

Honesty

Integrity

Hard Work

Professionalism



Real Estate Auction

LOCATION! LOCATION! LOCATION! COZY, WELL-BUILT HOME CLOSE TO SCHOOLS & EASY ACCESS TO I-81!

TUESDAY, MARCH 22, 2022 @ 3:00 PM

137 MAPLE AVE
GREENCASTLE, PA 17225

Open House(s):
March 12, 2022 @ 3:00 - 4:00 pm
March 19, 2022 @ 3:00 - 4:00 pm



February 25, 2022

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
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 Tuesday, March 22, 2022 @ 3:00 pm.

Sincerely,

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

Matthew S. Hurley
Auctioneer and Appraiser

DISCLAIMER & ABSENCE OF WARRANTIES

All information contained in this brochure & all related materials are subject to the terms & conditions outlined in the purchase agreement. Information contained in advertisements, information packet, estimated acreages, and marked boundaries are based upon the best information available to Hurley Auctions at the time of preparation & may not depict exact information on the property. **Each potential buyer is responsible for conducting his/her own independent inspection, investigations, and inquiries concerning the real estate. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors or omissions is assumed by seller or the Auction Company.**



General Information

Terms: \$5,000 in certified funds day of auction. Balance due in 45 days of sale. (See Payment & Financing page for detailed info.) Announcements made on the day of sale take precedence over all printed material. (See Payment & Financing page for detailed info.)

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

Buyer possession: Buyer will have immediate possession upon closing.

Showing Dates: Saturday, March 12 & 19: 3:00 – 4:00 PM

General Information: ***LOCATION! LOCATION!*** Cozy, well-built rancher located in quiet residential area of Greencastle close to schools & easy access to Rt. 11 & 81. Home has 2 main floor bedrooms, 1.5 baths, Living room, Dining room, den, & full attic that can easily be finished for extra living space! Full basement, 1-car detached garage & carport & covered rear patio. Give it your updated personal touch. Situated on nice level 0.34+-acre lot.

This home has the following features:

- Primary Bedroom (carpet): 12.4x12.4
- Bedroom 2 (carpet): 9.6x12.4
- 1 ½ Bath-half bath off laundry room
- Living Room (carpet): 10.9x12.3
- Kitchen (vinyl floor): 8x9; stove, refrigerator convey
- Den: 7.7x9.7
- Laundry Room: 6.4x5.7; w/d hookups
- Attic, full unfinished
 - connecting stairs
- Basement, partial unfinished
 - sum pump
 - connecting stairs
- 1 Car Detached Garage: 20.4x12.4
- Storage Shed

Year House Built: Approximately 1940

Lot Size: Approximately 0.34+- acres

House: approximately 1,202 square feet

Utilities:

Water: Public

Sewer: Public

Heat: Baseboard – Hot Water, Gas

Cooling: Central A/C

Location: Greencastle Boro, Franklin County, PA

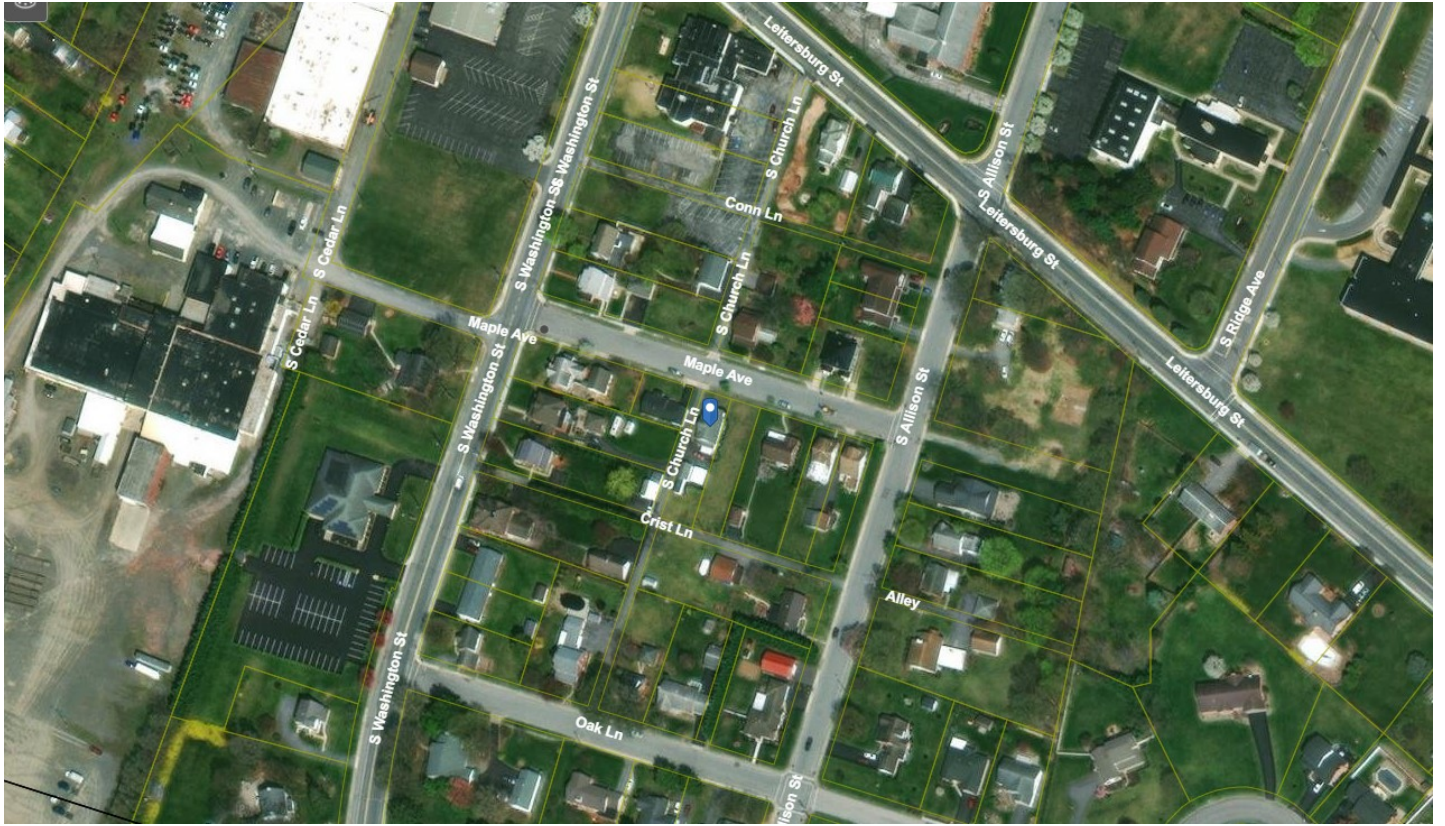
Zoning: Call Greencastle Boro: (717)597-2047

Taxes: Approximately \$2,285.00 **Tax ID:** house 08-2B53.-015.-000000
lot: 08-2B53.-016.-000000

School District: Greencastle-Antrim School District

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

Aerial View



Tax Card - House



PROPERTY NOTES

8X12 OTHER IS CANOPY ATTACHED TO HOUSE
 DEED 562-915 IS PART OF
 DEED 764-530 IS PART OF
 DEED: 15-024353

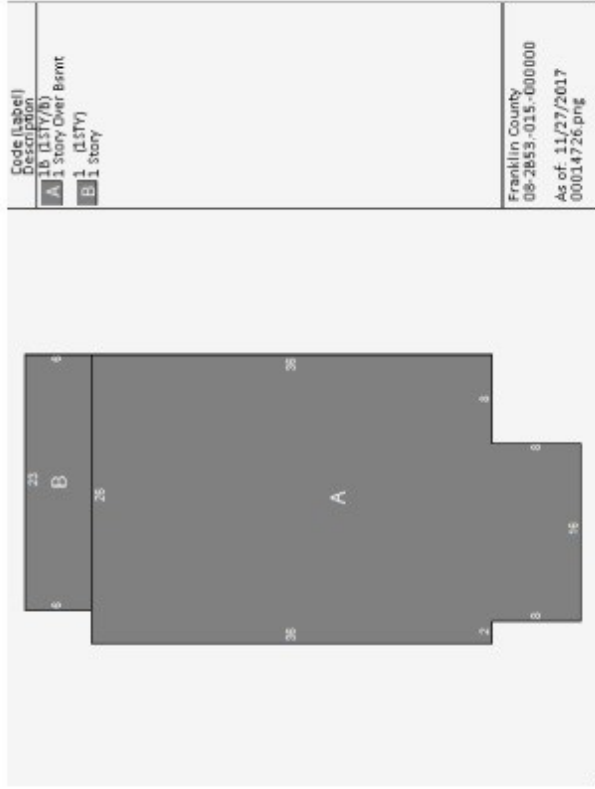
PROPERTY INFORMATION

DESC: Tax Parcel
 UPI: 08-2B53-015-000000
 PARENT: UNKNOWN
 CONTROL: 00014726
 TAX DIST: 08
 MUNCPITY: Greencastle Borough
 SCHL DIST: Greencastle-Antrim School District (GASD)
 LOT #: 137
 ADDRESS: 137 MAPLE AVENUE

