

CONDITIONS OF SALE

The Conditions of the present public sale, held this 16th day of September, 2026 are as follows:

1. **SELLER**. This sale is held on behalf of Claudia K. Ritter, Executrix of the Estate of Robert H. Ritter, hereinafter referred to as "Seller", (all references to Seller as contained herein being deemed to refer to all Sellers, jointly and severally, whether masculine or feminine, although referred to herein in the singular masculine form), the present owner of the Premises as hereinafter set forth.

2. **PREMISES**. The property to be sold, 964 Elm Avenue, Lancaster County, Pennsylvania, hereinafter referred to as the "Premises", is more particularly described on Exhibit "A" attached hereto.

3. **PURCHASE AND DOWN PAYMENT**. The auctioneer, John M. Hess Auction Service, Inc., shall take bids upon the Premises, and, in the event that the Premises is placed in the hands of the auctioneer for sale, the highest bidder on the Premises shall be the Purchaser thereof upon the property being struck off to him (all references to Purchaser as contained herein being deemed to refer to all Purchasers, jointly and severally, whether masculine or feminine, although referred to herein in the singular masculine form), and he shall immediately thereafter sign the Purchaser's Agreement on these Conditions of Sale and pay down ten percent (10%) of the winning bid as security for performance under the terms of this Agreement. Purchaser acknowledges that the down payment shall be paid to Seller, and shall not be held in escrow.

4. **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 Lindsay M. Schoeneberger 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 RKG Law, 101 North Pointe Blvd., Suite 202, Lancaster, PA 17602.

C. Failure to contact Attorney Lindsay Schoeneberger 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.

5. **BROKER PARTICIPATION**. If agent/real estate agent/broker registers the Purchaser for the sale, the Purchaser shall additionally pay to said broker, an agent premium equal to 1% of the purchase price. The Seller shall have no obligation to pay any such premium

to the Purchaser's agent, irrespective of the Seller's consent to participate and Purchaser shall be solely responsible for the payment of their agent/broker's commission.

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

7. **TITLE.** The balance of the purchase money shall be paid at settlement, as herein-after set forth, upon which payment the Seller shall convey to the Purchaser, by special warranty deed prepared at the Purchaser's expense, good and marketable fee simple title to the Premises, free and clear of liens and encumbrances except as noted in these conditions, but subject to existing wall rights, easements, building or use restrictions, zoning or land subdivision regulations, encroachments or cornices, trim and spouting over property boundaries, or encroachments of any kind within the legal width of public highways and subject to all easements, encumbrances, or encroachments which would be apparent upon reasonable physical inspection of the Premises.

8. **SETTLEMENT.** Settlement shall be held at such place as Purchaser may elect in Lancaster County, on or before October 31, 2026, which time shall be of the essence of this Agreement. Possession shall be given to Purchaser at settlement. Formal tender of deed and purchase money are waived.

9. **COSTS.**

- A. Acknowledgments to deed shall be paid by Seller.
- B. All required state and local realty transfer taxes shall be paid by Purchaser.
- C. Real estate taxes and Condo Association fees upon the Premises shall be apportioned to the date of settlement or prior delivery of possession on a fiscal year basis.
- D. Water and sewer rent, if any, shall be paid by Seller on date of settlement or prior delivery of possession.
- E. Legally adequate description and preparing, obtaining, and/or recording releases or other documents or surveys reasonably required in order to make Seller's title to the Premises insurable at regular rates by a title insurance company of Seller's choice licensed to do business in the Commonwealth of Pennsylvania, shall be provided and/or paid for by Seller.
- F. The cost of any title search at regular rates, title insurance, certification of title, examination of title, and title company services, shall be paid by the Purchaser. Preparation of other documents, including, but not limited to deed, mortgage, and bill of sale for personal property, if any, and all fees incurred at settlement, including attorney fees, tax certification fees, disbursement fees, recording fees, or settlement fees, whether purposed to

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

G. Initial capital contribution to the Condo Association.

10. **REJECTION OF BIDS.** Seller reserves the right to reject any and all bids. Seller reserves the right to withdraw the property from sale, and/or to adjourn the sale to a future date or dates.

11. **SURVEY.** Any survey, if desired or required by Purchaser, other than a survey required to provide Seller with an adequate legal description, shall be made at Purchaser's expense.

