

Honesty

Integrity

Hard Work

Professionalism



LARGE LAND/FARM AUCTION
965+-ACRES! MIX OF FARM & WOODLAND BEING
OFFERED IN 14 TRACTS, COMBINATIONS & AS A
WHOLE!

FRIDAY, OCTOBER 2, 2020 @ 1:00 PM

SNOW HILL ROAD
NEW ENTERPRISE, PA 16664

Open House(s):
September 19, 2020 @ 11:00 - 1:00 pm
September 26, 2020 @ 11:00 - 1:00 pm



August 24, 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
Subdivision Plat
USDA Farm Map
Deed
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, October 2, 2020 @ 1:00 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: \$10,000 in certified funds required day of auction for tracts up to 75 acres; \$20,000 in certified funds for tracts 75-200 acres, and \$300,000 if purchased as a whole. 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 & September 26, 2020: 11:00AM to 1:00PM

General Information: **965+-ACRES OF PRIME LAND!** Mix of farm pasture & crop land, mountain land & woodland ranging from 10+, 50+, 100+, & 150+acres offered in 14 separate tracts, combination(s) of tracts & as a whole. Located in fertile Morrison's Cove. Excellent soils. Road frontage on ALL tracts. Outbuildings in good condition. Water on multiple tracts. Beautiful views in every direction. Near state game lands. Easy access to PA Turnpike, I-99 & Rt.30.



TRACT 1: 116+- Acres Farmland-tillable/pasture; Bank Barn, well head, & intermittent stream on property; road frontage on Muley Lane & Snow Hill Rd

Tax Parcel: F.05-0.00-058

Taxes: \$1,067.63



TRACT 2: 160+- Acres Farmland-tillable; Equipment building, 3 Silos, Summer Kitchen, well head; road frontage on Brumbaugh Rd (Rt. 869), Juniors Rd, Pis Rd & Snow Hill Rd

Tax Parcel: F.05-0.00-058-002

Taxes: \$1,416.90



TRACT 3: 52+- Acres Farmland-tillable; road frontage on Brumbaugh Rd (Rt. 869) & Salemville Rd

Tax Parcel: F.05-0.00-111 (on same tax parcel as Tract 4)

Taxes: \$2,107.07 (combined total for Tracts 3 & 4)



TRACT 4: 76+- Acres Farmland-tillable; road frontage on Brumbaugh Rd (Rt. 869), Guyer Corner Rd & Salemville Rd

Tax Parcel: F.05-0.00-111 (on same tax parcel as Tract 3)

Taxes: \$2,107.07 (combined total for Tracts 3 & 4)



TRACT 5: 57+- Acres Farmland-tillable/pasture; road frontage on Guyer Corner Rd & Crawford Rd

Tax Parcel: F.05-0.00-055

Taxes: \$549.07



TRACT 6: 110+- Acres Farmland Pasture/Wooded w/Horse Barn with fencing, pipe-fed watering hole; road frontage on Brumbaugh Rd (Rt. 869)

Tax Parcel: F.05-0.00-016 & F.05-0.00-017

Taxes: \$467.77



TRACT 7: 62+-Acres Wooded; income from 911 tower agreement; road frontage on Rt 869; Great hunting tract!

Tax Parcel: F.05-0.00-058-003(on same tax parcel as Tracts 11 & 12)

Taxes: \$1,069.70 (combined total for Tracts 7,11 & 12)



TRACT 8: 32+- Acres Farmland-mix of tillable/pasture/wooded; road frontage on Brumbaugh Rd (Rt. 869)

Tax Parcel: F.05-0.00-056

Taxes: \$197.12



TRACT 9: 30+- Acres Farmland-mix of tillable/pasture; road frontage on Brumbaugh Rd (Rt. 869) & Juniors Rd.

Tax Parcel: F.05-0.00-057

Taxes: \$289.48



TRACT 10: 61+- Acres; mix of farmland/wooded; split by Lafayette Rd (Rt. 867); road frontage on Lafayette Rd (Rt. 867), Brumbaugh Rd (Rt. 869) and Juniors Rd

Tax Parcel: F.05-0.00-058-001

Taxes: \$572.28



TRACT 11: 10+- Acres Farmland tillable/pasture; road frontage on Lafayette Rd (Rt. 867) & Pis Rd

Tax Parcel: F.05-0.00-058-003(on same tax parcel as Tracts 7 & 12)

Taxes : \$1,069.70 (combined total for Tracts 7,11 & 12)



TRACT 12: 74+-Acres mix of farmland/wooded; split by Lafayette Rd (Rt. 867); road frontage on Lafayette Rd (Rt. 867) and Pis Rd

Tax Parcel: F.05-0.00-058-003(on same tax parcel as Tracts 7 & 11)

Taxes : \$1,069.70 (combined total for Tracts 7,11 & 12)



TRACT 13: 33+- Acres Farmland w/springhouse; road frontage on Lafayette Rd (Rt. 867) & Muley Lane

Tax Parcel: F.05-0.00-061 & F.05-0.00-061A

Taxes: \$413.20



TRACT 14: 92+-Acres wooded w/cleared area in front & spring; road frontage on Lafayette Rd (Rt. 867)

Tax Parcel: F.05-0.00-013 & F.05-0.00-060

Taxes: \$129.42

*Note - Any current leases will end in November.

