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JAMES A. COON ESTATE  
PUBLIC AUCTION OF  
206 WECAF ROAD,  
NEW HOLLAND, PA 17557

— July 2, 2020 —

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CONDITIONS OF SALE

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The terms and conditions of the present public sale (herein also “**Conditions**”), held Thursday, July 2, 2020 (herein also “**Public Sale Date**”), are as follows:

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1. **SELLER:** This sale is held on behalf of the **James A. Coon Estate** (herein also “**Seller**”), % Nancy L. Strause, Administrator, 1155 Ranck Road, New Holland, PA 17557 and it is the present owner of the herein-described Premises as of the Public Sale Date as more fully described herein.

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2. **PREMISES:** The real property to be sold (herein also “**Premises**”) is commonly known as **206 Wecaf Road, New Holland, New Holland Borough, Lancaster County, PA 17557 (having Tax Account No. 480-00020-0-0000)**, and it is more particularly described in the legal description that is attached hereto and marked “**Exhibit 1**”, which is made a part hereof and incorporated herein by reference.

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A. **No Survey Performed:** The Premises has not been recently surveyed and, thus, Seller does NOT warrant or guarantee the perimeter of the Premises.

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B. **Sale Disclaimers:**

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(1) **No warranties:** All announcements made the day of the auction sale shall take precedence over any printed material except these Conditions. **The Premises, Tract, and Lot is sold “AS IS”, and with all faults and NO expressed or implied warranties of any kind or nature whatsoever.** All information regarding said Premises, Tract, and Lot for sale are from sources deemed reliable, but **NO WARRANTIES OR REPRESENTATIONS ARE MADE** by the Seller, Auctioneer, or their respective affiliates, employees, title searchers, Board Members, attorneys, agents, or representatives as to the accuracy or reliability thereof, and same is subject to errors, omissions, accidents, or other conditions.

42 (2) **Buyer Due Diligence:** All bidders are encouraged to inspect the  
43 Premises prior to placing any bid, and each successful high bidder, as a Purchaser,  
44 acknowledges and agrees that said Purchaser has had a reasonable opportunity prior  
45 to the Auction to inspect and examine the title and condition of the Premises and  
46 make inquiries of applicable governmental authorities pertaining to said Purchaser's  
47 proposed use of the Property and as Buyer otherwise deems necessary or desirable.  
48 **Prospective purchasers must rely upon their OWN investigations and due**  
49 **diligence** and, thus, the Seller, Auctioneer, and their respective affiliates, employees,  
50 title searchers, Board Members, attorneys, agents, and representatives are not  
51 responsible for errors, omissions, accidents, or other conditions. **The Seller (in its**  
52 **absolute sole discretion) reserves the right to change, alter, supplement, modify,**  
53 **or amend these Conditions with respect to the Premises prior to, at, or during**  
54 **the auction.** Neither the Seller nor the Auctioneer, nor their respective affiliates,  
55 employees, title searchers, Board Members, attorneys, agents, or representatives, has  
56 any obligation to update these Conditions or information contained herein. **PRIOR**  
57 **TO COMMENCEMENT OF BIDDING FOR THE PREMISES TO BE SOLD**  
58 **AT THE AUCTION, The BIDDER MUST REVIEW THESE CONDITIONS**  
59 **OF SALE AND ATTACHED PURCHASERS'S AGREEMENTS PREPARED**  
60 **BY THE SELLER'S ATTORNEY, AND EVERY AND ALL BIDDERS WHO**  
61 **PURCHASE THE PREMISES EACH HEREBY (1) ACKNOWLEDGES**  
62 **READING THESE CONDITIONS AND THE PURCHASER'S**  
63 **AGREEMENTS IN FULL PRIOR TO THE COMMENCEMENT OF**  
64 **BIDDING AT THE AUCTION, OR (2) WAIVES THE RIGHT TO DO SO BY**  
65 **EXECUTING A PURCHASER'S AGREEMENT.**  
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68 3. **PURCHASE AND DOWN PAYMENT:** The Auctioneer, **Patrick Morgan of**  
69 **Patrick Morgan Auction Services,** (herein also "Auctioneer") will take bids upon the Premises,  
70 and in the event that the Premises is placed in the hands of the Auctioneer for sale, the highest bidder  
71 for said Premises shall be the Purchaser of the Premises upon the Premises being struck off to the  
72 highest bidder at the highest bid (herein also "**Purchase Price**"). The highest bidder (herein also  
73 "**Purchaser**" or "**Buyer**") for each Premises shall immediately thereafter execute and deliver to the  
74 Seller, the Purchaser's Agreement for the Premises attached to these Conditions, and shall pay down  
75 ten percent (10%) of the Purchase Price (herein also "**Down Payment**") as security for the  
76 performance of the terms and conditions of these Conditions and the Purchaser's Agreement. The  
77 Purchaser acknowledges that all Down Payments shall be paid to the Seller at the conclusion of the  
78 bidding for the applicable Premises, and shall NOT be held in escrow. **All Down Payments are**  
79 **nonrefundable under any and all circumstances.** Checks for all Down Payments will be deposited  
80 the next business day. The Seller reserves the right to refuse all post-dated checks. Post-dated and  
81 undated checks shall be conclusively deemed to be dated on the date of this sale, viz., July 2, 2020.  
82 **All checks should be made payable to the "James A. Coon Estate". The Purchaser further**  
83 **acknowledges that the Premises is NOT being sold subject to the ability of the Purchaser to**  
84 **obtain any financing for the purchase thereof, other contingencies, or post-Auction due**  
85 **diligence by the Purchaser.**  
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87 4. **REBIDDING UPON DISPUTES:** If any dispute arises among bidders, the  
88 Premises shall immediately be put up for renewal of bidding by the Auctioneer.  
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90 5. **REJECTION OF BIDS OR WITHDRAWAL FROM SALE:** The Seller reserves

