

LEGAL DESCRIPTION

ALL that certain piece, parcel or lot of land situate in the Township of Union, County of Snyder and Commonwealth of Pennsylvania, more particularly bounded and described as follows:

BEGINNING at an iron pin at the northwest corner of this lot; thence along land now or formerly of Randall J. Soder; thence North thirty-three degrees fourteen minutes thirty-nine seconds East (N. $33^{\circ} 14' 39''$ E.) a distance of one hundred sixty-one and six hundredths (161.06) feet to an iron pin; thence along land now or formerly of Fred Brubaker; South forty-eight degrees four minutes fifty-four seconds East (S. $48^{\circ} 04' 54''$ E.) a distance of three hundred twenty-four and sixty-seven hundredths (324.67) feet to a spike set in T-436 (Petey's Hollow Road); thence along and through same and along land now or formerly of Fred Brubaker, North sixty degrees eighteen minutes twenty-eight seconds East (N. $60^{\circ} 18' 28''$ E.) a distance of three hundred seven and fifty-six hundredths (307.56) feet to a nail; thence along and through the centerline of L.R. 54018 and along land now or formerly of Loyal E. Jones, on a curve to the left having a radius of one thousand four hundred thirty-three (1,433.00) feet and an arc distance of four hundred fifty-seven and thirty-seven hundredths (457.37) feet to a point in the center of a bridge; thence along lands now or formerly of George C. Rice, South sixty-eight degrees forty-three minutes twenty-eight seconds West (S. $68^{\circ} 43' 28''$ W.) a distance of forty-six and seventy-three hundredths (46.73) feet to a point in a stream; thence along lands now or formerly of George C. Rice, South eighty-four degrees six minutes fifty-six seconds West (S. $84^{\circ} 06' 56''$ W.) a distance of one hundred six (106.00) feet to a set iron pin; thence along land now or formerly of Timothy L. Chappell, and crossing an iron pin at thirty (30.00) feet, North twenty-five degrees fifty-three minutes fifty-four seconds West (N. $25^{\circ} 53' 54''$ W.) a total distance of three hundred thirty (330.00) feet to an iron pin, the point and place of beginning. Containing Two and Two Hundred Eighty-Six Thousandths (2.286) Acres of which Six Hundred Sixty-Eight Thousandths (0.668) of an Acre is in highway rights-of-way, upon which is erected a two-story frame dwelling and minor outbuildings, as per survey of J. Leonard Meckley, R.S., dated July 24, 1979. Tax Parcel No. 18-04-075

Having an address of 58 Petey's Hollow Road, Port Trevorton, PA 17864.

BEING THE SAME which Matthew S. Martin and Katie B. Martin, his wife, by their deed dated September 29, 2010, recorded September 30, 2010, in Snyder County Record Book 872, Page 625, granted and conveyed to Matthew S. Martin and Katie B. Martin, husband and wife, the Sellers herein.

TERMS AND CONDITIONS

The terms and conditions for the sale of the real property identified on the Legal Description attached as Exhibit "A" (hereinafter "Property") are as follows:

1. **High Bidder and Rebidding.** The Property will be sold to the highest bidder or bidders above any reserve price set by Seller. If any dispute arises among bidders, the parcel(s) in dispute shall immediately be put up again and sold. Throughout this document the highest bidder or bidders will be referred to as the "Buyer."

2. **Down Payment and Buyer's Agreement.** Buyer must immediately make a down payment of Twenty Thousand Dollars (\$20,000) in a form acceptable to Seller. Seller has signed these Terms and Conditions and Buyer must sign a Buyer's Agreement acknowledging Buyer's willingness to be bound by these Terms and Conditions.

3. **Settlement.** Settlement shall be held on March 7, 2023 or before if Buyer and Seller agree. Settlement shall be held at the law office of AxRunkle, P.C. at 14 S. Main St., Middleburg, PA 17842 or any other suitable place which Buyer selects in the county where the Property is located. The balance of the bid price shall be paid on the Settlement Date. Possession of the Property will be given upon full payment of the bid price.

4. **Quality of Title.** Seller shall grant and convey fee simple title to the Property, insurable by a reputable title insurance company of Seller's choice, to Buyer free and clear of all liens, encumbrances, reservations, conditions, restrictions and easements, except for reservations, conditions, restrictions and easements of record or apparent upon inspection of the premises and those imposed by existing ordinances.

