

CONDITIONS OF SALE FOR REAL PROPERTY OF
THE ESTATE OF JANICE L. DISSINGER
1350 OLIVER STREET, OLIVER TOWNSHIP
PERRY COUNTY, PENNSYLVANIA

The conditions of the public sale of the real estate owned by **THE ESTATE OF JANET L. DISSINGER**, situate in Perry County, Pennsylvania are as follows:

1. The property to be sold is known as 1350 Oliver Street, Oliver Township, Perry County, Pennsylvania, as more particularly described on "Attachment A."
2. The Seller shall prepare the deed and the cost of preparation of the deed and acknowledgement thereto shall be paid by Seller. Buyer shall pay cost of recording deed. Conveyance from Seller to Buyer will be by Executor Deed.
3. The cost of transfer tax shall be paid by Buyer. **BUYER PAYS ALL TRANSFER TAX.**
4. Seller reserves the right to reject any and all bids. If any dispute arises among bidders, the property shall immediately be put up for renewal of bidding at the last undisputed bid. **THIS AUCTION IS WITH RESERVE.**
5. Upon acceptance of any bid, the successful bidder shall immediately deposit ten percent (10%) of total of the purchase price plus three thousand dollars (\$3,000.00) with the Seller in cash, by certified check, or other method approved by Seller. For example, if the purchase price is \$100,000.00, then the down payment amount would be \$10,300.00 (Ten percent of \$103,000.00). The balance of the bid price shall be paid in full within forty-five (45) days on or before July 22, 2024, time to be of the essence, to Seller, at the office of George W. Porter, Esquire, 909 E. Chocolate Avenue, Hershey, PA 17033, or at such place as may be agreed upon by the parties hereto. The declared successful bidder will be required to sign an agreement of sale immediately after the auction. A sample of the Agreement of Sale is attached hereto as "Attachment B."
6. The property is to be conveyed free and clear of all liens, encumbrances and easements, excepting, however, the following: Existing deed restrictions, building restrictions, ordinances, easements of roads, easements visible upon the ground, easements of record, privileges or rights of public service companies, if any; otherwise the title to the above described real estate shall be good and marketable and such as will be insured by a reputable title insurance company at regular rates. In the event Seller is unable to give a good and marketable title and such as will be insured by a reputable title company at regular rates, Buyer shall have the option of taking such title as Seller can give without changing the price or of being repaid all monies paid by Buyer to Seller on account of purchase price and in the latter event there shall be no further liability or obligation on either of the parties hereto and this agreement shall become null and void. Buyer must communicate any objections to title to George W. Porter, Esquire on or before **June 28, 2024**, in writing, or they will be deemed to be waived.
7. In the event of default by the successful bidder in the performance of the terms and of these Conditions of Sale, the Seller may, in addition to the other remedies provided by law, retain the ten percent (10%) down payment as liquidated damages and/or resell the premises by public

or private sale with or without notice to the bidder, and the bidder shall be liable for any loss resulting from such sale.

8. Any municipal charges to be prorated to the date of settlement. All real estate taxes to be prorated to the date of settlement.
9. Possession of the real estate to be given to Buyer at the time of settlement.
10. Seller shall bear risk of loss from fire or other casualties until time of settlement. In the event of damage by fire or other casualties to any property included in this sale that is not repaired or replaced prior to settlement, Buyer shall have the option of rescinding this agreement and promptly receiving all monies paid on account of purchase price or of accepting the property in its then condition together with the proceeds of any insurance recovery obtainable by Seller.
11. **SELLER AGREES TO SELL THE ABOVE-MENTIONED PROPERTY "AS IS."** Seller makes no representations or warranty as to wood infestation, radon levels, water quality, septic system, or any other aspect of the real property. Any inspections, certifications, or treatments required by Buyer or Buyer's lender shall be at the sole expense of the Buyer.
12. Buyer shall be responsible for paying to Auctioneer a fee in the amount of three percent (3%) of the purchase price of the real estate.
13. The refrigerator, washing machine, love seat, television stand and table with three chairs convey with the real estate.
14. There is currently a mobile home situated on the real estate. Seller has neither a title to this mobile home nor a letter from the Pennsylvania Department of Transportation cancelling a title to this mobile home.
15. The real estate has access to Oliver Street (T-479) by virtue of a deeded right-of-way as shown on "Attachment C." The existing driveway leading from Oliver Street to the real estate is not entirely within the boundary of the deeded easement. The new owner of the real estate will be required to re-route the driveway leading from Oliver Street to the real estate within the boundaries of the deeded right-of-way as shown on "Attachment C."

