CONDITIONS OF SALE

FOR THE REAL ESTATE OF THE ESTATE OF ANNAMAE TROUTMAN

The Conditions of Sale for the Real Estate of **THE ESTATE OF ANNAMAE TROUTMAN**, being held this 15th day of August, 2025, are as follows:

1. The **PROPERTY** being sold is all that real estate, with improvements thereon, located in Tulpehocken Township, Berks County, Pennsylvania, known as 9 W. Market Street, Myerstown, PA 17067, having a Parcel Identification No. of 86430906483855, with a deed recorded in the Office of the Recorder of Deeds of Berks County at Deed Book 1498, Page 337, and more particularly described in the attached "Exhibit A".

2. The highest approved bidder shall be the purchaser upon the property being struck off to him, and he shall immediately sign the Purchaser's Agreement on these Conditions of Sale, and pay a deposit of **ten percent (10%)** of the purchase price as security for the performance of this agreement. **The deposit shall be held in escrow by Steiner and Sandoe, Attorneys at Law, LLC until consummation of this transaction (settlement)**. If any dispute arises among bidders, the property shall immediately be put up for renewed bidding.

3. The balance of the purchase price shall be paid at consummation (settlement) to be held at the offices of Steiner & Sandoe, Attorneys at Law, LLC, 36 West Main Avenue, Myerstown, PA, 17067, **on or before** 45 days, unless some other time or place is agreed upon by the seller and purchaser.

4. Upon payment of the purchase price in full, the seller shall convey title to the property to purchaser by special warranty deed. If the purchaser obtains an attorney certification of title or purchases title insurance, seller shall convey title that is good and marketable. Title shall be free and clear of all liens and encumbrances not noted in these conditions, but subject to any easements, visible or of record, rights-of-way, building or use restrictions, and zoning or land subdivision regulations. At consummation (settlement) the property and all of its appurtenances and fixtures shall be in substantially the same condition as at present, except for any damage of any kind for which full or partial recovery may be had under the seller's or purchaser's insurance, or any taking by eminent domain. Formal tender of deed and purchase money are waived.

5. The cost of any title search, certification or insurance is the responsibility of the purchaser.

6. The cost of preparation of the deed, acknowledgements to the deed and recording fees are the responsibility of the purchaser. All state and local realty transfer taxes shall be paid by the purchaser. Real estate taxes shall be pro-rated to the date of consummation (settlement). Water and sewer rates and other lienable utilities shall be paid by the seller to the date of consummation (settlement). Any fees, including tax or utility certification fees for services which the seller has not specifically engaged, shall be paid by purchaser. Seller will not be responsible for any testings or inspections required by any lending institution.

7. The property is being sold "as is".

8. Purchaser acknowledges receipt of a completed Seller's Property Disclosure form made available prior to and on the day of the sale.

9. Possession will be given to the purchaser at the time of consummation (settlement).

10. The seller reserves the right to reject any or all bids, and withdraw the premises from sale.

11. The purchaser acknowledges that his obligation under these Conditions of Sale is **NOT** conditioned upon its ability to obtain any financing of the purchase price.

12. (a) If Purchaser breaches its duties under the Purchaser's Agreement or fails to otherwise complete this transaction without excuse acceptable to Seller, Seller, in addition to all other remedies provided by law, shall have the option to either:

(1) retain the Purchaser's deposit as liquidated damages; or

(2) resell the Property at public or private sale while holding the Purchaser's deposit; Purchaser shall be liable to Seller for any loss resulting from such resale.

(b) If Seller breaches its duties under this Agreement or fails to otherwise complete this transaction, Purchaser, in addition to all other remedies provided by law, and in addition to the return of all its deposit, shall have the option either to:

(1) sue for actual and consequential damages; or

(2) sue for specific performance under the terms of this Agreement

13. Special conditions:

a. If the property is subject to any preferential tax assessment such as "Clean and Green," and if the purchaser after consummation (settlement) causes a violation of the preferential assessment, purchaser shall be solely responsible for the payment of all roll-back taxes, interest and penalties and shall indemnify seller from same.

PURCHASER'S AGREEMENT

We, the undersigned, being the Seller and the Purchaser of the real estate mentioned in the foregoing Conditions of Sale, hereby declare and agree that _____ of _____ (telephone #_____), has/have become the Purchaser of the aforesaid premises for the sum of _____ Dollars and that the sum of _____ Dollars has been paid to Steiner and Sandoe, Attorneys at Law, LLC to be held in escrow for the benefit of the undersigned Seller, the receipt of which is hereby accepted by way of deposit, and in part payment of the said purchase price.

If the Purchaser or persons claiming under the Purchaser, shall take possession of the premises or any part thereof, prior to the time of consummation (settlement), and thereafter default in the payment of the purchase price, or in the performance of any other conditions of sale, the Purchasers do hereby authorize any attorney of any court of record in Pennsylvania, to appear for them and confess judgment in an amicable action of ejectment for the recovery of possession of said premises, against the said Purchaser, or other person or persons in possession of said premises, or any portion thereof, and in favor of the Seller of said premises, and direct the issuing of a writ of possession, with clause of fieri facias for costs, waiving all irregularities, without notice, and without asking leave of court.

Witness our hands and seals this 15th of August, 2025.

SELLER:
Annamae Troutman Estate

By_____
Tina Craft, Co-Executrix

By_____
Dianna Fry, Co-Executrix

PURCHASER:

X_____(OR ASSIGNS)
Printed Name: _____

X_____(OR ASSIGNS)
Printed Name:_____

EXHIBIT 'A'

ALL THAT CERTAIN messuage, tenement and lot of ground with the appurtenances, situate in the Village of Mt. Aetna, Tulpehocken Townhip, Berks County and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING on corner of Chestnut and Market Streets; thence along Market Street, 33 feet to property now or late of David R. Line; thence along property now or late of David R. Line to Cherry Alley, 198 feet; thence along said Alley, 33 feet to said Chestnut Street; thence along said Chestnut Street, 198 feet to the place of **BEGINNING.**

CONTAINING in front on Market Street, 33 feet, and in depth of equal width, 198 feet.

BEING THE SAME PREMISES which Richard R. Troutman and Catherine M. Troutman, his wife, by Deed dated November 14, 1966 and recorded on November 18, 1966 in the Office of Recorder of Deeds in and for the County of Berks, Pennsylvania, in record Book 1498, Page 337, granted and conveyed unto Gerald L. Troutman and Annamae Troutman, his wife

AND THE SAID Gerald L. Troutman died to wit: October 23, 2023, whereby under the laws of the Commonwealth of Pennsylvania, relating to tenancy by the entireties, entire fee vest in Annamae Troutman, widow, Grantor herein