

**CONDITIONS OF SALE - For 265 Lamparter Road, Quarryville, PA  
17566 - May 9, 2024 at 5:30PM**

The conditions of the present public sale are as follows:

1. The highest bidder shall be the purchaser upon the property being struck off to that bidder. Immediately thereafter such bidder must sign Purchaser's Acceptance which is part of these conditions. Further, Purchaser shall immediately pay down Twenty Thousand Dollars (\$20,000.00) as security for the performance of this agreement, which Twenty Thousand Dollars (\$20,000.00) shall be paid over to Sellers and not held in an escrow account. If any dispute arises among the bidders, such dispute shall be raised immediately; and the property shall immediately be put up for renewal of bidding. The right is reserved to reject any and all bids. The real estate being sold is more fully described in Exhibit "A" attached hereto and has a mailing address of: 265 Lamparter Road, Quarryville, PA 17566, Property ID 030-39052-0-0000.

2. Purchaser shall pay the balance of the purchase money on or before 4:00 p.m. on June 24, 2024. Time is of the essence. Unless the settlement date is extended by written consent of Seller, failure to settle on or before settlement date shall constitute default without further notice of any kind. Upon said payment, Seller will convey to Purchaser, by deed prepared at Purchaser's expense, fee simple title to the premises, good and marketable, free and clear of all liens and encumbrances not noted on these Conditions or in the chain of title, but subject to any existing wall rights, easements, building or use restrictions, encroachments of cornices, trim, spouting on either side of boundary lines, encroachments of any kind within the rights-of-way of public streets or roads, rights of utilities, zoning or land subdivision or development regulations, other municipal ordinances, and present or future rights of public authorities with respect to public highways.

3. Seller represents (i) that there are no pending and unsettled eminent domain proceedings, no recent appropriations by the filing of the State Highway plans in the Recorder's Office, and no uncomplained-with orders from any governmental authority to do work or correct conditions, affecting this property of which Seller has knowledge; and (ii) that no part of the property, except any part within utility reserve strips in developments or within legal limits of highways, is, or at settlement will be, subject to any

currently-used or enforceable easement for any underground electric or telephone cable or sewer, gas or water pipe serving other than this property, except those which are apparent upon reasonable physical inspection of the premises and which appear in the chain of title to said premises.

4. Any survey desired by Purchaser or required by Purchaser's lender shall be at the sole expense of Purchaser, for whatever reason desired or needed.

5. Zoning for premises is: Rural Residential (R-R).

6. Possession shall be given to Purchaser at Settlement.

7. All buildings, improvements, rights, liberties and privileges thereto belonging are included in the sale. No personal property is included with this real estate.

8. At Settlement, the property and all of its fixtures shall be in substantially the same condition as at present, except for (a) ordinary reasonable wear and tear, (b) damage of any kind for which full or partial recovery may be had under the Seller's or Purchaser's insurance, (c) damage which occurs after possession has been given to the Purchaser, or (d) any taking by eminent domain.

9. Formal tender of deed and purchase money is waived. Settlement shall be made at the office of Nikolaus & Hohenadel, LLP, 303 West Fourth Street, Quarryville, PA 17566, unless otherwise agreed by the parties.

10. Real estate taxes shall be apportioned to date of Settlement or prior receipt of possession by Purchaser on a fiscal year basis.

11. Seller shall pay acknowledgments to the deed.

12. Buyer shall pay all real estate transfer taxes.

13. There is no community or public sewage system available for this tract. A permit for a new, expanded or changed individual sewage system will have to be obtained pursuant to Section 7 of Pennsylvania Sewage Facilities Act (Act No. 537 of Jan. 24, 1966, P.L. (1965) 1535; 35 P.S. 750.7). Purchaser should contact the Bart Township to determine the procedure and requirements for obtaining a permit for any additional or substitute individual sewage system.

14. This property is served by a well and septic system. No representation is made a) as to the quantity, potability or sufficiency of the supply of water or b) the adequacy of the septic system for any particular purchaser.

