



On Line Bidding Only
Bidding closes

Wed, February 27, 2019

7:00 PM

Real Estate Auction

Investment/Refurbish To Suit

Opportunity



3 Bedroom, 1 bath
Oxford Circle Row Home

7047 Lynford St

Phila. PA 19141

1 bay garage / Off street parking

All Brick / 1,152 sq ft

Unfinished basement

Gas hot water/forced air heat

Terms:

- \$1,000 deposit required to bid Credit/Debit card
- 10 % Buyers Premium
- 10% deposit due at knockdown
- Property is offered "as is" upon no contingencies.
- By sellers approval
- 2 % Buyer's Broker Commission

Inspection & Previews :
Sat Feb 23 Noon ~ 2:00PM or
by appointment

Selling on behalf of the
Estate of Joan Gottesfeld

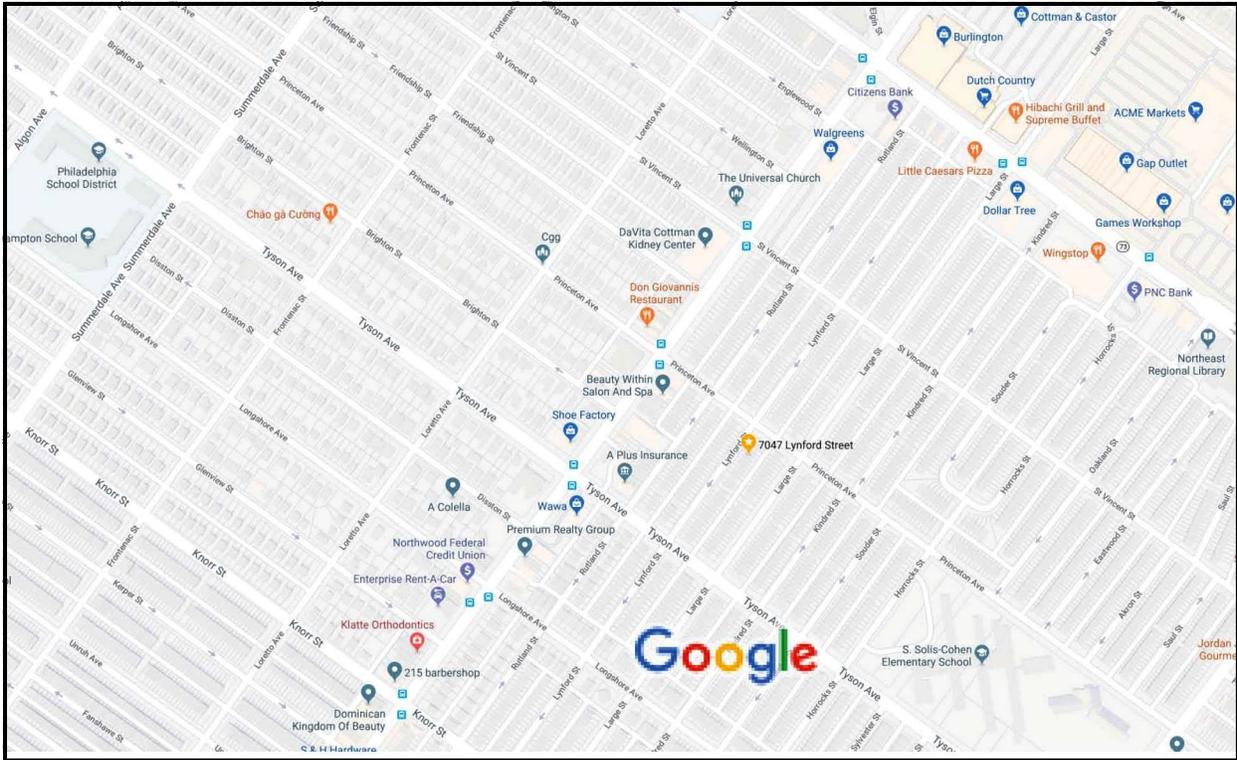


www.boundsauctions.com

215 • 646 • 0536



Location



Schools in area

Solis-Cohen Solomon School: PK – 6; 7001 Horrocks St

Woodrow Wilson Middle School: 6 – 8; 1800 Cottman Ave

Northeast High School: 9 – 12; 1601 Cottman Ave

Selling on behalf of the Estate of Joan Gottesfeld, who resided at these premises since 1950.

Property has been emptied, stripped of old carpets, cleaned and has been treated by exterminator as a precaution.

Hardwood floor throughout with linoleum over on 2nd floor.. Plaster walls in remarkable condition for age. 2nd floor has painted wall paper over plaster. 4 hanging closets plus linen closet on 2nd floor. Retro kitchen and original tile bath w/ skylight. Up to date electrical + cable, recent hot water heater.

Original 1950 configuration. A unique opportunity to refurbish to suit.

