



# Real Estate Auction COZY CAPE COD IN HAMILTON PARK SUBDIVISION NORTH END HAGERSTOWN

WEDNESDAY, FEBRUARY 16, 2022 @ 3:00 PM

1025 BEECHWOOD DR HAGERSTOWN, MD 21742

Open House(s): February 5, 2022 @ 1:00 - 2:00 pm February 12, 2022 @ 1:00 - 2:00 pm

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



January 24, 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
Deed
Seller's Property Disclosure
Conditions of 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, February 16, 2022 @ 3:00 pm.

Sincerely,
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, February 5 & 12, 2022: 1:00 PM – 2:00 PM

**General Information:** <u>COZY CAPE COD IN GREAT LOCATION!</u> Great starter or investment! 2-3 bedrooms, 1 bath, kitchen, living room & partially finished basement. Convenient location in Hamilton Park subdivision in northern Hagerstown close to parks, schools, shopping & businesses; Give it your updated personal touch!

#### This home has the following features:

- ➤ Bedroom (main floor): 8.5x11 (wood under carpeting)
- ➤ Bedroom 2 (2<sup>nd</sup> floor): 9.5x14 (carpeting)
- > 1 Full Bath (main floor): 5x5 w/tub shower
- Living Room: 11.5x27 (carpet)
- Eat-In Kitchen: 16x12 (carpet); ceiling fan
- ➤ 2<sup>nd</sup> floor storage space
- ➤ Sitting area (2<sup>nd</sup> floor): 13.5x10-has closet
- ➤ w/wood burning fireplace: 15.5x14.5 (wood flooring)

- Partially finished basement: connecting stairs and walk-out level
  - o Family Room: 12x27
  - Laundry/Utility Room: 27x8
  - o Workshop: 7.5x12
- ➤ Side Deck/Porch (covered): 6x14
- > Front Covered Porch
- Street parking
- Rear yard

Year House Built: Approximately 1945

**Tax ID:** 2221013757 **Lot Size:** 0.13+-Acres **House:** approximately 1,228 sq. ft.

Location: Hamilton Park Subdivision, City of Hagerstown, Washington County, MD

**Zoning:** Call the City of Hagerstown: 301-739-8577 x138

Taxes & Fees: Approximately \$2,407

**Utilities:** 

Water: Public Sewer: Public Heat: Natural Gas Forced Air (Columbia) Cooling: Central

A/C

School District: Washington County Public School System

Local Hospital: Meritus, Hagerstown; Frederick Memorial, Frederick; Waynesboro Hospital, Waynesboro;

WellSpan-Summit Health, Chambersburg



# **Aerial View**





## Deed















RECEIVED FOR RECORD JUNE 25,1959
AT 9:32 O'CLOCK A.M.
and recorded in Liber 348

THIS DEED, MADE THIS IT DAY OF JUNE, A.D. 1959, BY CURTIS E. MULLENIX AND ELLEN G. MULLENIX, HIS WIFE, OF HAGERSTOWN, WASHINGTON COUNTY, STATE OF MARYLAND;

WITNESSETH: That for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, we, the said Curtis E. Mullenix and Ellen G. Mullenix, his wife do hereby grant and convey unto John R. Palmer, Jr. and Margaret F. Palmer, his wife, all the lot or parcel of land together with the improvements thereon, situate in Hagerstown, Washington County, Maryland, and designated as Lot No. 7, Section "F" on the No. 1 Plat of Hamilton Park made by Dyer and Price, Engineers, and recorded among the Plat Records of Washington County, Maryland, at page 304, and being Lot No. 7 in Section "F" on Plat No. 1 of Hamilton Park, as revised by Frank W. Rothenhoefer, County Surveyor of Frederick County, and recorded among the Plat Records of Said Washington County, at page 304-A; the dwelling on Said Lot Being known as No. 1025 Beechwood Drive in Said Hamilton Park; and being the same property which was conveyed to the Said Curtis E. Mullenix and Ellen G. Mullenix, his wife, by Clarence H. Andrews, Jr., and Mary F. Andrews, his wife, by Clarence H. Andrews, Jr., and Mary F. Andrews, his wife, by Norman I. Broadwater, their Attorney-in-Fact, by deed dated September 25, 1951, and recorded in Liber No. 265, folio 630, one of the Land Records of Washington County, Maryland.

