

***CONDITIONS OF ABSOLUTE AUCTION OF
THE REAL ESTATE OF
THE ESTATE OF SAMUEL E. WEBB***

DATE: March 20, 2021

1. The property to be sold is described as follows:

ALL THAT CERTAIN parcel or tract of land, and improvements located thereon, commonly known as 307 Awol Road, Jonestown, Union Township, Lebanon County, PA 17038, Lebanon County GIS Parcel 33-2309682-397448-0000 (the "Premises").

Which property is zoned...

2. The highest approved bidder shall be declared to be the purchaser. The highest approved bidder shall be required to execute the attached Agreement.
3. If any dispute arises between two or more bidders, the property shall immediately be put up again at the last undisputed bid.
4. The purchaser of said real estate shall immediately pay to the seller ten percent (10%) of the purchase price, or such other amount as is acceptable to Seller, directly to the seller, which shall be held by seller, and sign these conditions and agreement for the payment of the remainder of the purchase price within forty-five (45) days.
5. The date, time and place of settlement shall be between the hours of 9:00 a.m. and 4:00 p.m., prevailing time, on or before Monday, May 3, 2021, at a location to be mutually agreed upon by buyer and seller.
6. At the time of settlement, the seller, upon receipt of the said full purchase price and upon compliance with the conditions of the attached Agreement by the purchaser, will convey to the purchaser title to said property in accordance with the attached Agreement of Sale, free and clear of all liens and encumbrances, but subject to all visible easements, rights of way, and building or use restrictions, and any or all of the same which are a matter of record.
7. The purchaser shall pay the costs of preparing the deed, the acknowledgments, and all stamps, local, Federal and Pennsylvania, required on said deed. Purchaser is responsible for payment of the 2% Pennsylvania real estate transfer tax.
8. A 10% Buyer's Premium will be added to the final bid price to be paid by purchaser.

9. Possession will be given upon settlement and delivery of deed.
10. Seller has removed certain items from the premises, but not everything. All personal property and other items left onsite as of the time of the auction will transfer with the property and will become possessions of the Buyer. Buyer will be responsible for the removal and disposal of any unwanted property.
11. Seller reserves the right to withdraw the premises from sale for want of a sufficient bid.
12. Taxes to and including the date of settlement shall be paid by the seller; all leases, if any, will be pro-rated and security deposits, if any, transferred to buyer at closing.
13. Taxes shall be pro-rated on a fiscal year basis. If applicable, any rollback taxes which become due as a result of the sale under the Pennsylvania Farmland and Forest Land Assessment Act of 1974, better known as "Clean and Green" or Act 319 (72 P.S. §5490.1 et seq.), or other tax abatement or reduction program, shall be paid by purchaser.
14. Municipal charges and assessments, such as water and sewer rents, if applicable, shall be prorated on a fiscal year basis.
15. It is agreed that no formal tender of deed need be made.
16. The property is being sold "as-is/where-is" with no warranties, express or implied. Seller does not make any representations or warranties as to the condition of the property.
17. The property is subject to a gas and oil right-of-way/easement as more fully described in the Option and Easement Agreement dated July 3, 2015 and Notice of Exercise of Option Agreement and Easement Agreement, dated June 17, 2016, true and correct copies of which are attached hereto as Exhibit A, and which are publicly recorded in the Lebanon County Recorder of Deeds Office. Also attached as Exhibit B is a map on which the pipeline is generally depicted. Please understand that Exhibit B is provided only for visual reference and may not depict that actual location of the pipeline and/or easement with 100% accuracy. The specific location of the right-of-way/easement is described with specificity in Exhibit A.
18. Upon failure to comply with the above conditions, the money paid as a down payment shall become forfeited to the seller, who then, at his option shall have the full liberty with or without notice to resell the said premises either at public or private sale and if on such resale there shall be any deficiency the purchaser at this sale shall make good such deficiency but the purchaser at this sale shall not have any advantage from any increased price obtained at such resale.

19. The seller shall not be liable for any damages for failure to convey a valid title for any reason beyond his control and in such event the purchaser shall be entitled to receive a refund of the down payment but shall have no further rights of action against the seller.

20. In the event of conflict with the terms or conditions of the attached Agreement of Sale, the Agreement of Sale shall control.

“Seller”

“Purchaser”

Lucy Houle, Administratrix for
Estate of Samuel E. Webb

AGREEMENT

We, the undersigned, being the seller and purchaser of the real estate mentioned in the foregoing Conditions, hereby declare and agree that the persons identified on the attached Conditions of Sale have become the purchaser of the aforesaid premises for the sum of \$ _____, and that the sum of \$ _____ has been paid to the undersigned seller, the receipt is hereby accepted by way of deposit, and in part payment of the said purchase price. And we further agree that the conditions of sale shall be taken as the terms of agreement for the sale and purchase respectively, of the said premises, and shall be observed and fulfilled by the said seller and purchaser respectively.

