

Honesty

Integrity

Hard Work

Professionalism



Real Estate Auction

***SOLD AT \$50,000 OR ABOVE! 109+- UNRESTRICTED
WOODED ACRES! ROLLING TERRAIN, AWESOME TRAILS &
ABUNDANT WILDLIFE!***

THURSDAY, MAY 13, 2021 @ 12:00 PM

109+- ACRES SNAGGY MT
OAKLAND, MD 21550

Open House(s):
May 1, 2021 @ 11:00 - 1:00 pm
May 8, 2021 @ 11:00 - 1:00 pm



April 16, 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
Deed - Snaggy Mt, Oakland
Easement Agreement
Property Survey
Hunting Stand and Trail Locations
Deed - Alpine Lake Lot 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. This auction will close online only on Thursday, May 13, 2021 @ 12:00 pm. Please register at www.HurleyAuctions.com.

Sincerely,

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: \$10,000 in certified funds day of auction. Announcements made on day of sale take precedence over all printed material. The property is being sold with a Right of First Refusal to be exercised in 10 days from notice being sold. If right of first refusal is not exercised, Buyer will have 30 days following the right of first refusal being declined for settlement. If the event the right of first refusal is exercised, Buyer's \$10,000 deposit is returned within 7 days. (See Payment & Financing page for detailed info.)

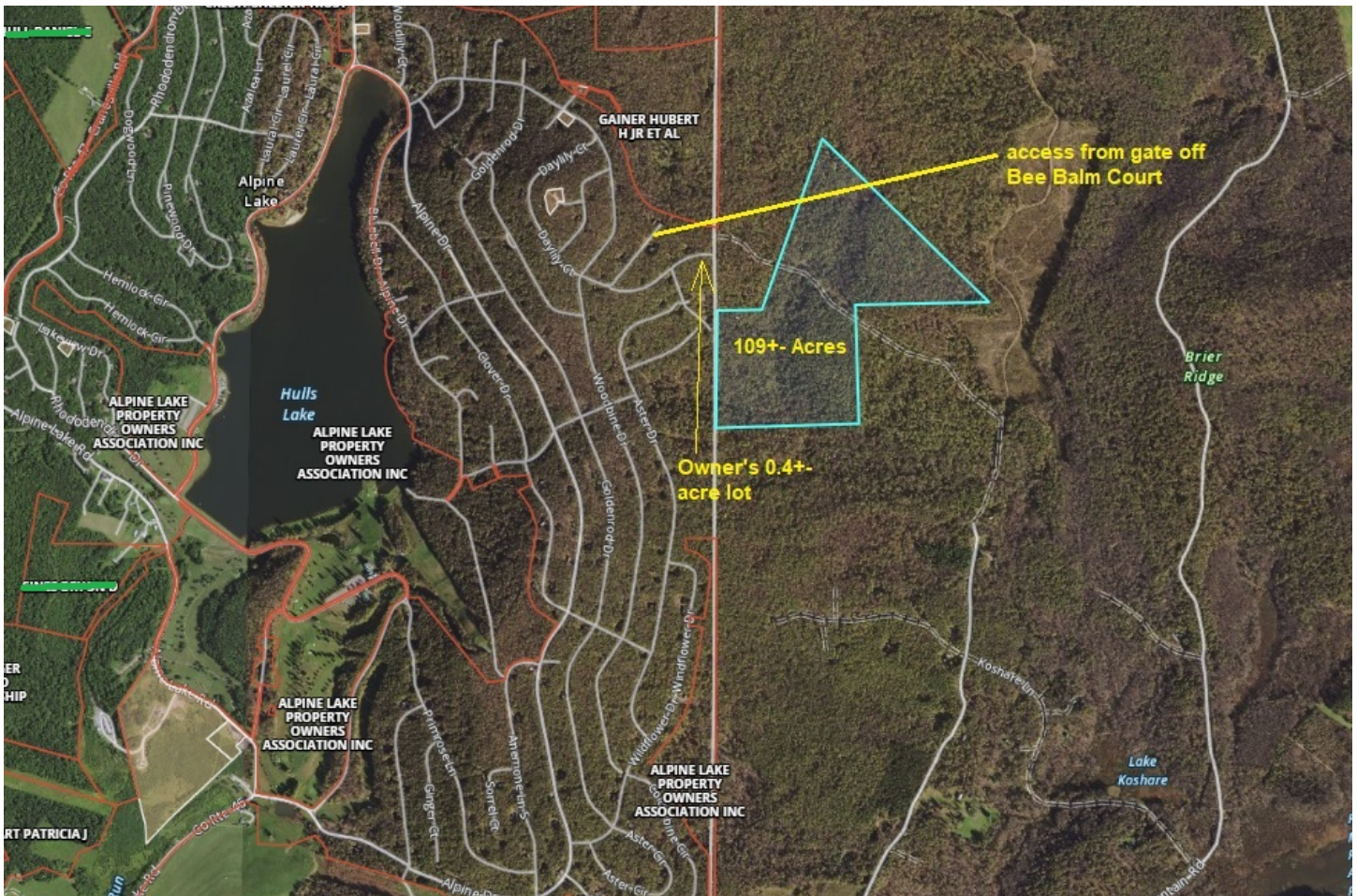
Closing Location: As agreed upon by the buyer and seller.

Buyer possession: Buyer will have immediate possession upon closing.

