

**PROPOSED CONDITIONS OF SALE OF REAL ESTATE
PROPERTY OF DANIEL K. LAPP AND RUTHIE E. LAPP**

The conditions of sale of the real estate of Daniel K. Lapp and Ruthie E. Lapp to be held on this 27th day of December, 2025, at 11 A.M., Eastern Standard Time, on the premises to be sold, **situate in Jackson Township, Northumberland County, 1083 Herndon Road, Herndon, Pennsylvania, 17830, also known as Tax Parcel # 024-00-088-041-C-001**, pursuant to proper advertisement are as follows:

1. The property to be sold consists of 43 +/- acres on which consists of a 3 bedroom, 2 bath, 2-story home, situate in Northumberland County, Pennsylvania. Said property bounded and described more fully on attached memorandum as property of **DANIEL K. LAPP and RUTHIE E. LAPP**, herein designated "Vendor".

2. The property to be sold will be exposed to this sale by public auction, and the highest bidder for the property shall be declared the purchaser(s) or Vendee(s), designated herein as such, and the property will be struck down to the highest bidder to be determined as set forth. In case of a dispute as to which is the highest bid, the right is reserved to place the property in bidding at a former undisputed bid, and then complete bidding and striking down for the bid finally accepted.

3. The Vendor does reserve the right to reject any and all bids. This is not an absolute sale.

4. The successful bidder declared to be the purchaser(s) shall pay FIFTY THOUSAND DOLLARS (\$50,000.00) being a NON-REFUNDABLE DEPOSIT at the time the premises are struck off to be applied to the purchase price. The balance of the purchase price is to be paid on or before February 27, 2026, when a special warranty deed will be delivered at the expense of the Vendors. The real estate transfer taxes (2%) shall be paid by the Vendee(s)/Purchaser(s); County and Township Real Estate Taxes to be prorated on a calendar year and per diem basis; School Real Estate Taxes to be prorated

on a fiscal year and per diem basis. Possession will be given to the successful purchaser(s) at the time of settlement.

5. If the Vendee(s) shall fail to comply with the conditions of sale, then the deposit of the purchase price shall be forfeited, not as a penalty, but as assessed and liquidated damages for failure to carry out the contract of purchase, and in that event, the Vendors, **Daniel K. Lapp and Ruthie E. Lapp**, may sell the property, and the Buyer(s)/Vendee(s) shall not be entitled to any benefit of a subsequent sale.

6. The description of the property to be sold is pursuant to deed(s) of record at the Northumberland County Courthouse, Sunbury, Pennsylvania, and also according to records in the Northumberland County Tax Assessment Office, Sunbury, Pennsylvania. If the purchaser(s) considers a survey of the property to be desirable, the same shall be at the expense of the purchaser(s).

7. This property including, but not limited to, the water and septic lines, plumbing, heating, and electrical systems, is being sold in an **"as is"** condition. Otherwise, Vendee(s) shall have either inspected the property or shall have waived the right to do so and agrees to purchase it in its present **"as is"** condition.

8. The sale of this property is subject to all deed restrictions of record, as well as all visible easements, rights-of-way, or prescriptive rights whether or not of record.

9. The Vendee(s) shall enter into a contract for the payment of the balance of the purchase price and for faithful compliance in all respects with the Conditions of Sale.

10. Buyer(s) acknowledges the property is rented through April 2026 and agrees to take ownership subject to the existing lease.

This the 27th day of December, 2025 **I/WE**,_____ and
_____ do acknowledge that **I/WE** have purchased the
premises above described for the price or sum of
_____ Dollars, under and subject to
the foregoing Conditions of Sale which **I/WE**, shall comply.

Buyer

Buyer

We, Daniel K. Lapp and Ruthie E. Lapp, do hereby acknowledge that we have
received on this 27th day of December, 2025, from _____ the
sum of Fifty Thousand Dollars (\$50,000.00), towards the purchase price of the premises
herein above described.

