

# CONDITIONS OF SALE

The Conditions of the present public sale are as follows:

1. The property to be sold:

105 Lake Rd, Elizabethtown, Pennsylvania

2. All representations herein are made according to and are limited to Seller's best knowledge, information, and belief. Attached hereto is the most recent deed for the property, which is hereby incorporated by reference. Nothing contained in these Conditions should be construed to mean that Seller will convey any interest in the property in excess of that which was conveyed in the attached deed.

3. 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, which is the total price bid plus a 3% buyer's premium, 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.

4. BALANCE of PURCHASE MONEY shall be paid at SETTLEMENT to be held at the office of Title company chosen by Purchaser within 45 days of purchase (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, 105 Lake Road, Elizabethtown, Pennsylvania, 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 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; and that no part of the property, except any part within utility reserve strips in developments or within legal limits of highways, is subject to any currently used or enforceable easement for any sewer, gas or water main, petroleum products pipeline, public storm sewer, or underground electric or telephone cable, not apparent upon reasonable physical inspection, of which Seller has knowledge, except as noted in these Conditions.

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 by fire or storm, or (c) damage of any other kind which is covered by the Seller's or Purchaser's insurance, or which occurs after possession has been given to the Purchaser.

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

5. Formal tender of deed and purchase money are waived.
6. (a) ACKNOWLEDGMENTS to deed shall be paid by Seller, and all required state and local REALTY TRANSFER TAXES paid by 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.
7. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances; gas, electric, heating, plumbing, water and water softening plants, fixtures and systems; cook stoves attached to gas or water systems; laundry tubs; radio and television aerials; storm doors and windows, screen doors and fitted window screens; roller and venetian blinds; and any other articles permanently affixed to the property-except \_\_\_\_\_  
\_\_\_\_\_.
8. Attached hereto is a Present Owner Lien Search on the property. The mortgage listed thereupon shall be paid by Seller at settlement. The UCC Financing statement and school tax for 2024-2025 listed thereupon relate to obligations that have already been paid. The UCC Financing statement will be terminated prior to settlement. The lien search lists various items to be provided by Seller. Items 1.a. (Short Certificate) and 1.b. (Affidavit) will be provided at closing, with item 1.a. containing the estate file number referenced in 1.e. Item 1.d. will be inapplicable. Item 1.c.(Proof of Pennsylvania Inheritance Tax payment) will be provided by Seller subsequent to closing. Purchaser may elect to have up to 4.5% of the purchase price held in escrow by either Purchaser's Title Insurance Company or Seller's attorney, to be released to Seller upon provision of item 1.c.
9. POSSESSION shall be given to the Purchaser at settlement.
10. The Seller will continue in force the present homeowner insurance (with Erie Insurance Group extended coverage), in the amount of \$341,000.00 for dwelling and \$68,200.00 for other structures, until delivery of deed or possession to the purchaser (whichever shall first happen), and in case of fire or other loss will credit on account of the purchase price any insurance collected for the loss, or, if the insurance shall not have been paid by time of settlement, will assign the Seller's right to the insurance proceeds to the Purchaser.
11. The Seller reserves the right to reject any or all bids.
12. The said time for settlement and all other times referred to for the performance of any of the obligations of this Agreement are hereby agreed to be of the essence of this Agreement.
13. The property is sold on an as-is basis, without warranty of its physical condition, including but not limited to the condition of any land, structure, fixture and/or improvement.

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



I, \_\_\_\_\_, 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.

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)  
SELLER

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 (\$ \_\_\_\_\_)(my bid plus a 3% buyer's premium); 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 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: hereby waiving all irregularities, notice, leave of court, present or future exemption laws, and right of appeal.

I/We acknowledge receipt from the Seller of the following title documents:

Witness my/our hand/s and seal/s this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed in the presence of: \_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)  
PURCHASER

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

RECEIPT

Received of Purchaser on above date, as down money on account of the above purchase price, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.\_\_)

\_\_\_\_\_  
Seller/\_\_\_\_\_, on behalf of  
Seller

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SURETIES AGREEMENT

I/WE \_\_\_\_\_, intending to be legally bound, and in consideration of the Seller agreeing to sell the property to the above-named Purchaser without payment of down money, hereby become surety for payment of the above purchase price and compliance with the foregoing Conditions of Sale by said Purchaser.

Signed in the presence of: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
PURCHASER

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

JUL 13 1998

P.5

RECEIVED JUN 19 1998

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998049608

27.008m

This Indenture

Made the 3rd day of April, 1998, by and between, Marvin H. Espenshade and Paula F.

Madden, Grantor,

and

Marvin H. Espenshade, having an address at 105 Lake Road, Elizabethtown, PA 17022,

Grantee.

