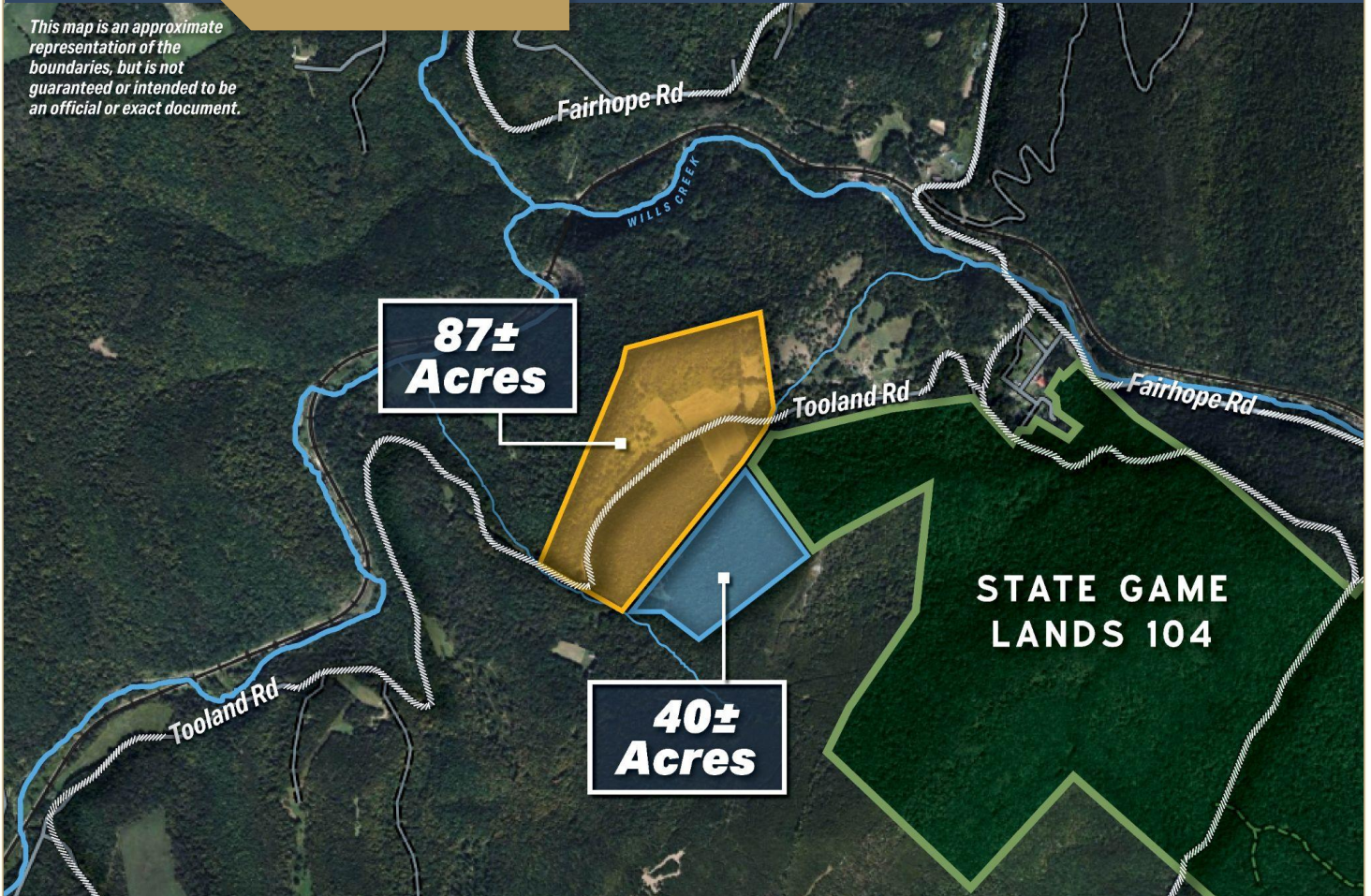


HURLEY

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.



127± Acres Tooland Rd, Fairhope, PA 15538

OUTSTANDING HUNTING AND RECREATIONAL PROPERTY!

127± Acres of prime hunting and recreational land bordering State Game Lands 104 with abundant wildlife, scenic views, and more! This property will be offered in a multi-parcel auction, giving buyers the flexibility to purchase Tract 1, Tract 2, or both tracts.

