

**Law Office of
Gretchen M. Curran, LLC**

1337 Byerland Church Road

P.O. Box 465

Willow Street, PA 17584

Tel: (717) 945-7367

Fax: (814) 733-2157

Email: gcurranesq@aol.com

CONDITIONS OF SALE

Property known as: 1520 New Danville Pike, Lancaster, Pennsylvania 17603

The conditions of the present public sale are as follows:

1. The highest bidder shall be the purchaser upon the property being struck off to that bidder. Immediately thereafter such bidder must sign Purchaser's Acceptance, which is part of these conditions. Further, Purchaser shall immediately make a down payment in the amount of ten percent (10%) as security for the performance of this agreement, this payment shall be paid directly to seller. If any dispute arises among the bidders, such dispute shall be raised immediately; and the property shall immediately be put up for renewal of bidding. **THE RIGHT IS RESERVED TO REJECT ANY AND ALL BIDS.** The real estate being sold is more fully described in Exhibit "A" attached hereto.

2. Purchaser shall pay the balance of the purchase money on or before November 2, 2026. Upon said payment, Seller will convey to Purchaser, by deed prepared at Purchaser's expense, fee simple title to the premises, good and marketable, free and clear of all liens and encumbrances not noted on these conditions, but subject to any existing wall rights, easements, building or use restrictions, encroachments or cornices, trim, spouting on either side of boundary lines, encroachments of any kind within the rights-of-way of public streets or roads, rights of utilities, zoning or land subdivision or development regulations, other municipal ordinances, and present or future rights of public authorities with respect to public highways.

3. Seller represents (i) that there are no pending and unsettled eminent domain proceedings, no recent appropriations by the filing of the State Highway plans in the Recorder's Office, and no uncomplished orders from any governmental authority to do work or correct conditions, affecting this property of which Seller has knowledge; and (ii) 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 currently used or enforceable easement for any 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 which is not apparent upon reasonable physical inspection, except as noted in these Conditions.

4. Any survey desired by Purchaser or required by Purchaser's lender shall be at the sole expense of Purchaser, for whatever reason desired or needed.

5. Zoning for premises is Residential.
6. Possession shall be given to Purchaser at settlement.
7. All improvements, rights, liberties, privileges and the appurtenances thereto belonging are included in the sale and any articles permanently annexed to the property not specifically mentioned.
8. At Settlement, the property and all of its appurtenances and fixtures shall be in substantially the same condition as at present, except for (a) ordinary reasonable wear and tear, (b) damage of any kind for which full or partial recovery may be had under the Seller's or Purchaser's insurance, (c) damage which occurs after possession has been given to the Purchaser, or (d) any taking by eminent domain.
9. Formal tender of deed and purchase money are waived. Settlement shall be made at the office of Law Office of Gretchen M. Curran, LLC 1337 Byerland Church Road, Willow Street, Pennsylvania 17584.
10. Real estate taxes shall be apportioned to date of settlement or prior receipt of possession by Purchaser on a fiscal year basis.
11. Seller shall pay acknowledgments to the deed.
12. Purchaser shall pay 2% real estate transfer taxes, all closing costs, documentation preparations, fees and expenses of settlement.
13. This property has public septic and on site well water.
14. CONDITIONS OF PROPERTY DISCLOSURES: 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.

THE SELLER HAS NOT CONDUCTED ANY INVESTIGATION OR INSPECTION OF THE PREMISES IN ORDER TO ASCERTAIN THE PRESENCE OF ANY POTENTIAL PROBLEM OR DEFECT. By execution of the Purchaser's Agreement, the Purchaser acknowledges that he/she has had a full and complete opportunity to inspect the Premises, and that **the Premises is being sold unto Purchaser "AS IS."** 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 condition 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.

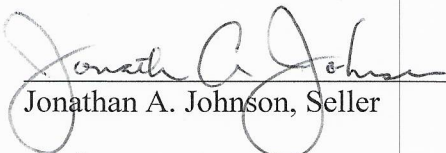
The Purchaser further acknowledges that neither the attorney for the Seller, nor the auctioneer, has made any specific representations regarding the condition of the Property, and that the Purchaser has not relied upon any representations or statements of the attorney for the Seller or the auctioneer. The Purchaser releases the attorney for the Seller and the auctioneer from claims, actions or causes of action arising from or due to any defect in the Property existing on the date of this sale.

15. Any "Disbursement" or similar fees purported to be charged by Purchaser's title company or attorney against Seller, for services which Seller has not specifically engaged, shall be paid by Purchaser.

