
CONDITIONS OF SALE

The Conditions of the present public sale of real estate are as follows:

The property to be sold is 1234 Lampeter Road, in the Township of West Lampeter, County of Lancaster, Commonwealth of Pennsylvania, as more fully described in the legal description attached hereto and made a part hereof (the "Property").

1. The highest bidder shall be the Purchaser¹ upon the Property being struck off to him, and he shall immediately thereafter sign the Purchaser's Agreement attached to these Conditions of Sale, and pay down to Seller TWENTY THOUSAND DOLLARS (\$20,000.00) ("Deposit") or furnish sureties satisfactory to the Seller as security for performance of this Agreement. If any dispute arises among bidders or at the auctioneer's discretion, the Property shall immediately be put up for renewal of bidding.
2. The balance of PURCHASE MONEY shall be paid at SETTLEMENT to be held within sixty (60) days, at the offices of Mersky Law Group ("Settlement") (unless some other time or place shall hereafter be agreed upon by the Seller and Purchaser), upon which payment the Seller shall convey to the Purchaser, by FIDUCIARY 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 or which are of public record, and further subject to any existing wall rights, easements, building or use restrictions, zoning or land subdivision regulations, encroachments of cornices, trim and spouting over Property boundaries, or encroachments of any kind within the legal width of public highways and subject to the restrictions and conditions ("Restrictions") set forth in Paragraph 4 of these Conditions of Sale.

The Seller represents that there are no pending and unsettled eminent domain proceedings and no appropriations by the filing of State Highway plans in the Recorder's Office of which the Seller has knowledge.

At settlement, the Property and all of its appurtenances and 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

¹Both Seller(s) and Purchaser(s), whether one or more and regardless of gender, are designated throughout these Conditions of Sale in singular masculine form.

- possession has been given to the Purchaser, or (d) any taking by eminent domain.
3. Closing costs shall be paid as follows:
 - (1) ACKNOWLEDGMENTS to the Deed shall be paid by Seller, and all required state and local REALTY TRANSFER TAXES shall be paid by Purchaser.
 - (2) REAL ESTATE TAXES shall be apportioned to the date of settlement or prior delivery of possession on a fiscal year basis. If applicable, Buyer shall bear the cost of removing any portion of the Premises from its preferential assessment under Act 319.
 - (3) All utilities serving the property shall be paid by Seller to date of settlement or prior delivery of possession.
 - (4) Any "DISBURSEMENT" or other 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.
 4. The Property shall be sold UNDER AND SUBJECT to the following Restrictions and other matters, which shall bind Purchaser, his heirs, successors and assigns:
 - (1) Public and Private rights in and to that portion of the premises lying in the bed of public roads.
 - (2) All matters and facts, including, but not limited to, any discrepancies, encroachments, violations, variations, overlaps, boundary line disputes, shortage in area, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 - (3) Subject to Covenant & Restrictions, Right of Ways, and Easements (if any) as set forth in Plat Book J18 Page 25.
 - (4) Subject to Deed of Easement recorded in Book L65 Page 214-216.
 - (5) Any and all other matters of public record.
 5. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances; gas, electric, heating, plumbing, lighting and plants, fixtures and systems; and any articles permanently affixed to the Property.

