

# HURLEY

## REAL ESTATE & AUCTIONS

2800 BUCHANAN TRL E | GREENCASTLE | PA 17225



### 11915 Cove Rd, Clear Spring, MD 21722

#### ***Outstanding 257± Acre Country Paradise!***

Spectacular 257± acre property in Washington County featuring a beautiful home, productive farmland, multiple outbuildings, a pond, stream, abundant wildlife, exceptional opportunities for hunting, farming, recreation, and more!

Auction Date: Friday, August 21, 2026 @ 2pm

Open Houses: Saturday, August 8, 2026, 2pm-4pm  
Friday, August 14, 2026, 10am-12pm

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
- Aerial
- Soil Map
- Memorandum of Sale
- Affidavit of Purchaser
- Successor Trustee's Sale of Real Property
- 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 21, 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:** \$25,000 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. 2% Buyers premium will be added to final bid price. Sale is subject to court approval.

**Closing Location:** As agreed upon by the Buyer and Seller.

**Buyer possession:** Buyer will have immediate possession upon closing.

**General Information:** ONCE-IN-A-LIFETIME 257+/- ACRE PROPERTY IN WASHINGTON COUNTY, MD!  
This extraordinary property offers the perfect blend of recreation, privacy, farmland, and comfortable living. Featuring approximately 51 acres of tillable land and pasture, the property is ideal for farming, livestock, hunting, recreation, or creating your own private retreat. The beautiful home features 3 bedrooms and 3 full bathrooms. Inside you will find a stunning great room with cathedral ceilings and a brick fireplace, kitchen with dining area, formal dining room with wood stove, finished basement with stone hearth, pellet stove, and much more. The property is improved with several outbuildings including a large detached garage complete with bunk room featuring 4 beds along with storage and cubby area, a 36x60 barn, 18x24 workshop, 24x48 equipment shed, and 42x48 livestock/loafing barn. Outstanding recreational opportunities abound with abundant wildlife including deer, bear, turkey, and more. A large pond provides excellent fishing opportunities, while a stream flows through the property adding to its natural beauty. Groomed trails extend throughout the land allowing easy access to multiple hunting locations, with several hunting blinds already in place. Mature timber throughout further enhances the beauty, and privacy. With road frontage along both Cove Rd and US Rt 40, the property offers convenient access while still maintaining a peaceful and private setting. Truly a rare opportunity with endless potential uses — properties of this caliber seldom become available!

**Year House Built:** 1975

**Acreage:** 257.03± Acres

**County:** Washington

**Zoning/Land Use:** Please call Washington County  
Planning and Zoning at (240) 313-2430

**Taxes:** Approximately \$4,133

**Tax ID:** 2215003421

**Utilities:**

- Water: Well
- Sewer: Septic
- Heating: Heat Pump/ Pellet Stove/ Wood Stove
- Cooling: Central A/C

**School District:** Washington County Public Schools

**Local Hospital:** Meritus Medical Center



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2022

Salisbury, McLister & Foley, LLP

Property Address: 11915 Cove Road, Clear Spring, MD 21722

Tax ID#: 15-003421

This transfer is exempt from recordation taxes as pursuant to Tax Property Article 12-108 (c)(ee) and from transfer taxes pursuant to Tax Property Article 13-207 (a)(23) as it transfers ownership from an individual sole owner into a trust in which the individual sole owner is a trustee and a beneficiary during her lifetime.

**NO TITLE EXAMINATION DEED**  
**NO CONSIDERATION**

THIS DEED, made this 25<sup>th</sup> day of May, 2024, by and between **REBECCA LYNNE HENSON, GRANTOR** and **REBECCA LYNNE HENSON, as Successor Trustee of the JOANNE KELLER MAY REVOCABLE TRUST AGREEMENT dated June 4, 2012, GRANTEE:**

*WITNESSETH*, that in consideration of the sum of **ZERO** Dollars (\$0.00) and other good and valuable consideration, which includes the amount of any outstanding Mortgage or Deed of Trust, if any, the receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey unto the Grantee in fee simple, as sole owner, all of the following land and premises situate in the County of Washington, State of Maryland and being more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AN INCORPORATED  
HEREIN

Tax ID: 15-003421

The improvements thereon being known as 11915 Cove Road, Clear Spring, MD  
21722

Subject, however, to the conditions, restrictions, easements, rights of way and other  
matters of record

BEING all and the same fee simple property which, by Deed dated of even date  
herewith and intended to be recorded among the Land Records of the County of  
Washington, Maryland immediately prior hereto, was granted and conveyed by Jo  
DeMar, Inc., a Maryland corporation unto Rebecca Lynne Henson.

