

CONDITIONS OF SALE

The Conditions of the present public sale, held this 31st day of March, 2026 are as follows:

1. **SELLER.** This sale is held on behalf of Vicky L. Ruckert, hereinafter referred to as "Seller", (all references to Seller as contained herein being deemed to refer to all Sellers, jointly and severally, whether masculine or feminine, although referred to herein in the singular masculine form), the present owner of the Premises as hereinafter set forth.

2. **PREMISES.** The property to be sold, 18 Grebill Court, Brownstown, Lancaster County, Pennsylvania, hereinafter referred to as the "Premises", is more particularly described on Exhibit "A" attached hereto.

3. **PURCHASE AND DOWN PAYMENT.** The auctioneer, Martin and Rutt, shall take bids upon the Premises, and, in the event that the Premises is placed in the hands of the auctioneer for sale, the highest bidder on the Premises shall be the Purchaser thereof upon the property being struck off to him (all references to Purchaser as contained herein being deemed to refer to all Purchasers, jointly and severally, whether masculine or feminine, although referred to herein in the singular masculine form), and he shall immediately thereafter sign the Purchaser's Agreement on these Conditions of Sale and pay down ten percent (10%) of the purchase price bid as security for performance under the terms of this Agreement. Purchaser acknowledges that the down payment shall be paid to Seller, and shall not be held in escrow.

4. **REBIDDING.** If any dispute arises among bidders, the property shall immediately be put up for renewal bidding by the auctioneer.

5. **TITLE.** The balance of the purchase money shall be paid at settlement, as herein-after set forth, upon which payment the Seller shall convey to the Purchaser, by special warranty deed prepared at the Purchaser's expense, good and marketable fee simple title to the Premises, free and clear of liens and encumbrances except as noted in these conditions, but subject to existing wall rights, easements, building or use restrictions, zoning or land subdivision regulations, encroachments or cornices, trim and spouting over property boundaries, or encroachments of any kind within the legal width of public highways and subject to all easements, encumbrances, or encroachments which would be apparent upon reasonable physical inspection of the Premises.

6. **SETTLEMENT.** Settlement shall be held at the office of at such other place as Purchaser may elect in Lancaster County, on or before June 1, 2026, which time shall be of the essence of this Agreement. Possession shall be given to Purchaser at settlement.

7. **COSTS.**

A. Acknowledgments to deed shall be paid by Seller.

- B. All required state and local realty transfer taxes shall be paid by Purchaser.
- C. Real estate taxes upon the Premises shall be apportioned to the date of settlement or prior delivery of possession on a fiscal year basis.
- D. Water and sewer rent, if any, shall be paid by Seller on date of settlement or prior delivery of possession.
- E. Legally adequate description and preparing, obtaining, and/or recording releases or other documents or surveys reasonably required in order to make Seller's title to the Premises insurable at regular rates by a title insurance company of Seller's choice licensed to do business in the Commonwealth of Pennsylvania, shall be provided and/or paid for by Seller.
- F. The cost of any title search at regular rates, title insurance, certification of title, examination of title, and title company services, shall be paid by the Purchaser. Preparation of other documents, including, but not limited to deed, mortgage, and bill of sale for personal property, if any, and all fees incurred at settlement, including attorney fees, tax certification fees, disbursement fees, recording fees, or settlement fees, whether purposed to be billed against Purchaser or Seller, shall be paid by Purchaser unless expressly contracted for in writing by Seller.

8. **REJECTION OF BIDS.** Seller reserves the right to reject any and all bids. Seller reserves the right to withdraw the property from sale, and/or to adjourn the sale to a future date or dates.

9. **SURVEY.** Any survey, if desired or required by Purchaser, other than a survey required to provide Seller with an adequate legal description, shall be made at Purchaser's expense.

10. **EMINENT DOMAIN AND EASEMENTS.** The Seller represents that there are no pending and unsettled eminent domain proceedings, no appropriations by the filing of the State Highway plans in the Recorder's Office, and no non-complied-with orders from any governmental authority to do work or correct conditions affecting the Premises of which the Seller has knowledge; that no part of the property, except any part within utility serve strips in developments or within legal limits of highways, is, or at settlement will be, subject to any easement for underground electric or telephone cable or sewer, gas or water pipe serving other than this property, any petroleum products pipeline or public storm sewer, or any other easement, except such easements as may appear of record, such easements as may be disclosed by a reasonable inspection of the Premises, or which are noted in these Conditions. Any proceeding for condemnation or by eminent domain instituted against the Premises after the date hereof shall in no way affect Purchaser's obligation to purchase the Premises; provided that Purchaser shall receive credit for any proceeds, consideration, damages or sums paid by any condemning authority as a result of such action if the same is paid prior to settlement. In the event that any such proceeds, consideration, damages, or sums are paid after the date of settlement, Purchaser