Location: South Woodbury Township, New Enterprise, Bedford County, PA

Zoning: Call Bedford County Planning Department: (814) 623-4807

Taxes on Whole: Approximately \$7,212.01; All parcels in Clean and Green with the exception of parcel F.05-0.00-061-A; Call Bedford County Tax Assessment Office (814)623-4842

Utilities:

Water: Spring house on Tracts 13 & 14, Well head on Tracts 1 & 2

Sewer: No Septic System

School District: Bedford Area School District

Local Hospital: UPMC Bedford, Everett; Conemaugh Nason Medical Center, Roaring Spring

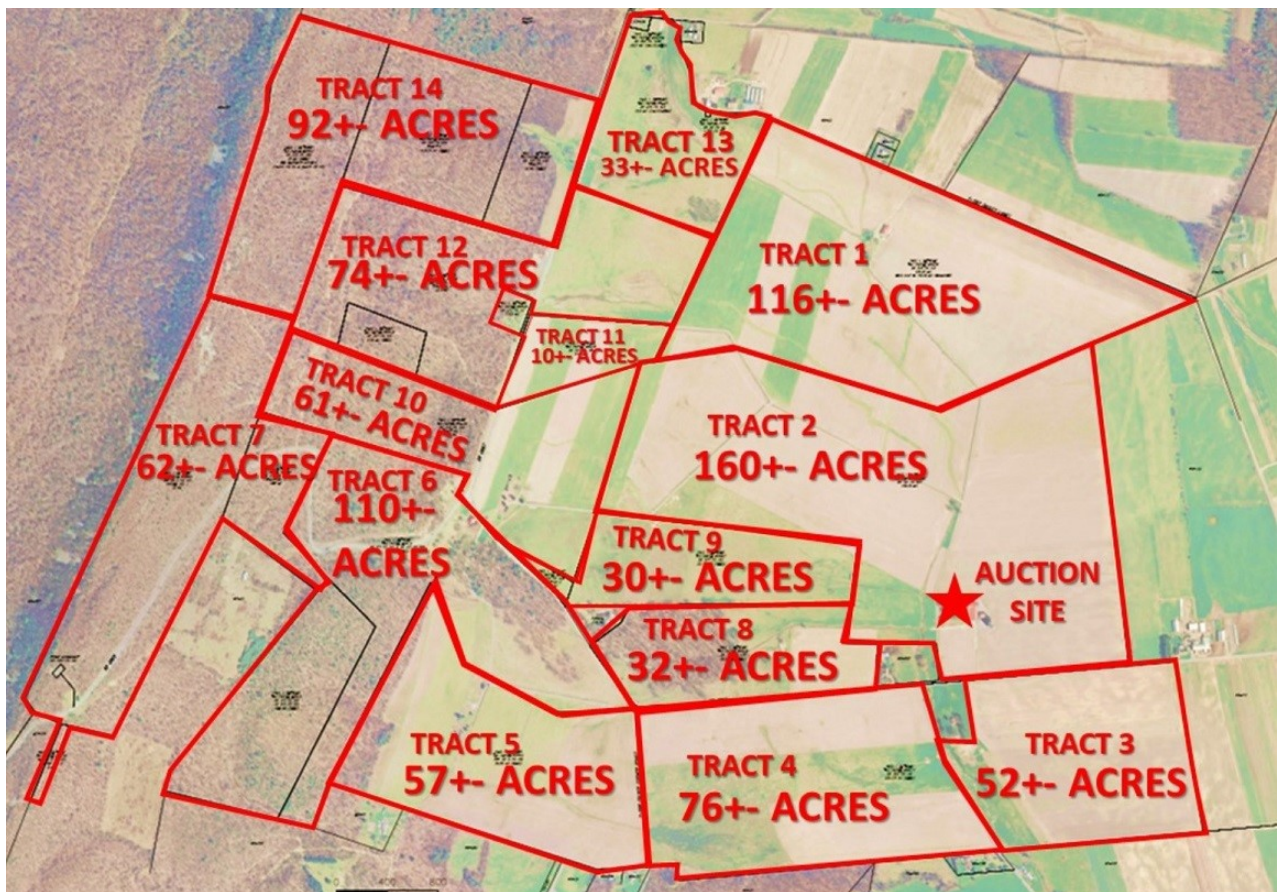
[CLICK HERE FOR PLOT PLAN](#)

[CLICK HERE FOR USDA FARM SERVICE MAP](#)

[CLICK HERE FOR EASEMENT TRACT 5](#)

[CLICK HERE FOR EASEMENT TRACT 7](#)

[CLICK HERE FOR DEED](#)



