

HURLEY

REAL ESTATE & AUCTIONS

2800 BUCHANAN TRL E | GREENCASTLE | PA 17225



416± Acres Shaffer Mountain Rd, Cairnbrook, PA 15924

HUNTERS DREAM PROPERTY!

Outstanding property in Bedford and Somerset Counties, PA! This property has a proven record of producing trophy whitetail deer, and is plentiful with other wildlife! Beaverdam Run Stream runs through the property with 2,000 feet of frontage!

Auction Date: Friday, Oct 24, 2025 @ 1pm

Open Houses: Saturday, Oct 11 2025, 10am-12pm
Friday, Oct 17, 2025, 3-5pm

AV002056 | Matthew Hurley AU003413L, Broker: PA RM421467; MD 597462; WV WVB230300885; VA 0225271921 | Kaleb Hurley AU006233, Agent: PA RS360491; MD 5009812 | Jacob Hurley AU006421

HURLEYAUCTIONS.COM | 717-597-9100





Dear Prospective Buyer,

Hurley Real Estate & Auctions is pleased to have been chosen to offer you this property. We encourage all potential buyers to inspect the property and the enclosed information prior to bidding. For your convenience, we've included the following:

- General Information
- Deed
- Clean and Green
- Aerial
- Topography
- Conditions of Public Sale
- How to Buy Real Estate at Auction
- Methods of Payment
- Financing Available
- Settlement Companies

If you have any questions after reviewing this report, please don't hesitate to call any time. We are looking forward to seeing you at the auction on October 24, 2025.

Sincerely,
The Hurley Team

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 Real Estate and 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 Hurley Real Estate and Auctions.***



Terms: \$25,000 in certified funds day of auction. Announcements made on the day of sale take precedence over all printed material. (See Payment & Financing page for detailed info.) 1% Buyers premium will be added to final bid price.

Closing Location: As agreed upon by the Buyer and Seller.

Buyer possession: Buyer will have immediate possession upon closing. There is a current hunting lease on the property through March of 2026.

General Information: 416± OUTSTANDING ACRES IN BEDFORD & SOMERSET COUNTIES! A true hunter's paradise and whitetail haven, this property has a proven history of producing trophy deer, along with abundant bear and turkey. The land is primarily flat to rolling, featuring 8.5 miles of maintained wooded trails for easy access throughout the property. Approx. 1.5 Miles of ridgeline provide breathtaking 60-mile pastoral views of Bedford County. Beaverdam Run, a designated Brook and Brown Trout stream, flows through the property with approximately 2,000 feet of frontage. Additional highlights include road frontage on both Shaffer Mountain Road and Fleegle Road, extensive wild blueberry patches, and timber species including oak, maple, hemlock, cherry, birch, and more. Less than half a mile from State Game Lands 228, this property is truly an outdoorsmans dream! Electric runs to the property and the property would make for a beautiful homesite for a home, cabin, etc. Property is in clean and green. There is a current hunting lease on the property which expires May of 2026. Oil and gas rights are included. The coal rights are reserved on 189 acres in Somerset County, but are owned on the remaining 227 acres.

Acreage: 416.76± Acres

County: Bedford & Somerset

Zoning/Land Use: Please call Napier Township (Bedford County) (814) 733-4770, and Shade Township (Somerset County) (814) 754-4622

Taxes: Approximately \$ 469.47

Tax ID: B.07-0.00-023 Bedford County,
S39-012-052-00 Somerset County

School District: Chestnut Ridge School District (Bedford County) and Shade-Central City School District (Somerset County)

Local Hospital: UPMC Bedford, UPMC Somerset



Deed

Made this 11th day of October, in the year Two Thousand Twenty-One (2021).

BETWEEN:

JOHN J. BUCHAN and TAMARA J. BUCHAN, husband and wife, of 12463
Twin Eagles Boulevard, Naples, Florida 34120,

GRANTORS,

AND

TAMARA J. BUCHAN, a married adult individual, of 12463 Twin Eagles
Boulevard, Naples, Florida 34120,

GRANTEE,

WITNESSETH, that in consideration of the sum of ----- ONE AND 00/100 DOLLAR-----
(\$1.00) ----- in hand paid, the receipt of which is hereby acknowledged, the said Grantors do hereby
grant and convey to the said Grantee, her heirs, successors, and assigns:

ALL that certain piece or parcel of land situate partially in Shade Township, Somerset County,
Pennsylvania and partially in Napier Township, Bedford County, Pennsylvania, being more particularly
bounded and described as follows:

BEGINNING at a set iron pin at the southern most point of land now or formerly of Charles
E. Clawson et al.; thence along the lands now or formerly of B and H Logging the following four
courses and distances: (1) South 14° 06' 39" West a distance of 693.19 feet to a stone pile; (2) South
06° 12' 15" West a distance of 1,153.54 feet to a stone pile; (3) South 41° 08' 07" West a distance of
556.69 feet to a stone pile; (4) South 36° 32' 26" East a distance of 631.99 feet to a stone pile;
thence along the lands now or formerly of Leo Lippart et al., David E. Elyard et ux. and Daniel R.
Smith et ux. South 17° 39' 32" West a distance of 843.47 feet to a set iron pin; thence along the
lands now or formerly of Daniel R. Smith et ux. North 62° 31' 45" West a distance of 211.49 feet to
a set iron pin; thence along the lands now or formerly of Daniel R. Smith et ux., Thomas W. Malec
et ux., Steven D. Benton et ux., Craig A. Fetter et al. and Donald R. Adams et ux. South 16° 09' 20"
West a distance of 1,413.95 feet to a set iron pin; thence along the lands now or formerly of Joel W.
Onstead et ux. and Dayton R. Miller et ux. South 18° 21' 30" West a distance of 1,045.83 feet to an
existing iron pin; thence along the land now or formerly of Dayton R. Miller et ux. South 18° 31'
40" West a distance of 486.93 feet to a set iron pin; thence continuing along the land now or
formerly of Dayton R. Miller et ux. North 65° 46' 27" West a distance of 464.00 feet to a hub and
stones; thence along the lands now or formerly of Dayton R. Miller et ux. and B. Dale Miller et ux.
South 34° 59' 54" West a distance of 494.62 feet to an existing iron pin and stones; thence South 63°
13' 33" West a distance of 264.00 feet to a set iron pin; thence North 61° 50' 50" West a distance of
120.92 feet to an existing iron pin; thence along the lands now or formerly of Edward W. Ference et



ux. the following four courses and distances: (1) North 21° 53' 57" East a distance of 479.39 feet to a set iron pin; (2) North 19° 25' 08" East a distance of 610.50 feet to a set iron pin; (3) North 13° 40' 08" East a distance of 775.50 feet to a set iron pin; (4) South 81° 25' 08" West a distance of 495.00 feet to a set iron pin; thence along the lands now or formerly of David A. Levar et ux. North 35° 19' 51" West a distance of 2,414.55 feet to an existing pipe; thence North 34° 22' 00" West a distance of 884.87 feet; thence along the lands now or formerly of John A. Wojcik, Jr., North 31° 32' 49" East a distance of 1,059.43 feet to a set iron pin; thence South 66° 45' 49" East a distance of 313.70 feet; thence North 16° 45' 49" West a distance of 33 feet to a set iron pin; thence along the lands now or formerly of John A. Wojcik, Jr. and Michael D. Custer et al. North 81° 00' 00" East a distance of 990.00 feet to a set iron pin; thence along the lands now or formerly of Michael D. Custer et ux. the following four courses and distances: (1) North 11° 36' 00" West a distance of 610.70 feet to a set iron pin; (2) North 28° 33' 07" East a distance of 1,052.37 feet to a set iron pin; (3) North 48° 21' 21" West a distance of 199.30 feet; (4) North 64° 55' 21" West a distance of 754.80 feet to a found peg; thence North 63° 48' 23" East a distance of 393.20 feet; thence North 65° 02' 31" East a distance of 804.35 feet to an existing iron pin; thence South 02° 31' 05" East a distance of 179.18 feet to an existing iron pin; thence North 88° 27' 24" East a distance of 160.00 feet to an existing iron pin; thence North 02° 31' 05" West a distance of 202.12 feet to an existing iron pin; thence North 19° 46' 29" East a distance of 60.00 feet to an existing iron pin; thence North 65° 00' 50" East a distance of 167.93 feet to an existing iron pin; thence North 06° 23' 53" West a distance of 88.89 feet to a point; thence South 88° 07' 44" East a distance of 30.00 feet to a point; thence South 61° 35' 54" East a distance of 88.08 feet to a point; thence South 57° 49' 06" East a distance of 160.50 feet to a set iron pin; thence South 45° 48' 59" East a distance of 2,048.15 feet to a set iron pin the point and place of beginning. Containing 416.76 acres of which 145.513 acres lie in Shade Township, Somerset County, and 271.247 acres lie in Napier Township, Bedford County.

