

Article of Agreement,

MADE THE 14th day of April in the year two thousand twenty-three (2023)

BETWEEN AMOS E. STOLTZFUS and KATELYN STOLTZFUS, his wife, Sellers

and

Buyer

WITNESSETH, that the said Sellers, in consideration of the covenants and agreements hereinafter contained, on the part of the said Buyer to be kept and performed have agreed and do hereby agree to sell and convey unto the said Buyer, his/her heirs and assigns, all the land and premises hereinafter mentioned and fully described, for the sum of

Dollars,

to be paid as follows:

- \$20,000.00 down on signing of this Agreement, receipt of which is hereby acknowledged, and the balance to be paid at settlement to be held on or before June 14, 2023.
- The property that is subject to this Agreement is described as follows: All that certain tract of land situate in Northeast Madison Township, Perry County, Pennsylvania, containing 2.000 acres and having thereon a frame dwelling house and barn with an address of 1051 Fisher Hill Road, Loysville, Pennsylvania, and being Tax Parcel No. 141,094.00-044.002. Being described in deed recorded in Perry County Instrument No. 201206277.
- Real Estate taxes shall be pro-rated on the date of settlement.
- Realty transfer taxes shall be paid by Buyer.
- Time is of the Essence in this Agreement.
- It is agreed, by and between the said parties, that possession of said premises shall be delivered to the Buyer, his/her heirs, or assigns, on the day of settlement until which time the Sellers shall be entitled to have and receive the rents, issues and profits thereof.
- In the event of default in the terms of this Agreement by Buyer, all monies paid shall be considered as liquidated damages.
- Pursuant to the Pennsylvania Sewage Facilities Act, Buyer understands that there is no existing community sewage system available to said property.
- Upon the payment of the said sum, the said Sellers will, at settlement when all monies are paid make, execute and deliver to the Buyer, a good and sufficient Deed for the proper conveying and assuring of the said premises in fee simple, free from all encumbrance and dower, or right of dower, such conveyance to contain the usual covenants of special warranty. The title is to be good and marketable and such as will be insured by any responsible title insurance company at its regular rates and in the full amount of the purchase price.
- Risk of loss from fire or other casualty shall remain in the Sellers until final settlement. In case of fire or other casualty prior to settlement, the Buyer

shall have the option of rescinding the agreement or of settling and obtaining an assignment of the insurance proceeds.

- The Real Estate Disclosure Act, if applicable, has been complied with prior to the signing of this Agreement.
- Buyer hereto waives all rights to disclosure and inspection for lead paint.
- Included in the sale are the following items of personal property: any personal property left on the date of closing.
- This document contains the entire agreement between the parties; there are no representations, warranties, covenants, terms or conditions, except as specifically set forth herein.
- The Buyer represents that he/she has inspected the premises subject to this Agreement and is satisfied with the condition, quality and quantity thereof and further agrees to accept the premises "as is."
- This Agreement shall be binding on the parties, their heirs, successors and assigns.

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

AMOS E. STOLTZFUS

KATELYN STOLTZFUS

SPECIAL WARRANTY DEED
WITH "AS-IS" EXCEPTIONS

THIS DEED MADE THE 2 day of AUGUST, 2012 between **FANNIE MAE A/K/A FEDERAL NATIONAL MORTGAGE ASSOCIATION**, BY ITS ATTORNEY IN FACT, **KML Law Group, P.C.**, ("Grantor") and Amos E. Stoltzfus ("Grantee").

WITNESSETH, That the Grantor, his heirs and assigns for consideration of the sum of **One Hundred Thirty-Nine Thousand Dollars and 00/100 cents (\$139,000.00)**, lawful money of the United States of America, unto it well and truly paid by the Grantee, at or before the sealing and delivery hereof the receipt whereof is hereby acknowledged, granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents grant, bargain and sell, alien, enfeoff, release and confirm unto the Grantee, his heirs and assigns, the real property described in **Exhibit "A"** attached hereto and incorporated by this reference.

TOGETHER with all and singular the Buildings, Improvements, Ways, Streets, Alleys, Passages, Waters, Water-courses, Rights, Liberties, Privileges, Hereditaments and Appurtenances, whatsoever thereunto belonging, or in any wise appertaining, and the Reversions and Remainders, Rents, Issues and Profits thereof; and all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of the Grantor, in law as in equity, or otherwise howsoever, of, in, and to the same and every part thereof.


