

BEILER-CAMPBELL

AUCTION SERVICES

www.beiler-campbell.com

229 West 4th Street Quarryville, PA 17566 • e| auction@beiler-campbell.com • fx | 717-786-7900 • ph | 1-888-209-6160

Broker Participation/Buyer Registration

Broker/Realtor Name: _____ Phone: _____

Real Estate Agency: _____

Address: _____

Email Address: _____ Fax: _____

Prospective Buyer's Name(s): _____

Address: _____

The above Broker/Realtor hereby wishes to register the above Client as a prospective Buyer for the following Auction being conducted by Beiler-Campbell Auction Services on _____ (auction date) for the property located at _____.

Beiler-Campbell Auction Services hereby agrees to pay to the registering Broker/Realtor on the following terms and conditions, a Commission of 1% of the winning Bid, due at closing, if the above Client is the successful High Bidder at the auction and closes on the terms of the Conditions of Sale and Purchaser's Agreement. Broker/Realtor understands that to qualify for this commission, this registration form must be received by Beiler-Campbell Auction Services No Later than 72 hours prior to the Auction, and the Broker/Realtor must attend the Auction with the Client.

TERMS OF THE AUCTION: Real Estate is being sold on an AS-IS basis in accordance to the Terms and Conditions of Sales Agreement provided by the sellers on the day of the auction. Announcements made on the date and time of the Auction take precedence over all printed materials.

Buyer(s) must have been introduced to the Real Estate Auction solely by the Broker/Realtor.

There will be no exceptions to these terms and conditions and no oral registrations will be accepted.

The signatures below indicate acceptance of the above terms and conditions. Form must be completed in full or it will not be accepted. Beiler-Campbell Auction Services must receive registrations no later than 72 hours prior to the auction.

Prospective Purchaser _____ Date _____

Print Name _____

Broker/Realtor _____ Date _____

Print Name _____

Mail to Beiler-Campbell Auction Services @ 229 W. Fourth St., Quarryville PA. 17566
Or you may also fax to 717-786-7900 or email to Auction@beiler-campbell.com

SELLER'S PROPERTY DISCLOSURE STATEMENT

SPD

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR).

1 **PROPERTY** 794 Church Rd
2 **SELLER** Thomas E Hument

3 The Real Estate Seller Disclosure Law (68 P.S. §7301 et seq.) requires that a seller of a property must disclose to a buyer all known
4 material defects about the property being sold that are not readily observable. While the Law requires certain disclosures, this state-
5 ment includes disclosures beyond the basic requirements of the Law in an effort to assist sellers in complying with seller disclosure
6 requirements and to assist buyers in evaluating the property being considered. Sellers who wish to see or use the basic disclosure form
7 can find the form on the Web site of the Pennsylvania State Real Estate Commission.

8 This Statement discloses Seller's knowledge of the condition of the property as of the date signed by Seller and is **not a substi-**
9 **tute for any inspections or warranties** that Buyer may wish to obtain. This Statement is not a warranty of any kind by Seller or a
10 warranty or representation by any listing real estate broker, any selling real estate broker, or their licensees. Buyer is encouraged to
11 address concerns about the conditions of the property that may not be included in this Statement. This Statement does not relieve
12 Seller of the obligation to disclose a material defect that may not be addressed on this form. **Any non-exempt seller is obligated to**
13 **complete the disclosure form even if the seller does not occupy or has never occupied the property.** For a list of exempt sellers,
14 see Information Regarding the Real Estate Seller's Property Disclosure Law found on the last page of this document.

15 A Material Defect is a problem with a residential real property or any portion of it that would have a significant adverse impact on
16 the value of the property or that involves an unreasonable risk to people on the property. The fact that a structural element, system or
17 subsystem is at or beyond the end of the normal useful life of such a structural element, system or subsystem is not by itself a mate-
18 rial defect.

19 Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply
20 to the property. Check unknown when the question does apply to the property but you are not sure of the answer.

	Yes	No	Unk	N/A
A		X		
B		X		
C		X		

1. SELLER'S EXPERTISE

- (A) Does Seller possess expertise in contracting, engineering, architecture, environmental assessment or other areas related to the construction and conditions of the property and its improvements?
(B) Is Seller the landlord for the property?
(C) Is Seller a real estate licensee?

Explain any "yes" answers in Section 1: _____

	Yes	No	Unk	N/A
1				
2	X			
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				

2. OWNERSHIP/OCCUPANCY

- (A) **Occupancy**
1. When was the property most recently occupied? March or April 2015 ?
2. Was the Seller the most recent occupant? If "no," when did the Seller most recently occupy the property?
3. How many persons most recently occupied the property? 2
(B) **Role of Individual Completing This Disclosure.** Is the individual completing this form:
1. The owner
2. The executor
3. The administrator
4. The trustee
5. An individual holding power of attorney
(C) When was the property purchased? Dad Bought 1984
(D) Are you aware of any pets having lived in the house or other structures during your ownership?

