

AGREEMENT OF SALE

This Agreement for Sale of the real estate belonging to Eldwin R. Eby and Jennifer L. Eby Seller, to be offered at public sale on July 7, 2023, is entered into this _____ day of _____, 2023. The Seller is Eldwin R. Eby and Jennifer L. Eby, collectively hereinafter "Seller" and _____, hereinafter "Buyer."

1. The property which is the subject of this Agreement is situate in Cromwell Township, Huntingdon County, Pennsylvania. A copy of the Deed describing the property to be sold and purchased is attached as Exhibit "A" and incorporated herein by reference. The tract to be sold is tax map number 11-23A-47.

2. The highest bidder shall be declared by the auctioneer to be the Buyer subject, however, to the right of the Seller to reject any and all bids.

3. The Buyer shall pay \$20,000.00 down at the time the property is knocked down to the Buyer, either in cash or by approved check. These funds are non-refundable to Buyer except

for failure of the seller to meet the conditions of this agreement.

4. The remaining balance shall be paid at final settlement which shall not be later than sixty (60) days from the date of this Agreement. Time is of the essence. Closing shall be held at the office of David A. Ody, Esquire, 222 Penn Street, Huntingdon, Pennsylvania 16652.

5. Possession of the premises shall be given to the Buyer at settlement.

6. The Deed to be delivered to the Buyer shall be a special warranty deed prepared and executed at the expense of the Seller. This Deed shall convey the property free and clear of all liens and encumbrances, except for easements of record and easements which exist for utilities, roadways, highway rights-of-way and other visible easements.

7. Real Estate Transfer Stamps required for the validation of the Deed shall be paid entirely by the Buyer, amounting to two (2%) percent.

8. Real estate taxes shall be prorated to the date of closing on a calendar year basis for the municipal taxes and on a fiscal year for school taxes as of the date of closing. Seller shall pay the taxes up to the date of closing and Buyer shall pay the taxes after the date of closing.

9. The property is sold in "as is" condition.

10. The Buyer may purchase at Buyer's expense any title insurance or certifications of title which the Buyer desires.

11. Risk of loss for the property shall be with the Seller until the date of closing, and thereafter with the Buyer.

12. Attached are property disclosure statements and lead paint disclosures, if applicable.

13. In the event of default by Buyer, Seller may terminate this Agreement by giving notice to Buyer, whereupon all rights of Buyer hereunder shall immediately cease and this Agreement shall be null and void at the option of Seller. In the event Seller elects to declare this Agreement null and void and retains any payments made hereunder, said retention of payment

is optional and not mandatory and SELLER may seek specific performance of this Agreement and/or pursue such other remedies provided in this Agreement and/or such other remedies as may be available at law or equity.

14. Should Seller default in the full and timely performance of any of Seller's obligations under the terms of this Agreement, for any reason other than the Buyer's default, Buyer may terminate this Agreement by giving notice to Seller, whereupon Buyer shall be entitled to a refund of the entire downpayment; and/or Buyer may seek specific performance of this Agreement and/or pursue such other remedies provided in this Agreement and/or pursue such other remedies as may be available at law or equity.

15. This Agreement constitutes the entire agreement between the parties hereto and no addition, modification or deletion shall be valid unless reduced to writing and signed by each of the parties hereto.

16. Upon execution, this agreement and its terms and conditions shall be binding upon and inure to the benefit of the

parties hereto, their respective heirs, personal representatives, successors or assigns.

Date

ELDWIN R. EBY

JENNIFER L. EBY

The undersigned Buyer(s) _____

acknowledges the purchase of the within described real estate at the price of \$_____, with a down payment of \$20,000.00 subject to the above conditions, with which the undersigned agrees to comply.

WITNESS the undersigned's hand and seal this _____ day of _____, 2023.

Date

Buyer

Date

Buyer