

CONDITIONS OF SALE

The Conditions of the present public sale, being held the 21st day of February, 2026, at 11 o'clock a.m., are as follows:

1. **SELLER**: This sale is held on behalf of Glenn R. Myer, Executor of the Estate of Janet D. Myer, (hereinafter, collectively "Seller"), c/o Jeffrey P. Ouellet, Esquire Appel Yost LLP, 33 N. Duke Street, Lancaster, PA 17602, the present owner of the Property as hereinafter set forth.
2. **PROPERTY**: The Property to be sold is all that certain lot of land, with a single-family residence thereon erected, with a mailing address of 10 Carriage Road, Leacock Township, Lancaster County, Pennsylvania 17529, more fully described as Tax Assessment Account No: 350-66022-0-0000, comprised of a Deed dated July 27, 1990 and listed in the Lancaster County Recorder of Deeds Office as Deed Book 2962, Page 477, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A."
 - a. **INCLUSIONS**: Except as provided in b., below, 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; cook stoves attached to gas or water systems, and built-in ovens; 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; and any articles permanently affixed to the Property.
 - b. **EXCLUSIONS**: The following items are expressly excluded from the sale and will be removed from the Property by Seller prior to settlement, the Property to be restored to reasonable condition by Seller prior to settlement: None.
3. **ZONING**: 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 May 27, 1955, P.L. 258, §3, as amended and reenacted (21 P.S. §613).
4. **PURCHASE AND DOWN PAYMENT**: The highest bidder shall be the Purchaser upon the auctioneer announcing that the Property is sold. Thereafter, the Purchaser shall immediately sign and deliver to Seller the Purchaser's Agreement attached to these Conditions of Sale and pay down Thirty Thousand and 00/100 Dollars (\$30,000.00) of the purchase price to Seller, directly, or, at Seller's option, to Seller's attorneys, Appel Yost LLP, as security for performance of this Agreement. If any dispute arises among bidders, the Property shall immediately be put up for renewal of bidding.

5. **RESERVE/REJECTION OF BIDS**: The Seller reserves the right to reject any or all bids. Seller reserves the right to withdraw the Property from the sale and/or to adjourn the sale to a future date or dates.
6. **SALE NOT CONTINGENT ON FINANCING/SALE OF OTHER REAL ESTATE**: This sale of real estate shall NOT be contingent upon the Purchaser's ability to obtain financing for the purchase of the Property and shall NOT be contingent upon the sale of any other real estate owned by the Purchaser.
7. **SETTLEMENT; PAYMENT OF BALANCE OF PURCHASE PRICE**: The balance of the purchase money shall be paid at settlement, which shall be on or before **March 5, 2025**, (unless another time or place shall hereafter be agreed upon by the Seller and Purchaser), and which shall be held at the office of Appel Yost LLP, 33 North Duke Street, Lancaster, PA 17602, or at Purchaser's discretion, at the attorney or title insurance company selected by Purchaser, and who shall be paid by Purchaser the usual and customary fees for performing a title search and examination, conducting the closing for these premises, and issuing a title insurance policy for the Property.
8. **TITLE**: At settlement and upon payment of the balance of the purchase price to Seller, Seller shall convey to the Purchaser, by deed prepared at Purchaser's expense, title to said Property, free and clear of all liens and encumbrances not noted in these Conditions and the attached deed, but subject to any existing wall rights, easements, building or use 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. Possession shall be given to Purchaser at settlement.
9. **CONDITION OF PREMISES AND FIXTURES**: 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 of any kind for which full or partial recovery may be had under the Seller's or Purchaser's insurance, (c) damage which occurs after possession has been given to the Purchaser, or (d) any taking by eminent domain.
10. **DELIVERY OF DEED**: Formal tender of deed and purchase money is waived.
11. **COSTS**: The costs related to this public sale and the settlement on the Property shall be as follows:
 - a. Purchaser shall provide, be responsible for, and shall pay all costs of and relating to settlement, including but not limited to:
 - i. All required state and local realty transfer taxes.
 - ii. Any survey, if desired or required by Purchaser, other than a survey required to provide Seller with an adequate legal description.
 - iii. Any and all disbursement fees, escrow fees, service fees, or similar fees or costs, purported to be charged against Seller by any title company or attorney holding settlement for the Property, unless expressly contracted for in writing by the Seller.

- iv. The cost of any title search at regular rates, title insurance, certification of title, examination of title, and title company or settlement services.
- v. Preparation of other documents, including, but not limited to, deed, mortgage, and bill of sale for personal property, if any, and all fees incurred at settlement, including attorney 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.

b. Seller shall provide or pay for:

- i. Water and sewer rent, if any, through the earlier of the settlement date, or the date of prior delivery of possession to Purchaser.
- ii. A legally adequate description and preparing, obtaining, and/or recording releases or other documents or surveys reasonably required in order to make Seller's title to the Property insurable at regular rates by a title insurance company of Seller's choice licensed to do business in the Commonwealth of Pennsylvania.

c. Real estate taxes and any water and sewer rents upon the Property shall be apportioned on a fiscal basis to the earlier of the settlement date, or the date of prior delivery to Purchaser.

12. **INSURANCE**: Seller will continue in force the present fire insurance coverage until settlement. Purchaser is advised to insure his or her interest in the Property immediately until delivery of deed to the Purchaser, and in case of loss will credit on account of the purchase price at settlement any insurance collected or collectible (either by seller or any mortgagee or other loss-payee) therefor.

