CONDITIONS OF SALE FOR THE
REAL ESTATE OF MARTIN C. MOYER AND MELISSA M. MOYER

The Conditions of Sale for the Real Estate of **MARTIN C. MOYER AND MELISSA M. MOYER**, being held this 7th day of May, 2026, are as follows:

1. The **PROPERTY** being sold is all that real estate, with improvements thereon, located in the Bethel Township, Berks County, Pennsylvania, known as 8491 Lancaster Avenue, Bethel, PA 19507, having a UPI/Property ID No. of 30440107586991, with Deed recorded in the Office of the Recorder of Deeds of Berks County at Instrument No. 2013020345, 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.

3. 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.

4. 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.

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

6. 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.

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

8. Buyer 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 Buyer at the time of Settlement.

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

11. 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.

12. 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.

13. 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 7th day of May, 2026.

SELLER:

_____
Martin C. Moyer

_____
Melissa M. Moyer

BUYER:

_____

_____

EXHIBIT "A"

ALL THAT CERTAIN tract of land with the buildings thereon erected, situate in the Village of Bethel (formerly Millersburg), in the Township of Bethel, County of Berks and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on Market Street, thence along said Market Street in a northerly direction, 55 feet to a point at Lot No. 6, the property now or late of Edward Peiffer Estate; thence in an easterly direction, 165 feet to Hill Alley; thence along said Hill Alley in a southerly direction, 55 feet to Lot NO. 4; thence along said Lot No. 4, the property now or late of Minnie Webber, in a westerly direction, 165 feet to the place of **BEGINNING.**

CONTAINING in front on Market street, 55 feet, and in depth, 163 feet, and being Lot NO. 5 on the general plan of Millersburg.

BEING THE SAME PREMISES which Mark A. Light and Jo Lyn Light, husband and wife, by Deed dated April 30, 2013 and recorded om May 15, 2013 in the Office of Recorder of Deeds in and for the County of Berks, Pennsylvania, at Instrument No. 2013020345, granted and conveyed unto Martin C. Moyer and Melissa M. Moyer, husband and wife, Grantors hereto.