

AGREEMENT OF SALE
FOR REAL ESTATE AT AUCTION

The Conditions of Sale of the land and improvements of the property for Edward J. Bodisch and Marlene F. Bodisch by Debra A. Rosenberger, Power of Attorney (the Seller(s)) situate at 3319 Barklay Circle, Whitehall, Whitehall Township, Lehigh County, PA, in the Commonwealth of Pennsylvania, 18052, real estate as described in Parcel ID #549859943554 (1) (the Property) and Deed Book 1262 / Page 0726 said Property to be sold by Robert H. Clinton & Company, Inc., Auctioneers & Appraisers (the Auction Company).

1. The highest and best bidder shall be declared the Buyer(s), and if any dispute shall arise between two or more bidders, the Property shall immediately be put up again.
2. No person shall retract from his or her bid, but the Seller(s) reserves the right to withdraw the Property from sale at any time before it is struck off.
3. Buyer(s) acknowledges that under the terms and conditions of the auction sale at which the Property was offered at auction, among the conditions announced was that this Agreement of Sale is subject to the approval of the Seller(s). Pending such approval Buyer(s) shall be bound by this Agreement of Sale with the same effect as if no such approval were required. The decision of Debra A. Rosenberger, Power of Attorney for Edward J. Bodisch and Marlene F. Bodisch (the Seller(s)) will determine the acceptance or non-acceptance of the bid.

4. The total purchase price shall be calculated as follows:

- Highest Bid Approved by the Seller(s) \$ _____
- PLUS Buyer's Premium Payment of
3% (three percent) of the highest bid
approved by the Seller(s) Payable to
the Seller(s) from the Buyer(s) \$ _____
- Equals Total Purchase Price of \$ _____

Buyer(s) acknowledges that the total purchase price becomes the recorded sale price of the Property at settlement.

5. Upon a successful high bid approved by the Seller(s) at the auction, the Seller(s) and the Buyer(s) shall immediately enter into this Agreement of Sale, which shall incorporate the terms and conditions outlined herein, shall be non-contingent and shall specify the AS-IS, WHERE-IS nature of the purchase, the total purchase price, the deposit(s) and the settlement date. The purchase money shall be as follows:

10% (ten percent) deposit of the total purchase price, of which \$10,000.00 (ten thousand dollars) shall be in the form of a bank cashier's check, certified check or check with bank letter of guaranteed funds drawn on a United States bank payable to the Auction Company, the balance of the deposit in cash or its equivalent when the property is struck down; the balance of the total purchase price on or before Monday, November 4, 2024.

6. The deed for the Property will be executed and delivered to the Buyer(s) on or before Monday, November 4, 2024, at a location mutually agreed upon by the Seller(s) and Buyer(s), the Buyer(s) to give five (5) days' notice to the Seller(s) of the settlement date.

7. Possession and keys to the Property will be given to the Buyer(s) on the date and time of settlement on Monday, November 4, 2024, or earlier upon receipt of the balance due the Seller(s).

8. The Property is to be conveyed free and clear of all liens, and encumbrances and easements, excepting however, the following: existing building restrictions, ordinances, easements of roads, privileges, or rights of public service companies, if any, or easements or restrictions visible upon the ground, or easements of record as recorded in the Lehigh County Recorder of Deeds Office.

9. If any surveys are necessary or desired, they shall be secured and paid for by the Buyer(s).

10. Buyer(s) shall be responsible for and pay for the services of a title agent to conduct settlement hereunder.

11. Taxes and all other periodic realty costs, if any, shall be apportioned pro rata as of the date of the taking of possession. All taxes shall be considered to be on a calendar year basis, with the exception of school taxes, which will be pro-rated on a fiscal year basis. All real estate transfer taxes will be divided equally between the Buyer(s) and the Seller(s) at the time of payment of the balance.

12. The Buyer(s) understands that upon the acceptance of his or her bid, the Buyer(s) is the equitable owner of the Property, and should make adequate provision for the protection of same. Should the Property be damaged by calamity after the instant auction, but prior to settlement, the Seller(s), may, at the Seller(s)'s option, declare the instant Agreement null and void, thereafter, returning all down monies to the Buyer(s).

13. It is understood that the Buyer(s) has inspected the Property, and that the Buyer(s) has agreed to purchase the Property at the instant auction as a result of such inspection, and not because of or in reliance upon any oral or written representation made by the Seller(s) or by any agent of the Seller(s), and that the Buyer(s) has agreed to purchase the Property in an "AS IS, WHERE IS" condition as of the date and time of settlement without any representation of the Seller to perform repairs or make replacements to the Property. By way of explanation and without limitation, the Seller(s) does not represent or warrant the condition of the following: the roofs, heating, plumbing and electrical systems; the septic and well water systems; the structural integrity, the asbestos content and the base of paints used in connection with the Property. The Seller(s) makes no warranties or guarantees, expressed or implied, as to the condition of the Property or as to the quantity, quality, condition and/or usability of the structures or any equipment or fixtures located on the Property and Buyer(s) agrees that anything of an environmental nature shall be the sole responsibility of the Buyer(s). Neither the Seller(s) nor any agent or representative of Seller(s) has made any representations as to any environmental, health or safety conditions which exists or may arise as a result of the Property or any other conditions which could have any adverse health, safety or environmental impact upon the Property.

