**SEALED BID**

**REAL ESTATE AUCTION**

All Sealed Bids must be received by 5:00 pm EST on Tuesday June 9, 2020, **please call now to set up a private date and time to view**

***The following custom built Brick & Vinyl sided 3 bedroom,***

***2 ½ bath ranch style home on 1-1/2 acres in Unity Township***

**Located: 172 Lightcap Road, Latrobe, PA 15650 (off approx 1 mile off Latrobe Crabtree Road)**

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**As of Friday, May 15, 2020 Westmoreland County is in the yellow-phase. This Real Estate showing is being conducted in compliance with PA approved social distancing guidelines and safety mitigation measures.  Attendees are encouraged to wear a mask, gloves and take precautions to protect personal safety and that of others. Mark Ferry Auctioneers, Inc. will provide a private showing/preview for this upcoming Real Estate Auction, please call now to set up a private date and time to view.**

**Room Sizes:** 15’ x 13’ Formal living room with gas stone face fireplace, 14 ½’ x 11’ kitchen with counter bar, center island 4’ x 27”, Hickory wood Manor House cabinets, GE dishwasher, GE microwave, Kenmore refrigerator with water dispenser, ceramic tile floor with door leading to a 12’ x 16’ covered, cement floor patio, 11’ x 9’ dining room hardwood flooring, Master Bedroom 15’ x 14’ ceiling fan with light leading to a master bathroom 8’ x 15’ ceramic tile flooring, 2 bowl vanity, tub shower, toilet, linen closet, 5’ x 6’ walk in closet, Bedroom #2 10’ x 12’ carpet, 6’ x 7’ walk in closet, Bedroom #3/Sitting Room, 11’ x 10’ ceiling fan, carpet, closet, foyer with hardwood flooring, coat closet, full bath, tub, show, sink toilet ceramic tile floor, 8’ x 6’ laundry room with ceramic tile flooring, single fiberglass laundry tub, Magtag washer, Kenmore dryer, 6’ x 6’ powder room with shower and toilet. 2 car garage 21’ x 21’ painted floor, fiberglass utility sink, large storage pantry, storage cabinets, mechanical room: 50 gallon hot water heater, 200 amp circuit breaker.

Unity Township, Westmoreland County, D.B.V. 3744, Page 496, Parcel number 61-03-0000-129, Greater Latrobe School District, serviced by city water, gas heat, radiate floors, central air. Built in 2008. Yearly Taxes $2,997.49. Lot size approx. 150’ road frontage x 450’ deep. 20’ x 30 quonset style storage shed with electric, 8’ x 7’ over head door and man door.

**Note:** This home is in move in condition, in like new condition. Conveniently located near shopping, schools, churches. Smoke Free, Pet Free Home.

**Visit web for details and photos**

**Mark Ferry Auctioneers, Inc.**

**Mark L. Ferry 724-423-5580  AY 2076**

**Participating members of PAA & NAA**

**www.markferryauctioneers.com**



**BID SUBMISSION INSTRUCTIONS**

All Sealed Bids must be received by 5:00 pm EST on Tuesday June 9, 2020 at the following address:

Mark Ferry Auctioneers, Inc. AY2076

Attn: Seal Bid

3517 State Route 982

Latrobe, PA 15650

Any bid received after the deadline may be returned to the sender unopened. Please make sure to put a return address on your bid.

If you are using an overnight service to deliver your bid, we recommend that you specify morning delivery to avoid possible delays by the delivery service.

Each bid must contain:

An executed copy of the Bidder’s Statement;

An executed copy of the Sealed Bid Form;

A certified or cashier’s check representing 10% of your declared bid amount on the bid form, made payable to Mark Ferry Auctioneers, Inc.

**Example**:

Bid amount: $100,000.00, the 5% buyers premium= $5,000.00, total bid offered =$105,000.00,

the deposit amount of 10% would equal $10,500.00.

