

10. 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.

11. BUYER(S) shall be responsible for payment of heating oil remaining in the tank at closing to SELLER(S) based on SELLER(S) most recent bona fide receipt for payment of same, if applicable. A good faith estimate of remaining heating oil will be made as close to the settlement date as possible.

12. The BUYER(S) understands that upon the acceptance of his or her bid, the BUYER(S) has an equitable interest in the subject realty.

Should the subject realty be damaged by calamity after the instant auction, but prior to settlement, the SELLER(S), may, at the SELLER'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 subject real estate, and that the BUYER(S) has agreed to purchase the subject real estate 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 subject real estate in an "as is" condition without any representation of SELLER(S) to perform repairs or make replacements to said premises. By way of explanation and without limitation, SELLER(S) does not represent or warrant the condition of the roofs, the heating and electrical systems, the structural integrity, the asbestos content, the base of paints used in connection with said premises. SELLER(S) makes no warranties or guarantees, expressed or implied, as to the condition of said premises or as to the quantity, quality, condition and/or usability of the structures or any equipment or fixtures located on said premises and buyer agrees that anything of an environmental nature shall be the sole responsibility of the BUYER(S). Neither 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 said premises or any other conditions which could have any adverse health, safety or environmental impact upon the premises.

14. This document contains the whole agreement between the SELLER(S) and the BUYER(S), which also includes the attached Addendum concerning the onsite well water system and the attached BUYER'S(S) ACKNOWLEDGEMENT. These two documents are attached to this Terms and Conditions of Sale Agreement for Real Estate at Auction and are incorporated herein by reference and made a part hereof. There are no other terms, obligations, covenants, representations, alterations, amendments, modifications, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. Any changes or additions to this Terms and Conditions Sale Agreement for Real Estate at Auction must be made in writing and executed by the parties hereto.

Initial _____ Seller
 _____ Seller
 _____ Buyer

15. SELLER(S) represents that the subject property is serviced by an on-site water and sewer system. BUYER(S) are placed on notice that a municipal sewer system may not be available to the property. BUYER(S) should contact the sewage enforcement office, if applicable.

NAME: Lower Mount Bethel Twp. Office
2004 Hutchinson Ave., Martins Creek, PA 18063
TELEPHONE: 610-252-5074

16. If the BUYER(S) of the subject real estate shall fail to complete the purchase by the 7th of October, 2021, by paying and securing the balance of the purchase money and taking possession of the subject realty on the day mentioned for that purpose, then this Agreement, at the option of the SELLER(S), may be declared void, 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 subject real estate, 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 subject premises at the time of closing shall be considered a part of this real estate transaction.

19. This sale is in no manner contingent upon the procurement of financing for the purchase of subject real estate by the BUYER(S), and no mortgage contingencies exist herein.

20. BUYER(S) acknowledges that this sale is subject to a certain lease/rental agreement. At settlement, the parties shall execute an Assignment of Lease, whereby SELLER(S) shall assign to BUYER(S) all rights and duties of the lease not terminated as of the date of settlement. Rents will be apportioned as of the closing date.

21. Tender of an executed deed and purchase money is hereby waived but nothing herein contained shall be construed as to relieve SELLER(S) from the obligation to deliver the Deed or to relieve BUYER(S) from the concurrent obligation to pay the balance of the purchase price.

22. 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. 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.

23. 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.

Initial _____ Seller
_____ Seller
_____ Buyer

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.

25. 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 further agrees and acknowledges that BUYER(s) is relying upon BUYER'S(S) own inspection of the property and not upon any other description or representation made by SELLER, Robert H. Clinton & Company, Inc. or their agents.

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)' ACKNOWLEDGEMENT

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 Conditions of Sale.

- 1. Buyer:
- 2. Purchase Price:
- 3. Down Money:
- 4. Settlement Date, on or before: Thursday, October 7, 2021
- 5. Address of Property: 6686 and 6696 School Road, Martins Creek, PA 18063
- 6. Parcel ID #: H10NW1 8 4 0317
- 7. Deed Book #: 369; Page #s: 288, 289, 290

The foregoing Conditions of Sale 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. ___Tuesday, August 24, 2021 ___DATE

SELLER

SELLER

BUYER) S.S. NO. _____

BUYER

ADDRESS

TELEPHONE

WITNESS

Initial _____ Seller
_____ Seller
_____ Buyer

ADDENDUM TO
TERMS AND CONDITIONS OF SALE AGREEMENT
FOR REAL ESTATE AT AUCTION

Estate of Eva Mary DiLorenzo, Dec'd.
6686 and 6696 School Street
Martins Creek, Lower Mount Bethel Twp., Northampton Co., PA 18063
Parcel ID #H10NW1 8 4 0317
Deed Book #369, Pages: 288, 289 and 290
Auction Date: Tuesday, August 24, 2021

BUYER(S) acknowledges that the SELLER(S) of the subject real estate ordered maintenance to be performed on the onsite well water system on various days during the months of June and July, 2021. Maintenance and service on the well water system was performed by Long's Water Technology, Inc., D.B.A. Long's Eco Water Systems, 2782 PA Route 309, Orefield, PA 18069, phone: 610-398-3737. An invoice is attached to this Addendum from Long's Water Technology, Inc. (invoice no. 60758, work order no. 90693, service date July 16, 2021). This document details water tests performed and remediation. Remediation included a new ultra-violet light system, ATS Model PFC-8 and an Acid Neutralizer Replenisher, among other items as listed. Cost of remediation has been paid for by the SELLER(S).

This Addendum and a copy of the aforementioned invoice are attached to the aforementioned Terms and Conditions of Sale Agreement for Real Estate at Auction and are incorporated herein by reference and made a part hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year. TUESDAY, AUGUST 24, 2021.

_____ SELLER

_____ SELLER

_____ BUYER S.S. NO. _____

_____ BUYER

_____ WITNESS

Long's Water Technology, Inc.
 D.B.A. Long's EcoWater Systems
 2782 PA Route 309
 Orefield, PA 18069
 (610) 398-3737
 longscowater@yahoo.com

Invoice

**LONG'S
 ECOWATER**
 S Y S T E M S[®]



Your Water. Perfected.™

Bill To
Eva Mary Dilorenzo PO Box 201 Martins Creek, PA 18063

Work Order	Terms	Due Date	Rep	Service Date	Customer Phone	Invoice #
90693	Net 30	8/15/2021		7/16/2021	610-252-4434	60758

Quantity	Item Code	Description	Price Each	Amount
1	4001-20	Ultraviolet System, ATS Model PFC-8 Serial No. 21G0010 Materials/Labor to Install	1,125.00	1,125.00
1	4007-10	Water Testing - Re-Test, Bacteria - Pass	42.50	42.50
1	4007-10	Water Testing, Chemical Hard: 0 / pH: 7.2	0.00	0.00T
1	4003-40	Maintenance - June 23, 2021 Acid Neutralizer Replenisher	189.00	189.00T
1	4003-40	Sanitize	5.00	5.00T
4	4003-35	Resin Mate	4.00	16.00T
1	4007-10	Water Testing, Bacteria - Fail	42.50	42.50
		PLEASE NOTE: Your water treatment system requires yearly maintenance to ensure your water quality. We will send you a maintenance card next July. If you have any questions, please call our office at (610) 398-3737.		
		Sales Tax	6.00%	12.60

Thank you for calling Long's EcoWater!

Total \$1,432.60

Initial _____ Seller
 _____ Seller
 _____ Buyer