

Honesty

Integrity

Hard Work

Professionalism



Real Estate Auction
***2 BUILDING LOTS WITH BEAUTIFUL MOUNTAIN
VIEWS & EASY ACCESS TO I-70! SOLD TO THE HIGHEST
BIDDER!***

THURSDAY, NOVEMBER 19, 2020 @ 3:00 PM

HAVEN HILL DR
SMITHSBURG, MD 21783

Open House(s):
November 7, 2020 @ 1:00 - 2:00 pm
November 14, 2020 @ 1:00 - 2:00 pm



October 15, 2020

Dear Prospective Buyer,

Hurley Auctions is pleased to have been chosen to offer you this property. Please take this opportunity to inspect the property today. For your convenience, I've enclosed the following information:

General Information - Lot 1
Aerial View - Lot 1
Tax Parcel Snip - Lot 1
General Information - Lot 2
Aerial View - Lot 2
Tax Parcel Snip - Lot 2
Perc Report
Deed
Plat
Conditions of Public Sale
How to Buy Real Estate at Auction
Methods of Payment
Financing Available

If you have any questions after reviewing this report, please don't hesitate to call me at any time. We are looking forward to seeing you at the Auction on Thursday, November 19, 2020 @ 3:00 pm.

Sincerely,

A handwritten signature in black ink that reads "Matt Hurley". The signature is written in a cursive, flowing style.

Matthew S. Hurley
Auctioneer and Appraiser

DISCLAIMER & ABSENCE OF WARRANTIES

All information contained in this brochure & all related materials are subject to the terms & conditions outlined in the purchase agreement. Information contained in advertisements, information packet, estimated acreages, and marked boundaries are based upon the best information available to Hurley Auctions at the time of preparation & may not depict exact information on the property. **Each potential buyer is responsible for conducting his/her own independent inspection, investigations, and inquiries concerning the real estate. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors or omissions is assumed by seller or the Auction Company.**



General Information-Lot 1-4.81+-Acres

Terms: \$5,000 in certified funds per tract day of auction. Balance due in 45 days of sale. (See Payment & Financing page for detailed info.) Announcements made on the day of sale take precedence over all printed material. (See Payment & Financing page for detailed info.)

Closing Location: As agreed upon by the buyer and seller.

Buyer possession: Buyer will have immediate possession upon closing.

Rep on Site: Saturday, November 7 & 14: 1:00 – 2:00 pm

General Information: **2 LARGE BUILDING LOTS W/AMAZING MOUNTAIN VIEWS!** Perfect for your farmette or dream home! Tract 1-4.8+-Acres; Tract 2-7.5+-Acres; Public water hookup & perc approved! Lots slope to seasonal stream; Desirable location close to I-70! Lots will be offered separate & combined!

Lot 1 Size: Approximately 4.81+- acres

Location: Smithsburg, Washington County, MD

Zoning: Call Washington County MD: 240-313-2469

Taxes: Approximately \$7.00 - Tax ID: 07028636

Utilities:

Water: None on site-Public hook-up available

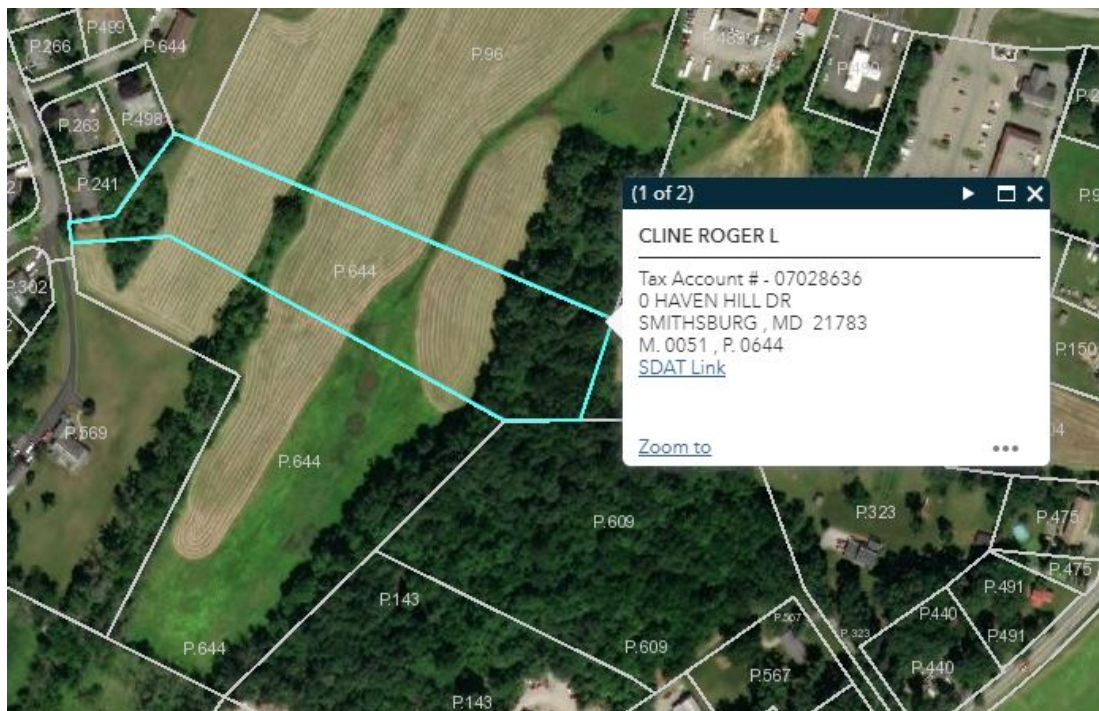
Sewer: None on Site—Approved for At Grade Mound System in 1991

Per Kim Armstrong - Washington County Health Department 240-382-9565, prior to applying for permits, soil valuation must be completed. This entails having a 7ft trench dug in septic reserve area.

School District: Washington County Public Schools

Local Hospital: Meritus, Hagerstown; Wellspan Health, Waynesboro; Wellspan Health, Chambersburg

[CLICK HERE FOR PLAT](#)





General Information-Lot 2-7.5+-Acres

Terms: \$5,000 in certified funds per tract day of auction. Balance due in 45 days of sale. (See Payment & Financing page for detailed info.) Announcements made on the day of sale take precedence over all printed material. (See Payment & Financing page for detailed info.)

Closing Location: As agreed upon by the buyer and seller.

Buyer possession: Buyer will have immediate possession upon closing.

Rep on Site: Saturday, November 7 & 14: 1:00 – 2:00 pm

General Information: **2 LARGE BUILDING LOTS W/AMAZING MOUNTAIN VIEWS!** Perfect for your farmette or dream home! Tract 1-4.8+-Acres; Tract 2-7.5+-Acres; Public water hookup & perc approved! Lots slope to seasonal stream; Desirable location close to I-70! Lots will be offered separate & combined!

Lot 2 Size: Approximately 7.51+- acres

Location: Smithsburg, Washington County, MD

Zoning: Call Washington County MD: 240-313-2469

Taxes: Approximately \$11.00 - Tax ID: 07028644

Utilities:

Water: None on site-Public hook-up available

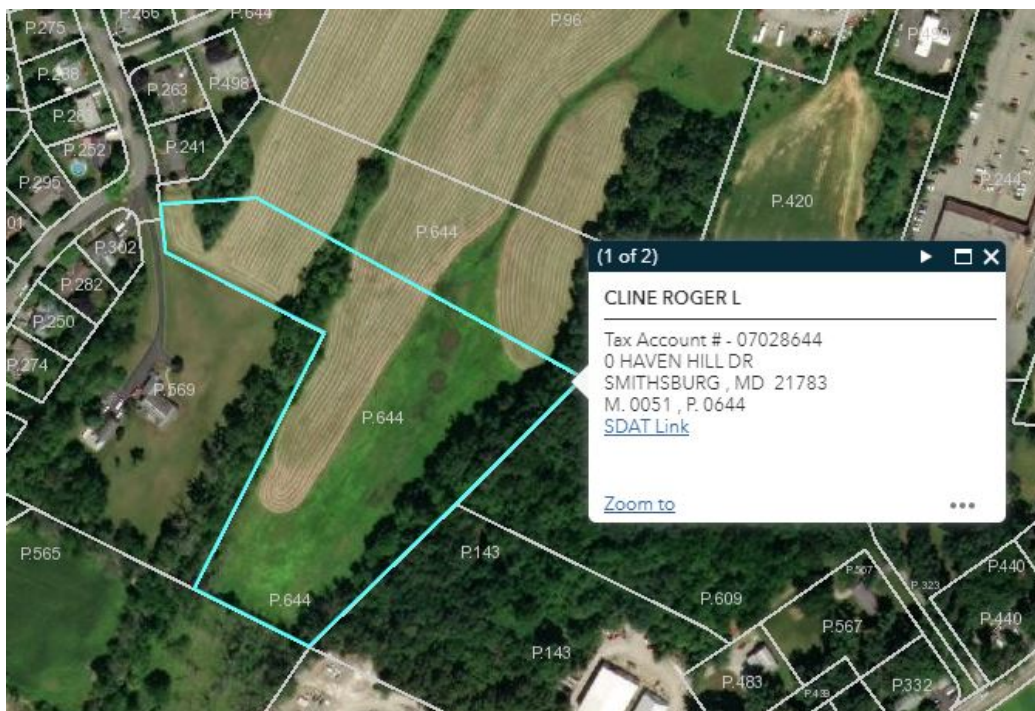
Sewer: None on Site—Approved for At Grade Mound System in 1991

