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JAMES A. COON ESTATE
PUBLIC AUCTION OF
206 WECAF ROAD,
NEW HOLLAND, PA 17557

— July 2, 2020 —

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CONDITIONS OF SALE

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The terms and conditions of the present public sale (herein also “**Conditions**”), held Thursday, July 2, 2020 (herein also “**Public Sale Date**”), are as follows:

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1. **SELLER:** This sale is held on behalf of the **James A. Coon Estate** (herein also “**Seller**”), % Nancy L. Strause, Administrator, 1155 Ranck Road, New Holland, PA 17557 and it is the present owner of the herein-described Premises as of the Public Sale Date as more fully described herein.

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2. **PREMISES:** The real property to be sold (herein also “**Premises**”) is commonly known as **206 Wecaf Road, New Holland, New Holland Borough, Lancaster County, PA 17557 (having Tax Account No. 480-00020-0-0000)**, and it is more particularly described in the legal description that is attached hereto and marked “**Exhibit 1**”, which is made a part hereof and incorporated herein by reference.

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A. **No Survey Performed:** The Premises has not been recently surveyed and, thus, Seller does NOT warrant or guarantee the perimeter of the Premises.

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B. **Sale Disclaimers:**

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(1) **No warranties:** All announcements made the day of the auction sale shall take precedence over any printed material except these Conditions. **The Premises, Tract, and Lot is sold “AS IS”, and with all faults and NO expressed or implied warranties of any kind or nature whatsoever.** All information regarding said Premises, Tract, and Lot for sale are from sources deemed reliable, but **NO WARRANTIES OR REPRESENTATIONS ARE MADE** by the Seller, Auctioneer, or their respective affiliates, employees, title searchers, Board Members, attorneys, agents, or representatives as to the accuracy or reliability thereof, and same is subject to errors, omissions, accidents, or other conditions.

42 (2) **Buyer Due Diligence:** All bidders are encouraged to inspect the
43 Premises prior to placing any bid, and each successful high bidder, as a Purchaser,
44 acknowledges and agrees that said Purchaser has had a reasonable opportunity prior
45 to the Auction to inspect and examine the title and condition of the Premises and
46 make inquiries of applicable governmental authorities pertaining to said Purchaser's
47 proposed use of the Property and as Buyer otherwise deems necessary or desirable.
48 **Prospective purchasers must rely upon their OWN investigations and due**
49 **diligence** and, thus, the Seller, Auctioneer, and their respective affiliates, employees,
50 title searchers, Board Members, attorneys, agents, and representatives are not
51 responsible for errors, omissions, accidents, or other conditions. **The Seller (in its**
52 **absolute sole discretion) reserves the right to change, alter, supplement, modify,**
53 **or amend these Conditions with respect to the Premises prior to, at, or during**
54 **the auction.** Neither the Seller nor the Auctioneer, nor their respective affiliates,
55 employees, title searchers, Board Members, attorneys, agents, or representatives, has
56 any obligation to update these Conditions or information contained herein. **PRIOR**
57 **TO COMMENCEMENT OF BIDDING FOR THE PREMISES TO BE SOLD**
58 **AT THE AUCTION, The BIDDER MUST REVIEW THESE CONDITIONS**
59 **OF SALE AND ATTACHED PURCHASERS'S AGREEMENTS PREPARED**
60 **BY THE SELLER'S ATTORNEY, AND EVERY AND ALL BIDDERS WHO**
61 **PURCHASE THE PREMISES EACH HEREBY (1) ACKNOWLEDGES**
62 **READING THESE CONDITIONS AND THE PURCHASER'S**
63 **AGREEMENTS IN FULL PRIOR TO THE COMMENCEMENT OF**
64 **BIDDING AT THE AUCTION, OR (2) WAIVES THE RIGHT TO DO SO BY**
65 **EXECUTING A PURCHASER'S AGREEMENT.**
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68 3. **PURCHASE AND DOWN PAYMENT:** The Auctioneer, **Patrick Morgan of**
69 **Patrick Morgan Auction Services,** (herein also "Auctioneer") will take bids upon the Premises,
70 and in the event that the Premises is placed in the hands of the Auctioneer for sale, the highest bidder
71 for said Premises shall be the Purchaser of the Premises upon the Premises being struck off to the
72 highest bidder at the highest bid (herein also "**Purchase Price**"). The highest bidder (herein also
73 "**Purchaser**" or "**Buyer**") for each Premises shall immediately thereafter execute and deliver to the
74 Seller, the Purchaser's Agreement for the Premises attached to these Conditions, and shall pay down
75 ten percent (10%) of the Purchase Price (herein also "**Down Payment**") as security for the
76 performance of the terms and conditions of these Conditions and the Purchaser's Agreement. The
77 Purchaser acknowledges that all Down Payments shall be paid to the Seller at the conclusion of the
78 bidding for the applicable Premises, and shall NOT be held in escrow. **All Down Payments are**
79 **nonrefundable under any and all circumstances.** Checks for all Down Payments will be deposited
80 the next business day. The Seller reserves the right to refuse all post-dated checks. Post-dated and
81 undated checks shall be conclusively deemed to be dated on the date of this sale, viz., July 2, 2020.
82 **All checks should be made payable to the "James A. Coon Estate". The Purchaser further**
83 **acknowledges that the Premises is NOT being sold subject to the ability of the Purchaser to**
84 **obtain any financing for the purchase thereof, other contingencies, or post-Auction due**
85 **diligence by the Purchaser.**
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87 4. **REBIDDING UPON DISPUTES:** If any dispute arises among bidders, the
88 Premises shall immediately be put up for renewal of bidding by the Auctioneer.
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90 5. **REJECTION OF BIDS OR WITHDRAWAL FROM SALE:** The Seller reserves