Photos



Living Room



Living Room



Dining Room



Dining Room



3rd Bedroom



2nd Bedroom



Master Bedroom



Bathroom

Photos



Kitchen



Stairs



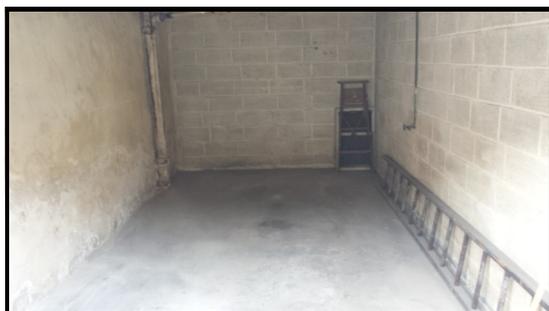
Basement utility area



Up to date electrical



Garage



Hot air heat



Recent hot water heater

Terms & Conditions Wed February 27, 2019

7047 Lynford St Phila., PA 19141

OPA#542213100

This auction is timed, on-line bidding only. Bidding begins no later than Sunday, February 17, 2019 at 12 Noon. All property is sold 'AS IS, WHERE IS', with all faults, and upon no contingencies. 'ALL SALES ARE FINAL'. Auction and all documentation is in English only; all communication with auction company must be in English. All payments must be US denominated. Bidding closes February 27, 2019, entering 3 minute soft close at 6:57 PM

Bidding opens at \$25,000. Bid increments are as follows.

\$25,000 - \$70,000 Bid increment is \$5,000

\$70,001 - \$90,000 Bid increment is \$2,500

\$90,001 and up Bid increment is \$1,000

You can enter a bid for any amount and the system will place your bid for the next increment. If you are subsequently outbid, the system will place a bid for you (providing you entered a maximum amount greater than the current bid). The "Soft Close" feature. If there is a bid in the last 3 minutes of the auction, the bidding time will be extended by another 3 minutes.

1. Registration to Bid: A valid credit card, an active phone number and a valid e-mail address are required to bid. E-mail address is validated by requiring a response to an e-mail sent by the Auction company. Credit Cards will be verified for \$1,000.00. This deposit extends to the entire auction and to all properties offered if multi parcel. A \$1,000 deposit will be processed per every property in which a registrant is the high bidder. High bidder will be contacted by telephone immediately after close of bidding to tender the \$1,000 deposit.

By registering to bid, you acknowledge and agree to these terms of sale and attest to the following statement: "**I certify** that I currently have sufficient funds to meet the "deposit" and/or "further sum" requirements as called for by the agreement of purchase and sale."

A deposit of a full 10 % of the total contract price is required by **Friday, March 1, 2019 at 3:00 PM**. The deposit to bid (\$1,000) will be applied to the full deposit. The preferred method for all deposits is electronic transfer to Bounds Auctions Trust account. The auction company will directly contact the winning bidder immediately at the end of the auction with instructions to do so. It is **strongly** advised that all bidders follow the auction close, and are available by telephone during and following the auction.

These terms, property descriptions and the Auction Real Estate Sales Contract are available at the auction company's website (boundsauctions.com) for download via Adobe PDF.

PRE-AUCTION OFFERS WILL BE CONSIDERED; see item 10.

2. Property Inspection: Property will be available for preview on **Saturday, February 23, 2019 from 12 Noon until 2:00 PM** (weather permitting), or by appointment with the auctioneer. Professional Inspection of structure is available (at bidder's expense) by request a minimum of 10 full days prior to the closing of bidding.

3. Buyer's Premium: A ten percent (10%) buyer's premium shall be in effect for the auction and is added to the high bid amount to determine the Total Contract Price for the Property.

4. Auction: The property will sell to the highest bid upon seller's approval. Auctioneer's discretion includes but is not limited to the auction method, bid-calling, bid increments and determining the buyer. The decision of the auctioneer is final regarding all issues that may arise before, during or after the Auction. Seller shall not bid. Bidders may not retract any bid. The Auction Co reserves the right to preclude any person from bidding if there are any questions as to the person's credentials, fitness to bid, etc.

5. Sales Contract: It is understood that this is a cash sale and not contingent upon any matter, including buyer obtaining financing. Buyer understands that they are responsible for all transfer taxes (Philadelphia 3.1% & PA 1%), closing and title Insurance costs.

Buyer will receive sales contract and any related documents presented by the Auctioneer to bind Bidder and Seller to the sale of the property via e-mail and must execute and return by overnight delivery to the Auctioneer. A seller signed copy will be delivered via USPS or other delivery service upon receipt of full 10% deposit. These Terms of Sale are incorporated into the Sales Contract which defines the entire agreement. Buyer shall execute the Sales contract and no addition, deletion, or revision shall be permitted.

6. Winning Bidder's Deposit: At the close of the auction, the successful bidder shall tender their registration deposit and increase their deposit to a full 10% of Total Contract Price (payable to Bounds Auction Company's escrow). Credit Card may be used at a fee of 3 %. This deposit is non-refundable except in the event of the seller failing to provide transferable title. Balance of the final purchase price will be due in full at closing by cash, certified check, mortgage company check or electronic transfer.

