

Honesty

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## *Real Estate Auction*

***2-STORY COLONIAL W/TONS OF POTENTIAL! GREAT INVESTMENT! EASY ACCESS TO I-70***

THURSDAY, JUNE 16, 2022 @ 3:00 PM

29 E BALTIMORE ST  
FUNKSTOWN, MD 21734

Open House(s):  
June 4, 2022 @ 3:00 - 4:00 pm  
June 11, 2022 @ 3:00 - 4:00 pm



May 17, 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 Snip  
Deed  
Seller's Property Disclosure  
Conditions of Public Sale  
How to Buy Real Estate at Auction  
Methods of Payment  
Financing Available

If you have any questions after reviewing this report, please don't hesitate to call me at any time. We are looking forward to seeing you at the Auction on Thursday, June 16, 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, June 4 & 11, 2022: 3:00 PM – 4:00 PM

**General Information:** **2-STORY COLONIAL W/GREAT POTENTIAL! EXCELLENT INVESTMENT OPPORTUNITY!** 2-Story Colonial located in cozy Funkstown with easy access to I-70! Home features 3,500 sq.ft of living space & duplex potential! 3 to 4 Bedrooms, 2 Baths, Living Room, Family Room, Kitchen, & plenty of space for all! Give it your TLC! Great large front porch & rear yard w/detached 1-car garage.

**This home has the following features:**

- Primary Bedroom (wood flooring): 11.5x12, 2<sup>nd</sup> floor
- Bedroom 2 (wood flooring): 9.5x13, 2<sup>nd</sup> floor
- Bedroom 3 (wood flooring): 11x14, 2<sup>nd</sup> floor; pass through
- Bedroom 4 (wood flooring): 8.5x10, 2<sup>nd</sup> floor
- 2 Baths: 7x8 w/tub-shower (main floor); 5.5x8.5 w/claw foot tub (2<sup>nd</sup> floor)
- Storage Room/Other-off 2<sup>nd</sup> floor bath: 11x8.5
- Den-2<sup>nd</sup> floor: 8x8
- Living Room: 11x21 (wood flooring); ceiling fan
- Kitchen: 11x12.5 (vinyl flooring); ceiling fan, gas stove and refrigerator convey
- First floor is not “open” between the staircase-2<sup>nd</sup> floor is
- 2<sup>nd</sup> Living Room: 10x16 (wood flooring)
- Other main floor room: 16.5x13.5x13x13 (carpet)
- Unfinished Basement
- Front Covered Porch w/composite decking
- Rear Covered Porch
- Outbuilding/Storage Shed
- 1-Car Detached Garage

**Year House Built:** Approximately 1800

**Lot Size:** Approximately 0.22+- acres      **House approximately:** 3,456 square feet

**Location:** Funkstown, Washington County, MD

**Zoning:** Washington County: 240-313-2469

**Taxes:** Approximately \$2,016.00      **Tax ID:** 2210016347

**Utilities:**

**Water:** Public      **Sewer:** Public      **Heat:** Natural Gas - Forced Air      **Cooling:** None

**School District:** Washington County Public Schools

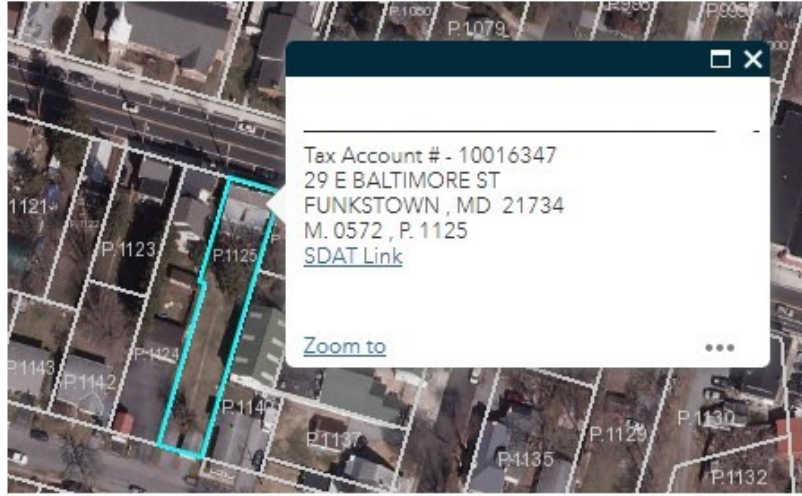
**Local Hospital:** Meritus, Hagerstown; Wellspan, Waynesboro; Wellspan, Chambersburg