16. Should Purchaser fail to comply with these Conditions, Seller shall, in addition to other remedies provided by law, have the option either (a) to retain Purchaser's down-payment as liquidated damages regardless of whether, or on what terms, the premises are resold or (b) to resell the premises at public or private sale, with or without notice to Purchaser, and to retain any advance in price or to hold Purchaser liable for any loss resulting from such sale, meanwhile holding the down payment as security for or toward payment of any such loss.

17. Offsite Bidding: Seller shall accept bids from prospective bidders via telephone and online on the following conditions to wit:

- (a) Online bidders must register on HiBid.com in advance of the auction.
- (b) Successful bidder (telephone or online) must contact Gretchen M. Curran, Esquire within 24 hours after conclusion of the auction to arrange a time to drop off the deposit check and fully execute Conditions of Sale and Seller's Disclosure at 1337 Byerland Church Road, Willow Street, Pennsylvania 17584;
- (c) Failure to contact Gretchen M. Curran, Esquire within 24 hours OR failure to appear at the duly arranged time to submit deposit check and fully execute 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; and
- (d) Prospective bidder accepts all terms herein.


Jonathan A. Johnson, Seller


Glenda H. Johnson, Seller

PURCHASER'S ACCEPTANCE

The undersigned Purchaser, having agreed to purchase the real estate mentioned in the foregoing Conditions subject to said Conditions, executes the Purchaser's Acceptance and agrees that it shall be binding upon Purchaser/s and the heirs, legal representatives, successors and assigns of Purchaser.

Should possession of the premises be acquired by Purchaser before payment of the purchase money, and should Purchaser fail to make payments when due; Purchaser authorizes the Prothonotary or any Court of Record to appear for Purchaser in any Court of Record and confess judgment in an amicable action of ejectment against Purchaser in favor of Seller or the latter's assigns for the possession of said premises and directs the issuing of a writ of possession with writ of execution for costs, waiving all irregularities, without notice, without asking leave of Court, waiving present or future exemption laws and waiving the right of appeal.

The sum Purchaser has agreed to pay is

EXECUTED THIS ____ DAY OF SEPTEMBER 2026.

WITNESS:

_____ (SEAL)

_____ (SEAL)

Purchaser(s)

Post Office Address of Purchaser: _____

Township of Borough of Purchaser: _____

Exhibit A

ALL THAT CERTAIN lot or parcel of land situate in the Township of Lancaster County of Lancaster and Commonwealth of Pennsylvania as follows:

TRACT No 1: Lot 1 as depicted on the Final Plan for Francis G. Martin, Jr. Subdivision -2 Lots, prepared N. M. Lake, Inc. and recorded in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania in Subdivision Plan Book J-105, Page 68, being Lancaster County Tax Account No. 3402829100000,

and

TRACT No. 2: Lot 2 as depicted on the Final Plan for Francis G. Martin, Jr. Subdivision -2 Lots, prepared N. M. Lake, Inc. and recorded in the Office of the Recorder of Deed in and for Lancaster County, Pennsylvania in Subdivision Plan Book J-105, Page 68, being Lancaster County Tax Account No. 340457400000.

Containing 3.2 acres more or less.

No. Rods	Delta	Tangent Arc	Bearing	Chord
1	1000.00'	74°52'50"	68.88'	137.55'
2	1000.00'	0°47'15"	6.87'	13.75'
3	960.00'	8°08'35"	63.33'	126.05'
4	960.00'	0°31'30"	4.40'	8.81'

CURVE DATA

On this, the 6th day of October, 1977,
I, the undersigned, being duly sworn, depose and say that he is the owner of the property shown on this plan, and that he is the owner of the same to be his and plan and desires the same to be recorded as such according to law.
Witness my hand and seal this day and date above written.
Shirley A. Lake
My Commission Expires Dec 31, 1978
Notary Public