ALSO BEING all and the same fee simple property, which was granted and  
conveyed by Rauh Family Limited Partnership, a Maryland Limited Partnership to  
Jo DeMar, Inc., a Maryland Corporation, by deed dated October 22, 2001 and  
recorded in Liber 1707, folio 522 among the Land Records of Washington County,  
Maryland.



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*TO HAVE AND TO HOLD* said land and premises above described or mentioned and hereby intended to be conveyed, together with the buildings and improvements thereupon erected, made or being, and all and every rights, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining, unto and to the only proper use and benefit forever of said Grantee, as sole owner, in fee simple.

*AND* the said Grantor covenants that she will warrant specially the property hereby conveyed; and that she will execute such further assurances of said land as may be requisite.

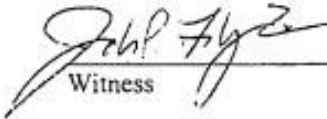
**This no consideration deed transfers an interest in real property to a revocable trusts in which the Grantor is the trustee and a beneficiary.**

(signatures appear on the following page)



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IN TESTIMONY WHEREOF, the undersigned have caused this Deed to be property executed and sealed the day and year first written above.

  
Witness

  
Rebecca Lynne Henson

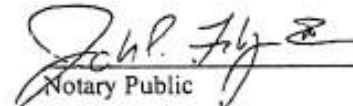
STATE OF MARYLAND )  
COUNTY OF Frederick ) ss:

On this 28<sup>th</sup> day of September, 2024, before me, the undersigned officer, personally appeared **Rebecca Lynne Henson**, known to me to be the person whose name is subscribed to the within instrument, who acknowledged the same to be her act and deed for the purposes therein contained.

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

JOHN P. FOLEY, IV  
NOTARY PUBLIC  
FREDERICK COUNTY  
MARYLAND  
My Commission Expires 11-13-2027

My Commission expires: 11/13/27

  
Notary Public

I hereby certify this instrument was prepared under my supervision and that I am an attorney duly admitted to practice before the Supreme Court of Maryland.

  
John P. Foley, IV

AFTER RECORDING, PLEASE RETURN TO:

Rebecca Lynne Henson  
11915 Cove Road  
Clear Spring, MD 21722

Robert M. Breeding, Treasurer  
Taxes Paid 6-13-2556

6-6-2025  
AGRICULTURE TAX \$ Letter of Intent  
ACREAGE 257.03 Acres  
CLERK Lisa Johnson

RECEIVED FOR TRANSFER  
State Department of  
Assessments & Taxation  
for Washington County  
  
Date 6-6-2025  
3



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**AFFIDAVIT OF CONSIDERATION**

By the execution of this Deed, the parties of the first part hereby certifies under the penalties of perjury that the actual consideration paid or to be paid, is in the sum total of ZERO Dollars (\$0.00).

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Rebecca Lynne Henson





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**Exhibit "A"**

**Legal Description**

All the following described tracts or parcels of land lying contiguous, together with the improvements thereon, situate, lying and being in the Indian Springs Election District No. 15, Washington County, Maryland, and being more particularly described as follows:

**PARCEL NO. 1:** Being a part of a tract called "Kindness Enlarged" and enclosed with the following metes and bounds, courses and distances, to wit: BEGINNING at a marked red oak tree at the end of the fourth line of a deed from Lancelot Jacques to Isaac Lesher, dated April 28, 1840, being also at the end of the fifth line of a deed from Robert Brown and wife to Susan Tice and others, dated February 8, 1869; and running thence with eight lines of the last-mentioned deed South 36° East 28 perches; North 75° East 12 perches; North 83° East 8 perches; North 79° East 17 perches; South 70° East 20 perches to a black oak tree; North 30° East 24 perches; North 18.5° East 8 perches; South 84.25° East 39.5 perches to intersect the seventh line of a deed from Louis Myers to Robert Brown, dated November 11, 1863; and with said line South 22° West 86 perches; South 63.5° East 28 perches to the end of the eighth line of said deed from Louis Myers to Robert Brown; and running thence with the ninth, tenth, eleventh and twelfth lines of said deed South 30° West 158.5 perches; North 75.5° West 59 perches to a stake near a black oak tree on the east side of the Cove Road; North 53° West 32 perches; North 22.5° West 32 perches to the beginning of a deed from said Robert Brown to Haines and others; thence with the lines of said deed North 57° East 23.25 perches; North 20° West 28 perches; North 10° West 12 perches; North 18° West 24 perches; North 25° West 26 perches; North 19° West 18 perches; North 34.5° West 9 perches to intersect the seventeenth line of the aforesaid deed from Louis Myers to Robert Brown; thence with said line North 62° East 92 perches to the place of beginning and containing 179 acres and 12 perches of land, more or less.