# Aerial View





# Tax Card Snip



## Location & Structure Information

Premises Address: 29 E BALTIMORE ST      Legal Description: 1/2 LOT 175 41X231  
 FUNKSTOWN 21734-0000      29/31 E BALTIMORE ST

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0572	0000	1125	10020156.22	0000				2022	Plat Ref:

Town: FUNKSTOWN

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
1800	3,456 SF		9,471 SF	

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
2	NO	STANDARD UNIT	SIDING/	3	1 full		

Use: RESIDENTIAL  
 Principal Residence: NO  
 Deed Reference: /05911/ 00183



# Deed

**THIS DEED**, Made this 24<sup>th</sup> day of January, 2019, by **KENNETH E. OWENS, JR. and TIMOTHY C. OWENS**, Personal Representative of the Estate of **IRENE VIRGINIA LEE OWENS**, deceased.

**WHEREAS**, on November 2, 2017 Widow, died testate, seized and possessed of the real estate described herein; and

**WHEREAS**, on the 9th day of November, 2017, Letters of Administration were granted to Kenneth E. Owens, Jr. and Timothy C. Owens, in Estate No. 73907 by the Orphans' Court for Washington County, Maryland; and said individual is duly qualified to act as Personal Representative.

**NOW, THEREFORE**, in consideration of the sum of **ZERO (\$00.00) DOLLARS**, and other good and valuable considerations, receipt of which is hereby acknowledged, the said **KENNETH E. OWENS, JR. and TIMOTHY C. OWENS**, Personal Representatives of the Estate of **IRENE V. OWENS**, deceased, does hereby grant and convey unto **KENNETH E. OWENS, JR. and TIMOTHY C. OWENS**, as Tenants In Common, all the following lots or parcels of ground, together with the improvements thereon, designated as Nos 29-31 Baltimore Street, in Funkstown, Washington County, Maryland, and more particularly described as follows:

**PARCEL NO. 1:** All that lot or parcel of ground, situate on the South side of Baltimore Street (the main street), in said town, fronting 41 feet 3 inches, more or less, on said Baltimore Street, and extending back therefrom with a uniform width a distance of 233 feet, more or less, to Maple Street, and being the Eastern portion of Lot No. 175 on the Plan of said town recorded in Liber McK. K. #6, folio 817, and also Plat recorded in Plat Record folio 316, one of the Land Records of said Washington County, SUBJECT, however, to the reservation to Fred D. Renner and wife, their heirs and assigns for the use of that property which was conveyed to them by deed from Helen M. Wingerd, unmarried, date August 5, 1935 and recorded in Liber 199, folio 245, the use of the cesspool on the property herein conveyed, said cesspool to be maintained by the owners of the property hereby conveyed, and the property now or formerly belonging to Fred D. Renner and wife as aforesaid.

**PARCEL NO. 2:** Being all that lot or parcel of land situate in said town, fronting 11 inches on the South side of Baltimore Street (the main street), and extending back therefrom a distance of 89 feet, with a width in the rear of 8 inches, bounded on the East by Parcel No. 1 herein, and on the West and South by the property now or formerly owned by Sarah E. Iseminger, and being a part of Lot No. 175 on the Plat or Map of Funkstown, recorded in Liber W. McK. K #6, folio 817, and also Plat recorded in Plat records at folio 316, one of the Land Records of Washington County, Maryland.

**BEING** the same property conveyed by Kenneth P. Troxell and Janet C. Troxell, to Kenneth E. Owens and Irene V. Owens by deed dated March 15, 1974 recorded among the Land Records of Washington County, Maryland In Liber 574, folio 698. The said Kenneth E. Owens having died on or about the 16<sup>th</sup> day of January, 2010, title then vested in Irene V. Owens by right of survivorship.

700

WASHINGTON COUNTY CIRCUIT COURT (Land Records) KRT 5911, p. 0183, MSA\_CE18\_5863. Date available 01/30/2019. Printed 05/05/20



