

TERMS OF SALE

SELLER(s): Edith Mae Bell Reichert & Joseph Isaac Reichert Exes.

offers for sale that certain parcel of real estate more fully described as follows, to wit:
Dwelling house + improvements situate at 189 Tuscarora Path
Ickesburg, PA 17637, Saville Twp, Perry County, Record BK 496 Pg. 151.
Tax Map/Parcel ID # 230-054.01-023.000.

upon the following terms and conditions, to wit:

1. SELLER(s):
 - (a) reserve(s) the right to refuse any and all bids;
2. A down payment of ten (10%) percent of the purchase price in the form of cash or a cashier's check shall be required at time of knockdown.
3. The 2% realty transfer tax shall be divided evenly between SELLER(s) and BUYER(s).
4. The county, township, borough, and school realty taxes shall be prorated to date of settlement.
5. Settlement shall be on or before December
November 21, 2023
6. At settlement, SELLER(s) shall tender a special warranty deed to BUYER(s) conveying good and marketable title to the subject premises unto BUYER(s). Title shall be considered good and marketable if certified, with no exceptions:
 - (a) by a member in good standing of the Pennsylvania Bar; or
 - (b) by a real estate Title Insurance Company, currently duly licensed with the Commonwealth of Pennsylvania, and in current good standing therein.
7. At settlement, BUYER(s) shall tender the balance of the purchase price unto SELLER(s).
8. If SELLER(s) should materially breach this Agreement, then said down payment shall be returned to BUYER(s).

9. 10. If BUYER(s) materially breach(es) this contract, BUYER(s) shall forfeit said downpayment to SELLER(s).

10. 11. This sale:

_____ is not contingent upon BUYER(s) obtaining financing.

INTENDING to be legally bound, we have hereunto set our hands and seals the date first above written.

Seller

Witness:

Seller

Buyer

Buyer

Sworn and subscribed before me, this _____ day of _____, 20____.

Notary

AGREEMENT OF SALE

Made, this _____ day of _____, in the year of our Lord Two
Thousand and ~~thirty three~~ ⁽²⁰²³⁾, BETWEEN: Edith Mac Bell Reichert and
Joseph Isaac Reichert, ~~Co-Executors~~ of Juniata County,
Pennsylvania, party of the first part, hereinafter SELLER(S)

AND

husband and wife, of _____
County, Pennsylvania, party of the second part, hereinafter BUYER(S)

WITNESSETH, that SELLER(S), in consideration of the covenants and
agreements hereinafter contained, on the part of the SELLER(S) to be kept and
performed, have agreed and do hereby agree to sell and convey unto BUYER(S) who
agree(s) to purchase all the land and premises hereinafter mentioned and fully described,
for the sum of _____ Dollars at
time of settlement which shall be no later than _____.

IT IS FURTHER AGREED AS FOLLOWS:

1. A down payment of \$ 10,000.00 is required.
2. Settlement shall be held on or before December 21, 2023.
3. The "date of Execution" or "execution date" of this Agreement shall be
defined as the date the last person/party, above-named signs this Agreement.
4. At settlement, upon the payment of the aforesaid sum of
_____ Dollars, SELLER(S) will at his/her/their

own expense make, execute and deliver to BUYER(S), a good and sufficient Deed for the property described further hereinafter conveying and assuring of the said premises in fee simple, free from all encumbrances/liens, dower, or right of dower, such conveyance to contain the usual covenants of Special Warranty. SELLER(S) shall deliver to BUYER(S) the signed and acknowledged deed of special warranty to the premises described above.

5. The parties shall pay state and local realty transfer taxes in equal shares.

6. Annual real estate taxes shall be pro-rated to the date of settlement.

7. Title to said premises must be good and marketable and such as will be Certified by any Attorney, chosen by the BUYER(S), licensed to practice in the Commonwealth of Pennsylvania.