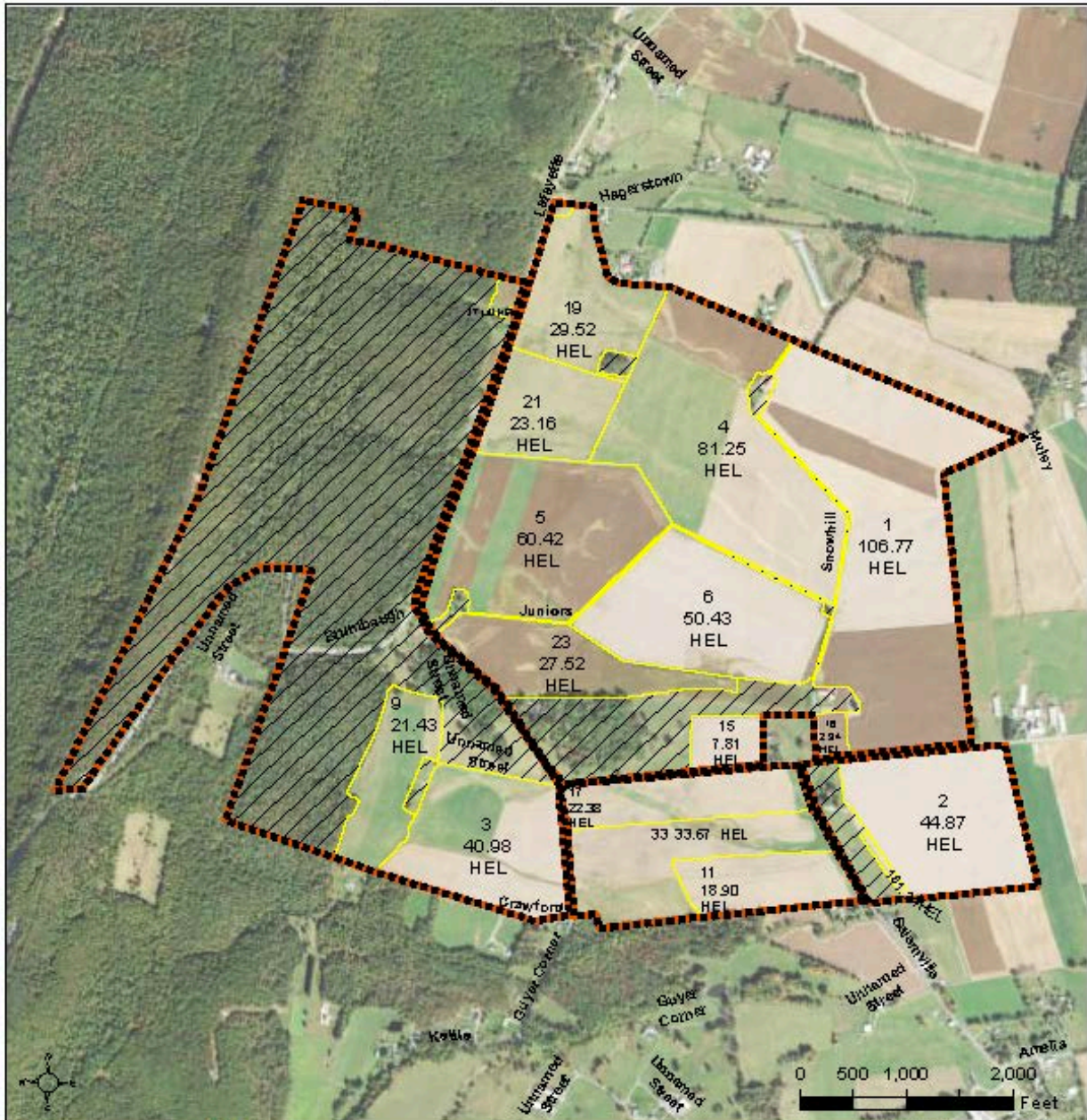
*Only used as a reference. Estimated acreages and marked boundaries are based upon the best information available to Hurley Auctions at the time of preparation & may not depict exact information on the property. **Each potential buyer is responsible for conducting his/her own independent inspection, investigations, and inquiries concerning the real estate.**

USDA Farm Map



United States
 Department of
 Agriculture

Bedford County, Pennsylvania



Common Land Unit Tract Boundary

Non-Cropland
 Cropland

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

All fields NI unless noted.

Operator Shares:

Owner Shares:

Tract Cropland Total: 575.12 acres

2020 Program Year

Map Created April 29, 2020

Farm 1358

Tract 1523

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data as is and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific delineation of the area. Refer to your original delineation (CPA-026 and attached maps) for exact boundaries and delineations or contact USDA Natural Resources Conservation Service (NRCS). Map created using 2019 NAIP imagery. USDA is an equal opportunity employer, lender and provider.

Farm Soils Report

Date: 9/10/2020

Soils Map

Client(s): L MARSHALL METZLER
 Bedford County, Pennsylvania
 Approximate Acres: 432.70

Assisted By: Camryn Bookhammer
 BEDFORD SERVICE CENTER

Land Units: Tract 1523, Fields 1,11,14,15,16,17,18,2,3,4,5,6,9



Prepared with assistance from USDA-Natural Resources Conservation Service

0 1505
 Feet

Practice Schedule
 PLUs

Soils

Soil Mapunit





Farm Soils Report

Map Unit Description (Brief, Generated)—Bedford County, Pennsylvania

Map Unit Description (Brief, Generated)

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions in this report, along with the maps, provide information on the composition of map units and properties of their components.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

The Map Unit Description (Brief, Generated) report displays a generated description of the major soils that occur in a map unit. Descriptions of non-soil (miscellaneous areas) and minor map unit components are not included. This description is generated from the underlying soil attribute data.

Additional information about the map units described in this report is available in other Soil Data Mart reports, which give properties of the soils and the limitations, capabilities, and potentials for many uses. Also, the narratives that accompany the Soil Data Mart reports define some of the properties included in the map unit descriptions.

Report—Map Unit Description (Brief, Generated)

Bedford County, Pennsylvania

Map Unit: ArB--Andover cobbly loam, 3 to 8 percent slopes

Component: Andover (85%)

The Andover component makes up 85 percent of the map unit. Slopes are 3 to 8 percent. This component is on mountain slopes, mountains. The parent material consists of colluvium weathered from acid sandstone. Depth to a root restrictive layer, fragipan, is 18 to 28 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 3 inches during January, February, March, April, May, June, October, November, December. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 4w. This soil meets hydric criteria.