Explain section 2 (if needed): 2 Small Dogs Chewed

	Yes	No	Unk	N/A
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				

3. CONDOMINIUMS/PLANNED COMMUNITIES/OTHER HOMEOWNERS ASSOCIATIONS

- (A) **Type.** Is the Property part of a(n):
1. Condominium
2. Homeowners association or planned community
3. Cooperative
4. Other type of association or community _____
(B) If "yes," how much are the fees? \$ _____, paid (☐ Monthly) (☐ Quarterly) (☐ Yearly)
(C) If "yes," are there any community services or systems that the association or community is responsible for supporting or maintaining? Explain: _____

52 Seller's Initials T-H. / Date 9/24/16 SPD Page 1 of 9

Buyer's Initials _____ / Date _____



Pennsylvania Association of REALTORS®

Quarryville, 229 W Fourth Street Quarryville, PA 17566
Phone: 717-786-8000 Fax: 717-7867900

Chris Taylor

COPYRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS® 2015
9/15

Yes	No	Unk	N/A
			☒

(D) How much is the capital contribution/initiation fee? \$ _____
Notice to Buyer: A buyer of a resale unit in a condominium, cooperative, or planned community must receive a copy of the declaration (other than the plats and plans), the by-laws, the rules or regulations, and a certificate of resale issued by the association in the condominium, cooperative, or planned community. Buyers may be responsible for capital contributions, initiation fees or similar one-time fees in addition to regular monthly maintenance fees. The buyer will have the option of canceling the agreement with the return of all deposit monies until the certificate has been provided to the buyer and for five days thereafter or until conveyance, whichever occurs first.

4. ROOF AND ATTIC

(A) Installation

- When was the roof installed? _____
- Do you have documentation (invoice, work order, warranty, etc.)? _____

(B) Repair

- Has the roof or any portion of it been replaced or repaired during your ownership?
- If it has been replaced or repaired, was the existing roofing material removed?

(C) Issues

- Has the roof ever leaked during your ownership?
- Are you aware of any current/past problems with the roof, gutters, flashing or downspouts?

Explain any "yes" answers in section 4, including the location and extent of any problem(s) and any repair or remediation efforts: Corner need fix sloping

5. BASEMENTS AND CRAWL SPACES

(A) Sump Pump

- Does the property have a sump pit? If yes, how many? _____
- Does the property have a sump pump? If yes, how many? _____
- If it has a sump pump, has it ever run?
- If it has a sump pump, is the sump pump in working order?

(B) Water Infiltration

- Are you aware of any water leakage, accumulation, or dampness within the basement or crawl space?
- Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space?
- Are the downspouts or gutters connected to a public system? _____

Explain any "yes" answers in this section, including the location and extent of any problem(s) and any repair or remediation efforts: _____

6. TERMITES/WOOD-DESTROYING INSECTS, DRYROT, PESTS

(A) Status

- Are you aware of any termites/wood-destroying insects, dryrot, or pests affecting the property?
- Are you aware of any damage caused by termites/wood-destroying insects, dryrot, or pests?

(B) Treatment

- Is your property currently under contract by a licensed pest control company?
- Are you aware of any termite/pest control reports or treatments for the property?

Explain any "yes" answers in section 6, including the name of any service/treatment provider, if applicable: Termex 10 year ago

7. STRUCTURAL ITEMS

(A) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, or other structural components?

(B) Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls on the property?

(C) Are you aware of any past or present water infiltration in the house or other structures, other than the roof, basement or crawl spaces? Heavy Rain in Basement

(D) Stucco and Exterior Synthetic Finishing Systems

- Is your property constructed with stucco?
- Is your property constructed with an Exterior Insulating Finishing System (EIFS), such as Dryvit or synthetic stucco, synthetic brick or synthetic stone?
- If "yes," when was it installed? _____

(E) Are you aware of any fire, storm, water or ice damage to the property?

(F) Are you aware of any defects (including stains) in flooring or floor coverings?

Explain any "yes" answers in section 7, including the location and extent of any problem(s) and any repair or remediation efforts: Heavy Rain get little water in Basement Stone Foundation since Road was Ripped / need new carpet

	Yes	No	Unk	N/A
116				
117		X		
118				
119		X		
120				

8. ADDITIONS/ALTERATIONS

(A) Have any additions, structural changes, or other alterations been made to the property during your ownership? Itemize and date all additions/alterations below.

(B) Are you aware of any private or public architectural review control of the property other than zoning codes?

Note to Buyer: The PA Construction Code Act, 35 P.S. §7210 et seq. (effective 2004), and local codes establish standards for building and altering properties. Buyers should check with the municipality to determine if permits and/or approvals were necessary for disclosed work and if so, whether they were obtained. Where required permits were not obtained, the municipality might require the current owner to upgrade or remove changed made by the prior owners. Buyers can have the property inspected by an expert in codes compliance to determine if issues exist. Expanded title insurance policies may be available for Buyers to cover the risk of work done to the property by previous owners without a permit or approval.

Note to Buyer: According to the PA Stormwater Management Act, each municipality must enact a Storm Water Management Plan for drainage control and flood reduction. The municipality where the property is located may impose restrictions on impervious or semi-pervious surfaces added to the property. Buyers should contact the local office charged with overseeing the Stormwater Management Plan to determine if the prior addition of impervious or semi-pervious areas, such as walkways, decks, and swimming pools, might affect your ability to make future changes.

Addition, structural change, or alteration	Approximate date of work	Were permits obtained? (Yes/No/Unknown)	Final inspections/ approvals obtained? (Yes/No/Unknown)

☐ A sheet describing other additions and alterations is attached.