7. Closing: Property must close on or before 45 days unless extended by the seller at \$50 a day penalty. All prospective bidders should consider engaging counsel of their own choosing to examine the commitment for title insurance and all matters referred to therein as affecting the state of title of the property on which they intend to bid.

8. Buyer's Note: Auctioneer reserves the right to add or delete any property from this auction. Personal on site inspection of each or any property prior to the auction is recommended. Property sells with no warranties expressed or implied. Property will be sold with an insurable title. Property will be conveyed by warranty deed. The information set forth herein has not been independently verified by the sellers or auctioneer. Its accuracy is not warranted in any way, including but not limited to, information set forth herein concerning utilities, lease information, zoning, projected income and acreage of parcel and square footage of improvements and all photographs. There is no obligation on the part of the seller or auctioneer to update this information.

9. Broker Participation : A maximum two percent (2 %) buyer's broker commission will be paid to brokers who represent a purchaser. Buyer's broker must complete the form available from our office or our website, return it to auctioneer **24 hours prior** to the bidder registering for the auction. In addition, they must professionally assist bidder as well as attend closing. Bidder is required to acknowledge buyer broker relationship in advance of contact with the auction company. By bidding, bidder and broker agree to indemnify and hold harmless seller and auctioneer for any and all claims for compensation made by any person or entity in connection with the auction. No commission will be paid to any broker participating in the purchase of the property or representing a family member.

10. Pre- auction offers will be considered. Property may be sold prior to auction close. Any pre-auction offer must be irrevocable and on the same terms as the auction terms (i.e. Buyer's Premium, deposit, closing costs, etc.) and must be tendered in person to the auctioneer.

11. Announcements made prior to the opening of the auction take precedence over all other advertising.

12. **Agency Disclosure:** Bounds Auction Company, Omar P. Bounds III, and any/all licensees employed or associated with the auctioneer represent the seller and only the seller in the sale of these properties.

13. Disclaimers:

a. For compliance with sect 1018 of the residential Lead-Based paint Hazard Reduction Act of 1992, interested purchasers have a ten (10) day inspection prior to auction.

b. Buyer acknowledges and agrees that having been given the opportunity to inspect the property, buyer is relying solely on buyer's own investigation of the property and not on any information provided by the seller or auctioneer. Buyer further acknowledges and agrees that any information provided by or on behalf of the seller with respect to the property including and without limitation, all information contained in any property information package previously made available to the buyer was obtained from a variety of sources and that seller and auctioneer have not made any independent investigations or verification of such information and make no representation as to the accuracy or completeness of such information.

c. It is expressly understood that Bounds Auction Services, the auctioneer, any of their agents or employees acting as agents will in no case whatsoever be held liable either jointly or severally to either party for the performance of any term or covenant of this agreement or damages for the non-performance thereof.

d. The property will be sold on an "**AS IS, WHERE IS AND WITH ALL FAULTS**" basis. Buyer accepts all faults of the property whether known or unknown, presently existing or that may hereafter arise. Buyer acknowledges and agrees that seller and auctioneer have not made, does not make, and specifically and disclaims any representation, warranties, promises, covenants, agreements, or guarantees of any kind or character whatsoever, whether expressed or implied, oral or written, past, present or future, of, as to, concerning or with respect to: (i) the value, nature, quality or condition of the property, including, without limitation, the water, soil, and geology; (ii) the income to be derived from the property, (iii) the suitability of the property for any and all activities and its uses which the buyer may conduct therefrom; (iv) the compliance of or by the property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (v) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the property; (vi) the manner or quality of construction materials, if any, incorporated into the property; (vii) the manner, quality state of repair of the property; (viii) the existence of any view from the property or that any existing view will not be obstructed in the future; or (ix) any other matter with respect to the property, and specifically disclaims any representation regarding compliance with the Americans with Disabilities Act or with any environmental protection, molds, radon, pollution of land use laws, rules, regulations, orders or requirements, including solid waste (as defined by the U.S. Environmental Protection Agency regulations 40 C.F.R., Part 261), or the disposal or existence, in or on the property of any hazardous substance (as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder).

Seller's general disclosure

SELLER'S PROPERTY DISCLOSURE STATEMENT

Form 128-2

1 Property Address: 7047 Lynford St - Phila PA 19141

2
3 Seller: THE ESTATE OF JOAN GOTTESBELD SUSAN GROSS CURWAIN

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

7 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**
8 **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
9 representation by any listing real estate broker, (Agent for Seller), any real estate broker, or their agents. Buyer is encouraged to address
10 concerns about the conditions of the property that may not be included in this Statement. This Statement does not relieve Seller of the
11 obligation to disclose a material defect that may not be addressed on this form.

