

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 \$144,510 and are calculated upon 2005 published tax rates to be \$2,562.45. 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 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 TEN THOUSAND Dollars (\$10,000.00) has

been paid to Ensminger Auctioneers. 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 J. Nedra Snelling

_____ Purchaser

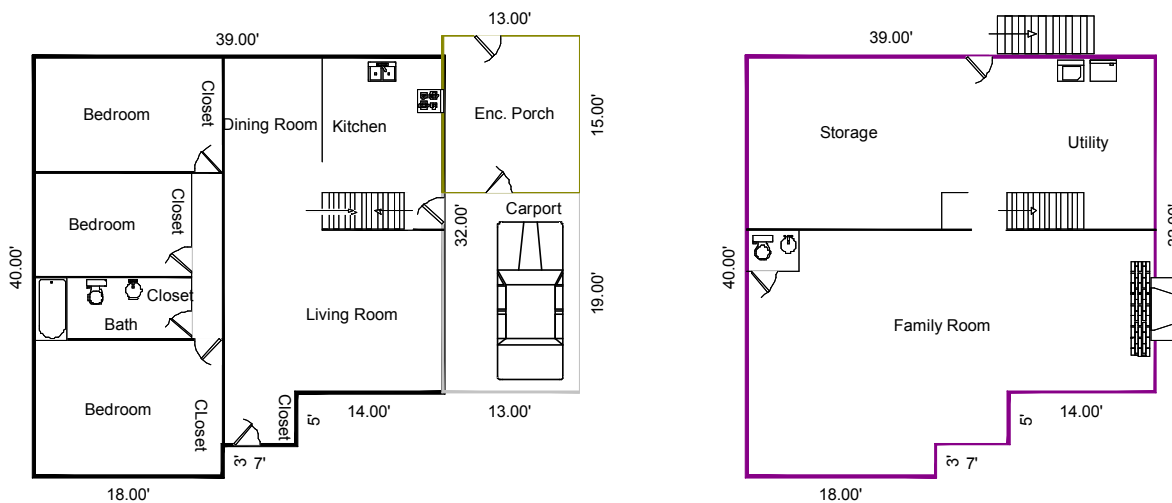
_____ Purchaser

January 7, 2006

Building Sketch (Page - 1)

Owner	Estate of J. Nedra Schilling				
Property Address	53 Circle Drive				
City	Camp Hill	County	Cumberland	State	PA Zip Code 17011
Client					

ILLUSTRATIVE PURPOSES ONLY
NOT TO SCALE



EXTERIOR MEASUREMENTS PROVIDED BY
CUMBERLAND COUNTY TAX ASSESSMENT OFFICE

Sketch by Apex IV™

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Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Net Size	Net Totals
GLA1	First Floor	1427.00	1427.00
BSMT	Basement	1427.00	1427.00
P/P	Enclosed Porch	195.00	195.00
GAR	Carport	247.00	247.00
Net LIVABLE Area		(Rounded)	1427

LIVING AREA BREAKDOWN		
Breakdown	Subtotals	
First Floor		925.00
25.00 x 37.00		925.00
3.00 x 18.00		54.00
14.00 x 32.00		448.00
3 Items	(Rounded)	1427

This Indenture,

Made the 27th day of April A. D. one thousand nine hundred and Fifty-nine (1959) between the Corporation by the name style and title of COUNTRY CLUB PARK INC., a corporation created and existing under and by virtue of the laws of the State of Pennsylvania, of the City of Harrisburg, County of Dauphin, and State of Pennsylvania of the one part and J. NEDRA SCHILLING, single woman, of the Township of East Pennsboro County of Cumberland in the State of Pennsylvania, of the other part.

Witnesseth That the said Country Club Park Inc., for and in consideration of the sum of Twenty-one Thousand (\$21,000.00) Dollars, lawful money of the United States, to it in hand paid by the said

J. Nedra Schilling at the time of the execution hereof, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, encofited, released and confirmed, and by these presents does grant, bargain, sell, alien, coffeoff, release and confirm unto the said J. Nedra Schilling, her heirs and assigns,

all that certain piece or parcel of land, situate in the Township of East Pennsboro, County of Cumberland, and State of Pennsylvania, more particularly bounded and described as follows, to wit:

BEGINNING at a point on the western line of Circle Drive, which point is at the dividing line between Lots Nos. 28 and 29 on Plan of Lots hereinafter mentioned; THENCE North twelve degrees twenty-two minutes West (N 12° 22' W) and along the western line of Circle Drive, a distance of eighty (80) feet to a point; THENCE South seventy-seven degrees, thirty-eight minutes West (S 77° 38' W) and on a line parallel with the dividing line between Lots Nos. 29 and 30 on Plan of Lots hereinafter mentioned, a distance of one hundred fifteen (115) feet to a point; THENCE South twelve degrees twenty-two minutes East (S 12° 22' E), a distance of eighty (80) feet to a point; THENCE North seventy-seven degrees thirty-eight minutes East (N 77° 38' E) and along the dividing line between Lots Nos. 28 and 29 on Plan of Lots hereinafter mentioned, a distance of one hundred fifteen (115) feet to a point, the point and place of BEGINNING.

Being all of Lot No. 29 and the southern twenty (20) feet of Lot No. 30 on Plan of Lots known as Country Club Park, which Plan is recorded in the office of the Recorder of Deeds in and for Cumberland County in Plan Book 8, Page 39; Having thereon erected one story brick dwelling number 59 Circle Drive, Camp Hill, Pennsylvania. BEING part of the same premises which Israel Miller Cross and Mabel Irene Cope Cross, his wife, by their deed dated March 11, 1957, granted and conveyed unto Country Club Park Inc., which deed is recorded in the office of the Recorder of Deeds in and for Cumberland County in Deed Book "R", Volume 17, Page 294.

COMMONWEALTH of PENNSYLVANIA } SS
County of CUMBERLAND

I Patricia H. Vance, Recorder, do hereby Certify that the foregoing is a true and correct copy as appears in Deed Book B Vol. 19 Page 597 Witness my hand, official seal this 27th Day of April 1959
Patricia H. Vance
Recorder of Deeds

My Commission Expires, 1st Monday, January 1966

Location Map

Owner	Estate of J. Nedra Schilling						
Property Address	53 Circle Drive						
City	Camp Hill	County	Cumberland	State	PA	Zip Code	17011
Client							