Witnesseth, that the said Grantor, in consideration of \$13,450.00

Dollars, in hand paid, does grant, bargain, sell and convey unto the said Grantee, their heirs and assigns,

ALL THAT CERTAIN lot or tract of land situated in Mount Joy Township, Lancaster County, Commonwealth of Pennsylvania, as shown on a plan prepared by ACT ONE Consultants, Inc. dated January 21, 1993 and recorded in Plan Book J-182, and being more particularly bounded and described as follows, to-wit:

BEGINNING at an iron pin set along the Southern side of Lake Road (a private drive), said pin being North sixty-four (64) degrees fifty-eight (58) minutes forty-seven (47) seconds East, ninety-three and sixty-four hundredths (93.64) feet from an iron pin set at the Southeastern corner of the intersection of Old Hill Road and Lake Road, said pin being the Northwest corner of Lot No. 2 on the previous mentioned plan; thence along the Southern side of Lake Road the following two courses and distances; North sixty-four (64) degrees fifty-eight (58) minutes forty-seven (47) seconds East, fifty and forty-one hundredths (50.41) feet to a pin found North forty-eight (48) degrees thirty-six (36) minutes eleven (11) seconds East, ninety-eight and twenty-five hundredths (98.25) feet to a pin found; thence by land now or formerly of Charles G. Jr. and Edna J. Bailey, his wife, South forty-one (41) degrees ten (10) minutes thirty-two (32) seconds East, two hundred thirteen and twenty-four hundredths (213.24) feet to a concrete monument found; thence by land now or formerly of Michael A. and Borna M. Rydock, South forty-one (41) degrees forty-three (43) minutes twenty-nine (29) seconds East, sixty-four and sixty-five hundredths (64.65) feet to a concrete monument found; thence by land now or formerly of Donald L. Foremen and Roberta L. Dupler, and John C. & Elaine M. Neldigh, South sixty-five (65) degrees twenty-three (23) minutes zero (0) seconds West, one hundred eighty-five and sixty hundredths (185.60) feet to an iron pin set; thence by Lot No. 3 and Lot No. 2 of the aforementioned plan the following courses and distances; North thirty-seven (37) degrees twenty-two (22) minutes nine (9) seconds West, forty-five and fourteen hundredths (45.14) feet to a pin; thence North twenty-nine (29) degrees fifty-eight (58) minutes twenty-seven (27) seconds West, fifty-eight and sixty-four hundredths (58.64) feet to a pin; thence North thirty-four (34) degrees twenty-two (22) minutes twenty-nine (29) seconds West, one hundred thirty-seven and five hundredths (137.05) feet to a pin, the Place of Beginning.

with the appurtenances: To have and to hold the same unto and for the use of the said Grantee, their heirs and assigns forever, and the said Grantor, for its successors and assigns hereby covenants and agrees that it will warrant generally the property hereby conveyed.

RECORDED OR FILED  
98 JUL 13 PM 12:28  
RECORDER OF DEEDS  
LANCASTER, PA.

W: 50 RF 1300 AH 1150 TOT 21100  
DIST 460 MAP 7C 15 BLK 1 LOT 3

5816 0156

Upper Mt. Joy Twp.  
E-town Area School

TAXES	
Pa.	634.50
Local	317.25
Local	317.25

NOTICE: THIS DOCUMENT MAY NOT/DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1937, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.)

Witness the hand(s) and seal(s) of the said Grantcr.

WITNESS:

*[Signature]*  
\_\_\_\_\_

*[Signature]*  
Marvin H. Espenshade

*[Signature]*  
My Commission expires 8/1/94

*[Signature]*  
Paula F. Madden

**NOTICE:** THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, IS/ARE FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966, AS AMENDED 1980, OCT. 10, P.L. 874, NO. 156 §1.

WITNESS:

*[Signature]*  
\_\_\_\_\_

*[Signature]*  
Marvin H. Espenshade

I Certify This Document To be  
Recorded in Lancaster Co. Pa.



STEVE McDONALD  
Recorder of Deeds

07/13/98 12:27PM 011#6415	AXX
PA TAX	\$634.50
07/13/98 12:27PM 011#6415	AXX
LOCAL TX	\$317.25
07/13/98 12:27PM 011#6415	AXX
LOCAL TX	\$317.25

State of Pennsylvania )  
 ) ss:  
County of Montgomery )

On this, the 3RD day of April, 1998, before me, the undersigned authority, personally appeared, Paula F. Madden Marvin H. Espenshade known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In Witness Whereof, I have hereunto set my hand and official seal.

Notarial Seal  
Linda L. DeMedio, Notary Public  
Springfield Twp., Montgomery County  
My Commission Expires May 7, 2001  
Member, Pennsylvania Association of Notaries

[Signature]

Notary Public  
My Commission Expires:

**CERTIFICATE OF RESIDENCE**

I hereby certify that the precise residence of the Grantee herein is  
105 Lake Road Elizabethtown PA 17022

[Signature]

Commonwealth of Pennsylvania )  
 ) ss:  
County of \_\_\_\_\_ )

Recorded on this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, in the Office of the Recorder of Deeds of said County, in Deed Book Volume \_\_\_\_\_, Page \_\_\_\_\_.

