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 **916 Lititz Pike, Township of Warwick, 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 **January 19, 2027**, (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 **LC -Local Commercial Zone**.

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:

All tangible personal property presently on the premises is 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.

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

__X__ (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.

__X__ (applicable if checked) Residential Buildings built prior to 1978.

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

_____
Sharon L. Ross, Executor of the Estate of
Richard V. Ross, Sr.

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 5th day of December, 2026.

_____

_____

RECEIPT

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

price, the sum of _____

_____ Dollars ($_____).

LEGAL DESCRIPTION

TRACT NO. 1
ALL THAT CERTAIN lot or small piece of land with improvements thereon situate in the Township of Warwick, County of Lancaster, and Commonwealth of Pennsylvania, being bounded and described as follows, to wit:

BEGINNING at a point on the West side of the Lititz and Lancaster Pike; thence passing over an iron pin and by lands now or late of Philip K. Bucher, North sixty-nine and one-half (69½) degrees West, one hundred seventy-two and six tenths (172.6) feet to an iron pin; thence by other lands, of which this was formerly a part, South twenty four and three-quarters (24¾) degrees West, two (2) feet to an iron pin; thence by other lands now or late of Albert S. Garner and Anna K. Garner, South sixty-nine and one-half (69½) degrees East, one hundred seventy-tow and six tenths (172.6) feet to a point on the West side of the aforesaid public highway; thence along the West side thereon, North nineteen and one-quarter (19¼) degrees East, two (2) feet to the place of **BEGINNING**.

CONTAINING two hundred forty-five and two tenths (245.2) square feet of land.

TRACT NO. 2 and 3
ALL THAT CERTAIN messuage or tenement and two adjoining lots or places of ground situate in the Village of Kissel Hill, Warwick Township in the County of Lancaster, and Commonwealth of Pennsylvania, thereon being bounded and described as follows, to wit:

NO. 2 BEGINNING at a point in line of land now or late of Harriet Broome; thence eastward by the same a distance of two hundred and twenty-two (222) feet to a post near the Lancaster and Lititz Turnpike road; thence Northwardly along said Turnpike road, a distance of sixty (60) feet to a post; thence Westwardly along the hereinafter described tract, a distance of two hundred and twenty (220) feet; thence Southwardly along the same a distance of forty-five (45) feet to the place of **BEGINNING**.

NO. 3 BEGINNING at the Northwest corner of the hereinbefore described tract; thence along the South side of land now or late of Martin H. Hess, nearly according the true meridian, North seventy-seven (77) degrees West, a distance of two hundred twenty-two and six tenths (222.6) feet to a point; thence along the East side of land now or late of Harriet Broome, South twenty-four and three quarters (24¾) feet to a point; thence by the North side of the same land, South seventy-three (73) degrees and three (3) minutes East, two hundred eighteen and three tenths (218.3) feet to a point and thence by the West side of the hereinbefore described tract, North twenty-seven (27) degrees and ten (10) minutes East, forty-five (45) feet to the place of **BEGINNING**.

CONTAINING seven thousand nine hundred and ninety-three square feet (7,993).

BEING THE SAME PREMISES which Albert S. Garner and Anna K. Garner, husband and wife, by deed dated September 9, 1957, and recorded September 9, 1957, in the Recorder of

Deeds Office in and for Lancaster County, Pennsylvania in Record Book Y, Volume 45, Page 227, granted and conveyed unto Richard V. Ross, Sr. and Patricia R. Ross, husband and wife, their heirs and assigns.

AND THE SAID Patricia R. Ross died _____, whereupon title and fee vested into the said Richard V. Ross, Sr. by right of survivorship.

AND THE SAID Richard V. Ross, Sr. died October 23, 2018, leaving a Last Will dated September 9, 2014, duly proven and remaining of record in the Register of Wills Office of Lancaster County. Indexed to No. 3618-02541 Letters Testamentary were granted to Sharon L. Ross and Richard V. Ross, Jr. by the Register of Wills on November 30, 2018.

AND THE SAID Richard V. Ross, Jr. died May 7, 2022, whereupon Sharon L. Ross became the sole Executor of the Estate.