91 the right to reject any and all bids. The Seller reserves the right to withdraw the Premises (or any  
92 portion thereof including, but not limited to, the entire Premises, purpart, lot, property, or any part  
93 of the Premises) from sale; to adjourn the sale to a future date or dates; or both.  
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95 A. **Competitive Bidding:** Competitive bidding is an essential element of an  
96 auction sale such as this one, and all auction sales should be conducted fairly and openly with  
97 full and free opportunity for competition among bidders. Any conduct, artifice, agreement,  
98 or combination the purpose and effect of which are to stifle fair competition and chill the  
99 bidding, is against public policy and will cause the sale and any executed Purchaser's  
100 Agreement to be terminated, rescinded, or set aside in the Auctioneer's, Seller's, or court of  
101 competent jurisdiction's sole discretion, either before or after the execution of these  
102 Conditions and Purchaser's Agreement. Collusion and bid rigging may constitute state or  
103 Federal crimes punishable by imprisonment, fines, or both. The Seller will report all illegal  
104 conduct to applicable law enforcement agencies and cooperate with any prosecution.  
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106 6. **PAYMENT AND TITLE:** The balance of the purchase money shall be paid at  
107 settlement, as hereinafter set forth, upon which payment the Seller shall convey to the Purchaser, by  
108 **fiduciary warranty deed** or deeds prepared at the Purchaser's expense, good and marketable fee  
109 simple title to the Premises, insurable without exception at regular rates by a title insurance company  
110 licensed to do business in the Commonwealth of Pennsylvania and selected by the Seller in its sole  
111 discretion, free and clear of all liens and encumbrances **except as noted in these Conditions**, but  
112 also subject to existing wall rights; easements; building or use restrictions; zoning, land, and  
113 subdivision regulations; encroachments of cornices, trim, and spouting over property boundaries;  
114 or encroachments of any kind within the legal width of public highways; and also subject to all  
115 easements, encumbrances, encroachments, or other matters that would be apparent upon reasonable  
116 physical inspection of the Premises (or applicable portion thereof). This Paragraph only sets forth  
117 the quality of title to be conveyed by the Seller to the Purchaser. Nothing herein shall be construed  
118 as obligating the Seller to provide any survey, title search, or title insurance, at the Seller's expense  
119 or otherwise. The acceptance of a deed by a Purchaser at settlement or otherwise shall constitute and  
120 be deemed and considered full compliance by the Seller of all the terms and conditions of these  
121 Conditions and said Purchaser's Agreement on the part of the Seller to be performed. The costs of  
122 any survey, title search, or title insurance desired by the Purchaser shall be the sole responsibility of  
123 the Purchaser, as also set forth in Paragraph 7 hereof.  
124

125 A. **Exceptions to Title:** The Premises are being sold subject to all liens,  
126 encumbrances, and exceptions publicly recorded in the Lancaster County Courthouse or  
127 elsewhere; described in these Conditions; described in any of the title searches, deeds,  
128 easements, instruments, documents, and other information attached to or incorporated in  
129 these Conditions (including, without limitation, all exhibits attached hereto and incorporated  
130 herein); and as follows:  
131

132 (1) **Other General Exceptions:** In addition to all other provisions  
133 herein, and by executing the applicable Purchaser's Agreement attached hereto, the  
134 Purchaser agrees that any and all portions of the Premises that said Purchaser  
135 purchases at the Auction and in accordance with these Conditions and the  
136 Purchaser's Agreement, are subject to all laws, ordinances, codes, rules, and  
137 regulations of applicable governmental authorities pertaining to the ownership, use,  
138 and occupancy of said Premises, including, but not limited to (when applicable),  
139 zoning, land use, building codes, and Condominium Association Documents, and the  
140 said Purchaser agrees to take title subject to such matters, and the following

141 permitted exceptions: (i) all covenants, restrictions, easements and agreements of  
142 record now on the Premises; (ii) the state of facts which would be shown by a current  
143 survey or inspection of the Premises; (iii) any matter created by or through Purchaser;  
144 (iv) any title matters that Purchaser has accepted or is deemed to have accepted as set  
145 forth in these Conditions and the Purchaser's Agreement; (vi) all such matters  
146 disclosed in or incorporated in these Conditions; and (vi) such other items that will  
147 not make the Premises unusable or unmarketable for the purposes for which the  
148 Premises is currently used.

