

CONDITIONS OF SALE

1. The highest bidder shall be the Buyer(s), and if any dispute arises between two or more bidders the property shall be immediately put up again. If the highest bid is not at least the reserve price, this property may be withdrawn from sale. This is not an absolute auction unless and until the Seller or Agent of seller removes the reserve and releases the property to be "sold" to the highest bidder.
2. The Auctioneer may recess the auction and may use discretion with respect to the minimum amounts (increments) of which the bidding may advance.
3. In addition to the amount bid, the highest bidder shall pay 6% of the amount bid as a Buyer's Premium. The amount bid plus the 6% Buyer's Premium will determine the Purchase price of said real estate.
4. The Buyer(s) shall pay immediately after the sale to the seller, a deposit of ten per cent (10%) of the purchase price, in part of the purchase money, and sign an agreement for the payment of the remainder of the Purchase price on or before the 28th day of April, 2021, upon having a good title made to him/her/them.
5. The Buyer(s) shall have a proper conveyance, at his/her/their own expense, including acknowledgement, on payment of remainder of the purchase money, and possession will be given on completion of the purchase, at the time fixed for the payment of the balance of the purchase money. But if, for any cause, the remainder of the purchase money shall not be paid on the 28th day of April, 2021, and settlement is not concluded by Buyer, it is agreed that the 10% deposit (which includes calculations with the 6% Buyer's Premium) shall be forfeited to the Seller and auction company as liquidated damages which sum the Buyer hereby agrees to pay. Formal tender of Deed is hereby waived.
6. All attested copies of deeds, as well as recording thereof, that shall be required by the Buyer(s), shall be made at his/her/their own expense.
7. Upon failure to comply with the above conditions, the money deposited shall, at the expiration of the time before limited, become forfeited to the Seller, who shall then be at full liberty, with or without notice, to re-sell the property; and if on such re-sale there should be any deficiency, the Buyer(s) at this sale neglecting to comply with these conditions shall make good such deficiency to the Seller, and all expenses attending such re-sale.

8. The cost of the Deed preparation and all of the transfer taxes shall be paid by the Buyer. Transfer taxes shall be equal to 2% of the Purchase price. Real Estate taxes shall be apportioned to the date of settlement on a fiscal year basis. Should title not be good and marketable, Sellers shall have the option of clearing the title at the seller's expense or returning the down money and paying the actual cost of title search incurred by Buyer(s).
9. If Buyer(s) requires a survey, Buyer(s) shall pay for same.
10. Possession is to be delivered at settlement.
11. The property is being sold "AS IS". Seller makes no representations or warranties concerning the property to be sold. It is understood that the Buyer had the right to inspect the property prior to sale and either has inspected the property or waives the right to do so. Buyer agrees to purchase the property as a result of inspection, or the waiver of the right of same, and not because of or in reliance upon any representation or warranty made by Seller, and Buyer agrees to purchase the property in its present condition.
12. Buyer further acknowledges that neither the attorney for the Seller, nor the auctioneer, has made any specific representations regarding the condition of the Premises, and that the Buyer has not relied upon representations or statements of the attorney for Seller or the auctioneer. Buyer releases the attorney for Seller and the auctioneer from any claims, actions or causes of action arising from or due to any defect in the Premises existing on the date of this sale.
13. At settlement, the Premises and all its appurtenances and fixtures shall be in substantially the same condition as at present, except for the following: ordinary reasonable wear and tear; damages of any kind for which full or partial recovery may be had under the Seller's or Buyer's insurance; items removed by sale at auction (as announced); damages of any kind occurring after possession of the Premises has been given to the Buyer; damages arising from any condition of the Premises existing on the Public Sale Date; and/or, damages of any kind arising from any taking of the Premises by eminent domain.
14. By execution of the Buyer's Agreement, the Buyer acknowledges that he has had a full and complete opportunity to inspect the Premises. The Premises is being sold unto Buyer "AS IS", with no representation, guarantee or warranty regarding the condition of the Premises or any improvement or structure erected on the Premises, including, but not limited to, its structural integrity, roof, appliances, electrical system, heating system, plumbing, water system, sewage disposal system, or any portion thereof. No representation is made or warranty given regarding the presence or absence of any hazardous or toxic substances, materials or wastes, or that the Premises is in compliance with any federal, state or local environmental laws or regulations.

