

## CONDITIONS OF SALE

The terms and conditions of the present public sale, held **June 27, 2024** (herein "Public Sale Date"), are as follows:

1. **SELLER**: This sale is held on behalf of the Dorothy M. Shirk Estate, by Angela D. Bowman, Executor (herein "Seller"), c/o 1039 Glenview Drive, Denver, Pennsylvania 17517, the present owner of the Premises as hereinafter set forth.

2. **PREMISES**: The property to be sold (herein "Premises") is commonly known as 6182 Division Highway, Narvon, Pennsylvania 17555, and is more particularly described in the legal description marked Exhibit "A" attached hereto, made a part hereof, and incorporated herein by reference.

3. **PURCHASE AND DOWN PAYMENT**: The auctioneer, Patrick Morgan, of Patrick Morgan Auction Services, LLC shall take bids upon the Premises, and, in the event that the Premises is placed in the hands of the auctioneer for sale, the highest bidder on the Premises shall be the Purchaser of the Premises upon the Premises being struck off to the highest bidder at the highest bid (herein "Purchase Price"). The highest bidder (herein "Purchaser or "Buyer") shall immediately thereafter execute and deliver to Seller, the Purchaser's Agreement attached to these Conditions of Sale, and shall pay down Ten (10%) Percent of the Purchase Price as security for the performance of the terms and conditions of these Conditions of Sale and Purchaser's Agreement. Purchaser acknowledges that the down payment shall be paid to the Seller, and shall not be held in escrow. Checks for the down payment will be deposited the next business day. Post-dated or undated checks shall be conclusively deemed to be dated on the date of this sale. The Purchaser further acknowledges that the Premises is not being sold subject to the ability of the Purchaser to obtain any financing for the purchase thereof.

4. **REBIDDING**: If any dispute arises among bidders, the Premises shall immediately be put up for renewal bidding by the auctioneer.

5. **TITLE**: The balance of the purchase money shall be paid at settlement, as hereinafter set forth, upon which payment the Seller shall convey to the Purchaser, by fiduciary warranty deed prepared at the Purchaser's expense, good and marketable fee simple title to the Premises insurable without exception at regular rates by a title insurance company of Seller's choice licensed to do business in the Commonwealth of Pennsylvania, free and clear of liens and encumbrances except as noted in these conditions, but subject to 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, and subject to all easements, encumbrances, or encroachments which would be apparent upon reasonable physical inspection of the Premises. This Paragraph 5 only sets forth the quality of title to be conveyed by the Seller to the Purchaser. 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 Purchaser shall be the sole responsibility of the Purchaser, as set forth in Paragraph 7 hereof. The sale of the Premises will be under and subject to the title exceptions set forth in Exhibit A, and/or as described herein:

- (a) **Death Taxes** - At Settlement, Seller will provide Buyer with a copy of a receipt from the Lancaster County Register of Wills Office confirming that the Seller has paid Pennsylvania

inheritance tax on a sum of at least 4.5% of the Purchase Price of the Premises, and a letter signed by the Administrator of the Estate that all Pennsylvania Inheritance Taxes will be paid in the Estate prior to the conclusion of the settlement of the Estate. The Seller shall not be required to provide any other assurances related to the Seller's payment of Pennsylvania Inheritance Taxes, or other inheritance, estate or death taxes (herein collectively "Death Taxes"). Buyer shall NOT have any right to setoff, deduct, withhold or escrow any portion of the down payment or Purchase Price, at settlement or otherwise, for the payment of any Death Taxes. Any other consideration or assurance required by Buyer's attorney, lender or title insurance agent or company related to Death Taxes shall be provided by Buyer.

- (b) **No Contingencies** - The Sale of the Premises, and Buyer's obligation to comply with these Conditions of Sale and the Purchaser's Agreement attached hereto, and to timely settle and purchase the Premises is NOT contingent upon (a) Buyer obtaining financing, (b) Buyer obtaining title insurance except as provided in these Conditions of Sale; (c) the escrow of any part of the Purchase Price as security for the payment of Pennsylvania inheritance taxes by the Seller, or (d) the sale of any other property by Buyer.

6. **SETTLEMENT:** Settlement shall be held at the Law Offices of Good & Harris, LLP, 132 West Main Street, New Holland, Pennsylvania 17557, or at such other place as Purchaser may elect in Lancaster County, on or before August 26, 2024 (herein "Settlement Date") which time shall be of the essence of this Agreement. Possession of the Premises shall be given to Purchaser at settlement. Formal tender of deed and purchase money are waived.