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150 7. **SETTLEMENT:** Settlement shall be held at the **Law Offices of Bradford J.**  
151 **Harris, Esquire, 132 West Main Street, New Holland, Pennsylvania 17557** on or before **August**  
152 **17, 2020**, (herein also "**Settlement Date**"). All deadlines and times described in these Conditions  
153 and the Purchaser's Agreement shall be of the essence and strictly complied with. Possession of the  
154 Premises shall be given to the respective Purchaser at settlement therefor. Formal tender of deed and  
155 purchase money are hereby waived.

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157 8. **COSTS:** The costs related to this public sale, and the settlement on the Premises (or  
158 any portion thereof), shall be paid as follows:

159 A. The Purchaser shall provide and pay:

160 (1) All required state and local realty transfer taxes.

161 (2) Any survey, if desired or required by the Purchaser, other than a  
162 survey required to provide Seller with an adequate legal description.

163 (3) Any and all disbursement fees, escrow fees, service fees, or similar  
164 fees or costs, purported to be charged against Seller by any title company or attorney  
165 holding settlement for the Purchaser's Premises, unless expressly contracted for in  
166 writing by the Seller.

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

169 (5) Preparation of other documents including, but not limited to, deeds,  
170 mortgages, and bills of sale for personal property (if any), and payment of all fees and  
171 other costs with respect to purchase of their respective Premises and settlement  
172 therefor (and not enumerated hereafter to be paid by the Seller) including, but not  
173 limited to, attorney fees, tax certification fees, disbursement fees, recording fees, or  
174 settlement fees, whether purported to be billed against the Purchaser or the Seller,  
175 unless expressly contracted for in writing by the Seller.

176 B. The Seller shall provide or pay for:

177 (1) Acknowledgments to deed.

178 (2) Water and sewer rents, if any, through the earlier of the Settlement  
179 Date, or the date of prior delivery of possession to the Purchaser.

180 (3) A legally adequate description and preparing, obtaining, or recording  
181

191 of releases or other documents (but not including surveys) reasonably required in  
192 order to make the Seller's title to the Purchaser's respective Premises insurable at  
193 regular rates by a title insurance company of the Seller's choice licensed to business  
194 in the Commonwealth of Pennsylvania.

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196 C. Real estate taxes upon the Purchaser's respective Premises shall be  
197 apportioned on a fiscal basis to the earlier of the Settlement Date, or the date of prior  
198 delivery of possession to Purchaser.

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200 9. **EMINENT DOMAIN AND EASEMENTS:** Except as otherwise described in these  
201 Conditions, the Seller represents that there are no pending and unsettled eminent domain  
202 proceedings, no appropriations by the filing of state highway plans in the Recorder's Office, and no  
203 orders that have not been complied with from any governmental authority to do work or correct  
204 conditions affecting the Premises (or any part thereof) of which the Seller has knowledge; that no  
205 part of the Premises, except any part within utility reserve strips in developments or within legal  
206 limits of highways, is, or at settlement will be, subject to any easement for underground electric or  
207 telephone cable or sewer, gas, or water pipe serving other than the Premises, any petroleum products  
208 pipeline or public storm sewer, or any other easement, except such easements as may appear of  
209 record, such easements as may be disclosed by a reasonable inspection of the Premises (or any  
210 portion thereof), or which are noted in these Conditions. Any proceeding for condemnation or by  
211 eminent domain instituted against the Premises (or any part thereof) after the date hereof shall in no  
212 way affect a Purchaser's obligation to purchase their respective Premises as highest bidder thereof;  
213 provided that said Purchaser shall receive credit for any proceeds, consideration, damages, or sums  
214 paid by any condemning authority as a result of such action if the same is paid prior to settlement.  
215 In the event that any such proceeds, consideration, damages, or sums are paid after the Settlement  
216 Date, the Purchaser shall be entitled to receive same. The Seller shall be under no obligation to  
217 defend against or appear in any such action, provided that the Seller provides the applicable  
218 Purchaser with notice of the institution of such action no later than 15 days after the Seller's receipt  
219 of notice thereof, and in such event, the Seller shall reasonably cooperate in the Purchaser's defense  
220 of or appearance in such action, at the Purchaser's sole expense.