**PARCEL NO. 2:** Being part of a tract of land called "Kindness Enlarged" and beginning near a white oak tree on a line of the lands formerly owned by J.B. Haines and Company, standing on the east side of the public road leading from Green Spring Furnace to the Cove, it being also a corner of the land described in the first tract; and running thence, bounding on said land, North 50° East 23.25 perches to a stone pile; North 20° West 28 perches to a stone pile; North 10° West 12 perches to a stone pile; North 18° West 24 perches to a marked black oak tree; North 25° West 26 perches to a marked gum tree; North 19° West 18 perches to a stone pile; North 34.5° West 9 perches to two marked rock oak trees; South 62° West 16.5 perches to a stone standing on the east side of the Cove Road and to intersect the line of the land formerly owned by J.B. Haines and Company; thence with said land South 32° East 27 perches; South 5° East 28 perches; South 36.5° East 24 perches; South 19° West 14 perches; South 22.5° East 33.5 perches to the place of beginning and containing 14 acres and 100 perches of land, more or less.

**PARCEL NO 3:** Being all that tract or parcel of land, beginning at a pine tree and stake, being the northwest corner of a certain tract of land formerly owned by one John Chambers; thence North 62° West with a line of the land formerly belonging to Jacob Krebs 59 perches to a stake and stones; thence North 11° East with said Krebs land 16 perches to a stake and stone at the end of the line of Joseph Kinsell's heirs' land; thence North 42.75° West with said Kinsell land 81 perches to a stone standing on the south side of the turnpike road; thence South 81° West with said turnpike road 30 perches to a stone standing at the northeast corner of a tract of land formerly owned by Isaac Lesher; thence South 8° East with said Lesher land 103 perches to a marked pin oak tree; thence





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South 63.5° West to a stake and pile of stones (approximately 10 perches); thence South 36° East with the land formerly owned by Robert Brown 28 perches to a stake and stones; thence North 75° East with said Brown land 12 perches to a stake and stones; thence North 83° East 8 perches; thence North 89° East with said Brown land 17 perches to a stake and stones; thence South 70° East with said Brown land 20 perches to a marked oak tree and stones; thence North 30° East with said Brown land 24 perches to a pine sapling and stone; thence North 18.5° East 8 perches to a stake and stones; thence South 84.5° East with said Brown land 39.5 perches to a marked black oak tree and stone; thence North 24.5° East with said Chambers land 7.5 perches to the place of beginning and containing 60 acres and 1 rood and 30 perches of land, more or less.

**PARCEL NO. 4:** Being part of a tract of land called "Kindness Enlarged" beginning at a stake at the end of 79 perches on the first line of the whole of said tract; and running South 41.25° West 57 perches; South 1° East 29.5 perches; South 31° East 25 perches; North 63.25° East 96 perches; North 48.5° West 77 perches to the place of beginning and containing 29.3/8 acres of land, more or less.

**SAVING AND EXCEPTING THEREFROM** all the following tracts or parcels of land:

(1) All that tract or parcel of land which was conveyed unto the State of Maryland by Kenneth C. Lang and Barbara H. Lang, his wife, by deed dated August 8, 1962 and recorded in Liber 383, folio 316, among the Land Records of Washington County, Maryland and containing 0.26 acres of land, more or less.

(2) All that tract or parcel of land which was conveyed unto Otas F. Gladhill and Jean I. Gladhill, his wife, as Tenants by the Entirety, and not as Tenants in Common, by Kenneth C. Lang and Barbara H. Lang, his wife, by deed dated June 25, 1969 and recorded at Liber 491, folio 185, among the Land Records of Washington County, Maryland and containing 7.37 acres of land, more or less.

