

CONDITIONS OF SALE OF REAL ESTATE TO BE OFFERED AT PUBLIC AUCTION

1. The real estate being sold on behalf of Joan Williamson consists of approximately .27 acres containing an approximately 2282 sq ft. home with attached garage. Located in Lower Allen Township, Cumberland County at 228 Fineview Road, known as tax parcel number 12-25-0010-122, more particularly bounded and described on a copy of the current deed attached hereto and made a part hereof (hereinafter "Property").
2. The Property will be sold to the highest and best bidder and will be sold via Special Warranty Deed containing a description of the Property and any entitlements, easements or restrictions of record.
3. Seller is not required to furnish an Abstract of Title or survey of the Property
4. **SELLER DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE QUALITY OR CONDITION OF THE PROPERTY OR ITS VALIDITY OR MARKETABILITY OF TITLE; THE CONDITION OF THE PROPERTY OR ANY IMPROVEMENTS THEREON OR THEIR FITNESS FOR ANY USE; THE ACCURACY OF THE PROPERTY DESCRIPTION ON THE PRECEDING DEED OR THE NOTICE OF SALE OR ANY OTHER ADVERTISEMENT OF SALE FURNISHED BY SELLER; ANY PROMOTIONAL TOOL, SUCH AS PHOTOGRAPHIC SLIDES, TAX MAPS, SURVEYS, WRITTEN OR VERBAL DESCRIPTIONS ARE FOR INFORMATIONAL PURPOSES ONLY.**
5. **THE PURCHASER ACCEPTS THE PROPERTY AND ANY IMPROVEMENTS THEREON "AS IS", "WHERE IS" AND "WITH ALL FAULTS" WITH THE UNDERSTANDING THAT THE SELLER MAKES NO REPRESENTATIONS NOR TAKES ANY RESPONSIBILITY AS SET FORTH IN PARAGRAPH 4 ABOVE.**
6. The real estate will be sold free and clear of all liens and encumbrances and will be sold to the highest and best bidder, subject to owner's confirmation. Seller expressly reserves the right to reject any and all bids.
7. Buyer will pay Fifteen Thousand Dollars (\$15,000) as down payment toward the purchase price at the time of sale in cash or by approved check (certified bank check), with the balance of the purchase price to be paid in full at the time of final settlement upon the delivery of a good and sufficient Deed for said real estate. Settlement shall be within 45 days, no later than August 6th, at the buyer's attorney or title insurance company, or such other place as the parties may agree.
8. The auctioneer's decision regarding any disputes is final and the auctioneer reserves the right to reject any bid that is not an acceptable advancement over the preceding bid.

9. The buyer shall execute a copy of the Conditions of Sale and Agreement to Purchase of real estate, agreeing to purchase the Property subject to these terms and conditions and upon providing the \$15,000 down payment to the Auctioneer, to be held in escrow account until settlement.
10. In the event Buyer fails or neglects to comply with the terms and provisions of these Conditions of Sale, Seller may, at their option, declare the sale null and void, retain as liquidated damages the \$15,000 down payment paid by the successful bidder, and proceed to sell the real estate to another buyer by private or public sale.
11. The Seller will continue to bear risk of loss from fire or other casualty covered by insurance until settlement. In case of damage to the premises by fire or other casualty prior to the settlement, Buyer shall have the option of rescinding this agreement and obtaining a refund of the escrow money or of settling and obtaining from the seller an assignment of the insurance proceeds.
- 12. THE SALE OF THIS PROPERTY IS NOT CONTINGENT IN ANY WAY UPON BUYER OBTAINING A MORTGAGE OR OTHER FORM OF FINANCING.**
13. The 2% PA realty transfer tax shall be paid by the buyer.
14. Real estate taxes, and lienable municipal bills shall be prorated at the time of settlement.
15. Time is of the essence for this sale and settlement.

AGREEMENT TO PURCHASE

I, the undersigned, have this date purchased the above real estate sold in accordance with the foregoing Conditions of Sale for the price of _____ and have paid the sum of Fifteen Thousand Dollars (\$15,000) on account thereof. I covenant and agree to pay the balance of _____ to Sellers or their agents on or before **August 6th** at the office of Buyer's attorney or title insurance company, upon delivery of a good and sufficient Deed therefore, all in accordance with the foregoing Conditions.

I specifically understand that the purchase of this Property is not contingent upon my ability to obtain financing and that the Property is being purchased "AS IS".

Date: _____ (Buyer)
_____ (print)

Date: _____ (Buyer)
_____ (print)

Buyer email address: _____

Buyer home address: _____

Buyer Phone number: _____

Seller or Representative, agrees to sell this Property according to the terms above-mentioned, and acknowledges receipt of the sum of Fifteen Thousand Dollars (\$15,000) on account of the purchase price above-mentioned for the sale of real estate in accordance with the foregoing Conditions. This amount shall be held by the Auctioneer, in escrow, until settlement.

Date: _____ (Seller)
_____ (print)

Date: _____ (Seller)
_____ (print)

Seller email address: _____

Seller home address: _____

Seller Phone number: _____