Component: Clarksburg (10%)

Generated brief soil descriptions are created for major soil components. The Clarksburg soil is a minor component.

Map Unit: ArC--Andover cobbly loam, 8 to 15 percent slopes

Component: Andover (85%)

The Andover component makes up 85 percent of the map unit. Slopes are 8 to 15 percent. This component is on mountain slopes, mountains. The parent material consists of colluvium weathered from acid sandstone. Depth to a root restrictive layer, fragipan, is 18 to 28 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 3 inches during



Farm Soils Report

Map Unit Description (Brief, Generated)---Bedford County, Pennsylvania

January, February, March, April, May, June, October, November, December. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 4w. This soil meets hydric criteria.

Component: Buchanan (10%)

Generated brief soil descriptions are created for major soil components. The Buchanan soil is a minor component.

Map Unit: BcC--Bedington-Berks complex, 8 to 15 percent slopes

Component: Bedington (60%)

The Bedington component makes up 60 percent of the map unit. Slopes are 8 to 15 percent. This component is on shale hillslopes. The parent material consists of residuum weathered from shale and siltstone. Depth to a root restrictive layer, bedrock, lithic, is 40 to 72 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 3e. This soil does not meet hydric criteria.

Component: Berks (30%)

The Berks component makes up 30 percent of the map unit. Slopes are 8 to 15 percent. This component is on shale hillslopes. The parent material consists of residuum weathered from shale and siltstone. Depth to a root restrictive layer, bedrock, lithic, is 20 to 42 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 3e. This soil does not meet hydric criteria.

Component: Ernest (5%)

Generated brief soil descriptions are created for major soil components. The Ernest soil is a minor component.

Component: Blairton (3%)

Generated brief soil descriptions are created for major soil components. The Blairton soil is a minor component.

Map Unit: BcD--Bedington-Berks complex, 15 to 25 percent slopes

Component: Bedington (60%)

The Bedington component makes up 60 percent of the map unit. Slopes are 15 to 25 percent. This component is on shale hillslopes on valleys. The parent material consists of acid brown residuum weathered from shale and siltstone. Depth to a root restrictive layer, bedrock, lithic, is 40 to 72 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4e. This soil does not meet hydric criteria.

Component: Berks (30%)

The Berks component makes up 30 percent of the map unit. Slopes are 15 to 25 percent. This component is on shale hills. The parent material consists of acid brown residuum weathered from shale and siltstone. Depth to a root restrictive layer, bedrock, lithic, is 20 to 40 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is





Deed

EXHIBIT A

LEGAL DESCRIPTION

PARCEL #1

**TRACT
14**

ALL that certain tract of land situate in South Woodbury Township, Bedford County, Pennsylvania, known as the Dr. Charles Long Tract, and more particularly bounded and described as follows:

ADJOINING lands now or late of S. S. Brumbaugh's Heirs on the East, now or late of John Detwiler on the North, the top of the Mountain on the West, and by lands now or late of the Heirs of S. S. Brumbaugh on the South. Containing 40 Acres, more or less.

PARCEL #2

**TRACT
6**

ALL that certain piece or parcel of ground situate in the Township of South Woodbury, County of Bedford and Commonwealth of Pennsylvania, more particularly bounded and described as:

BEGINNING at a point in the center line of Pennsylvania State Highway Route No. 867; thence in said Highway, South 23° 45' West 174.9 feet to a point in the intersection of the said Pennsylvania State Highway Route No. 867 with Pennsylvania State Highway Route No. 869; thence in said Pennsylvania State Highway Route No. 869, South 31° 45' East 384.45 feet to a point; thence continuing in said Highway, South 39° 30' East 655 feet to a point; thence continuing in said Highway, South 30° 30' East 122.1 feet to a point; thence continuing in said Highway, South 27° 15' East 963.6 feet to a point in the intersection of said Pennsylvania State Highway Route No. 869 with Township Road No. 588; thence along lands late of Ross J. Barton, now Paul I. Detwiler, granted herein, North 88° 15' West 640.2 feet to stones; thence by same, North 54° 30' West 792 feet to stone; thence by same, North 14° 30' West 643.5 feet to stone; thence by same, North 63½° West 56.2 feet to a post; thence by same, South 30° 30' West 2000 feet, more or less, to the property line now or late of James Crawford; thence North 75° West 80 feet, more or less, to a point; thence in a southerly direction, 100 feet, more or less, to a point; thence North 69° 48' West 225 feet, more or less, to other lands of the grantee herein; thence along same, North 32° 30' East 1699.5 feet to a point (pine gone); thence along same, North 38° 55' West 1031.25 feet to stones; thence along same, North 31° 25' East 879.43 feet to a point; thence along same, South 70° East 1166.5 feet to a point in Pennsylvania State Highway Route No. 867, the place of beginning. Containing 80 acres, more or less.

PARCEL #3

**TRACT
6**

ALL that certain tract of land situate in South Woodbury Township, Bedford County, Pennsylvania, bounded and described as follows:

BEGINNING at corner of land now or late of Ralph Burkett, thence South 47 degrees East about 32 perches to pine; thence along land now or late of Oscar Brumbaugh, South 27 degrees West 103 perches to chestnut oak; thence by land now or late of Charles Johnson, North 76 degrees West 55 perches to rock oak; thence by land now or late of Ralph Burkett, North 11½ degrees East 10 perches to stone; thence North 40 degrees East 117 perches to place of BEGINNING. Containing 30 Acres, more or less.



