

Honesty

Integrity

Hard Work

Professionalism



Real Estate Auction

416+-BEAUTIFUL ACRES IN 3 TRACTS & WHOLE. PRIME FARMLAND, PASTURE, & WOODLAND WITH OUTBUILDINGS, AMAZING VIEWS & MORE!

FRIDAY, NOVEMBER 6, 2020 @ 1:00 PM

225 CYPHER RD W
EVERETT, PA 15537

Open House(s):
October 24, 2020 @ 11:00 - 1:00 pm
October 31, 2020 @ 11:00 - 1:00 pm



October 7, 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
Aerial View
Deed
Soil Maps
Recorded Line Change
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, November 6, 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 per tract or \$30,000 for whole tract in certified funds day of auction. Balance due in 45 days of sale. (See Payment & Financing page for detailed info.) Announcements made on the day of sale take precedence over all printed material. (See Payment & Financing page for detailed info.)

Closing Location: As agreed upon by the buyer and seller.

Buyer possession: Buyer will have immediate possession upon closing.

Rep on Site: Saturday, October 24 & October 31, 2020: 11:00AM to 1:00PM

General Information:

**AMAZING LAND AUCTION
416+-PRIME ACRES IN 3 TRACTS
225 W. CYPHER RD, EVERETT, PA 15537
FRIDAY, NOVEMBER 6, 2020 @ 1PM**

416+-ACRES of beautiful rolling terrain with prime farmland, pasture & woodland offered in 3 tracts, combination(s) of tracts, & as a whole! Approx. 314+-acres farmland & 102+- acres wooded w/some mature timber, abundant wildlife, & amazing views in every direction. Road frontage on all 3 tracts; Near state game lands; Easy PA Turnpike access! Memorial grave site to Revolutionary War Lt. Col John Piper & site of Piper's Corner! Warrior's Ridge to the east of the property



TRACT 1: Approx. 182+-ACRES w/approx. 114 acres cropland, 58 acres woodland & 10 acres pasture. 2-Story refurbished 51x82 bank barn, 24x64 pole building, well-head, Piper's Run stream through property; Road frontage on I-26, W Cypher Rd, Colonel John Dr, & Piper Hill Rd; Old blacksmith shop, former lime kilns & cemetery on site; Historic site of Piper's Cemetery and grave memorial of Colonel John Piper (1729-1816) & Piper's Fort; Warrior's Ridge to the east of the property

Taxes: Approximately \$3,424.90 **Clean & Green**
Tax ID: G.07-0.00-089



TRACT 2: Approx. 92+-ACRES w/approx. 71+-acres cropland, 20+- acres woodland & 1-acre farmstead w/springfed water, 50x60 barn, 20x30 shed, 14x50 stave silo; Road frontage on W Cypher Rd, Piper Hill Rd & Snyder Rd; Warrior's Ridge to the east of the property

Taxes: Approximately \$813.86 **Clean & Green**
Tax ID: G.07-0.00-036



TRACT 3: Approx. 142+-ACRES w/approx. 31 acres cropland, 24 acres woodland & 87 acres pasture. 2-Story 50x50 bank barn, 36x36 pole shed (2017), 14x45 concrete stave silo; Road frontage on Piper Hill Rd & Snyder Rd; small community cemetery on site; Warrior's Ridge to the east of the property

Taxes: Approximately \$1,175.02 **Clean & Green**

Tax ID: G.07-0.00.035

Pick your parcel or take it all!

Location: Hopewell Township, Everett, Bedford County, PA

Zoning: Call Bedford County Planning Department: (814) 623-4807;
Tax Collector Shirley Mellott (814-652-6076)

Utilities:

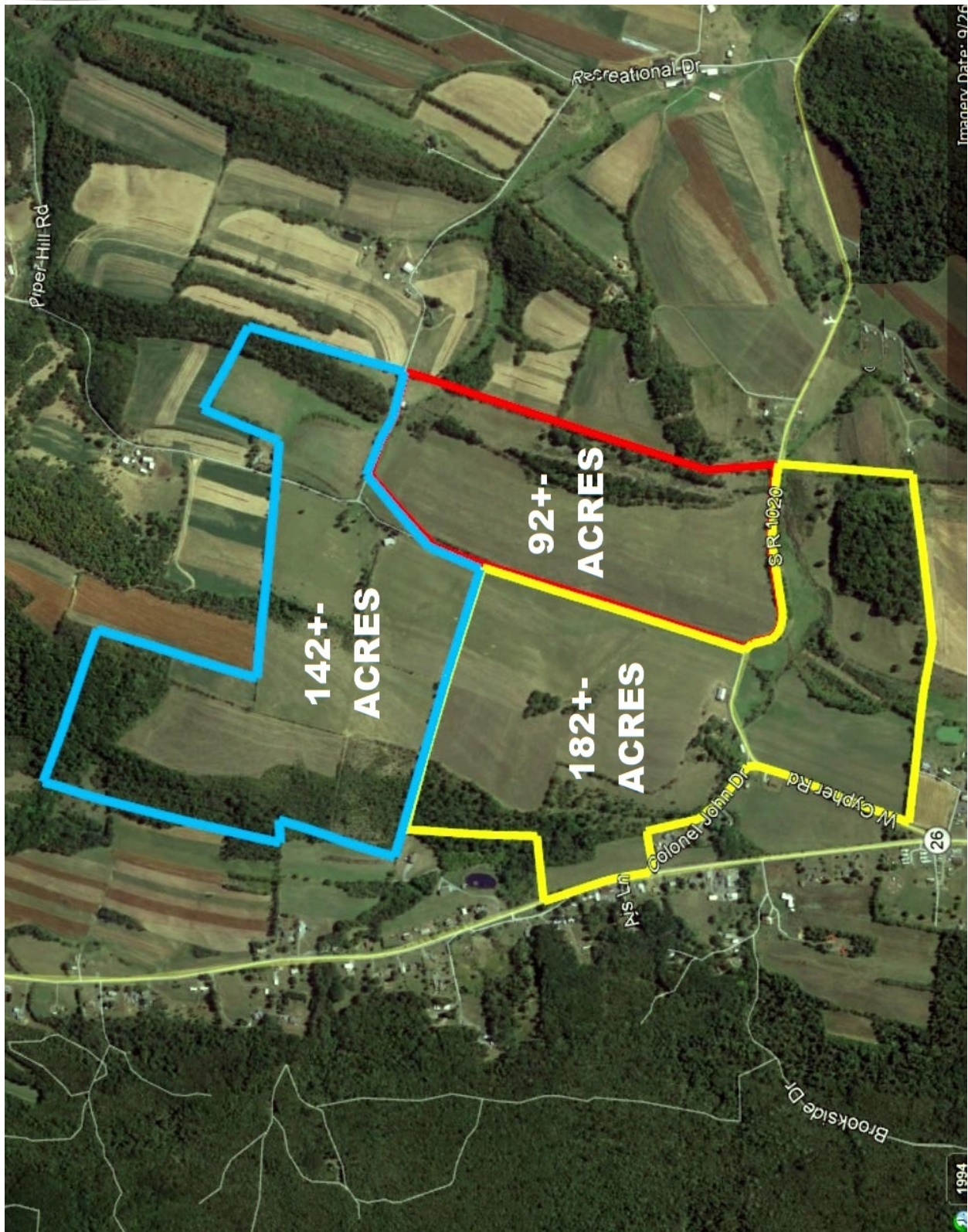
Water: Spring fed water source on Tracts 1, 2, & 3; Old wellhead on Tract 1-not used in 30+-years

Sewer: None

School District: Bedford Area School District

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

Aerial View



*
Property/Boundary lines are approximate



Deed

est-479—Warranty Deed, Short Form, Act of 1906. One Office Address.
Henry Hall, Inc., Indiana, Pa.

55314 This Deed,

MADE THE 18th day of December in the year
of our Lord one thousand nine hundred eighty.

BETWEEN NELLIE H. DONALDSON, widow, of the Township of Hopewell,
County of Bedford and State of Pennsylvania,

Grantor
and WILLIS HERSCHEL DONALDSON and THOMAS WILLIAM DONALDSON,
of the Township of Hopewell, County of Bedford and State of Pennsylvania,
as joint tenants with the right of survivorship and not as tenants in
common,

Grantees :

WITNESSETH, that in consideration of -----
----- ONE ----- Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant
and convey to the said grantees, their heirs and assigns,

ALL of the following pieces, parcels or tracts of land located and
situate in the Township of Hopewell, County of Bedford and State of
Pennsylvania, more fully bounded and described as follows:

PROPERTY NO. 1

BEGINNING at a stone in the public road leading from Everett
to Loysburg; thence by lands of Charles Boor, North 9-1/4°
West 19.2 rods to hickory; thence North 10-1/2° West 112 rods
to a post; thence North 4° 10' West 65.9 rods to a post;
thence by lands of William H. Morse, North 10° East 33-1/4
rods to dogwood; thence North 34.10° East 21.45 rods to an
iron wood, corner of lands of Luther Whitehill; thence South
71° East 130.1 rods to a stone in road; thence South 24-1/4°
West by line of public road, 23.1 rods to a point in the road;
thence by lands of W. W. Cessna, South 76° East 50.6 rods to
a white oak; South 72° East 27.5 rods to a black oak, corner
of lands of Daniel Snyder; thence by lands of Daniel Snyder
and George F. Ritchey, South 22-1/2° West 80.1 rods to a
fence post; thence South 7° West 95.3 rods to stones, corner
of lands of Harrison Ritchey; South 87° 12' West 69 rods to
locust stump; thence North 84° West 20.9 rods to an apple
tree; thence North 79° 25' West 33.5 rods to sugar tree;
thence North 77-1/4° West 42.5 rods to stone in the road;
thence North 23° East 29.4 rods to a stake; thence by lands
of Charles Boor, North 4° West 54 rods to a fence post; thence
North 43-1/4° East 9.8 rods to a point in road; thence along
said road, North 47-1/4° West 6.1 rods to a stone in the public
road, to the place of BEGINNING. Containing 238 acres 154
perches, net.

EXCEPTING AND RESERVING a tract containing 60.11 acres sold by Marshall
L. Ritchey to David E. Donaldson, Jr., by deed dated April 1, 1927, and
recorded at Bedford in Deed Book No. 184, page 323.

EXCEPTING AND RESERVING ALSO the Piper burial ground enclosed in a fence
in the above described tract of land, the fee thereof in the Pipers, their
heirs and assigns forever, said burial ground being a rectangle 115 feet
on the east and west sides and 76 feet on the north and south sides.
Together with free ingress, egress and regress at all times beginning at
a point along the township road and thence in a northerly direction along
the barn 160 feet, more or less, thence in a westerly direction 585 feet,



Deed

more or less, to the burial ground in and over a free and unobstructed right of way not less than 15 feet in clear width.

The above described premises is, however, under and subject to a right-of-way agreement given by David E. Donaldson and Nellie Donaldson, his wife, to the Pennsylvania Electric Company, dated September 14, 1956 and recorded in the Office of the Recorder of Deeds in and for Bedford County in Misc. Book 46, Page 332.

BEING the same premises title to which became vested in David E. Donaldson, Jr., and Nellie H. Donaldson, his wife, by deed of Marshall L. Ritchey, widower, dated April 13, 1944 and recorded in the Office of the Recorder of Deeds in and for Bedford County in Deed Book 230, Page 478.

PROPERTY NO. 2

BEGINNING at a point in the public road leading from Loysburg to Everett; thence by the same North 25-1/2° East 22 perches to a corner; thence by lands formerly of Samuel Piper, later Ritchey and Smith, North 5-1/2° West 69.8 perches to corner in the public road; thence by Morris lot, now heirs of Charles L. Boor, North 36-1/2° West 5 perches to a corner by the public road; thence by said lot and public road North 32° West 24 perches to corner; thence North 82-1/2° East 12.8 perches to corner; thence by lands of Samuel Piper, later Ritchey and Smith, North 5-1/2° West 67 perches to an iron wood, down; thence by land of same and others North 86° West 81 perches to corner; thence South 2-1/4° West 13.5 perches to corner; thence North 86-1/4° West 8.8 perches to corner; thence South 10-1/2° East 41.5 perches to stones; thence South 24° West 73.6 perches to stone; thence South 5-1/2° West 49.5 perches to post in stones; thence South 85-1/2° East 77 perches to a post; thence South 77° East 48 perches to corner in public road, the place of BEGINNING.

Containing 115 acres and 140 perches.

EXCEPTING AND RESERVING therefrom the following parcels:

1. 4 acres 121 perches at the northern end conveyed by George Clapper to Isaac Ritchey by deed dated October 11, 1906, and recorded at Bedford in Deed Book No. 104, page 14.
2. Parcel conveyed by Robert J. Boor and wife, by deed dated July 24, 1936, and recorded in Deed Book No. 214, page 402, to Mrs. Marie Boor.
3. Adjoining the above tract, conveyed by Robert J. Boor and wife, by deed dated Aug. 6, 1948, and recorded in Deed Book No. 243, page 47, to Harry M. Nelson and Sarah Ann Nelson, his wife, containing .17 acre net.
4. Adjoining the above described tract, conveyed by Robert Boor and wife, by deed dated December 29, 1925, and recorded in Deed Book No. 183, page 377, to John Knisely, containing 3.01 acres.
5. Parcel conveyed by Robert Boor and wife by deed dated May 23, 1947, and recorded in Deed Book No. 244, page 308, to J. Fred Morton.

There is, however, excepted and reserved from the above described premises a parcel thereof conveyed by deed of David E. Donaldson and Nellie H. Donaldson, his wife, to Fred J. Boor and Marjorie L. Boor, his wife, dated April 13, 1953 and recorded in the Office of the Recorder of Deeds in and for Bedford County in Deed Book 252, Page 153.

BEING the same premises title to which became vested in David E. Donaldson and Nellie H. Donaldson, his wife, by deed of Fred J. Boor and Marjorie L. Boor, his wife, dated September 19, 1951 and recorded in the Office of the Recorder of Deeds in and for Bedford County in Deed Book 248, Page 539.

Deed

PROPERTY NO. 3

BEGINNING at a post corner of lands of Alexander Davis; thence South eighty-three degrees East, forty-two perches to stones; thence by lands of Henry W. Cogan, South twenty and one-half degrees West, one hundred thirteen perches to a post; thence by same South eighty-two and one-half degrees East, one hundred thirty perches to a post; thence by same, North twenty-five degrees East, thirty-eight and seven-tenths perches to a post; thence by same South sixty and one-fourth degrees East, thirty-one and one-tenth perches to a post; thence by same North nineteen and one-half degrees East forty-eight perches to a post, corner of lands of Emanuel Clapper; thence by lands of Emanuel Clapper, South sixty-seven and one-half degrees East fourteen and three-tenths perches to a White Oak; thence by lands of Daniel Snyder, South twenty and three-fourths degrees West, one hundred thirteen and three-tenths perches to a post; thence by lands of Valentine Fink, North seventy-two and one-fourth degrees West twenty-one and four-tenths perches to rock; thence by same North sixty-eight degrees West twenty-two and four-tenths perches to a post; thence by same South fifty-six and one-fourth degrees West fifty-three and eight-tenths perches to a post; thence South twenty-seven and one-fourth degrees West, fifteen and two-tenths perches to a post; thence North seventy-three and one-half degrees West by lands of Samuel F. Piper, one hundred forty-two perches to a hickory; thence by lands of William Burket and Alexander Davis, Sr., North twenty-one and three-fourths degrees East, one hundred eighty-nine perches to the place of BEGINNING. Containing one hundred forty-three acres and fourteen perches, net, less one acre reserved for burial ground. Excepting and reserving one acre as aforesaid to be laid out and designated as the executors of John W. Burgert, deceased, shall direct and think proper. Being part of a certain tract, piece or parcel of land situate in the Township, County and State aforesaid, of which John W. Burgert died seized, testate, and after proceedings in Partition in said estate, by virtue of the order and decree of the Orphans' Court of Bedford County, Samuel Burgert and Levi Brallier, executors of said John W. Burgert, deceased, by their deed dated the 5th day of April, 1889 and recorded at Bedford in Deed Book V No. 3, page 155, conveyed to William Watson Cessna.

BEING the same premises title to which became vested in David E. Donaldson and Nellie H. Donaldson, his wife, by deed of Edwin H. Painter, Executor of the Estate of Luther Whitehill, late of Hopewell Township, Bedford County, dated January 15, 1945 and recorded in the Office of the Recorder of Deeds in and for Bedford County in Deed Book 232, Page 393.

PROPERTY NO. 4

PARCEL NO. 1

Tract No. 1: BEGINNING at a post; thence by lands of Whitehill Brothers, North 57-3/4 degrees East 18-3/4 rods to a post; thence South 67 degrees East 22.5 rods to a post; thence by lands of same and school lot, South 72-1/4 degrees East 25.5 rods to a post; thence by lands formerly owned by Samuel Piper, North 53-1/4 degrees West 55.7 rods to the place of BEGINNING. CONTAINING seven acres and 16 perches, more or less.

Tract No. 2: BEGINNING at a Black Oak tree on the eastern boundary, of which this is a part; thence by land of Daniel Snyder, North 21 degrees 28 minutes East 42.85 rods to a fence post; thence by Tract No. 1 above described, North 52 degrees and 40 minutes West 58.13 rods to a fence post; thence by lands of Whitehill Brothers, South 57 degrees West 35.5 perches to a point in the center of Public Road; thence along said road, South



Deed

23.27 minutes West 24 rods to a point in center of road; thence South 20.17 minutes West 15-1/4 rods to a point in center of road; thence by lands formerly owned by Samuel Piper, South 77 degrees 18 minutes East 50.35 rods to a white oak tree; thence South 73 degrees and 12 minutes East 27.5 rods to the place of BEGINNING. CONTAINING 25 acres and 84 perches net.

PARCEL NO. 2

BEGINNING at a point in the Public Road leading from Everett to Hopewell and along the residue of the grantors hereto; thence along same, South 22° West 114.3 rods to a point in said road; thence along same, South 7° 30' East for 15.7 rods to a point in said road; thence along same, South 64° East for 10.05 rods to a point in said road; thence along same, North 84° 40' East for 21 rods to a point in said road; thence along same, South 89° 35' East for 18.0 rods to a point in said road; thence along same, South 80° 15' East for 30.25 rods to a point in said road and on line of George F. Ritchey's land; thence along said land, North 7° 20' East for 34.5 rods to a fence post; thence along same and land of Daniel Snyder, North 22° 55' East for 80.1 rods to a Black Oak on line of other lands of the grantee hereto; thence along same, North 71° 40' West for 27.5 rods to a White Oak; and thence along same North 75° 40' West for 50.6 rods to the place of BEGINNING. CONTAINING sixty and eleven one-hundredths (60.11) acres net.

Parcel No. 1, Tract No. 1 and Tract No. 2 above described are, however, under and subject to a right-of-way agreement given by David E. Donaldson and Nellie Donaldson, his wife, to Pennsylvania Electric Company, dated September 14, 1956 and recorded in the Office of the Recorder of Deeds in and for Bedford County in Misc. Book 46, Page 332.

BEING the same premises title to which became vested in David E. Donaldson, Jr., and Nellie H. Donaldson, his wife, by deed of David E. Donaldson, Jr. and Nellie H. Donaldson, his wife, dated May 4, 1976 and recorded in the Office of the Recorder of Deeds in and for Bedford County in Deed Book 326, Page 413. The said David E. Donaldson, Jr., having died February 16, 1980, title to all of the above described properties became vested in Nellie H. Donaldson, his widow and grantor herein, as surviving tenant by the entireties.

This conveyance is between mother and sons.

AND the said grantor hereby covenants and agrees that she will warrant generally the property hereby conveyed.

This document may not sell, convey, transfer, include or insure the title to the coal and right of support underneath the surface land described or referred to herein, and the owner or owners of such coal may have the complete legal right to remove all of such coal, and, in that connection, damage may result to the surface of the land, and any house, building or other structure on or in such land. The inclusion of this notice does not enlarge, restrict or modify any legal rights or estates otherwise created, transferred, excepted or reserved by this instrument.

Soil Maps-Tract 1/3

Soils Map



Soils data provided by USDA and NRCS.

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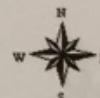
State: **Pennsylvania**
 County: **Bedford**
 Location: **40° 6' 8.48, -78° 20' 27.51**
 Township: **Hopewell**
 Acres: **175.52**
 Date: **2/10/2020**

Maps Provided By:



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www.AgriDataInc.com



Area Symbol: PA009, Soil Area Version: 14							
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Cor n	*n NCCPI Soybeans
OpD	Opequon-Hagerstown complex, 15 to 25 percent slopes, very rocky	32.97	18.8%		IVs	85	24
OpC	Opequon-Hagerstown complex, 8 to 15 percent slopes, very rocky	26.87	15.3%		IVs	86	31
Hy	Holly silt loam	26.59	15.1%		IVw	96	33
WwD	Westmoreland-Klinesville complex, 15 to 25 percent slopes	21.55	12.3%		IVe	69	30
ArB	Andover cobbly loam, 3 to 8 percent slopes	17.26	9.8%		IVw	87	20
BuB	Buchanan cobbly loam, 3 to 8 percent slopes	10.85	6.2%		Ile	99	29
BuC	Buchanan cobbly loam, 8 to 15 percent slopes	10.30	5.9%		IIle	90	28
PeB	Penlaw silt loam, 0 to 8 percent slopes	10.29	5.9%		IIIw	81	45
OpE	Opequon-Hagerstown complex, 25 to 45 percent slopes, very rocky	8.26	4.7%		Vlle		4
WsC	Westmoreland channery silt loam, 8 to 15 percent slopes	7.14	4.1%		IIle	95	45
LdB	Laidig cobbly loam, 3 to 8 percent slopes	2.34	1.3%		Ile	101	30
LdC	Laidig cobbly loam, 8 to 15 percent slopes	0.80	0.5%		IIle	95	27
BwC	Buchanan cobbly loam, 8 to 15 percent slopes, extremely stony	0.30	0.2%		Vlls		7
Weighted Average						82.5	*n 28.5

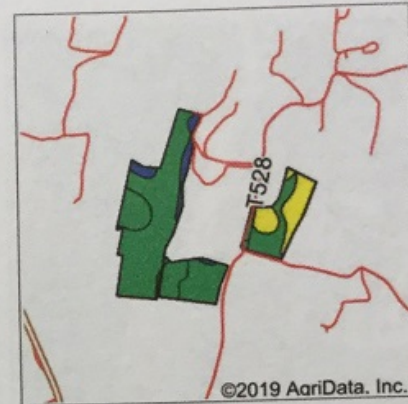
*n: The aggregation method is "Weighted Average using major components"

*c: Using Capabilities Class Dominant Condition Aggregation Method

Soils data provided by USDA and NRCS.

Soil Maps-Tract 1/3

Soils Map



State: **Pennsylvania**
 County: **Bedford**
 Location: **40° 6' 32.11, -78° 20' 21.9**
 Township: **Hopewell**
 Acres: **74.89**
 Date: **2/14/2020**

Maps Provided By:
surety
 CUSTOMIZED ONLINE MAPPING
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Soils data provided by USDA and NRCS.

