

Honesty

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Professionalism



Real Estate Auction

COMING SOON! CHECK BACK FOR UPDATES! GREAT INVESTMENT OPPORTUNITY! GIVE THIS ONE YOUR TLC!

MONDAY, JUNE 27, 2022 @ 3:00 PM

73 W WATER ST
SMITHSBURG, MD 21783

Open House(s):
June 18, 2022 @ 3:00 - 4:00 pm
June 25, 2022 @ 3:00 - 4:00 pm



June 1, 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 Monday, June 27, 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. 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, June 18 & 25, 2022: 3:00 PM – 4:00 pm

General Information: **GREAT INVESTMENT OPPORTUNITY!!** 2-Story Colonial Style home w/tons of potential! Home has 2-3 bedrooms, 1 bath, living room, dining room, & eat-in kitchen. Located on 0.16+-acre lot w/rear yard; Convenient town location close to schools & businesses; Give this fixer upper your TLC!

This home has the following features:

- Bedroom 1 (carpet): 2nd level; walk-in closet
- Bedroom 2 (wood floors): 2nd level
- Bedroom 3: 2nd level; off bathroom; pass-thru
- 1.5 Baths: Full bath on 2nd level; Half bath on main level
- Living Room (carpet)
- Dining Room (vinyl)
- Eat-in Kitchen
- Enclosed Porch: washer/dryer hookups
- Full Basement: outside entrance

Year House Built: Approximately 1900

Lot Size: Approximately 0.16+- acres **House Size:** approximately 1,320 sq ft

Location: Smithsburg, Washington County, MD

Zoning: Call Washington County MD: 240-313-2430

Taxes: Approximately \$1,484.00 **Tax ID:** 2207008775

Utilities:

Water: Public **Sewer:** Public **Heat:** Forced Air; Leased Tank Propane **Cooling:** none

School District: Washington County Public Schools

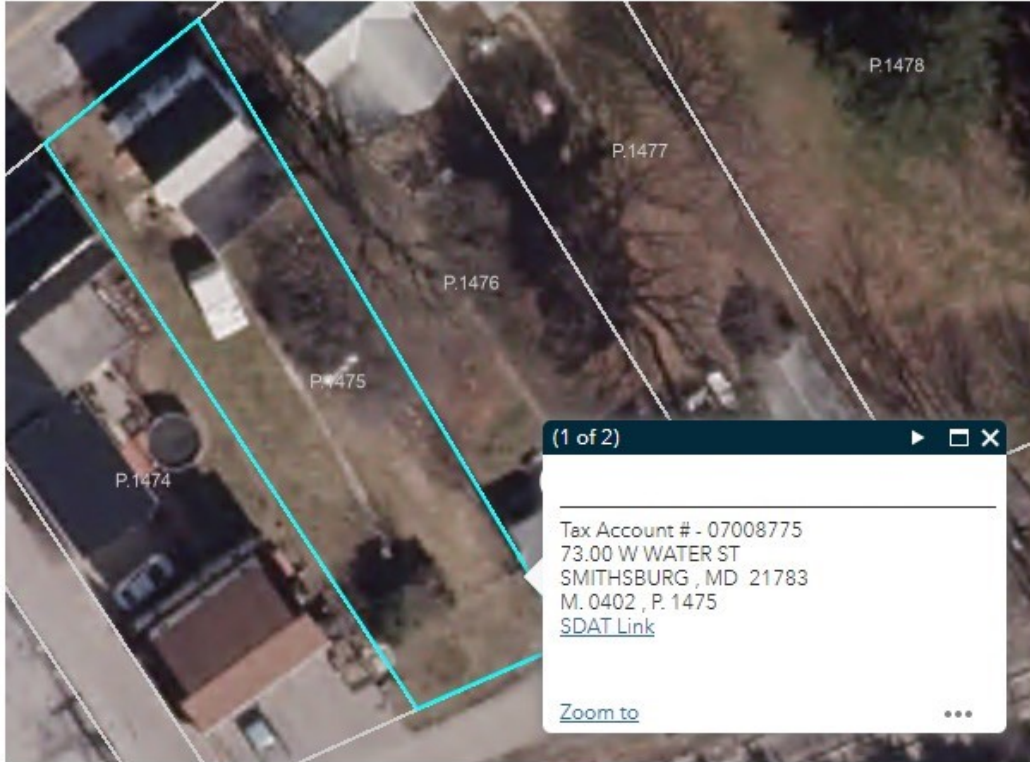
Local Hospital: Meritus, Hagerstown; Wellspan Health, Waynesboro; Wellspan Health, Chambersburg

Aerial View





Tax Card Snip



Account Identifier: **District - 07 Account Number - 008775**

Owner Information

Owner Name: _____ Use: RESIDENTIAL
 Principal Residence: NO
 Mailing Address: _____ Deed Reference: /00561/ 00616

