

Honesty Integrity Hard Work Professionalism



Real Estate Auction
BEAUTIFUL 208+-ACRE FARM IN WASHINGTON
COUNTY MD TO BE OFFERED IN 2 TRACTS & AS
A WHOLE

FRIDAY, NOVEMBER 11, 2022 @ 1 PM

13529 SPICKLER ROAD
CLEAR SPRING, MD 21722

Open Houses: SAT., OCT. 29 & NOV. 5, 2022 @ 12:00-2:00PM



September 29, 2022

Dear Prospective Buyer,

Hurley Auctions is pleased to have been chosen to offer you this property. Please take this opportunity to inspect the property today. For your convenience, I've enclosed the following information:

General Information & Additional Photos
Aerial & Soil Map
Seller's Property Disclaimer
Deed & Easement
Conditions of Public Sale of Real Estate
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 11, 2022 at 1:00pm.

Sincerely,

A handwritten signature in black ink that reads "Matt Hurley". The signature is fluid and cursive.

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: \$50,000 (147+- Acres) and/or \$10,000 (61+- Acres) due in certified funds day of auction. Remaining balance due within 45 days. (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, October 29 & November 5, 2022 from 12:00-2:00 PM

General Information: **OUTSTANDING 208+-ACRE HIGH PRODUCING WASHINGTON COUNTY MD FARM TO BE OFFERED IN 2 TRACTS & AS A WHOLE.** This property has been in the same family for 80+years and this is the first time it has been available for sale. **DON'T MISS THIS AMAZING OPPORTUNITY!**

TRACT 1: 147+-ACRE FARM with beautiful views, brick rancher, in-law suite, COMPLETE DAIRY FACILITY, and FARM BUILDINGS. Road frontage on Spickler Rd. and Broadfording Rd. Approximately 105+-Acres tillable,

- MAIN HOUSE has 3 bedroom, 2.5 bath, living room with fireplace, dining room, kitchen, mud room, 2-car attached main level garage, walkout full basement with 1-car garage and fireplace.
- APARTMENT has 1bedroom, 1 bath, living room, eat-in kitchen, and walk out basement with garage. Utilities are separate.

FARM BUILDINGS INCLUDE:

- 22x44 Milking parlor with double 8 herringbone setup with Bou-Matic milkers with automatic takeoff
- 25x30 Milk house with 3,000 gallon Mueller milk tank, 2 water heaters, (2) 7.5Hp Westfalia pumps, 12x25 office, 25x54 box stall & calf nursery
- 64x160 Free stall barn
- Fenced 60 x 100 x 8' deep manure pit with drive in ramp, 300,000+ gallon capacity, & 20x120 holding area.
- 54x100 Bank barn with 3 overhead garage doors 18w x 11'6"h
- 54x99 Morton pole building with sliding doors on both ends, partial concrete floor
- 3 Stave silos (2) 20x60 & (1) 24x80 all three have been updated & shockcreted
- 3 Wells

Note: Family stopped milking approx. 8 years ago. Everything is in place to begin milking

TRACT 2: 61+-ACRES of tillable land, pasture land and woods. Road frontage on Spickler Rd. Approximately 20 +-acres tillable. Subdivision potential

Year House Built: Approximately 1978

Lot Size: Approximately 208+/-

Location: Washington County **Zoning/ Land Use:** Please call Washington County- (240) 313-2430

Taxes: Tax ID: 2223000407 (147+- Acres) and 2223003902 (61+- Acres) Total Taxes: \$5,369.00 (147 Acres)

\$139.00 (61 Acres)

Utilities:

Water: Well (House well- 113ft. deep * Shop Well- 270ft. deep * Between house and shop 420ft. deep)

