
CONDITIONS OF SALE

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

The property to be sold is 164 Magnolia Drive, in the Township of Martic, 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-FIVE THOUSAND DOLLARS (\$25,000.00) ("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 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 Covenants & Restrictions, Right of Ways, and Easements as set forth in plat map Inst No. 2018-0455-J and Book J-196 Page 29.
 - (4) Subject to Reserving Deed recorded in Deed Book 4527 Page 303-305.
 - (5) Subject to Building & Use Restrictions recorded in Book 5752 Page 80-82.
 - (6) 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. If Seller notifies Buyer that he wishes to enter into a tax deferred exchange for the Premises pursuant to the Internal Revenue Code, Buyer agrees to cooperate with Seller in connection with such exchange, including the execution of such documents as may be reasonably necessary to conduct the exchange, provided that there shall be no delay in the agreed-to settlement date, and that any additional costs associated with the exchange are paid solely by Seller. Seller shall indemnify and hold harmless Buyer against any liability which arises from any aspect of the exchange transaction.
11. 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.
12. 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.

13. Any survey required by Purchaser or Purchaser's title insurer shall be at Purchaser's expense.
14. **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.
15. 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.
16. 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.

17. 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.

18. 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.

Dated: _____

_____(SEAL)

Benjamin S. King

Dated: _____

_____(SEAL)

Fannie R. King

LEGAL DESCRIPTION

PROPERTY

ADDRESS: 164 Magnolia Drive, Holtwood, PA 17532

COUNTY: Lancaster

Legal description from Deed Doc #6446748.

ALL THAT CERTAIN parcel of land SITUATE in Martic Township, Lancaster County, Pennsylvania, being shown as Parcel B on Lot Add-On Plan prepared for Benjamin S. King, dated May 18, 2018 and last revised October 17, 2018 by Regester Associates, Inc., Kennett Square, Pennsylvania, and being more fully described as follows:

BEGINNING at a point on the common line between lands now or late of David Jackson and Debra Ressel (a/k/a Tax Account no. 4303681900000) and lands now or late of Benjamin S. and Fannie R King (a/k/a Tax Account no. 4302643000000), said beginning point being measured South 39 degrees 52 minutes 32 seconds East 396.62 feet from the northwesterly corner in common of said lands of Jackson and Ressel and said lands of King on the title line in Magnolia Drive — T-442; thence from the point of beginning, through said lands of Jackson and Ressel, the following three (3) courses and distances: (1) South 87 degrees 28 minutes 55 seconds East 55.55 feet; (2) South 44 degrees 11 minutes 15 seconds East 63.30 feet; (3) South 28 degrees 51 minutes 38 seconds West 49.13 feet to a point on line of the aforesaid lands of King; thence along said lands of King, North 39 degrees 52 minutes 32 seconds West 118.39 feet to the point of beginning; and

Legal description from Deed Doc #6446749:

ALL THAT CERTAIN parcel of land SITUATE in Martic Township, Lancaster County, Pennsylvania, being shown as Lot 1 on Lot Add-On Plan prepared for Benjamin S. King, dated May 18, 2018 and last revised October 17, 2018 by Regester Associates, Inc., Kennett Square, Pennsylvania, and being more fully described as follows:

BEGINNING at the northwesterly corner in common of Lot 1 and Lot 2 on the title line in Magnolia Drive — T-442; thence from the point of beginning, along Lot 2, the following nine (9) courses and distances: (1) leaving said title line, passing over a re-rod (found) at a distance of 30.01 feet, South 39 degrees 52 minutes 32 seconds East 193.37 feet; (2) South 01 degree 10 minutes 55 seconds West 45.34 feet; (3) South 17 degrees 15 minutes 45 seconds East 53.03 feet; (4) South 80 degrees 49 minutes 12 seconds East 76.55 feet; (5) South 39 degrees 52 minutes 32 seconds East 62.29 feet; (6) South 87 degrees 28 minutes 55 seconds East 55.55 feet; (7) South 44 degrees 11 minutes 15 seconds East 63.30 feet; (8) South 28 degrees 51 minutes 38 seconds West 49.13 feet; (9) South 39 degrees 52 minutes 32 seconds East 81.15 feet to a re-rod (found), a point on line of lands now or late of Kenneth P. and Donna U. Roy; thence along said lands of Roy, the following two (2) courses and distances: (1) South 47 degrees 35 minutes 54 seconds West 40.88 feet; (2) also along lands now or late of M. Angela Hull, South 50 degrees 46 minutes 16 seconds West 84.16 feet to a re-rod (found), a corner of lands now or late of Shelli McWilliams; thence

along said lands of McWilliams, passing over a re-rod (found) 29.39 feet from the northwesterly terminus of this course, North 39 degrees 52 minutes 32 seconds West 597.01 feet to a point on the title line in Magnolia Drive, aforesaid; thence along said title line, North 50 degrees 07 minutes 28 seconds East 125.00 feet to the point of beginning; and CONTAINING 1.714 acres of land, be the same, more or less.

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 22nd day of October, 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-Five Thousand Dollars (\$25,000.00) on behalf of Seller.

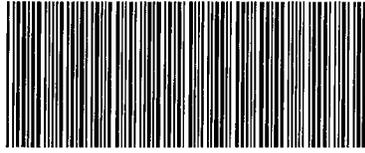
Dated: _____

Lancaster County

Ann M. Hess
 Recorder of Deeds
 150 N. Queen Street
 Suite 315
 Lancaster, PA 17603
 Phone: 717-299-8238
 Fax: 717-299-8393



INSTRUMENT # : 2018-0455-J
 RECORDED DATE: 11/20/2018 03:33:58 PM



3986195-00371

LANCASTER COUNTY ROD**OFFICIAL RECORDING COVER PAGE**

Page 1 of 4

Document Type: SUBDIVISION PLANS & OTHER PLANS

Transaction Reference: eSecureFile : 7988247

Document Reference:

Transaction #: 3833441 - 1 Doc(s)

Document Page Count: 3

Operator Id: acrawley

RETURN TO: (Simplifile)

Regester Associates
 330 W State St
 Quarryville, PA 17566
 (717) 786-8741

SUBMITTED BY:

Regester Associates
 330 W State St
 Quarryville, PA 17566

*** PROPERTY DATA:**

Parcel ID #: 4302643000000

Municipality: MARTIC TOWNSHIP (100%)

School District: PENN MANOR SD

*** ASSOCIATED DOCUMENT(S):****FEES / TAXES:**

RECORDING FEE: SUBDIVISION PLANS & OTHER PLANS	\$9.50
CRC #6544	\$2.00
RIF #6543	\$3.00
WRIT TAX	\$0.50
EXTRA PAGE FEE	\$4.00
Total:	\$19.00

INSTRUMENT # : 2018-0455-J
 RECORDED DATE: 11/20/2018 03:33:58 PM

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Lancaster County, Pennsylvania.



Ann M. Hess
 Recorder of Deeds

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always controls.

*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.

Return to: REGESTER ASSOCIATES, INC.
330 WEST STATE STREET
QUARRYVILLE PA 17566

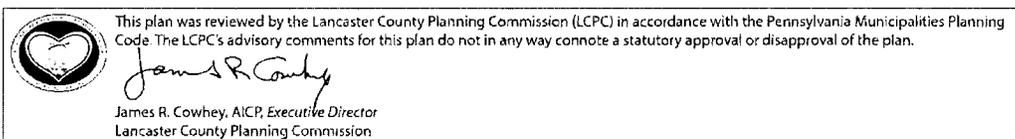
District #: 430

Re: LCPC File #: 79-148-3C

A request to review the plan identified below was received by the Lancaster County Planning Commission on **September 7, 2018** and was reviewed at the Commission meeting on **October 9, 2018**.

Plan Name: Benjamin S. King
Municipality: Martic Township

Property Owner(s): Benjamin S. & Fannie R. King
David Jackson & Debra Ressel



LOT ADD-ON PLAN FOR BENJAMIN S. KING

SITUATE IN MARTIC TOWNSHIP, LANCASTER COUNTY, PENNSYLVANIA

LANDOWNERS
BENJAMIN S. & FANNIE R. KING
164 MAGNOLIA DRIVE
HOLTWOOD, PA 17532

TAX ACCOUNT NUMBER
4302643000000

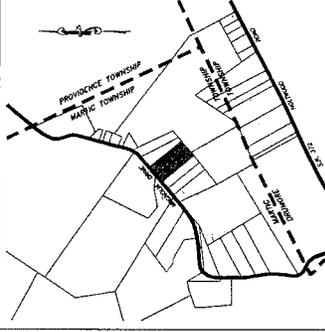
SOURCE OF TITLE
DEED NUMBER: 6376788

DAVID JACKSON & DEBRA RESSEL
158 MAGNOLIA DRIVE
HOLTWOOD, PA 17532

TAX ACCOUNT NUMBER
4303681900000

DEED NUMBER: 6296231
SUBPLAN: J-169-085

LOCATION MAP SCALE - 1" = 800'



