

CONDITIONS OF SALE

The Conditions of the present public sale, being held the 29th day of September, 2026, at 6 o'clock p.m., are as follows:

1. **SELLER**: This sale is held on behalf of Glenn D. Musselman, Administrator of the Estate of Diane Kay Musselman, a/k/a Diane K. Musselman, (hereinafter, collectively "Seller"), c/o Victor G. Myers, Esquire, Appel Yost LLP, 33 N. Duke Street, Lancaster, PA 17602, the present owner of the Property as hereinafter set forth.

2. **PROPERTY**: The Property to be sold is all that certain lot of land, with a residence thereon erected, with a mailing address of 622 W. Marion Street, Lancaster City, Lancaster County, Pennsylvania 17603, more fully described as Tax Assessment Account No: 335-35873-0-0000, comprised of a Deed dated August 25, 2006, and listed in the Lancaster County Recorder of Deeds Office as Document Id. No. 5550995, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A."
 - a. **INCLUSIONS**: Except as provided in b., below, included in the sale are all buildings, improvements, rights, privileges, and appurtenances; gas, electric, heating, plumbing, lighting, water, water softening and central air conditioning fixtures, and systems; cook stoves attached to gas or water systems, and built-in ovens; laundry tubs; radio and television aerials, masts and rotor equipment; storm doors and windows, screen doors and fitted window screens; roller and venetian blinds, curtain and drapery rods and hardware; radiator covers; and any articles permanently affixed to the Property.

 - b. **EXCLUSIONS**: The following items are expressly excluded from the sale and will be removed from the Property by Seller prior to settlement, the Property to be restored to reasonable condition by Seller prior to settlement: None.

3. **ZONING**: The parties acknowledge that no representation whatsoever is made concerning zoning of the Property or the uses of the Property that may be permitted under local ordinances, and that Purchaser has satisfied himself that the zoning of the Property 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 Disclosure Act of May 27, 1955, P.L. 258, §3, as amended and reenacted (21 P.S. §613).

4. **PURCHASE AND DOWN PAYMENT:** The highest bidder shall be the Purchaser upon the auctioneer announcing that the Property is sold. Thereafter, the Purchaser shall immediately sign and deliver to Seller the Purchaser's Agreement attached to these Conditions of Sale and pay down ten percent (10%) the purchase price to Seller, directly, or, at Seller's option, to Seller's attorneys, Appel Yost LLP, as security for performance of this Agreement. If any dispute arises among bidders, the Property shall immediately be put up for renewal of bidding.
5. **OFFSITE BIDDING:** Seller shall accept bids from prospective bidders via the telephone and online on the following terms and conditions to-wit:
 - (a) Online bidders must register on HiBid.com in advance of the auction.
 - (b) Successful bidder (telephone or online) must contact Attorney Victor G. Myers within 24 hours after conclusion of the auction to arrange a time to drop off deposit check and fully executed Conditions of Sale and Seller's Disclosure at Attorney office or determined location.
 - (c) Failure to contact Attorney Victor G. Myers within 24 hours OR appear at the duly arranged time to submit deposit 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.
 - (d) Prospective bidder accepts all terms herein.
6. **RESERVE/REJECTION OF BIDS:** The Seller reserves the right to reject any or all bids. Seller reserves the right to withdraw the Property from the sale and/or to adjourn the sale to a future date or dates.
7. **SALE NOT CONTINGENT ON FINANCING/SALE OF OTHER REAL ESTATE:** This sale of real estate shall NOT be contingent upon the Purchaser's ability to obtain financing for the purchase of the Property and shall NOT be contingent upon the sale of any other real estate owned by the Purchaser.
8. **SETTLEMENT; PAYMENT OF BALANCE OF PURCHASE PRICE:** The balance of the purchase money shall be paid at settlement, which shall be on or before **November 13, 2026**, (unless another time or place shall hereafter be agreed upon by the Seller and Purchaser), and which shall be held at the office of Appel Yost LLP, 33 North Duke Street, Lancaster, PA 17602, or at Purchaser's discretion, at the attorney or title insurance company selected by Purchaser, and who shall be paid by Purchaser the usual and customary fees for performing a title search and examination, conducting the closing for these premises, and issuing a title insurance policy for the Property.
9. **TITLE:** At settlement and upon payment of the balance of the purchase price to Seller, Seller shall convey to the Purchaser, by deed prepared at Purchaser's expense, title to said Property, free and clear of all liens and encumbrances not noted in these Conditions and the attached deed, but subject to any existing wall rights, easements, building or use restrictions, zoning or land subdivision regulations, encroachments of cornices, trim and spouting over property boundaries,

or encroachments of any kind within the legal width of public highways. Possession shall be given to Purchaser at settlement.