# Seller's Property Disclosure

**To Be Provided**



# Conditions of Public Sale

## CONDITIONS OF PUBLIC SALE OF REAL ESTATE

OWNED BY \_\_\_\_\_,

LOCATED AT 29 E Baltimore St, Funkstown, MD 21734

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 22 - 23** shall be pro-rated between the Buyer and Seller to the date of settlement on a fiscal year basis. All real estate taxes for prior years have or will be paid by the Seller.
3. **Transfer Taxes.** Seller shall pay 1/2 of the realty transfer tax and Buyer shall pay 1/2 of the realty transfer tax, provided, however, that the Buyer shall be responsible for any additional transfer taxes imposed on any assignment of this Agreement by Buyer.
4. **Terms.** \$ **5,000** or \_\_\_\_\_% handmoney, either in form of cash, cashier's check, or certified check when the property is struck down, and the balance, without interest, on or before August 1, 2022 when a special warranty deed will be delivered and actual possession will be given to Buyer. The Buyer shall also sign this agreement and comply with these terms of sale.
5. **Forfeiture.** The time for settlement shall be of the essence. If the Buyer fails to comply with these terms of sale, Seller shall have the option of retaining all deposit monies or other sums paid by Buyer on account of the purchase price as Seller shall elect: (a) as liquidated damages, in which event Buyer and Seller shall be released from further liability or obligation and this Agreement shall be null and void, or (b) on account of the purchase price, or as monies to be applied to Seller's damages as Seller may elect.
6. **Marketable Title.** A good and marketable title will be given free and clear of all liens and encumbrances. The real estate is being sold subject to restrictions and rights-of-way of record in the Washington County Courthouse and which may be visible by inspection of the premises.
7. **Risk of Loss.** Seller shall maintain the property grounds, fixtures and any personal property specifically sold with the property in its present condition, normal wear and tear excepted. Seller shall bear the risk of loss for fire or other casualties until the time of settlement. In the event of damage by fire or other casualty to any property included in this sale that is not repaired or replaced prior to settlement, Buyer shall have the option of rescinding this Agreement and promptly receiving all monies paid on account of the purchase price or of accepting the property in its then condition, together with the proceeds of any insurance obtainable by Seller. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in the property as of the time of execution of this Agreement.
8. **Warranty.** The Buyer expressly acknowledges and understands that the Buyer is buying the property in its present condition and that the Seller makes no representation or warranty of any kind whatsoever with regard to the condition of the premises or any components thereof, including but not limited to, the roof, the electrical system, the plumbing system, the heating system, or any other part of the structure, or any of the improvements on the land.
  - A. **Radon.** Seller has no knowledge concerning the presence or absence of radon. The Seller makes no representation or warranty with regard to radon or the levels thereof.
  - B. **Lead-Based Paint.** If the house was built before 1978, the house may have lead-based paint. Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing and has no reports or records pertaining to lead-based paint and/or hazards in the housing. A lead-based pamphlet "Protect Your Family from Lead in Your House" has been given to Buyer. Buyer waives any ten (10) day lead-based paint assessment period.
  - C. **Home Inspection.** Buyer has inspected the property. Buyer understands the importance of getting an independent home inspection and has thought about this before bidding upon the property and signing this Agreement.
  - D. **Fixtures and Personal Property.** Included in the sale and purchase price are all existing items presently installed in the property, including plumbing, heating, lighting fixtures (including, if present upon the property, chandeliers and ceiling fans; water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; shrubbery, plantings and unspotted trees; any remaining heating and cooking fuels stored on the property at the time of settlement; wall to wall carpeting; window covering hardware, shades, blinds; built-in air conditioners; and built-in appliances. No warranty is given to Buyer as to the working/functional condition of fixtures and/or personal property. All other personal property that is not a fixture is reserved to Seller, which personal property shall be removed prior to settlement.
  - E. **Ventilation/Mold.** The Seller makes no representations or warranties with regard to mold or the absence of mold, adequate or inadequate air exchange or venting, or any other matters of home construction wherein mold may be present in the real estate.
  - F. **"As Is".** The property is being sold "AS IS" at the time of sale and at the time of the settlement. The fiduciary/seller herein makes no representations or warranties as to the condition of the real estate. The Purchaser accepts the property "AS IS". The purchaser waives any claims for any liability imposed through any environmental actions. This agreement shall survive closing. A seller's disclosure has been made available to Buyer prior to the public auction and shall be exchanged by Buyer and Seller upon the signing of this agreement. If the Seller is an estate, the personal representative will not deliver a disclosure to Buyer inasmuch as they are not required by law.
9. **Financing.** Buyer is responsible for obtaining financing, if any, and this contract is in no way contingent upon the availability of financing. The Seller will not pay points, settlement costs, or otherwise render financial assistance to the Buyer in this regard.
10. **Dispute Over Handmonies.** In the event of a dispute over entitlement of handmoney deposits, the agent holding the deposit may either retain the monies in escrow until the dispute is resolved or, if possible, pay the monies into the County Court to be held until the dispute is resolved. In the event of litigation for the return of deposit monies, the agent holding handmoney shall distribute the monies as directed by a final order of the court or a written agreement of the parties. Buyer and Seller agree that, in the event any agent is joined in the litigation for the return of deposit monies, attorneys fees and costs of the agent will be paid by the party joining the agent.
11. This agreement shall survive closing.