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

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

17
18 2. **OCCUPANCY** Do you, Seller, currently occupy this property? Yes No
19 If "no," when did you last occupy the property? _____

20 3. ROOF

- 21 (a) Date roof installed: _____ Documented? Yes No Unknown
- 22 (b) Has the roof been replaced or repaired during your ownership? Yes No
- 23 If yes, were the existing shingles removed? Yes No Unknown
- 24 (c) Has the roof ever leaked during your ownership? Yes No
- 25 (d) Do you know of any problems with the roof, gutters or down spouts? Yes No
- 26 Explain any "yes" answers that you give in this section: _____
- 27

28 29 30 4. BASEMENTS AND CRAWL SPACES (Complete only if applicable)

- 31 (a) Does the property have a sump pump? Yes No Unknown
- 32 (b) Are you aware of any water leakage, accumulation, or dampness within the basement or crawl space? Yes No
- 33 If "yes," describe in detail: _____
- 34 (c) Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space?
- 35 Yes No
- 36 If "yes," describe the location, extent, date, and name of the person who did the repair or control effort: _____
- 37

38 39 40 5. TERMITES/WOOD DESTROYING INSECTS, DRYROT, PESTS

- 41 (a) Are you aware of any termites/wood destroying insects, dryrot, or pests affecting the property? Yes No
- 42 (b) Are you aware of any damage to the property caused by termites/wood destroying insects, dryrot, or pests? Yes No
- 43 (c) Is your property currently under contract by a licensed pest control company? Yes No
- 44 (d) Are you aware of any termite/pest control reports or treatments for the property in the last five years? Yes No
- 45 Explain any "yes" answers that you give in this section: Termite - general + bed bug
- 46

47 48 49 6. STRUCTURAL ITEMS

- 50 (a) Are you aware of any past or present water leakage in the house or other structures? Yes No
- 51 (b) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, or other struc-
52 tural components? Yes No
- 53 (c) Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls on the property?
54 Yes No
- 55 Explain any "yes" answers that you give in this section. When explaining efforts to control or repair, please describe the loca-
56 tion and extent of the problem, and the date and person by whom the work was done, if known: _____
- 57

59 7. ADDITIONS/REMODELS Have you made any additions, structural changes, or other alterations to the property?
60 Yes No
61 If yes, describe: _____
62 _____
63 _____

64 8. WATER AND SEWAGE

65 (a) What is the source of your drinking water?
66 Public Community System Well on Property Other (explain) _____
67 (b) If your drinking water source is not public:
68 When was your water last tested? _____ What was the result of the test? _____
69 Is the pumping system in working order? Yes No
70 If "no," explain: _____
71 (c) Do you have a softener, filter, or other purification system? Yes No
72 If yes, is the system Leased Owned
73 (d) What is the type of sewage system? Public Sewer Community Sewer
74 On-Site (or Individual) sewage system
75 If On-Site, what type? Cesspool Drainfield Unknown Other (specify): _____
76 Is there a septic tank on the Property? Yes No Unknown
77 If yes, what is the type of tank? Metal/steel Cement/concrete Fiberglass Unknown
78 Other (specify): _____
79 Other type of sewage system (explain): _____
80 _____
81 (e) When was the on-site sewage disposal system last serviced? _____
82 (f) Is there a sewage pump? Yes No
83 If yes, is it in working order? Yes No
84 (g) Is either the water or sewage system shared? Yes No
85 If "yes," explain: _____
86 (h) Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage-related items?
87 Yes No
88 If "yes," explain: _____
89 _____

90 9. PLUMBING SYSTEM

91 (a) Type of plumbing: Copper Galvanized Lead PVC Unknown
92 Other (explain): what is usable is copper
93 (b) Are you aware of any problems with any of your plumbing fixtures (e.g., including but not limited to: kitchen, laundry, or bath-
94 room fixtures; wet bars; hot water heater; etc.)? Yes No
95 If "yes," explain: _____
96 _____

97 10. HEATING AND AIR CONDITIONING

98 (a) Type of air conditioning: Central Electric Central Gas Wall None
99 Number of window units included in sale 4 Location 1st + 2nd floor
100 (b) List any areas of the house that are not air conditioned: _____
101 _____
102 (c) Type of heating: Electric Fuel Oil Natural Gas Propane (On-site)
103 Are there wood or coal burning stoves? Yes No If yes, how many? _____ Are they working? Yes No
104 Are there any fireplaces? Yes No If yes, how many? _____ Are they working? Yes No
105 Other types of heating systems (explain): _____
106 _____
107 (d) Are there any chimneys? Yes No If yes, how many? _____ Are they working? Yes No
108 When were they last cleaned? _____
109 (e) List any areas of the house that are not heated: _____
110 _____
111 (f) Type of water heating: Electric Gas Solar
112 Other: _____
113 (g) Are you aware of any underground fuel tanks on the property? Yes No
114 If yes, describe: _____
115 Are you aware of any problems with any item in this section? Yes No
116 If "yes," explain: _____
117 _____

