TERMS AND CONDITIONS OF SALE OF REAL PROPERTY
FOR

36 OLD RIVER 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 36 Old River Rd, Holtwood, Martic Township, Lancaster County, PA 17532, and consisting of three parcels: Tax Property ID of 430-84565-0-0000, 430-73497-0-0000, and 430-87997-0-0000.

The first tract is more fully described in the attached Deed dated October 12, 1984 and recorded October 15, 1984, but excepting from such description, all that certain land conveyed by David H. Unruh and Sandra J. Unruh, husband and wife, to C. Michael Barnett, Jr and Patricia A. Barnett, husband and wife, by Deed dated September 21, 1990 and recorded September 24, 1990, and all that certain land conveyed by David H. Unruh and Sandra J. Unruh, husband and wife, to Howard W. Shertzer and Shirley D. Shertzer, husband and wife, by Deed dated December 2, 1995 and recorded on December 29, 1995.

The second tract is more fully described in the attached Deed dated July 7, 1998 and recorded on July 17, 1998.

The third tract is more fully described in the attached Deed dated July 7, 1998 and recorded July 17, 1998.

The Properties included in the sale are is listed by Lancaster County Tax Assessment (and Clean and Green Program) as +/- 27 acres, .7 acres, and .9 acres. The Properties included in the sale are 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 Seventy Thousand ($70,000.00) 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 sixty (60) 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. There are currently seven (7) greenhouses on the Property which are NOT included in the sale and which will be removed prior to Settlement by Seller. All other fixtures and out buildings will remain and are part of the sale of the Property.

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. 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

22. The subject Property (consisting of the three parcels identified in Paragraph 1) are currently enrolled in Lancaster County under the Clean and Green Program. If Buyer decides to change use of the Property and not continue such enrollment, any and all rollback taxes imposed shall be paid by the Buyer.

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, Pumpkin and Gourd crops on the Property. This right shall survive settlement, and shall remain until the harvest is completed or until December 12, 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 ($_____).

94300 PA. WARRANTY DEED.—11.

PHILA LAW BLANKS
SOLD BY
THE CLARKSHOWN CO.
WILLIAMSPORT, PA. 17701
ALL RIGHTS RESERVED

This Deed

OCT 15 1984

Made the 12th *day of* October
Nineteen hundred and eighty-four (1984)

Between PETER UNRUH, widower, of the Township of Martic, County of Lancaster, Commonwealth of Pennsylvania,

(hereinafter called the Grantor)

A

N

D

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

(hereinafter called the Grantees)

RECORDED
84 OCT 15 P3:35
RECORDER
LANCASTE

Witnesseth, *That in consideration of* - - - - ONE DOLLARS AND NO CENTS - -

- - - - - - - - - - - - - ($1.00) - - - - - - - - - - - - - - - - - - *Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said grantor* does *hereby grant and convey to the said grantees, their heir and assigns as tenants by the entireties,*

All THAT CERTAIN tract of land situate in the Township of Martic, County of Lancaster, and State of Pennsylvania, with the improvements thereon erected, bounded and described as follows, to wit:

BEGINNING at a stone, a corner of lands now or late of L. R. Ambler; thence by same, South eighteen (18) degrees East, four hundred and eighty three (483) feet to a point in the road from Wichersham's Mill to McCall's Ferry; thence by the same land, South fifty and one half (50 1/2) degrees West, seven hundred and thirty two (732) feet to a stone; thence by the same land, South sixty four (64) degrees West, three hundred and six (306) feet to a stone; thence by the same land North thirty six and three fourths (36 3/4) degrees West, two hundred and sixty six (266) feet; thence by the same land, North thirty eight and one half (38 1/2) degrees East, one hundred and sixty nine (169) feet; thence by same land North fifty six and one fourth (56 1/4) degrees West, four hundred and thirteen (413) feet; thence by same land, South forty four (44) degrees West, four hundred and sixty two (462) feet; thence by same land, South thirteen (13) degrees West, two hundred and forty two (242) feet; thence by land now or late of B. H. Graybill, North thirty-three (33) degrees, West five hundred and ninety (590) feet; thence by same land, North one and one fourth (1 1/4) degrees West, one hundred and fifty eight (158) feet; thence by same land, North sixteen and one half (16 1/2) degrees West, eight hundred and forty one (841) feet; thence by lot of Crystal Brook School, North twenty (20) degrees West, one hundred and thirty two (132) feet to a point on the South side of said road; thence along said road, North sixty nine and one half (69 1/2) degrees East, nine hundred and ninety five (995) feet by land now or late of Samuel J. Myers; thence by same, South eighteen and one half (18 1/2) degrees East, eleven hundred and twenty (1120) feet; thence by same land East four hundred and eighty six

