TERMS AND CONDITIONS OF SALE OF REAL PROPERTY
FOR

1807 HOLTWOOD RD, HOLTWOOD, PA 17532

The Terms and Conditions of Sale of the present public sale are as follows:

1. The Property to be sold is all that certain tract of land and buildings known as 1807 Holtwood Rd, Holtwood, Martic Township, Lancaster County, PA 17532, Tax Property ID of 430-01619-0-0000 and as more fully described in the Deed dated March 28, 1968 and recorded March 29, 1968 attached. The property is listed by Lancaster County Tax Assessment as +/- 2.3 acres, but the deed indicates 3.273 acres. The Property is being sold without any guarantee or representation as to the exact amount of acreage.

2. This auction sale is with reserve. The auctioneer or the Seller, or agent may withdraw the Property at any time until the Auctioneer announces completion of the sale. The Auctioneer or the Seller may, without giving any reason therefore, refuse or reject any or all bids. The Property may be offered at a minimum bid below which the Property may not be sold by the Auctioneer.

3. A sale is complete when the Auctioneer so announces by the fall of the hammer or in other customary manner. Where a bid is made while the hammer is falling in acceptance of a prior bid, the Auctioneer may in his discretion reopen the bidding or declare the Property sold under the bid on which the hammer was falling.

4. If disputes arise as to any bidding or between two or more bidders, the Property so disputed shall immediately be put up again and be resold.

5. Buyer shall, if requested, give to the Auctioneer or his representative(s) their names, addresses, and such other information as requested.

6. Inasmuch as the Property has been available for inspection, the Property is sold "AS IS", without warranty, guarantee or representation as to condition, or fitness, and without express or implied warranty, guarantee or representation that the Property is in condition or fit to be used for the purpose for which it is intended. No sale shall be invalidated nor any refund, compensation or damages paid by reason of any matter relating to condition, or fitness to be used for the purpose for which it is intended, nor by reason of any fault in the Property, nor by reason of the Property being inaccurately or incorrectly described, nor by reason of any imperfection or damage.

7. All bids and sale are made subject to the terms and conditions set forth in these Terms and Conditions of Sale. A Buyer, by making a bid, agrees to abide and be bound by these Terms and Conditions, and agrees to sign the Terms and Conditions of Sale.

8. This sale shall not be contingent upon Buyer obtaining financing for the purchase. Possession shall be given at Settlement.

9. Persons inspecting the Property assume all risks of damage of or loss to person or property, and specifically relieve the Seller and Auctioneer from liability therefor. Neither the Auctioneer nor the Seller shall be liable to any person by or because of any defect in or the condition of the premises upon which the sale shall be held.

10. The Seller and the Auctioneer reserve the right to adjourn or continue the sale from time to time by announcement at the time and place appointed for the original sale or any adjourned sale or during the progress of any such sale, and without further notice may proceed with the sale on the day to which the same may be so adjourned or continued.

11. Upon Seller's acceptance of the highest bid, the successful bidder must make a Deposit payment by cashier's check or certified check made payable to Seller, or by personal check, if acceptable to Buyer, in the amount of Ten Percent (10%) of the winning bid as security for the performance of the Sale.

The balance of the purchase price shall be paid at Settlement in immediately available funds (such as wire transfer) acceptable to the Seller. In the event of Default by Buyer of any of the Conditions set forth herein, or if the Buyer shall fail to complete settlement as required herein, Seller shall be entitled to retain the Deposit as liquidated damages, and any Agreement between Seller and Buyer for the purchase of the Property shall become null and void.

12. Settlement shall be held within ninety (90) days of the date of the public sale, or on date if agreed to by both Seller and Buyer. Settlement shall be held at the Law Offices of Nikolaus & Hohenadel, LLP, or at such other place as agreed by Seller and Buyer.

13. Buyer agrees to pay all expenses of and relating to Settlement.

14. Time is of the essence of this transaction, and upon failure of the Buyer to make settlement as above set forth, the sale shall, at Seller's option, become breached, violated and terminated, and the amount previously paid by the Buyer shall be retained by the Seller as liquidated damages, and the Seller may proceed to make a resale of the Property either at private or public sale. Formal tender of deed is waived.

