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Real Estate Auction

OWNERS' DOWNSIZING-WELL-MAINTAINED BRICK RANCHER WAITING FOR NEW OWNERS! EASY ACCESS TO I-81!

WEDNESDAY, APRIL 7, 2021 @ 3:00 PM

1270 2ND AVE
CHAMBERSBURG, PA 17202

Open House(s):
March 27, 2021 @ 1:00 - 2:00 pm
April 3, 2021 @ 1:00 - 2:00 pm



March 8, 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 View
Deed
Restrictions
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, April 7, 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: \$5,000 in certified funds day of auction. Balance due in 45 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, March 27 & April 3, 2021: 1:00 PM – 2:00 pm

General Information: **WELL-MAINTAINED BRICK RANCHER IN EXCELLENT LOCATION!** Owner's downsizing! Don't miss this well-built brick rancher featuring 3 Bedrooms, 1.5 Baths, Eat-in Kitchen, & Living Room on the main floor; Family Room & large workshop in the partially finished basement; Attached 1-car Garage; Give it your personal touch! Located in quiet subdivision minutes from I-81.

This home has the following features:

- Primary Bedroom (wood floors under carpet): 9x11; walk-in closet
- Bedroom 2 (wood floors under carpet): 11x11; walk-in closet
- Bedroom 3 (wood floors under carpet): 9x12; walk-in closet, built-in desk
- Living Room (carpet): 24x13
- Eat-In Kitchen (vinyl floor): 14x11; stove, refrigerator, microwave, dishwasher(new) convey w/sale
- Full Basement: partially finished
 - Family Room (carpet): 13x27
 - Laundry
 - 2 Storage Rooms
 - Workshop
- Rear Patio: 20x24
- Attached 1 Car Garage
- Storage Shed

Year House Built: Approximately 1966

Lot Size: Approximately 0.34+- acres **House Size:** approximately 1,150 sq ft

Location: Greene Township, Chambersburg, Franklin County, PA

Zoning: Call Greene Township: 717-263-4990

Taxes: Approximately \$2,564.00 **Tax ID:** 9-C13-64

Utilities:

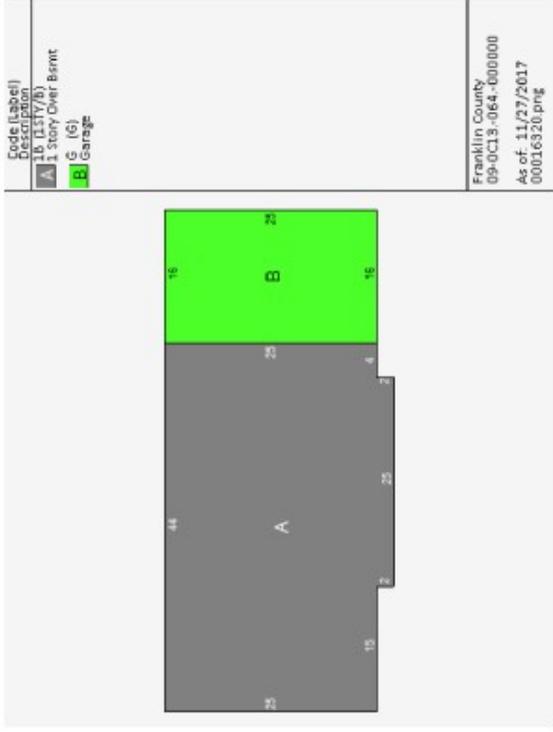
Water: Public **Sewer:** Public **Heat:** Radiant **Cooling:** Central A/C

School District: Chambersburg Area School District

Local Hospital: WellSpan, Chambersburg; Waynesboro Hospital, Waynesboro; Meritus, Hagerstown

Aerial View





IMPROVEMENT INFORMATION

DWELLING:	DETACH	HEAT DISTRIBUTION:	Electric
STYLE:	Ranch	HEAT SOURCE:	Electric
BUILT:	1966	COOLING:	Central AC
EFF AGE:	54 YEAR(S)	WATER:	
GRADE:	C	SEWER:	
LVNG AREA:	1150 SQ FT	GAS:	
STORIES:	1	BSMT %:	100
EXTERIOR:	BRICK	BSMT FIN:	0 SQ FT
ROAD TYPE:		TTL RM #:	5
SIDEWALK:	NO	FULL BATH:	1
CLSD PRCH:	NO	AREA:	0 SQ FT
ATTCH GAR:	YES	AREA:	400 SQ FT
BSMT GAR:	NO	AREA:	0 SQ FT
		BEDS:	0



PROPERTY NOTES

LAND BREAKDOWN

PROP TYPE:	RESIDENTIAL		
USE CODE:	101		
USE DESC.:	RESIDENTIAL 1 FAMILY		
TERRAIN:			
FRONTAGE:	100 FT	TYPE:	ACTUAL
DEPTH:	148 FT	TYPE:	ACTUAL
SITE SQ FT:	14800 FT		
BASE ACRE:	0	ACRE(S)	
TILLABLE:	0	ACRE(S)	
WOODED:	0	ACRE(S)	
NON TILL:	0	ACRE(S)	
DEED AREA:	0.34	ACRE(S)	

