

# Agreement of Sale

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between, **ANTHONY E. ROBINSON, Executor of the Estate of Patricia A. Robinson, Deceased**, Party of the first part, hereinafter referred to as “**Seller**”;

AND

\_\_\_\_\_, Party of the second part, hereinafter referred to as “**Buyer**”;

## 1. PROPERTY

Seller is the owner of real estate known and numbered or otherwise identified as:

- **107 Peach Ridge Road**, Ellittsburg, Pennsylvania 17024, Perry County, Commonwealth of Pennsylvania and recorded in the Office of the Recorder of Deeds in and for Perry County at Deed Book 1312 Page 16, Tax Parcel No. 230,097.00-038.000; (hereinafter referred to as “**Property**”)

## 2. PURCHASE PRICE AND DEPOSITS

- Purchase Price of \_\_\_\_\_ (\$\_\_\_\_\_) DOLLARS, to be paid by Buyer as follows:
  - Initial Deposit day of execution:
  - Remaining balance due at settlement.
- All funds shall be paid at closing by certified check, wire transfer or other immediately available funds.
- All deposits under this Agreement shall be held by Cherewka Law, P.C. and shall be retained in an escrow account in conformity with all applicable laws and regulations until consummation or termination of this agreement.

## 3. ZONING.

Property Zoning classification- Residential.

## 4. TERMS.

- Written approval of Seller to be on \_\_\_\_\_, **2025**.
- Settlement is to be made on or before \_\_\_\_\_, **2025** and shall take place at a mutually agreed upon setting agreed in writing by both parties.

- c. The following shall be apportioned pro-rata on a daily basis as of and at time of settlement: Taxes as levied and assessed, water and/or sewer fees, together with any other lienable municipal service fees. All charges will be prorated for the period(s) covered. Seller will pay up to and including the date of settlement and Buyer will pay for all days following settlement.
- d. Real Estate Transfer Tax, 2% of the purchase price, shall be paid fully by the Buyer.
- e. All funds paid at closing shall be by cashier's check, certified funds, or wired funds.
- f. All dates and times identified for the performance of any obligations of this Agreement are of the essence and binding.
- g. The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by signing and/or initialing. For purposes of this Agreement, the number of days will be counted from the Excluding the date the Agreement was executed and including the last day of the time period. **All changes to this Agreement should be initialed and dated.**

## **5. PROPERTY SETTLEMENT CONTINGENCY.**

This sale is NOT contingent upon the settlement of another property.

## **6. FINANCING CONTINGENCY.**

This Agreement is NOT contingent upon the Buyer's ability to obtain a mortgage or financing on the Property.

## **7. STATUS OF WATER AND SEWER.**

Private water (Well) and Private sewer (Septic) at subject property.

## **8. MUNICIPAL IMPROVEMENTS.**

Seller has not received, and has no knowledge of any notice by any governmental or public authority relating to violations of zoning, housing, building, safety or fire ordinances or codes except:

NO EXCEPTIONS

## **9. SPECIAL CLAUSES.**

- a. Property is to be sold in AS IS condition, without any representation or warranties of any kind. Any radon, water, septic, lead paint, hazardous substance, insect infestation, building, structural, electrical, plumbing, heating, or any type required by Buyer(s) or Buyers' financial institution will not void or impair this agreement. This agreement is not contingent on any of the aforementioned items and the results will not void or impair the agreement.

**10. ATTACHED ADDENDA ARE MADE A PART OF THIS AGREEMENT:**

NONE

**11. FIXTURES/PERSONALTY.**

Included in this sale are all existing items which are permanently installed in or on the Property, free of liens, including but not limited to: plumbing, heating, radiator covers, lighting fixtures (including chandeliers and ceiling fans), pools, spas and hot tubs (including covers and cleaning equipment), electrical animal fencing systems (excluding collars), garage door openers and transmitters, television antennas, mounting brackets and hardware for television and sound equipment, unpotted shrubbery, plantings and trees, smoke detectors and carbon monoxide detectors, sump pumps, storage sheds, fences, mailboxes, wall to wall carpeting, existing window screens, storm windows and screen/storm doors, window covering hardware (including rods and brackets), shades and blinds, awnings, built-in air conditioners, built-in appliance, the range/oven, any remaining heating and cooking fuels stored on the Property at the time of settlement, and if owned, water treatment systems, propane tanks, satellite dishes and security systems. Also Included: \_\_\_\_\_

---

---

Excluded from the sale are the following: \_\_\_\_\_

---

**12. TITLE AND COSTS.**

- a. The premises are to be conveyed in fee simple by special warranty deed, free and clear of all liens, encumbrances and easements, EXCEPTING HOWEVER, the following:

Existing building restrictions, ordinances, easements of roads, privileges or rights of public service companies, if any; or easements or restrictions visible upon the ground, otherwise the title to the above described real estate shall be good and marketable or such as will be insured by a reputable title insurance company at the regular rates.