15. By execution of the Purchaser's Agreement, the Purchaser acknowledges that he has had a full and complete opportunity to inspect the Premises, and that the Premises is being sold unto Purchaser "**AS IS**" with no representation, guarantee or warranty regarding the condition of the premises, including, but not limited to, the electrical system, heating system, plumbing, water system, sewage disposal system, or any portion thereof. No representation is made or warranty given regarding the presence or absence of any hazardous or toxic substances, materials or wastes, or that the Premises is in compliance with any federal, state or local environmental laws or regulations. In the event any repair or improvement to or any inspection or testing of the Premises is desired by the Purchaser or by any lender proposing to provide Purchaser with financing for the purchase of the premises, the costs of any such repair, improvement, inspection, or testing shall be payable solely by the Purchaser. Seller reserves the right to refuse to permit any such repair, improvement, inspection, or testing for any reason. The Purchaser's Agreement is not conditioned upon any such repair, improvement, inspection, or testing.

16. Title to the premises is marketable and subject to matters, other than liens and encumbrances, of record in the Lancaster County Courthouse.

17. Any "Disbursement" or similar fees purported to be charged by Purchaser's title company or attorney against Seller, for services which Seller has not specifically engaged, shall be paid by Purchaser.

18. a. Should Purchaser fail to comply with these Conditions, Seller shall, in addition to other remedies provided by law, have the option either (1) to retain Purchaser's down-payment as liquidated damages regardless of whether, or on what terms, the premises are resold or (2) to resell the premises at public or private sale, with or without notice to Purchaser, and to retain any advance in price or to hold Purchaser liable for any loss resulting from such sale, meanwhile holding the down payment as security for or toward payment of any such loss.

b. This Agreement is not assignable by Purchaser without Seller(s) prior written consent. Any assignment may result in additional transfer tax, which would be the sole responsibility of Buyer and Assignee.

\_\_\_\_\_ (SEAL)  
Beatrice K. Armer

SELLER(S)

**PURCHASER'S ACCEPTANCE**

The undersigned Purchaser, having agreed to purchase the real estate mentioned in the foregoing Conditions subject to said Conditions, executes the Purchaser's Acceptance and agrees that it shall be binding upon Purchaser/s and the heirs, legal representatives, successors and assigns of Purchaser.

Should possession of the premises be acquired by Purchaser before payment of the purchase money, and should Purchaser fail to make payments when due; Purchaser authorizes the Prothonotary of any Court of Record to appear for Purchaser in any Court of Record and confess judgment in an amicable action of ejectment against Purchaser in favor of Seller or the latter's assigns for the possession of said premises and directs the issuing of a writ of possession with writ of execution for costs, waiving all irregularities, without notice, without asking leave of Court, waiving present or future exemption laws and waiving the right of appeal.

The sum Purchaser has agreed to pay is

DOLLARS (\$) \_\_\_\_\_ )

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**Witness:**

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

**Purchaser (s)**

Post Office address of Purchaser:

Township or Borough of Purchaser:

RECEIPT

Received of above Purchaser/s, on the date above mentioned on account of the purchase price

TWENTY THOUSAND DOLLARS (\$20,000.00) .

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SELLER(S)

N/A

1812

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INDEX ALL NAMES 142  
SERIES  
day of

**This Deed,**

made this 19th

March in the year nineteen hundred and seventy (1970).

Between FRANK B. ARMER, Widower, of the Township of Bart, County of Lancaster and Commonwealth of Pennsylvania;

(hereinafter called the Grantor ),

and BAUL L. ARMER and BEATRICE K. ARMER, Husband and Wife, of the Township of Bart, County of Lancaster and Commonwealth of Pennsylvania;

(hereinafter called the Grantees ),

Witnesseth, that in consideration of

ONE and 00/100 ----- Dollars (\$ 1.00 ),

in hand paid, receipt whereof is hereby acknowledged, said Grantor do es hereby grant and convey to said Grantees, their heirs and assigns as tenants by the entirety.

