

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 place a deposit equal to ten percent (10%) of your estimated successful final bid for *each* property prior to the sale through the RealAuction website via wire transfer or ACH.
2. All properties are sold "AS IS" with NO expressed or implied warranties or guarantees whatsoever. The Sheriff and RealAuction shall not be liable as a result of any cause whatsoever for any loss or damage to the properties sold. The bidder assumes all responsibility for due diligence prior to bidding on a property. 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 judgment creditor's attorney shall submit his/her/its upset price ("Upset Price") to RealAuction at least one (1) hour prior to the start of the Auction. The Upset Price is the least amount the judgment creditor will accept for a property. The Sheriff's costs 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, the purchaser's deposit will become nonrefundable and credited to the purchaser on closing. The purchaser shall have 10 days from the auction's close to pay the remaining balance to RealAuction.
5. Failure to comply with the Conditions of Sale, including but not limited to the failure to pay the remaining balance by the Due Date and complying with all post-sale instructions required by the Sheriff and RealAuction 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 of the default by RealAuction. The Sheriff may choose at his/her

discretion to settle with the next highest bidder who has complied with all of the Conditions of Sale.

9. Any sale may be set aside by a court.
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 in a form acceptable to the Sheriff must be filed with the Sheriff.
13. Effective January 1, 2026, a \$250.00 fee mandated by the County of Berks to support the County Demolition and Rehabilitation Fund shall be assessed on each property sold. This fee is in addition to the final sales price and is the responsibility of the purchaser. Payment of the fee will be included in the invoice issued to each purchaser by RealAuction, except in cases where the property is sold to the executing creditor, in which case payment of the \$250.00 fee shall be made directly to the Sheriff.