

CONDITIONS OF SALE

1. The Seller reserves the right to withdraw this property from sale at any time.
2. The highest bidder shall be the Purchaser and if a dispute arises between two or more bidders the property shall be immediately put up again.
3. No bid shall be retracted.
4. Immediately after bid is accepted, the Purchaser shall pay to Seller a down payment of ten percent (10%) of the purchase price and shall sign an Agreement of Sale for the payment of the remainder within forty-five (45) days.
5. The Seller shall pay for the drawing of the deed, the acknowledgment thereon, and one-half (1/2) of the Pennsylvania and one-half (1/2) of the local Realty Transfer Taxes. The Purchaser shall pay all other expenses of the conveyance.
6. This sale does not include any personal property.
7. The property is being sold "as is".

AGREEMENT OF SALE

THIS AGREEMENT OF SALE made this 26th day of March, 2020, and between the Estate of James P. Borst, by and through the Executrix, Alayne J. Koller (hereinafter referred to as "Seller"), party of the first part,

a n d

(hereinafter whether one or more referred to as "Purchaser "), party of the second part.

WITNESSETH:

That the Seller agrees to sell and convey and the Purchaser agrees to purchase the premises located at 300 Walnuttown Road, Ruscombmanor Township, Berks County, Pennsylvania, as more particularly described in Exhibit "A" attached hereto, including the private roadway, as more particularly described in Exhibit "B" attached hereto, upon the following terms and conditions:

1. The Purchaser agrees to purchase said real estate for the sum of

\$ _____

payable as follows:

- (a) \$ _____ upon the execution of this

Agreement; and

(b) The balance in cash on the date of settlement, which settlement shall be held on or before forty-five (45) days from the date hereof.

2. Seller shall deliver a deed for and possession of said premises on the date of settlement.

3. The title to said premises shall be such as will be insured by any reputable title insurance company doing business in the County of Berks as a good, complete and marketable title at regular rates free and clear of all liens and encumbrances except the following:

(a) Utility service easements.

(b) Provisions of municipal ordinances.

(c) Variation of lines and deficiency in quantity of ground.

(d) Easement of all roads, streets, lanes and avenues, if any, bounding or included within the boundaries of the premises.

4. All personal property appurtenant to or used in the operation of said premises, including gas and electric fixtures, piping and wiring and heating and plumbing systems, are represented to be owned by the Seller and are included in this sale. Any fuel remaining on the premises at the time of settlement is not included in this sale but shall be purchased by Purchaser at the then prevailing price therefor.

5. The following items of personal property are included in this sale: NONE.

6. Taxes shall be apportioned on the basis of the fiscal year as of the date of settlement. Water and sewer rents and trash collection fees shall be apportioned as of the date of settlement.

7. The expenses of the conveyance shall be paid as follows: Seller shall pay for the preparation of the deed and one-half (1/2) of the realty transfer tax. All other expenses including one-half (1/2) of the realty transfer taxes shall be paid by Purchaser.

8. The risk of loss or damage to said premises by fire or other peril until delivery of deed is assumed by the Seller.

9. In the event title is such that it cannot be insured at regular rates by a reputable title insurance company as aforesaid, this Agreement of Sale shall be null and void unless the Purchaser elects to accept the title without insurance or subject to exceptions.

10. This Agreement shall not be recorded and nothing contained herein shall operate to bind or to affect title to the property in the event Purchaser fails to fulfill the terms hereof. In the event, despite the aforesaid, this Agreement should be recorded or entered of record, Purchaser agrees and represents that said recording shall be of no effect whatsoever and shall not constitute either public notice or a cloud on Seller's title. Purchaser hereby waives and releases any and all rights whatsoever, at law or in equity, which might otherwise accrue to Purchaser as a result of such recording.

11. Tender of an executed deed and purchase money is hereby waived.

12. Purchaser acknowledges that the premises have been inspected by Purchaser, that the property is being purchased "as is" as a result of such inspection and not as a result of any representations made by Seller and that Seller shall not be liable or responsible for any agreement, condition or stipulation relating to or affecting the physical condition or the use of the property or any physical defect in the property not specifically set forth in this Agreement.

13. Seller covenants and represents that prior to the execution of this Agreement no notice from any governmental authority has been served upon the premises or upon the Seller or Seller's agent requiring or calling attention to the need for any work, repairs, construction, alterations or installations on or in connection with the premises which have not been complied with. Purchaser will be responsible for the costs of all such work, repairs, construction, alterations or installations which may be required or called attention to by any notice served by any of the said authorities at or after the execution of this Agreement.

