

CONDITIONS OF SALE

1. The real estate to be sold is 208 East 6th Street, Lititz, Pennsylvania 17543 (hereinafter referred to as the "Subject Property" or "Subject Premises"), and is further described in "EXHIBIT A" attached hereto and made a part hereof.

2. The highest bidder shall be the Purchaser upon the Subject Property being struck off to him, and he shall immediately thereafter sign the Purchaser's Agreement attached to these CONDITIONS OF SALE, and pay down ten (10%) percent of the purchase price, on account, or furnish sureties satisfactory to the Seller as security for the performance of this agreement.

3. If any dispute arises among the bidders, the Subject Property shall immediately be put up for a renewal of bidding.

4. The balance of purchase money shall be paid within 45 days of down payment, upon which payment, the Seller will convey to the Purchaser by fiduciary warranty deed prepared at the Purchaser's expense, title to said Subject Property, free and clear of all liens, encumbrances and charges against the same, but under and subject to existing zoning and land subdivision ordinances, other governmental regulations, building or use restrictions, encroachments on public highways, easements within utility reserve strips or within legal limits of highways, or for utility service to these Subject Premises, and other easements of record or which reasonable physical examination would disclose, and the rights of public authorities with respect to public highways.

5. Settlement shall be made at the office of Metzger and Spencer, LLP, 901 Rohrerstown Road, Lancaster, PA 17601.

6. Formal tender of the Deed and purchase money are waived; TITLE SHALL BE GOOD AND MARKETABLE, or such as will be insured by a reputable, regulated title insurance company authorized to do business in the Commonwealth of Pennsylvania; otherwise, the Purchaser shall be repaid the deposit money paid on account, whereupon the Seller's involvement, and any liability, shall cease absolutely.

7. Acknowledgments to the Deed shall be paid by the Seller and all required Pennsylvania Realty Transfer Stamps, Local Stamps and all Transfer Stamps/Taxes shall be paid by Purchaser. Real Estate Taxes shall be prorated between Seller and Purchaser on a fiscal year basis. Water and Sewer rent, if any, shall be paid by Seller to date of settlement.

8. All buildings, improvements, rights, liberties and privileges, with the appurtenances, all gas, electric, heating, plumbing and water plants, fixtures and systems, ranges and laundry tubs, and any other articles permanently annexed to the Subject Property, are included in the sale except: _____

9. Possession shall be given to the Purchaser at the time of settlement.

10. The Seller agrees to continue in force the present fire insurance in the existing amount until delivery of the Deed or possession to the Purchaser, whichever shall first happen, and in the event of a fire, to credit on account of the purchase price any insurance collected for the loss. Purchaser may procure additional insurance immediately upon the Subject Property being struck off to him, and in that event, Purchaser shall keep Seller informed of such additional coverage and shall provide Seller with written confirmation of such coverage.

11. If the Purchaser requests or desires a survey of the Subject Premises, it shall be made at the expense of the Purchaser.

12. In case of non-compliance by the Purchaser with these Conditions of Sale, the Seller may, with or without notice to the Purchaser or his sureties, retain Purchaser's down payment as damages for the non-performance of this Agreement. In addition, Seller may resell the Subject Premises either at public or private sale; any loss on such resale to be made good by the Purchaser at the present sale and his sureties, and any advance to be for the benefit of the Seller.

13. Seller has not had the Subject Premises, or the interior of any improvements situated on the Subject Premises, tested for the presence of radon gas, asbestos, mold, lead based paint or any other gases, growth or materials that Purchaser may find objectionable, and as a result makes no representations as to the presence or absence of any such gas, growth or other 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.

14. No representations are being made by Seller as to the condition of the improvements situated on the Subject Premises and this sale is not contingent upon any desire of Purchaser, or requirement of Purchaser's mortgagee that there be satisfactory plumbing, heating, roofing, termite, mold, radon or other inspections or remediation 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 Purchaser. The Subject Premises is being sold "as is".

15. A certified or cashier's check, from the Buyer's financial institution of choice, or personal check, shall be sufficient and accepted by the Seller for the down payment.

16. 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 John W. Metzger, of Metzger and Spencer, LLP, 901 Rohrerstown Road, Lancaster, Pennsylvania 17601, (717) 475-5890, or Phil Nissley, of Hess Auction Group, 768 Graystone Road, Manheim, Pennsylvania 17545, (717) 475-4943, within 24 hours after conclusion of the auction to

arrange a time to drop off deposit check and fully executed Conditions of Sale and Purchaser's Acknowledgment/Seller's Lead Paint Disclosure at Metzger and Spencer, LLP, 901 Rohrerstown Road, Lancaster, Pennsylvania 17601;

- (c) Failure to contact John W. Metzger or Phil Nissley within 24 hours, AND to make arrangements 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 other third party; AND
- (d) The prospective bidder accepts all terms herein, as evidenced by their execution of the PURCHASER'S AND SURETY'S AGREEMENT.

