THE REAL ESTATE TRANSFER COMPANY
279 North Zinn's Mill Road, Suite D, Lebanon, PA 17042

(717) 279-8313
shirl@ajflaw.net

AUCTION OF REAL ESTATE FOR
Estate of Patricia A. Fleagle, by Diane Mettley, Executrix

DATE: October 15, 2026

A. CONDITIONS OF SALE:

1. The property to be sold is described as follows:

   ALL THAT CERTAIN parcel or tract of land, and improvements located thereon, commonly known as 20 S. Water Street, Womelsdorf Borough, Berks County, Pennsylvania 19567 – Parcel ID: 95433707687528 (the "Property").

2. The sale is "with reserve" and Seller reserves the right to withdraw the Property from sale for want of a sufficient bid.

3. The highest approved bidder shall be declared to be the purchaser (the "Purchaser"). The highest approved bidder shall be required to execute this Agreement. The highest approved bid shall be the purchase price (the "Purchase Price"). If any dispute arises between two or more bidders, the property shall immediately be put up again at the last undisputed bid.

4. There are no financing or other contingencies regarding Purchaser's obligation to complete the purchase. If the Purchaser intends to obtain any portion of the Purchase Price through a bank or other lender, the Purchaser is advised that their inability to do so by the last day stated for closing is at Purchaser's risk. If Purchaser does not pay the Seller the entire Purchase Price by the last date stated for closing then Seller may exercise any remedies available under this Agreement, including, without limitation, retaining the Earnest Money (as defined herein), pursuing specific performance, and suing Purchaser for damages arising from Purchaser's default. Seller shall be under no obligation to sign any type of financing documents including, without limitation, the FHA/VA Amendatory Clause should Purchaser elect to pursue financing. Seller is the Estate of Patricia A. Fleagle, acting by and through Diane Mettley, its duly appointed Executrix. Seller claims the fiduciary exemption from the Pennsylvania Real Estate Seller Disclosure Law, and no Seller's Property Disclosure Statement is being provided. Purchaser also acknowledges receipt of the Seller's Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards, if applicable.

5. The Purchaser of the Property shall immediately pay or deliver, as directed by the Seller, ten percent (10%) of the Purchase Price, or such other amount as is acceptable to Seller, as earnest money (the "Earnest Money"), and shall execute these Conditions and Agreement of Sale for payment of the balance of the Purchase Price at settlement and delivery of the deed. The Earnest Money shall be held by Seller or Escrow Agent as provided herein. The Earnest Money may be delivered to and held by The Real Estate Transfer Company, agent for Fidelity National Title Insurance Company ("Escrow Agent"), 279 North Zinn's Mill Road, Suite D, Lebanon, PA 17042, and shall be in the form of a certified or bank check issued by a federally or state-chartered bank or lending institution, or such other form of

immediately available funds as is acceptable to Seller in Seller's sole discretion. If held by Escrow Agent, the Earnest Money shall be held in a federally insured escrow account which does not earn interest.

6. If any dispute arises concerning entitlement to the Earnest Money or any other funds held in escrow, Escrow Agent shall not be required to determine the merits of the dispute or release the funds until Escrow Agent receives written instructions signed by all interested parties or a final court order directing disposition of the funds.

   Escrow Agent may, at its sole discretion, deposit the disputed funds with a court of competent jurisdiction through an interpleader action or similar proceeding. Upon such deposit, Escrow Agent shall be relieved of any further liability regarding the funds.

   Escrow Agent shall be entitled to recover from the disputed funds, or from the parties responsible for the dispute, all reasonable attorneys' fees, court costs, administrative expenses, and other costs incurred by Escrow Agent arising from the dispute or the handling of the escrowed funds.

   For purposes of this provision, Escrow Agent shall include The Real Estate Transfer Company, LLC, Fidelity National Title Insurance Company, and their respective owners, attorneys, employees, agents, underwriters, successors, and assigns.

7. If Purchaser is using the services of a broker or real estate licensee, that broker or licensee must complete The Broker Participation – Agent Registration Form on the L&H website: www.heiseyauctions.com and comply with all provisions stated therein.

