



# REAL ESTATE AUCTION



**403 S Main St, Mont Alto, PA 17237**

**All-brick rancher in Mont Alto! Come give this home your personal touch!  
3 Beds, 1 bath, with a partially finished basement! Hardwood floors  
extend through nearly the entire main floor!**

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**Auction Date: Thursday, March. 14, 2024 @ 3PM**  
**Open Houses: Saturday, March. 2, 2024, 3-4PM**  
**Saturday, March. 9, 2024, 3-4PM**



**HURLEY**  
REAL ESTATE & AUCTIONS

## 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
- Aerial
- Conditions of Public Sale
- Disclosures
- 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 March. 14, 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% 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, March 2, 2024, 3-4 PM and Saturday, March 9, 2024, 3-4PM

**General Information:** COME GIVE THIS HOME YOUR PERSONAL TOUCH! This all-brick home is in the Mont Alto Borough. The home features 3 bedrooms, 1 bathroom, living room w/ brick fireplace, eat-in kitchen, partially finished basement, and a carport! Hardwood floors extend through nearly the entire main floor! With tons of potential, this would make for a beautiful home or an income producing rental property. This property will be offered at auction on Thursday, March 14, 2024 @ 3:00PM.

**This home has the following features:**

- 3 Bedrooms:
  - Bedroom 1: 9x13
  - Bedroom 2: 10x10
  - Bedroom 3/ Dining room: 10x11
- Living room w/ fireplace: 11x19
- Eat in kitchen: 10x11
- Partially finished basement

**Year House Built:** 1958

**Acreage:** .3± Acres

**County:** Franklin

**Zoning/Land Use:** Please call Franklin County Planning Department at (717) 261-3855

**Taxes:** Approximately \$ 2,276 | **Tax ID:** 16-4A43.-011.-000000

**Utilities:** Water: Public Sewer: Public Heating: Hot Water Baseboard, Natural Gas Cooling: Central A/C

**School District:** Waynesboro Area School District

**Local Hospital:** Waynesboro Hospital





281-BT—Warranty Deed, Short Form, Act of 1963, Single Sheet.  
Henry Hall, Inc., Indiana, Pa.

# This Deed,

MADE THE 4th day of FEBRUARY in the year  
of our Lord one thousand nine hundred and seventy-seven (1977)

BETWEEN RAYMOND WEBSTER KITCHEN and LOIS F. KITCHEN, his wife, of the  
Borough of Mont Alto, Franklin County, Pennsylvania  
Grantor s,

and STEPHEN ELTON CARTER and JOYCE E. CARTER, his wife, of the  
Borough of Chambersburg, Franklin County, Pennsylvania,  
Grantee s,

WITNESSETH, that in consideration of THIRTY-ONE THOUSAND (\$31,000.00) DOLLARS  
Dollars,

in hand paid, the receipt whereof is hereby acknowledged, the said grantor s do hereby grant and  
convey to the said grantee s, their heirs and assigns,

ALL THAT CERTAIN tract of land with the improvements thereon erected, situate on  
the Southeastern side of Main Street, Borough of Mont Alto, Franklin County,  
Pennsylvania, and being more fully bounded and described according to a plan  
of survey by Carl D. Bert, Registered Surveyor, dated January, 1977 and bearing  
drawing No. F-MA-77-1, as follows, to wit:

BEGINNING at a railroad spike located on the Southeastern side of  
Main Street (PA #997), 30.00 feet wide, and a corner of land now  
or formerly of Owen P. Hoover; thence extending from said beginning  
spike and along the Southeastern side of Main Street, North 49  
degrees 00 minutes 00 seconds East, 80.00 feet to an existing iron  
pin at a corner of land now or formerly of United Telephone Company  
of Pennsylvania; thence extending along same, South 50 degrees 04  
minutes 50 seconds East, 99.91 feet to an existing iron pin at a  
corner of land now or formerly of Maxine Gossert; thence extending  
along same, the two following courses and distances; (1) South  
49 degrees 09 minutes 30 seconds West, 29.94 feet to an existing  
iron pin; (2) thence South 49 degrees 41 minutes 58 seconds  
East, 99.68 feet to an existing iron pin at a corner of land now  
or formerly of John A. Keishman; thence extending along same,  
South 45 degrees 34 minutes 29 seconds West, 46.81 feet to an  
existing corner of a fence post at a corner of land now or  
formerly of Owen P. Hoover, aforementioned; thence extending along  
same, the two following courses and distances; (1) North 51  
degrees 32 minutes 42 seconds West, 103.17 feet to an existing  
iron pin; (2) thence North 49 degrees 49 minutes 50 seconds West,  
99.66 feet to an existing railroad spike, the first mentioned  
spike and place of BEGINNING.

BEING known and numbered as #403 South Main Street, Mont Alto, Pennsylvania.

BEING the same premises which Russell A. Bender and Miriam S. Bender, his wife, by  
Indenture bearing date the 30th day of November, A.D., 1974 and recorded the 3rd  
day of December, A.D., 1974 in the Recorder of Deeds Office in and for the County of  
Franklin, Chambersburg, Pennsylvania, in Deed Book 707, page 663, granted and  
conveyed unto Raymond Webster Kitchen and Lois F. Kitchen, his wife, the Grantors  
herein.

AND the said grantor hereby covenant and agree that they and each of them will warrant  
generally the property hereby conveyed.



IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered  
in the presence of

*[Signature]*

*Raymond Webster Kitchen*  
RAYMOND WEBSTER KITCHEN  
*Lois F. Kitchen*  
LOIS F. KITCHEN



State of Pennsylvania

County of Franklin

On this, the 4th day of February, 1977, before me,

the undersigned officer, personally appeared Raymond Webster Kitchen and Lois F. Kitchen, his wife,

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the said instrument, and acknowledged that they executed same for the purposes therein contained.

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

*[Signature]*  
MEE. NOV. 31  
NOTARY PUBLIC Title of *[illegible]*

I do hereby certify that the precise residence and complete post office address of the within named grantee is 403 South Main Street, Mount Airy E. 17237

Feb 4 1977

*[Signature]*  
Attorney for *[illegible]*  
ABSTRACT LAND ASSOCIATES, INC.

7945  
310.00  
310.00

**Deed**

RAYMOND WEBSTER KITCHEN and  
LOIS F. KITCHEN, his wife  
Grantors

A N D

STEPHEN ELTON CARTER and  
JOYCE E. CARTER, his wife  
Grantees.

**WARRANTY**

REALTHY *Wilmington* School District  
Borough  
Superior *105.00 Each*  
Amount of Tax Received *105.00 Each*  
Tax on Tools Regulation  
*Sharon A. Hartman, Collector*

ENTERED ON RECORD

FEB 4 - 1977

GIDEON I. HARTMAN  
Recorder for Franklin Co.  
TIME.....

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
REALTY TRANSFER FEB-477 TAX  
219000

COMMONWEALTH OF PENNSYLVANIA  
County of Franklin



RECORDED on this 4th day of February  
19 77 in the Recorder's office of the said County, in Deed Book  
439 page 59

*[Signature]*  
Recorder.



**HURLEY**  
REAL ESTATE & AUCTIONS

**AERIAL**







OWNED BY: **Joyce E. Carter Estate**

LOCATED AT: **403 S Main St, Mont Alto, PA 17237**

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 April 29, 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 Franklin 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; 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.





**SELLER'S PROPERTY DISCLOSURE STATEMENT**

**SPD**

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

1 **PROPERTY** 403 S. Main St, Mont Alto, PA 17257  
2 **SELLER** Joyce E. Lutz Esq.

**3 INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW**

4 The Real Estate Seller Disclosure Law (68 P.S. §7301, et seq.) requires that before an agreement of sale is signed, the seller in a residential  
5 real estate transfer must disclose all known **material defects** about the property being sold that are not readily observable. A **material defect**  
6 is a problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or  
7 that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is at or beyond the end  
8 of its normal useful life is not by itself a material defect.

9 This property disclosure statement ("Statement") includes disclosures beyond the basic requirements of the Law and is designed to assist  
10 Seller in complying with disclosure requirements and to assist Buyer in evaluating the property being considered. Sellers who wish to see  
11 or use the basic disclosure form can find the form on the website of the Pennsylvania State Real Estate Commission. Neither this Statement  
12 nor the basic disclosure form limits Seller's obligation to disclose a material defect.

13 This Statement discloses Seller's knowledge of the condition of the Property as of the date signed by Seller and is **not a substitute for any**  
14 **inspections or warranties** that Buyer may wish to obtain. **This Statement is not a warranty of any kind by Seller or a warranty or rep-**  
15 **resentation by any listing real estate broker, any selling real estate broker, or their licensees.** Buyer is encouraged to address concerns  
16 about the condition of the Property that may not be included in this Statement.

17 **The Law provides exceptions (listed below) where a property disclosure statement does not have to be completed. All other sellers**  
18 **are obligated to complete a property disclosure statement, even if they do not occupy or have never occupied the Property.**

- 19 1. Transfers by a fiduciary during the administration of a decedent estate, guardianship, conservatorship or trust.
- 20 2. Transfers as a result of a court order.
- 21 3. Transfers to a mortgage lender that results from a buyer's default and subsequent foreclosure sales that result from default.
- 22 4. Transfers from a co-owner to one or more other co-owners.
- 23 5. Transfers made to a spouse or direct descendant.
- 24 6. Transfers between spouses as a result of divorce, legal separation or property settlement.
- 25 7. Transfers by a corporation, partnership or other association to its shareholders, partners or other equity owners as part of a plan of
- 26 liquidation.
- 27 8. Transfers of a property to be demolished or converted to non-residential use.
- 28 9. Transfers of unimproved real property.
- 29 10. Transfers of new construction that has never been occupied and:
  - 30 a. The buyer has received a one-year warranty covering the construction;
  - 31 b. The building has been inspected for compliance with the applicable building code or, if none, a nationally recognized model
  - 32 building code; and
  - 33 c. A certificate of occupancy or a certificate of code compliance has been issued for the dwelling.

**COMMON LAW DUTY TO DISCLOSE**

34 Although the provisions of the Real Estate Seller Disclosure Law exclude some transfers from the requirement of completing a disclo-  
35 sure statement, the Law does not excuse the seller's common law duty to disclose any known material defect(s) of the Property in order  
36 to avoid fraud, misrepresentation or deceit in the transaction. **This duty continues until the date of settlement.**

**EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK**

38 According to the provisions of the Real Estate Seller Disclosure Law, the undersigned executor, administrator or trustee is not required  
39 to fill out a Seller's Property Disclosure Statement. **The executor, administrator or trustee, must, however, disclose any known**  
40 **material defect(s) of the Property.**

Michael W. Cook DATE 1-4-24

43 Seller's Initials   /   Date   /  /   SPD Page 1 of 11 Buyer's Initials   /   Date   /  /  







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Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

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3. Are you aware of any reason, including a defect in title or contractual obligation such as an option or right of first refusal, that would prevent you from giving a warranty deed or conveying title to the Property?

	Yes	No	Unk	N/A
A3				
B1				
B2				
B3				
C1				
C2				
D1		✓		

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(B) Financial

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1. Are you aware of any public improvement, condominium or homeowner association assessments against the Property that remain unpaid or of any violations of zoning, housing, building, safety or fire ordinances or other use restriction ordinances that remain uncorrected?

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2. Are you aware of any mortgages, judgments, encumbrances, liens, overdue payments on a support obligation, or other debts against this Property or Seller that cannot be satisfied by the proceeds of this sale?

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3. Are you aware of any insurance claims filed relating to the Property during your ownership?

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(C) Legal

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1. Are you aware of any violations of federal, state, or local laws or regulations relating to this Property?

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2. Are you aware of any existing or threatened legal action affecting the Property?

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(D) Additional Material Defects

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1. Are you aware of any material defects to the Property, dwelling, or fixtures which are not disclosed elsewhere on this form?

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*Note to Buyer: A material defect is a problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is at or beyond the end of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.*

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2. After completing this form, if Seller becomes aware of additional information about the Property, including through inspection reports from a buyer, the Seller must update the Seller's Property Disclosure Statement and/or attach the inspection report(s). These inspection reports are for informational purposes only.

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Explain any "yes" answers in Section 22: \_\_\_\_\_

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23. ATTACHMENTS

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(A) The following are part of this Disclosure if checked:

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Seller's Property Disclosure Statement Addendum (PAR Form SDA)

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The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete to the best of Seller's knowledge. Seller hereby authorizes the Listing Broker to provide this information to prospective buyers of the property and to other real estate licensees. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS STATEMENT. If any information supplied on this form becomes inaccurate following completion of this form, Seller shall notify Buyer in writing.

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SELLER Michael M. Canty DATE 1-4-20

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

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RECEIPT AND ACKNOWLEDGEMENT BY BUYER

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The undersigned Buyer acknowledges receipt of this Statement. Buyer acknowledges that this Statement is not a warranty and that, unless stated otherwise in the sales contract, Buyer is purchasing this property in its present condition. It is Buyer's responsibility to satisfy himself or herself as to the condition of the property. Buyer may request that the property be inspected, at Buyer's expense and by qualified professionals, to determine the condition of the structure or its components.

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BUYER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_



**RESIDENTIAL LEAD-BASED PAINT HAZARDS DISCLOSURE FORM**

LPD

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR)

**THIS FORM MUST BE COMPLETED FOR ANY PROPERTY BUILT PRIOR TO 1978**

1 **PROPERTY** 403 S. Main St. Mont Alto, PA 17237

2 **SELLER** Joyce E. Litch Ertok

3 **LEAD WARNING STATEMENT**

4 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such

5 property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead

6 poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient,

7 behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest

8 in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or

9 inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for

10 possible lead-based paint hazards is recommended prior to purchase.

11 **SELLER'S DISCLOSURE**

12  Seller has no knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property.

13  Seller has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property. (Provide the

14 basis for determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces, and other

15 available information concerning Seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards.)

16

17 **SELLER'S RECORDS/REPORTS**

18  Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in or about the Property.

19  Seller has provided Buyer with all available records and reports regarding lead-based paint and/or lead-based paint hazards in

20 or about the Property. (List documents): \_\_\_\_\_

21

22 Seller certifies that to the best of Seller's knowledge the above statements are true and accurate.

23 **SELLER** Michael V. Cardo **DATE** 1/4/24

24 **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_

25 **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_

26 **BUYER**

27 **DATE OF AGREEMENT** \_\_\_\_\_

28 **BUYER'S ACKNOWLEDGMENT**

29  Buyer has received the pamphlet *Protect Your Family from Lead in Your Home* and has read the Lead Warning Statement.

30  Buyer has reviewed Seller's disclosure of known lead-based paint and/or lead-based paint hazards and has received the records

31 and reports regarding lead-based paint and/or lead-based paint hazards identified above.

32 Buyer has (initial one):

33  received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of

34 lead-based paint and/or lead-based paint hazards; or

35  waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based

36 paint hazards.

37 Buyer certifies that to the best of Buyer's knowledge the statements contained in Buyer's acknowledgement are true and accurate.

38 **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_

39 **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_

40 **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_

41 **AGENT ACKNOWLEDGEMENT AND CERTIFICATION**

42 KM Agent/Licensee represents that Agent has informed Seller of Seller's obligations under the Residential Lead-Based-Paint

43 Hazard Reduction Act, 42 U.S.C. §4852(d), and is aware of Agent's responsibility to ensure compliance.

44 The following have reviewed the information above and certify that the Agent statements are true to the best of their knowledge and belief.

45 Seller Agent and Buyer Agent must both sign this form.

46 **BROKER FOR SELLER (Company Name)** Hurley Real Estate & Auctions

47 **LICENSEE** Paul J. [Signature] **DATE** 1/4/24

48 **BROKER FOR BUYER (Company Name)** \_\_\_\_\_

49 **LICENSEE** \_\_\_\_\_ **DATE** \_\_\_\_\_



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10/16





***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 #





***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.



**BRITJNI 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.




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

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



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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  
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**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**



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

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.



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