

Introduction.

Selling 41 acres, more or less, improved with a cabin.

1. \$10,000.00 down today, balance at settlement to be held by August 3, 2022.
2. Real Estate taxes will be pro-rated as of the date of settlement.
3. The Realty Transfer tax on the sale price shall be paid by Buyer.
4. The Seller reserves the right to reject any bid.
5. The property is being sold "AS IS".
6. Title shall be marketable—that is acceptable to a reasonable purchaser and free from defects or encumbrances. Seller will provide a Special Warranty Deed at settlement.
7. The successful bidder(s) will be required to sign a written Agreement of Sale today.
8. Buyer default – Downpayment will be retained as liquidated damages
9. The following personal property stays with the house: any personal property left on the date of closing.

Have available at sale:

1. Insurance policy—insured currently \_\_\_\_\_.
2. Tax information—approximately \_\_\_\_\_ per year.

# Article of Agreement,

MADE THE 4th day of June in the year two thousand twenty-two (2022)

BETWEEN DAVID R. WOMER and CHARLENE R. WOMER LIVING TRUST dated August 12, 2002, Seller

and

Buyer

WITNESSETH, that the said Seller, in consideration of the covenants and agreements hereinafter contained, on the part of the said Buyer to be kept and performed have agreed and does hereby agree to sell and convey unto the said Buyer, his heirs and assigns, all the land and premises hereinafter mentioned and fully described, for the sum of \_\_\_\_\_ Dollars, to be paid as follows:

- \$10,000.00 down on signing of this Agreement, receipt of which is hereby acknowledged, and the balance to be paid at settlement to be held on or before August 3, 2022.
- The property that is subject to this Agreement is described as follows: All that certain tract of land situate in Miller Township, Perry County, Pennsylvania, containing 41 acres, more or less and having thereon a cabin with an address of 417 Old Limekiln Lane, Newport, Pennsylvania, and being Tax Parcel No. 160,074.00-097.000. Being described in deed recorded in Perry County Record Book 1543, Page 222.
- Real Estate taxes shall be pro-rated on the date of settlement.
- Realty transfer taxes shall be paid by Buyer.
- Time is of the Essence in this Agreement.
- It is agreed, by and between the said parties, that possession of said premises shall be delivered to the Buyer, his heirs, or assigns, on the day of settlement until which time the Seller shall be entitled to have and receive the rents, issues and profits thereof.
- In the event of default in the terms of this Agreement by Buyer, all monies paid shall be considered as liquidated damages.
- Pursuant to the Pennsylvania Sewage Facilities Act, Buyer understands that there is no existing community sewage system available to said property.
- Upon the payment of the said sum, the said Seller will, at settlement when all monies are paid make, execute and deliver to the Buyer, a good and sufficient Deed for the proper conveying and assuring of the said premises in fee simple, free from all encumbrance and dower, or right of dower, such conveyance to contain the usual covenants of special warranty. The title is to be good and marketable and such as will be insured by any responsible title insurance company at its regular rates and in the full amount of the purchase price.
- Risk of loss from fire or other casualty shall remain in the Seller until final

settlement. In case of fire or other casualty prior to settlement, the Buyer shall have the option of rescinding the agreement or of settling and obtaining an assignment of the insurance proceeds.

- The Real Estate Disclosure Act, if applicable, has been complied with prior to the signing of this Agreement.
- Buyer hereto waives all rights to disclosure and inspection for lead paint.
- Included in the sale are the following items of personal property: any personal property left on the date of closing.
- This document contains the entire agreement between the parties; there are no representations, warranties, covenants, terms or conditions, except as specifically set forth herein.
- The Buyer represents that he has inspected the premises subject to this Agreement and is satisfied with the condition, quality and quantity thereof and further agrees to accept the premises "as is."
- This Agreement shall be binding on the parties, their heirs, successors and assigns.

IN WITNESS WHEREOF, the said parties to this Agreement have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

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DAVID R. WOMER, TRUSTEE

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CHARLENE R. WOMER, TRUSTEE

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