

# CONDITIONS OF SALE

The Conditions of the present public sale are as follows:

1. The property to be sold:

323 East Orange Street, Elizabethtown, Pennsylvania

2. All representations herein are made according to and are limited to Seller's best knowledge, information, and belief. Attached hereto is the most recent deed for the property, which is hereby incorporated by reference. Nothing contained in these Conditions should be construed to mean that Seller will convey any interest in the property in excess of that which was conveyed in the attached deed.

3. The highest bidder shall be the Purchaser\*.

- A) Onsite Bidding: If the highest bidder is physically present at the auction, then 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 10 % of the purchase money, which is the total price bid, 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.

- B) Offsite Bidding: Seller shall accept bids from the prospective bidders via telephone and online on the following terms and conditions to-wit:

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

- (ii) Successful bidder, is not physically present at the auction and submits the winning bid either by telephone or online, must contact Daniel A. Stephenson, Esq., at 717-367-6831, within 24 hours after the conclusion of the auction to arrange a time to drop off deposit check and fully executed Conditions of Sale and Seller's Disclosure at VanOrmer & Stephenson, P.C., 344 S. Market St., Elizabethtown, PA 17022.

- (iii) Failure to contact Daniel A. Stephenson, Esq. within 24 hours OR to appear at the duly arranged time to submit deposit check and fully-executed documents my, 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.

- (iv) Prospective buyer accepts all terms herein.

4. BALANCE of PURCHASE MONEY shall be paid at SETTLEMENT to be held at the office of Title company chosen by Purchaser within 45 days of purchase (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,

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\*Both Seller/s and Purchaser/s, whether one or more, are designated throughout these Conditions of Sale in singular masculine form.

323 East Orange Street, Elizabethtown, Pennsylvania, 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.

The Seller represents that there are no pending and unsettled eminent domain proceedings, and no appropriations by the filing of State Highway plans in the Recorder's Office, affecting the property, of which the Seller has knowledge; and that no part of the property, except any part within utility reserve strips in developments or within legal limits of highways, is subject to any currently used or enforceable easement for any sewer, gas or water main, petroleum products pipeline, public storm sewer, or underground electric or telephone cable, not apparent upon reasonable physical inspection, of which Seller has knowledge, except as noted in these Conditions.

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 by fire or storm, or (c) damage of any other kind which is covered by the Seller's or Purchaser's insurance, or which occurs after possession has been given to the Purchaser.

5. Formal tender of deed and purchase money are waived.

6. (a) ACKNOWLEDGMENTS to deed shall be paid by Seller, and all required state and local REALTY TRANSFER TAXES paid by Purchaser.

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

(c) WATER and SEWER RENT shall be paid by Seller to date of settlement or prior delivery of possession.

7. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances; gas, electric, heating, plumbing, water and water softening plants, fixtures and systems; cook stoves attached to gas or water systems; laundry tubs; radio and television aerials; storm doors and windows, screen doors and fitted window screens; roller and venetian blinds; and any other articles permanently affixed to the property-except \_\_\_\_\_.

8. Attached hereto is a Present Owner Lien Search on the property.

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

10. The Seller will continue in force the present homeowner insurance (with Allstate extended coverage), with guaranteed replacement cost up to \$122,541.00 for dwelling and up to \$12,225.00 for other structures, until delivery of deed or possession to the purchaser (whichever shall first happen), and in case of fire or other loss will credit on account of the purchase price

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any insurance collected for the loss, or, if the insurance shall not have been paid by time of settlement, will assign the Seller's right to the insurance proceeds to the Purchaser.

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

12. The said time for settlement and all other times referred to for the performance of any of the obligations of this Agreement are hereby agreed to be of the essence of this Agreement.

13. The property is sold on an as-is basis, without warranty of its physical condition, including but not limited to the condition of any land, structure, fixture and/or improvement.

I, Natalya Kostishak, 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 or his sureties (if any) 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.

\_\_\_\_\_(SEAL)  
SELLER: Natalya Kostishak

PURCHASER'S AGREEMENT

I/We, \_\_\_\_\_, agree to have purchased \_\_\_\_\_ the Real Estate mentioned in the foregoing Conditions, subject to said Conditions, for the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)(my bid); and if I/we shall acquire possession of the premises before payment of the purchase money and shall fail to make payment when due, I/we authorize any attorney to appear for me/us in any court and confess judgment in ejectment against me /us, in favor of the Seller or the latter's assigns, for possession of said premises, and direct the issuing of a writ of possession, with clause or writ of execution for costs: hereby waiving all irregularities, notice, leave of court, present or future exemption laws, and right of appeal.

I/We acknowledge receipt from the Seller of the following title documents:

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Witness my/our hand/s and seal/s this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Signed in the presence of: \_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)  
PURCHASER

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RECEIPT

Received of Purchaser on above date, as down money on account of the above purchase price, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_.)

Seller/\_\_\_\_\_, on behalf of  
Seller

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SURETIES AGREEMENT

I/WE \_\_\_\_\_, intending to be legally bound, and in consideration of the Seller agreeing to sell the property to the above-named Purchaser without payment of down money, hereby become surety for payment of the above purchase price and compliance with the foregoing Conditions of Sale by said Purchaser.

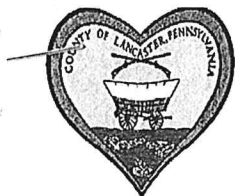
Signed in the presence of: \_\_\_\_\_(SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
PURCHASER

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Ann M. Hess, Esq.

Lancaster Recorder of Deeds  
Office of Recorder of Deeds, 150 N. Queen St., Suite 315  
Lancaster, PA 17603

This is a certification page

\*\*\*This page is now part of this legal document - DO NOT DETACH\*\*\*

Recording:

Recording Fee	\$13.00
Additional Page	\$2.00
County Improvement	\$2.00
ROD Improvement Fee	\$3.00
State Writ Tax	\$0.50
State JCS/Access to Justice	\$40.25
Affordable Housing	\$11.50
Local RTT Tax	\$0.00
State RTT Tax	\$0.00

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Total: \$72.25

Local RTT Tax Breakout:

ELIZABETHTOWN BOROUGH	\$0.00
ELIZABETHTOWN AREA SCHOOL DISTRICT	\$0.00

Document #: 20250031018

Receipt #: 25-25250

Clerk: Kmoore

Rec Date: 08/11/2025 02:59:33 PM

Num Pages: 6

Document Type: DEED

Rec'd From: VANORMER & STEPHENSON PC

\*\*\*\*NOTICE: This is not a Bill.\*\*\*\*

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office of Lancaster County, Pennsylvania.

Record and Return To:  
VANORMER & STEPHENSON PC



*Ann M. Hess*  
Ann M. Hess, Esq.

\*\*Information may change during the verification process and may not be reflected on this page.

NOTE: If document data differs from cover sheet, document data always controls.

\*\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.

PREPARED BY and  
RECORD AND RETURN TO:  
VanOrmer & Stephenson, P.C.  
344 South Market Street, Suite 101  
Elizabethtown, PA 17022

**NOT SEARCHED; NOT CERTIFIED**

Account Number: 250-84616-0-0000 and 250-87331-0-0000  
Premises: 323 & 325 EAST ORANGE STREET, ELIZABETHTOWN, PA 17022

*This Indenture*, Made the 5<sup>th</sup> day of August, 2025

Between

NATALYA KOSTISHAK,

(hereinafter called the Grantor), of the one part, and

NATALYA KOSTISHAK,

(hereinafter called the Grantee), of the other part

**Witnesseth**, That the said Grantor for and in consideration of **One Dollar** (\$1.00) lawful money of the United States of America, unto him, well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents, does grant, bargain and sell, release and confirm unto the said Grantee, its successors and assigns,

**TRACT N0.1**

**ALL THAT CERTAIN** tract of land with one-half of a 2 story frame dwelling erected thereon, being 323 East Orange Street, the said land being situated along the northerly side of East Orange Street in the Borough of Elizabethtown, County of Lancaster, and Commonwealth of Pennsylvania, as the same appears as Lot No. 38 on a final plan having a latest plan revision dated of November 16, 2009, prepared for Boris and Natalya Kostishak by RANCK LAKE ROEDER HILLARD & ASSOCIATES, Civil Engineers, Land Surveyors, and Landscape Architects, New Holland, PA, Project No. 09N015A and said plan being recorded in the Office of the Recorder of Deeds in and for Lancaster County, PA as Document Recording No. 2010-0016-J, and all the same being more fully bounded and described as follows:

**BEGINNING** at the southeasterly corner of the herein-described lot, a ¾-inch rebar set on the northerly right-of-way line of East Orange Street, a 56-foot wide street, the said rebar being southwesterly corner of other lands of the Grantor herein, being Lot No. 37 as shown on the above referenced plan and the said rebar also being located 195.12 feet westerly of the westerly right-of-way line of South Mount Joy Road, a 60-foot wide street; thence from the point of beginning, along the northerly right-of-way line of East Orange Street, South 69 degrees 03 minutes 00 seconds West a distance of 30.93 feet to a ¾-inch rebar set on the easterly line of a 14-foot wide unopened alley known as Tomato Alley; thence along the easterly line of Tomato Alley, North 20 degrees 57 minutes 00 seconds West a distance of 136.00 feet to a ¾-inch rebar set in the southerly line of a 14-foot wide unopened alley known as Sand Alley; thence along the southerly line of Sand Alley, North 69 degrees 03 minutes 00 seconds East a distance of 30.81 feet to a ¾-inch rebar set at the northwesterly corner of aforementioned Lot No. 37; thence along the said Lot No. 37, South 21 degrees 00 minutes 02 seconds East a distance of 136.00 feet to the point of **BEGINNING**.

**CONTAINING:** 4,198 square feet to deed line

**BEING** the same premises which Boris Kostishak and Natalya Kostishak conveyed unto Boris Kostishak and Natalya Kostishak in deed dated May 17, 2012, and recorded May 21, 2012, in Document No. 5998800 in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania.

AND, the said Boris Kostishak died April 16, 2025, whereby title vested in Natalya Kostishak, by the right of survivorship, she being the Grantor herein.

**TAX PARCEL I.D.:** 250-84616-0-0000

**TRACT NO. 2**

**ALL THAT CERTAIN** tract of land with one-half of a 2 story frame dwelling erected thereon, being 325 East Orange Street, the said land being situated along the northerly side of East Orange Street in the Borough of Elizabethtown, County of Lancaster, and Commonwealth of Pennsylvania, as the same appears as Lot No. 37 on a final plan having a latest plan revision dated of November 16, 2009, prepared for Boris and Natalya Kostishak by RANCK LAKE ROEDER HILLARD & ASSOCIATES, Civil Engineers, Land Surveyors, and Landscape Architects. New Holland, PA, Project No. 09N015A and said plan being recorded in the Office of the Recorder of Deeds in and for Lancaster County, PA as Document Recording No. 2010-0016-J, and all the same being more fully bounded and described as follows:

**BEGINNING** at the southeasterly corner of the herein-described lot, a ¾-inch rebar set on the northerly right-of-way line of East Orange Street, a 56-foot wide street, the said rebar being on the westerly line of a 14-foot wide unopened alley known as Peach Alley and the said rebar also being located 164.05 feet westerly of the westerly right-of-way line of South Mount Joy Road, a 60-foot wide street; thence from the point of beginning, along the northerly right-of-way line of East Orange Street, South 69 degrees 03 minutes 00 seconds West a distance of 31.07 feet to a ¾-inch rebar set at the southeasterly corner of other lands of the Grantor herein, being Lot No. 38 as shown on the above referenced plan; thence along said Lot No. 38, North 21 degrees 00 minutes 02 seconds West a distance of 136.00 feet to a ¾-inch rebar set in the southerly line of a 14-foot wide unopened alley known as Sand Alley; thence along the southerly line of Sand Alley, North 69 degrees 03 minutes 00 seconds East a distance of 31.19 feet to a ¾-inch rebar set near a 3-inch iron pipe found and said rebar being on the westerly line of aforementioned unopened Peach Alley; thence along the westerly line of Peach Alley, South 20 degrees 57 minutes 00 seconds East a distance of 136.00 feet to the point of **BEGINNING**.

**CONTAINING:** 4,234 square feet to deed line

**BEING** the same premises which Boris Kostishak and Natalya Kostishak conveyed unto Boris Kostishak and Natalya Kostishak in deed dated May 17, 2012, and recorded May 21, 2012, in Document No. 5998800 in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania.

AND, the said Boris Kostishak died April 16, 2025, whereby title vested in Natalya Kostishak, by the right of survivorship, she being the Grantor herein.

**TAX PARCEL I.D.: 250-87331-0-0000**

**UNDER AND SUBJECT** to the condition and restriction that the above-described tracts of land shall be used solely as a single family residence notwithstanding that it is identified above as a "double two story dwelling house". The said property can only be used as one dwelling and as a single family residence. The said tracts of land shall at no time be used for any other purpose than as a single family residence until or unless a Subdivision Plan duly prepared, submitted and processed through the provisions of the Borough of Elizabethtown Subdivision and Land Development Ordinance would be approved by the Borough of Elizabethtown. It is further acknowledged and agreed, by acceptance of delivery and recording of this Deed that any Grantee, and their heirs, executors, administrators, successors and assigns, acknowledge this provision and agree to be bound by all of the terms, provisions and conditions hereof. Further, said Borough of Elizabethtown reserves and retain the right to enforce this restriction at law or in equity as it may deem appropriate if any violations hereof occur.