Rep on Site: Saturday, May 1 & 8, 2021: 11:00 AM – 1:00 PM ; potential Buyers may use their ATVs for viewing - a signed waiver is required

General Information: ***SELLS TO HIGHEST BIDDER @ \$50,000 OR ABOVE!*** Incredible 109+- Unrestricted, surveyed wooded acres for all your recreational & hunting needs! Rolling terrain, groomed trails, open hardwoods, thick laurel, winding stream, & abundant wildlife! Bear, Deer, Turkey, Fox & more! Turnkey property w/QDMA management in place w/food plots & fruit trees; All hunting stands/blinds convey; Also conveying in sale-Lot 40-0.37+-Acres, Alpine Lake Resort; 109+-acre parcel does not have road frontage. Contact office for more information on right of way.

[CLICK HERE FOR PROPERTY SURVEY](#)



Tax ID: 1214014217 **Lot Size:** 109+-Acres

Location: Oakland, Garrett County, MD

Zoning: Call Garrett County Planning: (301) 334-1920

Taxes & Fees: Approximately \$1,366.00

Local Hospital: Garrett Regional Medical Center, Oakland

Additional Lot: As part of this sale, seller will be including his 0.37+-acre Lot, Lot 40, Bern Section at the end of Day Lily Court within Alpine Lake Resort. This conveyance will allow a buyer access into the resort, as well as all the amenities of the resort (golf, lake, pool, lodge, restaurant, etc.-current annual HOA fee of \$890). Seller's current access from Alpine Lake to the deeded 30' foot ROW on Burchinal Rd does not transfer to a new buyer.

This property has the following features:

- Stocked Lake
- Golf Course
- Restaurant & Lodge
- Indoor pool/fitness center
- Mini Golf
- Tennis Courts

Tax ID: 39-07-026J-0024-0000 **Taxes & Fees:** \$47.70

HOA documents & handbook: visit <https://alpinelake.com/find-your-peace/> & scroll to the bottom of the page



Streams & Waterfall through property

Abundant Wildlife





Castle Rock - part of a Stage Coach route, travelers would camp overnight in these rock formations



Property Complete w/Hunting Stands & Trail Access Throughout





Deed - Snaggy Mt, Oakland

LIBER 1653 PAGE 0147

IMP FD SURCHG	40.00
RECORDING FEE	20.00
TOTAL	60.00
Res# CAB1	Rcpt # 85243
SRB 4317	Blk # 1043
Apr 12, 2012	03:54 PM

THIS DEED, Made this 2nd day of April, 2012, by and between **TIMOTHY J. KVECH**, Grantor, and **TIMOTHY J. KVECH** and **DIANNE M. KVECH**, husband and wife, Grantees.

WITNESSETH, the Grantor has granted and bargained and by these presents does hereby grant, bargain, and convey unto the said Grantees, as tenants by the entireties, their heirs, personal representatives and assigns, all those lots or parcels of land situate in Election District No. 14, of Garrett County, Maryland, which are known and designated as Military Lot Nos. 1245 and 1247, containing 50 acres each, and being the same which were conveyed unto Freeman W. Sines and Grace M. Sines, his wife, by deed from Earl Schrock and Jean Schrock, his wife, dated November 16, 1957, and recorded in Liber R.L.D. No. 207, folio 160, one of the Land Records of Garrett County, Maryland, and being also one of the properties which was conveyed by the said Freeman W. Sines and Grace M. Sines, his wife, to W. Dwight Stover and Ernest Ray Jones, Trustees, by deed dated January, 1959 and recorded in Liber 214, page 517, and further conveyed by W. Dwight Stover and Ernest Ray Jones, Trustees to Grace M. Sines by deed dated January 9, 1959 and recorded in Liber 214, page 521, all among the Land Records of Garrett County, Maryland, and further the same property conveyed by Vernon W. Sines, Personal Representative of the Estate of Grace M. VanSickle, aka Grace M. Sines to the Grantor herein by deed dated March 9, 2012, and recorded in Liber 1647, page 21, one of the said Land Records.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above granted property, with all and singular the appurtenances thereto unto the said Timothy J. Kvech and Dianne M. Kvech, husband and wife, as tenants by the entireties, their heirs, personal representatives and assigns, forever in fee simple.

AND the Grantor covenants that he will warrant specially the property hereby granted and conveyed and that he will execute such other and further assurances of said land as may be requisite.

WITNESS my hand and seal the day and year first above written.



Easement Agreement

EASEMENT AGREEMENT

This Easement Agreement ("Agreement"), made this 29th day of March, 2016 by and between, Hubert H. Gainer, Jr., Thomas J. Corder, Karl Shaffer, Max Chevalier, Jacob E. Beigel, Jr., and Susan E. Beigel, Murl A. Wright and Steven B. Wright, (hereinafter collectively "Grantors"), and Timothy J. Kvech and Dianne M. Kvech, husband and wife, Lessees (hereinafter "Kvechs").

WHEREAS, Kvechs own Military Lot Nos. 1245 and 1247, which are contiguous to each other, containing approximately 50 acres each, situate in Election District No. 14, of Garrett County, Maryland, by deeds recorded in the Land Records of Garrett County in Liber 1647 at Page No 21, and also in Liber 1653 at Page No. 147 (hereinafter collectively "Maryland Tracts") as depicted and shown on that certain Plat of Survey for Timothy J. & Diane M. Kvech, Election District No. 14, dated May 4, 2012, Rev. March 16, 2016, prepared by Floyd E. Bargy, Jr., WV LLS #760, MD PLS # 20015, of Thrasher Engineering, which said map or plat is attached hereto as Exhibit A and incorporated herein by reference for descriptive and all other pertinent purposes; and

WHEREAS, Grantors are the current owners of certain real property situate in the Portland District of Preston County, West Virginia, described in deeds recorded in the Office of the Clerk of the County Commission of Preston County, West Virginia, in Deed Book 339 at Pages 441, Deed Book 347 at Pages 314 and 317, and Deed Book 359 at Page 432 (hereinafter "Servient Estate"); and

