

HURLEY

REAL ESTATE & AUCTIONS



This is an approximate representation of the boundaries and is not intended to be an official or exact document.

Lots 15, 16, 17, 19, & 20
Buchanan Drive,
Mercersburg, PA 17236

Multi Parcel Auction!

Buy one lot, buy a combination of lots, or buy it all!

Lot 15: 13,608 sq ft (.312± acres)
Lot 16: 13,619 sq ft (.312± acres)
Lot 17: 13,630 sq ft (.313± acres)
Lot 19: 13,977 sq ft (.321± acres)
Lot 20: 14,032 sq ft (.322± acres)

Auction Date: Thursday, April 3, 2025 @ 3pm

Open House: Thursday, March 27, 2025, 5-6pm



Dear Prospective Buyer,

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

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

If you have any questions after reviewing this report, please don't hesitate to call any time. We are looking forward to seeing you at the auction on April 3rd, 2025.

Sincerely,
The Hurley Team

DISCLAIMER & ABSENCE OF WARRANTIES | *All information contained in this brochure & all related materials are subject to the terms & conditions outlined in the purchase agreement. Information contained in advertisements, information packet, estimated acreages, and marked boundaries are based upon the best information available to Hurley Real Estate and Auctions at the time of preparation & may not depict exact information on the property. **Each potential buyer is responsible for conducting his/her own independent inspection, investigations, and inquiries concerning the real estate. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors or omissions is assumed by seller or Hurley Real Estate and Auctions.***



Terms: \$10,000 in certified funds day of auction, or if sold separately \$2,000 per lot. (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:

Five prime building lots on Buchanan Drive in Mercersburg, PA. Lots can be purchased individually or in combinations. These lots are located in Peters Township, although public water and sewer utilities are serviced by the Borough of Mercersburg. All 5 lots range in size from .31± to .32± acres. This property will be offered as a multi-parcel auction meaning multiple lots will be offered. Buyers may come and purchase the individual lots, combinations of lots, or all 5 lots as a whole. The tax information provided is for all 5 lots together. Taxes will be reassessed if lots are sold separately.

This property has the following features:

Acreage:

- Lots 15, 16, & 17: .31± acres each
- Lots 19, & 20: .32± acres each

County: Franklin

Zoning/Land Use: Please call Peters Township
(717) 328-3241

Taxes: Approximately \$2,074 (for all 5 lots)

Tax ID: 18-0K21P-051.-000000

Utilities:

- Public Water Available (\$5,428.92 tap fee)
- Public Sewer Available (\$4,801.19 tap fee)
- Natural Gas Available

School District: Tuscarora

Local Hospital: Wellspan Chambersburg



File No. 4503PA

THIS INDENTURE, Made the **23rd** day of **June**, **2016**,

Between **PHILLIP HAMILTON DORSEY, the sole surviving director/trustee of Dorsey Builders, Inc.,** (hereinafter called the Grantors), of the one part, and **JTM LLC, a Maryland Limited Liability Company,** (hereinafter called the Grantee), of other part,

Witnesseth, That the said Grantors for and in consideration of the sum of **Sixty-Two Thousand and 00/100 (\$62,000.00)** Dollars, lawful money of the United States of America, unto him/her well and truly paid by the said Grantee at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, conveyed, released and confirmed, and by these presents do grant, bargain, sell, alien, convey, release and confirm unto the said Grantee, its successors and assigns,

All those certain lots or pieces of ground situate in the Township of Peters, being Lot Nos. 15, 16, 17, 19, and 20 in the Findlay Park Development Phase I, recorded in the Recorder's Office of Franklin County, Pennsylvania in Plan Book 288I page 821.

Tax ID / Parcel No. #21-OK21P-051-000000
(Original parent UPI #18-OK21P-043.-000000 part of)

Being part of the same premises which Findlay Park, LLLP by Deed dated June 7, 2004 and recorded June 8, 2004 in Franklin County in Record Book 2477 Page 384 conveyed unto Dorsey Builders, Inc., a Maryland Corporation, in fee.

WHEREAS, the charter of Dorsey Builders, Inc., filed with the State of Maryland Department of Assessment and Taxation on January 16, 1992, was forfeited on October 03, 2014, thereby vesting title to the hereinafter described property in the surviving director/trustee; and

WHEREAS, by virtue of Section 3-515(b) of the Corporations and Associations Article of the Annotated Code of Maryland, the director/trustee of a forfeited corporation is vested in the capacity as trustee with full title to all the assets of the corporation; and

WHEREAS, the hereinafter described property is among the final remaining assets of the corporation (all assets being real property intended to be conveyed); and

WHEREAS, Phillip Hamilton Dorsey holds all of the authorized, issued and outstanding capital stock of the corporation; and

WHEREAS, Phillip Hamilton Dorsey, as the sole shareholder of the corporation, is entitled to distribution of the remaining corporate assets.