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222 10. **CONDITION OF THE PREMISES AND FIXTURES:** At settlement, the  
223 Premises and all its appurtenances and fixtures shall be in substantially the same condition as at  
224 present, except for the following: ordinary reasonable wear and tear; damages of any kind for which  
225 full or partial recovery may be had under the Seller's or a Purchaser's insurance; damages of any  
226 kind occurring after possession of any portion of the Premises has been given to a Purchaser;  
227 damages arising from any condition of the Premises existing on the Public Sale Date; damages of  
228 any kind arising from any taking of the Premises by eminent domain; or any combination of the  
229 foregoing.

230  
231 A. **Premises Are Sold "AS IS":** Notwithstanding any Seller's Disclosure  
232 Statement attached hereto or other disclosures herein, by execution of the Purchaser's  
233 Agreement, the Purchaser acknowledges that the Purchaser has had a full and complete  
234 opportunity to inspect the Premises. **The Premises and all parts thereof are being sold**  
235 **into the Purchaser "AS IS", with all faults and with NO representation, guarantee, or**  
236 **warranty (express or implied) regarding the condition of the Premises (or any part**  
237 **thereof) or any improvement or structure located on the Premises (or any part thereof)**  
238 including, but not limited to, structural integrity, roof, appliances, electrical system, heating  
239 system, plumbing system, water system, sewage disposal system, hazards, or hazardous or  
240 toxic substances, materials, or wastes (or any portion any of the foregoing). **"WHAT YOU**

241 **SEE” IS WHAT THE PURCHASER GETS, AND NO MORE.** Any Radon or  
242 Lead-Based Paint Disclosure attached hereto notwithstanding, **NO representation is made**  
243 **and NO implied or express warranty is given (a) regarding the presence or absence of**  
244 **any radon, lead paint, or hazardous or toxic substances, materials or wastes; or (b) that**  
245 **the Premises (or any portion thereof) is in compliance with any Federal, state, or local**  
246 **environmental or other laws, rules, or regulations.**  
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248 B. In the event any repair or improvement to or any inspection or testing of the  
249 Premises or portion thereof is desired by any Purchaser or by any lender proposing to provide  
250 any Purchaser with financing for the purchase of the Premises or any portion thereof, the  
251 costs of any such repair, improvement, inspection, or testing shall be payable solely by the  
252 Purchaser. The Seller reserves the right to refuse to permit any such repair, improvement,  
253 inspection, or testing, and to impose such conditions upon any permitted repair,  
254 improvement, inspection, or testing as the Seller deems appropriate including, but not limited  
255 to, insurance coverage and indemnification and hold harmless agreements. The Purchaser’s  
256 Agreements shall not be conditioned upon any such repair, improvement, inspection, or  
257 testing, or upon any specific results obtained from such inspection or testing.  
258

259 C. **The Purchaser releases, holds harmless, and indemnifies the Seller,**  
260 **Auctioneer, and their respective affiliates, employees, attorneys, title searchers, agents,**  
261 **and representatives (and their respective personal representatives heirs, successors, and**  
262 **assigns) from any and all claims, damages, actions, or causes of action (including,**  
263 **without limitation, for personal injuries or death, and all of the consequences thereof,**  
264 **whether now known or not) due to, arising from, or may arise from any radon, lead**  
265 **paint, defect, hazard, condition of the Premises (or any portion thereof), or hazardous**  
266 **or toxic substances, materials or wastes, with respect to the Premises (or any portion**  
267 **thereof); and such release, hold harmless, and indemnification further includes the**  
268 **Purchaser’s agreement to pay the Seller, and its above-named successors and**  
269 **representatives, any and all costs and expenses (including, without limitation, engineer,**  
270 **expert, and attorney fees) incurred by the Seller (or any or all of its above-named**  
271 **successors and representatives) regarding the foregoing claims, damages, actions, and**  
272 **causes of action.**  
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274 11. **DISCLOSURES AND THE REAL ESTATE SELLER DISCLOSURE ACT:**  
275 The Purchaser acknowledges that the Real Estate Seller Disclosure Act, Act No. 84 of 1996 (68 P.S.  
276 §7301, et seq.) (hereinafter called the Act), exempts the personal representative of a decedent's estate  
277 from compliance with the disclosure requirements of the Act. Accordingly, no Sellers' Disclosure  
278 Statement has been provided to the Purchaser.  
279

