

Honesty

Integrity

Hard Work

Professionalism



Real Estate Auction

***SOLD TO THE HIGHEST BIDDER! TONS OF POTENTIAL!
GREAT INVESTMENT PROJECT!!***

WEDNESDAY, FEBRUARY 24, 2021 @ 3:00 PM

24819 LINDEN AVE
CASCADE, MD 21719

Open House(s):
February 13, 2021 @ 3:00 - 4:00 pm
February 20, 2021 @ 3:00 - 4:00 pm



January 22, 2021

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 Card 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 Wednesday, February 24, 2021 @ 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: \$2,500 in certified funds day of auction. 10% Buyers Premium added to final bid price-minimum \$2,000. Balance due in 30 days. Announcements made on 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, February 13 & 20, 2021: 3:00 PM – 4:00 PM

General Information: **SOLD TO THE HIGHEST BIDDER! NO RESERVE! GREAT INVESTMENT PROJECT!!** We found your spring project! 2-Story home with 3 Bedrooms, 1.5 partial bathrooms, Kitchen, Living Room, Dining Room & 2-Car Detached Garage; Property has tons of potential & in need of some attention; Located on 0.25+-acre lot close to Pen Mar Park! 10% Buyer's Premium-min. \$2,000.

This home has the following features:

- 3 Bedrooms: 11x23; 10x10; 13x12 (carpet, 2nd level)
- 2 Baths: main level (mostly gutted); 2nd level –tub removed (vinyl flooring)
- Living Room; 23x10; ceiling fan (carpet)
- Dining Room: 11x12; ceiling fan
- Kitchen: 12x11; breakfast bar (vinyl flooring) stove, wall oven, trash compactor, dishwasher
- Mud/Laundry Room: 8x10
- Full Attic: connecting stairs
- Metal Roof
- 2-Car Detached Garage: 28x30

Year House Built: Approximately 1922

Lot Size: Approximately 0.26+- acres **House:** approximately 1,472 square feet

Location: Cascade, Washington County, MD

Zoning: Call Washington County: 240-313-2460

Taxes: Approximately \$1,175.00 **Tax ID:** 2214007024

Utilities:

Water: Public **Sewer:** Public - 1,000 gallon onsite tank, owned & operated by Wash. Co. w/overflow into public sewer; homeowner responsible for connection from home to tank: Call Dept. of Water Quality (240)313-2600 for more info

Heat: Forced Air, Fuel Oil **Cooling:** Central A/C

School District: Washington County Public Schools

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

Aerial View





Special Tax Recapture: None

Account Identifier: District - 14 Account Number - 007024

Owner Information	
Owner Name:	NEWCOMER THEODORE O
Mailing Address:	24819 LINDEN AVE CASCADE MD 21719-1713
Premises Address:	24819 LINDEN AVE CASCADE 21719-0000
Map:	Grid: 0019 Parcel: 0060 Neighborhood: 14010172.22
Town: None	Subdivision: 0000 Section: A Block: 12 13 Lot: 12 13 Assessment Year: 2019 Plat No.: Plat Ref.:
Legal Description:	LOTS 12/13 0.26 AC 24819 LINDEN AVE
Primary Structure Built: 1922	Above Grade Living Area: 1,472 SF
Stories: 2	Basement: YES Type: STANDARD UNIT
	Finished Basement Area: 11,257 SF
	Property Land Area: 11,257 SF
	County Use: RESIDENTIAL
	Garage: 1 Detached
	Full/Half Bath: 1 full
	Quality: 2
	Exterior: SIDING/
	Last Notice of Major Improvements:

Deed

RECEIVED FOR RECORD July 25, 1972 at 11:07 A.M., Receipt No. 39011
 LIBER 545

THIS DEED, Made this 17th day of July, A. D., 1972, by Richard Edward Kiefer and Cecelia Carrie Kiefer, his wife, of Hazlet, State of New Jersey.

WITNESSETH: That for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, we, the said Richard Edward Kiefer and Cecelia Carrie Kiefer, his wife, do hereby grant and convey unto Theodore O. Newcomer and Barbara A. Newcomer, his wife, all the following described lots or parcels of land, together with the improvements thereon, and all the rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining, situate near Pen Mar Park, in Washington County, State of Maryland, said lots or parcels of land being designated as Lots Nos. 12 & 13, of Section "A" on the Plat of "Mount Forest" which is recorded in the Office of the Clerk of the Circuit Court for said Washington County, at Plat Record, folio 44; said Lot No. 13 fronting 50 feet, more or less, on the South side of Linden Avenue and extending Southwardly therefrom with that uniform width a distance of 95 feet, more or less; said Lot No. 12 fronting 34 feet, more or less, on the South side of said Linden Avenue, and extending back therefrom with unequal width a distance of 95 feet, more or less, on the West side, and a distance of 98.5 feet, more or less, on the East side, with a width in the rear of 60.5 feet, more or less, and being the same property which was conveyed to the Grantors herein by William Andrew Webber and Betty Lee Webber, his wife, by Deed dated December 19, 1966, and recorded in Liber 449, folio 610, one of the Land Records of Washington County, Maryland.

And we, the said Grantors, do hereby covenant that we will warrant generally the property hereby conveyed, and that we will execute such other and further assurances as may be requisite and necessary.

WITNESS our hands and seals.

WITNESS:

Richard Edward Kiefer (SEAL)
 Richard Edward Kiefer

Michael Popik Jr.
 Michael Popik Jr.

Cecelia Carrie Kiefer (SEAL)
 Cecelia Carrie Kiefer

STATE OF New Jersey , COUNTY OF Monmouth , to-wit:

I HEREBY CERTIFY, that on this 17th day of July, A. D., 1972, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Richard Edward Kiefer and Cecelia Carrie Kiefer, his wife, and each acknowledged the foregoing Deed to be their act and deed.

WITNESS my hand and Official Notarial Seal.

Michael Popik Jr.
 Notary Public
 Michael Popik Jr.

My Commission Expires:
 Jan. 14, 1977

TAX \$ 40.00 REC # 39011
 JUL 25 1972
 HURLEY AUCTIONS
 SELLING TO THE WORLD





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:

1) Back porch is rotting & needs replacing
2) Foundation not under the entire structure

Seller X Sandra R. Switzer

Date X 1-13-21

Seller _____

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

Matthew S. Hurley Auction Company, Inc.

2800 Buchanan Trail East • Greencastle, PA 17225 • 717-597-9100 • Fax 717-597-9922 • 1-866-4BIDDERS
277 East Boulevard North Suite 3 • Hagerstown, MD 21740 • 301-733-3330
Website: www.hurleyauctions.com • Email: info@hurleyauctions.com

CONDITIONS OF PUBLIC SALE OF REAL ESTATE

CONDITIONS OF PUBLIC SALE OF REAL ESTATE

OWNED BY _____,

LOCATED AT 24819 Linden Ave, Cascade, MD 21719

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. **\$ 2,500** 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 **March 26, 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.
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; and built-in appliances. 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.

Seller (SEAL)

Dated: _____

Seller (SEAL)

Telephone No. _____

AGREEMENT OF BUYER(S)

I/We _____



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
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- * Conventional
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- 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

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Union Home Mortgage Corp. NMLS #2229
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Heather Weeks, Doug Corl, Don Chlebowski & Emme Rickabaugh

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 AGRICULTURAL LENDING



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:

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"

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.

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



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
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