LAND BREAKDOWN

PROP TYPE: RESIDENTIAL
 USE CODE: 101
 USE DESC.: RESIDENTIAL 1 FAMILY
 TERRAIN: Level
 FRONTAGE: 40 FT TYPE: ACTUAL
 DEPTH: 180 FT TYPE: ACTUAL
 SITE SQ FT: 7200 FT
 BASE ACRE: 0 ACRE(S)
 TILLABLE: 0 ACRE(S)
 WOODED: 0 ACRE(S)
 NON TILL: 0 ACRE(S)
 DEED AREA: 0.17 ACRE(S)

08-2B53.-015.-000000



IMPROVEMENT INFORMATION

DWELLING: DETACH
 STYLE: Ranch
 BUILT: 1940
 EFF AGE: 80 YEAR(S)
 GRADE: C
 LVNG AREA: 1202 SQ FT
 STORIES: 1
 EXTERIOR: ALUMINUM
 ROAD TYPE: Paved
 SIDEWALK: YES
 CLSD PRCH: NO AREA: 0 SQ FT
 ATTC GAR: NO AREA: 0 SQ FT
 BSMT GAR: NO AREA: 0 SQ FT

HEAT DISTRIBUTION: Forced Air
 HEAT SOURCE: PropaneGas
 COOLING: Central AC
 WATER: PUBLIC
 SEWER: PUBLIC
 GAS:
 BSMT %: 75
 BSMT FIN: 0 SQ FT
 TTL RM #: 5
 FULL BATH: 1
 HALF BATH: 0
 FIREPLACE: 0
 BEDS: 0



LAND BREAKDOWN

PROP TYPE: VACANT LAND (< 1 ACRE)
USE CODE: 100
USE DESC.: RESIDENTIAL VACANT LAND
TERRAIN: Level
FRONTAGE: 40 FT **TYPE:** ACTUAL
DEPTH: 180 FT **TYPE:** ACTUAL
SITE SQ FT: 7200 FT
BASE ACRE: 0 ACRE(S)
TILLABLE: 0 ACRE(S)
WOODED: 0 ACRE(S)
NON TILL: 0 ACRE(S)
DEED AREA: 0.17 ACRE(S)

PROPERTY NOTES

DEED: 15-024353

ADDRESS: 137 MAPLE AVENUE
 GREENCASTLE PA 17225

PROPERTY INFORMATION

DESC: Tax Parcel
UPI: 08-2B53.-016.-000000
PARENT: UNKNOWN
CONTROL: 00014727
TAX DIST: 08
MUNCPLTY: Greencastle Borough
SCHL DIST: Greencastle-Antrim School District (GASD)

08-2B53.-016.-000000



Deed

UPI: 08-2B53.-015.-000000

Property Address: 137 Maple Avenue, Greencastle, PA 17225

UPI: 08-2B53.-016.-000000

Property Address: Maple Avenue, Greencastle, PA 17225

THIS DEED

MADE this 16th day of December, in the year Two Thousand Fifteen (2015);

BETWEEN Donald R. Myers, by Betty E. Myers, agent under power of attorney dated September 2, 2009, and intended to be recorded in the Recorder's Office of Franklin County, Pennsylvania, prior to the recording of this deed, and Betty E. Myers, husband and wife, of 137 Maple Avenue, Greencastle, Pennsylvania 17225, Grantors;

AND Betty E. Myers, of 137 Maple Avenue, Greencastle, Pennsylvania 17225, Grantee.

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

ALL the following adjacent two tracts or lots of real estate lying and being situate in the Borough of Greencastle, Franklin County, Pennsylvania, bounded and described as follows:-

TRACT NO. 1: BOUNDED on the south by an alley; on the north by Maple Street; on the east by Lot No. 29; and on the west by an alley, having a frontage of 40 feet on said Maple Street and extending back an equal width to said alley on the south, **BEING** known as Lot No. 28 in the Greencastle Realty Company's addition to the Borough of Greencastle, Pennsylvania, the plan of said addition being recorded in the Recorder's Office Franklin County, Pennsylvania, in Deed Book Volume 223, Page 41, and having erected thereon a one and one-half story bungalow.

