

CONDITIONS AND AGREEMENT OF SALE

THE CONDITIONS OF SALE OF REAL ESTATE, the property of **WENDELL E. FOX** and **ELAINE J. FOX**, husband and wife, the sale to be held **Friday, November 17, 2023**, at **3:00 o'clock P.M.**, on the hereinafter described premises municipally known as 950 Shamrock Road, Paxinos, Northumberland County, Pennsylvania 17860, situate in the Township of Shamokin, County of Northumberland, Pennsylvania, are as follows:

1. The real estate to be sold consists of 85 acres of land, more or less, being Northumberland County Tax Parcel Number 044-00-043-052, and being more fully described in the Office of the Recorder of Deeds in and for Northumberland County, Pennsylvania, in Record Book 2708, Page 246, along with the following improvements: Two (2) story farmhouse with a detached two (2) car garage, bank barn, two (2) silos, 16 x 30 chicken coop, 22 x 34 and 32 x 52 loafing sheds, 30 x 40 equipment shed with corn crib, 22 x 32 shed, other small outbuildings, fifty (50) acres, more or less, of tillable land with a small stream and some woods, and a thirty-five (35) acre pasture with high-tensile fence. The legal description is attached hereto, made a part hereof and marked "Exhibit A".

2. The highest approved bidder or bidders may be declared by the Auctioneer to be the purchaser or purchasers, but the Sellers reserve the right to reject any and all bids. Sellers further reserve the right to hold all bids to the end of the sale.

3. This tract, with the improvements erected thereon, shall be sold as is, and without any warranty or guarantees, except that the Deed shall contain the usual covenants of special warranty.

4. The property to be sold is offered to sale subject to any existing liens, however, any existing liens shall be satisfied or released from the property at the time of settlement.

5. The Buyer or Buyers of the real estate offered for sale must assure himself, herself, or themselves as to easements, encroachments, or any matters affecting the title or enjoyment of the property, and as bidders and purchasers, must assume and undertake to comply therewith or conform thereto.

6. The Buyer or Buyers understand that there is no currently existing community sewerage system to said property, and that a permit for an individual sewerage system may have to be obtained. Buyer or Buyers should contact the relevant sewerage enforcement officer before signing this Agreement to determine the procedure and requirements for obtaining a permit for an individual sewerage system if one has not already been obtained.

7. Sellers have completed, simultaneously with these Conditions and Agreement of Sale, a Property Disclosure Statement on all known material defects about the residential property being sold and that are not readily observable. This Disclosure Statement is designed to assist the Sellers in complying with the disclosure requirements and to assist the Buyer or Buyers in evaluating the residential property being considered for purchase. This Statement discloses Sellers' knowledge of the condition of the residential property and is not a substitute for any inspections or warranties that Buyer or Buyers may wish to obtain. Any inspections or warranties that Buyer or Buyers may desire to do shall be at their expense during the TEN (10) DAY period prior to the public auction. Buyer or Buyers acknowledge receipt of a copy of the same.

8. Sellers represent that they have no knowledge concerning the presence of lead based paint and/or lead based paint hazards in or about the residential property. Further, Sellers have no reports or records pertaining to lead based paint and/or lead based paint hazards in or about the residential property. Buyer or Buyers acknowledge that he/she or they have received the pamphlet "Protect your Family from Lead in Your Home" and have read the hereinafter Lead Warning Statement:

EVERY PURCHASER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY ON WHICH A RESIDENTIAL 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 INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE SELLERS OF ANY INTEREST IN RESIDENTIAL

REAL PROPERTY ARE REQUIRED TO PROVIDE THE BUYERS WITH ANY INFORMATION ON LEAD BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS IN THE SELLERS' POSSESSION AND NOTIFY BUYER OR BUYERS OF ANY KNOWN LEAD BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.

(Initialed by buyer or buyers)

Buyer or Buyers understand that he/she or they have the right to conduct a risk assessment or inspection of the residential property to determine the presence of lead-based paint and/or lead based paint hazards. Buyer or Buyers waive this right and agree to the release SELLERS from any liability.

9. In the event of any dispute regarding the bids, the property offered shall, in the discretion of the Sellers, be immediately offered for resale.

10. The person or persons to whom the above described premises are struck down must immediately, upon their bid being struck down, deposit with the Sellers cash or a certified check or checks acceptable to the Sellers to the order of the Sellers for **FIFTY THOUSAND DOLLARS AND 00/100 (\$50,000.00)**. The Sellers reserve the right to be sole judge of accepting or rejecting the checks offered. The person or persons to whom the real estate is struck down must sign the Agreement of Sale made a part hereof for the faithful compliance in all respects with the conditions of sale and for the payment of the balance in cash within **SIXTY (60) DAYS** from the date of sale or within such time as the Sellers may allow.

11. Risk of loss of damage or casualty to the property shall be on Sellers until the date of settlement.

12. A Deed for the real estate will be executed and tendered to the purchaser or purchasers within **SIXTY (60) DAYS** or, within such time as the parties may agree, from the date when the

property is finally struck down and will be delivered upon the payment of the balance of the purchase price.

13. Buyer or Buyers shall pay the State and Local Real Estate Transfer Taxes.

14. Buyer or Buyers shall pay for preparation of their Note and Mortgage, if any, and examination of title. Sellers shall pay for the preparation of this Agreement and for the Deed. Property taxes shall be prorated to the time of settlement.