6. POSSESSION, unless otherwise noted in the Conditions, shall be given to the Purchaser at settlement, subject to the items identified in the Public Auction Sale Bill and/or announced prior to the auction as reserved.
7. Seller will continue in force the present hazard insurance (without extended coverage) until delivery of deed or possession to the Purchaser (whichever shall first occur), and in case of loss will credit on account of the purchase price at settlement any insurance collected for the loss or, if the insurance shall not have been paid by the time of settlement, will assign the Seller's right to the insurance proceeds to the Purchaser.
8. The Seller reserves the right to reject any or all bids. Seller reserves the right to withdraw the Property from Sale and/or to adjourn the Sale to a further date or dates.
9. The sale of the Premises and the Purchaser's obligations under these Conditions of Sale shall not be contingent upon the Purchaser's ability to obtain financing for the purchase of the Premises, nor shall they be contingent upon the sale of any other real estate owned by the Purchaser.
10. The said time for settlement and all other times or obligations under these Conditions of Sale are hereby agreed to be of the essence of this Agreement and Conditions of Sale.
11. By execution of the Purchaser's Agreement, the Purchaser acknowledges that he has had a full and complete opportunity to inspect the Property. ***The Property is being sold unto Purchaser "AS IS", with no representation, guarantee or warrant regarding the condition of the Property or any improvement or structure erected on the Property, if any, including, but not limited to, its structural integrity, roof, appliances, electrical system, heating system, plumbing, water system, sewage disposal system, or any portion thereof (other than the Seller's Property Disclosure Statement, annexed hereto, submitted by Seller in good faith and to the best of Seller's knowledge).***

No representations are made or warranties given regarding the presence or absence of any hazardous or toxic substances, materials or wastes, regarding the zoning of the property or that the Property is in compliance with any federal, state or local environmental laws, regulations or ordinances.

In the event any repair or improvement to or any inspection or testing of the Property is desired by the Purchaser or by any lender proposing to provide Purchaser with financing for the purchase of the Property, the cost 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 or to impose such conditions upon any permitted repair, improvement, inspection, or testing as Seller deems appropriate, including, but not limited to, insurance coverage and indemnification and hold harmless agreements. The Purchaser's Agreement shall not be conditioned upon any such repair, improvement, inspection, or testing, or upon any specific results obtained from such inspection or testing.
12. Any survey required by Purchaser or Purchaser's title insurer shall be at Purchaser's expense.
 13. LEAD PAINT DISCLOSURE. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage. Lead poisoning also poses a particular risk to pregnant women. The Seller is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection is recommended prior to purchase.
 14. Purchaser acknowledges receipt, if applicable, of the Property Disclosure Statement, Lead-Based Paint Hazards Disclosure Form and EPA Lead-Based Paint Pamphlet which are attached hereto, and further acknowledges that no representations have been made contrary thereto and that Purchaser is not relying upon any representations or statements of the Seller, attorney for the Seller or the Auctioneer. The Purchaser releases the Seller, Attorney for the Seller and the Auctioneer from any claims, actions or causes of action arising from or due to any defect in the Property existing on the date of this sale.
 15. The Purchaser acknowledges that these Conditions of Sale were available for inspection by the purchaser prior to the commencement of bidding and sale of the Property, that the Purchaser had an opportunity to review the full Conditions of Sale, and that the Purchaser understands the contents thereof and all terms and conditions under which the Property is being sold, agreeing to be bound by the full terms and conditions as set forth therein. The Purchaser acknowledges that only a summary of the Conditions of Sale was announced prior to commencement of bidding on the Property, and that the Purchaser is not relying upon the public announcement of the Conditions of Sale as a complete statement of the terms and conditions for sale of the Property.
 16. These Conditions of Sale, together with the Purchaser's Agreement and Seller's Property Disclosure Statement annexed hereto, represent the whole agreement between the parties, and any representations concerning the Property, or otherwise, made prior to the execution of the Purchaser's Agreement, are hereby superseded by these Conditions of Sale. No modification of these Conditions of

Sale shall be valid unless made in writing, executed with the same degree of formality as these Conditions of sale and the Purchaser's Agreement attached hereto.

17. In case of non-compliance by the Purchaser with these Conditions, the Seller, in addition to all other remedies provided by law or in equity, shall have the option either (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 or his sureties (if any) 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.

