

CONDITIONS OF AUCTION AND AGREEMENT OF SALE FOR:

#3. Selling Absolute No Minimum or Reserve

37 Church Street, Alburtis, PA
3000-SF Two unit apartment building.

CONDITIONS OF AUCTION AND AGREEMENT OF SALE FOR REAL ESTATE OF

WRM PROPERTIES, LP ("Owner")

The conditions of the Auction sale ("Conditions") of the Premises owned by the above-named Owner, described more fully on the sheet entitled "Description of Premises" attached hereto and made a part hereof, by public sale or auction this 25th day of April, 2023, are as follows, to wit:

1. The Premises is being exposed to public sale by the above named Owner or by Louis E. Hoffman, Executor of the Estate of William R. Mayo herein called the "Seller." If the Premises consists of multiple parcels with more than one Owner, the multiple Owners shall collectively be the "Seller" and the Seller shall allocate the Purchase Price between the Owners as Seller shall determine.

2. Tom Hall Auctions, Inc. ("Auctioneer") and all licensees employed by or associated with the Auctioneer represent the Seller in the sale of the Premises.

3. The Auctioneer may recess the auction and may use discretion with respect to the minimum amounts at which the bidding may advance.

4. No person shall retract from his or her bid. Purchaser must be available by cell phone during the conduct of the auction. Further, Purchaser must provide Auctioneer with a valid email address to which Purchaser has access during the conduct of the auction and must provide a copy of his/her driver's license.

5. If any dispute arises between two or more bidders by reason of a matter not covered by these Conditions, the Premises shall immediately be put up again for sale.

6. For Properties listed as Selling Absolute No Minimum or Reserve - This is an absolute auction. There is no minimum or reserve. The highest approved bidder shall be the "Purchaser" and the highest approved bid shall be the "Purchase Price" and these Conditions and the Purchaser's Acknowledgment shall be deemed to constitute the agreement of sale (the "Agreement") between the Seller and the Purchaser. The Auctioneer's decisions with respect to bidding and all matters in respect of conduct of the Auction shall be final, binding and conclusive in all respects.

For Properties listed as Selling with Reserve - - If the highest approved bid for the Premises shall be deemed by the Seller to be insufficient then the Seller shall have, and hereby reserves, the right to reject any and all bids and withdraw the Premises from sale. Otherwise, the highest approved bidder shall be the "Purchaser," and the highest bid shall be the "Purchase Price," and these Conditions and the Purchaser's Acknowledgment shall be deemed to constitute the agreement of sale (the "Agreement") between the Seller and the Purchaser. The Auctioneer's

decisions with respect to bidding and all Auctions shall be final, binding and conclusive in all respects.

7. Immediately at the conclusion of the Auction:

(a) The Purchaser shall pay to the Seller a deposit of at least ten (10%) per cent of the total Purchase Price(s) by good personal check, and Purchaser shall sign a written acknowledgment and acceptance (the "Purchaser's Acknowledgment") in the form hereto attached. **NOTE: If a Purchaser offers a non-personal check (e.g., a business check) as the deposit, the Auctioneer, in his sole discretion, may require proof that the Purchaser is authorized to submit that form of payment.**

If the Purchaser registers to bid online at tomhallauctions.com, a certified funds or wire transfer deposit of \$20,000 shall be required in advance for each property for which Purchaser intends to submit a bid. **NOTE: Online bidders must specify at the time of registration the identity of those lots for which they intend to submit bids; absent such registration, bids submitted online for which registration has not been made will be blocked.** The required deposit(s) must be payable to Tom Hall Auctions, Inc., and must be received by Tom Hall Auctions, Inc. at 4644 PA Route 309, Schnecksville, PA 18078, no later than 11:00 am on Monday, April 24, 2023, as a prerequisite for obtaining approval to bid online at tomhallauctions.com. If 10% of the total bid(s) submitted by a successful online bidder is less than the total of his/her advance deposit(s), the differential must be paid to the Auctioneer, via certified funds or wire transfer, within 24 hours following the conclusion of the auction. Unsuccessful online bidders will receive the return of their deposits within 48 hours following the conclusion of the Auction.

