CONDITIONS OF PUBLIC SALE OF REAL ESTATE
STEVEN M. KEENER, EXECUTOR
SETH A. KEENER, EXECUTOR
ESTATE OF LEE D. KEENER

Date of Sale: NOVEMBER 14, 2026
(SATURDAY @11:00 am)

The conditions of the public sale are as follows:

1. **Real Estate.** The property to be sold is located partly in the Borough of Womelsdorf and party in the Township of Marion, Berks County, Pennsylvania, is known as 910 William Penn Blvd, Womelsdorf, PA 19567 and hereinafter described as follows:

ALL THAT CERTAIN plot or piece of land, together with the two and one-half story stone colonial building and other buildings thereon erected, situated in the Borough of Womelsdorf and Marion Township, Berks County, Pennsylvania bounded and described as follows:

BEGINNING at an iron pin corner in the Borough line and at the intersection of the western property line of west road and the northern right of way line of William Penn Boulevard, thence by the following courses and distances: north 65 degrees 30 minutes west for a distance of 38.96 feet to an iron pin corner, said iron pin being the point of curvature of a curve; thence by a line curving towards the north having a radius of 1860.08 feet and a distance of 279.92 feet along said curve to an iron pin corner; thence north 8 degrees, 35 minutes east, passing through a planted marble monument and three planted iron pins, for a distance of 1102.73 feet to an iron pin corner; thence north 89 degrees 35 minutes 30 seconds east for a distance of 368.79 feet to an iron pin corner; thence north 62 degrees 7 minutes 30 seconds east for a distance of 183.18 feet to an iron pin corner; thence south 0 degrees 28 minutes 30 seconds east, passing through a point 16 feet more or less east of the crotch of twin elm trees and two planted iron pins, for a distance of 972.76 feet to an iron pin corner, said iron pin being the southwest building corner of Franklin Avenue and West Road, as laid out by John H. Vogt, known as Penn Hill Park; thence south 49 degrees 50 minutes west along the western building line of West Road, passing through a planted iron pin, for a distance of 553.20 feet to the place of **BEGINNING**.

CONTAINING FIFTEEN AND NINETY ONE-HUNDREDTHS (15.90) ACRES, MORE OR LESS.

UNDER AND SUBJECT TO: The conditions and restrictions as shown on the Plan of Penn Hill Park as recorded in the Recorder's Office in and for Berk's County, PA, in Plan Book Volume 3A, Page 32.

Forty-Five percent (45%) of the acreage lies in Womelsdorf Borough and Fifty-Five (55%) lies in Marion Township, Berks County, Pennsylvania.

SAID PREMISES being known as 917 William Penn Blvd., Womelsdorf, PA 19567

TAX PARCEL NUMBER: 95-0000-0000-0005 and 62-4338-17-11-0110
DEED BOOK 181, PAGE 692

2. **Highest Bidder (On Site)**. The highest bidder shall be the Purchaser when the property is struck off by the auctioneer, and that bidder shall immediately sign the Agreement that is a part of these Conditions. If any dispute arises among bidders, the property may immediately be offered for renewal of bidding at the last undisputed as determined by the auctioneer.

3. **A Down Payment (On Site Bidder).** Ten percent (10%) of the purchase price shall be paid by the Purchaser at the signing of this Agreement.

4. **Offsite Bidding.** Seller shall accept bids from prospective bidders via the telephone and online on the following terms and conditions to-wit:

a. Telephone and Online Bidders: Telephone Bidders – When telephone bidding is available, Bidders must contact Hess Auction Group at **717-664-5238** in advance of the day of the Auction in order to provide their contact information for the Auction and bidding instructions; and, (ii) Online bidders must register on HiBid.com, in advance of the Auction, in order place their bid onto the online platform set up for the Auction.

b. Successful bidder (telephone or online) must contact Seller's Attorney, Paul W. Kilgore, Spitler, Kilgore & Enck, PC, 522 South Eighth Street, Lebanon, Pennsylvania, 17042, (717) 273-7621 (phone), (717) 273-1693 (fax), pwkilgore.asst@skelawfirm.com (email), within 24 hours after conclusion of the auction to arrange a time to drop off deposit check for ten percent (10%) of the purchase price and a fully executed Conditions of Sale, Purchasers Agreement, Disclosure of Information on Lead Based Paint and Seller's Disclosure at Seller's Attorney's office located at Spitler, Kilgore & Enck, PC, 522 South Eighth Street, Lebanon, Pennsylvania, 17042.

c. Failure to contact Seller's Attorney, Paul W. Kilgore, Spitler, Kilgore & Enck, PC 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.

5. **The balance of Purchase Price.** The balance of the purchase price shall be paid on or before December 29, 2026, at Settlement ("Closing"). Settlement shall be held at the office of Spitler, Kilgore & Enck, PC, 522 South Eighth Street, Lebanon, Pennsylvania, 17042, (717) 273-7621 (phone), (717) 273-1693 (fax), pwkilgore.asst@skelawfirm.com (email), unless some other time and place are mutually agreed upon.

6. **Good and marketable title.** At the time of settlement, the Seller, upon receipt of the said full purchase price and upon compliance with the conditions of this Agreement by the Purchaser, Seller will convey to the Purchaser title to said property by special warranty deed, free and clear of all liens and encumbrances, but subject to all visible easements, rights of way, and building or use restrictions, and any or all of the same which are a matter of record.

