

CONDITIONS OF SALE

The terms and conditions of the present public sale, held October 6, 2022, (herein "Public Sale Date") are as follows:

1. **SELLER:** This sale is held on behalf of JOSEPH I. SIPES, SR., by his Agent, Wynetta Martin (herein the "Seller") the present owner of the Premises hereinafter set forth, c/o A. Anthony Kilkuskie 117A West Main Street, Ephrata, PA 17522.

2. **PREMISES:** The property to be sold (herein "Premises") is commonly known as 233 E. Fulton Street, (Tract No. 1 and Tract No. 2 situate in Ephrata Borough and Tract No. 3 situate in Ephrata Township, Lancaster County), Ephrata, PA 17522, and is more particularly described in the legal description marked Schedule "A" attached hereto, and incorporated herein by reference (Document ID 6417663 and Tax Map Nos. 260-67909-0-0000 and 270-50552-0-0000).

3. **PURCHASE AND DOWN PAYMENT:** The auctioneer shall take bids upon the Premises, and, in the event that the Premises are placed in the hands of the auctioneer for sale, the highest bidder on the Premises shall be the Purchaser upon the Premises being struck off to him or her at the highest bid (herein "Purchase Price"). The highest bidder (herein "Purchaser" or "Buyer") shall immediately thereafter execute and deliver to Seller the Purchaser's Agreement attached to these Conditions of Sale, and shall pay TEN (10%) PERCENT OF THE PURCHASE PRICE down as security for the performance of the terms and conditions of these Conditions of Sale and Purchaser's Agreement. Purchaser acknowledges that the down payment shall be paid to Seller, and shall not be held in escrow.

4. **REBIDDING:** If any dispute arises among bidders, the Premises shall immediately be put up for renewal of bidding by the auctioneer.

5. **TITLE:** The balance of the purchase money in cash or certified check shall be paid at settlement, as hereinafter set forth, upon which payment the Seller shall convey to the Purchaser, by special warranty deed prepared at the Purchaser's expense, good and marketable title to the Premises free and clear of liens and encumbrances except as noted in these conditions, rights granted to Bell Telephone Company of PA set forth in Record Book I-31, Page 543, and also subject to existing wall rights, easements, utility reserve strips, building or use restrictions, zoning or land subdivision regulations, encroachments of cornices, trim and spouting over property boundaries, or encroachments which would be apparent upon reasonable physical inspection of the Premises, which appear of record, or which are within the legal width of public highways.

6. **SETTLEMENT:** Settlement shall be held at the Law Office of A. Anthony Kilkuskie, 117A West Main Street, Ephrata, PA 17522, or at such other place in Lancaster County as Purchaser may elect, on or before December 5, 2022, (herein "Settlement Date") which time shall be of the essence of this Agreement unless some other time and place shall hereafter be agreed upon by Seller and Purchaser. At settlement Purchaser shall pay the balance of the purchase price to Seller. Possession of the Premises shall be given to Purchaser at settlement. Formal tender of deed and purchase money are waived.

7. **COSTS:** The costs related to this public sale and the settlement on the Premises shall be as follows:

(a) Purchaser shall provide and pay:

(i) All required state and local realty transfer taxes.

(ii) Any survey, if desired or required by Purchaser, other than a survey required to provide Seller with an adequate legal description as may be required to meet the requirements of paragraph 5.

(iii) Any and all disbursement fees, escrow fees, tax certification fees, service fees, or similar fees or costs, purported to be charged against Seller by any title company or attorney holding settlement for the Premises, unless expressly contracted for in writing by the Seller.

(iv) The cost of any title search at regular rates, title insurance, certification of title, examination of title, and title company or settlement services.

(v) Preparation of other documents, including, but not limited to, deed, mortgage, and bill of sale for personal property, if any, and all fees incurred at settlement, including attorney fees, tax certifications fees, disbursement fees, recording fees, or settlement fees, whether purported to be billed against Purchaser or Seller, unless expressly contracted for in writing by Seller.

(b) Seller shall provide or pay for:

(i) Acknowledgments to deed.

(ii) Water and sewer rent and electric, if any, through the earlier of the Settlement Date, or the date of prior delivery of possession to Purchaser.

(iii) A legally adequate description and the cost of preparing, obtaining and/or recording releases or other documents or surveys reasonably required.

