

CONDITIONS OF SALE
Thursday, September 26, 2024
5:00 PM

The Conditions of this public sale are as follows:

1. **The Property.** The property to be sold is located at 160 Strack Drive, Myerstown, PA 17067, North Lebanon Township, County of Lebanon and Commonwealth of Pennsylvania and described on the attached Legal Description (Exhibit "A"). This property contains approximately 4.5 acres.
2. **Inclusions.** Everything that is permanently attached to the real estate is included in the sale unless otherwise provided in these conditions.
3. **Zoning.** The property is located in the (A) Agricultural Zoning District.
4. **Bidding.** The highest bidder shall be the Purchaser when the Auctioneer announces that the property is sold. The high bidder shall immediately sign the Purchaser's Agreement in these Conditions of Sale and pay down ten percent (10%) of the purchase money on the day of auction or furnish sureties satisfactory to the Seller, as security for the performance of this Agreement, with balance due in forty-five (45) days. If any dispute arises among bidders, the property may be offered for renewal of bidding. The Seller reserves the right to reject any and all bids.
5. **Settlement.** The balance of purchase money shall be paid within forty-five (45) days at settlement to be held at Zimmerman Law Office, 466 Jonestown Road, Jonestown, Pennsylvania, 17038, on or before November 11, 2024, with settlement and title services provided by Zimmerman Law Office, (unless some other time and place shall be agreed upon by the Seller and Purchaser).
6. **Title.** Upon such payment, the Seller shall convey to the Purchaser, by deed prepared at the Purchaser's expense, good and marketable title to the property, free and clear of all liens and encumbrances not noted in these Conditions, but subject to building and use restrictions, zoning and land subdivision regulations and any easement that is apparent upon reasonable physical inspection. Any survey required by Purchaser or his lender shall be paid by Purchaser.
7. **Condition of Property.** At settlement the property shall be in substantially the same condition as at present, except for (1) damage caused by act of nature, fire or vandalism, (2) damage that occurs after possession has been given to Purchaser, and (3) any taking by eminent domain. Seller makes no other warranty as to the condition of the property and has no actual knowledge of any environmental hazard. This property is being sold "AS IS" with all current faults and problems. Any inspections or survey required by Purchaser or his lender shall be paid by Purchase and any deficiencies found by inspections or survey shall be remedied and paid for by Purchaser.

8. **Insurance.** Seller will continue the present fire insurance coverage until settlement and will promptly pay to Purchaser any insurance proceeds received for damage not caused by Purchaser that occur after the sale.
9. **Formal tender of deed and purchase money are waived.**
10. **Transfer Taxes.** State and local realty transfer taxes shall be paid by Purchaser.
11. **Real Estate Taxes & Utilities.** Real estate taxes and any water and sewer rents shall be apportioned to the date of settlement or prior delivery of possession on a fiscal year basis.
12. **Possession.** Possession shall be given to the Purchaser at settlement.
13. **Purchaser's duty to purchase this property is not subject to any financing contingency or any other condition or event.**
14. **Default.**
 - A. If Seller is unable to give title as provided in Paragraph 4.(a), Purchaser may elect either (1) to take such title as Seller can give, or (2) to require Seller to return to Purchaser all payments including any note given to Seller on account of the purchase price, upon which return all further obligations of both Seller and Purchaser under this agreement shall terminate.
 - B. In case of non-compliance by the Purchaser with these Conditions, the Seller, in addition to all remedies provided by law, shall have the option either (1) to retain the Purchaser's down money as liquidated damages regardless of whether or on what terms the property is resold, or (2) to resell the property at public or private sale, with or without notice to the present Purchaser or any sureties, 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.
15. **Parties.** The terms "Seller" and "Purchaser" include all those who sign these Conditions and Purchaser's Agreement in those respective capacities.

