

CONDITIONS OF SALE
Tuesday, October 1, 2024
5:00 pm

The Conditions of this public sale are as follows:

1. **The Property.** The property to be sold is located at 111 2nd Street, Fredericksburg, PA 17026, Bethel Township, County of Lebanon and Commonwealth of Pennsylvania and described on the attached Legal Description (Exhibit "A"). This property contains approximately 0.41 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 High Density Residential 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 14, 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 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 (6), 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: ROSANNA SHOWALTER ESTATE

DATE: _____

_____(SEAL)
N. Harlan Witmer, Executor

EXHIBIT "A"

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

BEGINNING at a point in the westerly line of Second Street in the Lake Strauss area, Bethel Township, Lebanon County, Pennsylvania, at iron pin sunk in the northeast corner of Lot #46; thence running in a northerly directly along said westerly line of Second Street, north 02 degrees 59 minutes east, a distance of 87.87 feet to an iron pin; thence turning and running in a westerly direction along southerly line of Lot #48, south 89 degrees 28 minutes west, a distance of 217.31 feet to an iron pin; thence and running in a southerly direction along easterly line of Lots #38 and #39, south 00 degrees 32 minutes east, a distance of 77.52 feet to an iron pin; thence turning and running in an easterly direction along Lot #46, south 87 degrees 47 minutes east, a distance of 212.17 feet to the point of BEGINNING. All bearings are true north.

BEING Lot #47 on the Plan of Lots of Lake Strauss, Inc., dated April 1, 1959, recorded July 2, 1959, in the Office of the Recorder of Deeds in and for the County of Lebanon, PA in Plan Book 3, Page 45.

UNDER and Subject to the same rights, privileges, agreements, right-of-ways, easements, conditions, exceptions, restrictions, and reservations as exist by virtue of prior recorded instruments, plans, Deeds of Conveyance, or visible on the ground.

BEING KNOWN AS: 111 2nd Street, Fredericksburg, PA 1702 6