CONDITIONS OF SALE FOR THE
REAL ESTATE OF WILLIAM E. BROWN, II

The Conditions of Sale for the Real Estate of **WILLIAM E. BROWN, II,** being held this 21st day of November, 2026, are as follows:

1. The **PROPERTY** being sold is all that real estate, with improvements thereon, located in the Tulpehocken Township, Berks County, Pennsylvania, known as 39 Temple Road, Richland, PA 17087, having a UPI/Property ID No. of 86441000054052, with Deed recorded in the Office of the Recorder of Deeds of Berks County at Deed Book 3703, Page 954, 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 21st day of November, 2026.

SELLER:

_____
William E. Brown, II

_____

BUYER:

_____

_____

EXHIBIT "A"

ALL THAT CERTAIN piece, parcel and lot of land situate in Tulpehocken Township, Berks County and Commonwealth of Pennsylvania, being Lot 1 of the Brown Subdivision prepared by DeVom R. Henne, P.L.S., Plan number 10096, last revised on November 12, 2002 and recorded in the Berks County Recorder of Deeds Office in Plan Book 260, Page 75 & 76, being bounded and described as follows (all bearing based on true north):

BEGINNING at the northwest corner thereof, a point marked by an iron pin (set); thence along land of Clarence Bashore and Edna B. Bashore, North 74 degrees 38 minutes 21 seconds East, for a distance of 759.55 feet to an iron pin (set) at the remains of a hickory tree; thence along land of Roger L. Yiengst and Sharon A. Yiengst, North 74 degrees 29 minutes 21 seconds East, passing through an iron pin set at a distance of 24.83 feet from the next described point; for a total distance of 1292.82 feet to a magnetic nail (set) near the center of the macadam cartway of Wintersville Road; thence in, along and through the said macadam cartway of Wintersville Road, along land of David B. Zook and Rebecca Zook, South 08 degrees 48 minutes 52 seconds East, for a distance of 204.60 feet to a magnetic nail (set) in the intersections of said Wintersville Road and Temple Road; thence in, along and through the macadam cartway of said Temple Road, along land of Ronald K. Martin, South 10 degrees 41 minutes 22 seconds West, for a distance of 567.03 feet to a magnetic nail (set); thence along land of John C. Hatley and Margaret S. Hatley, South 71 degrees 54 minutes 39 seconds West, for a distance of 22.50 feet to an iron pin (set) on the West side of said Temple Road; thence continuing along lands of Hatley, South 16 degrees 19 minutes 44 seconds East, for a distance of 28.51 feet to a point in the centerline of the macadam cartway of said Temple Road, said point being North 16 degrees 19 minutes 44 seconds West, a distance of 46.35 feet from a concrete monument (set) on the southerly future ultimate right of way line of said Temple Road; thence continuing along the centerline of said Temple Road, and along Lot 2 of the aforesaid Brown Subdivision, by a curve to the right having a radius of 3011.07 feet and an arc length of 11.27 feet, being subtended by a chord of South 16 degrees 14minutes 22 seconds West, for a distance of 11.27 feet to a point of tangency; thence along the same, South 16 degrees 20 minutes 48 seconds West, for a distance of 80.99 feet to a point of curvature; thence along the same, by a curve to the right having a radius of 618.55 feet an arc length of 480.35 feet, being subtended by a chord of South 38 degrees 35 minutes 39 seconds West, for a distance of 468.37 feet to a point of tangency; thence along the same, South 60 degrees 50 minutes 30 seconds west for a distance of 348.13 feet to a point; thence leaving Temple Road, along land of Mae E. Stoltz, North 55 degrees 31 minutes 52 seconds West, passing through a concrete monument (set) at a distance of 27.90 feet from the last described point, for a total distance of 1539.01 feet to the point of **BEGINNING.**

TOGETHER with and subject to covenants, easements, and restrictions of record.

Said property contains 34.769 acres more or less.

BEING THE SAME PREMISES which William E. Brown, II and Nancy M. Brown, his wife, by Deed dated February 21, 2003 and recorded on February 24, 2003 in the Office of recorder of Deeds in and for the County of Berks, Pennsylvania, in record book 3703, Page 954,

granted and conveyed unto William E. Brown, II and Nancy M. Brown, husband and wife, Grantors hereto.