12. **EMINENT DOMAIN AND EASEMENTS.** The Seller represents that there are no pending and unsettled eminent domain proceedings and no appropriations by the filing of the State Highway plans in the Recorder's Office. Any proceeding for condemnation or by eminent domain instituted against the Premises after the date hereof shall in no way affect Purchaser's obligation to purchase the Premises; provided that Purchaser shall receive credit for any proceeds, consideration, damages, or sums paid by any condemning authority as a result of such action if the same is paid prior to settlement. Seller shall be under no obligation to defend against or appear in any such action, provided that Seller provides Purchaser with notice of the institution of such action no later than 15 days after Seller's receipt of notice thereof, and, in such event, Seller shall cooperate in Purchaser's defense of or appearance in such action, at Purchaser's expense.

13. **CONDITION OF PROPERTY AND FIXTURES.** At settlement, the property and all its appurtenances and fixtures shall be in substantially the same condition as at present, except for ordinary reasonable wear and tear, damage of any kind which full or partial recovery may be had under the Seller's or Purchaser's insurance, damage which occurs after possession has been given to the Purchaser, damages arising from any condition of the Premises on the date of the execution hereof, or any taking by eminent domain.

Notwithstanding the Seller's Disclosure Statement attached hereto, by execution of the Purchaser's Agreement, the Purchaser acknowledges that he has had a full and complete opportunity to inspect the Premises. *The Premises is being sold unto Purchaser "AS IS", with no representation, guarantee or warranty regarding the condition of the Premises or any improvement or structure erected on the Premises, including, but not limited to, its structural integrity, roof, appliances, electrical system, heating system, plumbing, water system, sewage disposal system, or any portion thereof.* The Lead-Based Paint Disclosure attached hereto notwithstanding, no representation is made or warranty given regarding the presence or absence of any hazardous or toxic substances, materials or wastes, or that the Premises is in compliance with any federal, state or local environmental laws or regulations. In the event any repair or improvement to or any inspection or testing of the Premises is desired by the Purchaser or by any lender proposing to provide Purchaser with financing for the purchase of the Premises, the costs of any such repair, improvement, inspection, or testing shall be payable solely by the Purchaser. Seller reserves the right to refuse to permit any such repair, improvement, inspection, or testing or to impose such conditions upon any permitted repair, improvement, inspection, or testing as

Seller deems appropriate, including, but not limited to, insurance coverage and indemnification and hold harmless agreements. The Purchaser's Agreement shall not be conditioned upon any such repair, improvement, inspection, or testing, or upon any specific results obtained from such inspection or testing.

14. **REAL ESTATE SELLER DISCLOSURE ACT.** The Purchaser acknowledges that the Real Estate Seller Disclosure Act, Act No. 84 of 1996 (68 P.S. §7103, et seq.) (hereinafter called the Act), requires that the seller of real estate provide certain disclosures regarding any property being offered for sale, on a form required by the Act. However, representatives of estates are exempt from the requirement of the Act when he or she did not reside in the Premises and are unaware of its condition. The Seller's Disclosure only includes disclosures that the Executrix is personally aware of in her capacity as Executrix. The Executrix is not required, nor does she make any other disclosures.

Notwithstanding the foregoing, attached hereto is a Seller's Disclosure Statement. The Purchaser, by the execution of the Purchaser's Agreement attached to these Conditions of Sale, acknowledges that he has a full and complete opportunity to review the Disclosure Statement attached hereto, and acknowledges receipt thereof. The Purchaser hereby waives any further compliance with the Act by the Seller. The Purchaser hereby releases, remises and quitclaims unto Seller any and all claims, actions or causes of action under the Act. Seller has not conducted or had conducted any inspection or examination of the Premises, or any fixtures or equipment included with the Premises, prior to the date of this sale. The Disclosure Statement shall not constitute a guaranty or warranty of the condition of the Premises, or any fixtures or equipment included with the Premises. The Disclosure Statement shall not amend or supersede the provisions of Paragraph 11 of these Conditions of Sale.

The Purchaser further acknowledges that the auctioneer has not made any specific representations regarding the Premises, and that the Purchaser has not relied upon any representations or statements of the auctioneer. The Purchaser releases the auctioneer from any claims, actions or causes of action arising from or due to any defect in the Premises existing on the date of this sale.

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

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

16. **ZONING.** The parties acknowledge that no representation whatsoever is made concerning zoning of the Premises, or the uses of the Premises that may be permitted under local ordinances, and that Purchaser has satisfied himself that the zoning of the Premises is satisfactory for his contemplated use thereof. The Purchaser hereby waives any applicable requirement for Seller to provide a certification of zoning classification prior to settlement pursuant to Act of July 27, 1955, P.L. 288, §3, as amended and reenacted (21 P.S. §613).