shall be entitled to receive the same. Seller shall be under no obligation to defend against or appear in any such action, provided that Seller provides Purchaser with notice of the institution of such action on later than 15 days after Seller's receipt of notice thereof, and, in such event, Seller shall cooperate in Purchaser's defense of or appearance in such action, at Purchaser's expense.

11. **CONDITION OF PROPERTY AND FIXTURES.** At settlement, the property and all its appurtenances and fixtures shall be in substantially the same condition as at present, except for ordinary reasonable wear and tear, damage of any kind which full or partial recovery may be had under the Seller's or Purchaser's insurance, damage which occurs after possession has been given to the Purchaser, damages arising from any condition of the Premises on the date of the execution hereof, or any taking by eminent domain.

Notwithstanding the Seller's Disclosure Statement attached hereto, by execution of the Purchaser's Agreement, the Purchaser acknowledges that he has had a full and complete opportunity to inspect the Premises. *The Premises is being sold unto Purchaser "AS IS", with no representation, guarantee or warranty regarding the condition of the Premises or any improvement or structure erected on the Premises, including, but not limited to, its structural integrity, roof, appliances, electrical system, heating system, plumbing, water system, sewage disposal system, or any portion thereof.* The Lead-Based Paint Disclosure attached hereto notwithstanding, no representation is made or warranty given regarding the presence or absence of any hazardous or toxic substances, materials or wastes, or that the Premises is in compliance with any federal, state or local environmental laws or regulations. In the event any repair or improvement to or any inspection or testing of the Premises is desired by the Purchaser or by any lender proposing to provide Purchaser with financing for the purchase of the Premises, the costs of any such repair, improvement, inspection, or testing shall be payable solely by the Purchaser. Seller reserves the right to refuse to permit any such repair, improvement, inspection, or testing or to impose such conditions upon any permitted repair, improvement, inspection, or testing as Seller deems appropriate, including, but not limited to, insurance coverage and indemnification and hold harmless agreements. The Purchaser's Agreement shall not be conditioned upon any such repair, improvement, inspection, or testing, or upon any specific results obtained from such inspection or testing.

12. **REAL ESTATE SELLER DISCLOSURE ACT.** The Purchaser acknowledges that the Real Estate Seller Disclosure Act, Act No. 84 of 1996 (68 P.S. §7103, et seq.) (hereinafter called the Act), requires that the seller of real estate provide certain disclosures regarding any property being offered for sale, on a form required by the Act. The Purchaser further acknowledges that the Act provides for damages in the event such disclosures are not made.

Notwithstanding the foregoing, attached hereto is a Seller's Disclosure Statement. The Purchaser, by the execution of the Purchaser's Agreement attached to these Conditions of Sale, acknowledges that he has a full and complete opportunity to review the Disclosure Statement attached hereto, and acknowledges receipt thereof. The Purchaser hereby waives any further compliance with the Act by the Seller. The Purchaser hereby releases, remises and quitclaims unto Seller any and all claims, actions or causes of action under the Act. Seller has not conducted or had conducted any inspection or examination of the Premises, or any fixtures or equipment

included with the Premises, prior to the date of this sale. The Disclosure Statement shall not constitute a guaranty or warranty of the condition of the Premises, or any fixtures or equipment included with the Premises. The Disclosure Statement shall not amend or supersede the provisions of Paragraph 11 of these Conditions of Sale.

The Purchaser further acknowledges that the auctioneer has not made any specific representations regarding the Premises, and that the Purchaser has not relied upon any representations or statements of the auctioneer. The Purchaser releases the auctioneer from any claims, actions or causes of action arising from or due to any defect in the Premises existing on the date of this sale.

13. **LEAD BASE PAINT DISCLOSURE: WAIVER OF RISK ASSESSMENT.**

This notice is Environmental Protection Agency (hereinafter called EPA), 24 C.F.R. Part 35, and 40 C.F.R. Part 745. The Disclosure required by such regulations is attached hereto and made a part hereof. By the execution of the Purchaser's Agreement attached to these Conditions of Sale, the Purchaser acknowledges that he has reviewed the information as set forth in the Disclosure attached hereto, and certifies that, to the best of his knowledge, the information provided therein is true and accurate. The Purchaser also waives rights under the aforesaid statute to be provided with a pamphlet required by the cited regulations about the dangers of lead poisoning.

The attached Disclosure contains a waiver of risk assessment. As a result of the waiver of risk assessment as set forth in the attached Disclosure, the Purchaser acknowledges that the property is to be sold "AS IS", and shall not be subject to or contingent upon any such assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

14. **ZONING.** The parties acknowledge that no representation whatsoever is made concerning zoning of the Premises, or the uses of the Premises that may be permitted under local ordinances, and that Purchaser has satisfied himself that the zoning of the Premises is satisfactory for his contemplated use thereof. The Purchaser hereby waives any applicable requirement for Seller to provide a certification of zoning classification prior to settlement pursuant to Act of July 27, 1955, P.L. 288, §3, as amended and reenacted (21 P.S. §613).

15. **FORMAL TENDER.** Formal tender of deed and purchase money are waived.

16. **DISBURSEMENT FEE.** Any disbursement or similar fees purported to be charged against Seller by any title company or attorney holding settlement for the Premises for services which Seller has not specifically engaged in writing shall be paid by Purchaser.

17. **INCLUSIONS WITH PREMISES.** Included in this sale are all buildings, improvements, rights, privileges, and appurtenances to the Premises, including, but not limited to:

- A. Refrigerator;
- B. Stove;
- C. Dishwasher; and

D. Washer and Dryer.

18. **EXCLUSIONS FROM PREMISES.** The following items are expressly excluded from the sale and will be removed from the Premises by Seller prior to settlement, the Premises to be restored to reasonable condition by Seller prior to settlement:

A. None.

19. **FIRE INSURANCE.** Seller will continue in force the present insurance coverage upon the Premises until delivery of deed or possession to the Purchaser, whichever event shall first occur, and, in case of loss, will credit on account of the purchase price at settlement any insurance collected or collectible either by Seller or any mortgagee or other loss payee therefor. The Purchaser should inquire after the property is struck off concerning the amount of such insurance.

20. **RADON DISCLOSURE.** Radon is a radioactive gas produced naturally in the ground by the normal decay of uranium and radium. Uranium and radium are widely distributed in trace amounts in the earth's crust. Descendants of Radon gas are called Radon daughters, or Radon progeny. Several Radon daughters emit alpha radiation, which has high energy but short range. Studies indicate the result of extended exposure to high levels of Radon gas/Radon daughters is an increased risk of lung cancer. Radon gas originates in soil and rocks. It diffuses, as does any gas, and flows along the path of least resistance to the surface of the ground, and then to the atmosphere. Being a gas, Radon can also move into any air space, such as basements, crawl spaces and permeate throughout the home. If a house has a Radon problem, it can usually be cured by increased ventilation and/or preventing Radon entry. The Environmental Protection Agency advises corrective action if the annual average exposure to Radon daughters exceeds 0.02 working levels. Further information can be secured from the Department of Environmental Resources Radon Project Office, 1100 Grosser Road, Gilbertsville, Pennsylvania, 19525; Call 1-800-23RADON or (215) 369-3590. Purchaser acknowledges that Purchaser has the right to have the buildings inspected to determine if Radon gas and/or daughters are present. Purchaser waives this right and agrees to accept the property AS IS, with no certification from Seller. Purchaser releases, quit-claims, and forever discharges Seller, their heirs and assigns, from any and all claims, losses, or demands, including personal injuries, and all of the consequences thereof, whether now known or not, which may arise from the presence of Radon in any building on the Premises. Seller has no knowledge concerning the presence or absence of Radon.

21. **PURCHASERS' DEFAULT.** In case of noncompliance by the Purchaser with any term of these Conditions, the Seller shall have the option, in addition to all other remedies provided by law, to exercise any one or more of the following remedies:

A. To retain the Purchaser's down money as liquidated damages, regardless of whether or not, or on what terms, the property is resold; and/or

- B. To resell the Premises at public or private sale, with or without notice to the present Purchaser, and to retain any advance in price, or hold the present Purchaser liable for any loss resulting from such resale, meanwhile holding the down money paid hereunder as security for payment of such loss.