Per Kim Armstrong - Washington County Health Department 240-382-9565, prior to applying for permits, soil valuation must be completed. This entails having a 7ft trench dug in septic reserve area.

School District: Washington County Public Schools

Local Hospital: Meritus, Hagerstown; Wellspan Health, Waynesboro; Wellspan Health, Chambersburg

[CLICK HERE FOR PLAT](#)





Percolation Test Results - Lots 1 & 2



WASHINGTON COUNTY HEALTH DEPARTMENT

1302 Pennsylvania Avenue • Hagerstown, MD 21742

www.dhmdh.maryland.gov/washhealth

January 11, 2017

In 1991, percolation tests were conducted on **Haven Hill Drive, Lots 1 & 2 (Map 51, parcel 644/S-91-186) Smithsburg, Maryland.**

Please refer to the average percolation test results applicable for determining required lot sizes as listed below.

For Private Water & Sewer Systems

<u>Minutes Results</u>	<u>Frontage Width</u>	<u>Minimum Total Lot Area</u>
1-5	100 feet	20,000 sq. ft.
6-15	125 feet	25,000 sq. ft.
16-25	150 feet	30,000 sq. ft.
26-30	150 feet	40,000 sq. ft.

For Private Sewer With Public Water

<u>Frontage Width</u>	<u>Minimum Total Lot Area</u>
100 feet	15,000 sq. ft.
100 feet	17,500 sq. ft.
100 feet	20,000 sq. ft.
150 feet	30,000 sq. ft.

Your surveyor's plat showing that your lot meets these requirements must be approved by all involved County agencies, the Planning and Zoning Commission, and the Washington County Health Department before any permit can be issued by the Health Department. If only one lot was tested, the result is shown below. If more than one lot was tested, please see the attached sheet for test results.

Alice J. Towne

Alice J. Towne, LEHS

AJT:lkd

ENVIRONMENTAL HEALTH
1302 Pennsylvania Avenue
Hagerstown, Maryland 21742

240-313-3400 Voice • 240-313-3391 TDD • 240-313-3424 Fax



Percolation Test Results - Lots 1 & 2

Page 2

AVERAGE PERCOLATION TEST RESULT FOR MORE THAN ONE LOT

Tests were performed in 1991.

Location of tests: **Haven Hill Drive, Lots 1 & 2 (Map 51, parcel 644/ S-91-186) Smithsburg, Maryland.**

LOT #	AVERAGED RESULT	SLIT TRENCH	COMMENTS
1	30 minutes	4.0 ft.	Satisfactory Trench
2	30 minutes	4.0 ft.	Satisfactory Trench

Note: An At Grade Mound Septic System will be required due to soil type for both Lot 1 & Lot 2.

Test results over 30 minutes are unsatisfactory and indicate that the ground is not approvable for the installation of tile field line subsurface sewage disposal systems.

3-4 bedrooms
per Alice

ENVIRONMENTAL HEALTH
1302 Pennsylvania Avenue
Hagerstown, Maryland 21742

240-313-3400 Voice • 240-313-3391 TDD • 240-313-3424 Fax



Deed

THIS DEED, Made this 3rd day of September, 2009, by ROGER L. CLINE, TRUSTEE of THE ROSE M. CLINE RESIDUARY TRUST, Grantor, to ROGER L. CLINE, Grantee.