Sewer: Septic

Heat: Baseboard-Hot Water

Cooling: Central A/C

School District: Washington County Public Schools

Local Hospital: Meritus, Waynesboro, Chambersburg,



Photos

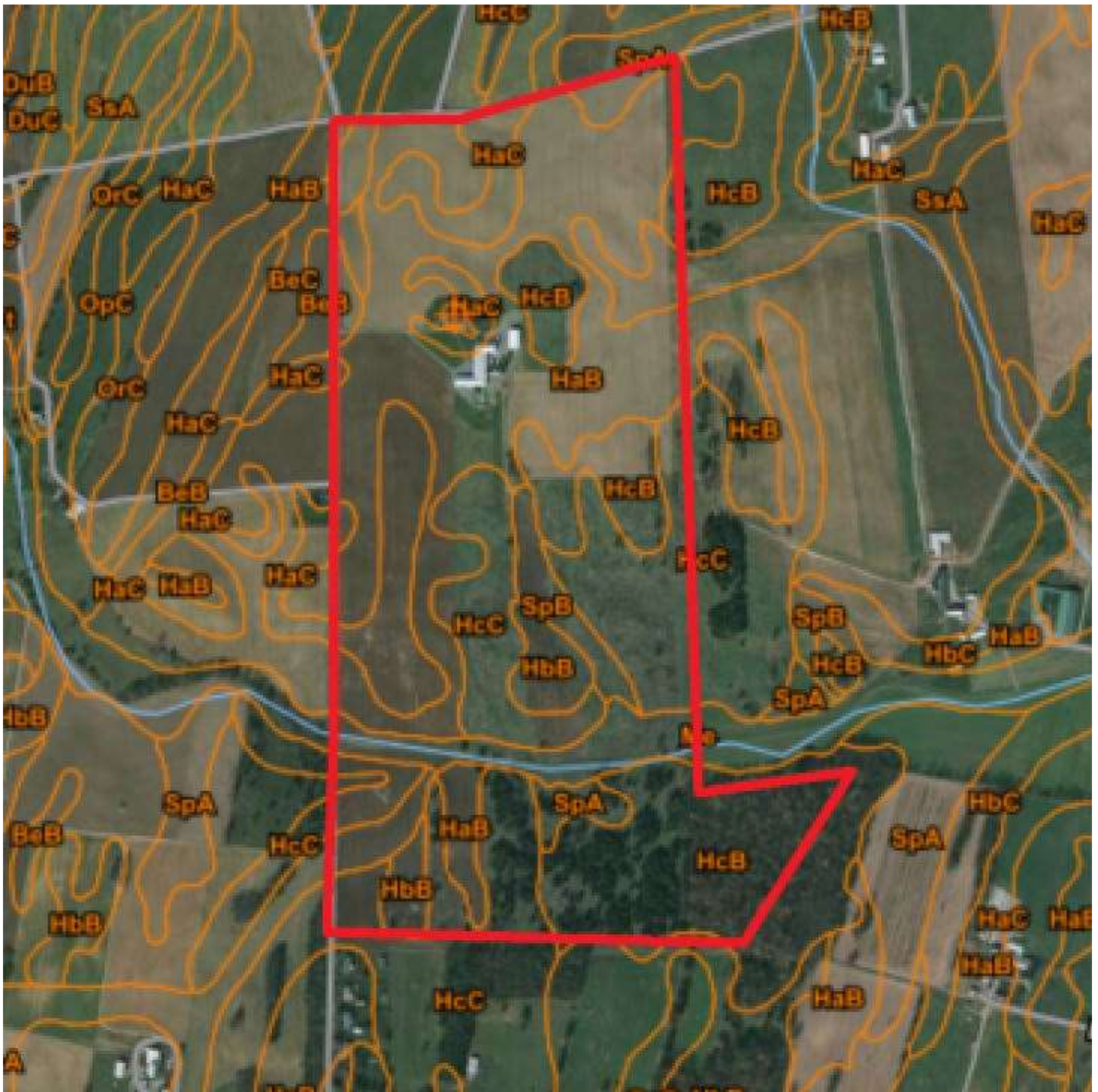




Aerial



Soil Map





Seller's Property Disclosure

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

NOTICE TO SELLER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned owner(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The seller(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Section 10-702 also requires the seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

- (1) A purchaser would not reasonably be expected to ascertain or observe by a careful visual inspection of the real property; and
- (2) Would pose a direct threat to the health or safety of:
 - (i) the purchaser; or
 - (ii) an occupant of the real property, including a tenant or invitee of the purchaser.

Does the seller(s) have actual knowledge of any latent defects? ☒ Yes ☐ No If yes, specify:

Small Crack in Corner of basement wall.

Seller E. Wayne Bambert

Date 8/24/22

Seller _____

Date _____

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

Purchaser _____

Date _____

Purchaser _____

Date _____

Deed

LAND RECORD
BO 226

100

EX. (\$15.95 Fed. Stamp)
(\$14.30 Md. Stamp)

At the request of FRANK BARNHART & ZULIE B. BARNHART, his wife, this DEED was recorded March 31st, 1944, at 3:50 o'clock P.M.

THIS DEED, Made this 31st day of March, A.D., 1944, by J. FLORENCE FIERY, widow, of Hagerstown, Washington County, Maryland.

WITNESSETH: That for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, I, the said J. Florence Fiery, do hereby grant and convey unto FRANK BARNHART and ZULIE BARNHART, his wife, all that part of a tract of land called "Montpelier", lying and being in Election District No. 23, in Washington County, Maryland, beginning in the middle of the public road leading from Clearspring to the Broadfording Mills and where the said road is crossed by the road leading from Spickler's Blacksmith Shop to the Pennsylvania line and at the end of the fifth or North 1 degree East 241.3 perches line of that part of "Montpelier", otherwise called "Avondale", now owned by Roger Shank, and at or near the end of the eighth or South 80 degrees West 12 perches line of that part of "Montpelier", which was conveyed by Virginia W. Mason to Samuel Zeller by deed dated the 6th day of February, A.D. 1857, and recorded among the Land Records of Washington County in Liber I.N., Folio 672, and running thence along the middle of the road last above mentioned and South 1 1/2 degrees West 273 1/2 perches; then leaving said road and bounding on the first part of "Montpelier" conveyed by Samuel Zeller to Abraham K. Ditto by deed dated April 4th, 1865; then with the eighth and closing line of the said conveyance last above mentioned, South 88 1/2 degrees East 130 1/2 perches to a stake in the fourth line of the deed from Abraham Barnes and wife to Virginia W. Mason, dated December 24th, 1834 and in the first line of the aforesaid conveyance from Virginia W. Mason to Samuel Zeller; then with the lines of the last mentioned deed, North 40 1/2 degrees East 69 perches to a stone at the end of the said first line; North 3 1/2 degrees East 7.6 perches to a stone; South 83 1/2 degrees West 60 perches to a stone at the South end of a stone fence; North 7 1/2 minutes East 239.4 perches to the middle of the aforesaid Clearspring and Broadfording Mills road; then along the middle of said road, South 75 degrees West 62 perches; South 88 1/2 degrees 47.1 perches to the place of beginning, containing Two Hundred and Ten (210) Acres and Sixty Eight (68) perches of land, more or less, and being the same property which was conveyed by D. Angle Wolfinger, Trustee, to Frisby T. Fiery and J. Florence Fiery, his wife, by deed dated the 2nd day of August, A.D., 1933, and recorded in Liber No. 193, Folio 519, of the Land Records of Washington County, Maryland, to which reference is hereby made for a more complete description of the property herein conveyed.

And I, the said J. Florence Fiery, do hereby covenant that I will warrant generally the property herein conveyed and that I will execute such other and further assurances as may be requisite or necessary.

WITNESS my hand and seal.

WITNESS: WANDA K. TAYLOR

J. FLORENCE FIERY (SEAL)

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY, That on this 31st day of March, A.D., 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for Washington County, personally appeared J. Florence Fiery, widow, and acknowledged the above and foregoing deed to be her act and deed.

