly of Clarence Kauffman, North 70° 32' 51" East, 1369.50 feet to an iron pin, a common corner of lands now or formerly of Clarence Kauffman and lands now or formerly of Harry R. Bixler; thence along lands now or formerly of Harry R. Bixler, the following nine courses and distances: 1) South 8° 50' 09" West, 210.79 feet to an iron pin; 2) South 37° 09' 51" East, 210.79 feet to an iron pin; 3) South 26° 09' 51" East, 178.36 feet to an iron pin; 4) South 8° 50' 09" West, 470.22 feet to an iron pin; 5) S 0° 09' 51" East, 243.22 feet to an iron pin; 6) South 6° 50' 08" West, 551.29 feet to a White Oak; 7) South 56° 50' 08" West, 45.66 feet to an iron pin; 8) South 8° 29' 33" East, 668.95 feet, across State Route 17, to an existing post; and 9) South 6° 10' 42" East, 1264.96 feet to existing stones, a common corner of lands now or formerly of Harry R. Bixler and lands now or formerly of Robert L. Brickner; thence along lands now or formerly of Robert L. Brickner South 75° 25' 12" West, 202.09 feet to existing stones, a common corner of lands now or formerly of Robert L. Bricker and lands now or formerly of John Buffington; thence along lands now or formerly of John Buffington (through an iron pin at

1251.46 feet) North 10° 32' 39" West, a total of 1270.18 feet, to the point and place of Beginning.

SUBJECT nevertheless to a right-of-way, referred to in the deed recorded in Deed Book 171, page 101, Perry County records, leading from the State Highway to the woodland which adjoins this property to the north.

CONTAINING 69.793 acres in accordance with a survey done by Stephen P. Reisinger, Registered Professional Land Surveyor on December 9, 1988.

(hereinafter called Premises) upon the terms and conditions as follows, to wit:

1.	Buyer	agrees	to	pay	for	Premises	the	sum	of	
Dollars, in cas	sh, as fo	llows:								

- a) Seventy thousand and 00/100 (\$70,000.00) Dollars, the receipt hereof by Seller is hereby acknowledged; and
- 2. Deposit monies are nonrefundable and will be forfeited to Seller if Buyer does not tender the balance of the purchase price in a timely manner and Seller is in full compliance with this agreement.
  - 3. The Agreement of Sale is <u>not</u> contingent upon the Buyer obtaining financing.
- 4. At settlement, Seller shall deliver to Buyer a fiduciary warranty deed to Premises, free and clear of all liens, encumbrances and easements, excepting the following: existing building restrictions, covenants, easements of roads, privileges and rights of public service companies, agreements, plans and any other matter howsoever designated of record, and easements visible from an inspection of the parties. Otherwise, title to the described real estate shall be good and marketable and insurable by any reputable title insurance company licensed in Pennsylvania.
- 5. Possession shall be surrendered at the time of settlement which is scheduled for on or before May 30, 2025.
  - 6. All realty transfer taxes shall be paid by Buyer.
- 7. Real estate taxes, utilities and the like shall be apportioned to the date of settlement.

- 8. Premises and improvements thereon erected are being sold "AS IS," WITHOUT WARRANTY, express or implied, and WITHOUT REPRESENTATION, express or implied, as to the condition, safety, operation, function or habitability thereof and any and all heating, plumbing, water, septic, sewer, electrical, cooling, insulation and roofing system connected therewith. Buyer declares that he has heretofore inspected Premises and improvements, if any, thereon erected and is familiar therewith and accepts Premises and improvements, if any, thereon erected without benefit of express and implied warranties and subject to all latent or hidden defects and conditions.
  - 9. This Agreement shall not be lodged in any public office of record.
- 10. As used herein, the singular shall be deemed to include the plural and the masculine shall be deemed to include the feminine and neuter.
- 11. This Agreement extends to and binds the heirs, executors, administrators and assigns of Seller and Buyer.
- 12. There are no real estate commissions or fees due on the sale of subject real estate. All auctioneer's fees are the sole obligation of Seller.
- 13. Seller shall maintain the property in its present condition, normal wear and tear excepted. Seller shall bear risk of loss from fire or other casualty until time of settlement. In the event of damage to the property by fire or other casualty, Buyer shall have the option of rescinding this Agreement and receiving money paid on account or of accepting the property in its then condition with the proceeds of any insurance recovery obtainable by Seller.
- 14. The Conditions of Sale dated April 19, 2025 are attached hereto and incorporated herein by reference as though fully set forth herein.

IN WITNESS WHEREOF, the Seller and Buyer have duly executed this Agreement the day and year first above written, intending to be legally bound hereby.

Witness	Seller	
Witness	Divisor	
W IIIIESS	Buyer	



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