CONDITIONS OF SALE FOR THE REAL ESTATE OF ALEXANDER D. BURKHOLDER AND SHARON R. BURKHOLDER

The Conditions of Sale for the Real Estate of **ALEXANDER D. BURKHOLDER AND SHARON R. BURKHOLDER**, being held this 14th day of November, 2026, are as follows:

1. The **PROPERTY** being sold is all that real estate, with improvements thereon, located in the Heidelberg Township, Lebanon County, Pennsylvania, known as 9 Century Lane, Newmanstown, PA 17073, having a UPI/Property ID No. of 22-2366133-344625-0000, with Deed recorded in the Office of the Recorder of Deeds of Lebanon County at Deed Book 2255, Page 7428, 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 14th day of November, 2026.

SELLER:

_____
Alexander D. Burkholder

_____
Sharon R. Burkholder

BUYER:

_____

_____

EXHIBIT "A"

ALL THAT CERTAIN tract of unimproved land situate on the West side of Century Lane and being known as Lot No. 5 on the Plan for Century Estates, said tract being situated in the Township of Heidelberg, County of Lebanon and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pipe on the West right of way line of Century Lane (50 foot wide), said point being 635.76 feet South of the intersections point of the South right of way line extended of Township Road Route T-536 and the West right of way line extended of said Century Lane; thence along said West right of way line of Century Lane, being a portion of the cul-de-sac of Century Lane, along a curve to the left having a radius of 50.0 feet, an arc distance of 50.91 feet, and a chord bearing and distance of South 7 degrees 35 minutes West, a distance of 48.74 feet to an iron pipe, thence along the West a distance of 48.74 feet to an iron pipe; thence along the West side of Lot No. 6, as shown on Land Subdivision Plan for Century Estates, dated October 2, 1973, South 58 degrees 41 minutes 20 seconds West, a distance of 264.28 feet to an iron pipe; thence along land of Century Estates, North 53 degrees 15 minutes West, a distance of 175.0 feet to an iron pipe; thence along the East right of way line of a 50.00 foot wide right of way, North 36 degrees 45 minutes East, a distance of 175.0 feet to an iron pipe; thence along the South side of Lot No. 4, as shown of said plan, South 77 degrees 31 minutes East, a distance of 274.22 feet to the place of **BEGINNING.**

BEING THE SAME PREMSIES which Ann M. Richer, by Deed dated November 1, 2018, and recorded on November 1, 2018 in the Office of Recorder of Deeds in and for the County of Lebanon, Pennsylvania, in record Book 2255, Page 7428, granted and conveyed unto Alexander D. Burkholder and Sharon R. Burkholder, husband and wife.