

Honesty

Integrity

Hard Work

Professionalism



Real Estate Auction
**2-STORY OVER/UNDER DUPLEX! GREAT INVESTMENT
OPPORTUNITY!**

MONDAY, NOVEMBER 16, 2020 @ 3:00 PM

547 W WILSON BLVD
HAGERSTOWN, MD 21740

Open House(s):
November 7, 2020 @ 3:00 - 4:00 pm
November 14, 2020 @ 3:00 - 4:00 pm



October 21, 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
Aerial View/Tax Parcel Snip
Deed
Seller's Property Disclosure
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 Monday, November 16, 2020 @ 3:00 pm.

Sincerely,

A handwritten signature in cursive script that reads "Matt Hurley".

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

Terms: \$5,000 in certified funds 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.

Showing Dates: Saturday, November 7 & 14, 2020: 3:00 PM – 4:00 PM

General Information: **OVER/UNDER DUPLEX!** Each floor offers 2-3 Bedrooms, 1 Bath, Living Room, & Kitchen; Covered front porch & rear yard; Situated on 0.4+-acre lot at the end of the street! Use as Duplex or convert back to spacious single-family residence! Convenient to Everything! Tons of possibilities & potential!

This home has the following features:

- 1st Floor
 - 3 Bedrooms (carpet): 12x9, 12x9, 12x8
 - 1 Full Bath (lamineate flooring)
 - Living Room (carpet): 17x12
 - Kitchen (lamineate flooring): 11x12
 - Laundry Room (concrete flooring): 16x12, washer/dryer
- 2nd Floor:
 - 2 Bedrooms (carpet): 12x9, 12x9
 - Living Room (carpet): 14x12
 - Kitchen (lamineate flooring): 11x12
- Full Attic (unfinished, floored)
- Separate entrance for each unit
- Partial Basement (unfinished): rear outside entrance
- Covered Front Porch
- Rear Deck (2nd floor)
- Electric metered separately
- 1 Heating system-Gas Forced Air Furnace: controls on main level
- 1 Water/Sewer/Trash Bill
- Roof approximately 15 years old
- Off street Parking
- Rear & Side Yard

Year House Built: Approximately 1892

Tax ID: 2203019373

Lot Size: 0.43+-Acres

House: approximately 2,112 sq.ft

Location: City of Hagerstown, Washington County, MD

Zoning: Call City of Hagerstown: 301-739-8577 x138

Taxes & Fees: Approximately \$2,266

Utilities:

Water: Public

Sewer: Public

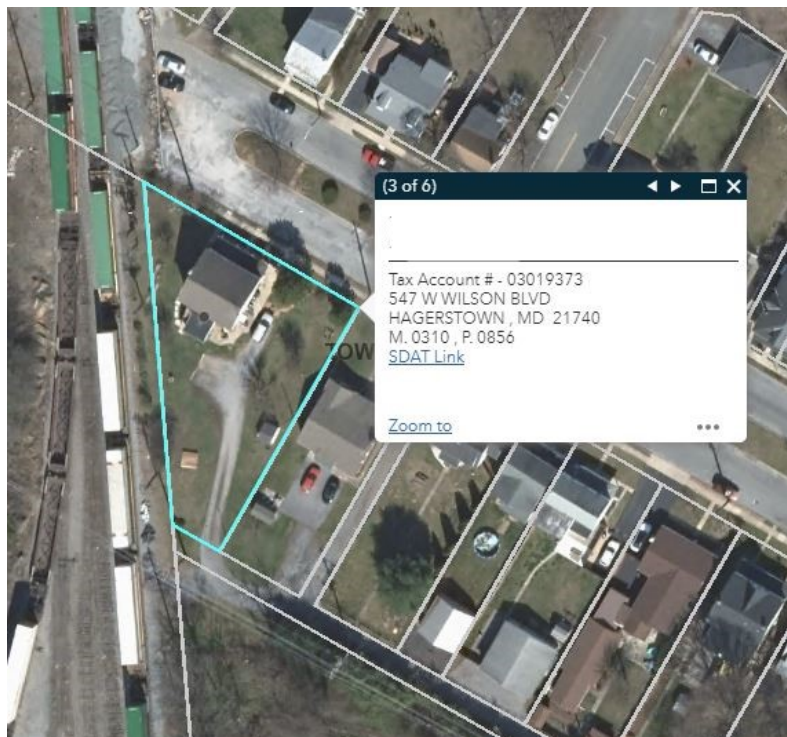
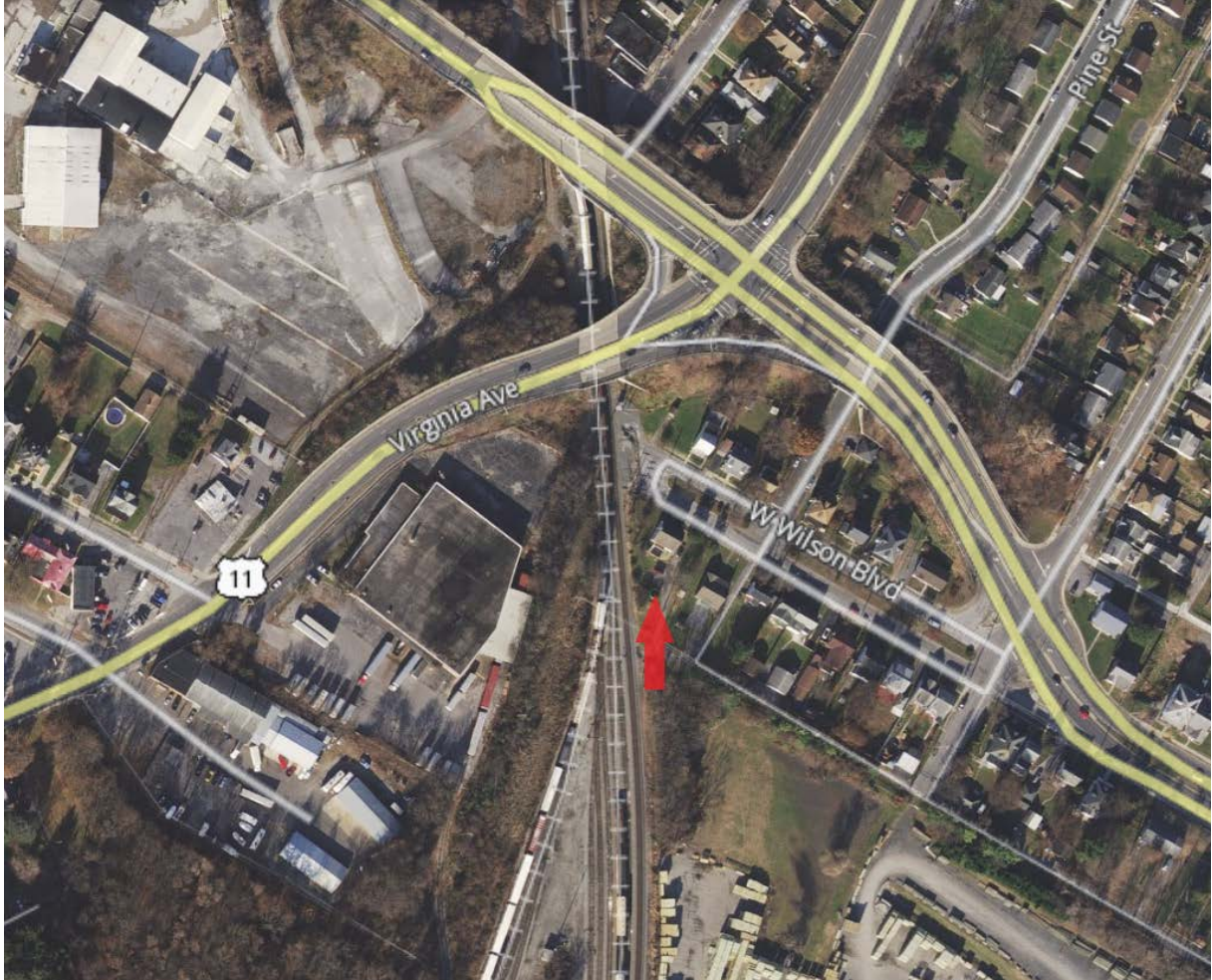
Heat: Forced Hot Air, Natural Gas

Cooling: Ceiling Fans

School District: Washington County Public School System

Local Hospital: Meritus, Hagerstown; Frederick Memorial, Frederick; Waynesboro Hospital, Waynesboro; WellSpan-Summit Health, Chambersburg

Aerial View/Tax Parcel Snip





Deed

4953 0257

CLERK OF THE CIRCUIT COURT
WASHINGTON COUNTY

EXEMPT FROM DOCUMENTARY STAMPS AND RECORDATION TAX
PURSUANT TO ANN. CODE OF MD. TAX-PROPERTY ARTICLE §12-108(c)(1)(vi)

NO TITLE EXAM

THIS DEED, Made this 14th day of April, 2015, by DOROTHY V. MYERS and CAROL MILLER, Grantors, to HAROLD LEE MYERS and DOROTHY VIRGINIA MYERS, his wife, and LARRY CARROLL MILLER and CAROL ANN MILLER, his wife, Grantees.