Deed

PARCEL #4

all that certain piece of land situate in South Woodbury Township, Bedford County, Pennsylvania, described as follows;

**TRACT
5**

BEGINNING at a post at the public road, thence North $1\frac{1}{4}$ degrees West 74 perches; thence South $87\text{-}3\frac{1}{4}$ degrees West 38 perches; thence North 61 degrees West 49 perches; thence North $18\frac{1}{4}$ degrees West 39 perches; thence North $66\frac{1}{4}$ degrees West 2.8 perches; thence South $27\frac{1}{4}$ degrees West 107 perches; thence South 72 degrees East 135.6 perches; thence North 88 degrees East 23.5 perches to the place of **BEGINNING**.

Containing 56 Acres and 128 Perches net.

PARCEL #5

ALL that certain piece, parcel or tract of land located and situate in the Township of South Woodbury, County of Bedford and State of Pennsylvania, more fully bounded and described as follows:

**TRACT
8**

Lying North of T.R. 869 leading to New Enterprise, and **BEGINNING** at the southeast corner of the tract herein described at a set iron pin located in the center line of the above mentioned highway, said iron pin being on the line in common with lands presently of Brad Gable; thence along the center line of the above mentioned highway, and fronting thereon, the following courses and distances, North $87^{\circ} 04'$ West 1789.84 feet to point; thence following a curve to the right, along a chord having a bearing of North $77^{\circ} 23'$ West 82.10 feet to a point and along a chord having a bearing of North $49^{\circ} 56'$ West 54.26 feet to a point; thence North $32^{\circ} 0'$ West 143.30 feet to point; thence North $27^{\circ} 10'$ West 418.24 feet to a point in center line; thence leaving the said highway, through a set nail in a 14-inch ash stump and following a line in common with lands of the grantor of which this was a part (to be conveyed to Richard Clark), North $61^{\circ} 32'$ East, and crossing over a stream, 303.18 feet to a set iron pin; thence along same, North $35^{\circ} 47'$ East 155.20 feet to a found iron pin; thence along a line in common with other lands of the grantee, and following a woven wire fence, South $82^{\circ} 42'$ East 1737.33 feet to a found corner stone and post; thence continuing along other lands of the grantee and along a woven wire fence, South $14^{\circ} 21'$ West 333.90 feet to a found post; thence continuing along lands of

the grantee and following a woven wire fence, South $81^{\circ} 44'$ East 245.60 feet to a set iron pin in fence; thence along a line in common with lands of Brad Gable and following an end fence, South $9^{\circ} 05'$ West 336.66 feet to a set iron pin in the center line of the highway first above mentioned, the place of **BEGINNING**.

CONTAINING 32.09 acres, as surveyed for the parties by James R. Barnicle, R.P.E. on May 15, 1980.

PARCEL #6

ALL that certain piece or parcel of land situate in South Woodbury Township, Bedford County, Pennsylvania, more particularly bounded and described as follows:

**TRACT
9**

BEGINNING at a point in the public road leading from Brumbaugh to New Enterprise, Pennsylvania State Highway Route #869, corner of land formerly of Dr. S. Clarence Brumbaugh, now Paul I. Derville, Grantee herein; thence North 24° 12' East 780.45 feet to a large post; thence South 77° 30' East 2069 feet to a post; thence South 12° 25' West 470.25 feet to a post; thence by lands now or late of Bernard O. Snider, North 85° 1' West 2247.2 feet to a point in the aforesaid public road, the place of BEGINNING. Containing 30.176 Acres according to a survey by Harry W. Cumar, R. S., dated April 23, 1964.

PARCEL #7

Purpart 1

**TRACT
7**

All those certain tracts or parcels of ground situate in South Woodbury Township, County of Bedford and State of Pennsylvania, bounded and described as follows:

No 1. Beginning at a stone corner of Isaac Eberle's land and by the same South 20 degree West 94 perches to stones at corner of Oliver Kuesig's land, and by the same South 32 degree West 96 perches to stones; thence South 12 degree West 208 perches to a post fence, thence up the mountain North 78 degree West 70 perches to stones; thence North 35 degree West 8 perches to stones; thence by the summit of Dunning's Mountain 26 degree North 200 perches to a black oak tree, thence by lands formerly of Samuel Burger South 80 1/4 degree East 7 1/2 perches to the place of Beginning

Containing 50, acres, more or less

No 2. Bounded on the North by lands of J William Hurry, on the East and South by lands of Clyde Diehl, formerly A C and Minnie Weaver, and on the West by the summit of Dunning's Mountain or General Reproductive Company lands.

Containing 2 acres, more or less.

