

TERMS AND CONDITIONS OF SALE

1. The subject properties are owned by 101 Roddy Lane Holdings LLC, a PA Limited Liability Company. The deeds are recorded in the Office of the Recorder of Deeds of Perry County, PA to Instrument Numbers 202404238 and 202404239. Copies of the deeds will be available for public inspection at the sale or prior to the sale by contacting the auctioneer.
2. The properties are taxed as two separate tax parcels consisting of six (6) tracts. The Seller will provide two deeds at settlement separately describing the six tracts. A unified legal description of all six tracts will not be provided by the Seller as the Seller does not have a perimeter survey of the subject properties.
3. The two tax parcels consisting of six (6) tracts of land are being sold together for one price.
4. The properties are being sold free and clear of all liens and encumbrances excepting existing restrictions, easements and rights-of-way of record.
5. The properties are serviced by private water and private septic service.
6. The properties are entered into the Perry County Clean and Green program.
7. Thirty Thousand (\$30,000.00) Dollars shall be due when the properties are stricken down and held in escrow by Exchange Strategies Corporation as Qualified Intermediary. The balance of the purchase price is required to be paid at settlement.
8. Settlement shall occur on or before November 12, 2024, at the law office William R. Bunt located at 109 South Carlisle Street, New Bloomfield, PA 17068. Time is of the essence.
9. Possession of the properties will be delivered at settlement.
10. The successful bidder must execute a written agreement for the purchase of said properties immediately after the properties are stricken down.
11. This is a sale with reserve. That means that the Seller will not sell the properties unless a price agreeable to the Seller is obtained.
12. All real estate taxes (county, township and school) will be apportioned to the date of settlement.
13. All realty transfer taxes consisting of two (2%) percent of the purchase price will be paid at settlement by the Buyer.
14. The properties are being sold "as is."
15. A Seller's Disclosure Statement and Lead Paint form are available for viewing by contacting the auctioneer prior to the sale or by contacting the attorney at the public sale.
16. Please see the Sale Bill for a description of the properties being sold.
17. In the event that the Buyer fails to make settlement on or before November 12, 2024, time being of the essence, the sum of Thirty Thousand (\$30,000.00) Dollars, shall be retained by the Seller, either on account of the purchase money, or as compensation or the damages and expenses Seller has been put to in its behalf, as the Seller shall elect, and in the latter case, the contract for the sale of said real estate shall become null and void and no refund will be provided to the Buyer.

18. The sale of this property is involved in a 1031 exchange. Buyer agrees to cooperate and execute any paperwork associated therewith to effectuate the same. Seller agrees to pay all costs, if any, associated therewith.