

TERMS & CONDITIONS OF AUCTION OF REAL ESTATE

1. The time of the auction of said real estate is August 18, 2006 at 6:30 P.M EDT.
2. The premises to be sold consist of a parcel of land approximately 193 x 150 x 197 x 153 having thereon erected a known and numbered as Harrisburg, Dauphin County, PA.
3. This auction is subject to immediate phone confirmation of purchase price by the owner.
4. The successful bidder shall immediately upon knockdown of said real estate pay Ten Thousand Dollars in the form of a bank cashier's check made payable to Ensminger Auctioneers as a deposit on said real estate. Said deposit will be held in the Auctioneer's escrow account as deposit and part payment of the purchase price and the successful bidder will sign an agreement for payment of the remainder of the purchase price.
5. If any dispute arises between two or more bidders, the property shall be put up again at the last undisputed bid. The auctioneer shall have the right to fix from time to time the amounts he will accept as bids.
6. Possession of said premises shall be delivered at time of settlement.
7. The purchaser shall pay all transfer taxes.
8. Real estate taxes and utilities shall be prorated as of September 18, 2006 or the date of settlement, whichever occurs first.
9. Any survey or certifications required by the purchaser shall be at the purchaser's expense.
10. Seller will convey the premises "as is" and, therefore, the seller makes no representations or warranties as to the current condition of the property or any of the facilities contained therein. A disclosure statement is attached stating known facts about the property, however, the purchaser acknowledges that said premises were purchased as a result of the purchaser's inspection and there is no reliance whatsoever on any other representations made by the seller, oral or written, through advertisement or any other means.
11. Settlement shall be held in the law offices of James H. Turner, Esquire, 4415 North Front Street, Harrisburg, PA 17110 on Monday, September 18, 2006 at 2:00 P.M. or at any other time or place mutually agreed upon in writing by both parties but not to exceed 60 days from the date of this auction.
12. At the time of settlement, the seller, upon receipt of the full purchase price in cash or certified funds and upon compliance with the terms and conditions of sale by the purchaser, will convey good and marketable title to the property, insurable at standard rates by a Pennsylvania licensed title insurance company, by Special Warranty Deed free and clear of all encumbrances except all applicable restrictions, rights-of-way or other conditions which appear of record or are visible upon the ground, and all zoning ordinances applicable to the premises.
13. The seller shall not be liable for any damages for failure to convey a valid title and, in any such event, the purchaser shall be entitled to receive a refund of the down payment but shall have no other rights of action against the seller or his agent and the parties shall be discharged.
14. Upon payment of the entire purchase price and compliance with the conditions of sale, the purchaser shall have the right of possession to the premises.

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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 \$221,500 and are calculated upon current published tax rates to be \$4,628.02. 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 provided the attached disclosure statement but has not recently occupied the property and has no knowledge of any defects other than those disclosed, therefore, the property is being sold in as is condition in accordance with paragraph 10 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/leadpb.pdf> 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 Robert A. Ensminger. 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:

Purchaser

Purchaser

August 18, 2006

SELLER'S PROPERTY DISCLOSURE STATEMENT

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Property Address 4316 VALLEY VIEW Rd HARRISBURG PA 17112

Seller DENNIS R. HOSKINS

A seller must disclose to a buyer all known material defects about property being sold that are not readily observable. This disclosure statement is designed to assist Seller in complying with disclosure requirements and to assist Buyer in evaluating the property being considered.

This Statement discloses Seller's knowledge of the condition of the property as of the date signed by Seller and is not a substitute for any inspections or warranties that Buyer may wish to obtain. This Statement is not a warranty of any kind by Seller or a warranty or representation by any listing real estate broker, any selling real estate broker, or their licensees. Buyer is encouraged to address concerns about the conditions of the property that may not be included in this Statement. This Statement does not relieve Seller of the obligation to disclose a material defect that may not be addressed on this form.

A material defect is a problem with the property or any portion of it that would have a significant adverse impact on the value of the residential real property or that involves an unreasonable risk to people on the land.

