

CONDITIONS OF SALE

1. The property to be sold is all that certain tract of land, with improvements thereon erected known and numbered as 699 Smokestown Road, situate in East Cocalico Township, Lancaster County, Pennsylvania, being more fully bounded and described on “Exhibit A” attached hereto and made a part hereof.

2. The highest bidder shall be the Purchaser\* 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 as security for performance of this Agreement. Purchaser is aware that Seller shall receive and deposit in Seller’s non-interest bearing account the ten (10%) percent down payment. The Purchaser acknowledges that the property is not being sold subject to the ability of the Purchaser to obtain any financing for the purchase thereof. If any dispute arises among bidders, the property shall immediately be put up for renewal of bidding.

3. BALANCE of PURCHASE MONEY shall be paid at SETTLEMENT to be held at the office of such attorney or title company as Purchaser may designate in Lancaster County, Pennsylvania, on or before May 10, 2024 (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 (or “fiduciary”, if applicable”) warranty Deed prepared at the Purchaser’s expense, good and marketable fee simple title to said property, insurable at regular rates by a title insurance company of Buyer’s choice licensed to do business in the Commonwealth of Pennsylvania, 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 of cornices, trim and spouting over property boundaries, or encroachments of any kind within the legal width of public highways.

The Seller represents (a) that there are no pending and unsettled eminent domain proceedings, no appropriations by the filing of the State Highway plans in the Recorder’s Office, and no uncomplished orders from any governmental authority to do work or correct conditions affecting this property of which the Seller has knowledge; and (b) 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, any petroleum products pipeline or public storm sewer, or any other easement that is not apparent upon reasonable physical inspection.

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 that 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 Deed shall be paid by Seller, and all required state and local REALTY TRANSFER TAXES shall be paid by Purchaser.

Purchaser shall be responsible for any additional Pennsylvania Realty Transfer Tax imposed on any assignment of this Agreement.

(b) REAL ESTATE TAXES shall be apportioned to date of settlement or prior delivery of possession on a fiscal year basis and shall be credited to L. Eugene Wenger, the record owner, at settlement.

(c) WATER and SEWER RENT shall be paid by Seller to date of settlement or prior delivery of possession and shall be credited to L. Eugene Wenger, the record owner, at settlement.

(d) DISTRIBUTION OF NET PROCEEDS shall be distributed eighty (80%) percent to L. Eugene Wenger as record owner and twenty (20%) percent to Pilgrim Mennonite Conference as equitable owner.

(e) Any "DISBURSEMENT" or similar FEES purported to be charged by Purchaser's title company or attorney against Seller for services that Seller has not specifically engaged shall be paid by Purchaser.

6. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances; gas, electric, heating, plumbing, lighting, water, water softening, and central air conditioning fixtures and systems; cook stoves and built-in ovens; laundry tubs; radio and television 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--None.

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

8. Seller will continue in full force the present insurance coverage upon the property until delivery of Deed or possession to the Purchaser (whichever shall first occur), 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. Purchaser should inquire after the property is struck off concerning the amount of such insurance and, if Purchaser considers Seller's insurance inadequate in amount or type, he should, at his own expense, procure such additional amounts, types, and/or policies of insurance as he may deem prudent to protect his risk.

9. The Seller reserves the right to reject any or all bids.

10. Survey, if desired by Purchaser, shall be obtained and paid for by Purchaser.

11. The property and all improvements are being sold "as is" without warranty as to condition. The Purchaser and/or Purchaser's agents have had an opportunity to inspect the property, and the same is being purchased as a result of such inspection and not as a result of any representations made by Seller or any of Seller's agents. Seller has no knowledge concerning the presence or absence of radon or the presence of lead-based paint and/or lead-based paint hazards.

Purchaser acknowledges receipt of Seller's Property Disclosure Statement and Lead-Based Paint Disclosure Statement.

