

CONDITIONS OF SALE

The Conditions of this public sale are as follows:

1. The property to be sold is as described on Exhibit "A" attached hereto and made a part hereof.
2. The highest bidder shall be the Purchaser upon the property being struck off to him; and he shall immediately thereafter sign the Purchaser's Agreement on these Conditions of Sale and pay down ten percent (10%) of the purchase money--or furnish sureties satisfactory to the Seller--as security for performance of this Agreement. If any dispute arises among bidders, the property shall immediately be put up for renewal of bidding.
3. BALANCE OF PURCHASE MONEY shall be paid at SETTLEMENT to be held at the office of PATERSON LAW LLC, 2703 Willow Street Pike N, Willow Street, PA 17584, on or before **JUNE 24, 2024**, (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, encroachments of cornices, trim and spouting over property boundaries, or encroachments of any kind within the legal width of public highways.

If the Purchaser desires a survey for any reason, the cost for such survey shall be paid by Purchaser; provided, however, Purchaser will take title subject to any restrictions or objections to title disclosed by the survey.

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 which occurs after possession has been given to the Purchaser, or (d) any taking by eminent domain.

4. Formal tender of deed and purchase money are waived.
5. (a) ACKNOWLEDGMENTS to deed shall be paid by Seller. All required state and local REALTY TRANSFER TAXES, and any and all fees incurred at settlement, including disbursement charges, tax certification fees, service fees, and any other fees attempted to be charged against the Seller by the attorney or title company holding settlement for the Purchaser, 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.

6. POSSESSION shall be given to the Purchaser at settlement.

7. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances; gas, electric, heating, plumbing, lighting, water, water softening and central air conditioning fixtures and systems; cook stoves attached to gas systems, and built-in ovens; laundry tubs; radio and television aerials, masts and rotor equipment; storm doors and windows, screen doors and fitted window screens; roller and venetian blinds, curtain and drapery rods and hardware; radiator covers; and any articles permanently affixed to the property.

8. Seller will continue in force the present fire insurance on the dwelling (*and other structures*) until delivery of deed or possession to the Purchaser (whichever 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--) therefor.

9. Zoning is *A - Agricultural* according to the *East Drumore Township Zoning Ordinance* and Map.

10. Seller makes no warranty as to the condition of the property as to environmental matters. Seller has not conducted any investigations and has no actual knowledge of any environmental hazards, including but not limited to radon, asbestos, underground storage tanks and urea formaldehyde insulation.

11. Seller's Disclosure Form and Seller's Lead-Based Paint Disclosure and Warning Statement are attached as Exhibit "B" and Exhibit "C" and made a part hereof. The Seller's Disclosure Statements attached hereto notwithstanding, by execution of these Conditions of Sale the Purchaser acknowledges that Purchaser has either inspected the property and found it to be acceptable or, by signing these Conditions of Sale, waives any right to do so, except as provided in these conditions. **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, including, but not limited to, its structural integrity, roof, appliances, electrical system, heating system, plumbing, water system, sewage disposal system, or any portion thereof.**

11. If Seller is unable to give title as provided in Paragraph 3, Purchaser may elect either (a) to take such title as Seller can give, or (b) to require Seller to return to Purchaser all payments including any note(s) theretofore made to Seller on account of the purchase price, and to reimburse Purchaser for all costs of searching title, appraisals, inspections, and preparation of deed, mortgage and other settlement papers which Purchaser reasonably may have incurred, upon which return and payment all further obligation of this agreement on both Seller and Purchaser shall terminate.

12. The Executor's certification that death taxes have been or will be paid will be acceptable to Buyer at settlement without further evidence or security for such payment.

13. If Purchaser shall default in performing any act herein required of him by the date(s) specified therefor, the Seller, by written notice to him at or after such default, may fix a deferred time, not less than fourteen (14) days distant, for performance of defaulted act, and may make performance by such deferred date "of the essence of the contract."

14. In case of non-compliance by the Purchaser with these Conditions, the Seller, in addition to all other remedies provided by law, 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 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.