1. SELLER'S EXPERTISE Seller does not possess expertise in contracting, engineering, architecture, or other areas related to the construction and conditions of the property and its improvements, except as follows: None

2. OCCUPANCY

(a) Do you, Seller, currently occupy this property? [] Yes [x] No
If "no," when did you last occupy the property? 12/25/05

(b) Have there been any pets living in the house or other structures during your ownership? [x] Yes [] No
If "yes," describe: 2 Maltese dogs

3. ROOF

(a) Date roof installed: 7/94 Documented? [] Yes [x] No [x] Unknown

(b) Has the roof been replaced or repaired during your ownership? [x] Yes [] No

(c) If "yes," were the existing shingles removed? [x] Yes [] No [] Unknown

(d) Has the roof ever leaked during your ownership? [] Yes [x] No

(e) Do you know of any problems with the roof, gutters or downspouts? [x] Yes [] No
Explain any "yes" answers that you give in this section: gutters need to be cleaned regularly because of leaves

4. BASEMENTS AND CRAWL SPACES (Complete only if applicable)

(a) Does the property have a sump pump? [] Yes [x] No [] Unknown

(b) Are you aware of any water leakage, accumulation, or dampness within the basement or crawl space? [x] Yes [] No
If "yes," describe in detail: water backs up in downspout (front) & overflows into window well (leaves)

(c) Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space? [x] Yes [] No
If "yes," describe the location, extent, date, and name of the person who did the repair or control effort: extend downspout, clean out gutters

5. TERMITES/WOOD-DESTROYING INSECTS, DRYROT, PESTS

(a) Are you aware of any termites/wood-destroying insects, dryrot, or pests affecting the property? [] Yes [x] No

(b) Are you aware of any damage to the property caused by termites/wood-destroying insects, dryrot, or pests? [] Yes [x] No

(c) Is your property currently under contract by a licensed pest control company? [] Yes [x] No

(d) Are you aware of any termite/pest control reports or treatments for the property in the last five years? [] Yes [x] No
Explain any "yes" answers that you give in this section, including the name of any service/treatment provider, if applicable:

6. STRUCTURAL ITEMS

(a) Are you aware of any past or present water leakage in the house or other structures? [x] Yes [] No

(b) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, or other structural components? [] Yes [x] No

(c) Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls on the property? [] Yes [x] No

(d) Is your property constructed with an Exterior Insulating Finishing System (EIFS), such as drivit or synthetic stucco? [] Yes [x] No [] Unknown
If "yes," describe any known problems:

(e) Are there any defects in flooring, including stains? Yes No Unknown

If "yes," explain: _____

Explain any "yes" answers that you give in this section. When explaining reports to control or repair, please describe the location and extent of the problem, and the date and person by whom the work was done, if known: _____

7. ADDITIONS/REMODELS Have you made any additions, structural changes, or other alterations to the property? Yes No

If "yes," describe: Added free-standing pool/recreation building; connect through porch

8. WATER AND SEWAGE

(a) What is the source of your drinking water? Public Water On-Site Water (Well on Property)

Community Water None Other (explain) _____

(b) If your drinking water source is not public:

When was your water last tested? 1998 What was the result of the test? OK

Is the pumping system in working order? Yes No

If "no," explain: _____

(c) Do you have a softener, filter, or other purification system? Yes No

If "yes," is the system Leased Owned

(d) What is the type of sewage system? Public Sewer Individual On-lot Sewage Disposal System

Individual On-lot Sewage Disposal System in Proximity to Well Community Sewage Disposal System

Ten-acre Permit Exemption Holding Tank None None Available/Permit Limitations in Effect

If Individual On-lot, what type? Cesspool Drainfield Unknown Other (specify): _____

Is there a septic tank on the Property? Yes No Unknown

If "yes," what is the type of tank? Metal/steel Cement/concrete Fiberglass Unknown

Other (specify): _____

Other type of sewage system (explain): _____

(e) When was the on-site sewage disposal system last serviced? n/a

(f) Is there a sewage pump? Yes No

If "yes," is it in working order? Yes No

(g) Is either the water or sewage system shared? Yes No

If "yes," explain: _____

(h) Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage-related items?