This Deed,

MADE the 27th day of November,
 in the year nineteen hundred and seventy,

Between Chester L. Musser and Ruth A. Musser, his wife, of Chambersburg,
 R. D. #1, Franklin County, Pennsylvania, Grantors,

AND

Ethelbert L. Byers and Linda J. Byers, his wife, of Greene Township,
 Franklin County, Pennsylvania, Grantees,

Witnesseth That in consideration of Twenty-two Thousand (\$22,000.00)-----

Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said
 grantor do hereby grant and convey in fee simple to said grantees

All the following described real estate lying and being situate in Greene
 Township, Franklin County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin along Second Street at corner of Lot No. 28
 on plan of lots hereinafter mentioned; thence along Second Street South 61
 degrees 51 minutes East 100 feet to an iron pin along Second Street at corner
 of Lot No. 30 on plan of lots hereinafter mentioned; thence along Lot No. 30
 on plan of lots hereinafter mentioned South 28 degrees 9 minutes West 148.1
 feet to an iron pin; thence along other lands of Harvey B. Musser and S. R.
 Anna Musser, his wife, North 61 degrees 51 minutes West 100 feet to an iron
 pin at corner of Lot No. 28 on plan of lots hereinafter mentioned; thence
 along Lot No. 28 on plan of lots hereinafter mentioned North 28 degrees 9
 minutes East 148.1 feet to an iron pin along Second Street, the place of
 beginning.

Being Lot No. 29 on plan and survey made February, 1964 by John Howard
 McClellan, C. S. recorded in Franklin County, Pa. Deed Records, Deed Book
 Vol. 208, page 119.

Being the same real estate that Harvey B. Musser and S. R. Anna Musser,
 his wife, by deed dated May 29, 1965, recorded in Franklin County, Pa. Deed
 Records, Deed Book Vol. 592, page 812, conveyed to Chester L. Musser and
 Ruth A. Musser, his wife, Grantors herein.

Subject to the same restrictions and conditions as set forth in the
 aforesaid deed recorded in said Deed Records, Deed Book Vol. 592, page 812.

Together with the right and privilege of ingress, egress and regress at
 all times forever hereafter into, along, upon and out of the streets shown
 on the aforesaid plan and draft to Pennsylvania Route 997 and Woodstock Road,
 Route 606, for the grantees, their heirs and assigns, in common with the
 grantors, their heirs and assigns, and all other legal users of said streets.



REALTY TRANSFER TAX

Chambersburg Area School District
 Amount of tax received \$220.00

Tax on Deeds Resolution 1970
Paul W. Mastriani Collector

Deed

And the said grantors will warrant generally the property hereby conveyed.

In witness whereof said grantors have hereunto set their hands and seals, the day and year first above written.

Sealed and delivered in the presence of

Audrey M. Primmer *Chester L. Musser* 
est. Lott *Ruth A. Musser* 

Received on the day of the date of the within or foregoing Deed, of the above named grantees the within mentioned consideration in full.

Witness:

Audrey M. Primmer } *Chester L. Musser*
est. Lott } *Ruth A. Musser*
 Chester L. Musser
 Ruth A. Musser

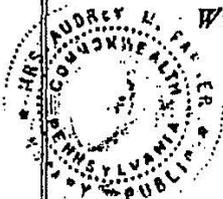
State of Pennsylvania, }
 County of Franklin } ss.

On this 27th day of November A. D. 1970, before me, a Notary Public in and for said state and county, personally came the above named Chester L. Musser and Ruth A. Musser, his wife, who are known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument, and acknowledged the foregoing deed to be their act and deed, and desired the same to be recorded as such.

Witness my hand and official seal, the day and year aforesaid.

Audrey M. Primmer
 Notary Public

My commission expires Jan. 4, 1971.
 I maintain my office in Chambersburg, Pa.





Restrictions

The within real estate is conveyed subject to the following restrictions and conditions which shall be binding upon the grantees, their heirs and assigns, and the same shall be enforced by bill in equity as well as other remedies at law, viz:

1. No portion of the real estate hereby conveyed shall be used for any purposes except residential purposes.
2. No portion of the real estate hereby conveyed shall be sold, leased, or conveyed to anyone of Negro blood, or descent.
3. No building or part of a building, not including porches, shall be erected upon the lands herein described nearer than the center line of Second Street than 50 feet.
4. No dwelling house upon the real estate herein described shall be erected at a cost of less than \$10,000.00.
5. No building, such as a garage or other outbuilding on the real estate hereby conveyed shall ever be used as living quarters, other than the main residence property.
6. No trailers or other structures of a temporary type or nature shall be kept or maintained on the within real estate.
7. No outside toilets shall be erected upon the lands hereby conveyed, all dwellings to be serviced with an approved septic system.
8. No livestock or poultry of any kind shall be kept or maintained on the lands hereby conveyed.



Seller's Property Disclosure

SELLER'S PROPERTY DISCLOSURE STATEMENT

SPD

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

PROPERTY 1270 2nd Ave, Chambersburg, PA 17202
SELLER _____

INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

Generally speaking, the Real Estate Seller Disclosure Law (68 P.S. §7301 et seq.) requires that before an agreement of sale is signed, the seller in a residential real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. A residential real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer of an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS** are involved. The Law defines a number of exceptions where the disclosures do not have to be made:

1. Transfers that are the result of a court order.
2. Transfers to a mortgage lender that result from a buyer's default and subsequent foreclosure sales that result from default.
3. Transfers from a co-owner to one or more other co-owners.
4. Transfers made to a spouse or direct descendant.
5. Transfers between spouses that result from divorce, legal separation, or property settlement.
6. Transfers by a corporation, partnership or other association to its shareholders, partners or other equity owners as part of a plan of liquidation.
7. Transfer of a property to be demolished or converted to non-residential use.
8. Transfer of unimproved real property.
9. Transfers by a fiduciary during the administration of a decedent estate, guardianship, conservatorship or trust.
10. Transfers of new construction that has never been occupied when:
 - a. The buyer has received a one-year warranty covering the construction;
 - b. The building has been inspected for compliance with the applicable building code or, if none, a nationally recognized model building code; and
 - c. A certificate of occupancy or a certificate of code compliance has been issued for the dwelling.

In addition to these exceptions, disclosures for condominiums and cooperatives are limited to the seller's particular unit(s). Disclosures regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale of condominium and cooperative interests.

While the Law requires certain disclosures, this statement includes disclosures beyond the basic requirements of the Law in an effort to assist sellers in complying with seller disclosure requirements and to assist buyers in evaluating the property being considered. Sellers who wish to see or use the basic disclosure form can find the form on the Web site of the Pennsylvania State Real Estate Commission.

This Statement discloses Seller's knowledge of the condition of the property as of the date signed by Seller and is **not a substitute for any inspections or warranties** that Buyer may wish to obtain. This Statement is not a warranty of any kind by Seller or a warranty or representation by any listing real estate broker, any selling real estate broker, or their licensees. Buyer is encouraged to address concerns about the condition of the property that may not be included in this Statement. This Statement does not relieve Seller of the obligation to disclose a **material defect** that may not be addressed on this form.

A **material defect** is a problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is at or beyond the end of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.

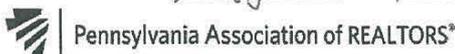
Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the property. Check unknown when the question does apply to the property but you are not sure of the answer.

E. Hurley

Seller's Initials X L J B Date X 2-18-21

SPD Page 1 of 10

Buyer's Initials _____ / _____ Date _____



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1/16

Legacy Realty, Inc., 2800 Buchanan Trail East Greencastle, PA 17225
Phone: (717)597-9100 Fax: (717)597-9922 Matthew Hurley

Disclosure updated



Seller's Property Disclosure

	Yes	No	Unk	N/A
A		✓		
B		✓		
C		✓		

1. SELLER'S EXPERTISE

- (A) Does Seller possess expertise in contracting, engineering, architecture, environmental assessment or other areas related to the construction and conditions of the property and its improvements?
 (B) Is Seller the landlord for the property?
 (C) Is Seller a real estate licensee?

Explain any "yes" answers in Section 1: _____

	Yes	No	Unk	N/A
1				
2				
3				
1	✓			
2				
3				
4				
5				
C				
D		✓		

2. OWNERSHIP/OCCUPANCY

- (A) **Occupancy**
 1. When was the property most recently occupied? currently occupied
 2. Was the Seller the most recent occupant? If "no," when did the Seller most recently occupy the property? yes
 3. How many persons most recently occupied the property? two
 (B) **Role of Individual Completing This Disclosure.** Is the individual completing this form:
 1. The owner
 2. The executor
 3. The administrator
 4. The trustee
 5. An individual holding power of attorney
 (C) When was the property purchased? November 1970
 (D) Are you aware of any pets having lived in the house or other structures during your ownership?

Explain section 2 (if needed): _____

	Yes	No	Unk	N/A
1		✓		
2		✓		
3		✓		
4		✓		
B				
C				
D				
1				
2				
3				
4				
E				

3. CONDOMINIUMS/PLANNED COMMUNITIES/OTHER HOMEOWNERS ASSOCIATIONS

- (A) **Type.** Is the Property part of a(n):
 1. Condominium
 2. Homeowners association or planned community
 3. Cooperative
 4. Other type of association or community _____
 (B) If "yes," how much are the fees? \$ _____, paid (Monthly)(Quarterly)(Yearly)
 (C) If "yes," are there any community services or systems that the association or community is responsible for supporting or maintaining? Explain: _____
 (D) If "yes," provide the following information about the association:
 1. Community Name _____
 2. Contact _____
 3. Mailing Address _____
 4. Telephone Number _____
 (E) How much is the capital contribution/initiation fee? \$ _____
Notice to Buyer: A buyer of a resale unit in a condominium, cooperative, or planned community must receive a copy of the declaration (other than the plats and plans), the by-laws, the rules or regulations, and a certificate of resale issued by the association in the condominium, cooperative, or planned community. Buyers may be responsible for capital contributions, initiation fees or similar one-time fees in addition to regular monthly maintenance fees. The buyer will have the option of canceling the agreement with the return of all deposit monies until the certificate has been provided to the buyer and for five days thereafter or until conveyance, whichever occurs first.

