

**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, 929 Pottsville Street, Herndon, Pennsylvania, 17830, also known as Tax Parcel # 024-00-088-040,** pursuant to proper advertisement are as follows:

1. The property to be sold consists of 60 +/- acres on which consists of a 5 bedroom, 2 bath 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 March 18, 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;

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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 a contract for the payment of the balance of the purchase price and for faithful compliance in all respects with the Conditions of Sale.

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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

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

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

BEGINNING at a small pine and along land now or formerly of Nathan Brower, South $\frac{1}{4}$ degree East, 79.6 perches to a stone; thence South $\frac{3}{4}$ degrees East, 16.4 perches to stone; thence South $76\frac{3}{4}$ degrees East, 38.2 perches to hickory stump; thence South $81\frac{1}{4}$ degrees East, 2.2 perches to a maple stump; thence South $77\frac{1}{2}$ degrees East, 2 perches to a hickory stump; thence South $78\frac{3}{4}$ degrees East, 18 perches to stone; thence North $38\frac{1}{2}$ degrees East 17.6 perches to hickory; thence North $77\frac{1}{2}$ degrees East, 12.8 perches to post; thence South 81 degrees East, 17 perches to pine knot; thence due South 24 perches to pine knot; thence South $72\frac{3}{4}$ degrees East, 3.5 perches to pine knot; thence by land now or formerly of Hannah Reigle, North $47\frac{3}{4}$ degrees East, 13.7 perches to pine knot; thence North $44\frac{1}{2}$ degrees East, 6.9 perches to pine knot; thence by land now or formerly of George Starr , North $20\frac{1}{4}$ degrees West, 33.8 perches to stone; thence North 28 degrees East, 36.6 perches to hickory; thence by land now or formerly of Abraham Deppen, North $67\frac{3}{4}$ degrees West, 118.6 perches to stone; thence by land now or formerly of Nathan Brower, South $81\frac{1}{2}$ degrees West, 13.8 perches to place of BEGINNING.

CONTAINING 60 acres and 136 perches, more or less.

UNDER AND SUBJECT to rights-of-ways, easements, restrictions, covenants and other conditions of record or which a visible examination of the property would disclose.

BEING PARCEL NO. 024-00-088-040