CONDITIONS OF SALE

The Conditions of the present public sale are as follows:

- 1. The property to be sold is known as 929 Irwin Ave, Lancaster, PA East Hempfield Township, Lancaster County, Pennsylvania, as more fully described in Exhibit "A" ("Property").
- 2. The highest bidder shall be the Purchaser¹ upon the Property being struck off to him; and he shall immediately thereafter sign the Purchaser's Agreement attached to these Conditions of Sale and pay down \$20,000 of the purchase money to the Seller¹ as security for performance of this Agreement. If any dispute arises among bidders, the Property shall immediately be put up for renewal of bidding.
- (a) Successful bidder (telephone or online) must contact Jeffrey C. Goss within 48 hours after conclusion of the auction to arrange a time to drop off deposit check and fully executed Conditions of Sale and Seller's Disclosure at 480 New Holland Ave, Suite 6205 Lancaster, PA 17602
- (b) Failure to contact Jeffrey C. Goss within 24 hours OR appear at the duly arranged time to submit deposit check and fully-executed documents may, at the election of the seller, render this contract null and void and seller shall be authorized to enter into a contract with any third party.
- (d) Prospective bidder accepts all terms herein.
- 3. The balance of PURCHASE MONEY shall be paid at SETTLEMENT to be held at the office of BRUBAKER CONNAUGHTON GOSS & LUCARELLI LLC, 480 New Holland Avenue, Suite 6205, Lancaster, Pennsylvania 17602, on or before December 23, 2025, ("Closing") (unless some other time or place shall hereafter be agreed upon by the Seller and Purchaser),

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¹ Both Seller/s and Purchaser/s, whether one or more, are designated throughout these Conditions of Sale in singular masculine form.

upon which payment the Seller shall convey to the Purchaser, by Deed prepared at the Purchaser's expense, good and marketable title to the Property, free and clear of all liens and encumbrances not noted in these Conditions, but subject to any existing wall rights, easements, building or use restrictions, zoning or land subdivision regulations, subdivision plan notes, encroachments of cornices, trim and spouting over property boundaries, or encroachments of any kind within the legal width of public highways, and subject to the restrictions and conditions ("Restrictions") set forth in Paragraph 6 of these Conditions of Sale.

The Seller represents that there are no pending and unsettled eminent domain proceedings, and no appropriations by the filing of State Highway plans in the Recorder's Office, affecting the Property, of which the Seller has knowledge.

At settlement, the Property and all of its appurtenances and fixtures shall be in substantially the same condition as at present, except for (a) ordinary reasonable wear and tear, (b) damage by fire or storm, (c) damage which occurs after possession has been given to the Purchaser, or (d) any taking by eminent domain.

- 4. This sale of real estate shall not be contingent upon the Purchaser's ability to obtain financing for the purchase of the Property, nor shall it be contingent upon the sale of any other real estate owned by the Purchaser.
- 5. The Seller reserves the right to reject any or all bids. Seller reserves the right to withdraw the Property from sale, and/or to adjourn the sale to a future date or dates.
- 6. The Property shall be sold UNDER AND SUBJECT to the following conditions and restrictions:

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a. Subject to building and use restrictions, ordinances,

easements of roads, rights of public service companies and easements, rights or other non-monetary encumbrances either of record or visible upon inspection; and

- b. Subject to the Seller's Property Disclosure Statement attached hereto as Exhibit "B."
 - 7. Formal tender of deed and purchase money are waived.
- 8. Fees or charges for acknowledgments to the deed shall be paid by the Seller, and all required state and local realty transfer taxes by the Purchaser. Real estate taxes shall be apportioned to date of settlement or prior delivery of possession on a fiscal year basis. Purchaser shall pay for all charges for preparation of documents, including without limitation, deed, mortgage, and bill of sale for personal property, if any, and all fees incurred at settlement, including attorney's 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.
- 9. The Seller hereby represents that the Property is served by public water and sewer.
- 10. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances; gas, electric heating, plumbing and water plants, fixtures and systems; and any other articles permanently affixed to the Property. The refrigerator, washer and dryer located in the Property are included in this sale.
- 11. The Purchaser further acknowledges that neither the attorney for the Seller, nor the auctioneer, has made any specific representations regarding the condition of the Property, and that the Purchaser has not relied upon any representations or statements of the attorney for the Seller or auctioneer. The Purchaser releases the attorney for the Seller and the auctioneer from any claims, actions or causes of action arising from or due to any defect in the

Property existing on the date of this sale.

