



# Real Estate Auction BRICK RANCHER WAITING FOR YOUR UPDATED PERSONAL TOUCH! CONVENIENT GREENCASTLE LOCATION MINUTES FROM RT. 11 AND I-81.

WEDNESDAY, APRIL 21, 2021 @ 3:00 PM

90 W WALTER AVE GREENCASTLE, PA 17225

Open House(s): April 10, 2021 @ 1:00 - 2:00 pm April 17, 2021 @ 1:00 - 2:00 pm

#### 717-597-9100 • 301-733-3330 • 866-424-3337 WWW. HURLEYAUCTIONS.COM



March 23, 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 Parcel 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 21, 2021 @ 3:00 pm.

Sincerely,

Matthew S. Hurley

Matt 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, April 10 & 17: 1:00 – 2:00 PM

**General Information:** <u>WELL-MAINTAINED BRICK RANCHER IN CONVENIENT LOCATION!</u> Tons of potential in this Brick Rancher with 3 Bedrooms, 1 Bath, Living Room w/fireplace, Kitchen w/combined dining area, & hardwood floors throughout. Full unfinished basement & 1-car attached garage; Located on 0.25+-Acre lot right off Rt. 11 w/convenient access to shopping, businesses, & I-81. Give it your updated personal touch!

#### This home has the following features:

> Primary Bedroom (oak floor): 11x13

➤ Bedroom 2 (oak floor): 13x9

➤ Bedroom 3 (oak floor): 11x10

> Full Bath (carpet)

Living Room (carpet): 18x16; wood burning fireplace

➤ Kitchen w/ Dining Area (vinyl floor): 19x11; stove, microwave convey

Mudroom: 12x9

Front and Rear Covered Porches: 5x5; 4x5

➤ Basement: full; unfinished; washer/dryer hookups

➤ Attached 1-Car Garage

> Storage Shed

**Year House Built:** Approximately 1962

**Lot Size:** Approximately 0.25+- acres **House:** approximately 1,240 square feet

**Utilities:** 

Water: Public Sewer: Public Heat: Baseboard-circulated hot water; Oil Furnace

**Cooling**: Central A/C

**Location:** Borough of Greencastle, Franklin County, PA

**Zoning:** Call Borough of Greencastle: (717)597-7143

**Taxes:** Approximately \$2,455.00 **Tax ID:** 8-2A60-18

School District: Greencastle-Antrim School District

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

Waynesboro Hospital, Waynesboro



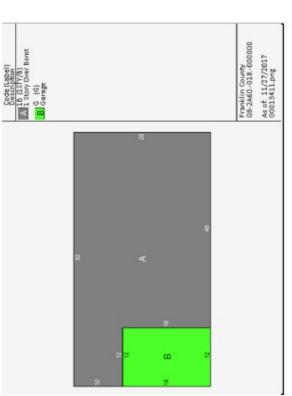
# **Aerial View**





# Tax Parcel View





# IMPROVEMENT INFORMATION

DWELLING: DETACH	DETACH				HEAT DISTRIBUTION: Hot Water	Hot Water
STYLE	Ranch				HEAT SOURCE:	Unknown
BUILT:	1962				COOLING:	
EFF AGE:	28	YEAR(S)			WATER:	
GRADE:	0				SEWER:	
LVNG AREA:	1240	SQFT			GAS:	
STORIES:	-				BSMT %:	100
EXTERIOR:	BRICK				BSMT FIN:	
ROAD TYPE:					TTL RM #:	
SIDEWALK	ON				FULL BATH:	
CLSD PRCH:	ON	AREA:	0	SOFT	HALF BATH:	
ATTCH GAR:	YES	AREA:	216	SOF	FIREPLACE:	
BSMT GAR:	ON	AREA:	0	SOF	BEDS:	

SOFT



LAND BREAKDOWN

PROPERTY NOTES

USE CODE:

PROP TYPE: RESIDENTIAL

RESIDENTIAL 1 FAMILY USE DESC.: TERRAIN:

82FT TYPE: ACTUAL 132FT TYPE: ACTUAL 10824 FT FRONTAGE: SITE SQ FT: DEPTH:

0 ACRE(S) BASE ACRE:

0 ACRE(S) 0 ACRE(S) TILLABLE WOODED: NON TILL:

0.25 ACRE(S) DEED AREA:

Franklin County PA

Web Parcel Mapper PLUS +



#### **Deed**

#### THIS DEED

MADE the 18th day of October, in the year two thousand twelve (2012)

WITNESSETH, that in consideration of other good and valuable considerations and the sum of One (\$1.00) Dollar, in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey, in fee simple, to the said Grantee

ALL the following real estate lying and being situate along the Southerly side of Walter Avenue, in the Borough of Greencastle, Franklin County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the southerly side of Walter Avenue (40 feet wide) at the Northeast corner of Lot No. 3, lands now or formerly of Donald J. Kuszyk and wife; thence by the Southerly side of Walter Avenue, South 53 degrees 25 minutes East, 82½ feet to a point; thence by the Easterly half of Lot No. 5, South 36 degrees 35 minutes West, 132.5 feet to a point; thence by Lots Nos. 31 and 32, North 53 degrees 25 minutes West, 82½ feet to a point; thence by lands now or formerly of Donald J. Kuszyk and wife, North 36 degrees 35 minutes East, 132.5 feet to the place of beginning.

BEING all of Lot No. 4 and the westerly half of Lot No. 5 in Section "A" of the plan of lots laid out for Ray W. Baumgardner, May 29, 1954, by W.B. Marshall, R.E., as revised, a copy of which plan is recorded among the Franklin County Plat Records in Drawer 7 of the Plan Cabinet.

BEING the same real estate conveyed to William H. Wolford and Susan B. Wolford, husband and wife, by deed of William H. Wolford, dated July 17, 2006, and recorded in Franklin County Record Book 3201, Page 371.

#### **TAX PARCEL NO. 08-2A-60-18**

SUBJECT to conditions and restrictions more fully set forth in deed dated November 17, 1962, and recorded November 20, 1962, in Franklin County Deed Book Volume 566, Page 1119.

AND the said Grantors will warrant specially the property hereby conveyed.



#### Restrictions





The above described real estate is conveyed under and subject to the following restrictive covenants which may be enforced against the grantees, their heirs and assigns by a bill in equity as well as by any other remedies at law.

- 1. No building for any human habitation shall be erected nearer than three (3) feet to any side line nor nearer than thirty (30) feet from the curb.
- 2. There shall be reserved for sidewalk along any part of any lot abutting on a street, six (6) feet, said six (6) feet to be used for sidewalk as follows: Six (6) inches next

to the street for curb; eighteen (18) inches next to the curb for grass plot; and the four (4) feet next to the grass plot for sidewalk.

- 3. No dwelling costing less than three thousand (\$3,000.00) dollars shall be permitted on any plot in the tract and the ground floor square-feet area thereof shall not be less than seven hundred and fifty (750) square feet in the case of a one-story structure nor less than six hundred and fifty (650) feet in the case of a one and one-half or a two-story structure.
- 4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected upon that tract shall be at any time used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.
- 5. No noxious or offensive trade shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- 6. No building for livestock shall be erected. No outside toilet or privy shall at any time be erected or maintained upon the real estate hereby conveyed. No cesspool shall be permitted and the disposal of all waste and sewage shall be by means of a septic tank or municipal sewage system; the location of which and of the tiled disposal field to be in accordance with all laws and regulations of local and state health authorities.
- 7. Invalidation of any of these covenants by judgment or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.
- 8. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them.



# **Seller's Property Disclosure**

1 2 1 1 (D)	<ol> <li>Legal         <ol> <li>Are you aware of any violations of federal, state, or local laws property?</li> <li>Are you aware of any existing or threatened legal action affecting the Additional Material Defects</li> </ol> </li> <li>Are you aware of any material defects to the property, dwelling disclosed elsewhere on this form?</li> </ol> <li>Note to Buyer: A material defect is a problem with a residential resist that would have a significant adverse impact on the value of the unreasonable risk to people on the property. The fact that a structurate is at or beyond the end of the normal useful life of such a structuration is not by itself a material defect.</li> <li>After completing this form, if Seller becomes aware of addit property, including through inspection reports from a buyer, Seller's Property Disclosure Statement and/or attach the inspection are for informational purposes only.         <ol> <li>any "yes" answers in section 20:</li> </ol> </li>	property?  ng, or fixtures which are not that property or any portion of the property or that involves an aral element, system or subsystemal element, system or substantial information about the the Seller must update the on(s). These inspection reports
Seller's Property	part of this Disclosure if checked:  Disclosure Statement Addendum (PAR Form SDA)	
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OWNED BY\_

