

JENNINGS AND GROSH, INC.
dba Jennings Auction Group
15 Hykes Mill Rd.
York Haven, PA 17370
717-268-0020

AGREEMENT OF PUBLIC SALE OF REAL ESTATE OFFERED BY: Emerald Guardian Services, LLC, a Limited Liability Company, Plenary Guardian of the Estate of Verna Stambaugh, A/K/A Verna E. Stambaugh, an Incapacitated Person (hereinafter referred to as “SELLER”) and

of _____
hereinafter referred to as “BUYER” for the sale at public auction of all that certain improved parcel of real estate known and numbered as follows:

PROPERTY LOCATED AT: 2040 Lycan Drive, York PA 17408
PARCEL NO: 510002300490000000

1. Highest Bidder. This property is being sold subject to confirmation by the Seller to the highest bidder and best bidder, who shall be the BUYER subject to this confirmation.

The Premises are offered for sale under and subject to any and all conditions, restrictions, easements of record or easements visible upon an inspection of the Premises. If the BUYER desires a legal description of the Premises on the basis of an actual survey, all costs of such survey shall be borne exclusively by such BUYER.

The Premises may be offered for sale subject to a reserve price and the SELLER may withdraw the property as unsold without declaring such reserve if, in the opinion of the SELLER, there has been a want of sufficient bids, SUBJECT, as aforesaid, the highest and best bidder whose bid is accepted by the Auctioneer shall be the BUYER, but the Auctioneer may refuse any and all bids. SELLER may withdraw the reserve in its sole and absolute discretion.

If any disputes arise to any bid, the SELLER / AUCTIONEER reserves the right to cause the property to be immediately put up for sale again.

2. Purchase Price. The purchase price shall be the highest bid price plus a 5% Buyer’s Premium, which shall become the final contract purchase price.

3. Real Estate Taxes. All municipal and county real estate taxes, and all lienable utilities, shall be pro-rated between the BUYER and SELLER as of the date of settlement on a calendar basis. All school district real estate taxes for the current tax period shall be pro-rated between the BUYER and SELLER to the date of settlement on a fiscal year basis. All real estate taxes for prior years have or will be paid by SELLER.

Buyer’s Initials _____

Seller’s Initials: _____

4. Realty Transfer Tax. BUYER shall pay 100% of the realty transfer tax.

5. Terms. Immediately upon the real estate being struck down to BUYER, BUYER agrees to pay SELLER, as security for the purchase, TEN (10%) PERCENT of the purchase price in cash, good PA check, cashier's check or certified check, as may be approved by SELLER, SELLER's counsel, or the Auctioneer, with the signing of this agreement.

In lieu of cash, PA check, cashier's check or a certified check; out of state personal / business checks will only be accepted if accompanied by an irrevocable Bank Letter of Guarantee. Any checks are to be made payable to JENNINGS AND GROSH, INC. This deposit is non-refundable for any reason other than the SELLER'S inability to provide a good and marketable title. The balance due, without interest, shall be paid at settlement, which shall take place on or before March 14, 2019 when a good and sufficient Deed of fiduciary warranty for the Premises, free and clear of all liens and encumbrances, including any tax liens on the Premises, and subject only to existing easements and/or restrictions, as hereinbefore mentioned, will be delivered and actual possession will be given to BUYER. The BUYER shall also sign this agreement and comply with these terms of sale.

6. Forfeiture. The time for settlement shall be of the essence. In case of noncompliance by the BUYER with any terms of this Agreement, the SELLER shall have the option, in addition to all other remedies provided by law, equity and this Agreement, all such remedies being cumulative and not alternative, to exercise any one or more of the following remedies:

(a) To retain the BUYER'S deposit money as liquidated damages, regardless of whether or not, or on what terms, the property is retained or resold; and/or

(b) To resell the property at public or private sale, with or without notice to the present BUYER, and to retain any advance in price, and to hold the present BUYER liable for any and all expense and loss resulting from such resale, or attempted resale, as liquidated damages from the BUYER in addition to forfeiture of the deposit money paid hereunder as security for payment of such loss. Any increase in price on resale shall belong to and be retained by SELLER.

7. Marketable Title. A good and marketable title will be given free and clear of all liens and encumbrances. The real estate is being sold subject to any and all restrictions and rights-of-way of record in the Office of the Recorder of Deeds in and for York County, Pennsylvania, and which may, or may not, be visible by inspection of the premises.

8. Risk of Loss. SELLER shall maintain the property, grounds, and fixtures specifically sold with the property in its present condition, normal wear and tear excepted. SELLER shall bear the risk of loss for fire or other casualties until the time of settlement. In the event of damage by fire or other casualty to any property included in this sale that is not repaired or replaced prior to settlement, BUYER shall have the option of rescinding this Agreement and promptly receiving all monies paid on account of the purchase price or of accepting the property in its then condition, together with the proceeds of any insurance obtainable by SELLER. BUYER is hereby notified that BUYER may insure BUYER'S equitable interest in the property as of the time of execution of this Agreement.

9. No Warranty. The Premises being sold have been available for inspection prior to the sale and it is understood that bidders have had the right to inspect and either have inspected the Premises or hereby waive the right to do so. **The Premises and all improvements thereon are sold "AS IS" in their present condition without any warranties of any kind, expressed or implied.** Any survey that may be required by Purchaser's lender or otherwise shall be at Purchaser's expense.

The BUYER expressly acknowledges and understands that the SELLER makes no representation or warranty of any kind whatsoever with regard to the condition of the premises or any components thereof, including but not

Buyer's Initials _____

Seller's Initials: _____

limited to, the roof, the electrical system, the plumbing system, the heating system, or any other part of the structure(s), or any other improvements on the land, including but not limited to the following:.

