

TERMS AND CONDITIONS OF SALE

The terms and conditions of the public sale to be held on October 18, 2025, of real estate belonging to the Estate of Martha J. Hossler (“Seller”) located at 630 Bellaire Road, Mount Joy Township, Lancaster County, Pennsylvania, are as follows:

1. Seller reserves the right to reject any and all bids for said property and if necessary, to adjourn said sale from time to time. If any dispute arises among bidders, the property shall immediately be put up for renewal of bidding at the last undisputed bid. **THIS AUCTION IS WITH RESERVE.**

2. The real estate is being sold “**AS IS**”. By bidding on the property, a Buyer is acknowledging that they have had an opportunity to inspect the property before the public sale and are not relying upon any representation made by Seller, Seller’s representatives, or the auctioneer. Seller makes no representations or warranty regarding the condition of the property or any improvements or structures erected on the property, including, but not limited to, its structural integrity, roof, appliances, electrical system, heating system, plumbing, wood infestation, radon levels, water systems, on-lot sewage disposal systems, or any other aspect of the real property. The purchase of the property is not subject to any inspection contingencies.

3. Upon acceptance of any bid, the successful bidder shall immediately deposit ten (10%) percent of the purchase price with the Seller in cash, by certified check, or other method approved by Seller. The deposit shall be paid to Seller and shall not be held in escrow. The balance of the bid price shall be paid in full at final settlement which shall occur **ON OR BEFORE December 2, 2025**, time to be of the essence. Settlement shall occur in Lancaster County, Pennsylvania, or at such other place as may be mutually agreed upon by the parties hereto.

4. The declared successful bidder shall be required to sign the attached Agreement of Sale immediately after the auction. **THE AGREEMENT OF SALE CONTAINS ALL OTHER TERMS AND CONDITIONS OF THE SALE AND SHOULD BE CAREFULLY REVIEWED BY THE BUYER BEFORE BIDDING.**

5. Offsite bidding: Seller shall accept bids from prospective bidders via the telephone and online on the following terms and conditions:

(a) Online bidders must register on HiBid.com in advance of the auction.

(b) If the successful bidder is bidding via telephone or online, the successful bidder must contact Attorney Kendra Mohr at 717-944-1333 within 24 hours after conclusion of the auction to arrange a time to drop off the deposit check and the fully executed Agreement of Sale and Seller's Property Disclosure Statements at Attorney Mohr's office.

(c) Failure to contact Attorney Mohr within 24 hours of the conclusion of the auction, or failure to appear at the duly arranged time to submit the deposit check and fully-executed documents, may, at the election of 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.

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AGREEMENT OF SALE

THIS AGREEMENT, is made this 18th day of October, 2025, by and between Lois F. Hossler Brewer and Dennis R. Hossler, Executors of the Estate of Martha J. Hossler, having an address of 2147 Sheaffer Road, Elizabethtown, PA 17022 hereinafter called "Seller" and the person(s) or entity listed as Buyer in the signature section of this Agreement of Sale, hereinafter called "Buyer", (note: both Seller and Buyer, whether one or more, are designated throughout this Agreement of Sale in singular masculine form)

WITNESSETH

1. Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase, all that certain lot or piece of land situate in Mount Joy Township, Lancaster County, Pennsylvania, known as 630 Bellaire Road, Elizabethtown, and containing a second dwelling addressed as 546 Bellaire Road, being Lancaster County Tax Parcel number 460-39939-0-0000, and being further described by deed recorded in Deed Book E, Volume 41, Page 291, Document Number 5001134707, in the Office of the Recorder of Deeds for Lancaster County, for the price set forth below, upon the further terms and conditions hereinafter set forth:

- | | | |
|-----|----------------------------------------------------------------------|----------|
| (a) | Deposit at the signing of this Agreement, receipt of which is hereby | |
| | acknowledged: | \$ _____ |
| (b) | Balance to be paid at closing: | \$ _____ |
| | TOTAL PRICE | \$ _____ |

The deposit shall be paid to the Seller and will not be held in escrow.

2. Settlement shall be made on or before December 2, 2025. Said time for settlement and all other items referred to for the performance of any obligations of this Agreement are hereby agreed to be of the essence of this Agreement. Settlement shall occur in Lancaster County, Pennsylvania, or at such other place as may be mutually agreed upon by the parties hereto. Possession of the property will be delivered by deed, keys, and physical possession to the vacant property at the time of settlement.

3. Conveyance from Seller to Buyer will be by Executor Deed which shall be prepared by Seller at Seller's expense. Buyer shall pay for the cost of recording the Deed.

4. This sale of real estate shall not be contingent upon Buyer'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 Buyer.