No check will be deposited until the winning bid is accepted. The successful bidder’s initial Earnest Money will be held in an non interest bearing escrow account.

**ANY DEPOSIT BY A BIDDER WHO IS NOT AWARDED THE CONTRACT TO PURCHASE THE REAL ESTATE SHALL BE RETURNED TO SUCH BIDDER.**



AY2076

**BIDDER’S STATEMENT**

PROPERTY ADDRESS:172 Lightcap Road, Latrobe PA 15650

The undersigned represents and warrants that he or she is of legal age and has full legal capacity and authority to understand, execute and deliver this Bidder’s Statement on behalf of the undersigned or the entity, if any, designated above the signature line below. In consideration of being permitted to bid at sealed bid auction, the undersigned agrees with the ownership of the above-referenced property. Frank J. and Minnie Salandro by Ronald J. Salandro, P.O.A., and Mark Ferry Auctioneers, Inc. and their respective successors and assigns as follows:

The undersigned acknowledges receipt of or access to prior to the execution hereof of copies of the following:

A property information Package describing the auction, including the Terms and Conditions for Purchasing the Property at a Sealed Bid Sale.

The undersigned has the financial resources necessary to complete the timely acquisition of the property, as and when required pursuant to the Real Estate Contract at the bid price offered by the undersigned.

The undersigned has reviewed the Specimen Contract and has obtained and reviewed all other information which he or she or it feels is necessary or appropriate in order to bid at the auction.

The Property Information Package and all such information are acceptable to the undersigned and such acceptance is reflected in the amount by the undersigned.

The undersigned has independently inspected and reviewed the physical condition of the Property, including (but not by way of limitation): (a) the title of Seller, (b) the condition and state of repair and lack of repair of all improvement thereon, (c) the existence and condition of any or all personal property at the Property, (d) the nature, provisions and effect of all health, fire, environmental, building, zoning, subdivision and all other use and occupancy laws, ordinances and regulations applicable hereto.

The undersigned understands and agrees: (a) THAT THE PROPERTY WILL BE SOLD “WHERE IS” IN “AS IS” CONDITION WITH NO WARRANTY, NO FINANCING CONTENGIES, EXPRESSED OR IMPLIED ABOUT SUCH CONDITION (SELLER AND AUCTIONEER EXPRESSLY DISCLAIMING ANY WARRANTIES OF HABITABILTY, FITNESS FOR INTENDED USE OR OTHER IMPLIED WARRANTIES) AND WITH THE UNDERSIGNED ACCEPTING ALL DEFECTS, BOTH APPARENT AND LATENT, AT ITS OWN, ABSOLUTE AND EXCLUSIVE RISK; (b) that the Property is acceptable in its present condition; and (c) that neither Seller or Auctioneer will have any liability or obligation whatsoever for the physical condition of the property, or for any inaccuracy or omission from any of the written information and material about the property.

The undersigned confirms that no officer, employee or agent of Seller, or any persons alleging to be or represent the Seller has made any representations or warranties concerning the Property and/or Property Information Package. Except to the extent of any undertakings to be made by the Seller in the Purchase and Sale Agreement, the undersigned hereby absolutely and unconditionally releases and discharges Seller and their respective officers, employees, agents, successors and assigns, or and from any claim or cause of action the undersigned may here fore or hereafter have relating to the Property Information Package and any alleged oral or written representations, warranties or agreements relating thereto or to the Property. Sold As Is. Where Is. No Financing Contingencies.

Owners/P.O.A Reserves The Right To Accept Or Reject, Any Or All Bids On Real Estate.