By: _____
DANIEL K. LAPP

By: _____
RUTHIE E. LAPP

Legal Description of the Property of Daniel K. Lapp and Ruthie E. Lapp

ALL THAT CERTAIN tract, piece or parcel of land situated in the Township of Jackson, Northumberland County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin marking a common corner between lands of the herein described parcel and Parcel "B" of the Richard B. and Carol K. Warfel Subdivision dated September 18, 1982 and lands now or formerly of Ralph Rickert; thence along line of lands of Parcel "B", South 85 degrees 17 minutes 43 seconds East, 590.58 feet to an iron pin marking a corner of land of Parcel "B"; thence along the westerly line of Parcel "B", South 00 degrees 29 minutes 50 seconds West, 1000 feet to an iron pin marking a corner of lands of said Parcel "B"; thence along the same and through the right-of-way of T-359, South 00 degrees 59 minutes 50 seconds West, 251.86 feet to an iron pin marking a corner of lands of Parcel "A"; thence along the southerly line of Parcel "B", North 89 degrees 19 minutes 26 seconds East, 50 feet to an iron pin marking the southeasterly corner of Parcel "B"; said iron pin marking the southeasterly corner of lands of Michael Percoskie; thence along said lands of Percoskie, South 77 degrees 12 minutes 58 seconds East, 712.33 feet to an iron pin marking a corner of lands of said Percoskie; thence along same, South 74 degrees 45 minutes 12 seconds East, 33 feet to a 42-inch oak tree marking a corner of lands of said Percoskie; thence along same, South 78 degrees, 30 minutes 13 seconds East, 36.21 feet to a 48-inch twin hickory tree marking a corner of said lands of Percoskie; thence along same and through the right-of-way of S.R. 3010, South 79 degrees 42 minutes 39 seconds East, 253.64 feet to a railroad spike marking a corner of said lands of Percoskie; thence along line of lands of Parcel "C" of the Richard E. and Carol K. Warfel Subdivision and along the centerline of S.R. 3010, South 39 degrees 16 minutes 59 seconds West, 48.99 feet to a point in the centerline of S.R. 3010; thence along same, South 41 degrees 10 minutes 13 seconds West, 152.18 feet to a point in the centerline of S.R. 3010; thence along same, South 35 degrees 03 minutes 36 seconds West, 53.75 feet to a point in the centerline of S.R. 3010; thence along same, South 27 degrees 50 minutes 55 seconds West, 101.43 feet to a point in the centerline of S.R. 3010; thence along same, South 26 degrees 17 minutes 22 seconds West, 204.88 feet to a point in the centerline of S.R. 3010; thence along same, South 26 degrees 30 minutes 14 seconds West, 65.37 feet to a point in the centerline of S.R. 3010; thence along same, South 20 degrees 53 minutes 07 seconds West, 153.58 feet to a point in the centerline of S.R. 3010; thence along the centerline of S.R. 3010 ad through the right-of-way of S.R. 3010 and along lands of Parcel "C", South 27 degrees 36 minutes 26 seconds West, 140.72 feet to an iron pin in the northerly line of lands of Delbert E. Lenker and Ellen I. Lenker; thence along the northerly line of lands of said Lenker and through the right-or-way of S.R. 3010, North 61 degrees 40 minutes 41 seconds West, 286.17 feet to a railroad spike marking a common corner between lands of the herein described parcel, Delbert B. and Ellen I. Lenker and John T. and Mable Fraser; thence along the centerline of S.R. 3010 and along said lands of Fraser, North 88 degrees 39 minutes 34 seconds West, 65.28 feet to a point in the centerline of S.R. 3010; thence along same, North 86 degrees 18 minutes 25 seconds West, 151.96 feet to a point in the centerline of S.R. 3010; thence along same and along lands of Charles A. Miller and Sandra L. Miller, North 83 degrees 28 minutes 02 seconds West, 408.09 feet to a point in the centerline of S.R. 3010; thence along the centerline of S.R. 3010 and said lands of Miller, North 88 degrees 40 minutes 31 seconds

West, 111.28 feet to a point in the centerline of S.R. 3010; thence along same, South 78 degrees 37 minutes 32 seconds West, 96.40 feet to a point in the centerline of S.R. 3010; thence along same, South 68 degrees 49 minutes 45 seconds West, 82.57 feet to a point in the centerline of S.R. 3010; thence along same and along lands of Herndon Camp Meeting Association, South 64 degrees 15 minutes 36 seconds West, 292.19 feet to a point in the centerline of S.R. 3010; thence along same and lands of said Herndon Camp Meeting Association, South 66 degrees 13 minutes 59 seconds West, 114.52 feet to a point in the centerline of S.R. 3010; thence along the same, South 69 degrees 33 minutes 35 seconds West, 159.75 feet to a point in the centerline of S.R. 3010; thence along same, South 72 degrees 16 minutes 00 seconds West, 59.83 feet to a railroad spike in the centerline of S.R. 3010; said railroad spike marking the southeasterly corner of lands now or formerly of Reynold C. Feger and Lois L. Feger; thence through the right-of-way of S.R. 3010 and along the westerly line of lands now or formerly of said Feger, North 04 degrees 15 minutes 00 seconds West, 2,192.86 feet to a fence post in the southerly line of lands of the aforementioned Rickert, said fence post also marking the northeasterly corner of lands now or formerly of said Feger; thence along the southern line of lands now or formerly of said Rickert, North 87 degrees 30 minutes 00 seconds East, 252.45 feet to an iron pin; thence along same, North 64 degrees 30 minutes 00 seconds East, 503.25 feet to the point of BEGINNING.

EXCEPTING AND RESERVING THEREFROM 32.2 acres which Jacob G. Esch and Katie K. Esch, husband and wife, by Deed dated May 9, 1997 and recorded May 13, 1997 in the Office for the Recording of Deeds in and for Northumberland County, Pennsylvania, in Record Book 1102, Page 431, granted and conveyed unto Richard Scheib and Denise Scheib, husband and wife.