WITNESSETH: That for no monetary consideration, Roger L. Cline, Trustee of the Rose M. Cline Residuary Trust, does hereby grant and convey unto Roger L. Cline, Grantee, all those parcels of land, together with any of the improvements thereon and all rights, ways, privileges, waters, alleys, and appurtenances thereunto belonging or in anywise appertaining situate in Election District No. 7, along the south side of Maryland Route 64, Washington County, Maryland, and being more particularly described as follows:

PARCEL I: Lot 1, containing 4.81 acres of land, more or less as depicted upon the Plat dated December 6, 1991, prepared by Fox & Associates, Inc. entitled. "Lot 1 and Lot 2 Lands of Charles R. & Rose M. Cline", which is recorded among the Plat Records of Washington County, Maryland, at Plat folio 3646.

PARCEL II: Lot 2, containing 7.51 acres of land, more or less, as depicted upon the Plat dated December 6, 1991, prepared by Fox & Associates, Inc. entitled. "Lot 1 and Lot 2 Lands of Charles R. & Rose M. Cline", which is recorded among the Plat Records of Washington County, Maryland, at Plat folio 3646.

The Lands described being graphically shown on a plat prepared by and on file among the records of Fox & Associates, Inc., as Drawing #C-506.

SAVING AND EXCEPTING therefrom Parcel I and Parcel II as recited and described herein.

BEING the same property conveyed to Roger L. Cline, Trustee of the Rose M. Cline Residuary Trust, by a deed from Charles R. Cline, Personal Representative of the Estate of Rose M. Cline, dated June 24, 1998 and recorded on July 24, 1998, in Liber 1427, folio 814, among the Land Records of Washington County, Maryland.

This deed has been prepared without the benefit of a title examination. All parties affirm their understanding that only a title examination will disclose the status of title, including but not limited to, the quality and quantity of title; the possibility of other persons having an interest in the property conveyed by this deed, as well as any other matters disclosed by an examination of title. Notwithstanding this disclosure and having been fully informed of the cost of accomplishing an examination of title, we elect not to have an examination of this title and release the scrivener of this deed from all and any loss, claim, damages and/or liability resulting from a condition of title which might have been disclosed by a title examination of the property conveyed by this deed.

AFFIDAVIT OF TOTAL PAYMENT TO GRANTOR(S)

Pursuant to the Annotated Code of Maryland, Tax General Article Section 10-912, the herein Grantor(s) hereby state under the penalties of perjury that:

- (1) He is a Resident of the State of Maryland;
- (2) The purchase price of the herein described property is \$0.00, as recited herein;

The above property is hereby conveyed subject to and together with all the conditions, restrictions, easements and rights of way of record applicable thereto.

To have and to hold the aforesaid property together with the improvements and appurtenances unto Grantee, his heirs, successors and assigns in fee simple subject to any conditions, reservations, restrictions, covenants, limitations, streets, alleys, easements and rights of way of record.

AND, I, the said Roger L. Cline, Trustee to the Rose M. Cline Residuary Trust, do hereby covenant that I will warrant specially the property hereby conveyed and that I will execute such other and further assurances as may be requisite.



Conditions of Public Sale

CONDITIONS OF PUBLIC SALE OF REAL ESTATE

OWNED BY _____,

LOCATED AT **7.5 +- Acres - Lot 2 Haven Hill Dr, Smithsburg, MD 21783; 4.8+- Acres - Lot 1 Haven Hill Dr, Smithsburg, MD 21783**