Yes No

If "yes," explain: _____

9. PLUMBING SYSTEM

(a) Type of plumbing: Copper Galvanized Lead PVC Unknown

Other (explain): _____

(b) Are you aware of any problems with any of your plumbing fixtures (e.g., including but not limited to: kitchen, laundry, or bathroom fixtures; wet bars; hot water heater; etc.)? Yes No

If "yes," explain: Hot water heater needs new thermoslate

10. HEATING AND AIR CONDITIONING

(a) Type of air conditioning: Central Electric Central Gas Wall None

Number of window units included in sale _____ Location _____

(b) List any areas of the house that are not air conditioned: _____

(c) Type of heating: Electric Fuel Oil Natural Gas Propane (On-site) Ground water heat pump

Are there wood or coal burning stoves? Yes No If "yes," how many? _____ Are they working? Yes No

Are there any fireplaces? Yes No If "yes," how many? 1 Are they working? Yes No

Other types of heating systems (explain): Ground water heat pump, auxiliary natural gas furnace for pool & aux heat

(d) Are there any chimneys? Yes No If "yes," how many? 1 Are they working? Yes No

When were they last cleaned? 1990 (?) fireplace is natural gas

(e) List any areas of the house that are not heated: _____

(f) Type of water heating: Electric Gas Solar Other: _____

(g) Are you aware of any underground fuel tanks on the property? Yes No

If "yes," describe: _____

If tanks are not owned, explain: _____

(h) Are you aware of any problems with any item in this section? Yes No

If "yes," explain: air handler for pool building is leaking (above ceiling)

121 11. **ELECTRICAL SYSTEM** Are you aware of any problems or repairs needed in the electrical system? Yes No 121

122 If "yes," explain: _____ 122

123 12. **OTHER EQUIPMENT AND APPLIANCES INCLUDED IN SALE (Complete only if applicable)** 123

124 Equipment and appliances ultimately included in the sale will be determined by negotiation and according to the terms of the 124

125 Agreement of Sale. 125

126 (a) Electric Garage Door Opener No. of Transmitters 3 126

127 (b) Smoke Detectors How many? 2 Location Kitchen & hall 127

128 (c) Security Alarm System Owned Leased Lease Information _____ 128

129 (d) Lawn Sprinkler No. _____ Automatic Timer _____ 129

130 (e) Swimming Pool Pool Heater Spa/Hot Tub 130

131 Pool/Spa Equipment (list): gas furnace, sand filter (in basement) 131

132 (f) Refrigerator Range Microwave Oven Dishwasher Trash Compactor Garbage Disposal 132

133 (g) Washer Dryer 133

134 (h) Intercom 134

135 (i) Ceiling fans No. _____ Location _____ 135

136 (j) Other: instant hot water heater at sink 136

137 Are any items in this section in need of repair or replacement? Yes No Unknown 137

138 If "yes," explain: _____ 138

139 13. **LAND (SOILS, DRAINAGE, AND BOUNDARIES)** 139

140 (a) Are you aware of any fill or expansive soil on the property? Yes No 140

141 (b) Are you aware of any sliding, settling, earth movement, upheaval, subsidence, or earth stability problems that have occurred on 141

142 or affect the property? Yes No 142

143 *Note to Buyer: The property may be subject to mine subsidence damage. Maps of the counties and mines where mine subsidence 143*

144 damage may occur and mine subsidence insurance are available through: Department of Environmental Protection, Mine Subsidi- 144

145 dence Insurance Fund, 3913 Washington Road, McMurray, PA 15317 (800) 922-1678 (within Pennsylvania) or (724) 941-7100 145

146 (outside Pennsylvania). 146

147 (c) Are you aware of any existing or proposed mining, strip-mining, or any other excavations that might affect this property? 147

148 Yes No 148

149 (d) To your knowledge, is this property, or part of it, located in a flood zone or wetlands area? Yes No 149

150 (e) Do you know of any past or present drainage or flooding problems affecting the property? Yes No 150

151 (f) Do you know of any encroachments, boundary line disputes, or easements? Yes No 151

152 *Note to Buyer: Most properties have easements running across them for utility services and other reasons. In many cases, the 152*

153 easements do not restrict the ordinary use of the property, and Seller may not be readily aware of them. Buyers may wish to 153

154 determine the existence of easements and restrictions by examining the property and ordering an Abstract of Title or searching 154

155 the records in the Office of the Recorder of Deeds for the county before entering into an Agreement of Sale. 155

156 (g) Are you aware of any shared or common areas (e.g., driveways, bridges, docks, walls, etc.) or maintenance agreements? 156

157 Yes No 157

158 Explain any "yes" answers that you give in this section: _____ 158

159 14. **HAZARDOUS SUBSTANCES** 159

160 (a) Are you aware of any underground tanks (other than fuel tanks) or hazardous substances present on the property (structure or soil) 160

161 such as but not limited to, asbestos, Polychlorinated biphenyls (PCBs), Ureaformaldehyde Foam Insulation (UFFI), etc.? 161

