

# AGREEMENT OF SALE FOR RESIDENTIAL REAL ESTATE

This Agreement is dated on \_\_\_\_\_, 2026,

## **1. PARTIES.**

The SELLER is NELSON H. HORST AND LUCY Z. HORST, husband and wife, of 7372 Chaneysville Pennsylvania.

The BUYER is \_\_\_\_\_

In this Agreement, the words "Seller" and "Buyer" mean each and all of them.

## **2. PROPERTY.**

A. Seller hereby agrees to sell to Buyer, and Buyer agrees to purchase the following described property located in the Commonwealth of Pennsylvania, together with any buildings and improvements, and all rights therein. The property is described as follows:

ALL THOSE TWO (2) CERTAIN PARCELS OF GROUND LOCATED IN MONROE TOWNSHIP, BEDFORD COUNTY, PENNSYLVANIA, ASSESSED AS APPROXIMATELY 265.92 ACRES AND BEING THOSE PREMISES MORE PARTICULARLY SET FORTH DEED INSTRUMENT NO. 2020-001954; F.12-0.00-045 and F.13-0.00-085 WITH AN ADDRESS OF 7372 CHANEYSVILLE ROAD, CLEARVILLE, PA 15535.

B. The property includes all plumbing, heating, lighting and electric fixtures and systems and all other permanent fixtures, together, trees and shrubbery, unless specifically excluded in this Agreement. All of the foregoing is referred to in this Agreement as the "property", and is included in the sale and purchase price, and shall be delivered to Buyer on the settlement date defined in Paragraph 4B of this Agreement.

## **3. ZONING CLASSIFICATION.**

Seller represents that there is no existing notice of an uncorrected violation of the housing, building, safety or fire ordinances with respect to the property.

## **4. TERMS OF SALE OF THE PROPERTY.**

A. PURCHASE PRICE: \$ \_\_\_\_\_ paid as follows:

(i). Cash or check on the date this Agreement is signed: \$150,000.00 on date of auction

(ii). Cash or certified or cashier's check on the settlement date \$ \_\_\_\_\_

B. The settlement for the property shall take place on or before JUNE 1, 2026, which is referred to in this Agreement as the "Settlement Date."

## **5. ESCROW ACCOUNT**

A. Buyer will pay all sums due under Paragraph 4A(i) of this Agreement upon execution hereof, to Metzgar & Metzgar, LLC, Trust Account, 202 East Main Street, Somerset, Pennsylvania, 15501.

B. Balance will be payable in full at closing by means of cash, cashier's check, or legally equivalent instrument.

## **6. TAXES AND ITEMS TO BE PRORATED.**

A. The 2026 county/township real estate taxes are to be prorated as of the date of closing on a calendar basis; and 2025/2026 school real estate taxes are to be prorated as of the date of closing on a fiscal basis.

B. State transfer taxes of 1% of purchase price will be paid by Buyer.

C. Local transfer taxes of 1% of purchase price will be paid by Buyer.

## **7. TITLE AND COSTS.**

A. Seller will convey the property described in Paragraph 2 of this Agreement by a Deed of Special warranty at Seller's cost. Seller's title must be good and marketable so that it can be insured by a reputable title insurance company at standard rates. Subject to any exceptions set forth in this Agreement, the property will be free and clear of all liens, encumbrances, security interests and easements. A lien is a charge on property for the payment of a debt. An encumbrance is a right to or interest in real estate in favor of a third party which lessens the property's value; for example, a restriction on the property's use. A security interest is an interest created by agreement to secure repayment or performance of an obligation. An easement is an interest which permits the holder to use another's real estate.

(i) The property can be subject to the following exceptions: building restrictions, easements and licenses for roads and utilities which exist on the date of this Agreement and are recorded or are visible on the ground. A license is a privilege to perform an act or acts on another's real estate.

