

CONDITIONS OF SALE

The Conditions of the present public sale are as follows:

1. The property to be sold is known as 78 Village Drive, Manheim Township, Lancaster County, Pennsylvania, as more fully described in Exhibit "A" ("Property").

2. The highest bidder shall be the Purchaser¹ upon the Property being struck off to him; and he shall immediately thereafter sign the Purchaser's Agreement attached to these Conditions of Sale and pay down 10% of the purchase money to the Seller¹ - as security for performance of this Agreement. If any dispute arises among bidders, the Property shall immediately be put up for renewal of bidding. If a real estate agent registers the Purchaser for the sale, the Purchaser shall additionally pay to said broker an Agent Premium equal to 1% of the purchase money. The Seller shall have no obligation to pay any such premium to the Purchaser's agent, irrespective of the Seller's consent to broker participation.

3. The balance of PURCHASE MONEY shall be paid at SETTLEMENT to be held at the office of BRUBAKER CONNAUGHTON GOSS & LUCARELLI LLC, 480 New Holland Avenue, Suite 6205, Lancaster, Pennsylvania 17602, on or before April 12, 2024 ("Closing") (unless some other time or place shall hereafter be agreed upon by the Seller and Purchaser), upon which payment the Seller shall convey to the Purchaser, by Deed prepared at the Purchaser's expense, good and marketable title to the Property, free and clear of all liens and encumbrances not noted in these Conditions, but subject to any existing wall rights, easements, building or use restrictions, zoning or

¹ Both Seller/s and Purchaser/s, whether one or more, are designated throughout these Conditions of Sale in singular masculine form.

land subdivision regulations, subdivision plan notes, encroachments of cornices, trim and spouting over property boundaries, or encroachments of any kind within the legal width of public highways, and subject to the restrictions and conditions ("Restrictions") set forth in Paragraph 6 of these Conditions of Sale.

The Seller represents that there are no pending and unsettled eminent domain proceedings, and no appropriations by the filing of State Highway plans in the Recorder's Office, affecting the Property, of which the Seller has knowledge.

At settlement, the Property and all of its appurtenances and fixtures shall be in substantially the same condition as at present, except for (a) ordinary reasonable wear and tear, (b) damage by fire or storm, (c) damage which occurs after possession has been given to the Purchaser, or (d) any taking by eminent domain.

4. This sale of real estate shall not be contingent upon the Purchaser's ability to obtain financing for the purchase of the Property, nor shall it be contingent upon the sale of any other real estate owned by the Purchaser.

5. The Seller reserves the right to reject any or all bids. Seller reserves the right to withdraw the Property from sale, and/or to adjourn the sale to a future date or dates.

6. The Property shall be sold UNDER AND SUBJECT to the following conditions and restrictions:

a. Subject to building and use restrictions, ordinances, easements of record or visible upon inspection; and

b. Subject to the Seller's Property Disclosure Statement attached hereto as Exhibit "B."

7. Formal tender of deed and purchase money are waived.

8. Fees or charges for acknowledgments to the deed shall be paid by the Seller, and all required state and local realty transfer taxes by the Purchaser. Real estate taxes shall be apportioned to date of settlement or prior delivery of possession on a fiscal year basis. Seller shall be given a credit at closing for the value of the oil in the 275-gallon tank as of the closing date based upon the then current price of Seller's fuel provider (Leffler Energy). Purchaser shall pay for all charges for preparation of documents, including without limitation, deed, mortgage, and bill of sale for personal property, if any, and all fees incurred at settlement, including attorney's fees, tax certification fees, disbursement fees, recording fees or settlement fees whether purported to be billed against Purchaser or Seller, unless expressly contracted for in writing by Seller.

9. The Seller hereby represents that the Property is served by public water and sewer.

10. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances; gas, electric heating, plumbing and water plants, fixtures and systems; and any other articles permanently affixed to the Property. All appliances located in the Property are included in this sale.

11. The Purchaser further acknowledges that neither the attorney for the Seller, nor the auctioneer, has made any specific representations regarding the condition of the Property, and that the Purchaser has not relied upon any representations or statements of the attorney for the Seller or auctioneer. The Purchaser releases the attorney for the Seller and the auctioneer from any claims, actions or causes of action arising from or due to any defect in the Property existing on the date of this sale.

12. The parties acknowledge that no representation whatsoever is

made concerning zoning of the Property, or the uses of the Property that may be permitted under local ordinances, and that Purchaser has satisfied himself that the zoning of the Property is satisfactory for his contemplated use thereof. The Purchaser hereby waives any applicable requirement for Seller to provide a certification of zoning classification prior to settlement pursuant to Disclosure Act of July 27, 1955, P.L. 288, §3, as amended and reenacted (21 P.S. §613).

13. By execution of the Purchaser's Agreement, the Purchaser acknowledges that he has had a full and complete opportunity to inspect the Property. *The Property is being sold unto Purchaser "AS IS", with no representation, guarantee or warranty regarding the condition of the Property or any improvement or structure erected on the Property, if any, including, but not limited to, its structural integrity, roof, appliances, electrical system, heating system, plumbing, water system, sewage disposal system, or any portion thereof.* Seller has conducted no investigation but does not have actual knowledge of any underground storage tank(s) on the property other than the septic tank. No representation is made or warranty given regarding the presence or absence of any hazardous or toxic substances, materials or wastes, or that the Property is in compliance with any federal, state or local environmental laws or regulations.