SELLER:

DATE: _____

_____(SEAL)
Dean R. Weaver

PURCHASER'S AGREEMENT

I/We, the undersigned purchaser, agree to have purchased the property of 160 Strack Drive, Myerstown, PA 17067, North Lebanon Township, Lebanon County, Pennsylvania, the Real Estate pursuant to the foregoing terms and subject to those Conditions, for the purchase price of \$_____.

If I/we acquire possession of the property before payment of the purchase money and 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, in favor of the Seller or the latter's assigns, for possession of the property, 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.

Witness my/our hand/s and seal/s this 26th day of September, 2024.

Signed in the presence of:

PURCHASER:

Please sign & print name

Please sign & print name

Address

Phone

Email Address

RECEIPT

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

Attending Attorney

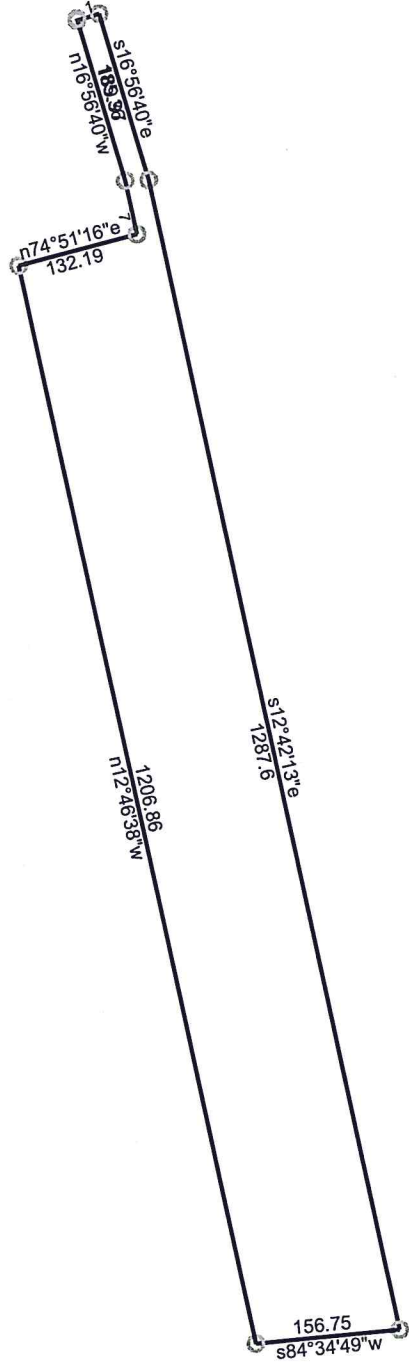
EXHIBIT "A"

ALL THAT CERTAIN messuage, tenement and lot or piece of ground, situate in the Township of North Lebanon, County of Lebanon and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a spike in the center line of Township Road Route #T-497 (50 feet wide), said point being the northeastern corner of land now or late of David T. Swoope and Rosa L. Swoope; thence along the center line of Township Road Route #T-497, North 73 degrees 00 minutes 33 seconds East, a distance of 25.00 feet to a spike; thence along lands now or late of Harold E. Moody, South 16 degrees 56 minutes 40 seconds East, a distance of 189.97 feet to an iron pin; thence along lands now or late of Barbara R. Ellsworth, South 12 degrees 42 minutes 13 seconds East, a distance of 1287.60 feet to an iron pin; thence along lands now or late of Lester M. Martin and Esther Z. Martin, South 84 degrees 34 minutes 49 seconds West, a distance of 156.75 feet to a limestone; thence along lands now or late of Michael F. Hill and Sue Ellen Hill and Paul A. Light and Debra A. Light, respectively, North 12 degrees 46 minutes 38 seconds West, a distance of 1206.86 feet to a point; thence along lands now or late of David T. Swoope and Rosa L. Swoope, the following three courses and distances, North 74 degrees 51 minutes 16 seconds East, a distance of 132.19 feet to a point; North 12 degrees 42 minutes 13 seconds West, a distance of 60.00 feet to a point, North 16 degrees 56 minutes 40 seconds West, a distance of 185.36 feet to a point, the place of BEGINNING.

