

## CONDITIONS OF SALE

1. The Seller reserves the right to withdraw this property from sale at any time.
2. The highest bidder shall be the Purchaser and if a dispute arises between two or more bidders the property shall be immediately put up again.
3. No bid shall be retracted.
4. Immediately after bid is accepted, the Purchaser shall pay to Seller a down payment of ten percent (10%) of the purchase price and shall sign an Agreement of Sale for the payment of the remainder within forty-five (45) days.
5. The Seller shall pay for the drawing of the deed, the acknowledgment thereon. The Purchaser shall pay all other expenses of the conveyance include all the Pennsylvania and the local Realty Transfer Taxes.
6. This sale includes the following personal property: stove, refrigerator, microwave, chest freezer and window air conditioner.
7. The property is being sold "as is".
8. The property does not include the crops and the Purchaser agrees to allow access for the harvest of the crops.

**AGREEMENT OF SALE**

THIS AGREEMENT OF SALE made this 21<sup>st</sup> day of March, 2024, and between Amy H. Holloway, Administratrix of the Estate of Joseph M. Harcar (hereinafter referred to as "Seller"), party of the first part,

a n d

(hereinafter whether one or more referred to as "Purchaser "), party of the second part.

W I T N E S S E T H:

That the Seller agrees to sell and convey and the Purchaser agrees to purchase the premises located at 1489 Hilltop Road, Bern Township, Berks County, Pennsylvania, as more particularly described in Exhibit "A" attached hereto upon the following terms and conditions:

1. The Purchaser agrees to purchase said real estate for the sum of \$ \_\_\_\_\_ payable as follows:
  - (a) \$ \_\_\_\_\_ upon the execution of this Agreement; and
  - (b) The balance in cash on the date of settlement, which settlement shall be held on or before forty-five (45) days from the date hereof.
2. Seller shall deliver a deed for and possession of said premises on the date of settlement.
3. The title to said premises shall be such as will be insured by any reputable title insurance company doing business in the County of Berks as a good, complete and marketable title at regular rates free and clear of all liens and encumbrances except the following:

- (a) Utility service easements.
- (b) Provisions of municipal ordinances.
- (c) Variation of lines and deficiency in quantity of ground.
- (d) Easement of all roads, streets, lanes and avenues, if any, bounding or

included within the boundaries of the premises.

4. All personal property appurtenant to or used in the operation of said premises, including gas and electric fixtures, piping and wiring and heating and plumbing systems, are represented to be owned by the Seller and are included in this sale. Any fuel remaining on the premises at the time of settlement is not included in this sale but shall be purchased by Purchaser at the then prevailing price therefor.

5. The following items of personal property are included in this sale: electric range.

6. Taxes shall be apportioned on the basis of the fiscal year as of the date of settlement. Water and sewer rents and trash collection fees shall be apportioned as of the date of settlement.

7. The expenses of the conveyance shall be paid as follows: Seller shall pay for the preparation of the deed. All other expenses including all of the realty transfer taxes shall be paid by Purchaser.

8. The risk of loss or damage to said premises by fire or other peril until delivery

of deed is assumed by the Seller.

9. In the event title is such that it cannot be insured at regular rates by a reputable title insurance company as aforesaid, this Agreement of Sale shall be null and void unless the Purchaser elects to accept the title without insurance or subject to exceptions.

10. This Agreement shall not be recorded and nothing contained herein shall operate to bind or to affect title to the property in the event Purchaser fails to fulfill the terms hereof. In the event, despite the aforesaid, this Agreement should be recorded or entered of record, Purchaser agrees and represents that said recording shall be of no effect whatsoever and shall not constitute either public notice or a cloud on Seller's title. Purchaser hereby waives and releases any and all rights whatsoever, at law or in equity, which might otherwise accrue to Purchaser as a result of such recording.

11. Tender of an executed deed and purchase money is hereby waived.

12. Purchaser acknowledges that the premises have been inspected by Purchaser, that the property is being purchased "as is" as a result of such inspection and not as a result of any representations made by Seller and that Seller shall not be liable or responsible for any agreement, condition or stipulation relating to or affecting the physical condition or the use of the property or any physical defect in the property not specifically set forth in this Agreement.

13. Seller covenants and represents that prior to the execution of this Agreement no notice from any governmental authority has been served upon the premises or upon the Seller or

Seller's agent requiring or calling attention to the need for any work, repairs, construction, alterations or installations on or in connection with the premises which have not been complied with.

Purchaser will be responsible for the costs of all such work, repairs, construction, alterations or installations which may be required or called attention to by any notice served by any of the said authorities at or after the execution of this Agreement.

