

CONDITIONS OF SALE

The conditions of the present public sale are as follows:

1. The highest bidder shall be the Buyer upon the property being struck off to that bidder. Immediately thereafter such bidder must sign Buyer's Acceptance which is part of these conditions. Further, Buyer shall immediately pay down **TEN (10%) PERCENT** of the purchase money as security for the performance of this Agreement. 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.

2. 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 Goodman & Kenneff (717) 872-4605 within 48 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 the Attorney's office, 460 North George Street, Millersville, PA 17551;

(c) Failure to contact Goodman & Kenneff within 48 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.

3. Buyer shall pay the balance of the purchase money on or before **DECEMBER 4, 2026**. Upon said payment, Seller will convey to Buyer, by Deed prepared at Buyer'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 easements, building or use restrictions, encroachments of any kind within the rights of way of public streets or roads, zoning regulations, other municipal ordinances, and present or future rights of public authorities with respect to public highways. Buyer assumes risk of ordinary wear and tear, of any item covered by Seller's or Buyer's insurance, or of anything which occurs after Purchaser has been given the right of possession.

4. Should Buyer fail to comply with these conditions, Seller shall, in addition to other remedies provided by law, have the option either (a) to retain Buyer'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 the present buyer liable for any loss resulting from such sale, meanwhile holding the down payment as security for or toward payment of any such loss.

5. All buildings, improvements, rights, liberties, privileges and the appurtenances thereto belonging are included in the sale as well as gas, electric, heating, plumbing and water plants, fixtures and

systems; laundry tub; storm and fitted screen doors and windows; roller and venetian blinds; radio and television aerials; and any articles permanently annexed to the property not specifically mentioned. No personal property being sold at this sale is included with the real estate.

6. Seller agrees to continue in force the present fire insurance until delivery of Deed or possession to Buyer, whichever shall first happen; and any money collected or to be collected on account of loss or damage occurring after this date and before delivery of Deed or possession shall be credited upon the purchase money. If the amount of insurance is not satisfactory to Buyer, Buyer may increase the amount at Buyer's own expense, insuring Buyer's interest therein.

7. Possession shall be given to Buyer on date of settlement.

8. Formal tender of Deed and purchase money are waived.

9. Real estate taxes shall be prorated on a fiscal year basis.

10. All Real Estate Transfer Taxes shall be paid by Buyer.

11. The property is being sold **"AS IS"**. The clause shall survive the deed and settlement.

12. Lead-Based Disclosure and Waiver of "Risk Assessment". This notice and waiver is provided under the requirements of regulations of the United States Environmental Protection Agency, 24 C.F.R. Part 35, and 40 C.F.R. Part 745.

(a) Every buyer of any interest in real estate on which a dwelling was built prior to 1978 is notified that the Property may present exposure to lead from lead-based paint which could 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.

(b) 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 to notify the buyer of any known lead-based paint hazards. The Seller has no knowledge of lead-based paint or lead-based paint hazards. The Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards for this Property.

(c) Since prospective Buyer have had an opportunity to contact the Seller and make their own inspection and risk assessment prior to this auction, the Buyer of this Property waives any rights set forth in the "Residential Lead-Based Paint Hazard Reduction Act of 1992" and any regulations concerning that Act including the right to require a risk assessment after this auction, to rescind this Agreement, or to be provided with a pamphlet about the dangers of lead poisoning. By signing these Conditions of Sale, the Buyer will also release the Seller from all liability of the Seller set forth in this Act and regulations, including treble damages, attorney fees, and any civil or criminal penalties. The Buyer agrees to accept the property "as is" regarding lead-based paint and any lead-based paint hazards.

(d) 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.

13. There is no currently existing community sewage system available for the subject property. 35 P.S. Section 750.7 of the Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter, repair, or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a permit. Buyer is advised by this notice that, before signing these Conditions of Sale, Buyer should contact the local agency charged with administering the Act to determine the procedure and requirements for obtaining a permit for installing, repairing, etc. an individual sewage system, if one has not already been obtained. The local agency in charge with administering the Act will be the municipality where the property is located or that municipality working cooperatively with others.

14. The property to be sold is located at 3948 Main Street, Conestoga, PA 17516 is described as follows:

ALL THAT CERTAIN lot or piece of land situate on the South side of Pennsylvania Legislative Route #36026, known as Main Street, leading from Conestoga to Safe Harbor, in the Township of Conestoga, County of Lancaster and Commonwealth of Pennsylvania, and having thereon erected a two-story frame dwelling and frame barn more fully bounded and described according to a survey of William B. Feller, Registered Surveyor, dated May 23, 1969, as follows, to wit:

BEGINNING at a point in the middle of Main Street at the Northwest corner of other land now or late of Samuel W. Main and Bertha L. Main, husband and wife; thence by said land, South zero (0) degrees fifty (50) minutes West, a distance of five hundred twenty-four and fifty-seven hundredths (524.57) feet to an iron pipe; thence by lands now or late of Norman Good, South eight-five (85) degrees four (04) minutes West, a distance of one hundred sixty-nine and twenty-two hundredths (169.22) feet to a stone; thence by land now or late of R. Harnish, North-two (22) degrees twenty (20) minutes East, a distance of five hundred sixteen and eleven hundredths (516.11) feet to a point in the middle of Main Street; thence in and along the center line of said Main Street, North eight-one (81) degrees twenty (20) minutes East, a distance of one hundred fifty-seven and forty-six hundredths (157.46) feet to the Place of **BEGINNING**.

BEING THE SAME PREMISES WHICH Samuel W. Main and Bertha L. Main, husband and wife, by their Deed dated July 31, 1970 and recorded July 31, 1970 in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania in Deed Book E, Volume 60, Page 457 granted and conveyed unto J. Larry Everhart and Jane A. Everhart, husband and wife, their heirs and assigns, as tenants by the entirety.

AND THE SAID Jane A. Everhart passed away on May 2, 2023 thereby vesting title solely into

J. Larry Everhart.

AND THE SAID J. Larry Everhart a/k/a John Larry Everhart died testate on July 27, 2026, leaving a Last Will and Testament dated March 13, 2026, duly probated , and remaining of record in the Register of Wills Office of Lancaster County, Pennsylvania, to File No. 3626-02027, wherein he appointed Michael S. Everhart, Executor, to whom Letters Testamentary were granted.

SELLER:

**J. LARRY EVERHART A/K/A
JOHN LARRY EVERHART**

BY: _____
MICHAEL S. EVERHART, EXECUTOR

BUYER'S ACCEPTANCE

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

Should possession of the premises be acquired by Buyer before payment of the purchase money, and should Buyer fail to make payment when due; Buyer authorizes the Prothonotary or any Court of Record to appear for Buyer in any Court of Record and confess judgment in an amicable action of ejectment against Buyer 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 purchase price Buyer has agreed to pay is _____
Dollars (\$_____).

EXECUTED this _____ day of _____, 2026.

WITNESS:

Address of Buyer: _____

Telephone No. _____

RECEIPT

Received of above Buyer/s, on the date above mentioned on account of the purchase price

Dollars (\$_____).

BY: _____

BY: _____