5. The premises are to be conveyed free and clear of all liens, encumbrances, and easements, EXCEPTING HOWEVER, the following: existing deed restrictions, historic preservation restrictions or ordinances, building or use restrictions, existing agreements of record, ordinances, easements of roads, easements visible upon the ground, easements of record, privileges or rights of public service companies, and all other matters of record. Otherwise, the title to the property shall be good and marketable and such as will be insured by a title insurance company authorized to do business in Pennsylvania. In the event that Seller is unable to give good and marketable title subject as aforesaid, Buyer shall have the option of taking such title as Seller can give without abatement of the purchase price or of being repaid the deposit money paid by Buyer on account of the purchase price, together with such reasonable title examination charges as Buyer may have incurred; and in the latter event, there shall be no further liability or obligation on either of the parties hereto and this Agreement shall be null and void. Buyer must communicate any objections to title to Pannebaker & Mohr, P.C., 4000 Vine Street, Suite 101, Middletown, PA 17057, in writing on or before November 4, 2025, or they will be deemed to be waived.

6. Plumbing, heating, lighting, and other permanent fixtures now in said premises are included in this sale.

7. Seller bears the risk of loss from fire or other casualties until settlement. If prior to settlement there is any loss or damage to the property caused by fire or other casualties, this Agreement shall be void, the deposit money shall be returned to Buyer, and there shall be no further liability or obligation on either of the parties hereto.

8. In the event of condemnation or notice of condemnation of all or part of the property prior to settlement, this Agreement shall be void, the deposit money shall be returned to Buyer, and there shall be no further liability or obligation on either of the parties hereto.

9. (a) If Buyer should violate or fail to fulfill or perform any terms or conditions of this Agreement, including but not limited to the failure of Buyer to pay the purchase price in full on or before the time set for settlement, Seller shall retain the deposit money paid by Buyer as liquidated damages. The receipt of the deposit money as liquidated damages shall be Seller's sole remedy for Buyer's breach of this Agreement. If Seller retains the deposit money as liquidated damages, then Buyer and Seller are released from further liability or obligation and this Agreement shall be void.

(b) If Seller should fail to meet Seller's obligations under the terms of this Agreement, Seller shall return the deposit money paid by Buyer as liquidated damages. The return of the deposit money as liquidated damages shall be Buyer's sole remedy for Seller's breach of this Agreement. If Buyer receives the deposit money as liquidated damages, then Buyer and Seller are released from further liability or obligation and this Agreement shall be void.

10. At the time of settlement, the following will be adjusted pro-rata on a daily basis between Buyer and Seller, reimbursing where applicable: real estate taxes and any lienable municipal service. All charges will be pro-rated for the periods covered. Seller will pay up to and including the date of settlement and Buyer will pay for all days following settlement.

11. All Realty transfer taxes shall be paid by Buyer.

12. Buyer will be responsible for any real estate brokerage fees that may be owed as a result of any Buyer's brokerage agreement. Seller will be responsible for the fee due to the auctioneer.

13. The parties acknowledge that no representation whatsoever is made concerning the zoning of the property, or the uses of the property that may be permitted under local ordinances, and that Buyer has satisfied himself that the zoning of the property is satisfactory for his contemplated use thereof. It is Buyer's responsibility to contact the appropriate officials to determine the zoning classification of the property and the uses permitted thereon. Buyer hereby waives any applicable requirement for Seller to provide a certification of zoning classification prior to settlement pursuant to Act of July 27, 1955, P.L. 288 §3, as amended and reenacted (21 P.S. §613).

14. Buyer acknowledges that neither the auctioneer, nor the attorney for Seller, has made any specific representations regarding the property, and that Buyer has not relied upon any representations or statements of the auctioneer or the attorney for Seller. Buyer releases the auctioneer and the attorney for Seller 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.

15. Seller's representations:

(a) Seller has no knowledge about the presence or absence of radon and makes no representations or warranty as to the presence or absence of radon.

(b) Seller represents that the property is served by on-site well water. Seller makes no representations or warranty concerning the bacteriological or chemical content or potability of the well water or the functionality of the water systems.

(c) Seller represents that the property is served by two individual on-lot sewage disposal systems. Seller makes no representations or warranty concerning the on-lot sewage disposal systems. Buyer waives any inspection of the on-lot sewage disposal systems and accepts the systems in their present condition. Buyer further acknowledges that no statements or representations have been made to Buyer by Seller regarding the past, present, or future condition of said on-lot sewage disposal systems. In choosing to waive said inspection, Buyer agrees to hold harmless Seller, Seller's agents, heirs, and assigns from any and all claims, lawsuits or demands regarding the past, present, or future operation of the existing on-lot sewage disposal systems.

(d) Seller has no knowledge of historic preservation restrictions regarding the property and makes no representations or warranty as to any historic preservation restrictions that may apply.

(e) Seller makes no representation or warranty as to the presence or absence of any hazardous or toxic substances, materials, or wastes, or that the property is in compliance with any federal, state, or local environmental laws or regulations.

(f) Seller represents that, as of the date of this Agreement, no public improvement assessments have been made against the property which remain unpaid, and that no notice by any government or public authority has been served upon Seller or anyone on Seller's

behalf, including notices relating to violation of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller is not aware of any condition that would constitute a violation of any such ordinances that remain uncorrected. Seller makes no representation or warranty as to the compliance of the property with any zoning, housing, building, safety, or fire ordinances, or any similar ordinances.

