

# TERMS & CONDITIONS OF AUCTION OF REAL ESTATE

1. The time of the auction of said real estate is Thursday, July 26, 2007 at 6:30 P.M.
2. Tract #1 consists of a parcel of vacant land approximately 102.5 x 120 and is known and numbered as 2426 Columbia Ave., Susquehanna Township, Dauphin County, PA. It consists of lots 114, 115, 116 & 117 as shown on the Plan of Edgemont, Plot #2, as recorded in Plan Book "D", page 28. Tract #2 consists of a parcel of land measuring 75 x 120 and is known and numbered as 2422 Columbia Ave, Susquehanna Township, Dauphin County, PA and is shown on the above referenced plan as lots 111, 112 & 113, having erected thereon a dwelling house. The house is in relatively poor condition and demolition may be necessary.
3. This is an ABSOLUTE AUCTION. The properties will be sold to the highest bidder(s.) The properties will be offered individually and then together and will be sold to the best advantage of the seller.
4. The successful bidder(s) shall immediately upon knockdown of said real estate pay Three Thousand Dollars for each tract in the form of a bank cashier's check made payable to Robert A. Ensminger as a deposit on said real estate. Said deposit will be held as deposit and part payment of the purchase price and the successful bidder will sign an agreement for payment of the remainder of the purchase price.
5. If any dispute arises between two or more bidders, the property shall be put up again at the last undisputed bid. The auctioneer shall have the right to fix from time to time the amounts he will accept as bids.
6. Possession of said premises shall be delivered at time of settlement.
7. The purchaser shall pay all transfer taxes.
8. Real estate taxes and utilities shall be prorated as of Monday, August 27, 2007 or the date of settlement, whichever occurs first.
9. Any survey or certifications required by the purchaser shall be at the purchaser's expense.
10. Seller will convey the premises "as is" and, therefore, the seller makes no representations or warranties as to the condition of the property or any of the facilities contained therein. Further, the purchaser acknowledges that said premises were purchased as a result of the purchaser's inspection and there is no reliance whatsoever on any representation made by the seller, oral or written, through advertisement or any other means.
11. Settlement shall be held in the law offices of Steve C. Nicholas, Esquire, 2215 Forest Hills Dr, Suite 37, Harrisburg, PA 17112 on Monday, August 27, 2007 at 2:00 P.M. or at any other time or place mutually agreed upon in writing by both parties but not to exceed 60 days from the date of this auction.
12. At the time of settlement, the seller, upon receipt of the full purchase price in cash or certified funds and upon compliance with the terms and conditions of sale by the purchaser, will convey good and marketable title to the property, insurable at standard rates by a Pennsylvania licensed title insurance company, by Special Warranty Deed free and clear of all encumbrances except all applicable restrictions, rights-of-way or other conditions which appear of record or are visible upon the ground, and all zoning ordinances applicable to the premises.

# TERMS & CONDITIONS OF AUCTION OF REAL ESTATE

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13. The seller shall not be liable for any damages for failure to convey a valid title and, in any such event, the purchaser shall be entitled to receive a refund of the down payment but shall have no other rights of action against the seller or his agent and the parties shall be discharged.
14. Upon payment of the entire purchase price and compliance with the conditions of sale, the purchaser shall have the right of possession to the premises.
15. Upon failure to comply with the above conditions, the money paid as a down payment shall become forfeited to the seller who then, at their option, shall have the full liberty, with or without notice, to resell the premises at either public or private sale, and if, on any such resale, there shall be any deficiency, the purchaser shall make good the deficiency but the purchaser shall have no advantage from any increased price obtained at any such resale.
16. The seller shall maintain full fire and extended coverage upon the real estate up to the time of transfer of legal title; any loss by fire or other casualty shall entitle the purchaser to receive a refund of the down payment.
17. The agreement of sale shall be binding upon the heirs, executors, assigns and successors of the parties hereto.
18. The agreement of sale for the real estate may not be assigned by either party except with the written consent of the other.
19. DISCLOSURE STATEMENT: The seller of the property has not occupied the property and has no knowledge of any defects of the property or the facilities contained therein, therefore the property is being sold in as is condition in accordance with paragraph 10 above. LEAD BASE PAINT NOTICE: The property was constructed prior to 1978 and most likely contains lead base paint and lead in the plumbing pipes and fixtures. The property has been made available for inspection and testing for any and all adverse conditions by prospective purchasers. Test results reported after the time of the auction shall be no reason to invalidate or void this agreement. The booklet, "*Protect Your Family from Lead in the Home*" is available from the auctioneer or online at <http://www.epa.gov/lead/leadpdf.pdf>. You may also contact the National Lead Information Center (NLIC) at 800-424-LEAD (5323) or <http://www.epa.gov/lead/leadpbed.htm> to receive copies of this or other documents relating to lead in the home and environment, or to speak with an information specialist. Bilingual (English/Spanish) staff members are available Monday through Friday, 8:30am to 6pm, Eastern Time. Single copies of all documents are available free-of-charge. NLIC also offers a Fax-On-Demand service. Please call 800-424-LEAD for more information.

