

CONDITIONS OF SALE

The terms and conditions of the present public sale, held Thursday, October 22, 2020, (herein "Public Sale Date"), are as follows:

1. **SELLER**: This sale is held on behalf of the David E. Reiff Estate. The Executors of the Estate are Earl B. Reiff, David Eugene Reiff and Elvin B. Reiff, c/o D. Scott Eaby, Esquire, Russell, Krafft & Gruber, LLP, 108 West Main Street, Ephrata, PA 17522.

2. **PREMISES**: The property to be sold (herein "Premises") is commonly known as 85 Hahnstown Road, Ephrata, (Ephrata Township, Lancaster County) and is more particularly described in the legal description marked Exhibit "A" attached hereto, made a part hereof, and incorporated herein by reference. The Parcel/Account number is 270-18055-0-0000.

3. **PURCHASE AND DOWN PAYMENT**: The auctioneer shall take bids upon the Premises, and, in the event that the Premises is placed in the hands of the auctioneer for sale, the highest bidder on the Premises shall be the Purchaser of the Premises upon the Premises being struck off to him at the highest bid (herein "Purchase Price"). The highest bidder (herein "Purchaser" or "Buyer") shall immediately thereafter execute and deliver to Seller, the Purchaser's Agreement attached to these Conditions of Sale, and shall pay a flat Thirty Thousand (\$30,000.00) towards the Purchase Price as security for the performance of the terms and conditions of these Conditions of Sale and Purchaser's Agreement. The down payment shall be held in a non-interest bearing escrow account held by Beiler-Campbell Auction Services.

4. **REBIDDING**: If any dispute arises among bidders, the Premises shall immediately be put up for renewal of bidding by the auctioneer.

5. **TITLE**: The balance of the purchase money shall be paid at settlement, as hereinafter set forth, upon which payment the Seller shall convey to the Purchaser, by fiduciary warranty deed prepared at the Purchaser's expense, good and marketable fee simple title to the Premises insurable without exception at regular rates by a title insurance company of Seller's choice licensed to do business in the Commonwealth of Pennsylvania, free and clear of liens and encumbrances except as noted in these conditions, but subject to existing wall rights, easements, utility reserve strips, building or use restrictions, zoning or land subdivision regulations, encroachments of cornices, trim and spouting over property boundaries, or encroachments which would be apparent upon reasonable physical inspection of the Premises, which appear of record, or which are within the legal width of public highways.

6. **SETTLEMENT**: Settlement shall be held at the office of Russell, Krafft & Gruber, LLP, 108 West Main Street, Ephrata, Pennsylvania 17522, or at such other place in Lancaster County as Purchaser may elect, on or before **December 7, 2020**, (herein "Settlement Date") which time shall be of the essence of this Agreement. Possession of

the Premises shall be given to Purchaser at settlement. Formal tender of deed and purchase money are waived.

7. **COSTS**: The costs related to this public sale, and the settlement on the Premises, shall be paid as follows:

- (a) Purchaser shall provide and pay:
 - (i) All required state and local realty transfer taxes.
 - (ii) Any survey, if desired or required by Purchaser, other than a survey required to provide Seller with an adequate legal description as may be required to meet the requirements of paragraph 5.
 - (iii) Any and all disbursement fees, escrow fees, service fees, or similar fees or costs, purported to be charged against Seller by any title company or attorney holding settlement for the Premises, unless expressly contracted for in writing by the Seller.
 - (iv) The cost of any title search at regular rates, title insurance, certification of title, examination of title, and title company or settlement services.
 - (v) Preparation of other documents, including, but not limited to, deed, mortgage, and bill of sale for personal property, if any, and all fees incurred at settlement, including attorney fees, tax certification fees, disbursement fees, recording fees, or settlement fees, whether purported to be billed against Purchaser or Seller, unless expressly contracted for in writing by Seller.
- (b) Seller shall provide or pay for:
 - (i) Acknowledgements to deed.
 - (ii) Water and sewer rent, if any, through the earlier of the Settlement Date, or the date of prior delivery of possession to Purchaser.
 - (iii) A legally adequate description and the cost of preparing, obtaining, and/or recording releases or other documents or surveys reasonably required in order to make Seller's title to the Premises insurable as provided in paragraph 5.
- (c) Real estate taxes upon the Premises shall be apportioned on a fiscal year basis to the earlier of the Settlement Date, or the date of prior delivery of possession to Purchaser.

