

CONDITIONS OF SALE
Tuesday, October 8, 2024
5:00 pm

The Conditions of this public sale are as follows:

1. **The Property.** The property to be sold is a 4 Unit property located at 18 East Market Street, Jonestown, PA 17038, Jonestown Borough, County of Lebanon and Commonwealth of Pennsylvania and described on the attached Legal Description (Exhibit "A"). This property contains approximately 0.13 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 Residential Town 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 (or such other amount which is acceptable to Seller) 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 22, 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: L & S Property Ventures, LLC

DATE: _____

_____(SEAL)
Leonard Simniskis, Member

PURCHASER'S AGREEMENT

I/We, the undersigned purchaser, agree to have purchased the property of 18 East Market Street, Jonestown, PA 17038, Jonestown Borough, 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 8th day of October, 2024.

Signed in the presence of:

PURCHASER:

_____ & _____
Please sign & Print name

_____ & _____
Please sign & Print name

Address

Phone

Email Address

RECEIPT

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

Attending Attorney, John M. Zimmerman

EXHIBIT "A"

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

BEGINNING at a post on the south side of Market Street; thence by lot now or late of Kenneth N. Boltz and Patricia A. Boltz, south 04 degrees east 45 feet 06 inches to a stone; thence south 83 degrees west, 06 feet 10 inches to a stone and south 05 degrees east, 121 feet 03 inches to Blackberry Alley; thence along the north side of said alley, north 87 degrees east, 35 feet to a post; thence along the west side of Mulberry Alley, north 05 degrees west, 168 feet to said Market Street; thence along the south side of said Market Street, south 85 degrees west, 28 feet to the place of BEGINNING.

BEING KNOWN AS: 118 East Market Street, Jonestown, PA 17038