

CONDITIONS OF SALE

The conditions of the present public sale are as follows:

1. The property to be sold is a tract of land with improvements located thereon, which is known and addressed as 1416 Picket Drive, East Hempfield Township, Lancaster County, Pennsylvania (and identified as Parcel ID No. 290-18042-0-0000), as more fully described on Exhibit A, attached hereto and incorporated herein by reference (the "Property"). The Property is improved with a single-family dwelling and related appurtenances. The Property is a Unit within the Planned Community known as "Veranda, a Planned Community". The Property is subject to certain covenants, conditions, and restrictions which govern the use of the Property and require the payment of assessments to the unit owners' association for the Planned Community (the "Association"). The sale of the Property is being made subject to all governing documents for the Planned Community, including the bylaws of the Association, rules and regulations, declaration of covenants and restrictions, and the plats and plans for the Planned Community, all as amended from time-to-time, whether or not such documents are recorded.

2. The highest approved bidder shall be the Purchaser upon the Property being struck off to him; and the Purchaser shall immediately thereafter sign the Purchaser's Agreement on these Conditions of Sale, and pay down ten percent (10%) of the Purchase Money, as security for the performance of this Agreement, and such amount shall be paid by check in U.S. Dollars and immediately available funds. If any dispute arises among bidders, the Property shall immediately be put up for renewal of bidding. The Auctioneer may recess the auction and may use discretion with respect to the minimum amount by which the bidding may advance. The Seller reserves the right to withdraw the Property from sale for want of a sufficient bid equal to a reserve price, and without declaring the amount of such reserve price. As used herein, "Purchase Money" shall mean the amount of the bid by the highest approved bidder.

3. BALANCE OF PURCHASE MONEY shall be paid at SETTLEMENT to be held in Lancaster County, Pennsylvania at the office of the Purchaser's attorney or title company on or before forty-five (45) days following the date of the auction (unless some other time or place shall hereafter be agreed upon by the Seller and the Purchaser), upon which payment the Seller shall convey to the Purchaser by deed with a fiduciary warranty, prepared at Purchaser's expense, title to said Property, free and clear of all liens and encumbrances not noted in these Conditions, but subject to any existing easements, both visible and recorded, building or use restrictions of record (including any restrictive covenants of record and the governing documents for the Planned Community), zoning or land subdivision ordinances, other municipal ordinances, encroachments of any kind within the legal width of public highways, or public utility rights-of-way, as well as all other matters of record to the extent legal and still in full force or effect. Time is of the essence in this Agreement.

4. At Settlement, the Property shall be in substantially the same condition as at present, except for (a) ordinary reasonable wear and tear, (b) damage which occurs after possession has been given to the Purchaser, or (c) any taking by eminent domain or damage by casualty.

5. The Property is zoned Medium Density Residential, pursuant to the zoning ordinances of East Hempfield Township, and has been used as a residence.

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

7. Acknowledgments to deed shall be paid by the Seller, and all required state and local realty transfer

taxes shall be paid by the Purchaser.

- a. Real estate taxes shall be apportioned to date of Settlement or prior delivery of possession on a fiscal year basis.
- b. Purchaser shall pay all expenses related to title insurance and all other expenses of the conveyances.
- c. Sewer and water charges shall be apportioned to date of Settlement.
- d. Prior to Settlement, Purchaser shall request a resale certificate from the Association. All expenses due at Settlement as shown in the resale certificate issued by the Association shall be borne by Purchaser, including but not limited to any resale certificate costs, pre-payment of Association dues, capital contributions, and initiation fees. At Settlement, Purchaser shall reimburse Seller for any assessments paid by Seller for any period following Settlement. **THIS TRANSACTION IS NOT CONTINGENT UPON PURCHASER'S REVIEW OR SATISFACTION WITH THE RESALE CERTIFICATE. SELLER IS IN NO EVENT REQUIRED TO CURE ANY ITEMS SHOWN ON THE RESALE CERTIFICATE.**

8. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances, gas, electric, heating, plumbing, lighting and water fixtures and systems, and any articles permanently affixed to the Property, including washer, dryer, refrigerator and all window treatments. All appliances at the Property on the date of the auction, as well as personal property, furnishings, and moveable property on the date of settlement are included in the sale and are being sold in their AS-IS, WHERE-IS condition, as further set forth in Paragraph 11, below.