In the event any repair or improvement to or any inspection or testing of the Property is desired by the Purchaser or by any lender proposing to provide Purchaser with financing for the purchase of the Property, the costs of any such repair, improvement, inspection, or testing shall be payable solely by the Purchaser. Seller reserves the right to refuse to permit any such repair, improvement, inspection, or testing or to impose such conditions upon any permitted repair, improvement, inspection, or testing as Seller deems

appropriate, including, but not limited to, insurance coverage and indemnification and hold harmless agreements. The Purchaser's Agreement shall not be conditioned upon any such repair, improvement, inspection, or testing, or upon any specific results obtained from such inspection or testing.

14. Any survey required by Purchaser or Purchaser's title insurer shall be at Purchaser's expense.

15. In case of non-compliance by Purchaser with these Conditions, Seller, in addition to all other remedies provided by law, shall have the option either (a) to retain Purchaser's down money as liquidated damages regardless of whether or not, or on what terms, the Property is resold, or (b) to resell the Property at public or private sale, with or without notice to the present Purchaser and to retain any advance in price, or hold the present Purchaser liable for any loss, resulting from such resale, meanwhile holding the down money paid hereunder as security for or toward payment of any such loss.

16. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property 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. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

a. Lead Warning Statement for Dwellings Built Before 1978 Disclosure. This dwelling on the Property was built before 1978, and lead-based paint and lead-based paint hazards may be present in the housing. To the best of the Executor's knowledge, there are no reports pertaining to lead-based paint or lead paint hazards.

b. Waiver. By signing the attached Purchaser's Agreement, Purchaser acknowledges receipt of the pamphlet Protect Your Family From Lead in Your Home, and that this this sale of real estate shall not be contingent upon any risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards on the Property.

17. The Purchaser acknowledges that these Conditions of Sale were available for inspection by the Purchaser prior to the commencement of bidding and sale of the Property, that the Purchaser had an opportunity to review the full Conditions of Sale, and that the Purchaser understands the contents thereof and all terms and conditions under which the Property is being sold, agreeing to be bound by the full terms and conditions as set forth therein. The Purchaser acknowledges that only a summary of the Conditions of Sale was read prior to commencement of bidding on the Property, and that the Purchaser is not relying upon the public reading of the Conditions of Sale as a complete statement of the terms and conditions for sale of the Property.

18. These Conditions of Sale represent the whole agreement between the parties, and any representations concerning the Property, or otherwise, made prior to the execution of the Purchaser's Agreement, are hereby superseded by these Conditions of Sale. No modification of these Conditions of Sale shall be valid unless made in writing, executed with the same degree of formality as these Conditions of Sale and the Purchaser's Agreement attached hereto.

SELLER:

Dennis C. Brubaker, Executor of the
Estate of Annetta F. Brubaker

PURCHASER'S AGREEMENT

I/We, _____, agree that I/we have purchased 78 Village Drive, Manheim Township, Lancaster County, Pennsylvania, the Property mentioned in the foregoing Conditions, subject to said Conditions, for the sum of \$_____; and if I/we shall acquire possession of the Property before payment of the purchase money and shall fail to make payment when due, I/we authorize the Prothonotary or any attorney to appear for me/us in any court and confess judgment in an amicable action of ejectment against me/us, in favor of the Seller or the latter's assigns, for possession of said Property, and direct the issuing of a writ of possession, with clause or writ of execution for costs, hereby waiving all irregularities, notice, leave of court, present or future exemption laws, and right of appeal.

I/We acknowledge that my/our purchase of the Property is under and subject to the Conditions and Restrictions set forth in Paragraph 6 of the Conditions of Sale and subject to the items noted in the Seller's Property Disclosure Statement.

WITNESS my/our hand/s and seal/s this 27th day of March, 2024.

Signed in the presence of:

Purchaser

Purchaser

EXHIBIT "A"

Description of the Property

ALL THAT CERTAIN lot or piece of land with a one story brick and frame dwelling thereon said Lot being situated on the Southwest side of Village Drive 50 feet wide, in the Township of Manheim, County of Lancaster and State of Pennsylvania, being designated as Lot No. 13 on a certain plan of Lots known as "The Village Sub-Division" a copy of said Plan of Lots being on file in the Recorder's Office in and for Lancaster County, Pennsylvania on Plan Display Rack, No. 1; Plate 73 more particularly bounded and described as follows, to wit:

BEGINNING at a point on the Southwest side of Village Drive, a corner of Lot No. 12 on the aforesaid Plan; thence extending along said Lot No. 12 South 72 degrees 50 minutes West a distance of 146.37 feet to a point on the Northeast side of a 14 feet wide alley laid out on the aforesaid Plan; thence extending along the Northeast side of said 14 feet wide alley North 29 degrees 48 minutes West, a distance of 66.56 feet to a point; thence extending North 72 degrees 50 minutes East, a distance of 163.22 feet to a point on the Southwest side of Village Drive; thence extending along the Southwest side of Village Drive, South 14 degrees 50 minutes East, a distance of 65 feet to a point, the place of BEGINNING.

CONTAINING 10,010 square feet.

BEING THE SAME PREMISES which Charles Mervin Balmer and Mary M. Balmer, his wife, by their deed dated March 29, 1957 and recorded in the Office of the Recorder of Deeds in and for the County of Lancaster in Deed Book N, Volume 45, page 364, granted and conveyed unto Abram L. Witmer and Pauline H. Witmer, his wife, as tenants by the entirety, their heirs and assigns.

EXHIBIT "B"
Seller's Property Disclosure Statement

RECEIPT

Received of Purchaser on above date, as down money on account of the
above purchase price, the sum of \$_____.

Brubaker Connaughton Goss & Lucarelli LLC,
on behalf of Seller

By:_____

Jeffrey C. Goss, Esquire
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