

**PROPOSED CONDITIONS OF SALE OF REAL ESTATE  
PROPERTY OF THE ESTATE OF PETER J. DePETER a/k/a PETER  
J. DePETER, JR.**

The conditions of sale of the real estate of **LORI J. SWANK, Executrix of THE ESTATE OF PETER J. DePETER a/k/a PETER J. DePETER, JR.**, to be held on this 29<sup>th</sup> day of October, 2025, at 5 P.M., at the premises to be sold, **situate in Upper Augusta Township, Northumberland County, 291 Mountain View Rd., Sunbury, Pennsylvania, 17801, also known as Tax Parcel # 057-00-036-050-H**, pursuant to proper advertisement are as follows:

1. The property to be sold consists of a 3 bedroom country ranch home on almost 2 acres, situate in Northumberland County, Pennsylvania. Said property bounded and described more fully on attached memorandum as property of **THE ESTATE OF PETER J. DePETER a/k/a PETER J. DePETER, JR.**, herein designated "Vendor".

2. The property to be sold will be exposed to this sale by public auction, and the highest bidder for the property shall be declared the purchaser(s) or Vendee(s), designated herein as such, and the property will be struck down to the highest bidder to be determined as set forth. In case of a dispute as to which is the highest bid, the right is reserved to place the property in bidding at a former undisputed bid, and then complete bidding and striking down for the bid finally accepted.

3. The Vendor does reserve the right to reject any and all bids. This is not an absolute sale.

4. The successful bidder declared to be the purchaser(s) shall pay Ten Percent (10%) of the purchase price being a NON-REFUNDABLE DEPOSIT at the time the premises are struck off to be applied to the purchase price. The balance of the purchase price is to be paid within forty-five (45) days thereafter, or sooner, when a special warranty deed will be delivered at the expense of the Vendors. The real estate transfer taxes (2%) will be paid by the purchaser(s) or Vendee(s); County and Township Real Estate Taxes to be prorated on a calendar year and per diem basis; School Real Estate Taxes to be prorated on a fiscal year and per diem basis. Possession will be given to the successful purchaser(s) at the time of settlement.

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5. If the Vendee(s) shall fail to comply with the conditions of sale, then the deposit of the purchase price shall be forfeited, not as a penalty, but as assessed and liquidated damages for failure to carry out the contract of purchase, and in that event, the Vendors, **LORI J. SWANK, Executrix of THE ESTATE OF PETER J. DePETER a/k/a PETER J. DePETER, JR.,** may sell the property, and the Buyer(s)/Vendee(s) shall not be entitled to any benefit of a subsequent sale.

6. The description of the property to be sold is pursuant to deed(s) of record at the Northumberland County Courthouse, Sunbury, Pennsylvania, and also according to records in the Northumberland County Tax Assessment Office, Sunbury, Pennsylvania. If the purchaser(s) considers a survey of the property to be desirable, the same shall be at the expense of the purchaser(s).

7. This property including, but not limited to, the water and septic lines, plumbing, heating, and electrical systems, is being sold in an **"as is"** condition. Otherwise, Vendee(s) shall have either inspected the property or shall have waived the right to do so and agrees to purchase it in its present **"as is"** condition.

8. The sale of this property is subject to all deed restrictions of record, as well as all visible easements, rights-of-way, or prescriptive rights whether or not of record.

9. The Vendee(s) shall enter into a contract for the payment of the balance of the purchase price and for faithful compliance in all respects with the Conditions of Sale.

10. 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) Prospective bidder accepts all terms herein.

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This the 29<sup>th</sup> day of October, 2025 **I/WE,** \_\_\_\_\_  
and \_\_\_\_\_ do acknowledge that **I/WE** have purchased  
the premises above described for the price or sum of  
\_\_\_\_\_ Dollars, under and  
subject to the foregoing Conditions of Sale which **I/WE,** shall comply.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

**I, LORI J. SWANK, Executrix of THE ESTATE OF PETER J. DePETER  
a/k/a PETER J. DePETER, JR.,** do hereby acknowledge that I have received on  
this 29<sup>th</sup> day of October, 2025, from \_\_\_\_\_ the  
sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_),  
towards the purchase price of the premises herein above described.

