

AGREEMENT OF SALE

THIS AGREEMENT made this 15th day of April, 2023, between Jeffrey L. Hostetter of 4264 Green Park Drive, Mount Joy, Pennsylvania 17552 (hereinafter referred to as "Seller") and

_____ (hereinafter referred to as "Buyer(s)").

WITNESSETH, that Seller agrees to sell and Buyer(s) agree(s) to buy the premises situated at **789 Trego Road, East Waterford, Lack Township, Juniata County, Pennsylvania 17021** (Tax Parcel No. 6-10-52, upon the following mutual terms, covenants, and conditions:

1. The purchase price for said property shall be the sum of _____ (\$ _____) DOLLARS, payable from Buyer(s) to Seller as follows:
 - a. The sum of Twenty-Five Thousand and 00/100 Dollars (\$25,000) DOLLARS upon the execution of this Agreement, which said sum shall be retained in escrow by _____ until settlement.
 - b. The balance of the purchase price, to wit, _____ (\$ _____) DOLLARS, payable by cash or certified check at the time of settlement.
 - c. At the time of settlement, Buyer shall also be required to pay a Buyer's premium equal to four percent (4.0%) of the purchase price.
2. Settlement shall be held on or before June 15, 2023 in the office of the Buyer(s)' attorney, or at such other place as the parties mutually agree upon.
3. Title to the aforesaid property shall be conveyed by special warranty deed and Seller hereby agree(s) that title shall be good and marketable and such as is insurable at standard rates by a title insurance company licensed to do business in Pennsylvania. Title to said property shall be free and clear of all liens and encumbrances, but subject to currently existing restrictions, reservations, conditions, easements, rights-of-way, covenants, zoning regulations, ordinances, statutes, and regulations now or hereafter promulgated by any constituted public authority.
4. In all instances, time shall be of the essence of this agreement, unless extended by mutual consent of the parties in writing.
5. Seller reserves the right to reject any and all bids in its sole discretion.
6. Any remaining heating fuel at the time of settlement shall be conveyed with the real estate. Real estate taxes, utilities, and other such charges shall be apportioned between the parties, pro rata, as of the date of settlement. Realty transfer taxes imposed by any governmental body shall be paid equally by the Seller and Buyer(s).

7. If the property is currently enrolled in Clean and Green, then Buyer shall either (a) enroll in the Clean and Green program as soon as practicable after settlement or (b) if Buyer removes from the property from the Clean and Green program, agrees by signing this Agreement to be responsible for any taxes, costs, penalties, or similar charges resulting from removal of the property from the Clean and Green program.
8. All plumbing, heating, and lighting fixtures, and systems appurtenant thereto, and forming a part thereof, as well as all ranges and other permanent fixtures, together with screens, shades, venetian blinds, and awnings, if any, together with such other personal property specifically listed herein, and all trees, shrubbery, and plants now in or on the premises herein intended to be conveyed, unless specifically excepted in this agreement, are included in this sale and purchase price shall become the property of Buyer(s) at the time of settlement without further documentation. All personal property is being sold in its "as is" condition. The following items are specifically included in the sale: _____

9. Possession shall remain with Seller until the time of settlement, at which time possession shall be given to Buyer(s); and, if the premises are tenanted, then to be subject to said tenancy.
10. The deed shall be prepared by the Seller or Seller's counsel and shall be acknowledged and recorded at the expense of the Buyer(s). Further, Buyer(s) shall be responsible for Seller's attorney fees in preparing the Deed, the Agreement of Sale and attendance at the auction. All title searches, title insurance, and usual conveyancing expenses shall be paid by the Buyer(s) and, if a survey should be required, the cost thereof shall be paid by the Buyer(s).
11. Any loss or damage to the property caused by fire, casualty, or loss commonly covered by the extended coverage endorsements of reputable insurance companies, between the date of this Agreement and the date for settlement, shall not, in any way, void or impair any of the conditions or obligations hereof. Seller shall maintain existing fire and extended coverage of homeowner's type insurance policies, if any, until the time of final settlement. Buyer(s) is/are hereby notified that it is his/her/their responsibility to insure his/her/their interest in the said premises at his/her/their own cost and expense. Seller shall maintain the property and any personal property specifically scheduled herein in its present condition.
12. In the event Seller is unable to give a good and marketable title or such as will be insured by a title insurance company licensed to do business in Pennsylvania at standard rates, as set forth above, unless the parties are able to mutually negotiate a resolution, Buyer(s) shall be repaid all monies paid on account of the purchase price, and in such event, there shall be no further liability or obligation by either of the parties hereunder and this agreement shall become null and void.
13. Should the Buyer(s) violate or fail to fulfill and perform any of the terms or conditions of this agreement, then, Buyer(s) shall be deemed to be in default under the terms of this