8. Settlement shall occur between the hours of 9:00 a.m. and 3:00 p.m., on or before Monday, November 30, 2026, at the offices of The Real Estate Transfer Company, L&H Auctions, or at such other location as may be acceptable to Seller.

   a. Seller designates The Real Estate Transfer Company, agent for Fidelity National Title Insurance, as the preferred provider for settlement and title insurance services.

   b. If this transaction is subject to the Real Estate Settlement Procedures Act or any other applicable consumer-protection law, nothing in this Agreement shall be construed to require Purchaser to use a particular title insurance company, title insurance agent, settlement agent, or other settlement service provider to the extent such a requirement is prohibited by applicable law.

   c. If Purchaser elects to utilize a title insurance provider or settlement agent other than The Real Estate Transfer Company, Purchaser shall provide written notice within ten (10) days and shall be responsible for any additional actual costs and expenses reasonably incurred. Such election shall not extend the settlement date.

d. If Purchaser elects not to obtain title insurance, Purchaser shall pay a settlement/closing fee of $750.00, representing the cost of settlement services rendered, in addition to all other closing costs.

e. Time is of the essence. Purchaser's election to use a settlement service provider other than Seller's designated provider shall not delay settlement. Any delay caused by Purchaser's selected provider shall constitute a default unless Seller agrees otherwise in writing.

9. At settlement, upon receipt of the full Purchase Price and Purchaser's compliance with Part B of this Agreement, Seller shall convey title to the Property to Purchaser by Executor's Deed, prepared by Gibson Law Group, LLC at a cost to Purchaser of $300.00, free and clear of all liens and encumbrances, but subject to all visible easements, rights-of-way, building or use restrictions, and any such matters appearing of record.

a. If the Property includes a manufactured or mobile home, Purchaser acknowledges that Seller, Seller's Attorney, Settlement Agent, and Auctioneer make no representation or warranty regarding: (a) whether any manufactured or mobile home constitutes real estate, personal property, or both; (b) the existence, validity, status, transferability, retirement, cancellation, or availability of any certificate of title; (c) compliance with HUD requirements, installation standards, foundation requirements, anchoring requirements, permits, inspections, occupancy approvals, or municipal regulations; (d) the age, condition, habitability, safety, utility connections, additions, alterations, improvements, or insurability of the manufactured home; (e) the legal right to occupy, replace, reconstruct, expand, relocate, finance, transfer, insure, refinance, or lease the manufactured home.

b. Purchaser shall be solely responsible for investigating all such matters prior to settlement and shall accept the manufactured home in its existing AS IS, WHERE IS, and WITH ALL FAULTS condition. Purchaser's inability to obtain title documentation, financing, insurance, permits, approvals, registrations, inspections, occupancy authorization, or any other governmental or private approval relating to the manufactured home shall not relieve Purchaser of the obligation to complete settlement.

c. Subject to the foregoing, if the Property includes a manufactured or mobile home for which a certificate of title or other ownership document exists, Seller shall reasonably cooperate with Purchaser in transferring that title or ownership document to Purchaser, provided that all costs and expenses associated with the transfer shall be paid by Purchaser. If the Property is subject to a solar-energy or other alternative-energy lease or agreement, Seller shall reasonably cooperate with Purchaser in connection with any required assumption or transfer, provided that all costs and expenses associated therewith shall be paid by Purchaser. Seller does not warrant that any such title, lease, or agreement is transferable or assumable.

10. Purchaser shall pay the costs of preparing the Executor's Deed, the acknowledgment and recording thereof, and all Pennsylvania and local realty transfer taxes payable in connection with the conveyance, unless otherwise required by applicable law. In the event Purchaser

desires to assign or otherwise transfer Purchaser's rights hereunder, Purchaser shall be solely responsible for all additional fees, costs or charges including, without limitation, additional real estate transfer taxes due as the result of the assignment or other transfer. If applicable, Purchaser shall also be solely responsible for all costs and expenses of transferring title to any mobile home to Purchaser.

11. Vacant possession of the Property shall be given upon settlement and delivery of the Deed.

12. Until settlement, the risk of loss to the Property shall remain with Seller. In the event that, prior to settlement, the Property is materially damaged or destroyed by fire, casualty, condemnation, vandalism, or other cause, Seller may elect, in Seller's sole discretion, to:

    a. repair or restore the Property prior to settlement;

    b. assign to Purchaser any insurance proceeds or condemnation award payable with respect to such loss, in which event Purchaser shall proceed to settlement without reduction of the Purchase Price; or

    c. terminate this Agreement and return the Earnest Money to Purchaser, whereupon neither party shall have any further liability hereunder except for obligations expressly surviving termination.

    d. Seller shall have no obligation to expend funds to repair or restore the Property prior to settlement.

    Seller's election shall be binding upon Purchaser.

13. Real estate taxes and municipal charges and assessments, including water and sewer charges, if applicable, shall be prorated as of the date of settlement on the applicable fiscal-year basis. Rents actually received by Seller shall be prorated as of the date of settlement. Security deposits actually held by Seller or Escrow Agent for existing tenants shall be transferred or credited to Purchaser at settlement. Purchaser shall take title subject to the rights of tenants or occupants lawfully in possession and shall assume the obligations of landlord arising after settlement.

14. If applicable, any rollback taxes which become due as a result of the sale under the Pennsylvania Farmland and Forest Land Assessment Act of 1974, better known as "Clean and Green" or Act 319 (72 P.S. §5490.1 et seq.), or other tax abatement or reduction program, shall be paid by Purchaser.

15. If funds are required to be escrowed at settlement to discharge any lien or encumbrance affecting the Property, such funds may be held by the Settlement Agent or another escrow agent acceptable to Seller until the applicable lien or encumbrance is discharged.

16. It is agreed that no formal tender of deed need be made.

17. **THE PROPERTY IS SOLD STRICTLY "AS IS," "WHERE IS," AND "WITH ALL FAULTS," WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF CONDITION, HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR COMPLIANCE WITH ANY LAW, CODE, OR REGULATION.**

SELLER, SELLER'S ATTORNEY, AND THE AUCTIONEER MAKE NO REPRESENTATIONS WHATSOEVER REGARDING:

- **ZONING, PERMITTED USES, OCCUPANCY RIGHTS, OR ANY MUNICIPAL OR REGULATORY APPROVALS;**

- **THE ABILITY OF THE PROPERTY TO BE USED FOR ANY PARTICULAR PURPOSE;**

- **THE EXISTENCE OR ABSENCE OF ANY ENVIRONMENTAL CONDITIONS;**

- **THE ACCURACY OF ANY ADVERTISING, MARKETING MATERIALS, OR STATEMENTS MADE BEFORE OR DURING THE AUCTION.**

ALL SUCH MATTERS ARE THE SOLE RESPONSIBILITY OF PURCHASER, AND PURCHASER ACKNOWLEDGES THAT PURCHASER HAS NOT RELIED UPON ANY STATEMENT, REPRESENTATION, OR OMISSION BY SELLER, SELLER'S ATTORNEY, OR THE AUCTIONEER. PURCHASER SHALL CONDUCT ALL DUE DILIGENCE NECESSARY TO SATISFY PURCHASER AS TO THE CONDITION AND SUITABILITY OF THE PROPERTY.

18. Without limitation, Purchaser acknowledges that the Property may contain a manufactured home or mobile home and Purchaser is relying solely upon Purchaser's own inspections and investigations regarding ownership, title status, conversion to real estate, foundation systems, utility connections, permits, code compliance, occupancy approvals, and related matters.

19. Purchaser acknowledges that Purchaser has had a full and adequate opportunity to inspect the Property and to conduct such investigations, inquiries, testing, and due diligence as Purchaser deems necessary. Purchaser either has conducted such inspections and investigations as Purchaser considers necessary or has voluntarily elected not to do so. Purchaser is purchasing the Property based upon Purchaser's own examination and judgment and not in reliance upon any representation or warranty of Seller, Seller's Attorney, Auctioneer, Settlement Agent, or their agents or representatives.