	Yes	No	Unk	N/A
1			✓	
2				
1				
2				
1		✓		
2		✓		

4. ROOF AND ATTIC

- (A) **Installation**
 1. When was the roof installed? _____
 2. Do you have documentation (invoice, work order, warranty, etc.)?
 (B) **Repair**
 1. Has the roof or any portion of it been replaced or repaired during your ownership? yes - 8-10 yrs ago
 2. If it has been replaced or repaired, was the existing roofing material removed?
 (C) **Issues**
 1. Has the roof ever leaked during your ownership? yes
 2. Are you aware of any current/past problems with the roof, gutters, flashing or downspouts?

Explain any "yes" answers in section 4, including the location and extent of any problem(s) and any repair or remediation efforts: _____

Seller's Initials EJB / LJB Date 2-18-21 SPD Page 2 of 10 Buyer's Initials _____ / _____ Date _____



Seller's Property Disclosure

5. BASEMENTS AND CRAWL SPACES

	Yes	No	Unk	N/A
1		<input checked="" type="checkbox"/>		
2		<input checked="" type="checkbox"/>		
3				<input checked="" type="checkbox"/>
4				<input checked="" type="checkbox"/>
1		<input checked="" type="checkbox"/>		
2		<input checked="" type="checkbox"/>		
3		<input checked="" type="checkbox"/>		

(A) Sump Pump

1. Does the property have a sump pit? If yes, how many? _____
2. Does the property have a sump pump? If yes, how many? _____
3. If it has a sump pump, has it ever run? _____
4. If it has a sump pump, is the sump pump in working order? _____

(B) Water Infiltration

1. Are you aware of any water leakage, accumulation, or dampness within the basement or crawl space? _____
2. Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space? _____
3. Are the downspouts or gutters connected to a public system? _____

Explain any "yes" answers in this section, including the location and extent of any problem(s) and any repair or remediation efforts: _____

6. TERMITES/WOOD-DESTROYING INSECTS, DRYROT, PESTS

	Yes	No	Unk	N/A
1		<input checked="" type="checkbox"/>		
2		<input checked="" type="checkbox"/>		
1		<input checked="" type="checkbox"/>		
2		<input checked="" type="checkbox"/>		

(A) Status

1. Are you aware of any termites/wood-destroying insects, dryrot, or pests affecting the property? _____
2. Are you aware of any damage caused by termites/wood-destroying insects, dryrot, or pests? _____

(B) Treatment

1. Is your property currently under contract by a licensed pest control company? _____
2. Are you aware of any termite/pest control reports or treatments for the property? _____

Explain any "yes" answers in section 6, including the name of any service/treatment provider, if applicable: _____

7. STRUCTURAL ITEMS

	Yes	No	Unk	N/A
A		<input checked="" type="checkbox"/>		
B	<input checked="" type="checkbox"/>			
C				
1		<input checked="" type="checkbox"/>		
2		<input checked="" type="checkbox"/>		
3		<input checked="" type="checkbox"/>		
E		<input checked="" type="checkbox"/>		
F		<input checked="" type="checkbox"/>		

- (A) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, or other structural components? _____

- (B) Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls on the property? _____

- (C) Are you aware of any past or present water infiltration in the house or other structures, other than the roof, basement or crawl spaces? _____

(D) Stucco and Exterior Synthetic Finishing Systems

1. Is your property constructed with stucco? _____
2. Is your property constructed with an Exterior Insulating Finishing System (EIFS), such as Dryvit or synthetic stucco, synthetic brick or synthetic stone? _____
3. If "yes," when was it installed? _____

- (E) Are you aware of any fire, storm, water or ice damage to the property? _____

- (F) Are you aware of any defects (including stains) in flooring or floor coverings? _____

Explain any "yes" answers in section 7, including the location and extent of any problem(s) and any repair or remediation efforts: _____

8. ADDITIONS/ALTERATIONS

	Yes	No	Unk	N/A
A		<input checked="" type="checkbox"/>		
B		<input checked="" type="checkbox"/>		

- (A) Have any additions, structural changes, or other alterations been made to the property during your ownership? Itemize and date all additions/alterations below.

- (B) Are you aware of any private or public architectural review control of the property other than zoning codes? _____

Addition, structural change, or alteration	Approximate date of work	Were permits obtained? (Yes/No/Unknown)	Final inspections/ approvals obtained? (Yes/No/Unknown)

A sheet describing other additions and alterations is attached.

Seller's Initials ELB - 2-18-21 Date 2-18-21 SPD Page 3 of 10 Buyer's Initials _____ / _____ Date _____



Seller's Property Disclosure

Note to Buyer: The PA Construction Code Act, 35 P.S. §7210 et seq. (effective 2004), and local codes establish standards for building and altering properties. Buyers should check with the municipality to determine if permits and/or approvals were necessary for disclosed work and if so, whether they were obtained. Where required permits were not obtained, the municipality might require the current owner to upgrade or remove changed made by the prior owners. Buyers can have the property inspected by an expert in codes compliance to determine if issues exist. Expanded title insurance policies may be available for Buyers to cover the risk of work done to the property by previous owners without a permit or approval.

