

# CONDITIONS OF SALE

The conditions of the present public sale are as follows:

1. The property to be sold is a tract of improved land, which is known and addressed as 150 Race Street, Conoy Township, Lancaster County, Pennsylvania (and identified as Parcel ID No. 130-08890-0-0000), as more fully described on Exhibit A, attached hereto and incorporated herein by reference (the "Property"). The Property is improved with a single-family dwelling and related appurtenances.

2. The highest approved bidder shall be the Purchaser upon the Property being struck off to him; and the Purchaser shall immediately thereafter sign the Purchaser's Agreement on these Conditions of Sale, and pay down ten percent (10%) of the Purchase Money, as security for the performance of this Agreement, and such amount shall be paid by check in U.S. Dollars and immediately available funds. If any dispute arises among bidders, the Property shall immediately be put up for renewal of bidding. The Auctioneer may recess the auction and may use discretion with respect to the minimum amount by which the bidding may advance. The Seller reserves the right to withdraw the Property from sale for want of a sufficient bid equal to a reserve price, and without declaring the amount of such reserve price. As used herein, "Purchase Money" shall mean (i) the amount of the bid by the highest approved bidder plus (ii) any buyer's premium on such bid, which is three percent (3%) of the bid amount.

3. BALANCE OF PURCHASE MONEY shall be paid at SETTLEMENT to be held in Lancaster County, Pennsylvania at the office of the Purchaser's attorney or title company on or before thirty (30) days following the date of the auction (unless some other time or place shall hereafter be agreed upon by the Seller and the Purchaser), upon which payment the Seller shall convey to the Purchaser by deed prepared at Purchaser's expense, title to said Property, free and clear of all liens and encumbrances not noted in these Conditions, but subject to any existing easements, both visible and recorded, building or use restrictions of record (including any restrictive covenants of record), zoning or land subdivision ordinances, other municipal ordinances, encroachments of any kind within the legal width of public highways, or public utility rights-of-way, as well as all other matters of record to the extent legal and still in full force or effect. Time is of the essence in this Agreement.

4. At Settlement, the Property shall be in substantially the same condition as at present, except for (a) ordinary reasonable wear and tear, (b) damage which occurs after possession has been given to the Purchaser, or (c) any taking by eminent domain or damage by casualty.

5. The Property is zoned VC-Village Center, pursuant to the zoning ordinances of Conoy Township, and has been used as a residence, but is currently unoccupied.

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

7. Acknowledgments to deed shall be paid by the Seller, and all required state and local realty transfer taxes shall be paid by the Purchaser.

- a. Real estate taxes shall be apportioned to date of Settlement or prior delivery of possession on a fiscal year basis.
- b. Purchaser shall pay all expenses related to title insurance and all other expenses of the conveyances.
- c. Sewer and water charges shall be apportioned to date of Settlement.
- d. Purchaser shall reimburse Seller for heating oil and/or other heating fuel remaining at the time of Settlement, if any. The reimbursement amount shall be the then-current price per gallon of the heating oil or fuel as determined by Seller, multiplied by the total amount of gallons remaining at the time of Settlement, as determined by Seller.

8. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances, gas, electric, heating, plumbing, lighting and water fixtures and systems, and any articles permanently affixed to the Property. All appliances at the Property on the date of the auction, as well as personal property, furnishings, and moveable property on the date of settlement are included in the sale and are being sold in their AS-IS, WHERE-IS condition, as further set forth in Paragraph 11, below.

9. Possession shall be given to the Purchaser at Settlement.

10. The Seller reserves the right to reject any or all bids.

11. The Property being sold at this public sale is being sold "AS IS" in its present condition with all faults and without any representations, warranty, express or implied, with respect to the condition thereof, unless otherwise specified herein. This sale is not contingent upon desire of the Purchaser, or requirement of the Purchaser's mortgagee, that there be satisfactory 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. No agent or representative of the Seller is authorized to make any statement or representation as to quality, character, or condition of any property offered at this sale, and any representation or statement made by any agent or representative of the Seller will not be binding on the Seller or considered as grounds for any claim, adjustment or rescission of any sale. **IT IS SPECIFICALLY ACKNOWLEDGED THAT PURCHASER SHALL PURCHASE THE PROPERTY SUBJECT TO AND INCLUDING ALL PERSONAL PROPERTY, FURNISHINGS, AND OTHER MOVEABLE PROPERTY LOCATED ON THE PROPERTY AT THE TIME OF SETTLEMENT. SELLER RESERVES THE RIGHT TO REMOVE ANY OR ALL PERSONAL PROPERTY, FURNISHINGS, AND OTHER MOVEABLE PROPERTY LOCATED ON THE PROPERTY PRIOR TO SETTLEMENT IN ITS SOLE DISCRETION. ALL PERSONAL PROPERTY, FURNISHINGS, AND OTHER MOVEABLE PROPERTY LOCATED ON THE PROPERTY AT THE TIME OF SETTLEMENT WILL BE SOLD IN ITS AS-IS, WHERE-IS CONDITION WITH ALL FAULTS.**