Deed

Purpart 2

ALL those certain tracts of land situate, lying and being in the Township of South Woodbury, County of Bedford and Commonwealth of Pennsylvania, more particularly described as:

**TRACT
10**

Tract No. 1: Beginning at a post; thence by land formerly of Jacob Snyder, now Paul I. Detwiler; thence South 18° West 108 perches to a post; thence North 58° West 62 perches to a post; thence North 18° East 19 perches to a post; thence North 73° West 71 perches to a chestnut tree; thence North 73° West approximately 33.5 perches to a point; thence North 21° East 41.5 perches to stones, a corner; thence South 73° East 102 perches to stones; thence North 80° East 88 perches to a post, the place of beginning, containing 60 acres, more or less, and allowances, being part of a larger tract of land which by sundry conveyances became vested in Jeremiah Crowden and Barbara Crowden, his wife, who by their deed dated March 1, 1867 conveyed the same to Samuel Fyock, said deed being recorded in the Office of the Recorder of Deeds in and for Bedford County in Deed Book Volume 90 at Page 18 and which Samuel Fyock and Barbara Fyock, his wife, by deed dated July 3, 1893, conveyed the premises to Barbara Fyock, said deed being recorded in the Recorder's Office aforesaid in Deed Book 82 at Page 59 and of which Barbara Fyock died seized and George W. Fyock and Sarah A. Fyock, his wife and Charles H. Fyock and Ellen Fyock, the heirs at law of Barbara Fyock; by their deed dated the 20th day of May 1899 conveyed the same to Simon S. Brumbaugh, said deed being recorded in the Recorder's Office aforesaid in Deed Book Volume 90 at Page 19, excepting and reserving therefrom a small tract of land containing 82 square perches which Samuel Fyock and Barbara Fyock by their deed dated December 30, 1891 conveyed to Simon S. Brumbaugh said deed to be recorded.

Tract No. 2: Beginning at a point in the public road adjoining Tract No. 1; thence along Tract No. 1 South 55½° East 43 rods to a point; thence South 21 3/4° West 12 rods to a post at public road; thence by public road North 33½° West 7.4 rods; thence North 42½° West 39.7 rods to a point in the public road, the place of beginning, containing 1 acre and 68 perches, which Simon S. Brumbaugh and Elizabeth Brumbaugh, his wife, by their deed dated December 26, 1891 conveyed to Samuel Fyock, said deed being recorded in the Recorder's Office aforesaid in Deed Book Volume 90 at Page 18 and of which Samuel Fyock and Barbara Fyock died seized and George W. Fyock and Sarah A. Fyock, his wife and Charles H. Fyock and Ellen Fyock, his wife, being the heirs at law of Samuel and Barbara Fyock, by their deed dated May 20, 1899 conveyed to Simon S. Brumbaugh, said deed being recorded in the Recorder's Office aforesaid in Deed Book Volume 90 at Page 19.

**TRACT
11**

Tract No. 3: Being bounded on the South by lands now or formerly of John Shaffer, on the East and North by lands formerly of Simon S. Brumbaugh and on the West by lands formerly of John Falkner, containing 10 acres more or less, and being the same property which Jeremiah Crowden by deed dated May 15, 1903 conveyed to Simon S. Brumbaugh, said deed to be recorded.

**TRACT
12**

Tract No. 4: Beginning at a point in State Highway Route No. 05068; thence North 70°13' West 887.5 feet to stones; thence North 13°38' East 375 feet to stones; thence North 69°15' West 684.5 feet to stones; thence South 13° West 370.5 feet to stones; thence North 70° West 376 feet to stones; thence North 25° 29' East 1226 feet to stones; thence South 68°21' East 1728 feet to a post at public road; thence North 25° 23' East 803.25 feet to a point in aforesaid public road; thence South 64° 12' East 1135 feet to stones; thence South 25° West 810 feet to a post at lands of grantee; thence North 75° 13' West 1075 feet to a fence post; thence South 24° 47' West 805 feet to a point in road, the place of beginning, containing 55.8 acres more or less.

Purpart 3

ALL that certain tract of land situate, lying and being in South Woodbury Township, Bedford County, Pennsylvania, more particularly bounded and described as follows:

**TRACT
12**

BEGINNING at a stone corner, thence by land now or late of Sam Fyock, North 73½ degrees West 40 perches to a stone; thence by lands now or late of Jacob Rice, North 9½ degrees East 22½ perches to a stone; thence South 73½ degrees East 40 perches to a stone; and thence by same, South 9½ degrees West 22½ perches to the place of BEGINNING. Containing 3 Acres and 93 Perches, net measure.

Deed

Purpart 4

**TRACT
2**

A tract of land situate in South Woodbury Township, Bedford County, Pennsylvania, bounded on the north by lands of William Oeter, on the east by Ross Snyder, on the south by William King and Jacob Snyder and on the west by Elizabeth Brumbaugh Hirs, containing 160 acres, more or less, and further described by metes and bounds as follows:

Beginning at a post in public road, thence by the Jacob Snyder lands North, $4\frac{3}{4}$ degrees West 145.3 perches to post; thence South $69\frac{1}{2}$ degrees West 49.2 perches to post; thence South $69\frac{1}{2}$ degrees West 29 perches to hickory; thence North 70 degrees West 100.4 perches; thence South $84\frac{3}{4}$ degrees West, 47 perches; thence South $21\frac{1}{2}$ degrees West, 74.2 perches to post; thence South 80 degrees East, 128.7 perches to post; thence South 10 degrees West, 48.2 perches to post; thence South $86\frac{1}{2}$ degrees East, 39.2 perches to post; thence South 1 degree West, 17.6 perches to a corner in public road; thence in said public road North $98\frac{1}{2}$ degrees East, 95.3 perches to a post, the place of beginning. Containing 159 acres and 122 perches, as described herein from the draft of said tract of land which is made up of three parcels, to wit, 80 acres and 89 perches; 68 acres and 93 perches; 10 acres and 100 perches, as surveyed by Frank P. Fluke March 16, 1891, for David Snyder.

