

# tranzon® ALDERFER

2780 Shelly Road, Harleysville, PA 19438  
1-800-577-8845 • www.tranzon.com

## AGREEMENT OF SALE

1. This AGREEMENT, dated **January 23, 2020** between  
SELLER(S) **The Estate of William V. Andreoni c/o William P. Andreoni, Executor**

And BUYER(S) \_\_\_\_\_

2. The property SELLER(S) hereby agrees to sell and convey to BUYER(S), who hereby agrees to purchase is described as: **105 Colonial Drive including 9.00 acres or 392,040 sq. ft. more or less in the Township of Lower Frederick, County of Montgomery, in the Commonwealth of Pennsylvania with all the buildings and improvements and known as tax parcel # 38-00-02266-009.**

3a. Terms:

Purchase Price: \_\_\_\_\_

which shall be paid as follows:

Deposit (Cash or Check) at signing of this agreement: \_\_\_\_\_

Cash or Check within \_\_\_\_\_ days: \_\_\_\_\_

Balance due at final settlement: \_\_\_\_\_

Total Purchase Price: \_\_\_\_\_

3b. Deposit shall be deposited and held in escrow by Tranzon Alderfer to conform with the Pennsylvania Real Estate license law. Buyer(s) agrees to abide by the terms and conditions of this agreement and in the event of a breach of this agreement agrees to forfeit all deposit monies.

4a. Seller(s) written approval on or before: **January 24, 2020**  
Settlement to be on or before: **March 31, 2020**

4b. Conveyance from Seller(s) shall be by fee simple deed of special warranty unless stated here: \_\_\_\_\_

4c. Payment of total transfer tax shall be split equally between the Buyer(s) and Seller(s).

4d. At the time of final settlement the following will be adjusted pro-rata on a daily basis between Buyer and Seller: taxes, rents, and water and sewer fees. Seller will pay up to and including day of settlement and Buyer will pay all days following settlement.

5. Fixtures and Personal Property:

All personal property is excluded unless stated here: **Washer, dryer and refrigerator.**

Included in this agreement are all existing items permanently installed in the property including plumbing and heating, lighting fixtures, antennas, shrubbery and trees, storage sheds, mailboxes, build-in appliances, and any remaining heating and cooking fuels stored on the property at the time of settlement, unless otherwise stated here:

6. This agreement is not contingent on mortgage financing, seller assistance, property inspection, radon inspection, or termite inspection. **Buyer has inspected the property or has waived the right to do so and agrees to purchase the property in its present condition. Buyer hereby releases Seller, Agent, and their employees from any claims, losses including personal injury and property damage and all the consequences thereof whether known or not, which may arise from the presence of termites, other wood destroying insects, radon, lead based paints, environmental hazards, defects in the on-site septic system and the on-site water system or any other defects or conditions on the property, including lead-based paint, if applicable.**

Buyer Initials: \_\_\_\_\_ **Buyer(s) has acknowledged receipt of the Property Information Package.**

7. This agreement is not contingent on a water certification or septic inspection.

8. **All inspections including lead based paint (on properties built before 1978) and mold are to be conducted 10 days prior to the auction date. Buyer agrees to buy the property in an "as is, where is" condition and agrees to sign any waivers required by law.**

Buyer Initials: \_\_\_\_\_

Seller Initials \_\_\_\_\_

9. The property is to be conveyed free and clear of all liens, encumbrances and easements excepting existing deed restrictions, building restrictions, easement of roads and rights of public service companies. The title shall be good and marketable and such as will be able to be insured by a reputable Title Insurance Company. Buyer shall pay for title insurance, flood insurance, fire insurance and customary settlement costs.

10. **The zoning classification for the property is R1– Rural Residential District.**

11. Possession is delivered by deed and keys. Property is to be conveyed “broom clean” free of debris unless hereby noted: \_\_\_\_\_

12. Seller will maintain the property in its present condition with normal wear and tear excepted.

13. Mediation is waived, however, Buyer and Seller may choose to mediate at a later date should a dispute arise.

14a. **Should Buyer: (i) Fail to make any additional payments as specified in paragraph 3a, OR (ii) Furnish false or incomplete information to Seller or any other party identified in this Agreement concerning Buyer’s legal or financial status, OR (iii) Violate or fail to fulfill and perform any other terms and conditions of this Agreement, Seller may hold the Buyer in default.**

14b. **In the event of default, Seller is limited to retaining sums paid by Buyer, including deposit monies, as liquidated damages.**

14c. **If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to this Agreement, Buyer and Seller are released from further liability or obligation and this Agreement is VOID.**

15. **Seller shall carry appropriate insurance on the Property and bear the risk of loss from fire or other casualties until settlement. If the Property included in this sale is destroyed and not replaced, Buyer will: (i) Accept the Property in its current condition together with the proceeds of any insurance recovery obtainable by Seller, OR (ii) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer and this Agreement will be VOID.**

16. **All terms, conditions and provisions in this Agreement that by their nature are to survive settlement shall survive settlement.**

17. Special Clauses:

Buyer (s) mailing address: \_\_\_\_\_

Buyer (s) phone numbers & email: \_\_\_\_\_

Witness: \_\_\_\_\_ Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Seller (s) mailing address: \_\_\_\_\_

\_\_\_\_\_

Seller (s) phone numbers & email: \_\_\_\_\_

Witness: \_\_\_\_\_ Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer Initials: \_\_\_\_\_

Seller Initials \_\_\_\_\_