(b) The Auctioneer shall act as escrow agent of all deposit money until date of final settlement, and in no way shall be liable other than for disposition of the deposit money. The deposit money shall be held in a federally insured, non-interest-bearing bank account.

8. The balance of the Purchase Price shall be paid in cash or by certified check at the time of final settlement which shall take place at the convenience of the Seller and Purchaser on or before June 9, 2023, at such place within the county wherein the Premises are located as shall be mutually agreed upon by Seller and Purchaser or Seller may elect settlement to be closed via an escrow style closing with a title company mutually agreed upon by Seller and Purchaser ("final settlement")

9. At the time of final settlement the Seller, at Seller's expense, will make, execute and deliver to the Purchaser a special warranty deed (using the description contained in the deed of conveyance by which Owner acquired its title, less any conveyances out if any and subject to any additional easements specifically noted, as attached hereto) conveying good and marketable title, free and clear of all liens, easements and encumbrances (except any existing encumbrances, covenants, easements and restrictions in the chain of title or appearing upon the ground) and if applicable tenant leases and such as would be insured by a reputable and responsible title insurance company authorized to conduct business in Pennsylvania, at regular rates and without exception. Should such a title insurance company fail or refuse to insure the title to said Premises as good and marketable at regular rates and without exception, the Seller may, at Seller's election, (i) refund the down money paid on account by Purchaser, whereupon these Conditions and the Purchaser's Acknowledgment shall become null and void; or, Seller may, at Seller's expense, take the necessary action within a reasonable period of time to make the title insurable as aforesaid. If, within a reasonable period of time, Seller cannot provide title as aforesaid, Purchaser may terminate this Agreement and receive a full refund of down money and termination of these Conditions and Purchaser's Acknowledgment, which shall be Purchaser's sole remedy

10. All real estate taxes shall be apportioned on the fiscal year basis between the Seller and the Purchaser as of the date of final settlement, and lienable municipal services and/or prepaid utilities (including, but not limited to, refuse collection, water/sewer rents, and the like and if applicable tenant leases) shall be apportioned *per diem* as of date of final settlement. If the Premises is under a special land use assessment (Act 319 or other special land use assessment) and roll back taxes are assessed due to a change in use by Purchaser, or because the Premises are part of a larger tract for qualification for the special land use assessment, then Buyer shall be solely responsible for any "Roll Back" taxes that may be assessed.

11. All State and local realty transfer taxes will be paid by the Purchaser.

12. Possession of the Premises will be given to the Purchaser at the time of final settlement **subject** to tenant leases, if applicable.

13. Purchaser, without any reimbursement from Seller, will pay the cost of any survey, the premium for any mechanics lien insurance and/or title insurance, title search, appraisal fees, charges of any title insurance company, fees of any realtor or attorney or other person engaged by Purchaser to perform any services with respect to the purchase of the Premises, fees and charges of any financial institution or lender, and settlement costs and accruals normally payable by a purchaser of real estate.

14. **IT IS UNDERSTOOD AND AGREED THAT PURCHASER HAS INSPECTED THE PREMISES PRIOR TO THE DATE OF AUCTION SALE AND HAS INVESTIGATED AND/OR SEARCHED AVAILABLE GOVERNMENTAL RECORDS WITH RESPECT TO THE PREMISES, OR WAIVES THE RIGHT TO MAKE SUCH INSPECTIONS, INVESTIGATIONS OR SEARCHES, AND AGREES TO PURCHASE THE PREMISES SOLELY BASED UPON PURCHASER'S SAID INSPECTION INVESTIGATION OR SEARCHES, AND NOT BECAUSE OF, OR IN RELIANCE UPON, ANY ORAL OR WRITTEN REPRESENTATIONS WHATSOEVER MADE BY THE SELLER OR BY THE AUCTIONEER OR BY ANY AGENT OF THE SELLER OR THE AUCTIONEER, AND PURCHASER AGREES TO PURCHASE THE PREMISES IN ITS PRESENT "AS IS, WHERE-IS" CONDITION. IT IS FURTHER UNDERSTOOD AND AGREED THAT THE PURCHASER'S OBLIGATION TO COMPLETE FINAL SETTLEMENT IS NOT CONTINGENT UPON THE OCCURRENCE OR SATISFACTION OF ANY CONDITION(S) NOT EXPRESSLY SET FORTH HEREIN.**

15. The Seller will continue until the time of final settlement such existing policies which insure the Premises against damage by fire or other casualty. Any loss or damage to the Premises from and after the date of Auction sale shall not in any way void or impair any of the conditions and obligations of the Purchaser but any proceeds received by the Seller from any insurance company shall be credited by the Seller on account of the Purchase Price. It shall be Purchaser's responsibility, at Purchaser's own cost and expense, to carry such insurance on the Premises as Purchaser may deem desirable.