7. **The condition of the property.** At Settlement the condition of the property shall be substantially the same as at present, except for damage of any kind for which full or partial recovery may be had under the Seller's or Purchaser's insurance and except for damage that occurs after possession has been given to Purchaser. The Seller will maintain the present fire insurance coverage until settlement and in case of loss will credit on account of the purchase price at settlement any insurance collected or collectible for that loss.

8. **Deed.** It is agreed no formal tender of Deed and purchase money are waived.

9. **Transfer Taxes.** All real estate transfer taxes shall be paid by the Purchaser.

10. **Preparation of the deed.** Preparation of the Deed by the offices of Spitler, Kilgore & Enck, PC, and acknowledgements, shall be paid by the Purchaser.

11. **Real Estate taxes.** Real Estate taxes are to be prorated as of the date of settlement on a *per diem* basis in accordance with the fiscal year used by each taxing authority in its assessment of taxes. Such proration shall be based on the current year's taxes, if available, or if not, then on the immediately preceding year's taxes.

12. **Possession.** Possession shall be given to Purchaser at settlement.

13. **Reservation.** The Seller reserves the right to withdraw the said premises from sale for want of a sufficient bid.

14. **Premises.** The property is being sold ***"as is"*** and without any warranties or representations upon which the Purchaser should or can justifiably rely and is subject to any and all leasehold interest of tenants who occupy the premises.

15. **Inspection of the Property.** Purchaser has inspected the property or hereby waives the right to do so.

16. **Disclosure.** Seller and Purchaser acknowledge that Seller has completed and signed a Seller's Property Disclosure Statement as required by the Pennsylvania Real Estate Seller Disclosure Law (68 Pa.C.S. §7301 et seq.), prior to the signing of this Agreement, and that it has been received by Purchaser in compliance with that Law.

17. **Survey.** Any survey desired or required by Purchaser shall be at Purchaser's sole expense.

18. **No Warranty.** Seller makes no warranty as to the condition of the property regarding environmental matters. Seller has conducted no investigation, and has no actual knowledge of any environmental hazards, including, but not limited to, radon, asbestos, and urea formaldehyde insulation.

19. **Lead-Based Paint.** Purchaser and Seller acknowledge that they have completed and signed the Lead-Based Paint Disclosure Addendum to these conditions of sale, which is attached to these conditions.

20. **Default.** (a) If the Purchaser shall fail to comply with these Conditions of Sale as set forth herein and thereby be in default of these Conditions, and thus in default of Purchasers Agreement, following written notice to the Purchaser after such default, a deferred time, of not less than fourteen (14) days distant to cure the default, the money paid as a down payment shall become forfeited to the Seller, who then, at Seller's option, shall have the full liberty with or without notice to resell the said premises either at public or private sale; and, if on such resale there shall be any deficiency the Purchaser at this sale shall make good such deficiency but the Purchaser at this sale shall not have any advantage from any increased price obtained at such resale. (b) If the Seller is unable to give title as provided in this Agreement, the Purchaser may elect either: (i) to take such title as Seller can give; or (ii) require Seller to return to Purchaser the down payment, but in such event the Purchaser shall have no further rights of action against the Seller.

21. **Parties Bound.** The terms "Seller" and "Purchaser" include all those who sign in those capacities and these Conditions and Agreement shall be binding upon their heirs, successors and assigns.

22. **Occupancy Permit.** The Purchaser shall be responsible for securing any occupancy permit as may be required by law or ordinance prior to settlement and pay all costs and repairs/improvements.

23. **Entire Agreement.** These Conditions of Sale and Agreement contain the whole agreement between Seller and Purchaser, and there are no other terms, obligations, covenants, representations, statements, conditions, oral or otherwise, of any kind whatever concerning the sale. These Conditions and Agreement shall not be altered, amended, changed, or modified except in writing signed by the parties.

24. **Time of the Essence.** Time shall be of the essence for periods applicable to these conditions of sale.

DATED: _____, 2026 **SELLER: ESTATE OF LEE D. KEENER**

By: _____(SEAL)

By: _____ (SEAL)

PURCHASER'S AGREEMENT

The undersigned Purchaser agrees to purchase the Real Estate mentioned in the foregoing Conditions of Public Sale of Real Estate subject to those conditions, for the sum of _____Dollars ($_____); and if the undersigned acquires possession of the real estate before payment of the purchase money and shall fail to make payment when due, any attorney is authorized to appear for the undersigned in any court and, to the extent and under the conditions, if any, then permitted by law, confess judgment in ejectment against the undersigned, in favor of the Seller or the Seller's assigns, for possession of those premises, and direct the issuing of a writ of possession, with clause or writ of execution for costs; the undersigned hereby waiving all irregularities, notice, leave of court, present or future exemption laws, and right of appeal.

We, the Purchaser or Purchasers, further agree that 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 a clause of Fieri Facia for costs and reasonable attorney's fees of not less than $750.00; hereby waiving all irregularities, notice, leave of court and any and all provisions of present or future exemption laws.

Dated: _____, 2026

Signed in the presence of:

_____

PURCHASER:

_____**(SEAL)**

_____**(SEAL)**

ADDRESS:

_____

_____

PHONE NUMBER: _____

RECEIPT

Received of Purchaser on above date, as down money on account of the above purchase price, the sum of _____, on behalf of Seller.

ESTATE OF LEE D. KEENER

By: _____(SEAL)

By: _____(SEAL)