8. **REJECTION OF BIDS**: Seller reserves the right to reject any and all bids. Seller reserves the right to withdraw the Premises from sale, and/or to adjourn the sale to a future date or dates.

9. **EMINENT DOMAIN**: The Seller represents that there are no pending and unsettled eminent domain proceedings and no appropriations by the filing of the State Highway plans in the Recorder's Office. Any proceeding for condemnation or by eminent domain instituted against the Premises after the date hereof shall in no way affect Purchaser's obligation to purchase the Premises; provided that Purchaser shall receive credit for any proceeds, consideration, damages, or sums paid by any condemning authority as a result of such action if the same is paid prior to settlement. Seller shall be

under no obligation to defend against or appear in any such action, provided that Seller provides Purchaser with notice of the institution of such action no later than 15 days after Seller's receipt of notice thereof, and, in such event, Seller shall cooperate in Purchaser's defense of or appearance in such action, at Purchaser's expense.

10. **CONDITION OF PREMISES AND FIXTURES:** At settlement, the Premises and all its appurtenances and fixtures shall be in substantially the same condition as at present, except for the following: ordinary reasonable wear and tear; damages of any kind for which full or partial recovery may be had under the Seller's or Purchaser's insurance; damages of any kind occurring after possession of the Premises has been given to the Purchaser; damages arising from any condition of the Premises existing on the Public Sale Date; and/or, damages of any kind arising from any taking of the Premises by eminent domain.

The Seller's Disclosure Statement, if any attached hereto notwithstanding, by execution of the Purchaser's Agreement, the Purchaser acknowledges that he has had a full and complete opportunity to inspect the Premises. *The Premises is being sold unto Purchaser "AS IS", with no representation, guarantee or warranty regarding the condition of the Premises or any improvement or structure erected on the Premises, including, but not limited to, its structural integrity, roof, appliances, electrical system, heating system, plumbing, water system, sewage disposal system, or any portion thereof.* The Lead-Based Paint Disclosure attached hereto notwithstanding, no representation is made or warranty given regarding the presence or absence of any hazardous or toxic substances, materials or wastes, or that the Premises is in compliance with any federal, state or local environmental laws or regulations.

In the event any repair or improvement to or any inspection or testing of the Premises is desired by the Purchaser or by any lender proposing to provide Purchaser with financing for the purchase of the Premises, the costs of any such repair, improvement, inspection, or testing shall be payable solely by the Purchaser. Seller reserves the right to refuse to permit any such repair, improvement, inspection, or testing or to impose such conditions upon any permitted repair, improvement, inspection, or testing as Seller deems appropriate, including, but not limited to, insurance coverage and indemnification and hold harmless agreements. The Purchaser's Agreement shall not be conditioned upon any such repair, improvement, inspection, or testing, or upon any specific results obtained from such inspection or testing.

11. **REAL ESTATE SELLER DISCLOSURE ACT:** The Purchaser acknowledges that the Real Estate Seller Disclosure Act, Act No. 84 of 1996 (68 P.S. section 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.

The Purchaser acknowledges that the Seller Disclosure Act does not apply to transfers by a fiduciary in the course of the administration of a decedent's estate, and therefore a Seller Disclosure Statement has not been provided to the Purchaser.

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 Seller, 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.

12. LEAD BASE PAINT DISCLOSURE & WAIVER OF RISK ASSESSMENT: This notice is provided pursuant to the requirements of regulations promulgated by the United States Environmental Protection Agency (herein "EPA"), 24 C.F.R. Part 35, and 40 C.F.R. Part 745. The Disclosure required by such regulations is attached hereto and made a part hereof. By the execution of the Purchasers' Agreement attached to these Conditions of Sale, the Purchaser acknowledges that he has reviewed the information as set forth in the Disclosure attached hereto, and certifies that, to the best of his knowledge, the information provided therein is true and accurate. The Purchaser also waives rights under the aforesaid statute to be provided with a pamphlet required by the cited regulations about the dangers of lead poisoning. *The attached Disclosure contains a waiver of risk assessment. As a result of the waiver of risk assessment as set forth in the attached Disclosure, the Purchaser acknowledges that the Premises is to be sold "AS IS", and shall not be subject to or contingent upon any such assessment or inspection for the presence of lead-based paint or lead-based paint hazards.*