	Yes	No	Unk	N/A
142				
143				
144		X		
145	X			
146		X		
147		X		
148		X		
149		X		
150		X		
151		X		
152				
153		X		
154		X		
155				
156		X		
157				
158			X	
159		X		
160	X			
161				
162	X			
163		X		
164		X		
165		X		
166				
167			X	
168		X		

9. WATER SUPPLY

(A) **Source.** Is the source of your drinking water (check all that apply):

- Public
- A well on the property
- Community water
- A holding tank
- A cistern
- A spring
- Other _____
- No water service (explain): _____

(B) **Bypass Valve** (for properties with multiple sources of water)

- Does your water source have a bypass valve?
- If "yes," is the bypass valve working?

(C) **Well**

- Has your well ever run dry?
- Depth of Well 80 feet
- Gallons per minute 2, measured on (date) _____
- Is there a well used for something other than the primary source of drinking water?
- If there is an unused well, is it capped?

(D) **Pumping and Treatment**

- If your drinking water source is not public, is the pumping system in working order? If "no," explain: _____
- Do you have a softener, filter, or other treatment system?
- Is the softener, filter, or other treatment system leased? From whom? _____

(E) **General**

- When was your water last tested? _____ Test results: _____
- Is the water system shared? With whom? _____

169 Seller's Initials TH / _____ Date 9/24/16 SPD Page 3 of 9 Buyer's Initials _____ / _____ Date _____

	Yes	No	Unk	N/A
170				
171				
172 1		X		
173 2	X			

(F) Issues

- Are you aware of any leaks or other problems, past or present, relating to the water supply, pumping system, and related items?
- Have you ever had a problem with your water supply?

Explain any "yes" answers in section 9, including the location and extent of any problem(s) and any repair or remediation efforts: New Well Pump 3, 2014 &

	Yes	No	Unk	N/A
177				
178				
179				

10. SEWAGE SYSTEM

(A) General

- Is your property served by a sewage system (public, private or community)?
- If no, is it due to availability or permit limitations?
- When was the sewage system installed (or date of connection, if public)?

(B) Type Is your property served by:

- Public (if "yes," continue to D through G below)
- Community (non-public)
- An individual on-lot sewage disposal system
- Other, explain:

(C) Individual On-lot Sewage Disposal System. Is your sewage system (check all that apply):

- Within 100 feet of a well
- Subject to a ten-acre permit exemption
- A holding tank
- A drainfield
- Supported by a backup or alternate drainfield, sandmound, etc.
- A cesspool
- Shared
- Other, explain:

(D) Tanks and Service

- Are there any metal/steel septic tanks on the Property?
- Are there any cement/concrete septic tanks on the Property?
- Are there any fiberglass septic tanks on the Property?
- Are there any other types of septic tanks on the Property?
- Where are the septic tanks located?
- How often is the on-lot sewage disposal system serviced?
- When was the on-lot sewage disposal system last serviced?

(E) Abandoned Individual On-lot Sewage Disposal Systems and Septic

- Are you aware of any abandoned septic systems or cesspools on your property?
- Have these systems or cesspools been closed in accordance with the municipality's ordinance?

(F) Sewage Pumps

- Are there any sewage pumps located on the property?
- What type(s) of pump(s)?
- Are pump(s) in working order?
- Who is responsible for maintenance of sewage pumps?

(G) Issues

- Is any waste water piping not connected to the septic/sewer system?
- Are you aware of any past or present leaks, backups, or other problems relating to the sewage system and related items?

Explain any "yes" answers in section 10, including the location and extent of any problem(s) and any repair or remediation efforts:

	Yes	No	Unk	N/A
220				
221				
222 1	X			
223 2				
224 3				
225 4	X			
226 5				
227 6				
228 7				
229				
230 B	X			
231				
232				

11. PLUMBING SYSTEM

(A) Material(s). Are the plumbing materials (check all that apply):

- Copper
- Galvanized
- Lead
- PVC
- Polybutylene pipe (PB)
- Cross-linked polyethylene (PEX)
- Other

(B) Are you aware of any problems with any of your plumbing fixtures (e.g., including but not limited to: kitchen, laundry, or bathroom fixtures; wet bars; exterior faucets; etc.)?

If "yes," explain:

233 Seller's Initials FA / Date 9/24/16 SPD Page 4 of 9 Buyer's Initials / Date

12. DOMESTIC WATER HEATING

(A) Type(s). Is your water heating (check all that apply):

1. Electric
2. Natural gas
3. Fuel oil
4. Propane
5. Solar
6. Geothermal
7. Other: _____

8. Is your water heating a summer-winter hook-up (integral system, hot water from the boiler, etc.)? new Dec 2013

(B) How many water heaters are there? 1

When were they installed? 2013 new

(C) Are you aware of any problems with any water heater or related equipment?

