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**22 Hemlock Circle, Elizabethtown
Lancaster County, Pennsylvania**

CONDITIONS OF PUBLIC SALE

The conditions of public sale are as follows:

1. **THE PROPERTY** to be sold includes the land and improvements erected thereon located in Elizabethtown Borough, Lancaster County, known as 22 Hemlock Circle, Elizabethtown, Pennsylvania, and is described on the attached exhibit.
2. **THE HIGHEST BIDDER** shall be the Purchaser when the property is struck off by the Auctioneer, and that bidder shall immediately sign the Agreement which is a part of these Conditions. If any dispute arises among bidders, the property may immediately be offered for renewal of bidding.
3. **A NON-REFUNDABLE DOWN PAYMENT of TEN PERCENT (10%)**, of the purchase price shall be paid by the Purchaser at the signing of this agreement.
4. **THE BALANCE OF THE PURCHASE PRICE** shall be paid on or before August 4, 2025, (45 days from auction), at settlement to be held at the office of Randall K. Miller, Esquire, 659 East Willow Street, Elizabethtown, PA, (unless some other time and place is mutually agreed upon).
5. **GOOD AND MARKETABLE TITLE** shall be conveyed by the Seller to the Purchaser at settlement by deed prepared at the Purchaser's expense. The property shall be free and clear of all liens and encumbrances not noted in these Conditions, but subject to building or use restrictions, zoning and land subdivision regulations and any easement which is apparent upon reasonable physical inspection.
6. **THE CONDITION OF THE PROPERTY** at settlement shall be substantially the same as at present, except for damage of any kind for which full or partial recovery may be had under the Seller's or Purchaser's insurance and except for damage which occurs after

possession has been given to Purchaser. Seller makes no other warranty as to any condition or any environmental matter. The property is sold "**as is**". The Seller will maintain the present fire insurance coverage until settlement and, in case of loss, will credit on account of the purchase price at settlement and insurance collected or collectable therefore.

7. **FORMAL TENDER** of deed and purchase money are waived.

8. **REAL ESTATE TRANSFER TAXES** shall be paid by the Purchaser

9. **REAL ESTATE TAXES** will be apportioned to the date of settlement on a fiscal year basis.

10. **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 {Attorney} 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 {Attorney office or determined location}

(c) Failure to contact {Attorney} 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.

11. **SEWER AND WATER** (if applicable) will be prorated as of date of settlement.

12. **POSSESSION** shall be given to Purchaser at settlement.

13. **ZONING**: The parties acknowledge that no representation whatsoever is made concerning zoning of the premises, or the uses of the premises that may be permitted under local ordinances, and that Purchaser has satisfied himself that the zoning of premises is satisfactory for his contemplated use thereof. 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). If Purchaser's intended use requires any federal, state, or local permits or inspections, including, but not limited to, use or occupancy permits, Purchaser is responsible for obtaining such permits or inspections at Purchaser's expense.

14. **RESERVATION** - Seller reserves the right to reject any or all bids.

15. DEFAULT -

- (a) If the purchaser shall default in performing any act herein required by the date specified, the Seller, by written notice to the Purchaser 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;"
- (b) If the Seller is unable to give the title as provided herein, the Purchaser may elect either
 - (i) to take such title as Seller can give, or
 - (ii) to require Seller to return to Purchaser all payment including any note given 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 obligations of both Seller and Purchaser under this agreement shall terminate; and
- (c) In case of non-compliance by the Purchaser with these Conditions, the Seller, in addition to all remedies provided by the law, shall have the option either;
 - (i) to retain the Purchaser's down money as liquidated damages regardless of whether or not, or on what terms, the property is resold, or
 - (ii) to resell the property at public or private sale, with or without notice to the present Purchaser or any sureties 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.

16. **PARTIES BOUND** - The terms "Seller" and "Purchaser" include all those who sign in those capacities and this agreement shall be binding upon their heirs, successors and assigns.

WITNESS:

SELLER:

**THOMAS S. MUMMA BY AND
THROUGH HIS AGENT, SALLY J.
MOYER OR THOMAS L. MUMMA**

Date: _____

PURCHASER'S AGREEMENT

The undersigned Purchaser(s) agree(s) to purchase property, located at 22 Hemlock Circle, Elizabethtown, Pennsylvania, the real estate mentioned in the foregoing Conditions of Sale, subject to those conditions, for the sum of: _____ DOLLARS (\$ _____);

and if the undersigned acquires possession of the premises before payment of the purchase money and shall fail to make payment when due, any attorney is authorized to appear for the undersigned in any court and, to the extent and under the conditions, if any, then permitted by law, confess judgment in ejectment against the undersigned, in favor of the Seller or the Seller's assigns, for possession, with cause or writ of execution for costs; the undersigned hereby waiving all irregularities, notice, leave of court, present or future exemption laws, and right to appeal.

WITNESSES:

PURCHASER(S):

Purchaser's signature

Purchaser (please print)

Co-Purchaser's signature

Co-Purchaser (please print)

Co-Purchaser's signature

Co-Purchaser (please print)

Purchaser's daytime telephone number

Date: _____

Email: _____

RECEIPT

Received of Purchaser on _____ day of _____, 20_____, as down money on
account of the above purchase price, the sum of \$ _____ on behalf of the Seller.

Randall K. Miller, Esquire

LEGAL DESCRIPTION

All THAT CERTAIN lot or piece of land with dwelling house thereon erected, situated on the Western side of Hemlock Circle in the Borough of Elizabethtown, County of Lancaster and Commonwealth of Pennsylvania, said dwelling house being known as 22 Hemlock Circle, and being Lot No. 53, on the Plan to Sunrise Terrace Section III recorded in Lancaster County Recorder's Office in Subdivision Plan Book J-108, Page 55 and bounded and described as follows:

BEGINNING at a point on the property line on the Western side of Hemlock Circle at a corner of Lot No. 54 as shown on aforesaid plan, thence along the property line on the Western side of Hemlock Circle South Twenty-six Degrees Ten Minutes East (S 26° 10' E) a distance of One Hundred (100) Feet to a point; thence along Lot No. 52 on aforesaid plan South Sixty-three Degrees Fifty Minutes West (S 63° 50' W) a distance of One Hundred Forty (140) Feet to a point; thence along Lot No. 48 on aforesaid plan North Twenty-six Degrees Ten Minutes West (N 26° 10' W) a distance of One Hundred (100) Feet to a point; thence along Lot No. 54 on aforesaid plan North Sixty-three Degrees Fifty Minutes East (N 63°50' E) a distance of One Hundred Forty (140) Feet to the place of BEGINNING.

CONTAINING 0.321 Acres of land.

SAID LOT IS SUBJECT to a Ten (10) Feet wide drainage easement along the Western boundary as shown on aforesaid plan.

BEING TRACT NO. 2 of the same premises which Elizabethtown Development Corporation, by its deed dated March 6, 1980 and recorded in Lancaster County Recorder's Office at Record Book M, Vol. 79, Page 506, granted and conveyed unto John C. Reider and Jane E. Reider, husband and wife, as tenants by the entireties.

SAID LOT is conveyed UNDER & SUBJECT to the same building and use restrictions as are set out in full in deed from Elizabethtown Development Corporation to John A. Schoch Jr., et ux, dated November 14, 1973 and recorded in Lancaster County Recorder's Office at Record Book P, vol. 51, Page 938.