

CONDITIONS OF SALE

The conditions of the present public sale are as follows:

1. The highest bidder shall be the purchaser upon the property being struck off to that bidder. Immediately thereafter such bidder must sign Purchaser's Acceptance which is part of these conditions. Further, Purchaser shall immediately pay down ten percent (10%) of the purchase money as security for the performance of this agreement, which ten percent (10%) shall be paid over to Sellers and not held in an escrow account. If any dispute arises among the bidders, such dispute shall be raised immediately; and the property shall immediately be put up for renewal of bidding. The right is reserved to reject any and all bids. The real estate being sold has a mailing address of **208 New Street, Terre Hill, Pennsylvania**, in Lancaster County, Pennsylvania being more fully described in Exhibit "A" attached hereto. The Deed was recorded in the Lancaster County Recorder of Deeds Office at Instrument No. 5993585 and having Tax Account No. 590-0863-000000.

2. Purchaser shall pay the balance of the purchase money on or before **February 2, 2024 by 5:00 p.m.** 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 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 (i) that there are no pending and unsettled eminent domain proceedings, no recent appropriations by the filing of the State Highway plans in the Recorder's Office, and no uncomplained-with orders from any governmental authority to do work or correct conditions, affecting this property of which Seller has knowledge; and (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.

4. Any survey desired by Purchaser or required by Purchaser's lender shall be at the sole expense of Purchaser, for whatever reason desired or needed.

5. Zoning for premises is R-1.
6. Possession shall be given to Purchaser at Settlement.
7. All buildings, improvements, rights, liberties, privileges and the appurtenances thereto belonging are included in the sale. No personal property being sold at this sale is included with the real estate.

The following specially are **NOT** included in the sale: N/A.

8. 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.

9. Formal tender of Deed and purchase money is waived. Settlement shall be made at the office of Gardner and Stevens, P.C. 109 West Main Street, Ephrata, Pennsylvania 17522.

10. Seller agrees to continue in force the present homeowner's insurance amounting to **\$384,000 for the dwelling and \$38,400 for other structures**, 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. 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. 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.

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

12. Seller shall pay acknowledgments to the Deed.

13. Purchaser shall pay real estate transfer taxes.

14. Water and Sewage treatment charges shall be paid by Seller to date of Settlement or prior receipt of possession by Purchaser.

15. CONDITIONS OF PROPERTY AND FIXTURES; RESDA DISCLOSURES: 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.

Seller makes no representations as to the condition of the Premises, including, by way of illustration and not limitation, the roof, basement, structure, plumbing, heating and air conditioning system (if any), electrical system, water supply system, sewage disposal system, land or soil, or any equipment and/or appliances included with the Premises. The Seller makes no representation as to the presence of termites or other wood destroying insects, the presence of any hazardous substances on the Premises, or any flooding of the premises. The Seller has not conducted any investigation or inspection of the Premises in order to ascertain the presence of any potential problem or defect. By execution of the Purchaser's Agreement, the Purchaser acknowledges that he has had a full and complete opportunity to inspect the Premises, and that the Premises is being sold unto Purchaser "AS IS" with no representation, guarantee or warranty regarding the condition of the premises, including, but not limited to, the electrical system, heating system, plumbing, water system, sewage disposal system, or any portion thereof. 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 condition 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.

Notwithstanding the above, the Purchaser acknowledges that the Seller is selling the premises on behalf of an Estate and, as the Estate's Personal Executrix, has been unable to form an opinion as to the existence of any material defects or the condition of in the premises.

16. LEAD BASE PAINT DISCLOSURE AND WAIVER OF RISK ASSESSMENT AND CONTINGENCY. This notice and waiver is provided pursuant to the requirement of regulations promulgated by the United States Environmental Protection Agency (hereinafter called EPA.) 24 C.F.R. Part 35, and 40 C.F.R. Part 745. Every Purchaser of 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 Purchaser with any information on lead-based paint hazards from risk assessments or inspections

in the Seller's possession and notify the Purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

The Seller makes no representation as to the existence of lead-based paint and/or lead-based paint hazards in the housing. The seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazard.

Regulations promulgated by the United States Environmental Protection Agency provides that any agreement for the sale of real estate shall be contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense until 9:00 p.m. on the tenth calendar day after the date of execution of this Agreement. This contingency would terminate at the above predetermined deadline unless the Purchaser delivers to the Seller a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. By the execution of this Agreement, the Purchaser hereby waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. The Purchaser waives any rights as set forth in the "Residential Lead-Based Paint Hazard Reduction Act of 1992", 42 U.S.C.A. §4852d, and any regulations promulgated thereunder, including 24 C.F.R. Part 35 and 40 C.F.R. 745, to require a risk assessment, or rights of rescission of this Agreement, and further releases the Seller from any and all liability of Seller as set forth in the aforesaid statute or regulations, including treble damages and attorney fees, or any civil or criminal penalties. The Purchaser agrees to take the Premises "AS IS" regarding lead-base paint and/or lead-based paint hazards. The Purchaser also waives Buyer's rights to be provided with the pamphlet required by the cited regulations about the dangers of lead poisoning.

17. Title to the premises is under and subject to the following: N/A

18. Any "Disbursement" or 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.

19. 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.

DATE: _____

Laura Susan High, Executrix
Estate of Violet M. Stauffer, Seller