

## CONDITIONS OF SALE

### FOR THE REAL ESTATE OF MATTHEW C. BLATT AND LEAH S. BLATT

The Conditions of Sale for the Real Estate of **MATTHEW C. BLATT and LEAH S. BLATT**, being held this 13<sup>th</sup> day of May, 2026, are as follows:

1. The **PROPERTY** being sold is all that real estate, with improvements thereon, located in Bethel Township, Berks County, Pennsylvania, known as 9450 Lancaster Avenue, Bethel, PA 19507, having a Parcel Identification No. of 30349300428876, with a deed recorded in the Office of the Recorder of Deeds of Berks County at Instrument No. 2022030923, 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. 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, Purchaser shall forfeit his down payment to Seller, and Seller has the right to resell the property at public or private sale and 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.

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 13<sup>th</sup> of May, 2026.

**SELLER:**

\_\_\_\_\_  
Matthew C. Blatt

\_\_\_\_\_  
Leah S. Blatt

**PURCHASER:**

X \_\_\_\_\_ (OR ASSIGNS)  
Printed Name: \_\_\_\_\_

X \_\_\_\_\_ (OR ASSIGNS)  
Printed Name: \_\_\_\_\_

**EXHIBIT 'A'**

**ALL THAT CERTAIN** tract of Blue Mountain timberland, situate in the Township of Bethel, County of Berks and Commonwealth of Pennsylvania, located on the North side of the public road from Bethel to Pine Grove, and about 4 miles North of Bethel, bounded and described as follows, to wit:

**BEGINNING** at a spike in said road, said point being 65 feet West of the middle of the inlet end of the pipe culvert under the above public road adjacent thereto; thence in and along said road, North 79 degrees 7 minutes West, 220.00 feet to a point; thence along land of Clayton Boltz, North 5 degrees 15 minutes East, 422.00 feet, more or less, to a stone on the South side of a 40.00 feet wide access road from the above named public road; thence along said road, South 87 degrees 13 minutes East, 225.00 feet to a point in another access road; thence along other land of which this was a part, South 5 degrees 51 minutes West, and passing through a set stone on line at 60.00 feet a total distance of 464.00 feet, more or less, to the place of **BEGINNING**.

**CONTAINING** 2.112 acres of land more or less.

**FREE, CLEAR OF AN NO LONGER SUBJECT TO THE RESTRICTION** or covenant running with the land, which was created by the parties hereto in the prior Deed, that there can be no piped water under pressure provided to the home and no longer subject to the necessity that further planning would be required in the event that the usage of the lot were to change.

**BEING THE SAME PREMISES** George F. Kuba, Jr. and Tamara J. Kuba, husband and wife, by Deed dated July 29, 2022 and recorded on August 1, 2022 in the Office of Recorder of Deeds in and for the County of Berks, Pennsylvania, at Instrument No. 2022030923, granted and conveyed unto Matthew C. Blatt and Leah S. Blatt, husband and wife, Grantors hereto.