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

18. **DISBURSEMENT FEE.** Any disbursement or similar fees purported to be charged against Seller by any title company or attorney holding settlement for the Premises for services which Seller has not specifically engaged in writing shall be paid by Purchaser.

19. **INCLUSIONS WITH PREMISES.** Included in this sale are all buildings, improvements, rights, privileges, and appurtenances to the Premises, including, but not limited to:

- A. Refrigerator
- B. Stove
- C. Washer
- D. Dryer

20. **EXCLUSIONS FROM PREMISES.** The following items are expressly excluded from the sale and will be removed from the Premises by Seller prior to settlement, the Premises to be restored to reasonable condition by Seller prior to settlement:

- A. None

21. **FIRE INSURANCE.** Seller will continue in force the present insurance coverage upon the Premises until delivery of deed or possession to the Purchaser, whichever event shall first occur, and, in case of loss, will credit on account of the purchase price at settlement any insurance collected or collectible either by Seller or any mortgagee or other loss payee therefor. The Purchaser should inquire after the property is struck off concerning the amount of such insurance.

22. **RADON DISCLOSURE.** Radon is a radioactive gas produced naturally in the ground by the normal decay of uranium and radium. Uranium and radium are widely distributed in trace amounts in the earth's crust. Descendants of Radon gas are called Radon daughters, or Radon progeny. Several Radon daughters emit alpha radiation, which has high energy but short range. Studies indicate the result of extended exposure to high levels of Radon gas/Radon daughters is an increased risk of lung cancer. Radon gas originates in soil and rocks. It diffuses, as does any gas, and flows along the path of least resistance to the surface of the ground, and then to the atmosphere. Being a gas, Radon can also move into any air space, such as basements, crawl spaces and permeate throughout the home. If a house has a Radon problem, it can usually be cured by increased ventilation and/or preventing Radon entry. The Environmental Protection

Agency advises corrective action if the annual average exposure to Radon daughters exceeds 0.02 working levels. Further information can be secured from the Department of Environmental Resources Radon Project Office, 1100 Grosser Road, Gilbertsville, Pennsylvania, 19525; Call 1-800-23RADON or (215) 369-3590. Purchaser acknowledges that Purchaser has the right to have the buildings inspected to determine if Radon gas and/or daughters are present. Purchaser waives this right and agrees to accept the property AS IS, with no certification from Seller. Purchaser releases, quit-claims, and forever discharges Seller, their heirs and assigns, from any and all claims, losses, or demands, including personal injuries, and all of the consequences thereof, whether now known or not, which may arise from the presence of Radon in any building on the Premises. Seller has no knowledge concerning the presence or absence of Radon.

23. **PURCHASERS' DEFAULT.** In case of noncompliance by the Purchaser with any term of these Conditions, the Seller shall have the option, in addition to all other remedies provided by law, to exercise any one or more of the following remedies:

- A. To retain the Purchaser's down money as liquidated damages, regardless of whether or not, or on what terms, the property is resold; and/or
- B. To resell the Premises at public or private sale, with or without notice to the present Purchaser, and to retain any advance in price, or hold the present Purchaser liable for any loss resulting from such resale, meanwhile holding the down money paid hereunder as security for payment of such loss.

24. **SUMMARY OF CONDITIONS.** The Purchaser acknowledges that these Conditions of Sale were available for inspection by the Purchaser prior to the commencement of bidding and sale of the Premises, that the Purchaser had an opportunity to review the full Conditions of Sale, and that the Purchaser understands the contents thereof and all terms and conditions under which the Premises is being sold, agreeing to be bound by the full terms and conditions as set forth therein. The Purchaser acknowledges that only a summary of the Conditions of Sale was read prior to commencement of bidding on the Premises, and that the Purchaser is not relying upon the public reading of the Conditions of Sale as a complete statement of the terms and conditions for sale of the Premises.

25. **PARTIES BOUND.** These conditions and the Agreement made hereunder shall be binding upon the parties hereto and their respective heirs, successors, executors, and assigns.

26. **INTENT.** This Agreement represents the whole Agreement between the parties, and any representations concerning the Premises, or otherwise, made prior to the execution of the Purchaser's Agreement, are hereby superseded by this Agreement. No modification of these Conditions of Sale shall be valid unless made in writing, executed with the same degree of formality as these Conditions of Sale and the Purchaser's Agreement attached hereto.

IN WITNESS WHEREOF, the Seller has executed these Conditions the day and year first above written.