10. **CONDITION OF PREMISES AND FIXTURES**: 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.

11. **DELIVERY OF DEED**: Formal tender of deed and purchase money is waived.

12. **COSTS**: The costs related to this public sale and the settlement on the Property shall be as follows:

a. Purchaser shall provide, be responsible for, and shall pay all costs of and relating to settlement, including but not limited to:

- i. All required state and local realty transfer taxes.
- ii. Any survey, if desired or required by Purchaser, other than a survey required to provide Seller with an adequate legal description.
- iii. Any and all disbursement fees, escrow fees, service fees, or similar fees or costs, purported to be charged against Seller by any title company or attorney holding settlement for the Property, unless expressly contracted for in writing by the Seller.
- iv. The cost of any title search at regular rates, title insurance, certification of title, examination of title, and title company or settlement services.
- v. 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 purported to be billed against Purchaser or Seller, unless expressly contracted for in writing by Seller.

b. Seller shall provide or pay for:

- i. Water and sewer rent, if any, through the earlier of the settlement date, or the date of prior delivery of possession to Purchaser.
- ii. A 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 Property insurable at regular rates by a title insurance company of Seller's choice licensed to do business in the Commonwealth of Pennsylvania.

- c. Real estate taxes and any water and sewer rents upon the Property shall be apportioned on a fiscal basis to the earlier of the settlement date, or the date of prior delivery to Purchaser.

13. **INSURANCE**: Seller will continue in force the present fire insurance coverage until settlement. Purchaser is advised to insure his or her interest in the Property immediately until delivery of deed to the Purchaser, 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.
14. **EMINENT DOMAIN AND EASEMENTS**: The Seller represents that there are no pending and unsettled eminent domain proceedings, and no appropriations by the filing of State Highway plans in the Recorder's Office, affecting the Property, of which the Seller has knowledge; and that no part of the Property, except any part within utility reserve strips in developments or within legal limits of highways, is subject to any currently used or enforceable easement for any sewer, gas or water main, petroleum products pipeline, public storm sewer, or underground electric or telephone cable not apparent upon reasonable physical inspection, except as noted in these Conditions and the attached Deed.
15. **NO REPRESENTATIONS OR WARRANTIES BY SELLER; SELLER'S PROPERTY DISCLOSURE STATEMENT**: It shall be expressly understood between the parties hereto that the Property has been inspected by Purchaser or Purchaser's agent and that the same is being purchased as a result of such inspection and not as a result of any representations made by Seller or any selling or other agent of Seller, and that Purchaser is purchasing the Property "**AS IS, WHERE IS, AND WITH ALL FAULTS,**" without any obligation on the part of Seller and with no warranty as to structural or functional soundness of buildings, fixtures, sewage system, and/or water supply. Seller has no knowledge that the Property contains any hazardous or toxic substances which would require remediation, but has made no independent investigation to that effect. Therefore, Seller makes no representation or warranty to Purchaser, express or implied, that the Property is free from hazardous or toxic substances, material or wastes which are or become regulated by any federal, state, or local governmental authority or that the Property is in compliance with any federal, state, or local environmental laws or regulations.
16. **LEAD WARNING STATEMENT FOR PROPERTIES BUILT PRIOR TO 1978**: Every purchaser of 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.

The residence on the Property was built prior to 1978, and so lead-based paint may be present in the residence. Seller has no records or reports nor knowledge pertaining to lead-based paint and/or lead-based paint hazards in or about the residence. By signing the attached Purchaser's Agreement, Purchaser acknowledges receipt of the attached booklet Protect Your Family from Lead in Your Home and waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

17. **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 Property, 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 Property 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 Property, 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 Property.
18. **DEFAULT:** In case of non-compliance by the Purchaser with these conditions or Purchaser's failure to settle for any reason, the Seller, in addition to all other remedies provided by law, shall have the option either (a) to receive the Purchaser's down payment money from escrow as liquidated damages regardless of whether or not, or on what terms, the Property is resold, or (b) to resell the Property at public or private sale, with or without notice to the present Purchaser and to retain any advance in price, or hold the present Purchaser liable for any loss, resulting from such resale, meanwhile receiving from escrow the down payment money paid hereunder as security for or toward payment of any such loss. The said time for settlement and all other times or obligations of this agreement are hereby agreed to be of the essence of this agreement. If the Seller is unable to give title to the Property as required herein, the Purchaser's sole remedy shall be to (1) take such title as Seller can give, or (2) require Seller to return all payments, whereupon all further obligations of the parties under these Conditions shall terminate.
19. **PARTIES BOUND:** These Conditions of Sale and the Purchaser's Agreement made hereunder shall be binding upon the parties hereto and their respective heirs, successors, personal representatives and assigns. All references to the highest bidder, Buyer or Purchaser contained herein shall be deemed to refer to all Purchasers, jointly and severally, whether referred to in the singular or plural or masculine or female form.
20. **ENTIRE AGREEMENT:** This Agreement represents the entire Agreement between the parties, and any representations concerning the Property, 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.