Estate of Doris E. Hagelgans

Dated: _____

By: _____ (SEAL)

Donna L. Russell, Executrix

LEGAL DESCRIPTION

PROPERTY

ADDRESS: 1234 Lampeter Road, Lancaster, PA 17602

COUNTY: Lancaster

ALL that certain tract or piece of land with a dwelling thereon erected, known as No. 1234 Lampeter Road, situated in the Township of West Lampeter and County of Lancaster, State of Pennsylvania, being Lot No. 1, on a plan of lots known as "Suburban Greens", bounded and described according to a survey dated April 20, 1956 and May 16, 1957, by Howard H. Ranck, Reg. Sur., as follows, to wit:

Beginning at the Southeast corner, thereof, a spike in the State Highway leading from Lampeter to Lancaster, known as the Lampeter Road, a corner of property now or late of Frank Weaver; thence extending along property now or late of Frank Weaver, South 80 degrees 09 minutes West, a distance of 181.6 feet to a point, a corner of Lot No 9 on said plan; thence extending along Lot No. 9, North 37 degrees 28 minutes West, a distance of 44 feet to a stake a corner of Lot No. 2, on said plan; thence extending along Lot No. 2, North 52 degrees 31 minutes East, a distance of 160 feet to a point, in the Lampeter Road; thence extending in and along said road, South 37 degrees 29 minutes East, a distance of 129.6 feet to a spike, the place of beginning.

PURCHASER'S AGREEMENT

I/We,

agree to have purchased the Real Estate mentioned in the foregoing Conditions, subject to said Conditions, for the sum of

(\$ _____) Dollars.

If I/we shall acquire possession of the Property before payment of the purchase money and shall 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 said 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 13th day of August, 2024.

Witness: _____(SEAL)

_____ (SEAL)

Purchaser

Witness: _____(SEAL)

_____ (SEAL)

Purchaser

RECEIPT

Received of Purchaser on above date, as down money on account of the above purchase price, the sum of Twenty Thousand Dollars (\$20,000.00) on behalf of Seller.

Dated: _____

9752

JUN 25 1974

L 65 214
1 02 342

RW 417 (1-73)
CC-0830-4700-0050



COUNTY	Lancaster
CITY-BORO-TWP.	West Lampeter
L.R. - SEC.	36027-A03
FED. PROJ. NO.	
CL. NO.	3604702
CLAIMANT	Clarence F. & Barbara Sallade, H/W

DEED OF EASEMENT

THIS INDENTURE, made *May 30, 1974*
by Clarence F. Sallade and Barbara Sallade, His Wife
of West Lampeter Township, Lancaster County, Pennsylvania

APPROVED AS TO FORM

J. H. Gable
ATTORNEY

owner(s) of property affected by the construction or improvement of the above mentioned Legislative Route, their heirs, executors, administrators, successors, and/or assigns, hereinafter, whether singular or plural, called the GRANTOR, and the Commonwealth of Pennsylvania, Department of Transportation, hereinafter called the COMMONWEALTH,

WITNESSETH:

WHEREAS the COMMONWEALTH on a future date will record a plan in the Recorder of Deeds Office of the aforesaid County indicating its authorization to condemn right of way for the above highway from the aforesaid property; and

WHEREAS the parties hereto have agreed that, in lieu of condemnation, the GRANTOR will convey to the COMMONWEALTH an easement for highway purposes unlimited in vertical dimension from the property or portion thereof required by the COMMONWEALTH,

NOW, THEREFORE, in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the GRANTOR does hereby grant and convey to the COMMONWEALTH as easement for highway purposes unlimited in vertical dimension from

- the premises described in Exhibit "A"
- that portion of the aforesaid premises designated as required right of way on the plot plan

attached hereto and made a part hereof, being a portion of the same premises conveyed or devised to the GRANTOR by deed of John H. Gable and Mary E. Gable, His Wife to Clarence F. Sallade and Barbara Sallade, His Wife deed recorded February 9, 1959 in the Lancaster County Recorder of Deeds office

dated 2-9-59 recorded in deed book E Vol. 47 page 376

The property is identified as Parcel No. 68 on the Commonwealth Plan. The area conveyed contains approx. 1440 sq.ft. for right of way.

together with the improvements, hereditaments and appurtenances thereto.

Provided, however, that the GRANTOR shall retain the right to deep mine minerals, including removal of gas and oil by means of wells located off the right of way, from a minimum depth to be determined by the COMMONWEALTH.

The GRANTOR does further remise, release, quitclaim and forever discharge the COMMONWEALTH or any agency or political subdivision thereof or its or their employees or representatives of and from all suits, damages, claims and demands which the GRANTOR might otherwise have been entitled to assert under the provisions of the State Highway Law, Act of June 1, 1945, P.L. 1242, as amended (36 P. S. 670-101 et seq.), or the Eminent Domain Code, Act of June 22, 1964, P. L. 84, as amended, (26 P. S. 1-101 et seq.), for or on account of any injury to or destruction of the aforesaid property of the GRANTOR through or by reason of the aforesaid highway construction or improvement, except damages, if any, under Section 610 (Limited Reimbursement of Appraisal, Attorney and Engineering Fees) and Section 610.1 (Payment on Account of Increased Mortgage Costs) of the Eminent Domain Code; provided, however, that, if relocation of a residence or business or farm operation is involved, this release shall likewise not apply to damages, if any, under Section 601-A(a) (Moving Expenses) and/or Sections 602-A and/or 603-A (Replacement Housing) of the Eminent Domain Code.

The GRANTOR does further indemnify the COMMONWEALTH against any claim made by any lessee of the aforesaid property who has not entered into a Settlement Agreement with the COMMONWEALTH.

IN WITNESS WHEREOF, the GRANTOR has executed or caused to be executed these presents, intending to be legally bound thereby.

INDIVIDUAL OR PARTNERSHIP

Witness Lynn A. Carroll Clarence F. Sallade (SEAL)
 Clarence F. Sallade
 Witness Lynn A. Carroll Barbara Sallade (SEAL)
 Barbara Sallade
 Witness _____ (SEAL)
 Witness _____ (SEAL)

CORP., ASSOC., CLUB, ETC.

I attest to the signature of the officer who has executed this deed and certify that execution hereof has been duly authorized, by the

 .BD. OF DIRS., MAJORITY VOTE OF ASSOC., ETC.

 Secretary
 BY _____
 CORPORATION, ASSOCIATION, CLUB, ETC.

 President
 (SEAL)

COMMONWEALTH OF PENNSYLVANIA: : ss:
 COUNTY OF Lancaster :
 On May 30, 1974, before me,
 the undersigned officer, personally appeared
 Clarence F. Sallade and
 Barbara Sallade
 known to me (or satisfactorily proven) to be the
 person(s) whose name(s) subscribed to
 the within instrument, and acknowledged that
 executed the same.

IN WITNESS WHEREOF, I have hereunto set
 my hand and official seal.
 (SEAL) Roman R. Seyer
 Notary Public, Utility Bureau, Lancaster County, Pa.
 My Commission Expires August 1, 1975
 My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA: : ss:
 COUNTY OF :
 On _____, before me,
 the undersigned officer, personally appeared
 _____, who acknowledged
 himself to be the _____ of

 a corporation, and that he as such officer, being
 authorized to do so, executed the foregoing instrument
 on behalf of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my
 hand and official seal.
 (SEAL) _____
 Notary Public
 My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA: : ss:
 COUNTY OF :
 Recorded in the Office for Recording of Deeds
 in and for aforesaid County in Deedbook
 Page _____
 Witness my hand and seal of Office on

Recorder of Deeds

I certify that, upon recording, the within instrument should be mailed to:

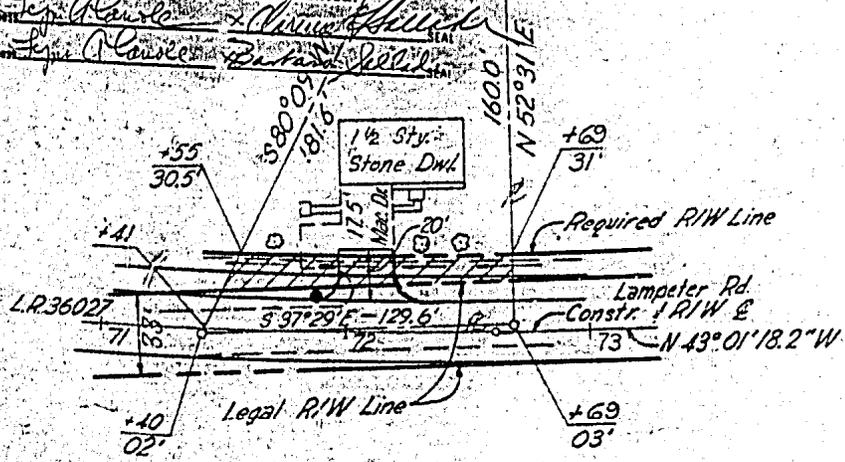
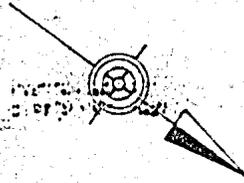
Right of Way Administrator
Pennsylvania Department of Transportation

21st & HERR STREETS
HARRISBURG, PA.

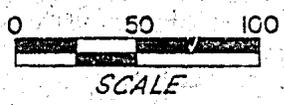
Roman R. Seyer
 Agent for Commonwealth of Pennsylvania
 Department of Transportation

This print is made from sheet No. 1 of right-of-way plan for Route No. 36027, Section No. 3, LANCASTER County, approved by the Governor on April 24, 1959 which (we) have examined and had explained to (us) this 15 day of April 1959 and is to be attached to the release herewith executed.

Witness my hand and seal this 15 day of April 1959 at Lancaster, Pennsylvania.
 [Signatures and Seal]



