

**CONTRACT TO PURCHASE REAL PROPERTY - ABIGAIL TRAILS**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ A.D.

**1. PRINCIPLES:** Between James A. Green and Nancy A. Green\*, of 4434 Gearhart Rd., Unit 2704, Tallahassee FL 32303; (229) 225-6237, hereinafter SELLER, and \_\_\_\_\_ residing at \_\_\_\_\_ (\_\_\_\_\_) hereinafter called BUYER.

**2. PROPERTY:** Witnesseth; SELLER hereby agrees to sell and convey to BUYER, who agrees to purchase ALL THAT CERTAIN piece of land known as **LOT NUMBER** \_\_\_\_\_ and containing \_\_\_\_\_ acres more or less in the **ABIGAIL TRAILS** Subdivision plan of lots, located in New Sewickly Township, Beaver County, Commonwealth of Pennsylvania, per survey dated October 8, 2003, and recorded in the Beaver County Plan Book Volume 33, Page 47, on June 9, 2004.

**3. TERMS:** Purchase Price-----  
and NO/100 DOLLARS.....\$  
which shall be paid to the SELLER by the BUYER as follows:.....\$  
a. Hand Money.....\$  
b. Cash or check at signing of this AGREEMENT.....\$  
c. Balance due at closing (Cash or Certified or Cashier's Check).....\$  
d. If, for any reason, the SELLER cannot give clear Title by way of General Warranty Deed, this contract to Purchase Real Property is voided and any funds shall immediately returned to the BUYER.

**4. SPECIAL CLAUSES:**  
a. It is understood and agreed that this land may be subject to zoning ordinances, restrictions, reservations, rights-of-way and easements of record.  
b. SELLER will provide copy of current Title Search summary to BUYER. SELLER suggests BUYER obtain a Title Search and Insurance Policy in the near future, especially when adding buildings and other improvements to the land.  
c. SELLER has done soil tests (pit and perc) in compliance with Pennsylvania Department of Environmental Protection and has located soils suitable for on-site septic system. Buyer understands that other locations on the property may not be suitable since soil conditions may vary widely. Permit for installation will be obtained and paid for by BUYER when preparing to build.  
d. SELLER will provide BUYER with copy of final survey drawing (of subdivision only).  
e. This is a CASH sale with a DEED provided at closing and transfer taxes shall be split equally between the SELLER and the BUYER.  
f. This contract is assignable to another party by the SELLER only; with continuation of all terms and conditions as contained herein.  
g. DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (PLEASE SEE SEPARATE DOCUMENT WHICH SHALL BE PART OF THIS AGREEMENT).

**5. CLOSING:**  
BUYER can choose closing agent: BUYERS attorney whose responsibility shall be to draw up the DEED and MORTGAGE with all terms and conditions contained herein, or we suggest using the law offices of Attorney Philip P. Lope (207 Grandview Ave., Zelienople, PA 16063, 724/452-5020), who has done the original Title Work on this property when the SELLERS first bought it. There will be closing costs to the BUYER.

POSSESSION is given at closing which shall be on or before \_\_\_\_\_  
BUYER hereby acknowledges that he/she has inspected the property and has received a copy of this contract.

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

Sign: \_\_\_\_\_  
Witness as to BUYER:(Print)

Sign: \_\_\_\_\_  
BUYER:(Print)  
SS# \_\_\_\_\_

Sign: \_\_\_\_\_  
Witness as to BUYER:(Print)

Sign: \_\_\_\_\_  
BUYER:(Print)  
SS# \_\_\_\_\_

Sign: \_\_\_\_\_  
Witness as to SELLER:(Print)

Sign: \_\_\_\_\_  
SELLER: James A. Green, Trustee\*

Sign: \_\_\_\_\_  
Witness as to SELLER:(Print)

Sign: \_\_\_\_\_  
SELLER: Nancy A. Green, Trustee\*

\*Selling entities are James A. Green and Nancy A. Green, Trustees of the James A. Green Living Trust and Nancy A. Green and James A. Green, Trustees of the Nancy A. Green Living Trust.

# NOTICE

In accordance with the provisions of “The Bituminous Mine Subsidence and Land Conservation Act of 1966”, I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word “notice” printed in twenty-four point type.

WITNESS:

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*Note: This coal notice gets attached to all Deeds, in every property transfer in PA. No mining of any kind was done on this property, but the coal notice is law.*