162 Yes No 162

163 (b) To your knowledge, has the property been tested for any hazardous substances? Yes No 163

164 (c) Do you know of any other environmental concerns that might impact upon the property? Yes No 164

165 Explain any "yes" answers that you give in this section: grease/docks on lake cause water 165

166 problems, uv light installed to correct 166

167 (d) Do you know of any tests for radon gas that have been performed in any buildings on the property? Yes No 167

168 If "yes," list date, type, and results of all tests below: 168

169 DATE TYPE OF TEST RESULTS (picocuries/liter or working levels) NAME OF TESTING SERVICE 169

170 8/89 _____ OK _____ 170

171 _____ _____ _____ _____ 171

172 _____ _____ _____ _____ 172

173 (e) Are you aware of any radon removal system on the property? Yes No 173

174 If "yes," list date installed and type of system, and whether it is in working order below: 174

175 DATE INSTALLED TYPE OF SYSTEM PROVIDER WORKING ORDER 175

176 _____ _____ _____ Yes No 176

177 _____ _____ _____ Yes No 177

178 _____ _____ _____ Yes No 178

179 _____ _____ _____ Yes No 179

180 _____ _____ _____ Yes No 180

181 _____ _____ _____ Yes No 181

Seller's Initials: DRH

(f) If property was constructed, or if construction began, before 1978, you must disclose any knowledge of lead-based paint on the property. Are you aware of any lead-based paint or lead-based paint hazards on the property? Yes No
If "yes," explain how you know of it, where it is, and the condition of those lead-based paint surfaces: _____

(g) If property was constructed, or if construction began, before 1978, you must disclose any reports or records of lead-based paint or lead-based paint hazards on the property. Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the property? Yes No
If "yes," list all available reports and records: _____

15. CONDOMINIUMS AND OTHER HOMEOWNER ASSOCIATIONS (Complete only if applicable)

Type: Condominium Cooperative Homeowner Association or Planned Community
Other _____

Notice regarding Condominiums, Cooperatives, and Planned Communities: According to Section 3407 of the Uniform Condominium Act [68 Pa. C.S. §3407 (relating to resale of units) and 68 Pa. C.S. §4409 (relating to resale of cooperative interests)] and Section 5407 of the Uniform Planned Community Act [68 Pa. C.S. §5407 (relating to resale of units)], a buyer of a resale unit in a condominium, cooperative, or planned community must receive a copy of the declaration (other than the plats and plans), the by-laws, the rules or regulations, and a certificate of resale issued by the association in the condominium, cooperative, or planned community. The buyer will have the option of canceling the agreement with the return of all deposit monies until the certificate has been provided to the buyer and for five days thereafter or until conveyance, whichever occurs first.

16. MISCELLANEOUS

- (a) Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the property? Yes No
- (b) Are you aware of any existing or threatened legal action affecting the property? Yes No
- (c) Do you know of any violations of federal, state, or local laws or regulations relating to this property? Yes No
- (d) Are you aware of any public improvement, condominium or homeowner association assessments against the property that remain unpaid or of any violations of zoning, housing, building, safety or fire ordinances that remain uncorrected? Yes No
- (e) Are you aware of any judgment, encumbrance, lien (for example, co-maker or equity loan), overdue payment on a support obligation, or other debt against this property that cannot be satisfied by the proceeds of this sale? Yes No
- (f) Are you aware of any reason, including a defect in title, that would prevent you from giving a warranty deed or conveying title to the property? Yes No
- (g) Are you aware of any material defects to the property, dwelling, or fixtures which are not disclosed elsewhere on this form? Yes No

A material defect is a problem with the property or any portion of it that would have a significant adverse impact on the value of the residential real property or that involves an unreasonable risk to people on the land.

Explain any "yes" answers that you give in this section: _____

The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete to the best of Seller's knowledge. Seller hereby authorizes the Listing Broker to provide this information to prospective buyers of the property and to other real estate licensees. **SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS STATEMENT.** Seller shall cause Buyer to be notified in writing of any information supplied on this form which is rendered inaccurate by a change in the condition of the property following completion of this form.

WITNESS _____	SELLER <u>Dennis R. Hooper</u>	DATE <u>6/23/06</u>
WITNESS _____	SELLER _____	DATE _____
WITNESS _____	SELLER _____	DATE _____

EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

According to the provisions of the "Real Estate Seller Disclosure Act," the undersigned executor, administrator or trustee is not required to fill out a Seller's Property Disclosure Statement. The executor, administrator or trustee, must, however, disclose any known material defect(s) of the property.