Note to Buyer: According to the PA Stormwater Management Act, each municipality must enact a Storm Water Management Plan for drainage control and flood reduction. The municipality where the property is located may impose restrictions on impervious or semi-pervious surfaces added to the property. Buyers should contact the local office charged with overseeing the Stormwater Management Plan to determine if the prior addition of impervious or semi-pervious areas, such as walkways, decks, and swimming pools, might affect your ability to make future changes.

9. WATER SUPPLY

	Yes	No	Unk	N/A
1	✓			
2		✓		
3		✓		
4		✓		
5		✓		
6		✓		
7		✓		
8				
1		✓		
2				
1				✓
2				✓
3				✓
4				✓
5				✓
1				✓
2		✓		
3		✓		
1			✓	
2			✓	
1		✓		
2		✓		

(A) **Source.** Is the source of your drinking water (check all that apply):

- Public
- A well on the property
- Community water
- A holding tank
- A cistern
- A spring
- Other _____

8. No water service (explain): _____

(B) **Bypass Valve** (for properties with multiple sources of water)

- Does your water source have a bypass valve?
- If "yes," is the bypass valve working?

(C) **Well**

- Has your well ever run dry?
- Depth of Well _____
- Gallons per minute _____, measured on (date) _____
- Is there a well used for something other than the primary source of drinking water?
- If there is an unused well, is it capped?

(D) **Pumping and Treatment**

- If your drinking water source is not public, is the pumping system in working order? If "no," explain: _____
- Do you have a softener, filter, or other treatment system?
- Is the softener, filter, or other treatment system leased? From whom? _____

(E) **General**

- When was your water last tested? _____ Test results: _____
- Is the water system shared? With whom? _____

(F) **Issues**

- Are you aware of any leaks or other problems, past or present, relating to the water supply, pumping system, and related items?
- Have you ever had a problem with your water supply?

Explain any "yes" answers in section 9, including the location and extent of any problem(s) and any repair or remediation efforts: _____

10. SEWAGE SYSTEM

	Yes	No	Unk	N/A
1				
2				
3				
1				
2				
3				
4				

(A) **General**

- Is your property served by a sewage system (public, private or community)?
- If no, is it due to availability or permit limitations?
- When was the sewage system installed (or date of connection, if public)? 20+ yrs. ago

(B) **Type** Is your property served by:

- Public (if "yes," continue to D through G below)
- Community (non-public)
- An individual on-lot sewage disposal system
- Other, explain: _____

Seller's Initials EVB Date 2-18-21 SPD Page 4 of 10 Buyer's Initials _____ / _____ Date _____



Seller's Property Disclosure

	Yes	No	Unk	N/A
1		✓		
2				
3		✓		
4		✓		
5		✓		
6		✓		
7		✓		
8		✓		
1				
2		✓		
3		✓		
4		✓		
5				✓
6				✓
7				✓
1		✓		
2		✓		
1		✓		
2		✓		
1		✓		
2		✓		

(C) Individual On-lot Sewage Disposal System. Is your sewage system (check all that apply):

1. Within 100 feet of a well
2. Subject to a ten-acre permit exemption
3. A holding tank
4. A drainfield
5. Supported by a backup or alternate drainfield, sandmound, etc.
6. A cesspool
7. Shared
8. Other, explain: we have public sewer

(D) Tanks and Service

1. Are there any metal/steel septic tanks on the Property?
2. Are there any cement/concrete septic tanks on the Property?
3. Are there any fiberglass septic tanks on the Property?
4. Are there any other types of septic tanks on the Property?
5. Where are the septic tanks located?
6. How often is the on-lot sewage disposal system serviced?
7. When was the on-lot sewage disposal system last serviced?

(E) Abandoned Individual On-lot Sewage Disposal Systems and Septic

1. Are you aware of any abandoned septic systems or cesspools on your property?
2. Have these systems or cesspools been closed in accordance with the municipality's ordinance?

(F) Sewage Pumps

1. Are there any sewage pumps located on the property?
2. What type(s) of pump(s)?
3. Are pump(s) in working order?
4. Who is responsible for maintenance of sewage pumps?

(G) Issues

1. Is any waste water piping not connected to the septic/sewer system?
2. Are you aware of any past or present leaks, backups, or other problems relating to the sewage system and related items?

Explain any "yes" answers in section 10, including the location and extent of any problem(s) and any repair or remediation efforts:

	Yes	No	Unk	N/A
1				
2				
3				
4				
5				
6				
7				
B				

11. PLUMBING SYSTEM

(A) Material(s). Are the plumbing materials (check all that apply):

1. Copper ✓
2. Galvanized
3. Lead
4. PVC ✓
5. Polybutylene pipe (PB)
6. Cross-linked polyethylene (PEX)
7. Other

(B) Are you aware of any problems with any of your plumbing fixtures (e.g., including but not limited to: kitchen, laundry, or bathroom fixtures; wet bars; exterior faucets; etc.)?

