

CONDITIONS OF SALE

**1118 Fishing Creek Hollow Road
Quarryville, PA 17566**

The conditions of the present public sale are as follows:

- 1. A.** The highest bidder shall be the purchaser upon the premises being struck off to that bidder. Immediately thereafter such bidder must sign Purchaser's Acceptance which is part of these conditions.
 - B.** Further, Purchaser shall immediately pay down ten percent (10%) of the purchase money as security for the performance of this agreement.
 - C.** If any dispute arises among the bidders, such dispute shall be raised immediately; and the premises shall immediately be put up for renewal of bidding.
 - D.** The right is reserved to reject any and all bids.

- 2. A.** Purchaser shall pay the balance of the purchase money on or before January 9, 2019 (Settlement).
 - B.** Upon said payment, Seller will convey to Purchaser, by deed prepared at Purchaser's expense, fee simple title to the premises, good and marketable, free and clear of all liens and encumbrances not noted on these Conditions, but subject to any existing wall rights, easements, building or use restrictions, encroachments of cornices, trim, spouting on either side of boundary lines, encroachments of any kind within the rights-of-way of public streets or roads, rights of utilities, zoning or land subdivision or development regulations, other municipal ordinances, and present or future rights of public authorities with respect to public highways.

- 3. Seller represents:**
 - A.** that there are no pending and unsettled eminent domain proceedings, no public improvement, condominium or homeowner association assessments have been made against the premises which remain unpaid, and that no notice by any government or public authority has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building safety or fire ordinances that remain uncorrected and that Seller knows of no condition that would constitute a violation of any such ordinances that remain uncorrected; and
 - B.** 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 currently-used or enforceable easement for any underground electric or telephone cable or sewer, gas or water pipe serving other than premises, any petroleum products pipeline or public storm sewer, or any other easement which is not apparent upon reasonable physical inspection, except as noted in these Conditions.

4. The real estate being sold is described in Exhibit "A" attached hereto and made a part hereof ("Premises").

5. Zoning for premises is Village Residential.

6. Possession shall be given to Purchaser at Settlement.

7. A. All buildings, improvements, rights, liberties, privileges and the appurtenances thereto belonging are included in the sale as well as electric, oil, heating, plumbing, lighting, and water plants, fixtures and systems; water softeners, stoves and built-in ovens; laundry tubs; central air conditioning systems; storm and fitted screen doors and windows; roller and Venetian blinds; curtain and drapery rods and hardware; radio and television aerials, masts and rotor equipment; radiator covers; cabinets; awnings; and any articles permanently annexed to the premises not specifically mentioned.

B. No personal property being sold at this sale is included with the real estate.

C. The following is specifically NOT included in the sale:

8. At Settlement, the premises 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.

9. Formal tender of deed and purchase money are waived. Settlement shall be made at the office of Attorney for Purchaser in Lancaster County.

10. Purchaser shall pay all settlement charges including, without limitation, settlement fees, disbursement fees, fees of Purchaser's attorney and notary fees except acknowledgment to Deed.

11. A. Seller agrees to continue in force the present fire insurance until delivery of deed or possession to Purchaser, whichever shall first happen; and any money collected or to be collected on account of loss or damage occurring after this date and before delivery of deed or possession shall be credited upon the purchase money.

B. If the amount, type, or coverage of insurance is not satisfactory to Purchaser, Purchaser may increase the amount and/or purchase other policies and/or coverage at Purchaser's own expense insuring Purchaser's interest therein.

C. Purchaser assumes risk of ordinary wear and tear of any item covered by Seller's or Purchaser's insurance, or of anything which occurs after Purchaser has been given the right of possession.

12. Real estate taxes shall be apportioned to date of Settlement or prior receipt of possession by Purchaser on a fiscal year basis.

13. Seller shall pay acknowledgments to the deed.

14. All Real Estate Transfer Taxes shall be paid by Purchaser.

15. A. There is no community sewage system available for this tract. A permit for a new, expanded or changed individual sewage system will have to be obtained pursuant to Section 7 of Pennsylvania Sewage Facilities Act [Act No. 1537 of Jan. 24, 1966 P.L. (1965) 1535.35 P.S. 750.7]. Purchaser should contact the Township of Drumore to determine the procedure and requirements for obtaining a permit for any new, expanded or changed individual sewage system.

B. Although the water supply has been sufficient for use of Seller, no representation is made either as to potability or as to sufficiency of supply for needs of any particular purchaser.

16. Should Purchaser fail to comply with these Conditions, Seller shall, in addition to other remedies provided by law, have the option either

A. to retain Purchaser's down-payment as liquidated damages regardless of whether, or on what terms, the premises are resold or

B. to resell the premises at public or private sale, with or without notice to Purchaser, and to retain any advance in price or to hold Purchaser liable for any loss resulting from such sale, meanwhile holding the down payment as security for or toward payment of any such loss.

17. By purchasing this property, the Purchaser releases, quitclaims and forever discharges Seller, all agents, their subagents, employees, attorneys, auctioneers, 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, personal injuries and property damage and all of the consequences thereof, whether now known or not, which may arise from the presence of termites or other wood-boring 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.

18. A. Seller makes no warranty as to condition of the premises as to environmental matters.

B. Seller has conducted no investigation but has no actual knowledge, of any environmental hazards, including, but not limited to, radon, asbestos, and urea-formaldehyde insulation.

C. This sale is not conditioned in any way upon satisfactory tests having been made prior to settlement.

19. A. No representations are being made by Seller as to the condition of the improvements situated on premises.

B. This sale is NOT contingent upon any desire of Purchaser, or requirement of Purchaser's mortgagee/s, that there be satisfactory plumbing, heating, roofing or termite or other inspections or any improvements made prior to settlement.

C. If any changes or other action are determined to be advisable, or required by any lender or by any other party, a government, or other entity; such corrections or any other action shall be made at the sole expense of the Purchaser.

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

20. Premises are being sold "as is".

ESTATE OF DAVID E. WALTMAN – Seller

By: _____
Karen Stauffer, Executor

PURCHASER'S ACCEPTANCE

The undersigned Purchaser, having agreed to purchase the real estate mentioned in the foregoing Conditions subject to said Conditions, executes the Purchaser's Acceptance and agrees that it shall be binding upon Purchaser/s and the heirs, legal representatives, successors and assigns of Purchaser.

Should possession of the premises be acquired by Purchaser before payment of the purchase money, and should Purchaser fail to make payments when due; Purchaser authorizes the Prothonotary or any Court of Record to appear for Purchaser in any Court of Record and confess judgment in an amicable action of ejectment against Purchaser in favor of Seller or the latter's assigns for the possession of said premises and directs the issuing of a writ of possession with writ of execution for costs, waiving all irregularities, without notice, without asking leave of Court, waiving present or future exemption laws and waiving the right of appeal.

The sum Purchaser has agreed to pay is

DOLLARS (\$) _____)

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

Purchaser acknowledges receipt of Sellers' Property Disclosure Statement before signing this agreement.

This agreement which includes this Acceptance and the Conditions of Sale contains the whole agreement between the Seller and the Purchaser. There are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale.

This agreement shall not be altered, amended, changed or modified except in writing executed by the parties.

EXECUTED this 10th day of November, 2018.

Witness:

_____ **Purchaser**
_____ **Purchaser**

Post Office address of Purchaser:

Telephone: _____

E-mail :

RECEIPT

Received of above Purchaser/s, on the date above mentioned on account of the purchase price

DOLLARS (\$).

ESTATE OF DAVID E. WALTMAN – Seller

By: _____
Karen Stauffer, Executor