WHEREAS, Grantors acquired their various and respective interests in the Servient Estate by inheritance, devise and certain deeds of record in said Clerk's Office; and

WHEREAS, Alpine Lake Property Owners Association, Inc., a West Virginia non-profit corporation, Lessor (hereinafter "Association") has entered into certain record agreements permitting Kvechs vehicular and pedestrian access through Alpine Lake Subdivision (hereinafter "Alpine Lake") and then over and across a roadway extending from Alpine Lake to the boundary between the State of Maryland and the State of West Virginia (hereinafter "Association Agreements"); and

WHEREAS, one of the roadways Kvechs are permitted to use pursuant to the Association Agreements is situate partially on lands owned by Association and partially on the Servient Estate with the centerline of said roadway forming the boundary between Alpine Lake and the Servient Estate as more particularly depicted and shown on that certain Plat of Right of Way for Timothy J. and Diane M. Kvech, Portland District, dated May 4, 2012, Rev. March 16, 2016, prepared by Floyd E. Bargy, Jr., WV LLS #760, MD PLS # 20015, of Thrasher Engineering; which said map or plat is attached hereto as Exhibit B and incorporated herein by reference for descriptive and all other pertinent purposes; and

WHEREAS, Grantors have agreed to grant to Kvechs a non-exclusive right-of-way or easement to utilize the portion of the Road depicted and shown on Exhibit B to the extent the same is situate on the Servient Estate.

WITNESSETH, that for and in consideration of the sum of ten (\$10.00) dollars, cash in hand paid, and the covenants, conditions, and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, Grantors do hereby grant and convey to Kvechs, subject to such covenants, conditions, and agreements hereinafter set forth, a non-exclusive right-of-way or easement ("Easement") ten (10) feet in equal and uniform width as measured at all points perpendicular to and on each side of the centerline of Burchinal Road as said centerline is depicted and



Easement Agreement

shown on **Exhibit B**. The centerline of Burchinal Road is the southern boundary of the Servient Estate and also the southern boundary of the Easement, and is more particularly bounded and described as follows:

Beginning at a point in the centerline of Burchinal Road and in the Maryland-West Virginia State line being North 1°58'43" East 25.72 feet from a concrete state line monument; thence with the centerline of Burchinal Road and the lines between parcels owned by Hubert H. Gainer Jr. Et. Al. (Tax Map 27, Parcel 2, Deed Book 654, Page 551) and Alpine Lake Property Owners (Tax Map 27, Parcel 3, Deed Book 487, Page 434) for seven courses North 76°42'35" West 73.15 feet to a point; thence North 85°24'46" West 84.44 feet to a point; thence North 72°13'52" West 28.76 feet to a point; thence North 58°50'52" West 62.77 feet to a point; thence North 73°31'17" West 194.38 feet to a point; thence North 69°34'07" West 93.20 feet to a point; thence North 66°13'59" West 60.46 feet to a point, being North 23°46'01" East 15.00 feet from a 5/8" rebar found at the northwestern end of Beebalm Court (thirty foot right-of-way), all as more particularly depicted and shown on that certain Plat of Right of Way for Timothy J. and Diane M. Kvech, dated May 4, 2012, prepared by Floyd E. Bargy, Jr., WV LLS #760, MD PLS # 20015, of Thrasher Engineering, which said map or plat is attached as **Exhibit B** and incorporated herein by reference for descriptive and all other pertinent purposes.

The Easement is granted ten (10) feet on each side of the centerline of Burchinal Road to assure that the Easement includes all of Burchinal Road situate on or within the boundaries of the lands of Grantors. Nothing herein shall be construed to purport to grant any right-of-way or easement over or across other unrelated tracts or parcels of land in which the Grantors own no interest.

Subject to the restrictions set forth below, the Easement is for all legal purposes including, but not limited to, vehicular and pedestrian ingress, egress, regress and access over and across the Servient Estate through the State of West Virginia to the Maryland Tracts. The Easement ends at the State line at real property owned by Grantors (or some of them) in the State of Maryland identified on Exhibits A and B as "CARL J. MATHEWS ETAL TM 64 PAR 5 DB 1051 PG 381" (hereinafter "Mathews Tract"). The parties expressly acknowledge and agree that a right-of-way or easement is also being conveyed in the State of Maryland affording access from the Easement through the Mathews Tract to the Maryland Tracts as depicted on **Exhibit C** and that the Easement is for the foregoing purposes an appurtenance to the Maryland Tracts running with the land. Notwithstanding anything herein contained to the contrary, the southern boundary of the Easement is and shall be the boundary between the Servient Estate and Alpine Lake and it is the express intent of the Grantors to not except or reserve any strip or gore separating the Easement from Alpine Lake.

The Easement is governed by the following restrictions:

1. No hunting may occur in or from the boundaries of the Easement;
2. No motor vehicle may be operated within the easement except: a) vehicles permitted on the public roads of the State of West Virginia; b) farm equipment; c) construction equipment; and d), so-called "four wheelers" (ATVs and/or UTV's) and snowmobiles;
3. The Easement may not be used for: a) commercial removal of timber or coal from the Maryland Tracts; b) extraction of any other minerals from the Maryland Tracts; or c) access to the Maryland Tracts for commercial businesses;



Easement Agreement

4. Kvechs shall maintain the surface of the Easement in a condition suitable for Kvech's use and Grantors shall have no right to dictate the standard of such maintenance or to contribute to the cost of same; and
- 5 Kvechs may improve the surface of the Easement as a dirt, stone or gravel road but they will not cause the same to be paved with concrete or asphalt.