TRACT NO. 2: BEGINNING at a point in the building line of Maple Street, being the corner of Lot No. 28 in a plan of lots laid out for the Greencastle Realty Company; thence by said Lot No. 28 in a southerly direction 180 feet to a point at a 14 foot alley; thence by said alley in an easterly direction 40 feet to a point at Lot No. 30 in said plan of lots; thence along said Lot No. 30 in a northerly direction 180 feet to a point in the building line of Maple Street; thence by said building line on Maple Street in a westerly direction 40 feet to the place of **BEGINNING, BEING** Lot No. 29 on a plan marked "Resurvey and Plan of Lots laid out for the Greencastle Realty Co., Greencastle, Pa." Resurveyed September 18, 1925, by D. C. Weller, Waynesboro, Pa., revised January 4, 1926, and recorded in the Recorder's Office aforesaid in Deed Book Volume 223, Page 41.

THE above described real estate is the same real estate which Kenneth B. Anderson and Dorothy J. Anderson, his wife, by deed dated August 8, 1978, and recorded in Franklin County Deed Book Volume 767, Page 229, conveyed to Donald R. Myers and Betty E. Myers, his wife, Grantors herein.

SUBJECT to those conditions and restrictions more specifically set forth in the above recited deed.

AND in addition to the foregoing conditions and restrictions, the said Grantee, her heirs and assigns, shall be **SUBJECT** to all conditions, restrictions and reservations covering these lots as the same appear in the said plan or plot of lots of the Greencastle Realty Company and as the same appear filed with the said plan or plot of lots, insofar as they are enforceable, are unrevoked or amended, and not in violation of any law, including the Fair Housing laws of the United States Government.

THIS conveyance is between husband to wife and is thus exempt from realty transfer tax.

AND Grantors will warrant specially the property hereby conveyed.

IN WITNESS WHEREOF, Grantors have caused this deed to be duly executed and placed under seal the day and year first above written.



Restrictions

BEING the same real estate which Dorothy S. Kay, widow, by her deed dated July 10, 1978, and recorded in the Recorder's Office aforesaid in Deed Book Volume 764, Page 530, conveyed to Kenneth B. Anderson and Dorothy J. Anderson, his wife, the Grantors herein;

SUBJECT TO the following conditions and restrictions which are made part of the consideration for this conveyance and as against the Grantees, their heirs and assigns, it is agreed that they may be enforced by proceedings in equity as well as other remedies at law:

1. No building, except porches which do not obstruct the view, shall be built on the above-described lots within 30 feet of the southern curblineline of Maple Street.
2. No public garage or manufacturing plant shall be erected or maintained on said lots.
3. No livestock shall be permitted to be kept on said lots, except pets and poultry.
4. No dwelling that shall cost less than three thousand (\$3,000.00) dollars shall be erected upon said lots.

And in addition to the foregoing conditions and restrictions, the said Grantees, their heirs and assigns, shall be subject to all conditions, restrictions and reservations covering these lots as the same appear in the said plan or plot of lots of the Greencastle Realty Company and as the same appear filed with the said plan or plot of lots;



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).

1 **PROPERTY** 137 Maple Ave, Greencastle, PA 17225
2 **SELLER** _____

3 INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

4 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
5 real estate transfer must disclose all known **material defects** about the property being sold that are not readily observable. A **material defect**
6 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
7 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
8 of its normal useful life is not by itself a material defect.

9 This property disclosure statement ("Statement") includes disclosures beyond the basic requirements of the Law and is designed to assist
10 Seller in complying with disclosure requirements and to assist Buyer in evaluating the property being considered. Sellers who wish to see
11 or use the basic disclosure form can find the form on the website of the Pennsylvania State Real Estate Commission. Neither this Statement
12 nor the basic disclosure form limits Seller's obligation to disclose a material defect.

13 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**
14 **inspections or warranties** that Buyer may wish to obtain. **This Statement is not a warranty of any kind by Seller or a warranty or rep-**
15 **resentation by any listing real estate broker, any selling real estate broker, or their licensees.** Buyer is encouraged to address concerns
16 about the condition of the Property that may not be included in this Statement.