13. RADON DISCLOSURE: Radon is a radioactive gas produced naturally in the ground by the normal decay of uranium and radium. Uranium and radium are widely distributed in trace amounts in the earth's crust. Descendants of Radon gas are called Radon daughters, or Radon progeny. Several Radon daughters emit alpha radiation, which has high energy but short range. Studies indicate the result of extended exposure to high levels of Radon gas/Radon daughters is an increased risk of lung cancer. Radon gas originates in soil of rocks. It diffuses, as does any gas, and flows along the path of least resistance to the surface of the ground, and then to the atmosphere. Being a gas, Radon can also move into any air space, such as basements, crawl spaces and permeate throughout the home. If a house has a Radon problem, it can usually be cured by increased ventilation and/or preventing Radon entry. The Environmental Protection Agency advises corrective action if the annual average exposure to Radon daughters exceeds 0.02 working levels. Further information can be secured from the Department of Environmental Protection, Bureau of Radiation Protection Office, P.O. Box 8469, Harrisburg, Pennsylvania 17105-8469; Call 1-800-23RADON or (717)-783-3594. Purchaser acknowledges that Purchaser has the right to have the buildings inspected to determine if Radon gas and/or daughters are present. Purchaser waives this right and agrees to accept the Premises AS IS, with no certification from Seller. Purchaser releases, quit-claims, and forever discharges Seller, their heirs and assigns, from any and all claims, losses, or demands, including personal injuries, and all of the consequences thereof, whether now known or not, which may arise from the presence of Radon in any building on the Premises. Seller has no knowledge concerning the presence or absence of Radon.

14. ZONING: The parties acknowledge that no representation whatsoever is made concerning zoning of the Premises, or the uses of the Premises that may be

permitted under local ordinances, and that Purchaser has satisfied himself that the zoning of the Premises is satisfactory for his contemplated use thereof. The Purchaser hereby waives any applicable requirement for Seller to provide a certification of zoning classification prior to settlement pursuant to Disclosure Act of July 27, 1955, P.L. 288, section 3, as amended and reenacted (21 P.S. section 613).

15. **INCLUSIONS WITH PREMISES:** Included in this sale are all buildings, improvements, rights, privileges, and appurtenances to the Premises, including if any, but not limited to:

- (a) Any water softening system
- (b) Any central air conditioning fixtures and systems
- (c) Radio and television aerials, masts, and mast and rotor equipment
- (d) Any gas, electric, heating, plumbing, lighting, or water fixtures and systems
- (e) Storm doors and windows, screen doors and fitted window screens
- (f) Any roller or Venetian blinds, curtain and drapery rods and hardware
- (g) Any laundry tubs, radiator covers, cabinets, awnings, or any other articles permanently affixed to the Premises, except as herein set forth
- (h) Any built-in cook stoves or ovens (propane stove is not in working order)
- (i) The following appliances are included in the sale: none.

16. **EXCLUSIONS FROM PREMISES:** The following items are expressly excluded from the sale and will be removed from the Premises by Seller prior to settlement, the Premises to be restored to reasonable condition by Seller prior to settlement: not applicable.

17. **FIRE INSURANCE:** Seller will continue in force the present insurance coverage upon the Premises until delivery of deed or possession to the Purchaser, whichever event shall first occur, and, in case of loss, will credit on account of the purchase price at settlement any insurance collected or collectible either by Seller, or any mortgagee, or other loss payee thereof. The Purchaser should inquire after the Premises is struck off concerning the amount of such insurance.

18. **PURCHASERS' DEFAULT:** In case of noncompliance by the Purchaser with any term of these Conditions, the Seller shall have the option, in addition to all other remedies provided by law, to exercise any one or more of the following remedies:

- (a) To retain the Purchaser's down money as liquidated damages, regardless of whether or not, or on what terms, the Premises is retained or resold; and/or
- (b) To resell the Premises at public or private sale, with or without notice to the present Purchaser, and to retain any advance in price, or hold the present Purchaser liable for any loss resulting from such resale, meanwhile holding the down money paid hereunder as security for payment of such loss.

