

AGREEMENT OF SALE

THIS AGREEMENT OF SALE IS MADE this 27th day of August, two thousand and twenty-two (2022),

BETWEEN WENDY L. STEIGLEMAN, EXECUTRIX OF THE ESTATE OF REBECCA S. RHOADS, a/k/a REBECCA A. RHOADS, late of Newport Borough, Perry County, Pennsylvania, 17074, Seller, or Party of the First Part

AND

Buyer (Buyers) or Party of the Second Part

WITNESSETH: that the said Party of the First Part, in consideration of the covenants and agreements hereinafter contained, on the part of the said Party of the Second Part to be kept and performed, has agreed, and does hereby agree to sell and convey unto the said Party of the Second Part, his/her/their heirs and assigns,

All that certain piece, parcel, or tract of land, situate in the Borough of Newport, in the County of Perry, and State of Pennsylvania, being more particularly described on that deed conveyed to Stanley L. Rhoads and Rebecca A. Rhoads, his wife, by deed of Katharine H. Fulton and O. O. Fulton, her husband, dated September 1, 1961 and recorded September 1, 1961 in Perry County Deed Book 168 at Page 526, attached as Exhibit "A.

for the sum of

DOLLARS AND NO/100 (\$ _____) to be paid as follows:

The sum of TEN THOUSAND and NO/100 (\$10,000.00) DOLLARS shall be paid at the time of the signing of this Agreement as a down payment in cash or PA check (which sum may be retained by the Party of the First Part, at its option, as liquidated damages, in the case of default of the said Party of the Second Part in the performance of the terms of this Agreement), the receipt of which is hereby acknowledged, and the remaining sum shall be paid at settlement.

The balance shall be paid at settlement in the form of certified funds. Settlement shall be on or before October 26, 2022.

Time is of the essence of this Agreement.

The said Party of the First Part will assume risk of loss pending settlement.

This purchase and transaction is not contingent upon financing or any other matter other than any Seller obligation as to title set forth herein; Buyer understands that a failure to complete settlement will result in a forfeiture of the down payment and other possible damages and liabilities. The down payment may also be forfeited, and additional damages may be due, if Buyer fails to perform as required herein or otherwise is in breach of the within agreement.

And upon the payment of the said sum, the said Party of the First Part will, at the Allen E. Hench Law Office, P.C or any place agreeable to both parties, make, execute, and deliver to the said Party of the Second Part, a Deed for the conveying of the said premises in fee simple, free from all liens, such conveyance to contain the covenant of Special Warranty,

EXCEPT, HOWEVER, the property is, and shall be, under and subject to the following:

Existing ordinances,
Existing easements of roads or other easements of record or visible, or known,
Existing privileges or rights of public services companies, if any.
Easements, restrictions, conditions, surveys, plans, notes, matters, or other items of record, or visible, or which a competent survey would disclose.
Otherwise, the title to the herein described land shall be good and marketable or such as will be insured by any reputable title insurance company.

UNDER AND SUBJECT TO the same rights, privileges, agreements, rights-of-way, easements, conditions, exceptions, restrictions, and reservations as exist by virtue of prior recorded instruments, plans, Deeds of conveyances, or visible on ground.

And the said Party of the Second Part agrees with the said Party of the First Part, to purchase the said premises and to pay therefore the sum of:

_____ DOLLARS
AND NO/100 (\$ _____), in the manner and at the times hereinbefore provided.

AND IT IS FURTHER AGREED, by and between the said parties, that possession of said premises shall be delivered to the Party of the Second Part, their heirs, or assigns, on the day of settlement until which time the Party of the First Part shall be entitled to have and receive the rents, issues, and profits thereof.

The Party of the First Part agrees to transfer and convey to the said Party of the Second Part all that certain piece, parcel or tract of land situate in Newport Borough, in the County of Perry, and State of Pennsylvania, being more particularly described as set forth on Exhibit "A".

The state realty transfer taxes and the local realty transfer taxes will be paid by Party of the Second Part.

The annual property taxes and any municipal charges shall be prorated as of the date of settlement.

Party of the First Part shall pay for the preparation of the deed and a settlement fee and any auctioneer commissions.

Party of the Second Part shall pay for any title search, bank fees, bank document preparation costs, all recording costs, and any and all financial fees or charges whatever. Party of the First Part shall not pay any cost of the buyer(s) for any type of financing including VA or FHA financing, or any changes, improvements, or other matters required by VA, FHA, or lender.

This property is serviced by a public sewage system and is serviced by a public water system.

Buyer is advised that access to a public road may require issuance of a highway occupancy permit from the Department of Transportation of the Commonwealth of Pennsylvania or the appropriate municipality.

No personal property or other items except the real estate hereinbefore described is (are) included in this transaction except as follows: NONE

The property is sold "as is" and no warranties of any kind are made other than the special warranty of title, as previously mentioned.

This agreement shall not be recorded.

Formal tender of the deed is hereby waived.

The parties hereto intend to be legally bound hereby and further intend that this Agreement shall be binding upon their heirs, executors, administrators, successors and assigns of the parties hereto, and that the said Agreement shall not be assignable by any party hereto without the written consent of the other party.

All prior written or oral representations, promises, agreements are merged herein and void and of no effect if not set forth in the within.

THIS AGREEMENT CONTAINS THE WHOLE AGREEMENT BETWEEN THE SELLER AND BUYER. THERE ARE NO OTHER TERMS, OBLIGATIONS, COVENANTS, REPRESENTATIONS, STATEMENTS OR CONDITIONS, ORAL OR OTHERWISE, OF ANY KIND WHATSOEVER CONCERNING THIS EXCEPT AS CONTAINED HEREIN.

This is a contract under seal and may be enforced under 42 PA.C.S. Section 5529(B).

IN WITNESS WHEREOF, the said parties to this agreement have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

ESTATE OF REBECCA S. RHOADS, A/K/A
REBECCA A. RHOADS

BY: _____(SEAL)
WENDY L. STEIGLEMAN, EXECUTRIX

_____(SEAL)

_____(SEAL)

14848
11:14

WARRANTY DEED

Printed on Plankenhorn's 100% Lined Record Paper

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This Deed,

14848

Made the 1st day of September
in the year nineteen hundred and sixty-one.

Between Kathrine H. Fulton and O. R. Fulton, her husband, of Newport
Borough, Perry County, Pa., Grantors, and Stanley L. Rhoads and
Rebecca A. Rhoads, his wife, of Newport Borough, Perry County, Pa.,
as tenants by the entireties, Grantees.

Witnesseth, That in consideration of Seven Thousand (\$7,000.00)-----
-----Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant
and convey to the said grantees,

All that certain piece, parcel and tract of land situate in Newport
Borough, Perry County, Pa., bounded and described as follows:

Bounded on the North by Brick Avenue; on the East by an alley;
on the South by land of Jennie A. Myers, and on the West by Fourth
Street, said lot being 37 1/4 feet in front along Fourth Street and 128
feet in depth, and having thereon erected a double frame dwelling
house.

BEING the same land as conveyed to the grantors herein by deed
of Myrtle Mingle, single woman, dated August 22, 1958 and recorded in
Perry County Deed Book 155, Page 436.

70.
70.



NEWPORT UNION SCHOOL DISTRICT

Real Estate Transfer Tax

Amount \$ 70.00 Date SEP - 1 1961
AUG 31 1961

FIRST NATIONAL BANK, NEWPORT, PA. Sec. Agt.

James A. Harris - Asst Cashier



EXHIBIT
A

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And the said grantors will Generally Warrant and Foreber Defend the property hereby conveyed.

In witness whereof, said grantors have hereunto set their hands and seals, the day and year first above-written.

Sealed and delivered in the presence of

Alain M. Woy

Kathrine H. Fulton

O. R. Fulton



Certificate of Residence

I hereby certify, that the precise residence of the grantee is herein is as follows: 460 North Fourth Street, Newport, Pa.

Alain M. Woy Attorney at Law for Grantee

Commonwealth of Pennsylvania County of Perry

On this, the 1st day of September 1961, before me Herbert M. Baker the undersigned officer, personally appeared Kathrine H. Fulton and O. R. Fulton, her husband,

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal

Herbert M. Baker

(SEAL)

RECORDER OF DEEDS My Commission Expires the first Monday of January, 1964

Commonwealth of Pennsylvania County of

On this, the day of 19, before me the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument, and acknowledged that executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

My Commission Expires

RECORDED: 1 September 1961 (11:14 A.M.)

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