ALL THAT CERTAIN tract of vacant land adjoining premises conveyed by the Grantor herein to the Grantees herein on March 20, 1967 and bounded and described as follows, situated in the Township of Bart, County of Lancaster and Commonwealth of Pennsylvania:

BEGINNING at the Northeast corner thereof at a pin at the Southeast corner of land of the Grantees herein and in line of land of Fred Hagerty, Jr. and Elvina Hagerty; thence extending along said Hagerty's land South eight (8) degrees, thirty (30) minutes East, one hundred fifty (150) feet to a pin; thence extending along land of the Grantor herein two (2) courses and distances, viz.: South eighty two (82) degrees, thirty (30) minutes West, one hundred (100) feet and North eight (8) degrees, thirty (30) minutes West, one hundred and fifty (150) feet to a pin at the Southwest corner of land of the Grantees herein; thence extending along said Grantees' land, North eighty two (82) degrees, thirty (30) minutes East, one hundred (100) feet to the Place of BEGINNING.

BEING a part of the same premises which George S. Hartman and R. Maud Hartman, his wife, by Deed dated July 26, 1943 and recorded in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania, in Deed Book O, Volume 40, Page 540, granted and conveyed unto Frank B. Armer, his heirs and assigns, the Grantor herein.

THE premises are conveyed subject to the right of the Grantor herein to use a strip of land ten (10) feet wide running along the boundary between the premises of Fred Hagerty, Jr. and Elvina Hagerty and

(over)

the premises of the Grantees herein conveyed by this Deed and conveyed by the Deed from the Grantor herein to the Grantees herein dated March 20, 1967 and recorded in the Recorder's Office aforesaid in Deed Book O, Volume 56, Page 423, said ten (10) foot strip of land to extend from the premises of the Grantor herein for a distance of four hundred (400) feet Northwardly to the public road.

AND the Grantees herein hereby convey and grant unto the Grantor herein the said right-of-way which extends along the premises hereby conveyed and the aforesaid premises formerly conveyed to them by the Grantor herein and this covenant shall be permanent and the right-of-way shall be for the use of pedestrian and vehicular traffic and this covenant shall run with the land.

THE said Paul L. Armer, Grantee herein, is the son of Frank B. Armer, the Grantor herein.

The grantor covenant that he will warrant specially the property hereby conveyed.

In Witness Whereof the grantor has executed this deed the day and year above written.

Witnesses present:

*Ruth M Hobbs*  
*Paul L. Armer*

*Frank B Armer* (SEAL)  
FRANK B. ARMER, Grantor  
*Paul L. Armer* (SEAL)  
PAUL L. ARMER  
*Beatrice K. Armer* (SEAL)  
BEATRICE K. ARMER, Grantees  
..... (SEAL)

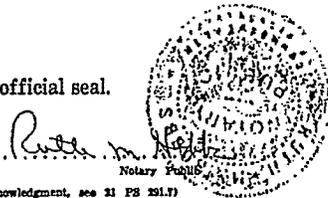


STATE OF PENNSYLVANIA }  
COUNTY OF LANCASTER..... } ss:

On this 19 day of March 1970, before me Ruth M. Hobbs,  
(Officer Print Name; Not Title)  
the undersigned officer, personally appeared FRANK B. ARMER, Widower, Grantor, and  
PAUL L. ARMER and BEATRICE K. ARMER, Husband and Wife, Grantees,

known to me (or satisfactorily proven) to be the person s described in, and whose name.s are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.  
My commission expires:  
Feb. 28, 1974



(Note: For insertions for corporation, fiduciary or attorney-in-fact acknowledgment, see 21 PS 231.7)

I certify that the precise residence of the within grantee s is R.D.#3, Quarryville, Pa.

*Ruth M Hobbs*  
.....  
On behalf of the grantor