

CONDITIONS OF SALE

The Conditions of the present public sale are as follows:

1. The property to be sold:

ALL THOSE CERTAIN tracts of land with improvements thereon erected known as:

Parcel 1 Tax ID# 540-19005-0-0000 - .42 Acres on North Colebrook Road; and Parcel 2 Tax ID# 540-14587-0-0000 - .42 Acres on North Colebrook Road, both parcels in the Township of Rapho, County of Lancaster and Commonwealth of Pennsylvania, as more fully set forth in the attached legal description.

2. The highest bidder shall be the Purchaser upon the property being struck off to him; and he shall immediately thereafter sign the Purchaser's Agreement on these Conditions of Sale and pay down 10% of the purchase money -- or furnish sureties satisfactory to the Seller -- as security for performance of this Agreement. If any dispute arises among bidders, the property shall immediately be put up for renewal of bidding.

3. BALANCE OF PURCHASE MONEY shall be paid at SETTLEMENT to be held at the office of the attorney for the purchaser on or before **February 20, 2024**, (unless some other time or place shall hereafter be agreed upon by the Seller and Purchaser), upon which payment the Seller shall convey to the Purchaser, by DEED prepared at the Purchaser's expense, good and marketable title to said property, free and clear of all liens and encumbrances not noted in these Conditions, but subject to any existing wall rights, easements, building or use restrictions, zoning or land subdivision regulations, encroachments of cornices, trim and spouting over property boundaries, or encroachments of any kind within the legal width of public highways.

The Seller represents (i) that there are no pending and unsettled eminent domain proceedings, no 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 the Seller has knowledge; (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; and (iii) this property is zoned **Agricultural (A) Zone**.

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.

4. Formal tender of deed and purchase money are waived.

5. (a) ACKNOWLEDGMENTS to deed shall be paid by Seller, and all required state and local REALTY TRANSFER TAXES paid by the Purchaser.

(b) REAL ESTATE TAXES shall be apportioned to date of settlement or prior delivery of possession on a fiscal year basis.

(c) WATER AND SEWER There is no community sewage system available for this tract. A permit for an individual sewage system will have to be obtained pursuant to Section 7 of Pennsylvania Facilities Act (Act No. 537 of January 24, 1966, P.L. (1965) 1535; 35 P.S. 750.7). The Purchaser should contact the local authorities before signing this contract to determine the procedure and requirements for obtaining a permit for an individual sewage system, if one has not already been obtained.

(d) 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.

6. Included in the sale are all buildings, if any, improvements, rights, privileges, and appurtenances: gas, electric, heating, plumbing, lighting, water, water softening and central air conditioning fixtures and systems; cook stoves and built-in ovens; laundry tubs; radio and television aerials, masts and rotor equipment; storm doors and windows, screen doors and fitted window screens; roller and venetian blinds, curtain and drapery rods and hardware; radiator covers; cabinets; awnings; and any articles permanently affixed to the property - except

NONE

7. POSSESSION shall be given to the Purchaser at settlement.

8. Seller will continue in force the present insurance until delivery of deed or possession to the purchaser (whichever shall first occur), and in case of loss will credit on account of the purchase price at settlement any insurance collected or collectible, therefore.

9. The Seller reserves the right to reject any or all bids.

10. No representations are being made by Seller as to the condition of the improvements situated on the premises and this sale is not contingent upon any desire of Purchaser, or requirements of Purchaser's mortgagee that there be satisfactory plumbing, heating, roofing, or termite inspections made prior to settlement. If any corrections are determined to be advisable, or required by any lender, such corrections shall be made at the expense of the Purchaser.

11. Seller has not had the premises, or the interior of any improvements situated on the premises tested for the presence of radon gas, lead based paint or asbestos and as a result makes no representations as to the presence or absence of such gas or material in acceptable or unacceptable levels or qualities. This sale is not conditioned in any way upon satisfactory tests having been made prior to settlement.

12. The premises being sold at this public sale is being sold "as is".

13. If a real estate agent registers the Purchaser for the sale, the Purchaser shall additionally pay to said broker an Agent Premium equal to 1% of the purchase money. The Seller shall have no obligation to pay any such premium to the Purchaser's agent, irrespective of the Seller's consent to broker participation.

14. In case of non-compliance by the Purchaser with these Conditions, the Seller, in addition to all other remedies provided by law, shall have the option either (a) to retain the Purchaser's down money as liquidated damages regardless of whether or not or on what terms, the property is resold, or (b) to resell the property at public or private sale, with or without notice to the present purchaser or his sureties (if any) 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.

