



Acceptable Methods of Payment

Each Real Estate Auction requires that a non-refundable down payment be made at the time the property is struck down. The following methods are the only methods of payment accepted by Hoot 'N Holler Auctions llc. unless otherwise approved.

1. Cash
2. Certified or Cashier's Check made payable to Hoot 'N Holler Auctions llc.
3. Personal check accompanied by a Bank Letter of Guarantee (see example)

Sample Letter of Guarantee

Date: (Date of letter)

To: Hoot 'N Holler Auctions llc.
1569 W. King Street, 1st Floor
York, PA 17404

Re: (Customer requesting Letter of Credit)

This letter will serve as your notification that (Name of financial Institution) will honor/guarantee payment of any check(s) written by (Customer), up to the amount of (\$XXX,XXX.XX).

Drawn on account # (Customer's account number).

This guarantee will apply only to the Hoot 'N Holler Auctions llc for purchase made (Date of Sale) only.
NO STOP PAYMENTS WILL BE ISSUED.

If further information is required, please contact this office.

Sincerely,

Name of Officer
Title
Bank Name, Location & Address
Office Phone Number



Conditions of Public Sale – Real Estate

Hoot 'N Holler Auctions, llc.

1569. W. King Street, 1st Floor, York, PA 17404 717-893-7766
info@hootnhollerauctions.com www.hootnhollerauctions.com

CONDITIONS OF PUBLIC SALE OF REAL ESTATE

OWNED BY: Jason Farner

LOCATED AT: 103 GABRIELLE LANE, DINGMANS FERRY, PA 18328

- Highest Bidder.** The highest and best bidder shall be the Purchaser. The Seller, however, has the right to reject any and all bids and to adjourn the sale to a subsequent date. If any disputes arise to any bid, the Seller and/or Auctioneer reserves the right to cause the Property to immediately be put up for sale again.
- Real Estate Taxes.** Real estate taxes and all other periodic realty costs, if any, will be apportioned *pro rata* as of the Closing Date. All taxes will be considered to be on a calendar year basis, with the exception of school taxes, which will be pro-rated on a fiscal year basis. Seller will pay for all days up to and including the Closing Date, and Purchaser will pay for all days following the Closing Date. All real estate taxes for prior years will be paid by the Seller.
- Real Estate Transfer Tax.** Real estate transfer tax will be paid by the Purchaser, and the Purchaser will be responsible for any additional transfer taxes imposed on any assignment of the Agreement by Purchaser.
- Terms. \$10,000 (ten thousand) handmoney,** either in the form of cash, cashier's check, or certified check when the property is struck down, and the balances, without interest, on or before **July 15, 2020** when a special warranty deed will be delivered and actual possession will be given to the Purchaser. The Purchaser shall also sign this Agreement and comply with the terms of the sale.
 - Purchaser's Premium.** Purchaser is responsible for paying a Purchaser's Premium to Auctioneer, for Auctioneer's own account, in an amount equal to Ten percent (10%) of the High Bid Price.
 - Total Purchase Price.** The total purchase price for the Property is _____ Dollars (\$ _____), calculated as follows:
High Bid Price \$ _____ Plus Purchaser's Premium \$ _____
- Forfeiture.** The time for settlement shall be of the essence. If the Purchaser fails to comply with these terms of sale, Seller shall have the option of retaining all deposit monies or other sums paid by Purchaser on account of the purchase price as Seller shall elect (i) as liquidated damages, in which event Purchaser and Seller shall be released from further liability or obligation and this Agreement shall be null and void, of (ii) on account of the purchase price, or as monies to be applied to Seller's damages as Seller may elect.
- Marketable Title.** A good and marketable title will be given free and clear of all liens and encumbrances. The real estate is being sold subject to restrictions and rights-of-way of record in the **Pike** County Courthouse and which may be visible by inspection of the premise,
- Risk of Loss.** Risk of loss or damage to the Property by fire or other casualty is assumed by the Seller until Closing. If the Property suffers material damage prior to Closing, either party may cancel this Agreement, and on return of the Deposit, neither party will have any further obligations or liability to the other. If this Agreement is not cancelled pursuant to this Section, any insurance proceeds (or Seller's claim to insurance proceeds) will be transferred to Purchaser.
