

CONDITIONS OF SALE

The Conditions of the present public sale, held this 20th day of August, 2026, are as follows:

1. **SELLER.** This sale is held on behalf of **THE ESTATE OF SHIRLEY ANNE KEYS KIRK**, 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, **311 LITTLE BRITAIN ROAD SOUTH, PEACH BOTTOM, LANCASTER COUNTY, PENNSYLVANIA, 17563**, 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, Inc.**, 768 Graystone Road, Manheim, Pennsylvania 17545, 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), and 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.**

A. **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.

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

C. **Offsite/Online Bidding.** Seller shall accept bids from prospective bidders via the telephone and online on the following terms and conditions to-wit:

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

(2) Successful bidder (telephone or online) must contact Mark L. Blevins, Esquire at the Law Offices of Mark L. Blevins, 717-871-6460 within 24 hours

after conclusion of the auction to arrange a time to drop off the down payment check and fully executed Conditions of Sale and Seller's Disclosure at 701 Penn Grant Road, Lancaster, PA 17602;

(3) Failure to contact Mark L. Blevins, Esquire within 24 hours OR appear at the duly arranged time to submit down payment 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;

(4) Prospective bidder accepts all terms herein.

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, insurable by a title insurance company of Purchaser's choice, licensed to do business in the Commonwealth of Pennsylvania, 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.

6. SETTLEMENT. Settlement shall be held on **Monday, October 5, 2026, at 3:00 P.M., and not before that date unless agreed to by Seller and Purchaser in writing.** Settlement shall be held at the LAW OFFICES OF MARK L. BLEVINS, 701 Penn Grant Road, Lancaster, Pennsylvania 17602, or at such other place as Purchaser and Seller may elect and agree, which time shall be of the essence of this Agreement (unless the parties shall agree to another date). Possession shall be given to Purchaser at settlement.

7. COSTS.

- A. Acknowledgments to deed shall be paid by Purchaser.
- B. All required state and local realty transfer taxes shall be paid by Purchaser.
- 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. 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.

E. 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 proposed to be billed against Purchaser or Seller, shall be paid by Purchaser unless expressly contracted for in writing by Seller.

8. 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.

9. EMINENT DOMAIN AND EASEMENTS. The Seller represents that there are no pending and unsettled eminent domain proceedings, no appropriations by the filing of the State Highway plans in the Recorder's Office, and no non-complied-with orders from any governmental authority to do work or correct conditions affecting the Premises of which the Seller has knowledge; that no part of the property, except any part within utility reserve strips in developments or within legal limits of highways, is, or at settlement will be, subject to any easement for underground electric or telephone cable or sewer, gas or water pipe serving other than this property, any petroleum products pipeline or public storm sewer, or any other easement, except such easements as may appear of record, such easements as may be disclosed by a reasonable inspection of the Premises, or which are noted in these Conditions. 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.

10. 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 as Exhibit "B", if any, by execution of the Purchaser's Agreement, the Purchaser acknowledges that he/she/they has/have 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 of any type or kind whatsoever 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. No representation or warranty is made regarding the potability of water from any well on the Premises, or the proper construction or functioning of any sewage disposal system serving the Premises.*** The Lead-Based Paint Disclosure attached hereto, if any, 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 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.

11. 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. The Purchaser hereby waives any further compliance with the Act by the Seller. 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 attached hereto, if any, 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. **Notwithstanding the foregoing, the Act provides exceptions where a property disclosure statement does not have to be completed. One of the exceptions is when real estate is transferred by a fiduciary during the administration of a decedent estate, guardianship, conservatorship or trust.**

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 existing on the date of this sale.

12. LEAD BASE PAINT DISCLOSURE: WAIVER OF RISK ASSESSMENT. To the extent that it may be applicable, this notice is Environmental Protection Agency (hereinafter called EPA), 24 C.F.R. Part 35, and 40 C.F.R. Part 745. The Disclosure required by such regulations if attached hereto is made a part hereof. By the execution of the Purchaser's Agreement attached to these Conditions of Sale, the Purchaser acknowledges that he has reviewed the information as set forth in the Disclosure if attached hereto, and certifies that, to the best of his knowledge, the information provided therein is true and accurate. The Purchaser also waives rights under the aforesaid statute to be provided with a pamphlet required by the cited regulations about the dangers of lead poisoning.

