

Honesty

Integrity

Hard Work

Professionalism



Real Estate Auction

WELL-MAINTAINED 2-STORY BRICK COLONIAL! GREAT INVESTMENT OR STARTER!

WEDNESDAY, JUNE 15, 2022 @ 3:00 PM

233 CLEVELAND AVE
WAYNESBORO, PA 17268

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



May 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 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 Wednesday, June 15, 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. Announcements made on day of sale take precedence over all printed material. (See Payment & Financing page for detailed info.)

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

Buyer possession: Buyer will have immediate possession upon closing.

Showing Dates: Saturday, June 4 & 11: 3:00 PM – 4:00 PM

General Information: ***GREAT INVESTMENT OR STARTER OPPORTUNITY!!*** Well-maintained 2-Story Brick Colonial Style home w/3 Bedrooms, 1.5 baths, Living Room, Kitchen, & unfinished basement; Convenient downtown location close to schools, shopping, & local businesses. Off street parking w/rear yard. Give it your updated touch!

This home has the following features:

- Primary Bedroom (carpet): 12x16, 2nd floor; ceiling fan
- 2 Additional Bedrooms (carpet): 11x10; 9x11.5; 2nd floor
- 1.5 Baths:
 - Full – 11.5x7.5; tub/shower; 2nd floor
 - Half – main floor; off Kitchen
- Living Room (carpet): 12x16
- Dining Room (carpet): 10.5x17
- Eat-In Kitchen (vinyl): 12x16; stove and dishwasher convey
- Storage Room: 7.5x4
- Full Unfinished Basement: connecting stairs and outside rear entrance; washer/dryer hookups
- Front Covered Porch
- 2 Side Covered Porches
- 1-Car Attached Carport
- Rear yard
- Storage Shed

Year House Built: 1900

Lot Size: Approximately 0.13+- acres

House: approximately 1,800 square feet

Location: Waynesboro Boro, Waynesboro, Franklin County, PA

Zoning: Call Waynesboro Boro: 717-762-2101

Taxes & Fees: Approximately \$1,254.00 **Tax ID:** 26-5C07.-121.-000000

Utilities:

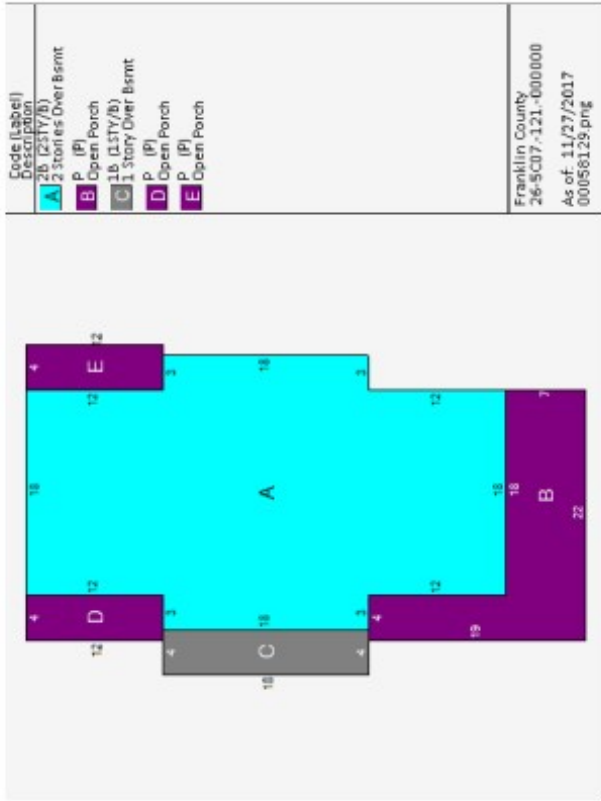
Water: Public **Sewer:** Public **Heat:** Fuel Oil Hot Water Radiators **Cooling:** None

School District: Waynesboro Area School District

Local Hospital: Waynesboro Hospital, Waynesboro; Summit Health, Chambersburg; Meritus, Hagerstown

Aerial View





IMPROVEMENT INFORMATION

DWELLING:	DETACH	HEAT DISTRIBUTION:	Hot Water
STYLE:	Colonial	HEAT SOURCE:	Oil
BUILT:		COOLING:	
EFF AGE:	YEAR(S)	WATER:	PUBLIC
GRADE:	C	SEWER:	PUBLIC
LVNG AREA:	1800 SQ FT	GAS:	
STORIES:	2	BSMT %:	100
EXTERIOR:	BRICK	BSMT FIN:	0 SQ FT
ROAD TYPE:	Paved	TTL RM #:	8
SIDEWALK:	YES	FULL BATH:	1
CLSD PRCH:	NO	HALF BATH:	0
ATTCH GAR:	NO	FIREPLACE:	0
BSMT GAR:	NO	AREA:	0 SQ FT
		AREA:	0 SQ FT
		AREA:	0 SQ FT
		BEDS:	0