DATE _____

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

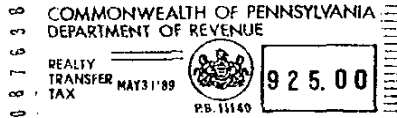
The undersigned Buyer acknowledges receipt of this Disclosure Statement. Buyer acknowledges that this Statement is not a warranty and that, unless stated otherwise in the sales contract, Buyer is purchasing this property in its present condition. It is Buyer's responsibility to satisfy himself or herself as to the condition of the property. Buyer may request that the property be inspected, at Buyer's expense and by qualified professionals, to determine the condition of the structure or its components.

WITNESS _____	BUYER _____	DATE _____
WITNESS _____	BUYER _____	DATE _____
WITNESS _____	BUYER _____	DATE _____

This Deed,

MADE THE 26 day of May in the year
of our Lord one thousand nine hundred EIGHTY-NINE (1989)

BETWEEN WILLIAM R. DIXON and GLADYS S. DIXON, his wife, of Harrisburg,
Dauphin County, Pennsylvania



Grantors

and

DENNIS R. HOSKINS and PATRICIA A. HOSKINS, his wife, of
Harrisburg, Dauphin County, Pennsylvania

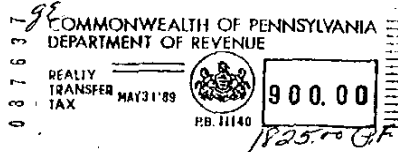
Grantees:
WITNESSETH, that in consideration of ONE HUNDRED EIGHTY TWO THOUSAND FIVE HUNDRED
DOLLARS-----(\$182,500.00)-----Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant
and convey to the said grantees,

ALL THAT CERTAIN piece or parcel of land situate in the Lower Paxton Township,
Dauphin County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the northern line of Valley View Road at the western
line of Lot No. 6 on the hereinafter mentioned plan; thence in a northwesterly
direction along said line one hundred ninety-three and one tenth (193.1) feet
to a point at the southern line of Lot No. 7 on hereinafter mentioned plan;
thence in a westwardly direction along said line one hundred fifty (150) feet
to a point at the eastern line of Lot No. 10 on hereinafter mentioned plan;
thence along said line in a southeasterly direction one hundred ninety-seven
and three tenths (197.3) feet to a point on the northern line of Valley View
Road; thence along said line in an eastwardly direction one hundred fifty-two
and five tenths (152.5) feet to a point at the Place of Beginning.

BEING Lot No. 8, Section F, on Plan of Colonial Crest as recorded in Plan Book
"S", page 52 and revised in Plan Book "A", Volume 2, page 100.

BEING the same premises which John L. Garland and Emma F. Garland, his wife,
by deed dated May 11, 1967 and recorded May 22, 1967 in the Dauphin County
Recorder's Office in Deed Book R, Volume 52, Page , granted and conveyed
unto William R. Dixon and Gladys S. Dixon, his wife, Grantors herein.