14. Time is of the essence of this Agreement and in the event that Purchaser fails to make settlement as herein provided, the sum or sums paid on account are to be retained either (a) as payment on account of the purchase price by the Seller who shall have the right to collect the balance of said purchase price by suit in assumpsit or for specific performance, or (b) as compensation for the damages and expenses that were incurred by the Seller as the Seller shall elect. In the latter case, this Agreement shall become null and void and both the Seller and the

Purchaser discharged from any and all liability hereunder.

15. This is the entire agreement between the parties covering everything agreed upon or understood in the transaction. There are no oral promises, conditions, representations, understandings, interpretations, or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties. No change or addition is to be made to this Agreement, except by written agreement executed by the parties.

16. For the true performance of all the terms and conditions aforesaid, the Seller and the Purchaser bind themselves, their heirs, executors, administrators, successors and

assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

_____(SEAL)
Alayne J. Koller, Executrix of the Estate of James P. Borst

("Seller")

_____(SEAL)

_____(SEAL)

("Purchaser")

EXHIBIT "A"

THIS INDENTURE MADE THE 9th day of November in
the year of our Lord one thousand nine hundred and ninety-eight (1998).

BETWEEN:

RUSSELL R. DRUMHELLER and KATHRYN J. DRUMHELLER, husband and wife,
herein designated as the Grantors,

AND

JAMES P. BORST, herein designated as the Grantees;

WITNESSETH that the said Grantors, for and in consideration of \$115,000 lawful money of the United States of America to the Grantors in hand well and truly paid by the Grantees, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and the Grantors being therewith fully satisfied, do by these presents grant, bargain, sell and convey unto the Grantees forever,

All that certain tract or parcel of land and premises, situate, lying and being in the Township of Ruscombmanor in the County of Berks and Commonwealth of Pennsylvania, more particularly described as follows:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER with all and singular the tenements, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; **AND ALSO** the estate, right, title, interest, property, claim and demand whatsoever both in law and in equity of the said Grantors, of, in, to or out of the said premises, and every part and parcel thereof.

TO HAVE AND TO HOLD the said premises above described with the building and improvements thereon erected, hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns forever.

AND the Grantors covenant that, except as may be herein set forth, they do and will specially **WARRANT** and **DEFEND** the lands and premises, hereditaments and appurtenances

VL3004PG2173

hereby conveyed, against the Grantors and all other persons lawfully claiming the same or to claim the same.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designations in intended to and shall have the same effect as if the words "heirs, executors, administrators, persona or legal representatives, successors and assigns" had been inserted after each and every such designation.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, or if a corporation, it has caused these presents to be signed by its proper corporate officers and its corporate seal to be affixed hereto, the day and year first above written.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF
OR ATTESTED BY**

Russell R. Drumheller (SEAL)
Russell R. Drumheller

Kathryn J. Drumheller (SEAL)
Kathryn J. Drumheller

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the Grantee herein is as follows:

300 Walnuttown Rd
Westwood PA 19520-9345

Attorney or Agent for Grantee

VL3004PG2174

SCHEDULE "A"

ALL THAT CERTAIN tract of land, together with the buildings and improvements erected thereon, situate in the Township of Ruscombmanor, County of Berks, and Commonwealth of Pennsylvania, and being more fully bounded and described as follows, to wit:

BEGINNING at an iron pin in the northern side of an unimproved road leading to Snyder's Hotel; thence South 87 degrees 45 minutes West 38.3 perches to a corner now or late of Elton F. Strause; and thence along same, North 1 degree 54 minutes 30 seconds East (heretofore erroneously given as East 1 degree 54 minutes 30 seconds North) 13 perches to a point, a corner now or late of Ludwig Jorczyk's land; thence along the same, North 83 degrees 45 minutes East 38.1 perches to a point, a corner of now or late Charles J. Miller's land; thence along the same; South 1 degree 54 minutes 30 seconds West (heretofore erroneously given as West 1 degree 54 minutes 30 seconds South) 12 perches to the place of beginning.

CONTAINING in area three (3) acres and two (2) perches of land, more or less.

BEING THE SAME PREMISES WHICH WARREN L. SCHLESSMAN AND SHARON L. SCHLESSMAN, HIS WIFE, by Deed dated 4/14/87 and recorded 4/15/87 in Record Book Volume 1934, Page 1057, Berks County records, granted and conveyed unto RUSSELL R. DRUMHELLER AND KATHRYN J. DRUMHELLER, HIS WIFE.