**COMBINATION**

**By this conveyance** Grantor and Grantee, being the same party, intend that Tract No. 1 and Tract No. 2 herein described shall constitute a single lot and shall for all purposes be joined and treated as a single property. It is further intention of Grantor and Grantee that neither tract may be conveyed individually and that the Grantor and Grantee relinquishes any right to do so in the future, intending for all intents and purposes that the tracts shall hereafter be merged and shall constitute a single property.

**REALTY TRANSFER TAX EXEMPT-GRANTOR AND GRANTEE ARE ONE IN THE SAME**

Together with all and singular the buildings, improvements, ways, streets, alleys, driveways, passages, waters, water-courses, right, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, his, her, their, heirs, personal representatives, its successors and assigns, forever.

**AND** the said Grantor, and his heirs, executors and administrators do covenant, promise and agree, to and with the said Grantee, its successors and assigns, by these presents, that the said Grantor, his heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with appurtenances, unto the said Grantee, its successors and assigns, against the said Grantor and his heirs, and against all and every person and persons whosoever lawfully claiming or to claim the same or any part thereof, by, from or under any of them, shall and will

**SPECIALLY WARRANT and forever DEFEND.**

**IN WITNESS WHEREOF**, the said Grantor has (have) hereunto set their hands and seals, dated the day and year first above written.

WITNESS:


  
\_\_\_\_\_

  
\_\_\_\_\_  
**NATALYA KOSTISHAK**

COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF LANCASTER :

On this 5<sup>th</sup> day of August, 2025, before me, a Notary Public, the undersigned officer, personally appeared NATALYA KOSTISHAK known to me (or satisfactorily proven) to be the persons whose name is subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

  
NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal  
Gwen M. Cummings, Notary Public  
Lancaster County  
My commission expires August 5, 2028  
Commission number 1297471  
Member, Pennsylvania Association of Notaries

**CERTIFICATE OF RESIDENCE**

I hereby certify that the precise residence of the Grantee herein is

4263 Lower Mountain Road, New Hope, PA 18938

  
\_\_\_\_\_  
For Grantee



131 Centerville Road, Lancaster, PA 17603  
Phone: 717-293-9760

### PRESENT OWNER LIEN SEARCH

This information as set forth herein covers **January 20, 2006 TO October 23, 2025** and was collected from the public record available in Lancaster County Courthouse. The within report is not provided and should not be used as a report, certification or opinion concerning title to any real or personal property. The report recipient agrees to hold harmless Landmark Abstract from any claim or loss resulting from use of the within report or any of the information contained therein.

**APPLICANT:** Gwen Konrad, Legal Assistant  
VanOrmer & Stephenson, P.C.  
344 South Market Street, Suite 101  
Elizabethtown, PA 17022

**FILE NO.:** LMA25-43406KBR

**PRESENT OWNER:** Natalya Kostishak

**PREMISES:** 323 East Orange Street  
Elizabethtown, PA 17022  
Elizabethtown Borough  
Lancaster County, Pennsylvania

**SOURCE OF TITLE:** Instrument No. 20250031018

#### TAX ASSESSMENT RECORDS:

**PARCEL IDENTIFICATION NO.:** 250-08513-0-0000  
**ASSESSED LAND VALUE:** N/A  
**ASSESSED IMPROVEMENT VALUE:** N/A

**MORTGAGES:** NONE

**SECURED TRANSACTIONS:** NONE

**SUITS:** NONE

**JUDGMENTS:** NONE

**TAX LIENS:** NONE

**DELINQUENT TAXES:** NONE

**THE LIABILITY OF THIS INFORMATION IS LIMITED TO THE COST OF THE SEARCH**

OTHERS:

NOTICE: Legal Description of premises when plotted does not agree with the Lancaster County Tax assessment map. Company assumes no liability by reason thereof.

EASEMENTS, MISCELLANEOUS TITLE OBJECTIONS, GROUND RENTS, AND UNRECORDED DEEDS:

Landmark Abstract

BY: Charles Neider  
Title Examiner

DATED: 11/5/2025

THE LIABILITY OF THIS INFORMATION IS LIMITED TO THE COST OF THE SEARCH