

PUBLIC SALE

October 17, 2024

6:00 P.M.

at

365 Summit Dr., Columbia, PA 17512

John M. Hess Auction Service

will offer at Public Auction:

365 Summit Dr., Columbia, PA 17512

TERMS AND CONDITIONS OF SALE

The terms and conditions of sale of the property to be offered at public sale on Thursday, October 17, 2024, beginning at 6 P.M. on the premises, 365 Summit Dr., Columbia, Lancaster County, Pennsylvania (the "Property") are as follows:

1. This auction sale is with reserve. The Auctioneer or the Seller may withdraw the Property at any time until the Auctioneer announces completion of the sale of the Property.
2. The Auctioneer or the Seller may, without giving any reason therefor, refuse or reject any or all bids.
3. A sale is complete when the Auctioneer so announces by the fall of the hammer or in other customary manner. Where a bid is made while the hammer is falling in acceptance of a prior bid, the Auctioneer may in his discretion reopen the bidding or declare the Property sold under the bid on which the hammer was falling.
4. If disputes arise as to any bidding or between two or more bidders, the Property so disputed shall immediately be put up again and be resold.
5. The Property may be offered at a minimum bid below which the Property may not be sold by the Auctioneer.
6. Buyer shall, if requested, give to the Auctioneer or his representative(s) their names, addresses, and such other information as requested.

7. Inasmuch as the Property has been available for inspection, the Property is sold "as is", without warranty, guarantee or representation as to condition, or fitness, and without express or implied use for the purpose for which it is intended. No sale shall be invalidated nor any refund, compensation or damages paid by reason of any matter relating to condition, or fitness to be used for the purpose for which it is intended, nor by reason of any fault in the Property, nor by reason of the Property being inaccurately or incorrectly described, nor by reason of any imperfection or damage.

8. All bids and sale are made subject to the terms and conditions set forth in these Terms and Conditions of Sale. A Buyer, by making a bid, agrees to abide and be bound by these Terms and Conditions.

9. Persons inspecting the Property assume all risks of damage of or loss to person or property, and specifically relieve the Seller and Auctioneer from liability therefor. Neither the Auctioneer nor the Seller shall be liable to any person by or because of any defect in or the condition of the premises upon which the sale shall be held.

10. The Seller and the Auctioneer reserve the right to adjourn or continue the sale from time to time by announcement at the time and place appointed for the original sale or any adjourned sale or during the progress of any such sale, and without further notice may proceed with the sale on the day to which the same may be so adjourned or continued.

11. Settlement shall be held on or about December 2, 2024, or on an earlier date, as agreed to by both Seller and Buyer.

12. Buyer agrees to pay all expenses of and relating to Settlement.

13. The apparently successful bidder shall, when the Property is struck off to him, pay ten (10%) percent by cashier's check or certified check made payable to Seller, or by personal checks, if Buyer is known to Seller. The balance of the purchase price shall be paid at Settlement in immediately available funds acceptable to the Seller.

14. Time is of the essence of this transaction, and upon failure of the Buyer to make settlement as above set forth, the sale shall, at Seller's option, become breached, violated and terminated, and the amount previously paid by the Buyer shall be retained by the Seller as liquidated damages, and the Seller may proceed to make a resale of the Property either at private or public sale. Formal tender of deed is waived.

15. The following items are considered part of the property and will pass with title to the property:

All existing plumbing, heating, air-conditioning and lighting fixtures (including chandeliers) and systems appurtenant thereto and forming a part thereof, and other permanent fixtures, as well as all ranges, laundry tubs, T.V. antennas, masts and rotor systems, together with wall to wall carpeting, screens, storm sash and/or doors, shades, awnings, venetian blinds,

couplings for automatic washers and dryers, etc. radiator covers, cornices, kitchen cabinets, drapery rods, drapery rod hardware, curtain rods, curtain rod hardware, all trees, shrubbery, plantings now in or on the Property.

16. Realty transfer taxes or sales tax shall be paid by Buyer.

17. County and local real estate taxes, municipal claims for water, sewer, trash and other claims and charges for the calendar year in which the Settlement is held, and school taxes for the 12 months beginning July 1, 2024, shall be apportioned to date of Settlement.

18. In the event that any of the buildings on the Property to be sold is or are destroyed or damaged by fire or other casualty or in any other manner prior to Settlement, all insurance proceeds will be the sole property of the Seller, but the amount of the purchase price to be paid by Buyer shall be reduced, not below zero, by the amount of the insurance proceeds actually received by Seller by reason of the destruction of or damage to the building(s); there shall be no duty on the Seller to restore, repair or rebuild the building(s). Seller, until Settlement, will carry, at its expense, fire insurance with extended coverage on the residence in such amount as Seller deems to be prudent. Subsequent to the Settlement, all risk of loss or damage by reason of the destruction of or damage to the buildings shall be solely on the Buyer; the Seller shall not be liable or responsible for any loss or damage by reason of the destruction of or damage to the buildings occurring subsequent to the Settlement.

19. Title is to be a good and marketable title, free and clear from all liens, but subject to building restrictions, zoning regulations, easements, rights of way, reservations and restrictions of record or visible on the premises

20. All notices required or provided for herein shall be in writing and sent by first-class mail. Subject to change by such notice from the party to be charged with such notice, notices shall be addressed as follows:

To Seller: FHG 92, LLC
 c/o 516 Habecker Church Rd.
 Lancaster, PA 17603

With a copy to: John F. Markel, Esquire
 327 Locust Street
 Columbia, PA 17512

21. These Terms and Conditions of Sale constitute the entire understanding arrived at and between the parties hereto and there are no other understandings, representations or warranties, oral or written, relating to the subject matter thereof.