15. The following items are considered part of the property and will pass with title to the property:

All existing plumbing, heating, air-conditioning and lighting fixtures (including chandeliers) and systems appurtenant thereto and forming a part thereof, and other permanent fixtures, as well as all ranges, T.V. antennas, masts and rotor systems, together with wall to wall carpeting, screens, storm sash and/or doors, shades, awnings, venetian blinds, couplings for automatic washers and dryers, etc. radiator covers, cornices, kitchen cabinets, drapery rods, drapery rod hardware, curtain rods, curtain rod hardware, propane tank, oil tank, all trees, shrubbery, plantings now in or on the Property, if any.

The refrigerator and stove are included in the sale in "AS IS" condition.

The dryer and washer are NOT included in the Sale.

16. Realty transfer taxes (2%) and/ or sales tax shall be paid by Buyer.

17. County and local real estate taxes, municipal claims for water, sewer, trash and other claims and charges for the calendar year in which the Settlement is held, and school taxes shall be apportioned on a fiscal year basis to date of Settlement.

18. In the event that any of the buildings on the Property to be sold is or are destroyed or damaged by fire or other casualty or in any other manner prior to Settlement, all insurance proceeds will be the sole property of the Seller, but the amount of the purchase price to be paid by Buyer shall be reduced, not below zero, by the amount of the insurance proceeds actually received by Seller by reason of the destruction of or damage to the building(s); there shall be no duty on the Seller to restore, repair or rebuild the building(s). Seller, until Settlement, will carry, at its expense, fire insurance with extended coverage on the residence in such amount as Seller deems to be prudent. Subsequent to the Settlement, all risk of loss or damage by reason of the destruction of or damage to the buildings shall be solely on the Buyer; the Seller shall not be liable or responsible for any loss or damage by reason of the destruction of or damage to the buildings occurring subsequent to the Settlement.

19. Title is to be a good and marketable title, free and clear from all liens, but subject to building restrictions, zoning regulations, easements, rights of way, reservations and restrictions of record or visible on the premises.

20. Seller represents that there are no pending and/or unsettled eminent domain proceedings of which Seller has knowledge.

21. Notices concerning Lead Paint, Radon, and Sellers Disclosure are attached and made a part of the Terms and Conditions of Sale.

22. All notices required or provided for herein shall be in writing and sent by first-class mail. Subject to change by such notice from the party to be charged with such notice, notices shall be addressed as follows:

To Seller: Sandra J. Unruh
c/o John C. Hohenadel, Esquire
Nikolaus & Hohenadel, LLP
303 West Fourth St
Quarryville, PA 17566

23. The sale of the Property includes a Reservation of Crops which shall entitle Seller, her agents, and any equipment the right to enter the Property, and to cultivate, maintain, protect and harvest Corn on the Property. This right shall survive settlement if it occurs prior to ninety (90) days, and shall remain until the harvest is completed or until December 18, 2026, whichever occurs first. Upon completion of the harvest, Seller agrees to leave the harvested acreage in standard agricultural condition. This Agreement shall run with the land to bind any purchaser, buyer, or subsequent owner of the Property.

24. These Terms and Conditions of Sale constitute the entire understanding arrived at and between the parties hereto and there are no other understandings, representations or warranties, oral or written, relating to the subject matter thereof.

25. These Terms and Conditions of Sale shall be binding on and shall inure to the benefit of the Seller and the Buyer, the Buyer's heirs, successors and assigns.

26. It is understood that Buyer has inspected the Property and has agreed to purchase it as a result of such inspection and not because of or in reliance upon any representations by the Seller, Auctioneer or any agent thereof.

By: Sandra J. Unruh
Sandra J. Unruh, owner

Purchaser Countersign: _____

PURCHASERS AGREEMENT

I/We_____

_____

agree to have purchased the Real Estate ("Property") mentioned in the foregoing Conditions, subject to said Conditions, for the sum of _____

_____DOLLARS ($_____).

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, 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; thereby 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:

Deed

Witness my/our hand(s) and seal(s) this _____day of September, 2026.