Auction Date: Thursday, May 28, 2026 @ 1pm

Open Houses: Saturday, May 16, 2026, 12pm-2pm
Wednesday, May 20, 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
- Aerial
- Conditions of Public Sale
- How to Buy Real Estate at Auction
- Methods of Payment
- Financing Available
- Settlement Companies

If you have any questions after reviewing this report, please don't hesitate to call any time. We are looking forward to seeing you at the auction on May 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: \$10,000 in certified funds day of auction, or if sold separately \$5,000 for Tract 1, and \$5,000 for tract 2. 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:

Tract 1: EXCELLENT HUNTING AND RECREATIONAL PROPERTY! This beautiful property features 87+/- acres with approx. 10 acres tillable! The property borders state game lands 104 consisting of over 8,100 acres of directly accessible land to hunt and enjoy. Plentiful wildlife including deer, turkey, bear, and more! Great location just 3 miles to the Bedford County line and approx. 30 minutes to the PA turnpike, and Rt 30. A small mountain stream/spring is on the property. Outstanding views in all directions! Would make for a beautiful cabin or homesite- come and make this your new favorite getaway! Property is in clean and green.

Tract 2: OUTSTANDING 40+/- ACRES BORDERING STATE GAME LANDS 104! GREAT HUNTING! This excellent property includes a mobile home- perfect for a hunting camp. The views from the home are incredible! The property borders state game lands 104 consisting of over 8,100 acres of directly accessible land to hunt and enjoy! Plentiful wildlife including deer, turkey, bear, and more! Great location just 3 miles to the Bedford County line and approx. 30 minutes to the PA turnpike, and Rt 30. Outstanding views in all directions! The mobile home includes 3 bedrooms, 1.5 bathrooms, living room, kitchen, and laundry area- also with a 12x20 shed w/ concrete floor and electric perfect for storage! Also would make for a beautiful cabin or homesite- come and make this your new favorite getaway! This property is in clean and green.

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: 87+/- Acres with approx. 10 acres tillable.

Tract 2: 40+/- Acres with a mobile home

Note: There is a driveway at the north end of the property which runs through the subject property and is utilized by (3) adjacent property owners to access their properties.

Acreage: Tract 1: 86.99± Acres, Tract 2: 40.31± Acres

County: Somerset

Zoning/Land Use: Please call Somerset County Planning Commission at (814) 445-1544

Tax ID/Taxes: Tract 1 Tax ID: S15-005-035-00, Approx \$1,532; Tract 2 Tax ID: S15-005-041-00, Approx. \$1,580

Utilities:

- Tract 1: N/A
- Tract 2: Well, and Septic

School District: Berlin Brothersvalley

Local Hospital: Conemaugh Meyersdale Medical Center/UPMC Somerset



UPI: S15-005-035-00
Tooland Rd
Fairhope, PA 15538

DEED IN DISTRIBUTION

MADE the 7 day of October, in the year two thousand twenty-four (2024).

BETWEEN R. Thomas Murphy, Executor of the Estate of **NANCY A. MARTIN aka NANCY ANN MARTIN**, deceased, late of Guilford Township, Franklin County, Pennsylvania
.....GRANTOR

AND R. Thomas Murphy, Trustee of **NANCY A. MARTIN TESTAMENTARY TRUST**, of 237 E. Queen Street, Chambersburg, PA 17201,GRANTEE

WHEREAS, Nancy A. Martin aka Nancy Ann Martin, died February 1, 2023, testate, seized of the hereinafter described real estate; and

WHEREAS, the Last Will and Testament of Nancy A. Martin, dated January 30, 2023, was duly probated by the Register of Wills of Franklin County, Pennsylvania, on February 21, 2023, recorded to Franklin County Instrument No: 202303242, and docketed to Franklin County No. 2823-0140; and

WHEREAS, Letters of Testamentary were duly granted to R. Thomas Murphy, by the Register of Wills of Franklin County, Pennsylvania, on February 21, 2023; and

WHEREAS, the within real estate was not specifically devised under the decedent's Last Will and Testament; and

WHEREAS, all federal and state inheritance and estate taxes have been or will be paid and will not be permitted to become liens upon the real estate herein conveyed; neither shall Grantor permit any lien to exist or remain upon the real estate herein conveyed as a result of the Pennsylvania Department of Human Services Estate Recovery Program.

NOW, THIS DEED WITNESSETH, that the said Grantor for and in consideration of the sum of **One and 00/100 (\$1.00) Dollar** to him in hand paid by the said Grantee at or before the sealing and delivery hereof, receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, released and confirmed, and by these presents does grant, bargain, sell, alien, release and confirm unto the said Grantee, its heirs and assigns,

ALL the right, title and interest of the Grantors, of, in and to all that certain tract of land situate in Fairhope Township, Somerset County, Pennsylvania, bounded and described as follows:



BEGINNING at a point or corner of land now or formerly of Franklin Emerick near the road (formerly a township road) leading to and from the Beck ford across Wills Creek; thence North 76 degrees East 1,324 feet to a corner; thence North 24 degrees East 2,150 feet to a stake placed close to a water course known as Shingle Run; thence North 59 degrees West 263 feet to a corner stake; thence North 54 degrees West 430 feet to a stake; thence North 56 degrees West 157 feet to a stake; thence North 47 degrees West 300 feet to a stake; thence South 37¼ degrees West 1,920 feet to a corner; thence South 3¼ degrees East to strike Emerick's corner in about 450 feet; thence by land now or formerly of Oliver Emerick formerly of Franklin Emerick, South 3¼ degrees West along and with said line to the place of BEGINNING. CONTAINING about 89 Acres, strict measure.

BEING the same premises conveyed by Wayne E. Emerick and Shirley I. Emerick, his wife, and Merle B. Emerick and Elsie J. Emerick, his wife, to Raymond M. Martin and Nancy A. Martin, husband and wife, by deed dated October 23, 1998, and recorded in the Office of the Recorder of Deeds of Somerset County, Pennsylvania, at Deed Book Volume 1428, Page 1036. Raymond M. Martin died February 16, 2017, thereby vesting all right, title and interest in his spouse, Nancy A. Martin, by operation of law.

EXCEPTING AND RESERVING, HOWEVER, from the above-described premises, a parcel of land containing Two Acres, Two Perches, conveyed by William M. Smith to George Emerick by Deed dated February 7, 1914, and recorded in the Office for Recording Deeds in Deed Book Volume 188, Page 78.

UNDER AND SUBJECT TO, also, a right-of-way heretofore granted to the Northampton Telephone Company.

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL, AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

THE GRANTOR HEREIN HEREBY ACKNOWLEDGES THAT THE GRANTOR HEREIN HAS NOT DISPOSED OF HAZARDOUS WASTE ON THE PROPERTY ABOVE DESCRIBED, NOR, TO THE ACTUAL KNOWLEDGE OF THE GRANTOR HEREIN, HAS HAZARDOUS WASTE EVER BEEN DISPOSED OF ON THE PROPERTY ABOVE DESCRIBED. THE TERMS 'HAZARDOUS WASTE' AND 'DISPOSED', AS USED HEREIN, SHALL HAVE, IN ADDITION TO THEIR NORMAL AND CUSTOMARY MEANINGS, THE DEFINITIONS CONTAINED IN THE 'SOLID WASTE MANAGEMENT ACT', ACT 1980-97. AS USED HEREIN, THE WORD 'GRANTOR' MEANS ALL OF THOSE PERSONS, WHETHER ONE OR MORE, WHO ARE THE GRANTORS IN THE INSTRUMENT OF CONVEYANCE IN WHICH THIS CLAUSE IS CONTAINED.




662 B

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

Harold M. Michalsky



R. Thomas Murphy

This 7 day of October, 2024

TOGETHER with all and singular the rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof from and after the date of this deed, and all the estate, right, title, interest, property, claims, and demands whatsoever of the said Nancy A. Martin aka Nancy Ann Martin, at and immediately before the time of her decease, in law or equity, or otherwise howsoever, of, in, to or out of the same.

TO HAVE AND TO HOLD the said real estate above described, with the buildings and improvements thereon erected, hereditaments and premises hereby granted or mentioned, and intended so to be, with the appurtenances, unto the said Grantee, its heirs and assigns, forever.

AND the said Grantor, for himself, his heirs, executors, administrators and assigns, does covenant, promise and agree to and with the said Grantee, its heirs and assigns, that he, the said Grantor, has not heretofore done or committed any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or encumbered in title, charge, estate or otherwise howsoever.

R. THOMAS MURPHY & ASSOCIATES, THE SCRIVENER OF THE WITHIN DEED, IS IN NO WAY CERTIFYING AS TO THE STATUS OF THE TITLE OF THE ABOVE REAL ESTATE AND HAS NOT SEARCHED THE RECORDS PERTAINING THERETO.



REC Book 3093 Page 464

UPI: S15-005-041-00
349 Tooland Rd
Fairhope, PA 15538

DEED IN DISTRIBUTION

MADE the 7 day of October, in the year two thousand twenty-four (2024).

BETWEEN R. Thomas Murphy, Executor of the Estate of **NANCY A. MARTIN aka NANCY ANN MARTIN**, deceased, late of Guilford Township, Franklin County, Pennsylvania
.....GRANTOR

AND R. Thomas Murphy, Trustee of **NANCY A. MARTIN TESTAMENTARY TRUST**, of 237 E. Queen Street, Chambersburg, PA 17201,GRANTEE

WHEREAS, Nancy A. Martin aka Nancy Ann Martin, died February 1, 2023, testate, seized of the hereinafter described real estate; and

WHEREAS, the Last Will and Testament of Nancy A. Martin, dated January 30, 2023, was duly probated by the Register of Wills of Franklin County, Pennsylvania, on February 21, 2023, recorded to Franklin County Instrument No: 202303242, and docketed to Franklin County No. 2823-0140; and

WHEREAS, Letters of Testamentary were duly granted to R. Thomas Murphy, by the Register of Wills of Franklin County, Pennsylvania, on February 21, 2023; and

WHEREAS, the within real estate was not specifically devised under the decedent's Last Will and Testament; and

WHEREAS, all federal and state inheritance and estate taxes have been or will be paid and will not be permitted to become liens upon the real estate herein conveyed; neither shall Grantor permit any lien to exist or remain upon the real estate herein conveyed as a result of the Pennsylvania Department of Human Services Estate Recovery Program.

NOW, THIS DEED WITNESSETH, that the said Grantor for and in consideration of the sum of **One and 00/100 (\$1.00) Dollar** to him in hand paid by the said Grantee at or before the sealing and delivery hereof, receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, released and confirmed, and by these presents does grant, bargain, sell, alien, release and confirm unto the said Grantee, its heirs and assigns,

ALL those Three (3) tracts of land situate in the Township of Fairhope, County of Somerset, and Commonwealth of Pennsylvania, described as follows:



TRACT NO. 1

BEGINNING at a stone corner of land now or formerly of William Smith; thence South 2 degrees East 84 Perches to Birch; thence South 32½ degrees West 34 Perches to Stones; thence South 70 degrees East 38 Perches to Stone on land now or formerly of Mrs. Solomon Shumaker; thence West 8 Perches to Stone on land now or formerly of William Smith; thence by land of Smith North 37 ¾ degrees East 111 Perches to the place of BEGINNING. CONTAINING 40 Acres, more or less.

TRACT NO. 2

The following described tract: BEGINNING at Chestnut South 70 degrees East 28 Perches to stones; thence South 28 degrees West 12 Perches to Sugar; thence North 50 degrees West 24 Perches to Sugar; thence North 2½ degrees East 20 Perches to place of BEGINNING. CONTAINING 1½ Acres.

TRACT NO. 3

BEGINNING at a stone corner on land now or formerly of Elizabeth Shumaker North 37½ degrees East 783 feet 4 inches to Chestnut; thence North 67 degrees West 65 feet to Chestnut; thence South 45 degrees West 966 feet 8 inches to Pine Stump; thence 37degrees West 300 feet to place of BEGINNING. CONTAINING 2 Acres, 2 Rods and 17 Perches.

BEING the same three tracts of land conveyed by Raymond M. Martin and Nancy A. Martin, husband and wife, to Raymond M. Martin and Nancy A. Martin, husband and wife, by deed dated February 9, 1990, and recorded in the Office of the Recorder of Deeds of Somerset County, Pennsylvania, at Deed Book Volume 1082, Page 807. Raymond M. Martin died February 16, 2017, thereby vesting all right, title and interest in his spouse, Nancy A. Martin, by operation of law.

SUBSEQUENT TO the recording of the aforesaid Deed, the within conveyed Three adjoining tracts of land were surveyed by David Allen Lease, Registered Surveyor, and a survey draft consolidating said Three tracts was prepared and dated February 6, 1973, a copy of which is attached hereto and made a part hereof and which sets forth the description of the land conveyed herein as follows:

BEGINNING AT A CONCRETE MONUMENT at a corner of lands conveyed herein and lands now or formerly of Joseph Wisneski; thence by same South 89 degrees 4 minutes West 406.80 feet to a stake; thence along lands now or formerly of the George Emerick Estate the following four courses and distances: North 45 degrees 17 minutes East 525.08 feet to a Stone; South 65 degrees 58 minutes East 63.68 feet to Stones; North 39 degrees 29 minutes East 490.22 feet to Stones; North 37 degrees 04 minutes East 1,031.64 feet to a Red Oak; thence along lands now or formerly of Pennsylvania Game Commission South 34 degrees 30 minutes East 1,184.92 feet to an iron pin; thence along lands now or formerly of the Emanuel Emerick Estate the following three courses and distances: South 55 degrees 18 minutes West 933.64 feet to a Birch; South 34 degrees 50 minutes West 579.07 feet to a Stump and Stones; South 16 degrees 07 minutes West 191.20 feet to Stones; thence along lands now or formerly of Joseph Wisneski North 65 degrees 20 minutes West 417.54 feet to a Dead Sugar Tree; thence along the same North 12 degrees 19 minutes West 460.34 feet to a concrete monument, the place of BEGINNING. CONTAINING 40.316 Acres, more or less.



THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL, AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

THE GRANTOR HEREIN HEREBY ACKNOWLEDGES THAT THE GRANTOR HEREIN HAS NOT DISPOSED OF HAZARDOUS WASTE ON THE PROPERTY ABOVE DESCRIBED, NOR, TO THE ACTUAL KNOWLEDGE OF THE GRANTOR HEREIN, HAS HAZARDOUS WASTE EVER BEEN DISPOSED OF ON THE PROPERTY ABOVE DESCRIBED. THE TERMS 'HAZARDOUS WASTE' AND 'DISPOSED', AS USED HEREIN, SHALL HAVE, IN ADDITION TO THEIR NORMAL AND CUSTOMARY MEANINGS, THE DEFINITIONS CONTAINED IN THE 'SOLID WASTE MANAGEMENT ACT', ACT 1980-97. AS USED HEREIN, THE WORD 'GRANTOR' MEANS ALL OF THOSE PERSONS, WHETHER ONE OR MORE, WHO ARE THE GRANTORS IN THE INSTRUMENT OF CONVEYANCE IN WHICH THIS CLAUSE IS CONTAINED.

662 B

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

Hannah M. Michalsky

R. Thomas Murphy

R. Thomas Murphy

This 7 day of October, 2024

TOGETHER with all and singular the rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof from and after the date of this deed, and all the estate, right, title, interest, property, claims, and demands whatsoever of the said Nancy A. Martin aka Nancy Ann Martin, at and immediately before the time of her decease, in law or equity, or otherwise howsoever, of, in, to or out of the same.



VOL 1526 PG 548

CLEAN AND GREEN VALUATION APPLICATION

Pennsylvania Department of Agriculture
January, 2000

15-0-000520

Hand:

ASSESSMENT OFFICE USE ONLY	
District	15
Map	05
Parcel	35

TO BE FILED BY JUNE 1

DATE: _____

DATE OF SUBMISSION: _____

86.990 A

**APPLICATION - PENNSYLVANIA FARMLAND AND FOREST LAND ASSESSMENT ACT
"CLEAN AND GREEN"**

- Name: MARTIN Raymond M & Nancy A
(Last) (First) (M.I.)
- Mailing Address: 3074 COUNTRY RD Adams
(Street, R.D. or Box#) (County)
CHAMBERSBURG PA 17201-8877
(City) (State) (Zip Code)

(Phone)

3. The land for which application is being made is owned by (a) (an) (Check one):

- A. Individual
- B. Partnership _____
- C. Corporation _____
- D. Institution _____
- E. Cooperative _____
- F. Other (explain) _____

1428/1035

4. Is the land currently assessed under Act 515? (P.L. - (1965) 1292) Yes _____ No _____

5. Is the land in this application leased for minerals? Yes _____ No _____

6. The property is located in: BEALIN - BROTHERSVALLEY
(School District)

FAIRHOPE TWP SOMERSET
(City, Town, Borough) (County)

7. Under which category do you intend to apply?

Agricultural Use (AAO-83) _____ Agricultural Reserve (AAO-84) _____ Forest Reserve (AAO-85) _____



8. If you have documentation supporting soil types or timber types, such as a conservation plan or a forestry management plan, please supply copies of this information with your application. This is not, however, a requirement for submitting an application.

9. For any additional land you own which might be eligible for use-value assessment but for which you do not intend to apply, give acreage. _____

10. Has the land represented on this worksheet been actively devoted to agricultural use for the past three years?
Yes _____ No _____

11. IN THE EVENT OF A CHANGE IN OWNERSHIP OF A PORTION OF THE LAND, OR OF ANY TYPE DIVISION OR CONVEYANCE OF THE LAND, THE APPLICANT HEREBY ACKNOWLEDGES THAT, IF HIS APPLICATION IS APPROVED FOR PREFERENTIAL ASSESSMENT, ROLL-BACK TAXES UNDER SECTION 5.1 OF THE ACT MAY BE DUE FOR A CHANGE IN USE OF THE LAND, A CHANGE IN OWNERSHIP OF ANY PORTION OF THE LAND, OR ANY TYPE OF DIVISION OR CONVEYANCE OF THE LAND.

The applicant for preferential assessment hereby agrees, if his application is approved for preferential assessment, to submit thirty days notice to the county assessor of a proposed change in use of the land, a split-off portion of the land, or a conveyance of the land.

The undersigned declares that this application, including all accompanying schedules and statements, has been examined by him/her and to the best of his/her knowledge and belief is true and correct.

Raymond M Martin Narayan Martin 12/12/00
(Signature of Owner) (or Corporation Name) (Date)

(Signature of Corporate Officer) (Title)

[Signature] 12-12-00
(Assessor) (Date)

(Notary) (Date)



Pennsylvania Department of Agriculture
Form No. AAO-82 May, 1975

PAGE: 350 45-0-000580

APPLICATION - Part 1

HAND 40-516A

ASSESSOR'S OFFICE ONLY

District: 15

Map: 05

Parcel: 41

USE-VALUE ASSESSMENT OF LAND
FOR TAXING PURPOSES
USE-VALUE ASSESSMENT WILL NOT BE
CONSIDERED UNTIL PARTS 1 & 2 ARE COMPLETED

ASSESSOR'S OFFICE ONLY

Approved

Disapproved

Application is hereby made for preferential assessment of certain land, under the Pennsylvania Farmland and Forest Land Assessment Act of 1974 for the tax year beginning 1998.

1. Name MARTIN RAYMOND M - NANCY A (Last) (First) (M.I.)

2. Mailing Address: 3074 COUNTRY RD FAIRVIEW (Street, R.D. or Box No.) (County)

CHAMBERSBURG PA 17201 (City) (State) (Zip Code)

3. The land for which application is being made is owned by (a) (an) (Check one):

A. Individual B. Partnership C. Corporation D. Institution E. Cooperative F. Other (Explain) G. Associations

4. Is the land currently assessed under Act 515? (P.L. - (1965) 1292) Yes No

5. Is land in this application leased for minerals? Yes No

6. The property is located in: BERLIN BROOKHILL (School District)

1082/807 FAIR HOPE SOMERSET (City, Township, Borough) (County)

7. Check all worksheets to be considered as part of this application.

Agricultural Use (AAO-83) Agricultural Reserve (AAO-84) Forest Reserve (AAO-85)

8. If you have a conservation plan prepared by the Soil Conservation Service for your land, please provide a copy of the photo or map along with this application. If you do not have a plan it is available through your County Conservation District.

9. For any additional land you own which might be eligible for use-value assessment but for which you do not intend to apply give acreage in each category.

Acre of Agricultural Use _____ Acre of Agricultural Reserve _____ Acre of Forest Reserve _____

The applicant for preferential assessment hereby agrees, if his application is approved for preferential assessment, to submit thirty days notice to the county assessor of a proposed change in use of the land, a split-off of a portion of the land, or a conveyance of the land.

The undersigned declares that this application, including all accompanying schedules and statements, has been examined by him and to the best of his knowledge and belief is true and correct.

SIGNATURE IS NOT REQUIRED UNTIL APPLICABLE WORKSHEETS HAVE BEEN COMPLETED.

Raymond M Martin 11/21/97
(Signature of Owner) (Or Corporation Name) (Date)

Nancy A Martin OWNER
(Signature of Proprietor/Partner) (Title)

[Signature] 11-21-97
(Assessor) (Date)

ACT 319 OFFICER



VOL. 004 PAGE 351

Pennsylvania Department of Agriculture
Form No. AAQ-82 May, 1975

027680

PATRICIA A. BRANT
RECORDER

97 DEC 10 PM 1:02

FEES AND TAX PAID

ENCL. 2
SOMERSET COUNTY



I hereby certify that this document is recorded in the Recorder of Deeds Office of SOMERSET COUNTY, PENNSYLVANIA

Patricia A. Brant
Recorder of Deeds

APPLICATION PART I
FORM AAQ-82
INSTRUCTIONS

- Name:** Name of the property owner; individual, partnership, corporation, institution, cooperative or association.
- Mailing Address:** Owner's home address.
- Check appropriate box.**
 - Individual:** Ownership by one person or by a husband and wife.
 - Partnership:** A contractual arrangement between two or more persons which may result from property, credit, skill or industry.
 - Corporation:** An artificial person or legal entity created under the authority of the state or nation, acting as an individual in matters relating to the common purpose of the association.
 - Institution:** An establishment, especially one of public character or one affecting a community.
 - Cooperatives:** A union of individuals formed for the prosecution in common of some productive enterprise, profits being shared in accordance with the capital or labor contributed by each.
 - Association:** Any form of unincorporated enterprise owned by two or more persons other than a partnership or limited partnership.
- Is any portion of the land covered by this application presently assessed under a contract with your county commissioners according to Act 515? Check appropriate box.
- Is the land for which you are applying leased for minerals or other natural resources?
- Give the name of the county, the school district and the city, township, town or borough in which the property to receive use-value assessment is located.
- Check the appropriate box or boxes which most nearly represents the use of your land.
- The assessor when determining the value of land in agricultural use, agricultural reserve use, or forest reserve use, shall, in arriving at the value of such land for its particular use, consider available evidence of the soils' capability for its particular use, and evidence of the capability of land devoted to such use.
- If you own other eligible property, for which you do not intend to apply for use-value assessment, give the approximate acreage in each category.

State of PENNSYLVANIA

County of SOMERSET

On this, the 21ST day of NOVEMBER, 1997, before me,
the undersigned officer, personally appeared RAYMOND M. MARTIN

known to me (or satisfactorily proven) to be the person whose name NANCY A. MARLINCK & JT subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

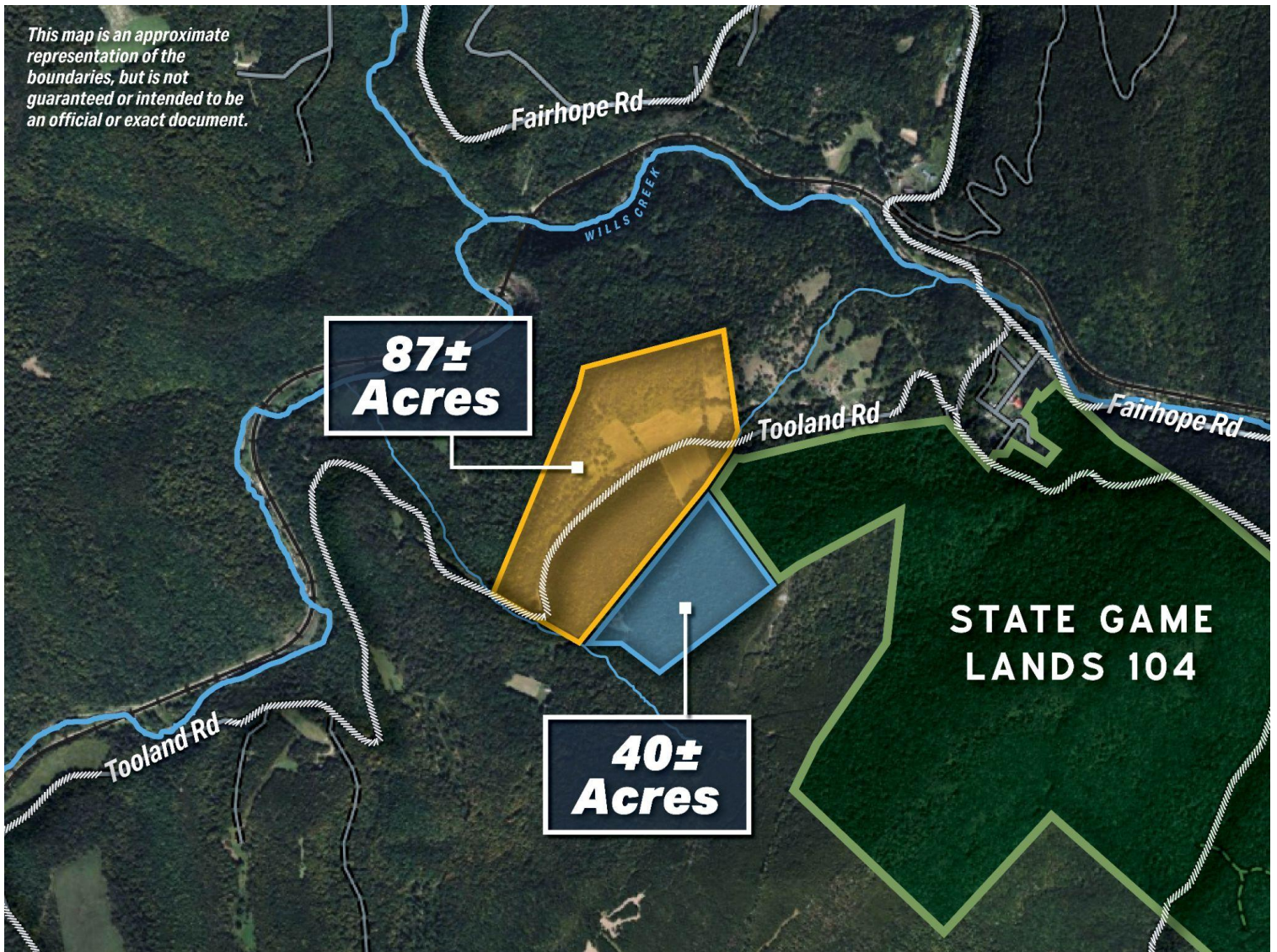
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARIAL SEAL
CYNTHIA L. LADY HAMELINCK, Notary Public
Somerset Boro, Somerset County
My Commission Expires July 30, 2001

