

CONDITIONS OF SALE

The Conditions of the present public sale are as follows:

1. The property to be sold is known as 77 Harristown Road, Paradise, Paradise Township, Lancaster County, Pennsylvania, as more fully described in Exhibit “A” (“Property”).

2. The highest bidder shall be the Purchaser¹ upon the Property being struck off to him; and he shall immediately thereafter sign the Purchaser's Agreement attached to these Conditions of Sale, and pay down 10% of the purchase money to the Seller¹ - 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. The balance of PURCHASE MONEY shall be paid at SETTLEMENT to be held at the office of LEGACY LAW PLLC, 147 West Airport Road, Suite 300, Lititz , PA 17543, on or before August 30, 2024, (“Closing”) (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 a special warranty Deed, prepared at the Purchaser’s expense, good and marketable title to the 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, subdivision plan notes, encroachments of cornices, trim and spouting over property boundaries, or encroachments of any kind within the legal width of public highways, and subject to the restrictions and conditions (“Restrictions”) set forth in Paragraph 6 of these Conditions of Sale. The time for settlement is of the essence.

The Seller represents that there are no pending and unsettled eminent domain proceedings, and no appropriations by the filing of State Highway plans in the Recorder’s Office, affecting the Property, of which the Seller has knowledge.

At settlement, the Property and all of its appurtenances and fixtures shall be in

¹ Both Seller/s and Purchaser/s, whether one or more, are designated throughout these Conditions of Sale in singular masculine form.

substantially the same condition as at present, except for (a) ordinary reasonable wear and tear, (b) damage by fire or storm, (c) damage which occurs after possession has been given to the Purchaser, or (d) any taking by eminent domain.

4. This sale of real estate shall not be contingent upon the Purchaser's ability to obtain financing for the purchase of the Property, nor shall it be contingent upon the sale of any other real estate owned by the Purchaser.

5. 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.

6. The Property shall be sold UNDER AND SUBJECT to the following conditions and restrictions appearing in the chain of title:

a. Subject to building and use restrictions, ordinances, easements of roads, rights of public service companies and easements, rights or other non-monetary encumbrances either of record or visible upon inspection; and

b. Subject to matters, conditions, notes, site data, etc., as shown on Subdivision Plan Book J-132, Page 2;

c. Subject to matters, conditions, notes, site data, etc., as shown on Subdivision Plan Book J-199, Page 14;

d. Subject to matters, conditions, notes, site data, etc., as shown on Subdivision Plan Book J-213, Page 43;

e. Subject to the Rights and Restrictions in Book 4493, Page 133;

f. Subject to an Easement with the adjacent parcel, as shown in Book 5593, Page 512;

g. Subject to rights granted to PPL Electric Utilities Corp in Instrument #5204226; and

h. Subject to the Seller's Property Disclosure Statement attached hereto as Exhibit "B".

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

8. Fees or charges for acknowledgments to the deed shall be paid by the Seller, and all required state and local realty transfer taxes by the Purchaser. Real estate taxes

shall be apportioned to date of settlement or prior delivery of possession on a fiscal year basis. Purchaser shall pay for all charges for preparation of documents, including without limitation, deed, mortgage, and bill of sale for personal property, if any, and all fees incurred at settlement, including attorney's fees, tax certification fees, disbursement fees, recording fees or settlement fees whether purported to be billed against Purchaser or Seller, unless expressly contracted for in writing by Seller. All fees related to water and sewer, together with any other lienable municipal services, occurring on or after the date of settlement shall be paid by Seller. Any propane existing in the underground tank will be reimbursed by Buyer to Seller at closing.

9. Seller hereby represents that the Property is serviced by on-site water and public sewer.

10. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances; hot water heating, plumbing and water plants, fixtures and systems; and any other articles permanently affixed to the Property. All appliances in the Property are included in the sale.

11. The Purchaser further acknowledges that neither the attorney for the Seller, nor the auctioneer, has made any specific representations regarding the condition of the Property, and that the Purchaser has not relied upon any representations or statements of the attorney for the Seller or auctioneer. The Purchaser releases the attorney for the Seller and 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.

12. The parties acknowledge that no representation whatsoever is made concerning zoning of the Property, or the uses of the Property that may be permitted under local ordinances, and that Purchaser has satisfied himself that the zoning of the Property is satisfactory for his contemplated use thereof. The Purchaser hereby waives any applicable requirement for Seller to provide a certification of zoning classification prior to settlement pursuant to Disclosure Act of July 27, 1955, P.L. 288, §3, as amended and reenacted (21 P.S. §613).

13. By execution of the Purchaser's Agreement, the Purchaser acknowledges

that he has had a full and complete opportunity to inspect the Property. *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, if any, including, but not limited to, its structural integrity, roof, appliances, electrical system, heating system, plumbing, water system, sewage disposal system, or any portion thereof.* Seller has conducted no investigation and does not have actual knowledge of underground storage tank(s) on the Property. No representation is made or warranty given regarding the presence or absence of any hazardous or toxic substances, materials or wastes, or that the Property is in compliance with any federal, state or local environmental laws or regulations.