91 the right to reject any and all bids. The Seller reserves the right to withdraw the Premises (or any
92 portion thereof including, but not limited to, the entire Premises, purpart, lot, property, or any part
93 of the Premises) from sale; to adjourn the sale to a future date or dates; or both.
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95 A. **Competitive Bidding:** Competitive bidding is an essential element of an
96 auction sale such as this one, and all auction sales should be conducted fairly and openly with
97 full and free opportunity for competition among bidders. Any conduct, artifice, agreement,
98 or combination the purpose and effect of which are to stifle fair competition and chill the
99 bidding, is against public policy and will cause the sale and any executed Purchaser's
100 Agreement to be terminated, rescinded, or set aside in the Auctioneer's, Seller's, or court of
101 competent jurisdiction's sole discretion, either before or after the execution of these
102 Conditions and Purchaser's Agreement. Collusion and bid rigging may constitute state or
103 Federal crimes punishable by imprisonment, fines, or both. The Seller will report all illegal
104 conduct to applicable law enforcement agencies and cooperate with any prosecution.
105

106 6. **PAYMENT AND TITLE:** The balance of the purchase money shall be paid at
107 settlement, as hereinafter set forth, upon which payment the Seller shall convey to the Purchaser, by
108 **fiduciary warranty deed** or deeds prepared at the Purchaser's expense, good and marketable fee
109 simple title to the Premises, insurable without exception at regular rates by a title insurance company
110 licensed to do business in the Commonwealth of Pennsylvania and selected by the Seller in its sole
111 discretion, free and clear of all liens and encumbrances **except as noted in these Conditions**, but
112 also subject to existing wall rights; easements; building or use restrictions; zoning, land, and
113 subdivision regulations; encroachments of cornices, trim, and spouting over property boundaries;
114 or encroachments of any kind within the legal width of public highways; and also subject to all
115 easements, encumbrances, encroachments, or other matters that would be apparent upon reasonable
116 physical inspection of the Premises (or applicable portion thereof). This Paragraph only sets forth
117 the quality of title to be conveyed by the Seller to the Purchaser. Nothing herein shall be construed
118 as obligating the Seller to provide any survey, title search, or title insurance, at the Seller's expense
119 or otherwise. The acceptance of a deed by a Purchaser at settlement or otherwise shall constitute and
120 be deemed and considered full compliance by the Seller of all the terms and conditions of these
121 Conditions and said Purchaser's Agreement on the part of the Seller to be performed. The costs of
122 any survey, title search, or title insurance desired by the Purchaser shall be the sole responsibility of
123 the Purchaser, as also set forth in Paragraph 7 hereof.
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125 A. **Exceptions to Title:** The Premises are being sold subject to all liens,
126 encumbrances, and exceptions publicly recorded in the Lancaster County Courthouse or
127 elsewhere; described in these Conditions; described in any of the title searches, deeds,
128 easements, instruments, documents, and other information attached to or incorporated in
129 these Conditions (including, without limitation, all exhibits attached hereto and incorporated
130 herein); and as follows:
131

132 (1) **Other General Exceptions:** In addition to all other provisions
133 herein, and by executing the applicable Purchaser's Agreement attached hereto, the
134 Purchaser agrees that any and all portions of the Premises that said Purchaser
135 purchases at the Auction and in accordance with these Conditions and the
136 Purchaser's Agreement, are subject to all laws, ordinances, codes, rules, and
137 regulations of applicable governmental authorities pertaining to the ownership, use,
138 and occupancy of said Premises, including, but not limited to (when applicable),
139 zoning, land use, building codes, and Condominium Association Documents, and the
140 said Purchaser agrees to take title subject to such matters, and the following

141 permitted exceptions: (i) all covenants, restrictions, easements and agreements of
142 record now on the Premises; (ii) the state of facts which would be shown by a current
143 survey or inspection of the Premises; (iii) any matter created by or through Purchaser;
144 (iv) any title matters that Purchaser has accepted or is deemed to have accepted as set
145 forth in these Conditions and the Purchaser's Agreement; (vi) all such matters
146 disclosed in or incorporated in these Conditions; and (vi) such other items that will
147 not make the Premises unusable or unmarketable for the purposes for which the
148 Premises is currently used.