WITNESS my hand and Official Notarial Seal.
(N.P. SEAL)

WANDA K. TAYLOR, NOTARY PUBLIC.

EX.

At the request of WILLIAM O. DOUB & EDNA I. GROH, Joint Tenants, this MORTGAGE was recorded March 31st, 1944, at 3:50 o'clock P.M.

THIS MORTGAGE, Made this 31st day of March, A.D., 1944, by us, FRANK BARNHART and ZULIE BARNHART, his wife, of Washington County, Maryland.

WITNESSETH: That for and in consideration of the sum of Eight Thousand Dollars (\$8000) this day loaned to us, the said Frank Barnhart and Zulie Barnhart, by William O. Doub and Edna I. Groh to pay part of the purchase money for the farm or tract of land hereinafter described, and in order to secure the payment of the same, we, the said Frank Barnhart and Zulie Barnhart, his wife, do grant and convey unto the said WILLIAM O. DOUB and EDNA I. GROH, as tenants by the entirety and not as tenants in common, all that part of a tract of land called "Montpelier" lying and being in Election District No. 23, in Washington County, Maryland, together with the improvements thereon, beginning for the same in the middle of the public road leading from Clearspring to the Broadfording Mills and where the said road is crossed by the road leading from Spickler's Blacksmith Shop to the Pennsylvania line and at the end of the fifth or North 1 degree East 241.3 perches line of that part of "Montpelier", otherwise called "Avondale", now owned by Roger Shank, and at or near the end of the eighth or South 80 degrees West 12 perches line of that part of "Montpelier" which was conveyed by Virginia W. Mason to Samuel Zeller by deed dated February 6, 1857, and recorded among the Land Records of Washington County in Liber I.N., folio 672, and running thence along the middle of the road last above mentioned and South 1 1/2 degrees West 273 1/2 perches; then leaving said road and bounding on the first part of "Montpelier" conveyed by Samuel Zeller to Abraham K. Ditto by deed dated April 4, 1865; then with the eighth and closing line of the said conveyance last above mentioned South 88 1/2 degrees East 130 1/2 perches to a stake in the fourth line of the deed from Abraham Barnes and wife to Virginia W. Mason dated December 24, 1834, and in the first line of the aforesaid conveyance from Virginia W. Mason to Samuel Zeller; then with the lines of the last mentioned deed North 40 1/2 degrees East 69 perches to a stone at the end of the said first line; North 3 1/2 degrees East 7.6 perches to a stone; South 83 1/2 degrees West 60 perches to a stone at the south end of a stone fence; North 7 1/2 minutes East 239.4 perches to the middle of the aforesaid Clearspring and Broadfording Mills Road; then along the middle of said road South 75 degrees West 62 perches; South 88 1/2 degrees 47.1 perches to the place of beginning, containing 210 acres and 68 perches of land, more or less, and being the same property conveyed to the said Frank Barnhart and Zulie Barnhart, his wife, from J. Florence Fiery, widow, by deed dated March 31st, 1944, and recorded immediately preceding this mortgage on the Land Records of Washington County, Maryland.

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY**TITLE NOT EXAMINED****NO CONSIDERATION – NO NET PROCEEDS FROM THIS TRANSACTION
PREPARED FOR ESTATE PLANNING PURPOSES**

THIS DEED, dated the 8th day of October, 2004, from F. ERNEST BARNHART and FAE BARNHART, Grantors to FRANKLIN ERNEST BARNHART and FAE JOSEPHINE BARNHART, TRUSTEES, of THE FRANKLIN ERNEST BARNHART REVOCABLE LIVING TRUST AGREEMENT, under a certain Trust Agreement dated the 8th day of October, 2004, and to FAE JOSEPHINE BARNHART and FRANKLIN ERNEST BARNHART, TRUSTEES, of THE FAE JOSEPHINE BARNHART REVOCABLE LIVING TRUST AGREEMENT, under a certain Trust Agreement, dated the 8th day of October, 2004.

WITNESSETH:

That for and in consideration of the sum of Zero Dollars (\$0.00), and no other consideration or net proceeds from this transaction, the Grantors, do hereby grant and convey unto the Grantees, their respective personal representatives, heirs, successors and assigns, as tenants in common in the share proportions set forth below, in fee simple, all that tract or parcel of land, together with any improvements thereon, and all rights, ways, easements, and appurtenances thereunto belonging or in anywise appertaining, situate on, and along the West side of the Public Road known as the Rockdale Road about 1 3/4 miles North of U.S. Route No. 40, in Election District No. 23, Washington County, Maryland, and more particularly described as follows :

BEING situate along the Eastern side of the County Road leading Northward from U.S. Route No. 40 at Spickler's Shop to the Broadfording Road, in Election District No. 23, and beginning at a point in the middle of the aforesaid Road leading Northward from Spicker's Shop 11 feet Southward from the South end of the concrete head wall on the bridge across said Road and in line with a double elm tree standing on the East side of said Road, said point being at or near the end of 205.37 perches in the first line of the deed from J. Florence Fiery to Frank Barnhart and wife dated March 31, 1944, and recorded in Liber No. 226, folio 100, another of the Land Records of Washington County, and running thence with the remainder of the first, second, third, fourth, fifth, and a portion of the sixth lines of said deed, South 00 degrees 40 minutes East 67.88 perches, thence North 89 degrees 20 minutes East 130.25 perches, thence North 38 degrees 50 minutes East 69 perches; thence North 1 degree 20 minutes East 7.6 perches, thence South 81 degrees 20 minutes West 60 perches to a stone at the South end of a stone fence, thence North 2 degrees 20 minutes West 258 feet to a stone in an existing gence line, thence leaving the outlines of said deed and cutting across the tract, South 72 degrees, 30 minutes West 136 feet, thence South 8 degrees 16 minutes East 21.5 feet to the South face of a swamp oak tree, thence with the existing fence line, South 81 degrees 44 minutes West 781 feet to the East side of a lane, thence along said lane, North 4 degrees 50 minutes West 89.6 feet, thence crossing said lane and running with an existing fence line, North 85 degrees 34 minutes West 580 feet, thence crossing a stream of water South 15 degrees 20 minutes West 12 feet, thence with the existing fence and in line with the aforesaid double elm tree, North 86 degrees 10 minutes West 399 feet to the place of beginning; CONTAINING 61.5 acres of land, more or less.