17 **The Law provides exceptions (listed below) where a property disclosure statement does not have to be completed. All other sellers**
18 **are obligated to complete a property disclosure statement, even if they do not occupy or have never occupied the Property.**

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

34 COMMON LAW DUTY TO DISCLOSE

35 Although the provisions of the Real Estate Seller Disclosure Law exclude some transfers from the requirement of completing a disclo-
36 sure statement, the Law does not excuse the seller's common law duty to disclose any known material defect(s) of the Property in order
37 to avoid fraud, misrepresentation or deceit in the transaction. **This duty continues until the date of settlement.**

38 EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

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

42 *Sherry K. Mellott* *Sherry K. Mellott* DATE *2/10/22*

43 Seller's Initials ___ / ___ Date _____ SPD Page 1 of 11 Buyer's Initials ___ / ___ Date _____



Pennsylvania Association of Realtors®

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rev. 3/21; rel. 7/21

Legacy Realty, Inc., 2800 Buchanan Trail East Greencastle, PA 17225

Phone: (717)597-9100

Fax: (717)597-9922

updated pa forms

Matthew Hurley

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com



Seller's Property Disclosure

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. All questions must be answered.

3. Are you aware of any reason, including a defect in title or contractual obligation such as an option or right of first refusal, 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 mortgages, judgments, encumbrances, liens, overdue payments on a support obligation, or other debts 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 during your ownership?

(C) Legal

- Are you aware of any violations of federal, state, or local laws or regulations relating to this Property?
- Are you aware of any existing or threatened legal action affecting the Property?

(D) Additional Material Defects

- 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.

- 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 report(s). These inspection reports are for informational purposes only.

Explain any "yes" answers in Section 22: _____

	Yes	No	Unk	N/A
A3				
B1				
B2				
B3				
C1				
C2				
D1		X		

23. 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. If any information supplied on this form becomes inaccurate following completion of this form, Seller shall notify Buyer in writing.

SELLER _____ DATE _____
 SELLER _____ DATE _____
 SELLER _____ DATE _____
 SELLER _____ DATE _____
 SELLER _____ DATE _____

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

The undersigned Buyer acknowledges receipt of this 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

Conditions of sale by public auction this 22nd day of March, 2022, of real estate of Betty E. Myers, late of the Borough of Greencastle, Franklin County, Pennsylvania, situate in the Borough of Greencastle, Franklin County, Pennsylvania, and known as 137 Maple Avenue, Greencastle, PA 17225, are as follows:-

1. Seller reserves the right to reject any or all bids.
2. The highest and best bidder shall be declared Buyer.
3. Buyer shall pay to Seller the purchase price as follows:-
 - a. Five Thousand Dollars (\$5,000.00) by cash, cashiers or certified check at the time the real estate is struck down;
 - b. The balance of the purchase price by cashier's check, certified check, or electronic funds transfer at the time of final settlement.
4. Purchase and final settlement are not contingent upon Buyer's ability to obtain financing.
5. Time being of the essence, final settlement shall take place within forty-five (45) days of the date of sale at such time and location as may be agreed upon by the parties.
6. Upon payment of the balance of the purchase price, Seller shall deliver to Buyer a properly executed and acknowledged deed for the conveyance of the real estate in fee simple with clause of fiduciary (special) warranty, free and clear of all liens, encumbrances and taxes, subject to such conditions, restrictions, limitations, covenants, easements or rights of way, notes and matters as are apparent by an inspection of the real estate or the records in the Franklin County, Pennsylvania, Court House, and subject to whatever state of facts an accurate survey may reveal.
7. Upon payment of the balance of the purchase price, full possession of the real estate shall be delivered by Seller to Buyer.
8. Transfer taxes, including Pennsylvania Realty Transfer Tax and local taxes on deeds, shall be divided between Seller and Buyer at the time of final settlement, each paying one-half (1/2) thereof.
9. Real estate taxes shall be prorated on a daily basis between Seller and Buyer at the time of final settlement on the fiscal year basis for real estate taxes for each taxing municipality.



