

## NOTICE TO ALL BIDDERS

Re: **Parcel No. 1** - 162.000 acres and **Parcel No. 2** - 112.421 acres owned by Cecil M. Lohr (one-third interest), Estate of Lynn B. Lohr (one-third interest), and Vernon N. Lohr (one-third interest), situate in Quemahoning Township, Somerset County, Pennsylvania, more particularly described as the premises referenced hereafter.

### TERMS AND CONDITIONS OF SALE

The public auction sale of the above captioned property, to be conducted by Dale Mishler on the above captioned property located at 992 Horner Church Road, Stoystown, Pennsylvania, 15563, on \_\_\_\_\_, 2022, at \_\_\_\_:00, Eastern Standard Time, is being conducted subject to the following terms and conditions, and all persons making a bid shall be conclusively presumed to have accepted the following terms and conditions:

1. **Premises.** The property being sold is the real estate of Cecil M. Lohr, the Estate of Lynn B. Lohr and Vernon N. Lohr, located in Quemahoning Township, Somerset County, Pennsylvania, and is more particularly described in Decree of Distribution filed in the Estate of Sarah E. C. Lohr, deceased, to Cecil M. Lohr, Lynn B. Lohr and Vernon N. Lohr dated December 29, 2006, and recorded January 5, 2007, in Somerset County Record Book Volume 1940, Page 660, and is more particularly described in **EXHIBIT A** attached hereto.

EXCEPTING and RESERVING all oil, gas, coal and mineral interests and leases related thereto.

2. **Personal Property.** Contents of house, garage and barn located on the property. All items are being sold in their "as-is" condition. Owners make no representation as to the condition of the personal property.
3. **Representations/Warranties.** The real estate and all buildings located thereon, as well as the personal property, are being sold in their "as-is" condition. Neither Sellers nor the auctioneer makes any warranty or representation as to the condition of the real estate or as to any other matter whatsoever, except for the special warranty of title provided by Sellers in the deed of conveyance to be prepared for a closing. Anyone interested in making a bid for the real estate at the auction may contact the auctioneer in order to arrange to examine it prior to the sale. The auctioneer is Dale Mishler, Professional Auctioneer, whose address is Old Ridge Road, Davidsville, Pennsylvania, 15928, and whose telephone number is (814) 539-7777 or (814) 659-8982 (cell). All persons bidding will be conclusively presumed to have inspected the real estate, house, garage and barn prior to making their bid and to have accepted the condition thereof.

The real estate being offered for sale is being sold under and subject to all adverse conveyances, encroachments, exceptions, reservations, conditions, restrictions, easements, rights-of-way and encumbrances of record and/or which are apparent on the ground.

