PUBLIC SALE

Thursday, November 12, 2026

6:00 PM

John Carl Auction Company
c/o Thelma A. Keller, Gail K. Frey and Richard L. Keller (hereinafter "Sellers")

will offer at Public Auction:

1108 Ridge Road, Elizabethtown, PA 17022

TERMS AND CONDITIONS OF SALE

The terms and conditions of sale of the property to be offered at public sale on Thursday November 12, 2026, beginning at 6:00 p.m. on the Property, (1108 Ridge Road, Elizabethtown, PA 17022) ("the Property") are as follows:

1. If the reserve is satisfied in the sole discretion of the Seller, the highest bidder shall be the purchaser (also known as "Buyer") upon the property being struck off to that bidder. To the highest bid there is a three (3%) percent Buyer's premium added and paid by the Buyer on the highest bid. The highest bid plus the 3% Buyer's premium is the total purchase price. Immediately thereafter such bidder must sign the Buyer's Acceptance which is part of these conditions along with the Seller's Property Disclosure Statement. Further, Buyer shall immediately pay down **TEN (10%) PERCENT** of the purchase price as security for the performance of this agreement which shall be held in escrow until closing.

In person bidders must provide downpayment at auction. If any dispute arises among the bidders, such dispute shall be raised immediately; and the property shall immediately be put up for renewal of bidding. The right is reserved to reject any and all bids. The real estate being sold has a mailing address of 1108 Ridge Road, Elizabethtown, PA 17022, and the legal description is attached as set forth in the deed dated January 23, 2018, Parcel ID Number 460-41136-0-0000.

2. By registering as a buyer and/or bidder on the property, you agree to these Terms and Conditions. The live real estate auction will be held on November 12, 2026 at 6:00 p.m.. On-location bidding is available at the time of the auction.

See John Carl Auction Company internet listing for this auction at: https://johncarlauctions.hibid.com/catalog/779604/real-estate-auction--elizabethtown-pa-10-2-11-12 and for information about online bidding. Neither the company providing the software nor

the auction company, nor the Seller shall be responsible for a missed bid or the failure of the software to function properly for any reason. The Seller and the auction company reserve the right, but is not required, to extend bidding time.

Online bidders must register in advance of the auction. Telephone bidders must register at the discretion of the John Carl Auction Company. In the event of a successful online or telephone bidder, they must, within twenty-four (24) hours, sign the Buyer's Acceptance and the Seller's Disclosure and return to the Auctioneer within that time. Successful bidder (telephone or online) must contact the Auctioneer and provide the down money within twenty-four (24) hours of the sale.

Failure to provide the fully executed documents and down money deposit may, at the election of the seller, render this contract null and void and Seller shall be authorized to enter into a contract with any other party.

3. Buyer shall pay the balance of the purchase money in immediately available funds acceptable to the Seller at settlement, to occur on or before DECEMBER 30, 2026, at the Elizabethtown office of Nikolaus & Hohenadel, LLP, which shall act as Title Agent for the settlement transaction unless such other settlement agent is selected by the Buyer. Upon said payment, Seller will convey to Buyer, by deed prepared at Buyer's expense, fee simple title to the Property, good and marketable, free and clear of all liens and encumbrances not noted on these Conditions, but subject to any existing wall rights, easements, building or use restrictions, encroachments of cornices, trim, spouting on either side of boundary lines, encroachments of any kind within the rights-of-way of public streets or roads, rights of utilities, zoning or land subdivision or development regulations, other municipal ordinances, and present or future rights of public authorities with respect to public highways and all matters of public record and/or apparent upon the property.

4. Inasmuch as the Property has been available for inspection, the Property is sold **AS IS**, without warranty, guarantee or representation as to condition, or fitness, and without express or implied warranty, guarantee or representation that the Property is in condition or fit to be used for the purpose for which it is intended. No sale shall be invalidated nor any refund, compensation or damages paid by reason of any matter relating to condition, or fitness to be used for the purpose for which it is intended, nor by reason of any fault in the Property, nor by reason of the Property being inaccurately or incorrectly described, nor by reason of any imperfection or damage. Sellers' Disclosure is provided pursuant to law and does not operate nor provide any guarantees or warranties as the Property is sold **AS IS**.

5. In the event any repair or improvement to or any inspection or testing of the Property is desired by the Buyer or by any lender proposing to provide Buyer with financing for the purchase of the Property, the costs of any such repair, improvement, inspection, or testing shall be payable solely by the Buyer. Seller reserves the right to refuse to permit any such repair, improvement, inspection, or testing or to impose such condition 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 Buyer'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.

6. This auction sale is with reserve. The Auctioneer or the Seller may withdraw the Property at any time until the Auctioneer announces completion of the sale of the Property.

7. The Auctioneer or the Seller may, without giving any reason therefor, refuse or reject any or all bids.

8. A sale is complete when the Auctioneer so announces by the fall of the hammer or in other customary manner. Where a bid is made while the hammer is falling in acceptance of a prior bid, the Auctioneer may in his discretion reopen the bidding or declare the Property sold under the bid on which the hammer was falling.