CONTAINING approx. 4.5 acres

BEING KNOWN AS: 160 Strack Road, Myerstown, PA 17067



8/12/2024

Scale: 1 inch= 209 feet

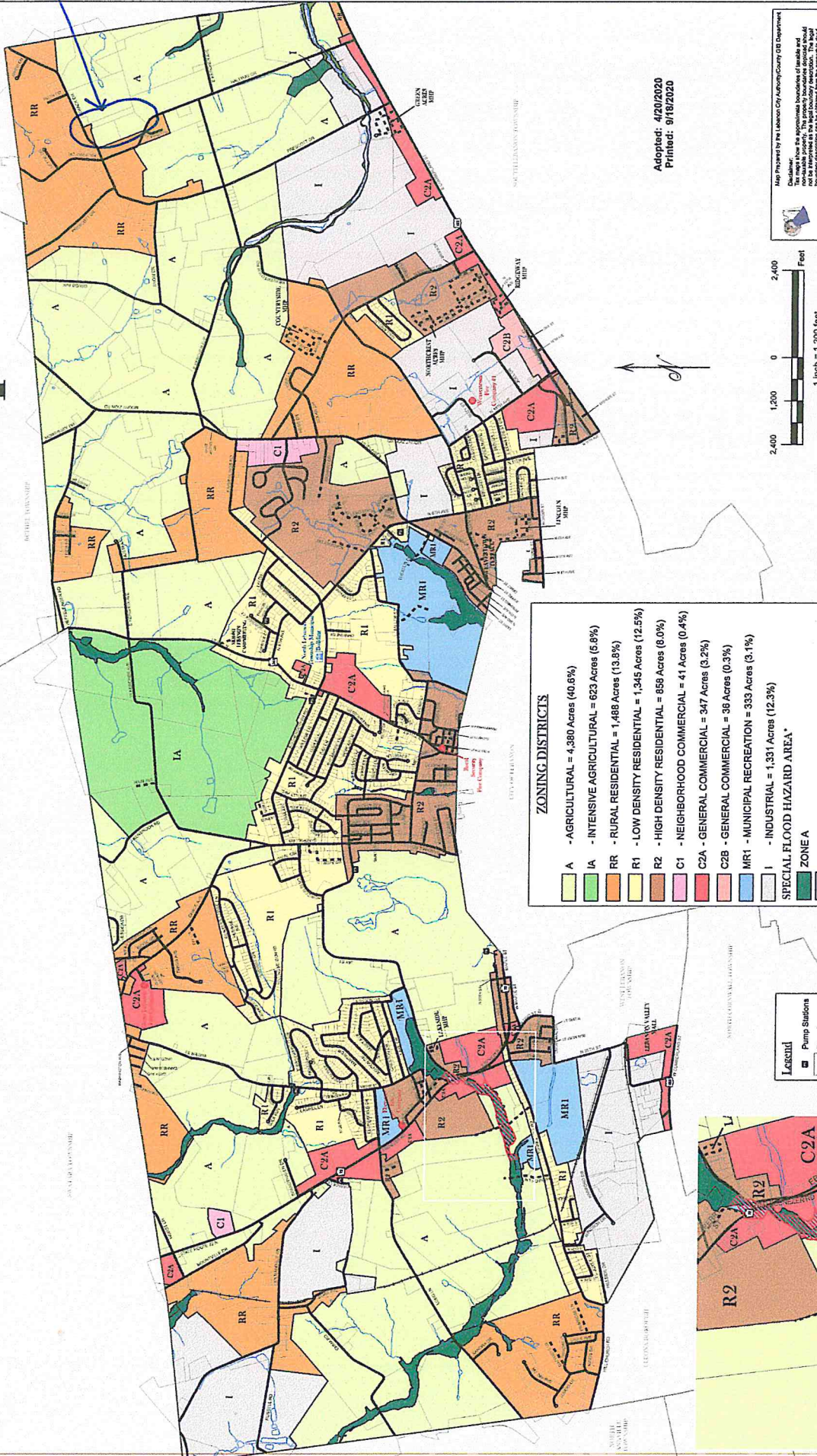
File:

Tract 1: 4.5185 Acres (196828 Sq. Feet), Closure: s04.1034e 2.06 ft. (1/1575), Perimeter=3244 ft.