116 11. ELECTRICAL SYSTEM Are you aware of any problems or repairs needed in the electrical system? Yes No
119 If "yes," explain: _____
120 _____

121 12. OTHER EQUIPMENT AND APPLIANCES INCLUDED IN SALE (Complete only if applicable) 12
 122 Equipment and appliances ultimately included in the sale will be determined by negotiation and according to the terms of the 122
 123 Agreement of Sale. 123

- 124 (a) Electric Garage Door Opener No. of Transmitters _____ 124
 125 (b) Smoke Detectors How many? _____ Location _____ 125
 126 (c) Security Alarm System Owned Leased Lease Information _____ 126
 127 (d) Lawn Sprinkler No. _____ Automatic Timer 127
 128 (e) Swimming Pool Pool Heater Spa/Hot Tub 128

- 129 Pool/Spa Equipment (list): _____ 129
 130 (f) Refrigerator Range Microwave Oven Dishwasher Trash Compactor Garbage Disposal 130
 131 (g) Washer Dryer 131
 132 (h) Intercom 132
 133 (i) Ceiling fans No. 1 Location 1st floor 133
 134 (j) Other: _____ 134

135 Are any items in this section in need of repair or replacement? Yes No Unknown 135
 136 If "yes," explain: _____ 136
 137 _____ 137

138 13. LAND (SOILS, DRAINAGE, AND BOUNDARIES) 138

- 139 (a) Are you aware of any fill or expansive soil on the property? Yes No 139
 140 (b) Are you aware of any sliding, settling, earth movement, upheaval, subsidence, or earth stability problems that have occurred on 140
 141 or affect the property? Yes No 141

142 *Note to Buyer: The property may be subject to mine subsidence damage. Maps of the counties and mines where mine subsi-* 142
 143 *dence damage may occur and mine subsidence insurance are available through: Department of Environmental Protection, Mine* 143
 144 *Subsidence Insurance Fund, 3913 Washington Road, McMurray, PA 15317 (412) 941-7100.* 144

- 145 (c) Are you aware of any existing or proposed mining, strip-mining, or any other excavations that might affect this property? 145
 146 Yes No 146
 147 (d) To your knowledge, is this property, or part of it, located in a flood zone or wetlands area? Yes No 147
 148 (e) Do you know of any past or present drainage or flooding problems affecting the property? Yes No 148
 149 (f) Do you know of any encroachments, boundary line disputes, or easements? Yes No 149

150 *Note to Buyer: Most properties have easements running across them for utility services and other reasons. In many cases, the* 150
 151 *easements do not restrict the ordinary use of the property, and Seller may not be readily aware of them. Buyers may wish to* 151
 152 *determine the existence of easement and restrictions by examining the property and ordering an Abstract of Title or searching* 152
 153 *the records in the Office of the Recorder of Deeds for the county before entering into an Agreement of Sale.* 153

- 154 (g) Are you aware of any shared or common areas (e.g., driveways, bridges, docks, walls, etc.) or maintenance agreements? 154
 155 Yes No 155
 156 Explain any "yes" answers that you give in this section: _____ 156
 157 _____ 157
 158 _____ 158

159 14. HAZARDOUS SUBSTANCES 159

- 160 (a) Are you aware of any underground tanks or hazardous substances present on the property (structure or soil) such as, but not 160
 161 limited to, asbestos, Polychlorinated biphenyls (PCBs), Urea Formaldehyde Foam Insulation (UFFI), etc.? Yes No 161
 162 (b) To your knowledge, has the property been tested for any hazardous substances? Yes No 162
 163 (c) Do you know of any other environmental concerns that might impact upon the property? Yes No 163
 164 Explain any "yes" answers that you give in this section: _____ 164
 165 _____ 165

- 166 (d) Do you know of any tests for radon gas that have been performed in any buildings on the Property? Yes No 166
 167 If yes, list date, type, and results of all tests below: 167

DATE	TYPE OF TEST	RESULTS (picoCuries/liter or working levels)
_____	_____	_____
_____	_____	_____
_____	_____	_____

- 172 (e) Are you aware of any radon removal system on the Property? Yes No 172
 173 If yes, list date installed and type of system, and whether it is in working order below: 173

DATE INSTALLED	TYPE OF SYSTEM	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

- 178 (f) If Property was constructed, or if construction began, before 1978, you must disclose any knowledge of lead-based paint on the 178
 179 Property. Are you aware of any lead-based paint or lead-based paint hazards on the Property? Yes No 179
 180 If yes, explain how you know of it, where it is, and the condition of those lead-based paint surfaces: _____ 180
 181 _____ 181

