

ESTATE OF CORI RAE WITMER

CONDITIONS OF SALE

1. The real estate to be sold is described in "EXHIBIT A" attached hereto and made a part hereof.
2. The highest bidder shall be the Purchaser upon the property being struck off to him, and he shall immediately thereafter sign the Purchaser's Agreement on these Conditions of Sale, and pay a 10% down payment money or furnish sureties satisfactory to the Seller as security for the performance of this agreement.
3. Seller may accept bids from prospective bidders via the telephone and online on the following terms and conditions to-wit:
 - a. Online bidders must register in advance of the auction.
 - b. Successful bidder (telephone or online) must contact May Herr & Grosh LLP 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 49 N. Duke Street, Lancaster, PA 17602.
 - c. Failure to contact May Herr & Grosh LLP 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.
4. If any dispute arises among the bidders, the property shall immediately be put up for a renewal of bidding.
5. The balance of purchase money shall be paid on or before November 16th, 2026 upon which payment, the Seller will convey to the Purchaser by fiduciary warranty deed prepared at the Purchaser's expense, title to said property, in fee simple with a good and marketable title, free and clear of all liens, encumbrances, charges against the same, but under and subject to existing zoning and land subdivision ordinances and other governmental regulations, building or use restrictions, encroachments on public highways, easements within utility reserve strips in developments or within legal limits of highways, or for utility service to these premises, and other easements of record or which reasonable physical examination would disclose, and the rights of public authorities with respect to public highways.
6. Settlement shall be made at a title agent of buyer's choosing on or before November 16th 2026.
7. Formal tender of the Deed and purchase money are waived.
8. Acknowledgments to the Deed shall be paid by the Seller and all required Pennsylvania Realty Transfer Stamps and any Local Stamps shall be paid by Purchaser. Real Estate Taxes shall be prorated between Seller and Purchaser on a fiscal year basis. Water and Sewer rent, if any, shall be paid by Seller to date of settlement.
9. All buildings, improvements, rights, liberties and privileges, with the appurtenances, all gas, electric, heating, plumbing and water plants, fixtures and systems, ranges and laundry tubs, and any other articles permanently annexed to the property, are included in the sale.

10. Possession shall be given to the Purchaser at the time of settlement.
11. The Seller agrees to continue in force the present fire insurance in the existing amount until delivery of the Deed or possession to the Purchaser, whichever shall first happen, and in the event of a fire, to credit on account of the purchase price any insurance collected for the loss.
12. If the Purchaser requests or desires a survey of the premises, it shall be made at the expense of the Purchaser.
13. In case of non-compliance by the Purchaser with these Conditions of Sale, the Seller may, with or without notice to the Purchaser or his sureties, retain Purchaser's downpayment as damages for the non-performance of this Agreement. In addition, Seller may resell the premises either at public or private sale; any loss on such resale to be made good by the Purchaser at the present sale and his sureties, and any advance to be for the benefit of the Seller.
14. Seller has not had the premises, or the interior of any improvements situated on the premises, tested for the presence of radon gas, asbestos, or lead based paint, and as a result makes no representations as to the presence or absence of such gas or material in acceptable or unacceptable levels or quantities. This sale is not conditioned in any way upon satisfactory tests having been made prior to settlement.
15. No representations are being made by Seller as to the condition of the improvements situated on the premises and this sale is not contingent upon any desire of Purchaser, or requirement of Purchaser's mortgagee that there be satisfactory plumbing, heating, roofing or termite inspections made prior to settlement. If any corrections are determined to be advisable, or required by any lender, such corrections shall be made at the expense of Purchaser. The premises are being sold "as is".
16. The real estate is served by public water and sewer.
17. The provisions of these conditions of sale shall survive settlement and the recording of the deed.

ESTATE OF CORI RAE WITMER

Darbi Ann Witmer, Executor
SELLER

MAY, HERR & GROSH, LLP
49 NORTH DUKE STREET
LANCASTER, PA 17602
(717) 397-5500

PURCHASER'S ADDRESS: _____

TELEPHONE: _____ (HOME) _____ (WORK)

PURCHASER'S ATTORNEY OR TITLE COMPANY _____

PURCHASER'S AND SURETIES' AGREEMENT

I/We, _____ agree to have purchased the real estate mentioned in the foregoing Conditions of Sale, 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 the Prothonotary or any attorney-at-law to appear for me/us in any Court of record and confess judgment in an amicable action of 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 Habere Facias Possessionem, with the clause of Fieri Facias for costs; hereby waiving all irregularities, notice, leave of court, present or future exemption laws, and right of appeal.

I/We, _____ intending to be legally bound, hereby become surety for the payment of the above purchase money and compliance with the foregoing Conditions of Sale by the abovenamed Purchaser.

IN WITNESS WHEREOF, I/We have hereunto set my/or hand/s and seal/s this _____ day of _____, A.D. 2026.

WITNESSES:

PURCHASER

PURCHASER

RECEIPT

Received of the abovenamed Purchaser on the date hereinabove set forth, the sum of

_____ Dollars

(\$_____) on account of the above purchase price.

MAY, HERR & GROSH, LLP
ATTORNEY FOR SELLER

EXHIBIT "A"

ALL THAT CERTAIN tract of land with the improvements thereon erected, situate on the West side of North Custer Avenue, known as 110 North Custer Avenue, in the Borough of New Holland, County of Lancaster and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the middle of North Custer Avenue; thence leaving said Avenue by land now or late of Lewis M. Storb's heirs, South seventy (70) degrees West one hundred fifty (150) feet to an iron pin; thence by land of same, North twenty (20) degrees West fifty (50) feet to an iron pin at a corner of land now or late of John P. Seifred, et. ux; thence by the same North seventy (70) degrees East one hundred fifty (150) feet to a point in the middle of North Custer Avenue; thence in and along the middle of said street, South twenty (20) degrees East fifty (50) feet to the place of beginning.

UNDER AND SUBJECT TO public and private rights in and to that portion of the premises lying in the bed of North Custer Avenue.

ALSO SUBJECT TO easement of party wall with premises on the northwest.

ALSO SUBJECT TO restrictions as set forth in Record Book C, Volume 40, Page 403.

BEING THE SAME PREMISES which James E. Mousley and Judith E. Mousley, husband and wife, by deed dated March 17th, 1994 and recorded in the Record of Deeds Office in and for Lancaster County, Commonwealth of Pennsylvania in Record Book 4275, Page 563, granted and conveyed unto Cori Rae Witmer, an individual, her heirs and assigns.

AND THE SAID Cori Rae Witmer passed away on June 12th, 2026 with Letters Testamentary granted to Darbi Ann Witmer on June 18th, 2026 docket number 36-2026-01495.