

# 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.

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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.*"

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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 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:

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For the Estate of Helen B. Eisenhower  
\_\_\_\_\_  
\_\_\_\_\_  
Purchaser  
\_\_\_\_\_  
Purchaser

June 24, 2006