agreement and all sums paid by the Buyer(s) 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, and in the latter event, the Seller shall be released from all liability or obligation and this agreement shall become null and void.

14. Seller hereby warrants that it has received no notice of violation of any zoning ordinance or other governmental law or regulation with respect to the aforesaid premises and the property is being used in a manner which does not violate the current zoning law.
15. Assessments for improvements commenced prior to the date of this agreement shall be paid by Seller or allowance shall be made for such payment by Seller at the time of settlement. Assessments for improvements commenced after the date of this agreement shall be the responsibility of the Buyer(s).
16. Property is being sold "as-is" without any representations or warranties of any kind. Any radon, water, septic, lead paint, hazardous substance, insect infestation, building, structural, electrical, plumbing, heating, or any other inspections of any type required by Buyer(s) or Buyer's (s') financial institution will not void or impair this agreement. This agreement is not contingent on any of the aforementioned items and the results will not void or impair the agreement.
17. It is understood and agreed that BEILER-CAMPBELL AUCTION SERVICES is acting as agent only and shall in no case whatsoever be held liable by either party for the performance of any term or covenant of this agreement or for damages for nonperformance thereof.
18. Buyer(s) acknowledge(s) that he/she/they has/have inspected the premises prior to the time of the auction and before signing this agreement and enter(s) the agreement to purchase as a result of said inspection and not as a result of any advertisement or announcement or representation made by the Seller and/or BEILER-CAMPBELL AUCTION SERVICES.
19. This agreement may not be assigned by Buyer(s) without the prior written consent of Seller.
20. Seller may wish to structure the within transaction as a like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended. To this end, Buyer(s) shall cooperate in structuring this transaction as such for the benefit of Seller, provided that Buyer(s) shall incur no additional cost or expense in connection therewith, and provided further that Seller shall indemnify and hold Buyer(s) harmless from and against any and all liabilities, damages, costs, claims, and expenses (including reasonable attorney's fees) which may be incurred by Buyer(s) as a result of Buyer(s)'s cooperation in so structuring the transaction. Accordingly, Seller's rights and obligations hereunder shall be assignable to one or more qualified intermediaries for the purpose of receiving replacement property. Any such assignment shall provide for the direct deeding of such replacement property to such intermediary or Seller(s), but not to Buyer(s).

21. This agreement contains the whole agreement between Seller and Buyer(s) and there are no other terms, obligations, covenants, representations, statements, or conditions, oral or otherwise, of any kind whatsoever.
22. This agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania; no modification of this agreement shall be valid unless the same is in writing and signed by both parties hereto. No waiver of any of the provisions of this agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced.
23. This agreement shall be binding on the parties hereto, their heirs, executors, administrators, successors, and assigns.

[Signatures appear on the following page.]

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

BUYER(S):

SELLER:

_____ (SEAL)

_____ (SEAL)

Jeffrey L. Hostetter

_____ (SEAL)

Address: _____

Home Phone: () _____

Office Phone: () _____

_____, 2023, receipt is acknowledged of \$25,000.00 of the purchase price set forth above.

Seth T. Mosebey, agent for BEILER-CAMPBELL

Title to be in the name of:

Attorney for Purchaser:
