

CONDITIONS OF SALE FOR REAL ESTATE AT AUCTION

The property, being known as 2250 Foxianna Rd., Middletown, PA (Londonderry Twp.), Dauphin County, PA 17057 ("Property"), is being offered for sale by public auction this 6th day of April 2023 by **The Estate of Margaret L. Szymborski/Margaret Lois Szymborski, James W. Szymborski, Executor AND Sandra Louise Wizar**, hereinafter referred to as SELLER, upon the following terms and conditions:

1. The Seller reserves the right to, if necessary, adjourn the sale from time to time.
2. The highest bidder shall be declared by the auctioneer to be the Purchaser and shall immediately sign the Conditions of Sale for Real Estate at Auction. If any dispute arises among bidders, the Property may immediately be offered for renewal of bidding or withdrawn at the Seller's discretion.
3. Title to be conveyed shall be good and marketable and such as in insurable at standard rates by a title insurance company licensed to do business in Pennsylvania. Title to the Property shall be free and clear of liens and encumbrances, but subject to zoning regulations, subdivision regulations, restrictions, easements and rights-of-way of record and apparent rights of way. There is no guarantee or warrant as to the precise area to be conveyed. Please be advised that the Dauphin County tax map is not an accurate depiction of the Property and should not be relied upon-please refer to the recorded Corrective Deed and recorded Easement for an accurate legal description of the Property. The deed conveying the Property shall be a Special Warranty/fiduciary deed from the Seller. In the event that good title cannot be conveyed, Purchaser shall have the option of taking title as the Seller can provide, in which case the Purchase Price may be reduced by an amount as mutually agreed to by the parties or Purchaser shall declare the agreement null and void, in which case Purchaser shall receive the deposit monies returned to him/her.
4. The Property is being sold "AS IS" without warranty, guarantee, or representation as to condition, fitness or permitted use of the land, fixtures, equipment or improvements. No sale shall be invalidated, nor any refund, compensation or damages be paid by reason of any matter relating to condition, fitness or permitted use nor by reason of any defect to the Property. It is understood that the Purchaser(s) have inspected the Property and that he/she/they have agreed to purchase it as a result of such inspection and not because of or in reliance upon any representation of other

communication made by the Seller, Seller's agent, auctioneer, or agents and employees of auctioneer. All plumbing, heating, and lighting fixtures and systems appurtenant thereto and forming a part of, together with screens, shades, blinds, awnings, if any, together with such other personal property specifically, listed herein, and all trees, shrubbery, and plants now in or on the Property herein intended to be conveyed unless specifically excepted in this agreement, are included in this sale and purchase price and shall become the property of the Purchaser at the time of settlement without further documentation. All personal property is being sold in its "as is" condition. All personal property remaining on the premises at time of settlement is the responsibility of the purchaser.

5. The high bid for said property shall be in the amount of \$_____ Dollars payable from the Purchaser to the Seller as follows:

a. Purchaser shall pay a buyer's premium of three percent (3%) in addition to the high bid, which combined shall be the Purchase Price;

b. A deposit of ten percent (10%) of the Purchase Price is payable upon execution of this Agreement and said sums shall be retained in escrow by Cunningham, Chericoff & Warshawsky, P.C. until settlement ("Deposit"); and

c. The balance of the Purchase Price is due at closing payable by certified check/wire transfer at the time of settlement.

6. Final settlement shall be held on or before forty-five (45) days from date of auction at a location designated by the Seller. Deed to the Property shall be tendered and possession given at final settlement. Should the Purchaser(s) fail to complete the purchase within time frame herein set forth by paying the balance of the purchase price, the seller, at the seller's option, may either retain the Deposit as liquidated damages and resell the premises or may pursue its remedies at law or equity.

7. At final settlement, all state and local realty transfer taxes shall be paid by the Purchaser(s). All other annual taxes, water and sewer rental, if any, and other quarterly or annual charges upon the premises, shall be apportioned at the time of settlement to the date of settlement. All title searches, title insurance, and recording expenses shall be paid by the Purchaser and if a survey, purchaser's warranty should be desired/required, the Purchaser shall pay the cost of same. Purchaser and Seller shall each pay their own attorney fees.

8. Seller shall bear the risk of loss or damage to the property from fire and other casualty until time of settlement. In the event of any damage to the Property caused by fire or other casualty, the Purchaser(s) shall have the option of rescinding the Agreement and promptly be refunded the Deposit or accepting the Property in its then condition with the proceeds of any insurance recovery obtained by the Seller. Purchaser(s) may insure their equitable interest in the Property at their cost, as of the time of the acceptance the Agreement.

9. These conditions of sale shall be binding upon the respective heirs, executors, administrators, and successors of the parties hereto and are to be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, with exclusive venue in Dauphin County.

10. Time shall be of the essence of this Agreement, unless otherwise extended by mutual consent of the parties in writing.

11. All parties hereby acknowledge receipt of a fully-executed copy of the Agreement and the Seller's Property Disclosure Statement and Lead Based Paint Disclosure Addendum.

12. Before Purchaser is obligated to purchase a residential dwelling building prior to 1978, Purchaser has the option to conduct a risk assessment and/or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards. **BY THIS AGREEMENT, PURCHASER EXPRESSLY WAIVES THE RIGHT TO THIS INSPECTION.**

13. This Agreement shall not be assigned by the Purchaser without prior written consent by the Seller, in Seller's sole discretion.

14. This Agreement contains the whole agreement between the Seller and the Purchaser.

15. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania. All obligations of the parties created under the Agreement are performable in the Commonwealth of Pennsylvania.

SIGNATURE PAGE FOLLOWS

TOTAL PRICE

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