

Honesty

Integrity

Hard Work

Professionalism



Real Estate Auction
***2-STORY COLONIAL ON LARGE LOT IN
SMITHSBURG-GREAT LOCATION CLOSE TO SCHOOLS!
GREAT INVESTMENT OPPORTUNITY!***

FRIDAY, APRIL 29, 2022 @ 3:00 PM

29 N MAIN ST
SMITHSBURG, MD 21783

Open House(s):
April 9, 2022 @ 3:00 - 4:00 pm
April 23, 2022 @ 3:00 - 4:00 pm



April 4, 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 View
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 Friday, April 29, 2022 @ 3:00 pm.

Sincerely,

A handwritten signature in black ink that reads "Matt Hurley". The signature is written in a cursive, flowing style.

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. 10% Buyer's Premium added to final bid price. 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, April 9 & 23, 2022: 3:00 PM – 4:00 pm

General Information: **GREAT INVESTMENT OPPORTUNITY!!** Spacious, 2-Story Colonial Style home w/3-4 Bedrooms, 1 bath, living room, eat-in kitchen, floored attic, & attached workshop. 28x14 garage/shed; located on 0.5+-acre lot w/large rear yard; Convenient town location close to schools & businesses; Give this fixer upper your TLC!

This home has the following features:

- Primary Bedroom (wood floors): 13.5x9; main level
- Bedroom 2 (wood floors): 14x11; 2nd level
- Bedroom 3 (wood floors): 14x10; 2nd level
- 2 Additional Rooms -2nd floor- (wood floors): 8x11 & 13.5x11; 2nd level; both are pass thru
- 1 Full Bath: 7.5x5; main level; metal shower stall
- Living Room (wood floors): 23x11
- Eat-in Kitchen (vinyl floors): 11.5x17.5; washer/dryer hookups
- Family Room: 10x15.5
- Basement: partial; dirt floor
- 1-Car Garage: 28x14
- 2 Attics-connecting stairs
- Storage Shed/garage: 14.5x11-electric garage door opener

Year House Built: Approximately 1860

Lot Size: Approximately 0.5+- acres **House Size:** approximately 1,732 sq ft

Location: Smithsburg, Washington County, MD

Zoning: Call Washington County MD: 240-313-2469

Taxes: Approximately \$1,435.00 **Tax ID:** 2207005318

Utilities:

Water: Public **Sewer:** Public **Heat:** Leased Tank Propane-Propane heater in living room & kitchen **Cooling:** none

School District: Washington County Public Schools

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





Mailing Address: PO BOX 221 SMITHSBURG MD 21783-0221 Deed Reference: /00462/ 00653

Location & Structure Information

Premises Address: 29 N MAIN ST SMITHSBURG 21783-0000 Legal Description: LOT 82.5X264 29 N MAIN ST

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0402	0000	1747	7020126.22	0000				2022	Plat Ref:

Town: SMITHSBURG

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
1860	1,732 SF		21,780 SF	

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
2	YES	STANDARD UNIT	SIDING/ FRAME	3	0 full/1 half	1 Detached	

Deed

Received for Record October 27, 1967
 at 3:29 o'clock P. M.
 Receipt No. 50537 LIBER 462

THIS DEED, Made this 27th day of October, A.D., 1967, by us, Richard E. Keller and Phyllis R. Keller, his wife, of Washington County, Maryland.

WITNESSETH: That for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations, receipt whereof is hereby acknowledged, we, the said Richard E. Keller and Phyllis R. Keller, his wife, do hereby grant and convey unto LUTHER L. GARDNER and DORIS ARELENE GARDNER, his wife, all that parcel of land together with the improvements thereon and all the rights and appurtenances thereunto belonging or in anywise appertaining, situate and lying in the town of Smithsburg, in Washington County, Maryland, and more particularly described as follows:

Being situate and lying along and on the West side of North Main Street in said town of Smithsburg and being part of a tract of land called "Shadrack's Lot", and is shown and designated as Lot No. 43 on the General Plat of Smithsburg, aforesaid, and having a frontage of 82 1/2 feet on said North Main Street and running back therefrom with the same uniform width a distance of 264 feet and adjoining the property formerly belonging to Frank M. Baechtell on the North and the property formerly belonging to Charles Hiteshow on the South, and containing 80 square perches of land, more or less, and being the same property conveyed by Lilah M. Bushey, etal, to the grantors herein by deed dated October 22, 1960 and recorded among the Land Records of Washington County, Maryland, in Liber No. 362, folio 402.

