

## CONDITIONS OF SALE

The following Conditions of Public Sale are hereby made by Jeffrey L. Fry, Executor of the Estate of James R. Showers on this 12<sup>th</sup> day of August 2022:

1. The real estate shall be exposed to public auction and shall be described in accordance with Schedule "A", attached hereto and made a part thereof by reference thereto.

2. The property shall be exposed by the above Seller to public auction subject to a reserve bid, and the Seller reserves the right to refuse or reject any or all bids submitted, and to withdraw the property from public auction at any time in his sole discretion.

3. The payment of realty transfer taxes will be divided equally between Seller and Purchaser.

4. Annual real estate taxes shall be pro-rated to date of settlement or prior delivery of possession on a fiscal year basis

5. The property shall be exposed at public auction subject to the reserve bid as aforesaid, and when the property is struck down to a Purchaser(s) by the auctioneer, the said Purchaser(s) shall deposit forthwith the sum of TEN PERCENT (10%) of the purchase price by cash, cashier's check, certified check or credit card. The balance of the purchase money shall be due and payable forty-five (45) days from the date of sale at Colgan & Associates, LLC, 611 Gettysburg Pike, Suite 201, Mechanicsburg, Pennsylvania, at which time the Seller shall deliver a good and sufficient deed of conveyance containing a covenant of special warranty. Formal tender of the deed is hereby waived by the Purchaser(s) and time is deemed to be of the essence of this contract.

6. It is understood and agreed between the Seller and the Purchaser(s) that the property is being sold in every other respect "**as is**".

7. Any survey required by the Purchaser(s) shall be the responsibility of the Purchaser(s).

8. These conditions shall constitute the entire contract between the Seller and the Purchaser(s). If the said Purchaser(s) shall fail to comply with any of the above terms, the amount paid on the date of the sale shall be forfeited as liquidated damages, and the Seller shall immediately resell the premises without notice to the Purchaser(s) signing these conditions.