(486) feet to a stone; thence by same land North fifty eight (58) degrees East, three hundred and forty two (342) feet to the place of BEGINNING.

CONTAINING forty seven (47) Acres, and sixty four (64) Perches.

EXCEPTING from this conveyance, all that certain lot of land conveyed by Harry H. Davis and wife to Edward M. Gorman by Deed dated June 15, 1932, recorded in Lancaster, Pa., in Deed Book A, Vol. 31, Page 113, containing two and eight hundred and seventy five thousandths (2.875) Acres.

EXCEPTING from this conveyance, all that certain lot of land conveyed by Harry H. Davis and wife to Edward M. Gorman by deed dated June 15, 1932, recorded at Lancaster, Pa., in Deed Book A, Vol. 31, Page 114, containing two and four hundred fifty five thousandths (2.455) Acres.

EXCEPTING from this conveyance, all that certain lot of land conveyed by Harry H. Davis and wife to Edward M. Gorman by Deed dated June 18, 1932, recorded at Lancaster, Pa., in Deed Book A, Vol. 31, Page 116, containing five hundred seventy two thousandths (0.572) Acres.

EXCEPTING from this conveyance, all that certain lot of land conveyed by Amy R. Hambleton and husband to the Pennsylvania Water Power Company, by Deed dated December 16, 1937, recorded in Deed Book L, Vol. 33, Page 75, in the Office of the Recorder of Deeds in and for the County of Lancaster, containing two and eight hundred sixty two thousandths (2.862) Acres of land.

EXCEPTING from this conveyance, all those two (2) certain lots or parcels of ground conveyed by Peter Unruh and Adeline Unruh, also known as Adelina Unruh, his wife to the Philadelphia Electric Company, by Deed dated July 15, 1966, recorded in Deed Book X, Vol. 55, Page 360, in the Office of the Recorder of Deeds in and for the County of Lancaster, parcel one containing six hundred three thousandths (0.603) of an acre and parcel two containing one and one hundred forty eight thousandths (1.148) Acres of land.

EXCEPTING from this conveyance, all that certain lot or tract of unimproved farm land conveyed by Peter Unruh and Adeline Unruh, husband and wife, by Deed dated March 28, 1968, recorded in Deed Book R, Vol. 57, Page 507, in the Office of the Recorder of Deeds in and for the County of Lancaster, to David H. Unruh and Sandra J. Unruh, husband and wife, containing three and two hundred seventy-three thousandths (3.273) Acres, more or less.

EXCEPTING AND RESERVING premises taken by Eminent Domain Proceedings by the Commonwealth of Pennsylvania, Department of Highways, pursuant to declaration of taking dated January 6, 1966, recorded in and for the County of Lancaster, record Book H, Vol. 55, Page 771.

SUBJECT to the right of way granted by Grover L. Duvall to F.A. Albner dated June 1, 1923 and recorded in the aforesaid Recorder of Deeds Office in and for Lancaster County in Deed Book K, Vol. 26, Page 3.

SUBJECT to all rights, granted by the said Harry H. Davis and Anna M. Davis, his wife, to Edward M. Gorman by the above mentioned Deeds, recorded in the Recorder's Office at Lancaster, Pa., in Deed Book A, Vol. 31, Page 113, and in Deed Book A, Vol. 31, Page 114.

