

AGREEMENT OF SALE

MADE this _____ day of April, 2025 between Max E. McDonald, Jr., Executor of the
Estate of Carol B. Elsasser, deceased (hereinafter called Seller), and
_____, (hereinafter called Buyer).

WITNESSETH, that Seller agrees to sell and convey to Buyer who agrees to purchase
and pay for:

ALL THAT CERTAIN tract of land situate in Tuscarora Township, Perry
County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point at or near the center of State Route No. 17, also known as
Raccoon Valley Road, said point being at corner of land now or formerly of John
Buffington; thence along or near the center of State Route No. 17 South 78° 12'
07" West, 431.13 feet to a point; thence along same South 81° 03' 15" West,
330.00 feet to a point in or near the center of said road; thence along lands now or
formerly of Gregory Bitting (through an iron pin at 25.00 feet) North 19° 41' 57"
West, a total of 396.00 feet to an iron pin; thence along same North 69° 05' 37"
East, 264.00 to an iron pin; thence along lands now or formerly of Gregory
Bitting and lands now or formerly of William J.B. McDonald, North 14° 44' 10"
West, 1814.00 feet to an iron pin, which is also the common corner of lands now
or formerly of the said William J.B. McDonald and lands now or formerly of
Clarence Kauffman; thence along lands now or formerly of Clarence Kauffman,
North 70° 32' 51" East, 1369.50 feet to an iron pin, a common corner of lands
now or formerly of Clarence Kauffman and lands now or formerly of Harry R.
Bixler; thence along lands now or formerly of Harry R. Bixler, the following nine
courses and distances: 1) South 8° 50' 09" West, 210.79 feet to an iron pin; 2)
South 37° 09' 51" East, 210.79 feet to an iron pin; 3) South 26° 09' 51" East,
178.36 feet to an iron pin; 4) South 8° 50' 09" West, 470.22 feet to an iron pin; 5)
S 0° 09' 51" East, 243.22 feet to an iron pin; 6) South 6° 50' 08" West, 551.29
feet to a White Oak; 7) South 56° 50' 08" West, 45.66 feet to an iron pin; 8) South
8° 29' 33" East, 668.95 feet, across State Route 17, to an existing post; and 9)
South 6° 10' 42" East, 1264.96 feet to existing stones, a common corner of lands
now or formerly of Harry R. Bixler and lands now or formerly of Robert L.
Brickner; thence along lands now or formerly of Robert L. Brickner South 75° 25'
12" West, 202.09 feet to existing stones, a common corner of lands now or
formerly of Robert L. Bricker and lands now or formerly of John Buffington;
thence along lands now or formerly of John Buffington (through an iron pin at

1251.46 feet) North 10° 32' 39" West, a total of 1270.18 feet, to the point and place of Beginning.

SUBJECT nevertheless to a right-of-way, referred to in the deed recorded in Deed Book 171, page 101, Perry County records, leading from the State Highway to the woodland which adjoins this property to the north.

CONTAINING 69.793 acres in accordance with a survey done by Stephen P. Reisinger, Registered Professional Land Surveyor on December 9, 1988.

(hereinafter called Premises) upon the terms and conditions as follows, to wit:

1. Buyer agrees to pay for Premises the sum of _____ Dollars, in cash, as follows:
 - a) Seventy thousand and 00/100 (\$70,000.00) Dollars, the receipt hereof by Seller is hereby acknowledged; and
 - b) the balance of _____ Dollars, in cash, at the time of settlement.
2. Deposit monies are nonrefundable and will be forfeited to Seller if Buyer does not tender the balance of the purchase price in a timely manner and Seller is in full compliance with this agreement.
3. The Agreement of Sale is not contingent upon the Buyer obtaining financing.
4. At settlement, Seller shall deliver to Buyer a fiduciary warranty deed to Premises, free and clear of all liens, encumbrances and easements, excepting the following: existing building restrictions, covenants, easements of roads, privileges and rights of public service companies, agreements, plans and any other matter howsoever designated of record, and easements visible from an inspection of the parties. Otherwise, title to the described real estate shall be good and marketable and insurable by any reputable title insurance company licensed in Pennsylvania.
5. Possession shall be surrendered at the time of settlement which is scheduled for on or before May 30, 2025.
6. All realty transfer taxes shall be paid by Buyer.
7. Real estate taxes, utilities and the like shall be apportioned to the date of settlement.

8. Premises and improvements thereon erected are being sold “AS IS,” WITHOUT WARRANTY, express or implied, and WITHOUT REPRESENTATION, express or implied, as to the condition, safety, operation, function or habitability thereof and any and all heating, plumbing, water, septic, sewer, electrical, cooling, insulation and roofing system connected therewith. Buyer declares that he has heretofore inspected Premises and improvements, if any, thereon erected and is familiar therewith and accepts Premises and improvements, if any, thereon erected without benefit of express and implied warranties and subject to all latent or hidden defects and conditions.

9. This Agreement shall not be lodged in any public office of record.

10. As used herein, the singular shall be deemed to include the plural and the masculine shall be deemed to include the feminine and neuter.

11. This Agreement extends to and binds the heirs, executors, administrators and assigns of Seller and Buyer.

12. There are no real estate commissions or fees due on the sale of subject real estate. All auctioneer's fees are the sole obligation of Seller.

13. Seller shall maintain the property in its present condition, normal wear and tear excepted. Seller shall bear risk of loss from fire or other casualty until time of settlement. In the event of damage to the property by fire or other casualty, Buyer shall have the option of rescinding this Agreement and receiving money paid on account or of accepting the property in its then condition with the proceeds of any insurance recovery obtainable by Seller.

14. The Conditions of Sale dated April 19, 2025 are attached hereto and incorporated herein by reference as though fully set forth herein.

IN WITNESS WHEREOF, the Seller and Buyer have duly executed this Agreement the day and year first above written, intending to be legally bound hereby.

Witness

Seller

Witness

Buyer