Together with all and singular the buildings and Improvements, Ways, Streets, Alleys, Passages, Waters, Water-courses, Rights, Liberties, Privileges, Hereditaments and Appurtenances, whatsoever thereunto belonging, or in any wise appertaining, and the Reversions and Remainders, Rents, Issues and Profits thereof, and all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of it the said Grantor, its successors and assigns, in law as in equity, or otherwise howsoever, of, in, and to the same and every part thereof.

To have and to hold the said buildings and improvements thereon erected on the lot or piece of ground above described, Hereditaments and Premises hereby granted, or mentioned and intended so to be, with



To have and to hold the said buildings and improvements thereon erected on the lot or piece of ground above described, Hereditaments and Premises hereby granted, or mentioned and intended so to be, with the Appurtenances, Grantee, its successors unto the said Grantee, its Successors and Assigns, to and for the only proper use and benefit of the said Grantee, its successors and Assigns forever.

And the said Grantor, as the sole surviving director/trustee of Dorsey Builders, Inc. does by these presents covenant, grant and agree, to and with the said Grantee, its successors and Assigns, that it the said Grantor, its successors, all and singular the Hereditaments and Premises herein above described and granted, or mentioned and intended so to be, with the Appurtenances, unto the said Grantee, its successors and Assigns, against it the said Grantor, his heirs and assigns and against all and every Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, its successors or any of them, shall and will WARRANT and forever DEFEND.

In Witness Whereof, the said **PHILLIP HAMILTON DORSEY**, the sole surviving director/trustee of Dorsey Builders, Inc., has hereunto affixed his hand and seal, dated the day and year first above written.

SEALED AND DELIVERED In the Presence of:

Witness:

Jeanne A. Koontz
As to Grantor
JEANNE A. KOONTZ

Phillip Hamilton Dorsey (SEAL)
PHILLIP HAMILTON DORSEY, the sole surviving director/trustee of Dorsey Builders, Inc.,

STATE OF MARYLAND
Carroll County, TO WIT;

On this the **23rd** day of **June**, **2016**, before me, the undersigned officer, personally appeared **PHILLIP HAMILTON DORSEY**, who acknowledged himself to be the sole surviving director/trustee of Dorsey Builders, Inc., a corporation and that (s)he as such sole surviving director/trustee of Dorsey Builders, Inc., being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing himself (herself) as the sole surviving director/trustee of Dorsey Builders, Inc.,

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

Jeanne A. Koontz
NOTARY PUBLIC
My Commission Expires: 9-11-2017
JEANNE A. KOONTZ

Jeanne A. Koontz - NOTARY PUBLIC
STATE OF MARYLAND
CARROLL COUNTY
My Commission Expires:

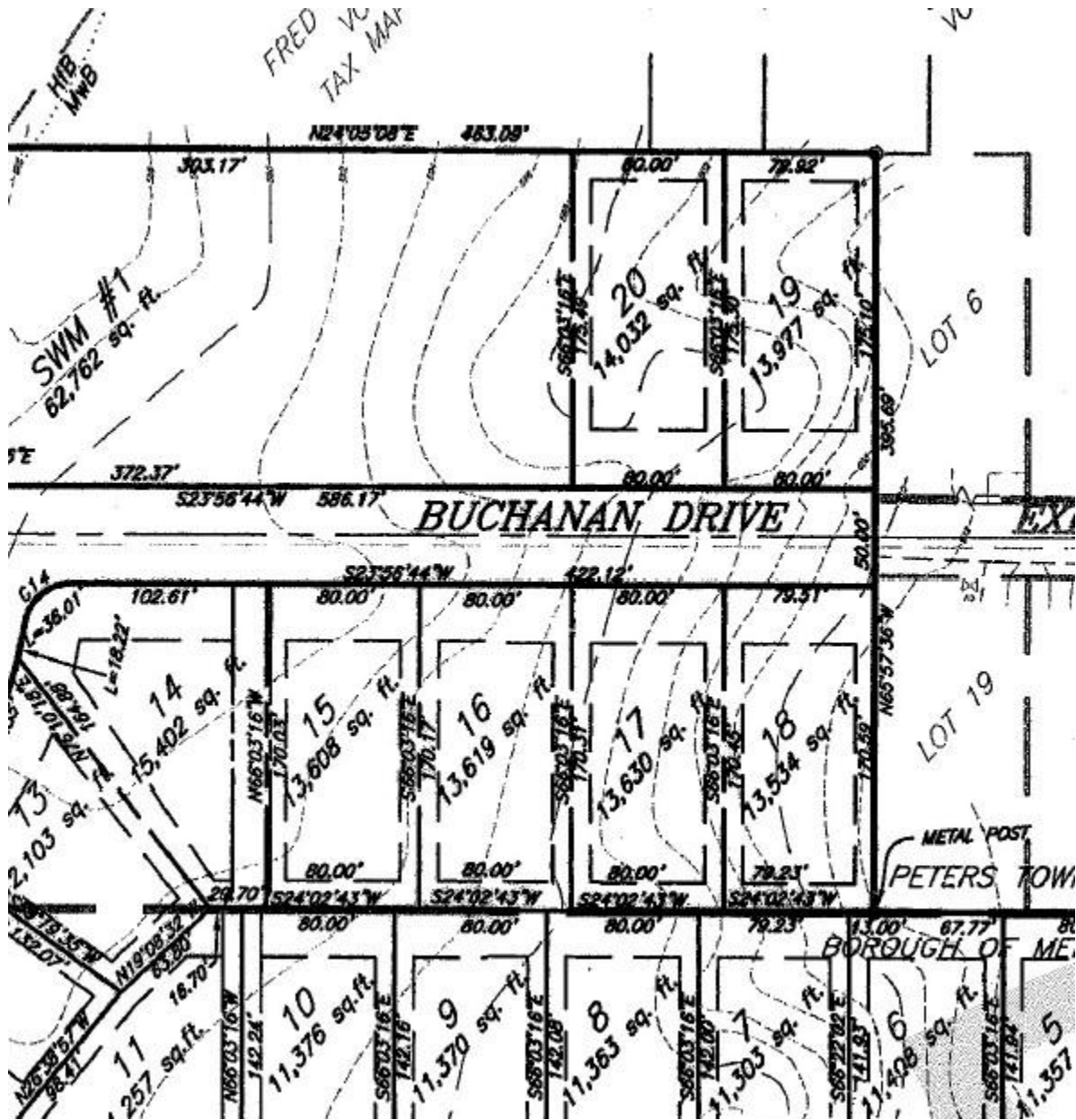


I do hereby certify that the precise residence and complete post office address of the within named Grantee is 9710 TRAVILLA GATEWAY DR, #133, ROCKVILLE, MD 20850

Jeanne A. Koontz
Agent for Grantees

Jeanne A. Koontz

~~SCHEDULE A~~ NONE (JAR)



