

CONDITIONS OF SALE

The Conditions of the present public sale are as follows:

1. The property to be sold is known as 2528 Willow Street Pike, Willow Street, West Lampeter Township, Lancaster County, Pennsylvania, as more fully described in Exhibit "A" ("Property").

2. The highest bidder shall be the Purchaser ("Purchaser") upon the Property being struck off to him or her; and Purchaser shall immediately thereafter sign the Purchaser's Agreement attached to these Conditions of Sale and pay down ten percent (10%) of the purchase money 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. 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 the PURCHASE MONEY shall be paid at SETTLEMENT to be held at the office of BRUBAKER CONNAUGHTON GOSS & LUCARELLI LLC, 480 New Holland Avenue, Suite 7202, Lancaster, Pennsylvania 17602, on or before July 15, 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 a fiduciary warranty 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 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 roads, rights of public service companies and easements, rights or other non-monetary encumbrances either 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. 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 private well and public septic system.

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 him/herself that the zoning of the Property is satisfactory for his/her 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/she 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. 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 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 hazards may be present in the housing. To the best of the Executrix'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 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:

Stephanie S. Grimes, Executrix of the
Estate of Mark L. Drukenbrod, Deceased

PURCHASER'S AGREEMENT

I/We, _____ and/or assigns agree that I/we have purchased 2585 Willow Street Pike, Willow Street, West Lampeter 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. I/We further acknowledge receipt of the title search for the Property from the Seller.

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

Signed in the presence of:

Purchaser

Purchaser

EXHIBIT "A"
Description of the Property

ALL THAT CERTAIN lot or piece of land situated on the West side of Pennsylvania Highway Route No. 72 leading from Lancaster to Willow Street in the Township of West Lampeter, County of Lancaster and Commonwealth of Pennsylvania, having thereon erected a two and one-half story brick dwelling house, frame barn and garage and other improvements, bounded and described according to a survey and plan thereof made by John G. Clark on July 20, 1948, as follows, to wit:

BEGINNING at a point in the middle of Pennsylvania Highway Route No. 72 leading from Lancaster to Willow Street at a corner of land now or late of Martin E. Keen; thence in the middle of said highway, South twenty-eight (28) degrees, eighteen (18) minutes East, one hundred (100) feet to a point a corner of land now or late of Ira Brenneman; thence leaving said highway and by land now or late of Ira Brenneman, South sixty-one (61) degrees forty-two (42) minutes West, four hundred twenty-nine and one-tenth (429.1) feet to a iron pipe in line of land now or late of C. Henry Hess; thence along the same, North eight (8) degrees forty-one (41) minutes West, one hundred five and four tenths (105.4) feet to a post a corner of land now or late of Martin E. Keen; thence along land now or late of Martin E. Keen, North sixty-one (61) degrees forty-two (42) minutes East, three hundred ninety (390) feet and six (6) inches, to a point, the place of BEGINNING.

Containing one hundred forty-seven and ninety-six hundredths (147.96) square perches, more or less.

EXHIBIT "B"
Seller's Property Disclosure Statement

See attached.

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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