

CONDITIONS OF SALE

The Conditions of the present public sale, held this 29th day of June, 2026, are as follows:

1. **SELLER.** This sale is held on behalf of Ronald S. Keener and Fern L. Keener, hereinafter referred to as “Seller”, (all references to Seller as contained herein being deemed to refer to all Sellers, jointly and severally, whether masculine or feminine, although referred to herein in the singular masculine form), the present owner of the Premises as hereinafter set forth.

2. **PREMISES.** The property to be sold, 1207 Mount Gretna Road, Elizabethtown, Lancaster County, Pennsylvania, hereinafter referred to as the “Premises,” is more particularly described on Exhibit “A” attached hereto.

3. **PURCHASE AND DOWN PAYMENT.** The auctioneer, John M. Hess Auction Service, shall take bids upon the Premises, and, in the event that the Premises is placed in the hands of the auctioneer for sale, the highest bidder on the Premises shall be the Purchaser thereof upon the property being struck off to him (all references to Purchaser as contained herein being deemed to refer to all Purchasers, jointly and severally, whether masculine or feminine, although referred to herein in the singular masculine form). He shall immediately thereafter sign the Purchaser’s Agreement on these Conditions of Sale and pay down ten percent (10%) of the Purchase Price bid as security for performance under the terms of this Agreement. Purchaser acknowledges that the down payment shall be paid to Seller, and shall not be held in escrow.

4. **REBIDDING.** If any dispute arises among bidders, the property shall be put up for renewal bidding by the auctioneer immediately.

5. **TITLE.** The balance of the purchase money shall be paid at settlement, as hereinafter set forth, upon which payment the Seller shall convey to the Purchaser, by special warranty deed prepared at the Purchaser’s expense, good and marketable fee simple title to the Premises, free and clear of liens and encumbrances except as noted in these conditions, but subject to existing wall rights, easements, building or use restrictions, zoning or land subdivision regulations, encroachments or cornices, trim and spouting over property boundaries, or encroachments of any kind within the legal width of public highways and subject to all easements, encumbrances, or encroachments which would be apparent upon reasonable physical inspection of the Premises. The title to the Premises shall be subject to all recorded easements.

6. **SETTLEMENT.** Settlement shall be held at such place as Purchaser may elect in Lancaster County, Pennsylvania, on or before August 13, 2026, which time shall be of the essence of this Agreement. Possession shall be given to the Purchaser at settlement.

7. **COSTS.**

- a. Purchaser shall pay acknowledgments to the deed.
- b. Purchaser shall pay all required state and local realty transfer taxes.

c. Real estate taxes upon the Premises shall be apportioned to the date of settlement or prior delivery of possession on a fiscal year basis.

d. Water and sewer rent, if any, shall be paid by Seller on the date of settlement or prior delivery of possession.

e. Legally adequate description and preparing, obtaining, and/or recording releases or other documents or surveys reasonably required in order to make Seller's title to the Premises insurable at regular rates by a title insurance company of Seller's choice licensed to do business in the Commonwealth of Pennsylvania, shall be provided and/or paid for by Seller.

f. The cost of any title search at regular rates, title insurance, certification of title, examination of title, and title company services, shall be paid by the Purchaser. Preparation of other documents, including, but not limited to deed, mortgage, and bill of sale for personal property, if any, and all fees incurred at settlement, including attorney fees, tax certification fees, disbursement fees, recording fees, or settlement fees, whether purposed to be billed against Purchaser or Seller, shall be paid by Purchaser unless expressly contracted for in writing by Seller.

g. If a real estate agent registers the Purchaser for the sale, the Purchaser shall additionally pay to said broker an Agent Premium equal to one percent (1%) of the Purchaser Price. The Seller shall have no obligation to pay any such premium to the Purchaser's real estate agent, irrespective of the Seller's consent to broker participation.

8. **REJECTION OF BIDS.** Seller reserves the right to reject any and all bids. Seller reserves the right to withdraw the property from sale, and/or to adjourn the sale to a future date or dates.

9. **SURVEY.** Any survey, if desired or required by Purchaser, other than a survey required to provide Seller with an adequate legal description, shall be made at Purchaser's expense.