If Seller is unable to convey title of the foregoing quality on or before the Settlement Date, Seller may extend the Settlement Date for an additional thirty (30) days to allow Seller the opportunity to cure title defects. If Seller does not extend the Settlement Date or is unable to cure the title defects, Buyer shall have the option of (1) taking the title Seller can give or (2) being repaid all money paid on account of the price. If Buyer chooses option 2, both parties shall be released from all liability or obligation and these Terms and Conditions shall become null and void.

5. **Delivery of Deed and Cost.** Seller shall deliver a special warranty deed to the Property to Buyer at time of settlement upon payment of the balance of the bid price. Seller shall pay the cost of preparing the deed.

6. **Cost of Title Examination.** Buyer shall pay the costs of title

examination, title insurance, recording and any financing.

7. **Real Estate Taxes and Realty Transfer Taxes.** The County/Municipal Real Estate Taxes for the current period shall be prorated to the Settlement Date on a calendar year basis. The School Real Estate Taxes for the current period shall be prorated to the Settlement Date on a fiscal year basis. **Realty Transfer Taxes shall be paid solely by Buyer.**

8. **Water and Sewer.** Any water and sewer charges for the Property will be prorated to the Settlement Date.

9. **Condition of Property.** The Property is being sold in its present condition and state of repair without any representations, guarantees or warranties (express or implied) with respect to its condition. Further, no representations, guarantees or warranties are being made regarding the condition of any structure on the Property including, without limitation, its structural integrity, roof, appliances, electrical system, heating system, plumbing system, water system and sewage disposal system.

10. **Environmental Hazards.** No guarantees or warranties are made regarding the presence or absence of any hazardous or toxic substances, materials or wastes on the Property or that the Property is in compliance with any federal, state or local environmental laws or regulations.

11. **Inspections.** Any radon, termite, water, sewage system, home or other inspections or tests desired by Buyer or required by any mortgage lender shall be paid for by Buyer. Thereafter, any repairs, treatments, and improvements desired by Buyer or required by any mortgage lender shall be paid for by Buyer.

12. **Seller's Property Disclosure Statement.** The Real Estate Seller Disclosure Act requires the seller of certain types of real property to make certain disclosures regarding the real property offered for sale on a form required by the Act. Any disclosure statement required for the sale of this Property is attached hereto. Seller has conducted no inspections or examinations of the Property, or any fixtures or equipment included with the Property, prior to the date of this sale. Any disclosure statement on the Property provided by Seller shall not constitute a guaranty or warranty of the condition of the Property or any fixtures or equipment included with the Property.

13. **Lead-Based Paint Hazard Reduction Act of 1992 (for residential properties built before 1978 only).** Seller represents that Seller has no knowledge concerning the presence of lead-based paint and/or lead-based paint hazards in or about the Property, and they have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in or about the Property. Buyer acknowledges the

disclosure, prior to signing these Terms and Conditions, of the presence of lead-based paint and/or lead-based paint hazards in or on the Property sold, and any records or reports pertaining to the same. Buyer acknowledges reading the following Lead Warning Statement prior to the signing of these Terms and Conditions:

Every purchaser of any interest in residential real property on which a 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 intelligent quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazard. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Buyer waives Buyer's right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; and, Buyer acknowledges reading the EPA Pamphlet, "Protect Your Family from Lead in Your Home" #747-K-94-001, prior to the signing of these Terms and Conditions.

14. **Zoning.** Seller is making no representations whatsoever regarding the zoning of the Property or the use of the Property that may be permitted under local ordinances.

15. **Government Permits and Inspections.** Buyer shall obtain and pay for any desired or required use, sewage, occupancy and other permits and any inspections or certifications required by a governing authority to occupy or settle on the Property.

16. **1031 Exchange.** If Seller desires to effectuate a 1031 tax deferred exchange, Buyer agrees to cooperate with Seller and sign all necessary documents to do so.

17. **Insurance.** Seller will continue any present insurance coverage upon the Property until delivery of deed or possession to Buyer, whichever occurs first. If a loss occurs prior to settlement, Seller will credit, on account of the purchase price, at settlement any insurance collected or collectible by Seller, or any mortgagee or other loss payee thereof. Buyer should inquire after the Property is struck off concerning the amount of any present insurance.

18. **Breach.** If Buyer breaches these Terms and Conditions in any manner, then the Seller has the option, in addition to all other remedies provided by law or at

equity, to exercise any one of the following remedies:

i. To keep Buyer's down money as liquidated damages, regardless of whether or not, or on what terms, the Property is retained or resold; or

ii. To resell the Property, at public or private sale, with or without notice to Buyer, and hold Buyer liable for the actual loss resulting from such resale, including attorneys' fees and costs incurred by Seller as a result of Buyer's breach. Seller may retain the down money paid hereunder as security for payment of such loss.