4. **Acceptance/Rejection of Bid and Closing.** Cecil M. Lohr, the Estate of Lynn B. Lohr and Vernon N. Lohr, Sellers, reserve the right to reject any and all bids made at the public auction sale. In other words, if the Sellers are not satisfied with any or all of the bids made at the public auction sale for any or no reason whatsoever, the Sellers may reject any or all of the bids. If the Sellers accept a bid made at the public auction sale for the real estate, the person or persons who made that bid must, immediately upon the acceptance of the bid by the Sellers, deliver to Dale Mishler, the Auctioneer, a cashier's check or a certified check or other form of payment acceptable to the Sellers made payable to " \_\_\_\_\_ " on behalf of Sellers, in the amount of ten percent (10%) of such accepted bid as the required downpayment. The balance of such accepted bid shall be due and payable by the person or persons who made the bid at the closing of the sale, which closing shall take place within forty-five (45) days after the date of the public auction sale, that is, within forty-five (45) days after \_\_\_\_\_, 2022. Unless otherwise agreed to between Sellers and Bidder, the closing will take place at the law offices of Barbera, Melvin & Svonavec, LLP, at 146 West Main Street, Somerset, Pennsylvania, 15501, the attorneys for the Sellers. The date and time of the closing shall be determined by mutual agreement between the Sellers and the person or persons whose bid was accepted. In any event, the closing shall take place no later than \_\_\_\_\_, 2022, at 2:00 p.m., Eastern Standard Time. At the closing, the person or persons whose bid was accepted and approved as above set forth must deliver to \_\_\_\_\_, on behalf of Sellers, a cashier's or certified check payable to " \_\_\_\_\_ ", in the amount of the accepted bid less ten percent (10%) of the accepted bid, the required down payment paid to \_\_\_\_\_ at the time of the auction. In addition, the person or persons whose bid was accepted must be prepared to pay at the closing one-half (1/2) of the realty transfer taxes due upon the recording of their deed. The other one-half (1/2) of the realty transfer taxes shall be paid by the Sellers. The real estate taxes on the real estate being sold shall be prorated between the person or persons whose bid was accepted and the Sellers on a calendar year basis for county and township taxes and on a school fiscal year basis for school taxes. Thereafter, the person or persons whose bid was accepted and to whom the real estate is deeded shall be responsible for all real estate taxes assessed on said property. The deed to be delivered at the closing by the Sellers to the person or persons whose bid was accepted conveying said real estate shall be a special warranty deed signed and acknowledged by the Sellers. Immediately following the closing, the person or persons whose bid was accepted shall record the deed, and pay the cost for recording it, in the Office of the Recorder of Deeds of Somerset County, Pennsylvania. In addition, possession of the property will be delivered to the bidder buying the real estate immediately following the closing.

If the person or persons whose bid was accepted refuse or fail to close the sale of said real estate on or before \_\_\_\_\_, 2022, at 2:00 p.m. Eastern Standard Time for any reason other than a defect in the Sellers' title to said real estate over which a reputable title insurance company will not insure at regular rates, then the ten percent (10%) down money paid to the Sellers shall be forfeited to and retained by the Sellers as liquidated damages. The Sellers shall then be free to sell said real estate to someone else.

If the Sellers are unable to convey to the person or persons whose bid was accepted such title to the real estate as would be insured by a reputable title insurance company at regular rates, then the sale shall automatically be terminated and the Sellers shall promptly refund to the person or persons making such bid the ten percent (10%) down money, without interest, whereupon the parties shall have no further obligations to each other or otherwise arising out of this sale.

5. **Loss or Damage to the Premises.** In the event of fire or other substantial damage to the real estate before closing, Sellers shall have a reasonable time before the closing date fixed herein, not to exceed ten (10) days, within which to repair or replace such loss or damage. If Sellers fail to do so, Buyer may either take the real estate as-is or may decline to take the real estate, in which case any down money will be refunded and the obligations of Buyer and Sellers shall end and Sellers shall be free to sell the real estate to another. The parties may also negotiate for an abatement in the purchase price because of such damages, or, if there are insurance proceeds available, the Sellers may agree to make said proceeds available to Buyer for repairs if Buyer proceeds with closing. However, neither party shall be required to negotiate or to agree to any abatement of the price or any payment over of any insurance monies.
6. **Notices.** The deed to be given to the successful bidder at closing shall contain the following notices required by the Commonwealth of Pennsylvania and the Land Conservation Act of 1966, and the successful bidder agrees to sign the notice provisions on the deed itself:

**NOTICE: THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND.**

**NOTICE**

[This notice will appear on a sticker printed in red ink in the deed and requires the signature of purchaser on the deed.]

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

**Witness:**

.....

.....

This ..... day of .....

The above notices, however, are not intended to except or reserve any interest in the coal or mining rights in the above-described premises in the Grantors herein, nor is the inclusion of these notices intended to enlarge, restrict or modify any legal rights or estates otherwise created, transferred, excepted or reserved by this instrument.