This is to certify that I(we) have read or heard read the foregoing terms and conditions of the auction of the real estate and understand their meaning and that they become an integral part of the agreement of sale for the real estate. I(We) also acknowledge receipt of the EPA booklet "*Protect Your Family from Lead in the Home.*"

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Witness

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Purchaser

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Purchaser

# AGREEMENT OF SALE FOR REAL ESTATE

We, the undersigned, being the sellers and purchaser(s) of the real estate mentioned as **TRACT #1** in the foregoing TERMS AND CONDITIONS OF AUCTION OF REAL ESTATE hereby declare that \_\_\_\_\_ of \_\_\_\_\_ has/have become the purchaser(s) of the aforementioned premises for the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) and that the sum of THREE THOUSAND Dollars (\$3,000.00) has been paid to Robert A. Ensminger. The receipt of same is hereby accepted and acknowledged by way of deposit and part payment of said purchase price. The balance due at settlement shall be \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) and we further agree that the conditions of sale shall be taken as the terms of this agreement for the sale and purchase respectively of said premises; said conditions being incorporated herein by reference thereto and shall be observed and fulfilled by said sellers and purchaser(s) respectively.

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Arthur Lee Forney, Sr. for the Estate of Lucille Forney  
\_\_\_\_\_  
Purchaser  
\_\_\_\_\_  
Purchaser

July 26, 2007

# AGREEMENT OF SALE FOR REAL ESTATE

We, the undersigned, being the sellers and purchaser(s) of the real estate mentioned as **TRACT #2** in the foregoing TERMS AND CONDITIONS OF AUCTION OF REAL ESTATE hereby declare that \_\_\_\_\_  
of \_\_\_\_\_  
has/have become the purchaser(s) of the aforementioned premises for the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
and that the sum of \_\_\_\_\_ **THREE THOUSAND** \_\_\_\_\_ Dollars (\$3,000.00) has been paid to Robert A. Ensminger. The receipt of same is hereby accepted and acknowledged by way of deposit and part payment of said purchase price. The balance due at settlement shall be \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
and we further agree that the conditions of sale shall be taken as the terms of this agreement for the sale and purchase respectively of said premises; said conditions being incorporated herein by reference thereto and shall be observed and fulfilled by said sellers and purchaser(s) respectively.

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Arthur Lee Forney, Sr. for the Estate of Lucille Forney  
\_\_\_\_\_  
Purchaser  
\_\_\_\_\_  
Purchaser

July 26, 2007

# AGREEMENT OF SALE FOR REAL ESTATE

We, the undersigned, being the sellers and purchaser(s) of the real estate mentioned as TRACT #1 and TRACT #2 in the foregoing TERMS AND CONDITIONS OF AUCTION OF REAL ESTATE hereby declare

that \_\_\_\_\_

of \_\_\_\_\_

has/have become the purchaser(s) of the aforementioned premises for the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

and that the sum of \_\_\_\_\_ SIX THOUSAND \_\_\_\_\_ Dollars (\$6,000.00) has been paid to Robert A. Ensminger. The receipt of same is hereby accepted and acknowledged by way of deposit and part payment of said purchase price. The balance due at settlement shall be \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

and we further agree that the conditions of sale shall be taken as the terms of this agreement for the sale and purchase respectively of said premises; said conditions being incorporated herein by reference thereto and shall be observed and fulfilled by said sellers and purchaser(s) respectively.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
Arthur Lee Forney, Sr. for the Estate of Lucille Forney