VL3004PG2175

Commonwealth of Pennsylvania)
County of Berks)ss

On this the 9th day of November, 1998, before me, the undersigned Officer, personally appeared Russell R. Drumheller and Kathym J. Drumheller, known to me, or satisfactorily proven, to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARIAL SEAL
BRIDGET L. FONTE, Notary Public
Wyomissing, Berks County, PA
My Commission Expires 1-28-2002

My Commission Expires:

(Notarial Seal)

[Handwritten Signature]
[Notary Seal]

1,150.-
1,150.-
200
11,500
13,500



RECORDED IN BERKS CO., PA

REG 98-11-18 15742 HELISSA

REG 98-11-18 15742 HELISSA

RECORDER OF DEEDS
BERKS COUNTY
READING, PA. 19601
ELIE ANTOINE

RECORDS FEE
WRIT
AFFIDAVIT HOLDING
RECORDS FEE
PA TRANSFER TAX
RISCONSADOR TWP
DIET VALLEY SD
CHECK #
ST
CRK
CB
RECORDED IN BERKS CO., PA
\$2327.00
\$2371.50
\$46.50

REG 98-11-18
HELISSA

0001

15742
86278

62252
Book 2173

VL3004PG2176

EXHIBIT "B"

Final agreement

VOL 282 1166

AGREEMENT

THIS AGREEMENT entered into this 19th day of July, 1969, by and between GROVER W. HOGUE, hereinafter called "Hogue", MAHLON WAGENHURST and BLANCHE D. WAGENHURST, his wife, hereinafter called "Wagenhurst", LILLIE HELLER, hereinafter called "Heller", and JOHN W. DeFRANCISCO and VRNAY S. DeFRANCISCO, his wife, hereinafter called "DeFrancisco";

WITNESSETH:

WHEREAS, the above parties each own land located in Ruscombmanor Township, Berks County, Pennsylvania, which land is contiguous to a private roadway that enters onto a public road known as Legislative Route 06112; and

WHEREAS, there is an existing right of way which was granted to Wagenhurst by Heller as appears in a deed from Amos C. Heller and Lillie Heller to Mahlon Wagenhurst and Blanche D. Wagenhurst found in Deed Book Vol. 1320, Page 448; and

WHEREAS, a survey was prepared for Wagenhurst, a copy of said survey being attached hereto and marked Exhibit "A", which survey shows the position of said right of way in-relation to the land of Wagenhurst and Heller; and

WHEREAS, Hogue has purchased the land marked as that belonging to Ester Madara, and DeFrancisco has purchased the land marked as that belonging to Flanery;

NOW, THEREFORE, the parties hereto, intending to be

4316
MAY 1969
REC'D

legally bound hereby, mutually agree as follows:

1. That the private road which exists shall be a right of way to all the parties to this agreement, each party to have the same right of access to Legislative Route 06112 from their respective properties and to traverse said private road as he sees fit.

2. That the point of beginning of said right of way is where the existing private road enters upon the land of Wagenhurst from the west as shown upon the aforementioned Exhibit "A" and shall continue along the course of the existing private road as shown upon said exhibit, running as it does upon the land of Wagenhurst, Hogue and DeFrancisco until said private road crosses onto the land of Heller, at which point it is identical to the right of way created by the deed from Heller to Wagenhurst as aforesaid and runs into Legislative Route 06112.

3. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of all parties hereto and shall run with the land.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above,

Grover W. Hogue (SEAL)
Grover W. Hogue

Mahlon Wagenhurst (SEAL)
Mahlon Wagenhurst

Blanche D. Wagenhurst (SEAL)
Blanche D. Wagenhurst

Lillie Heller (SEAL)
Lillie Heller

John W. DeFrancisco (SEAL)
John W. DeFrancisco

Vernay S. DeFrancisco (SEAL)
Vernay S. DeFrancisco

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COMMONWEALTH OF PENNSYLVANIA:

ss.

COUNTY OF BERKS

On this the *19th* day of July, 1969, before me the undersigned officer, personally appeared GROVER W. HOGUE, MAHLON WAGENHURST and BLANCHE D. WAGENHURST, his wife, LILLIE HELLER, JOHN W. DeFRANCISCO and VRNAY S. DeFRANCISCO, his wife, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereto set my hand and official seal.



Kathryn S. Mansfield
MY COMMISSION EXPIRES
DECEMBER 20, 1969
Notary
Public

Berks Title Insurance Co.
Policy No. *245,192*

EXHIBIT "A"

COMBINATION TWP
BANKS CO. PA

ELTON
STRAUSS
36 A. 1/4 S P

ESTER MADARA
(DEUMHELLER)

MARLEN WUNDERLICH
BLANCHIE D
ALLEN 1875 ADP

WILHELM TRACT
(CONRAD)

EVERGREEN COUNTRY
CLUB

THOMAS

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