If "yes," explain:

12. DOMESTIC WATER HEATING

(A) Type(s). Is your water heating (check all that apply):

1. Electric ✓
2. Natural gas
3. Fuel oil
4. Propane
5. Solar
6. Geothermal
7. Other:
8. Is your water heating a summer-winter hook-up (integral system, hot water from the boiler, etc.)?

(B) How many water heaters are there? one When were they installed? 2013

(C) Are you aware of any problems with any water heater or related equipment?

If "yes," explain:

	Yes	No	Unk	N/A
1				
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8	✓			
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Seller's Initials E Bque Date 2-18-21 SPD Page 5 of 10 Buyer's Initials _____ / _____ Date _____



Seller's Property Disclosure

13. HEATING SYSTEM

	Yes	No	Unk	N/A
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Seller's Property Disclosure

	Yes	No	Unk	N/A
B				
C		<input checked="" type="checkbox"/>		
P				

(B) What is the system amperage? 200 AMPs

(C) Are you aware of any knob and tube wiring in the home?

Are you aware of any problems or repairs needed in the electrical system? If "yes," explain:

16. OTHER EQUIPMENT AND APPLIANCES

This section must be completed for each item that will, or may, be sold with the property. **The fact that an item is listed does not mean it is included in the Agreement of Sale.** Terms of the Agreement of Sale negotiated between Buyer and Seller will determine which items, if any, are included in the purchase of the Property.

Item	Yes	No	Item	Yes	No
Electric garage door opener	<input checked="" type="checkbox"/>		Trash compactor		<input checked="" type="checkbox"/>
Garage transmitters	<input checked="" type="checkbox"/>		Garbage disposal	<input checked="" type="checkbox"/>	
Keyless entry		<input checked="" type="checkbox"/>	Stand-alone freezer		<input checked="" type="checkbox"/>
Smoke detectors	<input checked="" type="checkbox"/>		Washer	<input checked="" type="checkbox"/>	
Carbon monoxide detectors		<input checked="" type="checkbox"/>	Dryer	<input checked="" type="checkbox"/>	
Security alarm system		<input checked="" type="checkbox"/>	Intercom		<input checked="" type="checkbox"/>
Interior fire sprinklers		<input checked="" type="checkbox"/>	Ceiling fans	<input checked="" type="checkbox"/>	
In-ground lawn sprinklers		<input checked="" type="checkbox"/>	A/C window units		<input checked="" type="checkbox"/>
Sprinkler automatic timer			Awnings		<input checked="" type="checkbox"/>
Swimming pool		<input checked="" type="checkbox"/>	Attic fan(s)		<input checked="" type="checkbox"/>
Hot tub/spa		<input checked="" type="checkbox"/>	Satellite dish		<input checked="" type="checkbox"/>
Deck(s)		<input checked="" type="checkbox"/>	Storage shed	<input checked="" type="checkbox"/>	
Pool/spa heater		<input checked="" type="checkbox"/>	Electric animal fence		<input checked="" type="checkbox"/>
Pool/spa cover		<input checked="" type="checkbox"/>	Other:		
Whirlpool/tub		<input checked="" type="checkbox"/>	1.		
Pool/spa accessories		<input checked="" type="checkbox"/>	2.		
Refrigerator(s)	<input checked="" type="checkbox"/>		3.		
Range/oven	<input checked="" type="checkbox"/>		4.		
Microwave oven	<input checked="" type="checkbox"/>		5.		
Dishwasher	<input checked="" type="checkbox"/>		6.		

Are you aware of any problems or repairs needed regarding any item in section 16? If "yes," explain:

17. LAND/SOILS

(A) Property

	Yes	No	Unk	N/A
1		<input checked="" type="checkbox"/>		
2		<input checked="" type="checkbox"/>		
3		<input checked="" type="checkbox"/>		
4		<input checked="" type="checkbox"/>		

- Are you aware of any fill or expansive soil on the property?
- Are you aware of any sliding, settling, earth movement, upheaval, subsidence, sinkholes or earth stability problems that have occurred on or affect the property?
- Are you aware of sewage sludge (other than commercially available fertilizer products) being spread on the property, or have you received written notice of sewage sludge being spread on an adjacent property?
- Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations that might affect this property?

Note to Buyer: The property may be subject to mine subsidence damage. Maps of the counties and mines where mine subsidence damage may occur and mine subsidence insurance are available through: Department of Environmental Protection, Mine Subsidence Insurance Fund, 25 Technology Drive, California Technology Park, Coal Center, PA 15423 (800) 922-1678 (within Pennsylvania) or (724) 769-1100 (outside Pennsylvania).

Seller's Initials E & B Date 2-18-21 SPD Page 7 of 10 Buyer's Initials _____ / _____ Date _____



Seller's Property Disclosure

(B) Preferential Assessment and Development Rights

Is the property, or a portion of it, preferentially assessed for tax purposes, or subject to limited development rights under the:

1. Farmland and Forest Land Assessment Act - 72 P.S. §5490.1 et seq. (Clean and Green Program)
2. Open Space Act - 16 P.S. §11941 et seq.
3. Agricultural Area Security Law - 3 P.S. §901 et seq. (Development Rights)
4. Any other law/program: _____

Note to Buyer: Pennsylvania has enacted the Right to Farm Act (3 P.S. § 951-957) in an effort to limit the circumstances under which agricultural operations may be subject to nuisance suits or ordinances. Buyers are encouraged to investigate whether any agricultural operations covered by the Act operate in the vicinity of the property.