- Highest Bidder.** The highest and best bidder shall be the Buyer. The Seller, however, reserves the right to reject any and all bids and to adjourn the sale to a subsequent date. If any disputes arise to any bid, the Seller/Auctioneer reserves the right to cause the property to be immediately put up for sale again.
- Real Estate Taxes.** All real estate taxes for **20 20- 21** shall be pro-rated between the Buyer and Seller to the date of settlement on a fiscal year basis. All real estate taxes for prior years have or will be paid by the Seller.
- Transfer Taxes.** Seller shall pay 1/2 of the realty transfer tax and Buyer shall pay 1/2 of the realty transfer tax, provided, however, that the Buyer shall be responsible for any additional transfer taxes imposed on any assignment of this Agreement by Buyer.
- Terms.** \$ **5,000** or _____ % handmoney, either in form of cash, cashier's check, or certified check when the property is struck down, and the balance, without interest, on or before **January 4, 2021** when a special warranty deed will be delivered and actual possession will be given to Buyer. The Buyer shall also sign this agreement and comply with these terms of sale.
- Forfeiture.** The time for settlement shall be of the essence. If the Buyer fails to comply with these terms of sale, Seller shall have the option of retaining all deposit monies or other sums paid by Buyer on account of the purchase price as Seller shall elect: (a) as liquidated damages, in which event Buyer and Seller shall be released from further liability or obligation and this Agreement shall be null and void, or (b) on account of the purchase price, or as monies to be applied to Seller's damages as Seller may elect.
- Marketable Title.** A good and marketable title will be given free and clear of all liens and encumbrances. The real estate is being sold subject to restrictions and rights-of-way of record in the **Washington** County Courthouse and which may be visible by inspection of the premises.
- Risk of Loss.** Seller shall maintain the property grounds, fixtures and any personal property specifically sold with the property in its present condition, normal wear and tear excepted. Seller shall bear the risk of loss for fire or other casualties until the time of settlement. In the event of damage by fire or other casualty to any property included in this sale that is not repaired or replaced prior to settlement, Buyer shall have the option of rescinding this Agreement and promptly receiving all monies paid on account of the purchase price or of accepting the property in its then condition, together with the proceeds of any insurance obtainable by Seller. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in the property as of the time of execution of this Agreement.
- Warranty.** The Buyer expressly acknowledges and understands that the Buyer is buying the property in its present condition and that the Seller makes no representation or warranty of any kind whatsoever with regard to the condition of the premises or any components thereof, including but not limited to, the roof, the electrical system, the plumbing system, the heating system, or any other part of the structure, or any of the improvements on the land.
 - Radon.** Seller has no knowledge concerning the presence or absence of radon. The Seller makes no representation or warranty with regard to radon or the levels thereof.
 - Lead-Based Paint.** If the house was built before 1978, the house may have lead-based paint. Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing and has no reports or records pertaining to lead-based paint and/or hazards in the housing. A lead-based pamphlet "Protect Your Family from Lead in Your House" has been given to Buyer. Buyer waives any ten (10) day lead-based paint assessment period.
 - Home Inspection.** Buyer has inspected the property. Buyer understands the importance of getting an independent home inspection and has thought about this before bidding upon the property and signing this Agreement.
 - Fixtures and Personal Property.** Included in the sale and purchase price are all existing items presently installed in the property, including plumbing, heating, lighting fixtures (including, if present upon the property, chandeliers and ceiling fans; water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; shrubbery, plantings and unpotted trees; any remaining heating and cooking fuels stored on the property at the time of settlement; wall to wall carpeting; window covering hardware, shades, blinds; built-in air conditioners; built-in appliances; and the range/oven unless otherwise stated). No warranty is given to Buyer as to the working/functional condition of fixtures and/or personal property. All other personal property that is not a fixture is reserved to Seller, which personal property shall be removed prior to settlement.
 - Ventilation/Mold.** The Seller makes no representations or warranties with regard to mold or the absence of mold, adequate or inadequate air exchange or venting, or any other matters of home construction wherein mold may be present in the real estate.
 - "As Is".** The property is being sold "AS IS" at the time of sale and at the time of the settlement. The fiduciary/seller herein makes no representations or warranties as to the condition of the real estate. The Purchaser accepts the property "AS IS". The purchaser waives any claims for any liability imposed through any environmental actions. This agreement shall survive closing. A seller's disclosure has been made available to Buyer prior to the public auction and shall be exchanged by Buyer and Seller upon the signing of this agreement. If the Seller is an estate, the personal representative will not deliver a disclosure to Buyer inasmuch as they are not required by law.
- Financing.** Buyer is responsible for obtaining financing, if any, and this contract is in no way contingent upon the availability of financing. The Seller will not pay points, settlement costs, or otherwise render financial assistance to the Buyer in this regard.
- Dispute Over Handmonies.** In the event of a dispute over entitlement of handmoney deposits, the agent holding the deposit may either retain the monies in escrow until the dispute is resolved or, if possible, pay the monies into the County Court to be held until the dispute is resolved. In the event of litigation for the return of deposit monies, the agent holding handmoney shall distribute the monies as directed by a final order of the court or a written agreement of the parties. Buyer and Seller agree that, in the event any agent is joined in the litigation for the return of deposit monies, attorneys fees and costs of the agent will be paid by the party joining the agent.
- This agreement shall survive closing.

