# CONDITIONS OF SALE

The conditions of this public sale held **October 28, 2026** are as follows:

1. PROPERTY. The "Property" to be sold consists of two parcels of real estate: the first being an approximately 1.26 acre tract of real estate known as 1540 Harrisburg Avenue, Mount Joy, PA 17552 and identified as Tax Parcel # 160-92419-0-0000, the second being an adjoining approximately 0.5-acre tract of real estate known as 1540 Harrisburg Avenue, Mount Joy, PA 17552 and identified as Tax Parcel # 160-02200-0-0000. Both parcels shall herein be referred to collectively as the "Property." The Property is improved with residential buildings and is described in a deed recorded in the Lancaster County Recorder of Deeds Office on 12/20/2023 at Instrument #6765927.

2. SELLER. This sale is on behalf of **Abram H. Weidman III, Jillian M. Jones, and Jody Lynn Musser** ("Seller").

3. PURCHASE AND DOWN PAYMENT. The auctioneer, **Hess Auction Group**, shall take bids for the Property, and in the event that the Property is placed in the hands of the auctioneer for sale, the highest bidder shall be the "Purchaser" of the property being struck off to him and he shall immediately thereafter sign the **Purchaser Agreement** attached to these Conditions of Sale, and pay down **Ten Percent (10%)** of the purchase money in legal tender as security for performance of this Agreement to the Seller or Seller's attorney. If any dispute arises among bidders, the property shall immediately be put up for renewal of bidding.

4. SETTLEMENT. The balance of the purchase money shall be paid in legal tender of the United States at settlement to be held at the office of Blakinger Thomas, 28 Penn Square, Lancaster, Pennsylvania 17603, **on or before December 12, 2026**, upon which payment the Seller shall convey to the Purchaser, by deed prepared at the Purchaser's expense, good and marketable title, as is insurable by a reputable title insurance company at regular rates, to said property, free and clear of all liens and encumbrances, except as noted in these Conditions of Sale, and subject to any existing wall rights, easements visible upon the ground and those of record, building or use restrictions, zoning or land subdivision regulations, encroachments over property boundaries, or encroachments of any kind within the legal width of public highways, and leases as described herein. Formal tender of deed and purchase money are waived.

5. COSTS.

A. ACKNOWLEDGEMENTS to deed shall be paid by Seller.

B. DISBURSEMENT or any similar fees, tax certification fees, service fees, and any other fees attempted to be charged against the Seller by the attorney or title company holding settlement for the Purchaser, shall be paid by Purchaser.

C. ALL REQUIRED STATE AND LOCAL REALTY TRANSFER TAXES shall be paid by **Purchaser**.

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

E. WATER and SEWER RENT (if any) shall be paid by Seller to date of settlement. The Property is served by public water and a private septic system and is not currently served by public water or sewer service.

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

6. CONDITION OF PROPERTY. The Property is improved with a single-family home and multiple outbuildings. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances, electric, heating, plumbing, lighting, water, and any articles permanently affixed to the Property.

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 which occurs after possession has been given to the Purchaser, or (c) any taking by eminent domain. There are no known eminent domain proceedings pending related to the Property. Purchaser accepts the Property "**AS IS**". Purchaser acknowledges that settlement is not contingent on any inspections, appraisals, or assessments of any kind.

7. TIMING. The date(s) specified herein for settlement, and all other dates, are considered to be "of the essence of the contract" and are binding.

8. ZONING. The Property is zoned Low-Density Residential in West Donegal Township, Lancaster County. Purchaser is satisfied that the zoning of the Property is satisfactory for Purchaser's contemplated use. Seller makes no representations that Seller's present or prior uses of the Property comply with the applicable township zoning ordinances.

9. SELLER DEFAULT. If Seller is unable to give title as required herein, Purchaser may elect either (a) to take such title as Seller can give, or (b) to require Seller to return to Purchaser all payments including any deposits made to Seller on account of the purchase price, and to reimburse Purchaser for all costs of searching title, appraisals, inspections, and preparation of deed, mortgage and other settlement papers which Purchaser reasonably may have incurred, upon which return and payment all further obligation of this agreement on both Seller and Purchaser shall terminate.

10. PURCHASER DEFAULT. 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 Purchaser and to retain any advance in price, or hold the Purchaser 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.

11. NO WARRANTY. Seller makes no warranty as to the condition of the property as

to environmental matters. Seller has not conducted any investigations and has no actual knowledge of any environmental hazards, including but not limited to radon, asbestos, or spills. Purchaser understands and acknowledges that the structures and improvements on the Property may need repair and replacement.