THE GRANTOR HEREBY ACKNOWLEDGES THAT THE GRANTOR HAS NOT DISPOSED OF HAZARDOUS WASTE ON THE PROPERTY ABOVE DESCRIBED, NOR, TO THE ACTUAL KNOWLEDGE OF THE GRANTOR, HAS HAZARDOUS WASTE EVER BEEN DISPOSED OF ON THE PROPERTY ABOVE DESCRIBED. THE TERMS "HAZARDOUS WASTE" AND "DISPOSED," AS USED HEREIN, SHALL HAVE, IN ADDITION TO THEIR NORMAL AND CUSTOMARY MEANINGS, THE DEFINITIONS CONTAINED IN THE "SOLID WASTE MANAGEMENT ACT," ACT 1980-97. AS USED IN THIS CLAUSE, THE WORD "GRANTOR" MEANS ALL OF THOSE PERSONS, WHETHER ONE OR MORE, WHO ARE THE GRANTORS IN THE INSTRUMENT OF CONVEYANCE IN WHICH THIS CLAUSE IS CONTAINED.

7. **SEWAGE NOTICE.** The Sellers hereby notify the successful bidder that there is no currently existing community sewage system available to the property being sold.
  
8. **LEAD WARNING STATEMENT.** In accordance with the Residential Lead-Based Paint Hazard Reduction Act, you are hereby notified that the residential structure located on the property being offered for sale was built prior to 1978 and may contain lead-based paint. Exposure to lead from lead-based paint may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce

permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Sellers have no knowledge as to whether or not said residential structure contains lead-based paint. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to closing, which assessment shall be at the sole cost and expense of the bidders. Further, the successful bidder acknowledges that a copy of the EPA pamphlet entitled "Protect Your Family From Lead in Your Home" was provided to them at the time of the auction.

9. **Sellers Disclosure.** Sellers shall complete a Sellers' Property Disclosure Statement and submit same to Buyer prior to the date scheduled for closing.
10. **Assignment.** If Buyer shall assign his purchase or designate other parties to receive the deed of conveyance, Buyer shall nevertheless be responsible for all of Buyer's obligations under these Terms and Conditions of Sale, and any assignee or designee of Buyer shall be conclusively presumed by virtue of accepting the status of assignee or designee or accepting title to have agreed to and accepted all of the terms and conditions of sale specified herein or in the attachments hereto.
11. **Binding Effect.** Any bid made by Buyer shall be legally binding upon Buyer and his/her/its heirs, executors, administrators, successors and assigns. Sellers, their heirs, successors and assigns, shall be bound by these terms as to buyer upon Sellers' acceptance of the bid. As indicated above, Sellers are not required to accept any bid.
12. **Singular/Plural/Gender.** Wherever used in these Terms and Conditions of Sale, the singular in number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
13. **Controlling Terms.** These written Terms and Conditions of Sale and the attachments hereto are the controlling terms of this sale, and no oral statement by Sellers, the auctioneer, or anyone else at the sale shall in any way alter or change the terms and conditions of sale expressed herein. Any change must be in writing signed by Sellers.
14. **Captions/Headings.** The captions or headings of the paragraphs in these Terms and Conditions of Sale are for convenience only and shall not be deemed to affect in any way the meaning or interpretation of the various paragraphs.
15. **Time of the Essence.** Time shall be of the essence as to all of the conditions set forth herein.

BARBERA, MELVIN & SVONAVEC, LLP  
Attorneys for Cecil M. Lohr, the Estate of Lynn B. Lohr,  
and Vernon N. Lohr

30.00  
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IN THE COURT OF COMMON PLEAS OF SOMERSET COUNTY, PENNSYLVANIA  
ORPHANS' COURT DIVISION

In Re: ESTATE :  
: OF :  
: No. 140 Estate 2005 :  
SARAH E. C. LOHR, Late of Quemahoning :  
Township, Somerset County, Pennsylvania, :  
Deceased :