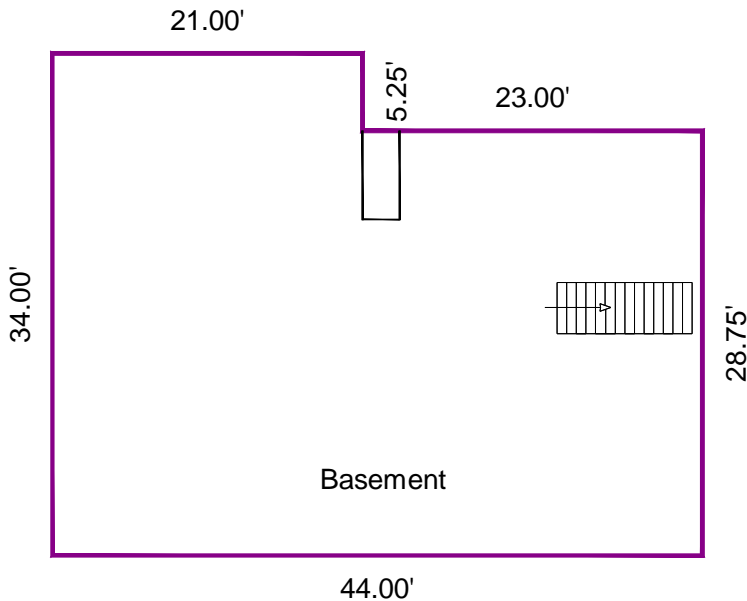
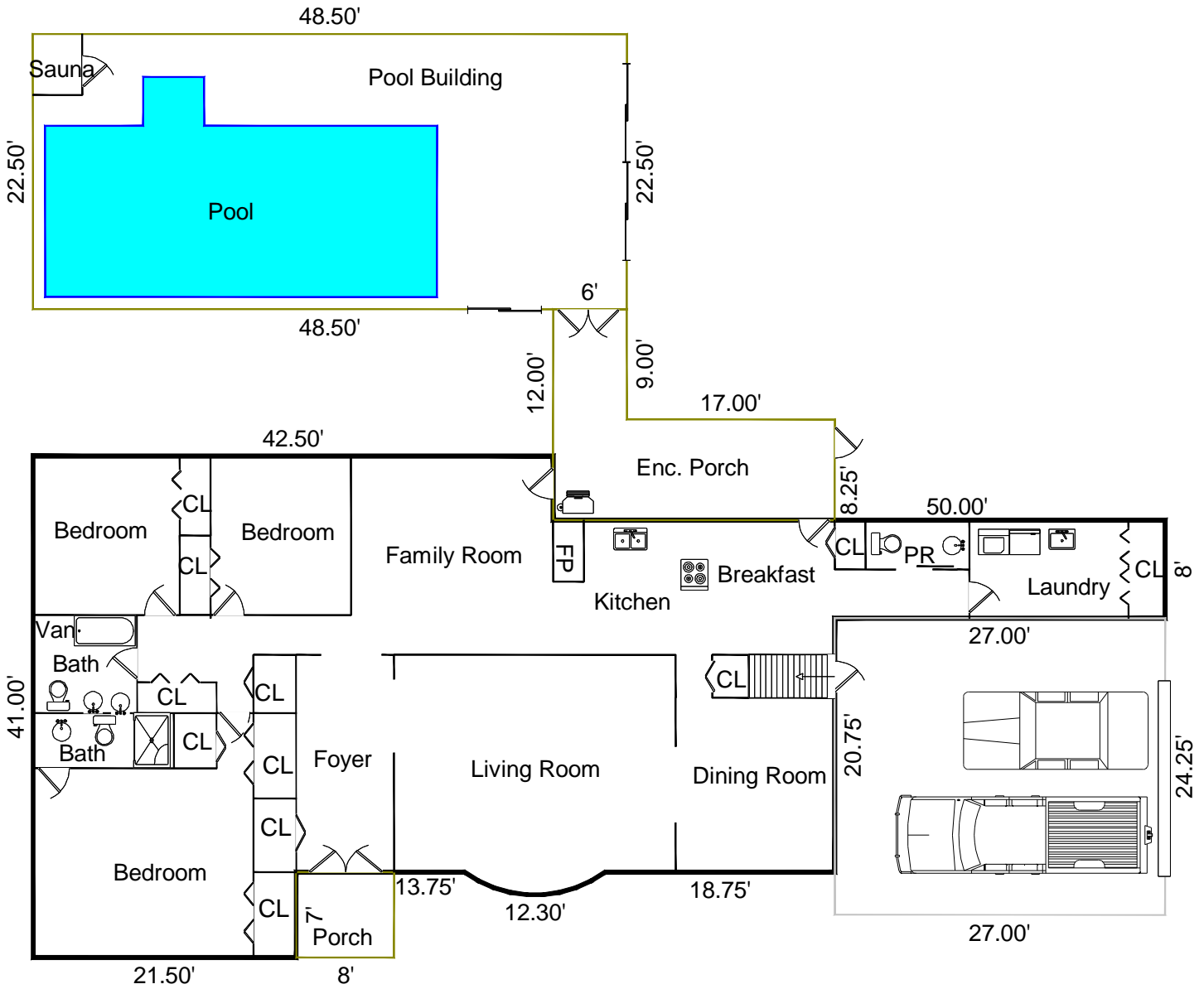
BORO
TWP Lower Paxton
CENTRAL DAUPHIN SCHOOL DISTRICT
DAUPHIN COUNTY, PENNSYLVANIA
REAL ESTATE TRANSFER TAX