14. Time is of the essence of this Agreement and in the event that Purchaser fails to make settlement as herein provided, the sum or sums paid on account are to be retained either (a) as payment on account of the purchase price by the Seller who shall have the right to collect the balance of said purchase price by suit in assumpsit or for specific performance, or (b) as compensation for the damages and expenses that were incurred by the Seller as the Seller shall elect. In the latter case, this Agreement shall become null and void and both the Seller and the Purchaser discharged from any and all liability hereunder.

15. This is the entire agreement between the parties covering everything agreed upon or understood in the transaction. There are no oral promises, conditions, representations, understandings, interpretations, or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties. No change or addition is to be made to this Agreement, except by written agreement executed by the parties.

16. For the true performance of all the terms and conditions aforesaid, the Seller and the Purchaser bind themselves, their heirs, executors, administrators, successors and assigns.

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

\_\_\_\_\_(SEAL)  
Amy H. Holloway, Administratrix of the Estate of Joseph M. Harcar

("Seller")

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

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

("Purchaser")

**EXHIBIT "A"**

**EXHIBIT "A"**

This Deed, made this

1976 PAGE 466  
day of

October

19 76

Between, JOSEPH M. HARCAR and SUSAN MAE HARCAR, his wife, of the Township of Bern,  
Berks County, Pennsylvania,  
(hereinafter called the "Grantor s ")

of the one part, and JOSEPH M. HARCAR and SUSAN MAE HARCAR, his wife, of the Township of Bern,  
Berks County, Pennsylvania,  
(hereinafter called the "Grantee s "), of the other part.

Witnesseth, That in consideration of ONE DOLLAR (\$1.00)

Dollars,

in hand paid, the receipt whereof is hereby acknowledged, the said Grantor s do hereby grant and convey unto the said  
Grantee s, their heirs and assigns,

ALL THAT CERTAIN lot or piece of ground, together with the dwelling  
house thereon erected, being further known as Lot No. 2, as shown on Plan of  
"Hilltop", Section No. 1, recorded in Plan Book Vol. 19, page 14, Berks County  
Records, situate in the Township of Bern, County of Berks and Commonwealth of  
Pennsylvania, more particularly bounded and described as follows, to wit:

On the North by Lot No. 1;  
On the East by an 18' wide alley;  
On the South by Lot No. 3; and  
On the West by Hilltop Road.

CONTAINING in front or width on Hilltop Road, 60' 0"; and in depth or  
length of equal width, 127' 3".

BEING the same premises which John B. Walls and Georgia L. Walls, his  
wife, by Deed dated September 10, 1976 and recorded on September 13, 1976, in  
Berks County, in Deed Book 1698 page 44, conveyed unto Joseph M. Harcar, single  
man, in fee.

AND the said Joseph M. Harcar has since intermarried with Susan Mae  
Harcar.



And the said Grantor s do hereby covenant to and with the said Grantee s that they , the said Grantor s SHALL and WILL , Warrant and forever Defend the herein above described premises, with the hereditaments and appurtenances, unto the said Grantee s, their heirs and assigns, against the said Grantor s and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof, by, from or under him, her, them or any of them.

IN WITNESS WHEREOF, the said Grantor s have caused these presents to be duly executed, the day and year first above written.

SEALED AND DELIVERED In the Presence of: . . .

\_\_\_\_\_ *Joseph M. Harcar* (SEAL)  
 JOSEPH M. HARCAR  
 \_\_\_\_\_ *Susan Mae Harcar* (SEAL)  
 SUSAN MAE HARCAR  
 \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL)

State of Pennsylvania County of Berks  
 On this 15<sup>th</sup> day of October 19 76, before me, the undersigned officer, personally appeared JOSEPH M. HARCAR and SUSAN MAE HARCAR, his wife, known to me (or satisfactorily proven) to be the person s whose name s are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

*[Signature]*  
 Notary Public

1699  
 466  
 RECORDED BY TYPE  
 14078  
 OCT 14 2 15 P. '76  
 Deed

JOSEPH M. HARCAR and SUSAN MAE HARCAR, his wife,  
 to  
 JOSEPH M. HARCAR and SUSAN MAE HARCAR, his wife,  
 PREMISES: Lot No. 2, Hilltop, Section No. 1, Bern Township, Berks County, Penna.

87  
 PAGE 467  
 The address of the Grantee s is  
 Box 341  
 P.O. I  
 Leesport 19533

RECORDED in Deed Book 1699 page 466  
 GIVEN under my hand and the seal of the said office, the date above written.

*[Signature]*  
 Recorder of Deeds

PENN TITLE #49646 88