20. Seller does not make any representations or warranties as to the condition of the Property. Seller shall be under no obligation to either make, or permit, modifications or repairs to the

Property to satisfy the requirements of any municipal body, utility, lender or insurance company.

21. Purchaser acknowledges that Seller, Seller's Attorney, and the Auctioneer have made no representations concerning zoning classification, permitted uses, occupancy limits, subdivision potential, building code compliance, stormwater requirements, or any municipal approvals. Purchaser assumes full responsibility for verifying all such matters directly with the appropriate municipal authorities prior to settlement.

22. Any reference to the Property containing, being configured as, or being used as multiple rental units is descriptive only and shall not constitute a representation or warranty that such use is legally permitted, licensed, registered, or may be continued following settlement.

23. Purchaser further acknowledges that no representation has been made concerning whether any manufactured home or mobile home located upon the Property has been legally converted to real estate, whether title documentation exists, whether any title has been retired, or whether the manufactured home complies with applicable federal, state, county, or municipal requirements.

24. Purchaser acknowledges that Seller, Seller's Attorney, Auctioneer, and Settlement Agent have made no representation or warranty regarding the ability to use, occupy, improve, subdivide, develop, lease, finance, insure, or obtain permits for the Property.

25. Purchaser further acknowledges that the Property may be subject to zoning ordinances, subdivision and land development requirements, stormwater regulations, sewage planning requirements, environmental restrictions, utility limitations, deed restrictions, easements, covenants, governmental approvals, permit requirements, and other public or private restrictions that may affect Purchaser's intended use.

26. Purchaser assumes sole responsibility for independently determining the suitability of the Property for Purchaser's intended purposes and agrees that the inability to obtain any zoning approval, subdivision approval, permit, variance, occupancy approval, financing, insurance coverage, utility service, or governmental authorization shall not relieve Purchaser of Purchaser's obligation to complete settlement.

27. The inability to obtain any approval, permit, variance, exception, subdivision approval, financing, utility service, or governmental authorization shall not constitute a basis for terminating this Agreement or delaying settlement.

28. Purchaser acknowledges that neither the Auctioneer, Seller's Attorney, Settlement Agent, nor any of their respective owners, members, managers, employees, agents, affiliates, or representatives has made any representation or warranty concerning the Property, the condition of the Property, title to the Property, zoning, permitted uses, environmental matters, occupancy rights, municipal approvals, or any other matter relating to the Property or the transaction.

For purposes of this provision, "Seller's Attorney" and "Settlement Agent" shall include Gibson Law Group, LLC and The Real Estate Transfer Company, LLC, together with their respective owners, attorneys, members, managers, employees, agents, affiliates, and representatives.

Purchaser further acknowledges that such persons and entities are acting solely as agents or representatives of Seller and are not parties to this Agreement.

Purchaser releases and agrees not to assert any claim against the Auctioneer, Seller's Attorney, Settlement Agent, or any of their respective owners, members, managers, employees, agents, affiliates, or representatives arising from or relating to the Property, the auction process, the marketing of the Property, the bidding process, or the transaction contemplated by this Agreement, except in the event of fraud or willful misconduct.

In no event shall the Auctioneer, Seller's Attorney, or Settlement Agent be liable for consequential, incidental, indirect, special, or punitive damages.

29. The provisions of this Agreement relating to disclaimers, acknowledgements, waivers, releases, limitations of liability, attorney's fees, venue, jurisdiction, default remedies, and all representations and obligations of Purchaser shall survive settlement and delivery of the deed and shall not merge into the deed.

30. If Purchaser defaults under this Agreement, Seller may, in Seller's sole discretion: (a) retain the Earnest Money as liquidated damages, in which event Seller shall have no further claim against Purchaser for actual damages arising from the default; or (b) pursue specific performance, actual damages, resale damages, or any other remedy available at law or in equity, in which event the Earnest Money shall be applied as a credit against the amounts ultimately due to Seller. Except for Seller's election to retain the Earnest Money as liquidated damages under subsection (a), Seller's remedies shall be cumulative and not exclusive.