14. This document, including the attached Buyer's Acknowledgment, contains the whole agreement between the Seller(s) and the Buyer(s) and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale. Any changes or additions to this Agreement of Sale for Real Estate at Auction must be made in writing and executed by the parties hereto.

15. The Seller(s) represents that the Property is serviced by a public water system. Buyer(s) may contact the Northampton Borough Municipal Authority for additional information at 610-262-6711.

The Seller(s) represents that the Property is serviced by a public sewer system. Buyer(s) may contact the Coplay Whitehall Sewer Authority for additional information at 610-437-4461.

16. If the Buyer(s) of the Property shall fail to complete the purchase by Monday, November 4, 2024, by paying and securing the balance of the purchase money and taking possession of the Property on the day mentioned for that purpose, then this Agreement, at the option of the Seller(s), may be declared null and void and neither party shall have any further obligation to the other, in which case the down money shall be retained by the Seller(s), and the Seller(s) may proceed to make a resale of the Property, either at public or private sale, it being expressly understood that the said down payment money is not paid or given by way of penalty, but as and for the liquidation damages agreed on by the parties, which the Seller(s) is to have from the Buyer(s) for non-compliance with this Agreement.

17. Time is of the essence.

18. Any personal property remaining on the Property at the time of settlement shall be considered a part of this sale.

19. This sale is in no manner contingent upon the procurement of financing for the purchase of the Property by the Buyer(s), and no mortgage contingencies exist herein.

20. Tender of an executed deed and purchase money is hereby waived. However, nothing herein contained shall be construed as to relieve the obligation for preparation and delivery of the Deed or to relieve Buyer(s) from the concurrent obligation to pay the balance of the purchase price.

21. This Agreement shall not be assigned or transferred by the Buyer(s) without the written consent of the Seller(s) being first had and obtained which consent may be withheld for no reason or for any reason whatsoever. Subject to the said provision regarding assignment by Buyer(s), this Agreement shall extend to and bind the heirs, executors, administrators and assigns of the respective parties hereto.

22. Buyer(s) understands and agrees that any and all requirements needed for compliance with all federal, state or local laws, ordinances, inspections, permits, zoning or for use and occupancy are strictly and solely Buyer(s) responsibility at Buyer(s)' sole cost and expense. Whitehall Township, Lehigh County, PA (the municipality where the Property is located) has Certificate of Occupancy requirements.

Notwithstanding paragraph 13 of this Agreement, the Auction Company as Agent for the Seller(s), and in accordance with these requirements, arranged for an inspection of the Property with the Whitehall Township Code Enforcement Office. This inspection was done on Monday, July 22, 2024. Following this inspection a report was issued by the Whitehall Township Codes Inspector who performed the inspection on the same day, consisting of four (4) pages, and is attached herein and made a part hereof and marked as **Exhibit A**. The Seller(s) provides the same for informational purposes and the Seller(s) shall have no obligation to make any repairs or changes as may be required by Whitehall Township, and furthermore the Seller(s) assumes no responsibility or liability as it relates to the findings in the Whitehall Township Certificate of Occupancy inspection report.

23. Buyer(s) agrees and acknowledges that income if any, and expenses, lot sizes, lot areas, lot plans, all measurements, building descriptions, building locations, parking spaces on Property, shown or described in any circular, website or other advertisement of this auction sale may not be accurate. Buyer(s) further agrees and acknowledges that Buyer(s) is relying upon Buyer(s) own inspection of the Property and not upon any other description or representation made by Seller(s), Robert H. Clinton & Company, Inc., Auctioneers & Appraisers, or their agents.

24. Robert H. Clinton & Company, Inc., Auctioneers & Appraisers, is acting only as auctioneer and agent and shall in no way be liable to the Buyer(s) or the Seller(s) for the performance or non-performance of any of the foregoing conditions of sale.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year

_____ DATE
_____ SELLER
_____ SELLER
_____ BUYER S.S. NO. _____
_____ BUYER
_____ WITNESS

BUYER'S ACKNOWLEDGMENT

I hereby acknowledge that I have this day purchased at public auction all that certain realty with improvements located thereupon as described in the foregoing Agreement of Sale for Real Estate at Auction.

- 1. Buyer(s):
- 2. Total Purchase Price:
- 3. 10% Deposit/Down Money:
- 4. Settlement Date, on or before: Monday, November 4, 2024
- 5. Address of the Property: 3319 Barklay Circle
Whitehall, Whitehall Twp., Lehigh Co., PA 18052
- 6. Parcel ID No: 549859943554 (1)
- 7. Deed Book: 1262 / Page: 0726

The foregoing Agreement of Sale for Real Estate at Auction shall be taken and considered as the terms of agreement for the sale and purchase, respectively. IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year.

