

**SALE OF REAL ESTATE BY THE ESTATE OF JANET M. SPOTTS**  
**TERMS AND CONDITIONS OF SALE**

1. The properties being sold are recorded in Deed Book 151 at page 131 and 192 at Page 187, subject to one adverse conveyance recorded at Deed Book 159 at Page 180 consisting of 39 perches ( approx. ¼ of an acre). A copy of the deeds will be available for public inspection at the sale or prior to the sale by contacting the auctioneer.
2. The property is being sold free and clear of all liens and encumbrances excepting existing restrictions, easements and rights-of-way of record.
3. The property is serviced by private water and private septic service.
4. Fifteen Thousand (\$15,000.00) Dollars shall be due and payable by check when the property is stricken down and will be held in escrow by Attorney William R. Bunt. The balance of the purchase price is required to be paid at settlement.
5. Settlement shall occur on or before November 19, 2025 at the law office William R. Bunt located at 109 South Carlisle Street, New Bloomfield, PA 17068. Time is of the essence.
6. Possession of the property will be delivered at settlement.
7. The successful bidder must execute a written agreement for the purchase of said property immediately after the property is stricken down.
8. A residential lead -based paint hazards disclosure form will also be required to be executed.
9. This is a sale with reserve. That means that the Seller will not sell the property unless a price agreeable to the Seller is obtained.
10. All real estate taxes (county, township and school) will be apportioned to the date of settlement.
11. All realty transfer taxes consisting of two (2%) percent of the purchase price will be paid by the Buyer.
12. The property is being sold "as is."
13. Please see the Sale Bill for a description of the property being sold.
14. In the event that the Buyer fails to make settlement on or before November 19, 2025, time being of the essence, the sum of Fifteen Thousand (\$15,000.00) Dollars, shall be retained by the Seller, either on account of the purchase money, or as compensation or the damages and expenses Seller has been put to in its behalf, as the Seller shall elect, and in the latter case, the contract for the sale of said real estate shall become null and void and no refund will be provided to the Buyer.