And we, the said Richard E. Keller and Phyllis R. Keller, his wife, do hereby covenant that we will warrant generally the property hereby conveyed and that we will execute such other and further assurances thereof as may be requisite.

WITNESS our hands and seals.

Witness:

Richard E. Keller (SEAL)
 Richard E. Keller

Phyllis R. Keller (SEAL)
 Phyllis R. Keller

STATE OF MARYLAND, WASHINGTON COUNTY, To-Wit:-

I HEREBY CERTIFY, That on this 27th day of October A. D., 1967, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Richard E. Keller and Phyllis R. Keller, his wife, personally known to me to be the persons whose names are subscribed to the foregoing instrument and who did each acknowledge that they executed the same for the purposes therein contained.

Witness my hand and official Notarial Seal.

James Rickett
 Notary Public

My Commission Expires:

July 1, 1969



29 N Main St Smithsburg Md



Seller's Property 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 owner(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 seller(s) have actual knowledge of any latent defects? Yes No If yes, specify:

Stone exterior walls in need of repair - crumbling and/or bowing in areas; ceiling in living room cracked; knob and tube wiring

Seller Gay G. Gochline Date 4-1-2022

Seller _____ Date _____

The purchaser(s) acknowledge receipt of a copy of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Purchaser _____ Date _____

Purchaser _____ Date _____



Conditions of Public Sale

CONDITIONS OF PUBLIC SALE OF REAL ESTATE

OWNED BY _____,
LOCATED AT 29 N. Main St., Smithsburg, MD 21783

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 June 13, 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 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.
 - 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.

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)
800.554.9055
www.AgChoice.com

AgChoice
Farm Credit

Find us on NMLS #645693

COMMITTED TO THE AGRICULTURAL COMMUNITY

JEFF MYERS
SENIOR AGRICULTURAL LENDER
JEFFREY.MYERS@MIDPENNBANK.COM
717-503-9115

Member FDIC



Real Estate Auction Financing


Mortgage Solutions **F&M TRUST**



Rhetta Martin
Mortgage Originator
NMLS # 409257
717.261.3567
rhetta.martin@f-mtrust.com

Member **FDIC** fmtrustonline.com

Brittini 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 BANK
Orrstown.com

Let's Get You Home.



Jim Gullace
Loan Officer
NMLS ID: 532690
e: jgullace@firsthome.com
c: (240) 675-0865

FIRST HOME MORTGAGE **LENDER** First Home Mortgage Corporation NMLS ID #71603 (www.nmlsconsumeraccess.org)

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

UNIONHOME MORTGAGE

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



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

APLUS

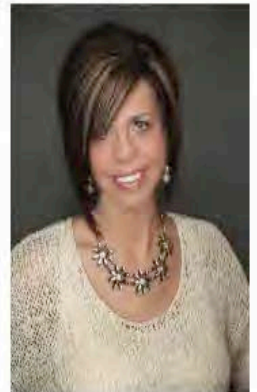
SETTLEMENT SERVICES, INC.

With 3 Locations to Better Serve Our Customers:

17A W. Baltimore Street, Greencastle, PA 17225 • 717 593-9300
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



"An Attorney At Every Settlement"

Real Estate Settlement Services, Inc.

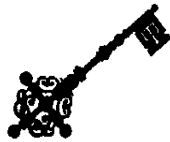
Clinton T. Barkdoll, Attorney/Title Agent
Susan E. Shetter, Title Agent

9 East Main Street
Waynesboro, PA 17268

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



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



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

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

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-AU003413L WV-1830 *
MD * FL-AU4597
R. Eugene Hurley PA Lic. AU003793L
Matthew S. Hurley Auction Company, Inc. AY002056

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

