

# CONDITIONS OF SALE

The Conditions of this public sale are as follows:

1. The property to be sold is as described in Exhibit "A" attached hereto and made a part hereof.

2. The highest bidder shall be the Purchaser 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 percent (10%) of the purchase money--or furnish sureties satisfactory 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.

3. BALANCE OF PURCHASE MONEY shall be paid at SETTLEMENT to be held at the office of PATERSON LAW LLC, 2819-J Willow Street Pike N, Willow Street, PA 17584, on or before **November 29, 2025**, (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 DEED prepared at the Purchaser's expense, good and marketable 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 of cornices, trim and spouting over property boundaries, or encroachments of any kind within the legal width of public highways.

If the Purchaser desires a survey for any reason, the cost for such survey shall be paid by Purchaser; provided, however, Purchaser will take title subject to any restrictions or objections to title disclosed by the survey.

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. Formal tender of deed and purchase money are waived.

5. (a) ACKNOWLEDGMENTS to deed shall be paid by Seller. All required state and local REALTY TRANSFER TAXES, and any and all fees incurred at settlement, including disbursement charges, tax certification fees, service fees, and any other fees attempted to be charged against the Seller by the attorney or title company holding settlement for the Purchaser, shall be paid by Purchaser.

(b) REAL ESTATE TAXES shall be apportioned to date of settlement or prior delivery of possession on a fiscal year basis.

6. POSSESSION shall be given to the Purchaser at settlement.

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 attached to gas systems, and built-in ovens; laundry tubs; radio and television 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; and any articles permanently affixed to the property

8. Seller will continue in force the present fire insurance on the dwelling (*and other structures*) 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.

9. Zoning is *A- Agricultural* according to the Providence Township Zoning Ordinance and Map.

10. Seller makes no warranty as to the condition of the property as to environmental matters. Seller has not conducted any investigations and has no actual knowledge of any environmental hazards, including but not limited to radon, asbestos, underground storage tanks and urea formaldehyde insulation.

11. Seller's Disclosure Form and Seller's Lead-Based Paint Disclosure and Warning Statement are attached as Exhibit "B" and Exhibit "C" and made a part hereof. The Seller's Disclosure Statements attached hereto notwithstanding, by execution of these Conditions of Sale the Purchaser acknowledges that Purchaser has either inspected the property and found it to be acceptable or, by signing these Conditions of Sale, waives any right to do so, except as provided in these conditions. **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, including, but not limited to, its structural integrity, roof, appliances, electrical system, heating system, plumbing, water system, sewage disposal system, or any portion thereof.**

11. If Seller is unable to give title as provided in Paragraph 3, Purchaser may elect either (a) to take such title as Seller can give, or (b) to require Seller to return to Purchaser all payments including any note(s) theretofore made 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 obligation of this agreement on both Seller and Purchaser shall terminate.

12. The Executor's certification that death taxes have been or will be paid will be acceptable to Buyer at settlement without further evidence or security for such payment.

13. If Purchaser shall default in performing any act herein required of him by the date(s) specified therefor, the Seller, by written notice to him at or 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."

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 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.

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 Kim Carter Paterson, Attorney for the Estate, 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 the office of PATERSON LAW LLC, 2819-J Willow Street Pike N, Willow Street, PA 17584.

c. Failure to contact Attorney for the Estate 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.

16. Broker Participation: If agent/real estate agent/broker registers the purchaser for the sale, the purchaser shall additionally pay to said broker, an agent premium equal to 1% of the purchase price. The seller shall have no obligation to pay any such premium to the purchaser's agent, irrespective of the seller's consent to participate, and purchaser shall be solely responsible for the payment of their agent/broker's commission.

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

18. Buyer hereby releases, quitclaims and forever discharges **SELLER, ALL AUCTIONEERS, AGENTS, their SUBAGENTS, EMPLOYEES, ATTORNEYS, and any OFFICER or PARTNER** of any one of them and any other **PERSON, FIRM, or CORPORATION** who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, which may arise from the presence of termites or other woodboring insects, radon, lead-based paint hazards, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. This release shall survive settlement.