8. In the event of default by BUYER(S) of any of the terms of this Agreement, and provided SELLER(S) ~~is~~ are not in default of any of the terms of this Agreement, BUYER(S) shall forfeit the sum of \$10,000.00 Dollars to SELLER(S). SELLER(S) shall also have any other remedies against BUYER(S) as provided by law.

9. If SELLER(S) shall be in default of any of the terms and conditions of this Agreement, then BUYER(S) may, at BUYER(S) option, immediately terminate this Agreement, whereupon SELLER(S) shall refund to BUYER(S) any down payment money.

10. Radon Gas Disclosure: As required by law, SELLER(S) make(s) the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building insufficient quantities, may present health risks to persons

who are exposed to it over time. Levels of radon that exceed federal and state guideline have been found in buildings in Juniata County. Additional information regarding radon and radon testing may be obtained from your county public health unit.

11. Lead Paint Disclosure: "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(S) of any interest in residential real estate is required to provide the BUYER(S) with any information on lead-based paint hazards from risk assessments or inspection in the SELLER(S)' possession and notify the BUYER(S) of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

12. This Agreement shall extend to and be binding upon the heirs, executors and administrators of the parties hereto.

13. This Agreement shall not be filed of record.

14. The said time of settlement and all other times referred to for the performance of any of the obligations of this Agreement are hereby agreed to be of the essence of this Agreement unless extended in writing by all parties.

15. The terms and conditions of this Agreement shall survive settlement.

16. BUYER(S) agree(s):

They have inspected the property and are purchasing it "as is".

This sale is contingent upon BUYER(S) obtaining financing from _____ in the amount of \$ _____.

This sale is not contingent upon BUYER(S) obtaining financing.

SELLER(S) Property Disclosure Statement is annexed hereto and

BUYER(S) hereby acknowledge receipt of same.

17. SELLER(S) will maintain the Property, grounds, fixtures in its present condition, normal wear and tear excepted, and the following personal property which are specifically included with purchase: _____

18. SELLER(S) will bear the risk of loss from fire or other casualties until time of settlement. In the event of damage by fire or other casualties to any property included in this sale, BUYER(S) will have the option of rescinding this Agreement and promptly receiving all monies paid on account of the purchase price or accepting the Property in its then condition together with the proceeds of any insurance recovery obtainable by SELLER(S). BUYER(S) are/is hereby notified that BUYER(S) may insure BUYER(S)' equitable interest in the Property as of the date of execution of this Agreement.

19. No modification or waiver of any of the terms hereof shall be valid unless in writing and signed by all of the parties hereto and no waiver of any breach hereof or

default hereunder shall be deemed a waiver of any subsequent default of the same or similar nature.

20. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

21. This Agreement constitutes the entire understanding of the parties and supersedes any and all prior Agreements and negotiations between them. There are no warranties, except those expressly set forth herein.

AND BUYER(S) agree(s) with SELLER(S), to purchase the said premises and pay therefor the sum of _____ Dollars, in the manner and at the times hereinbefore provided.

AND IT IS FURTHER AGREED, by and between the said parties, that possession of said premises shall be delivered to the parties of the second part, their heirs and assigns no later than the date of settlement.

The said premises are described as follows:

ALL THAT CERTAIN Dwelling house and improvements situate
at 189 Tuscarora Path, Ickesburg, PA 17037, Saville Twp, Perry
County, Record Book 496 Pg. 151. Tax Map/ Parcel ID # 230-054.01-23.000.

IN WITNESS WHEREOF, the said parties to this Agreement acknowledge he/she/they have read this Agreement in its entirety, consisting of this and five (5) other pages and have had the opportunity to have the same reviewed by the attorney of their choosing, and intending to be legally bound, have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness	<u>Edith Mac Bell Reichert</u>	Seller
Witness	<u>Joseph Isaac Reichert</u>	Seller
Witness		Buyer
Witness		Buyer