7. **COSTS:** The costs related to this public sale, and the settlement on the Premises, shall be paid as follows:

- (a) Purchaser shall provide and pay:
- (i) All required state and local realty transfer taxes.
  - (ii) Any survey, if desired or required by Purchaser, other than a survey required to provide Seller with an adequate legal description.
  - (iii) Any and all disbursement fees, escrow fees, service fees, or similar fees or costs, purported to be charged against Seller by any title company or attorney holding settlement for the Premises, unless expressly contracted for in writing by the Seller.
  - (iv) The cost of any title search at regular rates, title insurance, certification of title, examination of title, and title company or settlement services.
  - (v) Preparation of other documents, including, but not limited to, deed, mortgage, and bill of sale for personal property, if any, and all fees incurred at settlement, including attorney fees, tax certification fees, disbursement fees, recording fees, or settlement fees, whether purported to be billed against Purchaser or Seller, unless expressly contracted for in writing by Seller.

- (b) Seller shall provide or pay for:
  - (i) Acknowledgements to deed.
  - (ii) Water and sewer rent, if any, through the earlier of the Settlement Date, or the date of prior delivery of possession to Purchaser.
  - (iii) A legally adequate description and preparing, obtaining, and/or recording releases or other documents or surveys reasonably required in order to make Seller's title to the Premises insurable at regular rates by a title insurance company of Seller's choice licensed to business in the Commonwealth of Pennsylvania.
- (c) Real estate taxes upon the Premises shall be apportioned on a fiscal basis to the earlier of the Settlement Date, or the date of prior delivery of possession to Purchaser.

8. **REJECTION OF BIDS:** Seller reserves the right to reject any and all bids. Seller reserves the right to withdraw the Premises from sale, and/or to adjourn the sale to a future date or dates.

9. **EMINENT DOMAIN AND EASEMENTS:** The Seller represents that there are no pending and unsettled eminent domain proceedings, no appropriations by the filing of the State Highway plans in the Recorder's Office, and orders that have not been complied with from any governmental authority to do work or correct conditions affecting the Premises of which the Seller has knowledge; that no part of the Premises, except any part within utility reserve strips in developments or within legal limits of highways, is, or at settlement will be, subject to any easement for underground electric or telephone cable or sewer, gas, or water pipe serving other than this Premises, any petroleum products pipeline or public storm sewer, or any other easement, except such easements as may appear of record, such easements as may be disclosed by a reasonable inspection of the Premises, or which are noted in these Conditions. Any proceeding for condemnation or by eminent domain instituted against the Premises after the date hereof shall in no way affect Purchaser's obligation to purchase the Premises; provided that Purchaser shall receive credit for any proceeds, consideration, damages, or sums paid by any condemning authority as a result of such action if the same is paid prior to settlement. In the event that any such proceeds, consideration, damages, or sums are paid after the Settlement Date, Purchaser shall be entitled to receive the same. Seller shall be under no obligation to defend against or appear in any such action, provided that Seller provides Purchaser with notice of the institution of such action no later than 15 days after Sellers' receipt of notice thereof, and, in such event, Seller shall cooperate in Purchaser's defense of or appearance in such action, at Purchaser's expense.

10. **CONDITION OF PROPERTY AND FIXTURES:** At settlement, the property and all its appurtenances and fixtures shall be in substantially the same condition as at present, except for ordinary reasonable wear and tear, damage of any kind which full or partial recovery may be had under the Seller's or Purchaser's insurance, damage which occurs after possession has been given to the Purchaser, damages arising from any condition of the Premises on the date of the execution hereof, or any taking by eminent domain.

