

RESIDENTIAL REALTY PURCHASE AND SALE AGREEMENT

This REALTY PURCHASE AND SALE AGREEMENT (this "Agreement"), dated as of January 21, 2017, is entered into by and between:

NAME: Estate of William Starsinic Robert Starsinic, Executor
ADDRESS: 642 S. 2nd St
Steelton, PA 17113 ("Seller").

and

NAME: _____
ADDRESS: _____ ("Purchaser").

In consideration of the mutual promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties to this Agreement, intending to be legally bound, agree as follows:

1. **Public Auction.** This Agreement provides for the sale and conveyance of real property offered at public auction (the "Auction") on January 21, 2017 by Robert A. Ensminger ("Auctioneer").

2. **The Property.** As more particularly described on the property description attached to this Agreement as Exhibit A, which Exhibit A is incorporated herein by reference and made a part of this Agreement, the real property subject to this Agreement (the "Property") is, as follows:

Street: 642 S. 2nd Street
Municipality: Steelton Borough
County: Dauphin
State: PA
Zip Code: 17113

Property Identification Number: 57-009-016

Total acreage of the Property is approximately 1,450 square feet (0.033) acres, more or less. Seller believes the amount of acreage of the Property to be accurate, but neither Seller nor Auctioneer makes any representation or warranty as to the actual acreage amount. Purchaser acknowledges and agrees that Purchaser has had the opportunity to verify acreage prior to the Auction, by survey or otherwise, and Purchaser waives any and all claims against Seller and Auctioneer regarding, or in any way respecting, the actual acreage of the Property.

3. **Personal Property; Fixtures.** The following items located in, at, or about the Property will convey with the Property:
Gas range in the kitchen

4. **High Bid Price.** Purchaser was the successful high bidder for the Property at the Auction, with a bid in the amount of _____ Dollars (\$ _____) (the "High Bid Price").

5. **Buyer's Premium.** Purchaser is responsible for paying a Buyer's Premium to Auctioneer, for Auctioneer's own account, in an amount equal to Five percent (5 %) of the High Bid Price (the "Buyer's Premium").

6. **Purchase Price.** The total purchase price for the Property (the "Purchase Price") is _____ Dollars (\$ _____), calculated as follows:

High Bid Price \$ _____
plus Buyer's Premium \$ _____
Purchase Price \$ _____

7. **Sale and Purchase of the Property.** As set forth in this Agreement, Seller agrees to sell and convey the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller, for the Purchase Price.

8. **Payment of Purchase Price.** The Purchase Price will be paid, as follows:

- (i) **Deposit.** A deposit in cash, certified funds, approved check, or other immediately available funds paid by Purchaser to Auctioneer on the signing of this Agreement (the "Deposit") in the amount of Five Thousand Dollars (\$ 5,000.00).
- (ii) **Balance of Purchase Price.** The balance of the Purchase Price will be paid in cash, by certified check, or by other immediately available funds at the Closing.

9. **Escrow.** The Deposit will be held by Auctioneer in a non-interest bearing account. Auctioneer will not be liable to Seller or Purchaser for any acts or omissions regarding the Deposit unless taken or suffered in bad faith, in willful disregard of this Agreement, or involving gross negligence. Seller and Purchaser will jointly and severally indemnify, defend and hold Auctioneer harmless from and against all costs, claims, and expenses, including reasonable attorneys' fees, incurred in connection with the performance of Auctioneer's duties under and pursuant to this Section, except with respect to acts or omissions taken or suffered by Auctioneer in bad faith, in willful disregard of this Agreement, or involving gross negligence. In no event will Auctioneer be liable for unearned interest with respect to the Deposit. If Purchaser defaults under this Agreement, Auctioneer will be entitled to retain any and all amounts owing to Auctioneer from Seller, including, without being limited to, Auctioneer's expenses, Commission, and Buyer's Premium from the Deposit prior to distributing any remaining portions of the Deposit to Seller or otherwise disbursing such monies.

10. **No Contingencies.** This Agreement, and the transactions contemplated hereunder, are not subject to any contingencies, including, without being limited to, mortgage or financing contingencies, inspection contingencies, and attorney approval, all of which are waived by Purchaser. Purchaser understands that any and all repairs, inspections, surveys, or permits are strictly and solely Purchaser's obligation and at Purchaser's expense.

11. **Closing.** Unless otherwise agreed in writing, the settlement at which Purchaser will pay the balance of the Purchase Price and Seller will sell, transfer, and convey the Property to Purchaser (the "Closing") will occur on or before February 20, 2017, at the offices of Purchaser's title agent or at such other location mutually agreed to by Seller and Purchaser. The actual date on which the Closing occurs will be the "Closing Date." Purchaser will provide Seller with written notice of the Closing Date not less than five (5) business days in advance thereof.

12. **Possession.** Possession will be delivered, with the keys, at the Closing.

13. **Deed.** At Closing, Seller will deliver a Special Warranty Deed (or an Executor's Deed, Administrator's Deed or Trustee's Deed if Seller holds title as an Executor, Administrator, or Trustee) to Purchaser (the "Deed").

14. **Title.** At the Closing, Seller will convey good and marketable title to the Property, in fee simple absolute, free and clear of any and all liens, encumbrances, and easements, excepting, however, any (i) any building restrictions, (ii) any ordinances, (iii) any easements of roads, (iv) any easements, privileges, or rights of public service companies, (v) any easements or servitudes visible upon the ground or apparent from an inspection of the Property, (vi) any variation in location or dimensions, conflict with lines of adjoining property, encroachments, projections or other matters that might be disclosed by an accurate survey of the Property, (vii) any covenants, restrictions, and easements of public record, and (viii) any reservations, restrictions, conveyances, or limitations with respect to gas, mineral, oil, and timber rights.

15. **Title Defects.** If Seller is unable to convey and transfer good and marketable title to the Property as required under this Agreement, Seller may cancel this Agreement on written notice to Purchaser, and on return of the Deposit to Purchaser, the parties will have no further liability to each other.

16. **Real Estate Transfer Tax.** Real estate transfer taxes will be allocated as follows:

- Paid by Buyer Paid by Seller Equally between Buyer and Seller
- Other _____.

17. **Recording Fees.** Buyer will pay the fees for recording the Deed.

18. **Settlement Fees, Expenses and** Buyer will pay for any and all title searches, title insurance charges, and survey costs.

19. **Apportionment of Taxes and Periodic Costs.** Taxes and all other periodic realty costs, if any, will be apportioned *pro rata* as of the Closing Date. All taxes will be considered to be on a calendar year basis, with the exception of school taxes, which will be pro-rated on a fiscal year basis. Seller will pay for all days up to and including the Closing Date, and Purchaser will pay for all days following the Closing Date.

20. **Title Agent.** Purchaser will be responsible for any and all fees or costs payable to any title agent conducting or attending the Closing, or who performs a title search or prepares a title report.

21. **Gas, Mineral, Oil and Timber Rights.**

- All gas, mineral, oil, and timber rights will transfer with the Property.
- No gas, mineral, oil, and timber rights will transfer with the Property, and the same are reserved to the Seller, or are subject to other reservation or conveyance.
- Transfer of Gas, mineral, oil, and timber rights will be as follows:
Subject to paragraph 14 above. It is unknown if these rights have been previously transferred.

22. **Seller's Residential Real Estate Disclosure Statement.**

- Seller has provided Purchaser with a Seller's Residential Real Estate Disclosure Statement.
- Seller is exempt from providing a Seller's Residential Real Estate Disclosure Statement.

23. **Lead-based Paint Disclosure.**

- The Property was built before 1978, and Seller has provided Purchaser with a Lead-based Paint Disclosure Statement.
- The Property was built after 1977, and Seller has not provided Purchaser with a Lead-based Paint Disclosure Statement.

24. **Property Sold AS IS, WHERE IS, and WITH ALL FAULTS AND DEFECTS.** Purchaser acknowledges and agrees that the Property, including the real property and any personal property and fixtures conveying with the real property, is sold **AS IS** and **WHERE IS**, in its current condition (subject to reasonable use, wear, tear, and natural deterioration between the date of this Agreement and Closing), **WITH ALL FAULTS AND DEFECTS**, and Purchaser hereby releases and forever discharges Seller and Auctioneer from any and all claims liabilities, losses, damages, costs, and expenses resulting therefrom or in connection therewith. Purchaser acknowledges and agrees that Purchaser has not relied on any representation, claim, oral understanding, advertising, promotional activity, brochure, or plan of any kind made by the Seller, or by Auctioneer, in connection with this Agreement or Purchaser's purchase of the Property. Seller and Auctioneer make no representations, warranties or guarantees, express or implied, written or oral, of any kind whatsoever. Purchaser acknowledges and agrees that Purchaser has relied solely on Purchaser's own personal investigations and inspections relative to bidding on and purchasing the Property.