280 12. **LEAD BASE PAINT DISCLOSURE & WAIVER OF RISK ASSESSMENT:**  
281 This notice is provided (to the extent applicable) pursuant to the requirements of regulations  
282 promulgated by the *United States Environmental Protection Agency* (herein also “EPA”), 24 C.F.R.  
283 Part 35, and 40 C.F.R. Part 745. Any disclosure required by such regulations is attached hereto and  
284 made a part hereof. By the execution of the Purchaser’s Agreement attached to these Conditions,  
285 the Purchaser acknowledges that he has reviewed the information as set forth in any disclosure  
286 attached hereto, and certifies that, to the best of his knowledge, the information provided therein is  
287 true and accurate. The Purchaser also waives rights under the aforesaid statute to be provided with  
288 any applicable pamphlet required by the cited regulations about the dangers of lead poisoning. Any  
289 attached disclosure may contain a waiver of risk assessment. **The Purchaser acknowledges that**  
290 **the Premises and all portions thereof are sold “AS IS”, and shall not be subject to or**

291 contingent upon any such assessment or inspection for the presence of lead-based paint or  
292 lead-based paint hazards, regardless of any requirements of said regulations. The Purchaser  
293 releases, holds harmless, and indemnifies the Seller, Auctioneer, and their respective affiliates,  
294 employees, attorneys, title searchers, agents, and representatives (and their respective personal  
295 representatives heirs, successors, and assigns) from any and all claims, damages, actions, or  
296 causes of action (including, without limitation, for personal injuries or death, and all of the  
297 consequences thereof, whether now known or not) due to, arising from, or may arise from any  
298 lead-based paint or other hazards or defects in the Premises (or any portion thereof); and such  
299 release, hold harmless, and indemnification further includes the Purchaser's agreement to pay  
300 the Seller, and its above-named successors and representatives, any and all costs and expenses  
301 (including, without limitation, engineer, expert, and attorney fees) incurred by the Seller (or  
302 any or all of its above-named successors and representatives) regarding the foregoing claims,  
303 damages, actions, and causes of action. The Seller has no knowledge concerning the presence of  
304 lead-based paint or similar hazards.

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306 13. **RADON DISCLOSURE:** Radon is a radioactive gas produced naturally in the  
307 ground by the normal decay of uranium and radium. Uranium and radium are widely distributed in  
308 trace amounts in the earth's crust. Descendants of Radon gas are called "Radon daughters", or  
309 "Radon progeny". Several Radon daughters emit alpha radiation, which has high energy but short  
310 range. Studies indicate the result of extended exposure to high levels of Radon gas/Radon daughters  
311 is an increased risk of lung cancer. Radon gas originates in soil and rocks. It diffuses, as does any  
312 gas, and flows along the path of least resistance to the surface of the ground, and then to the  
313 atmosphere. Being a gas, Radon can also move into any air space, such as basements, crawl spaces  
314 and permeate throughout the home. If a house or other structure has a Radon problem, it can usually  
315 be cured by increased ventilation, preventing Radon entry, or both. The Environmental Protection  
316 Agency advises corrective action if the annual average exposure to Radon daughters exceeds 0.02  
317 working levels. Further information can be secured from the Department of Environmental  
318 Resources Radon Project Office, 1100 Grosser Road, Gilbertsville, Pennsylvania, 19525; Call  
319 1-800-23RADON or (215) 369-3590. The Purchaser acknowledges that Purchaser has the right to  
320 have the buildings or other structures on the Premises (or any portion thereof) inspected to determine  
321 if Radon gas or daughters are present. **The Purchaser waives this right and agrees to accept the**  
322 **Premises "AS IS", with NO certification or warranty from the Seller or Auctioneer. The**  
323 **Purchaser releases, holds harmless, and indemnifies the Seller, Auctioneer, and their**  
324 **respective affiliates, employees, attorneys, title searchers, agents, and representatives (and**  
325 **their respective personal representatives heirs, successors, and assigns) from any and all**  
326 **claims, damages, actions, or causes of action (including, without limitation, for personal**  
327 **injuries or death, and all of the consequences thereof, whether now known or not) due to,**  
328 **arising from, or may arise from the presence of Radon or any other gases in any building or**  
329 **structure on the Premises (or any portion thereof) and such release, hold harmless, and**  
330 **indemnification further includes the Purchaser's agreement to pay the Seller, and its above-**  
331 **named successors and representatives, any and all costs and expenses (including, without**  
332 **limitation, engineer, expert, and attorney fees) incurred by the Seller (or any or all of its above-**  
333 **named successors and representatives) regarding the foregoing claims, damages, actions, and**  
334 **causes of action. The Seller has no knowledge concerning the presence or absence of Radon.**

335  
336 14. **ZONING AND LOCAL ORDINANCES:** The parties acknowledge that **NO**  
337 **representation whatsoever is made concerning zoning of the Premises (or any portion thereof),**  
338 **or the uses of the Premises (or any portion thereof) that may be permitted under state or local**  
339 **ordinances, and that the Purchaser has satisfied himself or herself that the zoning of the**  
340 **Premises (and all portions being purchased by the Purchaser) is satisfactory for said**

341 **Purchaser's contemplated uses thereof.** The Purchaser hereby waives any applicable requirement  
342 for the Seller to provide a certification of zoning classification prior to settlement pursuant to any  
343 applicable law, including, but not limited to, the Disclosure Act of July 27, 1955, P.L. 288, §3, as  
344 amended and reenacted (21 P.S. §613).