If "yes," explain: _____

13. HEATING SYSTEM

(A) Fuel Type(s). Is your heating source (check all that apply):

1. Electric
2. Natural gas
3. Fuel oil
4. Propane
5. Geothermal
6. Coal
7. Wood
8. Other: _____

Jan 2013
new

(B) System Type(s) (check all that apply):

1. Forced hot air
2. Hot water
3. Heat pump
4. Electric baseboard
5. Steam
6. Radiant
7. Wood stove(s) How many? _____
8. Coal stove(s) How many? _____
9. Other: _____

(C) Status

1. When was your heating system(s) installed? 1/2013
2. When was the heating system(s) last serviced? 2/2013
3. How many heating zones are in the property? _____
4. Is there an additional and/or backup heating system? Explain: _____

(D) Fireplaces

1. Are there any fireplace(s)? How many? _____
2. Are all fireplace(s) working? _____
3. Fireplace types(s) (wood, gas, electric, etc.): _____
4. Were the fireplace(s) installed by a professional contractor or manufacturer's representative? _____
5. Are there any chimney(s) (from a fireplace, water heater or any other heating system)? _____
6. How many chimney(s)? 1 When were they last cleaned? _____
7. Are the chimney(s) working? If "no," explain: yes

(E) List any areas of the house that are not heated: _____

(F) Heating Fuel Tanks

1. Are you aware of any heating fuel tank(s) on the property? Yes
2. Location(s), including underground tank(s): In Basement
3. If you do not own the tank(s), explain: _____

Are you aware of any problems or repairs needed regarding any item in section 13? If "yes," explain: _____

14. AIR CONDITIONING SYSTEM

(A) Type(s). Is the air conditioning (check all that apply):

1. Central air
2. Wall units
3. Window units
4. Other _____
5. None

	Yes	No	Unk	N/A
234				
235				
236 1				
237 2				
238 3				
239 4				
240 5				
241 6				
242 7				
243 8				
244 B				
245 C				

	Yes	No	Unk	N/A
248				
249 1				
250 2				
251 3				
252 4				
253 5				
254 6				
255 7				
256 8				
257				
258 1				
259 2				
260 3				
261 4				
262 5				
263 6				
264 7				
265 8				
266 9				
267				
268 1				
269 2				
270 3				
271 4				
272				
273 1				
274 2				
275 3				
276 4				
277 5				
278 6				
279 7				
280 B				
281				
282 1				
283 2				
284 3				
285 P				

	Yes	No	Unk	N/A
288				
289				
290 1				
291 2				
292 3				
293 4				
294 5				

295 Seller's Initials TH / _____ Date 9/24/10

SPD Page 5 of 9

Buyer's Initials _____ / _____ Date _____

Yes	No	Unk	N/A
			X
			X
			X
			X
			X

- (B) Status
- When was the central air conditioning system installed? _____
 - When was the central air conditioning system last serviced? _____
 - How many air conditioning zones are in the property? _____
- (C) List any areas of the house that are not air conditioned: _____

Are you aware of any problems with any item in section 14? If "yes," explain: _____

Yes	No	Unk	N/A
	X		
X			
	X		

15. ELECTRICAL SYSTEM
- (A) Type(s)
- Does the electrical system have fuses? _____
 - Does the electrical system have circuit breakers? _____
- (B) What is the system amperage? 200
- (C) Are you aware of any knob and tube wiring in the home? _____
- Are you aware of any problems or repairs needed in the electrical system? If "yes," explain: _____

16. OTHER EQUIPMENT AND APPLIANCES

This section must be completed for each item that will, or may, be sold with the property. **The fact that an item is listed does not mean it is included in the Agreement of Sale.** Terms of the Agreement of Sale negotiated between Buyer and Seller will determine which items, if any, are included in the purchase of the Property.

Item	Yes	No	Item	Yes	No
Electric garage door opener			Trash compactor		
Garage transmitters			Garbage disposal		
Keyless entry			Stand-alone freezer		
Smoke detectors			Washer		
Carbon monoxide detectors			Dryer		
Security alarm system			Intercom		
Interior fire sprinklers			Ceiling fans	X	
In-ground lawn sprinklers			A/C window units		
Sprinkler automatic timer			Awnings		
Swimming pool			Attic fan(s)		
Hot tub/spa			Satellite dish		
Deck(s)			Storage shed		
Pool/spa heater			Electric animal fence		
Pool/spa cover			Other:		
Whirlpool/tub			1. <u>Storage Truck Body</u>		
Pool/spa accessories			2.		
Refrigerator(s)	X		3.		
Range/oven	X		4.		
Microwave oven			5.		
Dishwasher	X		6.		

Yes	No	Unk	N/A
X			

Are you aware of any problems or repairs needed regarding any item in section 16? If "yes," explain: Dish washer

Yes	No	Unk	N/A
	X		
	X		
	X		

17. LAND/SOILS
- (A) Property
- Are you aware of any fill or expansive soil on the property? _____
 - Are you aware of any sliding, settling, earth movement, upheaval, subsidence, sinkholes or earth stability problems that have occurred on or affect the property? _____
 - Are you aware of sewage sludge (other than commercially available fertilizer products) being spread on the property, or have you received written notice of sewage sludge being spread on an adjacent property? _____

	Yes	No	Unk	N/A
351				
352		X		
353				
354				
355				
356				
357				
358				
359				
360				
361				
362	1	X		
363	2	X		
364	3	X		
365	4	X		
366				
367				
368				
369				
370				
371				
372				
373	1	X		
374	2	X		
375	3	X		
376	4	X		
377	5	X		

4. Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations that might affect this property?

Note to Buyer: The property may be subject to mine subsidence damage. Maps of the counties and mines where mine subsidence damage may occur and mine subsidence insurance are available through: Department of Environmental Protection, Mine Subsidence Insurance Fund, 25 Technology Drive, California Technology Park, Coal Center, PA 15423 (800) 922-1678 (within Pennsylvania) or (724) 769-1100 (outside Pennsylvania).