Kvechs each covenant and agree to save harmless Grantors from any loss, cost, expense, injury, claim, charge, and liability of any and every kind and nature whatsoever, whenever arising, incurred, or suffered by the Grantors resulting from use of the Easement by Kvechs and their contractors, agents, guests, invitees, and licensees, excepting trespassers. Grantors each covenant and agree to save harmless Kvechs from any loss, cost, expense, injury, claim, charge, and liability of any and every kind and nature whatsoever, whenever arising, incurred, or suffered by the Kvechs resulting from use of the site of the Easement by Grantors and their contractors, agents, guests, invitees, and licensees, excepting trespassers.

All recitations set forth herein are incorporated by reference.

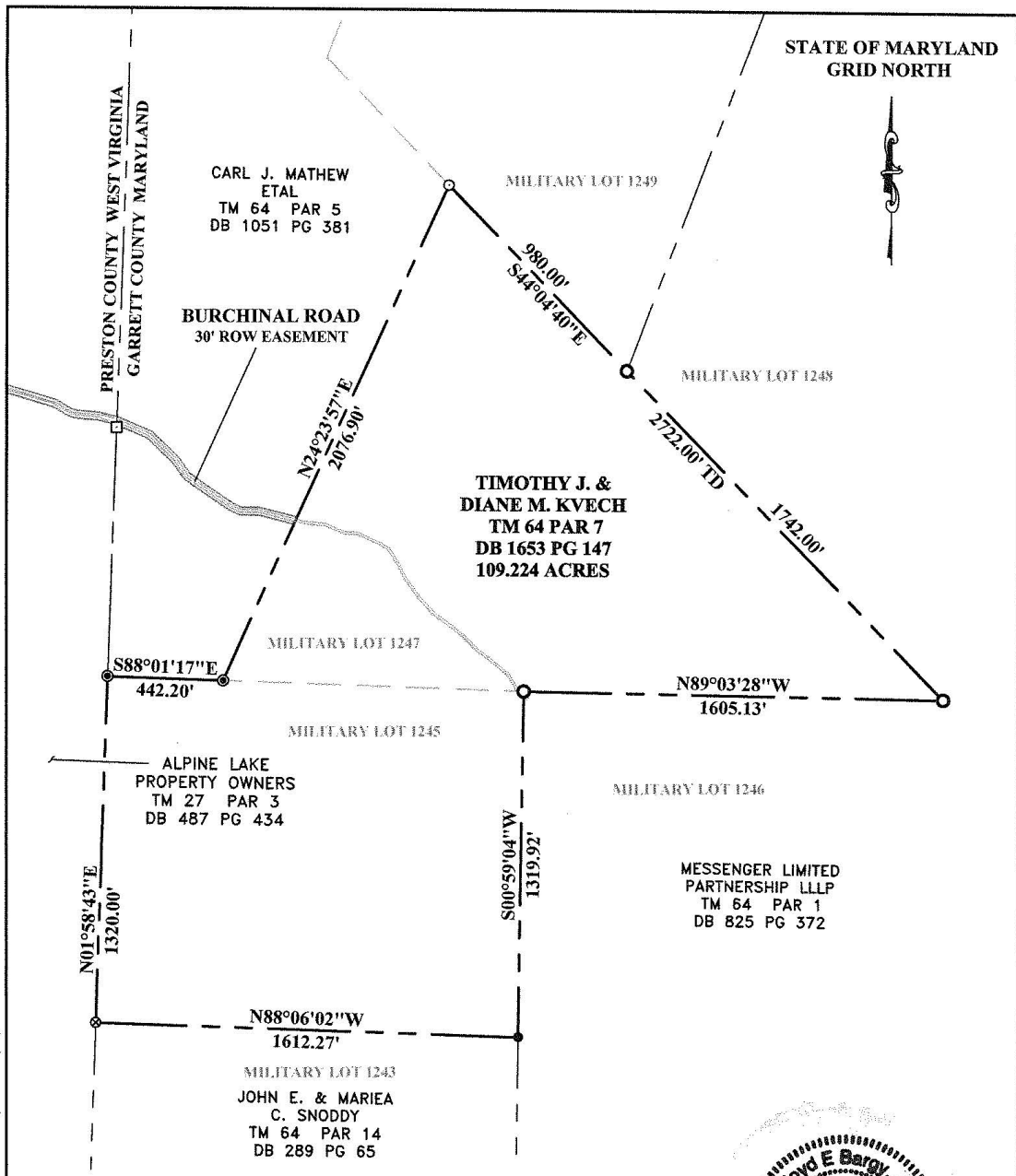
DECLARATION OF CONSIDERATION OR VALUE

The Grantors herein declare that the total consideration paid for the Easement is less than One Hundred Dollars.

WITNESS the following signatures each by separate page after Exhibits:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Property Survey



PLOT DATE/TIME: 5/4/2012 - 11:12am

CAD FILE: R:\50-1268 Tim Kvech\Drawing\Plot of Survey.dwg

SURVEYOR'S CERTIFICATE

TO THE BEST OF MY KNOWLEDGE AND BELIEF THE INFORMATION AND LOCATIONS HEREON ARE ACCURATE AND CORRECT AND WERE OBTAINED BY ACTUAL FIELD SURVEY IN CONJUNCTION WITH THE LAND RECORDS OF THE SAID COUNTY, AND THAT THERE ARE NO ENCROACHMENTS UNLESS OTHERWISE NOTED.