TOGETHER WITH a right of way over that portion of said Mountain Road not included within the boundaries of the aforementioned parcel described in Liber 491, folio 185 for the purposes of ingress to, egress from and the installation and maintenance of utilities serving said parcel of land; AND SUBJECT TO a right of way over that portion of said Mountain Road included within the boundaries of the same described parcel recorded in Liber 491, folio 185 for the same purposes as stated above, to the other lands of said Langs.

(3) All that tract or parcel of land which was conveyed unto David Lee Knable and Sharon Kay Knable, his wife, as Tenants by the Entirety, by Kenneth C. Lang and Barbara H. Lang, his wife, by deed dated August 23, 1974 and recorded in Liber 583, folio 426, among the Land Records of Washington County, Maryland, as shown on plat attached to aforesaid deed and containing 3.08 acres of land, more or less;

TOGETHER WITH AND SUBJECT TO the free ingress, egress and regress to enter upon the existing private road, approximately 40 feet in width, lying immediately north of the property conveyed in Liber 583, folio 426 and extending from the east marginal line of Cove Road a distance of approximately 280 feet.

(4) All that tract or parcel of land which was conveyed unto Daniel J. Hastings by Kenneth C.



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Lang and Barbara H. Lang, his wife, by deed dated June 9, 1975 and recorded at Liber 596, folio 531 among the Land Records of Washington County, Maryland and containing 3.47 acres of land, more or less.

(5) All that tract or parcel of land which was conveyed unto Stuart Andrew Parsley and Judith Mabon Parsley, his wife, as Tenants by the Entirety, by Kenneth C. Lang and Barbara H. Lang, his wife, by deed dated June 2, 1976 and recorded in Liber 615, folio 606, among the Land Records of Washington County, Maryland, as shown on plat attached to said deed and containing 3.38 acres of land, more or less.

(6) All that tract or parcel of land which was conveyed unto John A. Simmers and Tracey K. Simmers, his wife, by Kenneth C. Lang and Barbara H. Lang, his wife, by deed dated April 24, 1991 and recorded at Liber 991, folio 817, among the Land Records of Washington County, Maryland, as shown and designated as Lot 4 on a plat of subdivision entitled "Preliminary/ Final Plat of Subdivision for Kenneth Lang" and recorded among the Plat Records of Washington County, Maryland at Plat Folio 3399; and containing 3.069 acres of land, more or less.

(7) All that tract or parcel of land reserved unto Kenneth C. Lang and Barbara H. Lang, his wife, by deed dated May 20, 1992 and recorded in Liber 1042, folio 550, among the Land Records of Washington County, Maryland and as shown and designated as Lot 5 on that certain plat of subdivision entitled "Preliminary/ Final Plat of Subdivision for Kenneth C. Lang" dated July, 1991 and recorded among the Plat Records of Washington County, Maryland at Plat Folio 3603 and containing 6.35 acres of land, more or less;

TOGETHER WITH AND SUBJECT TO the free ingress, egress and regress to enter upon the existing private road, approximately 40 feet in width, lying immediately north of the property reserved in Liber 1042, folio 550 and extending from the east marginal line of Cove Road a distance of approximately 280 feet.