Given under my hand and the seal of the said office the day and year aforesaid.

\_\_\_\_\_  
Recorder

5816 0158

Recorded \_\_\_\_\_ Number \_\_\_\_\_

# Deed

Volume \_\_\_\_\_ Page \_\_\_\_\_

From

Marvin H. Espenshade and  
Paula F. Madden

TO

Marvin Espenshade

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ADVANCED  
Mortgage Settlement Services Corp.  
1100 Washington Avenue  
Suite 302  
Carnegie PA 15106  
(412) 278-2500





131 Centerville Road, Lancaster, PA 17603  
Phone: 717-293-9760

### PRESENT OWNER LIEN SEARCH

This information as set forth herein covers **April 18, 1995 TO July 15, 2024** and was collected from the public record available in Lancaster County Courthouse. The within report is not provided and should not be used as a report, certification or opinion concerning title to any real or personal property. The report recipient agrees to hold harmless Landmark Abstract from any claim or loss resulting from use of the within report or any of the information contained therein.

**APPLICANT:** Gwen Konrad  
Vanormer & Stephenson, PC  
344 South Market Street, Suite 101  
Elizabethtown, PA 17022

**FILE NO.:** LMA24-39330KBR

**PRESENT OWNER:** Estate of Marvin H. Espenshade, deceased

**PREMISES:** 105 Lake Road, Elizabethtown, PA 17022  
Mount Joy Township (Upper), Lancaster County

#### SOURCE OF TITLE:

BEING THE SAME PREMISES which Marvin H. Espenshade and Paula F. Madden by deed dated April 3, 1998 and recorded July 13, 1998 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania in Record Book 5816, Page 156, granted and conveyed unto Marvin H. Espenshade, his heirs and assigns.

AND THE SAID Marvin H. Espenshade died March 23, 2024 leaving a Last Will and Testament dated September 26, 1985 duly probated April 16, 2024 and remaining of record in the Register of Wills Office in and for Lancaster County, Pennsylvania to Probate No. 2024-00929 wherein he appointed Darrell N. Vanormer, Jr., Executor to whom Letters Testamentary were granted.

#### TAX ASSESSMENT RECORDS:

PARCEL IDENTIFICATION NO.: **460-05762-0-0000**  
ASSESSED LAND VALUE: **\$67,700.00**  
ASSESSED IMPROVEMENT VALUE: **\$142,900.00**

**THE LIABILITY OF THIS INFORMATION IS LIMITED TO THE COST OF THE SEARCH**

**MORTGAGES:**

1. NOTICE: If any of the below mortgages are for a line of credit, open-end or future-advance type loan, proof must be furnished at closing to Company that said Account has been closed and the mortgage will be satisfied of record, or that the mortgage is being subordinated of record to the insured mortgage.
2. MORTGAGE: \$157,600.00 - Marvin H. Espenshade TO "MERS" Mortgage Electronic Registration Systems, Inc., MERS is a separate Corporation that is acting solely as a nominee for Embrace Home Loans, Inc. dated July 30, 2013 and recorded August 7, 2013 in Instrument No. 6096865.

**SECURED TRANSACTIONS:**

1. UCC FINANCING STATEMENT: Marvin H. Espenshade, Debtor and Advantage Alliance Pro LLC, Secured Party entered and filed January 8, 2024 to Instrument No. 6767966.

**SUITS:**

NONE

**JUDGMENTS:**

NONE

**TAX LIENS:**

NONE

**DELINQUENT TAXES:**

NONE

**OTHERS:**

1. TO BE PRODUCED: ESTATE OF MARVIN H. ESPENSHADE, DECEASED:
  - a. Proof of grant of Letters Testamentary or Administration to Darrell N. Vanormer, Jr..
  - b. Proof by Affidavit that there has been no intervening termination of authority of personal representative.
  - c. Proof of payment of inheritance taxes due the Commonwealth of Pennsylvania.
  - d. Proof of payment (If required) of Estate Taxes due the United States.
  - e. Estate filed to No. 2024-00929.
2. Deed into insured to contain a Fiduciary Warranty.

**EASEMENTS, MISCELLANEOUS TITLE OBJECTIONS, GROUND RENTS, AND UNRECORDED DEEDS:**

1. Payment of School tax for 2024-2025.

**Landmark Abstract**

BY: Charles Needler  
Title Examiner

DATED: 8/6/2024

**THE LIABILITY OF THIS INFORMATION IS LIMITED TO THE COST OF THE SEARCH**