CONDITIONS OF SALE FOR THE
REAL ESTATE OF DAVID E. ROHRBACH AND SUSAN KAY PARKER

The Conditions of Sale for the Real Estate of **DAVID E. ROHRBACH AND SUSAN KAY PARKER**, being held this 19th day of May, 2026, are as follows:

1. The **PROPERTY** being sold is all that real estate, with improvements thereon, located in the Upper Bern Township, Berks County, Pennsylvania, known as 372 N. Northkill Road, Hamburg, PA 19526, having a UPI/Property ID No. 28000000000043, and Northkill Road, Hamburg, PA 19526, having a UPI/Property ID No. 28445400213985 with Deed recorded in the Office of the Recorder of Deeds of Berks County at Instrument No. 2014005414, and more particularly described in the attached Exhibit "A".

2. The highest approved bidder shall be the Buyer upon the Property being struck off to him, (the "Purchase Price"), and he shall immediately sign the Agreement on these Conditions of Sale, and pay a deposit of **TEN PERCENT (10%) OF THE PURCHASE PRICE,** paid directly to the Seller. If any dispute arises among bidders, the Property shall immediately be put up for renewed bidding.

4. The balance of the Purchase Price shall be paid at 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 of signing the Conditions of Sale**, unless some other time or place is agreed upon by the Seller and the Buyer.

5. Upon payment of the purchase price in full, the Seller shall convey title to the property to Buyer by special warranty deed. If the Buyer 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 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 Buyer's insurance, or any taking by eminent domain. Formal tender of deed and purchase money are waived.

6. The cost of any title search, certification or insurance is the responsibility of the Buyer.

7. The cost of preparation of the deed, acknowledgments to the deed and recording fees are the responsibility of the Buyer. All state and local realty transfer taxes, Two Percent (2%) of the Purchase Price, shall be paid by the Buyer. Real estate taxes shall be pro-rated to the date of Settlement. Water and sewer rates and other lienable utilities shall be paid by the Seller to the date of Settlement. Any fees, including tax or utility certification fees for services which the Seller has not specifically engaged, shall be paid by Buyer. Seller will not be responsible for any testings or inspections required by any lending institution.

8. The Property is being sold **"AS IS"** with no inspection contingencies and no warranties implied or stated from Seller.

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

10. Possession will be given to the Buyer at the time of Settlement.

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

12. The Real Estate Buyer acknowledges that his obligation under these Conditions of Sale is **NOT** conditioned upon his ability to obtain any financing of the purchase price.

13. In case of non-compliance with these Conditions of Sale by the Real Estate Buyer, the Seller, in addition to all remedies provided by law, shall have the option either:

(a) To retain the Buyer's deposit money as liquidated damages, regardless of whether or not, or on what terms, the property is resold; or

(b) To resell the Property at public or private sale, with or without notice to the present Buyer, and to retain any advance in price, or hold the present Buyer liable for any loss resulting from such resale, meanwhile holding the deposit paid hereunder as security for or toward payment of any such loss.

14. Special conditions:

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

REAL ESTATE AGREEMENT

We, the undersigned, being the Seller and Buyer of the real estate mentioned in the foregoing Conditions of Sale, hereby declare and agree that _____ _____, of _____ _____, (telephone #_____), has/have become the Buyer(s) of the aforesaid premises for the sum of _____ Dollars (the "Purchase Price") and that the sum of _____ Dollars has been paid directly to the Seller, the receipt of which is hereby accepted by way of deposit, and in part payment of the said Purchase Price. If the Buyer, or persons claiming under the Buyer, shall take possession of the premises or any part thereof prior to the time of Settlement, and thereafter default in the payment of the purchase price, or in the performance of any other conditions of sale, the Buyer does hereby authorize any attorney of any court of record in Pennsylvania, to appear for him and confess judgment in an amicable action of ejectment for recovery of possession of said premises, against the said Buyer, or any 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 seizure, waiving all irregularities, without notice, and without asking leave of court.

Witness our hands and seals this 19th day of May, 2026.

SELLER: **BUYER:**

_____ _____
David E. Rohrbach

_____ _____
Susan Kay Parker

EXHIBIT "A"

TRACT "A"

ALL THAT CERTAIN tract of timberland situate in Upper Bern Township, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stone; thence by land now or late of John and Christian Albright, South 67 degrees West, 42 ¾ perches to a stone; thence by land of which this was a part, North 23 degrees West, 41 perches to a stone; thence along land now or late of William Younker, North 67 degrees East, 42 ¾ perches to a stone; thence by the same, South 23 degrees East, 41 perches to the place of **BEGINNING.**

CONTAINING 10 acres 150 perches, more or less.

TRACT"B"

ALL THOSE CERTAIN two (2) small tracts of timberland situate in Upper Bern Township, Berks County, Pennsylvania, located about 700 feet East of the public road from Shartlesville to State Game Lands #110, and about two miles North of Shartlesville, bounded and described as follows, to wit:

PURPART NO. 1

BEGINNING at an iron stake the southeast corner of other and of Leroy E. Hoffman party hereto, and the corner of Lester E. Strause and Robert C. Grim; thence along other land of Leroy E. Hoffman, North 02 degrees 47 minutes East, 84.6 feet to a point in the public driveway from said property to the public road before names; thence in and along said driveway, northeastwardly 30.5 feet to a corner of land of Richard J. Eltz; thence along said land, South 26 degrees 25 minutes East, 87.48 feet to an iron stake; thence along land of Robert Grim, South 75 degrees West, 73 feet to the place of **BEGINNING.**

CONTAINING 0.09 acre.

PURPART NO. 2

BEGINNING at a corner, the southwest corner of other land of Leroy E. Hoffman; thence along land of Lester Strause, South 73 degrees 31 minutes West, 14.18 feet to a stake; thence along land of Clarence Reigner, North 10 degrees 20 minutes West, 81.27 feet to a point in the public driveway leading to the public road from State Game Lands #110 to Shartlesville; thence in and along said driveway northeastwardly, 40.05 feet to a point; thence along other land of Leroy E. Hoffman, South 2 degrees 44 minutes West, 86.6 feet to the place of **BEGINNING.**

CONTAINING .05 acre

BEING THE SAME PREMISES which David E. Rohrbach by deed dated February 20, 2014 and recorded on February 21, 2014 in the Office of Recorder of Deeds in and for the County of Berks, Pennsylvania, at Instrument No. 2014005414, granted and conveyed unto David E. Rohrbach and Susan Kay Rohrbach, husband and wife, Grantors hereto.