WITNESSETH: That for no monetary consideration Dorothy V. Myers and Carol Miller do hereby grant and convey unto Harold Lee Myers and Dorothy Virginia Myers, his wife, Grantees of an undivided one-half interest as tenants by the entireties with respect to each other, and to Larry Carroll Miller and Carol Ann Miller, his wife, Grantees of an undivided one-half interest as tenants by the entireties with respect to each other, but the interest of Harold Lee Myers and Dorothy Virginia Myers, his wife, with respect to the interest of Larry Carroll Miller and Carol Ann Miller, his wife shall be held as tenant-in-common, in fee simple, in all the following described parcels of land, together with the improvements thereon, and all rights, ways, easements, privileges and appurtenances thereunto belonging or in anywise appertaining, situate in Hagerstown, Washington County, Maryland, and located on the south side of Wilson Boulevard, and more particularly described as follows:

BEGINNING at the point of the intersection of the eastern marginal line of the right of way of the Norfolk and Western Railroad, and the southern marginal line of Wilson Boulevard, and running thence eastwardly along the southern marginal line of said boulevard, and fronting thereon a distance of 125 feet, more or less, and being further known and designated as lots nos. 4, 3, 2, of Section 31, as shown on the plat of "Hagerstown Manufacturing, Mining and Land Improvement Companies No. 2 Addition to Hagerstown", recorded on plat record page 19, among the plat records of Washington County, Maryland, and being a part of the property which was conveyed to Elsie L. Sharer, by a deed dated October 19, 1944, from Louanna B. Sprecher, widow, and recorded among the Land Records of Washington County, in Liber 228, folio 44.

The improvements on this property are more commonly known 547 W. Wilson Boulevard, Hagerstown, Maryland 21740.

BEING the same property conveyed to Carol Miller, Dorothy V. Myers, and Woodrow W. Sharer, Jr., from Carol Miller, Dorothy V. Myers, and Woodrow W. Sharer, Jr., Personal Representatives of the Estate of Frances Virginia Sharer, by deed dated March 18, 2011, and recorded April 5, 2011, among the Land Records of Washington County, Maryland in Liber 4069, folio 72. The property became vested solely in Carol Miller and Dorothy V. Myers upon the death of Woodrow W. Sharer, Jr., who died on December 21, 2013.

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

CLERK OF THE CIRCUIT COURT
WASHINGTON COUNTY

title which might have been disclosed by a title examination of the property conveyed by this deed.

TOGETHER with the building and improvements thereupon erected, made or being; and all and every, the rights, alleys, ways, waters, privilege, appurtenances and advantages to the same belonging or in anywise appertaining.

WASHINGTON COUNTY CIRCUIT COURT (Land Records) DUW4953, p. 0257, MSA_CE18_4905. Date available 04/30/2015. Printed 10/12/2020.



Seller's Property Disclosure

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

NOTICE TO SELLER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned owner(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The seller(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Section 10-702 also requires the seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

- (1) A purchaser would not reasonably be expected to ascertain or observe by a careful visual inspection of the real property; and
- (2) Would pose a direct threat to the health or safety of:
 - (i) the purchaser; or
 - (ii) an occupant of the real property, including a tenant or invitee of the purchaser.

Does the seller(s) have actual knowledge of any latent defects? Yes No If yes, specify:

Seller Dorothy V. Myer Date _____
Seller Carol A. Miller Date _____

The purchaser(s) acknowledge receipt of a copy of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Purchaser _____ Date _____

Purchaser _____ Date _____



Conditions of Public Sale

CONDITIONS OF PUBLIC SALE OF REAL ESTATE CONDITIONS OF PUBLIC SALE OF REAL ESTATE

OWNED BY _____,
LOCATED AT 547 W. Wilson Blvd, Hagerstown, MD 21740

1. 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.
2. 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.
3. 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.
4. 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 **December 31, 2020**, 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.
5. 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.
6. 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.
7. 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.
8. 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.
 - A. 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.
 - B. 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.
 - C. 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.
 - D. 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.
 - E. 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.
 - F. "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.
9. 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.
10. 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.
11. 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
547 W. Wilson Blvd, Hagerstown, MD 21740 for the purchase price of \$ _____ subject to the
foregoing conditions of sale with which I/we agree to comply.

Dated: _____ (SEAL)
Buyer

Dated: _____ (SEAL)
Buyer

Purchase Price \$ _____



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 **LENDER** First Home Mortgage Corporation NMLS ID #71603
 (www.nmlsconsumeraccess.org)



Contact me today!

- * USDA
- * FHA
- * Conventional
- VA
- PHFA
- Manufactured

* Rehab options available

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

946 Lincoln Way East | Suite 5
 Chambersburg, PA 17201

UNIONHOME MORTGAGE

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

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Heather Weeks, Doug Corl, Don Chlebowski & Emme Rickabaugh

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Jeff Myers
 Senior Agricultural Lender
 717-503-9115
jeffrey.myers@midpennbank.com

Member FDIC



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:

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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"

Center Square
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.

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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
2800 Buchanan Trail East
Greencastle, PA 17225
Matthew S. Hurley Lic. PA-AU0033413L
WV-1830 * MD * FL-AU4597
R. Eugene Hurley PA Lic. AU003793L

717-597-9100
301-733-3330
866-424-3337