\_\_\_\_\_

\_\_\_\_\_  
Purchaser

\_\_\_\_\_

\_\_\_\_\_  
Purchaser

July 26, 2007

# Tax Assessor's Map

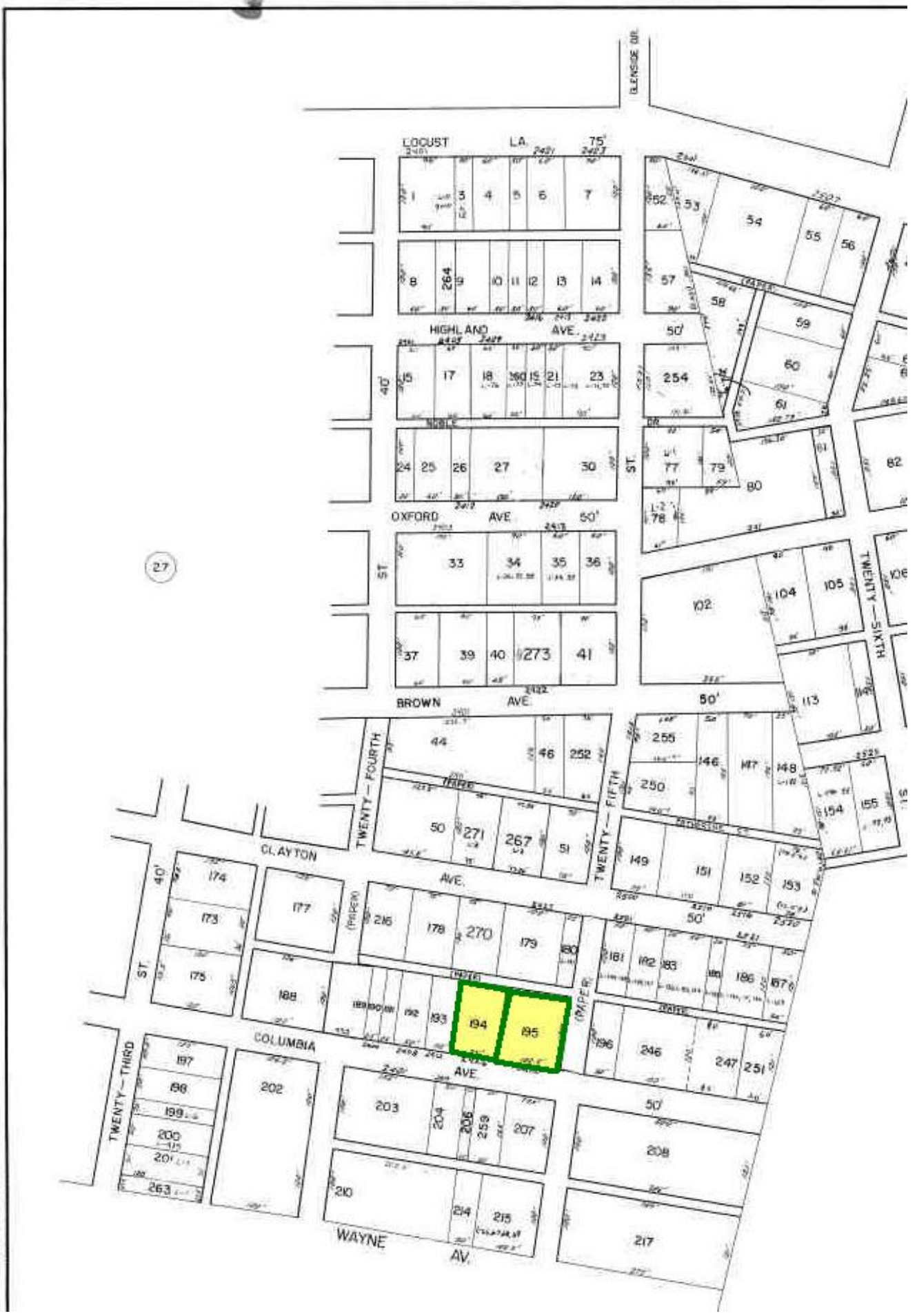
Owner				
Property Address	2422 Columbia Ave			
City	Harrisburg	County	Dauphin	State PA Zip Code 17109-6052
Appraiser				

