

## CONDITIONS OF SALE

These are the Conditions of this public sale.

1. **The Property.** The property to be sold is a lot containing approximately 0.24 acres, more or less, with improvements, known as 2132 Kentwood Drive, Manheim Township, Lancaster County, Pennsylvania and described on the attached Exhibit A.
2.
  - a. Inclusions. Everything that is permanently attached to the Property is included in the sale unless otherwise provided in these Conditions. The stove, dishwasher, window treatments, shed, and ceiling fan in the porch are included with the sale.
  - b. Exclusions. The refrigerator, washer, dryer, and all free-standing lights/lamps are excluded from the sale.
2. **Zoning.** The property is located in the R-2 Residential Zoning District.
3. **Bidding.** The high bidder will be the Purchaser when the Auctioneer announces that the Property is sold. The high bidder shall immediately, or within two (2) business days after the public sale if the high bidder purchases telephonically and/or online, sign the Purchaser's Agreement in these Conditions of Sale and pay down ten percent (10%) of the purchase money as security for performance under these Conditions of Sale. The down payment shall be paid to Seller's attorneys Gibbel Kraybill & Hess LLP. If any dispute arises among bidders, the Property may be offered for renewal of bidding. The Seller reserves the right to reject bids.
4. **Buyer's Premium.** A three percent (3%) Purchaser's premium will be added to the final purchase price.
5. **Settlement.** The balance of the purchase money shall be paid at settlement at a title company or law firm of the Purchaser's choice on or before Monday, October 16, 2023 (unless another time or place is agreed upon by the Seller and Purchaser).
  - a. Title. Upon such payment the Seller shall convey to the Purchaser, by Deed prepared at the Purchaser's expense, good and marketable title to the Property, free of all encumbrances not noted in these Conditions, but subject to building and use restrictions, ordinances, easements of roads, rights of public service companies, and easements, rights, or other non-monetary encumbrances either of record or visible upon inspection.
  - b. Condition of Property. At settlement the Property shall be in substantially the same condition as at present, except for: (1) damage caused by act of nature, fire or vandalism; (2) damage that occurs after possession has been given to Purchaser; (3) any taking by eminent domain; and (4) ordinary wear and tear. Purchaser's opportunity to view or inspect the Property prior to or on the day of the public sale shall be in lieu of any subsequent view, inspection, or walk-through, and by signing the at-

tached Purchaser's Agreement, Purchaser expressly waives the right to any such inspection or walk-through at any time after the execution of the Purchaser's Agreement. The Property is sold AS IS and Seller makes no other warranty as to the condition of the Property. The Seller has no knowledge of any environmental hazard.

- c. Insurance. Seller will continue the present fire insurance coverage until settlement and will promptly pay to Purchaser any insurance proceeds received for damage that occurs after the sale.
  - d. Formal tender of Deed and purchase money are waived.
  - e. Realty Transfer Taxes shall be paid by Purchaser.
  - f. Real Estate Taxes and Utilities. Real estate taxes shall be apportioned to the date of settlement or any earlier delivery of possession on a fiscal year basis. Utilities, if any, will be transferred out of Seller's name as of the date of settlement.
  - g. Possession. Possession shall be given to the Purchaser at settlement.
6. **Lead Warning Statement for Dwellings Built Before 1978.** Every Purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Purchaser with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.
- a. Disclosure. This dwelling was built before 1978, and lead-based paint and lead-based paint hazards may be present in the housing. Seller has no reports pertaining to lead-based paint or lead-paint hazards.
  - b. Waiver. By signing the attached Purchaser's Agreement, Purchaser acknowledges receipt of the pamphlet, *Protect Your Family from Lead in Your Home*, and waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
7. **Seller's Property Disclosure Statement.** By signing the attached Purchaser's Agreement, the Purchaser acknowledges receipt of the Seller's Property Disclosure Statement that is required by law. However, Seller makes no warranty as to the condition of the Property, including, without limitation, any and all environmental matters. Purchaser acknowledges and agrees that the Property and all personal property and/or fixtures transferred hereunder

shall be sold and conveyed "AS IS; WHERE IS" and with all faults, and Purchaser assumes the risk that adverse past, present, or future physical or operational characteristics and conditions may not have been revealed by its inspection or investigation.