25. **Opportunity for Inspection Prior to Bidding; Other Inspections Waived.** Purchaser acknowledges and agrees that Purchaser was afforded the opportunity to view and inspect the Property prior to bidding. Any and all other inspections, including, without being limited to, the following inspections, are not material to Purchaser's purchase of the Property, and are waived, and that Purchaser will purchase the Property regardless of whether serious or substantial deficiencies are revealed by reason of any such inspections subsequently commissioned by or on behalf of Purchaser:

- (i) Termite/Pest/Wood Infestation Inspection;
- (ii) Radon Test;
- (iii) Structural (including roof and foundation);
- (iv) Electrical Inspection;
- (v) Plumbing Inspection;
- (vi) Heating System Inspection;
- (vii) Water analysis to determine potability;
- (viii) Percolation inspection to determine use of Property in conjunction with PA Sewage Facilities Act;
- (ix) Septic/Sewage Disposal System;
- (x) Inspections to determine environmental hazards and/or toxic wastes or substances;
- (xi) Wetland Studies; and
- (xii) Lead Testing.

PURCHASER HEREBY RELEASES, QUIT CLAIMS AND FOREVER DISCHARGES AND RELEASES SELLER AND AUCTIONEER FROM ANY AND ALL CLAIMS, LOSSES OR DEMANDS, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURIES AND PROPERTY DAMAGE AND ALL OF THE CONSEQUENCES THEREOF, WHETHER NOW KNOWN OR NOT, WHICH MAY ARISE FROM THE PRESENCE OF TERMITES OR OTHER WOOD-BORING INSECTS, RADON, LEAD-BASED PAINT HAZARDS, ENVIRONMENTAL HAZARDS, ANY DEFECTS IN THE INDIVIDUAL ON-LOT SEWAGE DISPOSAL SYSTEM OR DEFICIENCIES IN ANY ON-SITE WATER SERVICE SYSTEM, OR ANY DEFECTS OR CONDITIONS ON THE PROPERTY. THIS DISCHARGE AND RELEASE WILL SURVIVE CLOSING.

26. **Water and Sewage Systems.**

- The Property is serviced by on-site water and sewage systems. Purchaser understands, acknowledges, and agrees that a municipal sewer system is not available to the Property.
- The Property is serviced by municipal water and sewage systems.
- The Property is serviced by an on-site water system and a municipal sewage system.
- The Property is serviced by a municipal water system and an on-site sewage system.

27. **Utilities.** The Property is serviced by:

- Electric Fuel Oil Natural Gas
- Propane (check appropriate)
 - tank owned by Seller
 - tank not owned by Seller
 - existing written contract for the supply of propane
 - no existing written contract for the supply of propane

28. **Environmental Issues.** Neither Seller nor Auctioneer has made any representations as to any environmental, health or safety conditions that which exists or may arise at the Property. Purchaser assumes responsibility for any and all clean-up costs, and will indemnify Seller, and hold Seller harmless, with respect to the same.

29. **Zoning; Land Use.** Neither Auctioneer nor Seller has made any representations or warranties as to the zoning of the Property or any other land use restrictions affecting the Property, and Purchaser is not relying on any representations by Auctioneer or Seller concerning zoning or other land use restrictions affecting the Property. Purchaser is relying exclusively on Purchaser's own inquiries and investigations to confirm the applicable zoning and land use restrictions affecting the Property. The purchase of the Property by the Purchaser is not contingent in any way on zoning or land use restrictions, or on whether the Purchaser may put the real property to any desired use.

30. **Compliance; Certificate of Occupancy.** Purchaser understands and agrees that any and all requirements needed for compliance with all federal, state, or local laws, ordinances, inspections, permits, zoning, or occupancy are strictly and solely Purchaser's responsibility at Purchaser's sole cost and expense. Without limiting the generality of the foregoing: it is the Purchaser's obligation, at Purchaser's sole cost and expense, to obtain any necessary Certificate of Occupancy, and no Certificate of Occupancy will be acquired or provided by Seller; and (ii) Seller will not provide any certificates of compliance or any other evidence that the improvements that are a part of the Property comply with building codes and ordinances.

31. **Risk of Loss.** Risk of loss or damage to the Property by fire or other casualty is assumed by the Seller until Closing. If the Property suffers material damaged prior to Closing, either party may cancel this Agreement, and on return of the Deposit, neither party will have any further obligations or liability to the other. If this Agreement is not cancelled pursuant to this Section, any insurance proceeds (or Seller's claim to insurance proceeds) will be transferred to Purchaser.

