

Article of Agreement,

MADE THE 13th day of April in the year two thousand twenty-three (2023)

BETWEEN ESTHER MAE EBERLY, unmarried widow, Seller

and

Buyer

WITNESSETH, that the said Seller, in consideration of the covenants and agreements hereinafter contained, on the part of the said Buyer to be kept and performed has agreed and does hereby agree to sell and convey unto the said Buyer, his/her heirs and assigns, all the land and premises hereinafter mentioned and fully described, for the sum of

Dollars,

to be paid as follows:

- \$25,000.00 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 June 13, 2023.
- The property that is subject to this Agreement is described as follows: All that certain tract of land situate in Northeast Madison Township, Perry County, Pennsylvania, containing 5.011 acres and having thereon a frame dwelling house and barn with an address of 2301 Fort Robinson Road, Loysville, Pennsylvania, and being Tax Parcel No. 141,109.00-047.000. Being described in deed recorded in Perry County Instrument No. 201303781.
- Real Estate taxes shall be pro-rated on the date of settlement.
- Realty transfer taxes shall be paid by Buyer.
- 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, his/her heirs, or assigns, on the day of settlement until which time the Seller 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, all monies paid shall be considered as liquidated damages.
- Pursuant to the Pennsylvania Sewage Facilities Act, Buyer understands that there is no existing community sewage system available to said property.
- Upon the payment of the said sum, the said Seller will, at settlement when all monies are paid make, execute and deliver to the Buyer, a good and sufficient Deed for the proper conveying and assuring of the said premises in fee simple, free from all encumbrance and dower, or right of dower, such conveyance to contain the usual covenants of special warranty. The title is to be good and marketable and such as will be insured by any responsible title insurance company at its regular rates and in the full amount of the purchase price.
- Risk of loss from fire or other casualty shall remain in the Seller until final settlement. In case of fire or other casualty prior to settlement, the Buyer

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

- The Real Estate Disclosure Act, if applicable, has been complied with prior to the signing of this Agreement.
- Buyer hereto waives all rights to disclosure and inspection for lead paint.
- Included in the sale are the following items of personal property: any personal property left on the date of closing.
- 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 represents that he/she has inspected the premises subject to this Agreement and is satisfied with the condition, quality and quantity thereof and further agrees 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

ESTHER MAE EBERLY

WARRANTY DEED

This Deed

Made the 20th day of May in the year Two Thousand and Thirteen (2013)

Between **LUCINDA A. NAYLOR**, Executrix of the Estate of **JAMES M. PALM**,
a/k/a JACK PALM, late of Northeast Madison Township, Perry County Pennsylvania,
Grantor

AND

PAUL M. EBERLY and **ESTHER MAE EBERLY**, his wife, of 432
Shanahan Lane, Loysville, Pennsylvania, as tenants by the entireties, Grantees

Whereas, the said James M. Palm, a/k/a Jack Palm died on the 25th day of
September, 2012, and the said Last Will and Testament of James M. Palm, a/k/a Jack
Palm was duly probated on the 8th day of October, 2012, and is now of record in the Office
of the Register of Wills in and for Perry County, in Estate File No. 5012-0175, as an
examination thereof will more fully reveal; and

Whereas, the said James M. Palm, a/k/a Jack Palm became in his lifetime lawfully
seized in her demesne as of fee simple of the hereinafter described real estate by virtue of
Deed dated July 13, 1978 and recorded in Perry County Deed Book 275 at Page 242,
being thereof so seized; and

Witnesseth, that in consideration of One Hundred Fifty-Seven Thousand
(\$157,000.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said
Grantor does hereby grant and convey to the said Grantees, their heirs and assigns, all of
the right, title and interest in the following described real property:

All that certain tract of land situate in Northeast Madison Township, Perry County,
Pennsylvania, bounded and described as follows:

Beginning at a point in State Route 850 at corner of lands now or formerly of Dale
Weibley; thence along State Route 850 North 14 degrees 28 minutes West, a distance of
190.05 feet to a 36' cmp; thence along same North 24 degrees 36 minutes West, a
distance of 35 feet to a point; thence along the Southern edge of Lot #2 on the hereinafter

WILLIAM R. BUNT
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ATTORNEYS AT LAW

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mentioned Plan of Lots, North 56 degrees 7 minutes East, a distance of 868.19 feet to an iron pin; thence along lands now or formerly of Lynn Boose, South 64 degrees 9 minutes 14 seconds East, a distance of 275 feet to an iron pin; thence along lands now or formerly of Dale Weibley, South 57 degrees 22 minutes 49 seconds West, a distance of 1075.90 feet to the place of beginning, containing 5.011 acres, and being Lot #3 on Plan of Lots recorded in Perry County Plan Book 13 at Page 10 and having contained thereon a dwelling house.

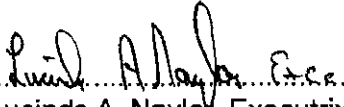
Being that same piece, parcel or tract of land conveyed unto James M. Palm and Anna Mae Palm, his wife, by deed of William J. Palm and Nancy G. Palm, his wife, dated July 13, 1978 and recorded in Perry County Deed Book 275 at Page 242. The said Anna Mae Palm having died on June 22, 2004 thereby vesting title in fee simple absolute in the said James M. Palm. The said James M. Palm did not subsequently remarry.

And the said Grantor will specially *Warrant and Forever Defend* the property hereby conveyed.

In Witness Whereof, said Grantor has hereunto set her hand and seal, the day and year first above-written.

Sealed and delivered in the presence of

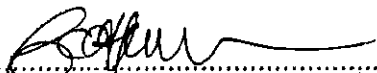

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.....(Seal)
Lucinda A. Naylor, Executrix of the Estate
of James M. Palm, a/k/a Jack Palm

Certificate of Residence

I hereby certify, that the precise residence of the Grantees herein is as follows:

432 Shanahan Lane
Loysville, PA 17047


.....
Attorney or Agent for Grantees

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CHRYSTAL L. PROSSER
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