SELLER:

DIANE KAY MUSSELMAN a/k/a
DIANE K. MUSSELMAN ESTATE

By 
Glenn D. Musselman, Administrator

Date: 8/28, 2026

Victor G. Myers, Esquire
Appel Yost, LLP
33 N. Duke Street
Lancaster, PA 17602
Phone: 717.394.0521
E-mail: vmyers@appelyost.com

PURCHASER'S AGREEMENT

The undersigned, as Purchaser, intending to be legally bound hereby, acknowledges that Purchaser has examined the Conditions of Sale attached hereto available for inspection prior to sale of the Premises, and agrees to be bound by the full terms thereof, further acknowledging that only a summary of the Conditions was read prior to commencement of bidding for the Premises.

Purchaser agrees to purchase the Property mentioned in the foregoing Conditions, subject to said conditions for the sum of

_____ Dollars
(\$ _____), and if Purchaser shall acquire possession of the premises before payment of the purchase money and 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, in favor of the Seller or the latter's assigns, for possession of said premises, and direct the issuing of a writ of possession, with clause or writ of execution for costs; hereby waiving all irregularities, notice, leave of court, present or future exemption laws, and right of appeal.

Witness my/our hand(s) and seal(s) this _____ day of _____, 2026.

WITNESS:

_____(SEAL)
PURCHASER
Printed name: _____

_____(SEAL)
PURCHASER
Printed name: _____

Address:

Phone: _____

Email: _____

RECEIPT

Received of purchaser on above date, as down payment on account of the above purchase price, the sum of _____ Dollars (\$_____).

SELLER:

DIANE KAY MUSSELMAN a/k/a
DIANE K. MUSSELMAN ESTATE

By _____
Glenn D. Musselman, Executor

Date: _____, 2026

Victor G. Myers, Esquire
Appel Yost, LLP
33 N. Duke Street
Lancaster, PA 17602
Phone: 717.394.0521
E-mail: vmyers@appelyost.com

EXHIBIT "A"

PREPARED BY:
Homesale Settlement Services
111 Centerville Road, Lancaster, PA 17603

This Document Recorded
08/29/2006 State RTT: 600.00 Doc Id: 5550995
11:04AM Local RTT: 600.00 Receipt #: 611716
Doc Code: 01 Lancaster County, Recorder of Deeds Office
Recorded Electronically by Simplifile Rec Fee: 40.00

RECORD AND RETURN TO:
Homesale Settlement Services
111 Centerville Road, Lancaster, PA 17603

 5550995
Page 1 of 4
08/29/2006 11:04AM

Account Number: 335-35873-0-0000

File No. 06-22571H

This Deed, Made the **25th** day of **August**, **2006**

Between

GARY F. SCHLECTIC and CAROLE M. KIRCHNER-SCHLECTIC, HUSBAND AND WIFE

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

DIANE K. MUSSELMAN, ADULT INDIVIDUAL,

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

Witnesseth That the said Grantors for and in consideration of the sum of **SIXTY THOUSAND DOLLARS 00/100 (\$60,000.00)** lawful money of the United States of America, untoher well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantee as Sole Owner, his/her personal representatives and assigns her heirs and assigns,

ALL THAT CERTAIN lot or tract of improved land having a one story frame garage and other improvements thereon erected being situated in the City of Lancaster, County of Lancaster, and Commonwealth of Pennsylvania, and more particularly known as Lot No. 2 on the Final Plan of Lots prepared for Hamilton Watch Workers Union by D. C. Gohn Associates, Inc. on April 6, 1975 and recorded in the Recorder of Deeds Office of Lancaster County, Pennsylvania on May 13, 1975 in Subdivision Plan Book J, Volume 92, Page 131 and all of the same being more fully bounded and described as follows, to wit:

BEGINNING at an iron pin on the south right of way line of West Marion Street, a corner of property now or late of Myrtle P. Mull said iron pin being located from the intersection of the north right of way line of West Orange Street with the northeast right of way line of Marietta Avenue by the following four courses: (1) North eighty-one degrees fifty-three minutes zero seconds East (N 81° 53' 00" E), a distance of eighteen and twenty-nine hundredths (18.29) feet to a PK nail, (2) North eight degrees thirty minutes zero seconds West (N 08° 30' 00" W), a distance of sixty-eight and nine hundredths (68.09) feet to a point, (3) North eight degrees twenty-five

minutes forty-eight seconds West (N 08° 25' 48" W), a distance of one hundred twenty-nine and thirty-three hundredths (129.33) feet to a point and (4) North eight degrees forty-one minutes six seconds West (N 08° 41' 06" W), a distance of forty-seven and fifty-eight hundredths (47.58) feet; thence leaving the south right of way line of West Marion Street and continuing along said property now or late of Myrle P. Mull, the following two courses: (1) South eight degrees forty-one minutes six seconds East (S 08° 41' 06" E), a distance of forty-seven and fifty-eight hundredths (47.58) feet to a point at the southeast corner of the one-story frame and block garage erected on the herein described premises and (2) South eight degrees twenty-five minutes forty-eight seconds East (S 08° 25' 48" E), a distance of forty-two and forty-two hundredths (42.42) feet to a PK nail set in the base of a twelve (12) inch diameter maple tree at the northeast corner of Lot No. 1 as shown on the above said recorded plan; thence continuing along the north property line of said Lot No. 1 on a course of South eighty-one degrees fifty-three minutes zero seconds West (S 81° 53' 00" W), a distance of twenty-three and twenty-eight hundredths (23.28) feet to an iron pin set in line of property now or late of Saint Luke's Evangelical Reformed Church; thence continuing along the same and along the west face of the one-story frame and block garage as aforesaid on a course of North eight degrees twenty-eight minutes zero seconds West (N 08° 28' 00" W), a distance of ninety and zero hundredths (90.00) feet to an iron pin on the aforesaid south right of way line of West Marion Street; thence continuing along the same on a course of North eighty-one degrees fifty-three minutes zero seconds East (N 81° 53' 00" E), a distance of twenty-three and twelve hundredths (23.12) feet to an iron pin the point and place of BEGINNING.

BEING THE SAME PREMISES which Gary F. Schlectic and Carole M. Schlectic-Kirchner, husband and wife by deed dated January 19, 1999 and recorded February 3, 1999 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania in Record Book 6085, Page 187, granted and conveyed unto Gary F. Schlectic and Carole M. Kirchner-Schlectic, husband and wife, their heirs and assigns.

Together with all and singular the buildings improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantors, as well at law as in equity, of, in and to the same.

To have and to hold the said lot or piece of ground described hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, her heirs and assigns, to and for the only proper use and behoof of the said Grantee, her heirs and assigns, forever.

And the said Grantors, their heirs, executors and administrators do covenant, promise and agree, to and with the said Grantee, her heirs and assigns, by these presents, that the said Grantors, their heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with appurtenances, unto the said Grantee, her heirs and assigns, against the said Grantors and their heirs, and against all and every person and persons whosoever lawfully claiming or to claim the same or any part thereof, by, from or under or any of them, shall and will

SPECIALLY WARRANT and forever **DEFEND**.

In Witness Whereof, the parties of the first part hereunto set their hand and seal. Dated the day and year first above written.

Sealed and Delivered
IN THE PRESENCE OF US:

 {SEAL}
GARY F. SCHLECTIC

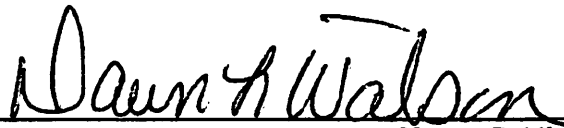
 {SEAL}
CAROLE M. KIRCHNER-SCHLECTIC

Commonwealth of Pennsylvania
County of Lancaster

ss:

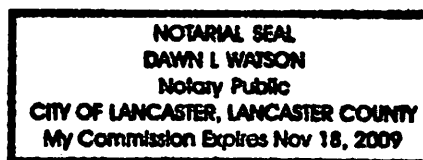
On this the 25th day of August, 2006, before me, a Notary Public, the undersigned Officer, personally appeared GARY F. SCHLECTIC and CAROLE M. KIRCHNER-SCHLECTIC, HUSBAND AND WIFE known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

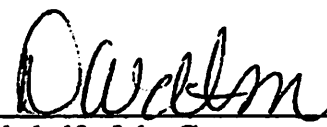
I hereunto set my hand and official seal.


Notary Public

My Commission Expires:

The address of the above-named Grantee
is: 622 WEST MARION STREET
LANCASTER PA 17603




On behalf of the Grantees