

AGREEMENT OF SALE

MADE this _____ day of _____ in the year of our Lord two thousand and twenty-five (2025). BETWEEN William L. Baum, Jr. and Selena Baum, Co-Executors of the ESTATE OF WILLIAM L. BAUM, Sr., party of the first part, hereinafter “SELLERS”,

AND

_____,
party of the second part, hereinafter “BUYER(S)”

WITNESSETH, that SELLERS, in consideration of the covenants and agreements hereinafter contained, on the part of the BUYER(S) to be kept and performed, have agreed and do hereby agree to sell and convey unto BUYER(S), who agrees to purchase, all the land and premises hereinafter mentioned and fully described, for the sum of \$ _____, to be paid as follows: Ten (10%) percent down upon execution and the balance at settlement which shall be no later than forty-five (45) days from the date of execution of this Agreement.

IT IS FURTHER AGREED AS FOLLOWS:

1. Settlement shall be held on or within forty-five (45) days from the date of Execution of this Agreement.
2. The “date of Execution” or “execution date” of this Agreement shall be defined as the date the last person/party, above-named, signs this Agreement.
3. At settlement, upon the payment of the aforesaid, SELLERS, will at his own expense make, execute and deliver to BUYER(S), a good and sufficient Deed for property, (described further hereinafter) conveying and assuring of the said premise in fee simple, free from all encumbrances/liens, dower, or right of dower, such conveyance to contain the usual covenants of Fiduciary Warranty.
4. The BUYER(S) shall pay state and local realty transfer taxes two (2%) percent.
5. Annual real estate taxes shall be pro-rated to the date of settlement.
6. Title to said premises must be good and marketable and such as will be Certified by any Attorney, chosen by the BUYER(S), licensed to practice in the Commonwealth of Pennsylvania.
7. The *Conditions of Sale* attached hereto as Exhibit “B: are hereby incorporated herein as if the same were set forth at length herein.
8. In the event of default by BUYER(S) of any of the terms of this Agreement, and provided SELLERS are not in default of any of the terms of this Agreement, BUYER(S) shall forfeit the down payment money. SELLERS shall also have any other remedies against BUYER(S) as provided by law.
9. If SELLERS shall be in default of any of the terms and conditions of this Agreement, then BUYER(S) may, at BUYER(S) option, immediately terminate this Agreement, whereupon SELLERS shall refund to BUYER(S) any down payment money. BUYER(S) do hereby waive any right to any and all other damages and agree to accept the refund of the sum of the received down payment in full satisfaction and as BUYER(S) only compensation and/or remedy.
10. This Agreement shall extend to and be binding upon the heirs, executors and administrators of the parties hereto.
11. This Agreement shall not be filed of record.
12. The said time of the settlement and all other times referred to for the performance of any of the obligations of this Agreement are hereby agreed to be of the essence of this Agreement.
13. BUYER(S) agree that he/she/they have inspected the property and that he/she/they are purchasing the property “AS-IS”.
14. The terms and conditions of this Agreement shall survive settlement.
15. This sale is **not** conditional upon BUYER(S) obtaining any mortgage or type of mortgage commitment at any rate or amount.
16. SELLERS will maintain the Property, grounds, fixtures, and any personal property specifically included with purchase of the real property in its present condition, normal wear and tear excepted.

17. SELLERS will bear the risk of loss from fire or other casualties until time of settlement. In the event of damage by fire or other casualties to any property included in this sale, BUYER(S) will have the option of rescinding this Agreement and promptly receiving all monies paid on account of the purchase price or accepting the Property in its then condition together with the proceeds of any insurance recovery obtainable by SELLERS. BUYER(S) are/ is hereby notified that BUYER(S) may insure BUYER(S)'S equitable interest in the Property as of the date of execution of this Agreement.

18. No modification or waiver of any of the terms hereof shall be valid unless in writing and signed by all of the parties hereto and no waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent default of the same or similar nature.

19. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

20. This Agreement constitutes the entire understanding of the parties and supersedes any and any prior agreements and negotiations between them. There are no warranties, except those expressly set forth herein.

And BUYER(S) agrees with SELLERS, to purchase the said premises and pay the aforesaid sum, in the manner and at the times hereinbefore provided.

AND IT IS FURTHER AGREED, by and between the said parties, that possession of said premises shall be delivered to the parties of the second part, their heirs and assigns no later than the date of settlement.

