

**REAL ESTATE
AGREEMENT FOR THE SALE OF REAL ESTATE**

THIS AGREEMENT, made this 21 day of SEPT A.D. 2022

1. Between STEPHEN J. CHAPPEL (ESTATE) ELMER A LESUER III EXEC (hereinafter called Sellers) and _____ (hereinafter called Buyer).

2. WITNESSETH: Seller hereby agrees to sell and Buyer hereby agrees to buy. That certain parcel of land Located at: 7871 PERRY HWY (R19), MEADOWVILLE, PA 16335 UNION TWP containing land approximately: 2.2 ACRES PER DEED BK 561 PG 673

3. For the sum of _____ Dollars with the sum of _____ Dollars paid upon the signing of this agreement by Buyers and the balance of _____ Dollars in cash at closing. Said amount to be held in escrow by C. Sherman Allen, Auctioneer who is agent for seller.

4. It is understood and agreed that risk or loss or damage to the property described above shall be upon Seller until Deed Transfer.
5. It is understood and agreed that the State & Local Transfer Taxes shall be borne equally between the Seller and Buyer.
6. The Seller agrees to make, execute and deliver to Buyer, a good and suffice deed containing covenants of [General] Warranty conveying said premises. In fee simple, free and clear of all liens and encumbrances, subject to any normal and customary easements or rights of way and subject to any conditions of restrictions contained in prior deeds or plan of lots. Said Title being conveyed shall be good and marketable.
7. REAL ESTATE TAXES, RENTS AND INSURANCE SHALL BE PRO-RATED AS OF DATE OF POSSESSION AS ASSESSED.
8. DEED TRANSFER AND SETTLEMENT TO BE ON OR BEFORE 45 DAYS FROM AUCTION DATE.
9. POSSESSION TO BE GIVEN BUYERS DEED TRANSFER.
10. This sale and settlement hereunder are not conditional or contingent in any matter upon the sale or settlement of any other real estate, nor subject to any mortgaging or financing.
11. REPRESENTATIONS (11-81) It is understood that Buyer has inspected the property, or hereby waives the right to do so and has agreed to purchase it as a result of such inspection and not because of or in reliance upon any representation made by the Seller or any other officer, partner or employee of Seller, or by agent of the Seller, or any of the latter's salesmen and employees, or by a cooperating Broker, if any, or any of his salesmen and employees and that he has agreed to purchase it in its present condition unless otherwise specified herein. It is further understood that this agreement contains the whole agreement between the Seller and Buyer and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale. Furthermore, this agreement shall not be altered, amended, changed or modified except in writing executed by the parties hereto.
12. AGENT It is expressly understood and agreed between the parties hereto that the herein named agent, his salesmen and employees or any officer or partner of agent and any cooperating broker and his salesmen and employees and any officer or partner of the cooperating broker are acting as agent only and 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 nonperformance thereof.
13. SURVEY: Any survey or surveys which maybe required by the abstracting attorney, for the preparation of an adequate legal description of the premises (or the correction thereof), shall be secured and paid for by the Seller, however, any survey or surveys desired by the Buyer or required by his mortgagee shall be secured and paid for by the Buyer.
14. FIXTURES, TREES, SHRUBBERY, ETC. (11-31): All existing plumbing, heating and lighting fixtures (including chandeliers) and systems appurtenant thereto and forming a part thereof, and other permanent fixtures, as well as all laundry tubs, TV antennas, masts and rotor systems, together with wall to wall carpeting, screens, storm sash and/or doors, shades, awnings, venetian blinds, couplings for automatic washers and dryers, etc., radiator covers, cornices, kitchen cabinets, drapery rods, drapery rod and curtain rod hardware, all trees, shrubbery, plantings now in or on property, if any, unless specifically exempted in this agreement. Any remaining heating and/or cooking fuels stored on the premises at the time of settlement are also included under this agreement. Seller hereby warrants that he will deliver good title to all the articles described in this paragraph and any other fixtures or items of personalty specifically scheduled and to be included in this sale.
15. It is understood and agreed that the above dates are approximate and this agreement will be considered valid if transfer, settlement and possession occur within a reasonable time after the dates set forth herein.
16. Additional Clauses: A) Selling Property "as is where is" and in its present condition. B) "Maybe" Lead Based Paint Used on Buildings. C) Purchaser has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
17. DOWN PAYMENT PAID ABOVE SUBJECT TO SELLER'S APPROVAL. If Seller disapproves, the down deposit is to be refunded to the Buyer. Should the Buyer fail to fulfil and perform any of the conditions of this agreement, then and in that case all deposits and other sums paid by the Buyer on account of the purchase price shall be retained by the Seller, either on account of the purchase price, or as liquidated damages for such breach, as the Seller may elect.
18. This agreement shall be binding upon the parties hereto and upon their heirs, executors, administrators, successors or assigns.

(X) _____
Witness to Buyer

(X) C. Sherman Allen
Witness to Seller

Buyer

Buyer

STEPHEN J. CHAPPEL OWNER
Seller

Elmer A. Lesuer III EXECUTOR
Seller

(x) Not a relative