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Professionalism



Real Estate Auction
**COMING SOON! SOLD TO HIGHEST BIDDER! CHECK BACK
FOR UPDATES!**

MONDAY, SEPTEMBER 28, 2020 @ 3:00 PM

4662 OLD FORGE RD
FAYETTEVILLE, PA 17222

Open House:
September 19, 2020 @ 3:00 - 4:00 pm



September 8, 2020

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
Deed
Aerial View
Tax Parcel Snip
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, September 28, 2020 @ 3:00 pm.

Sincerely,

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: \$2,000 in certified funds day of auction. 10% Buyers Premium added to final bid price – minimum \$2,000. 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, September 19, 2020 3:00 PM – 4:00 PM

General Information: 0.33+-ACRE LOT--Original home burned in fire & still on premises; Existing well, septic, & unfinished basement on property; Rural, quiet location in the South Mountain area steps away from state forest/game lands.

This property has the following features:

- Partly wooded, Backs to Trees, Rural
- Front & Rear Yard
- Driveway
- 1973 Mercury automobile-does not run-will stay at property-seller has title to convey

Lot Size: Approximately 0.33+- acres

Location: Quincy Township, Fayetteville, Franklin County, PA

Zoning: Call Quincy Township: 717-762-5679

Taxes: Approximately \$103.00 - Tax ID: 19-L05P-9

Utilities:

Water: Well **Sewer:** On-Site Septic **Heat:** None **Cooling:** None

School District: Waynesboro Area School District

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

Deed

PA. WARRANTY DEED.—11.

PAID BY
 THE PLAINFORD CO.
 WILLIAMSBURG, PA. 17251
 ALL RIGHTS RESERVED

Quit Deed

Made the 5th day of January
 Nineteen hundred and seventy-eight.

Between FLOYD J. BAKER AND ANNA MAE V. BAKER, his wife, of Quincy Township, Franklin County, Pennsylvania, GRANTORS,

A N D

JEFFREY ALLEN BAKER, single, of Quincy Township, Franklin County, Pennsylvania, GRANTEE.

Witnesseth, That in consideration of ONE (\$1.00)

in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantee,

All the following described real estate lying and being situate in Quincy Township, Franklin County, Pennsylvania, bounded and described as follows:

Tract No. 1: BEGINNING at a point at the East side of the Antietam public road, a corner common to lot of Clyde Baker; thence along and with said public road and by lands of Gilbert Blizzard, North 6 degrees 30 minutes West 81.3 feet to a point; thence leaving said road and by other lands of Harold Kauffman, North 81 degrees 50 minutes East, 136.0 feet to an iron marker in line of lands of Ruth Wagaman; thence by said lands, South 6 degrees 30 minutes East 81.3 feet to an iron marker and as established as the Northeast corner of the said Clyde Baker lot; thence with the North line of the said Clyde Baker lot, South 81 degrees 50 minutes West 136.0 feet to the place of BEGINNING; CONTAINING 0.2537 of an acre, according to plot of survey made by F. L. Greenwalt, engineer, dated February 26, 1949.

BEING the same real estate which Floyd J. Baker and Anna Mae V. Baker, his wife, by their Deed dated August 29, 1969, and recorded at Franklin County, Pa., Deed Book Volume 642, Page 1007, conveyed to Floyd J. Baker and Anna Mae V. Baker, his wife, as tenants by the entirety, Grantors herein.

Tract No. 2: BEGINNING at an iron pin at the Eastern edge of Quincy Township Road No. 378; thence along other lands of Harold E. and Myrtle Kauffman, North 81 degrees 50 minutes East 136 feet to an iron pin; thence along lands formerly of Sophia Butler, now Ruth Wagaman, South 6 degrees 30 minutes East 25 feet to an iron pin; thence along other lands of the grantors herein, South 81 degrees 50 minutes West 136 feet to an iron pin at the Eastern edge of the aforementioned road; thence along the Eastern edge of the aforementioned road, North 6 degrees 30 minutes West 25 feet to the iron pin at the place of BEGINNING; CONTAINING 3,400 square feet according to the survey of John Howard McClellan, dated August 19, 1969.

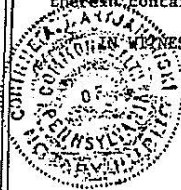
Deed

BEING the same real estate which Harold E. Kauffman and Myrtle Kauffman, his wife, by their Deed dated August 29, 1969, and recorded in Franklin County, Pa., Deed Book Vol. 642, Page 1010, conveyed to Floyd J. Baker and Anna Mae V. Baker, his wife, Grantors herein.

UNDER AND SUBJECT to the right of Anna Mae Vivian Baker to reside in the afore-described premises for as long as she shall live at no rent.