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150 7. **SETTLEMENT:** Settlement shall be held at the **Law Offices of Bradford J.**
151 **Harris, Esquire, 132 West Main Street, New Holland, Pennsylvania 17557** on or before **August**
152 **17, 2020**, (herein also "**Settlement Date**"). All deadlines and times described in these Conditions
153 and the Purchaser's Agreement shall be of the essence and strictly complied with. Possession of the
154 Premises shall be given to the respective Purchaser at settlement therefor. Formal tender of deed and
155 purchase money are hereby waived.

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157 8. **COSTS:** The costs related to this public sale, and the settlement on the Premises (or
158 any portion thereof), shall be paid as follows:

159 A. The Purchaser shall provide and pay:

160 (1) All required state and local realty transfer taxes.

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162 (2) Any survey, if desired or required by the Purchaser, other than a
163 survey required to provide Seller with an adequate legal description.

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165 (3) Any and all disbursement fees, escrow fees, service fees, or similar
166 fees or costs, purported to be charged against Seller by any title company or attorney
167 holding settlement for the Purchaser's Premises, unless expressly contracted for in
168 writing by the Seller.

169
170 (4) The cost of any title search at regular rates, title insurance,
171 certification of title, examination of title, and title company or settlement services.

172
173 (5) Preparation of other documents including, but not limited to, deeds,
174 mortgages, and bills of sale for personal property (if any), and payment of all fees and
175 other costs with respect to purchase of their respective Premises and settlement
176 therefor (and not enumerated hereafter to be paid by the Seller) including, but not
177 limited to, attorney fees, tax certification fees, disbursement fees, recording fees, or
178 settlement fees, whether purported to be billed against the Purchaser or the Seller,
179 unless expressly contracted for in writing by the Seller.

180
181 B. The Seller shall provide or pay for:

182 (1) Acknowledgments to deed.

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184 (2) Water and sewer rents, if any, through the earlier of the Settlement
185 Date, or the date of prior delivery of possession to the Purchaser.

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187 (3) A legally adequate description and preparing, obtaining, or recording
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191 of releases or other documents (but not including surveys) reasonably required in
192 order to make the Seller's title to the Purchaser's respective Premises insurable at
193 regular rates by a title insurance company of the Seller's choice licensed to business
194 in the Commonwealth of Pennsylvania.

195
196 C. Real estate taxes upon the Purchaser's respective Premises shall be
197 apportioned on a fiscal basis to the earlier of the Settlement Date, or the date of prior
198 delivery of possession to Purchaser.

199
200 9. **EMINENT DOMAIN AND EASEMENTS:** Except as otherwise described in these
201 Conditions, the Seller represents that there are no pending and unsettled eminent domain
202 proceedings, no appropriations by the filing of state highway plans in the Recorder's Office, and no
203 orders that have not been complied with from any governmental authority to do work or correct
204 conditions affecting the Premises (or any part thereof) of which the Seller has knowledge; that no
205 part of the Premises, except any part within utility reserve strips in developments or within legal
206 limits of highways, is, or at settlement will be, subject to any easement for underground electric or
207 telephone cable or sewer, gas, or water pipe serving other than the Premises, any petroleum products
208 pipeline or public storm sewer, or any other easement, except such easements as may appear of
209 record, such easements as may be disclosed by a reasonable inspection of the Premises (or any
210 portion thereof), or which are noted in these Conditions. Any proceeding for condemnation or by
211 eminent domain instituted against the Premises (or any part thereof) after the date hereof shall in no
212 way affect a Purchaser's obligation to purchase their respective Premises as highest bidder thereof;
213 provided that said Purchaser shall receive credit for any proceeds, consideration, damages, or sums
214 paid by any condemning authority as a result of such action if the same is paid prior to settlement.
215 In the event that any such proceeds, consideration, damages, or sums are paid after the Settlement
216 Date, the Purchaser shall be entitled to receive same. The Seller shall be under no obligation to
217 defend against or appear in any such action, provided that the Seller provides the applicable
218 Purchaser with notice of the institution of such action no later than 15 days after the Seller's receipt
219 of notice thereof, and in such event, the Seller shall reasonably cooperate in the Purchaser's defense
220 of or appearance in such action, at the Purchaser's sole expense.

