

CONDITIONS OF SALE

THE CONDITIONS of the present public sale for property being offered for sale by Cynthia H. Coffee, Executrix of the Estate of Ruth H. Earhart, held this 28th day of May 2020, are as follows:

1. The property to be sold is ALL THAT CERTAIN tract or piece of land being known as 619 Hampden Rd., Elizabethtown, Lancaster County, Pennsylvania, as per attached legal description.
2. The highest bidder shall be the Purchaser (both Seller and Purchaser, whether one or more, are designated throughout these Conditions of Sale in singular masculine form) 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 ten (10%) percent of the Purchase Money in form satisfactory to 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. The balance of Purchase Money shall be paid at settlement to be held at the office of Nikolaus & Hohenadel, LLP, 222 South Market Street, Suite 201, Elizabethtown, Pennsylvania, on or before July 13, 2020 (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 special warranty deed prepared at the Purchaser's expense, good and marketable fee simple 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, encroachments of any kind within the legal width of public highways, and any and all rights of way and easements visible upon the ground or which appear in the chain of title to said property and on the recorded Subdivision Plan.

The Seller represents (I) that there are no pending and unsettled eminent domain proceedings, no appropriations by the filing of State Highway plans in the Recorder's Office, and no uncomplained-with orders from any governmental authority to do work or correct conditions, affecting this property, of which the Seller has knowledge; (ii) that no part of the property, except any part within utility reserve strips in developments or within legal limits of highways, is, or at settlement will be, subject to any currently-used or enforceable easement for any underground electric or telephone cable or sewer, gas or water pipe serving other than this property, except those which are apparent upon reasonable physical inspection of the premises and which appear in the chain of title to said premises; and (iii) that this property is believed, but not guaranteed to be, zoned "residential".

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 of any kind for which full or partial recovery may be had under the Seller's or Purchaser's insurance, (c) damage which occurs after possession has been given to the Purchaser, or (d) any taking by eminent domain.

4. Formal tender of deed and purchase money are waived.

5. (a) Acknowledgments to the deed shall be paid by Seller, and all required state and local Realty Transfer Taxes shall be paid by the Purchaser.

(b) Real Estate Taxes shall be apportioned to date of settlement on a fiscal year basis.

(c) There is public water and a public sewer system servicing this property.

(d) Any "disbursement" or similar fees purported to be charged by Purchaser's title company or attorney against Seller, for services which Seller has not specifically engaged, shall be paid by Purchaser. All closing costs, document preparation, fees and expenses of settlement shall be paid by the Purchaser.

6. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances; electric, heating, plumbing, lighting, water, and systems; laundry tubs; radio and televisions aerials, masts and rotor equipment; storm doors and windows, screen doors and fitted window screens; roller and venetian blinds, curtain and drapery rods and hardware; radiator covers; cabinets; awnings; and any articles permanently affixed to the property except the following which will not be sold with the real property: _____

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

8. Seller will continue in force the present insurance carried for the property until delivery of deed), and in case of loss will credit on account of the Purchase Price at settlement any insurance collected or collectible (either by Seller or any mortgagee or other loss-payee) therefor.

9. The property is being sold under reserve and therefore Seller reserves the right to reject any or all bids.

10. If a survey of the property is either desired or required, it shall be ordered and paid for by the Purchaser.

11. 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.

12. Purchaser acknowledges having received a Seller's Property Disclosure and further expressly acknowledges that he is purchasing the property in an AS-IS condition, without any express or implied warranty, guaranty, or representation concerning, but not limited to: the quality, condition, construction, or value of the property or any of its operating systems.

13. MISCELLANEOUS.

(a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs and assigns; however may not be assigned by Purchaser without the written consent of the Seller.

(b) This is the entire Agreement between the parties hereto encompassing all matters agreed upon or understood in this transaction. Purchaser agrees that other than as herein expressly set forth, there are no other terms, conditions, understandings, obligations, covenants, representations or statements, oral or written, of any kind whatsoever. This Agreement shall not be altered, amended or changed except by written agreement signed by all of the parties.

(b) Time is of the essence for each and every provision of this agreement.

ESTATE OF RUTH H. EARHART

By: _____
Cynthia H. Coffee, Executrix

PURCHASER'S ACKNOWLEDGMENT

I, _____ hereby acknowledge that I have this day purchased at public auction property known as 619 Hampden Rd, Elizabethtown, Pennsylvania for the sum of \$ _____ and have paid the sum of \$ _____ as a deposit, and in part payment of the said purchase money. I hereby agree to pay the remaining sum due on or before 45 days after today's date; and in all other respects, on my part, to fulfill the annexed Conditions of Sale.

Witness my hand and seal this 28th day of May, 2020.

WITNESS:

RECEIPT

Received of Purchaser on above date, as down money on account of the above Purchase Price, the sum of _____
(\$ _____) Dollars.

NIKOLAUS & HOHENADEL, LLP

By: _____
on behalf of Seller

ALL THAT CERTAIN lot or piece of land with the improvements thereon erected known as no 619 Hampden Road, situated on the Northern side of Hampden Road, in the Borough of Elizabethtown, County of Lancaster and Commonwealth of Pennsylvania, and being all of Lot No. 46 and the western 20 feet of Lot No. 45 on the plan to the development known as "Oak Hill Manor" prepared by Rodney R. Waltermeyer, Registered Surveyor, in September 1952, and recorded in Lancaster County Recorder's Office at Subdivision Plan Book 8, Page 35, and bounded and described as follows, to wit:

BEGINNING at a stake on the Northern side of said Hampden Road, said stake being at the Southeastern corner of property of Elizabethtown Water Company; thence along property of Elizabethtown Water Company, North $24^{\circ} 22'$ West, a distance of 241.65 feet to a monument; thence along property, now or late of Charles F. Simon, North 57° East, a distance of 80.12 feet to a point; thence along property, now or late of Max H. Lovinger and wife, South $24^{\circ} 30'$ East, a distance of 253.7 feet to a point on the Northern side of Hampden Road; thence along the Northern side of Hampden Road, South $65^{\circ} 30'$ West, a distance of 80 feet.