The attached Disclosure, if any, contains a waiver of risk assessment. As a result of the waiver of risk assessment as set forth in the attached Disclosure, the Purchaser acknowledges that the property is to be sold "AS IS", and shall not be subject to or contingent upon any such assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

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 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 Act of July 27, 1955, P.L. 288, §3, as amended and reenacted (21 P.S. §613). If Purchaser's intended use of the Premises requires any federal, state, or local permits or inspections, including, but not limited to, use or occupancy permits, Purchaser is responsible for obtaining all such permits, or having inspections performed, all at Purchaser's expense.

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

15. 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.

16. INCLUSIONS WITH PREMISES. Included in this sale are all buildings, improvements, rights, privileges, and appurtenances to the Premises and:

- A. Any gas, electric, heating, plumbing, lighting, or water fixtures and systems;
- B. Any water softening system;
- C. Any central air conditioning fixtures and systems;
- D. Any cook stoves or built-in ovens;
- E. Laundry tubs;
- F. Radio and television aerials, masts, and mast and rotor equipment;
- G. Storm doors and windows, screen doors and fitted window screens;
- H. Any roller or venetian blinds, curtain and drapery rods and hardware;
- I. Propane tank, if any; and
- J. Any radiator covers, cabinets, awnings, or any other articles permanently affixed to the Premises, except as herein set forth;

17. 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: **Not Applicable/None.**

18. FIRE INSURANCE. Seller will continue in force the present insurance coverage upon the Premises until delivery of 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 property is struck off concerning the amount of such insurance.

19. 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, 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; 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, quit-claims, 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.

20. ADDITIONAL DISCLOSURES.

A. The Premises is subject to the recorded easements, agreements, and restrictions as appear in the public records of Lancaster County, Pennsylvania.

B. Section 1031 exchange: **Not Applicable.**

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 money 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, including attorney's fees, 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 commencement of bidding on the Premises, and that the Purchaser is not relying upon the public reading of the Conditions of Sale as a complete statement of the terms and conditions for 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. REFERENCES. All references to the highest bidder, or Purchaser contained herein shall be deemed to refer to all Purchasers, jointly and severally, whether referred to in the singular, plural, masculine, or feminine, form.

25. ASSIGNMENT. Purchaser may not assign these Conditions of Sale, in whole or part, without the prior written consent of the Seller.

26. WAIVER. A consent or waiver by Seller, express or implied, to or of any breach or default by Purchaser in the performance of these Conditions of Sale shall not be a consent to or a waiver of any other breach or default.

27. SEVERABILITY. If any provision of these Conditions of Sale is held invalid or unenforceable to any extent, the remainder of these Conditions of Sale are not affected thereby and shall remain in full force and effect and shall be enforceable.

28. 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:

SELLER:
ESTATE OF SHIRLEY ANNE KEYS KIRK

BY: Karen S. McCardell, Administratrix

PURCHASER'S AGREEMENT

The undersigned, as Purchaser, intending to be legally bound hereby, acknowledges that Purchaser has examined the Conditions of Sale attached hereto, which were made available for inspection prior to the sale of the Premises, and a summary of which was read prior to commencement of the bidding for the Premises. Purchase agrees to purchase the Premises described in the foregoing Conditions of Sale, subject to the terms and conditions as set forth in said Conditions of Sale, for the sum of:

_____ (\$_____) Dollars.

In the event that Purchaser shall be given possession of the premises before payment of the purchase price, and in the event that Purchaser shall fail to make payment when due, Purchaser authorizes any attorney to appear for Purchaser in any Court and, to the extent and under the conditions, if any, then permitted or prescribed by law, CONFESS JUDGMENT IN EJECTMENT against Purchaser, or any of them, in favor of the Seller, or the Seller's assigns, for possession of the Premises, and direct the issuance 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 that Purchaser fails to make settlement as required in the foregoing Conditions of Sale, Purchaser hereby irrevocably authorizes any attorney of any Court to appear for Purchaser, or any of them, and to confess judgment against Purchaser, jointly or severally, for all sums due hereunder, including any loss resulting from resale of the Premises by Seller, whether private or public sale, with or without notice to Purchaser, upon filing an Affidavit of Default under the terms hereof, together with interest at the rate of twelve (12%) percent per annum, and together with a collection fee equal to ten (10%) percent of the amount then due, but in no event less than Two Thousand (\$2,000.00) Dollars, all costs of suit, release of heirs, and waiver of appeals, and without stay of execution. This warranty shall include a waiver of all appraisal, stay, and exemption laws of any state, now in force or hereafter enacted. This Power of Attorney shall not be affected by the disability of the principal or principals.

IN WITNESS WHEREOF, the Purchaser(s), intending to be legally bound hereby, has/have executed this Agreement this _____ day of August, 2026.

WITNESS:

PURCHASER (1):

Print Name: _____

Address: _____

Telephone: _____

Email: _____

WITNESS:

PURCHASER (2):

Print Name: _____

Address: _____

Telephone: _____

Email: _____

RECEIPT

The undersigned acknowledges receipt from Purchaser, on behalf of Seller, the amount of _____ (\$_____) Dollars, representing the down payment toward the Purchase Price for the purchase of the Premises.

Mark L. Blevins, Esquire
Law Offices of Mark L. Blevins
Attorney for the Seller

Date: _____

Mark L. Blevins, Esquire
Law Offices of Mark L. Blevins
701 Penn Grant Road
Lancaster, PA 17602
717-871-6460
mjblaw@comcast.net

EXHIBIT "A"
Legal Description of the Premises

Parcel No. 1

ALL THAT CERTAIN tract of land situate in Fulton Township, Lancaster County, Pennsylvania, bounded and described as follows:

BEGINNING at a point in the center line of the State Road leading from Wrightsdale to Rock Springs, Maryland, a corner of lands now or late of Sadie F. Chambers; thence leaving said State Road crossing over the Southeasterly side thereof and extending along lands now or late of Sadie F. Chambers South 41° 31' 20" East 100 feet to a point; thence extending along remaining lands of Ambrose Keys and Bessie Keys, his wife, (of which this tract was once a part) the following two courses and distances: South 48° West 150 feet to a point and North 41° 31' 20" West 100 feet crossing over the Southeasterly side of said road to a point in the center line thereof; thence extending along the center line of said public road North 48° East 150 feet to the point and place of beginning.

CONTAINING 15,000 square feet be the same more or less.

Parcel No. 2

ALL THAT CERTAIN Lot "A" situated on the southeast side of Little Britain Road (Pa. 172) in Fulton Township, Lancaster County, Pennsylvania as the same appears on Map recorded in the Recorder of Deeds Office, Lancaster County, Pennsylvania in Plan Book J-99, Page 141, said Lot being bounded and described as follows:

BEGINNING at a point in the middle of Little Britain Road (Pa. 172), which point is 799.27 feet northeast from the centerline intersection of said road and Township Road (TR-315); thence (1) along the middle of road North 48 degrees 08 minutes 42 seconds East 25.00 feet to a point in line of lot of Ambrose Keys, Jr.; thence (2) by same South 41 degrees 58 minutes 38 seconds East 100.00 feet to an iron pipe at corner; thence (3) by same Lot North 48 degrees 08 minutes 42 seconds East 150.00 feet to an iron pipe in line of land of Ernest H. Chambers; thence (4) by same South 41 degrees 58 minutes 38 seconds East 105.00 feet to an iron pipe; thence (5) along line of land being retained by the Grantor herein South 48 degrees 08 minutes 42 seconds West 175.00 feet to an iron pipe at corner; thence (6) by same land North 41 degrees 58 minutes 38 seconds West 205.00 feet to the place of Beginning.

CONTAINING: 0.479 Acres.