CONDITIONS OF SALE

THE CONDITIONS of the present public sale for property being offered for sale by CHERISE R. HARPER AND DANIELLE E. MALIK, Co-Executrices of the ESTATE OF DAVID L. FARMER, held this 7th day of November, 2026, are as follows:

1. The property to be sold is ALL THAT CERTAIN lot or piece of land being known as 112 Hillsdale Rd., Elizabethtown (Conoy Township) PA 17022, bearing Parcel No. 130-83285-0-0000 as per attached legal description.

2. The highest bidder shall be the Purchaser (both Seller and Purchaser, whether one or more, are designated throughout these Conditions of Sale in singular masculine form) 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 down ten (10%) percent of the Purchase Money in form satisfactory to Seller as security for performance of this Agreement. If any dispute arises among bidders, the property shall immediately be put up for renewal of bidding.

3. 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, and be approved to bid by Hess Auction Group.

b. Successful bidder (telephone or online) must contact Kevin D. Dolan, 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 the Office of Nikolaus & Hohenadel, LLP or an agreed upon location.

c. Failure to contact Kevin D. Dolan 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. The balance of Purchase Money shall be paid at settlement to be held at the office of Nikolaus & Hohenadel, LLP, 222 South Market Street, Suite 201, Elizabethtown, Pennsylvania, on or before December 17, 2026 (unless some other time or place shall hereafter be agreed upon by the Seller and Purchaser), 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 said property, free and clear of all liens and encumbrances not noted in these Conditions, but subject to any existing wall rights, easements, building or use restrictions, zoning or land subdivision regulations, encroachments, encroachments of any kind within the legal width of public highways, and any and all rights of way and easements visible upon the ground or which appear in the chain of title to said property and on the recorded Subdivision Plan.

The Seller represents (I) that there are no pending and unsettled eminent domain proceedings, no appropriations by the filing of State Highway plans in the Recorder's Office, and no uncomplied-with orders from any governmental authority to do work or correct conditions, affecting this property, of which the Seller has knowledge; (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, except those which are apparent upon reasonable physical inspection of the premises and which appear in the chain of title to said premises; (iii) that this property is believed, but not guaranteed to be, zoned "agricultural" and (iv) This parcel is presently enrolled in the "Clean & Green" Program for tax preference.

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.

5. Formal tender of deed and purchase money are waived.

6. (a) Acknowledgments to the deed shall be paid by Seller, and all required state and local Realty Transfer Taxes shall be paid by the Purchaser.

(b) Real Estate Taxes shall be apportioned to date of settlement on a fiscal year basis.

(c) There is a well and septic system servicing this property.

(d) 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. All closing costs, document preparation, fees and expenses of settlement shall be paid by the Purchaser.

7. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances; electric, heating, plumbing, lighting, water, and systems; laundry tubs; radio and televisions 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; cabinets; awnings; and any articles permanently affixed to the property except the following which will not be sold with the real property:_____

_____.

8. Possession shall be given to the Purchaser at settlement.

9. Seller will continue in force the present insurance carried for the property until delivery of deed or possession to the Purchaser (whichever 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.

10. The property is being sold under reserve and therefore Seller reserves the right to reject any or all bids.

11. If a survey of the property is either desired or required, it shall be ordered and paid for by the Purchaser.

12. In case of non-compliance by the Purchaser with these Conditions, the Seller, in addition to all other remedies provided by law, shall have the option either (a) to retain the Purchaser's down money 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 or his sureties (if any) and to retain any advance in price, or hold the present Purchaser and any sureties liable for any loss, resulting from such resale, meanwhile holding the down money paid hereunder as security for or toward payment of any such loss.

13. Purchaser acknowledges that he is purchasing the property in an AS-IS condition, without any express or implied warranty, guaranty, or representation concerning, but not limited to: the quality, condition, construction, or value of the property or any of its operating systems.

14. MISCELLANEOUS.

(a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs and assigns; however may not be assigned by Purchaser without the written consent of the Seller.

(b) This is the entire Agreement between the parties hereto encompassing all matters agreed upon or understood in this transaction. Purchaser agrees that other than as herein expressly set forth, there are no other terms, conditions, understandings, obligations, covenants,

representations or statements, oral or written, of any kind whatsoever. This Agreement shall not be altered, amended or changed except by written agreement signed by all of the parties.

(b) Time is of the essence for each and every provision of this agreement.

ESTATE OF DAVID L. FARMER

By:_____
Cherise R. Harper, Co-Executrix

By:_____
Danielle E. Malik, Co-Executrix

PURCHASER'S ACKNOWLEDGMENT

I, _____ hereby acknowledge that I have this day purchased at public auction property known as 112 Hillsdale Rd., Elizabethtown, PA 17022, for the sum of $_____ and have paid the sum of $_____ as a deposit, and in part payment of the said purchase money. I hereby agree to pay the remaining sum due on or before 45 days after todays date; and in all other respects, on my part, to fulfill the annexed Conditions of Sale.