Witness

Date

Seller

Witness

Date

Buyer

Witness

Date

Buyer

ATTACHMENT A

ALL THAT CERTAIN piece, parcel and tract of land situate in Oliver Township, Perry County, Pennsylvania, more particularly bounded and described as follows to wit:

BEGINNING at an iron pin at the northwestern edge of a private right-of-way leading from Township Road T-479 to the property hereinafter described; thence by lands now or formerly of Daryl E. Campbell, et ux, North 7 degrees 23 minutes 31 seconds West 101.12 feet to an iron pin; thence by the same, North 63 degrees 23 minutes 15 seconds East 269.56 feet to a wild cherry; thence by the same, North 44 degrees 56 minutes 00 seconds East 121.71 feet to an iron pin; thence by the same, South 12 degrees 42 minutes 48 seconds East 246.05 feet to an iron pin; thence by the same, South 79 degrees 39 minutes 31 seconds West 374.18 feet to an iron pin, the place of BEGINNING.

CONTAINING 1.344 acres, more or less, and having thereon erected a 1979 Homette Mobile Home on permanent foundation and being Lot No. 3 in a subdivision plan for Daryl E. Campbell and Sharon L. Campbell, his wife, by Dallas G. Clouser, Registered Surveyor, on August 11, 1983, as recorded in Perry County Plan Book 22, page 111. AND BEING known as 1350 Oliver Street, Newport, PA 17074.

GRANTING AND CONVEYING unto the Grantee herein, her heirs and assigns, a private right-of-way 50 feet in width leading from Township Road T-479 to the property herein before described, which private right-of-way is described as follows:

BEGINNING at a nail in the center of Township Road T-479 at the intersection of lands now or formerly of John Amsler, Jr.; thence along the center of said Township Road, North 26 degrees 36 minutes 30 seconds West 53.71 feet to a nail in the center of said Township Road; thence through said Township Road and by land now or formerly of Daryl E. Campbell, et ux, North 84 degrees 49 minutes 30 seconds East 12.07 feet to an iron pin within the right-of-way for said Township Road; thence continuing through said right-of-way and by lands now or formerly of Daryl E. Campbell, et ux, North 84 degrees 49 minutes 30 seconds East 110.10 feet to an iron pin; thence by the same, North 16 degrees 49 minutes 25 seconds West 99.75 feet to a post; thence by the same, North 1 degree 43 minutes 18 seconds East 150.45 feet to an iron pin at the southwestern corner of the property hereinbefore described; thence by the southern side of the property hereinbefore described, North 79 degrees 39 minutes 31 seconds East 51.13 feet to an iron pin; thence by other lands now or formerly of Daryl E. Campbell, et ux, South 1 degree 43 minutes 18 seconds West 152.98 feet to an iron pin; thence by the same, South 16 degrees 49 minutes 25 seconds East 152.95 feet to an iron pin on line of land now or formerly of John Amsler, Jr.; thence by lands now or formerly of John Amsler, Jr., South 84 degrees 49 minutes 30 seconds West 163.90 feet to a nail in the center of Township Road T-479, the place of BEGINNING, said right-of-way line being more specifically set forth on the subdivision plan hereinbefore mentioned.

The maintenance of the 50 foot right-of-way hereinbefore described shall be the complete responsibility of the Grantee herein.

UNDER AND SUBJECT, NEVERTHELESS, to the building set back lines as shown on said plan or survey.

BEING the same premises which Gay D. Yorlets (formerly Gay D. Bupp) and David L. Yorlets, her husband, by their deed dated February 25, 1994, and recorded February 28, 1994, in the Office of the Recorder of Deeds of Perry County, in Record Book 793, Page 235, granted and conveyed unto Darwin J. Dissinger and Janice L. Dissinger, husband and wife. The said Darwin J. Dissinger died September 1, 2005, granting full fee-simple title to Janice L. Dissinger, Grantor herein.