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

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

190 Type: Condominium Cooperative Homeowners Association or Planned Community
191 Other _____

192 *Notice regarding Condominiums, Cooperatives, and Planned Communities: According to Section 3407 of the Uniform Condo-*
193 *minium Act [68 Pa. C.S. §3407 (relating to resale of units) and 68 Pa. C.S. §4409 (relating to resale of cooperative interests)] and*
194 *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*
195 *condominium, cooperative, or planned community must receive a copy of the declaration (other than the plats and plans), the by-*
196 *laws, the rules or regulations, and a certificate of resale issued by the association in the condominium, cooperative, or planned com-*
197 *munity. The buyer will have the option of canceling the agreement with the return of all deposit monies until the certificate has been*
198 *provided to the buyer and for five days thereafter or until conveyance, whichever occurs first.*
199

200 **16. MISCELLANEOUS**

- 201 (a) Are you aware of any existing or threatened legal action affecting the property? Yes No
202 (b) Do you know of any violations of federal, state, or local laws or regulations relating to this property? Yes No
203 (c) Are you aware of any public improvement, condominium or homeowner association assessments against the property that remain
204 unpaid or of any violations of zoning, housing, building, safety or fire ordinances that remain uncorrected? Yes No
205 (d) Are you aware of any judgment, encumbrance, lien (for example co-maker or equity loan) or other debt against this property that
206 cannot be satisfied by the proceeds of this sale? Yes No
207 (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
208 property? Yes No
209 (f) Are you aware of any material defects to the property, dwelling, or fixtures which are not disclosed elsewhere on this form?
210 Yes No

211 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
212 the residential real property or that involves an unreasonable risk to people on the land.
213 Explain any "yes" answers that you give in this section: _____
214 _____
215 _____
216 _____

217 The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete to the best
218 of Seller's knowledge. Seller hereby authorizes the Agent for Seller to provide this information to prospective buyers of the prop-
219 erty and to other real estate agents. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION
220 CONTAINED IN THIS STATEMENT. Seller shall cause Buyer to be notified in writing of any information supplied on this form
221 which is rendered inaccurate by a change in the condition of the property following completion of this form.
222
223
224
225

226 SELLER _____ DATE _____
227 SELLER _____ DATE _____
228 SELLER _____ DATE _____
229

230 **EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK**
231 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
232 Disclosure Statement. The executor, administrator or trustee, should, however, disclose any known material defect(s) of the property.
233 Susan J. Gross _____ DATE 6/25/2019
234

235 **RECEIPT AND ACKNOWLEDGEMENT BY BUYER**
236 The undersigned Buyer acknowledges receipt of this Disclosure Statement. Buyer acknowledges that this Statement is not a warranty and that, unless
237 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
238 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 con-
239 dition of the structure or its components.
240 BUYER _____ DATE _____
241 BUYER _____ DATE _____
242 BUYER _____ DATE _____
243

Lead Disclosure

**DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS - SALE**

INSPECTIONS ADDENDUM TO THE AGREEMENT OF SALE 1/25 2019
 RE: PROPERTY: 7047 Lynford St. Phila. PA 19141
 SELLER: The Estate of Joan Cottisfeld; SUSAN BRUSS, executrix
 BUYER: _____
 DATE OF AGREEMENT _____ 19____, SETTLEMENT DATE _____ 19____, SALE PRICE \$ _____

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. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer 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 (initial)

- _____ (a) Presence 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 (explain):

 Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- _____ (b) Records and Reports available to the seller (check one below):
 Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

 Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

- _____ (c) Purchaser has received copies of all information listed above.
 _____ (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.
 _____ (e) Purchaser 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
 Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

- ORB (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 (d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have received the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller Susan J. Guss Date / / Seller _____ Date / /
 Purchaser _____ Date / / Purchaser _____ Date / /
 Agent ORB Date 1/25/2019 Agent _____ Date / /

Sample Contract for sale

The Bounds Auction Company

1435 Dreshertown Rd

Dresher PA 19025

BoundsAuctions@outlook.com

215 646 0536

Date _____

Contract To Purchase Real Property At Public Auction

(This is a legally binding contract. If not understood, seek legal council.)

1. PROPERTY DESCRIPTION: The undersigned Purchaser agrees to purchase from the undersigned owner (seller) through *Bounds Auction Company*, (AUCTIONEER), the following real estate in 7047 Linford St, Philadelphia County Commonwealth of/or State of PA and known as

2. PRICE AND TERMS: Purchaser, as high bidder, agrees to pay the amount of the high bid amount of \$ _____ plus the 10 % buyer premium of \$ _____, for a **Total Contract Price** of \$ _____ for the real estate as follows:

earnest money deposit (10.00 %) of winning bid	\$ _____
less Bidder's Deposit \$	\$ _____
balance of earnest money deposit due	\$ _____
for balance due against Total contract price owed	\$ _____

3. BALANCE & CLOSING: The balance of the Purchase Price shall be paid in the form required by the closing agent on the date of closing, on or before _____.

A. Buyers will close at _____.

B. If buyer does not close on or before scheduled closing date, seller may, at seller's option, extend the closing date in consideration for a sum of \$ 50.00 per day after original closing date.