9. If disputes arise as to any bidding or between two or more bidders, the Property so disputed shall immediately be put up again and be resold.

10. The Property may be offered at a minimum bid below which the Property may not be sold by the Auctioneer.

11. Buyer shall, if requested, give to the Auctioneer or his representative(s) their names, addresses, and such other information as requested.

12. Persons inspecting the Property assume all risks of damage of or loss to person or property, and specifically relieve the Seller and Auctioneer from liability therefor. Neither the Auctioneer nor the Seller shall be liable to any person by or because of any defect in or the condition of the Property upon which the sale shall be held.

13. The Seller and the Auctioneer reserve the right to adjourn or continue the sale from time to time by announcement at the time and place appointed for the original sale or any adjourned sale or during the progress of any such sale, and without further notice may proceed with the sale on the day to which the same may be so adjourned or continued.

14. Buyer agrees to pay all expenses of and relating to Settlement.

15. **Time is of the essence of this transaction**, and upon failure of the Buyer to make settlement as above set forth, the sale shall, at Seller's option, become breached, violated and terminated, and the amount previously paid by the Buyer shall be retained by the Seller as liquidated damages, and the Seller may proceed to make a resale of the Property either at private or public sale. Formal tender of deed is waived.

16. Zoning for Property is believed to be but not guaranteed to be Residential.

17. The following items are considered part of the property and will pass with title to the property:

All existing plumbing, heating, air-conditioning and lighting fixtures (including chandeliers) and systems appurtenant thereto and forming a part thereof, and other permanent fixtures, as well as all ranges, laundry tubs, T.V. antennas, masts and rotor systems, together with wall to wall carpeting, screens, storm sash and/or doors, shades, awnings, venetian blinds, couplings for automatic washers and dryers, etc. radiator covers, cornices, kitchen cabinets, drapery rods, drapery rod hardware, curtain rods, curtain rod hardware, all trees, shrubbery, plantings now in or on the Property.

18. Realty transfer taxes or sales tax shall be paid by Buyer.

19. Real estate taxes shall be apportioned to date of Settlement or prior receipt of possession by Buyer on a fiscal year basis. The Property is served by well water and public sewer.

20. In the event that any of the buildings on the Property to be sold is or are destroyed or damaged by fire or other casualty or in any other manner prior to Settlement, all insurance proceeds will be the sole property of the Seller, but the amount of the purchase price to be paid by Buyer shall be reduced, not below zero, by the amount of the insurance proceeds actually received by Seller by reason of the destruction of or damage to the building(s); there shall be no duty on the Seller to restore, repair or rebuild the building(s). Seller, until Settlement, will carry, at its expense, the present insurance on the Property. Subsequent to the Settlement, all risk of loss or damage by reason of the destruction of or damage to the buildings shall be solely on the Buyer; the Seller shall not be liable or responsible for any loss or damage by reason of the destruction of or damage to the buildings occurring subsequent to the Settlement.

21. All notices required or provided for herein shall be in writing and sent by first-class mail. Subject to change by such notice from the party to be charged with such notice, notices shall be addressed as follows:

To Seller: Thelma A. Keller, Gail K. Frey, Richard L. Keller
1108 Ridge Road
Elizabethtown, PA 17022

With a copy to: Jeffrey S. Shank, Esquire
Nikolaus & Hohenadel, LLP
222 S. Market Street, Suite 201
Elizabethtown, PA 17022

22. These Terms and Conditions of Sale constitute the entire understanding arrived at and between the parties hereto and there are no other understandings, representations or warranties, oral or written, relating to the subject matter thereof.

23. These Terms and Conditions of Sale shall be binding on and shall inure to the benefit of the Seller and the Buyer, the Buyer's heirs, successors and assigns.

24. It is understood that Buyer has inspected the Property and has agreed to purchase it as a result of such inspection and not because of or in reliance upon any representations by the Seller, Auctioneer or any agent thereof.

25. Buyer agrees at no cost and at no obligation to Buyer, to cooperate and sign any necessary documentation to allow Seller to proceed with a 1031 tax free exchange.

26. All bids and sale are made subject to the terms and conditions set forth in these Terms and Conditions of Sale. A Buyer, by making a bid, agrees to abide and be bound by these Terms and Conditions.

a. Should Buyer fail to comply with these Conditions, Seller shall, in addition to other remedies provided by law, have the option either (1) to retain Buyer's down-payment as liquidated damages regardless of whether, or on what terms, the Property is resold or (2) to resell the Property at public or private sale, with or without notice to Buyer, and to retain any advance in price or to hold Buyer liable for any loss resulting from such sale, meanwhile holding the down payment as security for or toward payment of any such loss.

b. This Agreement is not assignable by Buyer without Seller(s) prior written consent.

