



REAL ESTATE AUCTION

Sat., June 24, 2006 12:00 NOON

43 W. KELLER ST., MECHANICSBURG, PA

From Main St. (Rt. 641) turn south on Market St., Right on W. Keller St.

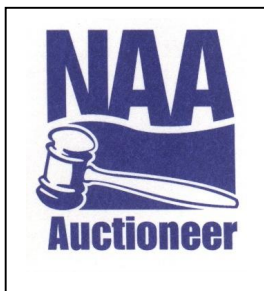
Move right into this clean and updated home in Mech. Borough. New mechanicals including Amana high efficiency gas heat, Amana central air, remodeled bath with ceramic floor and wainscot, laundry, updated kitchen, Living Room, Family Room or Den, 4 Bedrooms, attic, park-like fenced, level rear yard with patio and shade tree, three car garage. This house is in very good condition and is ready for your inspection. Open House, Sunday June 11, 1-4 PM or by appointment. \$7,500 in cash or guaranteed funds required. Complete terms & conditions and 26 photos are available on our web site or at the property. Estate of Helen B. Eisenhower

ENSMINGER AUCTIONEERS

SINCE 1836 PA LIC.# RY-160-L

717-652-4111 OR 717-691-5598

www.ENSMINGERS.net



TERMS & CONDITIONS OF AUCTION OF REAL ESTATE

1. The time of the auction of said real estate is June 24, 2006 at 12:00 Noon EDT.
2. The premises to be sold consist of a parcel of land 35 x 140 having thereon erected a tow story detached single family dwelling known and numbered as 43 W. Keller St., Mechanicsburg, Cumberland County, PA.
3. This auction is subject to immediate confirmation of purchase price by the executor(s) of the estate.
4. The successful bidder shall immediately upon knockdown of said real estate pay Seven Thousand Five Hundred Dollars in cash or 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 July 24, 2006 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 Richard C. Snelbaker, Esquire, 44 W. Main St, Mechanicsburg, PA 17055 on Monday, July 24, 2006 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.
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.

TERMS & CONDITIONS OF AUCTION OF REAL ESTATE

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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. Real Estate Taxes: Estimated annual real estate taxes are based upon the current assessed value of \$86,990 and are calculated upon current published tax rates to be \$1,516.84. These taxes are estimates and may vary from actual taxes paid based on discount and penalty tax periods, Homestead Tax Act exemptions, senior citizens property tax rebates, other services included in the tax rates and are subject to change January 1 and July 1 of each year by the county, municipality or school district.
20. 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 9 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.*"

Witness

Purchaser

Purchaser

AGREEMENT OF SALE FOR REAL ESTATE

We, the undersigned, being the sellers and purchaser(s) of the real estate mentioned 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 SEVEN THOUSAND FIVE HUNDRED Dollars (\$7,500.00) 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:

_____ For the Estate of Helen B. Eisenhower

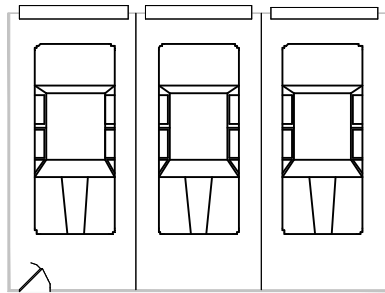
_____ Purchaser

_____ Purchaser

June 24, 2006

Building Sketch

Owner	Estate of Helen B. Eisenhauer		
Property Address	43 W Keller St		
City	Mechanicsburg	County	Cumberland
State	PA	Zip Code	17055-6338
Client	Ensminger Auctioneers		



Detached Garage
3 individual bays



Sketch by Apex IV™

Sketch Copyright © 2005 Robert Ensminger

Building Sketch

Owner	Estate of Helen B. Eisenhauer		
Property Address	43 W Keller St		
City	Mechanicsburg	County Cumberland	State PA Zip Code 17055-6338
Client	Ensminger Auctioneers		

AREA CALCULATIONS SUMMARY			
Code	Description	Net Size	Net Totals
GLA1	First Floor	1168.12	1168.12
GLA2	Second Floor	625.63	625.63
BSMT	Basement	430.63	430.63
P/P	Patio	180.00	
	Balcony	80.00	260.00
GAR	Garage	660.00	660.00
Net LIVABLE Area		(Rounded)	1794