The Purchaser acknowledges that the Real Estate Seller Disclosure Law (68 P.S. §7301, et seq.) (herein “Seller Disclosure Act”) requires the seller of certain real estate to provide certain disclosures regarding the real estate offered for sale on a form required by the Seller Disclosure Act. The Purchaser further acknowledges that the Seller Disclosure Act provides for damages in the event such disclosures are not made.

Attached hereto is a Seller’s Disclosure Statement. The Purchaser, by the execution of the Purchasers’ Agreement attached to these Conditions of Sale, acknowledges that he has had a full and complete opportunity to review the Disclosure Statement attached hereto and acknowledges receipt thereof. The Purchaser hereby waives any further compliance with the Seller Disclosures Act by the Seller. The Purchaser hereby releases, remises, and quitclaims unto Seller any and all claims, actions, or causes of action under the Seller Disclosure Act. Seller has not conducted or had conducted any inspection or examination of the Property, or any fixtures or equipment included with the Property, prior to the date of this sale. The Disclosure Statement shall not constitute a guaranty or warranty of the condition of the Property or any fixtures or equipment included with the Property. The Disclosure Statement shall not amend or supersede the provisions of Paragraph 11 of these Conditions of Sale.

The Purchaser further acknowledges that neither the attorney for the Seller nor the auctioneer has made any specific representations regarding the condition of the Property, and that the Purchaser has not relied upon any representations or statements of the attorney for the Seller or the auctioneer. The Purchasers releases the attorney for the Seller and the auctioneer from any claims, actions, or causes of action arising from or due to any defect in the Property existing on the date of this sale.

12. Purchaser acknowledges that no representation whatsoever is made concerning zoning of the property, or the uses of the property that may be permitted under local ordinances, and the Purchaser has satisfied himself that the zoning of the property is satisfactory for his contemplated use thereof. Purchaser hereby waives any applicable requirement for Seller to provide a certification of zoning classification prior to settlement.

13. Purchaser acknowledges that these Conditions of Sale were available for inspection by Purchaser prior to the commencement of bidding and sale of the property, that the Purchaser had an opportunity to review the full Conditions of Sale, and that the Purchaser understands the contents of the Conditions of Sale and all terms and conditions under which the property is being sold, agreeing to be bound by the full terms and conditions as set forth herein. The Purchaser acknowledges that only a summary of the Conditions of Sale was read prior to the commencement of bidding on the property, and that the Purchaser is not relying upon the public reading of the Conditions of Sale as a complete statement of the terms and conditions for the sale of the property.

14. The attached Lead-Based Paint Disclosure is provided pursuant to the requirements of regulations promulgated by the United States Environmental Protection Agency (hereinafter called “EPA”), 24 C.F.R. Part 35, and 40 C.F.R. Part 745. The Disclosure required by such regulations is attached hereto and made a part hereof. By execution of the Purchaser’s Agreement attached to these Conditions of Sale, the Purchaser acknowledges that he has reviewed the information as set forth in the Disclosure attached hereto and certifies that, to the best of his knowledge, the information provided therein is true and accurate. The Purchaser

also waives rights under the aforesaid statute to be provided with a pamphlet about the dangers of lead poisoning.

15. The Record Owner (L. Eugene Wenger) and Purchaser acknowledge that Record Owner may desire to effectuate a “like-kind exchange” in connection with the sale. Purchaser agrees to cooperate with Record Owner so as to allow a like-kind exchange within the meaning of Section 1031 of the Internal Revenue Code. It is understood and agreed that all funds required in connection with the acquisition of any exchange property shall be advanced by Record Owner. In connection with the acquisition of any exchange property, the Purchaser shall have no personal liability under any contract for the acquisition of such exchange property, and the Seller shall indemnify and hold the Purchaser harmless in connection with any loss, expense, or damage with respect to the same.

16. 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.