Deed

Purpart 5

**TRACT
1**

ALL that certain piece, parcel or tract of land, situate, lying and being in South Woodbury Township, Bedford County, Pennsylvania, more fully bounded and described as follows:

Beginning at a post near a large black oak; thence south 27 degrees west 111.5 perches to a chestnut; thence north 83½ degrees west 65 perches to a public road; thence along said public road south 20½ degrees west 36½ perches; thence north 63 degrees east 116 perches to a stone; thence south 27 degrees east 101 perches to a hickory; thence north 67½ degrees east 129 perches to a locust; thence north 65 degrees west 220 perches to the place of beginning. Containing 126 acres and 41 perches.

Excepting and reserving from the foregoing described premises a tract of 8 acres which was reserved when Lloyd H. Pressell and wife sold to Frederick Oster.

Purpart 6

???

ALL that certain piece or parcel of ground situate in the Township of South Woodbury, County of Bedford and State of Pennsylvania, described as follows:

BEGINNING at a post near a public road and a small stream of water; thence by lands of Simon Brumbaugh's estate, south 80½° east 62.2 rods to a chestnut tree; thence by lands of Jacob Pressell's estate, south 24½° west 17.7 rods to a post; thence by lands of Simon Brumbaugh's estate, south 86½° west 69.6 rods to the west side of the public road; thence by same, north 24½° east 36 rods to the place of Beginning, Containing 9 acres, 155 perches, strict measure.

PARCEL #8

**KEPT BY
FAMILY**

ALL that certain parcel of land situate in South Woodbury Township, Bedford County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point in Pennsylvania State Highway Route No. 05068; thence North 64° 42' West 250 feet to a post; thence by other lands of the Grantee North 25° 18' East 300 feet to a post; thence by the same South 64° 42' East 250 feet to a point in Pennsylvania State Highway Route No. 05068; thence in said Highway South 25° 18' West 300 feet to a point in said Highway, the place of BEGINNING. CONTAINING 1.722 acre net.



Deed

PARCEL #9

ALL that certain piece or parcel of land lying and being situate in South Woodbury Township, Bedford County, Pennsylvania, more particularly bounded and described as follows:

**TRACT
13**

BEGINNING at a point on the eastern right-of-way line of Pennsylvania State Highway Route No. 05068 (Traffic Route No. 867), a common corner with other lands of the Grantee, thence along line of other lands of the Grantee, South 70° 20' East 157.7 feet to an iron pin; thence along same, North 20° 45' East 114.1 feet to a bolt on the southern right-of-way line of Township Road No. 587; thence along the southern right-of-way line of Township Road No. 587, in a westerly direction, to the aforesaid Pennsylvania State Highway Route No. 05068; and thence along said Pennsylvania State Highway Route No. 05068, in a southerly direction, to the place of BEGINNING. Having thereon erected a dwelling house and other improvements, and being designated on the Tax Maps of Bedford County, Pennsylvania, as Property No. F-5-61A.

Bounded on the North by Township Road No. 587; on the East and South by lands of Paul I. Detwiler; and on the West by Pennsylvania State Highway Route No. 05068.

PARCEL #10

ALL those three (3) certain tracts, pieces or parcels of land situate in South Woodbury Township, Bedford County, Pennsylvania, more particularly bounded and described as follows:

**TRACT
14**

TRACT NO. 1 - BOUNDED on the North by land now or late of Kenneth Holt, on the West by lands now or late of Allison P. Brumbaugh's Heirs, on the South by lands now or late of Clarence Brumbaugh, and on the East by land now or late of B. F. Madore, Esquire, known as the Ben Yoder Place. Containing 18 Acres, more or less, and having thereon erected a six-room frame dwelling house, a bank barn and other outbuildings.

**TRACT
12**

TRACT NO. 2 - BOUNDED on the North by lands now or late of Allison Brumbaugh's Heirs, on the East by lands now or late of Allison Brumbaugh's Heirs, on the South by lands now or late of Clarence Brumbaugh, and on the West by lands now or late of J. H. Klotz. Being a tract of timber land containing 5 Acres, more or less.

Deed

TRACT 14

TRACT NO. 3 - BEGINNING at post adjoining land now or late of John Helsel and John Detwiler, then North 68° West 70.2 perches by land now or late of John Helsel to post and to corner of land now or late of George Hoover, then South 26° West 76.4 perches to stone adjoining land now or late of Simon S. Brumbaugh; then South 68½° East 72.6 perches to stone joining land now or late of John Detwiler; then North 25° East 76 perches to corner of beginning or land now or late of John Helsel. Also, a strip of land 25 links or 16½ feet wide extending from Northeast corner or place of beginning by land now or late of John Helsel on the North to public road running from Brumbaugh Distillery to Lafayetteville and lands now or late of John Detwiler on the South. This land was reserved when J. S. Brumbaugh sold the land to Mrs. Daniel Miller, now or formerly owned by John Detwiler, for purpose of having a right-of-way to get to his land, being the tract of this indenture, also at Southeast corner 25 links or 16½ feet wide by land now or late of S. S. Brumbaugh on the South and now or late of John Detwiler on North extending to public road as above described. This tract is what was formerly called the Rock property sold to Jacob S. Brumbaugh, then sold by David Price, High Sheriff, as the property of Jacob S. Brumbaugh, the 4th day of February, 1893, to Daniel Augustine. This tract was surveyed by Henry Koontz on the 2nd day of June, 1916, containing ¾ Acres and 66 Perches.