345  
346 15. **INCLUSIONS WITH PREMISES:** Included in this sale are all buildings,  
347 improvements, rights, privileges, and appurtenances to the Premises (or any portion thereof),  
348 including if any, but not limited to:

- 349
- 350 A. Any water softening system.
- 351 B. Any central air conditioning fixtures and systems.
- 352 C. Radio and television aerials, masts, and mast and rotor equipment.
- 353 D. Any gas, electric, heating, plumbing, lighting, or water fixtures and systems.
- 354 E. Storm doors and windows, screen doors and fitted window screens.
- 355 F. Any roller or Venetian blinds, curtain and drapery rods and hardware.
- 356 G. Any laundry tubs, radiator covers, cabinets, awnings, or any other articles  
357 permanently affixed to the Premises, except as herein set forth.
- 358 H. 10' x 10' utility shed.
- 359 I. Appliances: washer and dryer, built-in microwave oven, refrigerator, and  
360 electric range.

361  
362 No items of personal property are included in the sale of the Premises unless otherwise specifically  
363 set forth herein. Nothing in any Seller's Disclosure Statement attached hereto or disclosures herein,  
364 setting forth the condition of any items of household goods or other personal property, shall be  
365 interpreted as representing that the same shall be included in the sale of the Premises (or any portion  
366 thereof), unless such items are specifically listed in this Paragraph.

367  
368 16. **EXCLUSIONS FROM PREMISES:** The following items are expressly excluded  
369 from the sale and will be removed from the Premises by the Seller prior to settlement, with the  
370 applicable portion of the Premises to be restored to reasonable condition by the Seller prior to  
371 settlement: **NONE.**

372  
373 17. **FIRE INSURANCE:** The Seller will continue in force the present insurance  
374 coverage upon the Premises until delivery of deed or possession to the respective Purchaser,  
375 whichever event shall first occur, and, in case of loss, will credit on account of the purchase price  
376 at settlement any insurance collected or collectible either by the Seller, or any mortgagee, or other  
377 loss payee thereof. The Purchaser should inquire after the Premises is struck off concerning the  
378 amount of such insurance.

379  
380 18. **PURCHASER'S DEFAULT:** In case of noncompliance by any Purchaser with any  
381 term of these Conditions, the Seller shall have the option, in addition to all other remedies provided  
382 by law, to exercise any one or more of the following remedies:

383

- 384 A. To retain the Purchaser's down money as liquidated damages and NOT as a  
385 penalty, regardless of whether or not, or on what terms, the Premises (or any portion thereof)  
386 is retained or resold; or

387

- 388 B. To resell the Premises (or any portion thereof) at public or private sale, with  
389 or without notice to any present Purchaser, and to retain any advance in price, or hold a  
390 present Purchaser liable for any loss resulting from such resale, meanwhile holding the down

391 money paid hereunder as security for payment of such loss.

392  
393 By retaining any deposit or down monies, the Seller does not waive any right or remedies it may  
394 have because of a Purchaser's default. It is intended hereby that all of the rights and remedies of the  
395 Seller available either pursuant to the terms of these Conditions or the Purchaser's Agreement, or  
396 under the law, equity, or otherwise, are cumulative with, concurrent with, and NOT exclusive of any  
397 other right or remedy. The Purchaser who defaults or otherwise breaches their Purchaser's  
398 Agreement or these Conditions agrees to reimburse and pay the Seller all costs and expenses  
399 (including, without limitation, engineer, expert, and attorney fees) that the Seller incurs to enforce  
400 the Purchaser's Agreement or these Conditions, regardless of whether legal action is commenced to  
401 effect said enforcement.

402  
403 19. **SUMMARY OF CONDITIONS:** The Purchaser acknowledges that these  
404 Conditions were available for inspection by the Purchaser prior to the commencement of bidding and  
405 sale of the Premises, that the Purchaser had an opportunity to review the full Conditions, and that  
406 the Purchaser understands the contents thereof and all terms and conditions under which the  
407 Premises (and all portions thereof) are being sold, agreeing to be bound by the full terms and  
408 conditions as set forth therein. The Purchaser acknowledges that only a summary of the Conditions  
409 was read prior to commencement of bidding on the Premises, and that the Purchaser is not relying  
410 upon the public reading of the Conditions as a complete statement of the terms and conditions for  
411 sale of the Premises (or any portion thereof).

