

CONDITIONS OF SALE

The Conditions of this public sale are as follows:

1. The property to be sold is as described on Exhibit "A" attached hereto and made a part hereof.
2. The highest bidder shall be the Purchaser upon the property being struck off to him; and he shall immediately thereafter sign the Purchaser's Agreement on these Conditions of Sale and pay down ten percent (10%) of the purchase money--or furnish sureties satisfactory to the Seller--as security for performance of this Agreement. If any dispute arises among bidders, the property shall immediately be put up for renewal of bidding.
3. BALANCE OF PURCHASE MONEY shall be paid at SETTLEMENT to be held at the office of PATERSON LAW, 2703 Willow Street Pike, N. Willow Street, Pennsylvania 17584, on or before *September 29, 2023*, (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 to said property, free and clear of all liens and encumbrances not noted in these Conditions, but subject to any existing wall rights, easements, 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.

If the Purchaser desires a survey for any reason, the cost for such survey shall be paid by Purchaser; provided, however, Purchaser will take title subject to any restrictions or objections to title disclosed by the survey.

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 of any kind for which full or partial recovery may be had under the Seller's or Purchaser's insurance, (c) damage which occurs after possession has been given to the Purchaser, or (d) any taking by eminent domain.
4. Formal tender of deed and purchase money are waived.
5. (a) ACKNOWLEDGMENTS to deed shall be paid by Seller. All required state and local REALTY TRANSFER TAXES, and any and all fees incurred at settlement, including disbursement charges, 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.

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

(c) WATER and SEWER RENT shall be paid by Seller to date of settlement or prior delivery of possession.
6. POSSESSION shall be given to the Purchaser at settlement.
7. Zoning is *A - Agricultural Zone* according to the Colerain Township Zoning Ordinance and Map.
8. 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, underground storage tanks, and urea formaldehyde insulation.
9. Included in the sale is the mobile home located on the Property; however, Purchaser understands that the mobile home is not habitable and agrees to be solely responsible for all costs associated with the removal of the mobile home. The mobile home remains on the Property so as not to preclude zoning and use options that may be available to the Purchaser under the Colerain Township Zoning Ordinance as a result of the mobile home remaining on the Property.
10. Seller has no fire insurance coverage on the mobile home. In case of loss prior to delivery of deed or possession to the Purchaser, there will be no credit on account of the purchase price at settlement as a result of damage to the mobile home.

11. Seller's Property Disclosure Statement is 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 Purchaser has either inspected the property and found it to be acceptable or, by signing these Conditions of Sale, waives any right to do so, except as provided in these conditions. Seller makes no representation as to the habitability of the mobile home located on the Property, and Purchaser shall be responsible for all costs of removal thereof. **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.**

12. If Seller is unable to give title as provided in Paragraph 3, 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 note(s) theretofore 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.

13. If Purchaser shall default in performing any act herein required of him by the date(s) specified therefor, the Seller, by written notice to him at or after such default, may fix a deferred time, not less than fourteen (14) days distant, for performance of defaulted act, and may make performance by such deferred date "of the essence of the contract."

14. 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.

15. The Seller reserves the right to reject any or all bids.

16. Buyer hereby releases, quitclaims and forever discharges **SELLER, ALL AUCTIONEERS, AGENTS, their SUBAGENTS, EMPLOYEES, ATTORNEYS, and any OFFICER or PARTNER** of any one of them and any other **PERSON, FIRM, or CORPORATION** who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, which may arise from the presence of termites or other woodboring insects, radon, lead-based paint hazards, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. This release shall survive settlement.

SELLER

Dated: 7-25-2023


Gail A. Langley

BUYER'S ACCEPTANCE

I/We, _____

_____ the undersigned Buyer(s), having agreed to purchase the real estate mentioned in the foregoing Conditions subject to said Conditions, execute the Buyer's Acceptance and agree that it shall be binding upon Buyer(s) and the heirs, legal representatives, successors, and assigns, of Buyer.

BUYER(S) ACKNOWLEDGE(S) RECEIPT OF SELLER'S PROPERTY DISCLOSURE STATEMENT AND LEAD PAINT NOTICE BEFORE SIGNING THIS AGREEMENT, IF REQUIRED BY LAW.