(B) **Preferential Assessment and Development Rights**

Is the property, or a portion of it, preferentially assessed for tax purposes, or subject to limited development rights under the:

1. Farmland and Forest Land Assessment Act - 72 P.S. §5490.1 et seq. (Clean and Green Program)
2. Open Space Act - 16 P.S. §11941 et seq.
3. Agricultural Area Security Law - 3 P.S. §901 et seq. (Development Rights)
4. Any other law/program:

Note to Buyer: Pennsylvania has enacted the Right to Farm Act (3 P.S. § 951-957) in an effort to limit the circumstances under which agricultural operations may be subject to nuisance suits or ordinances. Buyers are encouraged to investigate whether any agricultural operations covered by the Act operate in the vicinity of the property.

(C) **Property Rights**

Are you aware of the transfer, sale and/or lease of any of the following property rights (by you or a previous owner of the property):

1. Timber
2. Coal
3. Oil
4. Natural gas
5. Other minerals or rights (such as farming rights, hunting rights, quarrying rights) Explain:

Note to Buyer: Before entering into an agreement of sale, Buyer can investigate the status of these rights by, among other means, engaging legal counsel, obtaining a title examination of unlimited years and searching the official records in the county Office of the Recorder of Deeds, and elsewhere. Buyer is also advised to investigate the terms of any existing leases, as Buyer may be subject to terms of those leases.

Explain any "yes" answers in section 17: _____

18. FLOODING, DRAINAGE AND BOUNDARIES

(A) **Flooding/Drainage**

1. Is any part of this property located in a wetlands area?
2. Is the property, or any part of it, designated a Special Flood Hazard Area (SFHA)?
3. Do you maintain flood insurance on this property?
4. Are you aware of any past or present drainage or flooding problems affecting the property?
5. Are you aware of any drainage or flooding mitigation on the property?
6. Are you aware of the presence on the property of any man-made feature that temporarily or permanently conveys or manages storm water, including any basin, pond, ditch, drain, swale, culvert, pipe or other feature?
7. If "yes", are you responsible for maintaining or repairing that feature which conveys or manages storm water for the property?

Explain any "yes" answers in section 18(A), including dates and extent of flooding and the condition of any man-made storm water management features: _____

(B) **Boundaries**

1. Are you aware of any encroachments, boundary line disputes, or easements affecting the property?

Note to Buyer: Most properties have easements running across them for utility services and other reasons. In many cases, the easements do not restrict the ordinary use of the property, and Seller may not be readily aware of them. Buyers may wish to determine the existence of easements and restrictions by examining the property and ordering an Abstract of Title or searching the records in the Office of the Recorder of Deeds for the county before entering into an agreement of sale.

	Yes	No	Unk	N/A
411 2		X		
412 3		X		
413 4		X		

2. Do you access the property from a private road or lane?
3. If "yes," do you have a recorded right of way or maintenance agreement?
4. Are you aware of any shared or common areas (driveways, bridges, docks, walls, etc.) or maintenance agreements?

Explain any "yes" answers in section 18(B): _____

	Yes	No	Unk	N/A
418 1		X		
419 2		X		
420				
421				
422				
423				
424				
425				
426				
427				
428 1		X		
429				
430				
431				
432				
433				
434				
435 2		X		
436				

19. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

(A) Mold and Indoor Air Quality (other than radon)

1. Are you aware of any tests for mold, fungi, or indoor air quality in the property?
2. Other than general household cleaning, have you taken any efforts to control or remediate mold or mold-like substances in the property?

Note to Buyer: Individuals may be affected differently, or not at all, by mold contamination. If mold contamination or indoor air quality is a concern, buyers are encouraged to engage the services of a qualified professional to do testing. Information on this issue is available from the United States Environmental Protection Agency and may be obtained by contacting IAQ INFO, P.O. Box 37133, Washington, D.C. 20013-7133, 1-800-438-4318.

(B) Radon

1. Are you aware of any tests for radon gas that have been performed in any buildings on the property? If "yes," list date, type, and results of all tests below:

First Test

Second Test

Date

Type of Test

Results (picocuries/liter)

Name of Testing Service

2. Are you aware of any radon removal system on the property? If "yes," list date installed and type of system, and whether it is in working order below:

Date Installed

Type of System

Provider

Working?

(C) Lead Paint

If property was constructed, or if construction began, before 1978, you must disclose any knowledge of, and records and reports about, lead-based paint on the property.

1. Are you aware of any lead-based paint or lead-based paint hazards on the property?
2. Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the property?

(D) Tanks

1. Are you aware of any existing or removed underground tanks? Size: _____
2. If "yes," have any tanks been removed during your ownership?

(E) Dumping. Are you aware of any dumping on the property?

(F) Other

1. Are you aware of any existing hazardous substances on the property (structure or soil) such as, but not limited to, asbestos or polychlorinated biphenyls (PCBs)?
2. Have you received written notice regarding the presence of an environmental hazard or bio-hazard on your property or any adjacent property?
3. Are you aware of testing on the property for any other hazardous substances or environmental concerns?
4. Are you aware of any other hazardous substances or environmental concerns that might impact upon the property?

