

**IN RE: PUBLIC AUCTION OF 75 BOWERS ROAD, MERTZTOWN,
BERKS COUNTY, PENNSYLVANIA
SOLD AS PROPERTY OF RUSSEL Z. BURKHOLDER AND JANET F. BURKHOLDER**

CONDITIONS OF SALE

1. The highest bidder, after meeting the reserve, shall be the Purchaser and if a dispute arises between two or more bidders, the property shall be immediately put up again for sale.

2. The Purchaser shall pay to the Seller immediately after the sale a deposit of twenty thousand dollars (\$20,000.00) of the purchase price as down payment and sign a Property Disclosure Statement as required by the Real Estate Seller Disclosure Act and an Agreement as set forth below for the payment of the remainder on or before the 12th day of February, 2020, which shall further be contingent upon having good title made to him. The premises are being sold in an “AS IS” condition and the Seller makes no express or implied warranties concerning the condition of the premises, which condition is to be ascertained solely by the Purchaser as a result of Purchaser’s inspection.

3. The Purchaser shall have a proper conveyance, at his own expense, including acknowledgement to the deed for the premises, upon payment of the remaining purchase money, and possession to the premises will be given upon completion of the purchase at the time set forth above. But if from any cause, the remainder of the purchase money shall not be paid on the 12th day of February, 2020, the Purchaser shall pay interest at the rate of six percent (6%) per year from the aforesaid date to the date of payment of remaining purchase price by the Purchaser. This stipulation is to be without prejudice to the Seller’s right to insist upon performance of the aforesaid condition.

4. Upon failure to comply with the above conditions the money deposited shall, at the expiration of the aforesaid time, become forfeited to the Seller who shall then be at full liberty, with or without notice, to re-sell the property; and if on such resale there shall be any deficiency, the Purchaser herein who has neglected to comply with the conditions herein, shall make good such deficiency to the Seller and all expenses attending such re-sale.

5. Real estate taxes shall be apportioned as of the date of final settlement on a fiscal year basis.

6. Seller shall furnish the deed. Purchaser shall pay all realty transfer taxes and all other expenses of settlement, including the costs of any surveys that may be required.

7. Seller reserves the right to reject any and all bids.

AGREEMENT

It is hereby declared and agreed by and between RUSSEL Z. BURKHOLDER and JANET F. BURKHOLDER, the Seller of the property mentioned in the above conditions (hereinbefore and hereinafter known as “Seller”) and _____

_____ the Purchaser of said property (hereinbefore and hereinafter known as “Purchaser”), viz:

ALL THAT CERTAIN lot or piece of ground situate in Maxatawny Township, Berks County, Pennsylvania as more fully and particularly described in a deed recorded at Book number 5423 Page 2349, Berks County records, **CONTAINING** 2.38 net acreage.

That the said Purchaser has become Purchaser of the said premises at the sum of _____ Dollars and that the sum of Twenty Thousand Dollars (\$20,000.00) has been paid down by the said Purchaser by way of deposit, and in part of the said purchase money; and that the foregoing Conditions of Sale shall be taken as the terms of agreement for said sale and purchase respectively, in all things. **Check(s) for down deposit money shall be made payable to “Russel Z. Burkholder & Janet F. Burkholder”.**

AS WITNESS our hands and seals this _____ day of _____, 20____:

Russel Z. Burkholder

Seller

Janet F. Burkholder

Seller

_____ Purchaser

_____ Purchaser

Received from _____, the Purchaser above named, Twenty Thousand Dollars, (\$ 20,000.00) being the deposit money required by the foregoing agreement.

(Signature)

Purchaser's Address _____

Purchaser's Phone # _____

Purchaser's E-mail _____

I authorize Sher & Associates, P.C. to order title insurance with Stewart Abstract of Berks County, Inc.

(purchasers signature)

(purchasers signature)

I will order title insurance with a title company of my choosing. It is my responsibility to inform Sher & Associates, P.C. of the title company being utilized.

(purchasers signature)

(purchasers signature)