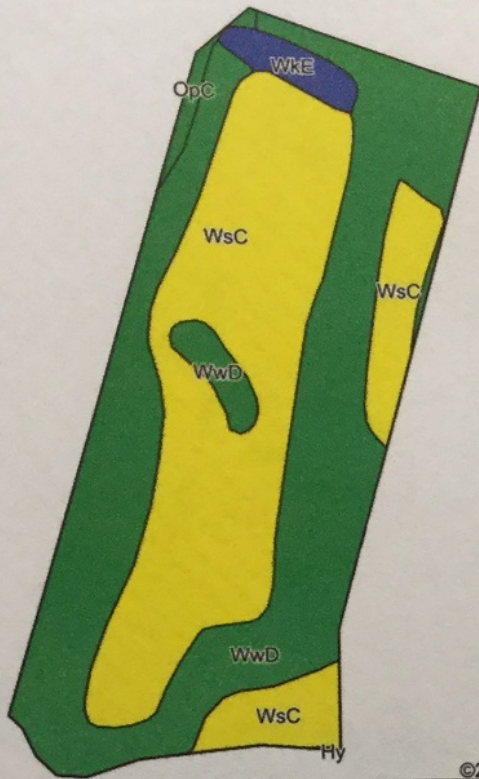
Area Symbol: PA009, Soil Area Version: 14

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Cor n	*n NCCPI Soybeans
OpC	Opequon-Hagerstown complex, 8 to 15 percent slopes, very rocky	41.80	55.8%		IVs	86	31
OpD	Opequon-Hagerstown complex, 15 to 25 percent slopes, very rocky	11.28	15.1%		IVs	85	24
WsC	Westmoreland channery silt loam, 8 to 15 percent slopes	9.85	13.2%		IIIe	95	45
WwD	Westmoreland-Klinesville complex, 15 to 25 percent slopes	6.95	9.3%		IVe	69	30
OpE	Opequon-Hagerstown complex, 25 to 45 percent slopes, very rocky	5.01	6.7%		VIIe		4
Weighted Average						79.7	*n 29.9

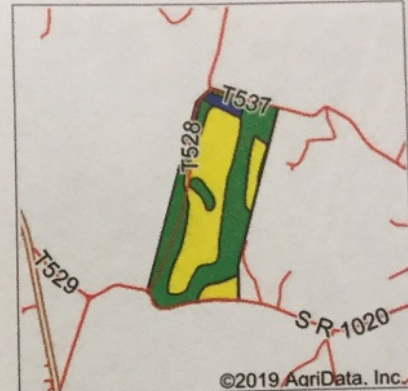
*n: The aggregation method is "Weighted Average using major components"
 *c: Using Capabilities Class Dominant Condition Aggregation Method
 Soils data provided by USDA and NRCS.

Soil Maps-Tract 2

Soils Map



©2019 AgriData, Inc.



©2019 AgriData, Inc.

State: **Pennsylvania**
 County: **Bedford**
 Location: **40° 6' 15.64, -78° 20' 13.04**
 Township: **Hopewell**
 Acres: **95.06**
 Date: **2/10/2020**

Maps Provided By:



Soils data provided by USDA and NRCS.

Area Symbol: PA009, Soil Area Version: 14

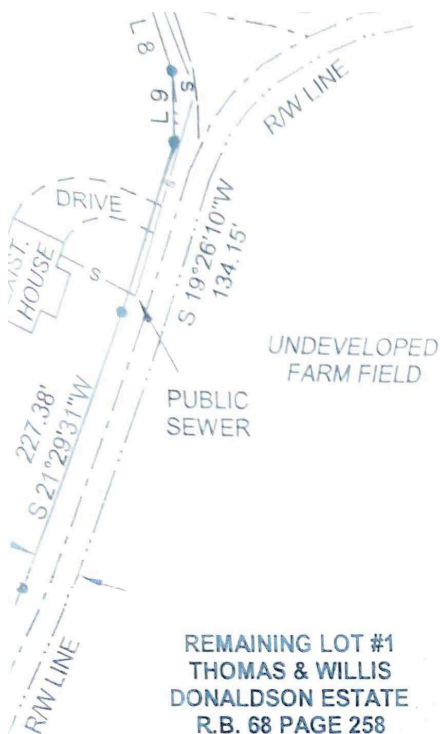
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Cor n	*n NCCPI Soybeans
WwD	Westmoreland-Klinesville complex, 15 to 25 percent slopes	47.57	50.0%		IVe	69	30
WsC	Westmoreland channery silt loam, 8 to 15 percent slopes	44.14	46.4%		IIIe	95	45
WkE	Weikert channery silt loam, 25 to 35 percent slopes	2.32	2.4%		VIIe	2	2
OpC	Opequon-Hagerstown complex, 8 to 15 percent slopes, very rocky	1.03	1.1%		IVs	86	31
Weighted Average						79.6	*n 36.3

n: The aggregation method is "Weighted Average using major components"
 c: Using Capabilities Class Dominant Condition Aggregation Method
 Soils data provided by USDA and NRCS.