SUBJECT TO ALL THE RIGHTS GRANTED BY THE SAID Amy R. Hambleton and Emment D. Hambleton, her husband to the Pennsylvania Water Power Company by the above mentioned Deed recorded in the Recorder's Office at Lancaster, Pa., in Deed Book L, Vol. 33, Page 75.

TOGETHER WITH all the rights reserved by the said Harry H. Davis and Anna M. Davis, his wife, in the above mentioned two deeds to Edward M. Gorman, recorded in the Recorder's Office at Lancaster, Pa., in Deed Book A, Vol. 31, Page 113, and in Deed Book A, Vol. 31, Page 114.

TOGETHER WITH all the rights reserved by the said Amy R. Hambleton and Emment D. Hambleton, her husband, in the above mentioned deed to the Pennsylvania Water Power Company, recorded in the Recorder's Office at Lancaster, Pa., in Deed Book L, Vol. 33, Page 75.

TOGETHER WITH all the rights reserved by the said Peter Unruh and Adeline Unruh, husband and wife, in the above mentioned deed to Philadelphia Electric Company, recorded in the Recorder's Office at Lancaster, PA., in Deed Book X, Vol. 55, Page 360.

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 Adeline Unruh died June 28, 1982, whereupon title vested in Peter Unruh, by the right of survivorship.

THE WITHIN CONVEYANCE is wholly exempt from realty transfer tax because this is a conveyance from parent to child.

And the said grantor , does hereby warrant SPECIALLY the property hereby conveyed,

In Witness Whereof, said grantor have hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered
In the Presence of

Darrell Robbins

Peter Unruh (L.S.)
PETER UNRUH

(L.S.)

(L.S.)

(L.S.)

Commonwealth of Pennsylvania }
County of LANCASTER } SS:

On this, the 12th day of October 1984, before me a Notary Public

the undersigned officer, personally appeared PETER UNRUH

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

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

MY COMMISSION EXPIRES
2/6/88

Sandra M. Lovelidge

Sandra M. Lovelidge, Notary Public
Lancaster, Lancaster Co., PA
My Commission Expires Feb 6, 1988

I Hereby Certify, that the precise address of the grantee Sherein is
R. D. #1, Box 275A
Pequea, PA 17565

Robert M. Going

998051137

JUL 17 1998

RECORDED OR FILED
98 JUL 17 PM 4:06
RECORDER OF DEEDS
LANCASTER, PA.

This Deed

TAXES
Pa. 26500
Local 132.60
Local 132.60

Martic Twp.
Penn Manor

WT RD RF 130 SF 200 AH 1/50TOT 2700

DIST 4136MAP 21 E BLK 5 LOT 12

Made the 7th day of July in the year of One Thousand Nine Hundred and Ninety-eight (1998)

Between ABRAM W. METZLER, HARRY W. METZLER, FLORENCE W. KREINER, DANIEL W. METZLER, MIRIAM W. BRENEMAN, NAOMI W. MILLER, ANNIE W. METZLER and BESSIE M. KREIDER, Executors of the ESTATE OF BENJAMIN H. METZLER, of the County of Lancaster and Commonwealth of Pennsylvania,

(hereinafter called the Grantors), of the one part,

AND

DAVID H. UNRUH and SANDRA J. UNRUH, husband and wife, of the County of Lancaster and Commonwealth of Pennsylvania,

(hereinafter called the Grantees), of the other part,

Witnesseth, That in consideration of TWENTY-SIX THOUSAND FIVE HUNDRED DOLLARS and 00/100 ($26,500.00) in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey unto the said Grantees, their heirs and assigns, as tenants by the entireties,

ALL THAT CERTAIN unimproved tract of land being situate on the west side of River Road (Pennsylvania Route No. 3017) in the Township of Martic, County of Lancaster and Commonwealth of Pennsylvania, said tract of land being more fully bounded and described as follows according to a survey prepared for Benjamin H. Metzler and Ruth W. Metzler by Strausser Surveying and Engineering, Inc., dated October 27, 1993:

BEGINNING at a point located in the west right of way line of River Road (Pennsylvania Route No. 3017), a corner of lands of Pennsylvania Power and Light Company; thence in and along the west right of way line of River Road (Pennsylvania Route No. 3017), in a line parallel with and at a distance of forty (40) feet west of the centerline of the aforementioned road, in a line curving to the left, having a radius of one thousand four hundred seventy-two and sixty-nine hundredths (1,472.69) feet, an arc distance of two hundred twenty-five and forty-nine hundredths (225.49) feet to a point, a corner of lands of Peter Unruh and Adeline Unruh, the chord of the last described arc having a bearing of South forty-three (43) degrees fifty-five (55) minutes fifty-two (52) seconds East for a distance of two hundred twenty-five and twenty-seven hundredths (225.27) feet; thence along said lands of Peter Unruh and Adeline Unruh, the two following courses and distances: 1) North eighty-nine (89) degrees fifty-three (53) minutes thirteen (13) seconds West, a distance of three hundred sixty-three (363) feet to a point, 2) North eighteen (18) degrees fifty-five (55) minutes thirty-two (32) seconds West, a distance of eighty-eight and forty-five hundredths (88.45) feet to a point in line of lands of Pennsylvania Power and Light Company; thence along said lands of Pennsylvania Power and Light Company, North seventy-one (71) degrees forty-two (42) minutes twenty-two (22) seconds East, a distance of two hundred forty-seven and ninety-five hundredths (247.95) feet to the point and place of Beginning.

BEING THE SAME PREMISES which Benjamin H. Metzler and Ruth W. Metzler, husband and wife, by her Attorney-in-Fact, Annie W. Metzler, pursuant to authority in a Power of Attorney dated January 29, 1994 and recorded February 1, 1994 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania in Record Book 4223, Page 659, by their deed dated January 3, 1995 and recorded January 4, 1995 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania in Record Book 4537, Page 499, granted and conveyed unto Benjamin H. Metzler and Ruth W. Metzler, their heirs and assigns, as tenants by the entireties.

AND THE SAID Ruth W. Metzler died on April 7, 1997, whereby all her right, title and interest vested in Benjamin H. Metzler as surviving tenant by the entireties.

AND THE SAID Benjamin H. Metzler died on May 4, 1997, and Letters Testamentary were granted on June 9, 1997 to his children, Bessie M. Kreider, Abram W. Metzler, Miriam W. Breneman, Harry W. Metzler, Naomi W. Miller, Florence W. Keener, Annie W. Metzler, and Daniel W. Metzler.

UNDER AND SUBJECT to any restrictions or easements that may appear of record.

THIS DEED is being executed by James N. Clymer as attorney-in-fact for Naomi W. Miller pursuant to the authority contained in a Power of Attorney dated July 6, 1998 and intended for immediate recording in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania. Book 5812 Page 0414

THIS DEED is being executed by James N. Clymer as attorney-in-fact for Bessie M. Kreider pursuant to the authority contained in a Power of Attorney dated July 2, 1998 and intended for immediate recording in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania. Book 5812 Page 0412

THIS DEED is being executed by Harry Metzler as attorney-in-fact for Abram W. Metzler pursuant to the authority contained in a Power of Attorney dated July 6, 1998 and intended for immediate recording in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania. Book 5812 Page 0410

AND THE SAID Abram W. Metzler, Harry W. Metzler, Florence W. Keener, Daniel W. Metzler, Miriam W. Breneman, Naomi W. Miller, Annie W. Metzler and Bessie M. Kreider, Executors of the Estate of Benjamin Metzler, deceased, have not done, committed, or knowingly or willing suffered to be done or committed, any act, matter or thing whatsoever, whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or incumbered, in title, charge, estate or otherwise howsoever.

07/17/98 4:02PM 010W7787 PA TAX AX $265.0

07/17/98 4:02PM 010W7787 LOCAL TX AX $132.5

07/17/98 4:02PM 010W7787 LOCAL TX AX $132.5

5823 0306

In Witness Whereof, said Grantors have hereunto set their hands and seals the day and year first above written.