16. **SELLER AGREES TO SELL, AND BUYER AGREES TO BUY, THE ABOVE-MENTIONED PROPERTY “AS IS”**. Seller makes no representations or warranty regarding the condition of the property or any improvements or structures erected on the property, including, but not limited to, its structural integrity, roof, appliances, electrical system, heating system, plumbing, wood infestation, radon levels, water systems, on-lot sewage disposal systems, or any other aspect of the real property. This Agreement is not subject to any inspection contingencies. It is understood that Buyer has had the opportunity to inspect the property before the public sale. Buyer is not relying upon any representation made by Seller, Seller’s representatives, or the auctioneer. Buyer has agreed to purchase the property in its present condition “AS IS”. Buyer releases, quit claims and forever discharges Seller, Seller’s attorney, the auctioneer, and any other person, firm or corporation who made be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injury and property damage and all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage disposal systems or deficiencies in the on-site water service systems, or any other defects or conditions on the property. This release will survive settlement.

Any inspections, certifications, repairs or treatments required by Buyer or Buyer’s lender shall be at the sole expense of Buyer. Seller reserves the right to refuse to permit any such repair, improvement, inspection, or testing or to impose such conditions upon any permitted repair, improvement, inspection, or testing as Seller deems appropriate, including, but not limited to, insurance coverage and indemnification and hold harmless agreements. This Agreement is not contingent upon any such repair, improvement, inspection, or testing, or upon any specific results obtained from such inspection or testing.

17. Any survey that is necessary or desired by Buyer or Buyer's title insurer shall be at Buyer's sole expense. Neither Seller, Seller's attorney, nor the auctioneer make any representation or warranty as to the actual acreage amount of the property. Buyer acknowledges that Buyer had the opportunity to verify the acreage prior the auction, by survey or otherwise, and Buyer waives any and all claims against Seller, Seller's attorney, and the auctioneer regarding the actual acreage of the property.

18. Buyer hereby acknowledges receipt of completed Seller's Property Disclosure Statements for 630 Bellaire Road and 546 Bellaire Road, which were available for inspection prior to the auction. Buyer agrees that Buyer will sign the "Receipt and Acknowledgment by Buyer" section located on the last page of the Seller's Property Disclosure Statements when Buyer is executing this Agreement of Sale. The Disclosure Statements shall not constitute a guarantee or warranty of the conditions of the property or any fixtures or equipment included with the property. The Disclosure Statements shall not amend or supersede the provisions of paragraph 16 of this Agreement of Sale.

19. Lead Warning Statement: Every purchaser of any interest in residential real 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 intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

(a) The dwellings on this property were built before 1978, and lead-based paint and lead-based paint hazards may be present in the housing. Seller has no knowledge of the presence or absence of lead-based paint and/or lead-based paint hazards in the housing. Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

(b) Buyer has received a copy of the pamphlet titled "Protect Your Family from Lead in Your Home". Buyer waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards on the property and agrees that this sale of real estate shall not be contingent upon any risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards on the property.

20. This Agreement shall not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

21. Buyer acknowledges that this Agreement of Sale was available for inspection by Buyer prior to the commencement of bidding, that Buyer had an opportunity to review this Agreement, and that Buyer understands the contents of this Agreement and agrees to be bound by the full terms and conditions set forth in this Agreement. Buyer acknowledges that only a summary of the "Terms and Conditions of Sale" on pages 1 and 2 of this document was read aloud to the audience prior to the commencement of bidding on the property and that Buyer is not relying on the public reading of the summary of the Terms and Conditions of Sale as a complete statement of the terms and conditions for the sale of the property. It was announced prior to the commencement of bidding on the property that the successful bidder would be required to sign this Agreement of Sale immediately after the auction, and that this Agreement of Sale contains all other terms and conditions of the sale and should be carefully reviewed by Buyer before bidding. The terms of this Agreement shall not be construed against any party because said party or their representative drafted this Agreement.

22. This Agreement contains the whole Agreement between Seller and Buyer and there are no other terms, obligations, covenants, representations, statements or conditions oral or otherwise of any kind whatsoever concerning this sale, except as follows: the "Terms and Conditions of Sale" contained on pages 1 and 2 of this document shall be incorporated herein by reference thereto. In the event of any discrepancy between the "Terms and Conditions of Sale" and this Agreement of Sale, this Agreement of Sale shall control. This Agreement will not be altered, amended, changed or modified except in writing executed by the parties.

23. This Agreement shall be binding upon the parties, their respective heirs, personal representatives, agents, and successors. Buyer shall not transfer or assign this Agreement without the written consent of Seller. If Seller gives written consent to an assignment, Buyer shall be responsible for any additional transfer taxes owed as a result of such assignment.

24. This Agreement is to be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, intending to be legally bound thereby, on the date and year hereinabove set forth. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and which counterparts together shall constitute one and the same Agreement of the parties.

WITNESS:

SELLER:

_____(SEAL)
Lois F. Hossler Brewer

_____(SEAL)
Dennis R. Hossler

BUYER:

_____(SEAL)

_____(SEAL)

Buyer's Printed Name(s): _____

Seller Initials _____ / _____

Buyer Initials _____ / _____

Buyer's Address: _____

Buyer's Phone Number: _____

Seller Initials _____ / _____

Buyer Initials _____ / _____