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222 10. **CONDITION OF THE PREMISES AND FIXTURES:** At settlement, the
223 Premises and all its appurtenances and fixtures shall be in substantially the same condition as at
224 present, except for the following: ordinary reasonable wear and tear; damages of any kind for which
225 full or partial recovery may be had under the Seller's or a Purchaser's insurance; damages of any
226 kind occurring after possession of any portion of the Premises has been given to a Purchaser;
227 damages arising from any condition of the Premises existing on the Public Sale Date; damages of
228 any kind arising from any taking of the Premises by eminent domain; or any combination of the
229 foregoing.

230
231 A. **Premises Are Sold "AS IS":** Notwithstanding any Seller's Disclosure
232 Statement attached hereto or other disclosures herein, by execution of the Purchaser's
233 Agreement, the Purchaser acknowledges that the Purchaser has had a full and complete
234 opportunity to inspect the Premises. **The Premises and all parts thereof are being sold**
235 **into the Purchaser "AS IS", with all faults and with NO representation, guarantee, or**
236 **warranty (express or implied) regarding the condition of the Premises (or any part**
237 **thereof) or any improvement or structure located on the Premises (or any part thereof)**
238 including, but not limited to, structural integrity, roof, appliances, electrical system, heating
239 system, plumbing system, water system, sewage disposal system, hazards, or hazardous or
240 toxic substances, materials, or wastes (or any portion any of the foregoing). **"WHAT YOU**

241 **SEE” IS WHAT THE PURCHASER GETS, AND NO MORE.** Any Radon or
242 Lead-Based Paint Disclosure attached hereto notwithstanding, **NO representation is made**
243 **and NO implied or express warranty is given (a) regarding the presence or absence of**
244 **any radon, lead paint, or hazardous or toxic substances, materials or wastes; or (b) that**
245 **the Premises (or any portion thereof) is in compliance with any Federal, state, or local**
246 **environmental or other laws, rules, or regulations.**

247
248 B. In the event any repair or improvement to or any inspection or testing of the
249 Premises or portion thereof is desired by any Purchaser or by any lender proposing to provide
250 any Purchaser with financing for the purchase of the Premises or any portion thereof, the
251 costs of any such repair, improvement, inspection, or testing shall be payable solely by the
252 Purchaser. The Seller reserves the right to refuse to permit any such repair, improvement,
253 inspection, or testing, and to impose such conditions upon any permitted repair,
254 improvement, inspection, or testing as the Seller deems appropriate including, but not limited
255 to, insurance coverage and indemnification and hold harmless agreements. The Purchaser’s
256 Agreements shall not be conditioned upon any such repair, improvement, inspection, or
257 testing, or upon any specific results obtained from such inspection or testing.

258
259 C. **The Purchaser releases, holds harmless, and indemnifies the Seller,**
260 **Auctioneer, and their respective affiliates, employees, attorneys, title searchers, agents,**
261 **and representatives (and their respective personal representatives heirs, successors, and**
262 **assigns) from any and all claims, damages, actions, or causes of action (including,**
263 **without limitation, for personal injuries or death, and all of the consequences thereof,**
264 **whether now known or not) due to, arising from, or may arise from any radon, lead**
265 **paint, defect, hazard, condition of the Premises (or any portion thereof), or hazardous**
266 **or toxic substances, materials or wastes, with respect to the Premises (or any portion**
267 **thereof); and such release, hold harmless, and indemnification further includes the**
268 **Purchaser’s agreement to pay the Seller, and its above-named successors and**
269 **representatives, any and all costs and expenses (including, without limitation, engineer,**
270 **expert, and attorney fees) incurred by the Seller (or any or all of its above-named**
271 **successors and representatives) regarding the foregoing claims, damages, actions, and**
272 **causes of action.**

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274 11. **DISCLOSURES AND THE REAL ESTATE SELLER DISCLOSURE ACT:**
275 The Purchaser acknowledges that the Real Estate Seller Disclosure Act, Act No. 84 of 1996 (68 P.S.
276 §7301, et seq.) (hereinafter called the Act), exempts the personal representative of a decedent's estate
277 from compliance with the disclosure requirements of the Act. Accordingly, no Sellers' Disclosure
278 Statement has been provided to the Purchaser.

