

AGREEMENT FOR THE SALE OF REAL ESTATE (88-3) THIS FORM IS RECOMMENDED AND APPROVED FOR BUT NOT RESTRICTED TO USE BY MEMBERS OF THE PENNSYLVANIA ASSOCIATION OF REALTORS. (REV. 3-85)

- COPIES**
- 1. White - Seller
 - 2. Yellow - Agent
 - 3. Pink - Buyer
 - 4. Blue - Mortgage
 - 5. Gold -
 - 6. Green - Buyer's copy at time of signing

AGENT FOR THE SELLER
SUB AGENT FOR SELLER
PA. LICENSED BROKER
PA. LICENSED BROKER

This Agreement is made this 19th day of November, 1986

1. PRINCIPALS (1-78) Between **Provident National Bank, Richard S. Schweiker and Sylvia S. Strasburg, trustees under will of Blanche S. Schweiker** and Township of Worcester, hereinafter called **Seller**,

(residing at _____ Zip _____) hereinafter called **Buyer**,

2. PROPERTY (3-85) Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase, **THAT CERTAIN** lot or piece of ground with buildings and improvements thereon erected, if any, known as **Lots 3, 4 and 5, Meadowood Subdivision Section** in the Township of **Worcester**, County of **Montgomery**, State of **Pennsylvania**, Zip _____, Zoned _____

3. TERMS (3-85) (a) Purchase Price - Two Hundred Thousand Dollars which shall be paid to the Seller by the Buyer as follows:

- (b) Cash or check at signing this agreement: **20,000.00**
 - (c) Cash or check to be paid on or before: **180,000.00**
 - (d) Cash or certified check at time of settlement: **180,000.00**
- TOTAL: \$ 200,000.00**

(f) Written approval of Seller to be on or before: **See Section 5 (c)**
(g) Settlement to be made on or before: **December 15, 1986**
(h) Conveyance from Seller will be by **simple deed of conveyance, trustee's warranty**
(i) Payment of transfer taxes will be divided equally between Buyer and Seller.
(j) The following shall be apportioned pro-rata as of and at time of settlement: **transfer taxes, recording fees, and other taxes and charges levied and assessed against the property.**

4. MORTGAGE CONTINGENCY (3-85) This sale is NOT contingent upon any mortgage financing except as hereinafter provided.

5. SPECIAL CLAUSES
(a) This sale is NOT contingent in any manner upon the sale or settlement of any other real estate except as hereinafter provided.

Under attached hereto containing Sections 5 (b) to 5 (e) is hereby made a part of this Agreement.

As witness hereof, the parties have hereunto set their hands and seals at _____ on the _____ day of _____, 1986.

BUYER

BUYER

BUYER

APPROVAL BY SELLER

SELLER

- NOTICES & ASSESSMENTS (3-85)** (a) Seller represents as of the approval date of this agreement, that no public improvement, condominium or homeowner association assessment has been made against the premises which remain unpaid and that no notice by any government or public authority has been served upon anyone on the Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances, which uncorrected unless otherwise specified herein.
- (b) If required by law, Seller shall deliver to Buyer on or before settlement, a certification from the appropriate municipal department or departments disclosing notice of any uncorrected violation of zoning, housing, building, safety or fire ordinances.
- (c) Seller will be responsible for any notice of improvements or assessments received on or before the date of Sellers approval of this agreement unless improvements consist of sewer or water lines not in use.
- (d) Buyer will be responsible for any notice served upon Seller after the approval date of this agreement and for the payment thereafter of any public improvement, condominium or homeowner association assessments.

- 7. TITLE AND COSTS (3-85)**
- (a) The premises are to be conveyed free and clear of all liens, encumbrances, and easements, EXCEPTING HOWEVER, the following existing building restrictions, ordinances, easements of roads, easements visible upon the ground, privileges or rights of public service companies, if any; otherwise the title to the above described real estate shall be good and marketable or such as will be insured by a reputable Title Insurance Company at the regular rates.
- (b) In the event the Seller is unable to give a good and marketable title or such as will be insured by a reputable Title Company, subject to aforesaid, Buyer shall have the option of taking such title as the Seller can give without abatement of price or of being repaid all monies paid by Buyer and the Seller off account of the purchase price and the Seller will reimburse the Buyer for any costs incurred by the Buyer for the items specified in paragraph 7(c) items (1), (2), (3), and in paragraph 7(d); and in the latter event there shall be no further liability or obligation on either of the parties hereto and this agreement shall become NULL AND VOID and all copies will be returned to Seller's agent for cancellation.
- (c) The Buyer will pay for the following:

- (1) The premium for mechanics lien insurance and/or title search, or fee for cancellation of same, if any.
 - (2) The premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any.
 - (3) Appraisal fees and charges paid in advance to mortgagee, if any.
 - (4) Buyer's normal settlement costs and accruals.
- (d) Any survey or surveys which may be required by the Title Insurance Company or the abstracting attorney, for the preparation of an adequate legal description of the premises (or the correction thereof), shall be secured and paid for by the Seller. However, any survey or surveys desired by the Buyer or required by his/her mortgagee shall be secured and paid for by the Buyer.

- 8. FIXTURES, TREES, SHRUBBERY, ETC. (1-81)** All existing plumbing, heating and lighting fixtures (including chandeliers and systems appurtenant thereto and forming a part thereof) and other permanent fixtures, as well as all ranges, laundry tubs, TV antennas, mats and rotor systems, together with wall to wall carpeting, storm sash and/or doors, shades, awnings, venetian blinds, couplings for automatic washers and dryers, etc., radiator covers, cornices, kitchen cabinets, drapery rods, drapery rod hardware, curtain rods, curtain rod hardware, all trees, shrubbery, plantings now in or on property, if any, unless specifically excepted in this agreement, are included in the sale and purchase price. None of the above mentioned items shall be removed by the Seller from the premises after the date of this agreement. Any remaining heating and/or cooking fuels stored on the premises at time of settlement are also included under this agreement. Seller hereby warrants that he will deliver good title to all of the articles described in this paragraph, and any other fixtures or items of personal property specifically scheduled and to be included in this sale.

- 9. DEPOSIT AND RECOVERY FUND (5-85)** Deposits or hand monies shall be paid to agent for Seller, who shall retain the same until consummation or termination of this agreement in conformity with all applicable laws and regulations. Agent for the Seller may, at his/her sole option, hold any uncashed check tendered as deposit or hand monies, pending the acceptance of this offer. A real estate recovery fund exists to reimburse persons who have suffered monetary loss and have obtained an uncollectable judgment due to fraud, misrepresentation or deceit in a real estate transaction by a Pennsylvania licensee. For complete details, call 717-783-3650.

- 10. POSSESSION AND TENDER (3-85)**
- (a) Possession is to be delivered by deed, keys and physical possession to a vacant building (if any) broom clean, free of debris at day and time of settlement, or by deed and assignment of existing lease(s) at time of settlement if premises is tenant occupied at the signing of this agreement, unless otherwise specified herein. Buyer will acknowledge existing lease(s) by initialing said lease(s) at time of signing of this agreement of sale if tenant occupied.
- (b) Seller will not enter into any new leases, written extension of existing leases, if any, or additional leases for the premises, without express written consent of the Buyer.
- (c) Formal tender of an executed deed and purchase money is hereby waived.
- (d) Buyer reserves the right to make a pre-settlement inspection of the subject premises.

- 11. MAINTENANCE AND RISK OF LOSS (3-85)**
- (a) Seller shall maintain the property (including all items mentioned in paragraph #8 herein) and any personal property specifically scheduled herein in its present condition, normal wear and tear excepted, until time of settlement. In the event of damage to any property included in this sale by fire or other casualties, not repaired or replaced prior to settlement, Buyer shall have the option of rescinding this agreement and receiving monies paid on account of accepting the property in its then condition together with the proceeds of any insurance recovery obtainable from Seller. Buyer is hereby notified that he may insure his equitable interest in this property as of the time of the acceptance of this agreement.

- 12. RECORDING (3-85)** This agreement shall not be recorded in the Office for the Recording of Deeds or in any other office or place of public record and Buyer causes or permits this agreement to be recorded, Seller may elect to treat such as a breach of this agreement.

- 13. ASSIGNMENT (3-85)** This agreement shall be binding upon the parties, their respective heirs, personal representatives, guardians and successors, to the extent assignable, on the assigns of the parties hereto, it being expressly understood, however, that the Buyer shall not transfer or assign this agreement without the written consent of the Seller.