CERTIFICATE OF OWNERSHIP, ACKNOWLEDGMENT OF PLAN AND OFFER OF SUBMISSION
COUNTY OF LANCASTER
ON THIS, THE 27th DAY OF NOVEMBER, 2018, DAVID JACKSON & DEBRA RESSEL, the undersigned owners of the property shown on this plan, do hereby certify that they are the owners of the property shown on this plan and that they are offering the same to the public use and that they desire the same to be recorded, and that all streets and other public facilities shown on this plan are hereby dedicated to the public use.

DAVID JACKSON
DEBRA RESSEL
BY: [Signature]

ACKNOWLEDGMENT OF PLAN AND OFFER OF SUBMISSION
COUNTY OF LANCASTER
ON THIS, THE 27th DAY OF NOVEMBER, 2018, DAVID JACKSON & DEBRA RESSEL, who being duly sworn according to law, do hereby certify that they are the owners of the property shown on this plan and that they are offering the same to the public use and that they desire the same to be recorded, and that all streets and other public facilities shown on this plan are hereby dedicated to the public use.

DAVID JACKSON
DEBRA RESSEL
BY: [Signature]

NOTARY PUBLIC
BY: [Signature]

LANCASTER COUNTY PLANNING COMMISSION
THE LANCASTER COUNTY PLANNING COMMISSION, BEING ORGANIZED UNDER THE PROVISIONS OF THE PENNSYLVANIA MUNICIPALITY PLANNING CODE, ACT 247 OF 1978, AS AMENDED, HEREBY APPROVES THIS PLAN AND OFFERS THE SAME TO THE PUBLIC USE AND THAT THE PLANNING COMMISSION HAS REVIEWED THE PLAN AND IS OF THE OPINION THAT THE PLAN IS IN ACCORDANCE WITH THE LANCASTER COUNTY PLANNING COMMISSION AND THE COMMISSION DOES NOT HAVE ANY COMMENTS OR REVISIONS TO BE MADE TO THE PLAN.

LANCASTER COUNTY PLANNING COMMISSION MEMBER CECILIA...
AT A MEETING ON 10/17/18 AT 5:00 PM, THE MARTIC TOWNSHIP BOARD OF SUPERVISORS GRANTED APPROVAL OF THIS LOT ADD-ON PLAN, INCLUDING THE OFFER OF THE APPLICABLE DATA, TO BE RECORDED, AS LAST AMENDED 10/17/18.

REGISTER ASSOCIATES, INC.
REGISTERED LAND SURVEYORS
PROFESSIONAL ENGINEERS
P.O. BOX 48
1010 WALKERSVILLE ROAD
HOLTWOOD, PA 17532
(717) 709-9141

REGISTER ASSOCIATES, INC.
REGISTERED LAND SURVEYORS
PROFESSIONAL ENGINEERS
P.O. BOX 48
1010 WALKERSVILLE ROAD
HOLTWOOD, PA 17532
(717) 709-9141

1. HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THE SURVEY AND INSTRUMENT ACCURATELY REPRESENT THE SUBMISSION AND LAND DEVELOPMENT ORIGINALLY SUBMITTED TO THE LANCASTER COUNTY PLANNING COMMISSION.
DATE: 10-17-18
SIGNATURE: [Signature]

Table with columns: No., Date, Description, Amount. Includes entries for recording fees and taxes.

Table with columns: Date, Description, Amount. Includes entries for recording fees and taxes.

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LANCASTER COUNTY REGISTER ASSOCIATES, INC. logo and contact information. Includes address: 1010 WALKERSVILLE ROAD, HOLTWOOD, PA 17532. Phone: (717) 709-9141.