4. OBTAINING FINANCING: This purchase is **not** contingent upon the Purchaser obtaining financing. There are **no** buyer contingencies.

5. BINDING OBLIGATION: Purchaser is buying the property **As-Is, Where Is and Without Recourse** If Purchaser fails to close for any reason whatsoever, except a non-marketable title, Purchaser voluntarily agrees to forfeit entire deposit and may be held liable to Seller for any deficiency or damages, plus court costs and reasonable legal fees, resulting from subsequent resale of the property. Time is of the essence and this is an irrevocable offer to purchase, with no contingencies. In the event Purchaser fails to perform according to the terms of this contract, the deposit shall be forfeited as partial liquidated damages, and not as a penalty, without affecting any Seller's further remedies. Either party may demand specific performance of this agreement.

6. OWNERS CERTIFICATION: Seller(s) certifies to Purchaser that, to the best of Sellers' knowledge:

A., There is no pending order or ordinances or resolutions that have been enacted or adopted authorizing work or improvements, for which the Real Estate may be assessed, Except:

B. There are no City, County or Commonwealth /or State orders that have been served upon Seller(s) requiring work to be done or improvements to be made which have not been preformed, Except: _____

All inspections must be completed prior to the Auction.

Sample Contract for sale

PURCHASER IS RELYING SOLELY UPON HIS EXAMINATIONS OF THE REAL ESTATE, AND THE SELLER'S CERTIFICATION HEREIN FOR ITS PHYSICAL CONDITION AND CHARACTER, AND NOT UPON ANY REPRESENTATION BY THE AUCTIONEER/AGENTS INVOLVED, WHO SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN THE REAL ESTATE.

7. INDEMNITY: Seller and Purchaser recognize that the AUCTIONEER is relying upon information provided by the Seller(s) or his/her agents in connection with the Real Estate, and agree to indemnify and hold harmless the AUCTIONEER, their agents and employees, from any claims, demands, damages, suits, liabilities, costs and expenses (including reasonable legal fees) arising out of any misrepresentations or concealment of facts by Seller (s) or his/her agents.

8. CONVEYANCE & CLOSING:

A. Seller shall convey marketable title to the Real Estate by Special Warranty deed with release of dower right, if any, AND SUBJECT TO THE RIGHTS OF TENANTS, if any, under existing leases and Commonwealth/State law. Title shall be fee and unencumbered as of Closing, except restrictions and easements of record and except the following assessments (certified or otherwise): _____

B. Buyer shall be responsible for all conveyance fees, deed preparation, recording fees. *

Buyer is responsible for all other costs associated with closing.

C. X Buyer solely; _____ Seller solely; _____ Buyer and Seller jointly; shall be responsible for all transfer taxes.

D. Taxes, water, gas service and any other lienable charges shall be prorated to the day of closing using the method that most benefit the Seller(s).

9. CONDITION OF IMPROVEMENTS: The risk of destruction or substantial damage by fire or Act of God prior to delivery of deed is assumed by the Seller(s). Seller agrees that on possession, the Real Estate shall be in the same condition as it is on the date of this contract, except for ordinary wear and tear. If the Real Estate should be damaged or destroyed by fire or other casualty and if, prior to Closing, the Real Estate has not been repaired or restored by and at the Sellers' expense, to a condition as good as it was prior to the damage or destruction, then Purchaser, at his option, may terminate this contract by written notice to the Seller(s) and the deposit shall be returned to the Purchaser. While this contract is pending, Sellers shall not change any existing lease or enter into any new lease, nor make any substantial alterations or repairs without the consent of the Purchaser. In addition, the Purchaser also has an insurable interest in the property from the date of this contract. Purchaser is hereby notified that insurance should be placed upon the property immediately to protect Purchasers' interest.

10. DISCLOSURE: _____ Buyer _____ Seller(s)- is a licensed Real Estate Broker or Sales Person.

11. POSSESSION: Possession shall be given at closing, subject to Tenant's Rights, with deed. (Until such date, seller shall have the right of possession free of rent, but shall pay for all utilities.) No work can be done by the Purchaser until possession is given.

12. AGENCY DISCLOSURE STATEMENT: Purchaser acknowledges having received and signed the Agency Disclosure Statement. Bounds Auctions Company hereby acknowledges that they represent the Seller.

13. SOLE CONTRACT: The parties agree that this offer constitutes their entire agreement and that no oral or implied agreement exists. Any amendments to this offer shall be made in writing, signed by all parties, and copies shall be attached to all copies of the original offer. This offer shall be binding upon the parties, their heirs, administrators, executors, successors and assigns.