Explain any "yes" answers in section 19: _____

	Yes	No	Unk	N/A
441 1		X		
442 2		X		
443				
444				
445				
446				
447 1		X		
448 2		X		
449 E		X		
450				
451 1		X		
452 2		X		
453 3		X		
454 4		X		

20. MISCELLANEOUS

(A) Deeds, Restrictions and Title

1. Are you aware of any deed restrictions that apply to the property?
2. Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the property?
3. Are you aware of any reason, including a defect in title, that would prevent you from giving a warranty deed or conveying title to the property?

	Yes	No	Unk	N/A
463 1		X		
464 2		X		
465 3		X		

468 Seller's Initials T.A. / _____ Date 9/24/16 SPD Page 8 of 9 Buyer's Initials _____ / _____ Date _____

	Yes	No	Unk	N/A
469				
470				
471 1		X		
472				
473 2	X			
474				
475 3		X		
476				
477				
478 1		X		
479				
480 2		X		
481				
482 1		X		
483				

(B) Financial

- Are you aware of any public improvement, condominium or homeowner association assessments against the property that remain unpaid or of any violations of zoning, housing, building, safety or fire ordinances or other use restriction ordinances that remain uncorrected?
- Are you aware of any mortgage, judgment, encumbrance, lien, overdue payment on a support obligation, or other debt against this property or Seller that cannot be satisfied by the proceeds of this sale?
- Are you aware of any insurance claims filed relating to the property?

(C) Legal

- Are you aware of any violations of federal, state, or local laws or regulations relating to this property?
- Are you aware of any existing or threatened legal action affecting the property?

(D) Additional Material Defects

- Are you aware of any material defects to the property, dwelling, or fixtures which are not disclosed elsewhere on this form?

Note to Buyer: A material defect is a problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is at or beyond the end of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.

- After completing this form, if Seller becomes aware of additional information about the property, including through inspection reports from a buyer, the Seller must update the Seller's Property Disclosure Statement and/or attach the inspection(s). These inspection reports are for informational purposes only.

Explain any "yes" answers in section 20: _____

21. ATTACHMENTS

(A) The following are part of this Disclosure if checked:

☐ Seller's Property Disclosure Statement Addendum (PAR Form SDA)

☐

☐

☐

The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete to the best of Seller's knowledge. Seller hereby authorizes the Listing Broker to provide this information to prospective buyers of the property and to other real estate licensees. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS STATEMENT. Seller shall cause Buyer to be notified in writing of any information supplied on this form which is rendered inaccurate by a change in the condition of the property following completion of this form.

SELLER X Thomas E. [Signature] DATE X 9/28/16
 SELLER _____ DATE _____
 SELLER _____ DATE _____

EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

According to the provisions of the Real Estate Seller Disclosure Law, the undersigned executor, administrator or trustee is not required to fill out a Seller's Property Disclosure Statement. The executor, administrator or trustee, must, however, disclose any known material defect(s) of the property.

DATE _____

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

The undersigned Buyer acknowledges receipt of this Disclosure Statement. Buyer acknowledges that this Statement is not a warranty and that, unless stated otherwise in the sales contract, Buyer is purchasing this property in its present condition. It is Buyer's responsibility to satisfy himself or herself as to the condition of the property. Buyer may request that the property be inspected, at Buyer's expense and by qualified professionals, to determine the condition of the structure or its components.

BUYER _____ DATE _____

BUYER _____ DATE _____

BUYER _____ DATE _____

INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

Generally speaking, the Real Estate Seller Disclosure Law requires that before an agreement of sale is signed, the seller in a residential real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. A residential real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer of an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS** are involved. The Law defines a number of exceptions where the disclosures do not have to be made:

1. Transfers that are the result of a court order.
2. Transfers to a mortgage lender that result from a buyer's default and subsequent foreclosure sales that result from default.
3. Transfers from a co-owner to one or more other co-owners.
4. Transfers made to a spouse or direct descendant.
5. Transfers between spouses that result from divorce, legal separation, or property settlement.
6. Transfers by a corporation, partnership or other association to its shareholders, partners or other equity owners as part of a plan of liquidation.
7. Transfer of a property to be demolished or converted to non-residential use.
8. Transfer of unimproved real property.
9. Transfers by a fiduciary during the administration of a decedent estate, guardianship, conservatorship or trust.
10. Transfers of new construction that has never been occupied when:
 - a. The buyer has received a one-year warranty covering the construction;
 - b. The building has been inspected for compliance with the applicable building code or, if none, a nationally recognized model building code; and
 - c. A certificate of occupancy or a certificate of code compliance has been issued for the dwelling.

In addition to these exceptions, disclosures for condominiums and cooperatives are limited to the seller's particular unit(s). Disclosures regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale of condominium and cooperative interests.

Seller's Initials TR / _____ Date 9/26/16 SPD Notices 1 of 1 Buyer's Initials _____ / _____ Date _____

CONDITIONS OF SALE

The conditions of the present private sale, held this 9th day of December, 2016, are as follows:

1. **SELLER**: This sale is held on behalf of **THOMAS E. AUMENT, SR.** (hereinafter referred to as SELLER), the present owner of the Premises as hereinafter set forth.