ATTACHMENT B
AGREEMENT FOR SALE OF REAL ESTATE

THIS AGREEMENT made and concluded on this ____ day of _____, 2024,
by and between **THE ESTATE OF JANICE L. DISSINGER**, hereinafter referred to as “Seller”
and _____,
hereinafter referred to as “Buyer” (*Both Seller and Buyer, whether one or more, being hereinafter
referred to as though singular in number.*)

1. Seller, hereby agrees to sell and convey to Buyer, who hereby agrees to purchase:
ALL THAT CERTAIN lot or piece of ground with building and improvement thereon
erected, known as 1350 Oliver Street, Oliver Township, Perry County, Pennsylvania.
2. The purchase price will be _____ Dollars
(\$ _____), which shall be paid as follows: _____,
on the date of the signing of this Agreement by cash, certified check or other method
approved by Seller with the remainder to be paid at settlement on or before
_____, by certified check.
3. Conveyance from Seller to Buyer will be by Executor’s Deed which shall be prepared
by Seller at Seller’s expense. Buyer shall pay for the cost of recording the deed.
4. The cost of all transfer taxes shall be paid by Buyer.
5. Any municipal charges are to be prorated to the date of settlement. All real estate
taxes are to be prorated to the date of settlement.
6. Time is of the essence of this Agreement.
7. Settlement shall occur at the office of George W. Porter, Esquire, 909 E. Chocolate
Avenue, Hershey, PA 17033, or at such place as may be agreed upon by the parties
hereto, on or before **July 22, 2024**.
8. The property is to be conveyed free and clear of all liens, encumbrances, and
easements, excepting, however, the following: Existing deed restrictions, building
restrictions, ordinances, easements of roads, easements visible upon the ground,
easements of record, privileges or rights of public service companies, if any; otherwise
the title to the above described real estate shall be good and marketable and such as will
be insured by a reputable title insurance company at regular rates. In the event Seller is
unable to give a good and marketable title and such as will be insured by a reputable

title insurance company at regular rates, Buyer will, at Buyer's option: 1) Accept the property with such title as Seller can give without changing the price or of being repaid all monies paid by Buyer to Seller on account of purchase price, 2) Terminate this agreement by written notice to Seller with all deposit monies referenced in Paragraph 2 above being returned to Buyer. Buyer must communicate any objections to title in writing to George W. Porter, Esquire at his office address of 909 E. Chocolate Avenue, Hershey, PA 17033 on or before **June 28, 2024**, or they will be deemed to be waived.

9. In the event of default by the Buyer in the performance of the terms of these Conditions of Sale, the Seller may, in addition to the other remedies provided by law or equity, retain ten (10%) percent down payment, referred to in paragraph 2, as liquidated damages and/or resell the premises by public or private sale with or without notice to the bidder, and the bidder shall be liable for any loss resulting from such sale.
10. Seller shall bear risk of loss from fire or other casualties until time of settlement. In the event of damage by fire or other casualties to any property included in this sale that is not repaired or replaced prior to settlement, Buyer shall the option of rescinding this agreement and promptly receiving all monies paid on account of purchase price or of accepting the property in its then condition together with the proceeds of any insurance recovery obtainable by Seller.
11. Included in the sale and purchase price are all existing items permanently installed in the property and the washing machine, refrigerator, love seat, television stand and table with three chairs.
12. **SELLER AGREES TO SELL THE PROPERTY "AS IS."** Seller makes no representations or warranty as to wood infestation, radon levels, water quality, septic system or any other aspect of the real property. Any inspections, certifications, or treatments required by Buyer or Buyer's lender shall be at the sole expense of Buyer.
13. Buyer will be responsible to pay Auctioneer in an amount of three percent (3%) of the purchase price.
14. Possession of real estate is to be given to Buyer at time of settlement.
15. This Agreement shall not be recorded in any public office.

16. Buyer acknowledges that there is a mobile home on the property and Seller has neither a title for the mobile home nor a letter from the Pennsylvania Department of Transportation cancelling the title to the mobile home. The lack of Seller having either a title to the mobile home or a letter of cancellation of the title of the mobile home shall not serve as grounds for Buyer rescinding this contract. This agreement is not in any way contingent upon Seller obtaining either a title to the mobile home or a letter cancelling the title of the mobile home.
17. Buyer acknowledges that the mobile home and real estate are accessed from Oliver Street by virtue of a deeded right-of-way as shown on "Attachment #1" of this agreement. Buyer acknowledges that the existing driveway leading from Oliver Street to the property is not entirely within the boundaries of the deeded easement. Buyer acknowledges that Buyer will be required to re-route the driveway within the boundaries of the deeded easement as shown on "Attachment #1." This requirement will not be grounds for Buyer to rescind the contract and this contract is not in any way contingent upon Buyer being able to gain permission to continue using the existing driveway in its current location.