BEING the same lot or parcel of ground which by Deed dated October 21, 1982, and recorded among the Land Records of Washington County, Maryland in Liber 734, folio 570, was granted and conveyed unto F. ERNEST BARNHART and FAE BARNHART.



Easement

3602 0481

ANCHOR TITLE COMPANY
10715 Charter Drive
Suite 100
Columbia, MD 21044

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

HL-8009

UNRESTRICTED LOT

NOTICE TO TITLE EXAMINERS: THIS DEED OF EASEMENT CONTAINS COVENANTS THAT INCLUDE RESTRICTIONS ON THE USE, SUBDIVISION AND OFF-CONVEYANCE OF LAND.

File #: 21-06-02

THIS DEED OF EASEMENT made this 12th day of February, 2009, by and between Franklin Ernest Barnhart and Fae Josephine Barnhart, Trustees of the Franklin Ernest Barnhart Revocable Living Trust Agreement dated October 8, 2004 and the Fae Josephine Barnhart Revocable Living Trust Agreement dated October 8, 2004 parties of the first part, Grantors, and the STATE OF MARYLAND, to the use of the Department of Agriculture on behalf of the Maryland Agricultural Land Preservation Foundation, party of the second part, Grantee, and containing covenants intended to be real covenants running with the land,

WITNESSETH:

WHEREAS, Subtitle 5 of Title 2 of the Agriculture Article, Annotated Code of Maryland, created the Maryland Agricultural Land Preservation Foundation for the purpose of preserving agricultural land and woodland; and

WHEREAS, by authority of Agriculture Article, Section 2-504(3), Annotated Code of Maryland, the Grantee may purchase agricultural preservation easements to restrict land to agricultural use; and

WHEREAS, the Grantor owns the hereinafter described tract(s) or parcel(s) of land (hereinafter referred to as "the land") located in an agricultural preservation district

WASHINGTON COUNTY CIRCUIT COURT (Land Records) DJW 3602, p. 0481, MSA_CE18_3552. Date available 02/25/2009.
10/04/2022.

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

established pursuant to Agriculture Article, Section 2-509, Annotated Code of Maryland, and desires to sell an agricultural preservation easement to the Grantee to restrict the land to agricultural use.

NOW, THEREFORE, in consideration of the sum of Nine Hundred Ninety Six Thousand Eight Hundred Nine Dollars and 92 Cents \$996,809.92, and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor for the Grantor, the successors, personal representatives and assigns of the Grantor, does grant and convey, to the State of Maryland, for the use of the Grantee, its successors and assigns, an agricultural preservation easement in, on and over the hereinafter described tract(s) or parcel(s) of land, subject to the covenants, conditions, limitations and restrictions hereinafter set forth, so as to constitute an equitable servitude thereon, that is to say:

All those certain tract(s) or parcel(s) of land, situate, lying and being in Washington County, Maryland and being more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART
HEREOF

BEING the same land which by Deed dated October 8, 2004 and recorded among the Land Records of Washington County in Liber 2468 folio 725, was granted and conveyed to Franklin Ernest Barnhart and Fae Josephine Barnhart, Trustees of the Franklin Ernest Barnhart Revocable Living Trust Agreement dated October 8, 2004 and Franklin Ernest Barnhart and Fae Josephine Barnhart, Trustees of the Fae Josephine Barnhart Revocable Living Trust Agreement dated October 8, 2004, the Grantors herein.

AND the Grantor covenants for and on behalf of Grantor, the personal representatives, successors and assigns of the Grantor, with the Grantee, its successors and assigns, to do and

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

refrain from doing upon the above described land all and any of the various acts set forth, it being the intention of the parties that the said land shall be preserved solely for agricultural use in accordance with the provisions of the Agriculture Article, Title 2, Subtitle 5, Annotated Code of Maryland, and that the covenants, conditions, limitations and restrictions hereinafter set forth, are intended to limit the use of the land and are to be deemed and construed as real covenants running with the land.

I. PURPOSE

It is the purpose of this Easement to enable the land to remain in agricultural use for the production of food and fiber by preserving and protecting in perpetuity its agricultural value, character, use and utility, and to prevent any use or condition of the land that would impair or interfere with its agricultural value, character, use or utility. To the extent that the preservation of open space of the land is consistent with such use, it is within the purpose of this easement to protect that open space.

II. COVENANTS, CONDITIONS, LIMITATIONS AND RESTRICTIONS

Subject to the Reservations hereinafter contained, the Grantor for the Grantor, the heirs, personal representatives, successors and assigns of the Grantor, covenants and agrees as follows:

A. Agricultural Use

1. Except as otherwise provided in this instrument, the land is restricted solely to agricultural use and may not be used for any commercial, industrial, or residential use or purpose, or for any use that temporarily or

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WASHINGTON COUNTY

permanently impairs or interferes with the land's agricultural value, character, use or utility, unless prior approval is obtained from the Grantee.

