

CONDITIONS OF PUBLIC SALE

The following Conditions of Public Sale are hereby made by Jeffry L. Fry, Executor of the Estate of James R. Showers on this 12th day of August 2022:

1. **PROPERTY:** The property to be sold ("Property") is described in accordance with Exhibit A, attached hereto and made a part hereof.
2. **ZONING:** The property is being sold subject to all building restrictions, easements, covenants of record, and all municipal and state legislation regarding zoning and assessments. Purchaser affirms that he/she has found zoning to be suitable for his/her intended purposes and that zoning shall not be a condition precedent to purchase.
3. **BIDDING:** The property shall be exposed by the Seller to public auction, **SUBJECT TO A RESERVE BID**, and Seller reserves the right to refuse, reject or counter, any or all bids submitted and to withdraw the property from public auction at any time in Seller's sole discretion. Bids for the property shall be submitted in a manner to be determined by the Auctioneer. When the property is struck down to a Purchaser by the auctioneer, that Purchaser shall immediately make a **non-refundable deposit** forthwith in the amount of ten percent (10%) of the purchase price, by cash, cashier's check, certified check or credit card.
4. **SETTLEMENT:** The balance of the purchase money shall be due and payable forty-five (45) days from the date of sale, at Colgan & Associates, LLC, 611 Gettysburg Pike, Suite 201, Mechanicsburg, Pennsylvania, at which time the Seller shall deliver a good and sufficient deed of conveyance containing a covenant of special warranty. Formal tender of the deed is hereby waived by the Purchaser(s) and time is deemed to be of the essence of this contract.
5. **TITLE:** Upon full payment, the Seller shall convey to the Purchaser by Special Warranty Deed, good and marketable fee simple title to said property, free and clear of all liens and encumbrances not noted in these Conditions of Sale, but subject to building and use restrictions, ordinances, easements, zoning or land subdivision regulations, rights of public service companies, rights or other non-monetary encumbrances either of record or visible upon inspection.
6. **CONDITION OF PROPERTY:** **The property is sold "as is"**, and the Seller makes no other warranties as to the condition of said property. Seller does not have any knowledge of any environmental hazards on said property. At settlement the property shall be in substantially the same condition as at present, except for the following:
 - (a) damage caused by an act of nature, fire or vandalism; or
 - (b) damage that occurs after possession has been given to Purchaser; or
 - (c) any taking by eminent domain.

_____ (initials of Purchaser).

7. **TRANSFER TAXES:** The payment of realty transfer taxes will be divided equally between Seller and Purchaser
8. **REAL ESTATE TAXES:** Annual real estate taxes shall be pro-rated to date of settlement or prior delivery of possession on a fiscal year basis.
9. **FIXTURES:** At settlement, the premises and all its appurtenances and fixtures shall be in substantially the same condition as at present, except for the following: ordinary reasonable wear and tear; damages of any kind for which full or partial recovery maybe had under the Seller's or Purchaser's insurance; damages of any kind occurring after possession of premises has been given to the Purchaser; damages arising from any condition of the premises existing on the sale date; and, damages arising from any taking of the premises by eminent domain.
10. **SURVEY:** Any survey requested or desired by Purchaser shall be paid Purchaser.
11. **WELL AND SEPTIC:** Seller represents that there is a septic tank connected for the house on the property. It is not known when the septic tank was installed. It was pumped in June 2022. Seller hereby makes no representation or warranty about the condition of the septic tank. Purchaser is advised that this residence does not have a well and a well will need to be installed to provide water service to the property. Seller makes no representation or warranty about the availability of any source of water for the property.
12. **LEAD BASED PAINT DISCLOSURE:** 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 intelligent quotient, behavioral problems, and impaired memory. Lead poisoning also poses a significant 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. This property was originally built prior to 1978, so lead-based paint and lead-based paint hazards may be present in the housing. Seller has no reports pertaining to lead-based paint or lead-paint hazards.
13. **INTENT:** This Agreement represents the entire Agreement between the parties, and any representations concerning the premises, 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.

ACCEPTANCE

I/We have become the PURCHASER of the property described in Exhibit A, situate in West Donegal Township, Lancaster County, for the total price of _____, and simultaneously herewith deliver \$_____ (10% of the purchase price) and accept all the Conditions of Sale as stated herein.

PURCHASER

PURCHASER

WITNESS:

Timothy J. Colgan, *Esquire*
Colgan & Associates, LLC
611 Gettysburg Pike
Suite 201
Mechanicsburg, PA 17055

SELLER: Jeffrey L. Fry, Executor

Dated: _____