Dated: _____ (SEAL)
Seller

Dated: _____ (SEAL)
Seller

Telephone No. _____

AGREEMENT OF BUYER(S)

I/We _____

Of _____

Telephone No: _____

hereby acknowledge that I/we have become the Buyer(s) of real estate known as **7.5 +- Acres - Lot 2 Haven Hill Dr, Smithsburg, MD 21783; 4.8+- Acres - Lot 1 Haven Hill Dr, Smithsburg, MD 21783** for the purchase price of \$ _____ subject to the foregoing conditions of sale with which I/we agree to comply.

(SEAL)



How to Buy Real Estate at Auction

Buying at a Hurley auction is easy and fun. We are dedicated to providing the best possible experience for our buyers.

- ❖ Do your homework! Inspect the property and review the information packet. We want you to be comfortable and confident about your purchase.
- ❖ **What does the term “Reserve” mean?** Under a reserve auction the auctioneer will submit the highest and best bid to the seller. The seller has the right to accept or reject that bid.
- ❖ **What does the term “Absolute” mean?** In an absolute auction, the property will be sold to the last and highest bidder regardless of price.
- ❖ **Do I need to pre-qualify?** No. We normally do not require any pre-qualification to bid. However, if you intend to obtain bank financing, the bank will require you to qualify for their loan. The deposit you make on auction day is not contingent upon financing. Financing information can be found on the last page of this packet.
- ❖ You will need a down payment as described in the general information section.
- ❖ Gather all available information and determine what the property is worth to you.
- ❖ The auction will begin promptly at the scheduled time. You should arrive at least 30 minutes early to register with our cashier. You will need your driver's license or another form of photo ID.
- ❖ Listen carefully to all announcements made the day of the auction. Please ask any questions you may have.
- ❖ When the auction actually begins, the auctioneer will ask for bids. He will say numbers until someone in the crowd agrees to offer the amount asked for. For example, the auctioneer may ask for \$100,000 and he may need to come down to \$75,000 until somebody agrees to bid. At this point the action begins and the bidding begins to go up. The auctioneer will call out the next bid he is looking for. If you are willing to pay that amount simply raise your hand. There may be several people bidding at first so don't be shy, raise your hand. If you feel the auctioneer doesn't see you, don't be afraid to wave your hand or call out. Eventually everyone will drop out but one bidder. At this point, if the property reaches an amount approved by the seller, the property will be sold to the high bidder. If it doesn't reach a price acceptable by the seller, the high bidder may then negotiate with the seller.
- ❖ If you are the winning bidder, you will then be declared the purchaser and will be directed how to finalize the sale by signing the sales agreement and paying the required down payment.
- ❖ It is the Buyer's responsibility to schedule the settlement with the desired settlement company. If you need assistance in locating one near you please contact us.

Easy as 1,2,3!!!!!!!. Purchasing at auction is fun & dynamic. Enjoy the experience. If you have additional questions about auctions, please contact Hurley Auctions at 717-597-9100.



Acceptable Methods of Payment

Each Real Estate Auction requires that a non-refundable down payment be made at the time the property is struck down. The following methods are the only methods of payment accepted by Hurley Auction Co. Inc. unless otherwise approved by Hurley Auctions:

- 1) Cash
- 2) Certified or Cashier's Check payable to Hurley Auctions.
- 3) Personal check accompanied by a Bank Letter of Guarantee (see sample below). Letter must read as follows and must be signed by an officer of the bank.

Letter of Guarantee

Date: (Date of letter)

To: Hurley Auctions
2800 Buchanan Trail East
Greencastle, PA 17225

Re: (Customer requesting Letter of Credit)

This letter will serve as your notification that (Name of Financial Institution) will honor/guarantee payment of any check(s) written by (Customer), up to the amount of (\$ X,XXX.XX).

Drawn on account # (Customer's account number).

This guarantee will apply only to the Hurley Auctions for purchases made (Date of Sale) only. **NO STOP PAYMENTS WILL BE ISSUED.**

If further information is required, please feel free to contact this office.

