

CONDITIONS OF SALE

THE CONDITIONS of this public sale held this **12th day of November, 2022**, are as follows:

1. **PROPERTY.** The “Property” to be sold consists of approximately 0.87 acres with a building and improvements thereon situate at 102 North Custer Avenue, 104 North Custer Avenue, and 106 North Custer Avenue, New Holland Borough, Lancaster County, PA, identified as tax parcels 480-90139-0-0000, 480-86681-0-0000, and 480-89049-0-0000, respectively and described on **EXHIBIT A** attached hereto and made a part hereof.

2. **SELLER.** This sale is held on behalf of the Executor of the **Estate of Martha P. Weaver**, hereinafter referred to as “Seller”.

3. **BIDDING.** All bidders shall be pre-approved by the **Auctioneer, H.K. Keller**. Online bidding for the Property shall commence Monday, October 17, 2022 and continue through the end of the live auction on Saturday, November 12, 2022. Bidding maybe conducted online and/or in-person, and the Auctioneer reserves complete discretion to resolve any and all disputes between bids received online, telephonically, or in person. Bidders shall be responsible to ensure that all devices used for online and/or phone bidding are in good working condition. Neither the Seller nor the Auctioneer assumes any responsibility for the failure of any bidding device used by bidders.

4. **BUYER’S PREMIUM.** There is a **ten percent (10%)** buyer’s premium, to be paid by the Buyer, which shall be added to the winning bid. The winning bid plus the 10% buyer’s premium will comprise the total **Purchase Price**.

5. **BROKER’S COMMISSION.** A commission of **three percent (3%)** will be paid by Auctioneer to a real estate broker securing the winning bid. The broker’s commission shall be calculated based on the Purchase Price. A signed Bidder Registration Form must be submitted to the Auctioneer by 4 a.m. on November 12, 2022 in order for a broker’s commission to be compensated. If bidding online, please email a completed Bidder Registration Form to info@hkkeller.com.

6. **PURCHASE AND DOWN PAYMENT.** The Auctioneer shall take bids for the Property, and in the event that the Property is placed in the hands of the auctioneer for sale, the highest bidder shall be the “Purchaser” of the Property being struck off to him and he shall immediately, but in no event later than forty-eight (48) hours, sign the **Purchaser Agreement** attached to these Conditions of Sale, and pay down **Forty Thousand Dollars (\$40,000.00)** as security for performance of this Agreement to the Seller. If any dispute arises among bidders, the Property shall be put up for renewal of bidding.

7. **SETTLEMENT.** The balance of the purchase money shall be paid at settlement to be held at the office of Blakinger Thomas, PC, 28 Penn Square, Lancaster, Pennsylvania 17603, on or before **December 27, 2022**, (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 deed prepared at the Purchaser’s expense, good and marketable title, as is insurable by a reputable title insurance company at regular rates, to

said property, free and clear of all liens and encumbrances not noted in these Conditions of Sale, but subject to any existing wall rights, easements visible upon the ground and those of record, 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, and leases as described herein and subject to all easements, encumbrances, or encroachments which are recorded in the Lancaster County Recorder of Deeds Office or which would be apparent upon reasonable physical inspection of the Premises. Nothing herein shall be construed as obligating the Seller to provide any title search, or title insurance, at the Seller's expense. The costs of any title search and title insurance desired by the Buyer shall be the sole responsibility of the Buyer. Formal tender of deed and purchase money are waived.

8. COSTS.

A. ACKNOWLEDGEMENTS to deed shall be paid by Seller.

B. ANY "DISBURSEMENT" OR SIMILAR FEES, tax certification fees, service fees, and any other fees attempted to be charged against the Seller by the attorney or title company holding settlement for the purchaser, shall be paid by Purchaser.

C. ALL REQUIRED STATE AND LOCAL REALTY TRANSFER TAXES shall be paid by Purchaser.

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

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

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

9. CONDITION OF PROPERTY. The Property is improved with a multi-unit dwelling unit. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances; oil, electric, heating, plumbing, lighting, and water fixtures and systems; laundry tub(s); storm doors and windows, screen doors and fitted window screens; roller and venetian blinds, curtain and drapery rods and hardware; radiator covers; and any articles permanently affixed to the property.

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 which occurs after possession has been given to the Purchaser, or (c) any taking by eminent domain. There are no known eminent domain proceedings pending related to the Property. Purchaser accepts the Property "AS IS". Purchaser acknowledges that settlement is not contingent on any inspections, appraisals, or assessments.

10. EXCLUSIONS FROM PREMISES. The following items are expressly excluded from the sale: all personal property and vehicles.

11. LEASES. The Property is being sold subject to existing residential leases and

is tenant occupied. The rent shall be prorated to the date of settlement. Security deposits for each tenant shall be transferred to Buyer at settlement.

12. TIMING. The date(s) specified herein for settlement, and all other dates, are considered to be “of the essence of the contract” and are binding.

13. ZONING. The Property is zoned **R-1 Residence District**. Purchaser is satisfied that the zoning of the Property is satisfactory for Purchaser’s contemplated use. Seller makes no representations that Seller’s present or prior uses of the Property comply with the New Holland Borough Zoning Ordinance.

14. SELLER DEFAULT. If Seller is unable to give title as required herein, Purchaser may elect either (a) to take such title as Seller can give, or (b) to require Seller to return to Purchaser all payments including any deposits made to Seller on account of the purchase price, and to reimburse Purchaser for all costs of searching title, appraisals, inspections, and preparation of deed, mortgage and other settlement papers which Purchaser reasonably may have incurred, upon which return and payment all further obligation of this agreement on both Seller and Purchaser shall terminate.

15. PURCHASER DEFAULT. 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 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 or toward payment of any such loss.

16. NO WARRANTY. Seller makes no warranty as to the condition of the Property as to environmental matters. Seller has not conducted any investigations and has no actual knowledge of any environmental hazards, including but not limited to radon, asbestos, spills, or underground storage tanks.

17. EXECUTOR’S CERTIFICATION. The Executor’s certification that death taxes have been or will be paid will be acceptable to Buyer at settlement without further evidence or security for such payment.

18. DISLCOSURES. Seller’s Disclosure Form attached as Exhibit “B” and made a part hereof. The Seller’s Disclosure Statement attached hereto notwithstanding, by execution of these Conditions of Sale the Purchaser acknowledges that he has had a full and complete opportunity to inspect the Property. ***The Property is being sold unto Purchaser “AS IS” with no representation, guarantee or warranty regarding the condition of the Property or any improvement or structure erected on the Property, including, but not limited to, its structural integrity, roof, appliances, electrical system, heating system, plumbing, water system, sewage disposal system, or any portion thereof.***

Purchaser acknowledges that the auctioneer has not made any specific representations regarding the Premises, and that Purchaser has not relied upon any representations or statements of the auctioneer. Purchaser releases 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.

19. 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 Resources Radon Project Office, Call 1-800-23RADON or (215) 369-3590, Purchaser acknowledges that Purchaser has the right to have the buildings inspected to determine if Radon gas and/or daughters are present, Purchaser waives this right and agrees to accept the Property AS IS, with no certification from Seller. Purchaser releases, quit-claims, and forever discharges Seller, its shareholders, directors and officers, 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 Property. Seller has no knowledge concerning the presence or absence of Radon.

20. RIGHT TO REJECT BIDS. The Seller reserves the right to reject any or all bids. Seller reserves the right to withdraw the Property from sale, and/or to adjourn the sale to a future date or dates.

21. ASSIGNMENT. Purchaser may not assign these Conditions of Sale, in whole or in part, without first obtaining the written approval of Seller.

22. INTENT. This Agreement represents the whole Agreement between the parties, and any representations concerning the Property, or otherwise, made prior to the execution of the Purchaser Agreement, are hereby superseded by this Agreement.

23. AMENDMENT. 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.

24. EFFECT OF WAIVER OR CONSENT. A consent or waiver by Seller, express or implied, to or of any breach or default by Purchaser in the performance of these Conditions of Sale is not a consent or waiver to or of any other breach or default. Failure on the part of Seller to complain of any act of Purchaser or to declare Purchaser in default of these Conditions of Sale, irrespective of how long that failure continues, does not constitute a waiver by Seller of Seller's rights with respect to that default until the applicable statute-of-limitations period has run.

25. SEVERABILITY. If any provision of these Conditions of Sale or the application thereof to any person, entity or circumstance is held invalid or unenforceable to

any extent, the remainder of these Conditions of Sale and the application of that provision to other persons, entities or circumstances are not affected thereby. In such event, the invalid or unenforceable provision will be enforced to the greatest extent permitted by law.

SELLER:
ESTATE OF MARTHA P. WEAVER

By: _____
Donald M. Neff, Executor