(c) Real estate taxes upon the Premises shall be apportioned on a fiscal year basis to the earlier of the Settlement Date, or the date of prior delivery of possession to Purchaser.

8. **REJECTION OF BIDS:** Seller reserves the right to reject any and all bids. Seller reserves the right to withdraw the Premises from sale, and/or to adjourn the sale to a future date or dates.

9. **EMINENT DOMAIN:** The Seller represents that there are no pending or unsettled eminent domain proceedings and no appropriations by the filing of the State Highway plans in the Recorder's Office. Any proceeding for condemnation or by eminent domain instituted against the Premises after the date hereof shall in no way affect Purchaser's obligation to purchase the Premises; provided that Purchaser shall receive credit for any proceeds, consideration, damages, or sums paid by any condemning authority as a result of such action if the same is paid prior to settlement. Seller shall be under no obligation to defend against or appear in any such action, provided that Seller provides Purchaser with notice of the institution of such action no later than 15 days after Seller's receipt of notice thereof, and, in such event, Seller shall cooperate in Purchaser's defense or appearance in such action, at Purchaser's expense.

10. **CONDITION OF PREMISES AND FIXTURES:** 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 Purchaser's insurance; damages of any kind occurring after possession of the Premises has been given to the Purchaser; 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.

The Seller's Disclosure Statement attached hereto notwithstanding, by execution of the Purchaser's Agreement, the Purchaser acknowledges that he has had a full and complete opportunity to inspect the Premises. *The Premises are being sold unto Purchaser "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.* The Lead-Based Paint paragraph herein notwithstanding, 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.

In the event any repair or improvement to or any inspection or testing of the Premises is desired by the Purchaser or by any lender proposing to provide Purchaser with financing for the purchase of the Premises, the costs of any such repair, improvement, inspection, or testing shall be payable solely by the Purchaser. 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 Seller deems appropriate, including, but not limited to, insurance coverage and indemnification and hold harmless agreements. The Purchaser'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.

11. **REAL ESTATE SELLER DISCLOSURE LAW:** : The Purchaser acknowledges that the Real Estate Seller Disclosure Law (68 Pa. C.S.A. 7302, et seq.) (herein "Seller Disclosure Law"), 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 Law. The Purchaser further acknowledges that the Seller Disclosure Law 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 Disclosure Law 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 Law. Seller has not conducted or had conducted any inspection or examination of the Premises, or any fixtures or equipment included with the Premises, prior to the date of this sale. The Disclosure Statement shall not constitute a guaranty or warranty of the condition of the Premises, or any fixtures or equipment included with the Premises. The Disclosure Statement shall not amend or supersede the provisions of Paragraph 10 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 Premises, and that the Purchaser has not relied upon any representations or statements of the attorney for the Seller or auctioneer. The Purchaser releases the Seller, 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 Premises existing on the date of this sale.

12. **DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS.**

A. Lead Warning Statement. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase....42 U.S.C. 4852(d).

B. Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

C. Seller has no reports or records pertaining to lead-based paint and/or lead-based hazards in the housing.

D. Purchaser waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. As a result of the waiver of risk assessment, the Purchaser acknowledges that the Premises is to be sold "AS IS", and shall not be subject to or contingent upon an such assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

13. **RADON DISCLOSURE:** Radon is a radioactive gas produced naturally in the ground by the normal decay of uranium and radium. Uranium and radium are widely distributed in trace amounts in the earth's crust. Descendants of Radon gas are called Radon daughters, or Radon progeny. Several Radon daughters emit alpha radiation, which has high energy but short range. Studies indicate the result of extended exposure to high levels of Radon gas/Radon daughters is an increased risk of lung cancer. Radon gas originates in soil and rocks. It diffuses, as does any gas, and flows along the path of least resistance to the surface of the ground, and then to the atmosphere. Being a gas, Radon can also move into any air space, such as basements, crawl spaces and permeate throughout the home. If a house has a Radon problem, it can usually be cured by increased ventilation and/or preventing Radon entry. The Environmental Protection Agency advises corrective action if the annual average exposure to Radon daughters exceeds 0.02 working levels. Further information can be secured from the Department of Environmental Protection, Bureau of Radiation Protection Office, P.O. Box 8469, Harrisburg, Pennsylvania 17105-8469; Call 1-800-23RADON or (717) 783-3594. Purchaser acknowledges that Purchaser has the right to have the buildings inspected to determine if Radon gas and/or Radon daughters are present. Purchaser waives this right and agrees to accept the Premises AS IS, with no certification from Seller. Purchaser releases, quits, and forever discharges Seller, their heirs and assigns, from any and all claims, losses, or demands, including personal injuries, and all of the consequences thereof, whether now known or not, which may arise from the presence of Radon in any building on the Premises. Seller has no knowledge concerning the presence or absence of Radon.