Floyd E. Barge, Jr.
 FLOYD E. BARGE, JR.
 WV LLS #760
 MD PLS #20015



<div>LEGEND/ABBREVIATIONS</div> <div>⊙ = 1/2" REBAR SET</div> <div>○ = NAIL SET IN ROCK</div> <div>⦿ = 3/4" REBAR FOUND</div> <div>● = 5/8" REBAR FOUND</div> <div>⊗ = PAINTED STONE FOUND</div> <div>⊠ = MONUMENT</div>	<div>TAX MAP</div> <div>64</div>		<div>PLAT OF SURVEY</div> <div>for</div> <div>TIMOTHY J. & DIANE M. KVECH</div> <div>ELECTION DISTRICT NO. 14</div> <div>GARRETT COUNTY</div> <div>MARYLAND</div> <div>SCALE: 1" = 500'</div> <div>DATE: MAY 4, 2012</div>				
	<div>PARCEL No.</div> <div>7</div>						
	<div>JOB. No.</div> <div>50-1268</div>						
<div>THRASHER</div> <div>ENGINEERING</div> <div>3000 THAYER CENTER</div> <div>OAKLAND, MD 21550</div> <div>PHONE 301-334-3866</div>			<div>OWNER: KVECH</div>		<div>R:\50-1268 TIM KVECH\DRAWING</div>		
			<div>REFERENCE: 1653/ 147</div>		<div>DRAWN: FEB</div>	<div>SURVEY: FB</div>	<div>BK:</div>



Property Survey



DESCRIPTION OF SURVEY
FOR
TIMOTHY J. & DIANE M. KVECH
ACROSS THE LAND OF HURBERT H. GAINER JR. Et.Al. &
ALPINE LAKE PROPERTY OWNERS

...all that certain thirty foot right-of-way easement on Burchinal Road situate lying and being in Portland District, Preston County, West Virginia and having the following centerline description:

Beginning at a point in the centerline of Burchinal Road and in the Maryland-West Virginia State line being North $1^{\circ}58'43''$ East 25.72 feet from a concrete state line monument; thence with the centerline of Burchinal Road and the lines between parcels owned by Hurbert H. Gainer Jr. Et. Al. (Tax Map 27, Parcel 2, Deed Book 654, Page 551) and Alpine Lake Property Owners (Tax Map 27, Parcel 3, Deed Book 487, Page 434) for seven courses

North $76^{\circ}42'35''$ West 73.15 feet to a point; thence

North $85^{\circ}24'46''$ West 84.44 feet to a point; thence

North $72^{\circ}13'52''$ West 28.76 feet to a point; thence

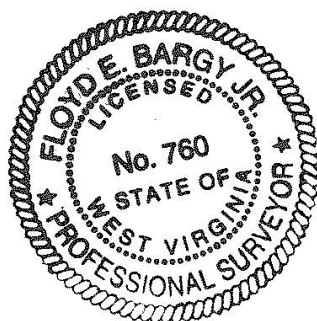
North $58^{\circ}50'52''$ West 62.77 feet to a point; thence

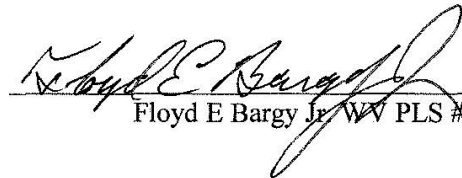
North $73^{\circ}31'17''$ West 194.38 feet to a point; thence

North $69^{\circ}34'07''$ West 93.20 feet to a point; thence

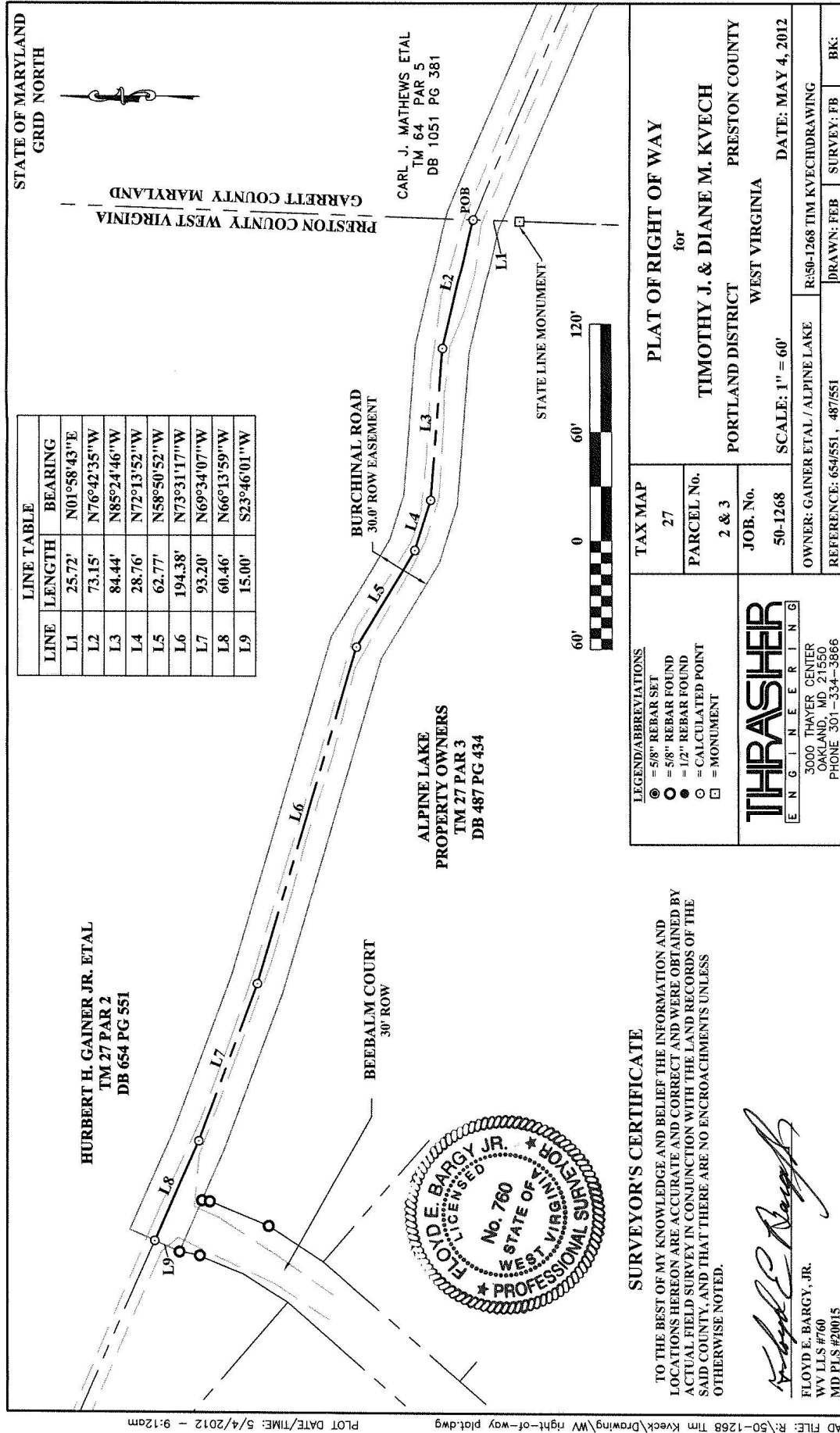
North $66^{\circ}13'59''$ West 60.46 feet to a point, being North $23^{\circ}46'01''$ East 15.00 feet from a 5/8" rebar found at the northwestern end of Beebalm Court (thirty foot right-of-way).