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Mary Alice Kreider

PURCHASER'S AGREEMENT

I/We, _____

_____ ,
agree to have purchased the Real Estate mentioned in the foregoing Conditions, subject to
said Conditions, for the sum of _____

_____ Dollars (\$_____).

and if I/we shall acquire possession of the premises before payment of the purchase money and shall 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 said premises, and direct the issuing of a writ of possession, with clause or writ of execution for costs; thereby waiving all irregularities, notice, leave of court, present or future exemption laws, and right of appeal.

Witness my/our hands and seal/s this 6th day of January 2024.

RECEIPT

Received of Purchaser on above date, as down money on account of the above purchase
price, the sum of _____

_____ Dollars (\$_____).

LEGAL DESCRIPTION

PARCEL NO 1 - all of Tax Account No. 540-19005-0-0000

ALL THAT CERTAIN lot of land known as Lot No. 3, as shown on the Final Subdivision Plan for Lloyd H. Kreider – Section II, prepared by Diehm & Sons, Inc. (Project No. E-169-II), recorded in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania, in Subdivision Plan Book J-51 Page 52. Said lot situated on the west side of Colebrook Road (T-374), located in the Township of Rapho, County of Lancaster, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a PK nail at the northeastern corner of herein described lot, said nail being located in Colebrook Road (T-374), thence continuing in and along said road South twenty-one degrees zero minutes zero seconds East (S21°00'00"E) one hundred and no hundredths (100.00) feet to a PK nail, thence leaving said road and along the lands of n/f Michael N. Reppert and crossing over an iron pin seventeen and nine hundredths (17.09) feet from said nail South seventy-five degrees fifteen minutes zero seconds West (S75°15'00"W) two hundred and no hundredths (200.00) feet to an iron pin, thence along the lands of n/f Kevin L. Kreider North twenty-one degrees zero minutes zero seconds West (N21°00'00"W) one hundred and no hundredths (100.00) feet to an iron pin, thence along other lands of Lloyd H. & Mary A. Kreider North seventy-five degrees fifteen minutes zero seconds East (N75°15'00"E) two hundred and no hundredths (200.00) feet to the **POINT OF BEGINNING**, having crossed an iron pin eighteen and no hundredths (18.00) feet from said nail.

CONTAINING 19,882 Sq. Ft.

PARCEL NO 2 - all of Tax Account No. 540-14587-0-0000

ALL THAT CERTAIN lot of land known as Lot No. 4, as shown on the Final Subdivision Plan for Lloyd H. Kreider – Section III, prepared by Diehm & Sons, Inc. (Project No. E-169-III), recorded in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania, as Subdivision Plan Book J-65 Page 5. Said lot situated on the west side of Colebrook Road (T-374), located in the Township of Rapho, County of Lancaster, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point at the northeastern corner of herein described lot, said nail being located in Colebrook Road (T-374), thence continuing in and along said road South twenty-three degrees twenty-two minutes zero seconds East (S23°22'00"E) one hundred and no hundredths (100.00) feet to a PK nail, thence leaving said road and along the other lands of Lloyd H. & Mary A. Kreider South seventy-five degrees fifteen minutes zero seconds West (S75°15'00"W) two hundred and no hundredths (200.00) feet to an iron pin, thence along the lands of n/f Kevin L. Kreider North twenty-three degrees twenty-two minutes zero seconds West (N23°22'00"W) one hundred and no hundredths (100.00) feet to a point, thence along lands of Herman T. & Katherine G. Gebhard North seventy-five degrees fifteen minutes zero seconds East (N75°15'00"E) two hundred and no hundredths (200.00) feet to the **POINT OF BEGINNING**.

CONTAINING 19,774 Sq. Ft.

BOTH PARCELS UNDER AND SUBJECT to all notes, easements, conditions, rights-of-way and restrictions as shown on the above referenced plan and as may exist of record.

BEING THE REMAINING PREMISES which Henry H. Hoffer, widow, by deed dated January 4, 1971, and recorded January 4, 1971, in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania in Record Book P, Volume 60, Page 764, granted and conveyed unto Lloyd H. Kreider and Mary A. Kreider, husband and wife, their heirs and assigns.

AND THE SAID Lloyd H. Kreider died March 13, 1993, whereupon title and fee vested into the said Mary A. Kreider by right of survivorship.