THE ABOVE PROPERTY IS SUBJECT TO BUILDING RESTRICTIONS AND COVENANTS SET OUT IN THE DEED FROM ASA H. WATKINS AND JESSIE FAY WATKINS, HIS WIFE, TO HAMILTON HOMES, INC., DATED MARCH 28, 1942, AND RECORDED IN LIBER No. 218, FOLIO 438, ANOTHER OF THE AFORESAID LAND RECORDS; AND ALSO, TO CERTAIN CHANGES AND AMENDMENTS IN THE ORIGINAL BUILDING RESTRICTIONS AS SET FORTH IN AN INSTRUMENT EXECUTED BY ASA H. WATKINS AND JESSIE FAY WATKINS, HIS WIFE, AND HAMILTON HOMES, INC., DATED NOVEMBER 7, 1946, AND RECORDED THE SAME DAY AMONG THE AFORESAID LAND RECORDS.

Subject also to the reservation from the lot hereby conveyed of twelve feet of land from the Southern boundary of said lot for use as a perpetual right-of-way as a public alley or street as set forth in a deed from Hamilton Homes, Inc. to Clarence H. Andrews, Jr. and Mary F. Andrews, his wife, dated March 15, 1947, and recorded in Liber No. 240, folio 562, another of the aforesaid Land Records.

AND WE, THE SAID CURTIS E. MULLENIX AND ELLEN G.
MULLENIX, HIS WIFE, DO HEREBY COVENANT THAT WE WILL WARRANT
GENERALLY THE PROPERTY HEREBY CONVEYED AND WILL EXECUTE SUCH
OTHER AND FURTHER ASSURANCES AS MAY BE REQUISITE.

WITNESS OUR HANDS AND SEALS.

WITNESS:

Bety Baker

CURTIS E. MULLENIX (SEAL)

ELLEN G. MULLENIX (SEAL)



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## Seller's Disclosure

#### MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

NOTICE TO SELLER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned seller(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The seller(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Section 10-702 also requires the seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

- (1) A purchaser would not reasonably be expected to ascertain or observe by a careful visual inspection of the real property; and
- (2) Would pose a direct threat to the health or safety of:
  - (i) the purchaser; or
  - (ii) an occupant of the real property, including a tenant or invitee of the purchaser.

Does the s	eller(s) have actual knowledge of any later	nt defects? [_] Yes [X)No I	f yes, specify:
	Authorities		
	Karen Falmen, Penound Rep 1/21/2022 6:28:33 PM AST	Date	01/21/2022
Seller	1/2 1/20/22 0.20.33 PM NO I	Date	
	aser(s) acknowledge receipt of a copy of t informed of their rights and obligations un		
Purchaser		Date	
Purchaser		Date	

## Matthew S. Hurley Auction Company, Inc.

2800 Buchanan Trail East•Greencastle, PA 17225•717-597-9100•Fax 717-597-9922•1-866-4BIDDERS 277 East Boulevard North Suite 3 •Hagerstown, MD 21740•301-733-3330 Website: <a href="https://www.hurleyauctions.com">www.hurleyauctions.com</a> • Email: <a href="mailto:info@hurleyauctions.com">info@hurleyauctions.com</a>

#### CONDITIONS OF PUBLIC SALE OF REAL ESTATE CONDITIONS OF PUBLIC SALE OF REAL ESTATE OWNED BY LOCATED AT 1025 Beechwood Drive, Hagerstown, MD 21742 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 21 - 22 shall be pro-rated between the Buyer and Seller to the date of settlement on a fiscal year basis. All real state taxes for prior years have or will be paid by the Seller. <u>Transfer Taxes.</u> Seller shall pay <u>1/2</u> of the realty transfer tax and Buyer shall pay <u>1/2</u> of the reshall be responsible for any additional transfer taxes imposed on any assignment of this Agreement by Buyer. of the realty transfer tax, provided, however, that the Buyer 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 April 4, 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. 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 **Washington**County Courthouse and which may be visible by inspection of the premises. rights-of-way of record in the Washington 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. 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. 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. 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. "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. 10. <u>Dispute Over Handmonies.</u> In the event of a dispute over entitlement of handmoney deposits, the agent holding the deposit may either retain the monies in 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. (SEAL) Seller (SEAL) Seller Telephone No. AGREEMENT OF BUYER(S) Telephone No: hereby acknowledge that I/we have become the Buyer(s) of real estate known as for the purchase price of \$ subject to the foregoing conditions of sale with which I/we agree to comply.

Buyer

Buyer

(SEAL)

(SEAL)

Balance due at final settlement

Hand money delivered to Auction Company

Dated:

Purchase Price



# How to Buy Real Estate at Auction

Buying at a Hurley auction is easy and fun. We are dedicated to providing the best possible experience for our buyers.

