

## AGREEMENT

In the matter of the public sale of the Real Estate of

*Marlin Lehmer.*

### DESCRIPTION OF REAL ESTATE

The real estate to be sold consists of 2 lots totaling less than one acre of land with a three-bedroom home with pool situated in the Borough of Mechanicsburg, Cumberland County, known as 602 York Circle (Parcel ID Nos. 19-22-0519-013 and 19-22-0519-014), Mechanicsburg, Pennsylvania as described and set forth in the description attached hereto as Exhibit "A" (hereinafter the "Property").

### TERMS & CONDITIONS OF SALE

1. Marlin Lehmer (hereinafter "Seller") reserves the right to reject any and all bids.
2. The highest bidder shall be declared by the auctioneer to be the Purchaser subject to the right of Seller to reject any and all bids.
3. If any dispute shall arise as to the last and best bidder, the Property may, at the option of Seller, be put up again at a former bid.
4. Purchaser shall pay ten (10%) percent down at the time the Property is stricken off. Payment shall be either in cash or approved check payable to "**Walters & Galloway, PLLC.**" Walters & Galloway, PLLC shall hold the funds in escrow and apply that amount to the purchase price of the Property at settlement.
5. Purchaser shall also pay 3% as a buyer premium which is due to John Carl Auction Company. The 3% premium shall be paid to Walters & Galloway, PLLC with the deposit at the time the property is stricken off.

6. Settlement shall be held within forty-five (45) days of the bid at a place of Buyer's choosing but within twenty-five (25) miles of the Property. At settlement, the remainder of the purchase price shall be due and payable in the form of certified funds (i.e. cashier's check, money order). This Agreement specifically excludes any financing contingency. Time is of the essence.

7. Title to the real estate shall be conveyed by special warranty deed. The title shall be good and marketable, free and clear of all liens, encumbrances, and mortgages, excepting the following:

- a) Existing building restrictions;
- b) Ordinances;
- c) Easements of roads;
- d) Rights of public service to the premises;
- e) Easements or restrictions of public record; and
- f) Easements visible upon the ground.

8. Possession of the premises shall be delivered to Purchaser at settlement in the same or like condition as it was on the day of the public sale.

9. Real estate taxes, water, and other current lienable charges, if any, shall be prorated on the day of settlement.

10. Realty transfer taxes shall be paid by Buyer.

11. The Property is being sold "**As Is.**" Seller makes no representations or warranties concerning the Property. It is understood that Purchaser has the right to inspect the Property prior to sale and has either inspected the Property or waives the right to do so. Purchaser agrees to purchase the Property as a result of such inspection or the waiver of the right of same, not because of or in reliance upon any representation or warranty made by Seller.

12. If Purchaser shall fail to comply with the above terms, the amount paid on the day of the sale shall be retained by Seller as liquidated damages and Seller may proceed to make a resale of the Property, either at public or private sale.

13. Purchaser hereby acknowledges receipt of these conditions of sale, the acceptance attached hereto and the description of the Property attached.

14. All personal property in or on the premises, except as referenced in Seller's Disclosures, is excepted and reserved by Seller.

By the Seller:

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Marlin Lehmer

**ACCEPTANCE**

I/We hereby acknowledge that I/we have become the Purchaser(s) of the Real Estate described above; sold at Public Sale as aforesaid at the price of \_\_\_\_\_ (\$\_\_\_\_\_), and further agree to be bound by the terms and conditions of said sale as publicly announced.

WITNESS my/our hand this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Signature by Purchaser

\_\_\_\_\_  
Signature by Purchaser

Purchaser's printed name and address:

Purchaser's printed name and address:

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

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

**RECEIPT**

Received of \_\_\_\_\_, Purchaser(s), the sum of \$ \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Marlin Lehmer (SEAL)

Exhibit A

All that certain tracts or parcels of land with the buildings and improvements thereon erected situate in the Borough of Mechanicsburg, Cumberland County, Pennsylvania, more particularly bounded and described as follows, to wit:

Parcel ID No. 19-22-0519-013

BEGINNING at a point on the eastern side of North York Street at the dividing line between Lot Nos. 12 and 13, Block "C", as shown on the hereinafter mentioned plan of lots, said point being located at a distance of fifty-one and sixty-three one-hundredths (51.63) feet measured in a northerly direction along the eastern side of said North York Street from the intersection of said eastern side of said North York Street with the northern side of Cedar Road; thence in an easterly direction along the dividing line between said Lot Nos. 12 and 13, as shown on the hereinafter mentioned plan of lots, a distance of one hundred fifty (150) feet to a point at the western line of Lot No. 11, Block "C"; thence in a northerly direction along the line dividing Lot Nos. 13 and 14 from Lot No. 11 a distance of one hundred three and twenty-six one-hundredths (123.26) feet to a point at the line of other lands now or formerly of the prior Grantor; thence in a westerly direction along the line of said other lands now or formerly of the prior Grantor, a distance of one hundred fifty (150) feet to a point on the eastern side of North York Street aforesaid; thence in a southerly direction along the eastern side of North York Street, a distance of one hundred three and twenty-six one-hundredths (103.26) feet to a point on the same at the dividing line between Lot Nos. 12 and 13, Block "C", the point and place of BEGINNING.

BEING Lot Nos. 13 and 14, Block "C", on a Plan of Lots known as "Hershner Manor", said Plan being recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania, in Plan Book 3, Page 105.

AND

Parcel ID No. 19-22-0519-014

BEGINNING at a point at the northeastern corner of York Street and Cedar Road; thence along the northern side of Cedar Road in an easterly direction, one hundred fifty (150) feet to the western side of Lot No. 11, Block C, on the hereinafter mentioned Plan of Lots; thence along the western side of said Lot No. 11, Block C, on said Plan, in a northerly direction, fifty-one and sixty-three one-hundredths (51.63) feet to the dividing line between Lot Nos. 12 and 13, Block C, on said Plan; thence along said dividing line in a westerly direction, one hundred fifty (150) feet to the eastern side of York Street; thence along the eastern side of York Street in a southerly direction, fifty-one and sixty-three one-hundredths (51.63) feet to the place of BEGINNING.

BEING Lot No. 12, Block C, of the above-mentioned Plan of Hershner Manor.

SUBJECT, nevertheless, to the following conditions and restrictions:

1. No building or any part thereof shall be erected or maintained closer than thirty (30) feet to the curb lines of the streets as shown on said Plan; street lines as shown being from curb line to curb line.

2. No single house shall be erected on any lot costing less than \$5,000 and no double house costing less than \$9,000.

3. No business property of any kind shall be erected or maintained on any lot as shown on this Plan.

4. No stable, pig pen, slaughterhouse, cattle yard or any other objectionable or obnoxious structure shall be erected or maintained on any lot.

5. No structure may be used or occupied as living quarters, temporarily or otherwise, unless such structure complies with restriction 2 above.

6. All lots must be cleared of weeds in accordance with the city ordinance.