- 14. DEFAULT (1-79)** The said time for 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. Should the Buyer fail to perform any of the obligations of this agreement, then in such case, all deposit money and other sums paid by the Buyer on account of the purchase price, whether required by this agreement or may be retained by the Seller:
- (1) On account of the purchase, or
 - (2) As monies to be applied to the Seller's damages, or
 - (3) As liquidated damages for such breach,
- as the Seller may elect, and in the event that the Seller elects to retain the monies as liquidated damages in accordance with paragraph #14(3) Seller shall be released from all liability or obligations and this agreement shall be NULL AND VOID and all copies will be returned to the Seller's agent for cancellation.

- 15. AGENT(S) (3-85)** It is expressly understood and agreed between the parties that the named Agent, Broker, and any Sub Agent, Broker and salespeople, employees, officers and or partners, are Agent(s) for the Seller, not the Buyer, however, the Agent(s) may perform services for the Buyer in connection with financing, insurance and document preparation.

- 16. REPRESENTATIONS (3-85)** It is understood that Buyer has inspected the property, or hereby waives the right to do so and has agreed to purchase it result of such inspection and not because of or in reliance upon any representation made by the Seller or any other officer, partner or employee of S or by the Agent, Sub Agent, if any, of the Seller, their salespeople and employees, officers and or partners. It is further understood that this agreement on the whole agreement between the Seller and the Buyer and there are no other terms, obligations, covenants, representations, statements or conditions or otherwise of any kind whatsoever concerning this sale. Furthermore, this agreement shall not be altered, amended, changed or modified except in writing executed by the parties.

APPROVAL BY BUYER
 WITNESS AS TO BUYER... *A.T. East*
 WITNESS AS TO BUYER... *Secretary*

BUYER *Worcester Township*
By: [Signature] Vice Chairman
 BUYER..... (S)
 BUYER..... (S)
 BUYER..... (S)

APPROVAL BY SELLER
 Seller hereby approves the above contract this day of A.D. 19.....
 and in consideration of the services rendered in procuring the Buyer, Seller agrees to pay the named Agent a fee of
 and in consideration of the services rendered hereunder, any monies paid on account shall be divided

RIDER TO AGREEMENT OF SALE DATED
NOVEMBER 1986 BETWEEN TRUSTEES UNDER THE WILL OF
BLANCHE SCHWEIKER ("SELLER") AND TOWNSHIP OF WORCESTER ("BUYER")

5(b) In accordance with the Pennsylvania Sewage Facilities Act, notice is hereby given that Lots 3, 4 and 5 are not serviced by any community sewage system and that a permit for an individual sewage system will have to be obtained pursuant to Section 7 of that Act.

5(c) Seller's solicitation of offers on the terms described herein shall terminate as of the close of business on Tuesday, November 18, 1986 unless Seller shall have received an offer duly executed by Buyer before such time. Any offer made by Buyer shall expire if not accepted by Seller not later than 7 business days after receipt of Buyer's offer.

5(d) Seller is hereby relieved of any and all obligations of Seller under the Developer's Agreement dated March 5, 1982 between the Seller and Worcester Township, as amended, (the "Developer's Agreement") with respect to Section 1 of the Meadowood Subdivision. At settlement, Seller shall assign to Buyer Seller's rights under that certain Agreement of Assumption and Indemnity dated April 1, 1982 between Seller and Anthony P. Heck and Eileen M. Heck with respect to Section 1 of the Subdivision. It is the intention of the parties that after the date hereof Seller shall have no responsibility or liability under the Developer's Agreement with respect to any work required under the Developer's Agreement with respect to Section 1. The terms of this section 5(d) shall survive settlement.

5(e) Seller shall convey Seller's rights in and to a certain fifty (50) feet wide access easement leading from Hollow Road to the Lots as shown on the plan of subdivision for Meadowood prepared by Herbert M. Metz, Inc.

BUYER:
TOWNSHIP OF WORCESTER

BY: John F. Kelly
Vice Chairman

ATTEST:
George J. Jones
Secretary

SELLER: TRUSTEES UNDER WILL OF
BLANCHE S. SCHWEIKER

PROVIDENT NATIONAL BANK, TRUSTEE

BY: J. F. Lurvey

BY: Richard S. Schweiker
Richard S. Schweiker, Trustee

BY: Sylvia Schweiker Strasburg
Sylvia Schweiker Strasburg,
Trustee