**By:**

\_\_\_\_\_  
**LORI J. SWANK , Executrix of THE  
ESTATE OF PETER J. DePETER a/k/a  
PETER J. DePETER, JR.**

**Description of the Property of The Estate of Peter J. DePeter a/k/a Peter J. DePeter, Jr.**

**ALL THAT CERTAIN** lot or parcel of land situate in Upper August Township, Northumberland County, Pennsylvania, being Lot "3A" of the John C. Genth and Lillian P. Genth Subdivision, recorded January 20, 1995, in Plan Book 22, at Page 75, and being more particularly bounded and described as follows:

**BEGINNING** at a steel pin (set), being located at the Northwest corner of Lot "3A" of the said subdivision; thence along the Residual Lot of the said subdivision, South 70 degrees 09 minutes 45 seconds East, a distance of 230.98 feet to a steel pin (set); thence along Lot "4A" of the said subdivision, South 21 degrees 29 minutes 25 seconds West, through a steel pin (set) at 363.81 feet, a total distance of 381.93 feet to a point in T-529; thence along and through T-529, North 68 degrees 30 minutes 35 seconds West, a distance of 61.50 feet to a point; thence along the same, North 70 degrees 09 minutes 45 seconds West, a distance of 158.50 feet to a point; thence along the same and Lot "2A" of the said subdivision, North 19 degrees 50 minutes 15 seconds East, through a steel pin (set) at 16.69 feet, a total distance of 380 feet to a point, the place of BEGINNING.

**CONTAINING** a total of 1.97 acres of land.

**SUBJECT, NEVERTHELESS**, to easements, rights-of-way and notes as set forth on the John C. Genth and Lillian P. Genth Subdivision, recorded January 20, 1995, in Plan Book 22, at Page 75.

**ALSO, SUBJECT, NEVERTHELESS**, to the restrictions as set forth below:

1. There shall be no duplex dwellings, only single-family dwellings with a minimum square footage of 1,600 square feet.
2. Detached garages will not be allowed.
3. No mobile home or double wide will be allowed.
4. No commercial dog kennels, livestock or livestock buildings will be allowed.
5. Only one utility building will be allowed, with a maximum of 250 square feet and a maximum of 10 feet in height.
6. No unlicensed vehicles will be allowed.
7. No fence will be allowed in the front yard set back.
8. Underground utilities only will be allowed.
9. No outside vehicle repairs will be allowed.



## AGREEMENT FOR SALE OF REAL ESTATE

**THIS AGREEMENT FOR SALE** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between **LORI J. SWANK, Executrix of the ESTATE OF PETER J. DePETER a/k/a/ PETER J. DePETER, JR.,** of Northumberland County, Pennsylvania, hereinafter referred to as **SELLER(S);** \_\_\_\_\_, of \_\_\_\_\_, hereinafter referred to as **BUYER(S).**

**SELLER(S)** agrees to sell and convey to **BUYER(S)**, who agrees to purchase property located in Upper Augusta Township, Northumberland County, 291 Mountain View Rd., Sunbury, Pennsylvania, 17801, also known as Tax Parcel # 057-00-036-050-H.

1. **PURCHASE PRICE: BUYER(S)**, agrees to pay for said real estate the sum of \_\_\_\_\_ (**\$\_\_\_\_\_ .00**) **DOLLARS** payable at the time of the closing hereinafter fixed. **BUYER(S)** agrees to pay a nonrefundable deposit, in an escrow account held by counsel for **SELLER(S)**, the aggregate sum of \_\_\_\_\_ (**\$\_\_\_\_\_ .00**) **DOLLARS**

AS OF THE DATE OF THE SALE (all of which shall be allocated toward the sale of the real estate which is the subject of this Agreement. (This deposit is \_\_\_\_\_ nonrefundable). The \_\_\_\_\_ balance of \_\_\_\_\_ (\$\_\_\_\_\_.00)

**DOLLARS** shall be paid to the **SELLER(S)** by the **BUYER(S)** at the time of closing hereinafter but no later than forty-five (45) days as of the date signed herein above obligating the **BUYER(S)** to pay the remainder of the balance outstanding at said closing.