279
280 12. **LEAD BASE PAINT DISCLOSURE & WAIVER OF RISK ASSESSMENT:**
281 This notice is provided (to the extent applicable) pursuant to the requirements of regulations
282 promulgated by the *United States Environmental Protection Agency* (herein also “EPA”), 24 C.F.R.
283 Part 35, and 40 C.F.R. Part 745. Any disclosure required by such regulations is attached hereto and
284 made a part hereof. By the execution of the Purchaser’s Agreement attached to these Conditions,
285 the Purchaser acknowledges that he has reviewed the information as set forth in any disclosure
286 attached hereto, and certifies that, to the best of his knowledge, the information provided therein is
287 true and accurate. The Purchaser also waives rights under the aforesaid statute to be provided with
288 any applicable pamphlet required by the cited regulations about the dangers of lead poisoning. Any
289 attached disclosure may contain a waiver of risk assessment. **The Purchaser acknowledges that**
290 **the Premises and all portions thereof are sold “AS IS”, and shall not be subject to or**

291 contingent upon any such assessment or inspection for the presence of lead-based paint or
292 lead-based paint hazards, regardless of any requirements of said regulations. The Purchaser
293 releases, holds harmless, and indemnifies the Seller, Auctioneer, and their respective affiliates,
294 employees, attorneys, title searchers, agents, and representatives (and their respective personal
295 representatives heirs, successors, and assigns) from any and all claims, damages, actions, or
296 causes of action (including, without limitation, for personal injuries or death, and all of the
297 consequences thereof, whether now known or not) due to, arising from, or may arise from any
298 lead-based paint or other hazards or defects in the Premises (or any portion thereof); and such
299 release, hold harmless, and indemnification further includes the Purchaser's agreement to pay
300 the Seller, and its above-named successors and representatives, any and all costs and expenses
301 (including, without limitation, engineer, expert, and attorney fees) incurred by the Seller (or
302 any or all of its above-named successors and representatives) regarding the foregoing claims,
303 damages, actions, and causes of action. The Seller has no knowledge concerning the presence of
304 lead-based paint or similar hazards.

305
306 13. **RADON DISCLOSURE:** Radon is a radioactive gas produced naturally in the
307 ground by the normal decay of uranium and radium. Uranium and radium are widely distributed in
308 trace amounts in the earth's crust. Descendants of Radon gas are called "Radon daughters", or
309 "Radon progeny". Several Radon daughters emit alpha radiation, which has high energy but short
310 range. Studies indicate the result of extended exposure to high levels of Radon gas/Radon daughters
311 is an increased risk of lung cancer. Radon gas originates in soil and rocks. It diffuses, as does any
312 gas, and flows along the path of least resistance to the surface of the ground, and then to the
313 atmosphere. Being a gas, Radon can also move into any air space, such as basements, crawl spaces
314 and permeate throughout the home. If a house or other structure has a Radon problem, it can usually
315 be cured by increased ventilation, preventing Radon entry, or both. The Environmental Protection
316 Agency advises corrective action if the annual average exposure to Radon daughters exceeds 0.02
317 working levels. Further information can be secured from the Department of Environmental
318 Resources Radon Project Office, 1100 Grosser Road, Gilbertsville, Pennsylvania, 19525; Call
319 1-800-23RADON or (215) 369-3590. The Purchaser acknowledges that Purchaser has the right to
320 have the buildings or other structures on the Premises (or any portion thereof) inspected to determine
321 if Radon gas or daughters are present. **The Purchaser waives this right and agrees to accept the**
322 **Premises "AS IS", with NO certification or warranty from the Seller or Auctioneer. The**
323 **Purchaser releases, holds harmless, and indemnifies the Seller, Auctioneer, and their**
324 **respective affiliates, employees, attorneys, title searchers, agents, and representatives (and**
325 **their respective personal representatives heirs, successors, and assigns) from any and all**
326 **claims, damages, actions, or causes of action (including, without limitation, for personal**
327 **injuries or death, and all of the consequences thereof, whether now known or not) due to,**
328 **arising from, or may arise from the presence of Radon or any other gases in any building or**
329 **structure on the Premises (or any portion thereof) and such release, hold harmless, and**
330 **indemnification further includes the Purchaser's agreement to pay the Seller, and its above-**
331 **named successors and representatives, any and all costs and expenses (including, without**
332 **limitation, engineer, expert, and attorney fees) incurred by the Seller (or any or all of its above-**
333 **named successors and representatives) regarding the foregoing claims, damages, actions, and**
334 **causes of action. The Seller has no knowledge concerning the presence or absence of Radon.**

335
336 14. **ZONING AND LOCAL ORDINANCES:** The parties acknowledge that **NO**
337 **representation whatsoever is made concerning zoning of the Premises (or any portion thereof),**
338 **or the uses of the Premises (or any portion thereof) that may be permitted under state or local**
339 **ordinances, and that the Purchaser has satisfied himself or herself that the zoning of the**
340 **Premises (and all portions being purchased by the Purchaser) is satisfactory for said**

341 **Purchaser's contemplated uses thereof.** The Purchaser hereby waives any applicable requirement
342 for the Seller to provide a certification of zoning classification prior to settlement pursuant to any
343 applicable law, including, but not limited to, the Disclosure Act of July 27, 1955, P.L. 288, §3, as
344 amended and reenacted (21 P.S. §613).