TO HAVE AND TO HOLD the lot or piece of ground with the Buildings and Improvements thereon erected, Hereditaments and Premises hereby granted, or mentioned and intended so to be, with the Appurtenances, unto Grantee, his heirs and Assigns, to and for the only proper use and behalf of Grantee, his heirs and Assigns.

AND the Grantor, hereby covenants and agrees that they and each of them will warrant specially the property conveyed subject to the following SPECIAL PROVISION: WITHOUT LIMITING THE FOREGOING WARRANTY OF TITLE, GRANTOR MAKES NO WARRANTIES OR REPRESENTATIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, CONCERNING THE CONDITION OR VALUE OF THE PROPERTY HEREIN DESCRIBED, OR THE IMPROVEMENTS LOCATED THEREON (IF ANY), INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE. GRANTEE HAS CAREFULLY INSPECTED THE PREMISES (OR HAS BEEN AFFORDED A REASONABLE OPPORTUNITY TO DO SO) AND, BY THE ACCEPTANCE TO THIS DEED, ACCEPTS THE PROPERTY "AS IS" AND "WHERE IS", WITH ALL FAULTS AND IN ITS PRESENT CONDITION. GRANTOR ACQUIRED THE PROPERTY AS A RESULT OF A FORECLOSURE AND HAS NOT OCCUPIED OR INSPECTED THE PROPERTY.

IN WITNESS WHEREOF the Grantor does hereby execute this deed by its duly authorized officer.

Sealed and Delivered
in the Presence of Us:

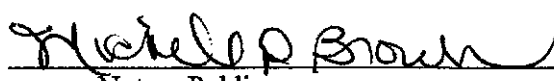
**FANNIE MAE A/K/A FEDERAL NATIONAL
MORTGAGE ASSOCIATION**

By: 
Jay E. Kivitz, Esquire of KML Law Group, P.C. as
Attorney in Fact for Fannie Mae a/k/a Federal
National Mortgage Association by Power of
Attorney (recorded in Perry County on July 9, 2012
in Instrument number 201205385)

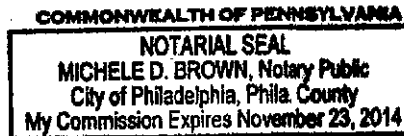
COMMONWEALTH OF PENNSYLVANIA :
SS
COUNTY OF PHILADELPHIA :

On this 2 day of AUGUST 2012, before me, a Notary Public in and for
the County and State aforesaid, the undersigned officer, personally appeared Jay E. Kivitz of
KML Law Group, P.C., known to me or satisfactorily proven to be the Attorney in Fact on behalf
of Fannie Mae a/k/a Federal National Mortgage Association noted above and acknowledged
that, being authorized to do so, executed the foregoing instrument for the purposes therein
contained by signing the name of Fannie Mae a/k/a Federal National Mortgage Association as an
Attorney in Fact for Fannie Mae a/k/a Federal National Mortgage Association .

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public
My Commission Expires

{Notarial Seal} Delete



Deed from FANNIE MAE A/K/A FEDERAL NATIONAL MORTGAGE ASSOCIATION

to

Amos E. Stoltzfus

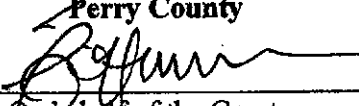
Premises:

**1051 Fisher Hill Rd
Loysville, PA 17047
Perry County**

I hereby certify that the address of the above-named Grantee is

**1051 Fisher Hill Rd
Loysville, PA 17047
Perry County**

*150 Conoco Lane
Blain, PA 17006*



On behalf of the Grantee

Record and Return to:

Scott Morrison Law
6 West Main Street
New Bloomfield, PA 17068

RE: Fannie Mae Property Identification Number: 147495626

Prepared By:
KML Law Group, P.C.
BNY Independence Center – Suite 5000
701 Market Street
Philadelphia, PA 19106

Exhibit "A"

ALL that certain piece, parcel or tract of land situate in Northeast Madison Township, Perry County, Pennsylvania, more particularly bounded and described as follows:

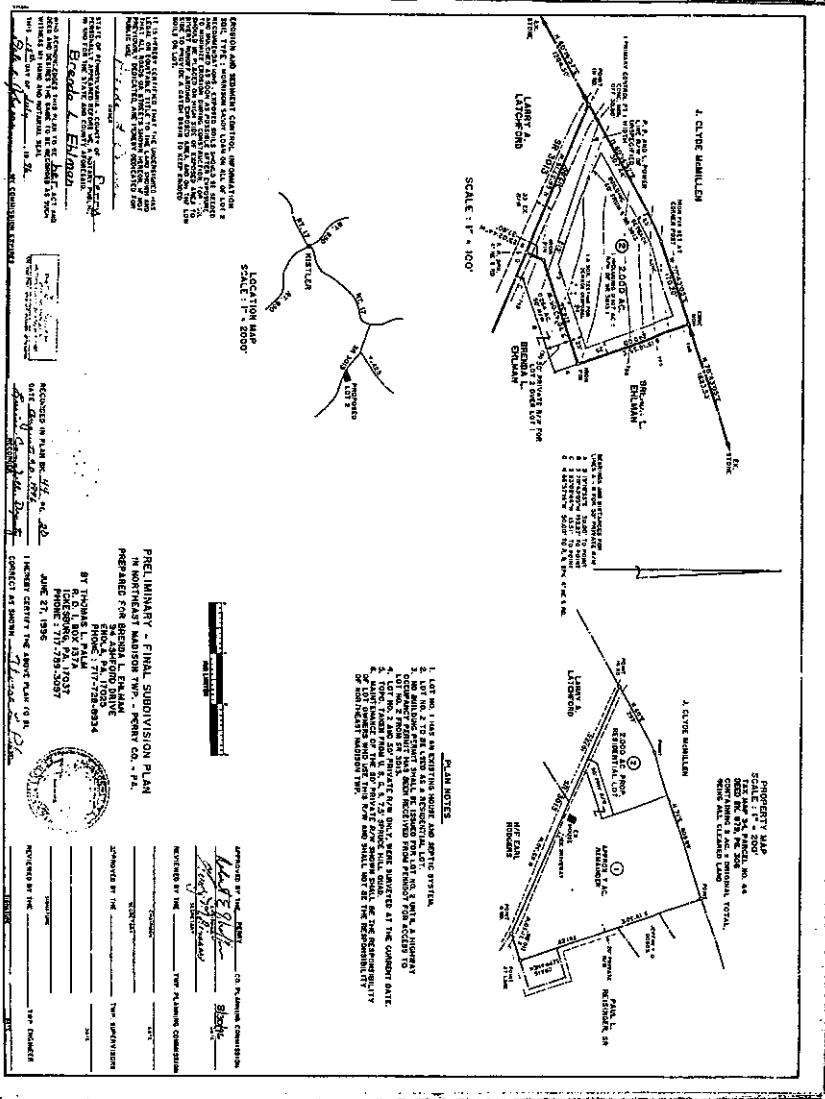
BEGINNING at a point in S.R. 3013, said point or place of beginning being at the southeast corner of the within conveyed property and being South 23 degrees 02 minutes 44 seconds West, a distance of 37.60 feet from an iron pin; thence from said point or place of beginning along and through S.R. 3013, North 66 degrees 57 minutes 16 seconds West, a distance of 315.00 feet to a point in road at the corner of lands now or formerly of Larry Latchford and lands now or formerly of J. Clyde McMillen; thence along lands now or formerly of Clyde McMillen and through a concrete monument offset; North 60 degrees 16 minutes 57 seconds East, a distance of 307.44 feet to an iron pin; thence continuing along the same, North 70 degrees 43 minutes 05 seconds East, a distance of 170.20 feet to a concrete monument at the corner of lands now or formerly of J. Clyde McMillen and lands now or formerly of a previous owner; thence along lands now or formerly of a previous owner, South 19 degrees 16 minutes 55 seconds East, a distance of 240.00 feet to an iron pin; thence continuing along same, South 70 degrees 43 minutes 05 seconds West, a distance of 214.36 feet to an iron pin; thence continuing along the same, South 23 degrees 02 minutes 44 seconds West, a distance of 37.60 feet to a point in S.R. 3013, said point being the point or place of **BEGINNING**.