16. If Purchaser fails to perform any of the terms or conditions of this Agreement the deposit money shall be forfeited and paid by Escrow Agent to Seller as liquidated damages for non-fulfillment of this Agreement and, at the option of Seller, this Agreement shall become null and void, whereupon the Seller shall be free to resell the Premises in any manner as the Seller may so choose.

17. The rights of the Purchaser in this Agreement shall not be assigned or assignable without the prior written consent of Seller. This Agreement shall be binding upon the parties hereto, and their respective heirs, personal representatives successors and/or permitted assigns, if any.

19. THE PURCHASER IS ADVISED THAT THE IMPROVEMENTS ON THE PREMISES WERE BUILT BEFORE 1978 AND MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT BEHAVIORAL PROBLEMS AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. SELLER HAS NO INFORMATION WITH RESPECT TO THE

PREMISES RELATING TO LEAD-BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS AND HAS NO KNOWLEDGE OF ANY KNOWN LEAD-BASED PAINT HAZARDS. THE PURCHASER MAY WISH TO OBTAIN A RISK ASSESSMENT OR INSPECTION OF THE PREMISES FOR LEAD-BASED PAINT HAZARDS PRIOR TO PURCHASE, BUT THE SALE IS NOT CONTINGENT UPON PURCHASER'S PERFORMANCE OF SUCH AN INSPECTION OR THE RESULTS OF THEREOF.

20. Seller will be responsible for any notice of assessments for public improvements, and the payment thereof, if received prior to the date of the Auction; and Purchaser will be responsible for any such notice served upon Seller on or after the date of the Auction and for the payment thereafter of any assessments for public improvements.

DESCRIPTION OF PREMISES

Address:

37 Church Street, Alburdis, PA
Lehigh County, Pennsylvania

Parcel ID# 546365993614-1
[The legal description follows this page]

37 church st.

Albertis PA

PARCEL NO. 1:

ALL THAT CERTAIN tract or parcel of land with the buildings and improvements thereon erected, situate in the Borough of Alburdis, County and State aforesaid, and bounded and described as follows, to wit:

BEGINNING at a stone, thence by lot of ground now or late of Daniel Herron, North 17-3/4 degrees West 180 feet to a stone; thence by a 16 feet wide alley, North 72-1/4 degrees East, 38 feet and 3 inches to a stone in a line of land now or late of the Thomas Iron Company; thence by the same, South 15 degrees East 180 feet and 3 inches to a stone; thence by the same, South 72-1/4 degrees West, 30 feet to the place of beginning.

PARCEL NO. 2:

ALL THAT CERTAIN tract or parcel of land with the buildings and improvements thereon erected, situate in Lower Macungie Township, now Borough of Alburdis, County and State aforesaid, and bounded and described as follows, to wit:

BEGINNING at a stone in a corner of a lot of ground now or late of Edward Rogers, thence by the same, North 17-3/4 degrees West, 180 feet to a stone; thence by land now or late of Jacob Meitzler, North 72-1/4 degrees East, 30 feet to a stone; thence by a lot of ground now or late of Catherine Rothenberger, South 17-3/4 degrees East, 180 feet to a stone; thence by a road, South 72-1/4 degrees West, 30 feet to the place of beginning.

CONTAINING 5400 square feet of land.

PARCEL NO. 3:

ALL THAT CERTAIN triangular lot or piece of ground, situate on the North side of Church Street, in the Borough of Alburdis, County of Lehigh and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the North side of Church Street, thence extending along said Church Street North 72 degrees 29 minutes East 126.8 feet to an iron pin, thence by the Catasauqua and Fogelsville Railroad property North 50 degrees 47 minutes West 216 feet to an iron pin on the South side of a 16 feet wide Alley, thence by other land of the party of the first part South 15 degrees 12 minutes East 180 feet to the place of beginning.