345
346 15. **INCLUSIONS WITH PREMISES:** Included in this sale are all buildings,
347 improvements, rights, privileges, and appurtenances to the Premises (or any portion thereof),
348 including if any, but not limited to:

- 349
- 350 A. Any water softening system.
- 351 B. Any central air conditioning fixtures and systems.
- 352 C. Radio and television aerials, masts, and mast and rotor equipment.
- 353 D. Any gas, electric, heating, plumbing, lighting, or water fixtures and systems.
- 354 E. Storm doors and windows, screen doors and fitted window screens.
- 355 F. Any roller or Venetian blinds, curtain and drapery rods and hardware.
- 356 G. Any laundry tubs, radiator covers, cabinets, awnings, or any other articles
357 permanently affixed to the Premises, except as herein set forth.
- 358 H. 10' x 10' utility shed.
- 359 I. Appliances: washer and dryer, built-in microwave oven, refrigerator, and
360 electric range.

361
362 No items of personal property are included in the sale of the Premises unless otherwise specifically
363 set forth herein. Nothing in any Seller's Disclosure Statement attached hereto or disclosures herein,
364 setting forth the condition of any items of household goods or other personal property, shall be
365 interpreted as representing that the same shall be included in the sale of the Premises (or any portion
366 thereof), unless such items are specifically listed in this Paragraph.

367
368 16. **EXCLUSIONS FROM PREMISES:** The following items are expressly excluded
369 from the sale and will be removed from the Premises by the Seller prior to settlement, with the
370 applicable portion of the Premises to be restored to reasonable condition by the Seller prior to
371 settlement: **NONE.**

372
373 17. **FIRE INSURANCE:** The Seller will continue in force the present insurance
374 coverage upon the Premises until delivery of deed or possession to the respective Purchaser,
375 whichever event shall first occur, and, in case of loss, will credit on account of the purchase price
376 at settlement any insurance collected or collectible either by the Seller, or any mortgagee, or other
377 loss payee thereof. The Purchaser should inquire after the Premises is struck off concerning the
378 amount of such insurance.

379
380 18. **PURCHASER'S DEFAULT:** In case of noncompliance by any Purchaser with any
381 term of these Conditions, the Seller shall have the option, in addition to all other remedies provided
382 by law, to exercise any one or more of the following remedies:

383

- 384 A. To retain the Purchaser's down money as liquidated damages and NOT as a
385 penalty, regardless of whether or not, or on what terms, the Premises (or any portion thereof)
386 is retained or resold; or

387

- 388 B. To resell the Premises (or any portion thereof) at public or private sale, with
389 or without notice to any present Purchaser, and to retain any advance in price, or hold a
390 present Purchaser liable for any loss resulting from such resale, meanwhile holding the down

391 money paid hereunder as security for payment of such loss.

392
393 By retaining any deposit or down monies, the Seller does not waive any right or remedies it may
394 have because of a Purchaser's default. It is intended hereby that all of the rights and remedies of the
395 Seller available either pursuant to the terms of these Conditions or the Purchaser's Agreement, or
396 under the law, equity, or otherwise, are cumulative with, concurrent with, and NOT exclusive of any
397 other right or remedy. The Purchaser who defaults or otherwise breaches their Purchaser's
398 Agreement or these Conditions agrees to reimburse and pay the Seller all costs and expenses
399 (including, without limitation, engineer, expert, and attorney fees) that the Seller incurs to enforce
400 the Purchaser's Agreement or these Conditions, regardless of whether legal action is commenced to
401 effect said enforcement.

402
403 19. **SUMMARY OF CONDITIONS:** The Purchaser acknowledges that these
404 Conditions were available for inspection by the Purchaser prior to the commencement of bidding and
405 sale of the Premises, that the Purchaser had an opportunity to review the full Conditions, and that
406 the Purchaser understands the contents thereof and all terms and conditions under which the
407 Premises (and all portions thereof) are being sold, agreeing to be bound by the full terms and
408 conditions as set forth therein. The Purchaser acknowledges that only a summary of the Conditions
409 was read prior to commencement of bidding on the Premises, and that the Purchaser is not relying
410 upon the public reading of the Conditions as a complete statement of the terms and conditions for
411 sale of the Premises (or any portion thereof).

412
413 20. **PARTIES BOUND:** These Conditions and the Purchaser's Agreement made
414 hereunder shall be binding upon the respective parties hereto and their respective personal
415 representatives, heirs, successors, and assigns. All references to the highest bidder, Buyer, or
416 Purchaser contained herein shall be deemed to refer to all Purchasers for the Premises, jointly and
417 severally, whether referred to in the singular or plural, or masculine or female, form.

418
419 21. **MISCELLANEOUS:** This Agreement represents the whole Agreement between
420 the parties, and any representations concerning the Premises (or any portion thereof), or otherwise,
421 made prior to the execution of the Purchaser's Agreement, are hereby superseded by these
422 Conditions of Sale and Purchaser's Agreements. No modification of these Conditions shall be valid
423 unless made in writing and executed with the same degree of formality as these Conditions and the
424 Purchaser's Agreement attached hereto. These Conditions and the Purchaser's Agreement were
425 executed and dated as of the Public Sale Date.

426
427 IN WITNESS WHEREOF, the Seller has executed these Conditions of Sale, intending to be
428 legally bound hereby, on the day and year first above written.

429
430 **Witness:**

James A. Coon Estate

431
432
433 _____ By: _____ (SEAL)
434 Nancy L. Strause, *Administrator*

435
436 % **BRADFORD J. HARRIS, ESQUIRE**
437 132 West Main Street
438 New Holland, PA 17557
439 (717) 354-4456
440 **brad@goodharris.com**

441 **DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT**
442 **LEAD-BASED AND/OR LEAD-BASED PAINT HAZARDS**

443 **LEAD WARNING STATEMENT**
444

445 Every Purchaser of any interest in residential real property on which a residential dwelling was
446 built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that
447 may place young children at risk of developing lead poisoning. Lead poisoning in young children may
448 produce permanent neurological damage, including learning disabilities, reduced intelligence quotient,
449 behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant
450 women. The Seller of any interest in residential real property is required to provide the Purchaser with
451 any information on lead-based paint hazards from risk assessments or inspections in the Seller's
452 possession and notify the Purchaser of any known lead-based paint hazards. A risk assessment or
453 inspection for possible lead-based paint hazards is recommended prior to purchase.
454

455 **SELLER'S DISCLOSURE**
456

457 (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
458

459 Known lead-based paint and/or lead-based paint hazards are present in the housing, as
460 follows:
461

462 Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the
463 housing.
464

465 (b) Records and Reports available to the Seller (check one below):
466

467 Seller has provided the purchaser with all available records and reports pertaining to
468 lead-based paint and/or lead-based paint hazards in the housing (list documents below):
469

470 Seller has no reports or records pertaining to lead-based paint and/or lead-based paint
471 hazards in the housing.
472

473 **PURCHASER'S ACKNOWLEDGMENT**
474

475 (c) Purchaser has received copies of all information listed above, if any.
476

477 (d) The Purchaser waives rights to be provided with the pamphlet Protect Your Family From Lead
478 In Your Home concerning the dangers of lead poisoning.
479

480 (e) Purchaser has (check one below):
481

482 Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk
483 assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or
484

485 Waived the opportunity to conduct a risk assessment or inspection for the presence of
486 lead-based paint and/or lead-based paint hazards.
487

488 **PURCHASER’S AGREEMENT & RECEIPT**

489
490 Each of the undersigned purchasers, as the Purchaser of the Premises, intending to be legally
491 bound hereby, acknowledges that the Purchaser has examined the Conditions of Sale (and all
492 exhibits thereto) attached hereto, and that such were available for inspection by the Purchaser prior
493 to the commencement of bidding at the Auction of the Premises; and each undersigned purchaser
494 further agrees to be bound by the full terms thereof, further hereby acknowledging that only a
495 summary of the Conditions was read prior to commencement of bidding for the Premises and hereby
496 waiving any further right to examine the Conditions of Sale and this Purchaser’s Agreement after
497 signing below.

498
499 The undersigned Purchaser agrees to purchase the Premises described in the foregoing
500 Conditions under the terms and conditions as therein set forth, for the sum of _____
501 _____ Dollars
502 (\$ _____).

