

# 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 **584 Beverly Road, Township of Mount Joy, 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 31, 2023**, (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 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, 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 **Agricultural**.

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) 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

**Koi pond, pump, and any fish that remain on the date of the sale shall remain with the property in an "as-is" condition. Seller makes no warranty as to the existence of any fish or the care of the pond from the date of the auction until the time of settlement.**

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.

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

\_\_\_\_\_ (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. Purchaser acknowledges receipt of a copy of Seller's Disclosure of Information and Acknowledgment concerning lead-based paint and lead-based paint hazards attached hereto and incorporated herein by reference and waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

12. The premises being sold at this public sale is being sold "as is".

13. **Buyer's Premium**. In addition to the purchase price, as agreed upon by the parties, Buyer shall be responsible for a three percent (3%) Buyer's Premium to be paid by Buyer to the auctioneer at settlement.

14. 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  
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Shigeko Smith

# 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 17<sup>th</sup> day of December 2022.

\_\_\_\_\_  
\_\_\_\_\_

## RECEIPT

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

\_\_\_\_\_ Dollars (\$\_\_\_\_\_).

## LEGAL DESCRIPTION

**ALL THAT CERTAIN** tract of land with the improvements known as 584 Beverly Road, thereon erected, situated in Mount Joy Township, Lancaster County, Pennsylvania, bounded and described as follows:

**BEGINNING** at a stone in Beverly Road, a public road; thence by land now or late of Joseph B. Huntzberger, South 22½ degrees East, 47.3 perches to a stone; thence by land now or late of Abraham Risser Estate, South 61½ degrees West, 35.0 perches to a stone; thence by land now or late of Moses Ebersole, North 28<sup>3/4</sup> degrees West, 23.6 perches to a hickory tree; thence by the same, North 15½ degrees West, 26.4 perches to a stone; and North 65½ degrees East, 34.8 perches to the place of BEGINNING.

**CONTAINING** 10 acres and 151.0 perches more or less.

**EXCEPTING THEREFROM** those certain three tracts or parcels of land conveyed to Martin K. Heistand and Elizabeth S. Heistand, husband and wife, as follows:

- 1) To Joseph Propopchak, et ux., containing approximately 2.11 acres, more fully bounded and described in Deed Book U, Volume 42, Page 44;
- 2) To Kenneth Ebersole, et ux., containing .715 acres, more fully bounded and described in Deed Book G, Volume 42, Page 67; and
- 3) To Kenneth Ebersole, et ux., bordering on three sides the tract described above in aforesaid Deed Book G-42-67 and extending 40 feet on the eastern and western sides of said tract and to a depth of 310 feet, as more fully bounded and described in Deed Book P, Volume 56, Page 424.

**BEING THE SAME PREMISES** which David A. Smith and Elizabeth H. Smith, mother and son, by deed dated September 4, 1997, and recorded September 9, 1997, in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania in Record Book 5455, Page 631, granted and conveyed unto David H. Smith and Shigeko Smith, husband and wife, their heirs and assigns.