_____

_____

RECEIPT

Received of Purchaser on above date, as down money on account of the above purchase price, the sum of _____

_____DOLLARS ($_____).

REAL ESTATE SELLER DISCLOSURE ACT

The Purchaser acknowledges that the Real Estate Seller Disclosure Act, Act No. 84 of 1996 I68 P.S. 1021, et seq.) (herein "Seller Disclosure Act"), requires the seller of certain real estate to provide certain disclosures regarding the real estate offered for sale, on a form required by the Seller Disclosure Act. The Purchaser further acknowledges that the Seller Disclosure Act provides for damages in the event such disclosures are not made.

If required under the Seller's Disclosure Act, a Seller's Disclosure Statement is attached. The Purchaser, by the execution of the Purchasers' Agreement attached to these Conditions of Sale, acknowledges that he has a full and complete opportunity to review the Seller Disclosure Statement attached hereto, and acknowledges receipt thereof. The Purchaser hereby waives any further compliance with Seller Disclosure Act by the Seller. The Purchaser hereby releases, remises and quitclaims unto Seller any and all claims, actions or causes of action under the Seller Disclosure 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 6 of these Conditions of Sale.

The Purchaser further acknowledges that neither the attorney for the Seller, nor the auctioneer, has made any specific representations regarding the condition of the Premises, and that the Purchaser has not relied upon any representations or statements of the attorney for the Seller or auctioneer. The Purchaser releases the attorney for the Seller and 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.

RADON DISCLOSURE
ADDENDUM TO TERMS
AND CONDITIONS OF SALE

Radon is a radioactive gas produced naturally in the ground by the normal decay of uranium and radium. Studies, although not yet conclusive, indicate that extended exposure to high levels of radon gas or radon daughters, also known as radon progeny, descendants of radon gas, results in an increased risk of lung cancer. Radon gas or radon daughters can diffuse through the earth into homes and can accumulate in open spaces, such as basements and crawl spaces, and subsequently permeate a home. If the annual average exposure to radon daughters exceeds 0.02 working levels (4 picocuries per liter) the Environmental Protection Agency (EPA) presently advises corrective action, although there can be no assurance that lesser levels are not harmful. Increased ventilation and/or preventing the entry of radon will cure a radon problem in most instances.

Seller has no knowledge concerning the existence or nonexistence of radon in or about the Premises. Buyer agrees to take the property in an "as is" condition with regard to Radon; and further Buyer hereby releases, quit claims and forever discharges Seller, Seller's Agents, Subagents, Attorneys, or any one of them, and any other Person, Firm or Corporation, who may be liable through them, from any and all claims, losses or demands, including personal injuries, and all consequences thereof, where now known or not, which may arise from the presence of Radon in any building on any property.

WITNESS:

BUYER:

WITNESS:

SELLER:

Sandra J. Unrue

LEAD BASED PAINT AND/OR LEAD BASED PAINT HAZARDS DISCLOSURE ADDENDUM TO TERMS AND CONDITIONS OF SALE

Every purchaser or 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.

Seller has no knowledge concerning the existence or nonexistence of lead-based paint and/or lead-based paint hazards in or about the Premises. Buyer agrees to take the property in an "as is" condition with regard to lead-based paint and/or lead-based paint hazards; and further Buyer hereby releases, quit claims and forever discharges Seller, Seller's Agents, Subagents, Attorneys, or any one of them, and any other Person, Firm or Corporation, who may be liable through them, from any and all claims, losses or demands, including personal injuries, and all consequences thereof, where now known or not, which may arise from the presence of lead-based paint and/or lead-based paint hazards in any building on any property.

WITNESS:

BUYER:

WITNESS:

SELLER:

Sandra J. Unruh

W/A

HIIBG DEED — Fee Simple. Executive Sales Co., 1211 Arch St., Phila. 7, Pa.

23549

MAR 29 1968

This Deed

Made the 28th *day of* March *, in the year Nineteen hundred and* sixty-eight (1968).

Between PETER UNRUH and ADELINE UNRUH, husband and wife, of the Township of Martic, County of Lancaster, and Commonwealth of Pennsylvania, hereinafter called the GRANTORS,

A
N
D

DAVID H. UNRUH and SANDRA J. UNRUH, husband and wife, of the Township of Martic, County of Lancaster, and Commonwealth of Pennsylvania, hereinafter called the GRANTEES,

(David H. Unruh is the son of the Grantors herein)

Witnesseth, *That in consideration of* Five Hundred ($500.00) *Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantees* — their — *heirs and assigns,* as tenants by the entirety.