FULL SUBDIVISION PLAT AVAILABLE UPON REQUEST





OWNED BY: **JTM LLC**

LOCATED AT: **Lots 15, 16, 17, 19, & 20 Buchanan Drive, Mercersburg, PA 17236**

1. **Highest Bidder** | The highest and best bidder shall be the Buyer. The Seller, however, reserves the right to reject any and all bids and to adjourn the sale to a subsequent date. The Auctioneer has the sole discretion of setting bidding increments. If any disputes arise to any bid, the Auctioneer reserves the right to cause the property to be immediately put up for sale again.
2. **Real Estate Taxes/Utilities** | All real estate taxes and utilities shall be pro-rated between the Buyer and Seller to the date of settlement on a fiscal year basis. All real estate taxes for prior years have or will be paid by the Seller.
3. **Transfer Taxes** | Seller shall pay 1/2 of the realty transfer tax and Buyer shall pay 1/2 of the realty transfer tax, provided, however that the Buyer shall be responsible for any additional transfer taxes imposed.
4. **Terms** | \$10,000 in certified funds day of auction, or if sold separately \$2,000 per tract, 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 May 16, 2025 when a special warranty deed will be delivered and actual possession will be given to Buyer. The Buyer shall also sign this agreement and comply with these terms of sale. Buyers Premium of 2 % plus the bid price shall establish purchase price.
5. **Forfeiture** | The time for settlement shall be of the essence. If the Buyer fails to comply with these terms of sale, Seller shall have the option of retaining all deposit monies or other sums paid by Buyer on account of the purchase price as Seller shall elect: (a) as liquidated damages, in which event Buyer and Seller shall be released from further liability or obligation and this agreement shall be null and void, or (b) on account of the purchase price, or as monies to be applied to Seller's damages as Seller may elect.
6. **Marketable Title** | A good and marketable title will be given free and clear of all liens and encumbrances. The real estate is being sold subject to restrictions and rights-of-way of record in the 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. **Environmental Contamination** | Seller is not aware of any environmental contamination on the land.
 - D. **Home Inspection** | Buyer has inspected the property. Buyer understands the importance of getting an independent home inspection and has thought about this before bidding upon the property and signing this agreement.
 - E. **Fixtures and Personal Property** | Included in the sale and purchase price are all existing items permanently attached to the property, including but not limited to plumbing, heating, lighting fixtures (including, if present upon the property, chandeliers and ceiling fans; water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; shrubbery, plantings and unpotted trees; any remaining heating and cooking fuels stored on the property at the time of settlement; wall to wall carpeting; window covering hardware, shades, blinds; built-in air conditioners; built-in appliances; and the range/oven unless otherwise stated). No warranty is given to Buyer as to the working/functional condition of fixtures and/or personal property. All personal property will be removed at Seller's discretion, if items are not removed they become the responsibility of the Buyer.
 - F. **Ventilation/Mold** | The Seller makes no representations or warranties with regard to mold or the absence of mold, adequate or inadequate air exchange or ventilation, or any other matters of home construction wherein mold may be present in the real estate.
 - G. **"AS IS"** | The property is being sold "AS IS" at the time of sale and at the time of the settlement. The Fiduciary/Seller herein makes no representations or warranties as to the condition of the real estate. The Purchaser accepts the property "AS IS". The purchaser waives any claims for any liability imposed through any environmental actions. This agreement shall survive closing. A Seller's disclosure has been made available to Buyer prior to the public auction and shall be exchanged by Buyer and Seller upon the signing of this agreement. If the Seller is an estate, the personal representative(s) will not deliver a disclosure to Buyer inasmuch as they are not required by law.
9. **Financing** | Buyer is responsible for obtaining financing, if any, and this contract is in no way contingent upon the availability of financing. The Seller will not pay points, settlement costs, or otherwise render financial assistance to the Buyer in this regard.
10. **Dispute Over Handmonies** | In the event of a dispute over entitlement of handmoney deposits, the agent holding the deposit may either retain the monies in escrow until the dispute is resolved or, if possible, pay the monies into the County Court to be held until the dispute is resolved. In the event of litigation for the return of deposit monies, the agent holding handmoney shall distribute the monies as directed by a final order of the court or a written agreement of the parties. Buyer and Seller agrees that, in the event any agent is joined in the litigation for the return of deposit monies, attorneys fees and costs of the agent will be paid by the party joining the agent.
11. This agreement shall survive closing.
12. This agreement may be signed and transmitted by email.
13. Buyer and Seller agrees that Hurley Auctions and Hurley Real Estate and Auctions may collaborate on any aspect of this contract. The scope of collaboration shall include but is not limited to the negotiation, advertising, execution, sharing of resources, sharing of fees, and performance of any aspect whatsoever of the contract.



Buying Real Estate at auction is easy and fun. We are dedicated to providing the best possible experience for our buyers.

- Do your homework! Inspect the property and review the information packet. We want you to be comfortable and confident about your purchase.
- What does the term “Reserve” mean? Under a reserve auction, the auctioneer will submit the highest and best bid to the seller. The seller has the right to accept or reject that bid.
- What does the term “Absolute” mean? In an absolute auction, the property will be sold to the last and highest bidder regardless of price.
- Do I need to pre-qualify? No. We normally do not require any pre-qualification to bid. However, if you intend to obtain bank financing, the bank will require you to qualify for their loan. The deposit you make on auction day is not contingent upon financing. Financing information can be found within this packet.
- You will need a down payment as described in the general information section.
- The auction will begin promptly at the scheduled time. You should arrive at least 30 minutes early to register with our staff. You will need your driver’s license or another form of photo ID.
- Listen carefully to all announcements made on the day of the auction. Please ask any questions you may have.
- When the auction actually begins, the auctioneer will ask for bids. He will say numbers until someone in the crowd agrees to offer the amount asked for. For example, the auctioneer may ask for \$250,000 and he may need to come down to \$225,000 until somebody agrees to bid. At this point the auction begins and the bidding begins to go up. The auctioneer will call out the next bid he is looking for. If you are willing to pay that amount, simply raise your hand. There may be several people bidding at first, so don’t be shy—raise your hand. If you feel the auctioneer doesn’t see you, don’t be afraid to wave your hand or call out. Eventually everyone will drop out but one bidder. At this point, if the property reaches an amount approved by the seller, the property will be sold to the high bidder. If it doesn’t reach a price acceptable by the seller, the high bidder may then negotiate with the seller.
- If you are the winning bidder, you will then be declared the purchaser and will be directed how to finalize the sale by signing the sales agreement and paying the required down payment.
- It is the Buyer’s responsibility to schedule the settlement with the desired settlement company. If you need assistance in locating one near you, please let us know.