503
504 In the event the Purchasers (or any combination thereof) fail to make settlement as required
505 in the foregoing Conditions of Sale, then in addition to and concurrent with any and all other
506 remedies available to the Seller to enforce this Agreement and the Conditions of Sale (including,
507 without limitation, an action at law, equity, or otherwise), each Purchaser hereby jointly, severally,
508 and irrevocably authorizes any attorney of any court to appear for each Purchaser, or any
509 combination of them, and to confess judgment or bring other action against each Purchaser (or any
510 combination of them), jointly or severally, for all sums due hereunder, including (without limitation)
511 any loss resulting from resale of the Premises (or any portion thereof) by the Seller, whether by
512 private or public sale, with or without notice to any of the Purchasers, upon filing of a complaint or
513 an affidavit of default under the terms hereof, together with (a) interest at the rate of Ten (10%)
514 Percent per annum, (b) a collection fee equal to twenty-five percent (25%) of the amount then due,
515 but in no event less than One Thousand Dollars (\$1000) Dollars, © all costs of suit, (d) release of
516 heirs, (e) waiver of appeals, and also without stay of execution. This warranty shall include a waiver
517 of all appraisal, stay, and exemption laws of any state, now in force or hereafter enacted. This
518 Power of Attorney shall not be affected by the disability of the principal or principals.

519
520 IN WITNESS WHEREOF, the of the Purchasers have executed this Agreement on
521 _____, intending to be legally bound hereby.

522
523
524 Purchaser's
525 Signature: _____ Address: _____

526
527 Purchaser's
528 Printed Name: _____ Cell Phone: _____

529
530 Home Phone: _____ Work Phone: _____

534 Purchaser's
535 Signature: _____ Address: _____
536

537 Purchaser's
538 Printed Name: _____ Cell Phone: _____
539

540 Home Phone: _____ Work Phone: _____
541
542
543

544 _____
545
546
547
548

549 **RECEIPT**

550
551 The undersigned acknowledges receipt from the Purchaser(s) on behalf of the Seller the sum
552 of _____
553 _____ Dollars

554 (\$ _____), representing the Down Payment of ten (10%) percent
555 of the Purchase Price for the purchase of the Premises.
556

557 **JAMES A. COON, SR. ESTATE**

558
559 By: **Bradford J. Harris, Esquire**
560 *Attorney for Seller*
561 132 West Main Street
562 New Holland, PA 17557
563 717-354-4456
564 **brad@goodharris.com**
565

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EXHIBIT 1
LEGAL DESCRIPTION

574 **ALL THAT CERTAIN** tract of land, together with the improvements thereon erected,
575 situate on the south side of Wecaf Street, known as No. 206 Wecaf Street, in the Borough of New
576 Holland, County of Lancaster and Commonwealth of Pennsylvania, more particularly bounded and
577 described as follows:
578

579 **BEGINNING** at a point in the south curb of Wecaf Street; thence North seventy-one (71)
580 degrees and five (5) minutes East, forty-three (43) feet to another point in the said curb line of Wecaf
581 Street; thence by Lot No. 208, South eighteen (18) degrees and fifty-five (55) minutes East, one
582 hundred thirty (130) feet to the center of a fourteen feet wide common alley; thence in and along the
583 center of the said fourteen (14) feet wide common alley, South seventy-one (71) degrees and five (5)
584 minutes West, forty-three (43) feet to a point in the center of the said fourteen (14) feet wide
585 common alley; thence by Lot No. 204, North eighteen (18) degrees fifty-five (55) minutes West, one
586 hundred thirty (130) feet to the place of BEGINNING.

587 **CONTAINING** 5,590 Square Feet.

588 **BEING THE SAME PREMISES** which B. Frank Herr, Jr. and Virginia L. Herr, husband
589 and wife, by Deed dated June 23, 1972 and recorded in the Recorder of Deeds in and for Lancaster
590 County, Pennsylvania in Deed Book O, Volume 62, Page 259, granted and conveyed unto James A.
591 Coon and Mary Angela Coon, husband and wife.

592 **TOGETHER** with the right to use said fourteen (14) feet wide common alley with others
593 entitled thereto.

594 **UNDER AND SUBJECT TO** restrictions as set forth in Deed Book T, Volume 54, Page
595 743.

596 **UNDER AND SUBJECT TO** rights granted to PP&L as set forth in Deed Book Q, Volume
597 40, Page 246.

598 **UNDER AND SUBJECT TO** an easement of ½ of a 14 ft. wide alley to the rear of premises.

599 **AND** the same Mary Angela Coon died September 24, 1993, whereby full and complete fee
600 simple title in and to the premises vested solely in James A. Coon by right of survivorship of the
601 surviving tenant by the entirety.
602

603 **AND** the Said James A. Coon, Sr. died intestate on January 21, 2020, whereupon the Register
604 of Wills of Lancaster County granted Letters of Administration to Decedent's surviving daughter,
605 Nancy L. Strause, on February 19, 2020 and appointed her as Administrator of Decedent's Estate
606 which was indexed to File No. 36-2020-00392.
607

608 UPI No.: 480-00020-0-0000
609
610
611