2. **POSSESSION:** Possession is to be given at the time of closing as hereinafter fixed.

3. **APPORTIONMENT:** Rents, local real estate taxes, water and sewer rents shall be apportioned as of the date of closing as to when they are billed.

4. **PROPERTY CONDITION:**

APPRAISAL, SURVEY AND TERMITE INSPECTION: Any appraisal of the property shall be the responsibility of ☒Buyer ☐Seller. A survey is: ☐not required ☐required, the cost of which shall be paid by ☐Seller ☒Buyer. A termite inspection is ☐not required ☐required, the cost of which shall be paid by ☐Seller ☒Buyer. If a survey is required it shall be obtained within 5 days of closing.

5. **FIXTURES, TREES, SHRUBBERY AND PLANTINGS:** All trees, shrubbery, plantings now in or on the property, if any, unless specifically excepted in this agreement, are included in the sale. None of the above-mentioned items shall be removed by the **SELLER(S)** from the premises



after the date of this agreement.

6. **MUNICIPAL IMPROVEMENTS:** Any and all municipal improvements made prior to the execution of this Agreement are to be paid for by **SELLER(S)** on or before the closing, and all subsequent municipal improvements shall be paid for by **BUYER(S)**.

7. **TITLE:** The title is to be good and marketable and such as will be insured by any reputable title company at regular rates. Upon failure of **SELLER(S)** to furnish such title to **BUYER(S)** at the date of closing, all monies paid on account as hereinabove provided in Paragraph 1 shall, at **BUYERS'** option, be returned to **BUYER(S)** on the closing date, whereupon this Agreement as well as all rights and liabilities of the parties hereunder shall cease and terminate. The costs associated with the purchase of title insurance or any costs associated with the Mortgage shall be the responsibility solely of the **BUYER(S)**.

8. **MAINTENANCE AND RISK OF LOSS:** **SELLER(S)** shall maintain the property (and all items to be sold under this Agreement) in its present condition, normal wear and tear excepted, **SELLER(S)** shall bear risk of loss from fire or other casualties until time of settlement. In the event of damage to any property included in the sale by fire or other casualties, not repaired or replaced prior to settlement **BUYER(S)** shall have the option of rescinding this Agreement and receiving all monies paid on account or of accepting the property in its then condition together with the proceeds of

any insurance recovery obtainable by **SELLER(S)**. **BUYER(S)** are hereby notified that it may insure its equitable interest in this property as of the time of the acceptance of this Agreement. In the event that **BUYER(S)** terminate this Agreement because of damage to the property, as set forth above, any deposit paid as part of the consideration shall be returned to **BUYER(S)**.

9. **DEFAULT:** Should **BUYER(S)** default in performing this Agreement, any sum or sums paid on account shall be retained by **SELLER(S)** as liquidated damages and this Agreement shall become null and void. **SELLER(S)** reserve the right to retain any sum or sums paid on account and resell the subject property.

10. **DEED:** Conveyance shall be by a special warranty deed.

11. **TRANSFER TAXES AND COSTS:** **SELLERS** shall pay the cost of preparing this Agreement of Sale and the Deed. The Pennsylvania Realty Transfer tax and School District 2% Realty Transfer tax shall be paid by the **BUYER(S)**. All title searches and recording cost for the Deed shall be paid for by the **BUYER(S)**.

12. **CLOSING:** Closing is to be on or before forty-five (45) days of the date set forth in the Sales Agreement, at the office of the Buyers' Attorney, Pennsylvania, or such other place as is mutually agreed upon between the parties in writing.