13. **EMINENT DOMAIN AND EASEMENTS**: 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; and that no part of the Property, except any part within utility reserve strips in developments or within legal limits of highways, is subject to any currently used or enforceable easement for any sewer, gas or water main, petroleum products pipeline, public storm sewer, or underground electric or telephone cable not apparent upon reasonable physical inspection, except as noted in these Conditions and the attached Deed.

14. **NO REPRESENTATIONS OR WARRANTIES BY SELLER; SELLER'S PROPERTY DISCLOSURE STATEMENT**: Seller has attached hereto a completed Seller's Property Disclosure Statement, a copy of which is attached hereto and incorporated herein by reference as Exhibit "B", of which Purchaser acknowledges receipt. Notwithstanding, it shall be expressly understood between the parties hereto that the Property has been inspected by Purchaser or Purchaser's agent and that the same is being purchased as a result of such inspection and not as a result of any representations made by Seller or any selling or other agent of Seller, and that Purchaser is purchasing the Property "**AS IS, WHERE IS, AND WITH ALL FAULTS,**" without any obligation on the part of Seller and with no warranty as to structural or functional soundness of buildings, fixtures, sewage system, and/or water supply. Seller has no knowledge

that the Property contains any hazardous or toxic substances which would require remediation, but has made no independent investigation to that effect. Therefore, Seller makes no representation or warranty to Purchaser, express or implied, that the Property is free from hazardous or toxic substances, material or wastes which are or become regulated by any federal, state, or local governmental authority or that the Property is in compliance with any federal, state, or local environmental laws or regulations.

15. **LEAD WARNING STATEMENT FOR PROPERTIES BUILT PRIOR TO 1978:** 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 Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

The residence on the Property was built prior to 1978, and so lead-based paint may be present in the residence. Seller has no records or reports nor knowledge pertaining to lead-based paint and/or lead-based paint hazards in or about the residence. By signing the attached Purchaser's Agreement, Purchaser acknowledges receipt of the attached booklet Protect Your Family from Lead in Your Home and waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

16. **SUMMARY OF CONDITIONS:** 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.
17. **DEFAULT:** In case of non-compliance by the Purchaser with these conditions or Purchaser's failure to settle for any reason, the Seller, in addition to all other remedies provided by law, shall have the option either (a) to receive the Purchaser's down payment money from escrow 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 receiving from escrow the down payment money paid hereunder as security for or toward payment of any such loss. The said time for settlement and all other times or obligations of this agreement are hereby agreed to be of the essence of this agreement. If the Seller is unable to give title to the Property as required herein, the Purchaser's sole remedy shall be to (1) take such title as Seller can give, or (2) require Seller to return all payments, whereupon all further obligations of the parties under these Conditions shall terminate.

18. **PARTIES BOUND:** These Conditions of Sale and the Purchaser's Agreement made hereunder shall be binding upon the parties hereto and their respective heirs, successors, personal representatives and assigns. All references to the highest bidder, Buyer or Purchaser contained herein shall be deemed to refer to all Purchasers, jointly and severally, whether referred to in the singular or plural or masculine or female form.
19. **ENTIRE AGREEMENT:** This Agreement represents the entire 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 this Agreement. 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:

JANET D. MYER ESTATE

By _____
Glenn R. Myer, Executor

Date: _____, 2025

Jeffrey P. Ouellet, Esquire
Appel Yost, LLP
33 N. Duke Street
Lancaster, PA 17602
Phone: 717.394.0521
E-mail: jeffo@appelyost.com

PURCHASER'S AGREEMENT

The undersigned, as Purchaser, intending to be legally bound hereby, acknowledges that Purchaser has examined the Conditions of Sale attached hereto available for inspection prior to sale of the Premises, and agrees to be bound by the full terms thereof, further acknowledging that only a summary of the Conditions was read prior to commencement of bidding for the Premises.

Purchaser agrees to purchase the Property mentioned in the foregoing Conditions, subject to said conditions for the sum of _____ Dollars (\$ _____), and if Purchaser shall acquire possession of the premises before payment of the purchase money and shall fail to make payment when due, Purchaser authorizes any attorney to appear for Purchaser in any court and, to the extent and under the conditions, if any, then permitted or prescribed by law, confess judgment in ejectment against Purchaser, in favor of the Seller or the latter's assigns, for possession of said premises, and direct the issuing of a writ of possession, with clause or writ of execution for costs; hereby waiving all irregularities, notice, leave of court, present or future exemption laws, and right of appeal.

Witness my/our hand(s) and seal(s) this _____ day of _____, 2025.

WITNESS:

_____(SEAL)
PURCHASER
Printed name: _____

_____(SEAL)
PURCHASER
Printed name: _____

Address: _____

Phone: _____

Email: _____

RECEIPT

Received of purchaser on above date, as down payment on account of the above purchase price, the sum of _____
_____ Dollars (\$_____).

SELLER:

JANET D. MYER ESTATE

By _____
Glenn R. Myer, Executor

Date: _____, 2025

Jeffrey P. Ouellet, Esquire
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Lancaster, PA 17602
Phone: 717.394.0521
E-mail: jeffo@appelyost.com

EXHIBIT "A"

EXHIBIT "B"