CONTAINING 11,397 square feet.

BEING LEHIGH COUNTY PIN: 546365993614-1

PROPERTY #3 – Auction April 25, 2023

Owner – WRM Properties LP

PURCHASER'S ACKNOWLEDGMENT AND ACCEPTANCE

THE UNDERSIGNED HEREBY acknowledge(s), that this 25th day of April, 2023, I/we have become the Purchaser(s) of the subject Premises for the sum of \$ _____ and have paid to TOM HALL AUCTIONS, INC., escrow agent, the sum of \$ _____ as a deposit and in part payment of the said Purchase Price; and I/we agree to pay the balance of the Purchase Price on or before June 9th, 2023, and, in all other respects, agree to fulfill the foregoing Conditions of Sale which are incorporated herein by reference thereto.

WITNESS my/our hand(s) and seal(s) this 25th day of April, 2023.

_____ (SEAL)

_____ (SEAL)

Street or Rural Number

City State Zip

SELLER'S ACKNOWLEDGMENT

The aforesaid Purchaser(s) and Purchase Price are hereby approved.

Owner: _____

By: _____ (SEAL)

RECEIPT FOR DEPOSIT MONEY

TOM HALL AUCTIONS, INC., escrow agent, hereby acknowledges receipt of the aforesaid deposit money of \$ _____.

TOM HALL AUCTIONS, INC.

By: _____

Title: _____

37 1/2 Church St.

610-421-8325

LEASE AGREEMENT

LEASE AGREEMENT, made this 19th day of September, 2016, between
1-A Realty, Inc., with principal place of business at 7475
Hamilton Boulevard, P.O. Box 8, Trexlertown, PA 18087, and
Jane S. & Scholl of Emmans, PA 18044.
Phone# 610-421-8325 Phone# _____

Lessor has the right to assign said lease to another entity or party by giving lessee written notice.

WITNESSETH:

Lessor does hereby demise and lease unto Lessee a certain Apartment located at 37.5 Church Street, Alburtis, PA 18011.

TO HAVE AND TO HOLD for a term of One year "plus winter months depending on signing date of said Lease, as outlined in #6." and beginning on the First day of October, 2016, and ending on the Last day of March, 2018. J.S. S. It is hereby understood that the amount of **Eight Hundred Dollars, (\$800.00)**, the monthly rent, is due on or before the first of each and every month and **must be enrolled** in the ACH program (auto rent deduct). The basic annual rent shall increase beyond the CPI Index Ratio, not decrease. If at any time in question, the CPI is not being maintained the index for rent shall be computed in accordance with the most nearly equivalent available index. If necessary a late fee will be charged of Five Percent if not paid by the first of the month. **First and Last month Security Deposit** is required.

LESSOR AND LESSEE further covenant and agree:

1. Additional Rent

Lessee shall pay the rent as aforesaid, and pay all charges for heat, electricity, gas, etc. supplied to it, and at the expiration or termination of this Lease, or any renewal or extension thereof, quit and surrender the premises to the Lessor in as good condition as the same now are, with full tank of fuel, subject to such changes, alterations, and additions as are hereinafter required or permitted to be made by Lessor, reasonable wear and tear and damage by fire and elements accepted. Any increase in Taxes, Water Fees, or Sewer Fees shall be added to the Lessee's monthly rental amount.

1B. Excess water usage

Excess water usage or abuse is prohibited. All excess charges will be billed to Lessee. A monthly rent increase for the excess amount plus \$25.00 will also become effective immediately. No washing autos, filling pools, watering gardens, etc.

2. Compliance with Laws

Lessee herein shall comply with all applicable laws or ordinances relating to health, nuisance, or fire arising out of the Lessee's manner or occupancy of said premises during said term insofar as the same do not require structural alterations, repairs, or improvements, and which, if required, lessor covenants to make. All Occupants must be approved in writing before move in.

