

**Randall K. Miller, Esquire**  
**659 E. Willow Street**  
**Elizabethtown, PA 17022**  
**Phone: 717.371.4843**

**419 North Hanover Street, Elizabethtown, PA 17022**

**Parcel # 250-70891-0-0000**

**Elizabethtown Borough**  
**Lancaster County, Pennsylvania**

**CONDITIONS OF PUBLIC SALE**

The conditions of public sale are as follows:

1. **THE PROPERTY** to be sold includes the land and improvements erected thereon located in the Borough of Elizabethtown, known as **419 North Hanover Street, Elizabethtown, PA 17022**, and is described on the attached exhibit.
2. **THE HIGHEST BIDDER** shall be the Purchaser when the property is struck off by the Auctioneer, and that bidder shall immediately sign the Agreement which is a part of these Conditions. If any dispute arises among bidders, the property may immediately be offered for renewal of bidding.
3. **A NON-REFUNDABLE DOWN PAYMENT OF TEN PERCENT (10%)**, of the purchase price shall be paid by the Purchaser at the signing of this agreement.
4. **THE BALANCE OF THE PURCHASE PRICE** shall be paid on or before **December 26, 2022 (45 days from auction)**, at settlement to be held at the office of Randall K. Miller, Esquire, 659 E. Willow Street, Elizabethtown, PA 17022, (unless some other time and place is mutually agreed upon).
5. **GOOD AND MARKETABLE TITLE** shall be conveyed by the Seller to the Purchaser at settlement by deed prepared at the Purchaser's expense. The property shall be free and clear of all liens and encumbrances not noted in these Conditions, but subject to building or use restrictions, zoning and land subdivision regulations and any easement which is apparent upon reasonable physical inspection.

6. **THE CONDITION OF THE PROPERTY** at settlement shall be substantially the same as at present, except for damage of any kind for which full or partial recovery may be had under the Seller's or Purchaser's insurance and except for damage which occurs after possession has been given to Purchaser. Seller makes no other warranty as to any condition or any environmental matter. The property is sold "**as is**". The Seller will maintain the present fire insurance coverage until settlement and, in case of loss, will credit on account of the purchase price at settlement and insurance collected or collectable therefore.

7. **FORMAL TENDER** of deed and purchase money are waived.

8. **REAL ESTATE TRANSFER TAXES** shall be paid by the Purchaser

9. **REAL ESTATE TAXES** will be apportioned to the date of settlement on a fiscal year basis.

10. **BUYER'S PREMIUM** of 3% shall be added to the purchase price (highest accepted bid) and shall be paid by the purchaser at settlement.

11. **SEWER AND WATER** (if applicable) will be prorated as of date of settlement.

12. **POSSESSION** shall be given to Purchaser at settlement.

13. **ZONING:** The parties acknowledge that no representation whatsoever is made concerning zoning of the premises, or the uses of the premises that may be permitted under local ordinances, and that Purchaser has satisfied himself that the zoning of premises is satisfactory for his contemplated use thereof. Purchaser hereby waives any applicable requirement for Seller to provide a certification of zoning classification prior to settlement pursuant to Disclosure Act of July 27, 1955, P.L. 288, §3, as amended and reenacted (21 P.S. §613). If Purchaser's intended use requires any federal, state, or local permits or inspections, including, but not limited to, use or occupancy permits, Purchaser is responsible for obtaining such permits or inspections at Purchaser's expense.

14. **RESERVATION** - Seller reserves the right to reject any or all bids.

## 15. DEFAULT -

- (a) If the purchaser shall default in performing any act herein required by the date specified, the Seller, by written notice to the Purchaser after such default, may fix a deferred time, not less than fourteen (14) days distant, for performance of defaulted act, and may make performance by such deferred date "of the essence of the contract;"
- (b) If the Seller is unable to give the title as provided herein, the Purchaser may elect either
  - (i) to take such title as Seller can give, or
  - (ii) to require Seller to return to Purchaser all payment including any note given to Seller on account of the purchase price, and to reimburse Purchaser for all costs of searching title, appraisals, inspections and preparation of deed, mortgage and other settlement papers which Purchaser reasonably may have incurred, upon which return and payment all further obligations of both Seller and Purchaser under this agreement shall terminate; and
- (c) In case of non-compliance by the Purchaser with these Conditions, the Seller, in addition to all remedies provided by the law, shall have the option either;
  - (i) to retain the Purchaser's down money as liquidated damages regardless of whether or not, or on what terms, the property is resold, or
  - (ii) to resell the property at public or private sale, with or without notice to the present Purchaser or any sureties and to retain any advance in price, or hold the present Purchaser and any sureties liable for any loss, resulting from such resale, meanwhile holding the down money paid hereunder as security for or toward payment of any such loss.

16. **PARTIES BOUND** - The terms "Seller" and "Purchaser" include all those who sign in those capacities and this agreement shall be binding upon their heirs, successors and assigns.

**WITNESS:**

\_\_\_\_\_

**SELLER:**

\_\_\_\_\_  
**CHARLES R. KELLER**, by his  
Agent-in-Fact, **CARMELLA L. SAUDER**

Date: \_\_\_\_\_

## **PURCHASER'S AGREEMENT**

The undersigned Purchaser(s) agree(s) to purchase property, located at **419 North Hanover Street, Elizabethtown, PA 17022**, the real estate mentioned in the foregoing Conditions of Sale, subject to those conditions, for the sum of:

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_);  
and if the undersigned acquires possession of the premises before payment of the purchase money and shall fail to make payment when due, any attorney is authorized to appear for the undersigned in any court and, to the extent and under the conditions, if any, then permitted by law, confess judgment in ejectment against the undersigned, in favor of the Seller or the Seller's assigns, for possession, with cause or writ of execution for costs; the undersigned hereby waiving all irregularities, notice, leave of court, present or future exemption laws, and right to appeal.

WITNESSES:

PURCHASER(S):

\_\_\_\_\_

\_\_\_\_\_  
Purchaser's signature

\_\_\_\_\_  
Purchaser (please print)

\_\_\_\_\_

\_\_\_\_\_  
Co-Purchaser's signature

\_\_\_\_\_  
Co-Purchaser (please print)

\_\_\_\_\_  
Purchaser's daytime telephone number

Date: \_\_\_\_\_

## **RECEIPT**

Received of Purchaser on \_\_\_\_\_ day of November, 2022, as down money on account of the above purchase price, the sum of \$ \_\_\_\_\_ Dollars on behalf of the Seller.

\_\_\_\_\_  
Randall K. Miller, Esquire

## **LEGAL DESCRIPTION**

ALL THAT CERTAIN lot or piece of land with dwelling thereon erected known as 419 North Hanover Street, situated in the Borough of Elizabethtown, County of Lancaster and State of Pennsylvania, and known as Lot No. 5 on the plan of lots laid out by Frank W. Groff, said plan known as Sunny Side Heights, and bounded and described as follows:

CONTAINING in front on the East side of North Hanover Street sixty (60) feet and extending in depth of that width one hundred seventy (170) feet to other lots, now or late, of the estate of the said Frank W. Groff.

BOUNDED on the North by Lot No. 6; on the East by other premises, now or late, of the estate of the said Frank W. Groff; on the South by Lot No. 4, now or late, of Nellie O. Balmer; and on the West by North Hanover Street.