

CONDITIONS OF SALE

THE CONDITIONS of the present public sale for property being offered for sale by Dean G. and Betty Jane W. Miller, held this 9th day of July, 2022, are as follows:

1. The property to be sold is ALL THAT CERTAIN tract or piece of land being known as 504 Dogwood Dr., York, Pennsylvania, as per attached legal description.
2. The highest bidder shall be the Purchaser (both Seller and Purchaser, whether one or more, are designated throughout these Conditions of Sale in singular masculine form) 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 ten (10%) percent of the Purchase Money in form satisfactory to 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. The balance of Purchase Money shall be paid at settlement to be held at the office of Nikolaus & Hohenadel, LLP, 222 South Market Street, Suite 201, Elizabethtown, Pennsylvania, on or before June 14, 2022 (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 special warranty deed prepared at the Purchaser's expense, good and marketable fee simple 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, encroachments of any kind within the legal width of public highways,

and any and all rights of way and easements visible upon the ground or which appear in the chain of title to said property and on the recorded Subdivision Plan.

The Seller represents (I) that there are no pending and unsettled eminent domain proceedings, no appropriations by the filing of State Highway plans in the Recorder's Office, and no uncomplained-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, except those which are apparent upon reasonable physical inspection of the premises and which appear in the chain of title to said premises; and (iii) that this property is believed, but not guaranteed to be, zoned "residential".

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 the deed shall be paid by Seller, and all required state and local Realty Transfer Taxes shall be paid by the Purchaser.

(b) Real Estate Taxes shall be apportioned to date of settlement on a fiscal year basis.

(c) There is a well and on site septic system servicing this property.

(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. All closing costs, document preparation, fees and expenses of settlement shall be paid by the Purchaser.

6. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances; electric, heating, plumbing, lighting, water, and systems; laundry tubs; radio and televisions 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 the following which will not be sold with the real property: _____
_____.

7. Possession shall be given to the Purchaser at settlement.

8. The property is being sold under reserve and therefore Seller reserves the right to reject any or all bids.

9. If a survey of the property is either desired or required, it shall be ordered and paid for by the Purchaser.

10. 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.

11. Purchaser acknowledges having received a Seller's Property Disclosure and further expressly acknowledges that he is purchasing the property in an AS-IS condition, without any express or implied warranty, guaranty, or representation concerning, but not limited to: the quality, condition, construction, or value of the property or any of its operating systems.

12. MISCELLANEOUS.

(a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs and assigns; however may not be assigned by Purchaser without the written consent of the Seller.

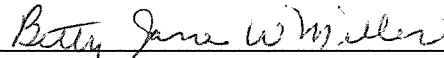
(b) This is the entire Agreement between the parties hereto encompassing all matters agreed upon or understood in this transaction. Purchaser agrees that other than as herein expressly set forth, there are no other terms, conditions, understandings, obligations, covenants,

representations or statements, oral or written, of any kind whatsoever. This Agreement shall not be altered, amended or changed except by written agreement signed by all of the parties.

(b) Time is of the essence for each and every provision of this agreement.



Dean G. Miller



Betty Jane W. Miller

ALL that certain tract of land, with any improvements thereon erected, situate, lying and being in the **Township of Hellam**, County of York and Commonwealth of Pennsylvania, bounded and described in accordance with a Subdivision Plan called Final Plan Section IV, "Laurel Estate", prepared by Stallman & Stahlman, Inc. York, Pennsylvania, dated October 30, 1986 and recorded in the Office of the Recorder of Deeds in and for York County, Pennsylvania, on November 23, 1987 in Plan Book II, Page 55, being Lot No. 35 known as 504 Dogwood Drive, as follows:

BEGINNING at a point in the centerline of Dogwood Drive at the Southwest corner of Lot No. 36; thence continuing along Lot No. 36, North seventy-six (76) degrees sixteen (16) minutes zero (00) seconds East, three hundred ninety-seven and ninety-four hundredths (397.94) feet to a point at lands now or formerly of R.C. Couker and H.E. McPherson; thence continuing along lands of same, South sixteen (16) degrees seven (07) minutes forty (40) seconds East, three hundred fifty-five and fifty-seven (355.57) feet to a point at lands of same; thence continuing along lands of same and lands now or formerly of R. Druck, South sixty (60) degrees thirty-six (36) minutes fifty-four (54) seconds West, three hundred sixty-five and ninety-nine hundredths (365.99) feet to a point at the Southeast corner of Lot No. 32; thence continuing along Lot No. 32, North forty-nine (49) degrees thirty-nine (39) minutes zero (00) seconds West, two hundred sixty-one and forty-nine hundredths (261.49) feet to a point in the centerline of Dogwood Drive; thence continuing along the centerline of Dogwood Drive by a curve to the left having a radius of two hundred twenty-five feet and no hundredths (225.00) feet, an arc distance of two hundred twelve and thirty-eight hundredths (212.38) feet, for a chord bearing North thirteen (13) degrees eighteen (18) minutes thirty (30) seconds East, two hundred four and fifty-nine hundredths (204.59) feet to a point; thence continuing along the centerline of Dogwood Drive, North thirteen (13) degrees forty-four (44) minutes zero (00) seconds West, sixty and no hundredths (60.00) feet to the point and place of **BEGINNING**.

BEING the same premises which James A. Chapman and Judith H. Chapman, husband and wife, by Deed dated July 5, 2012, and recorded July 9, 2012, in the Office of the Recorder of Deeds in and for York County, Pennsylvania, in Record Book 2182, Page 132, granted and conveyed unto Dean G. Miller and Betty Jane Welch n/k/a Betty Jane Miller, Grantors herein.

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