

CONDITIONS OF SALE

The Conditions of the present public sale are as follows

1. The property to be sold

947 Hampden Road, Elizabethtown, PA 17022

Deed reference: Book 2229, Page 00695

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 **VanOrmer & Stephenson, P.C., 344 S. Market St., Suite 101, Elizabethtown, PA 17022 on or before July 23, 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, 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, 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.

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 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.

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

6. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances; gas, electric, heating, plumbing, water and water softening plants, fixtures and systems; kitchen stove; 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.

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

8. The Seller will continue in force the present fire insurance (with **State Farm** extended coverage), in the amount of **\$290,000.00** 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.

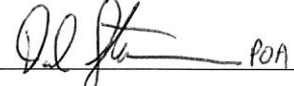
9. (a) The Seller reserves the right to reject any or all bids.

(b) Subject to Liens, Easements and Reservations, as shown on an attached title report. Mortgages listed will be paid by Seller prior to or at Settlement.

10. 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.

11. 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.

I, Robert C. Martini, 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.

 POA _____ (SEAL)
ROBERT C. MARTINI, BY AND THROUGH
DANIEL A. STEINHEILBER, ESQ., POA _____ (SEAL)
SELLER