

CONDITIONS OF SALE

The Conditions of Sale by Public Auction, this _____ Day of October 2023, of the Real Estate for **Kathy A. Wolf and Charles Wolf, Jr. c/o 114 S. Richmond St. Fleetwood, PA 196522 for the Lot and Building located at 115 Oak Lane Reading, PA 19606 Tax ID # 23-5327-14-33-3990**

are as follows: The highest and best bidder shall be declared the Purchaser. If any dispute shall arise between two or more bidders, the property shall be immediately placed again upon the block. No Person shall retract from his or her bid; but the Seller reserves the right to withdraw the property from sale at any time before it is struck off.

The property is offered for sale free, clear and discharged of all liens and encumbrances of record, except any zoning or other governmental regulations affecting the property, building rights of public service companies, if any; easements, agreements or like matters of record or easements or restrictions visible upon the ground; otherwise, title to the property shall be insurable by a reputable title insurance company at the regular rates.

Real property taxes and other current charges, ie, rents, water and sewer rents, utilities and lienable municipal services, if any, shall be apportioned pro rata as of the date of settlement.

The Purchaser shall pay down to the Seller at the time the property is struck off, 10% (Ten Percent), in cash, certified funds, or approved check to be held in escrow by the seller's Agent. The balance in cash or certified check on day of settlement which shall be on a mutually acceptable date agreed upon between the Purchaser(s) and Seller(s) but no more than 30 days from today's date. Richard L. Henry, Auctioneer and/or one of his agents will be notified by the Purchaser(s) and/or Seller(s) in writing prior to any settlement, and no settlement shall occur without a representative of Richard L. Henry, Auctioneer, present.

There will be a Ten percent (10%) Buyer Premium added to the successful high bid.

All the Pennsylvania Transfer Taxes shall be paid by the Purchaser.

Delinquent taxes, if any, shall be paid by the Seller on or before settlement date. Purchaser shall be responsible for Purchaser's normal settlement costs. The drawing of the deed as well as such preparation of abstract of title as may be required shall be at the expense of the Seller.

Purchaser shall be entitled to possession of the Premises upon payment of the purchase money in full and delivery of the deed on day of settlement.

Seller makes no representations or warranties as to the specific locations of the boundary lines. Any survey or surveys desired by the Purchaser, or its Mortgagee, shall be secured and paid for by the Purchaser.

The Seller has no knowledge of the existence of lead paint in the subject property, said property was constructed before 1978. Buyer is notified under the Lead Based Paint Hazard Reduction Act, enacted as Title X of the Housing and Community Development Act of 1992, 42 U.S.C. Section 4851, et seq., Seller must permit Buyer a ten (10) day opportunity to conduct a risk assessment for inspection of the premises for lead-based paint hazards. Seller and Buyer hereby mutually waive the aforesaid opportunity to conduct a risk assessment and the Buyer is entering into this Agreement with the knowledge that they have waived said ten (10) day opportunity to inspect the premises for lead paint.

**The seller has no knowledge of the presence of termites.
The property is serviced by Public Water and Sewer.
The property zoning is not specified in this document.
The seller has no knowledge of the presence of radon.**

Purchaser acknowledges that the Property has been inspected by Purchaser, that the Property is being purchased "as is" as a result of such inspection and not as a result of any representations or warranties made by Seller and "where is" that Seller shall not be liable or responsible for any agreement, condition or stipulation relating to or affecting the right, title, or intent of any party or physical condition or the use of the Property or any physical defect in the property not specifically set forth in this agreement. Purchaser shall be responsible for any inspections required by the Lower Alsace Township and any demands resulting from that inspection. Moreover, Seller makes no representations or warranties regarding applicable zoning regulations and/or whether the Purchaser's intended use is permitted under applicable zoning or governmental regulations.