The said premises are described as follows: ALL THAT CERTAIN piece, parcel or tract of land k/a 1703 Butchershop Road, Mifflintown, Pennsylvania and situate at Fermanagh Township, Juniata County, Pennsylvania more fully described in Exhibit "A" annexed hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the said parties to this Agreement acknowledge they have read this Agreement, in its entirety, consisting of this and one (1) other page and the attached Exhibit "A" and each and all have had the opportunity to have the same reviewed by the attorney of their choosing, and intending to be legally bound hereby, have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVER in the presence of:

ESTATE OF WILLIAM L. BAUM, SR.

WITNESS

William L. Baum, Jr., Executor - Seller

WITNESS

Selena Baum, Executor - Seller

WITNESS

Buyer

WITNESS

Buyer

Prepared by: Johnston & Zagurskie, PC (717) 436-8044

EXHIBIT "A"

ALL THAT CERTAIN lot, parcel or tract of land, located in Fermanagh Township, Juniata County, Pennsylvania, and being designated Lot No. 2 on the Final Subdivision Plan for William L. Baum dated February 13, 2020, by Sarge Engineering and Surveying, William C. Sarge, Professional Land Surveyor, Mifflintown, Pennsylvania, recorded April 30, 2020, in the Office of the Recorder of Deeds in and for Juniata County, Pennsylvania, as Instrument No. 202001273, more particularly bounded and described as follows:

BEGINNING at a point being the centerline of Butcher Shop Road (T-501, a 120' right-of-way) at the dividing line of Lot 3 on the aforesaid Plan and the herein described Lot 2; thence along the westerly lint of the herein Lot 2 and the easterly line of Lot 3, also designated on the said Plan as the approximate easterly line of an existing 50' Private Right-of-Way, North 03 degrees 22 minutes 52 seconds West a distance of 200.97 feet to a point; thence continuing along Lot 3 North 58 degrees 48 minutes 47 seconds East a distance of 142.43 feet to a point; thence along same North 03 degrees 51 minutes 20 seconds East a distance of 67.74 feet to a point; thence along same North 85 degrees 12 minutes 54 seconds East a distance of 135.77 feet to a point at the intersection of Lot 1, Lot 3, and the herein described Lot 2; thence along Lot 1 South 21 degrees 27 minutes 37 seconds East a distance of 130.05 feet to a point; thence along same South 09 degrees 38 minutes 00 seconds West a distance of 139.89 feet to a point; thence along same South 72 degrees 49 minutes 29 seconds East a distance of 59.42 feet to a point; thence along same South 05 degrees 03 minutes 26 seconds West a distance of 145.66 feet to a point in the centerline of Butcher Shop Road (T-501, a 120' right-of-way); thence along the said centerline of Butcher Shop Road (T-501, a 120' right-of-way) North 75 degrees 29 minutes 56 seconds West a distance of 88.51 feet to a point; thence continuing along same North 78 degrees 45 minutes 56 seconds West a distance of 236.80 feet to a point, the point and place of BEGINNING.

SAID TRACT containing 2.327 acres, more or less.

UNDER AND SUBJECT to easements, restrictions, reservations, conditions, and rights-of-way of prior record and those visible upon a physical inspection or survey of the said property.

EXHIBIT "B"

CONDITIONS OF SALE

Offsite Bidding: Seller shall accept bids from prospective bidders via the telephone and online on the following terms and conditions to-wit:

(a) Online bidders must register on HiBid.com in advance of the auction.

(b) Successful bidder (telephone or online) must contact {Attorney} within 24 hours after conclusion of the auction to arrange a time to drop off deposit check and fully executed Conditions of Sale and Seller's Disclosure at {Attorney office or determined location}

(c) Failure to contact {Attorney} within 24 hours OR appear at the duly arranged time to submit deposit check and fully-executed documents may, at the election of the seller, render this contract null and void and seller shall be authorized to enter into a contract with any third party.

(d) The subject property is improved by public water. The public water for the adjoining real property is currently connected to the public water at the subject property which was permitted when both properties have the same owner. Once the two properties have separate owners, the water service lateral to the adjoining real property is required to be disconnected and if is not disconnected prior to the sale, it will be the responsibility of the Seller to disconnect it.

(e) Prospective bidder accepts all terms contained herein, the Agreement of Sale.

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