LAND BREAKDOWN

PROP TYPE:	RESIDENTIAL
USE CODE:	101
USE DESC.:	RESIDENTIAL 1 FAMILY
TERRAIN:	Rolling
FRONTAGE:	38 FT
DEPTH:	146 FT
SITE SQ FT:	5548 FT
BASE ACRE:	0 ACRE(S)
TILLABLE:	0 ACRE(S)
WOODED:	0 ACRE(S)
NON TILL:	0 ACRE(S)
DEED AREA:	0.13 ACRE(S)

PROPERTY NOTES

ADDRESS: 233 CLEVELAND AVENUE
 WAYNESBORO PA 17268

PROPERTY INFORMATION

DESC:	Tax Parcel
UPI:	26-5C07-121-000000
PARENT:	UNKNOWN
CONTROL:	00058129
TAX DIST:	26
MUNCPITY:	Waynesboro 3
SCHL DIST:	Waynesboro Area School District (WASD)
DEED:	0622-0797

This Deed,

MADE the 20th day of January
 in the year nineteen hundred and sixty-eight (1968)

Between MILFORD F. GOURLEY and ISABELLE W. GOURLEY, his wife, of
 York, York County, Pennsylvania,-----

-----grantor s ,
 and RONALD L. FREEMAN and ESTHER M. FREEMAN, his wife, as tenants by
 the entires, of Waynesboro, Franklin County, Pennsylvania,-----

-----grantee s ,
 Witnessed, That in consideration of other good and valuable considerations
 and the sum of Two (\$2.00)
 dollars, in hand paid, the receipt whereof is hereby acknowledged, the said
 grantor s do hereby grant and convey to the said grantee s

All the following described real estate, situate in the Borough of
 Waynesboro, Franklin County, Pennsylvania, bounded and described as follows,
 to wit:



BEGINNING at a point on the South side of Cleveland Avenue at
 corner of lot now or formerly of John Rook; thence with the same
 South nine and three-fourths (9-3/4) degrees East one hundred fifty
 three (153) feet more or less to an alley; thence along said alley
 North eighty-one (81) degrees West thirty-five (35) feet to lot now
 or formerly of Whisler; thence by the same North nine and three-fourths
 (9-3/4) degrees West one hundred fifty (150) feet more or less to the
 edge of Cleveland Avenue; thence along said Avenue North eighty and
 one-fourth (80-1/4) degrees East thirty-five (35) feet to the place
 of beginning.

This real estate is sold and conveyed subject to the condition and
 reservation that no dwelling house or other building be erected on said lot nearer
 the south line of said Cleveland Avenue than the buildings already there and that
 all buildings be built of brick or other equally durable material and be at least
 two stories high.

Being the same real estate conveyed to the grantors herein by deed of
 Riley A. Stine, widower, dated December 15, 1961 and recorded in Franklin County
 Deed Book Vol. 558, Page 856.



REALTY TRANSFER TAX
 School District
 Amount of tax received 445.50
 Tax on Deeds Resolution 1967
 Paul W. Martini Collector

Borough of Waynesboro, Pa.
 Tax on Deeds Resolution 1967
 Amount of Tax 445.50
 Received Payment Paul W. Martini Collector

Deed

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

In Witness Whereof, said grantors have hereunto set their hands and seal the day and year first above written.

Sealed and delivered in the presence of
Christina Mace

Mary K. Maccio

Milford F. Courley (SEAL)
 Milford F. Courley and
Isabelle W. Courley (SEAL)
 Isabelle W. Courley, his wife
 (SEAL)
 (SEAL)
 Grantors

Commonwealth of Pennsylvania, } ss:
 County of ~~Franklin~~ York
 On this, the *20th* day of *January*, 19*68*, before me
 a notary public, the undersigned officer, personally appeared
 Name of Officer
 Milford F. Courley and Isabelle W. Courley, his wife

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

(SEAL)

Christina Mace
 Notary PUBLIC JUSTICE OF PEACE
 Title of Officer
 MY COMMISSION EXPIRES
 My Commission expires... 1st MON. JAN. 1970.
 I maintain my office at... *1479 N. York Road*
York County... *York, Pa.*

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the grantees herein is... 233 Cleveland Avenue, Waynesboro, Penna.