**RECORD OWNER:**

**EQUITABLE OWNER:**

PILGRIM MENNONITE CONFERENCE

\_\_\_\_\_(SEAL)  
L. EUGENE WENGER

By:\_\_\_\_\_  
Galen M. Martin, Treasurer

**PURCHASER'S AGREEMENT**

I/We, \_\_\_\_\_, agree to have purchased the Real Estate mentioned in the foregoing Conditions, subject to said Conditions, for the sum of \$ \_\_\_\_\_; and if I/we shall acquire possession of the property before payment of the purchase money and shall 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 said 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.

I/we acknowledge receipt from the Seller of the following title documents:

WITNESS my/our hand/s and seal/s this 26<sup>th</sup> day of March, A.D., 2024.

Signed in the Presence of:

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

**RECEIPT**

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

\* Both Seller/s and Purchaser/s, whether one or more, are designated throughout these Conditions of Sale in singular masculine form.

EXHIBIT A

ALL those certain tracts of land with improvements thereon erected, known and numbered as 699 Smokestown Road, situate on Smoketown Road in the Township of East Cocalico, County of Lancaster, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

TRACT NO. 1:

BEGINNING at the southwest corner thereof, a point in the public road leading from Denver to Adamstown, forty-three (43) feet more or less eastward from the southwest corner of land now or late of Earl Dunkelberger, of which this lot was formerly a part; thence by land now or late of Earl Dunkelberger, North three (03) degrees forty-five (45) minutes West, one hundred twenty-five (125) feet to an iron pin; thence by Tract No. 2 hereinafter described, South eighty-six (86) degrees thirty (30) minutes East, seventy-five (75) feet to an iron pin; thence by land now or late of Paul DeChamplain, South three (03) degrees forty-five (45) minutes East, one hundred twenty-five (125) feet to a point in said road, crossing an iron pin at the north side thereof; thence along in said road, North eighty-six (86) degrees thirty (30) minutes West, seventy-five (75) feet to the place of BEGINNING.

TRACT NO. 2:

BEGINNING at an iron pin, being the northwest corner of the tract hereinbefore described; thence by land now or late of Earl Dunkelberger, North three (03) degrees ten (10) minutes West, one hundred twenty-five (125) feet to an iron pin; thence by the same land, South eighty-five (85) degrees forty (40) minutes East, seventy-five (75) feet to an iron pin; thence still by the same, South three (03) degrees ten (10) minutes East, one hundred twenty-two and eight tenths (122.8) feet to an iron pin; thence by Tract No. 1, North eighty-six (86) degrees thirty (30) minutes West, seventy-five (75) feet to the place of BEGINNING.

BEING THE SAME PREMISES WHICH Margaret A. Lorah, by Deed dated July 20, 2016, and recorded July 21, 2016, in the Office of the Recorder of Deeds Office in and for Lancaster County, Pennsylvania, to Document ID No. 6277822, granted and conveyed unto L. Eugene Wenger, his heirs and assigns.

UNDER AND SUBJECT TO an unrecorded Installment Sales Agreement dated February 3, 2024, by and between L. Eugene Wenger (record owner) and Pilgrim Mennonite Conference (equitable owner) whereby L. Eugene Wenger has granted a twenty (20%) interest in said premises to Pilgrim Mennonite Conference.

**DRAFT**

CONDITIONS OF SALE

1. The property to be sold is all those two (2) certain tracts of unimproved land, containing approximately .19 of an acre, situate along Smokestown Road in East Cocalico Township, Lancaster County, Pennsylvania, being more fully bounded and described on “Exhibit A” attached hereto and made a part hereof.

2. The highest bidder shall be the Purchaser\* 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 as security for performance of this Agreement. Purchaser is aware that Seller shall receive and deposit in Seller’s non-interest bearing account the ten (10%) percent down payment. The Purchaser acknowledges that the property is not being sold subject to the ability of the Purchaser to obtain any financing for the purchase thereof. If any dispute arises among bidders, the property shall immediately be put up for renewal of bidding.