- 12. The parties acknowledge that no representation whatsoever is made concerning zoning of the Property, or the uses of the Property that may be permitted under local ordinances, and that Purchaser has satisfied himself that the zoning of the Property 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, §3, as amended and reenacted (21 P.S. §613).
- By execution of the Purchaser's Agreement, the Purchaser 13. acknowledges that he has had a full and complete opportunity to inspect the The Property is being sold unto Purchaser "AS IS", with no Property. representation, guarantee or warranty regarding the condition of the Property or any improvement or structure erected on the Property, if any, including, but not limited to, its structural integrity, roof, appliances, electrical system, heating system, plumbing, water system, sewage disposal system, or any portion Seller has conducted no investigation but does not have actual thereof. knowledge of any underground storage tank(s) on the property. No representation is made or warranty given regarding the presence or absence of any hazardous or toxic substances, materials or wastes, or that the Property 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 Property is desired by the Purchaser or by any lender proposing to provide Purchaser with financing for the purchase of the Property, 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.

- 14. Any survey required by Purchaser or Purchaser's title insurer shall be at Purchaser's expense.
- 15. In case of non-compliance by Purchaser with these Conditions, Seller, in addition to all other remedies provided by law, shall have the option either (a) to retain 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 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 or toward payment of any such loss.
- 16. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.
- a. <u>Lead Warning Statement for Dwellings Built Before 1978</u>

 <u>Disclosure</u>. This dwelling on the Property was built before 1978, and lead-based paint and lead-based paint hazards may be present in the housing. To the best of the Executor's knowledge, there are no reports pertaining to lead-

based paint or lead paint hazards.

- b. <u>Waiver</u>. By signing the attached Purchaser's Agreement, Purchaser acknowledges receipt of the pamphlet Protect Your Family From Lead in Your Home, and that this this sale of real estate shall not be contingent upon any risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards on the Property.
- 17. 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 Property, 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 Property 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 Property, 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 Property.
- 18. These Conditions of Sale represent the whole agreement between the parties, and any representations concerning the Property, or otherwise, made prior to the execution of the Purchaser's Agreement, are hereby superseded by these Conditions of Sale. 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.

SELLER:

Sheree L. Rumberger, Executrix of the Estate of William R. Crawford

PURCHASER'S AGREEMENT

I/We,	, agree that I/we have
purchased 929 Irwin Ave, Lancaster,	PA East Hempfield Township, Lancaster
	mentioned in the foregoing Conditions,
	um of \$; and if I/we shall
	efore payment of the purchase money and
	e, I/we authorize the Prothonotary or any
	court and confess judgment in an amicable
•	avor of the Seller or the latter's assigns, for
-	ct the issuing of a writ of possession, with
	, hereby waiving all irregularities, notice,
leave of court, present or future exem	ption laws, and right of appeal.
to the Conditions and Restrictions set	urchase of the Property is under and subject t forth in Paragraph 6 of the Conditions of the Seller's Property Disclosure Statement. is 9 th day of November 2025.
	Purchaser
	Purchaser

EXHIBIT "A"

Description of the Property

ALL THAT CERTAIN lot or tract of land with a dwelling house thereon erected, known as No. 929 Irwin Avenue, situated on the North side of Irwin Avenue in the Township of East Hempfield, County of Lancaster and Commonwealth of Pennsylvania, being Lot #5 Section 5 on the general plan of "... Heights" as prepared for Dentru Heights, Inc., by H.F. Huth Engineers, Inc., dated February 20, 1959 and revised May 19, 1959, said plan being recorded In the Recorder's Office at Lancaster, PA. in Subdivision Plan Book 12, page 2, bounded and described as follows:

BEGINNING at a stake on the north line of Irwin Avenue a corner of Lot #5, section 5; thence extending along said north line of Irwin Avenue South seventy-nine (79) degrees Thirty-three minutes (33) West, seventy and zero tenth (70.0) feel to a stake a corner of Lot #4, Section 5; thence extending along said Lot #4 north ten (10) degrees twenty-seven (27) minutes west, one hundred forty and zero tenth (140.0) feet to a stake in line of property now or late of Pennsylvania Railroad Company; thence extending along said property now or late of Pennsylvania Railroad Company, North seventy-nine (79) degrees thirty-three (33) minutes East, seventy and zero tenths (70.0) feet to a stake a corner of the aforesaid Lot #6 section 5; thence extending along said Lot #6, South ten (10) degrees twenty-seven (27) minutes East, one hundred forty and zero tenths (140.0) feet to a stake, the place of BEGINNING.

EXHIBIT "B" Seller's Property Disclosure Statement

1553350

SELLERS PROPERTY DISCLOSURE STATEMENT

This Statement discloses Seller's knowledge of the condition of the Premises as of the date of the Public Sale, and is not a substitute for any inspections or warranties that Buyer may wish to obtain. This Statement is not a warranty of any kind by Seller or a warranty or representation by either the auctioneer or attorney for the Seller. Buyer is encouraged to address concerns about the conditions of the Premises that may not be included in this Statement. This Statement does not relieve Seller of the obligation to disclose a material defect that may not be addressed on this form.