15. Possession of the real estate offered for sale shall be delivered at the date of settlement.

16. In the event of the default of the purchaser or purchasers of said real estate in any of the terms of these Conditions or Agreement of Sale, said deposit of **FIFTY THOUSAND DOLLARS AND 00/100 (\$50,000.00)** shall be forfeited to the Sellers as liquidated damages fairly liquidated and ascertained for the breach hereof. Said deposit of **FIFTY THOUSAND DOLLARS AND 00/100 (\$50,000.00)** may be retained by Sellers either on account of the purchase price or as liquidated damages for such breach as the Sellers may elect, and in the latter event, Sellers shall be released from all liability or obligation and these Conditions and Agreement of Sale shall become null and void. Retention of the **FIFTY THOUSAND DOLLAR AND 00/100 (\$50,000.00)** deposit is optional and not mandatory and the remedies provided in this Agreement are in addition to any other remedies provided at law or in equity. The Sellers shall have the right to offer said real estate again for sale without any liability to the purchaser or purchasers for any surplus received.

17. In the event the Sellers cannot deliver a good and marketable title to the above described real estate, free and clear of all encumbrances, within **SIXTY (60) DAYS**, or any such other time agreed upon from the date the property is finally struck down, the deposit money of **FIFTY THOUSAND DOLLARS AND 00/100 (\$50,000.00)** shall be returned to the purchaser or purchasers.

18. This Agreement contains the entire agreement between the Sellers and the Buyer or Buyers, and there are no other terms, conditions, covenants, representations, statements, or conditions, oral or otherwise, of any kind whatsoever.

19. This Agreement shall not be assigned or transferred by Buyer or Buyers without the written consent of the Sellers being first had and obtained.

20. This Agreement shall not be recorded in the Office for the Recording of Deeds or in any other office or place of public record.

21. I/We, the undersigned, hereby acknowledge that I/we have become the purchaser(s) of the above described real property for the sum of

DOLLARS (\$ _____), subject to the above provisions which I/we agree to comply with. I/We further acknowledge receipt of a duplicate of these Conditions and Agreement of Sale which is hereby accepted.

22. WENDELL E. FOX and ELAINE J. FOX, husband and wife, and the undersigned purchaser or purchasers intend to be bound by these Conditions and Agreement of Sale and all covenants and conditions contained herein shall bind and be available to the heirs, executors, administrators and assigns of the parties hereto.

23. The Sellers acknowledge the receipt of **FIFTY THOUSAND DOLLARS AND 00/100 (\$50,000.00)** being the downpayment on the real estate sold to the above bidder or bidders.

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SIGNATURES TO FOLLOW**

WITNESS:

**WENDELL E. FOX
SELLER**

**ELAINE J. FOX
SELLER**

BUYER

BUYER

EXHIBIT A

ALL THAT CERTAIN piece, parcel or tract of land situate, lying and being in the Township of Shamokin, County of Northumberland, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stone corner in line of lands now or formerly of Michael Smallets, formerly William Kriegbaum; **thence** by lands now or formerly of Leo Faust, Frank Martz, Jr., Margaret Jane Meiser, Alphonse Trelinske, Leon Misco, Sinibaldo Rovito, formerly John Kershner, South eighty (80) degrees East, one hundred sixty-eight and one-tenth (168.1) rods to a stone in line of land formerly of the Poor District of Mount Carmel Borough; **thence** by land formerly of the Poor District of Mount Carmel Borough, North twenty-eight (28) degrees thirty-five (35) minutes West, seventy-six and three-tenths (76.3) rods to a stone; **thence** by same, North twenty-four and one-sixth ($24 \frac{1}{6}$) degrees West, twenty-four (24) rods to a stone; **thence** by land now or formerly of Warren G. Ammerman, formerly Matilda Ammerman, North eighty-four (84) degrees West, thirteen (13) rods to a cherry tree; **thence** by same, North eighty and one-fourth ($80 \frac{1}{4}$) degrees West, sixteen and three-tenths (16.3) perches to a stone corner; **thence** North two and three-fourths ($2 \frac{3}{4}$) degrees West, fifty-six and one-tenth (56.1) rods to a stone; **thence** by land now or formerly of Preston Conrad, formerly Samuel Martin, North eighty-five (85) degrees thirty (30) minutes West, forty-five and eight-tenths (45.8) rods to a stone; **thence** by same, North seventeen (17) degrees thirty (30) minutes East, thirty-two (32) rods to a stone in a public road; **thence** along said public road, North eighty-five (85) degrees West, sixteen (16) feet to a stone corner in lands now or formerly of Michael Smallets, formerly William Kriegbaum; **thence** by lands now or formerly of Michael Smallets, South seventeen (17) degrees thirty (30) minutes West, one hundred fifty-nine and seven-tenths (159.7) perches to the place of **BEGINNING**.

CONTAINING eighty-four (84) acres and one hundred thirty-nine and one-half ($139 \frac{1}{2}$) perches of land, strict measure, more or less, upon which is erected a frame farm house, barn and other buildings.

BEING the same premises which Sylvia Ann McAnaney and John McAnaney, her husband, and Edward Petro and Carole R. Petro, his wife, by their Deed dated July 18, 2016, and recorded July 19, 2016, in the Office of the Recorder of Deeds in and for Northumberland County, Pennsylvania, in Record Book 2708, Page 245, granted and conveyed unto Wendell E. Fox and Elaine J. Fox, husband and wife.

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER INCLUDE, OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO

REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.