Conditions of Public Sale (cont'd)

10. Seller shall pay utility bills at the real estate through the date of final settlement.
11. Seller shall bear risk of loss from fire or other casualty until time of settlement. Seller shall have no obligation to restore or repair any damage caused by fire or other casualty. In the event of damage to any property included in this sale by fire or other casualty, not repaired or replaced prior to settlement, this agreement shall be rescinded, Buyer shall receive all monies paid on account, and Seller may resell the real estate at any time. Buyer is hereby notified they may insure, at their cost, their equitable interest in the real estate as of the time of acceptance of this agreement.
12. All personal property at the real estate is reserved to Seller.
13. The real estate is served by a municipal sewer system and a municipal water system. Seller shall not be required to install any treatment system for the water to the real estate.
14. Seller certifies to the best of Seller's knowledge, information and belief, the real estate has never been used as a landfill or a dump.
15. The real estate is sold "as is". Seller makes no representations or warranties as to the condition of the real estate.
16. Buyer is advised no structural inspection, wood infestation inspection, radon test, asbestos test, lead-based paint or lead-based paint hazards test, environmental assessment or test, water or sewer test, mold test, or any other type of inspection or test has been done on the real estate. Should Buyer desire any inspection, test or survey, Buyer shall be responsible for all fees and costs incurred in connection with the same.
17. Buyer accepts the real estate "as is" irrespective of any result or report of inspection, test or survey obtained by Buyer. Seller shall not be required to remove, repair or reclaminate any aspect of the real estate; shall not be required to abate, prorate or refund any of the purchase price due to the results of any inspection or test, or any irregularity between any survey obtained by Buyer and the deed or deeds of record for the real estate.
18. Buyer waives any claims Buyer may hereafter have against Seller, Seller's agents, attorneys, successors, assigns, and the heirs, executors and assigns of their respective estates, for any and all liability imposed through any environmental actions.



Conditions of Public Sale (cont'd)

19. Buyer has inspected the real estate and agrees to purchase it as a result of such inspection and not because of, or in reliance upon, any representation or warranties by Seller or by any agent or attorney of Seller, or the auctioneer or his representatives, and Buyer agrees to purchase the real estate in its present condition "as is".
 20. Buyer acknowledges receipt of Seller's Property Disclosure Statement and Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards.
 21. Seller shall pay for the preparation of this agreement, the deed and Seller's notary fees.
 22. Buyer shall pay for settlement or closing fees, recording fees and Buyer's notary fees; and shall pay for, if desired by Buyer, abstract or title search, title examination, title insurance binder and coverage, survey, tests and inspection fees.
 23. If Buyer fails to comply with the terms of this agreement, Buyer shall forfeit to Seller the down payment on the purchase price paid at the time of sale, and also be liable to Seller for any additional damages sustained by Seller as a result of Buyer's default; and in such event the sale shall be rescinded and Seller may resell the real estate at any time.
 24. Paragraphs 15., 16., 17., 18., and 19. shall survive final settlement and the delivery of the deed; and paragraphs 15., 16., 17., 18., and 19. shall not be superseded by a "Sellers Affidavit" or other document required to be signed by Seller at the time of final settlement.
-
-



Conditions of Public Sale (cont'd)

I/We _____
do acknowledge that I/we have become Buyer of the hereinbefore described real estate of Betty E. Myers, late of the Borough of Greencastle, Franklin County, Pennsylvania, situate in the Borough of Greencastle, Franklin County, Pennsylvania, and known as 137 Maple Avenue, Greencastle, PA 17225, based on my/our inspection of said premises and not upon any verbal or written representations made to me/us by Seller, the auctioneer who sold this real estate or any of their agents, at the price of \$ _____, subject to the foregoing conditions of sale with which I/we hereby agree to comply.

Buyer

_____, 2022. Received from the Buyer the sum of Five Thousand Dollars (\$5,000.00), being the down payment on the purchase price, to be held in escrow by Hurley Auctions.

Sherry K. Mellott

Dennis L. Myers
Personal Representatives of the Estate
of Betty E. Myers, late of the Borough
of Greencastle, Franklin County,
Pennsylvania

Seller



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.

DREAM IT. OWN IT.

Our local team specializes in financing your farm, land and country home dreams.



Heather Weeks | Doug Corl | Lyndsey Frey | Chris Jeffcoat | Kurt Beshore

Cumberland Valley
Branch (Chambersburg)
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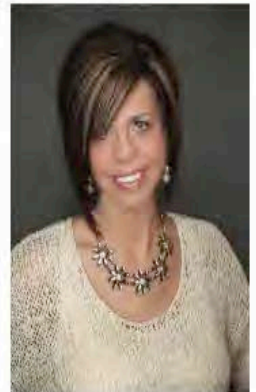
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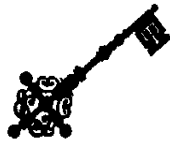
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