Upon failure by the Purchaser, for any cause, to comply with the above conditions, all deposit money and other sums paid by the Purchaser on account of the purchase price, may be (1) retained by the Seller and Seller's agents on account of the purchase, or (2) as moneys to be applied to the Seller's and Seller's agents damages, or (3) as liquidated damages for such breach, as the Seller and Seller's agents may elect, and in the event that the Seller and Seller's agents elect to retain the moneys as liquidated damages the Seller and the Seller's agents shall be released from all liability or obligations and this sale shall be null and void. The Seller shall have the full liberty with or without notice, to resell the Premises any time without the benefit to Purchaser from its sale. This sale is not contingent upon any financing being obtained by the Purchaser.

Title to the Property shall be free and clear of liens and encumbrances of record as provided. If the title as provided for in these conditions cannot be conveyed, the Purchaser shall have the option of taking such title as Seller can give without abatement of price or of being repaid all monies paid on account of Purchaser to Seller, and this sale will be deemed null and void and of no effect.

It is understood that Purchaser has inspected the property, or hereby waives the right to do so and he has agreed to purchase it as the result of such inspection and not because of or in reliance upon any representation or warranties made by the Seller or any other individual acting for Seller or any officer, partner or employee of Seller, or by the Auctioneer or any of his agents or employees and that the Purchaser has agreed to purchase it in its present condition unless otherwise specified herein. It is further understood that this Agreement contains the whole agreement between the Seller and the Purchaser and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale. Furthermore, this Agreement shall not be altered, amended, changed or modified except in writing executed by the parties hereto.

This Agreement shall be considered under and in accordance with the internal laws of the Commonwealth of Pennsylvania, but not the law of conflicts of laws.

This Agreement shall not be recorded in the office of Recorder of Deeds, or in any office or place of public record and if Purchaser shall record this Agreement or cause or permit the same to be recorded, Seller may, at its option, elect to treat such act as a breach of this Agreement.

In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, or unenforceability, shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

It is expressly understood and agreed between the parties hereto that Richard L. Henry, Auctioneer or any of his agents or employees, are acting as agents only and will in no case whatsoever, be held liable either jointly or severally to either party for the performance of any term or covenant of this Agreement or for damages for the nonperformance thereof.

This Agreement shall be binding on the respective heirs, executors, administrators, successors, and to the extent assignable, on the assigns or nominees of the parties to this Agreement, provided Purchaser shall not transfer or assign this Agreement without first having obtained the express written consent of Seller. Upon such consent of Seller to a proposed assignment, on delivery to Seller of an instrument in writing whereby the assignee of the Purchaser assumes all of the provisions of this Agreement to be performed by Purchaser, then in that event, Purchaser shall be released and discharged of all further liability under this Agreement.

In consideration of the foregoing and intending to be legally bound, WITNESS our hands and seals this **29th day of August 2023**, signed, sealed, and delivered in the presence of:

WITNESS:

SELLER:

_____ (SEAL)

_____ (SEAL)

Kathy A. Wolf

_____ (SEAL)

Charles Wolf, Jr.

_____ (SEAL)

_____ (SEAL)

Witness

Purchaser

_____ (SEAL)

Purchaser

PURCHASE AGREEMENT

IT IS AGREED BY AND BETWEEN, "Seller" **Kathy A. Wolf and Charles Wolf, Jr.**,
for the Real Estate mentioned in the foregoing conditions and description, and

_____ Purchaser(s), of the aforementioned property,
sold for the sum of:

The Bid Price	_____	Dollars (\$	00)
Buyer Premium	_____	Dollars (\$	00)
The Total	_____	Dollars (\$	00)
The Deposit of	_____	Dollars (\$	00)

has been paid down by the Purchaser to the Seller by way of deposit and in part payment of the said purchase price, and that the preceding written CONDITIONS OF SALE shall be taken and considered as the terms of the Agreement for the sale and purchase, respectively, in all things, and shall be integrated in this agreement as if set forth at length herein.

WITNESS our hands and seals this **day of October 2023** signed,
sealed, and delivered in the presence of:

WITNESS:

_____ (SEAL)

SELLER:

_____ (SEAL)

Kathy A. Wolf

_____ (SEAL)

Charles Wolf, Jr

WITNESS:

_____ (SEAL)

PURCHASER:

_____ (SEAL)

Purchaser

_____ (SEAL)

Purchaser