2. **PREMISES**: The property to be sold, hereinafter referred to as the Premises, is more particularly described as follows and on the attached Exhibit "A":

794 Church Road, Quarryville, PA 17566

Tax Account # 180-99194-0-0000 containing 0.2 assessed acres with improvements

Included: 34' x 36' two-story storage barn

3. **PURCHASE AND DOWN PAYMENT**: The auctioneer, Beiler-Campbell Auction Services, shall take bids upon the Premises and in the event the Premises is placed in the hands of the auctioneer for sale, the highest bidder on the Premises shall be the Purchaser thereof upon the property being struck off to him (all references to Purchaser as contained herein being deemed to refer to all Purchasers, jointly and severally, whether masculine or feminine, although referred to herein in the singular masculine form), and he shall immediately thereafter sign the Purchaser's Agreement on these Conditions of Sale, and pay down TEN THOUSAND DOLLARS (\$10,000.00) as security for performance under the terms of this Agreement. Purchaser acknowledges that the down payment shall be paid to Beiler-Campbell Auction Services, and shall not be held in escrow, but instead will be paid to the SELLER. **THE SELLER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.**

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

5. **TITLE**: (a) 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 special 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, 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, and subject to all easements, encumbrances, or encroachments which would be apparent upon reasonable physical inspection of the Premises. This Paragraph 5 only sets forth the quality of title to be conveyed by the Seller to the Purchaser. Nothing herein shall be construed as obligating the Seller to provide any title search, or title insurance, at the Seller's expense. The costs of any title search and title insurance desired by the Purchaser shall be the sole responsibility of the Purchaser, as set forth in Paragraph 7 hereof.

If Seller is unable to convey title of the quality set forth above on or before the Settlement Date, (as hereinafter defined) Seller shall have the option to extend the Settlement Date for an additional thirty (30) days, or for such longer period as Seller and Purchaser may agree to in writing (the "Title Extension Period"), during which period Seller may seek to cure such title matters. If Seller declines to extend the Settlement Date or is unable to cure the title matters during any Title Extension Period,

Purchaser may elect either to (1) take such title as Seller can give or (2) terminate this Agreement. If Purchaser elects to terminate this Agreement as provided above, Seller will return to Purchaser all payments made to Seller on account of the Purchase Price and reimburse Purchaser for all costs for searching title, appraisals, inspections, and preparation of the deed, mortgage, and other settlement papers. This Agreement and all obligations hereunder will terminate upon Seller's return and payment of the above amounts.

6. **SETTLEMENT**: Settlement shall be held at the office of Byler, Goodley & Winkle, P.C., 7 Center Street, Intercourse, PA 17534, or at such other place as Purchaser may elect, on or before February 7, 2017, which time shall be of the essence of this Agreement. Possession shall be given to Purchaser at settlement.

7. **COSTS**:

(a) Acknowledgments to deeds shall be paid by Seller.

(b) All required state and local realty transfer taxes shall be paid by Purchaser.

(c) Real estate taxes upon the Premises shall be apportioned to the date of settlement or prior delivery of possession on a fiscal year basis.

(d) Water and sewer rent, if any, shall be paid by Seller on date of settlement or prior delivery of possession.

(e) Legally adequate description and preparing, obtaining, and/or recording releases or other documents or surveys reasonably required in order to make Seller's title to the Premises insurable at regular rates by a title insurance company of Seller's choice licensed to do business in the Commonwealth of Pennsylvania, shall be provided and/or paid for by Seller.

(f) The cost of any title search at regular rates, title insurance, certification of title, examination of title, and title company services, shall be paid by the Purchaser. 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, shall be paid by Purchaser unless expressly contracted for in writing by Seller. Any disbursement or similar fees purported to be charged against Seller by any title company or attorney holding settlement for the Premises for services which Seller has not specifically engaged in writing shall be paid by Purchaser.

8. **SURVEY**: Any survey, if desired or required by Purchaser, other than a survey required to provide Seller with an adequate legal description, shall be made at Purchaser's expense.

9. **EMINENT DOMAIN AND EASEMENTS**: The Seller represents 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 the Premises of which the Seller has knowledge; 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 easement for 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, except such easements as may appear of record,

such easements as may be disclosed by a reasonable inspection of the Premises, or which are noted in these Conditions. Any proceeding for condemnation or by eminent domain instituted against the Premises after the date hereof shall in no way affect Purchaser's obligations 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. In the event that any such proceeds, consideration, damages, or sums are paid after the date of settlement, Purchaser shall be entitled to receive the same. 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 PROPERTY AND FIXTURES:** At settlement, the property and all its appurtenances and fixtures shall be in substantially the same condition as at present, except for ordinary reasonable wear and tear, damage of any kind which full or partial recovery may be had under the Seller's or Purchaser's insurance, damage which occurs after possession has been given to the Purchaser, damages arising from any condition of the Premises on the date of the execution hereof, or any taking by eminent domain.

The Seller's Disclosure Statement 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 improvements 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 substance, 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. §1021, et seq.) (hereinafter called the Act), requires that the seller of real estate provide certain disclosures regarding any property being offered for sale, on a form required by the Act. The Purchaser further acknowledges that the 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 Purchaser's Agreement attached to these Conditions of Sale, acknowledges that he has a full and complete opportunity to review the Disclosure Statement attached hereto, and acknowledges receipt thereof. The Purchaser hereby waives any further compliance with Act by the Seller. The Purchaser hereby releases, remises and quitclaims unto Seller any and all claims, actions or causes of action under the 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 11 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 Premises, and that the Purchaser has not relied upon any representations or statements of the auctioneer. The Purchaser releases 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 BASED PAINT DISCLOSURE; WAIVER OF RISK ASSESSMENT:** This notice is provided pursuant to the requirements of regulations promulgated by the United States Environmental Protection Agency (hereinafter called 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 Purchaser's 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 property 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 and 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 Resources Radon Project Office, 1100 Grosser Road, Gilbertsville, Pennsylvania 19525; Call 1-800-23RADON or (215) 369-3590. 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 property "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 Act of July 27, 1955, P.L. 288, §3, as amended and reenacted (21 P.S. §613).

