

**AGREEMENT OF SALE**

THIS AGREEMENT OF SALE IS MADE this 24<sup>th</sup> day of August, two thousand and twenty-four (2024),

BETWEEN MARJORIE SCHREIBER, of 400 Locust Street, Liverpool, Pennsylvania, 17045, Seller(s), or Party of the First Part

AND

\_\_\_\_\_  
Buyer (Buyers) or Party of the Second Part

WITNESSETH: that the said Party of the First Part, in consideration of the covenants and agreements hereinafter contained, on the part of the said Party of the Second Part to be kept and performed, has agreed, and does hereby agree to sell and convey unto the said Party of the Second Part, his/her/their heirs and assigns,

All that certain piece, parcel or tract of land, situate in Liverpool Township, in the County of Perry, and State of Pennsylvania, being more particularly described on that deed conveyed to George C. Schreiber and Marjorie C. Schreiber, his wife, by deed of Kevin E. Wolfe and Gretchen A. Hocker, husband and wife, dated March 22, 2004, and recorded March 29, 2004, as Perry County Recorder of Deed Instrument #200403095, attached as Exhibit "A.

for the sum of \_\_\_\_\_

DOLLARS AND NO/100 (\$\_\_\_\_\_ ) to be paid as follows:

The sum of FORTY THOUSAND and NO/100 (\$40,000.00) shall be paid at the time of the signing of this Agreement as a down payment in cash or PA check (which sum may be retained by the Party of the First Part, at its option, as liquidated damages, in the case of default of the said Party of the Second Part in the performance of the terms of this Agreement), the receipt of which is hereby acknowledged, and the remaining sum shall be paid at settlement.

The balance shall be paid at settlement in the form of certified funds. Settlement shall be on or before October 23, 2024.

Time is of the essence of this Agreement.

The said Party of the First Part will assume risk of loss pending settlement.

This purchase and transaction is not contingent upon financing or any other matter other than any Seller obligation as to title set forth herein; Buyer understands that a failure to complete settlement will result in a forfeiture of the down payment and other possible damages and liabilities. The down payment may also be forfeited, and additional damages may be due, if Buyer fails to perform as required herein or otherwise is in breach of the within agreement.

And upon the payment of the said sum, the said Party of the First Part will, at the Allen E. Hench Law Office, P.C or any place agreeable to both parties, make, execute and deliver to the said Party of the

Second Part, a Deed for the conveying of the said premises in fee simple, free from all liens, such conveyance to contain the covenant of Special Warranty,

EXCEPT, HOWEVER, the property is, and shall be, under and subject to the following:

- Existing ordinances,
- Existing easements of roads or other easements of record or visible, or known,
- Existing privileges or rights of public services companies, if any.
- Easements, restrictions, conditions, surveys, plans, notes, matters, or other items of record, or visible, or which a competent survey would disclose.
- Otherwise, the title to the herein described land shall be good and marketable or such as will be insured by any reputable title insurance company.

**UNDER AND SUBJECT TO** the same rights, privileges, agreements, rights-of-way, easements, conditions, exceptions, restrictions, and reservations as exist by virtue of prior recorded instruments, plans, Deeds of conveyances, or visible on ground.

And the said Party of the Second Part agrees with the said Party of the First Part, to purchase the said premises and to pay therefore the sum of:

\_\_\_\_\_ DOLLARS AND NO/100

(\$ \_\_\_\_\_), in the manner and at the times hereinbefore provided.

AND IT IS FURTHER AGREED, by and between the said parties, that possession of said premises shall be delivered to the Party of the Second Part, their heirs, or assigns, on the day of settlement until which time the Party of the First Part shall be entitled to have and receive the rents, issues and profits thereof.

The Party of the First Part agrees to transfer and convey to the said Party of the Second Part all those certain pieces, parcels or tracts of land situate in Tuscarora Township, in the County of Perry, and State of Pennsylvania, being more particularly described as set forth on Exhibit "A".

The state realty transfer taxes and the local realty transfer taxes will be paid in full by Party of the Second Part.

The annual property taxes and any municipal charges shall be prorated as of the date of settlement.

Party of the First Part shall pay for the preparation of the deed and a settlement fee and any auctioneer commissions.

Party of the Second Part shall pay for any title search, bank fees, bank document preparation costs, all recording costs, and any and all financial fees or charges whatever. Party of the First Part shall not pay any cost of the buyer(s) for any type of financing including VA or FHA financing, or any changes, improvements, or other matters required by VA or FHA or lender.

This property is not serviced by a public sewage system and is not serviced by a public water system.

Buyer is advised that access to a public road may require issuance of a highway occupancy permit from the Department of Transportation of the Commonwealth of Pennsylvania or the appropriate municipality.

No personal property or other items except the real estate hereinbefore described is (are) included in this transaction except as follows: NONE

**The property is sold "as is" and no warranties of any kind are made** other than the special warranty of title, as previously mentioned.

This agreement shall not be recorded.

Formal tender of the deed is hereby waived.

The parties hereto intend to be legally bound hereby and further intend that this Agreement shall be binding upon their heirs, executors, administrators, successors and assigns of the parties hereto, and that the said Agreement shall not be assignable by any party hereto without the written consent of the other party.

All prior written or oral representations, promises, agreements are merged herein and void and of no effect if not set forth in the within.

THIS AGREEMENT CONTAINS THE WHOLE AGREEMENT BETWEEN THE SELLER AND BUYER. THERE ARE NO OTHER TERMS, OBLIGATIONS, COVENANTS, REPRESENTATIONS, STATEMENTS OR CONDITIONS, ORAL OR OTHERWISE, OF ANY KIND WHATSOEVER CONCERNING THIS EXCEPT AS CONTAINED HEREIN.

**This is a contract under seal and may be enforced under 42 PA.C.S. Section 5529(B).**

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:

\_\_\_\_\_ BY: \_\_\_\_\_(SEAL)  
MARJORIE SCHREIBER

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)