

TERMS AND CONDITIONS OF SALE AGREEMENT  
FOR REAL ESTATE AT AUCTION

The Conditions of Sale of the land and improvements of the real estate for the ESTATE OF JEAN M. PETERS, DEC'D. (SELLER) situate at 808 S. CEDAR CREST BOULEVARD, ALLENTOWN, SOUTH WHITEHALL TOWNSHIP, LEHIGH COUNTY, 18103-3614, in the Commonwealth of Pennsylvania, real estate as described in Parcel ID # 548671508205 1 and Deed Book # 1213 / Page # 800-803 said real estate to be sold by Robert H. Clinton & Company, Inc., *Auctioneers & Appraisers*.

1. The highest and best bidder shall be declared the purchaser, and if any dispute shall arise between two or more bidders, the property shall immediately be put up again.

2. No person shall retract from his or her bid, but the SELLER reserves the right to withdraw the property from sale at any time before it is struck off.

3. The decision of JOANN SHECKLER AND DAVID A. COPE, CO-EXECUTORS FOR THE ESTATE OF JEAN M. PETERS, DEC'D., will determine the acceptance or non acceptance of the bid.

4. The purchase money shall be as follows: Ten (10%) Percent of the whole in cash or its equivalent, to be held in escrow by Robert H. Clinton & Company, Inc., *Auctioneers & Appraisers*, when the real estate is struck down; the balance on or before TUESDAY, OCTOBER 8, 2019.

5. The deed for the subject real estate will be executed and delivered to the PURCHASER(S) on or before the   8<sup>TH</sup>   day of OCTOBER 2019, at a location mutually agreed upon by the SELLER(S) and PURCHASER(S), the PURCHASER(S) to give five (5) days notice to the seller of the date for delivery of deed.

6. Possession and keys to the said real estate will be given to the PURCHASER(S) on the   8<sup>TH</sup>   day of OCTOBER, 2019, or earlier upon receipt of the balance due SELLER(S).

7. The real estate is to be conveyed free and clear of all liens, and encumbrances and easements, excepting however, the following: existing building restrictions, ordinances, easements of roads, privileges or rights of public service companies, if any, or easements or restrictions visible upon the ground, or easements of record as recorded in the County Recorder of Deeds Office.

8. If any surveys are necessary or desired, they shall be secured and paid for by the PURCHASER(S).

9. PURCHASER(S) shall be responsible for and pay for the services of a title agent to conduct settlement hereunder.

10. Taxes and all other periodic realty costs, if any shall be apportioned pro rata as of the date of the taking of possession. All taxes shall be considered to be on a calendar year basis, with the exception of school taxes, which will be pro-rated on a fiscal year basis. All real estate transfer taxes will be divided equally between the PURCHASER(S) and the SELLER(S) at the time of payment of the balance.

11. PURCHASER(S) shall be responsible for payment of heating oil remaining in the tank, if applicable.

12. The PURCHASER(S) understands that upon the acceptance of his or her bid, the PURCHASER(S) is the equitable owner of the subject realty, and should make adequate provision for the protection of same.

Should the subject realty be damaged by calamity after the instant auction, but prior to settlement, the SELLER(S), may, at the SELLER'S option, declare the instant agreement null and void, thereafter, returning all down monies to the PURCHASER(S).

13. It is understood that the PURCHASER(S) has inspected the subject real estate, and that the PURCHASER(S) has agreed to purchase the subject real estate at the instant auction as a result of such inspection, and not because of or in reliance upon any oral or written representation made by the SELLER(S) or by any agent of the SELLER(S), and that the PURCHASER has agreed to purchase the subject real estate in an "as is" condition without any representation of SELLER(S) to perform repairs or make replacements to said premises. By way of explanation and without limitation, SELLER(S) does not represent or warrant the condition of the roofs, the heating and electrical systems, the structural integrity, the asbestos content, the base of paints used in connection with said premises. SELLER(S) makes no warranties or guarantees, expressed or implied, as to the condition of said premises or as to the quantity, quality, condition and/or usability of the structures or any equipment or fixtures located on said premises and buyer agrees that anything of an environmental nature shall be the sole responsibility of the PURCHASER(S). Neither SELLER(S) nor any agent or representative of SELLER(S) has made any representations as to any environmental, health or safety conditions which exists or may arise as a result of said premises or any other conditions which could have any adverse health, safety or environmental impact upon the premises.

14. This document contains the whole agreement between the SELLER(S) and the PURCHASER(S), and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale. Any changes or additions to this Condition of Sale Agreement must be made in writing and executed by the parties hereto.

15. SELLER(S) represents that the subject property is serviced by a municipal/public sewer source and an on-site water system.

16. If the PURCHASER(S) of the subject real estate shall fail to complete the purchase by the \_8<sup>TH</sup>\_ of OCTOBER, 2019, by paying and securing the balance of the purchase money and taking possession of the subject realty on the day mentioned for that purpose, then this Agreement, at the option of the SELLER(S), may be declared void, in which case the down money shall be retained by the SELLER(S), and the SELLER(S) may proceed to make a resale of the subject real estate, either at public or private sale, it being expressly understood that the said down payment money is not paid or given by way of penalty, but as and for the liquidation damages agreed on by the parties, which the SELLER(S) is to have from the PURCHASER(S) for non-compliance with this Agreement.

17. Time is of the essence.

18. No personal property located on the subject premises shall be part of this sale.

19. This sale is in no manner contingent upon the procurement of financing for the purchase of subject real estate by the PURCHASER(S), and no mortgage contingencies exist herein.

20. Tender of an executed deed and purchase money is hereby waived.

21. This agreement shall not be assigned or transferred by the PURCHASER(S) without the written consent of the SELLER(S) being first had and obtained. Subject to the said provision regarding assignment by PURCHASER(S), this agreement shall extend to and bind the heirs, executors, administrators and assigns of the respective parties hereto.

22. PURCHASER(S) understands and agrees that any and all requirements needed for compliance with all federal, state or local laws, ordinances, inspections, permits, zoning or for use and occupancy are strictly and solely PURCHASER(S)' responsibility at PURCHASER(S)' sole cost and expense.

23. Robert H. Clinton & Company, Inc., *Auctioneers & Appraisers*, is acting only as auctioneer and agent and shall in no way be liable to the PURCHASER(S) or the SELLER(S) for the performance or non-performance of any of the foregoing conditions of sale.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year. \_\_\_\_\_DATE

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
PURCHASER      S.S. NO. \_\_\_\_\_

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
WITNESS

PURCHASER'S ACKNOWLEDGMENT

I hereby acknowledge that I have this day purchased at public auction all that certain realty with improvements located thereupon as described in the foregoing Conditions of Sale.

1. Purchaser:
2. Purchase Price:
3. Down Money:
4. Settlement Date, on or before:       TUESDAY, OCTOBER 8, 2019
5. Address of Property:   808 S. CEDAR CREST BOULEVARD  
                                  ALLENTOWN, PA 18103-3614
6. Parcel ID #               548671508205 1
7. Deed Book #             PAGE 1213 / PAGE # 800-803

The foregoing Conditions of Sale shall be taken and considered as the terms of agreement for the sale and purchase, respectively.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year. \_\_\_\_\_DATE

\_\_\_\_\_SELLER

\_\_\_\_\_SELLER

\_\_\_\_\_PURCHASER       S.S.NO. \_\_\_\_\_

\_\_\_\_\_PURCHASER

\_\_\_\_\_ADDRESS

\_\_\_\_\_

\_\_\_\_\_TELEPHONE

\_\_\_\_\_WITNESS