15. In the event any repair or improvement to or any inspection or testing of the Premises is desired by the Buyer or by any lender proposing to provide Buyer with financing for the purchase of the Premises, the cost of any such repair, improvement, inspection, or testing shall be payable solely by the Buyer. Seller reserves the right to refuse to permit any such repair, improvement, inspection, or testing or to impose such conditions upon any permitted repair, improvement, inspection, or testing as indemnification and hold harmless agreements. The Buyer's Agreement shall not be conditioned upon any such repair, improvement, inspection, or testing, or upon any specific results obtained from such inspection or testing.
16. The property being sold is subject to all applicable federal, state and local laws, statutes, ordinances, rules and regulations. Seller certifies that no notice has been served by any governmental authority for removal or abatement of any nuisance, for the violation of any zoning regulation or concerning the condemnation of any portion of the said property.
17. Sellers have no knowledge of lead based paint and/or lead based paint hazards in said premises, and Buyer(s) waives the opportunity to conduct a risk assessment or inspection for the presence of lead based paint and/or lead based paint hazards.
18. Risk of loss to premises by fire or other casualty covered by standard Pennsylvania fire and extended coverage insurance, to the day of final settlement, shall be borne by the Sellers to the extent of the existing insurance policy. Buyer(s) are notified to insure their equitable interest.
19. A Seller's Disclosure Form as required by law has been filled out by Seller and posted on the premises at the time of sale.

A G R E E M E N T

IT IS HEREBY DECLARED AND AGREED by and between Carl S. Kulp, by Gregory Carl Kulp, his Attorney-in-Fact, the Seller of the property mentioned in the above conditions and

_____, the Buyer(s) of
said property, viz:

ALL THAT CERTAIN tract of land with the dwelling house and other improvements thereon erected, and known as 452 Franklin Road, Bechtelsville, Washington Township, Berks County, Pennsylvania 19505, being Lot No.1 referenced on Plan of Longwood, recorded to Instrument Number 1985032999 containing 5.574 acres and being the remainder of property described in Deed Book Volume 1528, Page 762, Berks County records, and being pin/parcel no. 89538802851612 (see copy of title search attached hereto)

That the said _____ has (have) become the Buyer(s) of said premises, at the bid price of _____ Dollars ("Bid Price"), plus a buyer's premium of 6% ("Buyers Premium") of the bid price. The total sum owed by Buyer is, therefore, _____ Dollars (\$ _____) ("Purchase Price"). Ten (10%) percent of the Purchase Price or _____ Dollars (\$ _____) has been paid down by the said Buyer(s) by way of deposit, and in part of the said purchase money; and that the foregoing conditions of sale shall be taken as the terms of agreement for the said sale and purchase respectively, in all things. The remaining amount due from Buyer for the Purchase Price is _____ Dollars (\$ _____) at the time of closing, on or before April 28, 2021.

WITNESS our hands and seals this _____ day of March, 2021.

Witnesses:

Carl S. Kulp, by Gregory Carl Kulp,
His Attorney-in-Fact, Seller

Print Name: Buyer

Print Name: Buyer



**COMMITMENT
SCHEDULE A**

File No. **21-0816**

1. Commitment Date: **January 29, 2021**

2. Policy or Policies to be issued:	Amount
(a) ALTA Owner's Policy (06/17/06), as modified by TIRBOP (10/1/08) Proposed Insured:	\$ TBD
(b) Proposed Insured:	\$

3. The estate or interest in the land described or referred to in this commitment and covered herein is Fee Simple and title thereto is at the effective date hereof vested in:

Carl S. Kulp, by Gregory Carl Kulp, his Agent/Attorney-in-Fact

Being part of the same premises which Helen R. Nester by Deed dated 6/4/1968 and recorded 6/5/1968 in Berks County in Record Book 1528 Page 762 conveyed unto Carl Kulp and Nancy Jane Kulp, his wife, in fee.