412  
413 20. **PARTIES BOUND:** These Conditions and the Purchaser's Agreement made  
414 hereunder shall be binding upon the respective parties hereto and their respective personal  
415 representatives, heirs, successors, and assigns. All references to the highest bidder, Buyer, or  
416 Purchaser contained herein shall be deemed to refer to all Purchasers for the Premises, jointly and  
417 severally, whether referred to in the singular or plural, or masculine or female, form.

418  
419 21. **MISCELLANEOUS:** This Agreement represents the whole Agreement between  
420 the parties, and any representations concerning the Premises (or any portion thereof), or otherwise,  
421 made prior to the execution of the Purchaser's Agreement, are hereby superseded by these  
422 Conditions of Sale and Purchaser's Agreements. No modification of these Conditions shall be valid  
423 unless made in writing and executed with the same degree of formality as these Conditions and the  
424 Purchaser's Agreement attached hereto. These Conditions and the Purchaser's Agreement were  
425 executed and dated as of the Public Sale Date.

426  
427 IN WITNESS WHEREOF, the Seller has executed these Conditions of Sale, intending to be  
428 legally bound hereby, on the day and year first above written.

429  
430 **Witness:**

**James A. Coon Estate**

431  
432  
433 \_\_\_\_\_ By: \_\_\_\_\_ (SEAL)  
434 Nancy L. Strause, *Administrator*

435  
436 % **BRADFORD J. HARRIS, ESQUIRE**  
437 132 West Main Street  
438 New Holland, PA 17557  
439 (717) 354-4456  
440 **brad@goodharris.com**

441 **DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT**  
442 **LEAD-BASED AND/OR LEAD-BASED PAINT HAZARDS**

443 **LEAD WARNING STATEMENT**  
444

445 Every Purchaser of any interest in residential real property on which a residential dwelling was  
446 built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that  
447 may place young children at risk of developing lead poisoning. Lead poisoning in young children may  
448 produce permanent neurological damage, including learning disabilities, reduced intelligence quotient,  
449 behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant  
450 women. The Seller of any interest in residential real property is required to provide the Purchaser with  
451 any information on lead-based paint hazards from risk assessments or inspections in the Seller's  
452 possession and notify the Purchaser of any known lead-based paint hazards. A risk assessment or  
453 inspection for possible lead-based paint hazards is recommended prior to purchase.  
454

455 **SELLER'S DISCLOSURE**  
456

457 (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):  
458

459  Known lead-based paint and/or lead-based paint hazards are present in the housing, as  
460 follows:  
461

462  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the  
463 housing.  
464

465 (b) Records and Reports available to the Seller (check one below):  
466

467  Seller has provided the purchaser with all available records and reports pertaining to  
468 lead-based paint and/or lead-based paint hazards in the housing (list documents below):  
469

470  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint  
471 hazards in the housing.  
472

473 **PURCHASER'S ACKNOWLEDGMENT**  
474

475 (c) Purchaser has received copies of all information listed above, if any.  
476

477 (d) The Purchaser waives rights to be provided with the pamphlet Protect Your Family From Lead  
478 In Your Home concerning the dangers of lead poisoning.  
479

480 (e) Purchaser has (check one below):  
481

482  Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk  
483 assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or  
484

485  Waived the opportunity to conduct a risk assessment or inspection for the presence of  
486 lead-based paint and/or lead-based paint hazards.  
487

488 **PURCHASER’S AGREEMENT & RECEIPT**

489  
490 Each of the undersigned purchasers, as the Purchaser of the Premises, intending to be legally  
491 bound hereby, acknowledges that the Purchaser has examined the Conditions of Sale (and all  
492 exhibits thereto) attached hereto, and that such were available for inspection by the Purchaser prior  
493 to the commencement of bidding at the Auction of the Premises; and each undersigned purchaser  
494 further agrees to be bound by the full terms thereof, further hereby acknowledging that only a  
495 summary of the Conditions was read prior to commencement of bidding for the Premises and hereby  
496 waiving any further right to examine the Conditions of Sale and this Purchaser’s Agreement after  
497 signing below.

498  
499 The undersigned Purchaser agrees to purchase the Premises described in the foregoing  
500 Conditions under the terms and conditions as therein set forth, for the sum of \_\_\_\_\_  
501 \_\_\_\_\_ Dollars  
502 (\$ \_\_\_\_\_).