In the event any repair or improvement to or any inspection or testing of the Property is desired by the Purchaser or by any lender proposing to provide Purchaser with financing for the purchase of the Property, the costs of any such repair, improvement, inspection, or testing shall be payable solely by the Purchaser. Seller reserves the right to refuse to permit any such repair, improvement, inspection, or testing or to impose such conditions upon any permitted repair, improvement, inspection, or testing as Seller deems appropriate, including, but not limited to, insurance coverage and indemnification and hold harmless agreements. The Purchaser's Agreement shall not be conditioned upon any such repair, improvement, inspection, or testing, or upon any specific results obtained from such inspection or testing.

15. Any survey required by Purchaser or Purchaser's title insurer shall be at Purchaser's expense.

16. In case of non-compliance by Purchaser with these Conditions, Seller, in addition to all other remedies provided by law, shall have the option either (a) to retain 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 and to retain any advance in price, or hold the present 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.

18. The Purchaser acknowledges that these Conditions of Sale were available for inspection by the Purchaser prior to the commencement of bidding and sale of the Property, that the Purchaser had an opportunity to review the full Conditions of Sale, and that the Purchaser understands the contents thereof and all terms and conditions under which the Property is being sold, agreeing to be bound by the full terms and conditions as set forth therein. The Purchaser acknowledges that only a summary of the Conditions of Sale was read prior to commencement of bidding on the Property, and that the Purchaser is not relying upon the public reading of the Conditions of Sale as a complete statement of the terms and conditions for sale of the Property.

19. These Conditions of Sale represent the whole agreement between the parties, and any representations concerning the Property, or otherwise, made prior to the execution of the Purchaser's Agreement, are hereby superseded by these Conditions of Sale. All representations, claims, advertising, promotional activities, brochures, or plans of any kind made by the Seller, the auctioneer or Seller's attorney are not part of this agreement unless expressly incorporated or stated in these Conditions of Sale. 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.

SELLER:

J. MYRON STOLTZFUS

SARAH J. STOLTZFUS

PURCHASER'S AGREEMENT

I/We, _____, agree that I/we have purchased 77 Harristown Road, Paradise, Paradise Township, Lancaster County, Pennsylvania, the Property mentioned in the foregoing Conditions, subject to said Conditions, for the sum of \$ _____; and if I/we shall acquire possession of the Property before payment of the purchase money and shall fail to make payment when due, I/we authorize the Prothonotary or any attorney to appear for me/us in any court 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 Property, and direct the issuing of a writ of possession, with clause or writ of execution for costs, hereby waiving all irregularities, notice, leave of court, present or future exemption laws, and right of appeal.

I/We acknowledge receipt of the Seller's Property Disclosure Statement executed by the Seller.

I/We acknowledge receipt of the title search for the property.

I/We acknowledge that my/our purchase of the Property is under and subject to the Conditions and Restrictions set forth in Paragraph 6 of the Conditions of Sale and subject to the items noted in the Seller's Property Disclosure Statement.

WITNESS my/our hand/s and seal/s this 2nd day of July, 2024.

Signed in the presence of:

Purchaser

Purchaser

EXHIBIT "A"
Description of the Property

ALL THAT CERTAIN lots or pieces of ground, situate in Paradise Township, Lancaster County, Commonwealth of Pennsylvania, described according to a Final Plan 15 Lot Subdivision of Lewis H. and Ruth P. Denlinger and David L. and Shirley A. Hold, prepared by Lake Roeder Hillard Associates, Land Surveyors dated 12/11/2001, last revised 3/12/2002, as follows, to a wit:

BEGINNING at a Mag Nail (set) in the bed of Harristown Road T-487 and a corner of Lot No. 15, as shown on said Plan, thence extending from said point of beginning along bed of Harristown Road T-487, North 88 degrees 01 minute 22 seconds West, 115 feet to a point a Mag Nail (set) thence crossing the bed of Harristown Road T-487 and proposed right of way line of Harristown Road T-487, North 01 degree 58 minutes 38 seconds east 180 feet to a point in line of land of Levi N. and Susie K. Fisher, thence along same South 88 degrees 01 minute 22 seconds East 115 feet to a corner, thence South 01 degree 58 minutes 28 seconds West recrossing proposed right of way line of Harristown Road 180 feet to a point in the bed of said road, being the first mentioned point and place of BEGINNING.

Being Lot No. 14 on said Plan.

EXHIBIT "B"

Seller's Property Disclosure Statement

RECEIPT

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

LEGACY LAW PLLC,
on behalf of Seller

By: _____
Neal A. Rice, Esquire
147 West Airport Road
Lititz, PA 17543
(717) 568-8511