CONDITIONS OF SALE

The Conditions of the present public sale are as follows:

1. The property to be sold: ALL THAT CERTAIN tract of land with improvements thereon erected known as **3228 Pinewyn Circle, Township of West Hempfield, County of Lancaster, and Commonwealth of Pennsylvania**, as more fully set forth in the attached legal description.

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 down 10% of the purchase money -- or furnish sureties satisfactory to the 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. BALANCE OF PURCHASE MONEY shall be paid at SETTLEMENT to be held at the office of the attorney for the purchaser on or before **December 4, 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 DEED prepared at the Purchaser's expense, good and marketable 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 of cornices, trim and spouting over property boundaries, or encroachments of any kind within the legal width of public highways.

The Seller represents (i) that there are no pending and unsettled eminent domain proceedings, no appropriations by the filing of the 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, any petroleum products pipeline or public storm sewer, or any other easement, which is not apparent upon reasonable physical inspection, except as noted in these Conditions; and (iii) this property is zoned **R3 - Residential**.

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.

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

5. (a) ACKNOWLEDGMENTS to deed shall be paid by Seller, and all required state and local REALTY TRANSFER TAXES paid by the Purchaser.

(b) REAL ESTATE TAXES shall be apportioned to date of settlement or prior delivery of possession on a fiscal year basis.

(c) WATER AND SEWER RENT shall be paid by Seller to date of settlement or prior delivery of possession.

(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.

6. 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 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; cabinets; awnings; and any articles permanently affixed to the property – except:

The Dishwasher, Microwave, Refrigerator, Stove, Washer, & Dryer are included in the sale in "as-is" condition.

7. POSSESSION shall be given to the Purchaser at settlement.

8. Seller will continue in force the present insurance 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, therefore.

9. The Seller reserves the right to reject any or all bids.

10. 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 requirements 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 the Purchaser.

__X__ (applicable if checked) Purchaser acknowledges receipt of a copy of Seller's Property Disclosure Statement, attached hereto and incorporated herein by reference.

_____ (applicable if checked) Executor, Administrator, Trustee or Attorney-in-Fact as Seller. Seller has never occupied the property and lacks the personal knowledge necessary to complete the Seller's Property Disclosure Statement. Seller is not aware of lead-based paint or lead-based paint hazards on the property. Buyer waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

11. Seller has not had the premises, or the interior of any improvements situated on the premises tested for the presence of radon gas, lead based paint or asbestos and as a result makes no representations as to the presence or absence of such gas or material in acceptable or unacceptable levels or qualities. This sale is not conditioned in any way upon satisfactory tests having been made prior to settlement.

_____ (applicable if checked) Residential Buildings built prior to 1978. Purchaser acknowledges receipt of a copy of Seller's Disclosure of Information and Acknowledgment concerning lead-based paint and lead-based paint hazards attached hereto and incorporated herein by reference and waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

12. The premises being sold at this public sale is being sold "as is".

13. Offsite Bidding: Seller shall accept bids from prospective bidders via the telephone and online on the following terms and conditions:

(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 Attorney J. David Young, Jr. 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 Young & Young, Attorney's at Law, 44 South Main Street, Manheim, Pennsylvania 17545.

(c) Failure to contact Attorney J. David Young, Jr. 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.

14. **Financial Crimes Enforcement Network (FinCEN) Real Estate Reporting** ("FinCEN Report"). Section 10 10.821 of Chapter 31 of the Code of Federal Regulations ("Code") requires that certain residential real estate transactions purchased with all cash or without institutional lender financing, where at least one buyer/transferee is a legal entity, limited liability company, corporation, partnership, trust, trustee or other non-natural person, must be reported to the United States Treasury Department's Financial Crimes Enforcement Network (FinCEN).

IF THIS TRANSACTION IS SUBJECT TO THE FinCEN REPORT, then Seller and Buyer shall, no later than closing, provide to the company conducting the closing the information and documentation necessary to enable to closing company to complete the FinCEN Report. Such information and documentation include full legal name, date of birth, residential

street address, and the IRS taxpayer identification number of the beneficial owners of the Buyer, as defined and described in the Code. Buyers will be responsible to pay all costs and fees associated with the preparation and filing of the FinCEN Report.