**Title.** The Property shall be conveyed and transferred at the Closing free and clear of any and all liens, encumbrances, and easements, excepting, however, existing (i)building restrictions, (ii) ordinances, (iii) easements of roads, (iv) easements, privileges, or right of public service companies, (v) easements or servitudes visible upon the ground or apparent from an inspection of the Property, (vi) any variation in location or dimension, conflict with lines of adjoining property, encroachments, projections or other matters that might be disclosed by an accurate survey of the Property, and (ii) covenants, restrictions, and easements recorded in the Office of the Recorder of Deeds for **Westmoreland County,** Pennsylvania. In the event Seller is unable to convey and transfer good and marketable title to the Property as required hereunder, Purchaser shall have the option of taking such title as Seller can convey with an abatement in the purchase price in an amount equal to the balance of any outstanding liens and/or encumbrances, and with the right to pay said amount to any lien holder or encumbrance holder in release of the Property from such liens or/or encumbrances, or, in the alternative, of declaring this Agreement null and void. In such latter event, this Agreement shall be null and void and the parties herein released from further liability to each other.

**DISCLAIMER & ABSENCE OF WARRANTIES:** Information contained in advertisements, information packet, estimated acreages, and marked boundaries are based upon the best information available to Mark Ferry Auctioneers, Inc. at the time of preparation & may not depict exact information on the property. Each potential buyer is responsible for conducting his/her own independent inspection, investigations, and inquiries concerning the real estate. Prospective purchases must rely solely upon their own investigations and due diligence. The information contained in this packet is subject to verification by all parties relying on it. No liability for its accuracy, errors or omissions is assumed by seller or the Auction Company.

**NOTICE TO BIDDERS**: The information contained in advertisements, information packet, estimated acreage, and marked boundaries are based upon the best information available to Mark Ferry Auctioneers, Inc. (“Auctioneer”). Such information is believed to be reliable but is not guaranteed, and no liability for accuracy, errors or omissions is assumed by seller or Auctioneer.  Each potential buyer is responsible for conducting his or her own independent inspection, investigations, and inquiries concerning the real estate.

In Witness where of, the undersigned has cause this Bidder’s Statement to be executed by its duly authorized representatives as of the \_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please print name

THIS DOCUMENT IS TO BE SUBMITTED WITH THE SEALED BID FORM



**SEALED BID FORM**

ADDRESS OF PROPERTY: 172 Lightcap Road, Latrobe PA 15650

PARCEL ID # 61-03-0000-129, D.B.V. 3744, Page 496

Sealed Bid is due on or before:

5:00 pm EST on Tuesday June 9, 2020

Mark Ferry Auctioneers, Inc. AY2076

Attn: Sealed Bid

3517 State Route 982

Latrobe, PA 15650

Place a check mark in the boxes indicating the following:

Acknowledgment of receipt of Property Information Package and Bidder’s Statement.

Included is a certified, cashier’s check or personal check in the amount of $\_\_\_\_\_\_\_ made payable to Mark Ferry Auctioneer’s Inc. Deposit monies will be adjusted to be 10% of successful bid price.

Written Bid Amount $\_\_\_\_\_\_\_\_\_\_\_\_

**5% Buyer’s Premium** $\_\_\_\_\_\_\_\_\_\_\_

Total Bid Offered $\_\_\_\_\_\_\_\_\_\_\_

**Example**:

Bid amount: $100,000.00, the 5% buyers premium= $5,000.00, total bid offered =$105,000.00,

the deposit amount of 10% would equal $10,500.00.

**ANY DEPOSIT BY A BIDDER WHO IS NOT AWARDED THE CONTRACT TO PURCHASE THE REAL ESTATE SHALL BE RETURNED TO SUCH BIDDER.**

Bidders Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (please print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company (if applicable)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Daytime Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bid Certification Form I acknowledge this is a Reserve Auction and if I am the successful bidder, my offer will be subject to the seller’s approval. By signing this certification and returning it to the offices of Mark Ferry Auctioneers, Inc. I hereby certify that:

1. I have read the auction rules and bidding format as set out by the auctioneers and I completely understand them.

2. I understand that the terms and rules of the auction will be strictly enforced and that there are no exceptions.

3. I certify that I currently have sufficient funds to meet the deposit requirements as called for by the sales contract.