CONTAINING 2.000 acres according to a survey of Thomas L. Palm, R.S., dated June 27, 1996 and recorded in *as Lot # 2 of* Perry County Plan Book 44 at Page 20.

FURTHER GRANTING AND CONVEYING unto the Grantee^{his} herein, ~~their~~ heirs and assigns, a right-of-way fifty (50) feet in width, more particularly shown on the aforementioned Plan of Lots and described as follows:

BEGINNING at the southeast corner of the within conveyed property; thence North 23 degrees 02 minutes 44 seconds East, a distance of 37.60 feet to an iron pin; thence continuing along same, North 70 degrees 43 minutes 05 seconds East, a distance of 214.36 feet to an iron pin; thence South 19 degrees 16 minutes 55 seconds East, a distance of 50.00 feet to a point; thence South 70 degrees 43 minutes 05 seconds West, a distance of 192.27 feet to a point; thence South 23 degrees 02 minutes 44 seconds West, a distance of 15.51 feet to a point; thence North ~~66~~ 66 degrees 57 minutes 16 seconds West, a distance of 50.00 feet to a railroad spike in S.R. 4013, said point being the point or place of **BEGINNING**.

See Perry County Instrument No. 201203929 for chain of title.



- PLAN NOTES**
1. LOT NO. 1 HAS AN EXISTING HOSE AND SEWER SYSTEM.
 2. LOT NO. 2 IS A RESIDENTIAL LOT.
 3. THE 20' WIDE EASEMENT IS 10.3' WIDE, A HIGHWAY EASEMENT FROM THE STATE HIGHWAY DEPARTMENT FOR ACCESS TO THE PROPERTY FROM PA 100.
 4. LOT NO. 2 IS A PRIVATE LOT AND SHOULD BE THE SUBJECT OF AN EASEMENT OF THE STATE HIGHWAY DEPARTMENT FOR ACCESS TO THE PROPERTY FROM PA 100.
 5. ALL DIMENSIONS AND BEARINGS SHALL BE THE RESPONSIBILITY OF THE SUBMITTER.
 6. THE SUBMITTER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED.

OWNER: **4 CLIVE MANILLO**
 PREPARED BY: **THOMAS L. PAUL**
 REGISTERED PROFESSIONAL ENGINEER
 LICENSE NO. 1717-000234
 ADDRESS: 1000 N. 10TH ST., PERRY CO., PA.
 PHONE: 717/253-2027

RECORDED IN BOOK NO. 106, PAGE 20
 DATE: 02/27/2023
 COUNTY: PERRY CO., PA.

PRELIMINARY - FINAL SUBDIVISION PLAN
 IN NORTHWEST MADISON TWP., PERRY CO., PA.
 PREPARED FOR: **THOMAS L. PAUL**
 REGISTERED PROFESSIONAL ENGINEER
 LICENSE NO. 1717-000234
 ADDRESS: 1000 N. 10TH ST., PERRY CO., PA.
 PHONE: 717/253-2027

APPROVED BY THE ENGINEER: **THOMAS L. PAUL**
 REGISTERED PROFESSIONAL ENGINEER
 LICENSE NO. 1717-000234
 ADDRESS: 1000 N. 10TH ST., PERRY CO., PA.
 PHONE: 717/253-2027

BK-44PG-20

J. CLYDE McMILLEN

CONC. MON.

EX. STONE

IRON PIN SET AT CORNER POST

P.P. AND L. POWER LINE R/W OF UNSPECIFIED WIDTH

SR 3013

2.000 AC. (INCLUDING 0.107 AC. R/W OF SR 3013)

SOIL TESTING FOR SEWAGE DISPOSAL

LARRY A. LATCHFORD

BRENDAN L. EHLMAN

LOT 2 OVER LOT 1

SCALE : 1" = 100'

BEARINGS AND DISTANCES FOR LINES A - D FOR 50' PRIVATE

A	S 19°16'55"E	50.00'	TO
B	S 70°43'05"W	192.27'	TO
C	S 23°02'44"W	15.51'	TO
D	N 66°57'16"W	50.00'	TO