- ❖ Do your homework! Inspect the property and review the information packet. We want you to be comfortable and confident about your purchase.
- ❖ What does the term "Reserve" mean? Under a reserve auction the auctioneer will submit the highest and best bid to the seller. The seller has the right to accept or reject that bid.
- ❖ What does the term "Absolute" mean? In as absolute auction, the property will be sold to the last and highest bidder regardless of price.
- ❖ **Do I need to pre-qualify?** No. We normally do not require any pre-qualification to bid. However, if you intend to obtain bank financing, the bank will require you to qualify for their loan. The deposit you make on auction day is not contingent upon financing. Financing information can be found on the last page of this packet.
- ❖ You will need a down payment as described in the general information section.
- Gather all available information and determine what the property is worth to you.
- The auction will begin promptly at the scheduled time. You should arrive at least 30 minutes early to register with our cashier. You will need your driver's license or another form of photo ID.
- ❖ Listen carefully to all announcements made the day of the auction. Please ask any questions you may have.
- ❖ When the auction actually begins, the auctioneer will ask for bids. He will say numbers until someone in the crowd agrees to offer the amount asked for. For example, the auctioneer may ask for \$100,000 and he may need to come down to \$75,000 until somebody agrees to bid. At this point the action begins and the bidding begins to go up. The auctioneer will call out the next bid he is looking for. If you are willing to pay that amount simply raise your hand. There may be several people bidding at first so don't be shy, raise your hand. If you feel the auctioneer doesn't see you, don't be afraid to wave your hand or call out. Eventually everyone will drop out but one bidder. At this point, if the property reaches an amount approved by the seller, the property will be sold to the high bidder. If it doesn't reach a price acceptable by the seller, the high bidder may then negotiate with the seller.
- ❖ If you are the winning bidder, you will then be declared the purchaser and will be directed how to finalize the sale by signing the sales agreement and paying the required down payment.
- ❖ It is the Buyer's responsibility to schedule the settlement with the desired settlement company. If you need assistance in locating one near you please contact us.

Easy as 1,2,3!!!!!!!!!. Purchasing at auction is fun & dynamic. Enjoy the experience. If you have additional questions about auctions, please contact Hurley Auctions at 717-597-9100.



# Acceptable Methods of Payment

Each Real Estate Auction requires that a non-refundable down payment be made at the time the property is struck down. The following methods are the only methods of payment accepted by Hurley Auction Co. Inc. unless otherwise approved by Hurley Auctions:

- 1) Cash (payments of \$10,000 and above require completion of IRS Form 8300)
- 2) **Certified or Cashier's Check** payable to Matthew S. Hurley Auction Co. Inc.
- 3) **Personal Check** accompanied by a Bank Letter of Guarantee (see sample below). Letter must read as follows and must be signed by an officer of the bank.

#### **Bank Letter of Guarantee**

Date: (Date of letter)

To: Matthew S. Hurley Auction Co. Inc

2800 Buchanan Trail East Greencastle, PA 17225

Re: (Full Name of Customer requesting Letter of Guarantee)

This letter will serve as your notification that (Name of Financial Institution) will honor/guarantee payment of any check(s) written by (Customer), up to the amount of (\$ X,XXX.XX).

Drawn on account # (Customer's account number).

This guarantee will apply only to the Matthew S. Hurley Auction Co. Inc for purchases made (Date of Sale) only. **NO STOP PAYMENTS WILL BE ISSUED.** 

If further information is required, please feel free to contact this office.

Sincerely,

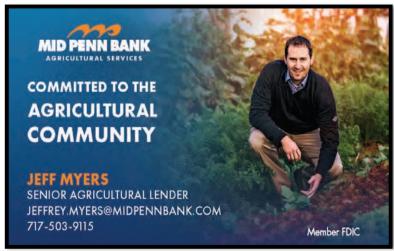
Name of Officer Title Bank & Location Office Phone #



# Real Estate Auction Financing

Purchasing a home at auction has never been easier. In fact, each year real estate auctions become more and more popular. The following financial institutions/mortgage companies are familiar with the auction process and have representatives available to pre-qualify and assist you in all your real estate auction financing needs.

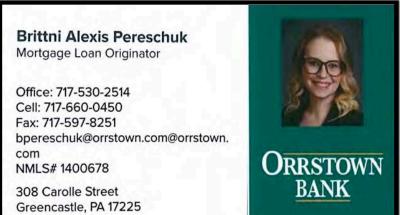






# Real Estate Auction Financing





Orrstown.com







## Real Estate Settlements

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







## Real Estate Settlements



## Olde Towne Title

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

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

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

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

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

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





## Real Estate Settlements





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

### ABOUT OUR COMPANY

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

#### **OUR MISSION**

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



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