

**Randall K. Miller, Esq.**  
**659 East Willow Street**  
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**303 Walnut Street, Bainbridge**  
**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 Conoy Township, Lancaster County, known as 303 Walnut Street, Bainbridge, 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 December 6, 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 Randall K. Miller 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 Miller's office or otherwise agreed-upon location.

(c) Failure to contact Attorney Miller's 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:**

\_\_\_\_\_

**BRENDA L. SWOPE, TRUSTEE**

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

**PURCHASER'S AGREEMENT**

The undersigned Purchaser(s) agree(s) to purchase property, located at 303 Walnut Street, Conoy Township, Bainbridge, 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: \_\_\_\_\_

**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**

### **DEED 1:**

ALL THAT CERTAIN lot or piece of ground with a dwelling house thereon erected, situated on the Southeast side of Walnut Street, in the Village of Bainbridge, Township of Conoy, County of Lancaster, and Commonwealth of Pennsylvania, being the Northwest portion of Lot Nos. 243, 244, 245 and 246 on the General Plan of Lots of said Village of Bainbridge, said Plan of Lots being recorded in Subdivision Plan Book 9, Page 41, bounded and described as follows:

CONTAINING in front on the Southeast side of Walnut Street, two hundred (200) feet and extending in depth of that width Southeastward a distance of one hundred ten (110) feet.

BOUNDED on the Northwest by Walnut Street; on the Southwest by Third Street; on the Northeast by Pear Alley; and on the Southeast by property now or late of Frederick E. Schick and Rose G. Schick, being the rear portion of Lot Nos. 243, 244, 245, and 246 on said Plan.

### **DEED 2:**

ALL THAT CERTAIN tract or parcel of vacant land situated on the northeast side of Third Street between Walnut Street and Orange Alley, in the Village of Bainbridge, Conoy Township, County of Lancaster, and Commonwealth of Pennsylvania.

BOUNDED on the southwest by Third Street; on the northeast by premises now or late of Malvin Wainer; on the southeast by Pear Alley; on southeast by Orange Alley; and being the southernmost seventy (70) feet of Lot Nos. 243, 244, 245 and 246 on the general plan of lots of the said Village of Bainbridge. The said premises front on said Third Street, a distance of seventy (70) feet and extend in depth of that width along the northwest side of said Orange Alley, a distance of two hundred (200) feet to said Pear Alley.