A material defect is a problem with the property or any portion of it that would have a significant not on the value of the residential real property or that involves an unreasonable risk to people on the ac la

agverse land.	impact on the value of the residential real property of that involves an unreasonable risk to people of the
1.	SELLER'S EXPERTISE: Seller does not possess expertise in contracting, engineering, architecture or other areas related to the construction and conditions of the Premises and its improvements except as follows:
2.	OCCUPANCY: Do you, Seller, currently occupy this property? Yes No If "no", when did you last occupy the property?
3.	ROOF: (a) Date roof installed:
4.	BASEMENTS AND CRAWL SPACES: (Complete only if applicable): (a) Does the property have a sump pump? Yes No Unknown (b) Are you aware of any water leakage, accumulation or dampness within the basement or crawl space? Yes No. If "yes", describe in detail: (c) Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space? Yes No. If "yes", describe the location, extent, date and name of the person who did the repair or control effort:
5.	TERMITES/WOOD DESTROYING INSECTS, DRYROT, PESTS: (a) Are you aware of any termites/wood destroying insects, dry-rot or pests affecting the property? Yes No (b) Are you aware of any damage to the property caused by termites/wood destroying insects, dry-rot or pests? Yes No (c) Is the Premises currently under contract by a licensed pest control company? Yes No (d) Are you aware of any termite/pest control reports or treatments for the property in the last five years? Yes No
	years? Yes No Explain any "yes" answers that you give in this section:

6.	STRUCTURAL ITEMS:
	(a) Are you aware of any past or present water leakage in the house or other structures?
	Yes XNo
	(b) Are you aware of any past or present movement, shifting, deterioration, or other problems with
	walls, foundations, or other structural components?
	Yes Yes No (c) Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls
	on the Premises? Yes X No
	Explain any "yes" answers that you give in this section. When explaining efforts to control or repair, please describe the location and extent of the problem and the date and person by whom the work was done if known:
7. the P	ADDITIONS / REMODELS: Have you made any additions, structural changes, or other alterations to Premises? Yes No If "yes", describe:
8.	WATER AND SEWAGE:
υ.	(a) What is the source of your drinking water? Well on Property X Public Water
	Community Water System Other (explain):
	(b) If your drinking water source is not public:
	When was your water last tested?
	What was the result of the test?
	Is the pumping system in working order? _X Yes No. If "no", explain:
	(c) Do you have a softener, filter or other purification system? Yes X No
	If yes is the system Leased Owned?
	(d) What is the type of sewage system? X Public Sewer Private Sewer
	Septic Tank Cesspool Other (explain): (e) Is there a sewage pump? Yes \nearrow No.
	If "yes", is it in working order? Yes No
	(f) When was the sentic system or cessnool last serviced?
	(g) Is either the water or sewage system shared? Yes _X No. If "yes", explain:
	(h) Are you aware of any leaks, backups or other problems relating to any of the plumbing, water and sewagerelated items? Yes _X _ No. If "yes", explain:
9.	PLUMBING SYSTEM:
· ·	(a) Type of plumbing: X Copper Galvanized
	Lead X PVC Unknown Other (explain):
	(b) Are you aware of any problems with any of your plumbing fixtures (e.g. including but not limited to:

Dist any areas of Type of water he Are you aware of If "yes", descriptors, explaint LECTRICAL Street you aware of a Yes	eating: Ele of any undergrou be: of any problems n: YSTEM: ny problems or No. If "yes," ex	ectric X und fuel tan s with any it repairs need	Gasks on the tem in thi	Solar property? s section? electrical	_ Other (expl Yes _2 Yes _2 system? LE: (Complet	ain): <u>Y</u> No <u>Y</u> No te only if appli
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re you aware of a	ny problems or No. If "yes," ex IENT & APPL	oplain: JANCES II	NCLUDI	ED IN SA	LE : (Complet	te only if applic
THER EQUIPM)Electric ()Smoke D	IENT & APPL Farage Door Operations How to	JANCES II ener. Numl	NCLUDI ver of Tra	ED IN SA	LE: (Complet	te only if applic
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)XRefrigera)XWasher	Trash Comp				_Dishwasher	
)Intercom Ceiling fa Other:	ns Number:	Locatio	on: <u>"Do</u>	ning ar	req	
re any items in th	is section in nee					-

Note to Purchaser: The Premises 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, 3913 Washington Road, McMurray, PA 15317 (412) 9417100.