A. Radon. SELLER has no knowledge concerning the presence or absence of radon. The SELLER makes no representation or warranty with regard to radon or the levels thereof.

B. Lead-Based Paint. If the building were built before 1978, there might be lead-based paint present. SELLER has no knowledge of lead-based paint and/or lead-based paint hazards in the building and has no reports or records pertaining to lead-based paint and/or hazards in the building. BUYER waives any lead-based paint assessment period.

C. Property Inspection. BUYER has inspected the property, or hereby waives the need for inspecting the property. BUYER understands the importance of getting an independent property inspection and has thought about this before bidding upon the property and signing this Agreement.

D. Fixtures and Personal Property. No warranty is given to Buyer as to the working / functional condition of any fixtures or equipment that shall remain on property. All other personal property that is not a fixture is reserved to SELLER, which personal property may be removed prior to settlement. Any personal property remaining on the property at the time of settlement shall become the property of the BUYER.

E. Ventilation / Mold. The SELLER makes no representations or warranties with regard to mold or the absence of mold, adequate or inadequate air exchange or venting, or any other matters of construction wherein mold may be present in the real estate.

F. "As Is". The property is being sold "AS IS" at the time of sale. The SELLER herein makes no representations or warranties as to the condition of the real estate or any improvement or structure erected on the real estate, including without limitation, any system or portion thereof. The BUYER accepts the property "AS IS". No representation is made or warranty given regarding the presence or absence of any hazardous or toxic substances, materials or waste, or that the real estate is in compliance with any federal, state or local environmental laws or regulations. The BUYER waives any and all claims for any liability imposed through any environmental actions. This agreement shall survive closing. The SELLER is the fiduciary of the estate of an incapacitated person and therefore the Guardian, as personal representative, will not deliver a disclosure to BUYER inasmuch as they are not required by law to do so.

10. Financing. This contract is in no way contingent upon the BUYER's ability to obtain financing. In the event the BUYER does obtain financing, the SELLER will not pay points, settlement costs, or otherwise render financial assistance to the BUYER in this regard.

11. Dispute Over Hand Monies. In the event of a dispute over entitlement of hand money deposits, SELLER or counsel for the SELLER holding the deposit shall retain the monies until the dispute is resolved. In the event of litigation for the return of deposit monies, SELLER or counsel for the SELLER holding hand money shall distribute the money as directed by a final order of court or a written agreement of the parties. BUYER and SELLER agree that, in the event any agent of SELLER is joined in the litigation for the return of deposit monies, attorney's fees and costs of the agent will be paid by the party joining the agent.

12. Zoning. The BUYER acknowledges that no representation whatsoever is made concerning the use of the property that may be permitted under local zoning ordinances, and BUYER has satisfied himself that the zoning of the property is satisfactory for his contemplated use thereof. The BUYER hereby waives any applicable requirement for the SELLER to provide a certification of zoning classification prior to settlement pursuant to the Disclosure Act of July 27, 1955, P.L. 288, Section 3, as amended and reacted (21 P.S. Section 613).

Buyer's Initials _____

Seller's Initials: _____

13. Entire Agreement. This Agreement represents the entire Agreement between the parties, and supersedes any previous Agreements or understandings, oral or written. This Agreement may not be changed or modified except in a writing signed by the parties and executed with the same degree of formality as this Agreement.

(a) This Agreement of Sale shall also incorporate the Conditions of Sale.

14. This Agreement shall survive closing.

SELLER: Estate of Verna Stambaugh a/k/a Verna E. Stambaugh,
an Incapacitated Person

Dated: _____ By: _____
Scott Rutkowski, President,
Emerald Guardian Services, LLC
Plenary Guardian of the Estate

BUYER:

Dated: _____

Buyer's Initials _____

Seller's Initials: _____

ACCEPTANCE BY BUYER(S):

I/We _____

of _____

Telephone No: _____

Social Security No(s): _____

hereby acknowledge that I/we have become the BUYER(S) of real estate and all improvements thereupon, located at: 2040 Lycan Drive, York PA 17408 Property ID # 510002300490000000, (the "Premises"), titled in the name of The Preston R. Stambaugh and Verna E. Stambaugh Revocable Living Trust of which Verna E. Stambaugh, an Incapacitated Person, is the surviving Trustee, and for whom the Court of Common Pleas of York County, Pennsylvania, has appointed Emerald Guardian Services, LLC, a Pennsylvania Limited Liability Company, as Plenary Guardian of her Estate, as described in the foregoing Agreement

for the total contract purchase price of \$ _____ subject to the foregoing conditions of sale with which I/we agree to comply, and intending to be bound legally,

WITNESS my/our hands and seals this _____ day of _____, 2019.

Witness

Buyer

Witness

Buyer

Contract Purchase Price (inclusive of 5% Buyers Premium) \$ _____

Handmoney delivered to Jennings and Grosh, Inc. \$ _____

Balance due at final settlement (not including closing costs) \$ _____

Jennings and Grosh, Inc. Dated: _____
15 Hykes Mill Rd.
York Haven, PA 17370
P: 717-268-0020
F:866-657-2501

By: _____
Billie J. Jennings, President
Jennings and Grosh, Inc.

Estate of Verna Stambaugh, AIP
Emerald Guardian Services, LLC
Scott Rutkowski, President Dated: _____
PO Box 7351
York, PA 17404

Estate of Verna Stambaugh, AIP
By: _____
Scott Rutkowski, President
Emerald Guardian Services, LLC
Plenary Guardian of the Estate of Verna Stambaugh

Buyer's Initials _____

Seller's Initials: _____