

CONDITIONS OF SALE

1. The property to be sold is 2371 Hillsdale Road, Middletown, Londonderry Township, Dauphin County, Pennsylvania, more fully described in the Deed dated November 8, 2004, and recorded on November 17, 2004, at the Dauphin County Recorder of Deeds Office in Record Book 5766, Page 318.

2. The highest bidder shall be the Purchaser when the Auctioneer announces that the property is sold. The high bidder shall immediately thereafter sign the Purchaser's Agreement on these Conditions of Sale and pay TEN (10%) PERCENT of the purchase money as security for performance of this Agreement. If any dispute arises among bidders, the property shall immediately be put up for renewal of bidding. The Seller reserves the right to reject any and all bids.

3. Seller shall accept offsite bidding from prospective bidders via the telephone and online on the following terms and conditions to-wit:

(a) Online bidders must register on HiBid.com in advance of the auction;

(b) Successful bidder (telephone or online) must contact Attorney Richard J. Gromen, Jr., within forty-eight (48) hours after the conclusion of the auction to arrange a time to drop off their deposit check and fully executed Conditions of Sale and Seller's Disclosure at Attorney Gromen's Office, 3121C Mount Joy Road, Mount Joy, PA 17552;

(c) Failure to contact Attorney Gromen within forty-eight (48) hours or appear at the duly arranged time to submit their deposit check and fully executed documents may, at the election of the Seller, render this contract null and void and Seller shall be authorized to enter into a contract with any third party; and

(d) Prospective bidder accepts all terms herein.

4. If an agent/real estate agent/broker registers the Purchaser for the sale, the Purchaser shall additionally pay to said broker, an agent premium equal to one (1%) percent 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.

5. Balance of purchase money shall be paid at Settlement to be held at the office of such attorney or title company as Purchaser may designate in Dauphin (or Lancaster) County, Pennsylvania, within forty-five (45) days (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 said 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 land subdivision regulations, ordinances, matters of public record, rights of public service companies, encroachments of cornices, trim and

spouting over property boundaries, or encroachments of any kind within the legal width of public highways.

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 of any kind for which full or partial recovery may be had under the Seller's or Purchaser's insurance, (c) damage that occurs after possession has been given to the Purchaser, or (d) any take by eminent domain.

6. Formal tender of Deed and purchase money are waived.

7. (a) Acknowledgments to Deed shall be paid by Seller, and all required state and local Reality Transfer Taxes shall be paid by Purchaser.

(b) Real Estate Taxes shall be apportioned to date of settlement or prior delivery of possession on a fiscal year basis.

(c) Water and Sewer rent shall be paid by Seller to date of settlement or prior delivery of possession.

(d) Any "Disbursement" or similar fees purported to be charged by Purchaser's title company or attorney against Seller for services that Seller has not specifically engaged shall be paid by Purchaser.

8. Possession shall be given to the Purchaser at settlement.

9. Seller will continue in force the present hazard insurance until delivery of deed or possession to the purchaser (which ever shall first occur) and in case of loss will credit on account of the purchase price at settlement any insurance collected or collectible (either by Seller or any mortgagee or other loss payee) therefore.

10. Any survey, desired or required by the Purchaser, shall be obtained and paid for by Purchaser.

11. The premises and all improvements are being sold "AS IS" without warranty as to condition. The Purchaser and/or Purchaser's agents have had an opportunity to inspect the premises, and the same is being purchased as a result of such inspection and not as a result of any representations made by Seller or any of Seller's agents. Seller has no knowledge concerning the presence or absence of radon or the presence or absence of lead-based paint and/or lead-based paint hazards. The Purchaser acknowledges and agrees that by executing these Conditions of Sale, Purchaser shall hold harmless the Seller from any and all liability should radon and/or lead-based paint hazards be present on or in the Premises.

12. 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 also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

(a) Disclosure: This dwelling was built before 1978, and lead-based paint and lead-based paint hazards may be present in the housing. Seller has 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 waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

13. Purchaser acknowledges receipt of Seller's Property Disclosure Statement and Lead-Based Paint Disclosure Statement.

14. Seller has not conducted any investigation and has no actual knowledge of any environmental hazards, including, but not limited to, radon, asbestos, and urea formaldehyde.

15. The sale of this real estate and the Purchaser's obligations under these Conditions of sale shall not be contingent upon the Purchaser's ability to obtain financing for the purchase of these premises; nor shall it be contingent upon the sale of any other real estate owned by the Purchaser.

16. The said time for settlement and all other times or obligations of this Agreement are hereby agreed to be of the essence of this Agreement.

17. In case of non-compliance by the Purchaser with these Conditions, the Seller, in addition to all other remedies provided by law or in equity, shall have the option either (a) to retain the 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 or his sureties (if any) and to retain any advance in price, or hold the present Purchaser and any sureties 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.

18. These are all the conditions of sale. The Conditions of Sale have been available for inspection before commencement of bidding. The Purchaser shall not rely on the public announcement of a summary of these Conditions as a complete statement of the terms and conditions of this sale. Any changes or additions to the Conditions of Sale shall be effective only if they are in a writing signed by the Seller.

19. The terms "Seller" and "Purchaser" including all who sign in those respective capacities. If more than one person signs as Purchaser, they have joint and several responsibility hereunder.

_____(SEAL) By: _____(SEAL)
SELLER

Attorney:

Richard J. Gromen, Jr.
3121C Mount Joy Road
Mount Joy, PA 17552
Phone: 717-653-2191
Fax: 717-653-7120
grolaw@aol.com

PURCHASER'S AGREEMENT

I, WE, _____ agree to have purchased the Real Estate mentioned in the foregoing Conditions, subject to said Conditions, for the sum of \$ _____ Dollars; and if I/We shall acquire possession of the premises before payment of the purchase money and shall fail to make payment when due, I/We authorize any attorney to appear for me/us in any court and, to the extent and under the conditions, if any, then permitted or prescribed by law, CONFESS JUDGMENT IN EJECTMENT against me/us in favor of the Seller or the latter's assigns for possession of said premises and direct the issuing of a writ of possession with clause or writ of execution for costs hereby waiving all irregularities, notice, leave of course, present or future exemptions laws, and right of appeal.

I/We acknowledge receipt from the Seller of the following title documents:

WITNESS my/our hand/s and seal/s this _____ day of _____, 2024.

Signed in the Presence:

RECEIPT

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

on behalf of Seller