22. **SUMMARY OF CONDITIONS.** The Purchaser acknowledges that these Conditions of Sale were available for inspection by the Purchaser prior to the commencement of bidding and sale of the Premises, that the Purchaser had an opportunity to review the full Conditions of Sale, and that the Purchaser understands the contents thereof and all terms and conditions under which the Premises is being sold, agreeing to be bound by the full terms and conditions as set forth therein. The Purchaser acknowledges that only a summary of the Conditions of Sale was read prior to commencement of bidding on the Premises, and that the Purchaser is not relying upon the public reading of the Conditions of Sale as a complete statement of the terms and conditions for sale of the Premises.

23. **PARTIES BOUND.** These conditions and the Agreement made hereunder shall be binding upon the parties hereto and their respective heirs, successors, executors, and assigns.

24. **INTENT.** This Agreement represents the whole Agreement between the parties, and any representations concerning the Premises, or otherwise, made prior to the execution of the Purchaser's Agreement, are hereby superseded by this Agreement. No modification of these Conditions of Sale shall be valid unless made in writing, executed with the same degree of formality as these Conditions of Sale and the Purchaser's Agreement attached hereto.

IN WITNESS WHEREOF, the Seller has executed these Conditions the day and year first above written.


Vicky L. Ruckert (SEAL)
Vicky L. Ruckert
c/o Lindsay M. Schoeneberger
101 North Pointe Blvd, Suite 202
Lancaster, PA 17601
717-293-9293

PURCHASER'S AGREEMENT & RECEIPT

The undersigned, as Purchaser, intending to be legally bound hereby, acknowledges that Purchaser has examined the Conditions of Sale attached hereto available for inspection prior to sale of the Premises, and agrees to be bound by the full terms thereof, further acknowledging that only a summary of the Conditions was read prior to commencement of bidding for the Premises.

The Purchaser agrees to purchase the Premises described in the foregoing Conditions of Sale under the terms and conditions as therein set forth, for the sum of _____ (\$ _____) Dollars.

In the event that Purchaser fails to make settlement as required in the foregoing Conditions of Sale, Purchaser hereby irrevocably authorizes any attorney of any court to appear for Purchaser, or any of them, and to confess judgment against Purchaser, jointly or severally, for all sums due hereunder, including any loss resulting from resale of the Premises by Seller, whether by private or public sale, with or without notice to Purchaser, upon filing of an Affidavit of Default under the terms hereof, together with interest at the rate of Ten (10%) Percent per annum, and together with a collection fee equal to Ten (10%) Percent of the amount then due, but in no event less than Two Hundred Fifty (\$250.00) Dollars, all costs of suit, release of heirs, and waiver of appeals, and without stay of execution. This warranty shall include a waiver of all appraisal, stay, and exemption laws of any state, now in force or hereafter enacted. This Power of Attorney shall not be affected by the disability of the principal or principals.

IN WITNESS WHEREOF, the Purchasers have executed this Agreement on _____ day of _____, 2026, intending to be legally bound hereby.

Purchaser Name (print)

Purchaser Name (print)

Purchaser Signature

Purchaser Signature

Purchaser Address

Purchaser Phone Number

The undersigned acknowledges receipt from Purchaser on behalf of Seller _____ Dollars (\$ _____), representing the down payment for the Purchase of the Premises.

By: _____
Lindsay M. Schoeneberger,
Attorney for Seller
Russell, Krafft & Gruber, LLP
101 North Pointe Blvd, Suite 202
Lancaster, Pa 17601
717-293-9293

EXHIBIT "A"

SEE COPY OF DEED ATTACHED HERETO AND MADE A PART HEREOF AS
FOLLOWS:

Parcel I.D. No./ PIN: 210-28355-0-0000

AAL21393
995056949

OCT 24 1995

25.00
H-2

THIS DEED, made this 20th day of

October in the year nineteen hundred ninety-five (1995)

BETWEEN **KATHY RAE VENDER**, now known as **KATHY RAE SPANGLER**,
adult individual, of the County of Lancaster and
Commonwealth of Pennsylvania, Party of the First
Part,

(hereinafter called the Grantor/s)

and **THOMAS D. RUCKERT and VICKY L. RUCKERT**, husband and
wife, of the County of Lancaster and Commonwealth of
Pennsylvania, Parties of the Second Part,

(hereinafter called the Grantee/s)

WITNESSETH, that in consideration of the sum of:
One Hundred Ten Thousand and 00/100
Dollars (\$ 110,000.00)

In hand paid, receipt whereof is hereby acknowledged, said Grantor(s) do/does hereby
grant and convey to said Grantee(s), his/her/their assigns, as tenants by the entireties,