LIVING AREA BREAKDOWN			
Breakdown			Subtotals
First Floor			
26.25	x	44.50	1168.13
Second Floor			
14.25	x	32.50	463.13
10.00	x	16.25	162.50
3 Items			(Rounded)
			1794

First Floor	GLA1
26.25	x
44.50	=
1168.12	
Area total (Rounded) = 1168	

Second Floor	GLA2
14.25	x
32.50	=
463.13	
10.00	x
16.25	=
162.50	
Area total (Rounded) = 626	

Basement	BSMT
16.25	x
26.50	=
430.63	
Area total (Rounded) = 431	

Patio	P/P
10.00	x
18.00	=
180.00	
Area total (Rounded) = 180	

Garage	GAR
22.00	x
30.00	=
660.00	
Area total (Rounded) = 660	

Balcony	P/P
5.00	x
16.00	=
80.00	
Area total (Rounded) = 80	

Deed

Owner	Estate of Helen B. Eisenhauer		
Property Address	43 W Keller St		
City	Mechanicsburg	County	Cumberland
		State	PA
Client	Ensminger Auctioneers	Zip Code	17055-6338

May-24-06 08:55A J Ensminger Appr. 717 691 1593 P.01

WARRANTY DEED

BOOK 18 PAGE 381

Printed on Postmaster's 100% Recycled Paper

This Deed,

RECORDED OFFICE OF THE
CLERK OF COURTS &
RECORDER OF DEEDS
October 31, 1958
3:53 PM
C. Ensminger
Jammich
CUMBERLAND COUNTY
PENNSYLVANIA

Made the *27th* day of October in the year nineteen hundred and fifty-eight (1958).

Between WINIFRED PROWELL, Executrix of the Last Will and Testament of Grace A. Geiling, deceased, WINIFRED PROWELL and ELMER A. PROWELL, her husband, and GERALDINE BISER and VICTOR BISER, her husband, and DOROTHY GEILING, Single-woman, parties of the first part, grantors,

A N D

ROBERT J. EISENHAUER and HELEN EISENHAUER, his wife, of the Borough of Mechanicsburg, County of Cumberland and State of Pennsylvania, parties of the second part, grantees.



Witnesseth, That in consideration of the sum of Seven Thousand Three Hundred (\$7,300.00) ----- Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantees

All that certain Lot of Ground, together with the improvements thereon erected, situate in the Borough of Mechanicsburg, County of Cumberland and State of Pennsylvania, bounded and described as follows, to wit:-

BEGINNING at a point on the South side of West Keller Street, at corner of Lot No. 22; thence by said South side of West Keller Street, in a westwardly direction, a distance of thirty-five (35) feet to a point, at corner of Lot No. 26; thence along the line of said Lot No. 26, in a Southerly direction, a distance of one hundred forty (140) feet, more or less, to a point in a public alley; thence along said public alley, in an easterly direction, a distance of thirty-five (35) feet to a point at corner of Lot No. 22, aforesaid; thence along the line of said Lot No. 22, in a Northerly direction, a distance of one hundred forty (140) feet, more or less, to a point in said South side of West Keller Street, aforesaid, at the place of BEGINNING.

HAVING thereon erected a two and one-half story frame dwelling house known and numbered as 43 West Keller Street, Mechanicsburg, Pa.

BEING the same premises which Morris K. Sultzaberger, Executor of the Last Will and Testament of Priscilla A. Sultzaberger, deceased, by his Deed dated October 5, 1917, and recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania, in Deed Book "R", Volume 8, Page 98, granted and conveyed unto A. C. Geiling. The said A. C. Geiling being so thereof seized during his lifetime, died on January 15, 1922, intestate, leaving to survive him as his sole heirs-at-law, his widow, Grace A. Geiling, and three children, Winifred Geiling, now intermarried with Elmer A. Prowell, Geraldine Geiling, now intermarried with Victor Biser, and Dorothy Geiling. The said Grace A. Geiling died on September 1, 1958, testate, having first made her last will and testament, dated February 8, 1958, and probated in the Office of the Register of Wills of Cumberland County, Pennsylvania, on September 13, 1958, wherein she directed that all her real estate be sold at either public or private sale, as reference to said Last Will and Testament will more fully and at large appear. The said grantors herein being the Executrix of Grace A. Geiling, deceased, and all the remaining heirs-at-law of A. C. Geiling deceased, aforesaid.