

10921 Oak Forest Cir, Hagerstown, MD 21740

RENT NO MORE! Don't miss your chance to own this beautiful all brick rancher at the end of a quiet cul de sac in Hagerstown, Maryland. With just a little bit of work, this home has tons of potential.

> Auction Date: Thursday, Nov. 9, 2023 @ 3PM Open Houses: Saturday, Oct. 28, 2023, 3-4PM Saturday, Nov. 4, 2023, 3-4PM



INCLUDED INFORMATION

Dear Prospective Buyer,

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

General Information Deed Conditions of Public Sale Property Disclosure 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 Nov. 9, 2023.

Sincerely, Matthew S. Hurley, Auctioneer/Broker Kaleb M. Hurley, Auctioneer/Realtor

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: \$5,000 in certified funds day of auction. Balance due in 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.) 2% 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. **Showing Dates:** Saturday, Oct. 28, 2023, 3-4PM and Saturday, Nov. 4, 2023, 3-4PM

General Information: RENT NO MORE! Don't miss your chance to own this beautiful all brick rancher at the end of a quiet cul de sac in Hagerstown Maryland. With just a little bit of work, this home has tons of potential. The home features 3 bedrooms, 1.5 bathrooms, a living room, family room, attached garage, and beautiful rear deck that is the perfect setting for relaxing or entertaining guests. The home is surrounded by mature trees that provide plenty of shade to help keep the house cool on those hot summer days. The home is also conveniently located close to Marty Snook Memorial park, and just minutes from restaurants and recreation including the valley mall.

This home has the following features:

- 3 Bedrooms
- Bedroom 1: 13 x 11
 - Bedroom 2: 13 x 10
- Bedroom 3: 10 x 10
- 1.5 Bathrooms

- Living Room: 16 x 13
- Family Room: 16 x 13
- Dining Room: 14 x 10
- Kitchen: 10 x 8
- 1 Car Garage: 27 x 13

Year House Built: 1969 Acreage: .27+- Acres County: Washington, MD Zoning/Land Use: Please call Washington County planning and zoning (240) 313- 2430 Taxes: Approximately \$1,656 | Tax ID: 2226020174 Utilities: Water: Public Sewer: Public Heating: Forced Air - Natural Gas Cooling: Central A/C School District: Washington County Public Schools Local Hospital: Meritus Hospital



ANS 82, 1994 18:86 a

OII7I 00516 CLERK OF THE CIRCUIT COURT WASHINGTON COUNTY

Received for Record

1994, by THOMAS R. MYERS, JR., of Washington County, Maryland.

WITNESSETH: That for no monetary consideration, the said THOMAS R. MYERS, JR. does hereby grant and convey unto THOMAS R. MYERS, JR. and DORA M. MYERS, his wife, all that improved parcel of land known as 100 Oak Forest Circle, and designated as Lot No. 0-2 of Section "A" of Woodmoor, as recorded on the Plat of Woodmoor among the Land Records of Washington County, Maryland.

Being the same property which was conveyed to Thomas R. Myers, Jr. by deed of Thomas R. Myers, Jr. and Linda G. Myers, his wife, dated May 2, 1975, and recorded among the Land Records of Washington County, Maryland, at Liber 595, folio 397.

Said lot is conveyed subject to all easements, conditions and restrictions of record.

And the Grantor hereby covenants that he will warrant execute such other and further assurances as may be requisite.

WITNESS, the hand and seal of the Grantor herein.

WITNESS:

Reven The Adrew THOMAS R. MYERS, OR.



D.



01171 00517

CLERK OF THE CIRCUIT COURT WASHINGTON COUNTY

STATE OF MARYLAND, COUNTY OF WASHINGTON, to wit:

I HEREBY CERTIFY that on this dink day <u>July</u>, 1994, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared THOMAS R. MYERS, JR. who did acknowledge that he executed the aforegoing Deed as his voluntary act and did affirm that no monetary or tangible consideration passed from the Grantees to the Grantor by the execution and delivery of this deed.

WITNESS my hand and Official Notarial Seal. Reven TR. Jalmes Notary Public My Commission Expires: 4-1.98 THIS IS TO CERTIFY THAT THE ABOVE INSTRUMENT WAS PREPARED BY ONE OF THE PARTIES TO THIS INSTRUMENT OR UNDER THE SUPERVISION OF AN ATTORNEY ADMITTED TO PRACTICE IN MARYLAND. Class Attorney 8 1994 MANET 125 Thomas R. Myers, Jr. Mail to: 10921 Oak Forest Drive Woodmoor Hagerstown, MD 21740 RECEIVED FOR TRANSFER State Department of AGRICULTURE TAX Assessments & Taxation for Washington County ACREAGE QUU TAXES PAD TODD L. HERSHET TREASURES



CONDITIONS of PUBLIC SALE

OWNED BY: Dora Myers

LOCATED AT: 10921 Oak Forest Cir, Hagerstown, MD 21740

- 1. <u>Highest Bidder</u> | 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. <u>Real Estate Taxes</u> | All real estate taxes for <u>2023-2024</u> 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. <u>Transfer Taxes</u> | Seller shall pay <u>1/2</u> of the realty transfer tax and Buyer shall pay <u>1/2</u> 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. <u>Terms</u> | <u>\$5,000</u> or ____% handmoney, either in the form of cash, cashier's check, or certified check when the property is struck down, and the balance, without interest, on or before <u>December 28, 2023</u> 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. <u>2% Buyers premium will be added to final bid price</u>.
- 5. <u>Forfeiture</u> | 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. <u>Marketable Title</u> | 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 <u>Washington, MD</u> County Courthouse and which may be visible by inspection of the premises.
- 7. <u>Risk of Loss</u> | 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. <u>Warranty</u> | 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. <u>Radon</u> | 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. <u>Home Inspection</u> | Buyer has inspected the property. Buyer understands the importance of getting an independent home inspection and has thought about this before bidding upon the property and signing this Agreement.
 - D. Fixtures and Personal Property | Included in the sale and purchase price are all existing items presently installed in the property, including plumbing, heating, lighting fixtures (including, if present upon the property, chandeliers and ceiling fans; water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; shrubbery, plantings and unpotted trees; any remaining heating and cooking fuels stored on the property at the time of settlement; wall to wall carpeting; window covering hardware, shades, blinds; built-in air conditioners; built-in appliances; and the range/oven unless otherwise stated). No warranty is given to Buyer as to the working/functional condition of fixtures and/or personal property. All other personal property that is not a fixture is reserved to Seller, which personal property shall be removed prior to settlement.
 - E. <u>Ventilation/Mold</u> | 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. <u>"As Is"</u> | 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. <u>Financing</u> | 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. <u>Dispute Over Handmonies</u> | 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.



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 seller(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.

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ler han fale (RA)	Date 9/27/23

Purchaser _____ Date _____

Purchaser _

Date

FORM: MREC/DLLR: Rev 07/31/2018

Produced with Lone Wolf Transactions (ztpForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com

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DISCLOSURES AND NOTICES



DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Property Address:

SELLER/LANDLORD REPRESENTS AND WARRANTS, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (SELLER/LANDLORD TO INITIAL APPLICABLE LINE): $\frac{1}{2} \frac{1}{2} \frac{1}{2}$

FEDERAL LEAD WARNING STATEMENT: A buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed property Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to disclose to the buyer/tenant the presence of known lead-based paint hazards and to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession. A **tenant** must receive a federally approved pamphlet on lead poisoning prevention. It is recommended that a **buyer** conduct a risk assessment or inspection for possible lead-based paint hazards prior to purchase.

Seller's/Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):

(i) _____ / ___ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii)
(b) Records and reports available to the seller (initial (i) or (ii) below):

(i) _____ / ____ Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) <u>Lp / / / /</u> Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's/Tenant's Acknowledgment (initial)

(c) _____ / ____ Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.

(d) _____ Buyer/Tenant has received the pamphlet Protect Your Family from Lead In Your Home.

(e) Buyer has (initial (i) or (ii) below):

 (i) _____ / ____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____/ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Accnowledgment (initial)

(f) _____Agent has informed the Seller/Landlord of the Seller's/Landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller/Landlord		Buyer/Tenant	Date
have fligh (POA) Seller/Landlord	9/27/23 Date	Buyer/Tenant	Date
	Date	Buyen chain	Date
Seller's/Landlese S Agent	Date	Buyer's/Tenant's Agent	Date
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Legacy Realty. Inc., 2800 Buchssan Trail East Greencastle, PA 17225 Phone: (717)409-0339 Fax: Kaleb Hurley Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Datas, TX 75201 www.wolf.com



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.



PAYMENT

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,

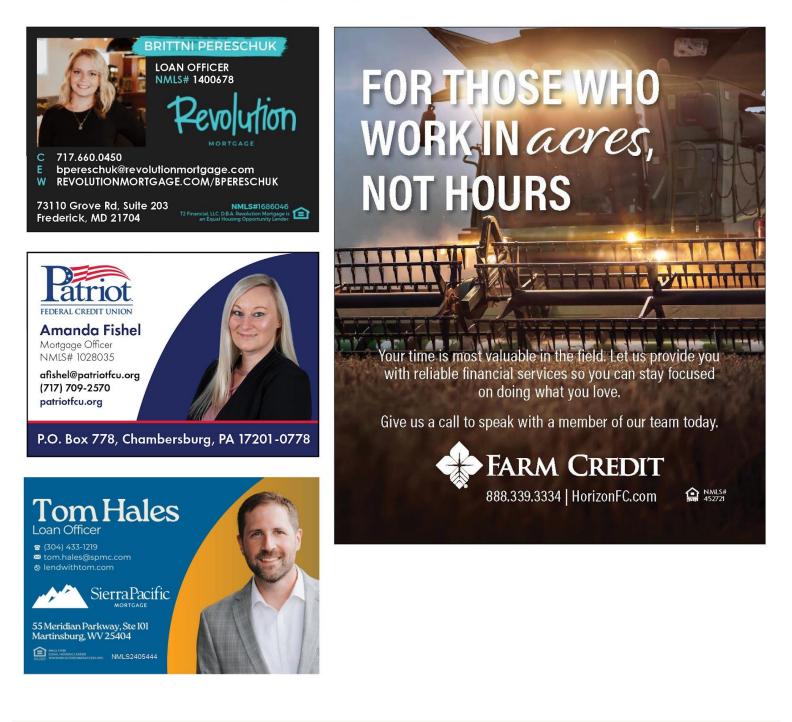
Name of Officer Title Bank & Location Office Phone #



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.





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 East Main Street Waynesboro, PA 17268 (717) 762-1415 or (717) 263-5001 nathan@buchanansettlements.com www.buchanansettlements.com







SETTLEMENTS





Visit our website at www.keystonesettlements.net







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.

Hurley Real Estate and Auctions is a family company built on the main mantra: helping hands for all lands. We are proud to extend our personal touch service, regional focus, and diverse experience as we earn the right to be your trusted auction partner.

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.



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