Recorded Line Change

Recorded Book 2020, Page 2798 (June 19, 2020)



REMAINING LOT #1
THOMAS & WILLIS
DONALDSON ESTATE
R.B. 68 PAGE 258
PROPERTY #1
TAX MAP G-7 #89
178 ACRES ORIGINAL
- 4.71 ACRES PROPOSED LOT #2
ADDED TO G-7 #117
+ 8.56 ACRES LOT #1 G-7 #117
ADDED TO G-7 #89 =
181.85 NEW ACRES G-7 #89

Commonwealth of Pennsylvania - Notary Seal
FRED B SHOEMAKER - Notary Public
York County
My Commission Expires Nov 4, 2023
Commission Number 1258487

GENERAL NOTES

PROPERTY IS OWNED BY WILLIS HERSCHEL & THOMAS WILLIAM DONALDSON, BOTH DECEASED. EXECUTOR OF THE ESTATE IS: HUGH E. MULLER, 6711 HARMONY GROVE ROAD, DOVER, PA. PHONE: 717-292-2460

THE PURPOSE OF THIS PLAN IS TO CHANGE THE EXISTING PROPERTY LINE BETWEEN TWO EXISTING PARCELS BELONGING TO THE DONALDSON ESTATE. THUS REMOVING THE EXISTING HOUSE WHICH IS LOCATED ON PARCEL G-7 #89 AND ATTACHING THE HOUSE AND LAND TO PARCEL G-7 #117 AND ALSO TAKING A PART OF G-7 #117 AND ATTACHING TO PARCEL G-7 #89. BOTH PARCEL G-7 #89 AND G-7 #117 ARE INCLUDED ON THE SAME DONALDSON DEED WHICH IS RECORDED IN DEED BOOK 68 PAGE 258. THE PROPERTY LINE IS BEING CHANGED TO ALLOW THE HOUSE AND ADJOINING GROUND INSIDE S.R. 26 AND THE TWP. ROADS TO BE SOLD TO A SISTER OF THE DONALDSON'S, THE CURRENT RESIDENT.

THE EXISTING HOUSE IS SERVED BY THE HOPEWELL TOWNSHIP SANITARY SEWER SYSTEM AND HAS AN ON-LOT WELL. NO CONSTRUCTION, NEW UTILITIES OR CHANGE OF LAND USE IS BEING PROPOSED. THE HOUSE HAS AN EXISTING DRIVEWAY WHICH CONNECTS TO TOWNSHIP ROAD, #532.

THERE IS NO WETLAND OR FLOODPLAIN ON THE NEW PROPOSED LOT G-7 #117. ONLY PARCEL G-7 #117 WAS SURVEYED. PARCEL G-7 #89 IS PLOTTED FROM EXISTING DEED DESCRIPTION.