DATE

SELLER

SELLER

BUYER SS NO. _____

BUYER

ADDRESS

TELEPHONE

WITNESS

EXHIBIT A


CERTIFICATE OF OCCUPANCY INSPECTION REPORT
(consisting of 4 pages)

3319 Barklay Circle CO Report

Derek Woodis <dwoodis@whitehalltownship.com>

Mon 7/22/2024 2:34 PM

To:rhclintonauction@hotmail.com <rhclintonauction@hotmail.com>

 1 attachments (202 KB)

3319 Barklay Circle CO Report.pdf;

Good Afternoon,

I have attached the CO report from the inspection this morning. Please share with prospective buyers and/or realtors so I can be contacted with any questions and for re-inspection.

Thank you,

Derek Woodis

Codes Inspector, Whitehall Township
3219 MacArthur Road
Whitehall, PA 18052

610-437-5524 ext. 1123
dwoodis@whitehalltownship.com

Whitehall Township

Lehigh County, Pennsylvania

RESIDENTIAL SINGLE FAMILY – SALE/ RENT
MULTIFAMILY - LEASE / RENT - MULTIFAMILY SALE OF BUILDING

Property Address	3319 Barklay Circle
Inspection Date	07/22/24
Re-inspection Date	

Electrical Items

Electrical Service Connections	
Service ground to water pipe	- Bonding is required at the water meter.
Minimum 100 amperage service	
Condition of electrical service cable	
Two receptacles per room	
Access to electrical service panel	
Unused openings in panel box closed	
Closet light fixture status	
Bathroom and laundry area receptacles GFCI protected Bathroom lighting fixture receptacles eliminated	- The laundry area receptacle is required to be GFCI protected. - The basement bathroom receptacle is required to be GFCI protected. - The basement bar area receptacle is required to be GFCI protected.
Kitchen receptacles w/in 6' of sink GFCI protected.	- (4) kitchen receptacles are required to be GFCI protected.
Visible electrical violations	

Fire Safety

Smoke detectors on all levels including basement and each sleeping area	- (4) smoke detectors are required; 1 in each of the 3 bedrooms and 1 in the hallway nearest the bedrooms.
Smoke detectors battery backup, interconnected if required (construction after 1993)	
Firewalls between units, where applicable	
Firewall between garage and living area: 1/2" or 5/8", depending on conditions	
Solid core or steel entry door, not hollow cored or door(s) with glass between garage & living area	- (2) solid core, 20-minute rated fire doors are required; 1 between the garage and kitchen areas and 1 between the garage and basement areas.
Operational windows in sleeping areas	
CO Alarm installed in vicinity of bedrooms or where required for all utilizing fossil-fuel burning heater and/or appliances or with an attached garage	- (2) CO detectors are required; 1 in the hallway nearest the bedrooms and 1 in the basement area.

Venting/Mechanical/Plumbing

Dryer venting to exterior or other approved method	
Chimney venting for high efficiency heaters	
Proper venting heating equipment	
Exhaust fan/operational window in bathroom and toilet room.	
Oil burner shut off switch at top of stairs. Located outside heater room. Slab homes only.	
Hot water heater temperature & pressure valve piped to within 6" of floor. Sizing reductions are not permitted.	- Extend the hot water heater piping down to within 6" of the floor.
Plumbing fixtures inoperable or in visible disrepair.	

Building

Handrails on stairs if four or more risers	
Barriers on open stairways and or platforms	
Landing or platform for door swing over interior stairs	
Structural damage	
Cracked/broken windows	
Concrete floor in basement	
Interior waste/debris/unsafe and or insanitary conditions	

Exterior

Swimming pool - secured properly	
Property address properly displayed - minimum 4" high Arabic numerals	- 4-inch house numbering is required.
Removal/abandonment of cistern/outhouse	
Exterior waste/debris/unsafe and or insanitary conditions	

In addition to the above the following apply to RESIDENTIAL MULTI FAMILY SALE OF THE BUILDING

Smoke detectors in common and storage areas	
Firewalls between units, where applicable	
Firewalls from ground to roof, including attic areas	
Stairways free of obstructions	
Door locks - per code and operational	
Door swing - egress - for occupancy loads of 50 or more	
Door hardware, self-closures where applicable	
Unobstructed passageways	
Exit. Emergency lighting, alarm bells.	
Elevator doors - closed tight	
Neatness of storage areas, flammable liquid storage	
Amount, size and status of fire extinguishers	

Sprinkler system operation	
Fire alarm system operation	
Boiler/heating room cleanliness/ventilation	
Wall or ceiling openings - closed	

Reinspection Due By:	BEFORE OCCUPANCY
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