12. DISLCOSURES. Seller's Disclosure Form attached as **EXHIBIT A** and made a part hereof. The Seller's Disclosure Statement attached hereto notwithstanding, by execution of these Conditions of Sale the Purchaser acknowledges that he has had a full and complete opportunity to inspect the Property. The Purchaser also waives rights under the law to be provided with a pamphlet required by the cited regulations about the dangers of lead poisoning. ***The Property is being sold unto Purchaser "AS IS" with no representation, guarantee or warranty regarding the condition of the Property or any improvement or structure erected on the Property, including, but not limited to, its structural integrity, roof, appliances, electrical system, heating system, plumbing, water system, sewage disposal system, underground tanks, or any portion thereof.***

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

13. 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, 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, its shareholders, directors and officers, 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 Property. Seller has no knowledge concerning the presence or absence of Radon.

14. RIGHT TO REJECT BIDS. The Seller reserves the right to reject any or all bids. Seller reserves the right to withdraw the Property from sale, and/or to adjourn the sale to a future date or dates.

15. ASSIGNMENT. Purchaser may not assign these Conditions of Sale, in whole or in part, without first obtaining the written approval of Seller.

16. INTENT. This Agreement represents the whole Agreement between the parties, and any representations concerning the Property, or otherwise, made prior to the execution of the Purchaser Agreement, are hereby superseded by this Agreement.

17. AMENDMENT. 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.

18. EFFECT OF WAIVER OR CONSENT. A consent or waiver by Seller, express or implied, to or of any breach or default by Purchaser in the performance of these Conditions of Sale is not a consent or waiver to or of any other breach or default. Failure on the part of Seller to complain of any act of Purchaser or to declare Purchaser in default of these Conditions of Sale, irrespective of how long that failure continues, does not constitute a waiver by Seller of Seller' s rights with respect to that default until the applicable statute-of-limitations period has run.

19. SEVERABILITY. If any provision of these Conditions of Sale or the application thereof to any person, entity or circumstance is held invalid or unenforceable to any extent, the remainder of these Conditions of Sale and the application of that provision to other persons, entities or circumstances are not affected thereby. In such event, the invalid or unenforceable provision will be enforced to the greatest extent permitted by law.

20. 1031 EXCHANGE. In the event that Seller desires to effectuate a 1031 Tax Deferred Exchange with the proceeds of the sale of the Property, Purchaser shall cooperate in good faith to execute documents necessary to complete the same at no cost to Purchaser.

SELLER

_____
Abram H. Weidman III

_____
Jillian M. Jones

_____
Jodi Lynn Musser

**PURCHASER AGREEMENT**

1530 & 1540 Harrisburg Avenue, Mount Joy, PA 17552
Tax Parcels 160-02200-0-0000 & 160-92419-0-0000

*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 Property, and agrees to be bound by the full terms thereof, further acknowledging that only a summary of the Conditions of Sale was read prior to commencement of bidding for the Property.*

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

In the event that Purchaser fails to make settlement as required in the foregoing Conditions of Sale, Seller shall retain the security deposit and 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 Property 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 and 00/100 ($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 appraisement, 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 Purchaser has executed this Agreement on October 28, 2026 intending to be legally bound hereby.

_____ Address:

_____ Phone Number:

RECEIPT

Received by Seller / Blakinger Thomas (on behalf of Seller) on 10/28/2026, as an earnest money deposit on account of the above purchase price, the amount of $_____.00.

By: _____

**EXHIBIT A**
Seller's Disclosure Statement

**LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

_____, 2026

RE: PROPERTY: 1530 & 1540 Harrisburg Avenue, Mount Joy, PA 17552

SELLER: Abram H. Weidman III, Jillian M. Jones, & Jody Lynn Musser

PURCHASER: _____

DATE OF AGREEMENT: _____ SETTLEMENT DATE: _____, SALE PRICE: $_____

**Lead Warning Statement**

*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.*

**Seller's Disclosure (Please initial)**

_____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

□ Known lead-based paint and/or lead-based paint hazards are possibly present in the housing (explain):

_____

□ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and Reports available to the seller (check one below):

□ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list docs below):

_____

□ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgment (Please initial)**

x_____ (c) Purchaser has received copies of all information listed above.

x_____ (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.

(e) Purchaser has (check one below):

□ Received a ___ day opportunity to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or

□ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Certification of Accuracy**

*The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.*

Seller_____ Date_____ Seller_____Date_____

Seller_____Date_____

Purchaser_____ Date_____ Purchaser_____Date_____