2. No rights-of-way, easements, oil, gas or mineral leases, or other similar servitude may be conveyed, or permitted to be established on the land for any commercial, industrial or residential use, without the Grantee's express written permission.
3. Unless written approval is first obtained from the Grantee, no easement or other restriction may be granted to any person or government agency in the land subject to this deed of easement.
4. No signs, billboards, or outdoor advertising displays may be erected, displayed, placed or maintained on the land; provided, however, the Grantor reserves the right to erect signs not exceeding 4 feet x 4 feet for each of the following purposes:
 - a. to state the name of the land and the name and address of the occupant;
 - b. to advertise any home or ancillary occupations consistent with the purposes of this easement subject to the approval of the Grantee; and
 - c. to advertise the land's sale or rental, to forbid trespassing or hunting, to identify the land's protected status under this Deed of Easement, or to support a political candidate, all as further regulated by local laws.
5. No ashes, sawdust, bark, trash, rubbish or any other material may be

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dumped on the land, except that used in normal agricultural practices.

6. The land shall be managed in accordance with sound agricultural soil and water conservation practices so as to promote the agricultural capability of the land; also, woodland shall be managed in accordance with sound forestry practices; provided, however, the Grantor reserves the right to selectively cut or clear cut from time to time trees which will not alter the agricultural character of the land or diminish its productive capability.
7. The Grantor shall implement all soil conservation and water quality practices that are contained within a soil conservation plan approved by the local soil conservation district, made or revised within the last ten years of the date of the application to sell an easement, which lists all soils conservation and water quality problem areas on the land. The plan shall be implemented according to the schedule of implementation contained within the plan which exists at the time of easement settlement. Revisions to the schedule of implementation may be made as approved by the Board of Supervisors of the local soil conservation district, however, the plan shall be fully implemented within ten years of the easement settlement date. Exceptions may be considered by the Grantee on a case by case basis.
8. The Grantor shall implement a Forest Stewardship Plan in accordance with the Management Practice Schedule of the Plan, if the land contains

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

25 acres or more of contiguous forest.

9. During regular business hours, the Grantee or its authorized representative will have the right to enter on the land from time to time for the sole purpose of inspection and enforcement of the easement, covenants, conditions, limitations and restrictions herein contained, provided, however, that the Grantee will have no right to inspect the interior of any structures on the land.
10. Upon sale or transfer of any interest in the land, including, but not limited to a leasehold interest, life estate, term of years, or remainder interest, the Grantor, his personal representatives, successors and assigns shall notify the Grantee in writing of the name and address of the party receiving the interest in the land.

B. No Subdivision or Development Rights Transfer

1. The division, partition or subdivision ("division") of the land for any purpose, including off conveyance and boundary line adjustment, is prohibited, unless written approval has first been obtained from the Grantee. Notwithstanding the fact that the land subject to this Deed of Easement may comprise existing subdivided parts (whether separately described parcels or government assigned tax parcels or accounts), it is the intent of the Grantor and the Grantee that the total of the parts remains in common ownership. To that end, the Grantor may not sell, transfer, off

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WASHINGTON COUNTY

convey, devise, give, bequeath, donate, or otherwise divide, any existing or future subdivided part or parts separately from the total of the parts, whether voluntarily, involuntarily, or by reason of foreclosure or bankruptcy. However, the Grantee may approve a division of the total of the parts of the land and separate ownership of a part or parts of the land for reasons which the Grantee, in its sole discretion, deems sufficiently extraordinary to justify an exception to the prohibition against division. For purposes of this subparagraph, the terms, "divide" and "division" shall include the lease of any part or parts less than 100% of the total parts of the land for a term in excess of twenty (20) years.

2. Except as provided in Section IV herein, all development rights associated with the land are hereby extinguished. No development rights from the land may be transferred to another area, or to another person, or to a political subdivision, notwithstanding any prior agreement to the contrary; nor may the land be used for the purpose of calculating permissible lot yield of any other property. In addition, Grantor agrees that it shall not be permitted to develop the within described property based on any existing, retained, or after acquired Development Rights, except for that which the Grantee has given approval in accordance with Section IV herein.

III. RESERVATIONS IN THE GRANTOR

Provided that the Purpose of the Easement as specified under Section I is fulfilled, the

Grantor reserves the right to use the land for any farm use, and to carry on all normal farming practices, including the operation at any time of any machinery used in farm production or the primary processing of any agricultural products; the right to conduct upon the land any agricultural operation which is in accordance with good husbandry practices and which does not cause bodily injury or directly endanger human health, including any operation directly relating to the processing, storage, or sale of farm, agricultural or woodland products produced on the land.

IV. LOT RELEASE FROM EASEMENT

It is the purpose of this section to limit development rights to maximize the preservation of the agricultural land.

A. Unrestricted Lot Release

The Grantor, or subsequent landowner, has the right to apply at any time for release of one (1) unrestricted lot from this easement, to be retained by the Grantor or subsequent landowner, or conveyed to anyone, to construct one (1) residential dwelling, subject to the following conditions:

1. The resulting density on the property shall be less than the density allowed under zoning of the property before the Foundation purchased the Easement;
2. The size of an unrestricted lot shall be one (1) acre or less except as provided under Section IV F. herein;
3. The Grantor or subsequent landowner shall agree not to subdivide further

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for residential purposes any acreage allowed to be released, and the agreement shall be recorded among the Land Records where the Land is located and shall bind all future owners;

4. The right to the lot has been taken into consideration in the appraisal of fair market value and determination of easement value;
5. The Grantor or subsequent landowner shall pay the Grantee for any acre or portion thereof released at the price per acre that the Grantee paid the Grantor for the easement;
6. The location of the lot to be subdivided is subject to the approval of the local agricultural advisory board and the Foundation; and
7. The Grantor or subsequent landowner has not previously excluded land from the Easement.
8. If, while the land was in an agricultural preservation district, the Foundation released free of the district's restrictions one (1) acre or less for the purpose of constructing a dwelling house for the use of the Grantor or Grantor's child, or for conveyance to a third party, the Grantee shall not release free of easement restrictions for the Grantor or subsequent landowner, an additional lot for the same purpose; the lot that the Grantor had excluded from the district's restrictions shall be the only release of a lot to which the Grantor or subsequent landowner is entitled.