19. **SUMMARY OF CONDITIONS:** The Purchaser acknowledged that these Conditions of Sale were available for inspection by the Purchaser prior to the commencement of bidding and sale of the Premises, that the Purchaser had an opportunity to review the full Conditions of Sale, and that the Purchaser understands the

contents thereof and all terms and conditions under which the Premises is being sold, agreeing to be bound by the full terms and conditions as set forth therein. The Purchaser acknowledges that only a summary of the Conditions of Sale was read prior to commencement of bidding on the Premises, and that the Purchaser is not relying upon the public reading of the Conditions of Sale as a complete statement of the terms and conditions for sale of the Premises.

20. **PARTIES BOUND**: These Conditions of Sale and the Purchaser's Agreement made hereunder shall be binding upon the parties hereto and their respective heirs, successors, personal representatives and assigns. All references to the highest bidder, Buyer or Purchaser contained herein shall be deemed to refer to all Purchasers, jointly and severally, whether referred to in the singular or plural, or masculine or female, form.

21. **INTENT**: This Agreement represents the whole Agreement between the parties, and any representations concerning the Premises, or otherwise, made prior to the execution of the Purchaser's Agreement, are hereby superseded by this Agreement. No modification of these Conditions of Sale shall be valid unless made in writing, executed with the same degree of formality as these Conditions of Sale and the Purchaser's Agreement attached hereto.

IN WITNESS WHEREOF, the Seller has executed these Conditions of Sale, intending to be legally bound hereby, on the day and year first above written.

David E. Reiff Estate

By: 
Earl B. Reiff, Executor
c/o D. Scott Eaby, Atty.
Russell, Krafft & Gruber, LLP
108 West Main Street
Ephrata, PA 17522
(717) 738-2888

EXHIBIT "A" – LEGAL DESCRIPTION

SEE COPY OF DEED ATTACHED HERETO AND MADE A PART HEREOF
AS FOLLOWS:

Instrument No. 6257552
Parcel No. 270-18055-0-0000

Prepared by and Return to:

Kling & Fanning, L.L.P.
131 West Main Street
New Holland PA 17557

717-354-7700

File No. 9088.03202

Parcel ID # p/o 270 18055 0 0000

NOT SEARCHED – NOT CERTIFIED

This Indenture, made the 29th day of March, 2016,

Between

DAVID E. REIFF AND LYDIA Z. REIFF

(hereinafter called the Grantors), of the one part, and

DAVID E. REIFF AND LYDIA Z. REIFF, husband and wife, being the same persons as the Grantors herein

(hereinafter called the Grantees), of the other part,

Witnesseth, that the said Grantors for and in consideration of the sum of One (\$1.00) Dollar lawful money of the United States of America, unto them well and truly paid by the said Grantees, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantees, as tenants by the entirety

ALL THAT CERTAIN tract of land situate on the south side of Hahnstown Road, S.R. 1051 (33' wide), in Ephrata Township, Lancaster County, Pennsylvania; shown as remaining lands of David E. & Lydia E. Reiff, on the Lot Add-On Plan for 81 Hahnstown Road, prepared by Hershey Surveying, Inc., Drawing Number: 141431-02, Dated January 22, 2015 and recorded in and for the Office of the Lancaster County Recorder of Deeds in Instrument No. 2015-0157-J, and being more fully bounded and described as follows:

BEGINNING AT A POINT in or near the centerline of Hahnstown Road, S.R. 1051, said point being the northwestern corner of the herein described parcel, said point also being in line of Parcel "A" as shown on the above referenced plan; thence extending in and along Hahnstown Road, S.R. 1051, N70°09'46"E, 233.00' to a point in line of lands, now or formerly, of Earl B. & Anna Mae Reiff; thence extending along lands, now or formerly, of Earl B. & Anna Mae Reiff, and along lands, now or formerly, of John R. & Ellen M. Martin, S04°00'55"E, 652.57' to a point in line of other lands, now or formerly, of Earl B. & Anna Mae Reiff; thence extending along other lands, now or formerly, of Earl B. & Anna Mae Reiff the following two courses and distances; 1) S82°44'05"W, 407.47' to a point, and 2) N04°00'04"W, 329.10' to a point in line of Parcel "A" as shown on the above referenced plan; thence extending along Parcel "A" as shown on the above referenced plan, the following two courses and distances; 1) N82°52'00"E, 182.96' to a point, and 2) N04°02'31"W, 273.10' to the POINT OF BEGINNING.

