

Executed in Duplicate.

CONDITIONS OF SALE

1. The highest approved bidder shall be the Purchaser and, if dispute arises between two or more bidders, the property shall be immediately put up again; provided, however, the Sellers reserve the right to withdraw the property from this public sale if the highest bid made is not adequate in the Sellers' opinion.

2. The Purchaser shall immediately after the sale pay to the Sellers a deposit of ten percent (10%) in part payment of the purchase money and sign an Agreement for the payment of the remainder on or before March 20, 2024, upon having granted and conveyed to Purchaser a good and marketable title, in fee simple, clear of all encumbrances excepting existing restrictions and easements and all municipal ordinances, rules and regulations. If the title is found not to be insurable at regular rates as marketable, the Sellers may, at their option, refund all deposit money and reimburse the Purchaser for reasonable actual expenses for title search, at regular rates, or clear the title.

3. Possession will be given on completion of the purchase at the time fixed for the payment of the balance of the purchase money. If for any cause the remainder of the purchase money shall not be paid on March 20, 2024, as aforesaid, the Purchaser shall pay interest at the rate of six percent (6%) per annum from that day to the day of payment, this stipulation to be without prejudice to the Sellers' right to insist on specific performance of this Agreement.

4. The expenses of this conveyance shall be paid as follows: Deed and acknowledgment thereto to be paid by the Sellers; all other expenses of conveyance, including all Realty Transfer Tax together with cost of survey, if required, to be paid by the Purchaser. Taxes to be apportioned to date of settlement on a fiscal year basis.

5. Upon failure to comply with the above conditions, the money deposited shall, at the expiration of the time before limited, become forfeited to the Sellers, who shall then be at full liberty, with or without notice, to resell the property; and if on such resale there should be any deficiency, the Purchaser at this sale neglecting to comply with these conditions shall make good such deficiency to the Sellers and all expenses attending such resale.

6. Broker Participation: If agent/real estate agent/broker registers the purchaser for the sale, the purchaser shall additionally pay to said broker, an agent premium equal to 1% of the purchase price. The seller shall have no obligation to pay any such premium to the purchaser's agent, irrespective of the seller's consent to participate and purchaser shall be solely responsible for the payment of their agent/broker's commission.

AGREEMENT

IT IS HEREBY DECLARED and AGREED By and Between Noel P. Kegerise, Executor of the Estate of Evelyn G. Kegerise, hereinafter called the Sellers, **AND** _____ of _____ hereinafter called the Purchaser, **T H A T:** The said _____ has become the Purchaser of the premises described in Exhibit A, hereto attached and made a part hereof, for the sum of _____ DOLLARS (\$ _____), and that the sum of _____ DOLLARS (\$ _____) has been paid down by said Purchaser by way of deposit and in part payment of said purchase price; and that the foregoing Conditions of Sale shall be taken as the terms of agreement for the said sale and purchase, respectively, in all things.

AND, for the true performance of all and every the covenants and agreement aforesaid, the Sellers and Purchaser hereby bind themselves, their heirs, executors, administrators, successors and assigns, firmly these presents.

WITNESS our hands and seals this _____ day of _____, 2024.

Signed, sealed and delivered in the presence of:

Estate of Evelyn G. Kegerise

By: _____ (SEAL)
Noel P. Kegerise, Seller

_____ (SEAL)

_____ (SEAL)
Purchaser(s)