CONDITIONS OF SALE

The Conditions of Sale for the Real Estate of **DARRYL S. GROSS, Trustee under the Last Will and Testament of HOWARD B. GROSS,** seised of a one half (1/2) interest, and **VERA GROSS,** seised of a one half (1/2) interest, being held this 10th day of September, 2026, are as follows:

1. The **PROPERTY** being sold is all that real estate, with improvements thereon, located in the Bethel Township, Lebanon County, Pennsylvania, known as 265 Deep Run Road, Myerstown, PA 17067, having a UPI/Property ID No. of 19-2353862-394087-0000, with Deed recorded in the Office of the Recorder of Deeds of Lebanon County at Deed Book 2140, Page 2831, 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 10th day of September, 2026.

SELLER:

Estate of Howard B. Gross

By_____
Darryl S. Gross, Trustee of the
Last Will and Testament of
Howard B. Gross

VERA L. GROSS

By_____
Jean Musselman, Attorney-in-Fact
For Vera L. Gross

BUYER:

_____

_____

EXHIBIT "A"

ALL THAT CERTAIN tract of land, together with any improvements erected thereon, known as 265 Deep Run Road, Myerstown, PA 17067, situate in the Township of Bethel, County of Lebanon, and Commonwealth of Pennsylvania, and shown as Lot No. 1 on Subdivision Plan for Howard B. Gross, recorded in the Lebanon County Recorder of Deeds Office, on December 18, 1989, in Plan Book 38, Page 84, bounded and described as follows:

BEGINNING at a spike in Long Road (T-523); thence in and along said Long Road, South 78 degrees 48 minutes 52 seconds East, 209.91 feet to a spike; thence continuing in and along said Long Road, South 79 degrees 54 minutes 52 seconds East, 1,058.41 feet to a spike; thence in and along Deep Run Road T-564. South 33 degrees 15 minutes 52 seconds East, 304.00 feet to a spike; thence along land now or late of Willard D. Derr, Jr., North 80 degrees 12 minutes 5 seconds West, 403.80 feet to a tree; thence along land now or late of Willard D. Derr, Jr., and land now or late of Leonard R. Martin, South 35 degrees 53 minutes 17 seconds West, 1,113.50 feet to an iron pin; thence along land now or late of Joseph C. Scharmer, North 32 degrees 30 minutes West, 858.00 feet to an iron pin; thence along land now or late of Robert W. Wright, North 09 degrees 19 minutes 42 seconds East, 597.93 feet to a spike, the place of **BEGINNING.**

CONTAINING 21.78 acres

AND ALSO, including a small triangular tract of land, which Willard D. Derr, Jr., and Lora H. Derr, his wife, by Quit Claim Deed dated August 22, 1988 and recorded in the Recorder of Deeds Office in and for the County of Lebanon, Pennsylvania, on August 29, 1988 in deed book 248, Page 548, granted and conveyed unto Howard B. Gross.

LESS AND EXCEPTING from the above described premises, the premises conveyed to Dale A. Brubaker and Sharon E. Brubaker, husband and wife, from Howard B. Gross and Vera L. Gross (Vera A. Gross in previous deed), by Deed dated December 21, 2004 and recorded in the Office of Recorder of Deeds of Lebanon County, Pennsylvania, on December 22, 2004 in Deed Book 2056, Page 1259. Containing 11.6175 acres (11.9672 acres to C/L).

BEING THE SAME PREMISES which Howard B. Gross, joined by his wife, Vera L. Gross, by Deed dated May 18, 1990 and recorded on May 21, 1990 in the Office of Recorder of Deeds in and for the County of Lebanon, Pennsylvania, in record Book 265, Page 687, granted and conveyed unto Howard B. Gross and Vera L. Gross, husband and wife, as tenants in common and not as tenants by the entireties.

AND THE SAID Howard B. Gross, died to wit: October 27, 2007, whereby under his Last Will and Testament, registered in the Register of Wills Office in and for the County of Lebanon, Pennsylvania, filed under No. 38-07-0630, appointed Darryl S. Gross and Trustee for the ½ interest owned by Howard B. Gross.

BEING THEAFTER, which Darryl S. Gross, Executor of the Estate of Howard B. Gross, by Deed dated December 26, 2009 and recorded on January 19, 2010 in the Office of Recorder of Deeds in and for the County of Lebanon, Pennsylvania, in record Book 2140, Page 2836, Granted and conveyed unto Darryl S. Gross, Trustee of the Last Will and Testament of Howard B. Gross, seised of a ½ interest.