B. If the Seller shall be unable to deliver or cause to be delivered a deed conveying good and marketable title to said premises, then the Seller shall be allowed a reasonable time, but not exceeding Sixty (60) days from the date of this Agreement, within which to perfect title. If, at the end of said time, the Seller is still unable to deliver a deed conveying a good and marketable title to said premises, then Buyer may elect to accept such title as the Seller can convey or may reject such title. Upon such rejection, all sums paid on account hereof shall be repaid to the Buyer, without interest. Upon receipt of such

payment, this Agreement shall terminate and the parties hereto shall be released and discharged from all further claims and obligations hereunder.

C. The Buyer will pay all costs of obtaining a title search, appraisal, title insurance, settlement costs relating to the mortgage loan and for flood and fire insurance coverage or binders on the property and preparation of the sales agreement.

D. Seller will pay for deed preparation and preparation of the sales agreement.

#### **8. POSSESSION OF THE PROPERTY; AGREEMENT WITH RESPECT TO LEASES.**

A. Seller will deliver possession of the property on settlement date, in broom clean condition and free of debris.

B. Buyer waives (gives up) the right to require production of the signed deed prior to payment of the purchase price. If Seller defaults, Buyer does not have to make formal production of the purchase price on the settlement date prior to exercising the remedies as set forth in this Agreement.

C. Seller will not enter into any new leases, extensions of leases or additional leases for the property without Buyer's prior written consent.

#### **9. MAINTENANCE AND RISK OF LOSS.**

A. Seller will maintain the property in its condition on the date of this Agreement, reasonable wear and tear excepted.

B. Seller bears the risk of loss from fire or other casualties until the conclusion of the closing on the settlement date. If there is any damage to all or part of the property by fire or other casualty, which is not repaired or replaced prior to the settlement date, Buyer will have the option of terminating (ending) this Agreement. On termination, all funds deposited by Buyer under Paragraph 4A of this Agreement will be returned to Buyer.

C. As an alternative to the ending this Agreement under the above paragraph, Buyer has the option to accept the property in its condition on the settlement date with no reduction in the purchase price, unless reduction agreed to by Seller. In addition, Seller shall give to Buyer any insurance proceeds received on account of the damage to the property. Seller will assign to Buyer all of Seller's rights to receive proceeds under any insurance policies covering the damage to the property.

#### **10. AGREEMENTS REGARDING INSPECTION.**

Seller agrees that Buyer or its representative shall have the right of entry upon the real estate after the execution of this agreement for the following purposes:

A. Buyer shall have the right to have the improvements which are part of the real estate inspected for radon gas, evidence of termite or other wood boring or pest infestations, septic and well inspections, and a general property inspection within 15 days of the signing of this Agreement. This Agreement of Sale is NOT contingent upon satisfactory results of the aforementioned inspections and is being purchased in an "AS-IS" condition.

B. Seller is unaware of any adverse presence of any urea formaldehyde insulation, radon gas, asbestos or lead in or upon the improvements which are part of the real estate, however, Buyer shall have the right to obtain any inspection desired to satisfy Buyer that the same are safe. Should the testing reveal unsafe levels are present and remedial work is required, the parties may elect the remedies as set forth in below hereof.

#### **11. BROKER.**

No person, company or corporation has acted as real estate broker or agent for Seller except for: Beiler-Campbell Auction Services.

#### **12. ACCESS TO PROPERTY FROM A PUBLIC ROAD, AND SEWAGE FACILITY NOTICE.**

A. Access to a public road from the property may require a highway occupancy permit from the Pennsylvania Department of Transportation.

B. This property is served by a private sewage system. Buyer acknowledges that a community sewage system is not available; that a permit for an individual sewage system is required; and that Buyer has either inspected such a permit which was previously obtained or Buyer has been advised to contact the local agency charged with administering the Pennsylvania Sewage Facilities Act, 35 P.S. 750.1, before signing this contract to determine the procedure and requirements for obtaining such a permit.

#### **13. NO RECORDING OF THIS AGREEMENT.**

This Agreement shall not be recorded without prior agreement of both parties. If Buyer records or permits this Agreement to be recorded without approval of Seller, Seller, at Seller's option, may treat such an act as an event of default under the terms of this Agreement.