4. I have examined the proposed sales contract given to me as part of the Bid Package and understand that it is a legally binding contract and is not contingent upon financing or any other possible contingency and is sold Sold As Is. Where Is. No Financing Contingencies. Owner/P.O.A. Reserves The Right To Accept Or Reject, Any Or All Bids On Real Estate.

5. I understand that if I am the high bidder, I will be required to sign the sales contract immediately upon such notice from the auctioneer of being declared the high bidder. I agree to complete and sign the sales contract upon such transmitted notice (verbal, written, electronically or otherwise).

1. **High Bid.** Purchaser was the successful high bidder for the Property, entering a bid in the amount **of in here is the hammer price\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_\_\_)** (the (“Hammer Price”).
2. **Sale and Purchase of the Property.** Seller agreesto sell and convey the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller, for a total purchase price of

**This is the hammer price & BP price combined total in here\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_\_\_\_)** (the “Purchase Price”), comprised of the Hammer Price ***PLUS A BUYER’S PREMUM*** (payable by Purchaser to Auctioneer for Auctioneer’s own account) in an amount equal to **FIVE Percent (5%)** of the Hammer Price (the “Buyer’s Premium”). Real Estate transfer tax shall be calculated on the total Purchase Price (i.e. the Hammer Price ***plus*** the Buyer’s Premium).

1. **Payment of Purchase Price.** The Purchase Price shall be paid, as follows:
2. **Deposit.** A NON REFUNDABLE deposit in certified funds, or by approved check certified, cashier’s check or personal check paid by Purchaser to Auctioneer on the signing of this Agreement (the “Deposit”) in the amount of:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Percent (\_\_\_%) of the Purchase Price**

6. I understand that the auctioneer represents the seller and there is no relationship of dual agency.

\_\_\_\_\_\_ For office use only: Received by: Mark Ferry Auctioneers, Inc. 3517 State Route 982, Latrobe PA 15650 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Time: \_\_\_\_\_

**TERMS AND CONDITIONS**

SEALED BID AUCTION TERMS & CONDITIONS

The property of Frank J. and Minnie Salandro by Ronald J. Salandro, P.O.A., is being offered for sale under and subject to the following conditions and stipulations.

SAID property to be sold:

172 Lightcap Road, Latrobe PA 15650

PARCEL ID # 61-03-0000-129, Wetmoreland County, Unity Township, D.B.V. 3744, Page 496

THE highest and best bidder shall be the Buyer or Buyers, However, this sale is subject to immediate confirmation and the Seller(s) reserve the right to reject any or all bids on the sealed bid portion of this event.

**BID SUBMISSION:**

All sealed bids must be mailed or deliver by 5:00 pm EST on Tuesday June 9, 2020 to:

Mark Ferry Auctioneers, Inc. AY2076

Attn: Sealed Bid

3517 State Route 982

Latrobe, PA 15650

Mark Ferry Auctioneers, Inc. is not responsible for delayed or lost in the mail. All bidder must review the Property Information Package from Mark Ferry Auctioneers, Inc. and all bids must be submitted using the form supplied in this Package. Any bid that does not conform will not be considered unless the bidder has prior written consent from the seller. The signed Bidder’s Statement and a certified, cashier’s check or personal check in the amount of TEN PERCENT (10%) made payable to Mark Ferry Auctioneer’s Inc. Deposit monies will be adjusted to be 10% of successful bid price, must accompany the Sealed Bid Form in an envelope marked with full return address.

**BUYER’S DEPOSIT:** The successful bidder’s deposit of TEN PERCENT (10%) of the final purchase price will be held in the escrow account of Mark Ferry Auctioneer’s Inc.

**CONSIDERATION OF BID:** Bids will be give priority of Seller based on the following criteria:

Bid which conforms to the terms and conditions of the contract.

Bid which have proper deposit included

Bid must include a signed bidder’s Statement Sheet.

