

## CONDITIONS OF SALE

The Subscriber, Mandy P. Miller, Sheriff of the County of Berks, offers to sell this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by public sale or auction and by virtue of certain writs of execution issued out of the Court of Commons Pleas of Berks County, and to him upon the terms and conditions ("Conditions of Sale") as follows:

1. All bidders must complete the Bid4Assets on-line registration process to participate in the auction ("Auction"). All bidders must submit a Ten Thousand and 00/100 Dollars (\$10,000.00) deposit ("Deposit") plus a Thirty-Five and 00/100 Dollars (\$35.00) processing fee to Bid4Assets before the start of the Auction. Such single Deposit shall be associated with the Auction held as of this date ("Auction Date") and shall allow a bidder to bid on all of the properties that close on the Auction Date. The Deposit will be applied equally among properties purchased by the bidder on the Auction Date.
2. All properties are sold "AS IS" with NO expressed or implied warranties or guarantees whatsoever. The Sheriff and Bid4Assets shall not be liable as a result of any cause whatsoever for any loss or damage to the properties sold. In anticipation of participating in the Auction and purchasing a property, the bidder assumes all responsibility for due diligence. It is the responsibility of the bidder to investigate any and all liens, encumbrances and/or mortgages held against the property which may not be satisfied by the post-sale Schedule of Proposed Distribution under Pa.R.C.P. 3136 ("Schedule of Proposed Distribution").
3. The plaintiff's attorney shall submit the plaintiff's upset price ("Upset Price") to Bid4Assets at least one (1) hour prior to the start of the Auction. The Upset Price is the least amount the plaintiff will accept for a property. The Sheriff's cost will be added to the Upset Price to determine the minimum bid for the auction.
4. The highest bidder shall be the purchaser. Upon the auction's close, purchaser shall have their deposit applied towards their balance due. Purchaser shall pay the balance of 10% of the purchase price plus a 1.5% buyer's premium (on the total purchase price) by close of business of the Sheriff's Office on the first (1<sup>st</sup>) business day following the Auction ("Due Date"). Purchaser shall then have 10 days to pay the remaining balance. Payments shall be made to Bid4Assets.
5. Failure to comply with the Conditions of Sale, including but not limited to the failure to so pay the remaining balance by the Due Date and complying with all post-sale instructions required by the Sheriff and Bid4Assets, shall result in a default ("Default") and the down payment shall be forfeited by the highest bidder to pay the costs of sale.
6. The highest bidder shall be responsible for the cost of preparing the deed poll and such other costs that are imposed by law, which are included in the Sheriff's costs.

7. In the event an overpayment of the balance due is received, no funds less than Fifteen and 00/100 Dollars (\$15.00) will be refunded.
8. In the event of a Default by the highest bidder, the next highest bidder may be notified by Bid4Assets. The Sheriff may choose at their discretion to settle with the next highest bidder who has complied with all of the Conditions of Sale.
9. The Plaintiff, pursuant to Court Order, or the Sheriff, in the Sheriff's sole discretion, may cancel the sale after the Auction closes for any reason, including without limitation bankruptcy.
10. Poundage will be paid on the final sale price.
11. All bidding after the opening bid shall be in increments of at least One Thousand and 00/100 Dollars (\$1,000.00).
12. If the Sheriff's grantee is to be anyone other than the purchaser, a written assignment must be filed with the Sheriff.