17. The provisions of these conditions of sale shall survive settlement and the recording of the deed.

ESTATE OF HENRY R. BROWN

Date

By:

JOHN W. METZGER, Co-Executor
SELLER

Date

By:

SUZANNE V. SNYDER, Co-Executor
SELLER

METZGER AND SPENCER, LLP
901 ROHRERSTOWN ROAD
LANCASTER, PA 17601
(717) 208-3145

EXHIBIT “A”

ALL THAT CERTAIN lot or tract of land together with the improvements thereon erected situate on the south side of Sixth Street, in the Borough of Lititz, County of Lancaster and Commonwealth of Pennsylvania, being known as Lot No. 11, Block A, as shown on a Final Subdivision Plan for Phase I, Sixth Street Extension, prepared by Rettew Associates, Inc., dated February 27, 1991, Drawing No. 891235-01FP1 and recorded in the Office of the Recorder of Deeds in and for Lancaster County, in Subdivision Plan Book J-173, Page 95, being more fully bounded and described as follows, to wit:

BEGINNING at a point on the south side of Sixth Street, said point being a corner of Lot No. 12, Block A; thence extending along the south side of Sixth Street, North 37 degrees 18 minutes 04 seconds East, a distance of 24.63 feet to a point; thence continuing along Sixth Street on a radius of 170.00 feet, an arc distance of 68.34 feet, said chord bearing North 38 degrees 58 minutes 28 seconds East, a distance of 68.33 feet to a point a corner of Lot No. 10, Block A; thence extending along said Lot No. 10, Block A, South 49 degrees 21 minutes 09 seconds East, a distance of 151.88 feet to a point a corner of land now or formerly of Walter J. and Claire L. Melzer; thence extending along same, South 41 degrees 25 minutes 45 seconds West, a distance of 50.17 feet to a 5/8 foot rebar(set); thence extending along lands now or formerly of Walter J. and Claire L. Melzer and lands now or formerly of Russel J. and Dawn E. Mellinger, South 37 degrees 18 minutes 04 seconds West, a distance of 34.02 feet to a point a corner of Lot No. 12, Block A; thence extending along Lot No. 12, Block A, North 52 degrees 41 minutes 56 seconds West, a distance of 150.00 feet to a point, the place of BEGINNING.

PURCHASER'S ADDRESS: _____

TELEPHONE: _____ (HOME) _____ (WORK)

PURCHASER'S SOCIAL SECURITY #: _____

PURCHASER'S ATTORNEY: _____

PURCHASER'S ADDRESS: _____

TELEPHONE: _____ (HOME) _____ (WORK)

PURCHASER'S SOCIAL SECURITY #: _____

PURCHASER'S ATTORNEY: _____

PURCHASER'S AND SURETY'S AGREEMENT

I/We, _____ acknowledge that I/we have purchased the Subject Premises identified in the foregoing Conditions of Sale, subject to, and in accordance with the terms of said Conditions, for the sum of _____ Dollars (\$ _____); and if I/We shall acquire possession of the Subject Premises before payment of the purchase money and shall fail to make payment when due, I/We authorize the Prothonotary or any attorney-at-law to appear for me/us in any Court of record 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 Subject Premises and direct the issuing of a writ of Habere Facias Possessionem, with the clause of Fieri Facias for costs; hereby waiving all irregularities, notice, leave of court, present or future exemption laws, and right of appeal.

I/We, _____ intending to be legally bound hereby, become surety for the payment of the above-described purchase money, and for compliance with the foregoing Conditions of Sale by the above-named Purchaser.

I/WE FURTHER acknowledge receipt of the packet entitled "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" from the Seller or Seller's counsel. I/WE FURTHER acknowledge receipt, review, completion, Certification of Accuracy and execution of the Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards form appended to this PURCHASER'S AND SURETY'S AGREEMENT.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s and seal/s this ____ day of March, A.D., 2025.

WITNESSES:

PURCHASER

PURCHASER

SURETY

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Every Purchaser of any interest in residential 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 intelligent quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessment or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards.

Seller's Disclosure

(a) Presence of lead-based and/or lead-based paint hazards (check (i) or (ii) below)

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (Subject Premises) (explain):

(ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing (Subject Premises).

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (Subject Premises) (list documents below):

(ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing (Subject Premises).

Purchaser's Acknowledgment

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet "Protect Your Family from Lead in Your Home."

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

ESTATE OF HENRY R. BROWN

Date

By: _____
JOHN W. METZGER, Co-Executor
SELLER

Date

By: _____
SUZANNE V. SNYDER, Co-Executor
SELLER

Date

PURCHASER

Date

PURCHASER

RECEIPT

Received of the above-named Purchaser on the date hereinabove set forth, the sum of _____ DOLLARS (\$ _____) on account of the above purchase price.

ESTATE OF HENRY R. BROWN

Date

By: _____
JOHN W. METZGER, Co-Executor
SELLER

Date

By: _____
SUZANNE V. SNYDER, Co-Executor
SELLER