By execution of the Purchaser's Agreement, the Purchaser acknowledges that he has had a full and complete opportunity to inspect the Premises. ***The Premises is being sold unto Purchaser***

***"AS IS", with no representation, guarantee or warranty regarding the condition of the Premises, or any portion thereof, or any structure or other improvement erected thereon, including, but not limited to, the structural integrity of any such structure or improvement, the electrical system, heating system, plumbing, water system, sewage disposal system, or any portion thereof.*** The Lead-Based Paint Disclosure attached hereto notwithstanding, no representation is made or warranty given regarding the presence or absence of any hazardous or toxic substances, materials or wastes, or that the Premises is in compliance with any federal, state or local environmental laws or regulations. In the event any repair or improvement to or any inspection or testing of the Premises is desired by the Purchaser or by any lender proposing to provide Purchaser with financing for the purchase of the Premises, the costs of any such repair, improvement, inspection, or testing shall be payable solely by the Purchaser. Seller reserves the right to refuse to permit any such repair, improvement, inspection, or testing or to impose such conditions upon any permitted repair, improvement, inspection, or testing as Seller deems appropriate, including, but not limited to, insurance coverage and indemnification and hold harmless agreements. The Purchaser's Agreement shall not be conditioned upon any such repair, improvement, inspection, or testing, or upon any specific results obtained from such inspection or testing.

11. **REAL ESTATE SELLER DISCLOSURE ACT:** The Purchaser acknowledges that the Real Estate Seller Disclosure Act, Act No. 84 of 1996 (68 P.S. §7301, et seq.) (hereinafter called the Act), exempts the personal representative of a decedent's estate from compliance with the disclosure requirements of the Act. Accordingly, no Sellers' Disclosure Statement has been provided to the Purchaser.

12. **LEAD BASE PAINT DISCLOSURE & WAIVER OF RISK ASSESSMENT:** This notice is provided pursuant to the requirements of regulations promulgated by the United States Environmental Protection Agency (herein "EPA"), 24 C.F.R. Part 35, and 40 C.F.R. Part 745. The Disclosure required by such regulations is attached hereto and made a part hereof. By the execution of the Purchasers' Agreement attached to these Conditions of Sale, the Purchaser acknowledges that he has reviewed the information as set forth in the Disclosure attached hereto, and certifies that, to the best of his knowledge, the information provided therein is true and accurate. The Purchaser also waives rights under the aforesaid statute to be provided with a pamphlet required by the cited regulations about the dangers of lead poisoning. ***The attached Disclosure contains a waiver of risk assessment. As a result of the waiver of risk assessment as set forth in the attached Disclosure, the Purchaser acknowledges that the Premises is to be sold "AS IS", and shall not be subject to or contingent upon any such assessment or inspection for the presence of lead-based paint or lead-based paint hazards.***

13. **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, 1100 Grosser Road, Gilbertsville, Pennsylvania, 19525; 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 Premises AS IS, with no certification from Seller. Purchaser releases, quits, and forever discharges Seller, 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 Premises. Seller has no knowledge concerning the presence or absence of Radon.

14. **ZONING**: The parties acknowledge that no representation whatsoever is made concerning zoning of the Premises, or the uses of the Premises that may be permitted under local ordinances, and that Purchaser has satisfied himself that the zoning of the Premises is satisfactory for his contemplated use thereof. The Purchaser hereby waives any applicable requirement for Seller to provide a certification of zoning classification prior to settlement pursuant to Disclosure Act of July 27, 1955, P.L. 288, §3, as amended and reenacted (21 P.S. §613).

15. **INCLUSIONS WITH PREMISES**: Included in this sale are all buildings, improvements, rights, privileges, and appurtenances to the Premises, including if any, but not limited to:

- (a) Any water softening system
- (b) Any central air conditioning fixtures and systems
- (c) Radio and television aerials, masts, and mast and rotor equipment
- (d) Any gas, electric, heating, plumbing, lighting, or water fixtures and systems
- (e) Storm doors and windows, screen doors and fitted window screens
- (f) Any roller or Venetian blinds, curtain and drapery rods and hardware
- (g) Any laundry tubs, radiator covers, cabinets, awnings, or any other articles permanently affixed to the Premises, except as herein set forth
- (h) Any cook stoves or built-in ovens.

No items of personal property are included in the sale of the Premises unless otherwise specifically set forth herein. Nothing in the Sellers' Disclosure Statement attached hereto, setting forth the condition of any items of household goods, shall be interpreted as representing that the same shall be included in the sale of the Premises, unless such items are specifically listed in this Paragraph.

16. **EXCLUSIONS FROM PREMISES**: The following items are expressly excluded from the sale and will be removed from the Premises by Seller prior to settlement, the Premises to be restored to reasonable condition by Seller prior to settlement: NONE

17. **FIRE INSURANCE**: Seller will continue in force the present insurance coverage upon the Premises until delivery of deed or possession to the Purchaser, whichever event shall first occur, and, in case of loss, will credit on account of the purchase price at settlement any insurance collected or collectible either by Seller, or any mortgagee, or other loss payee thereof. The Purchaser should inquire after the Premises is struck off concerning the amount of such insurance.

18. **PURCHASERS' DEFAULT**: In case of noncompliance by the Purchaser with any term of these Conditions, the Seller shall have the option, in addition to all other remedies provided by law, to exercise any one or more of the following remedies:

- (a) To retain the Purchaser's down money as liquidated damages, regardless of whether or not, or on what terms, the Premises is retained or resold; and/or
- (b) To resell the Premises 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 payment of such loss.

19. **SUMMARY OF CONDITIONS**: The Purchaser acknowledged that these Conditions of Sale were available for inspection by the Purchaser prior to the commencement of bidding and sale of the Premises, that the Purchaser had an opportunity to review the full Conditions of Sale, and that the Purchaser understands the contents thereof and all terms and conditions under which the Premises is being sold, agreeing to be bound by the full terms and conditions as set forth therein. The Purchaser acknowledges that only a summary of the Conditions of Sale was read prior to commencement of bidding on the Premises, and that the Purchaser is not relying upon the public reading of the Conditions of Sale as a complete statement of the terms and conditions for sale of the Premises.

20. **PARTIES BOUND**: These Conditions of Sale and the Purchaser's Agreement made hereunder shall be binding upon the parties hereto and their respective heirs, successors, personal representatives and assigns. All references to the highest bidder, Buyer or Purchaser contained herein shall be deemed to refer to all Purchasers, jointly and severally, whether referred to in the singular or plural, or masculine or female, form.

21. **INTENT**: This Agreement represents the whole Agreement between the parties, and any representations concerning the Premises, or otherwise, made prior to the execution of the Purchaser's Agreement, are hereby superseded by this Agreement. 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.

22. **ESTATE EXECUTOR - LIMITED REPRESENTATION OF INHERITANCE TAX PAYMENT**: Seller will provide a letter at the time of settlement, stating that all Inheritance taxes will be paid on the Estate at its conclusion. Any other consideration or assurance required by Buyer's Lender or Title insurance Company will be supplied by Buyer.

IN WITNESS WHEREOF, the Seller has executed these Conditions of Sale, intending to be legally bound hereby, on the day and year first above written.

**DOROTHY M. SHIRK ESTATE**

By: \_\_\_\_\_  
Angela D. Bowman, *Executor*

## EXHIBIT "A" – LEGAL DESCRIPTION

ALL THOSE TWO CERTAIN tracts or pieces of land with the improvements thereon erected situate in the Township of Caernarvon, County of Lancaster and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

PURPART 1, ID # 050-24377-0-0000

TRACT NO. 1 BEGINNING at a stone in a line of land now or late of Harold Mast; thence by the same, South eighty-nine and one half (89 ½) degrees East, Sixty-three (63) feet to a stone; thence by Tract No. 2, South one and one half (1 ½) degrees East, nine (9) perches to an iron pin in the middle of the Downingtown Turnpike Road, (now State Highway Route 322); thence along the middle of said highway, North eighty-seven and three quarters (87 ¾) degrees West, sixty-three (63) feet to an iron pin in the middle of said Highway; thence by land now or late of Harry Hoffman, North one and one half (1 ½) degrees West, eight and nine tenths (8.9) perches to a stone, the place of BEGINNING.

CONTAINING thirty-four (34) square perches of land.

TRACT NO. 2 BEGINNING at the Southwest corner thereof, a point in the State Highway Route 322, leading from Blue Ball to Honey Brook, a corner of Tract No. 1 herein described, thence by same, North one (1) degree thirty (30) minutes West, one hundred forty-eight and five tenths (148.5) feet to an iron pin; thence by land now or late of Titus Snader, South eighty-nine (89) degrees thirty (30) minutes East, twenty (20) feet to an iron pin; thence by land now or late of Titus Sensenig, South one (1) degree and thirty (30) minutes West, one hundred forty-nine and one tenth (149.1) feet to a point in said highway, North eighty-seven (87) degrees, forty-five (45) minutes West, twenty (20) feet to the place of BEGINNING.

CONTAINING ten and nine tenths (10.9) perches.

PURPART 2, ID # 050-33487-0-0000

TRACT NO. 1 BEGINNING at the Southwest corner thereof, a point in the Northern side of State Highway Route 322, a corner of other land of Ivan N. Martin and wife; thence by said land of the said Ivan N. Martin and wife, North one (1) degree and thirty (30) minutes East one hundred forty-nine and one tenth (149.1) feet to an iron pin on line of land now or late of Joseph O. Weaver; thence by said land, South eighty-nine (89) degrees thirty (30) minutes East one hundred five (105) feet to an iron pin; thence by land retained by Titus L. Sensenig and wife, South two (2) degrees ten (10) minutes West one hundred fifty-eight and eight tenths (158.8) feet to a point in the North side of said Highway, having crossed an iron pin North of the Highway; thence along in the Highway, North eighty-three (83) degrees forty (40) minutes West one hundred (100) feet to the place of BEGINNING.

CONTAINING fifty-seven and five tenths (57.5) perches.

BEING THE SAME PREMISES which Donald L. Shirk and Dorothy M. Shirk, by deed dated October 18, 1971, and recorded October 26, 1971, in the Office of the Recorder of Deeds in and for Lancaster County, to Record Book Q 61, Page 1097, granted and conveyed unto Donald L. Shirk and Dorothy M. Shirk, Grantor herein.

AND the same Donald L. Shirk died May 20, 2003, whereby full and complete fee simple title in and to the premises vested solely in Dorothy M. Shirk by right of survivorship.

AND THE SAID Dorothy M. Shirk died testate February 11, 2024, leaving a Last Will & Testament dated November 3, 2017, duly probated and remaining of record in the Register of Wills Office of Lancaster County, Pennsylvania, docketed to No. 36-2024-00464, wherein she appointed Angela D. Bowman as Executor, to whom Letters Testamentary were granted on February 28, 2024.

UNDER AND SUBJECT TO Public and private rights in and to Division Highway.

**PURCHASER'S AGREEMENT & RECEIPT**

*The undersigned, as Purchaser, intending to be legally bound hereby, acknowledges that Purchaser has examined the Conditions of Sale attached hereto available for inspection prior to sale of the Premises, and agrees to be bound by the full terms thereof, further acknowledging that only a summary of the Conditions was read prior to commencement of bidding for the Premises.*

The Purchaser agrees to purchase the Premises described in the foregoing Conditions of Sale under the terms and conditions as therein set forth, for the sum of \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_)  
Dollars.

In the event that Purchaser fails to make settlement as required in the foregoing Conditions of Sale, Purchaser hereby irrevocably authorizes any attorney of any court to appear for Purchaser, or any of them, and to confess judgment against Purchaser, jointly or severally, for all sums due hereunder, including any loss resulting from resale of the Premises by Seller, whether by private or public sale, with or without notice to Purchaser, upon filing of an Affidavit of Default under the terms hereof, together with interest at the rate of Ten (10%) Percent per annum, and together with a collection fee equal to Ten (10%) Percent of the amount then due, but in no event less than Two Hundred Fifty and 00/100 (\$250.00) Dollars, all costs of suit, release of heirs, and waiver of appeals, and without stay of execution. This warranty shall include a waiver of all appraisal, stay, and exemption laws of any state, now in force or hereafter enacted. This Power of Attorney shall not be affected by the disability of the principal or principals.

IN WITNESS WHEREOF, the Purchasers have executed this Agreement on June 27, 2024, intending to be legally bound hereby.

*Purchaser's*  
*Signature(s):* \_\_\_\_\_ *Address:* \_\_\_\_\_

\_\_\_\_\_  
*Purchaser's*  
*Printed Name(s):* \_\_\_\_\_ *Cell Phone:* \_\_\_\_\_

\_\_\_\_\_  
*Phone:* \_\_\_\_\_ (h) \_\_\_\_\_ (w)

The undersigned acknowledges receipt from Purchaser on behalf of Seller of the sum of \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_)  
Dollars, representing the down payment of ten (10%) percent of the Purchase Price for the purchase of the Premises.

GOOD & HARRIS, LLP

By: \_\_\_\_\_  
R. Douglas Good, Esquire, Attorney for Seller  
Law Firm of Good & Harris, LLP  
132 West Main Street, New Holland, PA 17557  
717-354-4456