which has an address of 11915 Cove Road, Clear Spring, Maryland 21722



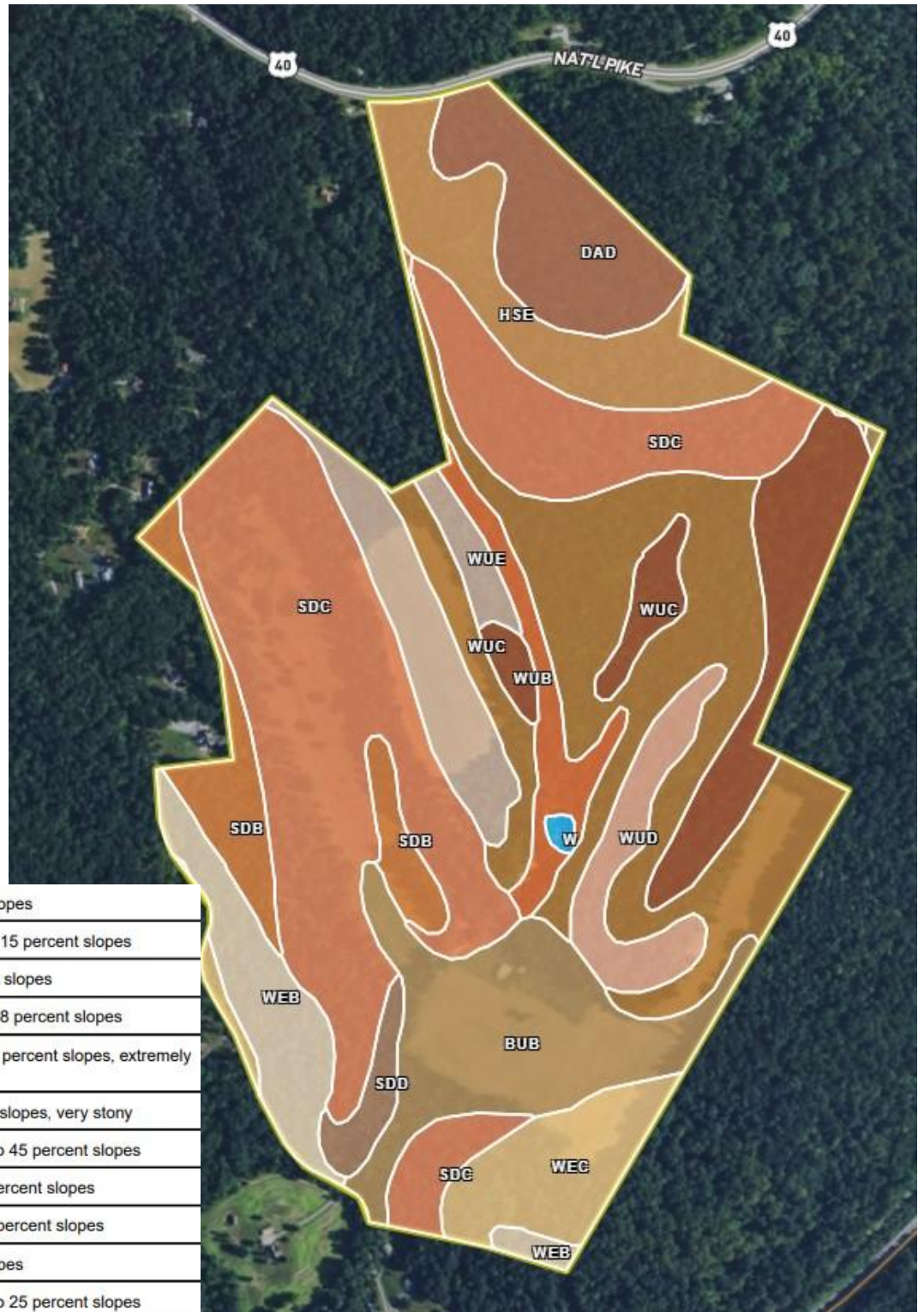


**HURLEY**  
FARM & LAND REAL ESTATE

**AERIAL**







|     |                                                                        |
|-----|------------------------------------------------------------------------|
| SdC | Sideling gravelly loam, 8 to 15 percent slopes                         |
| WuC | Wurno-Nollville channery silt loams, 8 to 15 percent slopes            |
| BuB | Buchanan channery loam, 3 to 8 percent slopes                          |
| WuB | Wurno-Nollville channery silt loams, 3 to 8 percent slopes             |
| HsE | Hazleton channery sandy loam, 25 to 45 percent slopes, extremely stony |
| DaD | Dekalb channery loam, 15 to 25 percent slopes, very stony              |
| WuE | Wurno-Nollville channery silt loams, 25 to 45 percent slopes           |
| WeB | Weikert very channery silt loam, 3 to 8 percent slopes                 |
| WeC | Weikert very channery silt loam, 8 to 15 percent slopes                |
| SdB | Sideling gravelly loam, 3 to 8 percent slopes                          |
| WuD | Wurno-Nollville channery silt loams, 15 to 25 percent slopes           |
| CkB | Clearbrook channery silt loam, 0 to 8 percent slopes                   |
| SdD | Sideling gravelly loam, 15 to 25 percent slopes                        |
| W   | Water                                                                  |



**MEMORANDUM OF SALE OF REALTY AT PUBLIC AUCTION**

At Clear Spring, Maryland

This will certify that the undersigned purchaser (the "Purchaser") hereby acknowledges that on **August 21, 2026**, at 11915 Cove Road, Clear Spring, Maryland 21722, Purchaser did purchase at public auction held by Hurley Real Estate and Auctions, acting on behalf of the seller, Brian A. Kane, Esq., Successor Trustee of the Joanne Keller May Revocable Trust u/a/d June 4, 2012, the real property known as **11915 Cove Road, Clear Spring, Maryland 21722**, for the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

The Purchaser, having paid to the auctioneer the sum of **Twenty-Five Thousand Dollars (\$25,000.00)**, receipt of which is hereby acknowledged by the auctioneer, as a deposit pursuant and subject to the terms of sale, hereby agrees to comply with the terms of sale of the real property as set forth in the attached Terms of Sale, which terms are incorporated herein by reference.

Dated: \_\_\_\_\_, 2026

**AUCTIONEER:**

**PURCHASER:**

Hurley Auctions and Real Estate

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_





### 11915 Cove Road, Clear Spring, Maryland 21722

**Terms of Sale:** A deposit of \$25,000.00 in the form of certified check, cashier's check or money order will be required of the purchaser at time and place of sale. The purchase price shall be the highest bid price plus a buyer's premium of 2% of the highest bid price. The balance of the purchase price is payable in cash on the later of (i) within ten (10) days of final ratification of the sale by the Circuit Court, or (ii) within sixty (60) days of sale. There will be no abatement of interest due to the purchaser in the event additional funds are tendered before settlement. THE PROPERTY IS SOLD "AS-IS, WHERE-IS, WITH ALL FAULTS" and all warranties, express or implied, disclaimed to the full extent permitted by applicable law. TIME IS OF THE ESSENCE FOR THE PURCHASER. Adjustment of all real property taxes (excepting agricultural transfer taxes if applicable) and any and all public and/or private charges or assessments, to the extent such amounts survive foreclosure sale, including water/sewer, ground rent and front foot benefit charges, to be adjusted to date of sale and thereafter assumed by purchaser. Purchaser is responsible for any recapture of homestead tax credit. All transfer taxes and recordation taxes, and any agricultural transfer taxes shall be paid by Purchaser. Condominium fees and/or homeowners association dues, if any, shall be assumed by the purchaser from the date of sale. Purchaser shall conduct water quality testing of any private or domestic water supply well on the property or waive in writing the water quality testing requirements of Md. Code Ann., Real Property § 10-713. THE PROPERTY IS SOLD SUBJECT TO AN AGRICULTURAL LEASE and Purchaser agrees that the farm tenant has the absolute right to tenant's crops then growing on the Property, and to tend and cultivate such crops until harvest in the ordinary course, and to then remove same as such tenant's sole and separate property, and such tenant shall until such removal have a continued right to access the property for all purposes necessary or incident thereto. Purchaser is responsible for obtaining physical possession of the property, and assumes risk of loss or damage to the property from the date of sale. If purchaser fails to settle within ten (10) days of ratification, subject to order of court, purchaser agrees that the property will be resold and entire deposit retained by Successor Trustee as liquidated damages for all losses occasioned by the purchaser's default and purchaser shall have no further liability. The purchaser waives personal service of any papers filed in connection with its failure to settle within ten (10) days of ratification and expressly agrees to accept service by first class mail at the address provided by the purchaser as identified on the Memorandum of Sale. The defaulted purchaser shall not be entitled to any surplus proceeds resulting from said resale even if such surplus results from improvements to the property by said defaulted purchaser. The Successor Trustee will convey either marketable or insurable title by trustee's deed, without any covenant or warranty, expressed or implied. If Successor Trustee cannot convey either marketable or insurable title, or if ratification of the sale is denied by the Circuit Court for any reason, the purchaser's sole and exclusive remedy, at law or equity, is a return of the deposit without interest.





**IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND**

CHRISTOPHER MAY, et al.,

\*

Plaintiffs

\*

v.

\*

Case No. C-21-CV-22-000340

REBECCA HENSON, et al.,

\*

Defendants

\*

**AFFIDAVIT OF PURCHASER**

The undersigned, being over the age of 18 and competent to testify, hereby affirms that

(1) [Choose one]

☐ he/she acted as agent for \_\_\_\_\_, principal

[or]

☐ he/she acted on his/her own behalf as purchaser at the sale reported herein;

that

(2) by bid made by \_\_\_\_\_ the property located at 20101 Marble Quarry Road, Keedysville, Maryland 21756 was bought by said purchaser as principal;

(3) that:

☐ no others were interested as principals in said sale

[or]:

☐ the following persons were interested as principals in said sale:

\_\_\_\_\_;

(4) that the purchaser did not directly or indirectly discourage anyone from bidding on said property; and

(5) that the purchase price was \$ \_\_\_\_\_.

The undersigned solemnly affirms under the penalties of perjury that the contents of the foregoing paper are true and correct to the best of his or her knowledge, information and belief.



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## AFFIDAVIT OF PURCHASER

Date: \_\_\_\_\_

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

K:\2026 Client Files\May, Joanne Keller Revocable Trust, BAK Successor Trustee\Hurley Auctions\Auction Sale Forms - Memo, Report, etc\Affidavit of Purchaser - Marble Quarry.docx





**Successor Trustee's Sale of Real Property**

Pursuant to an Order of the Circuit Court for Washington County, Maryland, dated April 22, 2026, in Case No. C-21-CV-22-000340, Brian A. Kane, Esq., Successor Trustee of the Joanne Keller May Revocable Trust u/a/d June 4, 2012, will sell at public auction at

11915 Cove Rd, Clear Spring, MD 21722, on August 21, 2026, at 2 AM(PM)

All that lot or parcel of ground, together with any buildings or improvements there, located in Washington County, Maryland, known as 11915 Cove Rd, Clear Spring, MD 21722, and more fully described in a Deed dated 25th day of May, 2024, and recorded in Liber 7705, folio 229, among the Land Records of Washington County, Maryland.

**Terms of Sale:** A deposit of \$25,000.00 in the form of certified check, cashier's check or money order will be required of the purchaser at time and place of sale. The balance of the purchase price is payable in cash on the later of (i) within ten (10) days of final ratification of the sale by the Circuit Court, or (ii) within sixty (60) days of sale. There will be no abatement of interest due to the purchaser in the event additional funds are tendered before settlement. THE PROPERTY IS SOLD "AS-IS, WHERE-IS, WITH ALL FAULTS" and all warranties, express or implied, disclaimed to the full extent permitted by applicable law. TIME IS OF THE ESSENCE FOR THE PURCHASER. Adjustment of all real property taxes (excepting agricultural transfer taxes if applicable) and any and all public and/or private charges or assessments, to the extent such amounts survive foreclosure sale, including water/sewer, ground rent and front foot benefit charges, to be adjusted to date of sale and thereafter assumed by purchaser. Purchaser is responsible for any recapture of homestead tax credit. All transfer taxes and recordation taxes, and any agricultural transfer taxes shall be paid by Purchaser. Condominium fees and/or homeowners association dues, if any, shall be assumed by the purchaser from the date of sale. THE PROPERTY IS SOLD SUBJECT TO AN AGRICULTURAL LEASE and Purchaser agrees that the farm tenant has the absolute right to tenant's crops then growing on the Property, and to tend and cultivate such crops until harvest in the ordinary course, and to then remove same as such tenant's sole and separate property, and such tenant shall until such removal have a continued right to access the property for all purposes necessary or incident thereto. Purchaser is responsible for obtaining physical possession of the property, and assumes risk of loss or damage to the property from the date of sale. If purchaser fails to settle within ten (10) days of ratification, subject to order of court, purchaser agrees that the property will be resold and entire deposit retained by Successor Trustee as liquidated damages for all losses occasioned by the purchaser's default and purchaser shall have no further liability. The purchaser waives personal service of any papers filed in connection with its failure to settle within ten (10) days of ratification and expressly agrees to accept service by first class mail at the address provided by the purchaser as identified on the Memorandum of Sale. The defaulted purchaser shall not be entitled to any surplus proceeds resulting from said resale even if such surplus results from improvements to the property by said defaulted purchaser. The Successor Trustee will convey either marketable or insurable title by trustee's deed, without any covenant or warranty, expressed or implied. If Successor Trustee cannot convey either marketable or insurable title, or



**HURLEY**  
FARM & LAND REAL ESTATE

## SUCCESSOR TRUSTEE'S SALE OF REAL PROPERTY

if ratification of the sale is denied by the Circuit Court for any reason, the purchaser's sole and exclusive remedy, at law or equity, is a return of the deposit without interest.