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF FRANKLIN) SS:

On this, the 5 day of January, 1978, before me, a notary public, the undersigned officer, personally appeared Floyd J. Baker, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.



WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Corinne A. Maryjanowski

CORINNE A. MARYJANOWSKI, N.P.
Gallford Twp., Franklin Co., Pa.
My Commission Expires Jan. 8, 1979

And the said grantors do hereby warrant generally the property hereby conveyed,

Aerial View





Tax Parcel Snip



LAND BREAKDOWN

PROP TYPE: RESIDENTIAL - OUTBUILDINGS
USE CODE: 109
USE DESC.: AUXILIARY IMPROVEMENTS
TERRAIN: Rolling
FRONTAGE: 106 FT TYPE: ACTUAL
DEPTH: 136 FT TYPE: ACTUAL
SITE SQ FT: 14416 FT
BASE ACRE: 0 ACRE(S)
TILLABLE: 0 ACRE(S)
WOODED: 0 ACRE(S)
NON TILL: 0 ACRE(S)
DEED AREA: 0.33 ACRE(S)

PROPERTY NOTES

PROPERTY INFORMATION

DESC: Tax Parcel
UPI: 19-0L05P-009.-000000
PARENT: UNKNOWN
CONTROL: 00043275
TAX DIST: 19
MUNCPLTY: Quincy Township
SCHL DIST: Waynesboro Area School District (WASD)
LOT #:
ADDRESS: 4662 OLD FORGE ROAD



Conditions of Public Sale

OWNED BY _____,

LOCATED AT 4662 Old Forge Road, Fayetteville, PA 17222

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 20 21 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.** \$2,000 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 November 12, 2020 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 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; built-in appliances; and the range/oven unless otherwise stated). 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.

Dated: _____ (SEAL)
Seller

Dated: _____ (SEAL)
Seller

Telephone No. _____

AGREEMENT OF BUYER(S)

I/We _____

Of _____

Telephone No: _____

hereby acknowledge that I/we have become the Buyer(s) of real estate known as

4662 Old Forge Road, Fayetteville, PA 17222 for the purchase price of \$ _____ subject to the foregoing conditions of sale with which I/we agree to comply.

Buyer (SEAL)

Dated: _____ (SEAL)
Buyer

Purchase Price \$ _____

Hand money delivered to Auction Company \$ _____

Balance due at final settlement \$ _____



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
- 2) Certified or Cashier's Check payable to Hurley Auctions.
- 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.

Letter of Guarantee

Date: (Date of letter)

To: Hurley Auctions
2800 Buchanan Trail East
Greencastle, PA 17225

Re: (Customer requesting Letter of Credit)

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 Hurley Auctions 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.

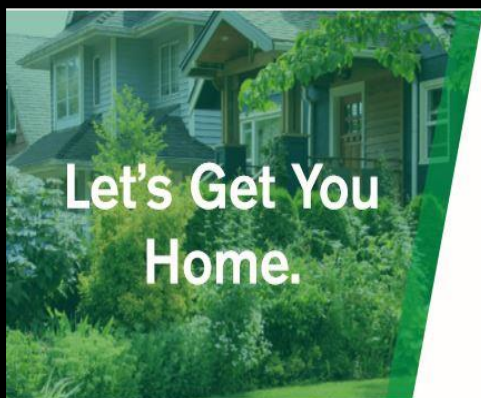
Sincerely,

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.



Let's Get You Home.

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

 **FIRST HOME MORTGAGE**  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

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

UNIONHOME MORTGAGE

Mortgage Solutions **F&M TRUST**



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

 **Member FDIC** fmtrustonline.com

FINANCING AND SERVICES FOR ALL YOUR AGRICULTURAL AND COUNTRY LIVING NEEDS



 **AgChoice Farm Credit**
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Branch (Chambersburg)
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www.AgChoice.com
Find us on  NMLS #645693

Heather Weeks, Doug Corl, Don Chlebowski & Emme Rickabaugh

 **MID PENN BANK**
AGRICULTURAL LENDING



Jeff Myers
Senior Agricultural Lender
717-503-9115
jeffrey.myers@midpennbank.com

 **Member FDIC**



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



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

Dawn E. Monn
Title Agent

www.BuchananSettlements.com

2025 East Main Street
 Waynesboro, PA 17268

Ph: 717.762.1415 x105
 Ph: 717.263.5001 x 105
 Fax: 717.765.0172

E-mail: jevanslaw-buchanan@supernet.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

Signature
SETTLEMENTS
TRI-STATE[®]

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-AU0033413L
WV-1830 * MD * FL-AU4597
R. Eugene Hurley PA Lic. AU003793L

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