If Seller chooses to keep all sums paid by Buyer as liquidated damages, then both parties shall be released from all liability or obligation and these Terms and Conditions shall become null and void.

19. **Parties Bound.** These Terms and Conditions shall be binding upon the heirs, successors, personal representatives and assigns of Seller and Buyer.

20. **Severability.** If any provision of these Terms and Conditions is held unenforceable to any extent or in any application, the remainder of these Terms and Conditions shall not be affected and the unenforceable provision will be enforced to the greatest extent permitted by law.

Seller has executed these Terms and Conditions this ____ day of December, 2022 by signing below, intending to be legally bound.

SELLER:

Matthew S. Martin

Katie B. Martin

BUYER'S AGREEMENT

As the successful high bidder for the real property identified on the Legal Description (hereinafter "Property"), the undersigned Buyer agrees as follows:

1. I understand that only a summary of the Terms and Conditions may have been read prior to the sale of the Property.

2. I am not relying on any summary of the Terms and Conditions that was read because I have examined the Terms and Conditions attached hereto which were available for inspection prior to the sale of the Property.

3. I understand the Property and any equipment and fixtures included with the sale are being sold to me "AS IS."

4. I understand the Property is being sold to me with no representations, guarantees or warranties regarding the condition of the Property or any improvement or structure erected on the Property including, without limitation, its structural integrity, roof, appliances, electrical system, heating system, plumbing system, water system and sewage disposal system.

5. I have had a full and complete opportunity to conduct all inspections and examinations of the Property which I desire.

6. I have satisfied myself that the zoning of the property is satisfactory for the manner in which I intend to use the property.

7. I waive any requirement for Seller to provide a certification of zoning classification.

8. I have received and reviewed any disclosure statement required by the Real Estate Seller Disclosure Act for the sale of the Property.

9. I have received and reviewed any disclosure statement regarding lead-based paint required for the sale of the Property.

10. I waive any rights I may have to receive a pamphlet regarding the dangers of lead-based paint.

11. I waive any right I have to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards.

12. If I get possession of the Property before I have paid the entire bid price and then fail to pay the entire bid price when due, I authorize any attorney to appear

for me in any court and, to the extent permitted by law, confess judgment in ejection against me, in favor of the Seller for possession, with clause or writ of execution for costs. I waive all irregularities, notice, leave of court, present or future exemption laws and right of appeal.

13. I understand I have no right to assign this agreement to purchase the Property without the written consent of Seller and Seller may withhold consent for any reason.

14. This Agreement, the Legal Description and the Terms and Conditions represent the entire agreement between me and the Seller and our agreement cannot be modified except in a writing signed by me and the Seller.

15. I agree to purchase the Property according to the Terms and Conditions for the bid price of \$_____.

16. I agree to be legally bound by every part of the Terms and Conditions.

WITNESS:

BUYER

BUYER

Buyer's Name(s):_____

Address:_____

Phone:_____

Attorney: _____

RECEIPT

The undersigned acknowledges that Buyer paid \$20,000, representing the down payment of the bid price for the Property.

Signature

Print Name

Lead Paint Disclosure Attachment:

This Lead Paint Disclosure Attachment (hereinafter called "LPDA") is annexed to Terms and Conditions and Buyer's Agreement executed concurrently herewith between **Matthew S. Martin** and **Katie B. Martin**, husband and wife, as Seller, and the successful bidder, as Buyer, whose name is set forth below, relating to premises at **58 Peteys Hollow Road, Port Trevorton, PA 17864**.

Disclosure of Information on Lead-Based Paint
and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built before 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 of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended before purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the house.

If checked, the following explanation is provided:

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the house.

(b) Records and reports available to the Seller (check (i) or (ii) below):

(i) Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the house. If checked, the following documents were provided:

(ii) X Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the house.

Buyer's Acknowledgment - By Buyer's execution below, Buyer acknowledges that:

(c) Buyer has read the Lead Warning Statement above and understands its contents and has received copies of all information listed above.

(d) Buyer has either (i) received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or (ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate. Each of the following parties has duly executed and delivered this LPDA concurrently with the Terms and Conditions and Buyer's Agreement hereinabove referenced.

SELLERS:

Matthew S. Martin

Katie B. Martin

BUYERS:

