

## **CONDITIONS OF SALE**

**The Conditions of the present public sale are as follows:**

**1. The property to be sold is all that certain tract of land, together with improvements erected thereon, located at 51 Northview Drive, aka 51 North View Drive, Lot No. 39, Lancaster, PA 17601, East Blossom Hill Manor, Manheim Township, Lancaster County, PA by Deed dated December 18, 1997 and recorded December 22, 1997 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania, in Record Book 5565, Page 379, Acct. #390-01117-0-0000. The following title objections:**

**Possible tax increase based on additional assessment heretofore or hereafter made by reason of new construction or major improvements to premises.**

**Subject to the legal operation and effect of the setback lines, plan notes, easements, conditions, and encumbrances as shown on Subdivision Plan Book J-5, Page 30.**

**Subject to restrictions as set forth in Record Book C, Volume 37, Page 432.**

**Subject to a Right of Way Agreement as set forth in Record Book R, Volume 38, Page 444.**

**Subject to rights granted Pennsylvania Power & Light Company as set forth in Record Book B, Volume 31, Page 351.**

**2. (a) 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 10% of the purchase money as security for the performance of this Agreement.**

**(b) The auctioneer's decision regarding any disputes for any reason is final and the auctioneer reserves the right to reject any bid that is not an acceptable advancement over the preceding bid.**

**(c) This sale is in no manner contingent upon the procurement of financing for the purchase of subject real estate by the PURCHASER, and no mortgage contingencies exist herein.**

**(d) No person shall retract from his or her bid for any reason.**

**3. The balance of the purchase money shall be paid at Settlement to be held at the office of Abstract Associates of Lancaster, 1903 Lititz, Pike, Lancaster, PA 17601, on or before June 23, 2020, 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, the simple 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.**

**The Seller represents (i) that there are no pending and unsettled eminent domain proceedings, no appropriations by the filing of State Highway plans in the Recorder's Office, and no uncomplained with orders from any governmental authority to do any work or correct conditions affecting this property of which Seller has knowledge; (ii) that no part of the property 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 this property, 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; and (iii) that this property is zoned to permit the residence located thereon.**

**At settlement the property and all 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) ACKNOWLEDGEMENTS to the Deed shall be paid by Seller and all required state and local realty transfer taxes 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, if any, shall be paid by Seller to date of Settlement or prior delivery of possession.**
  - (d) Any DISBURSEMENT of similar FEES purported to be charged by Purchaser's title company or attorney against Seller for services which Seller has not specifically engaged shall be paid by Purchaser.**
- 6. Included in the sale are all buildings, improvements, rights, privileges and appurtenances; gas, electric, heating, plumbing, lighting, water, water softening and central air conditioning fixtures and systems; cook stoves and built-in ovens; laundry tubs; radio and television aerials, masts and rotor equipment; storm doors and windows, screen doors and fitted window screens; roller and Venetian blinds, curtains and drapery rods and hardware; radiator covers; cabinets; awnings; and any articles permanently affixed to the property.**
- 7. POSSESSION shall be given to the Purchaser at settlement.**
- 8. Seller will continue the present insurance on the property until the date of settlement or prior delivery of possession to the Purchaser, whichever 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 mortgages or other loss payee, therefore.**
- 9. The property is being sold subject to any restrictions appearing of record and is further being sold in an "AS IS" condition.**
- 10. Seller reserves the right to reject any and all bids.**

**11. In case of noncompliance 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 or his sureties (if any) and to retain any advance in price, or hold the present purchaser and any sureties 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.**

**12. The auctioneer is acting only as auctioneer and agent and shall in no way be liable to the PURCHASER or the SELLER for the performance or non-performance of any of the foregoing conditions of sale.**

**13. I/We Acknowledge receipt of a Seller Disclosure Statement executed by the Seller.**

**By: \_\_\_\_\_  
Brian J. Mahoney**

**By: \_\_\_\_\_  
Randi L. Mahoney**

**PURCHASER'S AGREEMENT**

I/We, \_\_\_\_\_,  
Agree to have purchased the real property mentioned in the foregoing conditions, subject to these Conditions, for the sum of \_\_\_\_\_ (\$ \_\_\_\_\_); and if I/We shall acquire possession of the premises before payment of the purchase money and shall fail to make payment when due, I/We authorize any attorney to appear for me/us in any court and, to the extent and under the conditions, if any, then permitted or prescribed by law, **CONFESS JUDGMENT IN EJECTMENT** against me/us and in favor of the Seller or his assigns, for possession of the premises, and direct the issuing of a writ of possession, with clause or writ of execution for costs; hereby waiving all irregularities, notice, leave of court, present or future exemption laws, and right of appeal.

I/We acknowledge receipt of a Seller Disclosure Statement executed by the Seller.

Witness my/our hand/s and seal/s this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

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

**RECEIPT**

Received of Purchaser on above date, as down money and on account of the above purchase price, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) on behalf of Seller.

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**SURETIES AGREEMENT**

I/We, \_\_\_\_\_, intending to be legally bound, and in consideration of the Seller's agreeing to sell the property to the above-named Purchaser without payment of some of all of the down money required under these Conditions, hereby become surety for the payment of the above purchase price and compliance with the foregoing Conditions of Sale by said Purchaser.

This Sureties Agreement has been signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

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

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Street Address**

\_\_\_\_\_  
**Street Address**

\_\_\_\_\_  
**City/State/Zip**

\_\_\_\_\_  
**City/State/Zip**

\_\_\_\_\_  
**Phone**

\_\_\_\_\_  
**Phone**

**RADON DISCLOSURE ADDENDUM TO TERMS AND CONDITIONS OF SALE**

Radon is a radioactive gas produced naturally in the ground by the normal decay of uranium and radium. Studies, although not yet conclusive, indicate that extended exposure to high levels of radon gas or radon daughters, also known as radon progeny, descendants of radon gas, results in an increased risk of lung cancer. Radon gas or radon daughters can diffuse through the earth into homes and can accumulate in open spaces, such as basements and crawl spaces and subsequently permeate a home. If the annual average exposure to radon daughters exceeds 0.02 working levels (4 picocuries per liter) the Environmental Protection Agency (EPA) presently advises corrective action, although there can be no assurance that lesser levels are not harmful. Increased ventilation and/or preventing the entry of radon will cure a radon problem in most instances.

Seller has no knowledge concerning the existence or nonexistence of radon in or about the Premises. Buyer agrees to take the property in an "as is" condition with regard to radon; and further Buyer hereby releases, quit claims and forever discharges Seller, Seller's Agents and Subagents, Attorneys or any one of them and any other Person, Firm or Corporation, who may be liable through them, from any and all claims, losses or demands, including personal injuries and all consequences thereof, where now known or not, which may arise from the presence of radon in any building on any property.

**LEAD BASE PAINT AND/OR LEAD BASED PAINT HAZARDS  
DISCLOSURE ADDENDUM TO TERMS AND CONDITIONS OF SALE**

Every purchaser or any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller has no knowledge concerning the existence or nonexistence of lead-based paint and/or lead based paint hazards in or about the Premises. Buyer agrees to take the property in an "as is" condition with regard to lead-based paint and/or lead-based paint hazards; and further Buyer hereby releases, quit claims and forever discharges Seller, Seller's Agents, Subagents, Attorneys, or any one of them, and any other Person, Firm or Corporation, who may be liable through them, from any and all claims, losses or demands, including personal injuries and all consequences thereof, where now known or not, which may arise from the presence of lead-based paint and/or lead-based paint hazards in any building on any property.

_____	Witness	_____	Buyer
_____	Witness	_____	Buyer
_____	Witness	_____	Seller
_____	Witness	_____	Seller