CONDITIONS OF SALE
Thursday, October 8, 2026
5:00pm

The Conditions of this public sale are as follows:

1. **The Property**. The property to be sold is located at 1393 Mountain Drive, Fredericksburg, PA 17026, Bethel Township, County of Lebanon and Commonwealth of Pennsylvania and described on the attached Legal Description (Exhibit "A"). This property contains approximately 1.98 acres.

2. **Inclusions.** Everything that is permanently attached to the real estate is included in the sale unless otherwise provided in these conditions.

3. **Zoning.** The property is located partially in the Agricultural Zoning District.

4. **Bidding.** The highest bidder shall be the Purchaser when the Auctioneer announces that the property is sold. The high bidder shall immediately sign the Purchaser's Agreement in these Conditions of Sale and pay down ten percent (10%) of the purchase money on the day of auction or furnish sureties satisfactory to the Seller, as security for the performance of this Agreement, with balance due in forty-five (45) days. If any dispute arises among bidders, the property may be offered for renewal of bidding. The Seller reserves the right to reject any and all bids.

5. **Settlement.** The balance of purchase money shall be paid within forty-five (45) days at settlement to be held at Zimmerman Law Office, 466 Jonestown Road, Jonestown, Pennsylvania, 17038, on or before November 22, 2026, with settlement and title services provided by Zimmerman Law Office, (unless some other time and place shall be agreed upon by the Seller and Purchaser).

6. **Title.** Upon such payment, the Seller shall convey to the Purchaser, by deed prepared at the Purchaser's expense, good and marketable title to the property, free and clear of all liens and encumbrances not noted in these Conditions, but subject to building and use restrictions, zoning and land subdivision regulations and any easement that is apparent upon reasonable physical inspection. Any survey required by Purchaser or his lender shall be paid by Purchaser.

7. **Condition of Property.** At settlement the property shall be in substantially the same condition as at present, except for (1) damage caused by act of nature, fire or vandalism, (2) damage that occurs after possession has been given to Purchaser, and (3) any taking by eminent domain. Seller makes no other warranty as to the condition of the property and has no actual knowledge of any environmental hazard. Any inspections or survey required by Purchaser or his lender shall be paid by Purchase and any deficiencies found by inspections or survey shall be remedied and paid for by Purchaser.

8. Insurance. Seller will continue the present fire insurance coverage until settlement and will promptly pay to Purchaser any insurance proceeds received for damage not caused by Purchaser that occur after the sale.

9. Formal tender of deed and purchase money are waived.

10. Transfer Taxes. State and local realty transfer taxes shall be paid by Purchaser.

11. Real Estate Taxes & Utilities. Real estate taxes and any water and sewer rents shall be apportioned to the date of settlement or prior delivery of possession on a fiscal year basis.

12. Possession. Possession shall be given to the Purchaser at settlement.

13. Default.

A. If Seller is unable to give title as provided in Paragraph 6(a), Purchaser may elect either (1) to take such title as Seller can give, or (2) to require Seller to return to Purchaser all payments including any note given to Seller on account of the purchase price, upon which return all further obligations of both Seller and Purchaser under this agreement shall terminate.

B. In case of non-compliance by the Purchaser with these Conditions, the Seller, in addition to all remedies provided by law, shall have the option either (1) to retain the Purchaser's down money as liquidated damages regardless of whether or on what terms the property is resold, or (2) to resell the property at public or private sale, with or without notice to the present Purchaser or any sureties, and to retain any advance in price, or hold the present Purchaser and any sureties liable for any loss resulting from such resale, meanwhile holding the down money paid hereunder as security for or toward payment of any such loss.

14. Parties. The terms "Seller" and "Purchaser" include all those who sign these Conditions and Purchaser's Agreement in those respective capacities.

DATE: _____ SELLERS:

_____
Josiah M. Grunwald

_____
Hope M. Grunwald

PURCHASER'S AGREEMENT

I/We, the undersigned purchaser, agree to purchase the property at 1393 Mountain Drive, Fredericksburg, PA 17026, Bethel Township, Lebanon County, Pennsylvania, the Real Estate mentioned in the foregoing Conditions, subject to those Conditions, for the purchase price of $_____.

If I/we acquire possession of the properties before payment of the purchase money and fail to make payment when due, I/we authorize any attorney to appear for me/us in any court and, to the extent and under the conditions, if any, then permitted or prescribed by law, confess judgment in ejectment against me/us, in favor of the Seller or the latter's assigns, for possession of the property, and direct the issuing of a writ of possession, with clause or writ of execution for costs; hereby waiving all irregularities, notice, leave of court, present or future exemption laws, and right of appeal.

Witness my/our hand/s and seal/s this 8th day of October, 2026

Signed in the presence of:

PURCHASER:

_____

_____ (SEAL)
Please sign & print name: _____

_____ (SEAL)
Please sign & print name: _____

_____
Street

_____
City State Zip

_____
Phone

_____
Email Address

RECEIPT

Received of Purchaser on above date, as down money on account of the purchase price, the sum of $_____ on behalf of Seller.

_____
Attending Attorney

EXHIBIT "A"

ALL THAT CERTAIN tract of land situate in the Township of Bethel, County of Lebanon and Commonwealth of Pennsylvania shown as Lot No. 4 on Land Subdivision Plan for LeRoy D. Geesaman recorded in the Recorder of Deeds in and for the County of Lebanon on March 26, 2008 in Plan Book Volume 67, Page 242, bounded and described as follows, to wit:

BEGINNING at an intersection point of the center line of Mountain Drive (T-553) and the center line of Pine Grove (SR-1007); thence along said center line of Mountain Drive (T-533), north 69 degrees 48 minutes west, a distance of 163.68 feet to a spike; thence along Lot #3, as shown on Land Subdivision Plan for LeRoy D. Geeesaman, revised date February 27, 2008, north 29 degrees 00 minutes 00 seconds east, a distance of 507.19 feet to an iron pin; thence along Residue Land of LeRoy D. Geesaman, south 65 degrees 30 minutes 13 seconds east, a distance of 135.90 feet to a spike in said center line of Pine Grove (SR-1007); thence along said center line of Pine Grove Road (SR-1007), the following three (3) courses and distances: (1) thence south 17 degrees 02 minutes 39 seconds west, a distance of 225.00 feet to a spike; (2) thence along a curve to the right, having a radius of 450.00 feet, an arc distance of 198.91 feet, and a chord of south 29 degrees 42 minutes 25 seconds west, a distance of 197.29 feet to a spike; (3) thence south 42 degrees 22 minutes 11 seconds west, a distance of 77.48 feet to the place of BEGINNING.

BEING THE SAME PREMISES which Jeffrey W. Freeman and Donna L. Freeman, Husband and Wife by Deed dated April 29, 2013 and recorded May 3, 2013 in the Office of the Recorder of Deeds in and for the County of Lebanon, Pennsylvania, in Deed Book 2185, Page 5452, granted and conveyed unto Josiah M. Grunwald and Hope M. Grunwald, Husband and Wife, Grantors herein.