    If Seller resells the Property and receives a lower purchase price upon resale, Purchaser shall be liable for any deficiency together with all costs, expenses, attorney's fees, auction expenses, commissions, carrying costs, and other damages incurred by Seller as a result of Purchaser's default.

31. If Seller is unable, despite commercially reasonable efforts, to convey title to the Property in the condition required by this Agreement, Seller may terminate this Agreement by written notice to Purchaser and direct the return of the Earnest Money to Purchaser. Upon return of the Earnest Money, neither party shall have any further liability under this Agreement, except for obligations expressly stated to survive termination. This limitation shall not apply to Seller's fraud, willful misconduct, or intentional failure to satisfy a lien or encumbrance that Seller has expressly agreed to discharge.

32. Purchaser acknowledges that the condition of title to any manufactured or mobile home located upon the Property, including the existence, absence, retirement, transferability, or availability of any certificate of title, shall not constitute a title defect affecting Seller's obligation to convey title to the real estate. Purchaser shall accept the Property subject thereto and such matters shall not extend settlement or constitute grounds for termination of this Agreement.

33. If requested by Purchaser, Seller shall cooperate fully with Purchaser to allow the sale of the Property to qualify as an IRS Section 1031 tax deferred exchange for Purchaser. If requested by Seller, Purchaser shall cooperate fully with Seller to allow the sale of the Property to qualify as an IRS Section 1031 tax deferred exchange for Seller. The party electing to pursue a Section 1031 tax-deferred exchange shall be responsible for all of that party's costs and expenses involved in the tax-deferred exchange.

34. In the event of any conflict or inconsistency between Part A and Part B, the more specific provision shall control. If the provisions are equally specific, Part A shall control.

B. AGREEMENT OF SALE:

1. The undersigned parties agree that the person or persons identified below have become the Purchaser of the Property for the sum of $_____ and that the sum of $_____ has been paid or delivered as Earnest Money in accordance with Part A and accepted as a deposit and partial payment of the Purchase Price. We further agree that Part A: Conditions of Sale shall be taken as the terms of the Agreement and purchase of the Property and shall be observed and fulfilled by the parties respectively.

2. Purchaser may direct that title be conveyed to a trust, limited liability company, corporation, partnership, nominee, family member, or other person or entity designated by Purchaser.

   Any such designation shall not relieve Purchaser of any obligation or liability under this Agreement unless Seller expressly agrees otherwise in writing.

   The original Purchaser executing this Agreement shall remain jointly and severally liable for all obligations of Purchaser, including payment of the Purchase Price, timely settlement, and performance of all terms and conditions of this Agreement.

   Any designation of an alternate grantee shall not delay settlement and must be provided to Seller and Settlement Agent no later than 5 business days prior to settlement to permit preparation of closing documents.

   Purchaser shall be responsible for any additional costs, fees, transfer taxes, document preparation charges, or other expenses arising from Purchaser's designation of an alternate grantee.

3. **The Purchaser understands that there is NO FINANCING CONTINGENCY regarding Purchaser's obligation to complete this purchase. Purchaser's inability to obtain any portion of the Purchase Price through a lender, or Purchaser's failure to pay the entire Purchase Price by the last date stated for settlement, is solely Purchaser's risk. Upon Purchaser's default, Seller may exercise the remedies provided in Part A of this Agreement, including electing to retain the Earnest Money as liquidated damages or pursuing the other remedies stated therein, subject to the limitations and election of remedies provided in Part A.**

4. This Agreement, together with any documents expressly incorporated herein, constitutes the entire agreement between the parties regarding the Property and supersedes all prior negotiations, discussions, understandings, advertisements, brochures, marketing materials, representations, and agreements, whether oral or written.

   Purchaser acknowledges that Purchaser has not relied upon any statement, representation, promise, warranty, or omission made by Seller, Seller's Attorney, Auctioneer, Settlement Agent, or any other person except as expressly set forth in this Agreement.