CLERK OF CIRCUIT COURT
WASHINGTON COUNTYB. Application for Lot Release

Before a lot may be released from an easement's restrictions for the construction of a dwelling house, under Section IV.A. above, the landowner and proposed lot owner shall submit an application to the Grantee that:

1. The landowner and proposed lot owner have signed;
2. Includes signed statements indicating approval of the release from the local agricultural land preservation advisory board and confirmation from the county planning and zoning department that the proposed lot appears to meet local zoning regulations;
3. Includes a description of the land to be excluded and affected by both the dwelling and access to that dwelling, so as to gauge the impact that the dwelling and any access to that dwelling will have on the agricultural operations of the farm; and
4. Includes a property outline indicating the location of the proposed lot.

C. Final Release

After certifying that the landowner and proposed lot owner have met the conditions provided herein, and a survey plat with metes and bounds description has been submitted to the Grantee, the Grantee shall issue a Final Release which shall be recorded among the land records where the land is located at the landowner's expense and shall bind all future owners. Such release shall contain restrictions as specified in Agriculture Article, Section 2-513, Annotated Code of Maryland, as amended from

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time to time.

D. Existing Dwelling

On written request to the Grantee, a landowner, may exclude from the easement restrictions one (1) acre or less surrounding a single dwelling house, which existed as of the date of this Deed of Easement as an Unrestricted Lot to which the Grantor or subsequent landowner is eligible under Section IV.A. above, by a land survey and recordation provided at the expense of the landowner or landowner's personal representatives, successors or assigns. However, before any exclusion is granted, the landowner shall agree with the Grantee not to subdivide further any acreage to be released and said agreement shall be recorded among the land records where the land is located and shall bind all future owners.

E. Tenant Houses

1. Subject to the Grantee's approval and the provisions of COMAR 15.15.03 ("Tenant House Requirements"), the Grantor, or its successors and assigns in the fee ownership of the land (hereinafter referred to as the "landowner"), may construct housing for tenants fully engaged in operation of the farm, but this construction may not exceed one (1) tenant house per full 100 acres (for example, one (1) tenant house for 100-199 acres; two (2) tenant houses for 200-299 acres). The land on which a tenant house is constructed may not be subdivided or conveyed to any person, nor may the tenant house be conveyed separately from the land, as

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governed by Section II.B.1. herein. The land under and surrounding the tenant house shall not be released from the Easement, it being understood that the tenant house is an accessory structure to the agricultural use of the farm and as such its use is intended to be consistent with the Purpose stated herein.

2. The Landowner shall make written application to the Grantee that
 - a. the landowner has signed;
 - b. contains a declaration that the tenant house is necessary for the operation of the farm and is only for the use of tenants fully engaged in operation of the farm;
 - c. is accompanied by evidence that demonstrates the need for a full-time tenant for the operation of the farm;
 - d. includes signed statements from the local agricultural land preservation advisory board that the tenant house is necessary for the operation of the farm and confirmation from the county planning and zoning department that the proposed tenant house appears to meet local zoning regulations;
 - e. includes a description of the land to be affected by both the tenant house and access to that tenant house, so as to gauge the impact that both will have on the agricultural operations of the farm;
 - f. Includes a scaled plan for the tenant house, and accompanying

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outbuildings, including the square footage thereof; and

g. includes a map showing the location of the proposed tenant house.

3. For purposes of this subparagraph, the terms below are defined as follows:

a. "Tenant" shall be defined as a natural person or persons fully engaged in operation of the farm, and who are not the landowner, and/or who do not have a financial interest in the landowner, including a shareholder interest, partnership interest or membership interest, full, limited, or otherwise.

b. "Tenant house" means an accessory structure in which the tenant resides consisting of no more than 2000 square feet, unless provided otherwise by the Foundation, calculated by first multiplying the exterior footprint of the portions of the structure with multiple stories by the number of stories with windows and then adding the exterior footprint of any portions of the structure with one story, but excluding basements, attics, porches not used as a living space, garages, and unenclosed decks.

F. Lot Size

If circumstances described on Maryland Annotated Code Agricultural Article Section 2-513(b)(6) exist, a released lot may be two (2) acres or less.

V. TERM

This easement shall be in perpetuity.

VI. BREACH

If the easement or any covenant, condition, limitation, restriction or other provisions herein contained is violated or breached, the Grantee may after due notice to the Grantor, the Grantor's personal representatives, successors or assigns, institute an action in equity to enjoin, by ex parte, temporary or permanent injunction, such violation or breach; to require the restoration of the above described land to its condition prior to such violation or breach (including, but not limited to, re-conveyance of title to land conveyed in violation of covenants herein); to recover damages; and to take such other legal action as may be necessary to insure compliance with the easement and the covenants, conditions, limitations and restrictions or other provisions herein contained.

VII. MISCELLANEOUS PROVISIONS

- A. If the Grantor has any doubts concerning the easement, covenants conditions, limitations or restrictions herein contained with respect to any particular use of the said land, the Grantor may submit a written request to the Grantee for consideration and approval of such use.
- B. This easement does not grant the public any right to access or any right of use of the above described land.
- C. Nothing herein contained shall relieve the Grantor, the Grantor's personal representatives, successors or assigns of the obligation to pay real estate taxes.
- D. As used herein the singular form of a word includes both the singular and plural, the plural form of a word includes both plural and singular, and reference to

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WASHINGTON COUNTY

words of certain gender includes reference to all genders.