ALL THAT CERTAIN lot or tract of unimproved farm land being situate in the Township of Martic, County of Lancaster, and Commonwealth of Pennsylvania, more fully bounded and described according to a survey by Daniel C. Gohn R. S., on March 7, 1968, as follows:

BEGINNING at a P. K. nail in the centerline of newly relocated Route No. 372 (Legislative Route No. 344) also being centerline station 323+41.61 and in line of property of Howard W. Thomas and said P. K. nail being further located by a distance of one thousand five hundred one and ninety-one hundredths (1,501.91) feet southwest of the centerline intersection of Legislative Route No. 344 with relocated Legislative Route No. 36005; thence continuing along said property of Howard W. Thomas the following three courses: (1) North thirty-nine (39) degrees, twenty-three (23) minutes, nineteen (19) seconds West, a distance of two hundred ninety-nine and forty-five hundredths (299.45) feet to an iron pin, (2) North seven (7) degrees, thirty-eight (38)

minutes, nineteen (19) seconds West, a distance of one hundred fifty-eight (158) feet to an iron pin and (3) North twenty-two (22) degrees, fifty-three (53) minutes, nineteen (19) seconds West, a distance of thirty-five and seven hundredths (35.07) feet to a point in line of property of Pennsylvania Power and Light Company; thence continuing along the same, the following two courses: (1) North sixty-five (65) degrees, twenty-four (24) minutes, forty-one (41) seconds East, a distance of three hundred thirty and nineteen hundredths (330.19) feet to a point and (2) North sixty-four (64) degrees; twenty-six (26) minutes, forty-one (41) seconds East, a distance of two hundred twenty-eight and ninety-nine hundredths (228.99) feet to a point in the centerline of the aforesaid Legislative Route No. 344 and also being centerline station 330+56.44; thence continuing along the centerline of said road, South twenty-four (24) degrees, twelve (12) minutes, six (6) seconds West, a distance of four hundred fifty-five and twenty hundredths (455.20) feet to the point of curvature of a two (2) degrees curve to the left; thence continuing along said curve to the left, having a radius of two thousand eight hundred sixty-four and ninety-three hundredths (2,864.93) feet, an arc length of two hundred fifty-nine and sixty-three hundredths (259.63) feet and said arc being subtended by a chord of South twenty-one (21) degrees, thirty-six (36) minutes, nineteen (19) seconds West, a distance of two hundred fifty-nine and fifty-six hundredths (259.56) feet to centerline station 323+41.61, the point or place of BEGINNING.

CONTAINING three and two hundred seventy-three thousandths (3.273) Acres, more or less.

BEING PART OF THE SAME PREMISES which Alvin A. Holman and Marian A. Holman, his wife, by deed dated and recorded in the Recorder's Office in and for Lancaster County in Deed Book I, Volume 45, Page 95, conveyed unto Peter Unruh and Adeline Unruh, his wife as tenants by the entireties, their heirs and assigns.

And the said grantors do hereby ——— warrant

Specially ——— the property hereby conveyed. ———

In Witness Whereof, said grantors have hereunto set their hands

and seals the day and year first above written. ———

Signed, Sealed and Delivered
In the Presence of

Carl A. Wike

Peter Unruh (SEAL)

Peter Unruh

Adeline Unruh (SEAL)

Adeline Unruh

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Commonwealth of Pennsylvania
County of Lancaster } ss.

On this, the 28th day of March 1968, before me, the undersigned officer, personally appeared

PETER UNRUH and ADELINE UNRUH, husband and wife

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same

for the purpose therein contained.

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

Carl A. Wike
Notary Public

My Commission expires 2/7/73

CARL A. WIKE
NOTARY PUBLIC
LANCASTER COUNTY, PA.
COMMONWEALTH OF PENNSYLVANIA

MAIL

STAMPS:

I Hereby Certify that the precise address of the grantees herein is

Quarryville RD#1, Pa.

R 57 509

Carl A. Wike