INDEX NO. 62-29

DATE OF COMPLETION

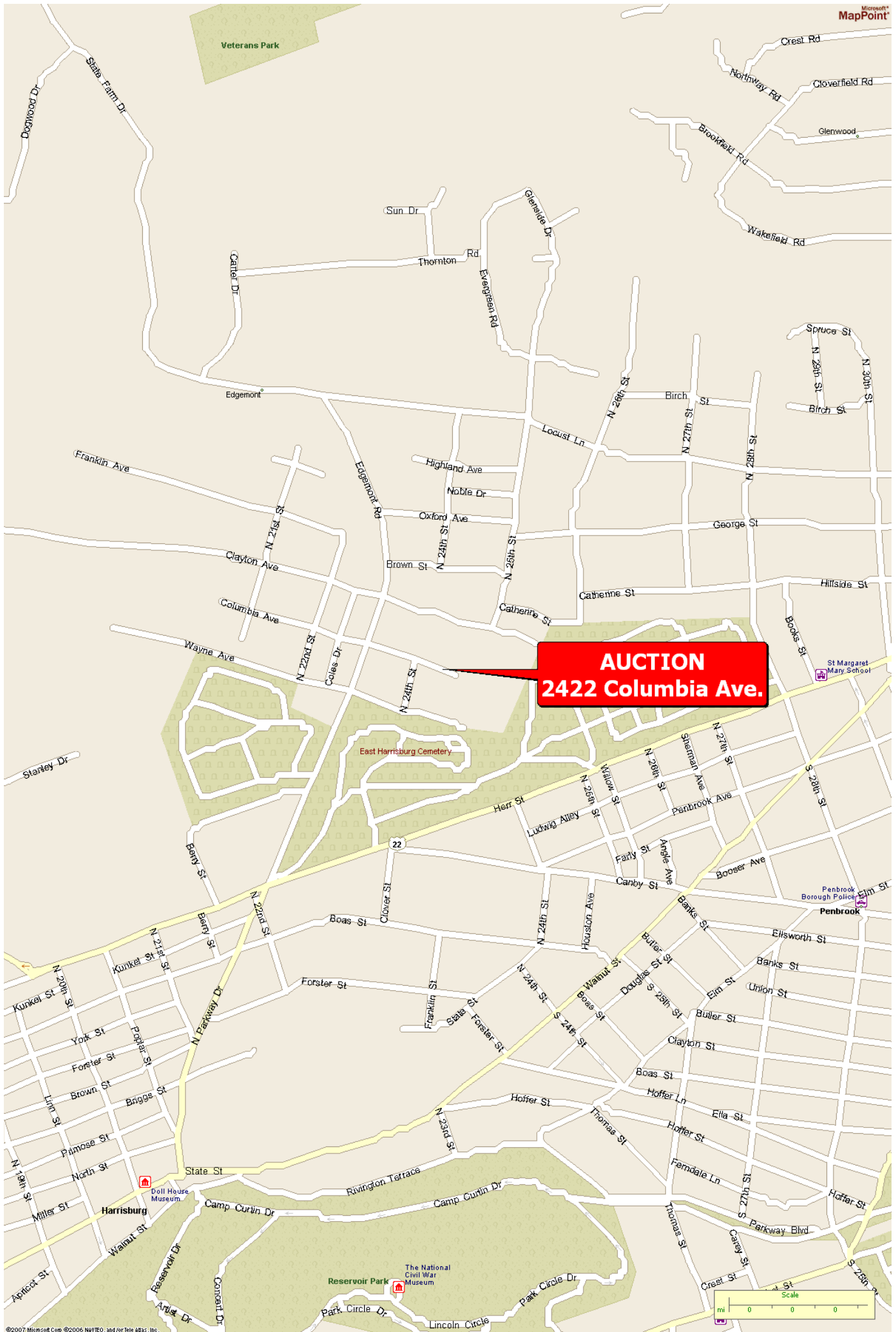
SOURCE  
AERIAL PHOTOGRAPHY  
FLOWN MAY 1957

HOWARD A. LEVAN, JR.  
CONSULTING ENGINEER  
HARRISBURG, PA.



# Auction Location Map

Owner							
Property Address	2422 Columbia Ave						
City	Harrisburg	County	Dauphin	State	PA	Zip Code	17109-6052
Appraiser							



# This Indenture,

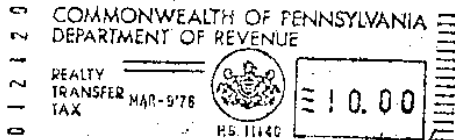
MADE the first day of March  
in the year nineteen hundred and Seventy-six (1976).