- E. The provisions of this Deed of Easement shall be governed by the laws of the State of Maryland and the parties hereby expressly agree that the courts of the State of Maryland shall have jurisdiction to decide any question arising hereunder after all administrative remedies have been exhausted.
- F. No determination by any court, governmental body or otherwise that any provision of this Deed of Easement is invalid or unenforceable in any instance shall affect the validity or enforceability of (1) any other such provision, or (2) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.
- G. Notwithstanding any provision herein to the contrary, the one (1) dwelling existing as of the date of this Deed of Easement may be used for any lawful purpose (e.g. for residential purposes), unless otherwise prohibited by local zoning.

AND the Grantor further covenants that the Grantor has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that the Grantor will warrant specially the property interest hereby conveyed; and that the Grantor will execute such further assurances of the same as may be required.

AS WITNESS the hands and seals of the Grantors.

EXHIBIT "A"

BEGINNING in the middle of the public road leading from Clearspring to Broadfording Mills and where the said road is crossed by the road leading from Spickler's Blacksmith Shop to the Pennsylvania line and at the end of the fifth or North 1 degrees East 241.3 perches line of that part of "Montpelier", otherwise known as "Avondale", now owned by Roger Shank, at or near the end of the eighth or South 80 degrees West 12 perches line of that part of "Montpelier" which was conveyed by Virginia W. mason to Samuel Zeller by deed dated the 6th day of February, A.D. 1857, and recorded among the Land Records of Washington County in Liber I.N., Folio 672, and running thence along the middle of the road last above mentioned and South 1 ¼ degrees West 273 ¼ perches; then leaving said road and bounding on the first part of "Montpelier" conveyed by Samuel Zeller to Abraham K. Ditto by Deed dated April 4, 1965; then with the eighth and closing line of said conveyance last above mentioned, South 88 ¾ degrees East 130 ¼ perches to a stake in the fourth line of the Deed from Abraham Barnes and wife to Virginia W. Mason, dated December 24, 1834, and in the first line of the aforesaid conveyance from Virginia W. Mason to Samuel Zeller; then with the line of the last mentioned Deed, North 40 ¾ degrees East 69 perches to a stone at the end of the said first line; North 3 ¼ degrees East 7.6 perches to a stone; South 83 ¼ degrees West 60 perches to a stone at the South end of a stone fence; North 7 ½ minutes East 239.4 perches to the middle of the aforesaid Clearspring and Broadfording Mills road; then along the middle of said road, South 75 degrees West 62 perches; South 88 ¾ perches 47.1 perches to the place of beginning; containing Two Hundred Ten (210) and Sixth Eight (68) Perches of land, more or less.

SAVING AND EXCEPTING therefrom all that tract or parcel of land containing 61.5 acres, more or less, conveyed by Frank Barnhart and Zulier Barnhart, his wife, to Bermerd I. Barnhart and Lola Barnhart, his wife, by Deed date the 22nd day of June, 1945, and recorded in Liber 230, folio 561, among the Land Records of Washington County, Maryland.



Conditions of Public Sale

CONDITIONS OF PUBLIC SALE OF REAL ESTATE

OWNED BY _____,

LOCATED AT 147 ACRES AT 13529 Spickler Road, Clear Spring, MD 21722

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 22 - 23 shall be pro-rated between the Buyer and Seller to the date of settlement on a fiscal year basis. All real estate taxes for prior years have or will be paid by the Seller.
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.** \$50,000 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 Dec. 27, 2022 when a special warranty deed will be delivered and actual possession will be given to Buyer. The Buyer shall also sign this agreement and comply with these terms of sale.
5. **Forfeiture.** The time for settlement shall be of the essence. If the Buyer fails to comply with these terms of sale, Seller shall have the option of retaining all deposit monies or other sums paid by Buyer on account of the purchase price as Seller shall elect: (a) as liquidated damages, in which event Buyer and Seller shall be released from further liability or obligation and this Agreement shall be null and void, or (b) on account of the purchase price, or as monies to be applied to Seller's damages as Seller may elect.
6. **Marketable Title.** A good and marketable title will be given free and clear of all liens and encumbrances. The real estate is being sold subject to restrictions and rights-of-way of record in the Washington County Courthouse and which may be visible by inspection of the premises.
7. **Risk of Loss.** Seller shall maintain the property grounds, fixtures and any personal property specifically sold with the property in its present condition, normal wear and tear excepted. Seller shall bear the risk of loss for fire or other casualties until the time of settlement. In the event of damage by fire or other casualty to any property included in this sale that is not repaired or replaced prior to settlement, Buyer shall have the option of rescinding this Agreement and promptly receiving all monies paid on account of the purchase price or of accepting the property in its then condition, together with the proceeds of any insurance obtainable by Seller. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in the property as of the time of execution of this Agreement.
8. **Warranty.** The Buyer expressly acknowledges and understands that the Buyer is buying the property in its present condition and that the Seller makes no representation or warranty of any kind whatsoever with regard to the condition of the premises or any components thereof, including but not limited to, the roof, the electrical system, the plumbing system, the heating system, or any other part of the structure, or any of the improvements on the land.
 - A. **Radon.** Seller has no knowledge concerning the presence or absence of radon. The Seller makes no representation or warranty with regard to radon or the levels thereof.
 - B. **Lead-Based Paint.** If the house was built before 1978, the house may have lead-based paint. Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing and has no reports or records pertaining to lead-based paint and/or hazards in the housing. A lead-based pamphlet "Protect Your Family from Lead in Your House" has been given to Buyer. Buyer waives any ten (10) day lead-based paint assessment period.
 - C. **Home Inspection.** Buyer has inspected the property. Buyer understands the importance of getting an independent home inspection and has thought about this before bidding upon the property and signing this Agreement.
 - D. **Fixtures and Personal Property.** Included in the sale and purchase price are all existing items presently installed in the property, including plumbing, heating, lighting fixtures (including, if present upon the property, chandeliers and ceiling fans; water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; shrubbery, plantings and unpotted trees; any remaining heating and cooking fuels stored on the property at the time of settlement; wall to wall carpeting; window covering hardware, shades, blinds; built-in air conditioners; and built-in appliances. No warranty is given to Buyer as to the working/functional condition of fixtures and/or personal property. All other personal property that is not a fixture is reserved to Seller, which personal property shall be removed prior to settlement.
 - E. **Ventilation/Mold.** The Seller makes no representations or warranties with regard to mold or the absence of mold, adequate or inadequate air exchange or venting, or any other matters of home construction wherein mold may be present in the real estate.
 - F. **"As Is".** The property is being sold "AS IS" at the time of sale and at the time of the settlement. The fiduciary/seller herein makes no representations or warranties as to the condition of the real estate. The Purchaser accepts the property "AS IS". The purchaser waives any claims for any liability imposed through any environmental actions. This agreement shall survive closing. A seller's disclosure has been made available to Buyer prior to the public auction and shall be exchanged by Buyer and Seller upon the signing of this agreement. If the Seller is an estate, the personal representative will not deliver a disclosure to Buyer inasmuch as they are not required by law.
9. **Financing.** Buyer is responsible for obtaining financing, if any, and this contract is in no way contingent upon the availability of financing. The Seller will not pay points, settlement costs, or otherwise render financial assistance to the Buyer in this regard.
10. **Dispute Over Handmonies.** In the event of a dispute over entitlement of handmoney deposits, the agent holding the deposit may either retain the monies in escrow until the dispute is resolved or, if possible, pay the monies into the County Court to be held until the dispute is resolved. In the event of litigation for the return of deposit monies, the agent holding handmoney shall distribute the monies as directed by a final order of the court or a written agreement of the parties. Buyer and Seller agree that, in the event any agent is joined in the litigation for the return of deposit monies, attorneys fees and costs of the agent will be paid by the party joining the agent.
11. This agreement shall survive closing.