32. **Brokerage Fees.** Each of the parties represents and warrants to the other that, except for (i) fees payable to Auctioneer, (ii) brokerage participation fees agreed to by Auctioneer, or (iii) as otherwise expressly set forth in this Agreement, there are no brokerage, realtor or other fees or commissions due by either of them concerning the sale and/or purchase of the Property. In the event that any fees or commissions, of whatever nature, are due and owing, the party incurring the same will have the sole and exclusive liability for payment. Each party agrees to hold the other safe and harmless from any and all fees and commissions due or payable in conjunction with the sale and/or purchase of the Property.

33. **Purchaser's Default.** If Purchaser fails to comply with the terms and conditions of this Agreement,

- Seller may retain the Deposit as liquidated damages (and not as a penalty), and, thereafter, Seller may proceed to make a resale of the Property, either at public or private sale.
- Seller may retain the Deposit to be applied against damages suffered on account of Purchaser's breach, and Seller may pursue any and all remedies available to Seller at law or equity, including, without being limited to, the costs and expenses of a resale of the Property, any diminution in price at resale, and any and all attorneys' fees incurred as a consequence of Purchaser's breach.

34. **Seller's Default.** If Seller is unable to deliver good and marketable title to the Property, or otherwise defaults under this Agreement, Purchaser's sole and exclusive remedy will be the return of the Deposit. Under no circumstances will Purchaser be entitled to incidental or consequential damages, lost profits, or specific performance.

35. **Notices.** All notices, requests, demands, directions, and other communications required or permitted under the provisions of this Agreement, or otherwise with respect hereto, must be in writing and: (i) mailed by first class registered or certified mail, return receipt requested, postage prepaid; or (ii) sent by next day business courier (such as Federal Express or the like); or (iii) personally delivered; or (iv) transmitted by email, fax, telegram or telex (with a hard copy to follow within twenty-four (24) hours by first class registered or certified mail, return receipt requested, postage prepaid, or by next day business courier [such as Federal Express or the like], or by personal delivery), and addressed as follows:

if to Seller, to:

Robert Starsinic, Executor

 Email: rstarsinic@hotmail.com
 Fax: _____

if to Purchaser, to:

 Email: _____
 Fax: _____

Either party may, in writing delivered to the other party as provided herein, change the address for receipt of notices.

36. **Agreement Not to be Recorded.** This Agreement will not be recorded in the Office for the Recorder of Deeds or in any other office or place of public record, and if Purchaser causes or permits this Agreement to be recorded, Seller may elect to treat such act as a breach of this Agreement.

37. **Fair Housing Statement.** Under and pursuant to the Federal Fair Housing Law, 42 U.S.C.A. 3601, it is illegal to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status, ancestry, disability or national origin; or to discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

38. **Assignment.** This Agreement may not be assigned or transferred by Purchaser without the prior written consent of Seller, which consent will not be unreasonably withheld or delayed.

39. **Binding Effect.** This Agreement will be binding on, and will inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns as the case may be.

40. **Time of the Essence.** Time is of the essence in the performance of this Agreement

41. **Headings.** The headings used in this Agreement are for the convenience of reference only and will not control the interpretation of any term or condition hereof, and will not have independent significance.

42. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties, and supersedes any and all prior written or oral understandings or agreements and any and all contemporaneous oral understandings or agreements with respect to the subject matter of this Agreement.

43. **Amendment.** This Agreement may only be modified or amended by a writing signed by both parties.

44. **Applicable Law.** This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, including its statutes of limitations, but without regard to its rules governing conflict of laws.

45. **Jurisdiction and Venue.** All claims, disputes, and other matters between the parties will be brought in the state or federal courts sitting in and for Dauphin County, Pennsylvania, which courts will have exclusive jurisdiction, and will be the exclusive venue, for any and all such claims, disputes, and other matters between the parties.

46. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which, taken together, will constitute one and the same instrument.

Check if Applicable

Seller's Confirmation. This Agreement and the sale of the Property under this Agreement are subject to Seller's confirmation and approval. This Agreement will not be binding on Seller, and Seller will have no obligation to sell, transfer, or convey the Property to Purchaser, unless and until this Agreement is signed by Seller.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this Agreement as of the date first written above.

SELLER:

PURCHASER:

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Signature)

(Signature)

(Printed Name)

(Printed Name)

Estate of William Starsinic
(Entity Name, if applicable)

(Entity Name, if applicable)

By: _____

By: _____

Name: Robert Starsinic, Executor

Name: _____

Its: Authorized Representative

Its: Authorized Representative

EXHIBIT A