(SEAL)

Claudia K. Ritter, Executrix
The Estate of Robert H. Ritter
c/o Lindsay M. Schoeneberger
101 North Pointe Blvd, Suite 202
Lancaster, PA 17601
717-293-9293

PURCHASER'S AGREEMENT & RECEIPT

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.

The Purchaser agrees to purchase the Premises described in the foregoing Conditions of Sale under the terms and conditions as therein set forth, for the sum of _____ (\$ _____) Dollars.

In the event that Purchaser fails to make settlement as required in the foregoing Conditions of Sale, Purchaser hereby irrevocably authorizes any attorney of any court to appear for Purchaser, or any of them, and to confess judgment against Purchaser, jointly or severally, for all sums due hereunder, including any loss resulting from resale of the Premises by Seller, whether by private or public sale, with or without notice to Purchaser, upon filing of an Affidavit of Default under the terms hereof, together with interest at the rate of Ten (10%) Percent per annum, and together with a collection fee equal to Ten (10%) Percent of the amount then due, but in no event less than Two Hundred Fifty (\$250.00) Dollars, all costs of suit, release of heirs, and waiver of appeals, and without stay of execution. This warranty shall include a waiver of all appraisal, stay, and exemption laws of any state, now in force or hereafter enacted. This Power of Attorney shall not be affected by the disability of the principal or principals.

IN WITNESS WHEREOF, the Purchasers have executed this Agreement on _____ day of _____, 2026, intending to be legally bound hereby.

Purchaser Name (print)

Purchaser Name (print)

Purchaser Signature

Purchaser Signature

Purchaser Address

Purchaser Phone Number

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

By: _____
Lindsay M. Schoeneberger,
Attorney for Seller
Russell, Krafft & Gruber, LLP
101 North Pointe Blvd, Suite 202
Lancaster, Pa 17601
717-293-9293

EXHIBIT “A”

SEE COPY OF DEED ATTACHED HERETO AND MADE A PART HEREOF AS
FOLLOWS:

Parcel I.D. No./ PIN: 340-96914-1-0008

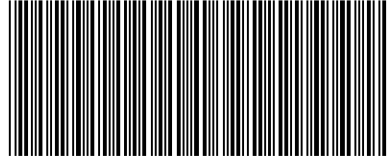
Lancaster County

Bonnie L. Bowman
Recorder of Deeds
150 N. Queen Street
Suite 315
Lancaster, PA 17603
Phone: 717-299-8238
Fax: 717-299-8393



INSTRUMENT # : 5902963

RECORDED DATE: 12/22/2010 10:57:27 AM



2892266-0011U

LANCASTER COUNTY ROD**OFFICIAL RECORDING COVER PAGE**

Page 1 of 5

Document Type: DEED**Transaction Reference:** Simplifile : 8239641C-ABC7-940B-0B9E-1509A75530FA**Document Reference:****Transaction #:**

2868041 - 1 Doc(s)

Document Page Count:

4

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RETURN TO: ()

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Cover Pages are returned via email to the email address(es)
identified above.

Abstract Associates Of Lancaster, Inc
1903 Lititz Pike
Lancaster, PA 17601
(717) 581-5841

SUBMITTED BY: ()

Abstract Associates Of Lancaster, Inc
1903 Lititz Pike
Lancaster, PA 17601

GRANTOR(S)/MORTGAGOR(S):

TOD W SHERMAN
TRACY L SHERMAN

GRANTEE(S)/MORTGAGEE(S):

ROBERT H RITTER
DOROTHY H RITTER

*** PROPERTY DATA:**

Parcel ID #: 340-9691410008

Municipality: LANCASTER TOWNSHIP (100%)

School District: LANCASTER SD

*** ASSOCIATED DOCUMENT(S):****FEES / TAXES:**

RECORDING FEE: DEED	\$13.00
CRC #6544	\$2.00
RIF #6543	\$3.00
WRIT TAX	\$0.50
AFF HSG #6557	\$11.50
PA SURCHARGE #6548	\$23.50
STATE RTT	\$1,799.00
LANCASTER TOWNSHIP	\$899.50
LANCASTER SD	\$899.50
Total:	\$3,651.50

INSTRUMENT # : 5902963

RECORDED DATE: 12/22/2010 10:57:27 AM

I hereby CERTIFY that this document is
recorded in the Recorder of Deeds Office in
Lancaster County, Pennsylvania.



Bonnie L. Bowman
Recorder of Deeds

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always controls.

*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.

PLEASE DO NOT PUBLISH

Prepared By:
ABSTRACT ASSOCIATES OF LANCASTER, INC.