The above described right-of way easement is shown on a plat dated May 4, 2012 attached hereto and made part of the description.




Floyd E Bargy Jr. WV PLS #760

Property Survey





Property Survey

THRASHER
ENGINEERING

DESCRIPTION OF SURVEY
FOR
TIMOTHY J. & DIANE M. KVECH
ACROSS THE LAND OF CARL J. MATHEW Et.AL.

...all that certain thirty foot right-of-way easement on Burchinal Road situate lying and being in Election District 14, Garrett County, Maryland and having the following centerline description:

Beginning at a point in the centerline of Burchinal Road and in the Maryland-West Virginia State line being North 1°58'43" East 25.72 feet from a concrete state line monument; thence with the centerline of Burchinal Road through the parcel owned by Carl J. Mathew Et. Al. (Tax Map 64, Parcel 5, Liber 1051, Page 381) for the following eight courses

South 66°42'24" East 136.40 feet to a point; thence

South 46°06'10" East 136.10 feet to a point; thence

South 35°29'21" East 77.20 feet to a point; thence

South 55°12'33" East 76.61 feet to a point; thence

South 55°41'21" East 119.73 feet to a point; thence

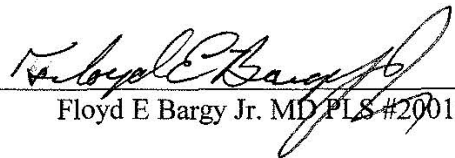
South 64°09'53" East 50.48 feet to a point; thence

North 89°00'55" East 67.32 feet to a point; thence

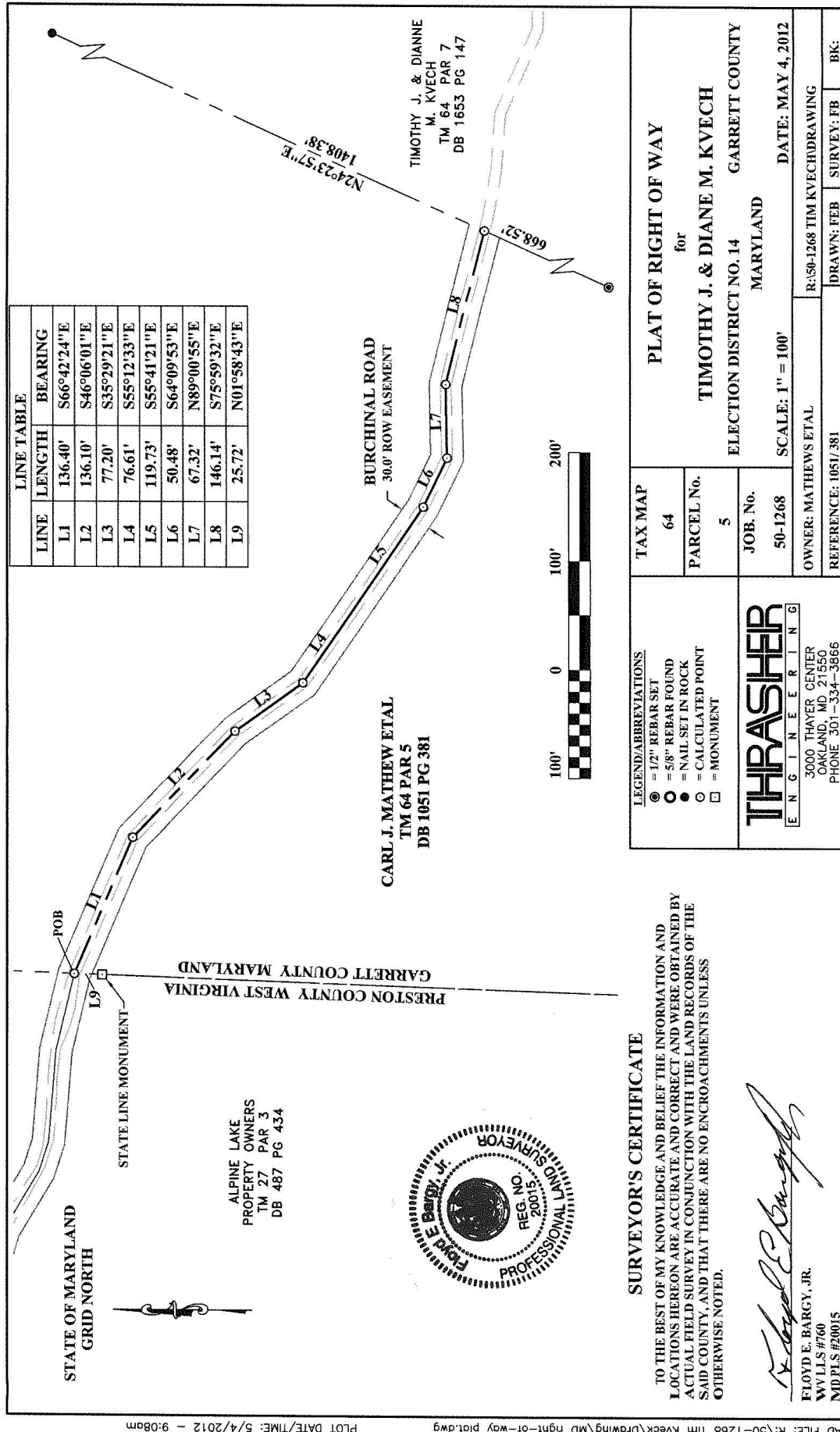
South 75°59'32" East 146.14 feet to a point in the line of a parcel owned by Timothy J. & Diane M. Kvech (Tax Map 64, Parcel 7, Liber 1653, Page 147) being North 24°23'57" East 668.52 feet from a ½" rebar set and South 24°23'57" West 1408.38 feet from a nail set in a large flat rock, corner to said parcel.

