

CONDITIONS OF SALE

FOR THE REAL ESTATE OF MELVIN DEHART REVOCABLE TRUST

The Conditions of Sale for the Real Estate of MELVIN DEHART REVOCABLE TRUST, being held this 13TH day of November, 2021, are as follows:

1. The **PROPERTY** being sold is all that real estate, with improvements thereon, located in City of Lebanon, Lebanon County, Pennsylvania, known as **612-614 North 9th Street, Lebanon, PA 17042**, having a Parcel Identification No. of 05-2337296-372653-0000, with a deed recorded in the Office of the Recorder of Deeds of Lebanon County at Deed Book 2165, Page 3566, and more particularly described in the attached "Exhibit A".

2. The highest approved bidder shall be the purchaser upon the property being struck off to him, and he shall immediately sign the Purchaser's Agreement on these Conditions of Sale, and pay a deposit of **ten percent (10%)** of the purchase price as security for the performance of this agreement. **The deposit shall be held in escrow by Steiner and Sandoe, Attorneys at Law, LLC until consummation of this transaction (settlement).** If any dispute arises among bidders, the property shall immediately be put up for renewed bidding.

3. The balance of the purchase price shall be paid at consummation (settlement) to be held at the offices of Steiner & Sandoe, Attorneys at Law, LLC, 36 West Main Avenue, Myerstown, PA, 17067, **on or before** 45 days of signing the agreement, unless some other time or place is agreed upon by the seller and purchaser.

4. Upon payment of the purchase price in full, the seller shall convey title to the property

to purchaser by special warranty deed. If the purchaser obtains an attorney certification of title or purchases title insurance, seller shall convey title that is good and marketable. Title shall be free and clear of all liens and encumbrances not noted in these conditions, but subject to any easements, visible or of record, rights-of-way, building or use restrictions, and zoning or land subdivision regulations. At consummation (settlement) the property and all of its appurtenances and fixtures shall be in substantially the same condition as at present, except for any damage of any kind for which full or partial recovery may be had under the seller's or purchaser's insurance, or any taking by eminent domain. Formal tender of deed and purchase money are waived.

5. The cost of any title search, certification or insurance is the responsibility of the purchaser.

6. The cost of preparation of the deed, acknowledgements to the deed and recording fees are the responsibility of the purchaser. All state and local realty transfer taxes shall be paid by the purchaser. Real estate taxes shall be pro-rated to the date of consummation (settlement). Water and sewer rates and other lienable utilities shall be paid by the seller to the date of consummation (settlement). Any fees, including tax or utility certification fees for services which the seller has not specifically engaged, shall be paid by purchaser. Seller will not be responsible for any testings or inspections required by any lending institution.

7. The property is being sold "as is".

8. Purchaser acknowledges receipt of a completed Seller's Property Disclosure form made available prior to and on the day of the sale.

9. Possession will be given to the purchaser at the time of consummation (settlement).

10. The seller reserves the right to reject any or all bids, and withdraw the premises from

sale.

11. The purchaser acknowledges that his obligation under these Conditions of Sale is **NOT** conditioned upon its ability to obtain any financing of the purchase price.

12. (a) If Purchaser breaches its duties under the Purchaser's Agreement or fails to otherwise complete this transaction without excuse acceptable to Seller, Seller, in addition to all other remedies provided by law, shall have the option to either:

- (1) retain the Purchaser's deposit as liquidated damages; or
- (2) resell the Property at public or private sale while holding the Purchaser's deposit; Purchaser shall be liable to Seller for any loss resulting from such resale.

(b) If Seller breaches its duties under this Agreement or fails to otherwise complete this transaction, Purchaser, in addition to all other remedies provided by law, and in addition to the return of all its deposit, shall have the option either to:

- (1) sue for actual and consequential damages; or
- (2) sue for specific performance under the terms of this Agreement

13. Special conditions:

a. If the property is subject to any preferential tax assessment such as "Clean and Green," and if the purchaser after consummation (settlement) causes a violation of the preferential assessment, purchaser shall be solely responsible for the payment of all roll-back taxes, interest and penalties and shall indemnify seller from same.

PURCHASER'S AGREEMENT

We, the undersigned, being the Seller and the Purchaser of the real estate mentioned in the foregoing Conditions of Sale, hereby declare and agree that _____ of _____ (telephone # _____), has/have become the Purchaser of the aforesaid premises for the sum of _____ Dollars and that the sum of _____ Dollars has been paid to Steiner and Sandoe, Attorneys at Law, LLC to be held in escrow for the benefit of the undersigned Seller, the receipt of which is hereby accepted by way of deposit, and in part payment of the said purchase price.

If the Purchaser or persons claiming under the Purchaser, shall take possession of the premises or any part thereof, prior to the time of consummation (settlement), and thereafter default in the payment of the purchase price, or in the performance of any other conditions of sale, the Purchasers do hereby authorize any attorney of any court of record in Pennsylvania, to appear for them and confess judgment in an amicable action of ejectment for the recovery of possession of said premises, against the said Purchaser, or other person or persons in possession of said premises, or any portion thereof, and in favor of the Seller of said premises, and direct the issuing of a writ of possession, with clause of fieri facias for costs, waiving all irregularities, without notice, and without asking leave of court.

Witness our hands and seals this _____ of _____, 201_.

SELLER:

PURCHASER:

X _____ (OR ASSIGNS)
Printed Name: _____

X _____ (OR ASSIGNS)
Printed Name: _____

EXHIBIT 'A'

ALL THAT CERTAIN messuage, tenement and lot or piece of ground situate in the City of Lebanon, County of Lebanon and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the East side of North Ninth Street, 30.47 feet South of the South side of Water Street, the southwest corner of other land of the Grantor herein; thence along said other land of the Grantor herein, the following five (5) courses and distances: (1) North 89 degrees 55 minutes 13 seconds East, a distance of 58.43 feet to a point; (2) South 89 degrees 44 minutes 12 seconds East, a distance of 32.22 feet to a point; (3) South 86 degrees 13 minutes 29 seconds East, a distance of 6.43 feet to a point; (4) North 0 degrees 45 minutes West, a distance of 6.22 feet to a point; and (5) due East a distance of 101 feet to a point on the West side of Gannon Street (referred to in prior deeds as Doe Alley); thence along the West side of said Gannon Street, due South a distance of 38.09 feet to a point; thence along lands now or late of William E. Allwein and Kathryn S. Allwein, his wife, due West, a distance of 198.00 feet to a point on the East side of North Ninth Street; thence along the East side of said North Ninth Street, due North, a distance of 31.7 feet to the place of **BEGINNING**.

BEING known as 612-614 North Ninth Street, Lebanon, PA. The above and foregoing description being in conformity with a survey made of said premises by L&H Associates.

TOGETHER with the right of ingress and egress over and on the property of the Grantor for the purpose of making repairs to the hereinabove described property and;

UNDER AND SUBJECT to the right of ingress and egress to the Grantor from other lands of the Grantor over and on the property herein conveyed for the purpose of making repairs to and said other property of the Grantor, said respective rights of way to be for the use, benefit and behoof of the grantor and the grantees herein, their respective heirs, executors, administrators and successors and assigns.

BEING THE SAME PREMISES which Marvin E. DeHart and June M. Dehart. His wife by deed dated December 19, 2011 and recorded on January 1, 2012 in the Office of Recorder of Deeds in and for the County of Lebanon, Pennsylvania, in Record Book 2165, Page 3566, granted and conveyed unto Marvin E. Dehart Revocable Trust.