

**TERMS AND CONDITIONS FOR
PUBLIC SALE OF REAL ESTATE
OF
ANN R. MALCOLM, JOHN M. MALCOLM and REBECCA L.
MALCOLM-NAIB**

The undersigned, **ANN R. MALCOLM, JOHN M. MALCOLM and REBECCA L. MALCOLM-NAIB**, hereinafter referred to "Sellers", hereby offers the following real estate at public sale:

ALL THAT CERTAIN tract of land, situate within Upper August Township, Northumberland County, Commonwealth of Pennsylvania, being identified as Lot 2 on the Subdivision Plan for Ann R. Malcolm, John M. Malcolm, & Rebecca L. Malcolm, prepared by All Points Land Surveys, Inc. and recorded in Northumberland County Map Book 88, Page 30, bounded and described as follows:

BEGINNING at a point in the center of a concrete bridge, said point being the Southeastern most corner of Lot-1 of the attached plan;

Thence, along Lot-1 of the attached plan, North 15°46'14" West a distance of 97.00 feet to a steel pin (set);

Thence, along the same, South 84°28'45" West a distance of 100.00 feet to a steel pin (set);

Thence, along Addon-1 of the attached plan, North 05°31'15" West a distance of 36.00 feet to a steel pin (set);

Thence, along the same, South 84°28'45" West a distance of 128.43 feet to a steel pin (set);

Thence, along the same, North 24°18'30" West a distance of 234.95 feet to a steel pin (set);

Thence, along Residue, Lot-3 of the attached plan, North 65°41'30" East a distance of 411.36 feet to a steel pin (set);

Thence, along the same, North 42°52'15" East a distance of 328.61 feet to a steel pin (set);

Thence, along the same, South 39°59'15" East, through a steel pin (set) at a distance of 550.35 feet, a total distance of 566.85 feet to a point in SR 4006 (Mile Hill Road);

Thence, along the same and along and through SR 4006, South 49°36'30" West a distance of 428.40 feet to a point;

Thence, along lands now or formerly of Randy D. Gordon, South 57°59'25" West a distance of 243.00 feet to a point;

Thence, along Addon-1 of the attached plan, North 34°59'35" West, through a steel pin (set) at a distance of 42.00 feet, a total distance of 133.34 feet to a point the place of beginning.

Containing a total of 9.01 acres of land, including a 2-story dwelling and other improvements.

Subject to Easements, Rights-of-way, and Notes per attached plan.

BEING FURTHER IDENTIFIED as Lot 2 of the Subdivision Plan for Ann R. Malcolm, John M. Malcolm, & Rebecca L. Malcolm, prepared by All Points Land Surveys, Inc. and recorded in Northumberland County Map Book 88, Page 30.

UNDER AND SUBJECT to a Right of Way and Maintenance Agreement recorded in Northumberland County Record Book 3339, Page 856.

Premises identified by municipal address 3459 Mile Hill Road, Sunbury, PA 17801.

The terms and conditions of sale are as follows:

1. The auctioneer shall control the bidding and he shall resolve any and all disputes arising from the bidding.
2. The Sellers reserves the right to accept or reject any or all bids and the right to withdraw the real estate from bidding and re-offer same at a later time.
3. The Buyer(s) shall pay Sellers ten percent (10%) of the purchase price for the real estate and must sign a written agreement of sale; failure to do so shall void the sale, and the Sellers may re-offer said real estate. The money shall be paid in certified funds and payable to RHP Law Group LLC. The funds shall be held in RHP Law Group LLC escrow account until closing.
4. In the event of the default of the Buyer(s) of any of these terms and conditions and the terms of the agreement, said deposit of ten percent (10%) Dollars of the purchase price shall be forfeited to the Sellers as damages fairly liquidated and ascertained for the breach hereof, and the Sellers shall have the right to offer said real estate again for sale without any liability to the Buyer(s) for any surplus received.
5. Settlement for the real estate and payment in full of the purchase price must be made by the Buyer(s) on or before sixty (60) days from sale date, and time shall be of the essence. However, closing shall not be before January 2, 2025.
6. Possession of the property will be given at time of settlement.
7. The Sellers shall grant and convey good and marketable title to the real estate by special Warranty Deed.
8. The Sellers shall pay for the preparation of the Deed.
9. Local real estate taxes for the year 2024 and school real estate taxes for the tax year 2024/2025 shall be prorated between the Sellers and Buyer(s) to date of settlement on a calendar year basis for county and township taxes and on a fiscal year basis for school taxes.
10. Pennsylvania and Local Realty Transfer Taxes shall be paid by the Buyer(s) and Sellers.
11. Each party shall be responsible for their attorney fees.

12. It is understood and agreed that the Buyer(s) shall purchase the property and improvements in an **as is** condition and that Sellers make no warranties with respect to the condition of the property, the uses which may be made of the property or any other matter relating to the property and improvements; the improvements to the property, including but not limited to wells, plumbing, heating and electrical systems, are sold **as is** without warranty or guarantee, and Buyer(s) have inspected the property, have had time to have the property professionally inspected, and agree(s) to purchase it in its present **as is** condition.

Date: November 2, 2024

REAL ESTATE SALES AGREEMENT

As Buyer of the real estate described in the foregoing Terms and Conditions, the undersigned agrees to purchase the said premises located at **3459 Mile Hill Road, Sunbury, Northumberland County, Pennsylvania**, for the sum of _____

(\$ _____ .00) Dollars.

_____, Buyer

_____, Buyer

Receipt of the ten percent (10%) deposit of the purchase price in the amount of _____ (\$.) payable in certified funds to RHP Law Group LLC is hereby acknowledged and the said Sellers herein agrees to sell the real estate situate at **3459 Mile Hill Road, Sunbury, Northumberland County, Pennsylvania**, to:

Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

for the sum of _____ (\$_____ .00) Dollars on the Terms and Conditions aforesaid.

Date: November 2, 2024

Ann R. Malcolm

John M. Malcolm

Rebecca L. Malcolm-Naib