

# Article of Agreement,

MADE THE 21<sup>st</sup> day of January in the year two thousand twenty-three (2023)

BETWEEN ELMER S. ESH and ELIZABETH S. ESH of Loysville, Perry County, Pennsylvania, Sellers

and

\_\_\_\_\_ Buyer(s)

WITNESSETH, that the said Sellers, in consideration of the covenants and agreements hereinafter contained, on the part of the said Buyer(s) to be kept and performed has agreed and does hereby agree to sell and convey unto the said Buyer(s), their heirs and assigns, all the land and premises hereinafter mentioned and fully described, for the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS

- \$50,000.00 down on signing of this Agreement, receipt of which is hereby acknowledged, and the balance to be paid at settlement to be held on or before March 21, 2023.
- The property that is subject to this Agreement is described as follows: 30.214 acres, more or less, with dwelling, shop, and barns, outdoor riding arena, and 6 paddocks. Being more particularly described in Perry County Instrument Number 200902154, Tax Parcel Number 270,125.00-003.003 and having a common address of 54 Meadow Lane, Loysville, PA 17047.
- Realty Transfer Taxes shall be paid by the Buyer(s).
- Real Estate taxes shall be pro-rated on the date of settlement.
- Time is of the Essence in this Agreement.
- It is agreed, by and between the said parties, that possession of said premises shall be delivered to the Buyer(s), their heirs, or assigns, on the day of settlement until which time the Sellers shall be entitled to have and receive the rents, issues and profits thereof.
- In the event of default in the terms of this Agreement by Buyer(s), all monies paid shall be considered as liquidated damages.
- Pursuant to the Pennsylvania Sewage Facilities Act, Buyer(s) understand that there is no existing community sewage system available to said property.
- Risk of loss from fire or other casualty shall remain in the Sellers until final settlement. In case of fire or other casualty prior to settlement, the Buyer(s) shall have the option of

rescinding the agreement or of settling and obtaining an assignment of the insurance proceeds.

- Buyer(s) hereto waive all rights to disclosure and inspection for lead paint.
- The Pennsylvania Real Estate Disclosure Act has been complied with, prior to execution of this agreement, if applicable.
- Any survey required or desired shall be paid for by the Buyer(s).
- This document contains the entire agreement between the parties; there are no representations, warranties, covenants, terms or conditions, except as specifically set forth herein.
- The Buyer(s) represent that they have inspected the premises subject to this Agreement and is satisfied with the condition, quality and quantity thereof and further agree to accept the premises "as is."
- This Agreement shall be binding on the parties, their heirs, successors and assigns.

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

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