Witness my hand this *20th* day of *JANUARY*, A. D. 19 *68*.

Thomas C. [Signature]
 Attorney on behalf of Grantees



Seller's Property Disclosure

To Be Provided



Conditions of Public Sale

CONDITIONS OF PUBLIC SALE OF REAL ESTATE

OWNED BY _____,
LOCATED AT 233 Cleveland Ave, Waynesboro, PA 17268

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 21 - 22** 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 8, 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 **Franklin** County Courthouse and which may be visible by inspection of the premises.
7. **Risk of Loss.** Seller shall maintain the property grounds, fixtures and any personal property specifically sold with the property in its present condition, normal wear and tear excepted. Seller shall bear the risk of loss for fire or other casualties until the time of settlement. In the event of damage by fire or other casualty to any property included in this sale that is not repaired or replaced prior to settlement, Buyer shall have the option of rescinding this Agreement and promptly receiving all monies paid on account of the purchase price or of accepting the property in its then condition, together with the proceeds of any insurance obtainable by Seller. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in the property as of the time of execution of this Agreement.
8. **Warranty.** The Buyer expressly acknowledges and understands that the Buyer is buying the property in its present condition and that the Seller makes no representation or warranty of any kind whatsoever with regard to the condition of the premises or any components thereof, including but not limited to, the roof, the electrical system, the plumbing system, the heating system, or any other part of the structure, or any of the improvements on the land.
 - A. **Radon.** Seller has no knowledge concerning the presence or absence of radon. The Seller makes no representation or warranty with regard to radon or the levels thereof.
 - B. **Lead-Based Paint.** If the house was built before 1978, the house may have lead-based paint. Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing and has no reports or records pertaining to lead-based paint and/or hazards in the housing. A lead-based pamphlet "Protect Your Family from Lead in Your House" has been given to Buyer. Buyer waives any ten (10) day lead-based paint assessment period.
 - C. **Home Inspection.** Buyer has inspected the property. Buyer understands the importance of getting an independent home inspection and has thought about this before bidding upon the property and signing this Agreement.
 - D. **Fixtures and Personal Property.** Included in the sale and purchase price are all existing items presently installed in the property, including plumbing, heating, lighting fixtures (including, if present upon the property, chandeliers and ceiling fans; water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; shrubbery, plantings and 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

Union Home Mortgage Corp. NMLS #2229
IO NMLS 145724 | PA 44747 | MD 13862



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Mortgage Loan Officer
NMLS #409257
Rhett.Martin@f-mtrust.com
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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




Orrstown.com



Real Estate Auction Financing

DREAM IT. OWN IT.

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Harrison Frantz | Doug Corl | Lyndsey Frey | Chris Jeffcoat | Kurt Beshore

Cumberland Valley
Branch (Chambersburg)

800.554.9055

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



946 Lincoln Way East
Chambersburg, PA 17201
717.264.4534



Kristen Parr
Assistant Manager
kristen.parr@madisonsettlements.com

Behind the scenes. Ahead of the curve.



Lesa Davis



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



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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 263 Lincoln Way East, Chambersburg, PA 17201 • 717 753-3620
 201 S. 2nd Street, McConnellsburg, PA 17233 • 717 485-9244

To Speak to a Title
Professional Contact:

Vicki Ott
Owner

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



HEATHER E. MILLER



Keystone Real Estate Settlement Services, Inc.
 19 Fifth Avenue
 Chambersburg, PA 17201
 Phone: 717-446-0739
 Email: info@keystonesettlements.net
 Website: www.keystonesettlements.net



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Center Square Real Estate Settlement Services, Inc.

Clinton T. Barkdoll, Attorney/Title Agent
 Susan E. Shetter, Title Agent

9 East Main Street
 Waynesboro, PA 17268

Telephone 717-762-3374
 Facsimile 717-762-3395
 Email sue@kullalaw.com



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

Nathan C. Bonner
 Settlement Agent

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



Real Estate Settlements



Olde Towne Title

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

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

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

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

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

Washington County ♦ 1025 Mt. Aetna Rd, Hagerstown, MD 21740 ♦ 301-739-1222 ♦ Hagerstown@ottrocks.com

Frederick County ♦ 5900 Frederick Crossing La., Frederick, MD 21704 ♦ 301-695-1880 ♦ Frederick@ottrocks.com



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

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
WV-1830 * MD * FL-AU4597
R. Eugene Hurley PA Lic. AU003793L

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