Sealed and Delivered
In the presence of us:

ESTATE OF BENJAMIN H. METZLER

By: Harry W. Metzler (SEAL)
Harry W. Metzler, Attorney-in-Fact
for Abram W. Metzler

By: Harry W. Metzler (SEAL)
Harry W. Metzler

By: Florence W. Keener (SEAL)
Florence W. Keener

By: Daniel W. Metzler (SEAL)
Daniel W. Metzler

By: Miriam W. Braneman (SEAL)
Miriam W. Braneman

By: (SEAL)
James N. Clymer, Attorney-in-Fact
for Naomi W. Miller

By: Annie W. Metzler (SEAL)
Annie W. Metzler

By: (SEAL)
James N. Clymer, Attorney-in-Fact
for Bessie M. Kreider

I Certify This Document To Be
Recorded in Lancaster Co., Pa.

STEVE McDONALD
Recorder of Deeds

Commonwealth of Pennsylvania
County of Lancaster

ss:

On this, the 7th day of July, 1998, before me, the undersigned officer, personally appeared HARRY METZLER known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, as Attorney-in-Fact for ABRAM W. METZLER and acknowledged that he executed the same as the act of his principal for the purposes therein contained.

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

Mary E Welsh
Notary Public

My Commission Expires:

NOTARIAL SEAL
MARY E. WELSH, Notary Public
Lancaster City, Lancaster County, PA
My Commission Expires September 30, 1998

Commonwealth of Pennsylvania
County of Lancaster
ss:

On this, the 7th day of July, 1998, before me, the undersigned officer, personally appeared **HARRY W. METZLER, FLORENCE W. KEHNER, DANIEL W. METZLER, MIRIAM W. BRENNEMAN, and ANNIE W. METZLER** 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 purposes therein contained.

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

Mary E Welsh
Notary Public

My Commission Expires:

NOTARIAL SEAL
MARY E. WELSH, Notary Public
Lancaster City, Lancaster County, PA
My Commission Expires September 20, 1998

Commonwealth of Pennsylvania
County of Lancaster
ss:

On this, the 7th day of July, 1998, before me, the undersigned officer, personally appeared **JAMES N. CLYMER** known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, as **Attorney-in-Fact** for **NAOMI W. MILLER** and **BESSIE M. KREIDER** and acknowledged that he executed the same as the act of his principal for the purposes therein contained.

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

Mary E Welsh
Notary Public

My Commission Expires:

NOTARIAL SEAL
MARY E. WELSH, Notary Public
Lancaster City, Lancaster County, PA
My Commission Expires September 20, 1998

I hereby certify that the address of the above-named Grantees is: 1807 Holtwood Road, Holtwood, PA 17532

LANCASTER SETTLEMENT SERVICES CORPORATION

By: _____

998051138

RECORDED OR FILED
98 JUL 17 PM 4:06
RECORDER OF DEEDS
LANCASTER, PA.

JUL 17 1998

2700 M.E.M. JF

This Deed

TAXES
Pa. 5200
Local 2600
Local 2600

Martic Twp.
Penn Manor

WT 50 RF 1300 SF 200 AH 1150 TOT 2700

DIST (430) MAP 21 K BLK 5 LOT 13

Made the 7th day of July in the year of One Thousand Nine Hundred and Ninety-eight (1998)

Between ABRAM W. METZLER, HARRY W. METZLER, FLORENCE W. KEENER, DANIEL W. METZLER, MIRIAM W. BRENEMAN, NAOMI W. MILLER, ANNIE W. METZLER and BESSIE M. KREIDER, Executors of the ESTATE OF BENJAMIN H. METZLER, of the County of Lancaster and Commonwealth of Pennsylvania,

(hereinafter called the Grantors), of the one part,

AND

DAVID H. UNRUH and SANDRA J. UNRUH, husband and wife, of the County of Lancaster and Commonwealth of Pennsylvania,