994079866

25.00
ZMA

DEC 21 1994

PLANKENHORN CO., WILLIAMSPORT, PA.

WARRANTY DEED - 1980

County Parcel No. 20K-6-1C
20K-6-8

Tax Assessment Dist. Code No. 430

This Deed,

MADE the 21st day of December
in the year nineteen hundred and ninety-four (1994).

BETWEEN WILLIAM I. WITTICK, JR. and MINNIE F. WITTICK, his wife,
of the Township of West Lampeter, County of Lancaster and
Commonwealth of Pennsylvania, (hereinafter called Grantors,) and
FRANKLIN C. ZIMMERMAN and VIRGINIA M. ZIMMERMAN, his wife, of the
Township of Martic, County of Lancaster and Commonwealth of
Pennsylvania, (hereinafter called Grantees) -----

WITNESSETH, That in consideration of ONE (1.00) -----
----- Dollar,

in hand paid, the receipt whereof is hereby acknowledged, the said grantors -- do -- hereby grant
and convey to the said grantees, their heirs and assigns,

~~AND~~ SEE ATTACHED DESCRIPTION.

I Certify This Document To Be
Recorded in Lancaster Co., Pa.



Ronald N. Cohen
Recorder of Deeds

RECORDED OR FILED
24 DEC 21 PM 1:25
RECORDS DEEDS
LANCASTER, PA.

4527 0303

DIST 430 MAP 2K BLK 6 LOT 5
WT 50 RF 13.00 AM 11.50 TOT 25.00

ALL THAT CERTAIN tract of land having thereon erected a dwelling and other improvements, said tract being situate in the Township of Martic, County of Lancaster, and the Commonwealth of Pennsylvania, said tract being more particularly shown on a Lot Add-On Plan prepared for William I., Jr. and Minnie F. Wittick by D. C. GOHN ASSOCIATES, INC., Surveyors, Engineers, and Landscape Architects on August 8, 1994, said Lot Add-On Plan being recorded in the office of the Recorder of Deeds for Lancaster County, Pennsylvania in Subdivision Plan Book J-187 Page 133 on Nov. 14, 1994, and all the same being more fully bounded and described as follows, to wit:

BEGINNING at a p.k. nail in or near the centerline of Township Road No. 442 (Magnolia Lane), said point being located a distance of 226.7 feet, more or less, South of the centerline of Devlin Drive and said point also being a corner of property of Harry, Jr. and Nancy J. Moyer; thence continuing along said property of Harry, Jr. and Nancy J. Moyer and along property of Kenneth P. and Donna U. Roy, respectively, South $27^{\circ} 45' 40''$ East, a distance of 609.47 feet to an iron pin, a corner of property of Kenneth P. and Donna U. Roy; thence continuing along said property of Kenneth P. and Donna U. Roy, South $48^{\circ} 09' 48''$ West, a distance of 128.87 feet to an iron pin, a corner of property of William I., Jr. and Minnie F. Wittick, of which the hereindescribed was formerly a part; thence continuing along said property of William I., Jr. and Minnie F. Wittick, North $27^{\circ} 45' 40''$ West, a distance of 607.76 feet to a railroad spike in the bed of the aforementioned Township Road No. 442 (Magnolia Lane); thence continuing in and through the said bed of Township Road No. 442 (Magnolia Lane), North $47^{\circ} 25' 40''$ East, a distance of 129.30 feet to a p.k. nail, the point or place of BEGINNING.

CONTAINING an area of 76,076.72 square feet or 1.747 acres of land which includes the right-of-way area of Township Road No. 442 (Magnolia Lane), the area of a twenty feet wide by ninety feet long storm water management easement, and the area of a twenty feet wide by fifty feet long easement for a replacement septic system to which this tract is subject.

The abovedescribed tract is subject to the aforementioned twenty feet wide by ninety feet long storm water management easement, said storm water management easement being more particularly shown on the abovedescribed Lot Add-On Plan.

The abovedescribed tract is also subject to the aforementioned twenty feet wide by fifty feet long easement for a replacement septic system, said easement being more particularly shown on the abovedescribed Lot Add-On Plan.

