

REAL ESTATE SALE CONTRACT

WHEN COMPLETED AND SIGNED BY BOTH PARTIES, THIS IS A LEGALLY BINDING CONTRACT. IF THIS CONTRACT IS NOT FULLY UNDERSTOOD THE SERVICES OF A COMPETENT PROFESSIONAL SHOULD BE SOUGHT.

Troy Hill Citizens ("Seller"), hereby agrees to sell to ("Buyer"), or Buyer's assignee, the real property set forth below and all improvements thereon (herein referred to as the Property), and Buyer agrees to purchase said Property from the Seller on the terms and conditions set forth in this contract.

DESCRIPTION: The Property is located in the Pittsburgh Allegheny County, Pennsylvania, is commonly known as 1120 Brabec St and is designated as Tax Parcel # 24-F-358. Seller shall provide a full legal description of the Property.

1. A. PURCHASE PRICE The total purchase price to be paid for the Property by the Buyer is payable as follows:

Table with 3 columns: Description, Amount, Initials. Rows include (i) Initial deposit \$ 500, (ii) Balance due Seller, and TOTAL PURCHASE PRICE.

The initial deposit shall be held by Troy Hill Citizens in a non-interest bearing account unless otherwise stated here:

B. CONVEYANCE: Conveyance from Seller will be by fee simple deed of SPECIAL WARRANTY unless otherwise state here:

2. SETTLEMENT: Settlement to be made on or before April 21, 2018 at a time and place to be mutually agreeable between Buyer and Seller.

3. SELLER'S COSTS: Unless otherwise stated below, the Seller will pay for the cost of deed preparation, all matters of title clearance and a reasonable settlement charge as is customary. Payment of realty transfer taxes will be divided equally between Buyer and Seller x paid by Buyer; or paid by Seller

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4. PRORATED ITEMS: At time of settlement, the following shall be adjusted pro-rata on a daily basis between Buyer and Seller, reimbursing where applicable: taxes; rents; condominium fees and homeowner association fees, if any. The charges are to be pro-rated for the period(s) covered: Seller will pay up to and including the date of settlement; Buyer will pay for all days following settlement, unless otherwise state here _____

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5. TITLE, SURVEYS AND COSTS:

(a) The Property is to be conveyed free and clear of all liens, encumbrances and easements, subject only to the following: existing deed restrictions, building restrictions, ordinances, easements of roads, easements visible upon the ground, easements of record, privileges or rights of public service companies, if any, which shall not interfere with the use of the Property or interfere with the use and operation of the premises; otherwise the title to the above described real estate shall be good and marketable and such as will be insured by a title insurance company of Buyers' choice (the "Title Company") at its regular rates.

(b) In the event Seller is unable to give a good and marketable title and such as will be insured by the Title Company at its regular rates as specified in paragraph 8(a) above, Buyer shall have the option of taking such title as Seller can give without changing the price or of being repaid all monies paid by buyer to Seller on account of the purchase price and Seller shall reimburse Buyer for any costs incurred by buyer for those items specified in paragraph 8(c) and in paragraph 8(d), items (1), (2) and (3); and in the latter event, there shall be no further liability or obligation on either of the parties hereto and this Agreement shall become null and void.

(c) Buyer shall pay for the following: (1) The premium for mechanics lien insurance and/or title search, or fee for cancellation of same, if any; (2) The premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any; (3) Appraisal fees and charges paid in advance to mortgage lender, if any; (4) Buyer's customary settlement costs and accruals.

6. DEFAULT BY BUYER: If Buyer fails to perform the agreements of this contract within the time set forth herein, Seller may retain as liquidated damages and not as a penalty all of the initial deposit specified in paragraph 1(a) above, it being agreed that this is Seller's exclusive remedy.

