CONDITIONS OF SALE FOR THE
REAL ESTATE OF DONALD L. LUTZ AND MARIE L. LUTZ

The conditions of the pubic sale of real estate of **DONALD L. LUTZ AND MARIE L. LUTZ,** being held this 27th day of November, 2026, on the subject premises, are as follows:

1. The property being sold is **ALL THAT CERTAIN** improved real estate, known as **6 East Ryland Lane Heidelberg Township, Berks County, Pennsylvania, containing .99 acres, more or less**, having a UPI/Property ID No. of 48434701250693, with a Deed recorded in the Office of the Recorder of Deeds of Berks County at Deed Book 2003 Page 0112, and as is more particularly described in the attached "Exhibit A."

2. The subject real estate is located within a designated "Conservation Residential District" as defined in the Zoning Ordinances of the Township of Heidelberg Berks County, Pennsylvania.

3. The highest approved bidder shall be the Purchaser upon the property being struck off to them, and they shall immediately thereafter execute the Purchaser's Agreement on these Conditions of Sale, and pay down **TEN PERCENT (10%) OF THE PURCHASE MONEY DIRECT TO SELLER** as security for the performance of this agreement. If any dispute arises among bidders, the property shall immediately be put up for renewal of bidding.

4. Within forty-five (45) days, the balance of the purchase money shall be paid at settlement to be held at the offices of Fiorini Law, P.C., 1150 West Penn Avenue, Womelsdorf, PA, 19567, specifically on or before **January 11, 2027**, unless some other time or place is agreed upon by the Seller and Purchaser. Upon payment in full, the Seller shall convey to the Purchaser good and marketable title (insurable at regular title insurance rates) to said property, free and clear of all liens and encumbrances not noted in these conditions, but subject to any easements, visible or of record, 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 Purchaser's insurance, or any taking by eminent domain.

5. Formal tender of Deed and purchase money are waived.

6. The cost of preparation of Deed, Acknowledgments to Deed, and all required state and local realty transfer taxes shall be paid by the **PURCHASER**. Real estate taxes shall be apportioned or pro-rated to the date of settlement. Water and sewer bills, or other lienable utilities shall be paid by Seller to the date of settlement. Any disbursement or similar fees, including tax or utility certification fees, purported to be charged by Purchaser's title insurance company or attorney against Seller, for services which Seller has not specifically engaged, shall be paid by Purchaser. Seller will not be responsible for any testings or inspections required by any lending institution.

7. The property is being sold **"AS IS."** Seller does not state or imply any warranties and there shall be no inspection contingencies.

8. Seller has completed a Seller's Property Disclosure Statement, which was available prior to and on the day of the Auction. By executing the subject Conditions of Sale, Buyer acknowledges receipt of the completed Seller's Property Disclosure Statement.

9. Possession will be given to the Purchaser at the time of final settlement.

10. At Seller's sole and absolute discretion, Seller reserves the right to reject any or all bids and withdraw the real estate from sale.

11. The Purchaser acknowledges that their duty under the executed Conditions of Sale is not contingent upon obtaining financing.

12. In the event that the Purchaser does not comply with the Conditions of Sale, the Seller, in addition to all other remedies provided by law, shall have the following options:

(A) To retain the Purchaser's down 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 Purchaser, and to retain any advance in price, or hold the present Purchaser 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. In event that the re-sale price is less than the original sale price obtained at this public sale or auction, Purchaser shall further be liable to pay unto Seller any differences between the re-sale price and the original sale price, together with the liquidated damages as provided herein and any and all expenses incurred by Seller in connection with offering the property for re-sale.

SELLER'S AND PURCHASER"S ACKNOWLEDGMENT

We, the undersigned, being the Seller and the Purchaser of the aforementioned real estate hereby declare and agree that _____,

of_____,

telephone no. _____, has become the Purchaser of the aforesaid premises for the sum of _____ Dollars and that the sum of _____ Dollars has been paid to the undersigned Seller, the receipt of which is hereby accepted by way of deposit, and in part payment of the said purchase price. And we further agree that the Conditions of Sale shall be taken as the terms of Agreement for the sale and purchase, respectively, of the said premises and shall be observed and fulfilled by the said Seller and Purchaser respectively.

WITNESS my hand and seal this 27th day of November, 2026.

SELLER:	SELLER:
_____	_____
Donald L. Lutz	Marie L. Lutz
PURCHASER:	PURCHASER:
_____	_____
Name:	Name: