

HURLEY

REAL ESTATE & AUCTIONS

2800 BUCHANAN TRL E | GREENCASTLE | PA 17225



152± Acre Farm at 9385 Royer Rd, Mercersburg, PA 17236

PRIME 152± ACRE FRANKLIN COUNTY FARM!

Exceptional 152± acre farm in Franklin County featuring approximately 130± tillable acres of highly productive soils, a spacious brick farmhouse, spring-fed pond, multiple outbuildings, and more! Offered in 2 tracts, and as a whole!

Auction Date: Friday, August 28, 2026 @ 1pm

Open Houses: Saturday, August 15, 2026, 12pm-2pm
Tuesday, August 18, 2026, 12pm-2pm

AV002056 | Matthew Hurley AU003413L, Broker: PA RM421467; MD 597462; WV WVB230300885; VA 0225271921 | Kaleb Hurley AU006233, Agent: PA RS360491; MD 5009812 | Jacob Hurley AU006421

HURLEYAUCTIONS.COM | 717-597-9100





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
- Farm Preservation Easement
- Plat
- Aerial
- Soil Map
- 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 August 28, 2026.

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: \$40,000 in certified funds day of auction, or if sold separately \$35,000 for Tract 1 and \$5,000 for Tract 2. (See Payment & Financing page for detailed info.) Announcements made on the day of sale take precedence over all printed material. 1% 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: Tract 1

PRIME 148+/- ACRE FRANKLIN COUNTY FARM WITH HIGHLY PRODUCTIVE LIMESTONE SOILS! This exceptional farm features approximately 130 acres of tillable land with large open fields and level topography, making it ideal for farming operations. The property includes a spacious brick farmhouse, 3-car detached garage, spring-fed pond, and numerous outbuildings. The farmhouse offers 4 bedrooms, including a primary bedroom with private balcony, 2 bathrooms, kitchen, living room, dining room, den/family room, partially finished basement with family room and canning kitchen, attic space, and more. Several fireplaces throughout the home add warmth and character. A new tin roof was installed in 2021. The spring-fed pond is approximately 0.50+/- acres. Outbuildings include a 48x76 bank barn, 38x64 equipment shed with attached workshop, 34x35 pole building, several block outbuildings, and additional storage areas. The property also offers ample road frontage along Royer Rd. The tillable acreage is currently under an active farm lease through December 2026. The property is enrolled in farm preservation. Opportunities to acquire a farm like this are rare, don't miss your opportunity.

This home has the following features:

- 4 Bedrooms (All Upstairs)
 - Bedroom 1: 15 x 18
 - Bedroom 2: 11 x 14
 - Bedroom 3: 9 x 14
 - Bedroom 4: 15 x 20
- Kitchen: 12 x 14
- Dining Room: 14 x 18
- Living Room: 16 x 18
- Family Room: 11 x 14
- Laundry: 5 x 14
- Kitchen: 13 x 18 (Basement)
- Family Room: 13 x 25 (Basement)

Year House Built: 1840 (Estimated)

Acreage: 147.73± Acres

County: Franklin

Zoning/Land Use: Please call Franklin County

Planning at (717) 261-3855

Tax ID: 17-0J22.-047.-000000

Local Hospital: Wellspan Waynesboro or Wellspan
Chambersburg

Utilities:

- Water: Well
- Sewer: Septic
- Heating: Hot Water- Oil
- Cooling: None

School District: Tuscarora



General Information: Tract 2

BEAUTIFUL 4.7+/- ACRES VACANT LAND IN MERCERSBURG, PA! This nice, level parcel offers ample road frontage on Royer Rd and would make an incredible homesite. Surrounded by preserved farmland, it offers privacy and peaceful country views that will always remain. Convenient location close to Mercersburg, PA, Rt 16, and Rt 75. The property has not been perc tested, and the buyer is responsible for all due diligence regarding building and permitting.

Acreage: 4.71± Acres

School District: Tuscarora

County: Franklin

Local Hospital: Wellspan Waynesboro or
Wellspan Chambersburg

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

This property will be offered in a multi-parcel auction, giving buyers the flexibility to purchase Tract 1, Tract 2, or both tracts. Tract 1: 9385 Royer Rd — 148+/- acres featuring a farmhouse, productive farmland, and multiple outbuildings. Tract 2: 4.71+/- acres all tillable, offering an ideal setting for a beautiful homesite.

Taxes for tracts 1 and 2 combined are \$7,242; taxes may be reassessed dependent on how the property is sold.



This Deed,

MADE the 4th day of January
in the year nineteen hundred and seventy-four (1974).

Between Charles O. Byrd and Evelyn L. Byrd, his wife, both
of 910 Kennebec Avenue, Takoma Park, Maryland, 20012,
GRANTORS,

AND Paul A. Martin and Alma L. Martin, his wife, both of
Montgomery Township, Franklin County, Pennsylvania,
GRANTEES.

Witnesseth That in consideration of the sum of ONE HUNDRED THOUSAND
(\$100,000.00)-----

Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said
grantors do hereby grant and convey in fee simple to said grantees

All the following described tract of land lying and being situated
in Montgomery Township, Franklin County, Pennsylvania, more particu-
larly bounded and limited as follows, to wit:-

BEGINNING at a point in the public road at lands formerly
of J.N. Royer, now Ruth Royer, thence through said public
road with lands formerly of J. N. Royer, now C. Timmons,
north sixty-one (61) degrees, forty-five (45) minutes west,
twenty-seven hundred twenty-nine and two-tenths (2729.2) feet
to a stake; thence with lands of Zitzman north forty-eight
(48) degrees east, twenty-seven hundred fourteen and three-
tenths (2714.3) feet to a stake; thence with lands of the
said Zitzman north thirty (30) degrees, forty-five (45)
minutes east, ten hundred sixty-nine and two-tenths (1069.2)
feet to a stake; thence with land formerly of Witter, now
Hamil, south fifty-nine (59) degrees, thirty (30) minutes
east, fourteen hundred seventy and two-tenths (1470.2) feet,
more or less; thence by same south twenty-six (26) degrees,
seven (7) minutes west, fifty-four and seven-tenths (54.7)
perches; thence with lands formerly of J. N. Royer, now
Ruth Royer, south twenty-six (26) degrees, fifty-two (52)
minutes west, twelve hundred seventy-one and one-tenth
(1271.1) feet to a post at the east side of a chestnut; thence
south sixty-one (61) degrees, fifteen (15) minutes east, two
hundred forty-eight (248) feet to a stake; thence south twenty-
nine (29) degrees, thirty (30) minutes west, fourteen hundred
nine and one-tenth (1409.1) feet to a point in the public
road at the place of beginning. CONTAINING 163 acres and
66 perches.

IT BEING the same tract of land conveyed by Alice L. Hoffeditz,
Administratrix, and J.E. Hoffeditz, Administrator, of Henry H. Hoffe-
ditz, deceased, by deed dated March 31, 1915, recorded in Franklin
County Deed Book Vol. 209, page 475, to Daniel Baer, who died testate,

Supervisors of Montgomery REALTY TRANSFER TAX
Township, Franklin County, Pa. Hickerson School District
"Tax on Deeds Resolution, " Amount of tax received 579.00
Amount of Tax 579.00 Tax on Deeds Resolution —
Received Payment Edwin T. Hartman Edwin T. Hartman Collector
Collector

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January 6, 1926, duly probated and recorded in Franklin County Will Book Vol. 27, page 314, wherein he appointed E. Blanche Baer and William S. Hoerner, his Executors, and who by deed dated April 1, 1927, recorded in Deed Book Vol. 226, page 337, made pursuant to authority contained in said will, conveyed the above described real estate to Victor Royer; and the said Victor Royer, with his wife, Bess S. Royer, by their deed dated the 13th day of April, 1953, and recorded in Franklin County Deed Book Vol. 439, page 263, conveyed the same to John J. Royer, who with his wife, M. Lorraine Royer, did by their deed dated November 1st, 1968, and recorded in Franklin County Deed Book Vol. 632, page 76, convey the same to Charles O. Byrd, one of the above named Grantors.

THERE IS EXCEPTED AND SPECIFICALLY EXCLUDED from this conveyance the following described two tracts or lots heretofore sold and conveyed by Victor Royer and Bess S. Royer, his wife:

LOT NO. 1: BEING that lot conveyed by Victor Royer and Bess S. Royer to John S. Dennis, by deed dated March 24, 1928, recorded in Deed Book Vol. 230, page 129, bounded and limited as follows:

BEGINNING at a stake or post, thence by land of said Dennis, north forty-six and one-half ($46 \frac{1}{2}$) degrees east, fourteen and eighty-four hundredths (14.84) perches to an iron in the middle of the public road leading from Shimpstown to Kasiesville, at other lands of said Royer; thence by said land in the middle of the public road, south fifteen and three-fourths ($15 \frac{3}{4}$) degrees east, nineteen and thirty-one hundredths (19.31) perches to an iron in the middle of said road; thence by lands of Allen Gehr, north sixty-two and one-fourth ($62 \frac{1}{4}$) degrees west, seventeen and ninety-six hundredths (17.96) perches to the place of beginning. CONTAINING 126.7' perches as surveyed by J.H. Atherton, C.S., March 13, 1928.

LOT NO. 2: BEING that lot conveyed by Victor Royer and wife to Robert L. Musselman and wife, by deed dated May 12, 1950, recorded in Deed Book Vol. 406, page 325, bounded and limited as follows:

BEGINNING at an iron pin in the center of the Pennsylvania State Highway leading from Mercersburg, Pennsylvania, to Clearspring, Maryland, and known as Route #75, and at corner of lands of John S. Dennis and Victor Royer and wife; thence by Route #75 and lands of John Dennis, south seventeen (17) degrees east, one hundred thirty-one (131) feet to an iron pin; thence by other lands of the said Royer north thirty-one (31) degrees, thirty (30) minutes east, four hundred sixty-six (466) feet to an iron pin; thence by lands of J. S. Dennis, south forty-seven (47) degrees, forty-five (45) minutes west, three hundred eighty-one (381) feet to the place of beginning. CONTAINING 80 perches neat.



And the said grantor s will warrant----generally----the property hereby conveyed.

In Witness Whereof said grantor s have hereunto set their hand and seals, the day and year first above written.

Sealed and delivered in the presence of

James J. Myers
James J. Myers

Charles O. Byrd
Charles O. Byrd (SEAL)
Evelyn L. Byrd
Evelyn L. Byrd (SEAL)
(SEAL)
(SEAL)

Received on the day of the date of the within or foregoing Deed, of the above named grantee s, the sum of ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS.

Witness:

James J. Myers
James J. Myers

Charles O. Byrd
Charles O. Byrd
Evelyn L. Byrd
Evelyn L. Byrd

State of Pennsylvania,

County of Franklin

ss.

On this 4th day of January A. D. 1973
before me, a Notary Public in and for said State and County,
came the above named Charles O. Byrd and Evelyn L. Byrd, his wife,

and acknowledged the foregoing deed to be their act and deed, and desired the same to be recorded as such.

Witness my hand and notarial seal, the day and year aforesaid.



James J. Myers
JAMES J. MYERS, NOTARY PUBLIC
MERCERSBURG BORO, FRANKLIN COUNTY
MY COMMISSION EXPIRES MAY 24, 1978
Member, Pennsylvania Association of Notaries

My commission expires

CERTIFICATE OF RESIDENCE

January 4th, 1974 I hereby certify that grantee s precise residence is R. D. #2, Mercersburg, Pennsylvania, 17236

Paul A. Martin



106721

DPERJF (5/91)

DEED OF AGRICULTURAL CONSERVATION EASEMENT
TO THE COMMONWEALTH OF PENNSYLVANIA AND A COUNTY
JOINTLY IN PERPETUITY

THIS DEED OF AGRICULTURAL CONSERVATION EASEMENT, made this 24th day of October, 2005 by and between Paul A. and Alma L. Martin (hereinafter, "Grantor") and the Commonwealth of Pennsylvania and the County of Franklin, Pennsylvania (hereinafter collectively referred to as "Grantees") in joint ownership pursuant to the Agricultural Area Security Law (P.L. 128, No. 43) as amended (hereinafter "Act") is made pursuant to the Act.

WHEREAS, Grantor is the sole owner of all that certain land situate in Montgomery Township, Franklin County, Pennsylvania more particularly described in Exhibit "A" attached hereto consisting of 147.7274 acres and all buildings and improvements erected thereon ("the subject land");

AND WHEREAS, the State Agricultural Land Preservation Board has determined to purchase an agricultural conservation easement in the subject land pursuant to the Act;

AND WHEREAS, the Agricultural Land Preservation Board of Franklin County, Pennsylvania has determined to purchase an agricultural conservation easement in the subject land pursuant to the Act;

AND WHEREAS, all holders of liens or other encumbrances upon the subject land have agreed to release or subordinate their interests in the subject land to this Deed of Agricultural Conservation Easement and to refrain from any action inconsistent with its purpose;

NOW THEREFORE, in consideration of the sum of 202,164.95 dollars, the receipt and sufficiency of which is hereby acknowledged, Grantor does voluntarily grant, bargain and sell, and convey to the Commonwealth of Pennsylvania as 90 percent joint owner and the County of Franklin, Pennsylvania as 10 percent joint owner, their successors and assigns, (hereinafter "Grantees") and Grantees voluntarily accept, an agricultural conservation easement in the subject land, under and subject to the Act and the following terms and conditions:

1. Permitted Acts - During the term of the agricultural conservation easement conveyed herein, the subject land shall be used solely for the production for commercial purposes of crops, livestock and livestock products, including the processing or retail marketing of such crops, livestock or livestock products if more than fifty percent of such processed or merchandised products are produced on the subject land (hereinafter "agricultural production"). For purpose of this Deed, "crops, livestock and livestock

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Tim Sponseller



products" include, but are not limited to:

- (a) Field crops, including corn, wheat, oats, rye, barley, hay, potatoes and dry beans;
- (b) Fruits, including apples, peaches, grapes, cherries and berries;
- (c) Vegetables, including tomatoes, snap beans, cabbage, carrots, beets, onions and mushrooms;
- (d) Horticultural specialties, including nursery stock ornamental shrubs, ornamental trees and flowers;
- (e) Livestock and livestock products, including cattle, sheep, hogs, goats, horses, poultry, furbearing animals, milk, eggs and furs;
- (f) Timber, wood, and other wood products derived from trees; and
- (g) Aquatic plants and animals and their byproducts.

Except as permitted in this Deed, neither Grantor nor his agents, heirs, executors, administrators, successors and assigns, nor any person, partnership, corporation or other entity claiming title under or through Grantor, or their agents, shall suffer, permit, or perform any activity on the subject land other than agricultural production.

2. Construction of Buildings and Other Structures - The construction or use of any building or other structure on the subject land other than as existing on the date of the delivery of this Deed is prohibited except that:

- (a) The erection of fences for agricultural production and protection of watercourses such as lakes, streams, springs and reservoirs is permitted.
- (b) The construction of one additional residential structure is permitted if;
 - (i) The construction and use of the residential structure is limited to providing housing for persons employed in farming the subject land on a seasonal or full-time basis,
 - (ii) No other residential structure has been constructed on the restricted land at any time since the delivery of the Deed,
 - (iii) The residential structure and its curtilage occupy no more than two acres of the subject land, and
 - (iv) The location of the residential structure and its driveway will not significantly harm the economic viability of the subject land for agricultural production.
- (c) The construction or use of any building or other structure for agricultural production is permitted.

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- (d) The replacement of a residential structure existing on the restricted land on the date of the granting of the easement is permitted.

3. Subdivision - The subject land may be subdivided if subdividing will not harm the economic viability of the subject land for agricultural production. If the subject land is subdivided, the Deeds to all of the subdivided parcels shall state on which of the subdivided parcels the residential structure permitted by this Deed may be constructed. Deeds to all other parcels shall recite that no additional residential structure is permitted.

4. Utilities - The granting of rights-of-way by the Grantor, his heirs, executors, administrators, successors and assigns, or any person, partnership, corporation or other entity claiming title under or through Grantor in and through the subject land for the installation, transportation, or use of, lines for water, sewage, electric, telephone, coal by underground mining methods, gas, oil or oil products is permitted. The term "granting of rights-of-way" includes the right to construct or install such lines. The construction or installation of utility lines other than of the type stated in this paragraph is prohibited on the subject land.

5. Mining - The granting of leases, assignments or other conveyances or the issuing of permits, licenses or other authorization for the exploration, development, storage or removal of coal by underground mining methods, oil and gas by the owner of the subject land or the owner of the underlying coal by underground mining methods, oil and gas or the owner of the rights to develop the underlying coal by underground mining methods, oil and gas, or the development of appurtenant facilities related to the removal of coal by underground mining methods, oil or gas development or activities incident to the removal or development of such minerals is permitted.

6. Rural Enterprises - Customary part-time or off-season minor or rural enterprises and activities which are provided for in the County Agricultural Easement Purchase Program approved by the State Board are permitted.

7. Soil and Water Conservation - All agricultural production on the subject land shall be conducted in accordance with a conservation plan approved by the County Conservation District or the County Board. Such plan shall be updated every ten years and upon any change in the basic type of agricultural production being conducted on the subject land. In addition to the requirements established by the County Conservation District or the County Board the conservation plan shall require that:

- (i) The use of the land for growing sod, nursery stock ornamental trees, and shrubs does not remove

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excessive soil from the subject land, and

- (ii) The excavation of soil, sand, gravel, stone or other materials for use in agricultural production on the land is conducted in a location and manner that preserves the viability of the subject land for agricultural production.

8. Responsibilities of Grantor Not Affected - Except as specified herein, this Deed does not impose any legal or other responsibility on the Grantees, their successors or assigns. Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the subject land and all improvements erected thereon. Grantor shall continue to be solely responsible for the maintenance of the subject land and all improvements erected thereon. Grantor acknowledges that Grantees have no knowledge or notice of any hazardous waste stored on or under the subject land. Grantee's exercise or failure to exercise any right conferred by the agricultural conservation easement shall not be deemed to be management or control of activities on the subject land for purposes of enforcement of the Act of October 18, 1988, (P.L. 756, No. 108), known as the Hazardous Sites Cleanup Act.

Grantor, his heirs, executors, administrators, successors or assigns agree to hold harmless, indemnify and defend Grantees, their successors or assigns from and against all liabilities and expenses arising from or in any way connected with all claims, damages, losses, costs or expenses, including reasonable attorneys fees, resulting from a violation or alleged violation of any State or Federal environmental statute or regulation including, but not limited to, statutes or regulations concerning the storage or disposal of hazardous or toxic chemicals or materials.

9. Enforcement - Annually, Grantees, their successors, assigns or designees shall have the right to enter the subject land for the purpose of inspecting to determine whether the provisions of this Deed are being observed. Written notice of such annual inspection shall be mailed to the Grantor, his heirs, executors, administrators successors or assigns at least ten days prior to such inspection. The annual inspection shall be conducted between the hours of 8 a.m. and 5 p.m. on a weekday that is not a legal holiday recognized by the Commonwealth of Pennsylvania or at a date and time agreeable to the county and the landowner.

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Grantees, their successors, assigns or designees shall also have the right to inspect the subject land at any time, without prior notice, if Grantees have reasonable cause to believe the provisions of this Deed have been or are being violated.

Grantor acknowledges that any violation of the terms of this Deed shall entitle Grantees, their successors, assigns or designees to obtain an injunction against such violation from a court of competent jurisdiction along with an order requiring Grantor, his heirs, executors, administrators, successors or assigns to restore the subject land to the condition it was in prior to the violation, and recover any costs or damages incurred including reasonable attorney's fees. Such relief may be sought jointly, severally, or serially.

10. Duration of Easement - The agricultural conservation easement created by this Deed shall be a covenant running with the land and shall be perpetual in duration. Every provision of this Deed applicable to Grantor shall apply to Grantor's heirs, executors, administrators, successors, assigns, agents, and any person, partnership, corporation or other entity claiming title under or through Grantor.

11. Conveyance or Transfer of the Subject Land - Grantor, his heirs, executors, administrators, successors or assigns, and any person, partnership, corporation, or other entity claiming title under or through Grantor, shall notify Grantees in writing of any conveyance or transfer of ownership of the subject land. Such notification shall set forth the name, address and telephone number of the Grantor and the party or parties to whom ownership of the subject land has been conveyed or transferred. This obligation shall apply to any change in ownership of the subject land.

The restrictions set forth in this Deed shall be included in any Deed purporting to convey or transfer an ownership interest in the subject land.

12. Applicability - Every provision of this Deed applicable to Grantor shall apply to Grantor's heirs, executors, administrators, successors, assigns, agents, and any person, partnership, corporation or other entity claiming title under or through Grantor.

13. Interpretation - This Deed shall be interpreted under the laws of the Commonwealth of Pennsylvania. For purposes of interpretation, no party to this Deed shall be considered to be the drafter of the Deed. All provisions of this Deed are intended, and shall be interpreted, to effectuate the

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intent of the General Assembly of the Commonwealth of Pennsylvania as expressed in Section 2 of the Act.

To have and to hold this Deed of Agricultural Conservation Easement unto the Grantees, their successors and assigns in perpetuity.

AND the Grantor, for himself, his heirs, executors, administrators, successors and assigns does specially warrant the agricultural conservation easement hereby granted.

IN WITNESS WHEREOF, the undersigned have duly executed this Deed on the day first written above.

GRANTOR

Witness:

Delores J. H. [Signature]
Delores J. H. [Signature]

Paul A. Martin [Seal]
Paul A. Martin
Alma L. Martin [Seal]
Alma L. Martin
_____[Seal]
_____[Seal]

COPY

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ACKNOWLEDGMENT

COUNTY OF FRANKLIN

SS:

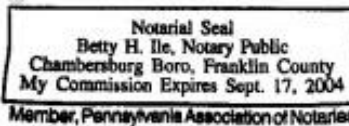
COMMONWEALTH OF PENNSYLVANIA

On this 28th day of October, 2003,
before me, the subscriber, a Notary Public for the
Commonwealth of Pennsylvania, residing in the City of
Chambersburg personally appeared the above
named Paul A. Martin and Alma L. Martin,
and in due form of law acknowledged the above Deed of
Agricultural Conservation Easement to be their voluntary act
and deed, and desired the same to be recorded as such.

WITNESS my hand and Notarial Seal the day and year
aforesaid.

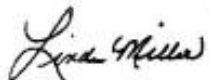

Notary Public

My Commission expires:



I hereby CERTIFY that this document is
recorded in the Recorder's Office of
Franklin County, Pennsylvania




Linda Miller
Recorder of Deeds

51.50
RECORDED
FRANKLIN COUNTY
SEP 30 4 01 PM '03
RECORDED

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EXHIBIT A:

**Legal Description of Property
Subject to Agricultural Conservation Easement
Conveyed by Paul A. Martin and Alma L. Martin, his wife,
to COMMONWEALTH OF PENNSYLVANIA and FRANKLIN COUNTY**

ALL the following described real estate lying and being situate in Montgomery Township, Franklin County, Pennsylvania, bounded and limited as follows:

BEGINNING at a point in T-321 at corner of lands of Paul A. Martin, et ux, as shown on a plan of lots hereinafter referred to; thence across said public road and along said lands of Paul A. Martin, et ux, North 21 degrees 49 minutes 54 seconds East, 1,091.47 feet to an existing iron pin; thence along lands now or formerly of Maynard H. & Sara F. Plum and lands now or formerly of Mark A. & Dorie J. Potter, North 48 degrees 14 minutes 33 seconds East, 860.61 feet to an existing iron pin; thence continuing along said lands now or formerly of Mark A. & Dorie J. Potter and lands now or formerly of Ted L. Rosa V. Diehl, North 48 degrees 00 minutes 00 seconds East, 859.61 feet to an existing iron pin; thence continuing along said lands now or formerly of Ted L. & Rosa V. Diehl and lands now or formerly of John Todd & Ellan C. Streett, North 47 degrees 23 minutes 52 seconds East, 321.09 feet to an existing iron pin; thence continuing along lands now or formerly of John Todd & Ellan C. Streett and lands now or formerly of James D. & Doris J. Moreland, North 30 degrees 34 minutes 40 minutes East, 1,072.14 feet to an 18-inch cherry on line of lands now or formerly of Hissong Farmstead, Inc.; thence along the latter, South 59 degrees 45 minutes 06 seconds East, 1,478.31 feet to a set iron pin at a post; thence along same, South 26 degrees 09 minutes 01 second West, 895.39 feet to a set iron pin; thence North 64 degrees 04 minutes 42 seconds West, 50.00 feet to a point; thence South 25 degrees 55 minutes 18 seconds West, 1,265.79 feet to a point; thence South 27 degrees 25 minutes 29 seconds West, 1,410.55 feet to a point in the aforementioned T-321; thence through said public road, North 61 degrees 58 minutes 01 second West, 1,981.41 feet to a point in T-321 at corner of lands of Paul A. Martin, et ux, being the place of beginning.

CONTAINING 147.7274 acres as per survey entitled "Survey of Conservation Easement situate in Montgomery Township, Franklin County, Pennsylvania, for Paul A. Martin and Alma L. Martin", prepared by Curfman & Zullinger Surveying, Inc., dated March 27, 2000, and recorded in Franklin County Plat Book Volume _____, Page _____.

BEING part of the same real estate which Charles O. Byrd and Evelyn L. Byrd, his wife, by deed dated January 4, 1974, and recorded in Franklin County Deed Book Volume 695, Page 799, granted and conveyed to Paul A. Martin and Alma L. Martin, his wife, the Grantors herein.

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HURLEY
FARM & LAND REAL ESTATE

FARM PRESERVATION EASEMENT

UNDER AND SUBJECT to conditions, restrictions, reservations, rights-of-way and easements of record and as may appear on the above-recited survey.

TOTAL EASEMENT ACREAGE: 147.7274 ACRES

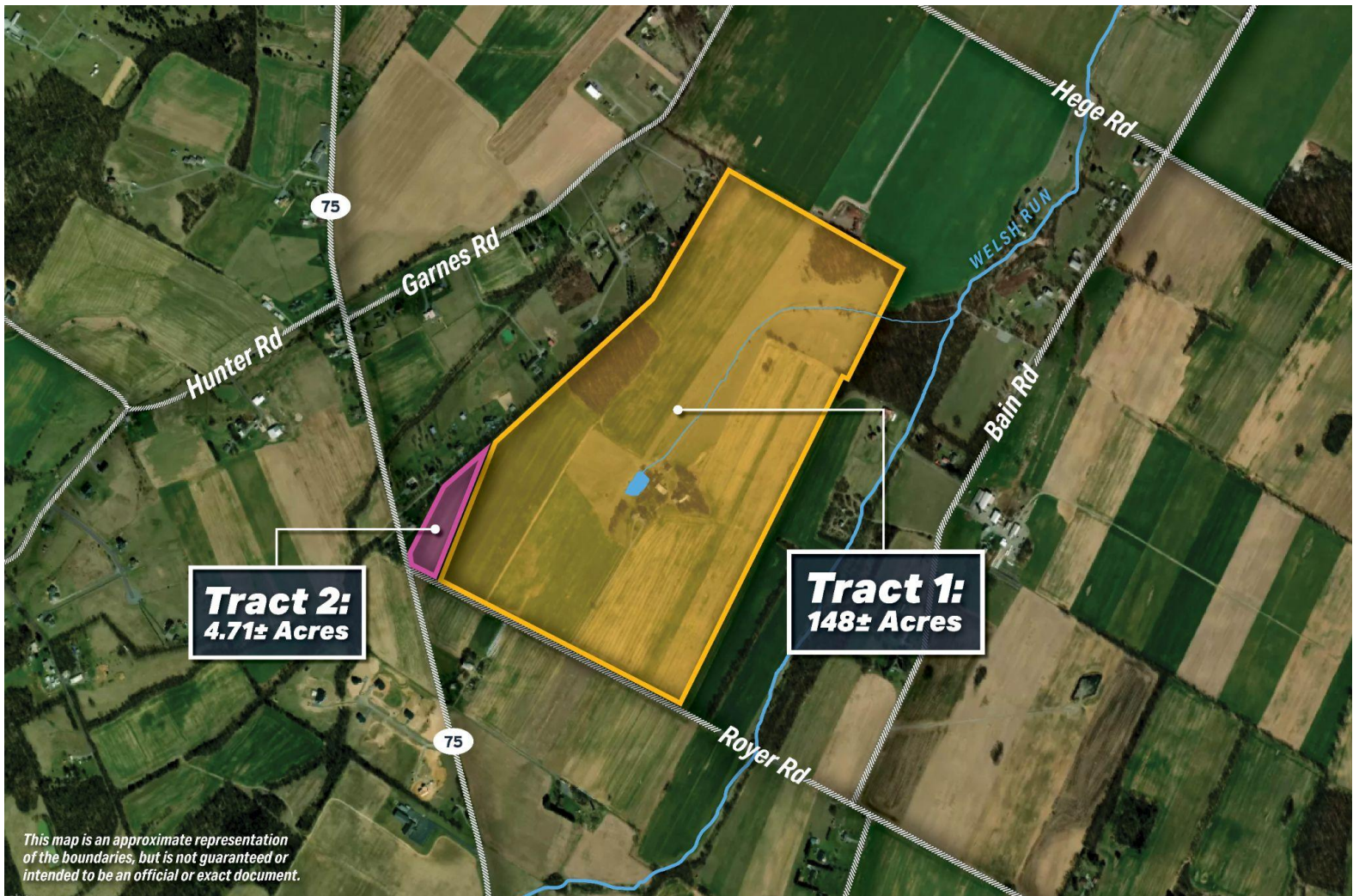
COPY

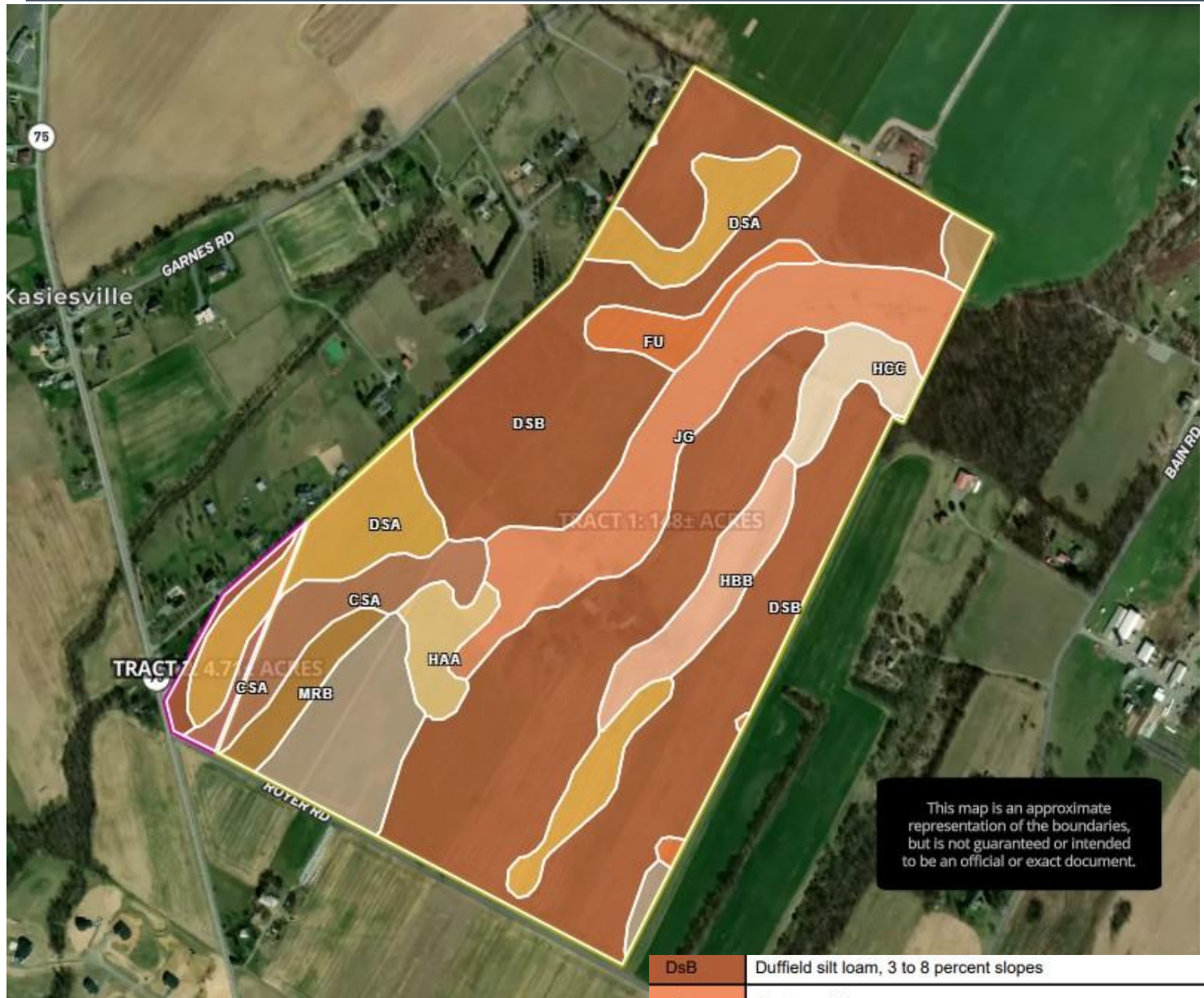
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HURLEY
FARM & LAND REAL ESTATE

AERIAL





DsB	Duffield silt loam, 3 to 8 percent slopes
Jg	Jugtown silt loam
DsA	Duffield silt loam, 0 to 3 percent slopes
HaB	Hagerstown silt loam, 3 to 8 percent slopes
CsA	Clarksburg silt loam, 0 to 3 percent slopes
HbB	Hagerstown-Carbo silty clay loams, 3 to 8 percent slopes
HcC	Hagerstown-Carbo silty clay loams, 8 to 15 percent slopes, very rocky
Fu	Funkstown silt loam
HaA	Hagerstown silt loam, 0 to 3 percent slopes
MrB	Murrill gravelly loam, 3 to 8 percent slopes
HcB	Hagerstown-Carbo silty clay loams, 3 to 8 percent slopes, very rocky



OWNED BY:

Alma Louise Martin Estate

LOCATED AT:

152± Acre Farm at 9385 Royer Rd, 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** | \$40,000 in certified funds day of auction, or if sold separately \$35,000 for Tract 1, and \$5,000 for Tract 2, either in the form of cash, cashier's check, certified check, or personal check at the discretion of the Seller(s) when the property is struck down, and the balance, without interest, on or before October 27, 2026 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 1 % 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.
10. **Settlement Considerations** | The Seller will not pay points, settlement costs, or otherwise render financial assistance to the Buyer.
11. **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.
12. This agreement shall survive closing.
13. This agreement may be signed and transmitted by email.
14. 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.



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** 152± Acre Farm at 9385 Royer Rd, Mercersburg, PA 17236

2 **SELLER** Alma Louise Martin Estate

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.

34 COMMON LAW DUTY TO DISCLOSE

35 Although the provisions of the Real Estate Seller Disclosure Law exclude some transfers from the requirement of completing a disclo-
36 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
37 to avoid fraud, misrepresentation or deceit in the transaction. **This duty continues until the date of settlement.**

38 EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

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

42 *Edmund D. Martin* *Alma Louise Martin*

DATE 5/24/26

43 Seller's Initials EDM/ALM Date 5/24/26

SPD Page 1 of 11

Buyer's Initials / Date



Hurley Real Estate and Auctions, 2800 Buchanan Trail East Greenville PA 17235
Kalrh Hurley

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St Suite 2200, Dallas, TX 75201

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rev 3/21 rel 7/21

Phone 7175979100
Fax:
www.hurley.com



568 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
569 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

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

573 (B) Financial

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

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

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

581 (C) Legal

582 1. Are you aware of any violations of federal, state, or local laws or regulations relating to this Prop-
583 erty?

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

585 (D) Additional Material Defects

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

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

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

595 Explain any "yes" answers in Section 22: Underground 1000 gal fuel oil tank

596 Termite has been treated and house is under warranty

597 23. ATTACHMENTS

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

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

600 ☐

601 ☐

602 ☐

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

608 SELLER Edwin D. Martin

DATE 5/24/24

609 SELLER Handal Martin

DATE 5/24/24

610 SELLER

DATE

611 SELLER

DATE

612 SELLER

DATE

613 SELLER

DATE

614 RECEIPT AND ACKNOWLEDGEMENT BY BUYER

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

619 BUYER _____ DATE _____

620 BUYER _____ DATE _____

621 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** 152± Acre Farm at 9385 Royer Rd, Mercersburg, PA 17236

2 **SELLER** Alma Louise Martin Estate

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** Alma Louise Martin **DATE** _____

24 **SELLER** Alma Louise Martin **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 ☒ 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** [Signature] **DATE** _____

48 **BROKER FOR BUYER (Company Name)** _____

49 **LICENSEE** _____ **DATE** _____



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10/16

Hurley Real Estate and Auctions, 2880 Buchanan Trail East Greencastle, PA 17225
Katie Hurley

Phone: 717-597-9100 Fax: _____
Produced with Love Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.hurley.com

Unfilled



All about Multi-parcel Auctions:

Hurley Real Estate & Auctions has developed a strong reputation for our ability to handle multi-parcel auctions effectively. In a multi-parcel scenario, a tract of land can be offered in smaller individual tracts, combinations of tracts, or as a whole.

How does it work?

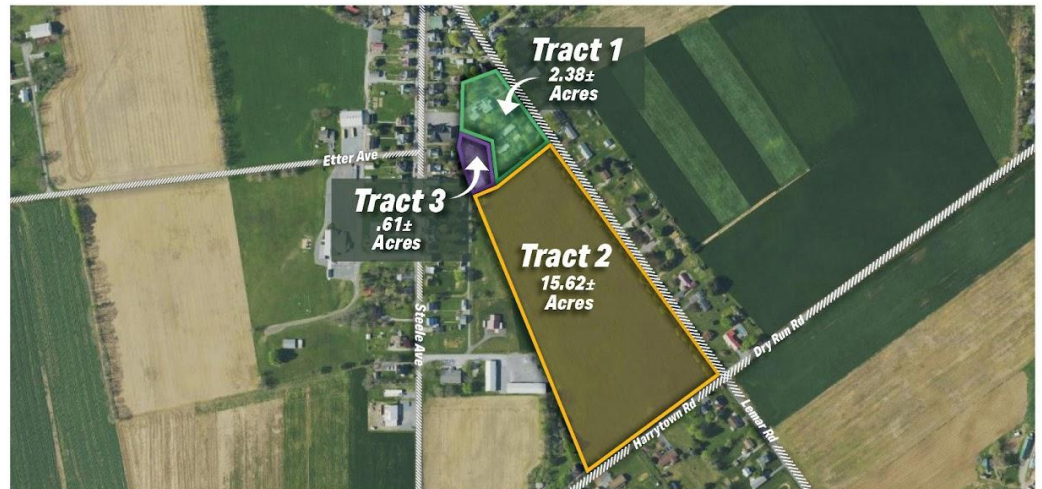
1. The auctioneer will offer the tracts individually first. The bids are recorded visually for the bidders, usually on a white board.
2. Then the auctioneer asks if there is anyone interested in a combination of tracts. Original individual bidders may be out-bid; but with each round original bidders are always able to increase their bids.
3. Then the auctioneer will offer the entire property as a whole. If there is a bid made that surpasses all the individual and/or combination bids, that would be the new high bidder.
4. Bidders will always have the option to increase their bids on any tract, combination of tracts, or on the whole property.





Multi-parcel Auction Example:

Let's imagine the property to the right is being offered at auction in three tracts. At the auction, the bidding may go as follows*:



1

Each tract
is offered
individually.

Tract 1	Tract 2	Tract 3
100,000	150,000	80,000
150,000	160,000	90,000
170,000	175,000	95,000
180,000	200,000	110,000
190,000	240,000	
220,000		

2

Combinations
of tracts are
offered.

Combinations	Whole
Tract 1&2 (465,000 needed)	(615,000 needed)
465,000	620,000
470,000	625,000
480,000	630,000
500,000	635,000

Combination bids must be greater than the sum of the individual high bids. This bid would become the new high bid for Tracts 1&2.

3

The whole
property is
offered.

A high bid for the entire property would need to surpass any other individual and/or combination bid(s) in order to prevail.

(*This is a fictitious example and not realized bids)



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
FARM & LAND REAL ESTATE

FINANCING

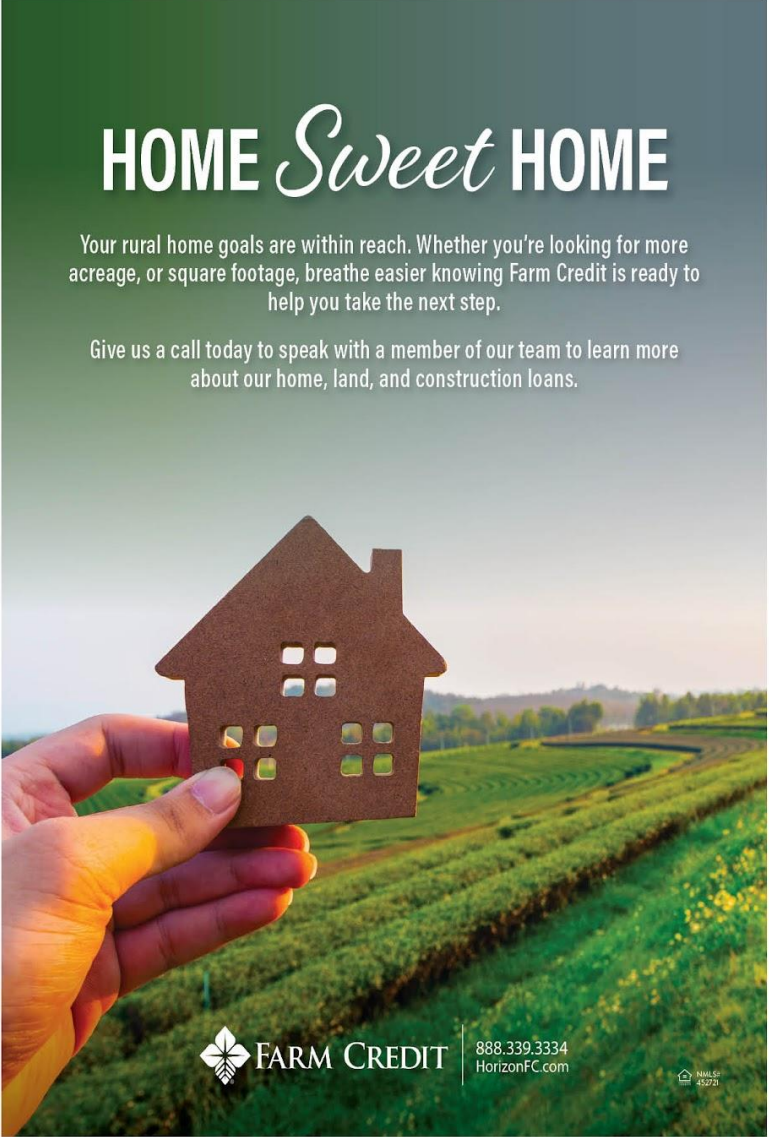
Purchasing a property at auction has never been easier!

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.



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C 717-830-0332
F 717-263-1766
tathomas@acnb.com

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CrossCountry Mortgage | 1130 Kennebec Drive | Chambersburg, PA 17201

Equal Housing Opportunity. All loans subject to underwriting approval. Certain restrictions apply. Call for details. CrossCountry Mortgage, LLC NMLS3029 NMLS1854151 (www.nmlsconsumeraccess.org). CrossCountry Mortgage, LLC is not affiliated with or acting on behalf of or at the direction of the Veteran Affairs Office or any government agency. Certificate of Eligibility required for VA loans. 26LO_86b9bjbt



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michelle.rebok@ccm.com



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FARM & LAND REAL ESTATE

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 E Main St, Waynesboro, PA 17268
983 Lincoln Way E, Suite 1, Chambersburg, PA 17201
(717) 762-1415 or (717) 263-5001
nathan@buchanansettlements.com
www.buchanansettlements.com



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210 Lincoln Way West, McConnellsburg, PA 17233 • 717.485.9244

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





HURLEY
FARM & LAND REAL ESTATE

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
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SETTLEMENTS



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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...

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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

Signature
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T R I - S T A T E



Lesa N. Davis | 301-471-4839 | LesaDavis@TriStateSettlements.com

TriStateSettlements.com | 301-797-0600 | 1185 Mt Aetna Rd, Hagerstown, MD 21740

Tri-State Signature Settlements is a full service title company specializing in residential and light commercial closings in all counties in the State of Maryland, Pennsylvania and West Virginia.

We are committed to providing the quality service that you expect . . . and deserve.



HURLEY
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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.

When you sell your land with Hurley Real Estate & Auctions, you're getting more than a service—you're getting a strategic partner with deep roots in the land. With over 3,000 successful sales, we know how to deliver results. Our award-winning marketing team customizes every campaign to attract serious, qualified buyers, and our full-time, passionate staff is dedicated to helping you achieve top dollar—quickly and with integrity.

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.



**Your *land*,
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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