Conditions of Public Sale

CONDITIONS OF PUBLIC SALE OF REAL ESTATE

OWNED BY _____,

LOCATED AT 61 Acres at 13529 Spickler Road, Clear Spring, MD 21722

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 22 - 23** shall be pro-rated between the Buyer and Seller to the date of settlement on a fiscal year basis. All real estate taxes for prior years have or will be paid by the Seller.
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11. This agreement shall survive closing.



How to Buy Real Estate at Auction

Buying at a Hurley auction is easy and fun. We are dedicated to providing the best possible experience for our buyers.

- ❖ Do your homework! Inspect the property and review the information packet. We want you to be comfortable and confident about your purchase.
- ❖ **What does the term “Reserve” mean?** Under a reserve auction the auctioneer will submit the highest and best bid to the seller. The seller has the right to accept or reject that bid.
- ❖ **What does the term “Absolute” mean?** In an absolute auction, the property will be sold to the last and highest bidder regardless of price.
- ❖ **Do I need to pre-qualify?** No. We normally do not require any pre-qualification to bid. However, if you intend to obtain bank financing, the bank will require you to qualify for their loan. The deposit you make on auction day is not contingent upon financing. Financing information can be found on the last page of this packet.
- ❖ You will need a down payment as described in the general information section.
- ❖ Gather all available information and determine what the property is worth to you.
- ❖ The auction will begin promptly at the scheduled time. You should arrive at least 30 minutes early to register with our cashier. You will need your driver's license or another form of photo ID.
- ❖ Listen carefully to all announcements made the day of the auction. Please ask any questions you may have.
- ❖ When the auction actually begins, the auctioneer will ask for bids. He will say numbers until someone in the crowd agrees to offer the amount asked for. For example, the auctioneer may ask for \$100,000 and he may need to come down to \$75,000 until somebody agrees to bid. At this point the action begins and the bidding begins to go up. The auctioneer will call out the next bid he is looking for. If you are willing to pay that amount simply raise your hand. There may be several people bidding at first so don't be shy, raise your hand. If you feel the auctioneer doesn't see you, don't be afraid to wave your hand or call out. Eventually everyone will drop out but one bidder. At this point, if the property reaches an amount approved by the seller, the property will be sold to the high bidder. If it doesn't reach a price acceptable by the seller, the high bidder may then negotiate with the seller.
- ❖ If you are the winning bidder, you will then be declared the purchaser and will be directed how to finalize the sale by signing the sales agreement and paying the required down payment.
- ❖ It is the Buyer's responsibility to schedule the settlement with the desired settlement company. If you need assistance in locating one near you please contact us.

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Acceptable Methods of Payment

Each Real Estate Auction requires that a non-refundable down payment be made at the time the property is struck down. The following methods are the only methods of payment accepted by Hurley Auction Co. Inc. unless otherwise approved by Hurley Auctions:

- 1) **Cash** (payments of \$10,000 and above require completion of IRS Form 8300)
- 2) **Certified or Cashier's Check** payable to yourself so in the event that you are not the high bidder, you can deposit the check back into your account. If you are the successful bidder, you can sign it over to Hurley Auctions on the back of the check.
- 3) **Personal Check** accompanied by a Bank Letter of Guarantee (see sample below). Letter must read as follows and must be signed by an officer of the bank.

Bank Letter of Guarantee

Date: (Date of letter)

To: Matthew S. Hurley Auction Co. Inc
2800 Buchanan Trail East
Greencastle, PA 17225

Re: (Full Name of Customer requesting Letter of Guarantee)

This letter will serve as your notification that (Name of Financial Institution) will honor/guarantee payment of any check(s) written by (Customer), up to the amount of (\$ X,XXX.XX).

Drawn on account # (Customer's account number).

This guarantee will apply only to the Matthew S. Hurley Auction Co. Inc for purchases made (Date of Sale) only. **NO STOP PAYMENTS WILL BE ISSUED.**

If further information is required, please feel free to contact this office.

Sincerely,

Name of Officer
Title
Bank & Location
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Owner

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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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