Location & Structure Information

Premises Address: 73 W WATER ST Legal Description: LOT 41.5X171 .16AC
 SMITHSBURG 21783-0000 73 W WATER ST

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0402	0000	1475	7020126.22	0000				2022	Plat Ref:

Town: SMITHSBURG

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
1900	1,320 SF		7,096 SF	

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



Deed

JUN -7-73 B# 15613 *****5.50

Received for Record June 7, 1973
at 2:35 o'clock P. M.
Liber No. 561

THIS DEED, made this 6th day of June 1973, by ROBERT E. KUCZYNSKI, Trustee, of Washington County, Maryland.

WHEREAS, on this 6th day of June 1973, Nancy Davis Kline conveyed the hereinafter described property unto Robert E. Kuczynski, Trustee, for the purpose of reconveying the same unto the said Nancy Davis Kline and Richard E. Kline, Jr., her husband, as tenants by the entirety, by deed recorded immediately preceding this deed, to which deed reference is hereby made.

NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the sum of ONE (\$1.00) DOLLAR, and other good and valuable considerations, the receipt of which is hereby acknowledged, I, the said Robert E. Kuczynski, Trustee, do hereby grant and convey unto NANCY DAVIS KLINE and RICHARD E. KLINE, JR., her husband, as tenants by the entirety, ALL the following described tract or parcel of land, together with the improvements thereon, and all the rights and appurtenances thereunto belonging or in any wise appertaining, situate and lying in the town of Smithsburg, in Washington County, Maryland, and more particularly described as follows: Being situated and lying along and on the South side of West Water Street on the Hagerstown and Smithsburg State Road, in said town, and beginning for the outlines of the same at a post on the line of the Western Maryland Railway right of way, said post being 41 1/4 feet from a stake on the East side of a private road or alley leading from the Hagerstown and Smithsburg Turn Pike to the old Reservoir, and running with said Railway right of way North 63 1/2 degrees East, 41 1/4 feet to a stake; thence North 29 1/2 degrees; West 185 feet to a stake in the said Hagerstown and Smithsburg Turnpike; thence with said Turnpike South 53 1/4 degrees, West 43 feet to a stake; thence South 29 degrees, East 171 /3 feet to the place of beginning; BEING the same property conveyed by Nancy Davis Kline to Robert E. Kuczynski, Trustee, by deed of even date herewith and intended to be recorded among the said Land Records immediately preceding this deed, to which deed reference is hereby made.

The above property is conveyed subject to the alleys, streets, and ways described and set forth in a deed from Harry Newcomer, unmarried, to Bertha Fahrney Davis and Alvey M. Davis, her husband, dated March 3, 1943, and recorded at Liber 222, folio 21, among the Land Records of Washington County, Maryland.

WITNESS my hand and seal.

WITNESS:

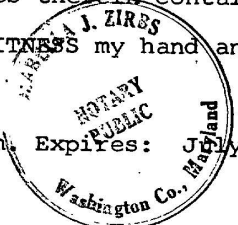
Isabel J. Zirk

Robert E. Kuczynski (SEAL)
Robert E. Kuczynski

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY, that on this 6th day of June, 1973, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ROBERT E. KUCZYNSKI, Trustee, and acknowledged that he executed the foregoing deed for the purposes therein contained.

WITNESS my hand and Notarial Seal.



My Comm. Expires: July 1, 1974

Isabel J. Zirk
Notary Public



Seller's Property Disclosure

To Be Provided



Conditions of Public Sale

CONDITIONS OF PUBLIC SALE OF REAL ESTATE

OWNED BY _____,
LOCATED AT 73 W Water St, Smithsburg, MD 21783

- 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 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.
- 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.
- 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 11, 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. ***10% Buyers Premium added to final bid price**
- 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.
- 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.
 - 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 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.
 - 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.
- 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.
- 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

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Brittni Alexis Pereschuk
Mortgage Loan Originator

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Cell: 717-660-0450
Fax: 717-597-8251
bpereschuk@orrstown.com@orrstown.com
NMLS# 1400678

308 Carolle Street
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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
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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
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 Facsimile 717-762-3395
 Email sue@kullalaw.com



**Buchanan Settlement
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Nathan C. Bonner
 Settlement Agent

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 Waynesboro, PA 17268

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 Ph: 717.263.5001 X103
 Fax: 717.765.0172

Email: nathan@buchanansettlements.com



Real Estate Settlements



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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
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Greencastle, PA 17225
Matthew S. Hurley Lic. PA-AU0033413L
WV-1830 * MD * FL-AU4597
R. Eugene Hurley PA Lic. AU003793L

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