

CONDITIONS OF SALE

THE CONDITIONS of the present public sale for property being offered for sale by Barry Scaringi, being held this 2nd day of November 2024, are as follows:

1. The property to be sold is ALL THAT CERTAIN tract or piece of land being known as 128 Edgemont Lane, Newmanstown, PA 17073, Pennsylvania, as per attached legal description.

2. The highest bidder shall be the Purchaser (both Seller and Purchaser, whether one or more, are designated throughout these Conditions of Sale in singular masculine form) 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 (10%) percent of the Purchase Money in form satisfactory to 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. The balance of Purchase Money shall be paid at settlement to be held at the office of _____ Pennsylvania, on or before forty-five (45) days from the date hereof (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 special warranty deed prepared at the Purchaser's expense, good and marketable fee simple 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, encroachments of any kind within the legal width of public highways, and any and all rights of way and easements visible upon the ground or which appear in the chain of title to said property.

The Seller represents (i) that there are no pending and unsettled eminent domain proceedings, no appropriations by the filing of State Highway plans in the Recorder's Office, and no uncomplained-with orders from any governmental authority to do work or correct conditions, affecting this property, of which the Seller has knowledge; (ii) that no part of the property, except any part within utility reserve strips in developments or within legal limits of highways, is, or at settlement will be, subject to any currently-used

or enforceable easement for any underground electric or telephone cable or sewer, gas or water pipe serving other than this property, except those which are apparent upon reasonable physical inspection of the premises and which appear in the chain of title to said premises; and (iii) that this property is believed, but not guaranteed to be, zoned Residential Suburban.

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

6. (a) Acknowledgments to the deed shall be paid by Seller, and all required state and local Realty Transfer Taxes shall be paid by the Purchaser.

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

(c) Water and sewer rent, if any, 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 which Seller has not specifically engaged, shall be paid by Purchaser. All closing costs, document preparation, fees and expenses of settlement shall be paid by the Purchaser.

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 and built-in ovens; laundry tubs; radio and televisions 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; cabinets; awnings; and any articles permanently affixed to the property except the following which will not be sold with the real property:

_____.

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

9. Seller will continue in force the present insurance carried for the property 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.

10. This property is being sold under reserve and is being sold in its "as is" condition.

11. If a survey of the property is either desired or required, it shall be ordered and paid for by the Purchaser.

12. The Seller makes no representation or warranty concerning the condition of the property or any of its operating systems.

13. 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.

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 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.

15. Offsite Bidding: Seller shall accept bids 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 Phil Nissley, Auctioneer within 24 hours after conclusion of the auction to arrange a time to drop off deposit check and fully executed Conditions of Sale and Seller's Disclosure at a location to be determined.

(c) Failure to contact Phil Nissley within 24 hours OR appear at the duly arranged time to submit 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.

(d) Prospective bidder accepts all terms herein.

NAME OF SELLER: _____

By: _____
Seller (or Power of Attorney)

PURCHASER'S AGREEMENT TO CONDITIONS OF SALE

I/We, _____, agree to have purchased the Real Estate mentioned in the foregoing Conditions, subject to said Conditions, for the sum of \$_____; 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 court, present or future exemption laws, and right of appeal.

Witness my/our hands and seal(s) this _____ day of _____, 2017.

WITNESS:

_____ (SEAL)
Purchaser

_____ (SEAL)
Purchaser

RECEIPT

Received of Purchaser on above date, as down money on account of the above Purchase Price, the sum of \$_____.

_____, on behalf of Seller.

LEGAL DESCRIPTION