

**CONDITIONS OF SALE FOR THE
REAL ESTATE OF ESTATE OF THOMAS A. DICKERSON, JR.**

The Conditions of Sale for the Real Estate of **ESTATE OF THOMAS A. DICKERSON, JR.**, being held this 17th day of December, 2024, are as follows:

1. The **PROPERTY** being sold is all that real estate, with improvements thereon, located in the Bethel Township, Berks County, Pennsylvania, known as 8448 Lancaster Avenue, Bethel, PA 19507, having a UPI/Property ID No. of 30440107584193, with Deed recorded in the Office of the Recorder of Deeds of Berks County at Instrument No. 2009053270 and more particularly described in the attached Exhibit "A".
2. The highest approved bidder shall be the Buyer upon the Property being struck off to him, (the "Purchase Price"), and he shall immediately sign the Agreement on these Conditions of Sale, and pay down **TEN PERCENT (10%) OF THE PURCHASE PRICE** as security for the performance of this agreement. If any dispute arises among bidders, the Property shall immediately be put up for renewed bidding.
3. If the Property is sold, Kleinfelter's Auction, Inc. shall receive a commission equal to ten (10%) percent of the Purchase Price from the Buyer (hereinafter the "Buyer's Premium"). Buyer authorizes Kleinfelter's Auction, Inc. to collect and retain the Buyer's Premium at closing.
4. The balance of the Purchase Price shall be paid at Settlement to be held at the offices of Steiner & Sandoe, Attorneys at Law, LLC, 36 West Main Avenue, Myerstown, PA 17067, **on or before 45 days of signing the Conditions of Sale**, unless some other time or place is agreed upon by the Seller and the Buyer.
5. Upon payment of the purchase price in full, the Seller shall convey title to the property to Buyer by special warranty deed. If the Buyer obtains an attorney certification of title or purchases title insurance, Seller shall convey title that is good and marketable. Title shall be free and clear of all liens and encumbrances not noted in these conditions, but subject to any easements, visible or of record, rights-of-way, building or use restrictions, and zoning or land

13. In case of non-compliance with these Conditions of Sale by the Real Estate Buyer, the Seller, in addition to all remedies provided by law, shall have the option either:

- (a) To retain the Buyer's deposit 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 Buyer, and to retain any advance in price, or hold the present Buyer liable for any loss resulting from such resale, meanwhile holding the deposit paid hereunder as security for or toward payment of any such loss.

14. Special conditions:

- (a) If the property is subject to any preferential tax assessment such as "Clean and Green," and if the Buyer after settlement causes a violation of the preferential assessment, Buyer shall be solely responsible for the payment of all roll-back taxes, interest and penalties and shall indemnify Seller from same.

EXHIBIT "A"

PARCEL NO. 1

ALL THOSE CERTAIN lots or piece of ground, together with the two story dwelling house thereon erected, situate on the West Side of Market, in the Town and Township of Bethel, County of Berks and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

- (1) Whereof the dwelling house is erected being bounded:
On the North by Tract No. 2 herein described,
On the East by said Market Street,
On the South by property now or late of Sallie Kurr, and
On the West by an unopened alley.

CONTAINING in front on said Market Street, 73 feet and in depth of equal width, 198 feet.

- (2) Being bounded:
On the North by property now or late of David Merkey,
On the East by said Market Street,
On the South by Tract No. 1 here described, and
On the West by said unopened alley.

CONTAINING in front on said Market Street, 50 feet, and in depth of equal width, 198 feet.

PARCEL NO. 2

ALL THAT CERTAIN tract of land situate in the Township of Bethel, County of Berks and Commonwealth of Pennsylvania, adjacent to the Village of Bethel (formerly Millersburg), bounded and described as follows, to wit:

BEGINNING at a point on the West side of an extension of Green Alley of Bethel, said point being in line of other land of now or late of Harvey L. Althouse and Harry Ebling; thence along other land now or late of Harvey L. Althouse, South 78 degrees 29 minutes West, 214.13 feet to an iron stake, thence along land now or late of David Ebling, North 12 degrees 7 minutes West, 77.75 feet to an iron stake; thence along land now or late of Lester Klopp, North 79 degrees 9 minutes East, 216.5 feet to a pipe on the West side of Green Alley; thence along the West side of Green Alley (extended), South 10 degrees 20 minutes East, 75.22 feet to the place of **BEGINNING**.

CONTAINING 16,464.5 square feet of land.

BEING THE SAME PREMISES which Anna M. Ebling, widow, by her Attorney-in-Fact Louise M. Schwartz, by Deed dated November 12, 2009 and recorded on November 13, 2009 in the Office of Recorder of Deeds in and for the County of berks, Pennsylvania at Instrument No. 2009053270, granted and conveyed unto Thomas A. Dickerson, Jr., Grantor herein.