

Audio and Video Devices Are Prohibited in Court Facilities

Beginning January 1, 2017, the taking or recording of pictures, photographs, videos, or audio recordings; and the use or possession of audio or video broadcast or recording equipment, or any other device capable of capturing or transmitting sound or images (including, without limitation, cameras and cell phones); in a courtroom, hearing room, or their respective environs during the progress of or in connection with any action, whether or not court is actually in session, is prohibited in compliance with L.C.R. Crim.P. No. 112.

CONDITIONS OF SALE

The Sheriff's Office reserves the right to accept or to reject any one or more bids, and to sell the properties in any order or combination, as determined by the Sheriff's Office. The sale of any property may, at the discretion of the Sheriff's Office, be stayed or continued in whole or in part.

If any irregularities, defects, or failures to comply with these Conditions of Sale occur during the sale, properties may be placed back up for sale at any time prior to the conclusion of the sale.

All properties are sold "AS IS", with NO expressed or implied warranties or guarantees whatsoever. In other words, the Sheriff's Office does not guarantee or warrant, in any way, the real estate upon which you are bidding. The Sheriff's Office is merely following the requests of the plaintiffs and selling whatever interests the defendants may have in the properties. It is up to you or your attorney to determine what those interests are, before you buy. The defendants might not own the properties at all, other persons may own the properties, or there might be mortgages or other liens against the properties that you may have to pay before you obtain clear title to a property. All of these factors are for you alone to determine. The Sheriff's Office will not make these determinations for you. Once you make a bid, which is accepted as the highest bid, you have bought whatever interests the defendants have, if any, in that property and you must pay that sum of money to the Sheriff's Office regardless of what you later find out about the title. You must know what you are bidding on before you bid and NOT after. All sales are FINAL after the property has been struck off to you as the highest bidder, and no adjustments will be made thereafter.

Payment for properties must be in the form of lawful money of the United States, a certified or cashier's check from a Pennsylvania Bank, or a

Lancaster County attorney's check. The Sheriff's Office will NOT accept any other form of payment.

In order to expedite the sale, the Sheriff's Office encourages, but does not require, plaintiffs to announce an "upset" price, which is the least amount the plaintiff will accept for a property. Any bidding above the plaintiff's opening costs bid for such property will begin at that stated upset price. Subsequent bids shall be in no less than \$1000 increments. Plaintiffs may withdraw a property from sale any time before the property is struck off as sold to the highest bidder.

Immediately upon a property being struck off to the highest bidder, the buyer must state the buyer's name (unless buying the property on behalf of the plaintiff for costs only) and come forward to settle with the clerks. The buyer must present a legal picture identification acceptable to the Sheriff's Office, such as a driver's license, and immediately pay 20% of their bid as a down payment to the Sheriff's Office. The buyer must subsequently pay the balance of their bid within 30 days after the sale date.

Each buyer shall file a properly completed and signed Pennsylvania Realty Transfer Tax Statement of Value in duplicate with the Sheriff's Office within 15 days after the sale date. All applicable realty transfer taxes will be fully paid from the sale proceeds by the Sheriff's Office. If the proceeds are insufficient to pay all the sale costs, realty transfer taxes, and priority liens, then the buyer shall pay the balance of such amounts to the Sheriff's Office within 30 days after the sale date.

If no petition has been filed to set aside a property sale, the Sheriff will execute and record a deed 20 days or more after filing a proposed Schedule of Distribution with the Prothonotary's Office, conveying all the real estate rights, title, & interests of the defendants in the property. Distribution of the sale proceeds will be made per the proposed Schedule of Distribution 11 or more days after the filing of such Schedule, provided no exceptions are filed regarding the proposed distribution.

The Sheriff's Office may hold agents responsible for their winning bids if their principal fails to comply with these Conditions of Sale, unless the agent has a notarized agency agreement and presents same to the Sheriff's Office prior to the beginning of the sale.

If a buyer breaches or otherwise fails to comply with these Conditions of Sale, the buyer shall forfeit their down payment to the Sheriff's Office in its entirety as liquidated damages, and the buyer also shall be liable to the Sheriff's Office for all costs, expenses, losses, and damages (including, without limitation, attorney fees) suffered or incurred by the Sheriff's Office (1) to resell the property or (2) above and beyond such down payment amount, or both of the foregoing.

The Sheriff's Office reserves the right to alter or modify these conditions of sale during or before each sale, or on a case by case basis. The Sheriff's Office decision shall be final regarding all sale issues and disputes.

Christopher Leppler,
Sheriff of Lancaster County
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Solicitor