3. Operation

Lessee shall maintain the premises in a neat and businesslike manner, and not obstruct the premises with any materials, equipment, or debris except in the case of an emergency, or with the Lessor's approval. Lessee shall not cause environmentally unsafe chemicals, oils or contaminants to infiltrate the premises and will be responsible to dispose of as required by E.P.A. **Regardless, Lessee will keep weeds and lawn cut and will be responsible for any snow and ice removal, including walkways, etc. and all Township or Borough requirements & regulations.**

4. Default

If any rent shall be in default and unpaid for ten (10) days after notice to lessee, or if default shall be made in any of the other covenants herein contained on the part of the Lessee for a period of ten (10) days after notice to lessee specifying the default, without limitation on any other rights granted by law, lessor may re-enter and take possession of said premises and such re-entry and taking of possession shall terminate this lease.

5. Continuation of Lease Term

If, after the expiration of the term of this Lease, Lessee continues in possession of the premises with the approval of the Lessor, but without any new written Lease, or written renewal or extension of the term of this Lease, such continued occupancy shall constitute a renewed lease for a year to year term. The amount of rent shall be increased annually on the anniversary date of this contract by an amount offered by Lessor.

6. Termination of Lease

If this Lease is not terminated by default by Lessee, Lessee shall have the right to Terminate this Lease at the natural expiration thereof, by giving prior sixty (60) days written notice of cancellation of said Lease to the Lessor at his address herein which shall be effective upon receipt at term end. Lessor, at his election, May terminate at any time by giving a thirty (30) day notice. Lessee shall be responsible for smoke and carbon monoxide detectors and keep them in working order. Lessee shall also maintain a fire extinguisher on site. **KEROSENE HEATERS ARE NOT PERMITTED However, Lessee agrees and understands that regardless of commencement date /term and ending date that said Lease will not terminate between September (1st) first thru March (31st) Thirty-first (the winter months) J. A. .**

7. Inspection

The Lessor, or its authorized agents, shall have the right to inspect the premises at any reasonable time without notice. Lessor, or its authorized agents, shall also have the right to enter upon the premises, together with any and all necessary equipment, for the purpose of repairing, replacing, improving and/or maintaining any and all lessor owned equipment, or the building itself as the Lessor may elect. Lessor will be responsible for the building maintenance and repairs. However, lessee will pay the first Three Hundred Dollars (\$300.00) in repairs for each occurrence. **Lessee shall be responsible for all routine equipment maintenance and repairs**, including yearly servicing of Boilers, A/C units, replacing filters, etc. All repairs and/or replacements shall become the property of the Lessor, this includes signs. (Lessee's appliances excluded).

8. Delays

Unavoidable delay shall not be considered in the period of time specified in this Lease in which the Lessor is required to perform any act. The term "unavoidable delay" shall mean delay due to strike, acts of God, government restriction and enemy action, fire, unavoidable casualty, or similar causes beyond the control of Lessor.

9. Waiver of Notice to Quit

Whenever the Lessee's right to occupy the premises terminates, whether by expiration of the term of the Lease or by reason of any default under the terms of this Lease, the tenant will peacefully quit and surrender possession of the premises,

and if Lessee does not so quit and surrender possession, Lessor may in addition to the right of re-entry as heretofore provided, dispossess and remove the tenant and its effects therefrom without incurring any liability therefore, and may have and possess the premises as of their former state without such statute related to summary process, without demand for rent, and without re-entry for condition broken, as at common law will be necessary to enable the Lessor to recover such possession pursuant to such statute and all right to such demand or re-entry is expressly waived by Lessee.

10. Liability Insurance

Lessee agrees to maintain during this Lease, and at their sole expense, a General liability and property damage content, physical damage Insurance Policy. Additionally, Lessee agrees to provide and maintain a fully paid policy of Fire Insurance, and to provide copies of all insurance policies for the Lessor.

11. Repairs of Vehicles

Any sale or mechanical repairs of vehicles are not permitted.

12. Lessee shall be responsible for the disposal of all chemicals or any pollutants. Lessee shall pay all cleanup costs involved.

13. Acceleration Clause

In the event of a default the rent for the balance of the term becomes immediately due.

14. Indemnification.

Lessee hereby agrees to indemnify and hold Lessor and his subsidiary and affiliated companies, their officers, agents, etc., harmless from and against any and all loses, claims, damages, costs and expenses, attorney fee's, injury, health issues, radon, mold, lead paint, etc., which may arise or incur.

