

CONDITIONS OF SALE

The conditions of the present public sale are as follows:

1. The highest bidder shall be the Buyer upon the property being struck off to that bidder. Immediately thereafter such bidder must sign Buyer's Acceptance which is part of these conditions. Further, Buyer shall immediately pay down **FORTY THOUSAND AND 00/100 (\$40,000.00)** of the purchase money as security for the performance of this Agreement. If any dispute arises among the bidders, such dispute shall be raised immediately; and the property shall immediately be put up for renewal of bidding. The right is reserved to reject any and all bids.

2. Buyer shall pay the balance of the purchase money on or before **JUNE 16, 2026**, unless otherwise agreed upon between the parties. Upon said payment, Seller will convey to Buyer, by Deed prepared at Buyer's expense, fee simple title to the property, good and marketable, free and clear of all liens and encumbrances not noted on these conditions, but subject to any existing easements, building or use restrictions, encroachments of any kind within the rights of way of public streets or roads, zoning regulations, other municipal ordinances, and present or future rights of public authorities with respect to public highways. Buyer assumes risk of ordinary wear and tear, of any item covered by Seller's or Buyer's insurance, or of anything which occurs after Buyer has been given the right of possession.

3. Should Buyer fail to comply with these conditions, Seller shall, in addition to other remedies provided by law, have the option either (a) to retain Buyer's down-payment as liquidated damages regardless of whether, or on what terms, the property is resold or (b) to resell the property at public or private sale, with or without notice to Buyer, and to retain any advance in price or to hold the present buyer liable for any loss resulting from such sale, meanwhile holding the down-payment as security for or toward payment of any such loss.

4. All buildings, improvements, rights, liberties, privileges and the appurtenances thereto belonging are included in the sale as well as electric, heating, plumbing and water fixtures and systems; refrigerator; dishwasher, washer and dryer; stoves; pool equipment, and any articles permanently annexed to the property not specifically mentioned. No other personal property being sold at this sale is included with the real estate.

5. Seller agrees to continue in force the present fire insurance until delivery of Deed or possession to Buyer, whichever shall first happen; and any money collected or to be collected on account of loss or damage occurring after this date and before delivery of Deed or possession shall be credited upon the purchase money. If the amount of insurance is not satisfactory to Buyer, Buyer may increase the amount at Buyer's own expense, insuring Buyer's interest therein.

6. Possession shall be given to Buyer on date of settlement.
7. Formal tender of Deed and purchase money are waived.
8. Real estate taxes shall be prorated on a fiscal year basis.
9. All Real Estate Transfer Taxes shall be paid by Buyer.

10. The property is being sold **“AS IS”**. This clause shall survive the deed and settlement.

11. The property is serviced by an on-lot septic system and well water.

12. There is no currently existing community sewage system available for the subject property. 35 P.S. Section 750.7 of the Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter, repair, or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a permit. Buyer is advised by this notice that, before signing these Conditions of Sale, Buyer should contact the local agency charged with administering the Act to determine the procedure and requirements for obtaining a permit for installing, repairing, etc. an individual sewage system, if one has not already been obtained. The local agency charged with administering the Act will be the municipality where the property is located or that municipality working cooperative with others.

13. **Lead-Based Disclosure and Waiver of “Risk Assessment”**. This notice and waiver is provided under the requirements of regulations of the United States Environmental Protection Agency, 24 C.F.R. Part 35, and 40 C.F.R. Part 745.

(a) Every buyer of any interest in real estate on which a dwelling was built prior to 1978 is notified that the Property may present exposure to lead from lead-based paint which could 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.

(b) 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 to notify the buyer of any known lead-based paint hazards. The Seller has no knowledge of lead-based paint or lead-based paint hazards. The Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards for this Property.

(c) Since prospective Buyer have had an opportunity to contact the Seller and make their own inspection and risk assessment prior to this auction, the Buyer of this Property waives any rights set forth in the “Residential Lead-Based Paint Hazard Reduction Act of 1992” and any regulations concerning that Act including the right to require a risk assessment after this auction, to rescind this Agreement, or to be provided with a pamphlet about the dangers of lead poisoning. By signing these Conditions of Sale, the Buyer will also release the Seller from all liability of the Seller set forth in this Act and regulations, including treble damages, attorney fees, and any civil or criminal penalties. The Buyer agrees to accept the property “as is” regarding lead-based paint and any lead-based paint hazards.

(d) 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.

14. The property to be sold is located at 77 Paradise Lane, Ronks, PA 17572 and is described as follows:

PARCEL NO. 1:

ALL THAT CERTAIN tract of land, having thereon erected a ranch type dwelling house, situated in the Township of Paradise, County of Lancaster and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at the southeast corner thereof, an iron pin at a corner of land now or late of Elam R. King and wife and land of Aaron L. Shirk; thence extending by land of Aaron L. Shirk, South seventy-nine (79) degrees twenty (20) minutes East, one hundred fourteen (114) feet to an iron pin; thence by land now or late of Elam R. King and wife, North three (3) degree ten (10) minutes West, two hundred sixty-seven and seventy hundredths (267.70) feet to an point in or near the middle of Pequea Creek, having crossed an iron pin set at the south side of the Creek twenty-five (25) feet from said point in the Creek; thence along in Pequea Creek South sixty- nine degrees (69) forty-five (45) minutes East, one hundred twenty-five (125) feet to a point in the Creek; thence by land now or late of Charles E. Wenger, crossing an iron pin on the south side of the Creek; South two (2) degrees thirty-five (35) minutes East, two hundred three and twenty hundredths (203.20) feet to the place of BEGINNING.

