

## CONDITIONS OF SALE

The following Conditions of Sale apply to the sale of the real estate located at 49 S. White Oak Street, Annville, Lebanon County, Pennsylvania 17003:

1. The property to be sold is described on the last Deed of record attached as Exhibit "A".
2. The real estate is being offered with reserve, and the Seller reserves the right to reject any and all bids. Should the Seller accept the highest bid, the successful bidder shall be required to execute the attached Purchaser's Agreement immediately after being declared the highest and best bidder. At that time, unless otherwise agreed in writing by Seller or his/her representative, TEN THOUSAND DOLLARS (\$10,000.00), in cash or the equivalent, as a deposit towards the purchase price.
3. At the time of final settlement, the Purchaser shall be required to pay, in addition to the remainder of their unpaid bid price, a ten (10%) percent Purchaser's premium which shall be added to the bid price. By example, if the high bid is one hundred fifty thousand dollars (\$150,000), the total due for the purchase shall include an additional fifteen thousand dollars (\$15,000), such that the total amount due shall be one hundred sixty-five thousand dollars (\$165,000).
4. In the event the highest bidder fails to sign the attached Purchaser's Agreement, the Auctioneer shall immediately re-expose the property for sale and sell the property to the next highest and best bidder, if the price is acceptable to the Seller, in which event the prior high bidder who failed to sign the Purchaser's Agreement shall be liable for the difference between the amount bid by him/her and the amount for which the premises are subsequently sold.
5. The successful bidder shall not be obligated to complete the sale unless Seller provides,

at the time of settlement, a title free and clear of all liens, charges and encumbrances, and which will be marketable, subject only to the restrictions and conditions of record, visible, recorded or implied easements, zoning ordinances, land subdivision regulations, building restrictions, local regulations, easements of roads and utilities. Title shall be insurable by a reputable Title Insurance Company and conveyed by Special Warranty Deed.

6. Settlement shall be made on or before Thursday, April 30, 2026. Time is of the essence.

7. Possession of the premises shall be given at the time of settlement. All real estate taxes, charges and assessments for 2025 and prior years shall be paid by the Seller. Real estate taxes for 2026 shall be apportioned to the date of settlement. The cost of preparing and recording of the deed and payment of all realty transfer taxes shall be assumed by the Purchaser.

8. Settlement will be made at the Buzgon Davis Law Offices, 525 South Eighth Street, Lebanon, Pennsylvania.

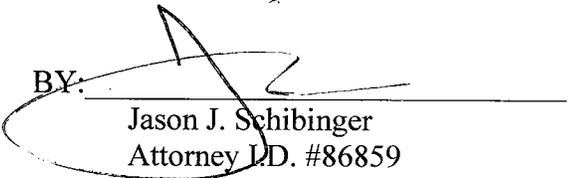
9. After execution of the Purchaser's Agreement, if Purchaser fails to perform according to the terms of the Conditions of Sale, the Seller may retain the down payment as liquidated damages. This remedy is in addition to any other remedies provided by law and the Seller may, with or without notice to the Purchaser, resell the premises at either public or private sale.

10. The Sellers shall not be liable for any damages for failure to convey a valid title for any reason beyond their control, and in such event, the Purchaser(s) shall be entitled to receive a refund of the down payment, but shall have no further rights of action against the Sellers.

11. The Deed description attached sets forth the metes and bounds description of the property. However, the property lines have not recently been marked and therefore no representations are being made regarding the exact location of the property lines. The Purchaser(s) acknowledge that the Purchaser(s) have had the opportunity to inspect the physical condition of the property to the

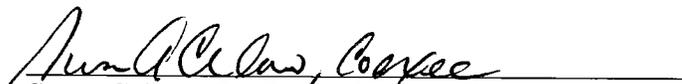
extent deemed necessary by the Purchaser(s), and the Purchaser(s) agree that neither Sellers nor anyone on Sellers' behalf has made any representation or warranty with respect to the physical condition of the property or otherwise, except as expressly stated in this Agreement, and Purchaser(s) agree to purchase the property "as is" in its present condition without limiting the generality of the foregoing, Purchaser(s) expressly agree that Sellers have made no warranties, express or implied, with respect to the suitability of the property for any particular purpose or with respect to the condition thereof.

BUZGON DAVIS LAW OFFICES

BY: 

Jason J. Schibinger  
Attorney ID. #86859  
525 South Eighth Street  
Lebanon, PA 17042  
Telephone: (717) 274-1421  
Fax: (717) 274-1752  
e-mail: schibinger@buzgondavis.com  
Attorneys for The Estate of Valerie Weiner,  
Rae Neubaum, Co-Executrix and Susan Celano, Co-Executrix

  
Rae Neubaum, Co-Executrix "Seller"

  
Susan Celano, Co-Executrix "Seller"

SEP 27 9 33 AM '01

Parcel # 18-040B-608

16235

**This Deed,** made this 17<sup>th</sup> day of September

in the year two thousand one (2001),

Between MICHAEL A. HAND and MELISSA A. HAND, husband and wife,

(hereinafter called the Grantor/s),

and VALERIE N. WEINER, a Single Woman

(hereinafter called the Grantee),

**Witnesseth**, that in consideration of One Hundred Ten Thousand (\$110,000.00) Dollars in hand paid, receipt whereof is hereby acknowledged, said Grantor/s do hereby grant and convey to said Grantee, her heirs and assigns,

**ALL THAT CERTAIN** message, tenement and tract of land situate in the Township of Annville, County of Lebanon and Commonwealth of Pennsylvania, more particularly bounded and described as follows, to wit:

**BEING** known as 49 South White Oak Street, Annville, PA 17003.

**BEGINNING** at a spike on the intersection point of the west right-of-way line of South White Oak Street and the north right-of-way line of West Queen Street; thence, along said north right-of-way line of West Queen Street south seventy five (75) degrees fifty four (54) minutes west, a distance of seventy seven (77) feet to an iron pin; thence, along the east side of Lot No. 2 as shown on Land Subdivision Plan for Clarence S. Hoover, dated May 6, 1963, and along lands now or late of Howard B. Kreider, north fifteen (15) degrees eight (8) minutes west, a distance of one hundred fifty seven and twenty eight hundredths (157.28) feet to an iron pin; thence, along lands now or late of Frederick G. Sheese, North 75 degrees forty five (45) minutes east, a distance of seventy seven and twenty five hundredths (77.25) feet to an iron pin; thence, along said west right-of-way of South White Oak Street, south fifteen (15) degrees no (0) minutes east, a distance of one hundred fifty seven and twenty eight hundredths (157.28) feet to the place of BEGINNING.

**BEING THE SAME PREMISES** which DOROTHY H. HAND, single woman, by Deed dated January 15, 1999 and recorded January 25, 1999 in the Recorder of Deeds Office in and for Lebanon County, Pennsylvania, in Deed Book 347, Page 333, granted and conveyed unto DOROTHY H. HAND and MICHAEL A. HAND, as joint tenants with the right of survivorship. AND the said DOROTHY H. HAND died February 12, 2000 leaving title vested to MICHAEL A. HAND, grantor herein. AND the said MICHAEL A. HAND is joined in this conveyance by his wife, MELISSA A. HAND, in relinquishing all rights, title and interest in this property.

**LESS AND EXCEPTING** therefrom **ALL THAT CERTAIN** parcel or strip of land for required right-of-way situate along the western side of Pennsylvania State Highway S.R. 0934 (South White Oak Street) in the Township of Annville, County of Lebanon, Commonwealth of Pennsylvania, as shown on Drawing No. 7189-051-B-012, prepared by Spotts, Stevens and McCoy, Inc., Consulting Engineers of Reading, Pennsylvania, and being more fully bounded and described as follows, to wit:

**BEGINNING** at a point on the western Township right-of-way line of South White Oak Street (44' wide) at the northeastern corner of the Hand property, said point being twenty and zero hundredths feet (20.00') left of S.R. 0934 centerline station 318+99.23 thence along the western Township right-of-way line of S.R. 0934 in a southerly direction to a point twenty and zero hundredths feet (20.00') left of S.R. 0934 centerline station 318+29.99; thence along the proposed Township required right-of-way line in a northerly direction to a point on the northern

BK 0376 PG 0517

SLT-502974

**EXHIBIT "A"**



line of the Hand property, twenty-four and four hundredths feet (24.04') left of S.R. 0934 centerline station 318+99.25; thence along said property line in an easterly direction to the place of BEGINNING.

CONTAINING IN AREA one hundred thirty-nine and eighty-two hundredths square feet (139.82 Sq. Ft.) of land as set forth in Deed Book 374, Page 180 dated July 11, 2001 and recorded July 18, 2001 in the Recorder of Deeds Office in and for Lebanon County, Pennsylvania.

Grantor/s covenant that he will warrant specially the property hereby conveyed.

In Witness Whereof the Grantor/s has/have executed this deed the day and year first above written.

Witnesses present:

Conie L. Hoffman  
as to both

M.A.H. (SEAL)  
MICHAEL A. HAND

Melissa A. Hand (SEAL)  
MELISSA A. HAND

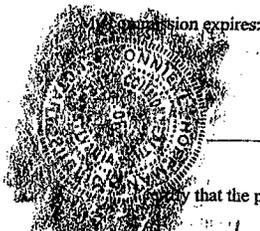


COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF DAUPHIN

On this 17<sup>th</sup> day of September 2001, before me Conie L. Hoffman  
(Officer Print Name: Not Title)

the undersigned officer, personally appeared known to me (or satisfactorily proven) to be the MICHAEL A. HAND and MELISSA A. HAND person/s described in, and whose name/s are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.



Conie L. Hoffman  
Notary Public

NOTARIAL SEAL  
CONNIE L. HOFFMAN, Notary Public  
Camp Hill Boro, Cumberland County  
My Commission Expires April 8, 2002

that the precise address of the within grantee/s is  
39 Kensington Square  
Mechanicsburg, Pa. 17050  
Sign: Conie L. Hoffman  
Print Name: Conie L. Hoffman

BK0376PG0518-A

**PURCHASER'S AGREEMENT**

I/We, \_\_\_\_\_, agree that I/We have purchased the real estate subject the foregoing Conditions of Sale, which Conditions of Sale are incorporated in and made terms of this Agreement, for the sum of \_\_\_\_\_ Dollars.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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

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

Agent for Estate

**RECEIPT**

Received of the above Purchaser(s) on the date above-mentioned, \$ \_\_\_\_\_ on account of the above purchase price.

\_\_\_\_\_  
Buyer

NAME OF PURCHASER: \_\_\_\_\_

ADDRESS OF PURCHASER: \_\_\_\_\_

NAME OR NAMES IN WHICH  
TITLE IS TO BE TAKEN: \_\_\_\_\_

NAME OF PURCHASER'S SETTLEMENT AGENT: \_\_\_\_\_

**EXHIBIT "B"**