BEING the same pieces or parcels of land which became vested in John J. Buchan and Tamara J. Buchan, husband and wife, by Deed of John J. Buchan, Jr. and Tamara J. Buchan, husband and wife, dated January 13, 2009, and recorded in the Office of the Recorder of Deeds of Bedford County, Pennsylvania at Deed Book Volume 1263, page 485 on January 21, 2009 and also being recorded in the Office of the Recorder of Deeds of Somerset County, Pennsylvania at Record Book Volume 2091, page 464 on January 15, 2009.

TOGETHER with the right unto the Grantees, their heirs, successors and assigns to use for the purpose of ingress, egress, and regress that certain gravel road for its entire length beginning at State Route 1036 through the above-described parcel and other lands now of formerly of Michelle Kephart and Nickolas W. Kephart.

TOGETHER with all rights and benefits that the Grantors' predecessors in title may have possessed or enjoyed in and to said gravel road.

THE GRANTORS HEREIN STATE THAT THE HEREINABOVE DESCRIBED PROPERTY IS NOT PRESENTLY BEING USED FOR THE DISPOSAL OF HAZARDOUS WASTE, NOR TO THE BEST OF THEIR KNOWLEDGE, INFORMATION AND BELIEF HAS IT EVER BEEN USED FOR THE DISPOSAL OF HAZARDOUS WASTE. THIS STATEMENT IS MADE IN COMPLIANCE WITH THE SOLID WASTE MANAGEMENT ACT OF 1980-97, SECTION 405.



NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", the undersigned grantee, hereby certifies that she knows and understands that she may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. The undersigned further certifies that this certification is in a color contrasting with that in the deed proper and is printed in twelve-point type preceded by the word "notice" printed in twenty-four-point type.

Witness:

Tamara J. Buchan

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.

UNDER AND SUBJECT to the conveyances, exceptions, reservations, restrictions, conditions and easements as are contained in prior deeds, conveyances and plans of record and any valid zoning regulations.

UNDER AND SUBJECT to any and all exceptions, reservations, covenants, agreements, conveyances, and restrictions which affect the premises and are visible by inspection of the premises.

TOGETHER, with all and singular the tenements, hereditaments and appurtenances to the same belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also, all the estate, right, title, interest, property, claim and demand whatsoever, both in law and equity, of the said Grantors, of, in, to or out of the said premises, and every part and parcel thereof.

TO HAVE AND TO HOLD the premises hereby granted or mentioned, or intended so to be, with the appurtenances, unto the Grantee, her heirs, successors and assigns, forever.

THE SCRIVENER of this Deed has not examined the title to this property and offers no certification or representation regarding the status of title.

THIS TRANSFER is exempt from the imposition of realty transfer taxes under 72 P.S.



REC Book 2916 Page 218

§8102-C.3(6) as it is a transfer from Husband and Wife to Wife.

AND the Grantors do hereby covenant and agree that they will warrant specially the premises hereby conveyed.

IN WITNESS WHEREOF, said Grantors have executed this deed as of the day and year first above written.

WITNESS:


 (Seal)
 John J. Buchan

 (Seal)
 Tamara J. Buchan

STATE OF PENNSYLVANIA

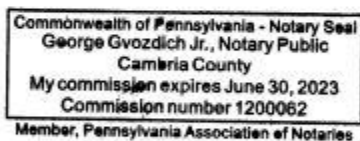
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SS:

COUNTY OF CAMBRIA

On this 11th day of October, 2021, before me, the undersigned officer, personally appeared John J. Buchan and Tamara J. Buchan, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.




 Notary Public

Certificate of Residence

I do hereby certify that the precise residence and complete post office address of the within named Grantee is 12463 Twin Eagles Boulevard, Naples, Florida 34120.

10/11/2021
 Date


 For the Grantee



CLEAN AND GREEN RECORDING APPLICATION
PENNSYLVANIA FARMLAND AND FOREST LAND ASSESSMENT ACT 319 AS AMENDED BY ACT 156

1. NAME(S) BUCHAN JOHN J
(LAST) (FIRST) (M.I.)
BUCHAN TAMARA J
(LAST) (FIRST) (M.I.)

(LAST) (FIRST) (M.I.)

(LAST) (FIRST) (M.I.)

2. MAILING ADDRESS: 2005 BATES DRIVE
JOHNSTOWN, PA 15905

3. THE LAND FOR WHICH APPLICATION IS BEING MADE IS OWNED BY (A) (AN) (CHECK ONE):
A. INDIVIDUAL ☒ MAP # B.07-0.00-023 (116.88 ACRES)
B. PARTNERSHIP _____ DEED BOOK # 1199; BOOK # 0696
C. CORPORATION _____ 1263; 0485
D. INSTITUTION _____
E. COOPERATIVE _____
F. OTHER (EXPLAIN) _____

4. TOTAL NUMBER OF ACRES OWNED: 116.88

5. TOTAL NUMBER OF ACRES BEING ENROLLED: 116.88 - mountain ground

6. THE PROPERTY IS LOCATED IN: Chestnut Ridge NAPIER
(SCHOOL DISTRICT) (TOWNSHIP)

7. UNDER WHICH CATEGORY DO YOU INTEND TO APPLY?
AGRICULTURAL USE _____ AGRICULTURAL RESERVE _____ FOREST RESERVE ☒

8. ARE YOU SUBMITTING A CONSERVATION PLAN? No FOREST MANAGEMENT PLAN? No

9. FOR ANY ADDITIONAL LAND YOU OWN WHICH MIGHT BE ELIGIBLE FOR USE-VALUE, BUT FOR WHICH YOU DO NOT INTEND TO APPLY,
GIVE ACREAGE: 0

10. HAS THE LAND REPRESENTED ON THIS APPLICATION BEEN ACTIVELY DEVOTED TO AGRICULTURAL USE FOR THE PAST THREE YEARS?
YES _____ NO ☒ It is forest land

11. IN THE EVENT OF A CHANGE IN OWNERSHIP OF A PORTION OF LAND, OR OF ANY TYPE DIVISION OR CONVEYANCE OF THE LAND, THE APPLICANT HEREBY ACKNOWLEDGES THAT, IF THE APPLICATION IS APPROVED FOR PREFERENTIAL ASSESSMENT, ROLL-BACK TAXE UNDER SECTION 5.1 OF THE ACT MAY BE DUE FOR A CHANGE IN USE OF THE LAND, A CHANGE IN OWNERSHIP OF ANY PORTION OF THE LAND, OR ANY TYPE OF DIVISION OR CONVEYANCE OF THE LAND.

BK 143 PG 284

JS JJB
(APPLICANT'S INITIALS)

The entire property is in clean and green regardless of the acreage listed on any clean and green documents. With questions please reach out to Bedford County and Somerset County clean and green offices.



THE APPLICANT FOR PREFERENTIAL ASSESSMENT HEREBY AGREES, IF THE APPLICATION IS APPROVED FOR PREFERENTIAL ASSESSMENT, TO SUBMIT THIRTY DAYS NOTICE TO THE COUNTY ASSESSOR OF A PROPOSED CHANGE IN USE OF THE LAND, SPLIT-OFF PORTION OF THE LAND, OR A CONVEYANCE OF THE LAND.

JDS JGB
(APPLICANT'S INITIALS)

THE UNDERSIGNED DECLARES THAT THIS APPLICATION, INCLUDING ALL ACCOMPANYING SCHEDULES AND STATEMENTS, HAS BEEN EXAMINED BY HIM/HER AND TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF IS TRUE AND CORRECT.

John J. Bucher
(Signature of Owner)

7-16-12
(Date)

Chamara J. Bucher
(Signature of Owner)

7/16/12
(Date)

(Signature of Owner)

(Date)

(Signature of Owner)

(Date)

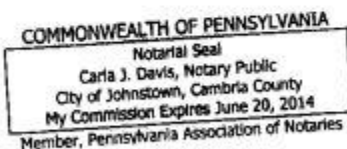
(Corporate Name)

(Signature of Corporate Officer)

(Date)

ON THIS, THE 16th DAY OF July, 20 12, BEFORE ME THE UNDERSIGNED OFFICER, PERSONALLY KNOW TO ME ~~(OR SATISFACTORILY PROVEN)~~ TO BE THE PERSON (S) WHOSE NAME (S) SUBSCRIBED TO THE WITHIN INSTRUMENT EXECUTED THE SAME FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL



Carla J. Davis
NAME
Notary Public
TITLE OF OFFICER

ASSESSMENT OFFICE USE ONLY

CHECK #601 (50.00)
CHECK #602 (18.50)

TAX MAP/PARCEL B.07 / 023
CONTROL NUMBER 220-015192

DEED BOOK/PAGE 1199 / 696
1263 485

APPROVED Robert J. Roland BK 143 PG 285
(ASSESSOR'S SIGNATURE)

DATE 08-28-2012



Clean and Green Valuation Application

Pennsylvania Department of Agriculture
January, 2000

ASSESSMENT OFFICE USE ONLY

REFERENCE #: 39-0-003030
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District 39
Map 12
Parcel 52

TO BE FILED BY JUNE 1

DATE: February 25, 2009

ACREAGE: 145.513 A

**APPLICATION -PENNSYLVANIA FARMLAND AND FOREST LAND ASSESSMENT ACT
"CLEAN AND GREEN"**

1. Name: Buchan John J
(Last) (First) (M.I.)

2. Mailing Address: 2005 Bates Dr Cambria
(Street, R.D. or Box#) (County)
Johnstown PA 15905
(City) (State) (Zip)
(Phone)

3. The land for which application is being made is owned by (a) (an) (Check):

A. Individual ☒ Deed Book 2091
B. Partnership ☐
C. Corporation ☐
D. Institution ☐ Page # 464
E. Cooperative ☐
F. Other(explain) ☐

4. Is the land currently assessed under Act 515? (P.L.-(1965) 1292) Yes ☐ No ☒

5. Is the land in this application leased for minerals? Yes ☐ No ☒

6. This property is located in: Shade-Central City
(School District)
Shade Twp. Somerset
(City, Town, Borough) (County)



7. Under which category do you intend to apply?

REC Book 2098 Page 786

Agricultural Use(AAO-83) ☐ Agricultural Reserve (AAO-84)☐ Forest Reserve (AAO-85) ☒

8. If you have documentation supporting types or timber types, such as a conservation plan or a forestry management plan, please supply copies of this information with your application. This is not, however, a requirement for submitting an application. No

9. For any additional land you own which might be eligible for use-value assessment but for which you do not intend to apply, give acreage. No

10. Has the land represented on this worksheet been actively devoted to agricultural use for the past three years?

Yes ☐

No ☒

11. IN THE EVENT OF A CHANGE IN OWNERSHIP OF A PORTION OF THE LAND, OR OF ANY TYPE DIVISION OR CONVEYANCE OF THE LAND, THE APPLICANT HEREBY ACKNOWLEDGES THAT, IF HIS APPLICATION IS APPROVED FOR PREFERENTIAL ASSESSMENT, ROLL-BACK TAXES UNDER SECTION 5.1 OF THE ACT MAY BE DUE FOR A CHANGE IN USE OF THE LAND, A CHANGE IN OWNERSHIP OF ANY PORTION OF THE LAND, OR ANY TYPE OF DIVISION OR CONVEYANCE OF THE LAND.

The applicant for preferential assessment hereby agrees, if his application is approved for preferential assessment, to submit thirty days notice to the county assessor of a proposed change in use of the land, a split-off portion of the land, or a conveyance of the land.

The undersigned declares that this application, including all accompanying schedules and statements, has been examined by him/her and to the best of his/her knowledge and belief is true and correct.

John J. Buchan 2-27-08
(Signature of Owner) (or Corporation Name) (Date)

Tamara J. Buchan 2/27/08
(Signature of Corporate Officer) (Title)

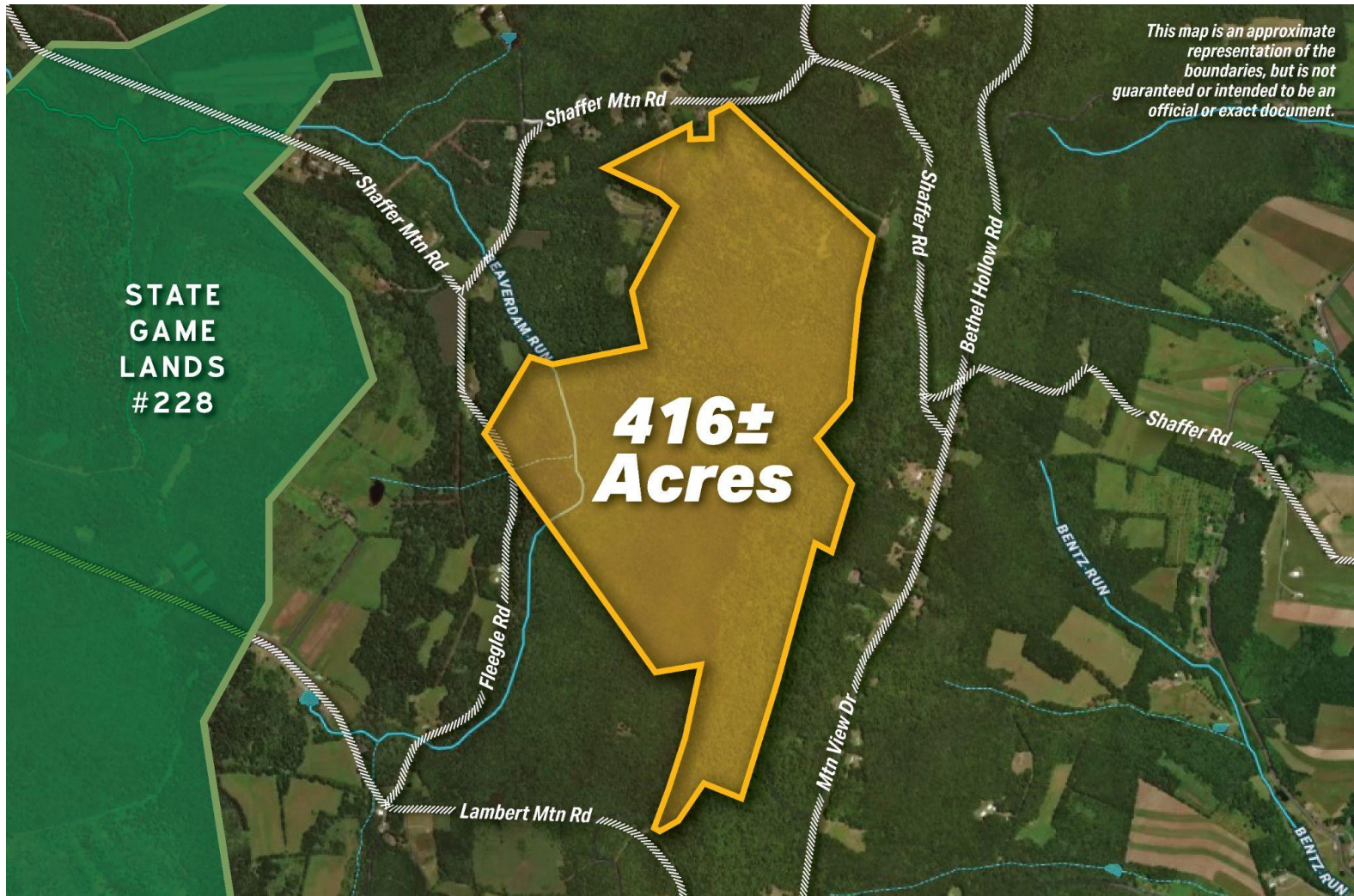
[Signature] 3-2-08
(Assessor) (Date)

(Notary) (Date)



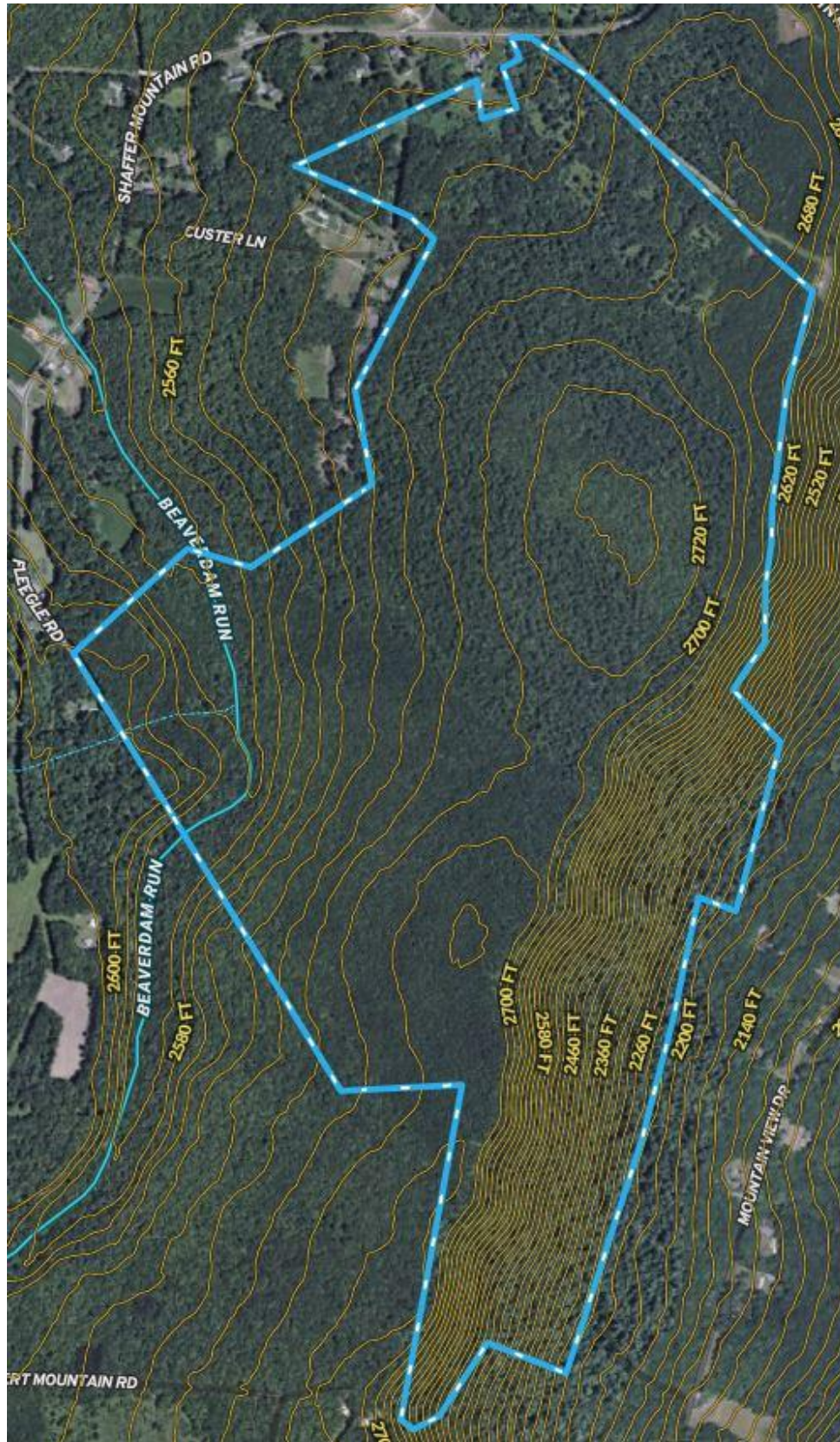
HURLEY
FARM & LAND REAL ESTATE

AERIAL





This map is an approximate representation of the boundaries, but is not guaranteed or intended to be an exact document.





OWNED BY: **Tamara J. Buchan Trust**

LOCATED AT: **416+- Acres Shaffer Mountain Rd, Cairnbrook, PA 15924 (B.07-0.00-023, S39-012-052-00)**

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. The Auctioneer has the sole discretion of setting bidding increments. If any disputes arise to any bid, the Auctioneer reserves the right to cause the property to be immediately put up for sale again.
2. Real Estate Taxes/Utilities | All real estate taxes and utilities 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.
4. Terms | \$25,000 or — % handmoney, either in the form of cash, cashier's check, certified check, or personal check at the discretion of the Auction Company when the property is struck down, and the balance, without interest, on or before Dec 8, 2025 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. Buyers Premium of 1 % plus the bid price shall establish purchase price.
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 Bedford & Somerset 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. Environmental Contamination | Seller is not aware of any environmental contamination on the land.
 - D. 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.
 - E. Fixtures and Personal Property | Included in the sale and purchase price are all existing items permanently attached to the property, including but not limited to 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 personal property will be removed at Seller's discretion, if items are not removed they become the responsibility of the Buyer.
 - F. Ventilation/Mold | The Seller makes no representations or warranties with regard to mold or the absence of mold, adequate or inadequate air exchange or ventilation, or any other matters of home construction wherein mold may be present in the real estate.
 - G. "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(s) 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 agrees 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.
12. This agreement may be signed and transmitted by email.
13. Buyer and Seller agrees that Hurley Auctions and Hurley Real Estate and Auctions may collaborate on any aspect of this contract. The scope of collaboration shall include but is not limited to the negotiation, advertising, execution, sharing of resources, sharing of fees, and performance of any aspect whatsoever of the contract.



Buying Real Estate at 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 within this packet.
- You will need a down payment as described in the general information section.
- The auction will begin promptly at the scheduled time. You should arrive at least 30 minutes early to register with our staff. You will need your driver’s license or another form of photo ID.
- Listen carefully to all announcements made on 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 \$250,000 and he may need to come down to \$225,000 until somebody agrees to bid. At this point the auction 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 let us know.



Acceptable Methods of Payment

1. **Cash** (payments of \$10,000 and above require completion of IRS Form 8300).
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.
4. **Wire Transfer** | There is a \$30.00 wire fee added to all transactions paid by buyer. Please call our office for additional information.

Example Bank Letter of Guarantee:

Date: (Date of letter)

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

Re: (Full name of customer requesting Letter of Guarantee)

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

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

This guarantee will apply only to Hurley Real Estate and Auctions for purchases made on (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 #



HURLEY
FARM & LAND REAL ESTATE

FINANCING

Purchasing a property at auction has never been easier!

In fact, each year real estate auctions become more and more popular. The following financial institution/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.



NMLS: 514737

Middletown Valley Bank | Mlend

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tathomas@acnb.com

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FINANCING

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Mortgage Originator
717-709-3408
kbickers@orrstown.com
NMLS # 131191

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HURLEY
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SETTLEMENTS

The following settlement companies are familiar with the auction process and have representatives available to assist you in all your real estate auction settlement needs.



Nathan C. Bonner — Title Agent

2021 E Main St, Waynesboro, PA 17268
983 Lincoln Way E, Suite 1, Chambersburg, PA 17201
(717) 762-1415 or (717) 263-5001
nathan@buchanansettlements.com
www.buchanansettlements.com



When details matter, choose a
settlement agency you can trust.

✉ closings@partnerwithaplus.com

🌐 www.partnerwithaplus.com

Visit one of our 3 convenient locations:

37 S. Main Street, Suite 101, Chambersburg, PA 17201 • 717.753.3620

201 S. 2nd Street, Suite 101, McConnellsburg, PA 17233 • 717.485.9244

17A W. Baltimore Street, Greencastle, PA 17225 • 717.593.9300





HURLEY
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SETTLEMENTS



Center
Square

"An Attorney At Every Settlement"

Real Estate Settlement Services, Inc.

Clinton T. Barkdoll | Attorney/Title Agent

9 East Main Street, Waynesboro, PA 17268

Phone

717-762-3374

Fax

717-762-3395

Email

clint@kullalaw.com



Real Estate Settlement Services, Inc.

19 Fifth Avenue

Chambersburg, PA 17201

717-446-0739

717-446-0791 fax

info@keystonesettlements.net

Visit our website at www.keystonesettlements.net



HURLEY
FARM & LAND REAL ESTATE

ABOUT US

Thank you for inquiring about our services. We appreciate your interest in our company and the auction method of marketing.

Hurley Real Estate and Auctions is a full-service auction company offering real estate and personal property auctions. We specialize in farm, land, and home real estate auctions. We also handle personal property auctions, farm sales, and estate and/or business liquidations. Having sold over 3,000 properties, Hurley Real Estate and Auctions has vast experience selling real estate and is the first choice for the Mid-Atlantic region.

When you sell your land with Hurley Real Estate & Auctions, you're getting more than a service—you're getting a strategic partner with deep roots in the land. With over 3,000 successful sales, we know how to deliver results. Our award-winning marketing team customizes every campaign to attract serious, qualified buyers, and our full-time, passionate staff is dedicated to helping you achieve top dollar—quickly and with integrity.

Our mission is to provide a better way to sell and buy real estate. We lead with integrity, experience, and transparency to deliver excellent results with every auction.



**Your *land*,
your *legacy*,
sold *right*.**



Matthew Hurley AU003413L • Kaleb Hurley AU006233 • AY002056
Matthew Hurley, Broker: PA RM421467; MD 597462; WV WVB230300885
Kaleb Hurley, Agent: PA RS360491; MD 5009812