ALL THAT CERTAIN lot with improvements thereon erected, situate on
the Southwest corner of the intersection of Allen Road and Grebill Court,
in the Township of West Earl, County of Lancaster and Commonwealth of
Pennsylvania, being know as Lot 84, Block D, as shown on a plan of West
Earl Heights - Phase II prepared by J.C. Engineering/Surveying, Inc., dated
June 12, 1985, Drawing No. 85209-1 F-2, recorded in the Office of the
Recorder of Deeds in and for Lancaster County, Pennsylvania, in Subdivision
Plan Book J-144, Page 30, and being more fully bounded and described as
follows:

BEGINNING at a point in the Northwest line of Grebill Court (50 feet wide),
a corner of Lot 83, Block D; thence along the same, North 66 degrees 47
minutes 55 seconds West, a distance of 125.41 feet to a point in line of
Lot 85, Block D; thence along the same, North 43 degrees 06 minutes 05
seconds East, a distance of 131.41 feet to a point on the Southwest line of
Allen Road (50 feet wide); thence along the same in a line curving to the
left having a radius of 625.00 feet, an arc distance of 77.45 feet, the
chord of said arc being South 50 degrees 26 minutes 55 seconds East, a
distance of 77.40 feet to a point; thence along the Northwest line of
Grebill Court the following three courses and distances: (1) in a line
curving to the right having a radius of 20.00 feet, an arc distance 30.02
feet, the chord of said arc being South 11 degrees East, a distance of
27.28 feet to a point; (2) South 32 degrees West, a distance of 36.82 feet
to a point; and (3) in a line curving to the left having a radius of 280.00
feet, an arc distance of 43.00 feet, the chord of said arc being South 27
degrees 36 minutes West, a distance of 42.96 feet to a point, the place of
BEGINNING.

CONTAINING: 12,121 square feet, more or less.

SUBJECT TO a 10 feet wide drainage easement extending along the South line
of this lot.

BEING THE SAME PREMISES that Michael T. Vender and Kathy Rae Vender,
husband and wife, by deed dated July 25, 1995, and recorded July 27, 1995,
in the Office of the Recorder of Deeds in and for Lancaster County,
Pennsylvania, in Record Book 4696, Page 126, granted and conveyed unto
Kathy Rae Vender, her heirs and assigns.

TAX MAP NUMBER is 9M5-4-25 District 210.

WT .50 RF 13.00 AH 11.50 TOT 25.00

DIST 210 MAP 9M5 BLK 4 LOT 25

4778 0400

TAXES	
#:	1100.00
Local	550.00
Local	550.00

West
Earl
Conestoga
Valley

The Grantor(s) covenant(s) that he/she/they will warrant specially the property hereby conveyed.

IN WITNESS WHEREOF the grantor(s) has/have executed this deed the day and year above written.

Witnesses present:

Witness signatures and names: KATHY RAE VENDER (SEAL), KATHY RAE SPANGLER (SEAL), K/k/a KATHY RAE SPANGLER (SEAL)

COMMONWEALTH OF PENNSYLVANIA }
} SS:
COUNTY OF LANCASTER }

On this 20th of October, 1995, before me William B. Stull, the undersigned officer, personally appeared

KATHY RAE VENDER, now known as KATHY RAE SPANGLER

known to me (or satisfactorily proven) to be the person(s) described in, and whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

NOTARIAL SEAL
William B. Stull, Notary Public
Mantua Twp., Lancaster Co. PA
My Commission Expires November 18, 1995

Notary Public signature and name

I certify that the precise residence of the within grantee(s) is

18 GREBILL COURT
BROWNSTOWN, PA 17508

On behalf of the grantee signature

RECORDED OR FILED
95 OCT 24 PM 3:28
RECORDER OF DEEDS
LANCASTER, PA.

I Certify This Document To Be Recorded in Lancaster Co., Pa.



Recorder of Deeds signature

Table with 4 columns: Date, Time, ID, Amount. Rows include 10/24/95 3:31PM 011#7276 PA TAX \$1100.00, LOCAL TX \$550.00, etc.

COMMONWEALTH OF PENNSYLVANIA }
} SS:
COUNTY OF

RECORDED on this.....day of....., A.D. 19.....,

in the Recorder's Office of said County, in Record Book....., Volume....., Page.....

GIVEN under my hand and the seal of said office, the date above written.

Recorder

4778 0401