(C) Property Rights

Are you aware of the transfer, sale and/or lease of any of the following property rights (by you or a previous owner of the property):

1. Timber
2. Coal
3. Oil
4. Natural gas
5. Other minerals or rights (such as farming rights, hunting rights, quarrying rights) Explain: _____

Note to Buyer: Before entering into an agreement of sale, Buyer can investigate the status of these rights by, among other means, engaging legal counsel, obtaining a title examination of unlimited years and searching the official records in the county Office of the Recorder of Deeds, and elsewhere. Buyer is also advised to investigate the terms of any existing leases, as Buyer may be subject to terms of those leases.

Explain any "yes" answers in section 17: _____

	Yes	No	Unk	N/A
1		✓		
2				
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18. FLOODING, DRAINAGE AND BOUNDARIES

(A) Flooding/Drainage

1. Is any part of this property located in a wetlands area?
2. Is the property, or any part of it, designated a Special Flood Hazard Area (SFHA)?
3. Do you maintain flood insurance on this property?
4. Are you aware of any past or present drainage or flooding problems affecting the property?
5. Are you aware of any drainage or flooding mitigation on the property?
6. Are you aware of the presence on the property of any man-made feature that temporarily or permanently conveys or manages storm water, including any basin, pond, ditch, drain, swale, culvert, pipe or other feature?
7. If "yes", are you responsible for maintaining or repairing that feature which conveys or manages storm water for the property?

Explain any "yes" answers in section 18(A), including dates and extent of flooding and the condition of any man-made storm water management features: _____

(B) Boundaries

1. Are you aware of any encroachments, boundary line disputes, or easements affecting the property?

Note to Buyer: Most properties have easements running across them for utility services and other reasons. In many cases, the easements do not restrict the ordinary use of the property, and Seller may not be readily aware of them. Buyers may wish to determine the existence of easements and restrictions by examining the property and ordering an Abstract of Title or searching the records in the Office of the Recorder of Deeds for the county before entering into an agreement of sale.

2. Do you access the property from a private road or lane?
3. If "yes," do you have a recorded right of way or maintenance agreement?
4. Are you aware of any shared or common areas (driveways, bridges, docks, walls, etc.) or maintenance agreements?

Explain any "yes" answers in section 18(B): _____

	Yes	No	Unk	N/A
1		✓		
2		✓		
3		✓		
4		✓		
5		✓		
6		✓		
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Seller's Initials EJB Date 2-18-21 SPD Page 8 of 10 Buyer's Initials _____ / _____ Date _____



Seller's Property Disclosure

19. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

	Yes	No	Unk	N/A
1		<input checked="" type="checkbox"/>		
2		<input checked="" type="checkbox"/>		
1		<input checked="" type="checkbox"/>		
2		<input checked="" type="checkbox"/>		

(A) Mold and Indoor Air Quality (other than radon)

- Are you aware of any tests for mold, fungi, or indoor air quality in the property?
- Other than general household cleaning, have you taken any efforts to control or remediate mold or mold-like substances in the property?

Note to Buyer: Individuals may be affected differently, or not at all, by mold contamination. If mold contamination or indoor air quality is a concern, buyers are encouraged to engage the services of a qualified professional to do testing. Information on this issue is available from the United States Environmental Protection Agency and may be obtained by contacting IAQ INFO, P.O. Box 37133, Washington, D.C. 20013-7133, 1-800-438-4318.

(B) Radon

- Are you aware of any tests for radon gas that have been performed in any buildings on the property? If "yes," list date, type, and results of all tests below:

	First Test	Second Test
Date	_____	_____
Type of Test	_____	_____
Results (picocuries/liter)	_____	_____
Name of Testing Service	_____	_____

- Are you aware of any radon removal system on the property? If "yes," list date installed and type of system, and whether it is in working order below:

Date Installed	Type of System	Provider	Working?
_____	_____	_____	_____

(C) Lead Paint

If property was constructed, or if construction began, before 1978, you must disclose any knowledge of, and records and reports about, lead-based paint on the property.

- Are you aware of any lead-based paint or lead-based paint hazards on the property?
- Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the property?

(D) Tanks

- Are you aware of any existing or removed underground tanks? Size: _____
- If "yes," have any tanks been removed during your ownership?

(E) Dumping. Are you aware of any dumping on the property?

(F) Other

- Are you aware of any existing hazardous substances on the property (structure or soil) such as, but not limited to, asbestos or polychlorinated biphenyls (PCBs)?
- Have you received written notice regarding the presence of an environmental hazard or bio-hazard on your property or any adjacent property?
- Are you aware of testing on the property for any other hazardous substances or environmental concerns?
- Are you aware of any other hazardous substances or environmental concerns that might impact upon the property?