15. **FORMAL TENDER:** Formal tender of deed and purchase money are waived.

16. **INCLUSIONS WITH PREMISES:** Included in this sale are all buildings, improvements, rights, privileges, and appurtenances to the Premises.

No items of personal property are included in the sale of the Premises unless otherwise specifically set forth herein. Nothing in the Sellers' Disclosure Statement attached hereto, setting forth the condition of any items of household goods, shall be interpreted as representing that the same shall be included in the sale of the Premises, unless such items are specifically listed in this Paragraph.

17. **EXCLUSIONS FROM PREMISES:**

18. **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 therefor. The Purchaser should inquire after the property is struck off concerning the amount of such insurance.

19. **PURCHASER'S 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 property is 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.

20. **1031 EXCHANGE** (if applicable): If Seller desires to effectuate a tax-deferred property exchange under Section 1031 of the Internal Revenue Code of 1986 (as amended), Buyer agrees to cooperate with Seller and sign all documents necessary to do so.

21. **USE AND OCCUPANCY:** Purchaser has sole responsibility to obtain and pay for the cost of any desired or required use and occupancy permit and any inspection or rectification required by a governing authority to occupy or settle on the Premises.

22. **SUMMARY OF CONDITIONS:** The Purchaser acknowledges 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.

23. **PARTIES BOUND:** These conditions and the Agreement made hereunder shall be binding upon the parties hereto and their respective heirs, successors, personal representatives, executors and assigns.

24. **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 the day and year first above written.

SELLER:

Thomas E. Aument, Sr.

Address: _____

PURCHASER'S AGREEMENT

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 therein as 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 Two Hundred Fifty and 00/100 Dollars (\$250.00), all costs of suit, release of heirs, and waiver of appeals, and without stay of execution. This warranty shall include a waiver of all appraisements, 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 this Ninth day of December, 2016.

PURCHASERS:

Signature: _____ Address: _____

Printed Name: _____ Cell phone: _____

Signature: _____ Home phone: _____

Printed Name: _____ Email: _____

The undersigned acknowledges receipt from Purchaser on behalf of Seller of the sum of Ten Thousand Dollars (\$10,000.00), as down payment for the purchase of the Premises.

BEILER-CAMPBELL AUCTION SERVICES

By: _____
Christ Taylor, Auctioneer
229 W. 4th St., Quarryville, PA 17566
Ph: 888-786-8715

EXHIBIT "A"

TRACT NO. 1:

ALL THAT CERTAIN lot or piece of land, situated in the Village of Mechanic Grove, in the Township of East Drumore, County of Lancaster and Commonwealth of Pennsylvania, having thereon erected a two and one-half story brick and frame dwelling, with frame workshop and garage, more fully bounded and described as follows:

BEGINNING at a stone at a corner of Tract No. 2 herein formerly of R. Veryl Minnich; thence extending along the same, South 64.5 degrees West, 10.9 perches to a stone; thence by

land now or late of Erma B. Swarr, South 27 degrees East, 3.7 perches to a stone; thence by land now or late of Earl Smoker, North 64.5 degrees East, 10.9 perches to a stone in the public road; thence in the said public road, North 27 degrees West, 3.4 perches to the place of BEGINNING.

TRACT NO. 2:

ALL THAT CERTAIN strip of land being situate on the west side of Church road, Pennsylvania Legislative Route No. 36102 in the Village of Mechanic Grove, Township of East Drumore, County of Lancaster, and Commonwealth of Pennsylvania, said strip shown on a Plan of a Survey prepared by Henry I. Strausser, Registered Surveyor, dated April 20, 1971 and known as Plan No. 71-6, said strip of land being more fully bounded and described as follows according to said survey:

BEGINNING at a P.K. spike in the west side of Church Road, Pennsylvania Legislative Route No. 36102, a corner of remaining lands now or late of R. Veryl Minnich; thence along the west side of Church Road, Pennsylvania Legislative Route No. 36102, South 27 degrees 00 minutes 00 seconds East, a distance of 7.95 feet to a point, a corner of Tract No. 1 herein; thence along said Tract No. 1 South 64 degrees 30 minutes 00 seconds West, a distance of 179.85 feet to a point in line of lands now or late of Mabel Shank Estate; thence along said lands of the Mabel Shank Estate, North 27 degrees 00 minutes 00 seconds West, a distance of 7.60 feet to an iron pin, a corner of remaining lands now or late of R. Veryl Minnich; thence along said remaining lands of R. Veryl Minnich, in a line parallel with and at a distance of 8.90 feet north of wall of the two and one-half story brick dwelling erected upon Tract No. 1, North 64 degrees 23 minutes 19 seconds East, a distance of 179.85 feet to the point and place of BEGINNING, said last described line having crossed over an iron pin at a distance of 11.50 feet west of the last described point.