3. BALANCE of PURCHASE MONEY shall be paid at SETTLEMENT to be held at the office of such attorney or title company as Purchaser may designate in Lancaster County, Pennsylvania, on or before May 10, 2024 (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 (or “fiduciary”, if applicable”) warranty Deed prepared at the Purchaser’s expense, good and marketable fee simple title to said property, insurable at regular rates by a title insurance company of Buyer’s choice licensed to do business in the Commonwealth of Pennsylvania, 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 of cornices, trim and spouting over property boundaries, or encroachments of any kind within the legal width of public highways.

The Seller represents (a) that there are no pending and unsettled eminent domain proceedings, no appropriations by the filing of the State Highway plans in the Recorder’s Office, and no uncomplished orders from any governmental authority to do work or correct conditions affecting this property of which the Seller has knowledge; and (b) 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, any petroleum products pipeline or public storm sewer, or any other easement that is not apparent upon reasonable physical inspection.

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 that 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 Deed shall be paid by Seller, and all required state and local REALTY TRANSFER TAXES shall be paid by Purchaser.

Purchaser shall be responsible for any additional Pennsylvania Realty Transfer Tax imposed on any assignment of this Agreement.

(b) REAL ESTATE TAXES shall be apportioned to date of settlement or prior delivery of possession on a fiscal year basis.

(c) WATER and SEWER RENT shall be paid by Seller to date of settlement or prior delivery of possession.

(d) Any "DISBURSEMENT" or similar FEES purported to be charged by Purchaser's title company or attorney against Seller for services that Seller has not specifically engaged shall be paid by Purchaser.

6. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances; gas, electric, heating, plumbing, lighting, water, water softening, and central air conditioning fixtures and systems; cook stoves and built-in ovens; laundry tubs; radio and television 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--- None.

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

8. Seller will continue in full force the present insurance coverage upon the property until delivery of Deed or possession to the Purchaser (whichever shall first occur), 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. Purchaser should inquire after the property is struck off concerning the amount of such insurance and, if Purchaser considers Seller's insurance inadequate in amount or type, he should, at his own expense, procure such additional amounts, types, and/or policies of insurance as he may deem prudent to protect his risk.

9. The Seller reserves the right to reject any or all bids.

10. Survey, if desired by Purchaser, shall be obtained and paid for by Purchaser.

11. The property and all improvements are being sold "as is" without warranty as to condition. The Purchaser and/or Purchaser's agents have had an opportunity to inspect the property, and the same is being purchased as a result of such inspection and not as a result of any representations made by Seller or any of Seller's agents. Seller has no knowledge concerning the presence or absence of radon or the presence of lead-based paint and/or lead-based paint hazards.

Purchaser acknowledges receipt of Seller's Property Disclosure Statement

The Purchaser acknowledges that the Real Estate Seller Disclosure Law (68 P.S. §7301, et seq.) (herein "Seller Disclosure Act") requires the seller of certain real estate to provide certain disclosures regarding the real estate offered for sale on a form required by the Seller Disclosure Act. The Purchaser further acknowledges that the Seller Disclosure Act provides for damages in the event such disclosures are not made.



Attached hereto is a Seller's Disclosure Statement. The Purchaser, by the execution of the Purchasers' Agreement attached to these Conditions of Sale, acknowledges that he has had a full and complete opportunity to review the Disclosure Statement attached hereto and acknowledges receipt thereof. The Purchaser hereby waives any further compliance with the Seller Disclosures Act by the Seller. The Purchaser hereby releases, remises, and quitclaims unto Seller any and all claims, actions, or causes of action under the Seller Disclosure Act. Seller has not conducted or had conducted any inspection or examination of the Property, or any fixtures or equipment included with the Property, prior to the date of this sale. The Disclosure Statement shall not constitute a guaranty or warranty of the condition of the Property or any fixtures or equipment included with the Property. The Disclosure Statement shall not amend or supersede the provisions of Paragraph 11 of these Conditions of Sale.

The Purchaser further acknowledges that neither the attorney for the Seller nor the auctioneer has made any specific representations regarding the condition of the Property, and that the Purchaser has not relied upon any representations or statements of the attorney for the Seller or the auctioneer. The Purchasers releases the attorney for the Seller and the auctioneer from any claims, actions, or causes of action arising from or due to any defect in the Property existing on the date of this sale.