DECREE OF DISTRIBUTION

AND NOW, this 29<sup>th</sup> day of December, 2006, the First and Final Account of Cecil M. Lohr, Lynn B. Lohr and Vernon N. Lohr, Executors of the Estate of Sarah E. C. Lohr, deceased, having been filed, duly advertised and having come on for confirmation and the Court having reviewed and approved the same, the Court does now confirm the said Account absolutely, and, in accordance with the Proposed Distribution, the Court does hereby **ORDER and DECREE** the title of the decedent to the following described real estate to **CECIL M. LOHR** of 521 McVicker Road, Stoystown, Pennsylvania 15563, **LYNN B. LOHR** of 992 Horner Church Road, Stoystown, Pennsylvania 15563 and **VERNON N. LOHR** of 636 Beaver Dam Road, Friedens, Pennsylvania 15541, to hold as tenants in common, their heirs and assigns, forever:

PARCEL NO. 1: ALL those two certain tracts of land situate in Quemahoning Township, Somerset County, Pennsylvania, bounded and described as follows:

No. 1: ADJOINING lands now or formerly of James Barndt's Heirs, Ward Miller, D. B. Zimmerman, David Miller, et al., Containing 72 acres, more or less.

No. 2: BEGINNING at a corner of lands now or formerly of Irvin Maust and Edith Maust, South 30 degrees East 1031 feet to stones; thence South 51 degrees West 330 feet to stones in public road; thence by public road South 22½ degrees East to corner of lands now or formerly Orange S. Miller; thence by lands now or formerly of Orange S. Miller and William H. Miller North 73¼ degrees East 2367 feet to stones; thence along lands now or formerly of Jordan Young North 3½ degrees East 1000 feet to stones; thence along lands now or formerly of Wilbert C. Shaffer North 74 degrees West 883 feet to stones; thence along lands now or formerly of Irvin

EXHIBIT A

Maust and Edith Maust South 21 degrees West 59 feet to stones; thence South 84½ degrees West 1962 feet to the place of beginning; Containing 90 acres, more or less.

EXCEPTING AND RESERVING, HOWEVER, from both of the above described parcels of land all the coal, minerals and mining rights heretofore conveyed, excepted and reserved.

BEING the same premises conveyed to Milton G. Lohr, Jr., and Sarah E. C. Lohr, his wife, by deed of Charles C. Holt, Sr., and Alice M. Holt, husband and wife, and Larry M. Rings and June Rings, husband and wife, dated August 27, 1954, and recorded August 27, 1954, in Somerset County Deed Book Volume 473, page 338; the oil and gas underlying the above described two parcels being conveyed to Milton G. Lohr, Jr., and Sarah E. C. Lohr, husband and wife, by deed of James B. Maust and Charles Maust, Jr., Executors under the Last Will and Testament of Irvin B. Maust, deceased, dated July 20, 1978, and recorded August 2, 1978, in Somerset County Deed Book Volume 824, page 418. Thereafter, Milton G. Lohr, Jr., died on May 28, 1983, survived by his wife, Sarah E. C. Lohr, in whom the entire title to the above described premises vested by operation of law.

PARCEL NO. 2: ALL that certain tract of land situate in Quemahoning Township, Somerset County, Pennsylvania, and described as follows: Adjoining lands now or formerly of Daniel E. Long, W. A. Dixon, Alexander Rhoads, William F. Shaulis and Nancy Miller.

CONTAINING 113 acres and 149 perches, strict measure.

EXCEPTING AND RESERVING all coal and mining rights, as heretofore conveyed.

BEING the same premises conveyed to Milton G. Lohr, Jr., and Sarah E. C. Lohr, husband and wife, by deed of Myrtle I. Roose, single woman, dated April 13, 1963, and recorded May 1, 1963, in Somerset County Deed Book Volume 587, page 148. Thereafter, Milton G. Lohr, Jr., died on May 28, 1983, survived by his wife, Sarah E. C. Lohr, in whom the entire title to the above described premises vested by operation of law.