Sincerely,

Name of Officer
Title
Bank & Location
Office Phone #



Real Estate Auction Financing

Purchasing a home at auction has never been easier. In fact, each year real estate auctions become more and more popular. The following financial institutions/mortgage companies are familiar with the auction process and have representatives available to pre-qualify and assist you in all your real estate auction financing needs.



Let's Get You Home.

Jim Gullace
Loan Officer
NMLS ID: 532690
e: jgullace@firsthome.com
c: (240) 675-0865

 **FIRST HOME MORTGAGE**  First Home Mortgage Corporation NMLS ID #71603
(www.nmlsconsumeraccess.org)



Contact me today!

- * USDA
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Tammy Meyers,
Loan Officer
o: 717.590.8009 | c: 717.658.6049
tmeyers@unionhomemortgage.com

946 Lincoln Way East | Suite 5
Chambersburg, PA 17201

 Union Home Mortgage Corp. NMLS #2229
ID NMLS 145724 | PA 44747 | MD 13862

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rhetta.martin@f-mtrust.com

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Heather Weeks, Doug Corl, Don Chlebowski & Emme Rickabaugh

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jeffrey.myers@midpennbank.com

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Real Estate Settlements

The following settlement companies are familiar with the auction process and have representatives available to assist you in all your real estate auction settlement needs.

When details matter, choose a settlement agency you can trust. We offer exhaustive title examinations, seamless closings, iron-clad insurance, and post-settlement support.

APLUS

SETTLEMENT SERVICES, INC.

With 3 Locations to Better Serve Our Customers:

17A W. Baltimore Street, Greencastle, PA 17225 • 717 593-9300
 263 Lincoln Way East, Chambersburg, PA 17201 • 717 753-3620
 201 S. 2nd Street, McConnellsburg, PA 17233 • 717 485-9244

*To Speak to a Title
Professional Contact:*

Vicki Ott
Owner

Vicki.Ott@aplussettlementservices.com
www.partnerwithaplus.com



"An Attorney At Every Settlement"

Real Estate Settlement Services, Inc.

Clinton T. Barkdoll, Attorney/Title Agent
 Susan E. Shetter, Title Agent

9 East Main Street
 Waynesboro, PA 17268

Telephone 717-762-3374
 Facsimile 717-762-3395
 Email sue@kullalaw.com



**Buchanan Settlement
Services, Ltd., Inc**

Dawn E. Monn
Title Agent

www.BuchananSettlements.com

2025 East Main Street
 Waynesboro, PA 17268

Ph: 717.762.1415 x105
 Ph: 717.263.5001 x 105
 Fax: 717.765.0172

E-mail: jevanslaw-buchanan@supernet.com



Real Estate Settlements

When it comes to your real estate closings and title insurance needs, don't settle for less than the best.

Settle with Madison.



Robin Mull
Partner/Owner

robin.mull@madisonsettlements.com



946 Lincoln Way East
Chambersburg, PA 17201
717.264.4534



Kristen Parr
Assistant Manager

kristen.parr@madisonsettlements.com

Behind the scenes. Ahead of the curve.



Lesa Davis

Signature
SETTLEMENTS
TRI-STATE[®]

Licensed in MD, PA & WV

1185 Mount Aetna Road
Hagerstown, Maryland 21740
Phone: 301-797-0600 Fax: 301-797-3511
Cell: 301-471-4839
lesadavis@tristatesettlements.com

Thank you for inquiring about our services. We appreciate your interest in our company and the auction method of marketing.

ABOUT OUR COMPANY

Hurley Auctions is a full service, full time Auction Company with a well-trained staff ready to assist you in obtaining your sales goals. We are recognized as leaders in the auction industry, having successfully conducted hundreds of real estate and personal property auctions annually.

OUR MISSION

Hurley Auctions' mission is to provide the highest possible auction and appraisal services available. We do this through honesty, integrity, professionalism, and hard work. We are committed to treating each client with the utmost respect. We handle each auction professionally and to the best of our ability. Our success is measured by the ultimate satisfaction of all those whom we serve.



Headquarters
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Greencastle, PA 17225
Matthew S. Hurley Lic. PA-AU0033413L
WV-1830 * MD * FL-AU4597
R. Eugene Hurley PA Lic. AU003793L

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866-424-3337

