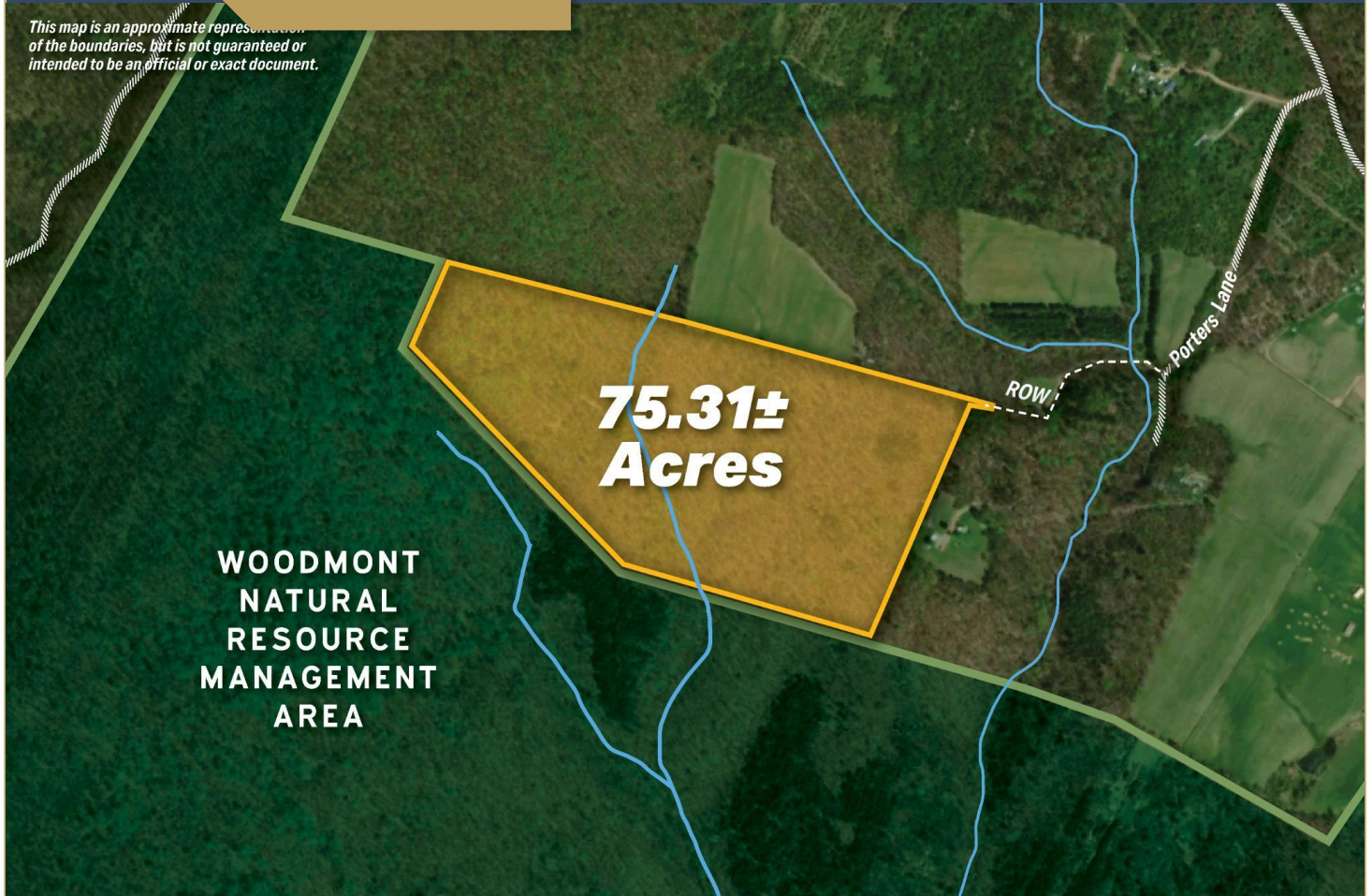


HURLEY

REAL ESTATE & AUCTIONS

2800 BUCHANAN TRL E | GREENCASTLE | PA 17225

This map is an approximate representation of the boundaries, but is not guaranteed or intended to be an official or exact document.



75.31± Acres off Porters Ln, Hancock, MD 21750

OUTSTANDING 75+/- ACRES WITH GREAT HUNTING!

75+/- Acres with excellent hunting and privacy! Borders the 3,400 acre Woodmont Natural Resources Management area for additional recreational opportunities!

Auction Date: Friday, August 14, 2026 @ 1pm

Open Houses: Saturday, August 1, 2026, 10am-12pm
Wednesday, August 5, 2026, 3-5pm

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
- Plat
- Aerial
- Forest Conservation Easement
- Conditions of Public Sale
- How to Buy Real Estate at Auction
- Methods of Payment
- Financing Available
- Settlement Companies

If you have any questions after reviewing this report, please don't hesitate to call any time. We are looking forward to seeing you at the auction on August 14, 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: \$10,000 in certified funds day of auction. (See Payment & Financing page for detailed info.)
Announcements made on the day of sale take precedence over all printed material. 2% Buyers premium will be added to final bid price.

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

Buyer possession: Buyer will have immediate possession upon closing.

General Information: OUTSTANDING 75+/- ACRES IN HANCOCK, MD! This property offers incredible hunting and recreational opportunities. It is private and borders the 3,400 acre Woodmont natural resource management area offering excellent opportunities for hunting, hiking, horseback riding, bird watching, mountain biking, and more! There is abundant wildlife including deer, turkey, and more! Also with groomed trails which stretch through the entire property and mature timber scattered throughout! The property is in a forest retention easement program, but there is a .75+/- acre unrestricted area, which would be an excellent location to build a house! Access to the property is through a 30 foot deeded right of way. Convenient to I 70, Rt 68 and other routes!

Acreage: 75.31± Acres

County: Washington

Zoning/Land Use: Please call Washington County

Planning and Zoning at (240) 313-2430

Taxes: Approximately \$147

Tax ID: 2205004063

Utilities:

- Water: None
- Sewer: None

School District: Washington County Public
Schools

Local Hospital: War Memorial Hospital



350410532

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

Lincoln Title & Settlement Services
12916 Conamar Drive
Suite 202
Hagerstown, MD 21742
File Number: LT08-0144EB
Tax ID Number: 05-004063

This Deed, made this 2nd day of May, 2008, by and between Colleen M. Warner, Trustee of **The Colleen M. Warner Revocable Trust dated April 27, 2006**, GRANTOR, and **Bowman 2000, LLC**, a Maryland limited liability company, GRANTEE.

- Witnesseth -

That for and in consideration of the sum of Two Hundred Sixty Nine Thousand Two Hundred Twenty Two Dollars 32/100 (\$269,222.32), which includes the amount of any outstanding Mortgage or Deed of Trust, if any, the receipt whereof is hereby acknowledged, the said Grantor does grant and convey to the said Bowman 2000, LLC, a Maryland limited liability company, in fee simple, all that lot of ground situate in the County of Washington, State of Maryland and described as follows, that is to say:

Situate approximately 400 feet west of the end of Porters Lane and approximately 0.50 miles southwest from its intersection with Porters Lane and Exline Road in Election District No. 5, Washington County, Maryland and being more particularly described in accordance with a survey dated April 2008 by Frederick, Seibert and Associates, Inc. as follows:

Beginning at a recovered axle located at the most northwestern corner of lands now or formerly of Sandra K. Gordon and recorded at Liber 848, folio 731, said point also being located at the end of the eighth (or N 25°06'16" E) line of the above referenced deed, said point also being the same as called for at the end of the twelfth line (or N 69°40' W) of lands now or formerly of Loyal and Regina McCusker and recorded at Liber 1519, folio 192, thence running in a clockwise direction and running along adjoining lands of Sandra K. Gordon (Liber 848, Folio 731) S 23°48'21" W 106.78 feet to 1" iron pipe, thence continuing along the lands of Sandra K. Gordon S 23°42'44" W 393.23 feet to 5/8" rebar, thence leaving the lands of Sandra K. Gordon and running along the lands of Wayne Hovermale et. ux. (Liber 848, folio 330) S 23°42'49" W 938.69 feet to an iron pipe in stone pile witness by a blazed oak, thence leaving the lands of Wayne Hovermale and running along the lands of Maryland Natural Resources (Liber 1246, folio 258) the following three courses and distances: N 73°03'31" W 1406.38 feet to a stone pile witness by a blazed oak and maple, thence N 43°53'42" W 1661.03 feet to a large stone pile found at the base of Sideling Hill Mountain, thence N 23°05'53" E 530.36 feet to a large stone pile found, said large stone pile being at the end of the sixth line or (N 68°32' W 660 feet) of a deed from Associated Orchards, Inc. to Harold Manning and E. Regina Manning, his wife by deed dated November 30, 1959 and recorded in Liber 353, folio 206 among the Land Records of Washington County, Maryland, thence leaving the lands of Maryland Natural Resources and running along lands of Loyal and Regina McCusker (Liber 1519, folio 192, Parcel #3 and Parcel #1) the following three courses and distances: S 75°14'38" E 640.78 feet to a 3" iron pipe, thence S 74°50'53" E 686.12 feet to a 3" iron pipe, said 3" iron pipe being also the



3504 0533

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

common corner of Parcel #3 and Parcel #1 of aforementioned deed, thence S 74°39'49" E 1644.32 feet to the place of beginning; containing 79.60 acres of land more or less.

Said lands are conveyed together with any right, title, interest and right-of-way over Porters Lane, including all tacking rights of prescriptive use that the Grantor and their predecessors have over the existing lane (known as Porters Lane) from the hereon described property and lands of Sandra K. Gordon's property to the public road known as Exline Road.

BEING the same property conveyed unto Colleen M. Warner, Trustee of the Colleen M. Warner Revocable Trust dated April 27, 2006 by Deed from Colleen M. Warner, dated August 8, 2006 and recorded in the Land Records of the County of Washington, Maryland, in Liber 3115, Folio 539.

Together with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

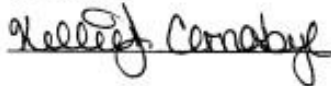
Subject to all covenants, conditions, restrictions, easements, limitations and rights-of-way of record.

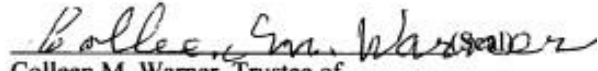
To Have and To Hold the said tract of ground and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Bowman 2000, LLC, a MD limited liability company, in fee simple.

And the Grantor hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant specially the property hereby granted; and that it will execute such further assurances of the same as may be requisite.

As Witness the hand and seal of said Grantor, the day and year first above written.

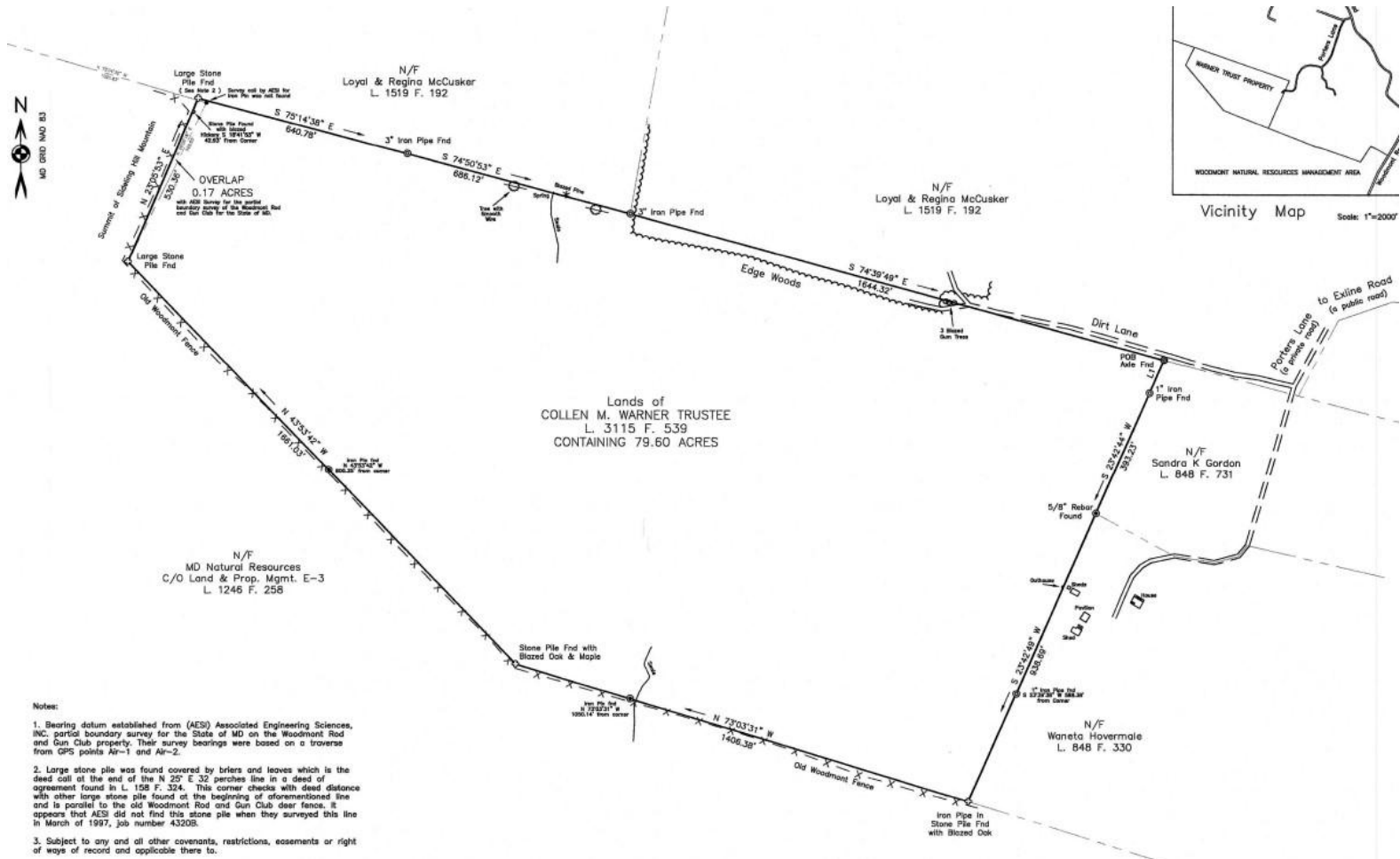
WITNESS:




Colleen M. Warner, Trustee of
The Colleen M. Warner Revocable Trust
dated April 27, 2006

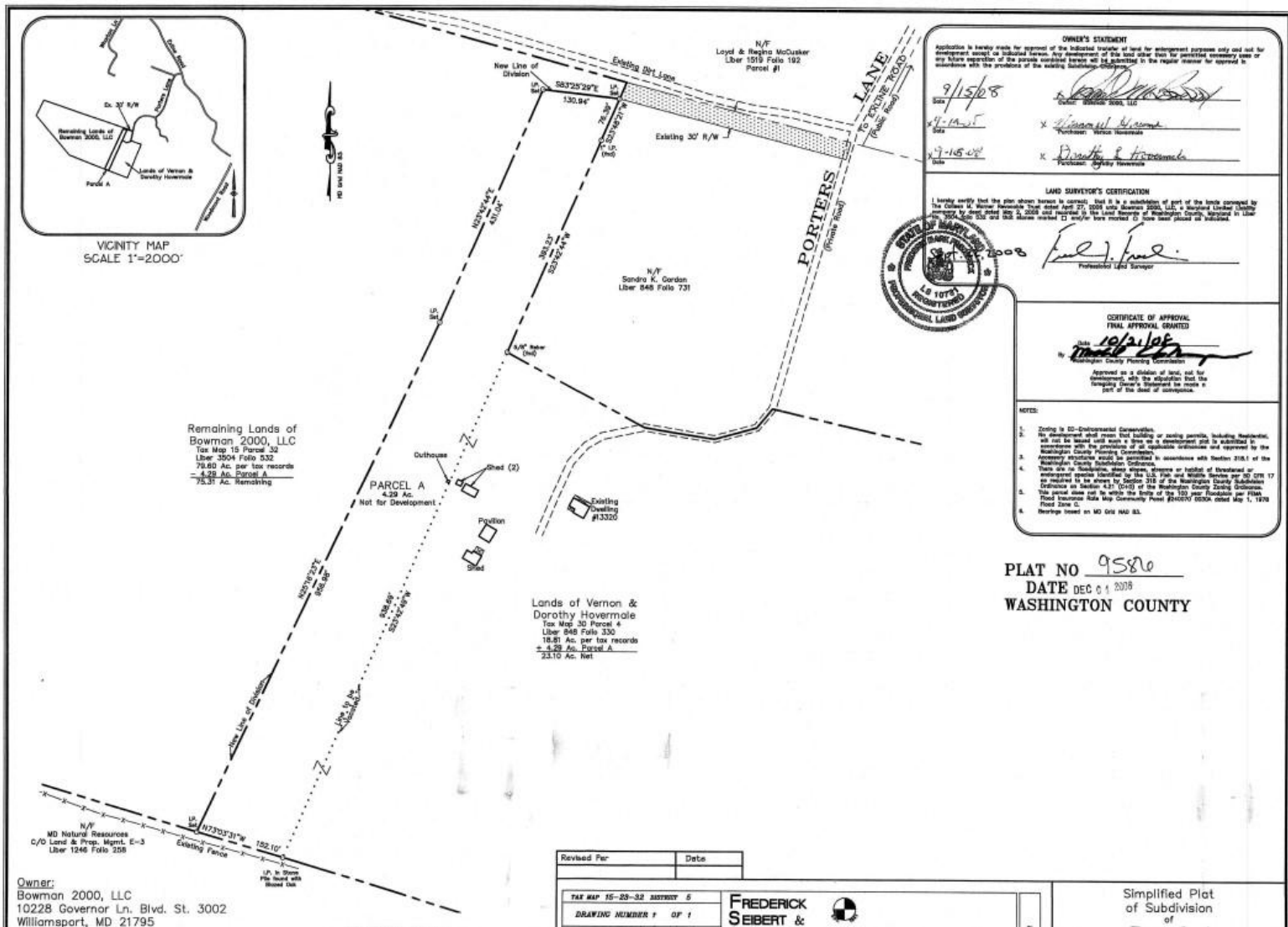


79.6 acre plat prior to a minor subdivision.





Minor subdivision





HURLEY
FARM & LAND REAL ESTATE

AERIAL

*This map is an approximate representation
of the boundaries, but is not guaranteed or
intended to be an official or exact document.*

**75.31±
Acres**

**WOODMONT
NATURAL
RESOURCE
MANAGEMENT
AREA**

ROW

Porters Lane



CONSERVATION EASEMENT ADDENDUM

ADDENDUM dated _____ to Contract of Sale
between Buyer _____
and Seller **Bowman 2000 LLC**
for Property known as **75.31± Acres off Porters Ln, Hancock, MD 21750** Tax ID: **2205004063**

THE PROPERTY IS ENCUMBERED BY ONE OR MORE CONSERVATION EASEMENTS OR OTHER RESTRICTIONS LIMITING OR AFFECTING USES OF THE PROPERTY. MARYLAND LAW REQUIRES THAT THE VENDOR DELIVER TO THE BUYER COPIES OF ALL CONSERVATION EASEMENTS ON OR BEFORE THE DAY THE CONTRACT IS ENTERED INTO. THE BUYER SHOULD REVIEW ALL CONSERVATION EASEMENTS CAREFULLY TO ASCERTAIN THE BUYER'S RIGHTS, RESPONSIBILITIES AND OBLIGATIONS UNDER THE CONSERVATION EASEMENTS, INCLUDING ANY REQUIREMENT THAT AFTER THE SALE THE BUYER MUST INFORM THE OWNER OF THE CONSERVATION EASEMENT OF THE SALE OF THE PROPERTY.

"Conservation easement" means an easement, covenant, restriction, or condition on real property, including an amendment to an easement, covenant, restriction, or condition, as provided for in § 10-705 of the Real Property Article, Annotated Code of Maryland that is:

1. Owned by:
 - a. The Maryland Environmental Trust;
 - b. The Maryland Historical Trust;
 - c. The Maryland Agricultural Land Preservation Foundation;
 - d. The Maryland Department of Natural Resources;
 - e. A county or municipal corporation and is funded by the Maryland Department of Natural Resources, the Rural Legacy Program, or a local agricultural preservation program; or
 - f. A land trust ("land trust" means an organization that: (i) is a qualified organization under § 170(h)(3) of the Internal Revenue Code and regulations adopted under that section; and (ii) has executed a cooperative agreement with the Maryland Environmental Trust); or
2. Required by a permit issued by the Department of the Environment.

A Buyer who receives this notice and copies of the easements on or before entering into a contract of sale for the Property does not have a right to rescind the contract of sale based on the information received from the Seller.

A Buyer who does not receive this notice and copies of the easements on or before entering into a contract of sale for the Property, on written notice to the Seller or Seller's Agent:

1. Has the unconditional right to rescind the contract at any time before, or within 5 days after, receipt of the notice and copies of the easement; and
2. Is entitled to the immediate return of any deposits made in accordance with the contract.

Within 30 calendar days after settlement, the Buyer shall notify the owner of a Conservation Easement of the sale of the Property. The notification shall include, to the extent reasonably available:

1. The name and address of the Buyer;
2. The name of the Seller;
3. The address of the Property; and
4. The date of the sale of the Property.

Seller and Buyer shall be entitled to rely upon the conservation easement recorded in the Land Records of the County where the Property is located in satisfaction of the requirements of this Addendum.

All other terms and conditions of the Contract of Sale remain in full force and effect.

Buyer Signature Date

Seller Signature Date

Buyer Signature Date

Seller Signature Date





FOREST CONSERVATION ORDINANCE EASEMENT

This Forest Conservation Ordinance Easement (the "Easement") is made this 22ND day of JUNE, 2016, by and between Bowman Hollyhock, LLC (the "Grantor") and the City of Hagerstown, Maryland (the "Grantee").

RECITALS

WHEREAS, the City of Hagerstown, Maryland is a municipal corporation existing under and by virtue of the laws of the State of Maryland; and

WHEREAS, the City of Hagerstown has adopted a Forest Conservation Ordinance to preserve and maintain the natural resources of the City; and

WHEREAS, Grantor owns and manages land (the "Property") as depicted on this plat of record, and being the land conveyed unto the Grantor by the Board of County Commissioners of Washington County, Maryland by deed dated October 1, 2013, and recorded among the Land Records of Washington County, Maryland in Liber 4642, Folio 192, as depicted on this plat; and

WHEREAS, the Grantor has chosen to develop the Property and is therefore required by Chapter 140 of the Code of the City of Hagerstown (the "Ordinance"), to reforest, afforest or retain existing forest on a portion of the Property, as described on this plat; and

WHEREAS, the Grantor has complied with the Ordinance and desires to place the Easement Area in permanent protection as required by the Ordinance and as set forth in that certain Forest Conservation Plan, number: FS-2014-____, which has been approved by the City of Hagerstown (the "Forest Conservation Plan") and is kept in the Planning Department offices at City Hall, Hagerstown, Maryland; and

WHEREAS, this Easement provides for the permanent protection of the Easement Area shown on this plat; and

WHEREAS, it is the intent of the parties that notwithstanding the possible effect of the common law doctrine of merger, this Easement shall not merge with the fee simple title, but shall remain effective and shall run with the land.

NOW, THEREFORE, for and in consideration of the foregoing and the covenants, terms, conditions and restrictions (the "Terms") hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the parties, Grantor unconditionally and irrevocably hereby grants and conveys unto Grantee, its successors and assigns, forever and in perpetuity a Conservation Easement of the nature and character and to the extent hereinafter set forth, with respect to the Easement Area.

ARTICLE I. DURATION OF EASEMENT

This Easement shall be perpetual. It is an easement in gross and as such is inheritable and assignable and runs with the land as an incorporeal interest in the Property, enforceable with respect to the Property by the Grantee against the Grantor and its respective personal representatives, heirs, successors and assigns. The Terms contained herein shall run with the Property and shall bind the Grantor and its heirs, personal representatives, successors and assigns.

It is the intention of the parties that by grant of this Easement, the estate in fee simple held by Grantor and the easement in the estate conveyed herein to Grantee shall not merge, but shall be separate and distinct and the easement granted herein shall not extinguish and shall bind all successors in interest to Grantor.

ARTICLE II. COMPLIANCE WITH THE FOREST CONSERVATION PLAN
AND THE FOREST CONSERVATION ORDINANCE

The Grantor shall comply with the Terms of the Conservation Plan and the Ordinance on the Easement Area. All rights not otherwise prohibited by this Easement shall be exercised using best management practices and shall be consistent with a forest stewardship plan prepared by a licensed, registered forester and approved by the Grantee.

ARTICLE III. PROHIBITED ACTIVITIES

A. No commercial or recreational activities and no cutting of trees shall occur on the Easement Area, except for:

- i. passive recreational activities that do not result in the destruction of, or harm the viability of the trees in the Easement Area;
- ii. wildlife management with the approval of the Grantee; and
- iii. forest management, and tree maintenance practices pursuant to a forest stewardship plan prepared by a licensed, registered forester, with the approval of the Grantee.

B. No materials may be dumped, placed or stored in the Easement Area, including, but not limited to, ashes, sawdust, bark, trash, garbage, rubbish, dredge spoil, chemicals, pesticides, fertilizers, abandoned vehicles, appliances, or machinery.

C. No excavation of materials is permitted in the Easement Area, including, but not limited to, dredging, mining and removal of loam, gravel, soil, rock, sand, coal and petroleum.

D. No building, facility, means of access or other structure shall be constructed in the Easement Area after the date of this Conservation Easement.

E. The following activities are prohibited within the Easement Area: placing structures or foundations, placing of impervious surfaces, grading, and disposing of liquids other than clean water runoff.

F. The Easement Area may not be divided or subdivided without the prior written consent of the Grantee.

G. Grantee, its employees and agents and its successors and assigns, have the right with reasonable notice, to enter the Easement Area at reasonable times for the purpose of inspecting the Easement Area to determine whether the Grantor, its personal representative, heirs, successors or assigns are complying with the Terms of this Easement.



ARTICLE IV. MISCELLANEOUS

- A. Grantor and its assigns shall disclose these Terms in any subsequent sales contracts, leases, mortgages, deeds and/or other legal instruments by which any interest in the Property is conveyed.
- B. Grantor shall notify Grantee in writing of the names and addresses of any party to whom the Property, or any part thereof, is to be granted, conveyed or otherwise transferred at or prior to the time said transfer is consummated.
- C. All written notice required by these Terms shall be sent to the current Grantor at such address as is shown in the County tax records, and for the Grantee, to the City Forest Conservation Program Coordinator, Department of Planning, City Hall, 1 East Franklin Street, Hagerstown, Maryland, 21740.
- D. Upon any breach of any of the Terms, the Grantee shall have the right to enforce this agreement in accordance with any or all of the remedies provided in the Ordinance or otherwise available at law. Additionally, upon any breach of the Terms by Grantor, Grantee may exercise any or all of the following remedies:
1. institute suits to enjoin any breach or enforce any covenant by ~~ex parte~~ temporary, and/or permanent injunction either prohibitive or mandatory; and
 2. require that the Property be restored promptly to the condition required by this Conservation Easement.
- The Grantee's remedies shall be cumulative and shall be in addition to any other rights and remedies available to Grantee at law or equity. If Grantor is found to have breached any of the Terms, Grantor shall reimburse Grantee for any costs or expenses incurred by Grantee, to repair or restore the Conservation Easement area to an appropriate condition, and for all additional costs, including court costs and reasonable attorney's fees.
- E. No failure on the part of the Grantee to enforce any Term hereof shall discharge or invalidate such Term or any other Term hereof or affect the right of the Grantee to enforce the same in the event of a subsequent breach or default.
- F. This Easement shall be construed pursuant to the laws of the State of Maryland.
- G. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Easement. If any Term is found to be invalid, the remainder of the Terms of this Easement, and the application of such Term to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.
- H. This Easement is based upon a form that assures there is a single Grantor and a single Grantee. In the event that this assumption is wrong for this Easement, then, as appropriate, any Term assuming a singular Grantor or Grantee shall be interpreted to mean multiple Grantors or Grantees, as the case may be.
- I. The terms "Grantor" and "Grantee" wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and their personal representatives, heirs, successors, and assigns and the above-named Grantee and its successors and assigns.
- J. Except to the extent provided for by State or local law, nothing herein contained shall relieve the Grantors of the obligation to pay taxes in connection with the ownership or transfer of the Property.

TO HAVE AND TO HOLD unto the City of Hagerstown, its successors and assigns, forever. The covenants agreed to and the terms, conditions and restrictions imposed as aforesaid shall be binding upon Grantor, its survivors, agents, personal representatives, heirs, assigns and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the Easement Area.

AND said Grantor hereby covenants that they have not done or suffered to be done any act, matter of thing whatsoever, to encumber the Easement Area hereby conveyed, that they will warrant specially the Easement Area granted and that they will execute such further assurances of the same as may be requisite.

Witness the due execution of this Easement on the day and year first above written.

GRANTOR:



OWNED BY:

Bowman 2000 LLC

LOCATED AT:

75.31± Acres off Porters Ln, Hancock, MD 21750

Tax ID: 2205004063

1. **Highest Bidder** | The highest and best bidder shall be the Buyer. The Seller, however, reserves the right to reject any and all bids and to adjourn the sale to a subsequent date. The Auctioneer has the sole discretion of setting bidding increments. If any disputes arise to any bid, the Auctioneer reserves the right to cause the property to be immediately put up for sale again.
2. **Real Estate Taxes/Utilities** | All real estate taxes and utilities shall be pro-rated between the Buyer and Seller to the date of settlement on a fiscal year basis. All real estate taxes for prior years have or will be paid by the Seller.
3. **Transfer Taxes** | Seller shall pay 1/2 of the realty transfer tax and Buyer shall pay 1/2 of the realty transfer tax, provided, however that the Buyer shall be responsible for any additional transfer taxes imposed.
4. **Terms** | \$10,000 or — % handmoney, 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 September 23, 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 2 % plus the bid price shall establish purchase price.
5. **Forfeiture** | The time for settlement shall be of the essence. If the Buyer fails to comply with these terms of sale, Seller shall have the option of retaining all deposit monies or other sums paid by Buyer on account of the purchase price as Seller shall elect: (a) as liquidated damages, in which event Buyer and Seller shall be released from further liability or obligation and this agreement shall be null and void, or (b) on account of the purchase price, or as monies to be applied to Seller's damages as Seller may elect.
6. **Marketable Title** | A good and marketable title will be given free and clear of all liens and encumbrances. The real estate is being sold subject to restrictions and rights-of-way of record in the Washington 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. The Seller may assign this agreement to a qualified intermediary to facilitate a 1031 exchange. The Buyer agrees to this assignment and will sign a notice of assignment at closing.
13. This agreement shall survive closing.
14. This agreement may be signed and transmitted by email.
15. Buyer and Seller agrees that Hurley Auctions and Hurley Real Estate and Auctions may collaborate on any aspect of this contract. The scope of collaboration shall include but is not limited to the negotiation, advertising, execution, sharing of resources, sharing of fees, and performance of any aspect whatsoever of the contract.