503  
504 In the event the Purchasers (or any combination thereof) fail to make settlement as required  
505 in the foregoing Conditions of Sale, then in addition to and concurrent with any and all other  
506 remedies available to the Seller to enforce this Agreement and the Conditions of Sale (including,  
507 without limitation, an action at law, equity, or otherwise), each Purchaser hereby jointly, severally,  
508 and irrevocably authorizes any attorney of any court to appear for each Purchaser, or any  
509 combination of them, and to confess judgment or bring other action against each Purchaser (or any  
510 combination of them), jointly or severally, for all sums due hereunder, including (without limitation)  
511 any loss resulting from resale of the Premises (or any portion thereof) by the Seller, whether by  
512 private or public sale, with or without notice to any of the Purchasers, upon filing of a complaint or  
513 an affidavit of default under the terms hereof, together with (a) interest at the rate of Ten (10%)  
514 Percent per annum, (b) a collection fee equal to twenty-five percent (25%) of the amount then due,  
515 but in no event less than One Thousand Dollars (\$1000) Dollars, © all costs of suit, (d) release of  
516 heirs, (e) waiver of appeals, and also without stay of execution. This warranty shall include a waiver  
517 of all appraisal, stay, and exemption laws of any state, now in force or hereafter enacted. This  
518 Power of Attorney shall not be affected by the disability of the principal or principals.

519  
520 IN WITNESS WHEREOF, the of the Purchasers have executed this Agreement on  
521 \_\_\_\_\_, intending to be legally bound hereby.

522  
523  
524 Purchaser's  
525 Signature: \_\_\_\_\_ Address: \_\_\_\_\_

526  
527 Purchaser's  
528 Printed Name: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

529  
530 Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

534 Purchaser's  
535 Signature: \_\_\_\_\_ Address: \_\_\_\_\_  
536

537 Purchaser's  
538 Printed Name: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
539

540 Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
541  
542  
543

544 \_\_\_\_\_  
545  
546  
547  
548

549 **RECEIPT**

550  
551 The undersigned acknowledges receipt from the Purchaser(s) on behalf of the Seller the sum  
552 of \_\_\_\_\_  
553 \_\_\_\_\_ Dollars

554 (\$ \_\_\_\_\_), representing the Down Payment of ten (10%) percent  
555 of the Purchase Price for the purchase of the Premises.  
556

557 **JAMES A. COON, SR. ESTATE**

558  
559 By: **Bradford J. Harris, Esquire**  
560 *Attorney for Seller*  
561 132 West Main Street  
562 New Holland, PA 17557  
563 717-354-4456  
564 **brad@goodharris.com**  
565

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**EXHIBIT 1**  
**LEGAL DESCRIPTION**

574       **ALL THAT CERTAIN** tract of land, together with the improvements thereon erected,  
575 situate on the south side of Wecaf Street, known as No. 206 Wecaf Street, in the Borough of New  
576 Holland, County of Lancaster and Commonwealth of Pennsylvania, more particularly bounded and  
577 described as follows:  
578

579       **BEGINNING** at a point in the south curb of Wecaf Street; thence North seventy-one (71)  
580 degrees and five (5) minutes East, forty-three (43) feet to another point in the said curb line of Wecaf  
581 Street; thence by Lot No. 208, South eighteen (18) degrees and fifty-five (55) minutes East, one  
582 hundred thirty (130) feet to the center of a fourteen feet wide common alley; thence in and along the  
583 center of the said fourteen (14) feet wide common alley, South seventy-one (71) degrees and five (5)  
584 minutes West, forty-three (43) feet to a point in the center of the said fourteen (14) feet wide  
585 common alley; thence by Lot No. 204, North eighteen (18) degrees fifty-five (55) minutes West, one  
586 hundred thirty (130) feet to the place of BEGINNING.

587       **CONTAINING** 5,590 Square Feet.

588       **BEING THE SAME PREMISES** which B. Frank Herr, Jr. and Virginia L. Herr, husband  
589 and wife, by Deed dated June 23, 1972 and recorded in the Recorder of Deeds in and for Lancaster  
590 County, Pennsylvania in Deed Book O, Volume 62, Page 259, granted and conveyed unto James A.  
591 Coon and Mary Angela Coon, husband and wife.

592       **TOGETHER** with the right to use said fourteen (14) feet wide common alley with others  
593 entitled thereto.

594       **UNDER AND SUBJECT TO** restrictions as set forth in Deed Book T, Volume 54, Page  
595 743.

596       **UNDER AND SUBJECT TO** rights granted to PP&L as set forth in Deed Book Q, Volume  
597 40, Page 246.

598       **UNDER AND SUBJECT TO** an easement of ½ of a 14 ft. wide alley to the rear of premises.

599       **AND** the same Mary Angela Coon died September 24, 1993, whereby full and complete fee  
600 simple title in and to the premises vested solely in James A. Coon by right of survivorship of the  
601 surviving tenant by the entirety.  
602

603       **AND** the Said James A. Coon, Sr. died intestate on January 21, 2020, whereupon the Register  
604 of Wills of Lancaster County granted Letters of Administration to Decedent's surviving daughter,  
605 Nancy L. Strause, on February 19, 2020 and appointed her as Administrator of Decedent's Estate  
606 which was indexed to File No. 36-2020-00392.  
607

608       UPI No.: 480-00020-0-0000  
609  
610  
611