15. The Seller reserves the right to reject any or all bids.

16. Buyer hereby releases, quitclaims and forever discharges **SELLER, ALL AUCTIONEERS, AGENTS, their SUBAGENTS, EMPLOYEES, ATTORNEYS, and any OFFICER or PARTNER** of any one of them and any other **PERSON, FIRM, or CORPORATION** who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, which may arise from the presence of termites or other woodboring insects, radon, lead-based paint hazards, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. This release shall survive settlement.

SELLER

ESTATE OF REBECCA M. HAMBLETON

Dated: _____

By: _____
Kimberly A. Rankin, Executrix

BUYER'S ACCEPTANCE

I/We, _____
_____ the

undersigned Buyer(s), having agreed to purchase the real estate mentioned in the foregoing Conditions subject to said Conditions, execute the Buyer's Acceptance and agree that it shall be binding upon Buyer(s) and the heirs, legal representatives, successors, and assigns, of Buyer.

BUYER(S) ACKNOWLEDGE(S) RECEIPT OF SELLER'S PROPERTY DISCLOSURE STATEMENT AND LEAD PAINT NOTICE BEFORE SIGNING THIS AGREEMENT, IF REQUIRED BY LAW.

I/We agree to purchase the Real Estate mentioned in the foregoing Conditions, subject to said Conditions, for the sum of _____ Dollars (\$_____).

Buyer, by bidding at the sale, has agreed that Buyer has made any and all inspections prior to purchase which Buyer deems necessary or desirable.

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

Signed in the presence of:

PURCHASER:

Name (print) _____

Address: _____

Telephone No. _____

Name (print) _____

Address: _____

Telephone No. _____

RECEIPT: Received from Purchaser on above date, as down money on account of the above purchase price, the sum of _____ Dollars (\$ _____) on behalf of Seller, Estate of Rebecca M. Hambleton.

Date: _____

ALL THAT CERTAIN tract of land with a one-story brick dwelling house thereon erected situate on the East side of Township Road T-476 in the Township of East Drumore, County of Lancaster, and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a stake or spike in or near the center line of Township Road T-476; thence extending in and along the same North twenty-two (22) degrees fifty (50) minutes West one hundred one and ninety-five one-hundredths (101.95) feet to a point; thence extending along land now or late of Harry L. Findley and Emma P. Findley, husband and wife, as shown in R-64-981 (being part of Subdivision Plan Book 21 at Page 34) North sixty-seven (67) degrees ten (10) minutes East two hundred forty-nine and ninety-three one-hundredths (249.93) feet to an iron pin; thence along land of the same North twenty-two (22) degrees fifty (50) minutes West eighteen and twenty-five one-hundredths (18.25) feet more or less to a point; thence extending along land now or late of The Southern Lancaster County Farmers-Sportsmen Association, Inc. (W-57-602) the following two (2) courses and distances: (1) North sixty-seven (67) degrees thirty (30) minutes East thirty-five (35) feet to an iron pin and (2) South twenty-two (22) degrees thirty (30) minutes East one hundred twenty-eight (128) feet to an iron pin; thence along land now or late of Warren M. Hess, South sixty-eight (68) degrees fifty-eight (58) minutes forty (40) seconds West two hundred eighty-five and five one-hundredths (285.05) feet to the place of BEGINNING.

BEING THE SAME PREMISES which ROBERT J. HAMBLETON and KENNETH H. LAWRENCE, Administrators d.b.n.c.t.a. of the ESTATE of R. GILES HAMBLETON, by their deed dated December 31, 1979 and recorded January 8, 1980 in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania in Deed Volume C, Book 79, Page 416, granted and conveyed unto ROBERT J. HAMBLETON and REBECCA M. HAMBLETON.

AND THE SAID ROBERT J. HAMBLETON died December 2, 2011, whereupon title vested in REBECCA M. HAMBLETON by right of survivorship.

AND THE SAID REBECCA M. HAMBLETON died testate on July 28, 2021, with Letters Testamentary remaining of record in the Lancaster County Register of Wills Office to No. 36-2021-02319 and being granted to KIMBERLY A. RANKIN, Executrix, on August 10, 2021.