8. **Agent Participation.** If the Purchaser engages a real estate agent in any capacity, the Purchaser shall be responsible for paying any and all fees or commissions charged by the agent, and Seller shall have no responsibility to compensate the agent, regardless of Seller's consent to agent participation.
9. **Default.**
  - a. If the Seller is unable to give title as required by these Conditions, the Purchaser's sole remedy shall be to (1) take such title as Seller can give; or (2) require Seller to return all payments. Upon such return of payments, all further obligations of both Seller and Purchaser under these Conditions shall terminate.
  - b. The time for settlement is of the essence. If the Purchaser does not comply with these Conditions, the Seller, in addition to all remedies provided by law, may either (1) retain Purchaser's down money as liquidated damages regardless of whether or on what terms the Property is resold; or (2) resell the Property at public or private sale, with or without notice to the present Purchaser or any sureties, and 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 as security for or toward payment of any such loss. In addition, Purchaser shall pay any and all attorney's fees and costs incurred by Seller arising from or relating to Purchaser's default.
10. **Entire Agreement.** These are all of the conditions of this sale. The Conditions of Sale have been available for inspection before commencement of bidding. The Purchaser shall not rely on the public announcement of a summary of these Conditions as a complete statement of the terms and conditions of this sale. Any changes or additions to the Conditions of Sale shall be effective only if they are in a writing signed by the Seller.
11. **Parties.** The terms "Seller" and "Purchaser" include all who sign in those respective capacities.
12. **Binding Effect.** If more than one person signs as Purchaser, they shall have joint and several responsibility hereunder.
13. **Indemnification.** Purchaser, together with all other persons, parties, or entities affiliated with Purchaser, promises and agrees to defend, indemnify, release, discharge, and hold harmless Seller, and Seller's affiliates, associated entities or individuals, heirs, successors, assigns, contractors, subcontractors, agents, representatives, executors, trustees, and insurers of all of the foregoing against Purchaser's actions, omissions, misfeasance, malfeasance, or any transaction or occurrence stemming from the parties'

duties and representations set forth in this Agreement, which results in, or forms the basis for, any suits, sums of money, liabilities, debts, damages, accounts, bonds, defects, warranties, covenants, contracts, agreements, controversies, obligations, costs, expenses, liens, judgments, claims, demands, actions, settlements, compromises, or causes of action whatsoever, at law or in equity, on any theory whatsoever, including, but not limited to, Purchaser's breach of this agreement, negligence, personal injury, property damage, patent infringement, or any other alleged violation of local, state, or federal law.

Dated: August 31, 2023

SELLER:

ATTORNEY:

Douglas A. Smith, Attorney  
Gibbel Kraybill & Hess LLP

2933 Lititz Pike  
P. O. Box 5349  
Lancaster, PA 17606  
(717) 291-1700 – Telephone

(717) 291-5547 – Telefax

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MARY G. SCHAEFER, by and through

her Agent, Darlene M. Mandel

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MARY G. SCHAEFER, by and through

her Agent, Anna F. Colasante

**PURCHASER'S AGREEMENT**

I/We, the undersigned Purchaser, agree to have purchased 2132 Kentwood Drive, Manheim Township, Lancaster County, Pennsylvania, the Property mentioned in the foregoing Conditions, subject to those Conditions, for the purchase price of \$\_\_\_\_\_.

IF I/WE ACQUIRE POSSESSION OF THE PROPERTY BEFORE PAYMENT OF THE PURCHASE MONEY AND 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 THE PROPERTY, AND DIRECT THE ISSUING OF A WRIT OF POSSESSION, WITH CLAUSE OR WRIT OF EXECUTION FOR COSTS; HEREBY WAIVING ALL IRREGULARITIES, NOTICE, LEAVE OF COURT, PRESENT OR FUTURE EXEMPTION LAWS, AND RIGHT OF APPEAL.

Dated: August 31, 2023

Signed in the presence of:

PURCHASER:

\_\_\_\_\_

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

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

Street

City

State

Zip

Phone

E-mail

**RECEIPT**

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

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**EXHIBIT A**

**ALL THAT CERTAIN** lot or piece of ground with improvements thereon erected situate on the west side of Kentwood Drive, in the Development of Belair, situate in the Township of Manheim, County of Lancaster and Commonwealth of Pennsylvania, being known as Lot No. 5, Block C, bounded and described as follows:

**BEGINNING** at an iron pin on the west line of Kentwood Drive a corner of Lot No. 6, Block C; thence extending along the west line of Kentwood Drive, South no degrees twenty-two minutes East (S 00°22' E) a distance of eighty-five (85) feet to an iron pin a corner of Lot No. 4, Block C; thence extending along Lot No. 4, South eighty-nine degrees thirty-eight minutes West (S 89°38' W), a distance of one hundred twenty-five (125) feet to an iron pin in line of property now or late of grantor herein, also being the middle of a 15' wide utility easement; thence extending along property of the grantor, and through the middle of said easement, North no degrees twenty-two minutes West (N 00°22' W) a distance of eighty-five (85) feet to an iron pin a corner of the aforesaid Lot No. 6; thence extending along Lot No. 6, North eighty-nine degrees thirty-eight minutes East (N 89°38' E) a distance of one hundred twenty-five (125) feet to an iron pin the place of BEGINNING.