10. **EMINENT DOMAIN.** The Seller represents that there are no pending and unsettled eminent domain proceedings and no appropriations by the filing of the State Highway plans in the Recorder of Deeds' Office. Any proceeding for condemnation or by eminent domain instituted against the Premises after the date hereof shall in no way affect Purchaser's obligation to purchase the Premises; provided that Purchaser shall receive credit for any proceeds, consideration, damages or sums paid by any condemning authority as a result of such action if the same is paid prior to settlement. In the event that any such proceeds, consideration, damages, or sums are paid after the date of settlement, Purchaser shall be entitled to receive the same. Seller shall be under no obligation to defend against or appear in any such action, provided that Seller provides Purchaser with notice of the institution of such action no later than 15 days after Seller's receipt of notice thereof, and, in such event, Seller shall cooperate in Purchaser's defense of or appearance in such action, at Purchaser's expense.

11. **CONDITION OF PROPERTY AND FIXTURES.** At settlement, the property and all its appurtenances and fixtures shall be in substantially the same condition as at present, except for ordinary reasonable wear and tear, damage of any kind which full or partial recovery

may be had under the Seller's or Purchaser's insurance, damage which occurs after possession has been given to the Purchaser, damages arising from any condition of the Premises on the date of the execution hereof, or any taking by eminent domain.

Notwithstanding the Seller's Disclosure Statement attached hereto, by execution of the Purchaser's Agreement, the Purchaser acknowledges that he has had a full and complete opportunity to inspect the Premises. *The Premises is being sold unto Purchaser "AS IS", with no representation, guarantee, or warranty regarding the condition of the Premises or any improvement or structure erected on the Premises, including, but not limited to, its structural integrity, roof, appliances, electrical system, heating system, plumbing, water system, sewage disposal system, or any portion thereof.* The Lead-Based Paint Disclosure attached hereto notwithstanding, no representation is made or warranty given regarding the presence or absence of any hazardous or toxic substances, materials, or wastes, or that the Premises is in compliance with any federal, state, or local environmental laws or regulations. In the event any repair or improvement to or any inspection or testing of the Premises is desired by the Purchaser or by any lender proposing to provide the Purchaser with financing for the purchase of the Premises, the costs of any such repair, improvement, inspection, or testing shall be payable solely by the Purchaser. 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. The Purchaser's Agreement shall not be conditioned upon any such repair, improvement, inspection, or testing, or upon any specific results obtained from such inspection or testing.

12. **REAL ESTATE SELLER DISCLOSURE ACT.** The Purchaser acknowledges that the Real Estate Seller Disclosure Act, Act No. 84 of 1996 (68 P.S. §7103, et seq.) (hereinafter called the Act), requires that the Seller of real estate provide certain disclosures regarding any property being offered for sale, on a form required by the Act. The Purchaser further acknowledges that the Act provides for damages in the event such disclosures are not made. Notwithstanding the foregoing, attached hereto is a Seller's Disclosure Statement. The Purchaser, by the execution of the Purchaser's Agreement attached to these Conditions of Sale, acknowledges that he has a full and complete opportunity to review the Disclosure Statement attached hereto, and acknowledges receipt thereof. The Purchaser hereby waives any further compliance by the Seller with the Act. The Purchaser hereby releases, remises, and quitclaims unto Seller any and all claims, actions, or causes of action under the Act. Seller has not conducted or had conducted any inspection or examination of the Premises, or any fixtures or equipment included with the Premises, prior to the date of this sale. The Disclosure Statement shall not constitute a guaranty or warranty of the condition of the Premises, or any fixtures or equipment included with the Premises. The Disclosure Statement shall not amend or supersede the provisions of Paragraph 11 of these Conditions of Sale.

The Purchaser further acknowledges that the auctioneer has not made any specific representations regarding the Premises, and that the Purchaser has not relied upon any

representations or statements of the auctioneer. The Purchaser releases the auctioneer from any claims, actions, or causes of action arising from or due to any defect in the Premises as of the date of this sale.

