CONDITIONS OF SALE
Saturday June 27, 2026
12:00 p.m.

The Conditions of this public sale are as follows:

1. **The Property**. The property to be sold is located at 285 Mountville Drive, Lebanon, PA 17046, Swatara Township, County of Lebanon and Commonwealth of Pennsylvania and described on the attached Legal Description (Exhibit "A"). This property contains approximately 2.42 acres.

2. **Inclusions.** Everything that is permanently attached to the real estate is included in the sale unless otherwise provided in these conditions.

3. **Zoning.** The property is located in the Agricultural Zoning District.

4. **Bidding.** The highest bidder shall be the Purchaser when the Auctioneer announces that the property is sold. The high bidder shall immediately sign the Purchaser's Agreement in these Conditions of Sale and pay a Deposit of Ten (10%) Percent on the day of auction or furnish sureties satisfactory to the Seller, as security for the performance of this Agreement, with balance due in forty-five (45) days. If any dispute arises among bidders, the property may be offered for renewal of bidding. The Seller reserves the right to reject any and all bids.

5. **Settlement.** The balance of purchase money shall be paid within forty-five (45) days at settlement to be held at Zimmerman Law Office, 466 Jonestown Road, Jonestown, Pennsylvania, 17038, on or before August 11, 2026, with settlement and title services provided by Zimmerman Law Office, (unless some other time and place shall be agreed upon by the Seller and Purchaser).

6. **Title.** Upon such payment, the Seller shall convey to the Purchaser, by deed prepared at the Purchaser's expense, good and marketable title to the property, free and clear of all liens and encumbrances not noted in these Conditions, but subject to building and use restrictions, zoning and land subdivision regulations and any easement that is apparent upon reasonable physical inspection. Any survey required by Purchaser or his lender shall be paid by Purchaser.

7. **Condition of Property.** At settlement the property shall be in substantially the same condition as at present, except for (1) damage caused by act of nature, fire or vandalism, (2) damage that occurs after possession has been given to Purchaser, and (3) any taking by eminent domain. Seller makes no other warranty as to the condition of the property and has no actual knowledge of any environmental hazard. This property is being sold "AS IS" with all current faults and problems. Any inspections or survey required by Purchaser or his lender shall be paid by Purchase and any deficiencies found by inspections or survey shall be remedied and paid for by Purchaser.

8. Insurance. Seller will continue the present fire insurance coverage until settlement and will promptly pay to Purchaser any insurance proceeds received for damage not caused by Purchaser that occur after the sale.

9. Formal tender of deed and purchase money are waived.

10. Transfer Taxes. State and local realty transfer taxes shall be paid by Purchaser.

11. Real Estate Taxes & Utilities. Real estate taxes and any water and sewer rents shall be apportioned to the date of settlement or prior delivery of possession on a fiscal year basis. The Property which is subject of this sale is serviced by an individual on lot septic system. The Purchaser will be responsible to ensure that the septic system is maintained and serviced in accordance with all local and state rules and ordinances. The Purchaser acknowledges that certain actions regarding the system including but not limited to expansion or maintenance of the system, may require a permit or other permission from relevant government authorities regarding the septic system.

12. Possession. Possession shall be given to the Purchaser at settlement.

13. Purchaser's duty to purchase this property is not subject to any financing contingency or any other condition or event.

14. Default.

A. If Seller is unable to give title as provided in these Conditions, Purchaser may elect either (1) to take such title as Seller can give, or (2) to require Seller to return to Purchaser all payments including any note given to Seller on account of the purchase price, upon which return all further obligations of both Seller and Purchaser under this agreement shall terminate.

B. In case of non-compliance by the Purchaser with these Conditions, the Seller, in addition to all remedies provided by law, shall have the option either (1) to retain the Purchaser's down money as liquidated damages regardless of whether or on what terms the property is resold, or (2) 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.

15. Parties. The terms "Seller" and "Purchaser" include all those who sign these Conditions and Purchaser's Agreement in those respective capacities.

SELLER:

DATE:_____ _____(SEAL)
The Estate of Keith K. McQuate by
Kerry K. McQuate, Executor

PURCHASER'S AGREEMENT

I/We, the undersigned purchaser, agree to have purchased the property of 285 Mountville Dr., PA 17046, Swatara Township, Lebanon County, Pennsylvania, the Real Estate pursuant to the foregoing terms and subject to those Conditions, for the purchase price of $_____.

If I/we acquire possession of the property before payment of the purchase money and fail to make payment when due, I/we authorize any attorney to appear for me/us in any court and, to the extent and under the conditions, if any, then permitted or prescribed by law, confess judgment in ejectment against me/us, in favor of the Seller or the latter's assigns, for possession of the property, and direct the issuing of a writ of possession, with clause or writ of execution for costs; hereby waiving all irregularities, notice, leave of court, present or future exemption laws, and right of appeal.

Witness my/our hand/s and seal/s this 27th day of June, 2026.

Signed in the presence of:

_____

PURCHASER:

_____ (SEAL)
Please sign & print name: _____

_____ (SEAL)
Please sign & print name: _____

_____
Street

_____
City State Zip

_____
Phone

_____
Email Address

RECEIPT

Received of Purchaser on above date, as down money on account of the purchase price, the sum of $_____ on behalf of Seller.

_____ _____
Attending Attorney

EXHIBIT "A"

ALL THAT CERTAIN messuage, tenement and tract of land situate in the Township of Swatara, County of Lebanon and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a spike on the center line of Township Road Route #T-434 (50 foot wide), said point being 361.31 feet southwardly of the intersection point of said center line of Township Road Route #T-434 and the center line of Pa. State Highway Route #38065 (50 foot wide); thence along said center line of Township Road Route #T-434, the following three courses and distances: (1) South 24 degrees 26 minutes East, a distance of 12.69 feet to a spike; (2) thence South 25 degrees 25 minutes East, a distance of 160.0 feet to a spike; (3) thence South 21 degrees 54 minutes East, a distance of 140.50 feet to a spike; thence along land now or late of John C. Zimmerman, South 64 degrees 28 minutes West, a distance of 615.96 feet, more or less, to a point; thence in and along an existing lane, the following three courses and distances: (1) North 32 degrees 45 minutes East, a distance of 90.81 feet, more or less, to a point; (2) thence North 36 degrees 11 minutes East, a distance of 409.95 feet to a point; (3) thence North 43 degrees 43 minutes East, a distance of 200.16 feet to the place of BEGINNING.

CONTAINING 2.417 acres, more or less.

UNDER AND SUBJECT to all Acts of Assembly, county and township ordinances, rights of public utility and public service companies, existing restrictions and easement, visible or of record, to the extent that any persons or entities have acquired legal right thereto.

BEING KNOWN AS: 285 Mountville Dr., Lebanon, PA 17046