

AGREEMENT OF SALE

This Agreement for Sale of the real estate belonging to Paradise Hunting Club of Huntingdon County, LLC, to be offered at public sale on May 14, 2022, is entered into this _____ day of _____, 2022. The Seller is Paradise Hunting Club of Huntingdon County, LLC hereinafter "Seller" and the Buyer is _____, hereinafter collectively referred to as "Buyer."

1. The property which is the subject of this Agreement is situate in Todd Township, Huntingdon County, Pennsylvania. A copy of the two Deeds describing the property to be sold and purchased are attached as Exhibit "A" and Exhibit "B" and incorporated herein by reference. The tracts to be sold are tax map numbers 49-03-03 and 49-03-06.

2. The highest bidder shall be declared by the auctioneer to be the Buyer subject, however, to the right of the Seller to reject any and all bids.

3. The Buyer shall pay \$30,000.00 down at the time the property is knocked down to the Buyer, either in cash or by

approved check. These funds are non-refundable to Buyer except for failure of the seller to meet the conditions of this agreement.

4. The remaining balance shall be paid at final settlement which shall not be later than July 14, 2022. Time is of the essence. Closing shall be held at the office of David A. Ody, Esquire, 222 Penn Street, Huntingdon, Pennsylvania 16652 or at such other location as the parties agree.

5. Possession of the premises shall be given to the Buyer at settlement.

6. The Deed to be delivered to the Buyer shall be a special warranty deed prepared and executed at the expense of the Seller. This Deed shall convey the property free and clear of all liens and encumbrances, except for easements of record and easements which exist for utilities, roadways, highway rights-of-way and other visible easements including but not limited to a gas pipeline easement which is visible on the property.

7. Real Estate Transfer Stamps required for the validation of the Deed shall be paid by the buyer at (2%).

8. Real estate taxes shall be prorated to the date of closing on a calendar year basis for the municipal taxes and on a fiscal year for school taxes. Seller shall pay the taxes up to the date of closing and Buyer shall pay the taxes after the date of closing.

9. The property is sold in "as is" condition.

10. The Buyer may purchase at Buyer's expense any title insurance or certifications of title which the Buyer desires.

11. Risk of loss for the property shall be with the Seller until the date of closing, and thereafter with the Buyer.

12. Attached are property disclosure statements and lead paint disclosures.

13. In the event of default by Buyer, Seller may terminate this Agreement by giving notice to Buyer, whereupon all rights of Buyer hereunder shall immediately cease, and this Agreement

shall be null and void at the option of Seller. In the event Seller elects to declare this Agreement null and void and retains any payments made hereunder, said retention of payment is optional and not mandatory and SELLER may seek specific performance of this Agreement and/or pursue such other remedies provided in this Agreement and/or such other remedies as may be available at law or equity.

14. Should Seller default in the full and timely performance of any of Seller's obligations under the terms of this Agreement, for any reason other than the Buyer's default, Buyer may terminate this Agreement by giving notice to Seller, whereupon Buyer shall be entitled to a refund of the entire downpayment; and/or Buyer may seek specific performance of this Agreement and/or pursue such other remedies provided in this Agreement and/or pursue such other remedies as may be available at law or equity.

15. This Agreement constitutes the entire agreement between the parties hereto and no addition, modification or deletion shall be valid unless reduced to writing and signed by each of the parties hereto.

16. Upon execution, this agreement and its terms and conditions shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors or assigns.

PARADISE HUNTING CLUB OF
HUNTINGDON COUNTY, LLC

Date

BY:

The undersigned Buyer(s) _____

acknowledges the purchase of the within described real estate at the price of \$_____, with a down payment of _____ subject to the above conditions, with which the undersigned agrees to comply.

WITNESS the undersigned's hand and seal this _____ day of _____, 2022.

Date

Buyer

Date

Buyer