

**PUBLIC AUCTION**  
**AGREEMENT OF SALE**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, **2023**, between, **BETH KLINGER**, of Pine Grove, Schuylkill County, Pennsylvania, **Executrix of the Estate of ROBERT C. HEBERLING, Deceased** (hereinafter "**SELLER**") and \_\_\_\_\_ (hereinafter "**BUYER**").

**WHEREAS**, the **PROPERTY** of **SELLER**, located in Pine Grove Township, Schuylkill County, Pennsylvania, being **UPI#21-10-0011.000** and **UPI#21-10-0009.000**, and consisting of approximately 6.7 and 0.22 acres respectively, was offered for sale by the **SELLER**; and

**WHEREAS**, the **PROPERTY** was struck down by the Auctioneer and sold to the **BUYER** who was the highest bidder; and

**WHEREAS**, the Conditions of Sale required the **BUYER** to execute, among other things, an Agreement of Sale containing the terms and conditions set forth herein.

**NOW, THEREFORE**, the parties, intending to be legally bound hereby, agree as follows:

**TERMS AND CONDITIONS**

1. **SELLER** agrees to sell and **BUYER** agrees to buy, on the terms and conditions set forth below, the **PROPERTY** of **SELLER**, located in Pine Grove Township, Schuylkill County, Pennsylvania, being **UPI#21-10-0011.000** and **UPI#21-10-0009.000** (hereinafter referred to as the "**PROPERTY**").

2. Settlement shall occur within **FORTY-FIVE (45) days** of the date of this Agreement, at the Law Office of **Williamson Friedberg & Jones**, 10 Westwood Road, Pottsville, Schuylkill County, Pennsylvania, unless the **SELLER** expressly agrees in advance to an alternate Settlement location. Time to be of the essence.

3. A deposit equal to **TEN (10%) PERCENT** of the purchase price shall be paid at the time of the signing of the Agreement, which deposit shall be retained by the **SELLER** as liquidated damages in the event **BUYER** fails to perform as required by this Agreement. These funds shall be paid, in cash or check (acceptable to **SELLER**), to **Williamson, Friedberg & Jones, LLC**, attorneys for **SELLER**.

4. The sale of the **PROPERTY** is **NOT CONTINGENT** on the **BUYER** obtaining mortgage financing nor shall **BUYER'S** obligation to purchase the **PROPERTY** be in any way modified as the consequence of terms, conditions or requirements which the **BUYER'S** lender may seek to impose upon the **BUYER** or the **SELLER** as a condition for making a loan to the **BUYER** to purchase the **PROPERTY**. **BUYER** acknowledges that **BUYER** has had the opportunity to examine and inspect the **PROPERTY** and that **BUYER'S** Agreement to pay the Purchase Price for the **PROPERTY** under this Agreement is based on **BUYER'S** representation that **BUYER** has or is able to secure the funds to pay the Purchase Price. If **BUYER'S** lender obtains an appraisal that is less than the Purchase Price, this shall have no effect on the **BUYER'S** obligation to purchase the **PROPERTY** at the Purchase Price under this Agreement.

5. **SELLER** shall deliver, at time of settlement, an **EXECUTOR'S DEED** for the **PROPERTY**. By executing this Agreement, the **BUYER** acknowledges that the Deed for the **PROPERTY** will be issued in the name of the **BUYER**, as designated in this

Agreement. Should the **BUYER** request any changes to the designation of the **BUYER** from the precise format in which the **BUYER** is designated in this Agreement, then the **BUYER** acknowledges it shall be the **BUYER'S** responsibility for any additional Transfer Taxes, any costs associated with revisions to the Agreement of Sale, and any costs associated with any novation or other modification of the current Contract. The **SELLER** shall, in no way, have any responsibility to convey real property, other than to the **BUYER**, as designated in this Agreement of Sale. This provision shall not merge upon a conveyance and shall survive and be enforceable thereafter.

6. The **PROPERTY** is to be conveyed free and clear of all liens and encumbrances, subject only to easements visible upon the **PROPERTY**, and those of record which do not substantially impair the use of the **PROPERTY**. If **SELLER** is, for any reason, unable to deliver title to the **PROPERTY** in accordance with the terms of this Agreement, **BUYER'S** remedy is limited to a return of the deposit.

7. The risk of loss as a result of fire and other casualty shall be **SELLER'S** until midnight on the date of settlement.

8. The cost for preparation of the Deed shall be paid by **SELLER**.

9. All real estate transfer taxes imposed by any governing body shall be paid by **BUYER**.

10. Title to the **PROPERTY** shall be insurable by any title insurance company authorized to do business in Pennsylvania at standard rates, subject to exceptions and exclusions of coverage customary in the community.

11. The annual real estate taxes for the current year will be apportioned between **SELLER** and **BUYER** on the basis upon which those taxes are levied.

12. **(INTENTIONALLY OMITTED)**

13. **SELLER** makes no warranty as to the condition of the **PROPERTY**.

14. The property is zoned **R-2: Mixed Density Residential**.

15. **BUYER** acknowledges having inspected the **PROPERTY** prior to the time of the auction and before signing this Agreement and enters this Agreement to purchase as a result of said inspection and not as a result of any advertisement or announcement or representation made by the **SELLER** and/or **AUCTIONEER**.

16. **DISCLOSURE REQUIRED BY REAL ESTATE SELLER  
DISCLOSURES ACT**

**(INTENTIONALLY OMITTED – Raw Land)**

17. **DISCLOSURE REQUIRED BY LEAD-BASED PAINT  
HAZARD REDUCTION ACT**

**(INTENTIONALLY OMITTED – Raw Land)**

18. The purchase price to be paid by **BUYER** is:

Knock Down Price	\$ _____
3% Buyer's Premium	\$ _____
Gross Purchase Price	\$ _____
Deposit – 10%	\$ _____
Balance at Settlement	\$ _____

19. The **BUYER** is hereby notified that there is no currently existing community sewage system available to service the **PROPERTY**. A permit for an individual sewage system will have to be obtained pursuant to Sewage Facilities Act. The **BUYER** should contact a local agency charged with administering the Sewage Facilities Act before signing the contract in order to determine the requirements for obtaining a permit for an individual sewage system, if one has not already been obtained.

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

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_  
**BETH KLINGER, Executrix of the Estate  
of ROBERT C. HEBERLING, Deceased –  
SELLER**

**WITNESS:**

\_\_\_\_\_

x \_\_\_\_\_

**(PRINT NAME)**

\_\_\_\_\_ - **BUYER**

**Buyer's Phone #**

**Buyer's Address**

\_\_\_\_\_

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

**WITNESS:**

\_\_\_\_\_

x \_\_\_\_\_

**(PRINT NAME)**

\_\_\_\_\_ - **BUYER**

**Buyer's Phone #**

**Buyer's Address**

\_\_\_\_\_

\_\_\_\_\_  
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