BEING THE SAME PREMISES which William I. Wittick, Jr., and Minnie F. Wittick, his wife, by Deed, dated July 31st, 1990, and recorded in the Office of the Recorder of Deeds in and for Lancaster County, in Record Book 2961 - Page 378, granted and conveyed unto Franklin C. Zimmerman and VIRGINIA M. ZIMMERMAN, his wife, grantees herein, plus an Add-on lot being more particularly shown on the Lot ADD-ON Plan, recorded in the Office of the Recorder of Deeds of Lancaster County, Pa., in Sub-division Book J-187, Page 133 on Nov. 14, 1994.

This transaction is tax exempt, being between parents and daughter (Virginia M. Zimmerman).

4527 0304

AND the said grantors will SPECIALLY WARRANT AND FOREVER DEFEND the property hereby conveyed.

IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals, the day and year first above-written.

Scaled and delivered in the presence of

[Handwritten signatures]
.....
.....
.....
.....

William I. Wittick, Jr. (SEAL)
William I. Wittick, Jr.
Minnie F. Wittick (SEAL)
Minnie F. Wittick
..... (SEAL)
..... (SEAL)
..... (SEAL)
..... (SEAL)

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the grantee s herein is as follows:
146 Magnolia Drive, Holtwood, PA. (Martic Twp.) 17532.

[Signature]
.....
Attorney or Agent for Grantee s
Michael H. Ranck, Esquire I.D#06991

Commonwealth of Pennsylvania }
County of LANCASTER } ss.

On this, the 21st day of December 1974, before me
the undersigned officer, personally appeared WILLIAM I. WITTICK, JR. and MINNIE F. WITTICK, his wife,
known to me (or satisfactorily proven) to be the person s whose name s are subscribed to the within instrument, and acknowledged that THEY executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and NOTARIAL seal.

My Commission Expires 3/21/95

[Signature]
Notary Public

NOTARIAL SEAL
DONNA M. McEVY, Notary Public
Lancaster City, Lancaster Co., PA
My Commission Expires Dec. 20, 1995

998035910

MAY 26 1998

RS# 37645

THIS DEED made the 21st day of May, 1998

BETWEEN JEFFREY A. NADU and PATRICIA STIPE NADU
hereinafter called **GRANTOR** and
ADRIAN MORALES and MELISSA A. NEWCOMER
hereinafter called **GRANTEE**

(Both Grantor and Grantee, whether one or more, referred to as though singular in number)
WITNESSETH, that the said GRANTOR for and in consideration of the
sum of (\$49,900.00) paid by the said GRANTEE to
the said GRANTOR, at and before the signing and delivery of these presents, the receipt whereof is hereby
acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell
and convey unto the said GRANTEE and GRANTEE'S heirs, successors and assigns the premises described
on Exhibit "A" attached hereto and incorporated herein by reference:

TOGETHER with all buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and
appurtenances, to the same belonging, or in any wise appertaining, and any reversions, remainders, rents,
issues and profits thereof, and of every part and parcel thereof, including any interests specifically set forth
on Exhibit "A", if any. And also, all the estate, right, title, interest, property, possession, claim and demand
whatsoever, both in law and equity, of the Grantor of, in and to the same.

TO HAVE AND TO HOLD the same premises, and the appurtenances, hereby granted to Grantee and
Grantee's heirs, successors and assigns, to and for the only proper use, benefit and behoof of the said
Grantee and Grantee's heirs, successors and assigns forever, under and subject to the conditions set forth
on Exhibit "A", if any,
AND the said Grantor hereby covenants and agrees that Grantor will warrant specially the property hereby
conveyed.

In Witness Whereof, the said Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, Sealed and Delivered }
In the Presence of Us }

TAXES	
Pa.	499.00
Local	249.50
Local	249.50

Jeffrey A. Nadu
JEFFREY A. NADU
Patricia Stipe Nadu
PATRICIA STIPE NADU
Penn Manor

RECORDED OR FILED
98 MAY 26 PM 2:58
RECORDED
LANCASTER, PA.