CONTAINING Six Hundred Twenty-five thousandths (0.625) acres.

BEING THE SAME PREMISES WHICH Mervin B. King and Carol L. King, husband and wife by their Deed dated February 12, 1971 and recorded February 16, 1971 in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania in Record Book S, Volume 60, Page 1077 granted and conveyed unto Galen H. Stoltzfus and Joanne U. Stoltzfus, their heirs and assigns, as tenants by the entireties.

PARCEL NO. 2:

ALL THAT CERTAIN lot of unimproved land to be joined in common and become part of other lands of the Grantees herein, situated North of Paradis Lane (LR 36028) in Paradise Township, Lancaster County, Pennsylvania, as shown as Lot A on a Lot Add On Plan prepared by Ranck and Lake, Engineers and Surveyors, New Holland, Pennsylvania, recorded in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania, in Subdivision Plan Book J-133, Page 20, bounded and described as follows:

BEGINNING at the Southwest corner, a one-half (1/2) inch iron pipe found, being the Northwest corner of lands now or late of Aaron L. Shirk and being on line of lands of the Grantors herein; thence along lands of the Grantors the following three courses and distances: (1) North fourteen (14) degrees twenty-six (26) minutes thirty-nine (39) seconds West, two hundred sixty-seven and fifty-six hundredths (267.56) feet to an one and one-half (1/2) inch iron pipe found: (2) North sixty-eight (68) degrees twenty-one (21) minutes eight (8) seconds East, one hundred ninety and twelve hundredths (190.12) feet to a point in Pequea Creek; thence (3) along in said Creek, South eight-four (84) degrees twenty-eight (28) minutes forty-four (44) seconds East, seventy-six and eighty-one hundredths (76.81) feet to a point in Creek, being the Northwest corner of lands of the Grantees herein; thence (4) along said lands of the Grantees, South six (6) degrees fifty-seven (57) minutes twenty-four (24) seconds East, two hundred sixty-seven and seventy hundredths (267.70) feet to an one (1) inch iron pipe found on line of

lands now or late of Galen Stoltzfus; thence (5) along said lands of Stoltzfus, following a fence line South seventy-five (75) degrees thirty-seven (37) minutes three (3) seconds West, two hundred twenty-five and ninety-three hundredths (225.93) feet to the point of BEGINNING.

CONTAINING one and fifty-seven hundredths (1.57) Acres.

BEING THE SAME PREMISES WHICH Elam R. King and Miriam Z. King, husband and wife, by their Deed dated June 17, 1983 and recorded September 19, 1983 in the Recorder of Deeds for Lancaster County, Pennsylvania in Record Book Q, Volume 87, Page 44, granted and conveyed unto Galen H. Stoltzfus and Joanne U. Stoltzfus, husband and wife, their heirs and assigns, as tenants b the entireties.

AND THE SAID Galen H. Stoltzfus passed away on _____ vesting title solely unto Joanne U. Stoltzfus.

AND THE SAID Joanne U. Stoltzfus a/k/a Joanne Una Stoltzfus died testate on January 19, 2026 wherein her estate was duly probated and remaining of record in the Register of Wills Office of Lancaster County, Pennsylvania, to File No. 36-2026-00432, wherein David H. Stoltzfus was appointed as Executor to whom Letters were granted.

AND THE SAID David H. Stoltzfus, as aforesaid, does covenant, promise and agree that he has not done, committed, or knowingly or willing suffered to be done, or committed any act, matter or thing whatsoever whereby the premises hereby conveyed is, are, shall, or may be impeached, charged or encumbered in title, charge, estate or otherwise, however.

SELLER:

**ESTATE OF JOANNE U. STOLTZFUS
a/k/a JOANNE UNA STOLTZFUS**

DAVID H. STOLTZFUS, EXECUTOR

BUYER'S ACCEPTANCE

The undersigned Buyer/s, having agreed to purchase the real estate mentioned in the foregoing Conditions subject to said Conditions, executes the Buyer's Acceptance and agrees that it shall be binding upon Buyer/s and the heirs, legal representatives, successors and assigns of Buyer/s.

Should possession of the premises be acquired by Buyer/s before payment of the purchase money, and should Buyer/s fail to make payment when due; Buyer/s authorize/s the Prothonotary or any Court of Record to appear for Buyer/s in any Court of Record and confess judgment in an amicable action of ejectment against Buyer/s in favor of Seller or the latter's assigns for the possession of said premises and directs the issuing of a writ of possession with writ of execution for costs, waiving all irregularities, without notice, without asking leave of Court, waiving present or future exemption laws and waiving the right of appeal.

The sum Buyer/s has/have agreed to pay as a purchase price is _____
_____ (\$ _____) Dollars
with a down-payment toward the purchase price of Forty-thousand and 00/100 (\$40,000.00) Dollars.

EXECUTED this _____ day of _____, 2026.

WITNESS:

Buyer

Buyer

Printed Name/s of Buyer/s: _____

Address of Buyer/s: _____

Telephone No.: _____

Email: _____

RECEIPT

Received from above Buyer/s, on the date above mentioned on account of the purchase price the sum of Forty-Thousand and 00/100 (\$40,000.00) Dollars.

BY: _____