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

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



Acceptable Methods of Payment

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

Example Bank Letter of Guarantee:

Date: (Date of letter)

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

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

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

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

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

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

Sincerely,

Name of Officer
Title
Bank & Location
Office Phone #



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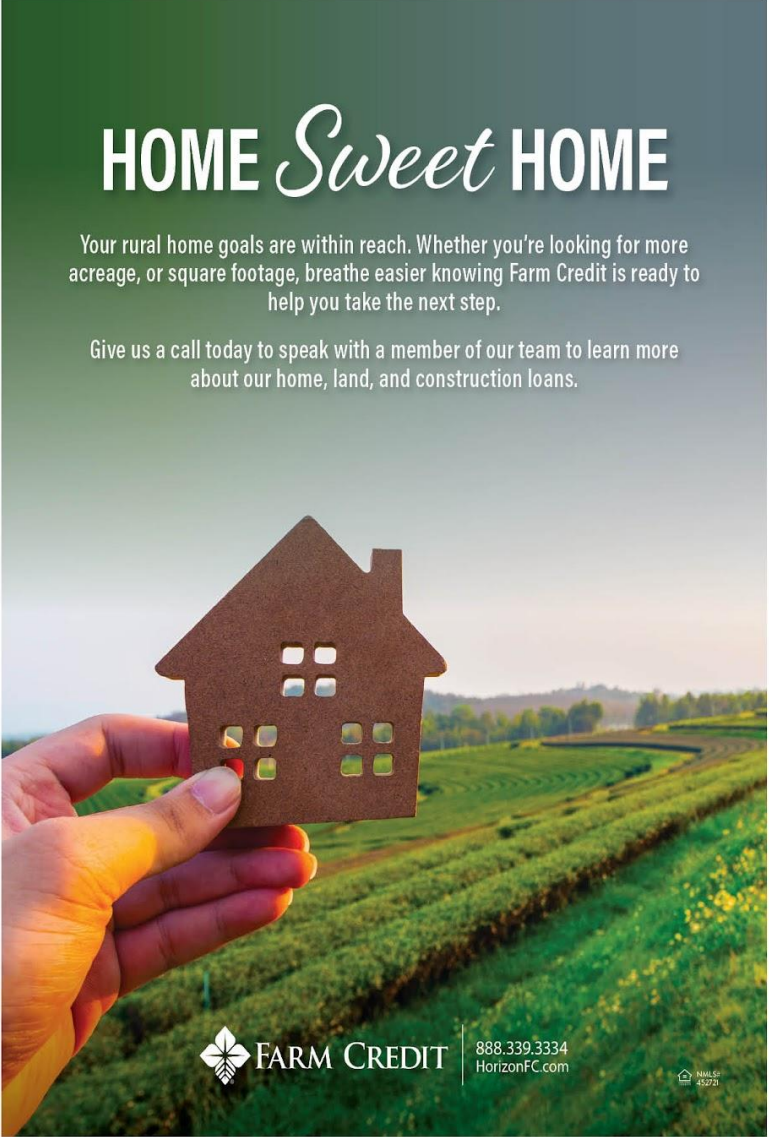


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The following settlement companies are familiar with the auction process and have representatives available to assist you in all your real estate auction settlement needs.



Nathan C. Bonner — Title Agent

2021 E Main St, Waynesboro, PA 17268
983 Lincoln Way E, Suite 1, Chambersburg, PA 17201
(717) 762-1415 or (717) 263-5001
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Clinton T. Barkdoll | Attorney/Title Agent

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Fax

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clint@kullalaw.com



Real Estate Settlement Services, Inc.

19 Fifth Avenue

Chambersburg, PA 17201

717-446-0739

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

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

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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*,
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