NOTE

1. Permanent markers will be placed after grading.
2. Off street parking will be provided on each lot.

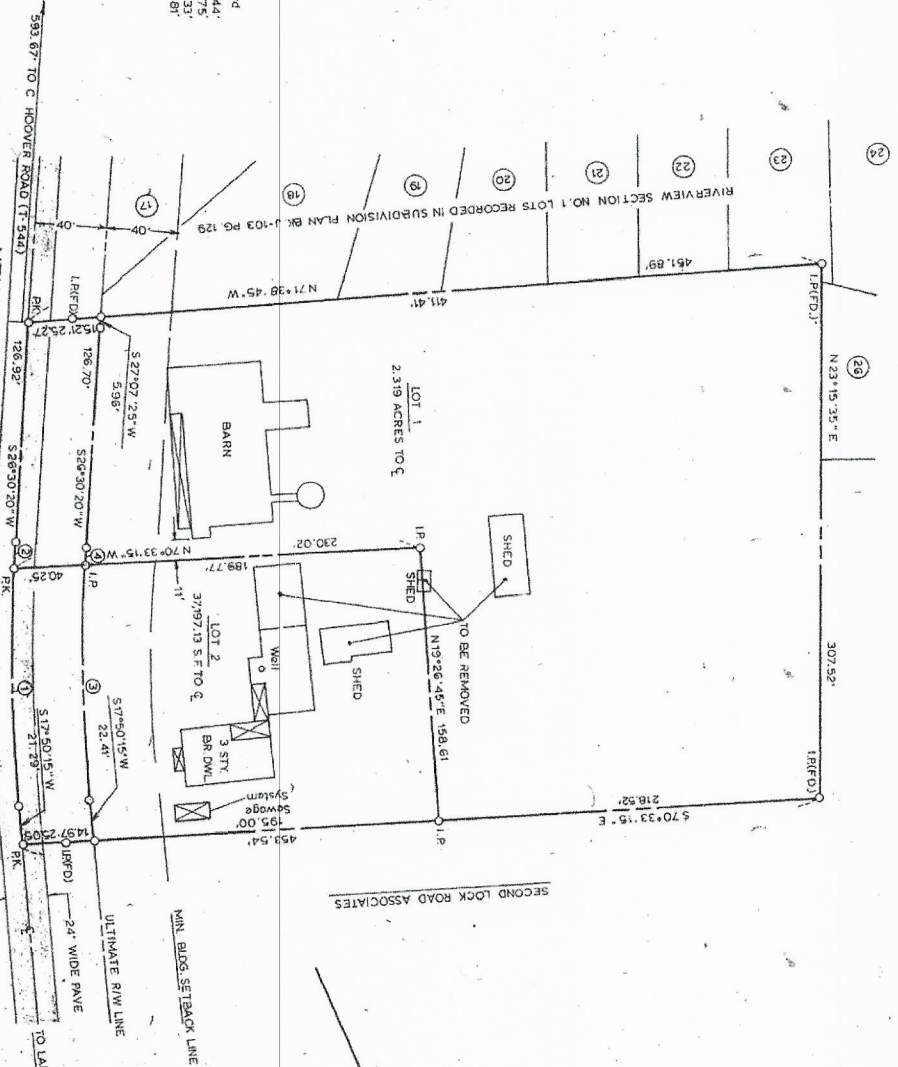
SITE DATA

Minimum lot area: 30,943.12 S.F.
Number of lots: 2
Number of rods: 2
Density: 0.630 lots/acre
Residential R-2
Minimum zoning lot size requirement is: 15,000 S.F.

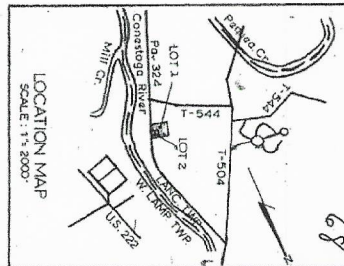
NEW DANVILLE PIKE

PA. TRF. RT. 324

#89639
December 29, 1977
J-105-68



SECOND LOCK ROAD ASSOCIATES



APPROVED BY THE PLANNING COMMISSION OF LANCASTER TWP.

THIS DAY OF October, 1977.

APPROVED BY THE SUPERVISORS OF LANCASTER TWP.
THIS DAY OF October, 1977.

APPROVED BY THE LANCASTER COUNTY PLANNING COMMISSION
THIS DAY OF December, 1977.

Source of Title
Recorded in Deed Book F Vol. 68
Page 63
Francis G. & Claudia H. Martin Jr.
Lancaster, Pa. 17603

Space for Recording Certificate

Recorded in the office for Recording of Deeds, etc., in and for Lancaster Co., Pennsylvania, in Subdivision Plan Book 5-105 Volume 68 Page 68
Witness my hand and seal of office this 29th day of December, 1977.
Notary Public



FINAL PLAN

FRANCIS G. MARTIN JR.
SUBDIVISION - 2 LOTS
LANCASTER TWP. LANCASTER CO., PA.

N.M. LAKE INC.
CIVIL ENGINEERS & LAND SURVEYORS
P.O. BOX 1072 LANCASTER, PA.

PROJECT NO.	0713
SCALE	1" = 50'
DRAWN BY	R. L. Y.
CHECKED BY	
DATE	SEPT 13, 1977
SHEET NO.	1