We, the purchaser or purchasers, understand that there is NO FINANCING CONTINGENCY with regard to our obligation to complete this purchase. If we intend to obtain any portion of the purchase price through a bank or other lender, we understand that our inability to do so **BY THE LAST DATE STATED FOR CLOSING is at our risk – if we do not pay the Seller the entire purchase price by the last date stated for Closing, the Seller may retain ALL of deposit money AND sue us for the remainder of the purchase price. We understand that we chose our lender and agree to suffer the consequences if we are unable to timely complete any necessary financing needed to meet our obligation to pay the entire purchase price.**

CONFESSION OF JUDGMENT FOR POSSESSION OF PROPERTY

We, the purchaser or purchasers, further agree that if I/we shall acquire possession of the premises before payment of the purchase money and shall fail to make payment when due, I/we authorize the Prothonotary or any attorney-at-law to appear for me/us in any Court of Record and confess judgment in an amicable action of ejectment against me/us, in favor of the seller or the latter's assigns, for possession of said premises and direct the issuing of a writ of *Habere Facias Possessionem*, with a clause of *Fieri Facias* for costs; thereby waiving all irregularities, notice, leave of court and any and all provisions of present or future exemption laws.

ACKNOWLEDGMENT OF CONFESSION OF JUDGMENT

THIS AGREEMENT SETS FORTH WARRANTS OF AUTHORITY FOR AN ATTORNEY TO CONFESS JUDGMENT AGAINST PURCHASER(S). IN GRANTING THESE WARRANTS OF ATTORNEY TO CONFESS JUDGMENT AGAINST PURCHASER(S), PURCASHES(S) HEREBY KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY, AND AFTER CONSULTING WITH SEPARATE COUNSEL OF PURCHASER, UNCONDITIONALLY: (i) WAIVES ANY AND ALL RIGHTS PURCHASER HAS OR MAY HAVE TO PRIOR NOTICE AND AN OPPORTUNITY FOR HEARING UNDER THE CONSTITUTION OF THE COMMONWEALTH OF PENNSYLVANIA OR OTHERWISE, INCLUDING ANY PRIOR NOTICE AND OPPORTUNITY BEFORE JUDGMENT IS ENTERED OR BEFORE EXECUTION IS

ISSUED UPON ANY JUDGMENT SO ENTERED; AND (ii) RELEASES SELLER FROM ALL ERRORS OR DEFECTS IN ENTERING ANY ACTION TO CONFESS JUDGMENT, IN CAUSING SUCH WRIT OR WRITS TO BE ISSUED, OR IN CAUSING ANY JUDGMENT TO BE ENTERED AND AGREES THAT NO WRIT OF ERROR, APPEAL, PETITION TO OPEN OR STRIKE OFF JUDGMENT, OR OTHER OBJECTION SHALL BE FILED OR MADE WITH RESPECT THERETO. PURCHASER(S), BY EXECUTING THE FOLLOWING SIGNATURE LINE, ACKNOWLEDGES THAT PURCHASER(S) COMPREHENDS FULLY THE EFFECT OF THIS CONFESSION OF JUDGMENT, INCLUDING THE: (a) WAIVER OF PRIOR NOTICE AND OPPORTUNITY FOR A HEARING BEFORE THE ENTRY OF A JUDGMENT OR ANY EXECUTION ISSUING ON THAT JUDGMENT; AND (b) RELEASE OF SELLER FROM ALL ERRORS OR DEFECTS IN ENTERING ANY ACTION TO CONFESS JUDGMENT, IN CAUSING SUCH WRIT OR WRITS TO BE ISSUED, OR IN CAUSING ANY JUDGMENT TO BE ENTERED AND AGREES THAT NO WRIT OF ERROR, APPEAL, PETITION TO OPEN OR STRIKE OFF JUDGMENT, OR OTHER OBJECTION SHALL BE FILED OR MADE WITH RESPECT THERETO.

IN WITNESS WHEREOF, we have hereunto set our hands this 20th day of March, 2021.

“Seller”

“Purchaser”

Lucy Houle, Administratrix for
Estate of Samuel E. Webb

Purchaser Address: _____

Phone Number(s): _____

Email: _____

Deed in the Name(s) of: _____

Bank Contact: _____

Check No.: _____ Bank: _____

Driver's License – State and Number: _____

Please direct questions regarding terms and conditions of sale to:

Tucker R. Hull, Esq.

The Law Office of Tucker R. Hull, LLC

108 W Main Street

PO Box 330

Annville, PA 17003

(717) 685-7947

tucker@tucker-hull-law.com

EXHIBIT A