



# JAY EDWARDS & ASSOCIATES, LLC

1310 E. CHURCHVILLE RD, BEL AIR, MARYLAND 21014

Ph: 410-569-4125 or 800-992-9045 Fax: 410-569-8556

Real Estate Auction Specialists

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## AUCTION CONTRACT OF SALE

This Contract of Sale, made this **4<sup>th</sup> day of November, 2021**; by and between,

**Tina K. Stevens and Michelle L. Matthews, Executrixes in the Estate of Alfred L. Mabe, Jr., “Sellers”** and

\_\_\_\_\_, “Buyer” recites:

Witness that subject to the terms and conditions set forth herein and intending to be legally bound hereby, the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former, at Public Auction, the following described property:

All that 1.2507 acre tract of land and improvements thereon, lying situate and being in Peach Bottom Township, York County, State of Pennsylvania, as described in the Land records in Book 1966, Page 0970 and is further described in the Tax Records as Parcel 43-000-04-0127.00-00000

The property is further known as:  
**252 McCall Road, Delta, PA 17314**

At and for a price of \$ \_\_\_\_\_ and buyer’s premium of \$ \_\_\_\_\_ bringing the total sale price to: \$ \_\_\_\_\_; of which **\$7,500.00** has been paid prior to the signing of this contract. The balance of the purchase price shall be paid in cash at the time of settlement, which shall be on or before the **3<sup>rd</sup> day of January, 2022; time being of the essence.**

Upon payment as above provided of the unpaid purchase money, a personal representatives deed for the property shall be executed at the Buyer’s expense by the Seller which shall convey the property to the Buyer. Title to the property is hereby expressly warranted by Sellers to be good and marketable, which for purposes of this agreement is hereby defined as such title as will be insured by any reputable title insurance company at its regular rates. The premises are sold free of liens and encumbrances, except for publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property and the Land Records of York County, Pennsylvania. The current legal description shall not be deemed to be a defect in title, and it shall not be considered to be an impairment to insurability which Seller is required to correct as more fully set forth herein. Any survey required or requested by any Lender, attorney or title company because of the current legal description shall be done at the sole expense of Buyer.





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## **AUCTION CONTRACT OF SALE (continued)**

**ADEQUATE OPPORTUNITY HAVING BEEN GIVEN TO PROSPECTIVE PURCHASERS TO INSPECT THE PROPERTY, THE PROPERTY HEREIN DESCRIBED IS BEING SOLD IN "AS IS" CONDITION WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, EXCEPT AS STATED HEREIN. THIS INCLUDES ANY WELL AND/OR SEPTIC SYSTEMS. BUYER WAIVES THE RIGHT TO ANY FURTHER INSPECTIONS OTHER THAN THE SEPTIC INSPECTION REQUIRED BY PEACH BOTTOM TOWNSHIP, WHICH INSPECTION AND ANY REPAIRS REQUIRED BY SEPTIC INSPECTION SHALL BE PAID FOR BY THE BUYER.**

In the event that the Seller shall be unable to convey to Buyer a good and merchantable title, the Buyer may, at his sole election, require that the Seller return to the Buyer all deposit moneys. After such payment, neither party shall have any further liability to the other and this agreement shall terminate and have no further force or effect.

If buyer breaches this contract, then Buyer forfeits the \$7,500.00 (Seven Thousand Five Hundred Dollars) deposit and such additional sum of money as will fully compensate Seller upon a resale of the said premises. Further; Seller reserves the right to pursue any remedies available to him, including but not limited to resale of the subject property at Buyers expense, without notice to the Buyer. Buyer shall be liable for all expenses and loss resulting from such resale. All Seller's remedies shall be cumulative.

Ground rent (if any), rent and water shall be adjusted and apportioned as of the date of settlement. All taxes, general or special, and all other public or governmental charges or assessments against the premises (which are or may be payable on an annual basis) (including metropolitan district, sanitary commission or other benefit charges), are to be adjusted and apportioned as of the day of sale and are to be assumed and paid thereafter by the Buyer. The cost of all documentary stamps, as required by law, recordation tax, agricultural transfer tax and transfer tax if any; where required by law shall be paid by the Buyer.

POSSESSION of the property shall be given to the Buyer at settlement.

The property is to be held at the risk of Seller until legal title has passed or possession has been given to the Buyer. Seller agrees to immediately cause Buyer to be named as co-insured on any insurance policies presently in existence on the subject property as their interests may appear.





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## **AUCTION CONTRACT OF SALE (continued)**

Formal tender of deed and tender of money is hereby waived.

This contract contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions or representations not herein written. The parties hereto hereby bind themselves, their heirs, personal representatives, successors and assigns for the faithful performance of this contract. The Auctioneer acts only as agent between Seller and Buyer and is not liable for any damages or claims resulting from this Contract.

**THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.**

Witness the hands and seals of the parties hereto, the day and year first written above.

WITNESS TO ALL:

\_\_\_\_\_

\_\_\_\_\_  
**SELLER: Tina K. Stevens, Executrix in the Estate of Alfred L. Mabe, Jr.**

\_\_\_\_\_

\_\_\_\_\_  
**SELLER: Michelle L. Matthews, Executrix in the Estate of Alfred L. Mabe, Jr.**

\_\_\_\_\_

\_\_\_\_\_  
**BUYER:**

\_\_\_\_\_

\_\_\_\_\_  
**BUYER:**

DRIVERS LICENSE #  
& EXPIRATION

\_\_\_\_\_

BUYER'S PHONE #:

\_\_\_\_\_

PRESENT ADDRESS:

\_\_\_\_\_

EMAIL ADDRESS:

\_\_\_\_\_