(hereinafter called the Grantees), of the other part,

Witnesseth, That in consideration of FIVE THOUSAND TWO HUNDRED DOLLARS and 00/100 ($5,200.00) in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey unto the said Grantees, their heirs and assigns, as tenants by the entireties,

ALL THAT CERTAIN unimproved tract of land being situate at the southwest corner of the intersection of River Road (Pennsylvania State Route No. 3017) and Norman Wood Bridge Road (Pennsylvania State Route No. 0372), in the Township of Martic, County of Lancaster and Commonwealth of Pennsylvania, said tract of land being more fully bounded and described as follows according to a survey prepared for Benjamin H. Metzler and Ruth W. Metzler by Strausser Surveying and Engineering, Inc., dated October 27, 1993:

BEGINNING at a point located at the intersection of the south right of way line of Norman Wood Bridge Road (Pennsylvania State Route No. 0372) and the west right of way line of River Road (Pennsylvania State Route No. 3017); thence in and along the west right-of-way line of River Road (Pennsylvania State Route No. 3017), the two following courses and distances: 1) in a line parallel with and at a distance of fifty (50) feet west of the centerline of the aforementioned road, South twenty-eight (28) degrees one (01) minute forty-five (45) seconds East, a distance of eighty-four and sixty-five hundredths (84.65) feet to a point, 2) continuing in a line parallel with and at a distance of fifty (50) feet west of the centerline of the aforementioned road, in a line curving to the left, having a radius of one thousand four hundred eighty-two and sixty-nine hundredths (1,482.69) feet, an arc distance of one hundred sixty-two and seventeen hundredths (162.17) feet to a point in line of lands of Pennsylvania Power and Light Company, the chord of the last described arc having a chord bearing of South thirty-one (31) degrees nine (09) minutes forty-four (44) seconds East for a distance of one hundred sixty-two and nine hundredths (162.09) feet; thence along said lands of Pennsylvania Power and Light Company, South seventy-one (71) degrees forty-two (42) minutes twenty-two (22) seconds West, a distance of one hundred ninety-six and sixty-seven hundredths (196.67) feet to a point, a corner of the south right of way line of Norman Wood Bridge Road (Pennsylvania State Route No. 0372); thence in and along the south right of way line of Norman Wood Bridge Road

(Pennsylvania State Route No. 0372), the two following courses and distances: 1) North eighteen (18) degrees fifty-five (55) minutes thirty-two (32) seconds West, a distance of one hundred eighteen and thirty-six hundredths (118.36) feet to a point, 2) in a line parallel with and at a distance of one hundred twenty (120) feet south of the centerline of the aforementioned road, North thirty-one (31) degrees fifty-two (52) minutes fifteen (15) seconds East, a distance of one hundred ninety-two and seventeen hundredths (192.17) feet to the point and place of Beginning.

BEING THE SAME PREMISES which Benjamin H. Metzler and Ruth W. Metzler, husband and wife, by her Attorney-in-Fact, Annie W. Metzler, pursuant to authority in a Power of Attorney dated January 29, 1994 and recorded February 1, 1994 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania in Record Book 4223, Page 659, by their deed dated January 3, 1995 and recorded January 4, 1995 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania in Record Book 4537, Page 499, granted and conveyed unto Benjamin H. Metzler and Ruth W. Metzler, their heirs and assigns, as tenants by the entireties.

AND THE SAID Ruth W. Metzler died on April 7, 1997, whereby all her right, title and interest vested in Benjamin H. Metzler as surviving tenant by the entireties.

AND THE SAID Benjamin H. Metzler died on May 4, 1997, and Letters Testamentary were granted on June 9, 1997 to his children, Bessie M. Kreider, Abram W. Metzler, Miriam W. Breneman, Harry W. Metzler, Naomi W. Miller, Florence W. Keener, Annie W. Metzler, and Daniel W. Metzler.

UNDER AND SUBJECT to any restrictions or easements that may appear of record.

