

TERMS OF SALE

THE UNDERSIGNED OFFERS FOR SALE

ALL THAT CERTAIN lot of ground with the improvements thereon erected located on the east side of Yorkshire Drive, in the Borough of Carlisle, Cumberland County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the east side of Yorkshire Drive, which point in in the line dividing Lots 27 and 30 as shown on the Plan of Section D of Heatherlands recorded in Cumberland County, Pennsylvania, in Plan Book 15, Page 39; thence Northwardly along the east side of Yorkshire Drive by a curve to the right having a radius of 3000 feet, a distance of 16.39 feet; thence along the same North 00 degrees 10 minutes 10 seconds West 83.87 feet to a point in the line dividing Lots 26 and 27; thence along said last mentioned dividing line North 85 degrees 04 minutes 10 seconds East 151.60 feet to a point common to Lots 25, 26, 27 and 28; thence by the dividing line between Lots 27 and 28, South 02 degrees 37 minutes 40 seconds East 100.00 feet to a point common to Lots 27, 28, 29 and 30; thence by the dividing line between Lots 27 and 30, South 85 degrees 04 minutes 10 seconds West 155.94 feet to the place of ***BEGINNING***.

THE above-described Lot is Lot No. 27 as shown on said Section D of Heatherlands.

HAVING erected thereon a dwelling house known and numbered as 639 Yorkshire Drive, Carlisle, Pa.

BEING the same property which James F. Miller, Jr. widower, granted and conveyed to James F. Miller, Jr., Catherine Miller Salomone and James F. Miller, III, by deed dated December 19, 2017, and recorded in the Office of the Recorder of Deeds in and for Cumberland County at Instrument # 201733182. James F. Miller, Jr. died September 28, 2023 vesting title in Catherine Miller Salomone and James F. Miller, III.

THE above-described Lot is subject to a five (5)-foot utility easement along the Northern and Eastern lines of said Lot and this conveyance shall not extinguish the Grantees' obligation as to "all electric use" of this Lot and the installation of underground electric and telephone lines nor shall it extinguish the Grantors' obligation to complete the curbing and paving of Yorkshire Drive where it is abutted by the Lot hereby conveyed.

1. Down payment of Ten percent (10%) of the purchase price shall be paid immediately following the sale, and the balance of said purchase price shall be paid on the date of final settlement. The entire purchase price shall be paid in cash, cashiers check, wire transfer, or other check acceptable to Seller at the times provided.

2. Final settlement of the transaction shall be made at the office of Irwin & McKnight, P.C, 60 West Pomfret Street, Carlisle, Pennsylvania, no later than forty-five (45) days from the date hereof, at which time of final settlement a Deed will be tendered to the Purchaser containing a special warranty clause conveying a good and marketable title in fee simple, free and clear of all liens and encumbrances except easements or building and use restrictions visible on the ground or of prior record.

3. All real estate taxes for the current year shall be prorated between the parties to the date of final settlement.

4. Pennsylvania Realty Transfer tax and local transfer tax amounting to 2%, based on the purchase price, shall be paid by the Purchaser.

5. Seller assumes the risk of loss by fire or other casualty until transfer of legal title and agrees that the premises shall remain in substantially the present condition until the date of final settlement, reasonable wear and tear excepted.

6. Should the Purchaser fail to make settlement as provided herein, the amount paid down as hand money may be retained by Seller as liquidated damages.

7. Seller assumes no obligation for any inspection or survey of the premises and in the event any inspection or survey is required, the same shall be performed at the sole expense of Purchaser. Purchaser accepts the premises in "as is" condition.

8. Time shall be of the essence of this agreement.

9. Seller reserves the right to reject any or all bids.

EXECUTED this 25th day of January, 2025.

Estate of James F. Miller, Jr.

Catherine Miller Salomone, as Executor and
individually

James F. Miller III, as Executor and
individually

January 25, 2025

I/WE _____
hereby acknowledge that I/WE have become the PURCHASERS of the above-
described premises

for the price of \$ _____; and agree to comply with the terms of the
same hereof.

_____(SEAL)

_____(SEAL)

Address

January 25, 2025

I acknowledge receipt of \$ _____ towards the purchase price of the
above-described premises.

IRWIN & McKNIGHT, P.C.

MARCUS A. MCKNIGHT, III ESQUIRE