11915 Cove Road, Clear Spring, Maryland 21722

**MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT**

**NOTICE TO SELLER(S):** Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the **RESIDENTIAL PROPERTY DISCLOSURE STATEMENT**.

Except for the latent defects listed below, the undersigned seller(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The seller(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Section 10-702 also requires the seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

- (1) A purchaser would not reasonably be expected to ascertain or observe by a careful visual inspection of the real property; and
- (2) Would pose a direct threat to the health or safety of:
  - (i) the purchaser; or
  - (ii) an occupant of the real property, including a tenant or invitee of the purchaser.

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

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Seller P. Smith, Successor Trustee Date June 3, 2026

Seller \_\_\_\_\_ Date \_\_\_\_\_

The purchaser(s) acknowledge receipt of a copy of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Purchaser \_\_\_\_\_ Date \_\_\_\_\_





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

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



***Acceptable Methods of Payment***

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

***Example Bank Letter of Guarantee:***

Date: (Date of letter)

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

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

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

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

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

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

Sincerely,

Name of Officer  
Title  
Bank & Location  
Office Phone #





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## 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.

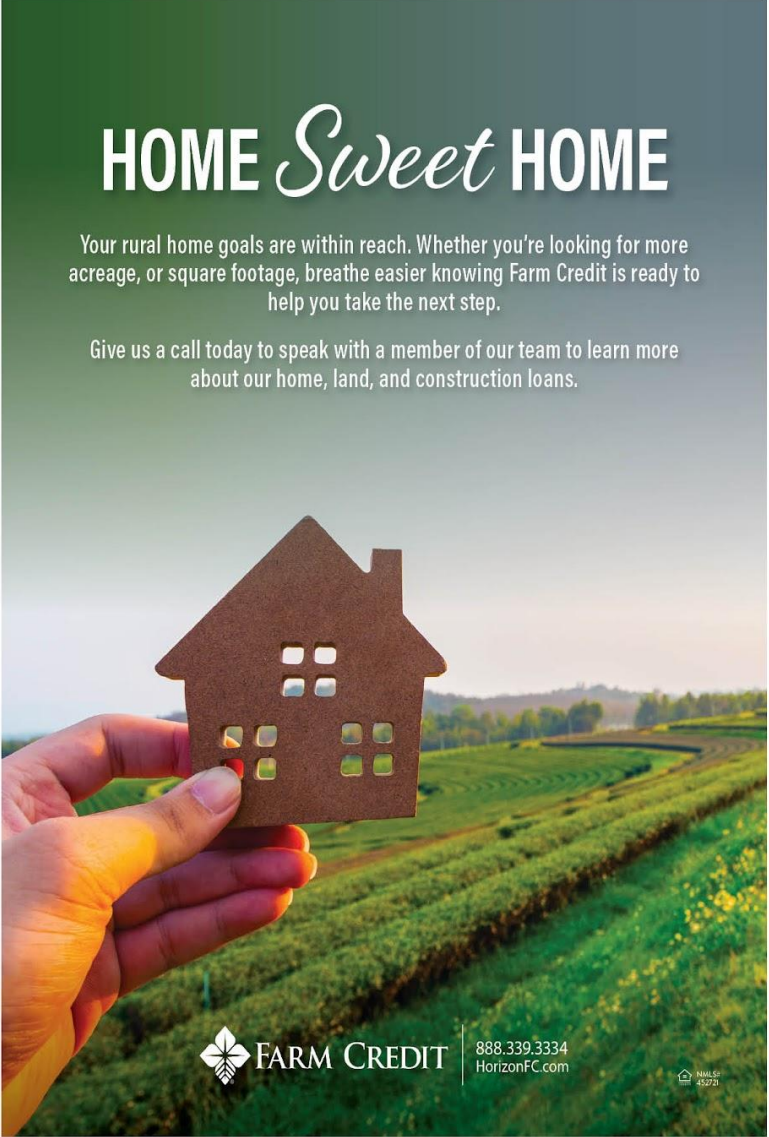


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## SETTLEMENTS

*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  
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## 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 | <a href="mailto:clint@kullalaw.com">clint@kullalaw.com</a> |



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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*,  
your *legacy*,  
sold *right*.**



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