

**TERMS AND CONDITIONS**  
**FOR SALE OF REAL ESTATE AT PUBLIC AUCTIONS**

1. The highest bidder shall be deemed the Buyer at the option of the Auctioneer. Should a dispute arise as to the bidding, the property may be immediately offered again at Public Auction between the disputing bidders only, at the option of the Auctioneer.
2. This shall be an auction that is absolute, whereby there is no minimum and no reserve. Thus, the property will be sold to the highest bid regardless of price.
3. Neither the seller nor the Auctioneer make any warranties whatsoever concerning the condition of this property. The Buyer is buying this property based on his own inspection of the property and not based on any printed or verbal description made by the Seller or Auctioneer.
4. No bidder shall advance the bidding in an amount less than is acceptable to the Auctioneer.
5. The Auctioneer reserves the right to declare recess at any time during the proceeding of the auction that he deems necessary.
6. Immediately upon the property being struck down, the purchaser shall pay **Four Thousand Dollars (\$4,000.00)** in cash or check acceptable to Seller and enter into an Agreement of Sale, to pay the balance on or before ***thirty (30)* days** from today's date: which shall be the date of final settlement.
7. The premises shall be conveyed free and clear of all liens and encumbrances, but subject, however, to any applicable provisions of municipal ordinances, otherwise title shall be good and marketable or such as will be insured by any reputable title insurance company at regular rates
8. In the event that the purchasers fail to pay the balance of the purchase price, then the down money paid shall be forfeited as liquidated damages and the purchasers shall not be entitled to the benefit of any resale.
9. These "Terms and Conditions" shall become a part of the Sales Agreement attached hereto.

Buyer initials \_\_\_\_\_

Seller initials \_\_\_\_\_

**AGREEMENT**

THIS AGREEMENT, made this 23rd day of April, 2011 between Houser Michael & Thomas Houser, hereinafter called the "Seller"

and

\_\_\_\_\_

of

\_\_\_\_\_

hereinafter called the "Buyer"

**WITNESSETH:**

That the Seller agrees to sell and convey and the Buyer agrees to purchase, ALL THAT CERTAIN message, tenement and lot or piece of ground situate in **\_\_Bethlehem City, \_\_Northampton County, Pennsylvania, known as \_\_ 918 Carlton Avenue, Bethlehem, PA. GIS PIN: 4762-15-1354-7224 and Parcel ID: P6SW3B 23 6 0204.**

The above mentioned tract(s) of land being subject to any and all exceptions and covenants and restrictions that may be contained in the foregoing deed at the price and on the terms and conditions hereinafter provided to wit:

1. The price is \_\_\_\_\_ (\$ \_\_\_\_\_ ) DOLLARS.

**Four Thousand Dollars (\$4,000.00), payable upon the signing of this agreement and the balance on or before thirty days (30) days.**

2. The premises are being sold subject to recorded building restrictions, existing zoning regulations and other municipal regulations.

3. The premises shall be free and clear of all liens and encumbrances except existing restrictions and easements visible upon inspection of the premises or easements of public utilities and highways.

4. All property appurtenant to premises, including electric fixtures, heating and plumbing fixtures, piping and wiring, domestic hot water heater, screens, screen doors, storm windows and doors, if any, is included in this sale.

5. The title shall be such as will be insured as good and marketable at regular rates by any reputable title insurance company.

Buyer initials \_\_\_\_\_

Seller initials \_\_\_\_\_

6. The risk of loss or damage to the premises by fire and lightning or perils covered by extended coverage insurance pending performance of this Agreement shall be borne by the Seller; any risk of loss or damage to the premises that is not normally insurable shall be borne by the party in possession.

7. Possession shall be delivered at final settlement.

8. Real Estate taxes upon the premises shall be apportioned as of the date of performance.

9. The expense of conveyance shall be paid as follows:

- (a) Preparation of Deed and Acknowledgment by the Seller.
- (b) State and local transfer taxes by the Seller and Buyer equally.
- (c) Survey of the premise, if desired, by the Buyer.
- (d) All other expenses shall be borne by the Buyer.

10. The performance of this Agreement shall take place at the law office of

\_\_\_\_\_, Pennsylvania on or before

\_\_\_\_\_, said time to be of the essence of this Agreement, unless extended by mutual consent, in writing, endorsed hereon and signed by the parties hereto.

11. This Agreement shall be binding upon the parties hereto, their respective heirs, personal representatives and/or assigns. Should the Buyer fail to perform as provided, the sum paid on account shall be retained by the Seller as liquidated damages and all rights of the Buyer herein shall cease and determine. Should no reputable title insurance company agree to insure the title to said premises as good and marketable at regular rates, the Seller may refund the sum paid on account by the Buyer and reimburse the Buyer for any reasonable expenditures made for title searches and application fees, or, at his option, and at his expense, may take the necessary action to make the title insurable, as aforesaid.

**12. Under the Pennsylvania Human Relations Act of October 27, 1955,P.L.744, as amended:** The Pennsylvania Legislature has made it illegal: To refuse to sell, lease, finance, or otherwise deny or withhold residential or commercial property located in the Commonwealth of Pennsylvania because of any person's. . . **Race, Color, Sex, Religious Creed, Ancestry, National Origin, Handicap or Disability, Age or Familial Status** Or To refuse to lease, or discriminate in the terms of selling or leasing, or in furnishing facilities, services or privileges in connection with the ownership, occupancy or use of any residential or commercial property because of any person's. . . **Race, Color, Sex, Religious Creed, Ancestry, National Origin, Handicap or Disability, Age or Familial Status, Use of a Guide or Support Animal Because of the Blindness, Deafness or Physical Handicap of the User or Because the User is a Handler or Trainer of Support or Guide Animals** Or Construct, operate, offer for sale, lease or rent or otherwise make available housing or commercial property which is not accessible. The term "accessible" means being in compliance with the applicable standards as provided under the **Fair Housing Act, the Americans with Disabilities Act of 1990 and the**

Buyer initials \_\_\_\_\_

Seller initials \_\_\_\_\_

**Universal Accessibility Act. IT IS ALSO UNLAWFUL FOR:** Any person to retaliate against an individual because the individual has filed a complaint with the Commission, or has otherwise participated in any Commission proceeding, or for any person to aid or abet any unlawful discriminatory practice under the Human Relations Act OR, **BECAUSE OF:** The handicap or disability of an individual with whom the person is known to have a relationship or association.

13. Fuel oil, if any, remaining in the tank shall be apportioned as of the date of performance.

14. Thomas G. Macarro, Auctioneer shall hold the down payment in a non-interest bearing account for disbursement at settlement or termination of this Agreement.

Social Security Number for the Buyer: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto intending to be legally bound have hereunto set their hands and seals the day and year first above written.

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
BUYER

RECEIVED, the day of the date of the within Agreement the sum of **Four Thousand Dollars (\$4,000.00)**, on account of the purchase price therein named.

WITNESS: \_\_\_\_\_

Buyer initials \_\_\_\_\_

Seller initials \_\_\_\_\_