

CONDITIONS OF SALE

1. The property to be sold consists of one (1) tract of land located at 1411 Heritage Lane, Middle Paxton Township, Dauphin County, Pennsylvania, on which an one and a half-story house is erected on, known as tax parcel number 43-005-134-000-0000, being more fully bounded and described on Exhibit "A" attached hereto and made a part hereof (the "Property").

2. The Seller reserves the right to a reasonable bid after which it will be sold to the highest bidder.

3. The highest bidder shall be the Purchaser upon the Property being struck off to him and/or her and he and/or she shall immediately thereafter sign the Agreement of Sale on these Conditions, and pay down Twenty Thousand Dollars (\$20,000.00) as security for performance. Seller shall receive and deposit the proceeds at JSDC Law Offices. If any dispute arises among bidders, the property shall immediately be put up for renewal of bidding.

4. Balance of purchase price shall be paid at settlement to be held at the office of such attorney or title company as Purchaser may designate in Cumberland County, Pennsylvania, on or before August 16, 2025 (unless some other time or place shall hereafter be agreed upon by the Seller and Purchaser), upon which payment the Seller shall convey to the Purchaser, by General Warranty Deed prepared at the Seller's expense, good and marketable title to the Property, free and clear of all liens and encumbrances not noted in these Conditions of Sale, but subject to any existing wall rights, easements, building or 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.

At settlement, the Property and all of its appurtenances and fixtures shall be in substantially the same condition as present, except for (a) ordinary reasonable wear and tear, (b) damage of any kind for which full or partial recovery may be had under the Seller's or Purchaser's insurance, (c) damage that occurs after possession has been given to the Purchaser, or (d) any taking by eminent domain.

5. Formal tender of the General Warranty Deed and purchase money are waived.

6. (a) Acknowledgements to the General Warranty Deed shall be paid by Seller.

(b) All required state and local Realty Transfer Tax shall be paid by Purchaser.

(c) Real estate taxes shall be apportioned to date of settlement or prior delivery of possession.

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

(e) Any disbursements or fees purported to be charged by Purchaser's title company or attorney against Seller for services that Seller has not specifically engaged shall be paid by Purchaser.

7. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances; gas, electric, heating, plumbing, lighting, water, water softening, and central air conditioning fixtures and systems; laundry tubs; radio and television aerials, masts, and rotor equipment; storm doors and windows, screen doors, and fitted window screens; roller and Venetian blinds, curtain and drapery rods and hardware; radiator covers; cabinets; awnings; and any articles permanently affixed to the property, except any such items not located on the Property.

8. Possession shall be given to the Purchaser at settlement.

9. Seller has risk of loss until settlement and Purchaser has risk of loss thereafter.

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

11. Any survey, desired or required by Purchaser, shall be obtained and paid for by Purchaser.

12. The Property and all improvements are being sold "AS IS" without warranty as to condition. The Purchaser and/or Purchaser's agents have had an opportunity to walk through the Property, and the same being purchased as a result of such walk through and not as a result of any representations made by Seller or any of Seller's agents. Seller has no knowledge concerning the presence or absence of radon or the presence of lead-based paint and/or lead-based paint hazards.

13. Purchaser acknowledges receipt of Seller's Property Disclosure Statement and Lead-Based Paint Disclosure Statement.

14. The sale of this Property shall not be contingent upon the Purchaser's ability to obtain financing for the purchase of this Property, nor shall it be contingent upon the sale of any other real estate owned by the Purchaser.

15. The said time for settlement and all other times or obligations of these Conditions are hereby agreed to be of the essence of these Conditions.

16. Seller has not conducted any investigation and has no actual knowledge of any environmental hazards, including, but not limited to, radon, asbestos, and urea formaldehyde.

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

present Purchaser and any sureties liable for any loss, resulting from such resale, meanwhile holding the down money paid hereunder for or toward payment of any such loss.

18. In case any court proceedings are necessary, the Orphans' Court Division of the Court of Common Pleas of Dauphin County, Pennsylvania shall have sole jurisdiction in this matter.

IN WITNESS WHEREOF, the Seller and Purchaser have hereunto set their hands and seals this ____ day of _____, 2025.

WITNESS:

SELLER:

Richard M. London, Agent under Power of
Attorney for Alice K. Buriak dated July 2, 2025

PURCHASER:

EXHIBIT "A"

TAX PARCEL NO. 43-005-134-000-0000

ALL THAT CERTAIN tract or parcel of land with improvements thereon erected, situate lying and being in Middle Paxton Township, Dauphin County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point at the northerly end of a cul-de-sac with radius of 50.00 is located at the northerly end of a private right-of-way extending from Red Hill Road, Township Route T-304, a which said point of beginning is more particularly located at the intersection of the northerly line of the aforesaid cul-de-sac and the dividing line between Lots Nos. 4 and 5 on the preliminary/final subdivision plan for Hyles Hagy, Jr. hereinafter more particularly referred to; Thence, from said point of beginning, along the dividing line between Lots Nos. 4 and 5 on the aforesaid plan of lots; North 32 degrees 03 minutes 35 seconds East, a distance of 284.16 feet to a point on other lands now or formerly of Hyles Hagy, Jr.; thence from said point, South 41 degrees 47 minutes 54 seconds East; a distance of 61.73 feet to a point; thence, from said point South 50 degrees 47 minutes 07 seconds East, a distance of 136.62 feet to a point; thence, from said point, South 00 degrees 48 minutes 35 seconds East, a distance of 52.43 feet to a point; thence, from said point, South 44 degrees 47 minutes 50 seconds West, a distance of 135.00 feet to a point on the dividing line between Lots Nos. 5 and 6 on the aforesaid subdivision; thence from said point, along the dividing line between Lots Nos. 5 and 6 on the aforesaid subdivision, South 89 degrees 21 minutes 20 seconds West, a distance of 180.00 feet to a point on the northerly line of a cul-de-sac with radius of 50.00 feet; thence, from said point along the northerly line of the aforesaid cul-de-sac on a curve to the left with a radius of 50.00 feet a distance of 50.00 feet to a point, the point and place of BEGINNING.

BEING Lot No. 5 on the preliminary/final subdivision plan for Hyles Hagy, Jr. known as "Heritage Farms", prepared by Grove Associates dated August 8, 1981 and recorded January 26, 1982 in Dauphin County Plan Book O, Volume 3, Page 66.

UNDER AND SUBJECT TO setback lines and restrictions, reservations and easements set forth in the subdivision plan recorded in Dauphin County Plan Book O, Volume 3, Page 66.

ALSO UNDER AND SUBJECT TO Declaration of Restrictions for "Heritage Farms" dated July 31, 1984 and recorded in the Office of the Recorder of Deeds of Dauphin County, Pennsylvania, on August 2, 1984 in Record Book 522, Page 363. Provided however that any dwelling house constructed on the aforesaid lot by Grantees, their successors or assigns, shall have a minimum of 1,200 square feet of living space.

ALSO UNDER AND SUBJECT TO all restrictions, reservations, and rights-of-way of prior record.

BEING THE SAME PREMISES which Roger L. Buriak by Deed dated August 22, 1989, and recorded August 29, 1989, as Deed Book 1316, Page 502 in the Office of the Recorder of Deeds

in and for Dauphin County, Pennsylvania, granted and conveyed unto Wilmer J. Baker and Roger L. Buriak and Alice K. Buriak, husband and wife.