

**CONDITIONS OF SALE**

**FOR THE REAL ESTATE OF PAUL E. & JANICE S. LEHMAN**

The Conditions of Sale for the Real Estate of **PAUL E. LEHMAN and JANICE S. LEHMAN**, being held this 16<sup>th</sup> day of April, 2026, are as follows:

1. The **PROPERTY** being sold is all that real estate, with improvements thereon, located in Jackosn Township, Lebanon County, Pennsylvania, known as 61 W. Rosebud Road, Myerstown, PA 17067, having a Parcel Identification No. of 23-2354466-390886-0000, with a deed recorded in the Office of the Recorder of Deeds of Lebanon County at Deed Book 209, Page 383, 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 \_\_\_\_ of \_\_\_\_\_, 2026.

**SELLER:**

\_\_\_\_\_  
Paul E. Lehman

\_\_\_\_\_  
Janice S. Lehman

**PURCHASER:**

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

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

**EXHIBIT 'A'**

**ALL THAT CERTAIN** message, tenement, house and lot or piece of ground, situate partly in the Township of Bethel, and partly in the Township of Jackson, County of Lebanon and Commonwealth of Pennsylvania, as shown on the Plan of Harry and Martha Baily as recorded in the Recorder of Deeds Office in and for the County of Lebanon, on May 23, 1973 in Plan Book 16, Page 72, bounded and described as follows, to wit:

**BEGINNING** at an iron pin in the center of a public road known as Legislative Route #38007; thence along the center of the road, South 64 degrees 21 minutes West, 742.55 feet to a spike in the center of the public roads LR #38007 and LR #38040; thence along the center of Legislative Route #38040, North 53 degrees 30 minutes West, 212.12 feet to a spike; thence along other lands of Harry W. and Martha A. Baily, North 63 degrees 50 minutes East, 757.46 feet to an iron pin on the fence line; thence South 49 degrees 18 minutes East, 210.00 feet to a spike, the place of **BEGINNING**,

**CONTAINING** 3.28 acres of land.

**BEING THE SAME PREMISES** which Clarence B. Martin and Kathryn G. Martin, his wife, by Deed dated August 13, 1984 and recorded on August 14, 1984 in the Office of Recorder of Deeds in and for the County of Lebanon, Pennsylvania, in record Book 209, Page 383, granted and conveyed unto Paul E. Lehman and Janice S. Lehman, his wife.