13. **LEAD-BASED PAINT DISCLOSURE: WAIVER OF RISK ASSESSMENT.**

This sale is subject to the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d, and the regulations promulgated thereunder, including 24 C.F.R. Part 35 and 40 C.F.R. Part 745. The Lead-Based Paint Disclosure attached hereto is incorporated herein by reference and made a part of these Conditions of Sale. By executing the Purchaser's Agreement attached to these Conditions of Sale, the Purchaser acknowledges receipt and review of the attached Lead-Based Paint Disclosure and any information provided therewith concerning known lead-based paint and/or lead-based paint hazards affecting the Premises. The Purchaser further acknowledges and agrees that the attached Lead-Based Paint Disclosure contains the Purchaser's written waiver of the opportunity to conduct a lead-based paint risk assessment and/or inspection of the Premises prior to becoming obligated under the Agreement. Accordingly, the Purchaser agrees that the Premises are being purchased in their present "AS IS" condition and that this sale is not contingent upon, nor subject to, any lead-based paint inspection, risk assessment, testing, or evaluation. The Purchaser assumes full responsibility for any further investigation of lead-based paint or lead-based paint hazards following settlement. The parties acknowledge that all federally required disclosures and certifications relating to lead-based paint have been provided or waived, as applicable, in accordance with the attached Lead-Based Paint Disclosure.

14. **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 the Premises is satisfactory for his contemplated use thereof. The Purchaser hereby waives any applicable requirement for Seller to provide a certification of zoning classification prior to settlement pursuant to the Act of July 27, 1955, P.L. 288, §3, as amended and reenacted (21 P.S. §613).

15. **FORMAL TENDER.** Formal tender of deed and purchase money are waived.

16. **DISBURSEMENT FEE.** Any disbursement or similar fees purported to be charged against Seller by any title company or attorney holding settlement for the Premises for services which Seller has not specifically engaged in writing shall be paid by Purchaser.

17. **INCLUSIONS WITH PREMISES.** Included in this sale are all buildings, improvements, rights, privileges, and appurtenances to the Premises, including, but not limited to:

- a. Refrigerator;
- b. Stove;
- c. Water heater;
- d. Any central air conditioning fixtures and systems; and
- e. Storage shed.

18. **EXCLUSIONS FROM PREMISES.** The following items are expressly excluded from the sale and will be removed from the Premises by Seller prior to settlement, the Premises to be restored to reasonable condition by Seller prior to settlement:

- a. Free-standing cabinet in the kitchen.

19. **FIRE INSURANCE.** Seller will continue in force the present insurance coverage upon the Premises until the delivery of the deed or possession to the Purchaser, whichever event 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. The Purchaser should inquire after the Premises is struck off concerning the amount of such insurance.

20. **RADON DISCLOSURE.** Radon is a radioactive gas produced naturally in the ground by the normal decay of uranium and radium. Uranium and radium are widely distributed in trace amounts in the Earth's crust. Descendants of Radon gas are called Radon daughters, or Radon progeny. Several Radon daughters emit alpha radiation, which has high energy but short range. Studies indicate the result of extended exposure to high levels of Radon gas/Radon daughters is an increased risk of lung cancer. Radon gas originates in soil and rocks. It diffuses, as does any gas, and flows along the path of least resistance to the surface of the ground, and then to the atmosphere. Being a gas, Radon can also move into any air space, such as basements and crawl spaces, and permeate throughout the home. If a house has a Radon problem, it can usually be cured by increased ventilation and/or preventing Radon entry. The Environmental Protection Agency advises corrective action if the annual average exposure to Radon daughters exceeds 0.02 working levels. Further information can be secured from the Department of Environmental Resources Radon Project Office, 1100 Grosser Road, Gilbertsville, Pennsylvania, 19525; Call 1-800-23RADON or (215) 369-3590. Purchaser acknowledges that Purchaser has the right to have the buildings inspected to determine if Radon gas and/or daughters are present. Purchaser waives this right and agrees to accept the property AS IS, with no certification from Seller. Purchaser releases, quitclaims, and forever discharges Seller, their heirs and assigns, from any and all claims, losses, or demands, including personal injuries, and all of the consequences thereof, whether now known or not, which may arise from the presence of Radon in any building on the Premises. Seller has no knowledge concerning the presence or absence of Radon.