PARCEL #11

Purpart 1

ALL that certain tract, piece or parcel of ground situate in South Woodbury Township, Bedford County, Pennsylvania, more particularly bounded and described as follows:

TRACT 13

BEGINNING at a bolt on the center line of Public Highway Route #867, thence along other land of the Grantor, South 70° 20' East 157.7 feet to an iron pin; thence along same, North 20° 45' East 114.1 feet to a bolt in a private lane; thence in said lane, South 79° 13' East 183.95 feet to a bolt; thence South 40° 25' East 75 feet to a point; thence South 2° 47' West 175 feet to a point; thence South 13° 30' East 200 feet to a point; thence South 1° 50' East 215 feet to a point; thence South 18° 55' East 60 feet to a point; thence South 58° 45' East 66.3 feet to a bolt; thence South 14° 33' West 43 feet to an iron pin; thence South 75° 45' East 40.5 feet to an iron pipe; thence North 14° 33' East 43 feet to a bolt; thence South 78° 25' East 200 feet to a point; thence South 83° 52' East 125 feet to a point; thence South 70° 47' East 100 feet to a point; thence South 64° 53' East 38 feet to a bolt; thence by other lands of the Grantee, South 32° West 1034.5 feet to a fence post; thence by same, North 64° 15' West 1142 feet to a nail on the center line of the aforesaid Public Highway Route #867; thence in said Highway, North 24° 12' East 1315.47 feet to a bolt, the place of BEGINNING.

This conveyance is SUBJECT to the water right reserved in the aforesaid deed of Irvin M. Ebersole.

The grantor covenants and agrees that in the event she shall hereafter decide to sell the residue of her lands, she shall afford the grantee the first opportunity to purchase the same at such price as she shall be then willing to accept.



Deed

Purpart 2

ALL that piece, parcel or plot of ground located and situate in the Township of South Woodbury, County of Bedford and State of Pennsylvania, more fully bounded and described as follows:

**TRACT
13**

BEGINNING at a point in the center of the Township Road in line with the East side of the barn belonging to now or formerly Albert W. Reffner and Vera Pauline Reffner, his wife; thence South along lands now or late of Carol A. Claggett, 43 feet, more or less, to an iron rod; thence West along same, 40 feet, more or less, to an iron rod; thence North along same, 43 feet, more or less, to a point in center of said Township Road; and thence East along center of road and lands now or late of Albert W. Reffner, 40 feet, more or less, to the point or place of BEGINNING.

PARCEL #12

ALL those certain pieces or parcels of land situate in South Woodbury Township, Bedford County, Pennsylvania, and more fully bounded and described as follows:

**TRACTS
3 & 4**

TRACT NO. 1 - BEGINNING at a point in the public road, thence by land now or late of Jacob Snider and others, North $86\frac{1}{4}$ degrees East 252.9 rods to a corner; thence South $8\frac{1}{4}$ degrees East 83.2 rods along land now or late of Jacob Snider to corner; thence along land now or late of H. W. Fatter and others, South $85\frac{3}{4}$ degrees West 251 rods to a post; thence North 6 degrees West 8 rods to a post; thence South 86 degrees West 13.4 rods to land now or late of George Fatter; thence by the same, North 2 degrees West 74.6 rods to the place of BEGINNING. Containing 129 Acres and 60 Perches.

AS TO PARCEL #1, BEING THE SAME PREMISES which W. Herbert Hoover and Hazel B. Hoover, husband and wife, by Deed dated August 14, 1961, and recorded August 16, 1961, in Bedford County Deed Book 270, Page 589, granted and conveyed unto Paul I. Detwiler.

AS TO A PORTION OF PARCEL #2, BEING THE SAME PREMISES which S.C. Brumbaugh and Ida V. Brumbaugh, husband and wife, by Deed dated September 19, 1961, and recorded October 13, 1961, in Bedford County Deed Book 271, Page 183, granted and conveyed unto Paul I. Detwiler.

AS TO A PORTION OF PARCEL #2, BEING THE SAME PREMISES which Hazel K. Brumbaugh, widow, by Deed dated October 6, 1961, and recorded October 13, 1961, in Bedford County Deed Book 271, Page 184, granted and conveyed unto Paul I. Detwiler.



Conditions of Public Sale

OWNED BY

LOCATED AT Approx 940+/- ACRES, New Enterprise, PA 16664 Parcels: E.05 0.00-013, E.05 0.00-16, E.05 0.00-17, F.05 0.00-055, F.05 0.00-056, F.05 0.00-057, F.05 0.00-058, F.05 0.00-061A, F.05 0.00-060, F.05 0.00-061, F.05 0.00111 (excluding home & 10 acres)

- 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 **2020 - 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.
- 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. \$ **\$10,000 for tracts up to 75 acres \$20,000 for tracts 75-200 acres, and \$300,000 if purchased as a whole** 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 16, 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.
- 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 **Bedford** 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 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.
 - 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.

Seller (SEAL)

Dated: _____

Seller (SEAL)

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

Approx 940+/- ACRES, New Enterprise, PA 16664 Parcels: E.05 0.00-013, E.05 0.00-16, E.05 0.00-17, F.05 0.00-055, F.05 0.00-056, F.05 0.00-057, F.05 0.00-058, F.05 0.00-061A, F.05 0.00-060, F.05 0.00-061, F.05 0.00111 (excluding home & 10 acres)

for the purchase price of \$ _____ subject to the foregoing conditions of sale with which I/we agree to comply.

Buyer (SEAL)



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.

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- 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.

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To: Hurley Auctions
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Greencastle, PA 17225

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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 #



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