- Warranty.** The Purchaser expressly acknowledges and understands that the Purchaser is buying the property in its present condition and that the Seller makes no representation or warranty of any kind whatsoever with regard to the condition of the premises or any components thereof, including but not limited to the roof, the electrical system, the plumbing system, the heating system, or any part of the structure, or any of the improvements on the land.
 - Radon.** Seller has no knowledge concerning the presence or absence of radon. The Seller makes no representation or warranty with regard to radon or levels thereof.
 - Lead-Based Paint.** If the house was built before 1978, the house may have lead-based paint. Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the structures and has no reports or records pertaining to lead-based paint and/or hazards in the structures. A lead-based pamphlet "protect Your Family From Lead In Your House" has been given to the Purchaser. Purchaser waives any ten (10) day lead-based paint assessment period.
 - Home Inspection.** Purchaser has inspected the property or waives his right to inspect the property. Purchaser understands the importance of getting an independent home inspection and has thought about this before bidding upon the property and signing this Agreement.
 - Fixtures.** Included in this sale and purchase price are all existing items presently installed in the property, including plumbing, heating, lighting (including, if present on the property, Stove, Refrigerator, Generator, Wall Air Conditioner, Lift Chair, Solar Panels, Built-in Cabinets, Work benches and any other attached fixtures within the structures). No warranty is given to Purchaser as to the working/functional condition of fixtures and/or personal property. All other personal property that is not a fixture is reserved to the Seller, which personal property shall be removed prior to settlement.
 - Ventilation/Mold.** The Seller makes no representations or warranties with regard to mold or the absence of mold, adequate or inadequate air exchange or venting, or any other matters of home construction wherein mold may be present in the real estate.
 - "As Is/Where Is".** The property being sold AS IS, WHERE IS, and WITH ALL FAULTS AND DEFECTS at the time of sale and at the time of settlement. The fiduciary/Seller herein makes no representation or warranties as to the condition of the real estate, including the real property and any personal property and fixtures, conveying with the real property. The Purchaser accepts the property AS IS and WHERE IS. The Purchaser waives any claims for any liability imposed through any environmental actions. This agreement shall survive closing. A Seller's disclosure has been made available to the Purchaser prior to the public auction and shall be exchanged by Purchaser and Seller upon the signing of this agreement. If the Seller is an estate, the personal representative will not deliver a disclosure to the Purchaser inasmuch as they are not required by law.
- Financing.** The Purchaser is responsible for obtaining financing, if any, and this contact is in no way contingent upon the availability of financing. The Seller will not pay points, settlement costs, or otherwise render financial assistance to the Purchaser in this regard.
- Dispute Over Handmonies.** In the event of a dispute over entitlement of handmoney deposits, the agent holding the deposit may retain the monies in escrow until the dispute is resolved or, if possible, pay the monies into the County Court to be held until the dispute is resolved. In the event of litigation for the return of deposit monies, the agent holding handmoney shall distribute the monies as directed by a final order of the court or a written agreement of the parties. Purchaser and Seller agree that, in the event any agent is joined in the litigation for the return of deposit monies, attorneys fees and costs of the agent will be paid the party joining the agent.
- This agreement shall survive closing.

Dated: _____ (SEAL) Phone: _____
 _____ Seller
 _____ (SEAL)
 _____ Seller

AGREEMENT OF PURCHASER(S)

I/We _____, Of _____
 Phone: _____, hereby acknowledges that I/we have become the Purchaser(s) of real estate known as **103 Gabrielle Lane, Dingmans Ferry, PA 18328** for the **Total Purchase Price** of \$ _____ subject to the foregoing conditions of sale with which I/we agree to comply.

_____ (SEAL)
 Dated: _____ Purchaser
 _____ (SEAL)
 _____ Purchaser

Total Purchase Price: _____