Sample Contract for sale

16. BUYER'S DEPOSIT: 10 % of the final contract price, or the previously published amount of \$ NA must be deposited at the close of the Auction as down payment. This payment may be in the form of cash, cashier's or bank check, personal or company check with bank letter of guarantee, or money order. Electronic transfer may be used if arranged in advance. This **non-refundable** down payment may be applied to the contract purchase price at Closing at the Purchasers' discretion and will be held in the trust account of Bounds Auction Company or Seller's agent named above as escrow agents for the Seller(s).

17. This property is being sold at Public Auction, without recourse. Personal on-site inspection/s of the property or properties is strongly recommended. The property will sell "**AS IS WHERE IS**", with no warranty expressed or implied as to improvements, availability of utilities, zoning, or environment and wetland issues. Information contained online was obtained by sources deemed reliable. However, neither Bounds Auction Company, nor their agents will be responsible for any errors or omissions herein. Announcements made at the auction will take precedence over written material, advertisements, or any other oral statements made prior to the opening of auction. Purchasers should carefully verify all items and make their own decision as to the accuracy thereof before relying on same. Except in the case of an absolute auction, Bounds Auction Services reserves the right to bid on behalf of the Seller(s). Bounds Auction Company reserves the right to preclude any person from bidding if there are any questions as to the person's credentials, fitness, etc.

18. By registering to bid and/or bidding without prior inspection, the buyer agrees to waive the 10 day post sale inspection period for lead paint, agrees to waive their right to receive a Residential Property Disclosure form and their right to rescind the Contract to Purchase.

19. Real Estate is sold through Bounds Auction Company.

20. EXPIRATION & APPROVAL: This offer is void if not accepted in writing on or before _____ o'clock _____ AM _____ PM _____ Noon _____ Midnight, EASTERN TIME _____, 20 _____

21. MAKE DEED TO: (Print)

22. Time Of The Essence Time is of the essence for this Sales Contract. Each party shall fully perform all respective obligations herein at such times as to ensure that closing occurs on the date specified, or any mutually agreed – upon extension to that date.

23. The Purchaser has read, fully understands, approves the foregoing offer and acknowledges receipt of a signed copy

PRINT

SIGN

DATE

PURCHASER: _____

Social security # _____

PURCHASER: _____

Social Security # _____

Sample Contract fro Sale

24. ACTION BY OWNER: The undersigned Seller(s) has read and fully understands the forgoing offer and hereby: _____ accepts said offer and agrees to convey the Real Estate according to the above terms and conditions. _____ Rejects said offer, or _____ counteroffers to the modifications initialed by Seller(s). Counteroffer shall become null and void if not accepted in writing on or before _____ o'clock _____ A.M. _____ P.M. _____ Noon _____ Midnight EASTERN TIME.

_____ Owner acknowledges that Agency Disclosure Statement has been signed.

25. SELLING FEES AND EXPENSES: Seller is to pay the auction selling fee and expenses as agreed per the terms, conditions and addendums of the Auction Contract.

PRINT

SIGN

DATE

SELLER: _____

ADDRESS: _____

PHONE NUMBERS _____

WITNESSED BY: _____

26. RECIEPT By Bounds Auction Company: Date _____, I hereby acknowledge receipt of \$ _____ cash, _____ check _____ other _____ payable to The Bounds Auction Company as deposit; in accordance with terms herein provided.

Omar P. Bounds, III _____
AUCTIONEER *signed*

_____ \$ _____ %
CO-OP Brokerage Firm

_____ Phone # _____

Broker Acknowledgement Form

This form MUST be received by Bounds Auction Co. 48 hours prior to Auction!

Please remit to: Bounds Auction Company
In person or via e-mail to BoundsAuctions@outlook.com

Bounds Auctions' Property I.D # _____

Date of Auction _____

Prospective Buyer Name: _____

Prospective Buyer Address: _____

Prospective Buyer Phone # (s) _____

This is to serve as written notice to register the above prospective buyer with Bounds Auction Co. with respect to the above referenced property to be sold at public auction on the above date.

It is understood and agreed that the broker commission will be governed in accordance with the Terms and Conditions of Sale as set forth in the Property Information Package. A commission of 2% of the bid price will be paid to the registered broker herein if:

The Broker/Agent is the procuring cause for the Prospective Buyer to be introduced to the above property;
This Broker Acknowledgement Form is properly completed and submitted;

The Prospective Buyer named herein is the highest bidder at the Auction Sale, executes a Contract of Sale, and closes on the sale of the subject property in accordance with the Terms of fore said Contract of Sale.

Agents/Brokers acting as principles or employees, affiliates or immediate family are not eligible for this commission. In order to be effective, all Broker Acknowledgement forms must be received by Bounds Auctions 1 full business day prior to the date of the auction. Agents must accompany their buyer to the auction. No broker Acknowledgement Forms will be accepted on auction deadline date.

Opening Bid Amount May be used to open the auction and is a binding bid.

\$ _____ US Dollars (+10% buyer's Premium)

Broker Signature Date

Agent Signature Date

Broker Name Printed

Agent Name Printed

License #

License #

Contact Phone

bidder's deposit accepted by;
