

TERMS AND CONDITIONS OF AUCTION OF REAL ESTATE:

1651 Knisley Hill Road, Millerstown, PA 17062

(Tuscarora Township, Perry County)

On Behalf of

David R. Stoltzfus and Sadie Mae Stoltzfus

The following constitute the terms and conditions of the auction:

1. Reserve Basis. The auction will be conducted with a reserve, meaning that the Seller shall have the right to reject any and all bids, including the last and highest bid, for whatever reason.
2. Acceptance of Bid. If the highest bid is accepted, the successful bidder will be required to pay Ten Thousand (\$10,000.00) Dollars down immediately, and to pay the balance in cash, bank treasurer's check or bank wired funds on or before May 2, 2024. In the event the successful bidder fails to pay the balance due on or before May 2, 2024, all sums paid by the bidder will be forfeited as liquidated damages and the property will be resold.
3. As Is. The real estate, the improvements erected on the property and any items sold with the real estate are sold "as is" in their present condition without any warranties or representations whatsoever.
4. Easements and Conditions. The property will be sold subject to all easements and conditions of record and de facto easements, and any other existing conditions apparent from a physical inspection of the property.
5. Deed. At settlement, the property will be conveyed by special warranty deed, free and clear of all liens and encumbrances, subject to the aforesaid easements, and title is to be good and marketable or such as will be insured by any responsible title insurance company at its regular rates in the full amount of the purchase price.
6. Real Estate Transfer Taxes. All real estate transfer taxes will be paid by the Purchaser.
7. Prorations at Settlement. All taxes levied on the property shall be prorated as of the date of settlement, the county and township taxes prorated on a calendar year basis, and the school district taxes prorated on a July 1 fiscal year basis.
8. Municipal Services. All charges for sewer rental, trash services, water service and the like by a municipality shall be prorated as of the date of settlement.
9. Agreement of Sale. The successful bidder will be required to execute, today, an Agreement for Sale of Real Estate which embodies the terms and conditions of this sale.
10. Risk of Loss. Risk of loss from fire or other casualty shall remain in the Seller until final settlement. In case of fire or other casualty prior to settlement, the Purchaser shall have the option of rescinding the Agreement for Sale of Real Estate or of settling and obtaining an assignment of the insurance proceeds.

AGREEMENT FOR SALE OF REAL ESTATE

THIS AGREEMENT FOR SALE OF REAL ESTATE, (“Agreement”) is made this _____ day of _____, 2024, by and between **DAVID R. STOLTZFUS and SADIE MAE STOLTZFUS**, (hereinafter “Sellers”) and _____

_____, of _____,

(hereinafter sometimes referred to as “Purchaser(s)”).

BACKGROUND:

A. Sellers are the owner of 1651 Knisley Hill Road, Millerstown, Tuscarora Township, Perry County, Pennsylvania (known as tax parcel 260,043.00-051.000) (“Premises”).

B. Sellers are offering said property for sale and Purchaser(s), as the successful bidder(s) at a public auction held on March 2, 2024, desire to purchase same for the Purchase Price, and on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the terms and conditions hereof, and for other good and valuable consideration, and intending to be legally bound hereby, the parties agree as follows:

1. **Background.** The Background set forth above is incorporated herein.

2. **Sale and Purchase of Real Estate.** Sellers agree to sell and convey and Purchaser(s) agree to purchase all that certain real property hereinafter described upon the terms and conditions set forth herein.

3. **Subject Real Estate.** The Premises being offered for sale and which the Sellers hereby agree to sell, which the Purchaser(s) agree to buy, is identified in the legal description attached hereto as **Exhibit "A"**.

4. **Auction Terms:** The highest approved bidder shall be deemed the Purchaser(s). In the event of a dispute between bidders, the Premises shall be withdrawn and again offered for the highest bid commencing with the last undisputed bid. The Purchaser(s) shall be required to immediately deposit Ten Thousand (\$10,000.00) Dollars, with the Sellers in cash, certified funds or approved check, and to sign and execute this Agreement. If a personal check is provided and for any reason dishonored, the Purchaser(s) shall be responsible for all Sellers' costs, including but not limited to attorneys' fees, in collecting the required deposit; and Purchaser(s) shall not be relieved of any of his/her/their obligations hereunder.

