



Contact Info. _____

Agreement of Sale

THIS AGREEMENT made this _____ day of _____, 20____, between _____
(hereinafter referred to as "Seller(s) and _____
(hereinafter referred to as "Buyer(s)").

WITNESSETH, that Seller(s) agree(s) to sell and Buyer(s) agree(s) to buy Seller(s) the premises situate at _____

upon the following mutual terms, covenants, and conditions:

- The purchase price for said property shall be the sum of _____
(\$ _____) DOLLARS, payable from Buyer(s) to Sellers as follows: _____
(a) The sum of _____ (\$ _____) DOLLARS upon the execution
of this agreement, which said sum shall be retained in escrow by the KERRY PAE AUCTIONEERS/LANE RYAN AUCTIONS until settlement.
(b) The balance of the purchase price, to wit, _____
(\$ _____) DOLLARS, payable by cash or certified check at the time of settlement.
- Settlement shall be held within _____ days from the date hereof in the office of the Recorder of Deeds of _____ County, or at such other
place as the parties mutually agree upon.
- Title to the aforesaid property shall be conveyed by special warranty deed and Seller(s) hereby agree(s) that title shall be good and marketable and such as
is insurable at standard rates by a title insurance company licensed to do business in Pennsylvania. Title to said property shall be free and clear of all liens
and encumbrances, but subject to currently existing restrictions, reservations, conditions, easements, covenants, zoning regulations, ordinances, statutes,
and regulations now or hereafter promulgated by any constituted public authority.
- In all instances, time shall be of the essence of this agreement, unless extended by mutual consent of the parties in writing.
- Real estate taxes, utilities, fuel oil in the tank, and other such charges shall be apportioned between the parties, prorata, as of the date of settlement. All
realty transfer taxes imposed by any governmental body shall be paid by the buyers.
- All plumbing, heating, and lighting fixtures, and systems appurtenant thereto, and forming a part thereof, as well as all ranges and other permanent fixtures,
together with screens, shades, venetian blinds, and awnings, if any, together with such other personal property specifically listed herein, and all trees,
shrubby, and plants now in or on the premises herein intended to be conveyed, unless specifically excepted in this agreement, are included in this sale
and purchase price and shall become the property of Buyer(s) at the time of settlement without further documentation. All personal property is being sold in
its "as is" condition. The following items are specifically included in the sale: _____
- Possession shall remain with seller(s) until the time of settlement, at which time possession shall be given to Buyer(s); and, if the premises are tenanted,
to be subject to said tenancy.
- The deed shall be prepared, acknowledged, and recorded at the expense of the Buyer(s). All title searches, title insurance, and usual conveyancing
expenses shall be paid by the Buyer(s) and, if a survey should be required, the cost thereof shall be paid by the Buyer.
- Any loss or damage to the property caused by fire, casualty, or loss commonly covered by the extended coverage
endorsements of reputable insurance companies, between the date of this agreement and the date for settlement, shall not, in any way void or impair
any of the conditions or obligations hereof. Seller(s) shall maintain existing fire and extended coverage of homeowner's type insurance policies, if any, until
the time of final settlement. Buyer(s) is/are hereby notified that it is his/her/their responsibility to insure his/her/their interest in the said premises at
his/her/their own cost and expense. Seller(s) shall maintain the property and any personal property specifically scheduled herein in its present condition,
normal wear and tear accepted.
- In the event Seller(s) is/are unable to give a good and marketable title or such as will be insured by a title insurance company licensed to do business in
Pennsylvania at standard rates, as set forth above, Buyer(s) shall have the option of taking such title as Seller(s) can provide, in which case the purchase
price shall be reduced by the amount which is necessary to eliminate defects in title, or, of declaring this agreement null and void, in which case Buyer(s)
shall be repaid all monies paid on account of the purchase price, and in such event, there shall be no further liability or obligation by either of the parties
hereunder and this agreement shall become null and void.
- Should the Buyer(s) violate or fail to fulfill and perform any of the terms or conditions of this agreement, Buyer(s) shall be deemed to be in default
under the terms of this agreement and all sums paid by the Buyer(s) on account of the purchase price shall be retained by the Seller(s), either on account
of the purchase price, or as liquidated damages for such breach, as the Seller(s) may elect, and in the latter event, the Seller(s) shall be released from all
liability or obligation and this agreement shall become null and void.
- Seller(s) hereby warrant(s) that he/she/they have received no notice of violation of any zoning ordinance or other governmental law or regulation with
respect to the aforesaid premises and the property is being used in a manner which does not violate the current zoning law.
- Assessments for improvements commenced prior to the date of this agreement shall be paid by Seller(s) or allowance shall be made for such payment by
Seller(s) at the time of settlement. Assessments for improvements commenced after the date of this agreement shall be the responsibility of Buyer(s).
- property is being sold "as-is" without any representation or warranties of any kind. Any radon, water, septic, lead paint,
hazardous substance, insect infestation, building, structural, electrical, plumbing, heating, or any other inspections of any type required by Buyer(s) or
Buyer(s) financial institution will not void or impair this agreement. This agreement is not contingent on any of the aforementioned items and the results
will not void or impair this agreement.
- It is understood and agreed that KERRY PAE AUCTIONEERS/LANE RYAN AUCTIONS is acting as agent only and shall in no case whatsoever be held liable
by either party for the performance of any term or covenant of this agreement or for damages for nonperformance thereof.
- Buyer(s) acknowledge(s) that he has inspected the premises prior to the time of the auction and before signing this agreement and enters into this agreement
to purchase as a result of said inspection and not as a result of any advertisement announcement or representation made by the seller(s) and/or
KERRY PAE AUCTIONEERS/LANE RYAN AUCTIONS.
- This agreement may not be assigned by Buyer(s) without the prior written consent of Seller(s).
- This agreement contains the whole agreement between Seller(s) and Buyer(s), and there are no other terms, obligations, covenants, representations,
statements, or conditions, oral or otherwise, of any kind whatsoever.
- This agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania; no modification of this agreement shall be valid
unless the same is in writing and signed by both parties hereto. No waiver of any of the provision of this agreement shall be valid unless in writing and
signed by the party against whom it is sought to be enforced. If there are any growing crops on said premises, they are not included in this sale and the
Seller(s), his/her/their agent or nominee shall be permitted to return at harvest time to harvest said crops.
- This agreement shall be binding on the parties hereto, their heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have hereunto set their hands and seals the day and year first above written.
BUYER(S): _____ SELLER(S): _____

(SEAL)

(SEAL)

(SEAL)

Address _____

Address _____

(Zip Code)

(Zip Code)

E-Mail _____

E-Mail _____

Home Phone, Area Code (_____) _____

Home Phone, Area Code (_____) _____

Office Phone, Area Code (_____) _____

KERRY PAE AUCTIONEERS/ LANE RYAN AUCTIONS

By: _____