# 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.



## Contact me today!

- \* USDA
- \* FHA
- \* Conventional
- VA
- PHFA
- Manufactured

\* Rehab options available

Tammy Meyers,  
Loan Officer

o: 717.590.8009 | c: 717.658.6049  
tmeyers@unionhomemortgage.com

946 Lincoln Way East | Suite 5  
Chambersburg, PA 17201

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Mortgage Loan Officer  
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**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



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# Real Estate Auction Financing

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[www.AgChoice.com](http://www.AgChoice.com)



Find us on   NMLS #645693

# Real Estate Settlements

The following settlement companies are familiar with the auction process and have representatives available to assist you in all your real estate auction settlement needs.

When it comes to your real estate closings and title insurance needs, don't settle for less than the best. Settle with Madison.





Robin Mull  
Partner/Owner  
[robin.mull@madisonsettlements.com](mailto:robin.mull@madisonsettlements.com)



946 Lincoln Way East  
Chambersburg, PA 17201  
717.264.4534



Kristen Parr  
Assistant Manager  
[kristen.parr@madisonsettlements.com](mailto:kristen.parr@madisonsettlements.com)

Behind the scenes. Ahead of the curve.



Lesa Davis



Licensed in MD, PA & WV  
 1185 Mount Aetna Road  
 Hagerstown, Maryland 21740  
 Phone: 301-797-0600 Fax: 301-797-3511  
 Cell: 301-471-4839  
[lesadavis@tristatesettlements.com](mailto:lesadavis@tristatesettlements.com)



# Real Estate Settlements

When details matter, choose a settlement agency you can trust. We offer exhaustive title examinations, seamless closings, iron-clad insurance, and post-settlement support.

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To Speak to a Title  
Professional Contact:

**Vicki Ott**  
Owner

Vicki.Ott@aplussettlementservices.com  
www.partnerwithaplus.com



HEATHER E. MILLER



Keystone Real Estate Settlement Services, Inc.  
 19 Fifth Avenue  
 Chambersburg, PA 17201  
 Phone: 717-446-0739  
 Email: [info@keystonesettlements.net](mailto:info@keystonesettlements.net)  
 Website: [www.keystonesettlements.net](http://www.keystonesettlements.net)



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Clinton T. Barkdoll, Attorney/Title Agent  
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Telephone 717-762-3374  
 Facsimile 717-762-3395  
 Email [sue@kullalaw.com](mailto:sue@kullalaw.com)



**Buchanan Settlement  
 Services, Ltd., Inc**

Nathan C. Bonner  
 Settlement Agent

[www.BuchananSettlements.com](http://www.BuchananSettlements.com)

2021 East Main Street  
 Waynesboro, PA 17268

Ph: 717.762.1415 X103  
 Ph: 717.263.5001 X103  
 Fax: 717.765.0172

Email: [nathan@buchanansettlements.com](mailto:nathan@buchanansettlements.com)



## Real Estate Settlements



### Olde Towne Title

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**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](mailto:Hagerstown@ottrocks.com)

Frederick County ♦ 5900 Frederick Crossing La., Frederick, MD 21704 ♦ 301-695-1880 ♦ [Frederick@ottrocks.com](mailto:Frederick@ottrocks.com)



**Michelle L. Compton, Owner**

Professional services provided in a friendly atmosphere!

We have offices to serve you in Hagerstown, MD; Chambersburg, PA; and Martinsburg, WV

**Contact us at: 301-799-6767**

e-mail: [team@sterlingsettle.com](mailto:team@sterlingsettle.com)

***Sterling... where our name and our reputation are the same!***

*Thank you for inquiring about our services. We appreciate your interest in our company and the auction method of marketing.*

### **ABOUT OUR COMPANY**

Hurley Auctions is a full service, full time Auction Company with a well-trained staff ready to assist you in obtaining your sales goals. We are recognized as leaders in the auction industry, having successfully conducted hundreds of real estate and personal property auctions annually.

### **OUR MISSION**

Hurley Auctions' mission is to provide the highest possible auction and appraisal services available. We do this through honesty, integrity, professionalism, and hard work. We are committed to treating each client with the utmost respect. We handle each auction professionally and to the best of our ability. Our success is measured by the ultimate satisfaction of all those whom we serve.



Headquarters  
2800 Buchanan Trail East  
Greencastle, PA 17225  
Matthew S. Hurley Lic. PA-AU0033413L  
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