21. **PURCHASERS' DEFAULT.** In case of noncompliance by the Purchaser with any term of these Conditions, the Seller shall have the option, in addition to all other remedies provided by law, to exercise any one or more of the following remedies:

- a. To retain the Purchaser's down payment as liquidated damages, regardless of whether or not, or on what terms, the property is resold; and/or

- b. To resell the Premises 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 payment of such loss.

22. **SUMMARY OF CONDITIONS.** The Purchaser acknowledges that these Conditions of Sale were available for inspection by the Purchaser prior to the commencement of bidding and sale of the Premises, that the Purchaser had an opportunity to review the full Conditions of Sale, and that the Purchaser understands the contents thereof and all terms and conditions under which the Premises is being sold, agreeing to be bound by the full terms and conditions as set forth therein. The Purchaser acknowledges that only a summary of the Conditions of Sale was read prior to the commencement of bidding on the Premises, and that the Purchaser is not relying on the public reading of the Conditions of Sale as a complete statement of the terms and conditions for the sale of the Premises.

23. **PARTIES BOUND.** These conditions and the Agreement made hereunder shall be binding upon the parties hereto and their respective heirs, successors, executors, and assigns.

24. **INTENT.** This Agreement represents the whole Agreement between the parties, and any representations concerning the Premises, or otherwise, made prior to the execution of the Purchaser's Agreement, are hereby superseded by this Agreement. No modification of these Conditions of Sale shall be valid unless made in writing, executed with the same degree of formality as these Conditions of Sale and the Purchaser's Agreement attached hereto.

IN WITNESS WHEREOF, the Seller has executed these Conditions the day and year first above written.

WITNESS:

_____ (SEAL)

Ronald S. Keener

_____ (SEAL)

Fern L. Keener

PURCHASER’S AGREEMENT AND RECEIPT

The undersigned, as Purchaser, intending to be legally bound hereby, acknowledges that the Purchaser has examined the Conditions of Sale attached hereto available for inspection prior to the sale of the Premises and agrees to be bound by the full terms thereof, further acknowledges that only a summary of the Conditions was read prior to the commencement of bidding for the Premises. I/We _____ agree to purchase the Real Estate mentioned in the foregoing Conditions of Sale under the terms and conditions as therein set forth, for the sum of _____ Dollars (\$ _____).

If the Purchaser 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, to the extent and under the conditions, if any, then permitted or prescribed by law, 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. In the event the Purchaser fails to make settlement as required in the foregoing Conditions of Sale, Purchaser hereby irrevocable authorizes any attorney of any court to appear for Purchaser, or any of them, and to confession judgment against the Purchaser, jointly or severally, for all sums due hereunder, including any loss resulting from the resale of the Premises by the Seller, whether by private or public sale, with or without notice to the Purchaser, upon filing an Affidavit of Default under the terms hereof, together with an interest rate of Ten (10%) percent per annum, and together with a collection fee equal to ten percent (10%) of the amount then due, but in no event less than Two Hundred Fifty Dollars (\$250.00), all costs of suit, release of heirs, and waiver of appeals, and without any stay of execution. This warranty shall include a waiver of all appraisalment, stay, and exemption laws of any state, now in force or hereinafter enacted. This Power of Attorney shall not be affected by the disability of the principal or principals.

IN WITNESS WHEREOF, the Purchaser(s) have executed this Agreement on the 29th day of June 2026, intending to be legally bound hereby.

Purchaser Name (print)

Purchaser Name (print)

Purchaser Signature

Purchaser Signature

Purchaser Address

Purchaser Phone Number

RECEIPT

The undersigned acknowledges receipt from Purchaser on behalf of the Seller for \$ _____ Dollars representing the down payment for the Purchase of the Premises.

_____ (SEAL)

Ronald S. Keener

_____ (SEAL)

Fern L. Keener

EXHIBIT "A"

SEE COPY OF DEED ATTACHED HERETO AND MADE A PART HEREOF AS
FOLLOWS:

Parcel I.D. No./ PIN: #460-95338-0-0000

EXHIBIT "B"
SELLER'S DISCLOSURE STATEMENT

EXHIBIT "C"
LEAD-BASED PAINT DISCLOSURE