EXHIBIT "A"

CONTAINING: 4.606 Acres (Gross) 4.449 Acres (Net)

BEING PART OF THE SAME PREMISES WHICH Jacobs S. Stauffer, by deed dated April 1, 1976 and recorded April 1, 1976 in the Lancaster County Recorder of Deeds Office in Record book T 67, Page 531 granted and conveyed unto David E. Reiff and Lydia Z. Reiff.

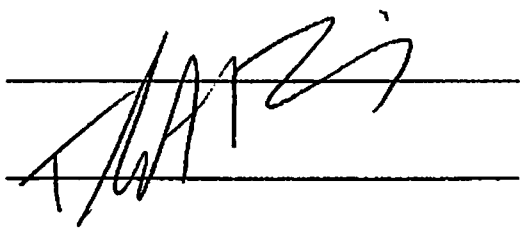
Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of them, the said grantors, as well at law as in equity, of, in and to the same.

To have and to hold the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns, forever.

And the said Grantors, for themselves and their heirs, executors and administrators, do, by these presents, covenant, grant and agree, to and with the said Grantees, their heirs and assigns, that they, the said Grantors, and their heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, against them, the said Grantors, and their heirs, will warrant and defend against the lawful claims of all persons claiming by, through or under the said Grantors but not otherwise.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals. Dated the day and year first above written.

Sealed and Delivered
IN THE PRESENCE OF US:



David E. Reiff (SEAL)
David E. Reiff

Lydia Z. Reiff (SEAL)
Lydia Z. Reiff

Commonwealth of Pennsylvania }
County of Lancaster } ss

On this, the 29th day of March, 2016, before me, the undersigned Notary Public, personally appeared David E. Reiff and Lydia Z. Reiff, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Sherry Lyn Weaver

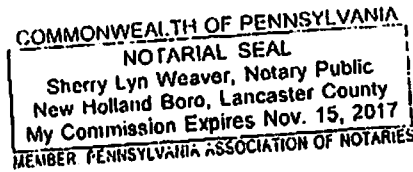
Notary Public
My commission expires _____

The precise residence and the complete post office address of the above-named Grantees is:

85 Hahnstown Road
Ephrata, PA 17522

DAVID E. REIFF

On behalf of the Grantees



PURCHASER'S AGREEMENT & RECEIPT

The undersigned, as Purchaser, intending to be legally bound hereby, acknowledges that Purchaser has examined the Conditions of Sale attached hereto available for inspection prior to sale of the Premises, and agrees to be bound by the full terms thereof, further acknowledging that only a summary of the Conditions was read prior to commencement of bidding for the Premises.

The Purchaser agrees to purchase the Premises described in the foregoing Conditions of Sale under the terms and conditions as therein set forth, for the sum of _____
_____ (\$ _____) Dollars.

In the event that Purchaser fails to make settlement as required in the foregoing Conditions of Sale, Purchaser hereby irrevocably authorizes any attorney of any court to appear for Purchaser, or any of them, and to confess judgment against Purchaser, jointly or severally, for all sums due hereunder, including any loss resulting from resale of the Premises by Seller, whether by private or public sale, with or without notice to Purchaser, upon filing of an Affidavit of Default under the terms hereof, together with interest at the rate of Ten (10%) Percent per annum, and together with a collection fee equal to Ten (10%) Percent of the amount then due, but in no event less than Five Hundred (\$500.00) Dollars, all costs of suit, release of heirs, and waiver of appeals, and without stay of execution. This warranty shall include a waiver of all appraisal, stay, and exemption laws of any state, now in force or hereafter enacted. This Power of Attorney shall not be affected by the disability of the principal or principals.

IN WITNESS WHEREOF, the Purchasers have executed this Agreement on _____, intending to be legally bound hereby.

Purchaser's
Signature(s): _____

Address: _____

Purchaser's
Printed Name(s): _____

Municipality: _____
Phone: (h) _____
(w) _____

The undersigned acknowledges receipt from Purchaser on behalf of Seller the sum of Thirty Thousand (\$30,000.00) towards the Purchase Price representing the down payment for the Purchase of the Premises.

By: _____
D. Scott Eaby, Attorney for Seller
Russell, Krafft & Gruber, LLP
108 West Main Street
Ephrata, PA 17522
717-738-2888