15. Lessee shall agree not to let location become a hangout or party location. Noise shall be kept to a minimum to respect your neighbor's quiet enjoyment. Lessee understands that no pets of any kind are allowed and that the building should remain a smoke free building. All Residents must be approved and a party to this lease.

16. Lessee, at termination of said lease, shall return premises in as good as condition as when received and with a full tank of fuel, carpet professionally cleaned and unit returned in move in condition with a agreed upon newly painted neutral color if required after inspection.

17. Scope of Agreement

This Lease contains all of the representations and agreements between the parties hereto with respect to the premises, and supersedes any and all previous, or other undertakings, whether verbal or in writing, regarding same.

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

WITNESS

LESSOR

LESSEE

LESSEE

Shirley A. Hallman
W. J. G. / Son 9-A Realty

June S. Scholl

JUNE S SCHOLL
547 MINOR ST
EMMAUS, PA 18049-3820

146

3-50/310 7450
9313977895

9-19-16

DATE

PAY TO THE
ORDER OF

CA Realty

\$ 1600.00

Sixteen Hundred and 00/100

DOLLARS



Security
Features
Details on
Back



Wells Fargo Bank, N.A.
Pennsylvania
wellsfargo.com

FOR

June S. Scholl

⑆031000503⑆ 9313977895⑈ 00146

RECEIPT

DATE

9/19/16

No.

118857

RECEIVED FROM

June Scholl

\$ 1600⁰⁰

One thousand Six Hundred

DOLLARS

FOR RENT

FOR

Escrow 37.5 church

ACCOUNT	
PAYMENT	
BAL. DUE	

CASH

CHECK

MONEY ORDER

CREDIT CARD

FRM

TO

BY

#1146
Y/S

Escrow for 37.5 church
Rec'd October via ACH.

37 Church St.

1A Realty, Inc.

7475 Hamilton Boulevard • PO Box 8 • Trexlertown, PA 18087
(610) 398-1313



1. Residency and Financials

1.1 PARTIES AND OCCUPANTS

This Lease Contract is between you, the undersigned resident(s):

Melissa Jean Pretorius

and us, the owner/agent:

1-A Realty, Inc. 7475 Hamilton Boulevard, PO Box 8, Trexlertown, PA 18087-0008

You've agreed to rent the property located at:

37 Church Street, Borough of Albertis, PA 18011

for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner/agent listed.

The residence will be occupied exclusively by the above-listed resident and her children. The Owner/Agent must approve unauthorized occupants living in the premises for longer than 7 consecutive days.

1.2 LEASE DURATION

The terms of this tenancy shall commence on **November 1, 2021** and end on **October 31, 2022** and thereafter, shall be month-to-month on the same terms and conditions as stated herein, save any changes made pursuant to law, until terminated.

1.3 RENTS AND CHARGES

You shall pay **\$1,300.00** per month for rent. The first month's rent shall be due prior to move-in.

Every month thereafter, you must pay your rent on or before the 1st day of each month with five days of grace period. The following late fees will apply for payments made after the grace period:

Late fee rule: \$25.00 if paid after the fifth of each month, and
Daily late fee: \$3.00.

A charge of \$25 will apply for every returned check or rejected electronic payment plus the amount of any fees charged to the Owner/Agent by any financial institution as a result of the check not being honored, plus any applicable late fee charges. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. After the first month, rents shall be paid thru ACH or other automatic transfer from tenant's checking account to landlord's checking account.

We may change the terms of this lease in accordance with applicable law, including rent increases and other modifications to the terms of the contract.

1.4 SECURITY DEPOSIT

The total security deposit at the time of execution of this Lease Contract for all residents in the residence is **\$1,300.00**, due on or before the date this Lease Contract is signed. We will hold the security deposit for the term of the tenancy and, upon termination of the tenancy, reserve the right to use the security deposit, or portions thereof, to cover any charges related to your performance of this Lease Contract, including, but not limited to, cleaning, repair of damages, unpaid rent, late fees, and returned check fees.

1.5 UTILITIES

We'll pay for the following utilities:

Water, sewer and garbage

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. We do not guarantee or warrant that there will be no interruption of utility service. You shall contact the utility service provider in the event of an interruption of service. If your electricity is ever interrupted, you must use only battery-operated lighting.