And the said Nancy Jane Kulp died on 1/19/2019.

4. The land referred to in this commitment is described as follows:


For informational purposes only:

**452 Franklin Road, Bechtelsville, PA 19505
Washington Township
County of Berks**

SEE CONTINUATION OF SCHEDULE A FOR LEGAL DESCRIPTION

Countersigned:

**Liberty Bell Abstract, LLC
1800 Pennbrook Parkway
Lansdale, PA 19446**

By: 
Authorized Signatory

Valid only if Schedules B-I and B-II are attached.

SCHEDULE A
(continued)

File No. **21-0816**

LEGAL DESCRIPTION

ALL THAT CERTAIN tract of land, at one time situate in Colebrookdale Township, and now known as Washington Township, Berks County, Commonwealth of Pennsylvania, bounded and limited as follows, to wit:

BEGINNING at a stone for a corner of late James Anderson's land; thence by the same, the two following courses and distances: (1) South 54-1/2 degrees West, 29.3 perches to a stone; thence (2) South 45-3/4 degrees West, 62 perches to a corner of now Jern Diernlf's land; and thence partly along the same and partly along Horace Deysher's land, late known as a stone corner of Mathias Ritter's land; thence by the same and partly by lands of late John Bahr, deceased and John Ritter, North 47-1/2 degrees West, 24.7 perches to a stone corner of late Jacob Lester's land; thence by the same and partly by lands of John Bechtel, North 56-3/4 degrees East, 94.7 perches to a stone corner; thence by the said John Bechtel's land, South 33 degrees East, 8.9 perches to the place of beginning.

EXCEPTING THEREFROM All That Certain lot or piece of ground as conveyed by Carl Kulp and Nancy Jane Kulp, husband and wife to Gregory C. Kulp and Diane G. Kulp, husband and wife, by Deed dated 7/15/1985 and recorded 7/19/1985 in Deed Book 1879 page 650 .

SCHEDULE B – SECTION 1

File No. **21-0816**

The following are the requirements to be complied with:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Report who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. DEED FROM: Carl Kulp a/k/a Carl S. Kulp, by his Attorney in fact, Gregory Carl Kulp, by Power of Attorney dated 09/23/2019 and recorded 2/1/2021 to Instrument No. 2021004567
TO:
DATED:
RECORDED:
 - B. MORTGAGE FROM:
TO:
DATED:
RECORDED:
5. Possible unfiled mechanics liens and municipal claims.
6. Terms of any unrecorded lease or rights of parties in possession.
7. Proof that all natural persons in this transaction are of full age and legally competent.
8. Proof of identity of parties as set forth in Recital.
9. POWERS OF ATTORNEY: If any party to the settlement intends to use a Power of Attorney at settlement, a copy of such Power of Attorney must be submitted for review in advance of settlement. Failure to comply with this requirement may result in the postponement of the settlement. Acceptability of the Power of Attorney for purposes of completion of settlement is within the discretion of the insurer.
10. Proof to be provided that any individuals holding record title have not, subsequent to acquisition of title, been a party to any divorce proceedings, whether currently ongoing or completed prior to the transaction that is the subject of this form. In the event such divorce proceedings have occurred, same to be examined and possible additional exceptions and requirements to be added. This requirement applies only to individuals and is not applicable if record owner is an LLC, LP, Corporation or other business entity.
11. Information must be furnished concerning the Social Security Number(s) and/or the Tax Identification Number(s) and future addresses of grantors for the completion of Substitute Form 1099 at the Closing of Transaction.
12. Proof that no parties to this transaction are involved in bankruptcy proceedings; if bankruptcy has been filed, same to be examined; possible additional requirements/exceptions to be added.
13. Satisfactory evidence should be provided that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor material.

Valid only if Schedules A and B-II are attached.

SCHEDULE B – SECTION 1

(continued)

File No. **21-0816**

14. TAXES:

Receipts for Township, County and School Taxes for the three prior years to be produced.