14. **ZONING:** The parties acknowledge that no representation whatsoever is made concerning zoning of the Premises, or the uses of the Premises that may be permitted under local ordinances, and that Purchaser has satisfied himself that the zoning of the Premises is satisfactory for his contemplated use thereof. The Purchaser hereby waives any applicable requirement for Seller to provide a certification of zoning classification prior to settlement pursuant to Disclosure Act of July 27, 1955, P.L. 288, section 3, as amended and re-enacted (21 P.S. section 613).

15. **INCLUSIONS WITH PREMISES:** Included in this sale are all buildings, improvements, rights, privileges, and appurtenances to the Premises, including if any, but not limited to:

- (a) Any central air conditioning fixtures and systems.
- (b) Any gas, electric, heating, plumbing, lighting, or water fixtures and systems.
- (c) Storm doors and windows, screen doors and fitted window screens.

- (d) Any other articles permanently affixed to the Premises, except as herein set forth.
- (e) Any built-in cook stoves or ovens.
- (f) Electric chair lift.
- (g) Miscellaneous: Items listed in "YES" column of Section 16 of the Seller's Property Disclosure Statement attached hereto, "AS IS".

16. **EXCLUSIONS FROM PREMISES:** The following items are expressly excluded from the sale and will be removed from the Premises by Seller prior to settlement, the Premises to be restored to reasonable condition by Seller prior to settlement: NONE

17. **FIRE INSURANCE:** Seller will continue in force the present insurance coverage upon the Premises until delivery of deed or possession to the Purchaser, whichever event 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 thereof. The Purchaser should inquire after the Premises is struck off concerning the amount of such insurance.

18. **PURCHASER'S DEFAULT:** In case of noncompliance by the Purchaser with any term of these Conditions, the Seller shall have the option, in addition to all other remedies provided by law, to exercise any one or more of the following remedies:

(a) To retain the Purchaser's down money as liquidated damages, regardless of whether or not, or on what terms, the Premises is retained or resold/ and/or

(b) To resell the Premises at public or private sale, with or without notice to the present Purchaser, and to retain any advance in price, or hold the present Purchaser liable for any loss resulting from such resale, meanwhile holding the down money paid hereunder as security for payment of such loss.

19. **SUMMARY OF CONDITIONS:** The Purchaser acknowledged that these Conditions of Sale were available for inspection by the Purchaser prior to the commencement of bidding and sale of the Premises, that the Purchaser had an opportunity to review the full Conditions of Sale, and that the Purchaser understands the contents thereof and all terms and conditions under which the Premises is being sold, agreeing to be bound by the full terms and conditions as set forth therein. The Purchaser acknowledges that only a summary of the Conditions of Sale was read prior to commencement of bidding on the premises, 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 Premises.

20. **PARTIES BOUND:** These Conditions of Sale and the Purchaser's Agreement made hereunder shall be binding upon the parties hereto and their respective heirs, successors, personal representatives and assigns. All references to the highest bidder, Buyer or Purchaser contained herein shall be deemed to refer to all Purchasers, jointly and severally, whether referred to in the singular or plural, or masculine or female form.

21. **INTENT:** This Agreement represents the whole Agreement between the parties, and any representations concerning the Premises, or otherwise, made prior to the execution of the Purchaser's Agreement, are hereby superseded by this Agreement. No modification of these Conditions of Sale shall be valid unless made in writing, executed with the same degree of formality as these Conditions of Sale and the Purchaser's Agreement attached hereto.

IN WITNESS WHEREOF, the Seller has executed these Conditions of Sale, intending to be legally bound hereby, on the day and year first above written.

JOSEPH I. SIPES, SR.