EXCEPTING AND RESERVING from Parcel No. 2 above a parcel containing 1.51 acres conveyed by Milton G. Lohr, Jr., and Sarah E. C. Lohr, husband and wife, to Ralph E. Miller and Cynthia J. Lehman by deed dated June 9, 1977, and recorded July 13, 1977, in Somerset County Deed Book Volume 808, page 623.

The above-described Parcel No. 1 and Parcel No. 2 are UNDER and SUBJECT to an Oil and Gas Lease, and any assignments thereof and any unit declarations pertaining thereto, given by Sarah E. C. Lohr, widow, to CNG Development Company dated February 3, 1988, and recorded February 17, 1988, in Somerset County Record Book Volume 1017, page 1018.

EXCEPTING AND RESERVING from Parcel No. 1 and Parcel No. 2, all of Sarah E. C. Lohr's interest in the coal, gas or other minerals underlying the above described premises consistent

with article SECOND, C, of the Will of Sarah E. C. Lohr, entered to No. 140 Estate 2005 in the Register of Wills Office of Somerset County, Pennsylvania, as follows: "C. I direct that any interest I may have in coal, gas or other minerals, including any interest in the coal, gas or other minerals underlying my farm property shall be transferred to my four children, CECIL M. LOHR, LYNN B. LOHR, VERNON N. LOHR and LaVONNE L. BERTINO, equally, as tenants in common." Said interest in the coal, gas or other minerals, together with Sarah E. C. Lohr's interest in the above mentioned Oil and Gas Lease and any assignments thereof and any unit declarations pertaining thereto, are being transferred to the aforesaid parties by separate Decree of Distribution to be dated simultaneously herewith and intended to be recorded.

Certified under my hand and seal this  
4<sup>th</sup> day of  
January 2007  
*Sharon K. Ackerman*  
Sharon K. Ackerman  
Somerset County  
Register of Wills and Clerk of Orphans' Court

BY THE COURT:

*/s/ Charles H. Loughran*  
Sr.

**Certificate of Residence**

I do hereby certify that the post office address of Cecil M. Lohr is 521 McVicker Road, Stoystown, Pennsylvania 15563, Lynn B. Lohr is 992 Horner Church Road, Stoystown, Pennsylvania 15563 and Vernon N. Lohr is 636 Beaver Dam Road, Friedens, Pennsylvania 15541.

*December 19*, 2006

*Matthew G. Melvin*  
Matthew G. Melvin, Esq.



**SOMERSET COUNTY RECORDER OF DEEDS**  
**PATRICIA A. BRANT, RECORDER**  
**300 NORTH CENTER AVENUE**  
**SUITE 400**  
**SOMERSET, PENNSYLVANIA 15501**  
Phone: (814) 445-1547  
Fax: (814) 445-1563



**RETURN DOCUMENT TO:**  
**ATTY MATTHEW MELVIN**

Instrument Number - 2007000179  
Recorded On 1/5/2007 At 10:48:21 AM  
\* Instrument Type - DECREE OF COURT  
Invoice Number - 125670      User ID - LKB  
\* Total Pages - 4  
\* Grantor - LOHR, SARAH E C-EST PER CT  
\* Grantee - LOHR, CECIL M  
\* Customer - ATTY MATTHEW MELVIN

**\* FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES	\$14.50
ROD IMPROVEMENT FUND	\$3.00
COUNTY IMPROVEMENT FUND	\$2.00
AFFORDABLE HOUSING	\$10.00
TOTAL PAID	\$30.00

This is a certification page

**DO NOT DETACH**

This page is now part  
of this legal document.

I hereby CERTIFY that this  
document is recorded in the  
Recorder of Deeds Office of  
SOMERSET COUNTY, PENNSYLVANIA



*Patricia A. Brant*  
Patricia A. Brant  
Recorder Of Deeds

\* - Information denoted by an asterisk may change during  
the verification process and may not be reflected on this page.

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