Title of Officer.



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





OWNED BY:

Nancy A. Martin Testamentary Trust

LOCATED AT:

127± Acres Tooland Rd, Fairhope, PA 15538 Tax ID Tract 1: S15-005-035-00; Tax ID Tract 2: S15-005-041-00

1. **Highest Bidder** | The highest and best bidder shall be the Buyer. The Seller, however, reserves the right to reject any and all bids and to adjourn the sale to a subsequent date. The Auctioneer has the sole discretion of setting bidding increments. If any disputes arise to any bid, the Auctioneer reserves the right to cause the property to be immediately put up for sale again.
2. **Real Estate Taxes/Utilities** | All real estate taxes and utilities shall be pro-rated between the Buyer and Seller to the date of settlement on a fiscal year basis. All real estate taxes for prior years have or will be paid by the Seller.
3. **Transfer Taxes** | Seller shall pay 1/2 of the realty transfer tax and Buyer shall pay 1/2 of the realty transfer tax, provided, however that the Buyer shall be responsible for any additional transfer taxes imposed.
4. **Terms** | \$10,000 in certified funds day of auction, or if sold separately \$5,000 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 July 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 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 Somerset 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.



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?

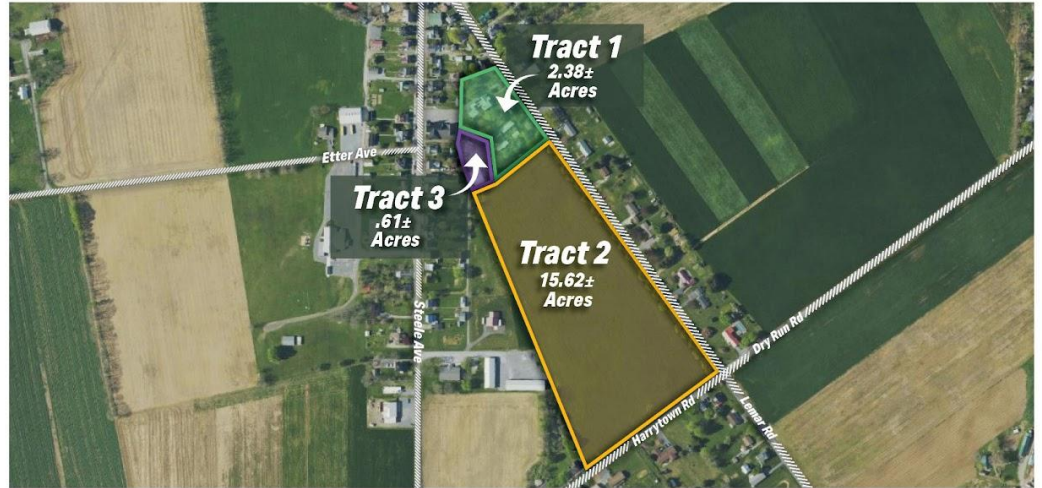
1. The auctioneer will offer the tracts individually first. The bids are recorded visually for the bidders, usually on a white board.
2. Then the auctioneer asks if there is anyone interested in a combination of tracts. Original individual bidders may be out-bid; but with each round original bidders 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.

2
Combinations of tracts are offered.

3
The whole property is offered.

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		

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.

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 #



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.



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983 Lincoln Way E, Suite 1, Chambersburg, PA 17201
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SETTLEMENTS



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Visit our website at www.keystonesettlements.net



HURLEY
FARM & LAND REAL ESTATE

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
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Kaleb Hurley, Agent: PA RS360491; MD 5009812