13. **TIME:** The parties hereby bind themselves, their heirs, executors,

administrators, successors and assigns to the faithful performance of the above Agreement by the date of closing aforesaid, said time to be of the essence of this Agreement unless extended by mutual consent in writing.

14. **CONDITIONS AND COVENANTS:** And it is further agreed that the following conditions and covenants are a part of this Agreement, and that each and all of them are binding upon the parties hereto, and their respective heirs, executors, administrators, successors and assigns:

(A) **Effect of Agreement** - This Agreement sets forth the entire understanding of the parties. It shall not be changed or terminated orally. All terms and conditions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the heirs, successors and assigns of the **BUYER(S)** and **SELLER(S)**. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. Whenever the sense of this Agreement so requires, the uses herein of (i) the singular shall be deemed to include the plural; (ii) the masculine gender or the female gender as used herein shall be deemed to include the other gender and the neuter gender; (iii) the neuter gender shall be deemed to include the masculine or feminine gender.

(B) **Counterparts** - This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(C) **Severability** - Should any part, term or provision of this

Agreement be decided by the Courts to be illegal or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected thereby.

(D) **Waiver** - Any waiver by either party of any performance due hereunder from the other party shall not constitute a waiver of any prior, subsequent or different performance. Neither party shall be deemed to have waived any performance due hereunder from the other party unless such waiver is expressly stated in writing and executed by the waiving party.

(E) **Survival of Agreement – SELLER(S) and BUYER(S)** agree that the terms of this Agreement, including all representations and warranties of **SELLER(S)** and **BUYER(S)** contained herein, shall survive any deed and closing and that the said terms shall not merge into any deed or be superseded or modified by any subsequent agreement, unless both parties consent thereto in writing.

(F) **Effective Date** -This Agreement shall be effective as of the day and year first set forth herein regardless as to the date on which it is actually executed.

(G) **Remedies Upon Default** - In the event of a default by **SELLER(S)** under the terms of this Agreement, **BUYER(S)** shall have the option of proceeding with an action for specific performance, or returning, or causing the return of, the deposit monies paid, in which event this Agreement shall become null and void and both parties shall be released of

all liability to each other. In the event of a default by **BUYER(S)** under the terms of this Agreement, **SELLER(S)** shall be entitled to keep the deposit monies paid, as liquidated damages, in which event this Agreement shall become null and void and both parties shall be released of all liability to each other. Before exercising any remedy set forth in this Agreement, the party exercising the remedy shall provide the party in default with written notice of the event of default, and provide an opportunity to cure said default, at least ten (10) days prior to exercising any remedy provided for herein.

(H) **BUYER(S)** shall pay for the cost of recording the Deed and other closing documents, and all costs associated with representation of them in the title search of this property, any and all surveyor costs, title insurance, loan documents.

(I) **BUYER(S)** agree to buy the property "**AS IS**". This sale of this property is subject to all deed restrictions of record, as well as all visible easements, rights-of-way, or prescriptive rights whether or not of record.

#### 15. **INSPECTIONS AND DISCLOSURES:**

(A) **ENVIRONMENTAL HAZARDS:** - The U.S. Environmental Protection Agency has a list of hazardous substances, the use and disposal of which are restricted by law. Generally, if hazardous substances are found on a property, it is the property owner's responsibility to dispose of them properly. For more information and a list of hazardous substances, contact:

U.S Environmental Protection Agency

111 18th Street, N. W.  
Washington, D.C. 20207  
(202) 634-7740

**IN WITNESS WHEREOF** and intending to be legally bound hereby,  
the parties hereto set their hands and seals the day and year first above  
written.

**SELLERS:**

**THE ESTATE OF PETER J. DePETER  
a/k/a PETER J. DePETER, JR.**

\_\_\_\_\_  
**LORI J. SWANK, Executrix**

**BUYER(S):**

\_\_\_\_\_  
  
\_\_\_\_\_