

IN THE COURT OF COMMON PLEAS OF NORTHAMPTON COUNTY

The Conditions of Sale of Personal Property located in the County of Northampton, and State of Pennsylvania, and scheduled to be sold this day by the Sheriff of said County, are as follows, to wit:

1. **CAVEAT EMPTOR (“BUYER BEWARE”).** A buyer at a judicial sale takes only what title there is to sell and the doctrine of Caveat Emptor applies. The Sheriff and his representatives, employees, and Solicitor make no representation of warranties to any prospective purchasers as to the state of the title. The buyer takes the property “as is” and subject to any liens or charges which are not discharge by the sale.
2. **BIDDING.** Bidding during the sale will be conducted in open auction manner with each bid offered being a minimum of \$10.00 above the previous bid. The highest and best bidder to be the buyer.
3. **POUNDAGE.** All sales are subject to Sheriff’s poundage, a commission assessed on the final bid and made part of the purchase price. The commission shall be calculated as follows: 2% of the first \$250,000.00 and 0.5% of the remaining amount.
4. **SALE TO 3RD PARTY.** The buyer has two options for payment of his bid amount: 1) the full purchase price may be paid at the conclusion of the sale; or 2) a minimum of 10% of the bid amount shall be paid at the conclusion of the sale, but only if such percentage equals or exceeds the total amount of the Sheriff’s costs. Acceptable forms of payment include cash, money order, business check, or a certified check from a financial lending institution. At the time of deposit, the buyer will sign an agreement for the payment of the remainder on or before the thirtieth (30th) calendar day following the sale. No extensions of the time for payment will be granted. In the event the buyer fails to pay 10% on account as required by these terms and conditions, the property then will be offered to each bidder of record (beginning with the next highest), who may choose to accept or reject the property according to said terms and conditions.
5. **FAILURE TO MAKE PAYMENT.** Should the buyer fail to pay the amount of the purchase money at the time above-mentioned, he, she, or they shall forfeit all moneys paid on account, and shall be held responsible for any losses occurring on a resale of the property so sold, as well as all costs and damages arising out of such resale, and shall not be entitled to any advantage should an additional price be given at such subsequent sale.
6. **DISBURSEMENT OF SALE FUNDS.** For all sales to third party buyers, a Schedule of Proposed Distribution will be issued by the Sheriff approximately five (5) days after the sale.
7. **BILL OF SALE.** Upon payment of all costs, the Bill of Sale for items sold will be executed by the Sheriff and delivered to the buyer as soon as practicable.
8. **SALE TO PLAINTIFF.** Payment of any outstanding costs must be received before a Bill of Sale will be issued. In addition, if the Sheriff’s proper fees and costs are not paid promptly upon demand, the sale will be voided and the levy abandoned pursuant to PA RCP 3120(1).