SELLER

By: _____
Thelma A. Keller

By: _____
Gail K. Frey

By: _____
Richard L. Keller

BUYER'S AGREEMENT

I/We_____

_____

agree to have purchased the Real Estate mentioned in the foregoing Conditions, subject to

said Conditions, for the sum of _____

_____DOLLARS ($_____).

and if I/we shall acquire possession of the Property before payment of the purchase money and shall fail to make payment when due, I/we authorize any attorney to appear for me/us in any court and, to the extent and under the conditions, if any, then permitted or prescribed by law, **CONFESS JUDGMENT IN EJECTMENT** against me/us, in favor of the Seller or the latter=s assigns, for possession of said Property, and direct the issuing of a writ of possession, with clause or writ of execution for costs; thereby waiving all irregularities, notice, leave of court, present or future exemption laws, and right of appeal.

I/We acknowledge receipt from the Seller of the following titled documents: Sellers' Disclosure and the Lead-Based Paint Disclosure.

Witness my/our hand(s) and seal(s) this _____day of_____, 2026.

_____
, Buyer

_____
, Buyer

RECEIPT

Received of Buyer on above date, as down money on account of the above

purchase price, the sum of _____DOLLARS ($_____).

Nikolaus & Hohenadel, LLP

By: _____
Jeffrey S. Shank, Esquire

REAL ESTATE SELLER DISCLOSURE ACT

The Buyer acknowledges that the Real Estate Seller Disclosure Act, Act No. 84 of 1996, 68 P.S. '1021, et seq.) (herein "Seller Disclosure Act"), requires the seller of certain real estate to provide certain disclosures regarding the real estate offered for sale, on a form required by the Seller Disclosure Act. The Buyer further acknowledges that the Seller Disclosure Act provides for damages in the event such disclosures are not made.

Attached hereto is a Seller's Disclosure Statement. The Buyer, by the execution of the Buyers' Agreement attached to these Conditions of Sale, acknowledges that he has a full and complete opportunity to review the Seller Disclosure Statement attached hereto, and acknowledges receipt thereof. The Buyer hereby waives any further compliance with Seller Disclosure Act by the Seller. The Buyer hereby releases, remises and quitclaims unto Seller any and all claims, actions or causes of action under the Seller Disclosure Act. Seller has not conducted or had conducted any inspection or examination of the Property, or any fixtures or equipment included with the Property, prior to the date of this sale. The Disclosure Statement shall not constitute a guaranty or warranty of the condition of the Property, or any fixtures or equipment included with the Property. The Disclosure Statement shall not amend or supersede the provisions of Paragraph 4 of these Conditions of Sale.

The Buyer further acknowledges that neither the attorney for the Seller, nor the auctioneer, has made any specific representations regarding the condition of the Property, and that the Buyer has not relied upon any representations or statements of the attorney for the Seller or auctioneer. The Buyer releases the attorney for the Seller and the auctioneer from any claims, actions or causes of action arising from or due to any defect in the Property existing on the date of this sale.

WITNESS: BUYER:

_____ _____

_____ _____

RADON DISCLOSURE
ADDENDUM TO TERMS
AND CONDITIONS OF SALE

Radon is a radioactive gas produced naturally in the ground by the normal decay of uranium and radium. Studies, although not yet conclusive, indicate that extended exposure to high levels of radon gas or radon daughters, also known as radon progeny, descendants of radon gas, results in an increased risk of lung cancer. Radon gas or radon daughters can diffuse through the earth into homes and can accumulate in open spaces, such as basements and crawl spaces, and subsequently permeate a home. If the annual average exposure to radon daughters exceeds 0.02 working levels (4 picocuries per liter) the Environmental Protection Agency (EPA) presently advises corrective action, although there can be no assurance that lesser levels are not harmful. Increased ventilation and/or preventing the entry of radon will cure a radon problem in most instances.

Seller has no knowledge concerning the existence or nonexistence of radon in or about the Property. Buyer agrees to take the property in an "AS IS" condition with regard to Radon; and further Buyer hereby releases, quit claims and forever discharges Seller, Seller's Agents, Subagents, Attorneys, or any one of them, and any other Person, Firm or Corporation, who may be liable through them, from any and all claims, losses or demands, including personal injuries, and all consequences thereof, where now known or not, which may arise from the presence of Radon in any building on any property.

WITNESS: BUYER:

_____ _____

_____ _____

WITNESS: SELLER:

_____ _____

_____ _____

_____ _____

LEAD BASED PAINT AND/OR LEAD BASED PAINT HAZARDS DISCLOSURE ADDENDUM TO TERMS AND CONDITIONS OF SALE

Every Buyer or any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller has no knowledge concerning the existence or nonexistence of lead-based paint and/or lead-based paint hazards in or about the Property and has no reports regarding the existence or nonexistence of lead-based paint and/or lead-based paint hazards in or about the Property. Buyer agrees to take the property in an AS IS condition with regard to lead-based paint and/or lead-based paint hazards; and further Buyer hereby releases, quit claims and forever discharges Seller, Seller's Agents, Subagents, Attorneys, or any one of them, and any other Person, Firm or Corporation, who may be liable through them, from any and all claims, losses or demands, including personal injuries, and all consequences thereof, where now known or not, which may arise from the presence of lead-based paint and/or lead-based paint hazards in any building on any property.

WITNESS: BUYER:

_____ _____

_____ _____

WITNESS: SELLER:

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