DATE 5-31-89 AMT. \$ 1825.00

D. L. Spang
COLLECTION AGENT

RECEIVED
RECORDERS OFFICE
MAY 31 12 45 PM '89
DAUPHIN COUNTY
PENNA

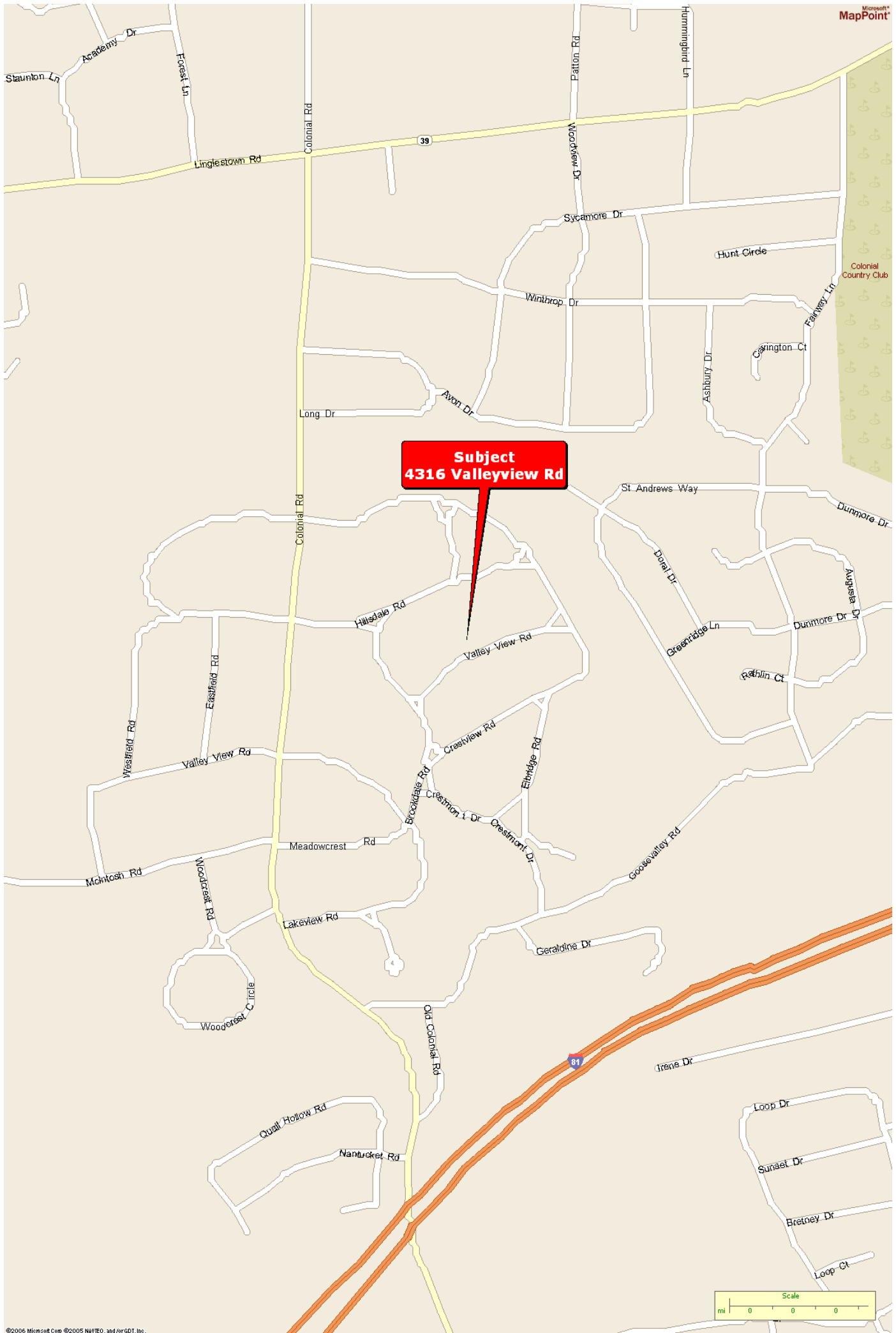
BUILDING SKETCH



**Illustrative
Purposes
Only**

Location Map

Owner	Dennis Hoskins						
Property Address	4316 Valley View Road						
City	Harrisburg	County	Dauphin	State	PA	Zip Code	17112-2028
Appraiser	Robert A. Ensminger						



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