BY _____
WYNETTA MARTIN, AGENT

PURCHASER'S AGREEMENT & RECEIPT

The undersigned, as Purchaser, intending to be legally bound hereby, acknowledges that Purchaser has examined the Conditions of Sale attached hereto available for inspection prior to the sale of the Premises, and agrees to be bound by the full terms thereof, further acknowledging that only a summary of the Conditions was read prior to commencement of bidding for the Premises.

The Purchaser agrees to purchase the Premises described in the foregoing Conditions of Sale under the terms and conditions as therein set forth, for the sum of _____
(\$ _____) Dollars.

In the event that Purchaser fails to make settlement as required in the foregoing Conditions of Sale, Purchaser hereby irrevocably authorizes any attorney of any court to appear for Purchaser, or any of them, and to confess judgment against Purchaser, jointly or severally, for all sums due hereunder, including any loss resulting from resale of the Premises by Seller, whether by private or public sale, with or without notice to Purchaser, upon filing of an Affidavit of Default under the terms hereof, together with interest at the rate of Ten (10%) Percent per annum, and together with a collection fee equal to fifteen (15%) percent of the amount then due but in no event less than Five Hundred and 00/100 (\$500.00) Dollars, all costs of suit, release of heirs, and waiver of appeals, and without stay of execution. This warranty shall include a waiver of all appraisal, stay, and exemption laws of any state, now in force or hereafter enacted. This Power of Attorney shall not be affected by the disability of the principal or principals.

IN WITNESS WHEREOF, the Purchasers have executed this Agreement on October 6, 2022, intending to be legally bound hereby:

Purchaser's
Signature(s) _____

Address: _____

Purchaser's
Printed Name(s) _____

Phone: _____ (h) _____ (w)

The undersigned acknowledges receipt from Purchaser on behalf of Seller of the sum of _____ Dollars, representing the down payment of the Purchase Price for the purchase of the Premises.

Seller or Seller's Attorney

SCHEDULE A

ALL THOSE CERTAIN three tracts of land, Tract No. 1 and Tract No. 2 with dwelling erected thereon in Ephrata Borough and Tract No. 3 situate in Ephrata Township, County of Lancaster, Commonwealth of Pennsylvania, known and numbered as 233 East Fulton Street, Ephrata, PA 17522, bounded and described as follows, to wit:

TRACT NO. 1

BEGINNING at a point in or near the middle of the public road leading from Ephrata to Diamond Station; thence by Tract No. 2 herein crossing an iron pin planted on the Southwest side of the road, South 67 degrees West, 174.5 feet to an iron pin; thence by land ow late of William E. Adams, North 23 degrees West, 50 feet to an iron pin; thence by the same, North 67 degrees East, 174.5 feet to a point in the middle of said public road, having crossed an iron pin planted on the Southwest side of road; thence along the middle of said public road by opposite land now or late of Annie D. Mellinger, South 23 degrees East 50 feet to the place of BEGINNING.

CONTAINING 8,725 square feet.

TRACT NO. 2

BEGINNING at a point in or near the middle of the public road leading from Ephrata to Diamond Station; thence by Tract No. 2 herein crossing an iron pin planted on the Southwest side of the road, South 67 degrees West, 174.5 feet to an iron pin; thence by land ow late of William E. Adams, North 23 degrees West, 50 feet to an iron pin; thence by the same, North 67 degrees East, 174.5 feet to a point in the middle of said public road, having crossed an iron pin planted on the Southwest side of road; thence along the middle of said public road by opposite land now or late of Annie D. Mellinger, South 23 degrees East 50 feet to the place of BEGINNING.

CONTAINING 8,725 square feet.

TRACT NO. 3

BEGINNING at an iron pin a point of land; thence by land now or late of John Brossman, South 87 degrees 58 minutes West 119.3 feet to an iron pin; thence by land now or late of Cyrus Dietrich, North 36 degrees 52 minutes East, 130.8 feet to an iron pin; thence by land now or late of Harry G. Leinbach and William F. Adams, respectively, South 23 degrees East, 112 feet to the place of BEGINNING.

CONTAINING 22 perches of land.

BEING THE SAME PREMISES WHICH Joseph I. Sipes, Sr., Administrator of the Estate of Miriam A. Sipes, by deed dated August 16, 2018, and recorded September 10, 2018, in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania, in Document ID 6417663, granted and conveyed unto Joseph I. Sipes, Sr.