While the sale of this property is **subject to the confirmation of Seller(s) by WEDNESDAY, JUNE 10, 2020,** the seller expressly reserves the right to withdraw the Real Estate from sale and reserves the right to reject any or all bid and to sell the Real Estate publically or privately.

**NOTIFICATION OF BIDDERS:** All bids shall be irrevocable and subject to acceptance following the submission deadline. All persons submitting bids will be notified of the acceptance or rejection of their bid. Failure of Bidder to receive notice shall not constitute acceptance of the bid. The Buyer shall sign the Agreement of sale by **THURSDAY, JUNE 11, 2020.**

**TERMS AND CONDITIONS**

**Title.** The Property shall be conveyed and transferred at the Closing free and clear of any and all liens, encumbrances, and easements, excepting, however, existing (i)building restrictions, (ii) ordinances, (iii) easements of roads, (iv) easements, privileges, or right of public service companies, (v) easements or servitudes visible upon the ground or apparent from an inspection of the Property, (vi) any variation in location or dimension, conflict with lines of adjoining property, encroachments, projections or other matters that might be disclosed by an accurate survey of the Property, and (ii) covenants, restrictions, and easements recorded in the Office of the Recorder of Deeds for **Westmoreland County,** Pennsylvania. In the event Seller is unable to convey and transfer good and marketable title to the Property as required hereunder, Purchaser shall have the option of taking such title as Seller can convey with an abatement in the purchase price in an amount equal to the balance of any outstanding liens and/or encumbrances, and with the right to pay said amount to any lien holder or encumbrance holder in release of the Property from such liens or/or encumbrances, or, in the alternative, of declaring this Agreement null and void. In such latter event, this Agreement shall be null and void and the parties herein released from further liability to each other.

**SETTLEMENT DATE:** Settlement is to be on or before date of closing in here August 10, 2020 at which time the purchaser will pay the balance of the purchase price. Possession will be transferred upon recording of the deed. PropertyTaxes will be prorated as of date of closing. 2% transfer tax will be spilt between the buyer and the seller.

**PROPERTY CONDITION:** THE PROPERTY WILL BE OFFERED FOR SALE “WHERE IS” IN “AS IS” CONDITION WITH NO WARRANTY, NO FINANCING CONTENGIES, EXPRESSED OR IMPLIED ABOUT SUCH CONDITION (SELLER AND AUCTIONEER EXPRESSLY DISCLAIMING ANY WARRANTIES OF HABITABILTY, FITNESS FOR INTENDED USE OR OTHER IMPLIED WARRANTIES) AND WITH THE UNDERSIGNED ACCEPTING ALL DEFECTS, BOTH APPARENT AND LATENT, AT ITS OWN, ABSOLUTE AND EXCLUSIVE RISK; (b) that the Property is acceptable in its present condition; and (c) that neither Seller or Auctioneer will have any liability or obligation whatsoever for the physical condition of the property, or for any inaccuracy or omission from any of the written information and material about the property.

The undersigned conforms that no officer, employee or agent of Seller, or any persons alleging to be or represent the Seller has made any representations or warranties concerning the Property and/or Property Information Package. Except to the extent of any undertakings to be made by the Seller in the Purchase and Sale Agreement, the undersigned hereby absolutely and unconditionally releases and discharges Seller and their respective officers, employees, agents, successors and assigns, or and from any claim or cause of action the undersigned may herefore or hereafter have relating to the Property Information Package and any alleged oral or written representations, warranties or agreements relating thereto or to the Property. Sold As Is. Where Is. No Financing Contingencies.

Owner/P.O.A. Reserves The Right To Accept Or Reject, Any Or All Bids On Real Estate.

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For more information and private viewing/showing give Mark a call 724-423-5580

**Mark Ferry Auctioneers, Inc.**

**Mark L. Ferry 724-423-5580  AU1589**

**Licensed Auction Co.  AY 2076**

**Participating members of PAA & NAA**

**www.markferryauctioneers.com**

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