



138 Trail Road, Meshoppen PA 18630  
570-767-2278  
AUCTIONEER: Brian Burke  
E-mail: info@BrianBurkeAuctions.com

## Real Estate Purchase Agreement

THIS AGREEMENT, made under the date of \_\_\_\_\_, WITNESSETH, that

Seller, agrees to sell and Buyer \_\_\_\_\_

\_\_\_\_\_ agrees to buy the following Real Estate, hereinafter referred to as ("said premises").

Real Estate belonging to Estate of James E. Davis. The property is selling in its "AS IS" condition is situated at 17 Philadelphia Ave the City of Tunkhannock, County of Wyoming and State of Pennsylvania, Deed Book 165, Page 212, for the price of

(\$ \_\_\_\_\_)

\_\_\_\_\_ dollars

plus a 3% Buyer's premium of (\$ \_\_\_\_\_) for a total of

\_\_\_\_\_ Dollars,

free and clear of all liens and encumbrances, except as may otherwise be stated in this agreement. The title to said premises shall be subject to all existing restrictions, easements, recorded agreements and covenants, right of public service companies, easements of roads, zoning regulations, ordinances, statutes and regulations of any constituted public authority, now in force or which may be passed prior to final settlement.

1. A deposit is herewithmade in the amount of (\$15,000) Fifteen Thousand Dollars toward the purchase price under this agreement. Said deposit shall be held by Brian Burke, hereinafter referred to as ("The Auctioneer") in his escrow account.

2. The balance of the purchase price shall be paid in cash at the time of final settlement and delivery of the deed which shall take place on or before 60 days (July 31, 2024) from above date, with time for settlement agreed to be of the essence of this agreement.
3. Taxes rents and other current charges, if any, shall be pro-rated on a school fiscal basis to the date of the settlement. County and Township based upon the calendar year.
4. Possession shall be delivered at the time of final settlement by special warranty deed. The Seller shall deliver a fully executed special warranty deed at the time of the settlement. The Buyer will receive possession of the property at the time of settlement.
5. All state, county or school transfer taxes imposed upon this sale shall be divided equally between the Buyer and Seller.
6. The obligation of Buyer under this Agreement of Sale shall not be excused, limited, altered by or conditioned upon Buyer obtaining mortgage financing. Should Buyer fail to make settlement, as herein provided, the sum or sums paid on account of the purchase price, at the option of the Seller, may be retained by the Seller, either on account of the purchase price, the resale price or as liquidated damages. In the latter case, the contract shall become null and void. In the latter event, all monies paid on account shall be divided equally between the Seller and the Auctioneer, but in no event shall the sum paid to the Auctioneer be in excess of the rate of commission due to him.
7. Buyer acknowledges that lot sizes, acres of lots and plan set forth in any circular and other advertising may not be totally accurate. In signing this agreement Buyer has not relied on the description set forth or referred to in this agreement, the Buyer should make an independent determination of the same.

8. It is understood and agreed that Brian Burke, of Brian Burke Auctions is acting as agent for the Seller, not the Buyer, and he shall in no case whatsoever be held liable by either party for the performance of any term or covenant of this agreement for the damages for non-performance thereof.

Buyer's initials \_\_\_\_\_ Seller's initials \_\_\_\_\_

9. Buyer acknowledges that he has **INSPECTED THE PREMISES**, The Seller's Property Disclosure Statement and enters into this agreement to purchase as a result of said inspections and not as a result of any advertising or announcement made by the seller and/or the auction company or their selling agents. The property is being sold "AS IS" condition.
10. If any buildings on these premises were built prior to 1978, they may contain lead paint. This property may contain wet lands.
11. This agreement shall extend and be binding upon the heirs, administrators, successors and assigns of the parties hereto.
12. Buyer has been advised that said premises are located at 17 Philadelphia Ave, Tunkhannock, PA 18657, County of Wyoming.
13. Buyer agrees that Seller shall not be required to present (tender) to Buyer a deed for said premises if Buyer defaults in paying the balance of the purchase price in order to enforce the provisions of this agreement against Buyer. Buyer agrees not to present this agreement to the Recorder of Deeds to be recorded.
14. Buyer acknowledges that under the terms and conditions of the auction Sale during which said premises were offered at auction that among the conditions announced was that this agreement is subject to the approval of Seller. Pending such approval Buyer



shall be bound by this agreement with the same force and effect as if no such approval were required. If this agreement is not approved by Seller, the deposit money paid on account hereof will be returned to Buyer, without interest, and agreement shall become null and void.

15. The Seller shall not be obligated to survey the property even if a survey is required by the Buyer's title insurance company or the Buyer's lender. The Buyer may survey the property at his own expense.
16. The sale of this property is not conditioned on any testing or inspections by the Buyer.
17. This agreement and the sale shall be governed by the laws of the Commonwealth of Pennsylvania.
18. This agreement contains the entire agreement between the parties. No prior agreement of representation of any kind, and no contemporaneous or subsequent oral agreement or representation and no course of dealing between the parties or custom shall be permitted to contradict, vary or add to the terms of this agreement.
19. All Individual G.O.M. rights convey in the sale of this property.

**IN WITNESS WHEREOF:** the parties have hereunto set their hand and seals, the day and year first written above.

Signed, Sealed and Delivered in the presence of Brian Burke, Brian Burke Auctions, Auctioneer.

By: \_\_\_\_\_  
Auctioneer

Witness:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)

NOW this \_\_\_\_\_ day of \_\_\_\_\_, 2024, I do hereby approve and accept the above offer and agreement.

Sellers: \_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)

SAMPLE