

Public Cameras and Cell Phones in Court Facilities Are Prohibited January 1,2017

Beginning January 1, 2017, *the taking of* photographs, including video pictures and recording, and the use and possession of audio and video broadcast and audio recording equipment and *any other device including cell phones* capable of capturing or transmitting sound or images, in a courtroom or hearing room or its 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 and all bids. The plaintiff may withdraw or continue any property being bid on up to the property being struck down as sold.

If the conditions of the sale are not adhered to, the property shall be placed back up for auction.

The sheriff reserves the right to adjust or modify these conditions of sale on a case by case basis as a situation presents itself. The sheriff's decision shall be final.

Proper identification is required by the Sheriff's Office, the proper identification that is acceptable to the Sheriff's Office is a picture identification, such as a driver's license.

Real estate is to be sold for lawful money of the United States, or a certified check from a Pennsylvania Bank. We do not accept personal checks or business checks.

The buyer immediately on his being declared the highest bidder, and the property struck off to him, shall pay 20% of the purchase money to the Sheriff's Office. The balance shall be paid by the buyer within 30 days from the date of sale.

The buyer, or his agent, shall file the Realty Transfer Tax Affidavit of Value in duplicate with the Sheriff within fifteen days from the date of sale indicating the amount of Pennsylvania and local transfer taxes to be paid, if any. Said taxes owing, if any, shall be fully paid from the proceeds of the sale by the Sheriff at the time of the recording of the deed, as an expense of distribution. If the proceeds are insufficient to pay for the cost of the sale, including transfer taxes, and priority liens, buyer shall pay the additional amount owing to the Sheriff within thirty days of the sale.

All real estate is sold "as is" with no guarantees or warranties either expressed or implied and may be subject to mortgages and priority liens. The sheriff may not even be able to convey a deed at all.

Properties may be sold in any order and not as numerically listed, at the sole discretion of the sheriff.

If no petition has been filed to set aside the sale, the Sheriff shall execute a deed within the appropriate time after the filing of a Schedule of Distribution, conveying all the real estate right, title & interest of the defendant in the property. Distribution will be made in accordance with the schedule of distribution unless exceptions are filed thereto within ten days after the filing of Schedule of Distribution.

The highest bidder shall be declared the buyer, and in case of non-compliance by the person to whom the sale shall be struck off to, he shall be answerable for all loss or damages and advances from a resale of the premises for the benefit of the plaintiff.

When the bidder is declared the buyer (unless buying the property on behalf of the plaintiff for costs only) he shall state his/her name for our record.

He/she shall come forward right away, and give his/her name to the Sheriff's Office personnel at the forward desk.

He/she shall then go to the rear desk where other Sheriff's Office personnel are located and settle the paperwork. The down payment, and his/her proper identification.

Bidders should note that until all the paperwork, identification, and 20% down payment is made, the sale for your purposes is not complete. You may wish to remain until these conditions are met, because if the conditions are not met, the property will be placed back up for sale.

Interruptions or questions of the clerks during the auction is not permitted.

The door to the courtroom will remain open during the auction in order to reduce the noise level of the door opening and closing.

In order to expedite the auction, the Sheriff requests that plaintiff or plaintiff's counsel announce an "upset" price. This price will be viewed as the least amount, which the plaintiff will accept for the property, or more commonly called the reserve price.

Any bidding above costs for such a property will begin at that stated upset (reserve figure) and no less than \$100.00 increments will be accepted from that point on (above the reserve/upset price).

If plaintiff or plaintiff's counsel desires to withdraw a property from bidding, and/or continue the property to a date certain within the next 130 days, we request that you do so before or during the bidding by orally announcing such, but you will be required to immediately place in writing, your withdrawal and/or continuance, and sign the same. A continuance is allowed two times, within one hundred and thirty days.

Those in attendance are cautioned that you are free to make any statements you wish about any of the properties offered at auction. However, if any statement is made that is intended or perceived as such, that it would tend to cause others not to bid on that property, then that property may be removed from auction at the sheriff's discretion.

An example of such a statement may be that the seller or agent for the seller would announce that if an upset (reserve) price is reached he would remove said property from the auction.

The auctioneer will be the sole judge regarding any such decision and /or other dispute during this auction.

If you are bidding on a property as an agent for another person, you will be required to sign the Conditions of the Sale agreement in your own name and address as the agent for said other person, and also place said other person's name and address on the Conditions of Sale agreement document.

The sheriff's office will hold the agent responsible for the bid, if the principal would decline, unless the agent has a notarized agency agreement and presents the same to the Sheriff's Office at the time of the sale. A principal not disclosed at sale shall not be allowed to have the Sheriff's Deed in its name. **NO ASSIGNMENT OF BID SHALL TAKE PLACE AFTER ALL BIDDING IS CLOSED AND THE SALE CONCLUDED IN THE COURTROOM.**

Kindly remember that any bidding above costs for a property will begin with that stated upset figure and no less than one hundred dollar increments thereafter. If no upset (reserve) figure is announced, all bidding above costs for such property shall begin in not less than one hundred dollar increments. The Sheriff will not accept a lesser amount. The Sheriff does not guarantee or warrant, in any way, the real estate upon which you are bidding. He is merely following the request of the plaintiff and selling whatever interest the defendant might have in the property. It is up to you or your attorney to determine what that interest is, before you buy. The defendant might not own the property at all, some other person may own it, or there might be mortgages or liens against the property that you must pay before you obtain a clear title, all these factors are for you alone to determine. The Sheriff will not make

these determinations for you. Once you make a bid, which is accepted as the highest bid, you have bought whatever interest the defendant has, if any, and you must pay that sum of money to the Sheriff regardless of what you later find out about the title. You must know what you are bidding on before you bid not after. You should further remember that if for whatever reason you cannot complete the sale under the terms and conditions as set forth here today, you shall forfeit your 20% down money, as liquidated damages to the Sheriff's Office, and shall also be liable for any damages incurred by the plaintiff or the Sheriff for resale.

Mark S. Reese,
Sheriff of Lancaster County
Bradford J. Harris, Esquire,
Solicitor