Return To:
ABSTRACT ASSOCIATES OF
LANCASTER, INC.
1903 LITITZ PIKE,
LANCASTER, PA 17601

UPI# 340-96914-1-0008

AAL37928

THIS DEED, made this 21st day of December
in the year two thousand and ten (2010)

BETWEEN **TOD W. SHERMAN AND TRACY L. SHERMAN,**
HUSBAND AND WIFE, of the County of Lancaster and
Commonwealth of Pennsylvania, Party of the First Part,

(hereinafter called the Grantor/s)

and **ROBERT H. RITTER AND DOROTHY H. RITTER,**
HUSBAND AND WIFE, of the County of Lancaster and
Commonwealth of Pennsylvania, Party of the Second Part,

(hereinafter called the Grantee/s)

WITNESSETH, that in consideration of the sum of: **One Hundred Seventy Nine Thousand**
Nine Hundred and 00/100
Dollars----- (\$179,900.00)

In hand paid, receipt whereof is hereby acknowledged, said Grantor (s) do/does hereby grant and convey
to said Grantee (s), his/her/their heirs and assigns as **tenants by their entireties**

ALL THAT CERTAIN Unit #8 in Elm Avenue Condominium, a Condominium located on Elm Avenue, Lancaster Township, Lancaster County, Pennsylvania, the Land Development Plan for which was recorded in the Recorder of Deeds Office in and for Lancaster County at Instrument Number 5486534 on December 23, 2005, as amended from time to time, and for which Condominium a Declaration of condominium was recorded on December 23, 2005, in the Recorder of Deeds Office in and for Lancaster County at Instrument Number 5486535 and as amended in Document #5550691, Document #557123, and 2nd Amendment in Document #5621602; and all additional amendments thereto..

TOGETHER with an undivided interest in and to the common Elements as more fully set forth in the aforesaid Declaration of Condominium and Declaration Plan.

BEING PART OF THE SAME PREMISES WHICH Soren West and Karen West, by deed dated September 27, 2004 and recorded October 18, 2004 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania in Document #5367317 granted and conveyed unto Tod W. Sherman and Tracy L. Sherman, as tenants by the entireties.

Account Number: 340-96914-1-0008

Being known as 964 Elm Avenue

Under and Subject to all agreements, easements, conditions and restrictions of record and to the provisions, easements and covenants as contained in the Declaration of Condominium, Code Regulations and Declaration Plan, and amendments thereto. Together with all and singular the right to use Streets, Alleys, Passages, Ways, Waters, Watercourses, Rights, Liberties, Privileges, Hereditaments and Appurtenances whatsoever thereunto belonging or in anywise appertaining, and Rents, Profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, in law, equity, or otherwise howsoever, of, in and to the same Unit and every part thereof.

To have and to hold the said Unit and rights herein granted, or mentioned and intended so to be, with Appurtenances thereto unto said Grantee, Grantee's

heirs and assigns, to and for the only proper use and behoof of said Grantee, Grantee's heirs and assigns forever, under and subject as aforesaid.

The Grantee, for and on behalf of Grantee, and Grantee's heirs, personal representatives, successors and assigns, by the acceptance of this Deed, covenants and agrees to be bound by all covenants set forth in the aforementioned Declaration of condominium as amended from time to time and to pay such charges for the maintenance of, repairs to, replacement of and expenses in connection with the Common Elements as may be assessed from time to time by the Council in accordance with the Uniform Condominium Act of Pennsylvania, and these covenants shall run with and bind the land or Unit hereby conveyed and subsequent owners thereof.

The Grantor (s) covenant (s) that he/she/they will warrant specially the property hereby conveyed.

IN WITNESS WHEREOF the Grantor (s) has/have executed this deed the day and year above written.

Witness present:

[Handwritten signature]

TOD W. SHERMAN

(seal)

Grace J. Newman

(seal)

TRACY L. SHEERMAN

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF LANCASTER } SS:

On this 21st day of December, 2010, before me, a Notary Public, the undersigned officer, personally appeared

TOD W. SHERMAN and TRACY L. SHERMAN

Known to me (or satisfactorily proven) to be the person (s) described in, and whose name (s) is/are subscribed to the within instrument, and acknowledged that he/she they executed the same for the purpose therein contained.

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

My Commission Expires:

Commission Expires:
COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
William B. Stull, Notary Public
Manheim Township, Lancaster County
My Commission Expires November 18, 2011

Notary Public

I certify that the precise residence of the within grantee (s) is: 964 Elm Ave

Leicester, PA 17603

On behalf of the grantee