Dated: 9.26.25

SELLER

ESTATE OF JOSE A. MENDEZ

Wesley A. Mendez  
Wesley A. Mendez, Co-Executor

Luis A. Mendez  
Luis A. Mendez, Co-Executor

**BUYER'S ACCEPTANCE**

I/We, \_\_\_\_\_  
\_\_\_\_\_ the

undersigned Buyer(s), having agreed to purchase the real estate mentioned in the foregoing Conditions subject to said Conditions, execute the Buyer's Acceptance and agree that it shall be binding upon Buyer(s) and the heirs, legal representatives, successors, and assigns, of Buyer.

**BUYER(S) ACKNOWLEDGE(S) RECEIPT OF SELLER'S PROPERTY DISCLOSURE STATEMENT AND LEAD PAINT NOTICE BEFORE SIGNING THIS AGREEMENT, IF REQUIRED BY LAW.**

I/We agree to purchase the Real Estate mentioned in the foregoing Conditions, subject to said Conditions, for the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

Buyer, by bidding at the sale, has agreed that Buyer has made any and all inspections prior to purchase which Buyer deems necessary or desirable.

Witness my/our hand/s and seal/s this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Signed in the presence of:

PURCHASER:

\_\_\_\_\_

\_\_\_\_\_

Name (print) \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name (print) \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No. \_\_\_\_\_

**RECEIPT:** Received from Purchaser on above date, as down money on account of the above purchase price, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) on behalf of Seller.

Date: \_\_\_\_\_

\_\_\_\_\_  
Kim Carter Paterson

## LEGAL DESCRIPTION

### 3 Woods Drive, Providence Township, Lancaster County

ALL THAT CERTAIN lot or tract of land with dwelling thereon erected, situate on the south side of Woods Drive (Township Road No. T-433), In the Township of Providence, County of Lancaster and Commonwealth of Pennsylvania, said lot being known as Lot No. 4 as shown on a Final Plan of Lots prepared for Hogan Enterprises, Inc., by Henry I. Strausser, Registered Surveyor, dated April 27, 1976, said Plan being known as Drawing No. PM-262, said Plan being recorded in the Recorder of Deeds Office in Lancaster, Pennsylvania, in Subdivision Plan Book No. J-97 on Page No. 123, said Lot being more fully bounded and described as follows:

BEGINNING at a P.K. spike in the centerline of Woods Drive (Township Road No. T-433), a corner of Lot No. 5, said P.K. spike being located at a distance of four hundred two and sixty-four hundredths (402.64) feet west of a point located at the intersection of the centerline of Woods Drive (Township Road No. T-433) and the centerline of Cinder Road (Pennsylvania Legislative Route No. 36015); thence along Lot No. 5, south thirteen (13) degrees, three (03) minutes and forty (40) seconds west, a distance of three hundred twenty (320.00) feet to an iron pin in line of Lot No. 6; thence along Lot No. 6, north seventy-six (76) degrees fifty-six (56) minutes and twenty (20) seconds west, a distance of one hundred fifty (150.00) feet to an iron pin, a corner of Lot No. 3; thence along Lot No. 3, north thirteen (13) degrees three (03) minutes and forty (40) seconds east, a distance of three hundred twenty (320.00) feet to a P.K. spike in the centerline of Woods Drive (Township Road No. T-433); thence in and along the center line of Woods Drive (Township Road No. T-433), south seventy-six (76) degrees fifty-six (56) minutes and twenty (20) seconds east, a distance of one hundred fifty (150.00) feet to the point and place of Beginning.

CONTAINING forty-eight thousand (48,000.00) square feet.

BEING THE SAME PREMISES which Hogan Enterprises, Inc by its deed dated September 26, 1976 and recorded September 28, 1976 in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania in Deed Book D. Volume 69, page 554, granted and conveyed unto JOSE A. MENDEZ and BETTY E. MENDEZ.

AND THE SAID BETTY E. MENDEZ died April 09, 2020, whereupon title vested in JOSE A . MENDEZ as the surviving tenant by the entireties.

AND THE SAID JOSE A. MENDEZ died testate on July 10, 2025 with Letters Testamentary remaining of record in the Lancaster County Register of Wills Office to No. 36-2025-01903 and being granted to WESLEY A. MENDEZ and LUIS A. MENDEZ, Co-Executors