The above described right-of way easement is shown on a plat dated May 4, 2012 attached hereto and made part of the description.




Floyd E Bargy Jr. MD PLS #20015

Property Survey



Hunting Stand & Trail Locations

STATE OF WEST

State of MD

Hunting Stand
Locations

*Circled #1-15 are tree stand locations
 throughout groomed property trails
 All stands & hunting blinds convey!

Monument Found

ML 1248

ML 1246

ML 1244

ML 1242
 JOHN E. SNODDY
 289/65
 50.00A
 P.14

MINNETOSKA LAKE

15

1 inch equals 700 feet

0 240 480 960 1,440 1.



Deed - Alpine Lake Lot

745 @ 481

JONATHAN B ROBESON
113 S THIRD ST STE 2
OAKLAND, MD 21550-1524

BOOK 0745 PAGE 0481

THIS DEED, made this 5th day of April, 2012, by and between HOWARD E. MEYER, by and through his attorney in fact James Meyer, as Grantor, and TIMOTHY J. KVECH and DIANNE M. KVECH, husband and wife, as Grantees.

NOW, THEREFORE, WITNESSETH: That for and in consideration of TEN DOLLARS (\$10.00), cash in hand paid by the Grantees to the Grantor, the receipt of which is hereby acknowledged, the Grantor, HOWARD E. MEYER, by and through his attorney in fact James Meyer, does hereby grant, bargain, sell and convey, under the covenants of GENERAL WARRANTY, to the Grantees, TIMOTHY J. KVECH and DIANNE M. KVECH, husband and wife, all that certain tract, piece or parcel of land and premises situate, lying and being in Alpine Lake, Portland District, Preston County, West Virginia, more particularly described as follows, to-wit:

LOT 40 BERN SECTION, as laid down and designated upon a plat of survey entitled Alpine Lake, Bern Section which plat is of record in the Office of the Clerk of the County Commission of Preston County.

BEING a part of the same real estate conveyed by Alpine Lake Property Owners Association, Inc. to Howard E. Meyer by Deed dated April 22, 2008, and recorded in Deed Book 692, page 34, in the Office of the Clerk of the County Commission of Preston County, West Virginia.

SUBJECT TO all of the restrictions, covenants, conditions, and charges set forth in the Declaration of Restrictions made by Mountaintop Development Company dated March 1, 1971, of record in said Clerk's Office in Deed Book 419, page 21, all of which by acceptance of this conveyance, the Grantees, their heirs and assigns, agrees to fully perform as part of the consideration for the conveyance of the above-described real estate.



Deed - Alpine Lake Lot

745 @ 482

BOOK 0745 PAGE 1482

THIS DEED is made subject to all reservations, exceptions, covenants and conditions contained or referred to in prior deeds or other instruments of record affecting or pertaining to the lot or parcel of land as hereby conveyed.

TO HAVE AND TO HOLD the above granted property, with all and singular the appurtenances thereto, unto **TIMOTHY J. KVECH** and **DIANNE M. KVECH**, husband and wife, their successors and assigns, forever in fee simple. It is the intention of this conveyance to vest title in said property in the Grantees jointly and equally and to the survivor of either of them so that upon the death of either of them, the entire interest in said property will immediately vest in the survivor.

AND the said Grantor covenants that it will **WARRANT GENERALLY** the property herein granted and conveyed and that it will execute such other and further assurances of said property as may be requisite.

VERIFIED SALES LISTING AND DECLARATION OF CONSIDERATION OR VALUE: The undersigned Grantor does hereby declare:

- (i) The total consideration paid for the property conveyed by the document to which this declaration is appended is **SIX THOUSAND, FIVE HUNDRED DOLLARS (\$6,500.00)** and said consideration does not include any personal property and there are no other extraordinary financing arrangements which affect the price paid.
- (ii) All other information required by *Chapter 11, Article 22, Section 6 of the West Virginia Code*, as amended, not set forth herein is contained elsewhere in this instrument.