12. Purchaser acknowledges that no representation whatsoever is made concerning zoning of the property, or the uses of the property that may be permitted under local ordinances, and the Purchaser has satisfied himself that the zoning of the property is satisfactory for his contemplated use thereof. Purchaser hereby waives any applicable requirement for Seller to provide a certification of zoning classification prior to settlement.

13. Purchaser acknowledges that these Conditions of Sale were available for inspection by Purchaser prior to the commencement of bidding and sale of the property, that the Purchaser had an opportunity to review the full Conditions of Sale, and that the Purchaser understands the contents of the Conditions of Sale and all terms and conditions under which the property is being sold, agreeing to be bound by the full terms and conditions as set forth herein. The Purchaser acknowledges that only a summary of the Conditions of Sale was read prior to the commencement of bidding on the property, and that the Purchaser is not relying upon the public reading of the Conditions of Sale as a complete statement of the terms and conditions for the sale of the property.

14. 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.

\_\_\_\_\_(SEAL)  
NEVIN SCHLEGEL

\_\_\_\_\_(SEAL)  
CARLA J. SCHLEGEL

**PURCHASER'S AGREEMENT**

I/We, \_\_\_\_\_, agree to have purchased the Real Estate mentioned in the foregoing Conditions, subject to said Conditions, for the sum of \$ \_\_\_\_\_; and if I/we shall acquire possession of the property before payment of the purchase money and shall 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 said 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.

I/we acknowledge receipt from the Seller of the following title documents:

WITNESS my/our hand/s and seal/s this 26<sup>th</sup> day of March, A.D., 2024.

Signed in the Presence of:

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

**RECEIPT**

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

\_\_\_\_\_ (SEAL)  
(on behalf of Seller)

\* Both Seller/s and Purchaser/s, whether one or more, are designated throughout these Conditions of Sale in singular masculine form.

EXHIBIT A

ALL THOSE CERTAIN two (2) tracts of land situate in the Township of East Cocalico, County of Lancaster, and Commonwealth of Pennsylvania bounded and described as follows, to wit:

TRACT NO. 1:

BEGINNING at the southwest corner thereof, a point in the public road leading from Denver to Adamstown, being one hundred eighteen (118) feet, more or less, eastward from a corner in the road and land now or late of Earl Dunkelberger, of which this lot was a part; thence by land now or late of Amos R. Sweigert, North three (03) degrees forty-five (45) minutes West, one hundred twenty-five (125) feet to an iron pin; thence by land now or late of Earl R. Dunkelberger, South eighty-six (86) degrees thirty (30) minutes East, seventy-five (75) feet to an iron pin; thence by Tract No. 2, hereinafter described, South three (03) degrees forty-five (45) minutes East, one hundred twenty-five (125) feet to a point in the road; thence along in said road, North eighty-six (86) degrees thirty (30) minutes West, seventy-five (75) feet to the place of BEGINNING.

TRACT NO. 2:

BEGINNING at a point in the public road leading from Denver to Adamstown, a corner of land now or late of George Wells; thence in and along said road, North eighty-six (86) degrees thirty (30) minutes West, ten (10) feet to a point in said road; thence by Tract No. 1, hereinbefore described, North three (03) degrees forty-five (45) minutes West, one hundred twenty-five (125) feet to an iron pin; thence by land now or late of George Wells, South eight (08) degrees twenty (20) minutes East, one hundred twenty-five (125) feet to the place of BEGINNING.

BENG THE SAME PREMISES which Nathaniel L. Enck and Ayline C. Enck, husband and wife, by Deed dated May 21, 2020, and recorded May 22, 2020, in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania, to Document ID No. 6523182, granted and conveyed unto Nevin Schlegel and Carla J. Schlegel, husband and wife, as tenants by the entirety.

UNDER AND SUBJECT to public and private rights in and to Smokestown Road.