- a. The Seller has not had the Property or the interior of any improvements thereon, including the residence, tested for the presence of radon gas 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 quantities. This sale is not conditioned in any way upon satisfactory tests having been made prior to Settlement.
- b. It is understood that the Purchaser has inspected the Property, or hereby waives the right to do so, and has agreed to purchase it as a result of such inspection and not because of or in reliance upon any representation not included herein, whether made by the Seller or any other representative of the Seller, or by an agent, if any, of the Seller or the Purchaser or both.

12. The Purchaser hereby releases, quitclaims and forever discharges the Seller from any and all claims, losses or demands, including, but not limited to personal injuries and property damage and all of the consequences thereof, whether now known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazards, environmental hazards, any defects or deficiencies in the sewer or water service system, any code violations, or any defects or conditions on the Property. This release shall survive Settlement.

13. The Seller has completed a Lead-Based Paint Disclosure Statement with respect to the Property, and has made it available prior to this sale. **The Purchaser acknowledges receipt of a copy of this Disclosure Statement. The Purchaser further acknowledges that the Purchaser has not received and is not required to receive a Seller's Property Disclosure Statement. The Real Estate Seller Disclosure Law, 68 Pa. C.S.A. Sections 7301 - 7315, exempts transfers by a fiduciary in the course of administration of a decedent's estate, guardianship, conservatorship or trust from the requirement that a seller of residential real estate complete a Seller's Property Disclosure Statement.**

Purchaser's Initials: \_\_\_\_\_

14. The Property is served by public water and public sewer.

15. The Purchaser shall be responsible for any written notice served upon the Seller, and for any work done or ordered to be done upon or about the Property, after the date of the Purchaser's Agreement on these Conditions of Sale by any municipal or other public authority. In addition, the Purchaser shall be responsible for obtaining any certifications, inspections or licenses from the appropriate municipal departments that may be required by law, any fees or costs in connection therewith, and any corrections or improvements to the Property required in order to obtain such certifications, inspections or licenses.

16. 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 the present Purchaser's 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.

17. 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.

18. The Purchaser shall bear the risk of loss in the event of casualty or damage to the Property from any cause prior to Settlement and is advised that it may carry insurance on the Property. Seller will maintain present fire insurance coverage until Settlement and in case of loss will credit on account of the purchase price at Settlement any insurance collected or collectable therefore, less any amounts necessary to reimburse Seller for costs incurred in maintaining/repairing the Property as a result of such casualty. In the event of any taking by eminent domain, Purchaser shall be entitled to any proceeds received by Seller for such taking.

**SELLER:**

**ESTATE OF RICHARD H. MCNAUGHTON, JR.**

By: \_\_\_\_\_  
Stephen R. McNaughton, Co-Administrator

By: \_\_\_\_\_  
Jason A. McNaughton, Co-Administrator

**PURCHASER'S**  
**AGREEMENT**

I/We, \_\_\_\_\_, intending to be legally bound, agree to purchase the real estate described in the foregoing Conditions, subject to said Conditions, for the sum of \$ \_\_\_\_\_

Witness my/our hand/s and seal/s this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Signed in the presence of:

Purchaser(s):

\_\_\_\_\_

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

Print name: \_\_\_\_\_

Telephone Number \_\_\_\_\_

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

Print name: \_\_\_\_\_

Telephone Number \_\_\_\_\_

**RECEIPT**

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

**SELLER:**

**ESTATE OF RICHARD H. MCNAUGHTON, JR.**

By: \_\_\_\_\_  
Stephen R. McNaughton, Co-Administrator

By: \_\_\_\_\_  
Jason A. McNaughton, Co-Administrator

EXHIBIT A

Legal Description for Property

All THAT CERTAIN lot or piece of land on which is erected a two story and attic frame dwelling house, frame stable and other improvements erected thereon, situated on the North side of Race Street, in the Village of Bainbridge, Township of Conoy, County of Lancaster and Commonwealth of Pennsylvania, bounded and described as follows:

CONTAINING in front on said Race Street, fifty (50') feet extend- in depth of that width one hundred ninety-nine (199') feet, more or less, to Trapp Alley.

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BOUNDED on the Northwest by Trapp Alley; on the Northeast by Lot No. 42 on a plan of Bainbridge, property now or late of Donald Fogie and Doris J. Fogie, husband and wife; on the Southeast by Race Street and, on the Southwest by Lot No. 40 on the aforesaid plan of lots, property now or late of Stephen L. Moore and Mary Ann Moore, his wife

BEING Lot No. 41 on the plan of Bainbridge.

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