#### **14. TIME IS OF THE ESSENCE (PERFORMANCE ON TIME REQUIRED); EVENTS OF DEFAULT; REMEDIES.**

NOTICE: If Buyer does not meet Buyer's obligations under this Agreement, Buyer may lose the money paid under Paragraph 4A(i) of this Agreement. If Seller does not meet Seller's obligations under this Agreement, Seller may lose the money Buyer paid under Paragraph 4A(i) this Agreement and may also be liable for other sums:

A. The settlement date (and any other dates) contained in Paragraph 4B of this Agreement are agreed to be of the essence of (required for performance under) this Agreement.

B. Buyer will be in default under this Agreement when (these are Buyer's events of default):

- (i) Buyer fails to make any of the payments on the dates required in Paragraph 4 of this Agreement;
- (ii) Buyer records this Agreement without approval of Seller;
- (iii) Buyer provides false information or signature to Seller.

C. On the occurrence of an event of default by Buyer, Seller may retain all sums which Buyer paid under Paragraph 4A(i) of this Agreement. The retention can be: on account of the Purchase Price; or on account of Seller's damages; or as liquidated (agreed) damages for Buyer's failure to perform under this Agreement, as Seller shall choose. If Seller chooses to retain the funds as liquidated damages, this Agreement will terminate (end) and both the Buyer and Seller will be released from all further obligations under this Agreement.

D. If Seller fails to sell, convey and deliver the property on the settlement date, Buyer may:

- (i) Choose to cancel this Agreement and waive (give up) any claim for loss of bargain. If Buyer chooses this option, Seller agrees to return to Buyer all sums paid by Buyer under this Agreement and to pay all of the expenses incurred by Buyer in preparing for the closing. These expenses include, but are not limited to, costs paid for: title search, appraisal, title insurance, mortgage loan application, flood and fire insurance coverage or binders on the property, preparation of sales agreement and attorney's fees;
- (ii) File an action to specifically enforce this Agreement including any damages which are allowed by law;
- (iii) File an action for damages allowed by law, including damages for loss of bargain and Buyer's expenses in preparing for the closing, including but not limited to the items set forth in this Agreement. Buyer may bring and continue either an action for specific performance (enforcement of this Agreement) or for loss of bargain or both until final judgment.

## **15. MISCELLANEOUS.**

A. This Agreement is not contingent on financing.

B. Personal property to be included in sale: none



C. Buyer and Seller agree to sign any authorizations for the release of domestic relations information.

D. This property is served by three (3) private wells.

E. This Agreement is the entire contract between the Buyer and Seller. Nothing which Buyer has previously said or written to Seller or Seller has previously said or written to Buyer changes the terms of this Agreement. This Agreement may not be changed, modified or amended unless Buyer and Seller do so in writing signed by each of them.

F. This Agreement is binding on the Buyer, Seller and their respective heirs, successors and personal representatives and, to the extent that this Agreement can be assigned (transferred) to the assigns (transferees) of Buyer and Seller. Buyer may assign this Agreement.

G. In the event that the sale of the subject premises creates a violation of Clean & Green Act provisions, Buyer shall pay any and all rollback taxes.

H. If more than one person signs this Agreement as Buyer or Seller, this Agreement is binding on and shall be for the benefit of each and all of them.

I. The paragraph headings are for convenience only and do not form a part of the agreements of Buyer and Seller.

J. Pennsylvania law governs this Agreement.

K. Items of personal property NOT INCLUDED: heating propane tank system and chain hoist in machine shop and all cut flower root stock in the garden

L. In the event that Seller agrees to do owner financing, Seller shall be permitted to live in one of the homes and have the use of the 40' x 60' manufacturing shop and the 32' x 60' machine shed until mortgage is paid in full

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND THE RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL, AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND, AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED

BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.)

Unless the above notice is stricken, the deed shall contain the notice set forth above and shall also contain, and Buyer shall sign, the notice provided in the Bituminous Mine Subsidence and Land Conservation Act of 1966.

WITNESS the signing of this Agreement on the date set forth above, intending to be legally bound.

WITNESS:

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\_\_\_\_\_

SELLER:

\_\_\_\_\_  
Nelson H. Horst

\_\_\_\_\_  
Lucy Z. Horst

BUYER:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
typed name

\_\_\_\_\_  
typed name