



7164 Route 209, Suite 810
Stroudsburg, PA 18360

Conditions of Sale

Of land and improvements of the real and personal property at 243 Forest Lane, Stroudsburg, Monroe County, Commonwealth of Pennsylvania, as described herein:

**Said real and personal property to be sold by Legacy Auction & Realty, AY002051
on Saturday, September 16th 2017 at 12 PM**

Registered bidders: Your bid is conclusive proof that you have read and/or heard and understand these terms and conditions of sale:

This agreement made and concluded Saturday, September 16th 2017, witnesseth that SELLER, by Legacy Auction & Realty, AGENT, agrees to sell, and (BUYER) agrees to buy the real property herein described as follows: 243 Forest Lane, Stroudsburg, PIN: 08637104615665, Parcel # 08/1/2/22, Deed Book/Page: 1890-416, including all the personal property herein.

**Property is presented for sale as an Absolute Auction.
The highest bidder shall be declared the BUYER.**

It is understood the BUYER has inspected the subject real estate, and the BUYER agrees to purchase the subject real estate at auction as a result of such inspection, and not because of, or in reliance upon, any oral or written representation made by the SELLER or by any agent of the SELLER, and that the BUYER agrees to purchase the subject real estate in an "as is" condition without any representation of SELLER to perform repairs or make replacements to said premises.

This document (items 1-15) contains the whole agreement between the SELLER and the BUYER:

1. The total purchase price agreed for the sale of this property is to be determined by you, free and clear of all liens and encumbrances and subject to all existing restrictions, easements, recorded agreements and covenants, zoning regulations, ordinances, statutes and regulations of any constituted public authority now in force or which may be passed prior to final settlement under the following terms and conditions.
2. BUYER agrees to pay buyer's premium of ten per cent (10%) of final hammer price to Legacy Auction & Realty. Earnest money deposit of the same amount made herewith shall be held by Legacy Auction & Realty until consummation or termination of this agreement.
3. The balance of the purchase price shall be paid in cash at the time of final settlement and delivery of deed which shall take place on or before Monday, October 16th 2017, up to 30 days from the date hereof unless extended by mutual agreement in writing.
4. BUYER hereby acknowledges that he is purchasing this property strictly as-is with no warranties or guarantees of any kind.

5. Good and marketable title as will be insured by any reputable title insurance company will be provided at final settlement, otherwise the BUYER shall be re-paid only the deposit money paid on account, and whereupon the SELLER's liability absolutely ceases.
6. BUYER is hereby notified that it is his responsibility to insure his interest in the said property at his own cost or expense.
7. All state, county, township and local transfer and sales taxes imposed on the sale of this property shall be divided and borne equally between the BUYER and the SELLER.
8. Taxes and rental income shall be apportioned to day of final settlement.
9. Should BUYER fail to make settlement as provided herein, the sums paid on account shall be retained by the SELLER and shall be disbursed first to Legacy Auction & Realty in satisfaction of any commission and expenses due, the balance to be retained by SELLER as liquidated damages if SELLER so elects. SELLER shall have the right to pursue any and all other claims against BUYER for damages for breach of this agreement.
10. Possession shall be delivered by deed at the time of final settlement. All costs for deed preparation, acknowledgment, recording, title searches, title insurance and usual conveyance expenses and survey costs (if required) shall be paid by the BUYER.
11. It is understood and agreed that Legacy Auction & Realty is acting as Agent only and shall in no case whatsoever be held liable by either party for the performance of any item or covenant of this agreement or for damages for non-performance thereof.
12. BUYER acknowledges that he has inspected the premises and enters this agreement to purchase as a result of said inspection and not as a result of any advertisement or announcement made by SELLER and/or Agent.
13. The information provided has been obtained from sources deemed reliable but SELLER and/or Agent shall not be held responsible for their accuracy. Legacy Auction & Realty makes no representations as to the uses which may be made of the premises. BUYER should contact the appropriate municipality to determine the zoning classification and permitted uses or the requirements of any ordinance which may apply to the land and the buildings erected thereon.
14. All personal property located within the subject premises shall be part of this sale, and included in the purchase price.
15. At settlement, BUYER shall be responsible for payment for the full tank of propane, at \$TBD and serviced by AmeriGas.

- This document (items 1-15) contains the whole agreement between the SELLER and the BUYER, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale. Any changes or additions to this Condition of Sale Agreement must be made in writing and executed by the parties hereto.
- The high bidder shall be the BUYER. At that, the BUYER becomes the owner of the subject realty, and should make adequate provision for the protection of same.
- This sale is in no manner contingent upon the procurement of financing for the purchase of subject real estate by the BUYER, and no mortgage contingencies exist herein. This sale is in no manner contingent upon inspection or appraisal results.
- Services of an attorney/title agency to facilitate settlement shall be at the choice of the BUYER.
- Taxes and all other periodic realty costs, if any, shall be prorated as of the date of settlement. All real estate transfer taxes will be divided equally between the BUYER and the SELLER at the time of payment of the balance.
- SELLER and AGENT make no warranties or guarantees, expressed or implied, as to the condition of said premises or as to the quantity, quality, condition and/or usability of the structures or any equipment or fixtures located on said premises.
- Unless you are a cash buyer, we strongly advise our Buying clients to get a mortgage approval 30 to 60 days prior to auction day. That way:
 - (1) Any potential issues can be addressed before signing the contract
 - (2) You can determine an appropriate maximum for your high bid and earnest money
 - (3) You'll have a pre-approval letter acknowledging what you're financially approved for, so your offer can strongly compete against others