1.6 INSURANCE

We do not maintain insurance to cover your personal belongings or personal injury. You assume all liability for personal injury, property damage or loss, and insurable risk. We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, you are required to purchase personal liability insurance. Failure to maintain personal liability insurance is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law. Kindly forward a copy of your policy to 1-A Realty, Inc., PO Box 8, Trexlertown, PA 18087-0008.

1.7 KEYS AND LOCKS

You will be provided the following keys:

Front door and rear door.

All deadlocks, keys, window latches, doorknobs and any additional device required by local government ordinance, will be in working order when you move in.

You shall be liable for the entire cost of key and lock replacements. You shall not change the locks or add a deadbolt lock without our written consent.

All keys must be returned to us when you vacate the unit. You will be charged for the cost of new locks and keys that are not returned.

1.8 APPLIANCES

Landlord has supplied an electric range, and new refrigerator (December, 2017).

1.9 TAXES

Landlord pays the property taxes: County of Lehigh, Township of Lower Macungie, School District is East Penn.

1.10 WATER

Liquid-filled furnishings and/or swimming/wading pools are not permitted.

1.11 LEAD BASED PAINT NOTIFICATION

If the rental dwelling was built prior to 1978, landlord must have tenant acknowledge receipt of the following: Tenant should initial:

_____ Lead Based Paint Disclosure Form _____ EPA Pamphlet

1.12 ADDITIONAL TENANTS

Frederick Solley - DOB = 5/31/1978

Jon Stewart - DOB = 2/4/2004

Vanessa Pretorius - DOB = 8/20/1997

Dog - Name = Bear - Female Black Lab - 4 years old

By initialing below, you acknowledge and agree to the terms in Section 1.

X mJP
Initial Here

2. Policies and Procedures

2.1 RESIDENT SAFETY AND PROPERTY LOSS

You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless deadbolts, window latches, and other security or safety devices. You agree to make every effort to abide by the rules and guidelines in this Lease Contact.

Casualty Loss

We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law.

Smoke Detectors

The residence is equipped with smoke and carbon monoxide detectors in accordance with state or local government regulations. It is tenant's responsibility to replace a dead battery.

Safety and Crime Free

You or any guest or resident under your control, should not engage in any criminal activity at 37 Church Street, Borough of Albertis, PA 18011

In case of emergency, fire, accident, smoke or suspected criminal activity, dial 911 or call emergency personnel. You should then contact 1-A Realty, Inc. at 610-398-1313. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes.

2.2 PARKING

You will park on the property at your own risk. We may regulate the parking of boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. Vehicles are prohibited from parking on the premises if they are inoperable, or do not have a current license.

2.3 PETS

Pets (including mammals, reptiles, birds, fish, and insects) are allowed only if we have so authorized in writing. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize a service animal for a disabled person. We may require a written statement from a qualified professional, verifying the need for the service animal.

2.4 NO SMOKING

No smoking is permitted in the home.

By initialing below, you acknowledge and agree to the terms in Section 2.

X msp
Initial Here

3. Responsibilities

3.1 CONDITION OF PREMISES AND ALTERATIONS

You accept the rental of this residence as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You shall maintain the premises in good, clean and habitable condition throughout the tenancy. You agree not to alter, damage, or remove our property, including smoke detectors, screens, and locks. You may not paint or make any permanent alteration without our written consent.

3.2 REQUESTS, REPAIRS, MALFUNCTIONS

You shall report any damage or problem immediately upon discovery or you may be held responsible for the cost. Our complying with or responding to any oral request regarding security or nonsecurity matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to the property, or your health, or safety. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work.

3.3 RIGHT OF ENTRY AND INSPECTIONS

We have the right to enter the premises at all reasonable hours, with a proper twenty-four hour notice, for the purpose of inspection, responding to your request, making repairs and/or preventative maintenance, pest control, showing to prospective residents, buyers, loan officers or insurance agents. In the case of an emergency situation, landlord may enter the property without notice.

3.4 MOVE-OUT

You will give us a written notice with your intent to vacate 60 (sixty) days prior to the date of expiration of the Lease Contract. In such notice, you will include your forwarding address for the return of your security deposit.