5. **Improvements, Fixtures and Personalty:** The sale shall include all personal property located upon and inside the Premises at the date of auction.

6. **Inspection and Warranties:** It is understood that Purchaser(s) have the right to inspect the Premises and either has inspected the Premises or hereby waives the right to do so. Purchaser(s) agree to purchase the Premises with the benefit of inspection or the waiver of the right of same, and not because of, or in reliance upon, any representations on the part of Sellers or any other person acting as agent for, or otherwise on behalf of Sellers. Purchaser(s) has agreed to purchase Premises "*as is*" in its present condition. Sellers make no warranties, express or implied, as to the condition or habitability of the Premises, and no warranty or representation as to

conformity of any use or occupancy of the Premises, whether arising under federal, state or local laws relative to zoning, building or other statutes, laws, ordinances or codes, or as to any environmental clearances.

7. **Title:** Title to the Premises shall be conveyed by fee simple deed with special warranty. Title shall be good and marketable and insurable at regular rates by a reputable title insurance company licensed to do business in Pennsylvania, free and clear of all liens, encumbrances and easements, excepting existing building restrictions, ordinances, easements of roads, easements visible upon the ground, and privileges or rights of public service companies, if any, except as has been otherwise disclosed by Sellers to Purchaser(s).

8. **Real Estate and Realty Transfer Taxes:** All real estate taxes shall be prorated between Sellers and Purchaser(s) as of the date of the final settlement. All realty transfer taxes shall be paid by the Purchaser(s).

9. **Terms and Final Settlement:** The full purchase price as established at the auction is the sum of _____ and ___ /100 Dollars (\$_____.____). The balance of the purchase price as bid after credit for the deposit required in Paragraph 4 hereof shall be paid in full at settlement on or before May 2, 2024, unless otherwise agreed to by the parties.

10. **Risk of Loss:** If neither legal title nor possession of the Premises has been transferred to Purchaser(s), and all or a material part thereof is either destroyed without the fault

of the Purchaser(s) or is taken by eminent domain, Sellers assume all risk of loss and cannot enforce this Agreement and Purchaser(s) shall thereupon be entitled to recover the Purchaser's deposit paid pursuant to Paragraph 4 of this Agreement, but excluding Purchasers' transaction costs such as attorneys' fees, and all monies paid on account of the purchase price, in which event both parties shall be relieved of liability hereunder. Purchaser(s) shall also have the option to purchase the property in its then condition, together with the proceeds of any insurance recovery obtainable by Sellers. *Purchaser(s) are hereby notified that they may insure their equitable interest in the Premises as of the time of the acceptance by the Sellers of this Agreement.*

11. **Default:** Should Purchaser(s) fail to make additional payments, or violate or fail to fulfill and perform any of the terms and conditions of this Agreement, Sellers may, at Sellers' option: (1) elect to proceed against Purchaser(s) for Sellers' actual damages; (2) elect to proceed for specific performance of the contract; or (3) elect to accept a sum equal to Purchaser's deposit as liquidated damages, which Purchaser(s) agree is fair and appropriate as liquidated damages. If Sellers elect the latter option, Purchaser(s) shall be released from all further liability and obligation hereunder and this Agreement shall become null and void. Purchaser(s) may also elect to pursue Purchasers' remedy for specific performance of this Agreement, or proceed against Sellers for Purchasers' actual damages, in the event Sellers shall violate or fail to fulfill and perform any of the terms and conditions of this Agreement. If Sellers cannot convey good and marketable title as set forth herein, the Purchaser(s) shall have the option of taking such title as Sellers can give without abatement of price or of being repaid all monies paid by the Purchaser(s) to Sellers on account of the purchase price. In the latter event, there shall be no further liability or obligation on either of the parties hereto and this Agreement shall be null and void.

12. **Apportionment of Miscellaneous Expenses**: Rents, water rents, sewer rents, refuse charges and municipal assessments, if any, will be apportioned pro rata as of the date of the settlement.

13. **Recording**: This Agreement may not be filed or recorded in any public office by either party.

14. **Prohibition of Assignment**: This Agreement may not be assigned by the Purchaser(s) without prior written approval of Sellers, which approval may be withheld at the sole discretion of the Sellers.