# **Conditions of Public Sale**

CONDITIONS OF PUBLIC SALE OF REAL ESTATE

LO	CATED AT 90 W Walter Ave, Greencastle, PA 17225
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
5.	<u>Forfeiture</u> . 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 <b>Franklin</b> 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. <u>Lead-Based Paint</u> . 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. <u>Home Inspection</u> . 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. <u>Fixtures and Personal Property.</u> 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. <u>Ventilation/Mold</u> . 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. <u>"As Is"</u> . 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 throug 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
9.	inasmuch as they are not required by law.  Financing. Buyer is responsible for obtaining financing, if any, and this contract is in no way contingent upon the availability of financing. The Seller will not
10	pay points, settlement costs, or otherwise render financial assistance to the Buyer in this regard. <u>Dispute Over Handmonies.</u> In the event of a dispute over entitlement of handmoney deposits, the agent holding the deposit may either retain the monies in
10.	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)
Dat	ed: (SEAL)
	Seller
	Telephone No
	AGREEMENT OF BUYER(S)
I/W	<u>e</u>
-	
Tel her	ephone No:eby acknowledge that I/we have become the Buyer(s) of real estate known as
90	W Walter Ave, Greencastle, PA 17225 for the purchase price of \$ subject to the
fore	egoing 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 as 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.







# Real Estate Auction Financing



#### **Brittni Alexis Pereschuk**

Mortgage Loan Originator

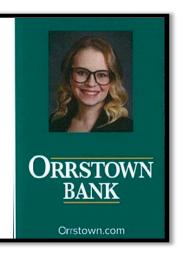
Office: 717-530-2514 Cell: 717-660-0450 Fax: 717-597-8251

bpereschuk@orrstown.com@orrstown.

com

NMLS# 1400678

308 Carolle Street Greencastle, PA 17225









#### 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.







#### Real Estate Settlements



#### Olde Towne Title

It's Not Just a Settlement – It's an Experience!

Our Mission is to provide outstanding and unparalleled service at a fair and reasonable price.

Olde Towne Title has created an experience that cannot be found anywhere else!

Olde Towne Title is conveniently located in Washington and Frederick Counties in order to serve our customers in Maryland and Pennsylvania. We are dedicated to providing service the Olde Fashioned Way. We are an owner-operated company, not a franchise office. Therefore, 100% of our time and attention is concentrated on you, the local community.

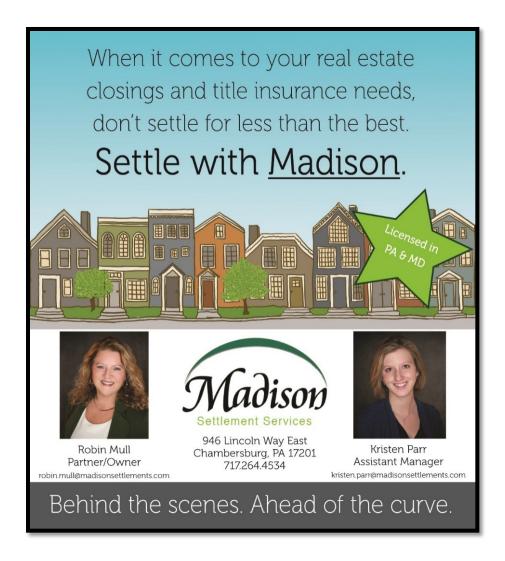
Where you have your settlement is your choice...Choose a Team of Professionals who have your best interest at heart...Choose Olde Towne Title.

Washington County ♦ 1025 Mt. Aetna Rd, Hagerstown, MD 21740 ♦ 301-739-1222 ♦ Hagerstown@ottrocks.com Frederick County ♦ 5900 Frederick Crossing La., Frederick, MD 21704 ♦ 301-695-1880 ♦ Frederick@ottrocks.com





## Real Estate Settlements





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