THIS DEED is being executed by James N. Clymer as attorney-in-fact for Naomi W. Miller pursuant to the authority contained in a Power of Attorney dated July 3, 1998 and intended for immediate recording in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania. Book 5812 - Page 0414

THIS DEED is being executed by James N. Clymer as attorney-in-fact for Bessie M. Kreider pursuant to the authority contained in a Power of Attorney dated July 2, 1998 and intended for immediate recording in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania. Book 5812 PAGE 0412

THIS DEED is being executed by Harry Metzler as attorney-in-fact for Abram W. Metzler pursuant to the authority contained in a Power of Attorney dated July 6, 1998 and intended for immediate recording in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania. Book 5812 PAGE 0410

AND THE SAID Abram W. Metzler, Harry W. Metzler, Florence W. Keener, Daniel W. Metzler, Miriam W. Breneman, Naomi W. Miller, Annie W. Metzler and Bessie M. Kreider, Executors of the Estate of Benjamin Metzler, deceased, have not done, committed, or knowingly or willing suffered to be done or committed, any act, matter or thing whatsoever, whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or incumbered, in title, charge, estate or otherwise howsoever.

In Witness Whereof, said Grantors have hereunto set their hands and seals the day and year first above written.

Sealed and Delivered
In the presence of us:

ESTATE OF BENJAMIN H. METZLER

By: Harry W. Metzler {SEAL}
Harry W. Metzler, Attorney-in-Fact
for Abram W. Metzler

By: Harry W. Metzler {SEAL}
Harry W. Metzler

By: Florence W. Keener {SEAL}
Florence W. Keener

By: Daniel W. Metzler {SEAL}
Daniel W. Metzler

By: Miriam W. Breneman {SEAL}
Miriam W. Breneman

By: {SEAL}
James N. Clymer, Attorney-in-Fact
for Naomi W. Miller

By: Annie W. Metzler {SEAL}
Annie W. Metzler

By: {SEAL}
James N. Clymer, Attorney-in-Fact
for Bessie M. Kreider

Commonwealth of Pennsylvania
County of Lancaster

ss:

On this, the 7th day of July, 1998, before me, the undersigned officer, personally appeared HARRY METZLER, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument as Attorney-in-Fact for ABRAM W. METZLER, and acknowledged that he executed the same as the act of his principal for the purposes therein contained.

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

Mary E. Welsh
Notary Public

My Commission Expires:

NOTARIAL SEAL
MARY E. WELSH, Notary Public
Lancaster City, Lancaster County, PA
My Commission Expires September 20, 1998

Commonwealth of Pennsylvania
County of Lancaster

ss:

On this, the 7 th day of July, 1998, before me, the undersigned officer, personally appeared **HARRY W. METZLER, FLORENCE W. KEENER, DANIEL W. METZLER, MIRIAM W. BRENEMAN** and **ANNIE W. METZLER** 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 purposes therein contained.

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

Mary E Welsh
Notary Public

My Commission Expires:

NOTARIAL SEAL
MARY E. WELSH, Notary Public
Lancaster City, Lancaster County, PA
My Commission Expires September 20, 1998

Commonwealth of Pennsylvania
County of Lancaster

ss:

On this, the 7 th day of July, 1998, before me, the undersigned officer, personally appeared **JAMES N. CLYMER**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument as **Attorney-in-Fact** for **NAOMI W. MILLER** and **BESSIE M. KREIDER** and acknowledged that he executed the same as the act of his principal for the purposes therein contained.

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

Mary E Welsh
Notary Public

My Commission Expires:

NOTARIAL SEAL
MARY E. WELSH, Notary Public
Lancaster City, Lancaster County, PA
My Commission Expires September 20, 1998

I hereby certify that the address of the above-named Grantees is: 1807 Holtwood Road, Holtwood, PA 17532

LANCASTER SETTLEMENT SERVICES CORPORATION

By: _____

I Certify This Document To Be ...

Recorder of Deeds

5823 0312

07/17/98 4:02PM 010W7787 PA TAX $52.
07/17/98 4:02PM 010W7787 LOCAL TX $26.
07/17/98 4:02PM 010W7787 LOCAL TX $26.