Witness my hand and seal this _____ day of November, 2026.

WITNESS:

_____ _____

_____ _____

RECEIPT

Received of Purchaser on above date, as down money on account of the above Purchase Price, the sum of _____

($) Dollars.

NIKOLAUS & HOHENADEL, LLP

By:_____
on behalf of Seller

LEGAL DESCRIPTION

ALL THAT CERTAIN tract of land situated in the Township of Conoy, County of Lancaster and State of Pennsylvania and bounded and described according to a survey of R. R. Waltermyer, R.S. made in July 1967, as follows, to wit:

BEGINNING at the Southeastern corner thereof at a point in the middle of the intersection of Legislative Route L. R. 36001 (Elizabethtown to Falmouth Road) and a public road leading to Stackstown; thence in or near the middle of L.R. 36001 North eighty-five Degrees fifty-three minutes West (N 85° 53' W), a distance of nine hundred thirty-one and thirty hundredths (931.30) feet to a point; thence along property of Mark L. Geyer, North ten degrees forty-one minutes West (N 10° 41' W), a distance of one hundred eighty and fifteen hundredths (180.15) feet to a point and South eighty-one degrees West (S 81° W) a distance of three hundred seven and eighty seven hundredths (307.87) feet to a point; thence along property of C. Ober North Nine Degrees West (N 9° W), a distance of one hundred sixty-two and ninety-five hundredths (162.95) feet to a point, South seventy-nine degrees West (S 79° W) a distance of two hundred forty-nine and fifteen hundredths (249.15) feet to a point and South four degrees thirty minutes East (S 4° 30' E), a distance of thirty-nine and sixty hundredths (39.60) feet to a point; thence crossing a public road leading to Royalton and along property of L. Keener, South eighty-three degrees fifteen minutes West (S 83° 15' W) a distance of one thousand one hundred seventy-eight and ten hundredths (1,178.10) feet to a point; thence along property of Jacob Hoffer, North eight degrees thirty minutes West (N 8° 30' W) a distance of five hundred ninety and seventy hundredths (590.70) feet to a point and North seventy-seven degrees thirty minutes East (N 77° 30' E), a distance of seven hundred fifty-nine (759) feet to a point thence along property now or late of John J. Kennedy, Jr. and crossing the aforesaid public road leading to Royalton North eighty-seven degrees twenty-eight minutes East (N 87° 28' E), a distance of four hundred fifteen and forty hundredths (415.40) feet to a point; thence along property of H. Hill South Nine degrees thirty minutes East (S 9° 30' E), a distance of one hundred thirty-two and thirty hundredths (132.30) feet to a point and south eighty-nine degrees thirty minutes East (S 89° 30' E) a distance of one thousand eight hundred sixty-two and eighty-five hundredths (1,862.85) feet to a point in or near the middle of the aforesaid public road leading to Stackstown; thence in or near the middle of said road, South seventeen degrees forty-five minutes West (S 17° 45' W), a distance of eight hundred forty-seven and thirty hundredths (847.30) feet to the place of **BEGINNING.**

CONTAINING forty-four and one tenth (44.1) acres of land more or less.

EXCEPTING AND RESERVING therefrom premises as set forth below:

1. Deed from David L. Farmer and Carol E. Farmer, husband and wife, to Robert C. Farmer and Leara L. Farmer, husband and wife dated September 22, 1973 and recorded September 24, 1973 in Record Book L, Volume 64, Page 47.
2. Deed from David L. Farmer and Carol E. Farmer, husband and wife, to Anthony N. Fasano and Adella Fasano, husband and wife dated January 13, 1989 and recorded January 17, 1989 in Record Book 2565, Page 431.

3. Deed from David L. Farmer and Carol E. Farmer, husband and wife, to Anthony N. Fasano and Adella Fasano, husband and wife dated December 31 1990 and recorded January 8, 1991 in Record Book 3065, Page 0068.
4. Deed from David L. Farmer and Carol E. Farmer, husband and wife, to George R. Webb and Lillian D. Montville dated December 31, 1990 and recorded January 15, 1991 in Record Book 3068, Page 0019.
5. Deed from David L. Farmer and Carol E. Farmer, husband and wife to Goerge R. Webb and Lillian D. Montville dated October 4, 1991 and recorded October 11, 1991 in Record Book 3274, Page 0673.
6. Deed from David L. Farmer and Carol E. Farmer, husband and wife to Todd M. Bashore and Garilee L. Bashore, husband and wife, by deed dated February 13, 1992 and recorded February 14, 1992 in Record Book 3381, Page 0069.
7. Deed from David L. Farmer and Carol E. Farmer, husband and wife to Richard W. Wesser and Carol R. Wesser and Mark P. Wesser and Kathleen D. Wesser, by deed dated June 29, 2001 and recorded July 25,m 2001 I Record Book 7247, Page 0678.

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