- b. The Buyer will pay for the following:
- i. The premium for title insurance, mechanics lien insurance and/or title search, or fee for cancellation of same, if any.
  - ii. The premium for flood insurance and/or fire insurance with extended coverage, insurance finder charges or cancellation fee, if any.
  - iii. Appraisal fees and charges paid in advance to mortgagee, if any.
  - iv. Buyer's normal settlement costs and accruals unless otherwise stated herein.
- c. Any survey or surveys which may be required by the Title Insurance Company or Buyer's Mortgagee shall be secured and paid for by the Buyer.

- d. In the event the Seller is unable to give a good and marketable title or such as will be insured by a reputable title company, subject as aforesaid, Buyer shall have the option of taking such title as the Seller can give without abatement of price or of being repaid all moneys paid by the Buyer to the Seller on account of the purchase price and there shall be no further liability or objection on either of the parties hereto and this Agreement shall become NULL AND VOID.

### **13. POSSESSION AND TENDER.**

- a. Possession is to be delivered by deed and delivery of keys at day and time of settlement unless otherwise specified herein.
- b. Seller will not enter into any new lease(s), written extension of existing lease(s), if any, or additional lease(s) for the premises without express written consent of the Buyer.
- c. Formal tender of an executed deed and purchase money is hereby waived.

### **14. RISK OF LOSS.**

- a. Seller shall maintain the property (including all items mentioned in paragraph 10 herein) and any personal property specifically scheduled herein in its present condition, normal wear and tear excepted.
- b. Seller shall bear risk of loss from fire or other casualty until time of settlement. In the event of damage to the property by fire or other casualty, Buyer shall have the option of rescinding this agreement and receiving hand money paid on account or of accepting the property in its then condition with the proceeds of any insurance recovery obtainable by Seller. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in this property as of the time of the acceptance of this Agreement.

### **15. REPRESENTATIONS.**

It is understood that this Agreement contains the whole agreement between the Seller and Buyer and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale. Furthermore, this Agreement shall not be altered, amended, changed or modified except in writing executed by the parties hereto.

### **16. RECORDING.**

This Agreement shall not be recorded in the Office for the Recording of Deeds or in any other office or place of public record, and if Buyer shall record this Agreement or cause or permit the same to be recorded, Seller may, at Seller's option, elect to treat such act as a breach of this Agreement.

## **17. ASSIGNMENT.**

This Agreement shall be binding upon the respective heirs, executors, administrators, successors and, to the extent assignable, on the assigns of the parties hereto, it being expressly understood, however, that the Buyer shall not transfer or assign this Agreement without the written consent of the Seller being first obtained.

## **18. REPRESENTATION WITH RESPECT TO BROKERS.**

Each party hereby represents and warrants that it has not engaged or dealt with any broker or other person who may be entitled to any brokerage fee or commission in respect of the execution of this Agreement or the consummation of this transaction contemplated hereby.

## **19. DEFAULT - TIME IS OF THE ESSENCE.**

The said time for settlement and all other items referred to for the performance of any of the obligations of this Agreement are hereby agreed to be of the essence of this Agreement. Should the Buyer:

- a. Fail to make any additional payments as specified in Paragraph 2(b), or
- b. Furnish false or incomplete information to the Seller, the Seller's agent, or the mortgage lender, concerning the Buyer's legal or financial status, or fail to cooperate in the processing of the mortgage loan application, which acts would result in the failure to obtain the approval of a mortgage loan commitment, or
- c. Violate or fail to fulfill and perform any of the material terms or conditions of this Agreement, then in such case, all deposit moneys and other sums paid by the Buyer on account of the purchase price, whether required by this Agreement or not, may be retained:
  - i. by the Seller on account of the purchase price, should the Seller demand the full purchase price, or
  - ii. as moneys to be applied to the Seller's damages, or
  - iii. as liquidated damages for such breach, as the Seller may elect, and in the event that the Seller elects to retain the moneys as liquidated damages in accordance with this Paragraph 20(c)(iii), the Seller shall be released from all liability or obligation and this Agreement shall be NULL AND VOID.

## **20. GOVERNING LAW AND EXCLUSIVE VENUE.**

This Agreement shall be interpreted, governed and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to any choice of law principles.

## **21. HEADINGS.**

The descriptive headings used herein are for convenience only and they are not intended to indicate all of the matter in the sections which follow them. Accordingly, they shall have no effect whatsoever in determining the rights or obligations of the parties.

## 22. WHOLE AGREEMENT.

No other agreement or provisions of this Agreement have been reached between the parties hereto except as are set forth herein or attached hereto and no representations or warranties, either express or implied are made by either of the parties hereto except as is set forth herein. All other agreements, representations and statements by or between the parties are hereby superseded by and to the extent that they are inconsistent herewith, canceled by this Agreement.

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

WITNESS:

SELLER:

Anothony Robinson, Executor

---

---

By: Anthony Robinson, Executor

WITNESS:

BUYERS:

---

---

Name: \_\_\_\_\_

---

---

Name: \_\_\_\_\_