



REAL ESTATE AUCTION



667 Trafalgar Dr, Hagerstown, MD 21742

**BEAUTIFUL FULL BRICK 2 BED 2 BATH HALF TWIN HOME IN THE
GREENWICH PARK SUBDIVISION! END UNIT WITH A 2 CAR GARAGE!**

Auction Date: Wednesday, Jan. 24, 2024 @ 3:00PM
Open Houses: Saturday, Jan. 6, 2024, 12-1PM
Saturday, Jan. 13, 2024, 12-1PM



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
Aerial
Conditions of Public Sale
Disclosures and Notices
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 Jan. 24, 2024.

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. (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% Buyer's 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, Jan. 6, 2024, 12-1PM and Saturday, Jan. 13, 2024, 12-1PM

General Information: Enjoy some of Washington County's finest, low maintenance living at Greenwich Park. This all brick end unit home features 2 bedrooms, 2 full bathrooms, living room, spacious family room, dining room, and kitchen. The home also features a large attached 2-car garage. The master bathroom features a large soaking tub, a walk-in shower, and a spacious walk-in closet. This home has an open layout that makes it feel airy and spacious.

This home has the following features:

- 2 Bedrooms
 - Bedroom 1: 13 x 17
 - Bedroom 2: 11 x 12
- 2 Bathrooms
- Living room: 14 x 14
- Family room: 14 x 21
- Dining room: 11 x 12
- Kitchen: 17 x 18

Year House Built: 2003

Acreage: .16± Acres

County: Washington, MD

Zoning/Land Use: Please call Washington County planning and zoning (240) 313- 2430

Taxes: Approximately \$5,809 | **Tax ID:** 2217029371

Utilities: Water: Public Sewer: Public Heating: Heat Pump Cooling: Central A/C

School District: Washington County Public Schools

Local Hospital: Meritus Hospital



2161 0357

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

THIS DEED, Made this 2nd day of October, 2003, by **CHURCHEY GROUP II, L.L.C., a Maryland limited liability company.**

WITNESSETH: That for and in consideration of the sum of TWO HUNDRED TWENTY-SIX THOUSAND ONE HUNDRED SIXTY and 94/100 (\$226,160.94) DOLLARS, the receipt of which is hereby acknowledged, the said **CHURCHEY GROUP II, L.L.C., a Maryland limited liability company**, does hereby grant and convey unto **WILSON T. RENWICK and EILEEN M. RENWICK, his wife**, all that lot of ground, together with the improvements thereon, situate along the South side of Mt. Aetna Road, and on the corner of Meridian Drive and Trafalgar Drive, in Election District No. 17, Washington County, Maryland, and shown and designated as Lot 113 on the "Final Plat of Subdivision of Lots 113-143, Lots 161-164, Lots 189-194 for GREENWICH PARK," said Plat being recorded at folio 7429, one of the Plat Records of Washington County, Maryland.

BEING part of the same property which was conveyed unto the Grantor herein by deed from Triad Properties, a Maryland general partnership, dated April 17, 2000, and recorded among the Land Records of Washington County, Maryland, in Liber 1565, folio 472.

The above described property is hereby conveyed subject to and together with all conditions, restrictions, notes, easements, agreements, reservations, rights of way and other limitations more particularly set forth on Plat Folios 7429 and 7430, and is also subject to that Declaration by Churchev Group II, L.L.C., dated April 17, 2000, and recorded among the aforesaid Land Records in Liber 1565, folio 479, and to that First Amendment to Declaration by Churchev Group II, L.L.C., dated May 31, 2000, and recorded among the aforesaid Land Records in Liber 1574, folio 739, and to that Second Amendment to Declaration by Churchev Group II, L.L.C., dated March 16, 2001, and recorded among the aforesaid Land Records in Liber 1637, folio 289, and to that Revised and Restated Declaration by Churchev Group II, L.L.C., dated June 1, 2001, and recorded among the aforesaid Land Records in Liber 1672, folio 14, which the Grantees herein, by the acceptance of this deed, hereby covenants to observe and keep.

And the Grantor herein does hereby covenant that, except as to the aforesaid Declaration, amendments, conditions, restrictions, notes, easements, agreements, reservations, and rights of way, it will warrant specially the property hereby conveyed and that it will execute such other and further assurances of title as may be legally requisite.



2161 0358

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

IN WITNESS WHEREOF, Churcley Group II, L.L.C. has caused the execution of
these presents the day and year first above written.

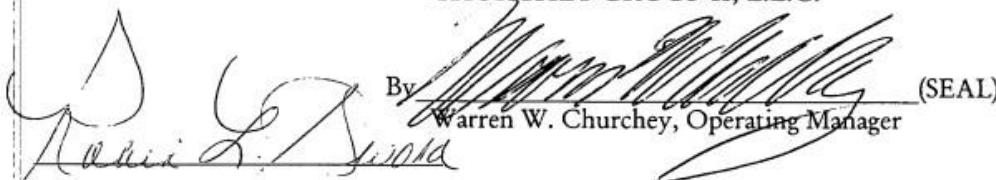
WITNESS:

CHURCHEY GROUP II, L.L.C.

By

(SEAL)

Warren W. Churcley, Operating Manager



STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY, that on this 2nd day of October, 2003, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Warren W. Churcley, Operating Manager, known to me to be the person whose name is subscribed to the foregoing instrument, who did acknowledge that he executed the same for the purposes therein contained and in the capacity therein stated; and at the same time he also acknowledged that the consideration set forth in said deed is correct.

WITNESS my hand and official Notarial Seal.


Notary Public

My Commission Expires:

3-1-07

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an Attorney, or by a Party to this instrument.



Robert B. Stone, Attorney

MAIL TO:

Mr. and Mrs. Wilson T. Renwick
667 Trafalgar Drive
Hagerstown, MD 21742
F:\wpdocs\greenwic.prk\deeds\Plat7429-L113-Renwick

IMP FT SURE 2	20.00
RECORDING FEE	20.00
RECORDATION T	1,721.40
TR TAX COUNTY	800.00
TR TAX STATE	1,130.00
TOTAL	3,773.00
Reg# WAD1	Rec'd # 2851
10W	SR
Oct 17, 2003	Blk # 1548
	02:19 PM

TODD L. HERSHEY, TREASURER

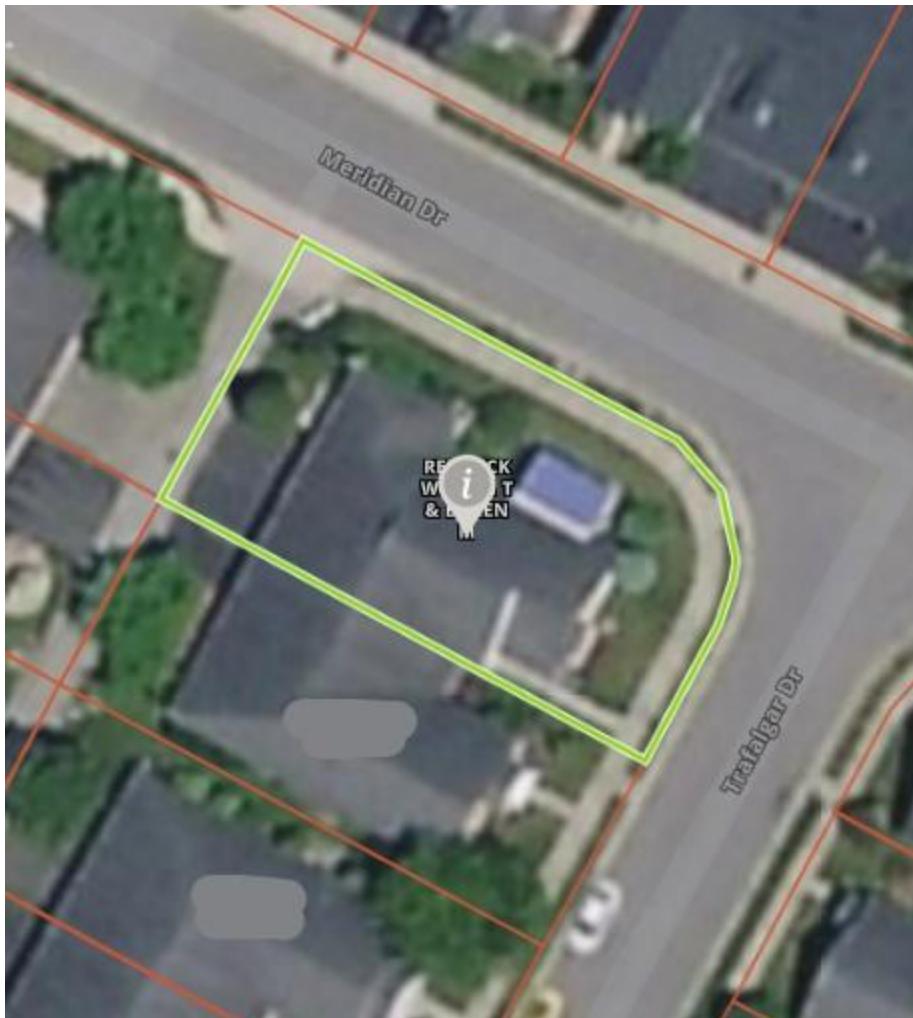
TAXES PAID October 9, 2003

mm



HURLEY
REAL ESTATE & AUCTIONS

AERIAL





OWNED BY: **Estate of Eileen Renwick**

LOCATED AT: **667 Trafalgar Dr, Hagerstown, MD 21742**

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 **2023-2024** 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** | **\$5,000** 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 **Mar. 8, 2024** 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. **2% Buyers premium will be added to final bid 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 **Washington, MD** 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 unotted 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. **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.



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.

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

Seller Amelia J Reynolds Date 11/20/23
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 _____



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
REAL ESTATE & AUCTIONS

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.



BRITTDI PERESCHUK
LOAN OFFICER
NMLS# 1400678

Revolution
MORTGAGE

C 717.660.0450
E bpereschuk@revolutionmortgage.com
W REVOLUTIONMORTGAGE.COM/BPERESCHUK

73110 Grove Rd, Suite 203
Frederick, MD 21704

NMLS#1686046
T2 Financial, LLC, D.B.A. Revolution Mortgage is an Equal Housing Opportunity Lender.



Patriot
FEDERAL CREDIT UNION

Amanda Fishel
Mortgage Officer
NMLS# 1028035
afishel@patriotfcu.org
(717) 709-2570
patriotfcu.org

P.O. Box 778, Chambersburg, PA 17201-0778



Tom Hales
Loan Officer

✉ (304) 433-1219
✉ tom.hales@spmc.com
✉ lendwithtom.com

Sierra Pacific
MORTGAGE

55 Meridian Parkway, Ste 101
Martinsburg, WV 25404

NAILS #1286
FDIC MEMBER FDIC
NMLS#2405444
NMLS#2405444



FOR THOSE WHO WORK IN *acres*, NOT HOURS

Your time is most valuable in the field. Let us provide you with reliable financial services so you can stay focused on doing what you love.

Give us a call to speak with a member of our team today.



FARM CREDIT

888.339.3334 | HorizonFC.com

NMLS# 452721

Community State Bank
ORBISONIA OFFICE

COMMUNITY STATE BANK FINANCES **LAND, FARMS, HOMES, CAMPS** and **INVESTMENT REAL ESTATE** IN A MULTI-COUNTY AREA

FDIC MEMBER FDIC

Call our Lenders for an appointment:

Rick Strait, NMLS# 649863	(814) 617-3013
Jordan Hurrell, NMLS# 2126111	(717) 250-9592
Dawn Snyder, NMLS# 770951	(814) 617-1519
Dan Nead, NMLS# 2127785	(814) 599-4449
Jessica Rosman, NMLS# 897779	(814) 617-3906
Chris Dunbar, NMLS# 1139494	(717) 250-3317



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



“An Attorney At Every Settlement”

Real Estate Settlement Services, Inc.

Clinton T. Barkdoll, Attorney/Title Agent
Susan E. Shetter, Title Agent

9 East Main Street
Waynesboro, PA 17268
Telephone 717-762-3374
Facsimile 717-762-3395
Email sue@kullalaw.com



Lesa Davis

Signature
SETTLEMENTS
TRI-STATE[®]

Licensed in MD, PA & WV
1185 Mount Aetna Road
Hagerstown, Maryland 21740
Phone: 301-797-0600 Fax: 301-797-3511
Cell: 301-471-4839
lesadavis@tristatesettlements.com



APLUS

SETTLEMENT SERVICES. INC.

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

✉ closings@partnerwithaplus.com
🌐 www.partnerwithaplus.com

Visit one of our 3 convenient locations:

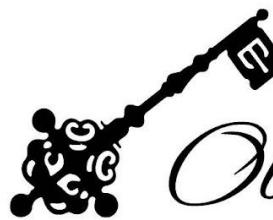
37 S. Main Street, Suite 101, Chambersburg, PA 17201 • 717.753.3620
201 S. 2nd Street, Suite 101, McConnellsburg, PA 17233 • 717.485.9244
17A W. Baltimore Street, Greencastle, PA 17225 • 717.593.9300



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



Olde Towne Title

It's not just a settlement — It's an experience!

Our mission is to provide outstanding and unparalleled service at a fair and reasonable price.

Olde Towne Title has created an experience that cannot be found anywhere else!

Olde Towne Title is conveniently located in Washington and Frederick Counties in order to serve our customers in Maryland and Pennsylvania. We are dedicated to providing service the Olde Fashioned Way. We are an owner-operated company, not a franchise office. Therefore, 100% of our time and attention is concentrated on you, the local community.

Where you have your settlement is your choice...

Choose a team of professionals who have your best interest at heart...

Choose Olde Towne Title.

Washington County | 1025 Mt. Aetna Rd. Hagerstown, MD 21740 | 301-739-1222 | hagerstown@ottrocks.com
Frederick County | 5900 Frederick Crossing La., Frederick, MD 21704 | 301-695-1880 | frederick@ottrocks.com



Sterling Settlement Services
Let our team of licensed title agents
assist you with your real estate settlements in
Maryland, Pennsylvania and West Virginia.
We provide professional services in a friendly atmosphere!

Office locations:

1800 Dual Highway, Suite 304, Hagerstown, MD 21740

500 Foxcroft Avenue, Suite B, Martinsburg, WV 25401

Satellite location available in Chambersburg, PA

Email: team@sterlingsettle.com
301-799-6767 or 304-901-5719 | www.sterlingsettle.com

Sterling... Where Our Name and Our Reputation Are The Same!



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