Acceptable Methods of Payment

1. **Cash** (payments of \$10,000 and above require completion of IRS Form 8300).
2. **Certified or Cashier's Check** payable to Hurley Auctions.
3. **Personal Check** accompanied by a **Bank Letter of Guarantee** (see sample below). Letter must read as follows and must be signed by an officer of the bank.
4. **Wire Transfer** | There is a \$30.00 wire fee added to all transactions paid by buyer. Please call our office for additional information.

Example Bank Letter of Guarantee:

Date: (Date of letter)

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

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

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

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

This guarantee will apply only to Hurley Real Estate and Auctions for purchases made on (Date of Sale) only. **NO STOP PAYMENTS WILL BE ISSUED.**

If further information is required, please feel free to contact this office.

Sincerely,

Name of Officer
Title
Bank & Location
Office Phone #



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.




COMMUNITY STATE BANK
ORBISONIA OFFICE

Call our Lenders for an appointment:

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

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NMLS # 1964956

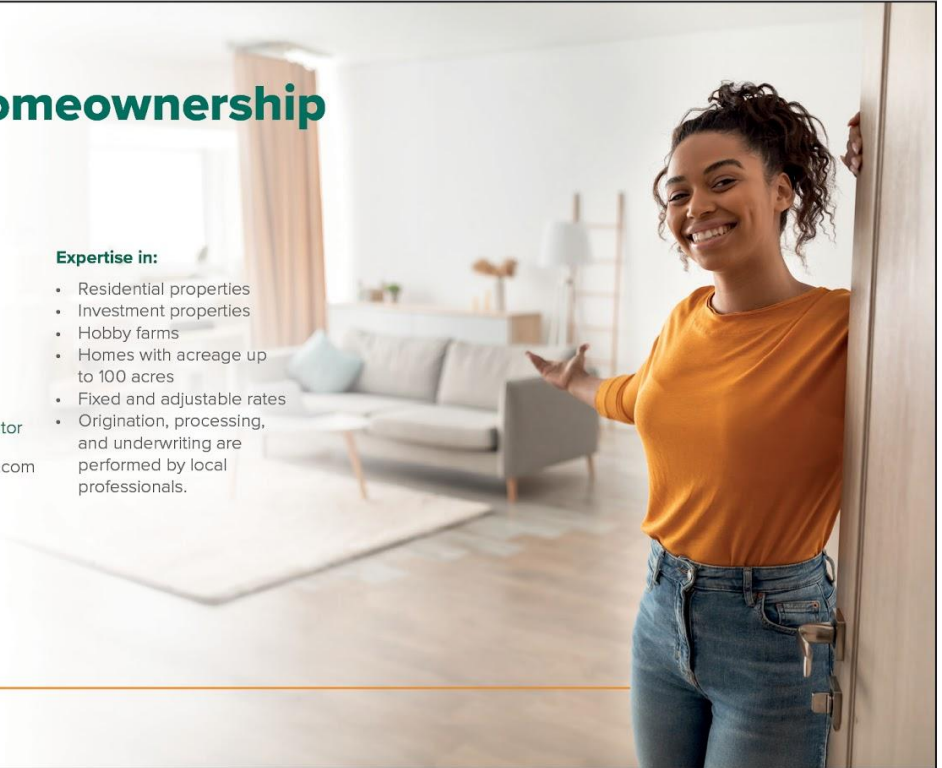
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The following settlement companies are familiar with the auction process and have representatives available to assist you in all your real estate auction settlement needs.



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



Lesa Davis

Signature
SETTLEMENTS
TRI-STATE^{LLC}
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



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

✉ closings@partnerwithaplus.com

🌐 www.partnerwithaplus.com

Visit one of our 3 convenient locations:

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

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

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





HURLEY
REAL ESTATE & AUCTIONS

SETTLEMENTS



“An Attorney At Every Settlement”

Real Estate Settlement Services, Inc.

Clinton T. Barkdoll | Attorney/Title Agent

9 East Main Street, Waynesboro, PA 17268

Phone	717-762-3374
Fax	717-762-3395
Email	clint@kullalaw.com



Real Estate Settlement Services, Inc.
19 Fifth Avenue
Chambersburg, PA 17201

717-446-0739
717-446-0791 fax
info@keystonesettlements.net

Visit our website at www.keystonesettlements.net



HURLEY
REAL ESTATE & AUCTIONS

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*