FINAL PLAN PROPERTY LINE CHANGE PLAN

FOR LAND OWNED BY

THOMAS W. & WILLIS H. DONALDSON ESTATE

CHANGING DIVISION LINE BETWEEN G-7 #117 & G-7 #89

HOPEWELL TOWNSHIP

BEDFORD COUNTY

PENNSYLVANIA

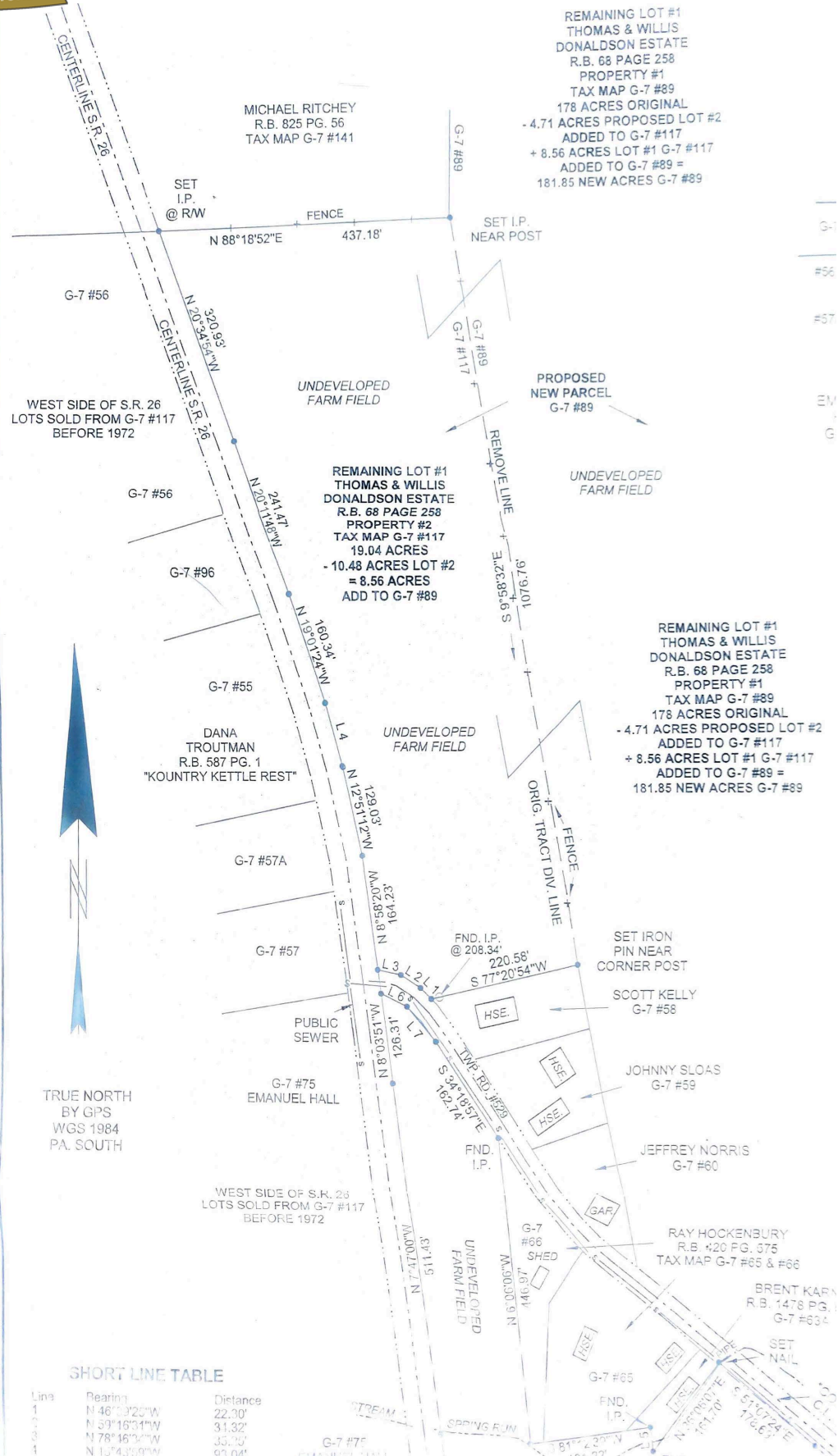
DATE: 4-1-2020

SCALE: 1" = 150'

DEVELOPED
FARM FIELD

Recorded Line Change

Recorded Book 2020, Page 2798 (June 19, 2020)



[illegible]



Conditions of Public Sale

Matthew S. Hurlev Auction Company, Inc.

2800 Buchanan Trail East • Greencastle, PA 17225 • 717-597-9100 • Fax 717-597-9922 • 1-866-4BIDDERS

277 East Boulevard North Suite 3 • Hagerstown, MD 21740 • 301-733-3330

Website: www.hurlevauctions.com • Email: info@hurlevauctions.com

CONDITIONS OF PUBLIC SALE OF REAL ESTATE

CONDITIONS OF PUBLIC SALE OF REAL ESTATE

OWNED BY _____,

LOCATED AT 225 West Cypher Road, Everett, PA 15537

- 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~~ 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.
- 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 per tract or \$30,000 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 December 21, 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.

Dated: _____

Seller

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
225 West Cypher Road, Everett, PA 15537 for the purchase price of \$ _____ subject to the
foregoing conditions of sale with which I/we agree to comply.

Buyer

Dated: _____

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.



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Loan Officer
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c: (240) 675-0865

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Loan Officer
o: 717.590.8009 | c: 717.658.6049
tmeyers@unionhomemortgage.com

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*To Speak to a Title
Professional Contact:*

Vicki Ott
Owner

Vicki.Ott@aplussettlementservices.com
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 Facsimile 717-762-3395
 Email sue@kullalaw.com



**Buchanan Settlement
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Dawn E. Monn
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www.BuchananSettlements.com

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 Waynesboro, PA 17268

Ph: 717.762.1415 x105
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Real Estate Settlements

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Kristen Parr
Assistant Manager

kristen.parr@madisonsettlements.com

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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.



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Greencastle, PA 17225
Matthew S. Hurley Lic. PA-AU0033413L
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R. Eugene Hurley PA Lic. AU003793L

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866-424-3337

