

CONDITIONS OF SALE

(Effective January 1, 2025)

All real estate is sold “AS IS” with no guarantees or warranties, either express or implied and the Sheriff’s Office assumes no responsibility for the condition, occupancy and/or encumbrances that may exist against a property held for Sale. The Bidder seeking to purchase a property assumes all responsibility for “DUE DILIGENCE”. It is the sole responsibility of the Bidder to investigate any and all occupancies, liens, judgments, mortgages and/or other encumbrances that may be held against the property and may not be satisfied by the post-sale Schedule of Distribution. The Sheriff’s Office shall not be liable for any loss, damage or delays associated with the properties sold resulting from any cause whatsoever.

The Sheriff’s Office reserves the right to sell the Properties in any order and may not follow as numerically or otherwise listed.

During the Sale all cell phones shall be turned off, conversations are to be held outside the auction area and blurting out of comments shall not be tolerated. If any of these are to occur, the participant(s) shall be subject to removal from the Sale, subject solely to the Sheriff’s Office discretion.

Any person representing the Plaintiff at the sale shall present at the call of the Property for Sale, a written authorization acceptable to the Sheriff’s Office stating that they are authorized to act on behalf of the Plaintiff and/or Attorney on the Writ. An Attorney from the same office as the Attorney on the Writ shall be permitted to act on behalf of the Attorney on the Writ upon presenting at the sole discretion of the Sheriff’s Office, acceptable credentials or authorization. In the event that the Plaintiff, Attorney on the Writ and/or acceptable representative fail to appear at the time the property is called for sale, then the sale shall be marked as “STAYED”.

The bidding amount shall begin at the upset price announced by the Plaintiff, Attorney on the Writ and/or authorized representative. The upset price shall be considered the minimum sale amount acceptable to the Plaintiff. All bidding above the upset price, or if no upset price is announced, shall be in no less than \$1,000.00 increments. Bidders must stand while actively bidding, verbally communicate a bid

amount and offer a bid only after another bid has been registered by the Sheriff's Office. The successful bidder shall come forth with their hand money and provide the Sheriff's Office with their contact information and vesting for the Sheriff's Deed. The Sheriff Deed will be in the name of the individual or entity who is the successful bidder and as provided to the Sheriff at the time of Sale. Assignment of Bids will not be accepted or recognized at any time thereafter.

The down money listed in the advertisement of the sale of the property must be paid and is immediately due after the property is "knocked down" to the highest bidder, otherwise the property will be immediately recalled for sale and the Party unable to complete the transaction banned from bidding further on the property

The balance of the purchase money plus the cost of preparing all of the sale documents and such other fees and costs as imposed by statute or law shall be paid within ten (10) days of the date of the sale without further demand by the Sheriff's Office.

At any time in the Sheriff's Office sole discretion, a successful bidder shall present photo identification acceptable to the Sheriff's Office.

The second highest bidder may register their bid in writing upon payment of the down money as required if they were the successful bidder. Should the highest bidder fail to comply with any of the terms of sale and/or these Conditions of Sale, the second highest bidder who registered their bid, if they so elect, shall in turn become the successful bidder, and must pay the balance of the required payment within ten (10) days of the date of the defaulting first bidder upon Notice from the Sheriff's Office.

In the event that the highest bidder shall default on proceeding with the purchase or otherwise fail to comply with the Conditions of Sale, and there is no registered bidder or the registered bidder elects not to purchase the property, then the Sheriff's Office shall mark the Writ as "Conditions of Sale Not Met, return the Writ to the Office of Judicial Support and a new Writ will be required to for the property to be relisted for sale. Any money paid by the defaulting party shall be forfeited and first applied to the costs of the sale and costs of any subsequent sale. When practical, the deposit money paid by the Plaintiff shall be returned. In no event shall the defaulting party

be relieved from liability for any and all costs arising out of such default and shall be excluded from further sales for one (1) year from the sale date of the default.

For properties sold to successful Bidders, the Schedule of Distribution will be completed by the Sheriff's Office title company approximately thirty (30) days post sale and filed with the Office of Judicial Support. Absent the timely filing of an Objection/Exception to Schedule of Distribution, Petition to Set-Aside the Sale and/or any other legal proceeding affecting the property, and the expiration of any appropriate appeal periods resulting from such legal filing, after ten (10) days of the filing of the Schedule of Distribution with the Office of Judicial Support, the Sheriff's Office will begin the process to make distributions in accordance with the Schedule of Distribution and prepare and record the Sheriff's Deed in the individual(s) or entity name given at the time of the Sale.

All payments shall be made by Bank Check (Cashier Check) payable to the "Sheriff of Delaware County" and shall be drawn on and made payable by a Bank authorized to do business in the Commonwealth of Pennsylvania. Cash or other forms of payment will not be accepted.

The Sheriff's Office reserves the right to modify, amend and/or adjust the Conditions of Sales on a case by case basis and shall resolve all issues and disputes arising during the auction in the Sheriff's Office sole discretion.

ANY AND ALL TERMS AND CONDITIONS OF SALE ARE SUBJECT TO CHANGE BY THE SHERIFF'S OFFICE AT ANY TIME AND AT THE SOLE DISCRETION OF THE SHERIFF'S OFFICE.