   Purchaser further acknowledges that no oral statements, announcements, representations, interpretations, descriptions, or communications made by Seller, Auctioneer, Seller's Attorney, Settlement Agent, or their respective agents shall modify, amend, supplement, or become a part of this Agreement.

   No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the parties to be bound.

5. This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one instrument. Signatures delivered by electronic transmission, including PDF, electronic mail, facsimile, DocuSign, Adobe Sign, or any other electronic signature platform, shall be deemed original signatures and shall be fully valid, binding, and enforceable to the fullest extent permitted by law.

6. This Agreement of Sale shall be governed by the laws of the Commonwealth of Pennsylvania. The parties agree that any matter which may be brought or pursued in court hereunder, or that relates to this Agreement, shall be brought and maintained only in the Court of Common Pleas of the county in which the Property is located, and each party consents to such venue and the court's personal jurisdiction over each party. In the event of any dispute, default, enforcement action, litigation, appeal, bankruptcy proceeding, or collection effort arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, paralegal fees, expert witness fees, court costs, collection expenses, and other costs incurred in investigating, enforcing, protecting, or defending its rights under this Agreement. For purposes of this provision, the prevailing party shall be the party obtaining substantially the relief sought, as determined by the court. If neither party substantially prevails, the court may determine that there is no prevailing party.

7. Purchaser acknowledges that Eric M. Gibson, Esquire, Gibson Law Group, LLC, and/or The Real Estate Transfer Company, LLC (collectively, the "Settlement Agent") represents the Seller in connection with this transaction. Purchaser further acknowledges that, unless expressly agreed otherwise in writing, the Settlement Agent does not represent Purchaser and has not undertaken to provide legal advice to Purchaser. Purchaser has been advised of the right to obtain independent legal counsel of Purchaser's choosing. Any services provided by the Settlement Agent in connection with the closing of this transaction, including the preparation of settlement statements, document coordination, and issuance of title insurance, are administrative or ministerial in nature and are not intended to constitute legal representation of Purchaser.

8. If the Settlement Agent issues title insurance or conducts settlement services for Purchaser, such services are not legal representation, and no attorney-client relationship is created with Purchaser by virtue thereof.

9. Purchaser agrees not to rely upon the Settlement Agent for legal advice and acknowledges that the interests of Seller and Purchaser may differ.

10. If Purchaser is using the services of a broker or real estate agent, that broker or licensee must have timely completed the Broker Participation – Agent Registration Form on the L&H website: www.heiseyauctions.com and complied with all requirements stated therein.

11. **Capacity.** Seller signs solely in the fiduciary capacity identified below and not individually: Diane Mettley, Executrix of the Estate of Patricia A. Fleagle.

12. **Limited Knowledge.** Purchaser acknowledges that Seller may have limited personal knowledge regarding the Property and its history, systems, occupation, boundaries, condition, and defects.

13. **Tax and Lien Escrow.** Funds may be escrowed to address inheritance tax, estate obligations, liens, or other title matters until discharge or satisfactory security is provided.

14. **Fiduciary Deed.** Title shall be conveyed by Executor's Deed.

IN WITNESS WHEREOF, the parties have executed this Agreement on October 15, 2026.

"Seller"	**"Purchaser"**
_____	_____
Estate of Patricia A. Fleagle, by Diane Mettley, Executrix	_____ Printed Name
	_____
	_____ Printed Name

THE REAL ESTATE TRANSFER COMPANY
279 North Zinn's Mill Road, Suite D, Lebanon, PA 17042

(717) 279-8313
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Purchaser Address:_____

Phone Number(s):_____

Email:_____

Deed in the Name(s) of:_____

Bank Contact:_____

Check No.:_____ Bank:_____

Driver's License – State and Number:_____

If using the services of a broker/realtor:

Agent Name:_____

Agency:_____

Phone Number:_____

Email:_____

Settlement Company Contact:

Shirl A. Kichman, Manager
The Real Estate Transfer Company
279 North Zinn's Mill Road, Suite D
Lebanon, PA 17042
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shirl@ajflaw.net

Eric M. Gibson, Esq., Owner
Anne M. Gibson, Esq., Owner