Explain any "yes" answers in section 19: _____

20. MISCELLANEOUS

(A) Deeds, Restrictions and Title

- Are you aware of any deed restrictions that apply to the property?
- Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the property?
- Are you aware of any reason, including a defect in title, that would prevent you from giving a warranty deed or conveying title to the property?

(B) Financial

- Are you aware of any public improvement, condominium or homeowner association assessments against the property that remain unpaid or of any violations of zoning, housing, building, safety or fire ordinances or other use restriction ordinances that remain uncorrected?
- Are you aware of any mortgage, judgment, encumbrance, lien, overdue payment on a support obligation, or other debt against this property or Seller that cannot be satisfied by the proceeds of this sale?
- Are you aware of any insurance claims filed relating to the property?

	Yes	No	Unk	N/A
1		<input checked="" type="checkbox"/>		
2		<input checked="" type="checkbox"/>		
1		<input checked="" type="checkbox"/>		
2		<input checked="" type="checkbox"/>		
E		<input checked="" type="checkbox"/>		
1		<input checked="" type="checkbox"/>		
2		<input checked="" type="checkbox"/>		
3		<input checked="" type="checkbox"/>		
4		<input checked="" type="checkbox"/>		

	Yes	No	Unk	N/A
1		<input checked="" type="checkbox"/>		
2		<input checked="" type="checkbox"/>		
3		<input checked="" type="checkbox"/>		
1		<input checked="" type="checkbox"/>		
2		<input checked="" type="checkbox"/>		
3		<input checked="" type="checkbox"/>		

Seller's Initials E J B Date 2-18-21 SPD Page 9 of 10 Buyer's Initials _____ / _____ Date _____



Seller's Property Disclosure

	Yes	No	Unk	N/A
1		X		
2		X		
1		X		

(C) Legal

1. Are you aware of any violations of federal, state, or local laws or regulations relating to this property?
2. Are you aware of any existing or threatened legal action affecting the property?

(D) Additional Material Defects

1. Are you aware of any material defects to the property, dwelling, or fixtures which are not disclosed elsewhere on this form?

Note to Buyer: A material defect is a problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is at or beyond the end of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.

2. After completing this form, if Seller becomes aware of additional information about the property, including through inspection reports from a buyer, the Seller must update the Seller's Property Disclosure Statement and/or attach the inspection(s). These inspection reports are for informational purposes only.

Explain any "yes" answers in section 20: _____

21. ATTACHMENTS

(A) The following are part of this Disclosure if checked:

- Seller's Property Disclosure Statement Addendum (PAR Form SDA)
- _____
- _____
- _____

The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete to the best of Seller's knowledge. Seller hereby authorizes the Listing Broker to provide this information to prospective buyers of the property and to other real estate licensees. **SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS STATEMENT.** Seller shall cause Buyer to be notified in writing of any information supplied on this form which is rendered inaccurate by a change in the condition of the property following completion of this form.

SELLER X Ethelene Byers DATE X 2-18-21
 SELLER X Linda J. Byers DATE X 2-18-21
 SELLER _____ DATE _____

EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

According to the provisions of the Real Estate Seller Disclosure Law, the undersigned executor, administrator or trustee is not required to fill out a Seller's Property Disclosure Statement. The executor, administrator or trustee, must, however, disclose any known material defect(s) of the property.

DATE _____

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

The undersigned Buyer acknowledges receipt of this Disclosure Statement. Buyer acknowledges that this Statement is not a warranty and that, unless stated otherwise in the sales contract, Buyer is purchasing this property in its present condition. It is Buyer's responsibility to satisfy himself or herself as to the condition of the property. Buyer may request that the property be inspected, at Buyer's expense and by qualified professionals, to determine the condition of the structure or its components.

BUYER _____ DATE _____
 BUYER _____ DATE _____
 BUYER _____ 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 1270 2ND AVE, CHAMBERSBURG, PA 17202

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 **May 24, 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 **Franklin** 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.

(SEAL)

Dated: _____

Seller

(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

1270 2ND AVE, CHAMBERSBURG, PA 17202 for the purchase price of \$ _____ subject to the foregoing conditions of sale with which I/we agree to comply.



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** (payments of \$10,000 and above require completion of IRS Form 8300)
- 2) **Certified or Cashier's Check** payable to Matthew S. Hurley Auction Co. Inc.
- 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.

Bank Letter of Guarantee

Date: (Date of letter)

To: Matthew S. Hurley Auction Co. Inc
2800 Buchanan Trail East
Greencastle, PA 17225

Re: (Full Name of Customer requesting Letter of Guarantee)

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 Matthew S. Hurley Auction Co. Inc 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
- 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

Mortgage Solutions **F&M TRUST**



Rhetta Martin
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rhetta.martin@f-mtrust.com

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AgChoice Farm Credit
 Cumberland Valley Branch (Chambersburg)
800.554.9055
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Heather Weeks, Doug Corl, Don Chlebowski & Emme Rickabaugh

MID PENN BANK
 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:

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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.

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
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Licensed in MD, PA & WV

1185 Mount Aetna Road
Hagerstown, Maryland 21740
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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.



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Greencastle, PA 17225
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717-597-9100
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866-424-3337