9. Possession shall be given to the Purchaser at Settlement.

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

11. The Property being sold at this public sale is being sold "AS IS" in its present condition with all faults and without any representations, warranty, express or implied, with respect to the condition thereof, unless otherwise specified herein. This sale is not contingent upon desire of the Purchaser, or requirement of the Purchaser's mortgagee, that there be satisfactory inspections made prior to Settlement. If any corrections are determined to be advisable, or required by any lender, such corrections shall be made at the expense of the Purchaser. No agent or representative of the Seller is authorized to make any statement or representation as to quality, character, or condition of any property offered at this sale, and any representation or statement made by any agent or representative of the Seller will not be binding on the Seller or considered as grounds for any claim, adjustment or rescission of any sale. IT IS SPECIFICALLY ACKNOWLEDGED THAT PURCHASER SHALL PURCHASE THE PROPERTY SUBJECT TO AND INCLUDING ALL PERSONAL PROPERTY, FURNISHINGS, AND OTHER MOVEABLE PROPERTY LOCATED ON THE PROPERTY AT THE TIME OF SETTLEMENT. SELLER RESERVES THE RIGHT TO REMOVE ANY OR ALL PERSONAL PROPERTY, FURNISHINGS, AND OTHER MOVEABLE PROPERTY LOCATED ON THE PROPERTY PRIOR TO SETTLEMENT IN ITS SOLE DISCRETION. ALL PERSONAL PROPERTY, FURNISHINGS, AND OTHER MOVEABLE PROPERTY LOCATED ON THE PROPERTY AT THE TIME OF SETTLEMENT WILL BE SOLD IN ITS AS-IS, WHERE-IS CONDITION WITH ALL FAULTS.

- a. The Seller has not had the Property or the interior of any improvements thereon, including the residence, tested for the presence of radon gas or asbestos and as a result makes no representations as to the presence or absence of such gas or material in acceptable or unacceptable levels or quantities. This sale is not conditioned in any way upon satisfactory tests having been made prior to Settlement.

- b. It is understood that the Purchaser has inspected the Property, or hereby waives the right to do so, and has agreed to purchase it as a result of such inspection and not because of or in reliance upon any representation not included herein, whether made by the Seller or any other representative of the Seller, or by an agent, if any, of the Seller or the Purchaser or both.

12. The Purchaser hereby releases, quitclaims and forever discharges the Seller from any and all claims, losses or demands, including, but not limited to personal injuries and property damage and all of the consequences thereof, whether now known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazards, environmental hazards, any defects or deficiencies in the sewer or water service system, any code violations, or any defects or conditions on the Property. This release shall survive Settlement.

13. The Purchaser further acknowledges that the Purchaser has not received and is not required to receive a Seller's Property Disclosure Statement. The Real Estate Seller Disclosure Law, 68 Pa. C.S.A. Sections 7301 - 7315, exempts transfers by a fiduciary in the course of administration of a decedent's estate, guardianship, conservatorship or trust from the requirement that a seller of residential real estate complete a Seller's Property Disclosure Statement.

Purchaser's Initials: _____

14. The Property is served by public water and public sewer.

15. The Purchaser shall be responsible for any written notice served upon the Seller, and for any work done or ordered to be done upon or about the Property, after the date of the Purchaser's Agreement on these Conditions of Sale by any municipal or other public authority. In addition, the Purchaser shall be responsible for obtaining any certifications, inspections or licenses from the appropriate municipal departments that may be required by law, any fees or costs in connection therewith, and any corrections or improvements to the Property required in order to obtain such certifications, inspections or licenses.

16. 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 or the present Purchaser's 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.

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. The Purchaser shall bear the risk of loss in the event of casualty or damage to the Property from any cause prior to Settlement and is advised that it may carry insurance on the Property. Seller will maintain present fire insurance coverage until Settlement and in case of loss will credit on account of the purchase price at Settlement any insurance collected or collectable therefore, less any amounts necessary to reimburse Seller for

costs incurred in maintaining/repairing the Property as a result of such casualty. In the event of any taking by eminent domain, Purchaser shall be entitled to any proceeds received by Seller for such taking.

SELLER:

ESTATE OF SARA T. BUCKWALTER

By: _____
Joan B. Kraye, Co-Executor

PURCHASER'S
AGREEMENT

I/We, _____, intending to be legally bound, agree to purchase the real estate described in the foregoing Conditions, subject to said Conditions, for the sum of \$ _____.

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

Signed in the presence of:

Purchaser(s):

_____ (SEAL)

Print name: _____

Telephone Number

_____ (SEAL)

Print name: _____

Telephone Number

RECEIPT

Received of the Purchaser(s) on above date, as down money on account of the above purchase price, the sum of

\$ _____.

SELLER:

ESTATE OF SARA T. BUCKWALTER:

By: _____

Joan B. Krayner, Co-Executor

EXHIBIT A

Legal Description for Property

ALL THAT CERTAIN parcel of real estate situate in East Hempfield Township, County of Lancaster, Commonwealth of Pennsylvania, described as follows, to wit:

UNIT NUMBER: Lot 81 in Veranda, a Planned Community as established by the filing of the Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Veranda, a Planned Community in East Hempfield Township, Lancaster County, Pennsylvania as recorded in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania in Instrument No. 5333109; First Amendment in Instrument No. 5357020; Second Amendment in Instrument No. 5426493; Third Amendment in Instrument No. 5722786; and Fourth Amendment in Instrument No. 5942378 (referencing Subdivision Plan recorded in Plan Book J-219, Page 98; and Subdivision Plan Book J-225, Page 16; Instrument No. 5816588-J; Instrument No. 5816590-J; Instrument No. 2011-0037-J; and Instrument No. 2011-0191-J) and as may be further amended.