- 01 n73.0033e 25
- 02 s16.5640e 189.97
- 03 s12.4213e 1287.6
- 04 s84.3449w 156.75
- 05 n12.4638w 1206.86
- 06 n74.5116e 132.19
- 07 n12.4213w 60

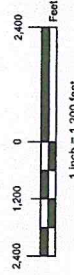
08 n16.5640w 185.36

North Lebanon Township



Adopted: 4/20/2020
 Printed: 9/18/2020

Map Prepared by the Lebanon City/Lebanon County GIS Department
 Disclaimer: The maps show the approximate boundaries of tracts and are not to be interpreted as the legal boundary description. The legal boundary description can be obtained from the property deed.



NOTE:
 ZONING DISTRICT BOUNDARIES INDICATED AS APPROXIMATELY FOLLOWING THE CENTERLINE OF ROADS OR BODIES OF WATER SHALL BE CONSTRUED AS FOLLOWING SUCH CENTERLINES. SHOULD ANY UNCERTAINTY EXIST, THE ZONING HEARING BOARD SHALL INTERPRET THE INTENT OF THE ZONING MAP AS TO THE EXACT LOCATION OF DISTRICT BOUNDARIES.

NOTE: PROPERTY LINES DISPLAYED FOR REFERENCE PURPOSES ONLY

ZONING DISTRICTS

A	- AGRICULTURAL = 4,380 Acres (40.6%)
IA	- INTENSIVE AGRICULTURAL = 623 Acres (5.8%)
RR	- RURAL RESIDENTIAL = 1,488 Acres (13.8%)
R1	- LOW DENSITY RESIDENTIAL = 1,345 Acres (12.5%)
R2	- HIGH DENSITY RESIDENTIAL = 658 Acres (6.0%)
C1	- NEIGHBORHOOD COMMERCIAL = 41 Acres (0.4%)
C2A	- GENERAL COMMERCIAL = 347 Acres (3.2%)
C2B	- GENERAL COMMERCIAL = 38 Acres (0.3%)
MR1	- MUNICIPAL RECREATION = 333 Acres (3.1%)
I	- INDUSTRIAL = 1,331 Acres (12.3%)

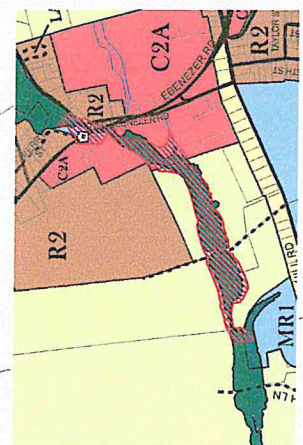
SPECIAL FLOOD HAZARD AREA*

Zone A	Zone AE - FLOODWAY
Zone AE	DAM BREACH INUNDATION AREA

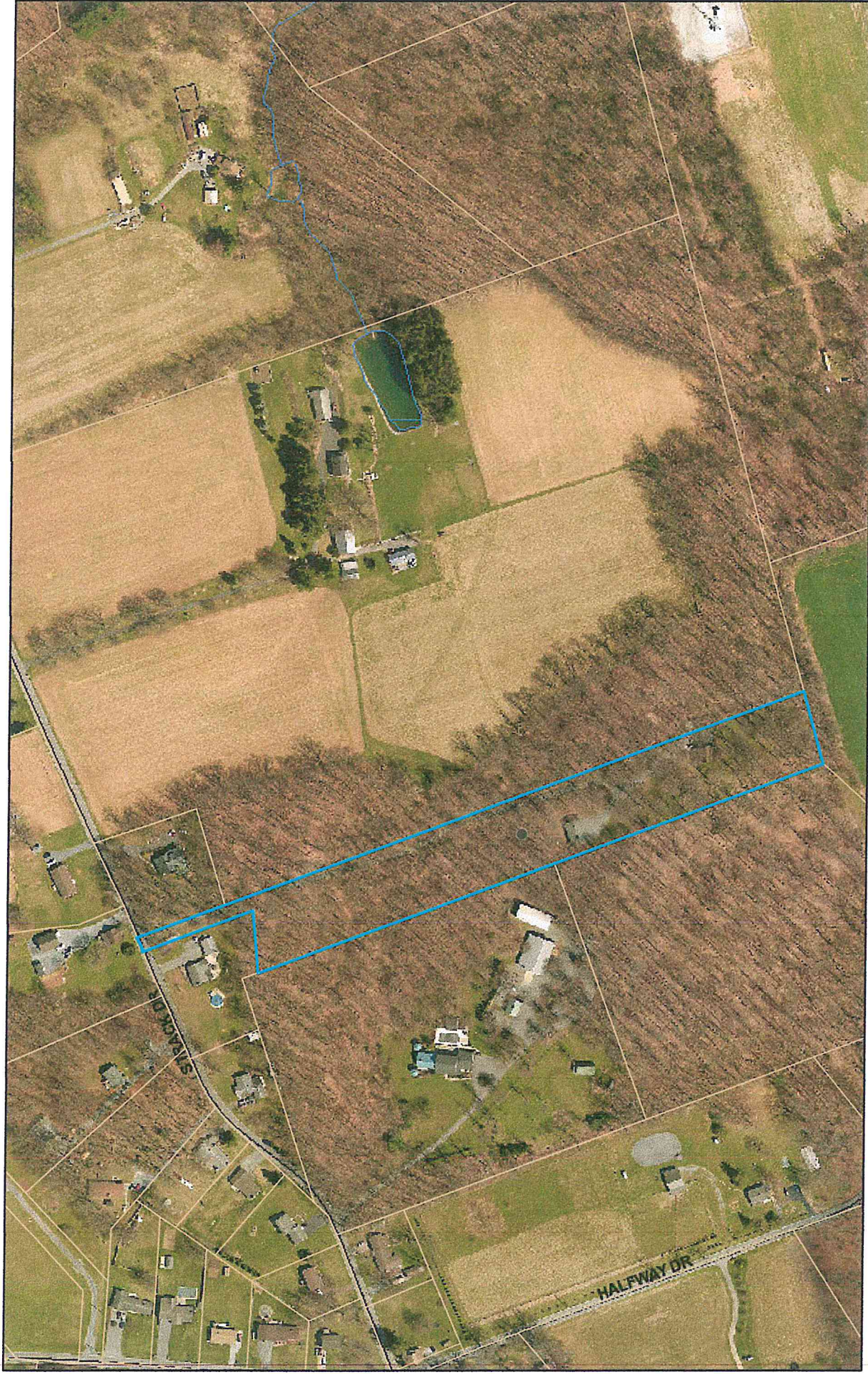
*CONSULT FEMA MAPS FOR EXACT LOCATIONS
 TOWNSHIP TOTAL ACREAGE = 10, 735 Acres

Legend

□	Pump Stations
□	Parcels
—	Railroad Beds
—	Hydrology
—	Roads
---	Private Roads



Lebanon County Property Viewer



8/12/2024, 12:30:49 PM

- 2022 Imagery
- Property Lines
- Roads
- Planned Street
- Built Street
- Municipal Boundaries
- Red: Band_1
- Green: Band_2
- Blue: Band_3

1:4,514
0 0.03 0.06 0.09 0.11 mi
0 0.04 0.09 0.18 km

Esri, Community Maps Contributors, data.pa.gov, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/
Lebanon County
Disclaimer: Tax maps show the approximate boundaries of taxable and non-taxable property. The property boundaries depicted should not be interpreted as the legal boundary description. The legal boundary description can be obtained from the property's deed.