I/We agree to purchase the Real Estate mentioned in the foregoing Conditions, subject to said Conditions, for the sum of _____ Dollars (\$_____).

Buyer, by bidding at the sale, has agreed that Buyer has made any and all inspections prior to purchase which Buyer deems necessary or desirable.

Witness my/our hand/s and seal/s this _____ day of _____, 2023.

Signed in the presence of:

PURCHASER:

Name (print)

Address: _____

Telephone No. _____

Name (print)

Address: _____

Telephone No. _____

RECEIPT: Received of Purchaser on above date, as down money on account of the above purchase price, the sum of _____

_____ Dollars (\$_____) on behalf of Seller.

Tract No. 1

ALL THAT CERTAIN BEGINNING in the middle of a public road at a point forty (40) feet North sixty-five (65) degrees thirty-eight (38) minutes East from the middle of a bridge on a small creek at a corner of land about to be conveyed to William Edward Renshaw and wife and in line of one Witmer; thence leaving said road by land of said Witmer and crossing said creek at two places North sixteen (16) degrees twenty-three (23) minutes West three hundred fifty eight and two tenths (358.2) feet to a point; thence continuing along said Witmer land North twenty-six (26) degrees thirty-seven (37) minutes West one hundred and ten (110) feet to a triple willow on the East bank of said creek; thence by land of James Unstead, North seventy-eight (78) degrees twenty-five (25) minutes East eight hundred thirty and one tenth (830.1) feet to a corner of land now or late of James Harrar; thence by said Harrar land South eleven (11) degrees fifty-eight (58) minutes East two hundred ninety-nine and seven tenths (299.7) feet to the middle of said road; thence along said road by line of land about to be conveyed to William Edward Renshaw and wife South sixty-five (65) degrees thirty-eight minutes West Seven hundred ninety (790) feet to the point and place of BEGINNING.

CONTAINING seven and three tenths (7.3) acres of land more or less.

Tract No. 2

BEGINNING at a stone a corner of land now or late of Theodore Harrar; thence by the same South eighteen (18) degrees East sixteen (16) perches to a stone; thence South seventy-one and one quarter (71 1/4) degrees West ten (10) perches to a stone in line of land now or late of John Hanna; thence by the same North eighteen (18) degrees West sixteen (16) perches to a stone, and North seventy-one and one quarter (71 1/4) degrees East ten (10) perches to a stone, the place of BEGINNING.

CONTAINING one acre be the same more or less.

EXCEPTING THEREFROM, premises which Harry W. Langley and Ida Elma Langley, h/w, by deed dated November 3, 1966 and recorded November 4, 1966, in Record Book E, Volume 56, Page 1107, conveyed to John H. McFalls, Sr. and Mary E. McFalls, h/w, and

EXCEPTING THEREFROM, premises which Harry W. Langley and Ida Elma Langley, h/w, conveyed to Marion Troy, by deed dated May 23, 1966 and recorded May 24, 1966 in Record Book R, Volume 55, Page 1124, and

EXCEPTING THEREFROM, premises which Harry W. Langley and Ida Elma Langley, h/w, conveyed to Edward C. Langley by deed dated May 14, 1958 and recorded May 14, 1958 in Record Book K, Volume 46, Page 138, and

EXCEPTING THEREFROM, premises which Harry W. Langley and Ida Elma Langley, h/w, conveyed to William Edward Langley and Elsie Ann Langley, h/w by deed dated August 29, 1956 and recorded September 10, 1956 in Record Book D, Volume 45, Page 591, and

EXCEPTING THEREFROM, premises which Harry W. Langley and Ida Elma Langley, h/w, conveyed to John B. Stoltzfus and Susan E. Stoltzfus, h/w, by deed dated August 10, 1965 and recorded August 18, 1965 in Record Book X, Volume 54, Page 261.

BEING THE SAME PREMISES which MARTIN ELMER LANGLEY by his deed dated August 23, 2001 and recorded August 27, 2001 in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania in Instrument Number 5002744, granted and conveyed unto MARTIN E. LANGLEY and GAIL A. LANGLEY.

AND THE SAID MARTIN E. LANGLEY died January 12, 2022, whereupon title vested in GAIL A. LANGLEY by right of survivorship.