

CONDITIONS OF SALE

The conditions of sale of real estate, being the property of TIMOTHY L. J. CARR and HEIDI R. CARR, to be held on Tuesday, April 14, 2020, at 5:30 p.m. on the hereinafter described premises located at 67 Gast Road, Mifflinburg, Union County, Pennsylvania, as follows:

1. The real estate to be sold consists of two (2) tracts containing approximately 7.15 acres of land situate in West Buffalo Township, Union County, Pennsylvania, more particularly described in a Deed from Marie E. Beck dated September 11, 2014, and recorded September 15, 2014, in the Office for the Recorder of Deeds in and for Union County, Pennsylvania, in Record Book 2512 at Page 330, containing approximately 5.45 acres upon which is erected a ranch style home; and a Deed from Daniel F. Hartman and Virginia M. Hartman, dated September 11, 2014, and recorded September 15, 2014, in the Office for the Recorder of Deeds in and for Union County, Pennsylvania, in Union County Record Book 2512 at Page 348, containing approximately 1.7 acres.
2. The highest approved bidder or bidders may be declared by the auctioneer to be the PURCHASER or PURCHASERS, but the SELLERS reserve the right to reject any and all bids.
3. The property shall be sold as is, and without any warranty or guarantee except that the Deed will contain the usual covenants of special warranty.
4. The property to be sold is offered for sale free and discharged of any lien or liens entered, or liens by process of law, with the real estate and school taxes to be apportioned on a fiscal year basis between the SELLERS and the PURCHASER or PURCHASERS as of the date of settlement.
5. The PURCHASER or PURCHASERS of the real estate offered for sale must assure himself or themselves as to easements, encroachments, or any matters affecting the title or enjoyment

of the property and, as bidders and purchasers, must assume and undertake to comply therewith or conform thereto.

6. In the event of any dispute regarding the bids, the property offered shall, at the discretion of the SELLERS, be immediately offered for resale.

7. The person or persons to whom the property described herein is struck down must immediately, upon its being struck down, deposit with the SELLERS cash or a certified check or checks acceptable to the SELLERS, the sum of _____
(\$ _____) DOLLARS. The SELLERS reserve the right to be the sole judge of accepting or rejecting the checks offered. The person or persons to whom the real estate is struck down must also sign an agreement in the form hereto attached and made a part of these conditions for the faithful compliance in all respects with the conditions of sale and for the payment of the balance in cash within forty-five (45) days from the date of sale or within such time as the SELLERS may allow. Upon execution of said conditions, the same shall be deemed a legally binding Agreement of Sale.

8. The said real estate, after being struck down and until the delivery of the deed therefor, will be held by the SELLERS as the property of the SELLERS, and the SELLERS reserve the right to use and enjoy the said property and the rents, issues and profits therefrom during that period, and at the SELLERS' risk of loss by fire or otherwise.

9. A special warranty deed for the real estate and the building erected thereon will be executed and tendered to the PURCHASER or PURCHASERS within forty-five (45) days or within such time as the parties may agree from the date when the property is finally struck down and will be delivered upon the payment of the balance of the purchase price.

10. Possession of the real estate offered for sale will be delivered at the date of settlement.

11. Realty transfer taxes are to be equally divided between the SELLERS and the PURCHASER or PURCHASERS.

12. In the event of the default of the PURCHASER or PURCHASERS of said real estate in respect to any of the terms of these conditions, the deposit in the amount of _____ (\$ _____) DOLLARS previously set forth shall be forfeited to the SELLERS as damages fairly liquidated and ascertained for the breach hereof, and the SELLERS shall have the right to offer said real estate again for sale without any liability to the PURCHASER or PURCHASERS for any surplus received. In the event the SELLERS cannot deliver a good and marketable title to the subject premises, free and clear of all encumbrances, within forty-five (45) days or any such other time agreed upon from the date the property is finally struck down, the deposit money of _____ (\$ _____) DOLLARS shall be returned to the PURCHASER or PURCHASERS whereupon these Conditions of Sale and Agreement shall become null and void.

Timothy L.J. Carr – SELLER

Heidi R. Carr - SELLER

Buyer

Buyer

Buyer

I/We, the undersigned, hereby acknowledge that I/We have become the Purchaser(s) of the above-described premises for the sum of _____
_____ (\$ _____)

Dollars, subject to the above conditions which I/We agree to comply with. I/We further acknowledge receipt of a duplicate copy of these Conditions of Sale hereby accepted.

WITNESS my/our hand(s) and seal(s) this _____ day of April, 2020.

Signed, Sealed and Delivered
In the Presence Of:

Timothy L.J. Carr – Seller

Heidi R. Carr – Seller

Buyer

Buyer

Buyer

The receipt of \$ _____ toward the purchase money of the real estate sold to the above bidder or bidders, is hereby acknowledged.

Lori Hess Lauver
Hess's Auctioneering