7. DEFAULT BY SELLER: If Seller fails to perform any of the agreements of this contract, all deposits made by Buyer shall be returned to Buyer on demand, or the buyer may bring suit against Seller for damages resulting from the breach of contract, or the Buyer may bring an action for specific performance. Buyer's remedies are cumulative and not exclusive of one another, and all other remedies shall be available in either law or equity to Buyer for Seller's breach hereof.

8. **RISK OF LOSS OR DAMAGE:** Risk of loss or damage to the Property by any cause is retained by the seller until closing.

9. **CONDITION OF THE PROPERTY:** Buyer accepts the Property in its present condition.

10. **OCCUPANCY:** Seller shall deliver possession to Buyer no later than the closing date unless otherwise stated herein. Seller represents that there are no persons occupying the Property.

11. **TERMITE INSPECTION:** (check one)

_____ WAIVED BY BUYER

_____ Within ten (15) days after Seller's acceptance of this Agreement, Buyer shall, at Buyer's expense, an inspection report showing all buildings on the Property to be free and clear from visible infestation and free from visible dry or wet rot damage by termites and other wood-destroying organisms. This inspection report is to be furnished by a licensed pest control firm. If a report shows such visible infestation or damage, Seller shall pay all costs of treatment of such infestation and all costs of repair of such damage. If the costs of treatment and repair shall exceed \$1,000.00, Seller may elect not to make such treatment and repairs and Buyer may elect to take the Property in its then condition or, at Buyer's option, to deduct the cost of repairs from the total purchase price and complete the transaction or Buyer may terminate this contract and receive a full refund of all deposits made by Buyer hereunder.

12. **LEGAL USE:** Seller represents and warrants to Buyer that the entire property conforms to all building codes and restrictions that may be imposed by any governmental agency either national, state or local. Seller also warrants that Seller has received no notice of any building code that have not been fully corrected.

13. **LOCAL ORDINANCES:** (check one)

_____ WAIVED BY BUYER

_____ Seller shall procure for Buyer at Seller's expense all certificates of inspection, certificates of occupancy or the like required under the terms of any local ordinance.

15. **TERMINATION:** This offer shall terminate if not accepted before 3/28/2018.

16. **R.E.S.P.A. COMPLIANCE:** Seller and Buyer agree to make all disclosures and do all things necessary to comply with the provisions of the Real Estate Settlement Procedures Act of 1974 if it is applicable to this transaction.

17. **DISCLOSURES:** Seller shall deliver to Buyer all disclosures required by State or Federal law to be given to Buyer.

18. **ADDITIONAL TERMS AND CONDITIONS:**

(a) Where the context requires, the terms Seller and Buyer shall include the masculine as well as the feminine and the singular as well as the plural.

(b) There are no agreements, promises, or understandings between the parties except as specifically set forth in this contract. No alterations or changes shall be made to this contract unless the same are in writing and signed or initialed by the parties hereto.

(c) The provisions of this contract shall survive the closing and shall not merge in any deed of conveyance herein.

(d) This agreement shall be construed under the laws of the State of Pennsylvania

19. **REAL ESTATE SALES COMMISSION:** (check one)

The Seller agrees to pay all real estate sales commission due on this transaction

The Seller certifies that no real estate agent/broker has been employed in this transaction

20. **NOTICES:** Any notices required to be given herein shall be sent to the parties listed below at their respective addresses either by personal delivery or by certified mail - return receipt requested. Such notice shall be effective upon delivery or mailing.

21. **OTHER PROVISIONS:**

Property is sold "As-Is" no
warranties and no additional inspections.
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TIME IS OF THE ESSENCE OF THIS AGREEMENT.

In witness whereof, the parties signed their names on the dates in the year set forth below.

BUYER:

SELLER:

Date

Date

Date

Date

ADDRESS OF BUYER(S):

ADDRESS OF SELLER(S):

1619 Lowrie St

Pittsburgh, PA 15212

Telephone: _____

Telephone: (412) 3212852

E-mail: _____

E-mail: troyhillpittsburgh@gmail.com