LEGEND
 Required R/W Area

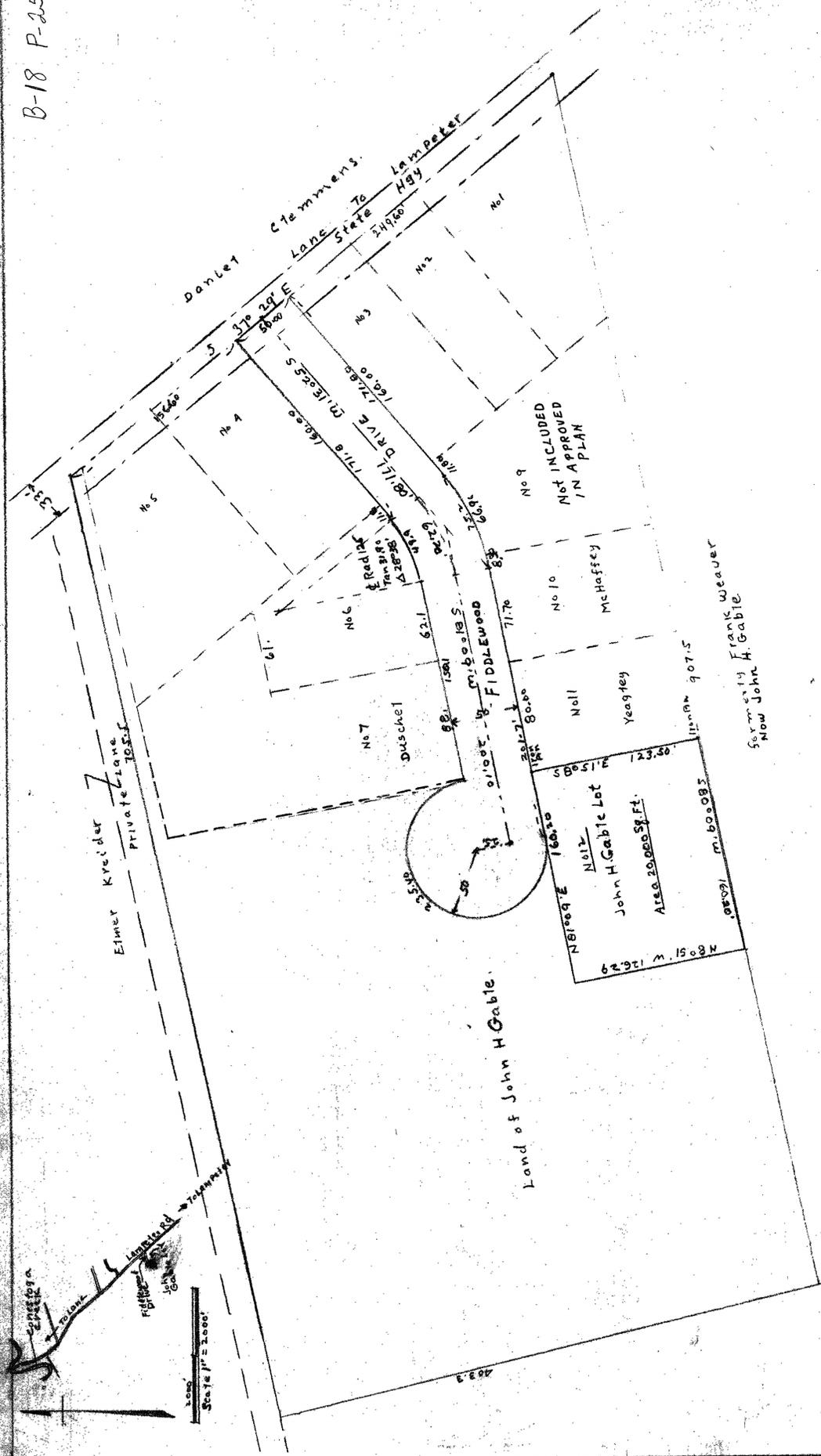


PLOT PLAN
 COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
 LEG. RTE. 36027 SEC. NO. A03 NW LAMPETER TWP. LANCASTER COUNTY
 PARCEL NO. 68 SHEET NO. _____ CLAIM NO. _____
 PROPERTY OWNER(S) CLARENCE F. SALLADE & BARBARA SALLADE

This plot is plotted from the deed of record recorded in LANCASTER County Courthouse and reflects the accuracy and/or inaccuracy of this deed.

GRANTOR(S) JOHN H. GABLE & MARY E. GABLE

		AREAS	REQ'D. AREA
DEED BOOK	<u>E 47</u>	DEED	<u>13,503.6 SF</u>
PAGE	<u>376</u>	CALCULATED	<u>13,740.4 SF</u>
DATE OF DEED	<u>2-9-59</u>	ADVERSES	
DATE OF RECORD	<u>2-9-59</u>	LEGAL R/W	<u>2,037.8 SF</u>
CONSIDERATION	<u>\$14,900.00</u>	EFFECTIVE	<u>11,465.8 SF</u>
I.R.S. STAMPS	<u>\$16.50</u>	TOTAL REQ'D. R/W	<u>1,440.5 SF</u>
		TOTAL RESIDUE	<u>10,023.3 SF</u>
		RESIDUE LT.	
		RESIDUE RT.	
		REQ'D. AREA	<u>1,440.5 SF</u>
		CHANNEL	
		SLOPE	
		VERF. DATE	
		DRAWN BY	<u>DIST. B-0</u>



9606
 Recorded in the office for recording of deeds, etc.,
 for Lancaster Co., Pennsylvania, in DISCUSSION PLAN
 Book 18 Volume 25 Page 25
 Witness my hand and seal of office this 13TH
 day of FEBRUARY A.D. 1963
H. W. [Signature]
 PLAN OF LOT (No. 12)
 John H. Gable in Sub-Urban Greens
 on Fiddlewood Drive
 in West Lampeter Twp. Lancaster Co., Penna.
 Plotted from a survey of Road, Nov. 1961
 Nov. 28, 1962.
 Howard H. Rantek
 Reg. Surveyor
 No. 4643
 Scale 1" = 50'



PLAN APPROVED
 By West Lampeter Planning Comm
[Signature]
[Signature]
[Signature]
 Date 1/19/63

PLAN APPROVED
 By West Lampeter Twp. Supervisors
[Signature]
[Signature]
[Signature]
 Date 1/19/63

Formerly Franks weaver
 Now John H. Gable