22. These Terms and Conditions of Sale shall be binding on and shall inure to the benefit of the Seller and the Buyer, the Buyer's heirs, successors and assigns.

23. It is understood that Buyer has inspected the Property and has agreed to purchase it as a result of such inspection and not because of or in reliance upon any representations by the Seller, Auctioneer or any agent thereof.

25. **Offsite Bidding:** Seller shall accept bids from prospective bidders via the telephone and online on the following terms and conditions to-wit:

(a) Online bidders must register on HiBid.com in advance of the auction.

(b) Successful bidder (telephone or online) must contact Nikolaus & Hohenadel, LLP within 24 hours after conclusion of the auction to arrange a time to drop off deposit check and fully executed Conditions of Sale and Seller's Disclosure at 327 Locust St., Columbia, PA 17512 or determined location.

(c) Failure to contact Nikolaus & Hohenadel, LLP within 24 hours OR appear at the duly arranged time to submit deposit check and fully-executed documents may, at the election of the seller, render this contract null and void and seller shall be authorized to enter into a contract with any third party.

(d) Prospective bidder accepts all terms herein.

FHG 92, LLC

By: _____
Wesley Funk, Managing Member

AGREEMENT

_____, 2024

I hereby acknowledge that I have become the purchaser of property located at 365 Summit Dr., Columbia, PA 17512 at the price of \$ _____, and I agree that this sale is subject to the above Terms and Conditions, with which I will comply and hereby agree to be bound by. I acknowledge receipt of the Radon Disclosure Addendum and Lead Based Paint and/or Lead Based Paint Hazards Disclosure Addendum attached to the Terms and Conditions.

WITNESS:

BUYER:

_____ (SEAL)

_____ (SEAL)

Auctioneer

REAL ESTATE SELLER DISCLOSURE ACT

The Purchaser acknowledges that the Real Estate Seller Disclosure Act, Act No. 84 of 1996 I68 P.S. §1021, et seq.) (herein "Seller Disclosure Act"), requires the seller of certain real estate to provide certain disclosures regarding the real estate offered for sale, on a form required by the Seller Disclosure Act. The Purchaser further acknowledges that the Seller Disclosure Act provides for damages in the event such disclosures are not made.

Attached hereto is a Seller's Disclosure Statement. The Purchaser, by the execution of the Purchasers' Agreement attached to these Conditions of Sale, acknowledges that he has a full and complete opportunity to review the Seller Disclosure Statement attached hereto, and acknowledges receipt thereof. The Purchaser hereby waives any further compliance with Seller Disclosure Act by the Seller. The Purchaser hereby releases, remises and quitclaims unto Seller any and all claims, actions or causes of action under the Seller Disclosure Act. Seller has not conducted or had conducted any inspection or examination of the Premises, or any fixtures or equipment included with the Premises, prior to the date of this sale. The Disclosure Statement shall not constitute a guaranty or warranty of the condition of the Premises, or any fixtures or equipment included with the Premises. The Disclosure Statement shall not amend or supersede the provisions of Paragraph 10 of these Conditions of Sale.

The Purchaser further acknowledges that neither the attorney for the Seller, nor the auctioneer, has made any specific representations regarding the condition of the Premises, and that the Purchaser has not relied upon any representations or statements of the attorney for the Seller or auctioneer. The Purchaser releases the attorney for the Seller and the auctioneer from any claims, actions or causes of action arising from or due to any defect in the Premises existing on the date of this sale.

**RADON DISCLOSURE
ADDENDUM TO TERMS
AND CONDITIONS OF SALE**

Radon is a radioactive gas produced naturally in the ground by the normal decay of uranium and radium. Studies, although not yet conclusive, indicate that extended exposure to high levels of radon gas or radon daughters, also known as radon progeny, descendants of radon gas, results in an increased risk of lung cancer. Radon gas or radon daughters can diffuse through the earth into homes and can accumulate in open spaces, such as basements and crawl spaces, and subsequently permeate a home. If the annual average exposure to radon daughters exceeds 0.02 working levels (4 picocuries per liter) the Environmental Protection Agency (EPA) presently advises corrective action, although there can be no assurance that lesser levels are not harmful. Increased ventilation and/or preventing the entry of radon will cure a radon problem in most instances.

Seller has no knowledge concerning the existence or nonexistence of radon in or about the Premises. Buyer agrees to take the property in an "as is" condition with regard to Radon; and further Buyer hereby releases, quit claims and forever discharges Seller, Seller's Agents, Subagents, Attorneys, or any one of them, and any other Person, Firm or Corporation, who may be liable through them, from any and all claims, losses or demands, including personal injuries, and all consequences thereof, where now known or not, which may arise from the presence of Radon in any building on any property.

WITNESS:

BUYER:

WITNESS:

SELLER:

FHG 92, LLC

By: _____
Wesley Funk, Managing Member

**LEAD BASED PAINT AND/OR LEAD BASED PAINT HAZARDS
DISCLOSURE ADDENDUM TO TERMS AND CONDITIONS OF SALE**

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

Seller has no knowledge concerning the existence or nonexistence of lead-based paint and/or lead-based paint hazards in or about the Premises. Buyer agrees to take the property in an "as is" condition with regard to lead-based paint and/or lead-based paint hazards; and further Buyer hereby releases, quit claims and forever discharges Seller, Seller's Agents, Subagents, Attorneys, or any one of them, and any other Person, Firm or Corporation, who may be liable through them, from any and all claims, losses or demands, including personal injuries, and all consequences thereof, where now known or not, which may arise from the presence of lead-based paint and/or lead-based paint hazards in any building on any property.

WITNESS:

BUYER:

WITNESS:

SELLER:

FHG 92, LLC

By: _____
Wesley Funk, Managing Member