	(c) Are you aware of any existing or proposed mining, strip-mining, or any other excavations that might affect this Premises? Yes _X_No
	(d) To your knowledge, is this property, or part of it, located in a flood zone or wetlands area? Yes X No
	(e) Do you know of any past or present drainage or flooding problems affecting the property? Yes X No
	(f) Do you know of any encroachments, boundary line disputes, or easements? Yes _x_ No
readily examir	o Purchaser: Most properties have easements running across them from utility services and other is. In many cases, the easements do not restrict the ordinary use of the property, and Seller may not be aware of them. Purchasers may wish to determine the existence of easements and restrictions by aing the property and ordering an Abstract of Title or searching the records of the Recorder of Deeds for the county before entering into an Agreement of Sale.
	(g) Are you aware of any shared or common areas (e.g., driveways, bridges, docks, walls, etc.) or maintenance agreements?YesXNo Explain any "yes" answers that you give in this section:
	(h) Are you aware of any sinkholes that have developed on the property? Yes X No
	Explain any "yes" answers that you give in this section:
14.	HAZARDOUS SUBSTANCES:
	(a) Are you aware of any underground tanks or hazardous substances present on the Premises (structure or soil) such as, but not limited to, asbestos, Polychlorinated biphenyls (PCBs), radon, lead paint, Urea Formaldehyde Foam Insulation (UFFI) etc? YesX _ No
	(b) To your knowledge, has the property been tested for any hazardous substances? Yes X No
	(c) Do you know of any other environmental concerns that might impact upon the Premises? Yes X No
	Explain any "yes" answers that you give in this section:
15.	CONDOMINIUMS AND OTHER HOMEOWNERS ASSOCIATIONS:
	(Complete only if applicable) Type of Association, if any:CondominiumCooperative Homeowners Association Other
	Notice Regarding Condominiums and Cooperatives: According to Section 3407 of the Uniform

Notice Regarding Condominiums and Cooperatives: According to Section 3407 of the Uniform Condominium Act [68 Pa.C.S. §3407 (relating to resale of units) and 68 Pa.C.S. §4409 (relating to resale of cooperative interests)], a Buyer of a resale unit in a condominium or cooperative must receive a certificate of resale issued by the association in the condominium or cooperative. 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.

16.	STORM WATER FACILITIES					
	(a) Do you know the location and condition of any basin, pond, ditch, drain, swale, culvert, pipe or other manmade feature of the land that temporarily or permanently conveys or manages storm water for the property?					
	Yes X No Unknown					
	(b) If the answer to (a) is yes, is the owner of this property responsible for the ongoing maintenance of the storm water facility? Yes No Unknown. If yes, explain:					
	100 Onknown. If yes, explain.					
17.	MISCELLANEOUS:					
	(a) Are you aware of any existing or threatened legal action affecting the properly?					
	Yes X No (b) Do you know of any violations of federal, state, or local laws or regulations relating to this					
	Premises? Yes No (c) Are you aware of any public improvement, condominium or homeowner association assessments against the Premises that remain unpaid or of any violations of zoning, housing, building, safely or fire ordinances that remain uncorrected?					
	Yes X No (d) Are you aware of any judgment, encumbrance, lien (for example comaker or equity loan) or other debt against this Premises that cannot be satisfied by the proceeds of this sale? Yes X No					
	(e) 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 Premises?Yes _XNo					
	(f) Are you aware of any material defects to the Premises, dwelling, or fixtures which are not disclosed elsewhere on this form? Yes X No. A material defect is a problem with the property or any portion of it that would have a significant adverse impact on the value of the residential real property or that involves an unreasonable risk to people on the land. Explain any "yes" answers that you give in this section:					
respon notifie	The undersigned seller represents that the information set forth in this disclosure statement is accurate amplete to the best of the seller's knowledge. The seller hereby authorizes any agent for the seller to be this information to prospective buyers of the property and to other real estate agents. The seller alone is asible for the accuracy of the information contained in this statement. The seller shall cause the buyer to be do in writing of any information supplied on this form that is rendered inaccurate by a change in the ion of the property following the completion of this form.					
	Seller's Signature(s): Merro L. Rumfer					
Date: _	8-21, 20, 25					

DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT LEAD-BASED AND/OR LEAD-BASED PAINT HAZARDS

LEAD WARNING STATEMENT

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

SELLER'S DISCLOSURE

(a) Presence	e of lead-based paint and/or lead-based paint hazards (check one below):
	Known lead-based paint and/or lead-based paint hazards are present in the housing, as follows:
SU	Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
(b) Record	s and Reports available to the Seller (check one below):
	Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):
5U	-Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
	PURCHASER'S ACKNOWLEDGEMENT
(c) Purchas	er has received copies of all information listed above, if any.
(d) The Pur In 1	chaser waives rights to be provided with the pamphlet <i>Protect Your Family From Lead Your Home</i> concerning the dangers of lead poisoning.
(e) Purchas	er has (check one below):
-	Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or
X	Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based
	paint and/or lead-based paint hazards.

$\underline{\text{RECEIPT}}$

Received of Purchaser on above date, as down money on account of the
above purchase price, the sum of \$
Brubaker Connaughton Goss & Lucarelli LLC, on behalf of Seller
By: