

REAL ESTATE AUCTION



22 Swimley Rd, Berryville, VA 22611

Incredible 33.16± acre farm in the countryside of Berryville, VA!

This beautiful farm features a 3 bedroom farm house,
large bank barn, fenced pastures, out buildings, and more!

Auction Date: Friday, May 3, 2024 @ 3PM

Open Houses: Tuesday, April 23, 2024, 2-4PM

Saturday, April 27, 2024, 10AM-12PM



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
Additional Photos
Aerial
Conditions of Public Sale
Disclosures
How to Buy Real Estate at Auction
Methods of Payment
Financing Available
Settlement Companies

Working in cooperation with Nicholls Auction marketing Group, Scott Cleveland Broker of Re Max Supercenter, John Nicholls Agent

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 May 3, 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.



GENERAL INFORMATION

Terms: \$10,000 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.

General Information: This 33.16± acre farm in Berryville, VA, is a stunning property boasting a colonial-style home and a range of amenities. The home itself offers three bedrooms, two full bathrooms, a kitchen, a living room, a laundry room, and a basement, with hardwood floors extending throughout most of the interior. A wrap-around porch provides breathtaking views of the surrounding landscape. Additionally, the farm features a variety of buildings, including a recently renovated 44x73 bank barn with a new tin roof as well as a 15x40 overhang, complete with a spacious loafing area under the barn and a fenced barnyard. Other outbuildings on the property include a 10x17 storage building, a 14x14 chicken house, 22x35 storage building w/ 9x36 overhang, 22x35 storage building, 9x10 storage shed, and more! With fenced pastures and over 10 water hydrants scattered across the farm for easy access to water, it offers excellent opportunities for farming, raising livestock, country living, or your own private oasis. The farm is truly a unique and desirable property for those seeking a property in the beautiful Virginia countryside. A small family cemetery is present on the farm. There is an access easement through this property to access another property. Description of that easement is included in this packet. For specific questions regarding dwelling unit rights please Clarke County planning and zoning (540) 955-5132. This property will be offered at auction on Friday, May 3, 2024 @ 3:00PM.

This property has the following features:

3 bedrooms

Bedroom 1: 12x19 Bedroom 2: 14x15 Bedroom 3: 15x15 Living Room: 15x24

Kitchen: 13x16

• Laundry 8x9

Bank Barn: 44x73 w/ 15x40 overhang

Under Bank Barn: 37x73

Trailer Shed: 22x35

Modular storage buildings (2): 22x35

Other Outbuildings

• Barn yard, (The head chute, and round pen are

NOT included in the sale)

Year House Built: 1910 Acreage: 33.16± Acres

County: Clarke

Zoning/Land Use: Please call Clarke County Planning-Zoning (540) 955-5132

Taxes: Approximately \$2,822 | **Tax ID:** 3-10--3

Utilities: Water: Well Sewer: Septic Heating: Forced Air-Oil Cooling: N/A

School District: Clarke County School District

Local Hospital: Winchester Hospital

04-486

BOOK 399 PAGE 231

THIS DEED OF GIFT made and entered into this () () day of February, 2004 by and between JOHN W. RUTHERFORD,
Grantor, party of the first part, and JOHN W. RUTHERFORD and MARY L. RUTHERFORD, husband and wife, Grantees, parties of the second part;

WITNESSETH:

That for and in consideration of the sum of One (\$1.00) Dollars, cash in hand, the receipt of which is hereby acknowledged by the party of the first part, the said party of the first part does hereby give, grant, and convey, with Special Warranty of Title, except as hereinafter set forth, unto the said John W. Rutherford and Mary L. Rutherford, husband and wife, parties of the second part, as tenants by the entireties with right of survivorship as at common law, the following described real estate, to-wit:

All that certain lot or parcel of land, together with the improvements thereon and the appurtenances thereunto belonging, lying and being situate in Longmarsh Magisterial District, Clarke County, Virginia designated as Lot 3A, containing 37.156 acres as shown on plat of survey of Michael M. Artz, C.L.S., dated February 2, 1998 of record in the Clerk's Office of the Circuit Court of Clarke County, Virginia in Deed Book 292 at Pages 691 to 695.

And being the same property conveyed to John W. Rutherford by deed of gift dated October 23, 2002 from E. Scott Smalley, Trustee Of The Hilda M. Rutherford Trust Agreement dated July 31, 1990 of record in the aforesaid Clerk's Office in Deed Book 360 at Page 450.

The aforesaid conveyance is expressly subject to any and all easements, rights of way, and restrictions of record, if any, affecting said property.

WITNESS the following signature and seal this the day and year first above written.

Section 36.1-811

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BOOK 399 PAGE 232

STATE OF VIRGINIA; AT LARGE, to-wit:	
The foregoing instrument was acknowle me, in the aforesaid jurisdiction, this, 2004 by JOHN W. RUTHERFORD.	dged before day of
My commission expires الدادا	
	20



EASEMENT

13-788

BOCK 561 PAGE 986

THIS DEED OF GIFT, made this Observed day of April, 2013, by and between JOHN W. RUTHERFORD and MARY L. RUTHERFORD, husband and wife, parties of the first part, Grantors; and JOHN W. RUTHERFORD, II and MELISSA N. RUTHERFORD, husband and wife, parties of the second part, Grantees.

WITNESSETH:

That for and in consideration of the premises, and not for monetary consideration, the parties of the first part do hereby grant and convey unto the parties of the second part as Tenants by the Entirety with the common law right of survivorship with General Warranty and English Covenants of Title, the following described real estate, to-wit:

All that certain lot or parcel of land located a short distance north of Virginia Route No. 761 (Old Charles Town Road) in Longmarsh Magisterial District, Clarke County, Virginia, known and designated as Lot 3D, containing 3.999 acres, on the plat of Minor Rural Subdivision of Land of John W. and Mary L. Rutherford, prepared by Gary R. Oates, Land Surveyor, dated March 15, 2013, which plat is attached hereto and incorporated herein by this reference.

TOGETHER WITH an exclusive easement or right of way for purposes of ingress, egress and utilities to and from Virginia Route No. 761 and the herein-conveyed property, shown as "PR. 30' Access Esmt" on the aforesaid Oates plat.

AND BEING a portion of the same property conveyed to John W. Rutherford and Mary L. Rutherford, husband and wife, by Deed of Gift from John W. Rutherford dated February 6, 2004 and recorded February 11, 2004 in Deed Book 399 at Page 231 in the aforesaid Clerk's Office.

The 30' private access easement shown on the attached plat has been created for the exclusive use of the parties of the second part, their heirs, successors and assigns, who shall be solely responsible for the construction and maintenance of any roadway within the easement area.

This conveyance is made subject to conditions, valid restrictions and rights of way of record.

WITNESS the following signatures:

STATE OF VIRGINIA

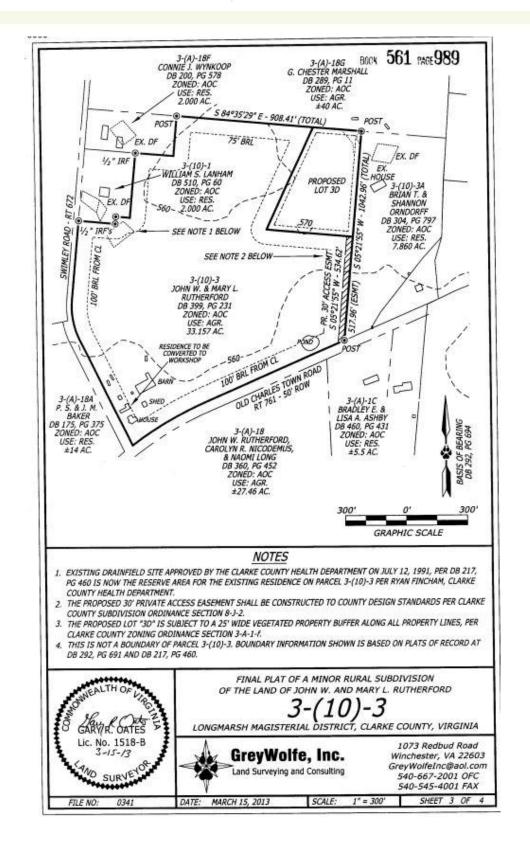
COUNTY OF CLARKE, to-wit:

The foregoing DEED OF GIFT was acknowledged before me this 10th day of April, 2013, by JOHN W. RUTHERFORD and MARY L. RUTHERFORD, husband and wife.

Notary Jublic



EASEMENT





ADDITIONAL PHOTOS











AERIAL





CONDITIONS of PUBLIC SALE

OWN	ED BY:	Mary Long Rutherford
LOCA	TED AT:	22 Swimley Rd, Berryville, VA 22611
		<u>Sidder</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 sequent date. The Auctioneer has the sole discretion of setting bidding increments. If any disputes arise to any bid, the Auctioneer reserves the ause the property to be immediately put up for sale again.
2.		ate 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

Buyer shall be responsible for any additional transfer taxes imposed.

4. Terms | \$10,000 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 _____July 2, 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. Buyers Premium of ____2 % plus the bid price shall establish purchase price.

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

- 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 ______ 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. <u>Lead-Based Paint</u> | 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>Environmental Contamination</u> | Seller is not aware of any environmental contamination on the land.
 - D. <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.
 - E. <u>Fixtures and Personal Property</u> | 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. <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 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. <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 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



DISCLOSURES



Virginia Real Estate Board

RESIDENTIAL PROPERTY DISCLOSURE STATEMENT ACKNOWLEDGEMENT BY SELLER AND PURCHASER

The Virginia Residential Property Disclosure Act (§ 55-517 et seq. of the Code of Virginia) requires the owner of certain residential real property—whenever the property is to be sold or leased with an option to buy—to provide notification to the purchaser of any disclosures required by the Act and to refer the purchaser to the Real Estate Board website referenced below for additional information.

PROPERTY ADDRESS/ LEGAL DESCRIPTION:	22 Swimley of Bernally 110 22/11
ELANC DECOMIN TION,	22 Swimley 11. Berryville, VA 22611
The purchaser is advised to webpage (http://www.dpor.v	consult the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT
important information abou decision to purchase the real	t disclosures required by law that may affect the buyer's
Property Disclosure Act (§ 5	ides notification as required under the Virginia Residential 5-517 et seq. of the <i>Code of Virginia</i>) and, if represented by a ed in § 55-523, further acknowledges having been informed of der the Act.
Owner	Owner
4-3-2024	
Date	Date
The nurchaser(s) hereby	acknowledges receipt of notification of disclosures as Residential Property Disclosure Act (§ 55-517 et seq. of the
required under the Virginia Code of Virginia). In addition, (ii) not represented by a real § 55-523, the purchaser fur	if the purchaser is (i) represented by a real estate licensee or estate licensee but the owner is so represented as provided in
required under the Virginia Code of Virginia). In addition, (ii) not represented by a real § 55-523, the purchaser fur obligations under the Act.	if the purchaser is (i) represented by a real estate licensee or estate licensee but the owner is so represented as provided in
required under the Virginia Code of Virginia). In addition, (ii) not represented by a real	if the purchaser is (i) represented by a real estate licensee or estate licensee but the owner is so represented as provided in ther acknowledges having been informed of the rights and



DISCLOSURES

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

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Purchaser's Acki	nowledgment (Initial)						
/	(c) Purchaser has rec	ceived and had a	n opportunity	to review	conies of	all informat	tion listed shows
	(d) Purchaser has red	seived the pample	nlet Protect Yo	our Family	From Le	ad in Your	Home.
	(e) Purchaser has (ch Received a 10-da inspection for the Waived the oppor paint and/or lead-l	neck one below); by opportunity (or presence of lead tunity to conduct	mutually agr -based paint of a risk assess	eed upon	period) to	o conduct a	risk assessment or
Sales Associates	Acknowledgments (in	Company of the contract of the	200.00				
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Hurley Real Estate & Auctions | (717) 597-9100 | hurleyauctions.com

Phone: (540)775-5661



HOW TO BUY

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 #



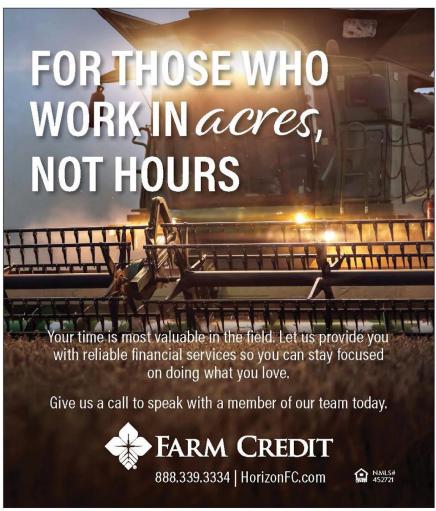
FINANCING

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 prequalify 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



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

- 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 info@keystonesettlements.net

717-446-0739 717-446-0791 fax

Visit our website at www.keystonesettlements.net



SETTLEMENTS



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 Town 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



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 21740500 Foxcroft Avenue, Suite B, Martinsburg, WV 25401Satellite 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!



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.











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