15. **Condemnation**: In the event of condemnation of the Premises or any portion thereof by a government agency, public authority or utility prior to the settlement hereunder, the payment of damages for the “taking” shall be divided between Sellers and Purchaser(s) “as their respective interests then may appear.”

16. **Applicable Law**: The formation and terms of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, exclusive of its conflicts of laws rule.

17. **Time is of the Essence**: The parties acknowledge that time is of the essence in this transaction.

18. **Binding Agreement**: This Agreement shall extend to and be legally binding upon the parties and their respective heirs, executors, administrators and assigns.

19. **Waiver**: The failure of either party to insist on the strict enforcement of any provisions of this Agreement shall not constitute a waiver of the right to enforcement of that provision or any other provision.

20. **Entire Agreement**: This Agreement contains the entire Agreement between Sellers and Purchaser(s). There are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. Further, this Agreement shall not be altered, amended, changed or modified except in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written, intending to be legally bound hereby.

WITNESS:

SELLERS:

DAVID R. STOLTZFUS

SADIE MAE STOLTZFUS

PURCHASER(S):

Print Name: _____

Print Name: _____

:1606510

EXHIBIT "A"
Legal Description
1651 Knisley Hill Road, Millerstown, PA 17062

ALL THAT CERTAIN tract of land situate in the Township of Tuscarora, County of Perry, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the center line of Buckwheat Valley Road (SR-4006), said point also being the northwest corner of lands now or formerly of Benjamin S. Beiler; **THENCE** along lands now or formerly of Benjamin S. Beiler, South 38 degrees 57 minutes 34 seconds East, a distance of 271.65 feet to a point on the northern line of lands now or formerly of Darrel and Marci L. Herr; **THENCE** along lands of Darrel and Marci L. Herr, South 45 degrees 33 minutes 03 seconds West, a distance of 208.66 feet to an iron pin along the northern boundary of lands now or formerly of same; **THENCE** along same, South 45 degrees 32 minutes 58 seconds West, a distance of 460.24 feet to a point on the center line of Knisely Hill Road (T-378); **THENCE** along the center line of Knisely Hill Road (T-378) the following four courses and distances: (i) North 10 degrees 48 minutes 28 seconds West, a distance of 41.20 feet; (ii) North 16 degrees 10 minutes 02 seconds West, a distance of 74.97 feet; (iii) North 14 degrees 29 minutes 34 seconds West, a distance of 74.29 feet; and (iv) North 12 degrees 09 minutes 50 seconds West, a distance of 42.95 feet to a point in the center line of Knisely Hill Road (T-378); **THENCE** along the southern line of proposed Lot 3 on the hereinafter described Final Subdivision Plan, North 72 degrees 32 minutes 26 seconds East, a distance of 194.10 feet to a point on the southern line of proposed Lot 3; **THENCE** by same, North 49 degrees 04 minutes 59 seconds East, a distance of 121.41 feet to a point along the southern line of proposed Lot 3; **THENCE** by same, North 36 degrees 10 minutes 19 seconds East, a distance of 90.66 feet to a concrete monument on the eastern line of proposed Lot 3; **THENCE** by same, North 17 degrees 33 minutes 59 seconds West, a distance of 210.25 feet to a point on the center line of Buckwheat Valley Road (SR-4006); **THENCE** along the center line of Buckwheat Valley Road (SR-4006), North 66 degrees 25 minutes 28 seconds East, a distance of 104.72 feet to a point, the point and place of **BEGINNING**.

BEING the same premises which Beverly J. Snyder, a married woman, and Gayle L. Fegley, a married woman, by their Deed dated May 26, 2021, and recorded in the Office of the Recorder of Deeds in and for Perry County on June 1, 2021 to Instrument No. 202104630, granted and conveyed unto David R. Stoltzfus and Sadie Mae Stoltzfus.

ALSO BEING Reconfigured Lot 1 "Residual," Final Minor Subdivision Plan for Beverly J. Snyder & Gayle L. Fegley and Robert M. Snyder, Jr. and Beverly J. Snyder, dated July 1, 2020, last revised on August 28, 2020 and recorded in the Office of the Recorder of Deeds in and for Perry County, Pennsylvania on October 8, 2020 to Instrument No. 202006911.