BETWEEN ARPAD K. SIPOS, of the Borough of Steelton, County of Dauphin, Commonwealth of Pennsylvania, Grantor and Party of the First Part,

A  
N  
D

JASPER FORNEY and LUCILLE FORNEY, his wife, of the City of Harrisburg, County of Dauphin, Commonwealth of Pennsylvania, Grantees and Parties

TOWNSHIP AND SCHOOL DISTRICT OF SUSQUEHANNA  
DAUPHIN COUNTY, PENNSYLVANIA  
REAL ESTATE TRANSFER TAX



DATE 3-9-76 AMT. \$ 10.00  
Mary E. Baird  
Collection Agent

of the second part, WITNESSETH, That the said part y of the first part, for and in consideration of the sum of ONE THOUSAND (\$1,000.00)

Dollars, lawful money of the United States of America, well and truly paid by the said part ies of the second part to the said part y of the first part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enteeffed, released, conveyed and confirmed, and by these presents do es grant, bargain, sell, alien, enteeff, release, convey and confirm unto the said part ies of the second part, their heirs and assigns.

ALL THOSE CERTAIN lots situate in Susquehanna Township, Dauphin County, Pennsylvania, being Lots Numbers 111, 112 and 113 on Plan of lots of Edgement Addition to Harrisburg, Plot Number 2, recorded in the Office of the Recorder of Deeds in and for Dauphin County in Plan Book "D", Volume 28, more particularly bounded and described as follows:

BEGINNING at a point on the northern side of Columbia Avenue, said point being one hundred two and five-tenths (102.5) feet West of the northwestern corner of Columbia Avenue and 25th Street; thence along the dividing line between Lot Number 113 and Lot Number 114 on the aforesaid plan in a northern direction one hundred twenty (120) feet, more or less, to the southern side of an unnamed alley; thence along the southern side of said alley in a western direction seventy-five (75) feet, more or less, to a point at the dividing line between Lot Number 110 and Lot Number 111 on the aforesaid plan; thence along said dividing line in a southern direction one hundred twenty (120) feet, more or less, to a point on the northern line of Columbia Avenue; thence along the northern line of Columbia Avenue in an eastern direction seventy-five (75) feet, more or less, to a point, the place of BEGINNING.

BEING the same premises which the Dauphin County Tax Claim Bureau by deed dated March 11, 1974, and recorded in the Office of the Recorder of Deeds in and for Dauphin County, in Deed Book "R", Volume 60, Page 303, granted and conveyed unto Arpad K. Sipos, Grantor herein.

# This Indenture, Made The

10th day of April

in the year of our Lord One

Thousand Nine Hundred and Forty-Eight (1948)

Between LULA LUCKEY and JOHN LUCKEY, her husband, both of the  
Susquehanna Township, Dauphin County, Pennsylvania, hereinafter  
called parties of the first part

-AND-

JASPER FORNEY AND LUCILLE FORNEY, his wife, of the  
same place, hereinafter called parties

of the second part, **Witnesseth,** That the said parties of the first part, for and in consideration  
of the sum of One (\$1.00) Dollar and other good and valuable considerations,

~~Do hereby~~ lawful money of the United States of America, well and truly paid by the said parties of the second  
part to the said parties of the first part, at and before the sealing and delivery of these presents, the receipt  
whereof is hereby acknowledged, have granted, bargained,  
sold, aliened, enfeoffed, released, conveyed, and confirmed and by these presents do grant, bargain, sell,  
alien, enfeoff, release, convey, and confirm unto the said parties of the second part their  
heir and assigns,

All those certain Three (3) lots of ground situate in the Township  
of Susquehanna, Dauphin County, Pennsylvania, being lots Nos. 114,  
115 and 116, on the Plan of lots of Edgemont, Addition to Harris-  
burg, Plot No. 2, recorded in the Office for the Recording of  
Deeds in and for the County aforesaid in Plan Book "I", page 28.

BEING part of the same premises which Ross Emanuel and Annie  
Emanuel, his wife, by their Deed dated the 21st. day of February,  
1947, and recorded in the Office of the Recorder of Deeds of  
Dauphin County, Penna., in Deed Book "Q", Volume 29, Page 169,  
granted and conveyed unto Lulu Lucky.

ALSO BEING part of the same which Lula Luckey (Lulu Lucky)  
and John Luckey, her husband, by their Deed, dated the 10th day  
of April, 1948, and to be forthwith recorded in the Office of  
the Recorder of Deeds of Dauphin County, Penna., granted and  
conveyed unto Lula Luckey, one of the parties of the first part  
hereto.