

# 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. Zoning is R-1 Rural according to the *Providence Township Zoning Ordinance* and Map.

8. 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. 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.

9. Sewer Addendum is attached as Exhibit "B" and made a part hereof.

10. 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.

11. 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.

12. 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."

13. 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.

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

15. 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 lot of land, known as Lot (1), on a plan of land of John H. and Charlotte G. Musser (1), a copy of which is recorded in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania in Subdivision Plan Book J-82, Page 21, situated in Providence Township, Lancaster County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the Northeast corner of thereof, a point in or near the center of LR 36015, between Truce and New Providence, a corner of land of C.J. Charles; thence extending along the said highway, South twenty-seven (27°) degrees and naught (00') minutes West two hundred sixty-nine and forty hundredths (269.40') feet to a point in the highway; thence leaving the highway and extending by land of the said John H. and Charlotte G. Musser, North forty-seven (47°) degrees and eighteen (18') minutes West, on hundred fifty-two and seventy hundredths (152.70') feet to an iron pin, thence extending by land Of the same, North forty-two (42°) degrees and ten (10') minutes East two hundred thirty-two and eighty hundredths (232.80') feet to an iron pin; thence by land of C.J. Charles, South sixty-three (63°) degrees and thirty (30') minutes East, eighty-six and eighty hundredths (86.80') feet to the place of BEGINNING.

CONTAINING 0.678 acres.

BEING THE SAME PREMISES which JOHN H. MUSSER and CHARLOTTE G. MUSSER by their deed dated May 6, 1974 and recorded the same day in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania in Deed Book F-65, Page 872, 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.

**SEWAGE SYSTEM — ADDENDUM TO AGREEMENT OF SALE**

(Notices pursuant to Pennsylvania Sewage Facilities Act)

RE: Truce Road Lot – Providence Township  
 SELLERS: Estate of Rebecca M. Hambleton  
 BUYERS: \_\_\_\_\_  
 DATE OF AGREEMENT: \_\_\_\_\_

CHECK WHERE APPLICABLE:

✓ **NOTICE: THERE IS NO CURRENTLY EXISTING COMMUNITY SEWAGE SYSTEM AVAILABLE FOR THE SUBJECT PROPERTY.** Section 7 of the Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter, repair or occupy any building or structure for which an individual sewage system is to be installed without first obtaining a permit. Buyer is advised by this notice that, before signing an agreement of sale. Buyer should contact Providence Township Sewage Enforcement Officer (local authority for administering the Act) to determine the procedure and requirements for obtaining a permit for an individual sewage system.

\_\_\_\_\_ **NOTICE: THIS PROPERTY IS SERVICED BY AN INDIVIDUAL SEWAGE SYSTEM INSTALLED UNDER THE TEN-ACRE PERMIT EXEMPTION PROVISIONS OF SECTION 7 OF THE PENNSYLVANIA SEWAGE FACILITIES ACT.** (Section 7 provides that a permit may not be required before installing, constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and site testing were not conducted and that, should the system malfunction, the owner of the property or properties serviced by the system at the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as a result.

\_\_\_\_\_ **NOTICE: THIS PROPERTY IS SERVICED BY A HOLDING TANK (PERMANENT OR TEMPORARY) TO WHICH SEWAGE IS CONVEYED BY A WATER CARRYING SYSTEM AND WHICH IS DESIGNED AND CONSTRUCTED TO FACILITATE ULTIMATE DISPOSAL OF THE SEWAGE AT ANOTHER SITE.** Pursuant to Section 7.1 of the Pennsylvania Sewage facilities Act, Seller must provide a history of the annual cost of maintaining the tank from the date of its installation or December 14, 1995, whichever is later.

ANNUAL COST OF MAINTAINING HOLDING TANK:

YEAR COMMENCING:	COST:

WITNESS \_\_\_\_\_ BUYER Kimberly A. Rankin, Executrix DATE \_\_\_\_\_  
 WITNESS \_\_\_\_\_ BUYER \_\_\_\_\_ DATE \_\_\_\_\_  
 WITNESS \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
 WITNESS \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
 WITNESS \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_