Martie Twp
State of Pennsylvania }
County of Lancaster }

On the 21st Day of May 1998, before me, the Undersigned Officer, personally appeared
JEFFREY A. NADU and PATRICIA STIPE NADU known to me (or satisfactorily proven) to be the person(s)
whose name(s) is/are subscribed to the within instrument, and acknowledged that they executed the same
for the purposes therein contained, and desired the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

I certify the address of the within-named

Grantee is Lot 7 Magnolia Lane

Martie Township
4156 Magnolia Ln
Mt Joy Pa 17552

Dorothy E. Horst

Dorothy E. Horst
Title of Officer

My Commission Expires:

NOTARIAL SEAL
DOROTHY E. HORST, Notary Public
Lancaster, Lancaster County, PA
My Commission Expires Apr. 23, 2002

5752 0080

DIST 430 MAP 20K BLK 6 LOT 1C MT .50 RF 1300 SF 2.00 AH 11.0 TOT 2720

EXHIBIT "A"

ALL THAT CERTAIN lot or tract of land being situate on the southeast side of Magnolia Drive (Township Road No. T-442), in the Township of Martic, County of Lancaster and Commonwealth of Pennsylvania, said lot being known as Lot No. 7, Block "A" on a Final Plan of Lots prepared for Jeffrey A. Nadu by Strausser Surveying and Engineering, Inc., dated February 1, 1996 and revised November 1, 1996, said plan being known as Drawing No. 96041031, said plan being recorded in the Recorder of Deeds Office in Lancaster, Pennsylvania in Subdivision Plan Book No. J-196 on Page No. 29, said lot being more fully bounded and described as follows:

BEGINNING at a P.K. spike in Magnolia Drive (Township Road No. T-442), a corner of lands of Dale, Lester and Margaret B. Campbell as shown on a plan recorded in Subdivision Plan Book No. J-154 on Page No. 147, said P.K. spike being located at a distance of 3,400 feet north and east of a point located in the intersection of Magnolia Drive (Township Road No. T-442) and Holtwood Road; thence in and along Magnolia Drive (Township Road No. T-442), North 50 degrees, 43 minutes and 01 seconds East, a distance of 125.00 feet to a P.K. spike, a corner of Lot No. 6, Block "A"; thence along Lot No. 6, Block "A" and crossing a drainage easement area, South 39 degrees, 16 minutes and 59 seconds East, a distance of 594.19 feet to an iron pin in line of lands of Alan S. and M. Angela Hull; thence along said lands of Alan S. and M. Angela Hull, South 51 degrees, 21 minutes and 49 seconds West, a distance of 271.25 feet to an iron pin in line of lands of Dale, Lester and Margaret B. Campbell as shown on a plan recorded in Subdivision Plan Book No. J-154 on Page No. 147; thence along said lands of Dale, Lester and Margaret B. Campbell as shown on the aforementioned recorded plan, North 25 degrees, 23 minutes and 17 seconds West, a distance of 608.95 feet to the point and place of Beginning.

BEING PART OF THE SAME PREMISES which Minnie F. Wittlick, by deed dated October 6, 1995 and recorded October 20, 1995 in the Recorder of Deeds Office in and for Lancaster, County, Pennsylvania, in Record Book 4775, Page 0204 granted and conveyed unto Jeffrey A. Nadu and Patricia Stipe Nadu.

TAX MAP # (430) 20K-6-1C

UNDER AND SUBJECT TO THE FOLLOWING BUILDING & USE RESTRICTIONS

5752 0081

RS 37645

BUILDING & USE RESTRICTIONS

Lots 2,4,5,6 & 7
Magnolia Lane
Holtwood, PA
Jeffrey A. & Patricia Nadu

1. Single family dwellings.
2. All building plans to be approved by Seller before construction.
3. All clothes lines, children's playground equipment, domestic animal's pens must be erected to the rear of the dwelling.
4. Domestic pets only.
5. No unlicensed vehicles to be kept on property.
6. All terms, provisions and conditions of zoning ordinance or building codes of Martic Township shall be obeyed.
7. All driveways must be paved within three (3) years of construction. (Minimum paving will be first 150' off road).
8. All lot owners must comply with lot plans for storm water runoff control:

05/26/98	2:57PM	010H9536	AXX
		PA TAX	\$499.00
05/26/98	2:57PM	010H9536	AXX
		LOCAL TX	\$249.50
05/26/98	2:57PM	010H9536	AXX
		LOCAL TX	\$249.50

I Certify This Document To Be
Recorded in Lancaster Co., Pa.



[Signature]
STEVE McDONALD
Recorder of Deeds

5752 0082