The real estate herein conveyed is included and assessed on the 2011 Preston County, West Virginia, Land Book for Portland – Alpine Lake Taxation District as follows:

"Meyer, Howard E.
Map 26J Parcel 23
Inc Par 24 Lots 39 & 40 Bem Sec
Account 06009482"



Conditions of Public Sale

CONDITIONS OF PUBLIC SALE OF REAL ESTATE

OWNED BY _____,
LOCATED AT 0 West Snaggy Mountain Rd -Parcel 1214014217

- Highest Bidder.** The highest and best bidder shall be the Buyer. The Seller, however, reserves the right to reject any and all bids and to adjourn the sale to a subsequent date. If any disputes arise to any bid, the Seller/Auctioneer reserves the right to cause the property to be immediately put up for sale again.
- Real Estate Taxes.** All real estate taxes for **20 20 - 21** shall be pro-rated between the Buyer and Seller to the date of settlement on a fiscal year basis. All real estate taxes for prior years have or will be paid by the Seller.
- Transfer Taxes.** Seller shall pay 1/2 of the realty transfer tax and Buyer shall pay 1/2 of the realty transfer tax, provided, however, that the Buyer shall be responsible for any additional transfer taxes imposed on any assignment of this Agreement by Buyer.
- Terms.** **\$10,000** 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 ***30 days** 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. ***from Right of First Refusal being declined**
- Forfeiture.** The time for settlement shall be of the essence. If the Buyer fails to comply with these terms of sale, Seller shall have the option of retaining all deposit monies or other sums paid by Buyer on account of the purchase price as Seller shall elect: (a) as liquidated damages, in which event Buyer and Seller shall be released from further liability or obligation and this Agreement shall be null and void, or (b) on account of the purchase price, or as monies to be applied to Seller's damages as Seller may elect.
- Marketable Title.** A good and marketable title will be given free and clear of all liens and encumbrances. The real estate is being sold subject to restrictions and rights-of-way of record in the **Garrett** County Courthouse and which may be visible by inspection of the premises.
- Risk of Loss.** Seller shall maintain the property grounds, fixtures and any personal property specifically sold with the property in its present condition, normal wear and tear excepted. Seller shall bear the risk of loss for fire or other casualties until the time of settlement. In the event of damage by fire or other casualty to any property included in this sale that is not repaired or replaced prior to settlement, Buyer shall have the option of rescinding this Agreement and promptly receiving all monies paid on account of the purchase price or of accepting the property in its then condition, together with the proceeds of any insurance obtainable by Seller. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in the property as of the time of execution of this Agreement.
- Warranty.** The Buyer expressly acknowledges and understands that the Buyer is buying the property in its present condition and that the Seller makes no representation or warranty of any kind whatsoever with regard to the condition of the premises or any components thereof, including but not limited to, the roof, the electrical system, the plumbing system, the heating system, or any other part of the structure, or any of the improvements on the land.
 - Radon.** Seller has no knowledge concerning the presence or absence of radon. The Seller makes no representation or warranty with regard to radon or the levels thereof.
 - Lead-Based Paint.** If the house was built before 1978, the house may have lead-based paint. Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing and has no reports or records pertaining to lead-based paint and/or hazards in the housing. A lead-based pamphlet "Protect Your Family from Lead in Your House" has been given to Buyer. Buyer waives any ten (10) day lead-based paint assessment period.
 - Home Inspection.** Buyer has inspected the property. Buyer understands the importance of getting an independent home inspection and has thought about this before bidding upon the property and signing this Agreement.
 - Fixtures and Personal Property.** Included in the sale and purchase price are all existing items presently installed in the property, including plumbing, heating, lighting fixtures (including, if present upon the property, chandeliers and ceiling fans; water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; shrubbery, plantings and unpotted trees; any remaining heating and cooking fuels stored on the property at the time of settlement; wall to wall carpeting; window covering hardware, shades, blinds; built-in air conditioners; 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.
 - Ventilation/Mold.** The Seller makes no representations or warranties with regard to mold or the absence of mold, adequate or inadequate air exchange or venting, or any other matters of home construction wherein mold may be present in the real estate.
 - "As Is".** The property is being sold "AS IS" at the time of sale and at the time of the settlement. The fiduciary/seller herein makes no representations or warranties as to the condition of the real estate. The Purchaser accepts the property "AS IS". The purchaser waives any claims for any liability imposed through any environmental actions. This agreement shall survive closing. A seller's disclosure has been made available to Buyer prior to the public auction and shall be exchanged by Buyer and Seller upon the signing of this agreement. If the Seller is an estate, the personal representative will not deliver a disclosure to Buyer inasmuch as they are not required by law.
- Financing.** Buyer is responsible for obtaining financing, if any, and this contract is in no way contingent upon the availability of financing. The Seller will not pay points, settlement costs, or otherwise render financial assistance to the Buyer in this regard.
- Dispute Over Handmonies.** In the event of a dispute over entitlement of handmoney deposits, the agent holding the deposit may either retain the monies in escrow until the dispute is resolved or, if possible, pay the monies into the County Court to be held until the dispute is resolved. In the event of litigation for the return of deposit monies, the agent holding handmoney shall distribute the monies as directed by a final order of the court or a written agreement of the parties. Buyer and Seller agree that, in the event any agent is joined in the litigation for the return of deposit monies, attorneys fees and costs of the agent will be paid by the party joining the agent.
- This agreement shall survive closing.



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.

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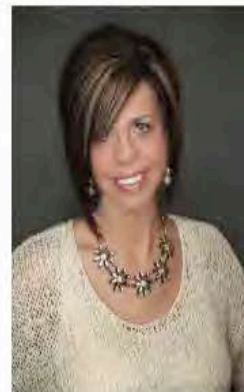
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Buchanan Settlement Services, Ltd., Inc

Nathan C. Bonner
Settlement Agent

www.BuchananSettlements.com

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Fax: 717.765.0172

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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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