15. 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.

YOUNG & YOUNG
44 South Main Street
P.O. Box 126
Manheim, PA 17545
(717) 665-2207

_____
George W. Fisher, Jr.

_____
Susan W. Fisher

PURCHASER'S AGREEMENT

I/We, _____

_____,

agree to have purchased the Real Estate mentioned in the foregoing Conditions, 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 any attorney to appear for me/us in any court and, to the extent and under the conditions, if any, then permitted or prescribed by law, **CONFESS JUDGMENT IN 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 possession, with clause or writ of execution for costs; thereby waiving all irregularities, notice, leave of court, present or future exemption laws, and right of appeal.

Witness my/our hands and seal/s this 20th day of October, 2026.

_____

_____

RECEIPT

Received of Purchaser on above date, as down money on account of the above purchase

price, the sum of _____

_____ Dollars ($_____).

LEGAL DESCRIPTION

ALL THAT CERTAIN lot or tract of land situate along the North side of Glen Green Drive (a 50 feet wide public street) and the East side of Pinewyn Circle (a 50 feet wide public street with a 55 feet radius cul de sac) in the Residential Subdivision of Hempfield Green – Phase III in West Hempfield Township, Lancaster County, Pennsylvania, said lot being shown as Lot No. 79 on a Final Subdivision Plan prepared by Derek and Edson Associates and recorded in subdivision Plan Book J145, Page 115, said Lot No. 79, being more fully bounded and described as follows, to wit:

BEGINNING at a point, the most Southeast corner of the herein described Lot No. 79, said point being on the North right-of-way line of Glen Green Drive and being a mutual lot corner of Lot No. 80 thence leaving said point of beginning and along the said North right of way line of Glen Green Drive the following two (02) courses and distances: (1) on a concave curve to the North having a delta angle of eight (-8) degrees, fifty-three (53) minutes, twenty (20) seconds, a radius of two hundred eighteen (218) feet, an arc length of thirty-three and eighty-two hundredths (33.82) feet, a tangent of sixteen and ninety-four hundredths (16.94) feet and a chord bearing North sixty-four (64) degrees twenty-six (26) minutes nine (09) seconds West, a distance of thirty-three and seventy-nine hundredths (33.790 feet to a point, a point of tangency; (2) on a tangent North fifty-nine (59) degrees fifty-nine (59) minutes twenty-nine (29) seconds West, a distance of eighty-four and thirty-two hundredths (84.32) feet to a point, a point of curve on the aforementioned East right-of-way line of Pinewyn Circle; thence along the said East right-of-way line of Pinewyn Circle the following two (2) courses and distances; (1) on a concave curve to the Northeast having a delta angle of ninety (90) degrees zero (00) minutes zero (00) seconds a radius of twelve (12.00) feet, an arc length of eighteen and eighty-five hundredths (18.85) feet, a tangent of twelve (12.00) feet and a chord bearing North fourteen (14) degrees fifty-nine (59) minutes thirty (30) seconds West a distance of sixteen and ninety-seven hundredths (16.97) feet to a point of tangency; (2) on a tangent North righty degrees zero (00) minutes thirty-one (31) seconds East distance of forty-two and twenty hundredths (42.20) feet to a point, a mutual lot corner of Lot No. 78, thence along said lot No. 78, through the center of a party wall South fifty-nine (59) degrees fifty-nine (59) minutes twenty-nine (29) seconds East a distance of one hundred thirty (130.00) feet to a point on line of aforementioned Lot No. 80 thence along said Lot No. 80, South thirty (30) degrees, zero (00) minutes thirty-one (31) seconds West a distance of fifty-one and fifty-eight hundredths (51.58) feet to a point, the point and place of **BEGINNING**.

CONATAINING 6,936 square feet (0.1604 acres) of land.

UNDER AND SUBJECT to all existing rights-of-way, conditions, easements, restrictions, rights, agreements, notes, and other matters of record to the extent valid and enforceable and still applicable to the above-described premises.

BEING THE SAME PREMISES which Joan S. Silvers, by deed dated November 11, 2019, and recorded November 27, 219, in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania in Instrument Number 6493342, granted and conveyed unto George W. Fisher, Jr. and Susan W. Fisher, husband and wife, their heirs and assigns.