Township, County and School Taxes for the current year 2021

Assessment \$136,800.00

Tax ID / Parcel No. 89538802851612, PIN No. 5388-02-85-1612 and Account No. 89-024300

15. WATER, STORMWATER AND SEWER RENTS:

Receipts for Water, Stormwater (if applicable) and Sewer Rents for the three prior years to be produced.

Water, Stormwater and Sewer Rents for the current year 2021.

16. MECHANICS AND MUNICIPAL CLAIMS: NONE

17. MORTGAGES: NONE

18. JUDGMENTS: NONE

19. Prior to settlement, search of statewide support lien system (<http://www.childsupport.state.pa.us>) to be performed to determine the existence of support arrearages, if any. Company or its Agent to be provided with social security numbers of all natural persons that are a party to the transaction so that this search can be performed by the closing officer no more than 30 days in advance of closing.

20. Names of all relevant parties to the within real estate transaction to be searched prior to closing to verify that they are not Specially Designated Nationals subject to the provisions of President's Executive Order Targeting Terrorist Assets.

21. Owner's Affidavit on Company form to be executed by sellers or mortgagors and filed with Company.

22. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

23. Last Insured Not Available.

24. The following note is for Informational Purposes Only:

The following deed(s) affecting said land were recorded within six (6) months of the date of this report:
NONE

25. Names of Purchasers to be furnished and searched, and any additional objections by reason thereof to be certified prior to settlement.

26. Proof of death and date thereof of Nancy Jane Kulp, co-grantee in Deed Book 1528 page 762 (Death Certificate).

27. Proof that Carl Kulp and Nancy Jane Kulp, grantees in Deed Book 1528 page 762, acquired subject property as married parties and continued to be married until the date of death of Nancy Jane Kulp; further proof that the surviving spouse did not disclaim their interest in the decedent's estate. Otherwise, additional searches must be made and this report must be returned and revised.

28. If Carl Kulp a/k/a Carl S. Kulp is married, proof to be furnished that no divorce proceedings have been commenced. If an action has been instituted, then spouse must join in present deed to insured.

29. Power of Attorney from Carl S. Kulp to Gregory Carl Kulp to be produced, examined and recorded, and possible additional searches and objections to be made.

SCHEDULE B – SECTION 1

(continued)

File No. **21-0816**

30. Proof to be provided to Company that Power of Attorney from Carl S. Kulp to Gregory Carl Kulp, dated 9/23/2019 and recorded 1/01/2021 in Instrument No. 2021004567, is unrevoked and that the principal is still alive; otherwise, title report to be returned and revised.
31. Possible additional Company approvals, which approvals depend on liability amount as shown on Schedule A, currently designated as TBD.
32. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. Until the amount of the policy to be issued shall be determined, and entered as aforesaid, it is agreed that as between the Company, the applicant for this Commitment, and every person relying on this Commitment, the Company cannot be required to approve any such valuation in excess of \$100,000.00 and the total liability of the Company on account of this Commitment shall not exceed said amount.

SCHEDULE B – SECTION 2

File No. **21-0816**

Schedule B of the policy or policies to be issued will contain the following exceptions unless the same are disposed of to the satisfaction of the Company.

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Report Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession of the land not shown by the public record.
3. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Easements, encroachments, overlaps, shortages of area, boundary line disputes and other matters affecting title that an accurate and complete survey would disclose.
5. Real estate taxes for the current and prior tax years which are hereafter assessed and are not yet due and payable.
6. Estates, defects, liens or encumbrances affecting tracts of land excepted from the premises described herein are not certified hereon.
7. Notes, conditions, setback lines, easements, reservations, covenants and restrictions as shown and set forth in Plan, recorded in Map Plan/Book No. 138 page 2, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
8. Rights granted to Metropolitan Edison Company as set forth in Miscellaneous Books 274 page 134, 322 page 808, 369 page 1185 and Record Book 2292 page 907.
9. Easement Agreement as set forth in Miscellaneous Book 424 page 731.
10. Order as set forth in Record Book 2542 page 1760.

Valid only if Schedules A and B-I are attached.