Surrender, abandonment, and eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and re-let the residence; determine any security deposit deductions; and remove property left in the residence. Surrender, abandonment, and eviction affect your rights to property left in the residence. Surrender, abandonment, and eviction do not affect our mitigation obligations.

Cleaning

You must thoroughly clean the unit, including doors, bathroom, kitchen appliances, garage, storage room and basement. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

Charges

You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or other damages, excluding ordinary wear and tear; replacement cost of our property that was in or attached to the residence and is missing; unreturned keys; missing or burned-out light bulbs; reletting charges; packing, removing, or storing property removed or stored by landlord; removing illegally parked vehicles; animal-related charges; government fees or fines against us for violation (by you, your occupant, or guest) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

Deposit Refund

We'll mail to you at your last known address your security-deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 (thirty) days after the Lease Contract termination and delivery of possession to us.

By initialing below, you acknowledge and agree to the terms in Section 3.

X msp
Initial Here

4. General Clauses

4.1 RELEASE FROM LEASE CONTRACT

Unless you're entitled to terminate this Lease Contract, you won't be released from this Lease Contract for any reason, including, but not limited to, voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

Military Personnel Clause

You may terminate the Lease Contract if you enlist or are drafted or commissioned and on active duty in the Armed Forces of the United States. You must give us written notice of termination, 30 (thirty) days prior to the termination date. You must provide us proof that you qualify for this limited exception.

Replacements and Subletting

Replacing a resident, subletting, or assignment is allowed exclusively with our written consent.

If we approve a replacement resident, at our option, the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or the remaining and replacement residents must sign an entirely new Lease Contract.

4.2 DEFAULT BY RESIDENT

You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: failure to pay rent or other amounts that you owe when due; you or any guest or occupant violates the lease, or fire, safety, health, or criminal laws, or engages in dangerous behavior, regardless of whether or where arrest or conviction occurs; you abandon the residence; you give incorrect or false answers in the rental application or you provide false or fraudulent documentation requested by us; you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense; any illegal drugs or paraphernalia are found in your residence; or you or any guest or occupant engages in any prohibited conduct. If you are in default for any reason, we may file a suit for Lease Contract termination after giving you fourteen (14) days written notice of Lease Contract termination. Such notice will state that your Lease Contract will terminate after fourteen (14) days of your receipt of the notice, unless the breach is remedied within the fourteen (14) day period.

Holdover

You or any occupant, invitee or guest must not hold over beyond the date contained in your move-out notice to vacate (or beyond a different move-out dated agreed to by the parties in writing). If a holdover occurs, then we shall be entitled for damages for the hold-over period plus any expenses incurred due to the breach of this condition of the Lease Contract.

Other Remedies

If your rent is delinquent, you immediately forfeit all rights to occupy the residence any longer, and if you have not vacated the home by the date specified in the Lease Contract termination notice, you are guilty of a misdemeanor. Each day of your unlawful presence in the residence constitutes a separate offense. We may report unpaid amounts to credit agencies. Upon your default and early move-out, you will pay us any amounts stated to be rental discounts, in addition to other sums due. Upon your default, we have all other legal remedies, including suit for Lease Contract termination, possession, damages, rent, and all other monies due. We may turn any returned checks over to law enforcement officials for prosecution according to law.

4.3 CONTRACT TERMINATION AND DISPUTE

This Lease Contract may only be amended, waived, or terminated by our representatives in writing. Any oral promises, representations or agreements by our representatives shall not be considered legally binding. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written notice requirement, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances.

Waiver of Jury Trial

To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute common law, and/or related to this Lease Contract shall be to district court.

Force Majeure

We shall be excused from performance of obligations if we are prevented from fulfilling such obligations by an act of God, strikes, epidemics, war, acts of terrorism, riots, or other occurrence, which is beyond our control.

By initialing below, you acknowledge and agree to the terms in Section 4.

X m j p

Initial Here

5. Sign and Accept

5.1 ACCEPTANCE OF LEASE: TENANT

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

X 

Lessee

angel96547@gmail.com

10/13/21

Date Signed

X  G.M.

Lessor

10/13/2021

Date Signed