Witness	Date	Seller
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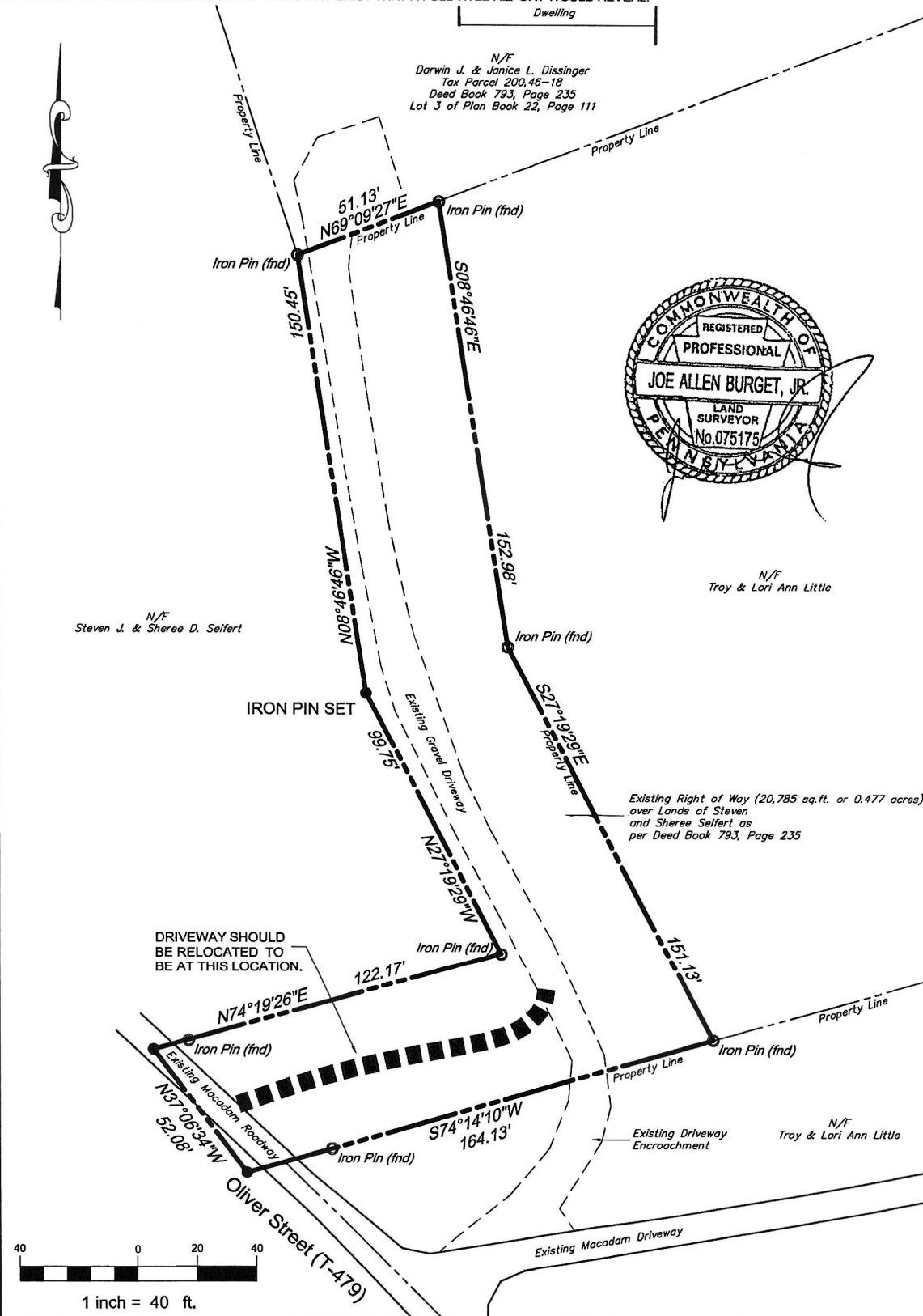
Witness	Date	Buyer
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Witness	Date	Buyer
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ATTACHMENT #1

GENERAL NOTES

1. ALL INFORMATION ON THIS PLAN IS A RESULT FROM AN ACTUAL FIELD SURVEY PERFORMED BY BURGET & ASSOCIATES IN MAY OF 2024.
2. OTHER EASEMENTS AND OR RIGHT-OF-WAYS MAY EXIST THAT A FULL TITLE REPORT WOULD REVEAL.



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New Bloomfield Pennsylvania 17068
 Fax: 717-582-3557

RIGHT OF WAY PLAT
 over lands of
Steven J. & Sheree D. Seifert

Oliver Township
 Perry County, Pa.

REVISIONS

DRAWN BY:	J.A.B.
CHECKED BY:	J.A.B.
JOB NO.:	18240
DATE:	06-02-2024
DRAWING NO.:	18240-100
SHEET	1 OF 1

