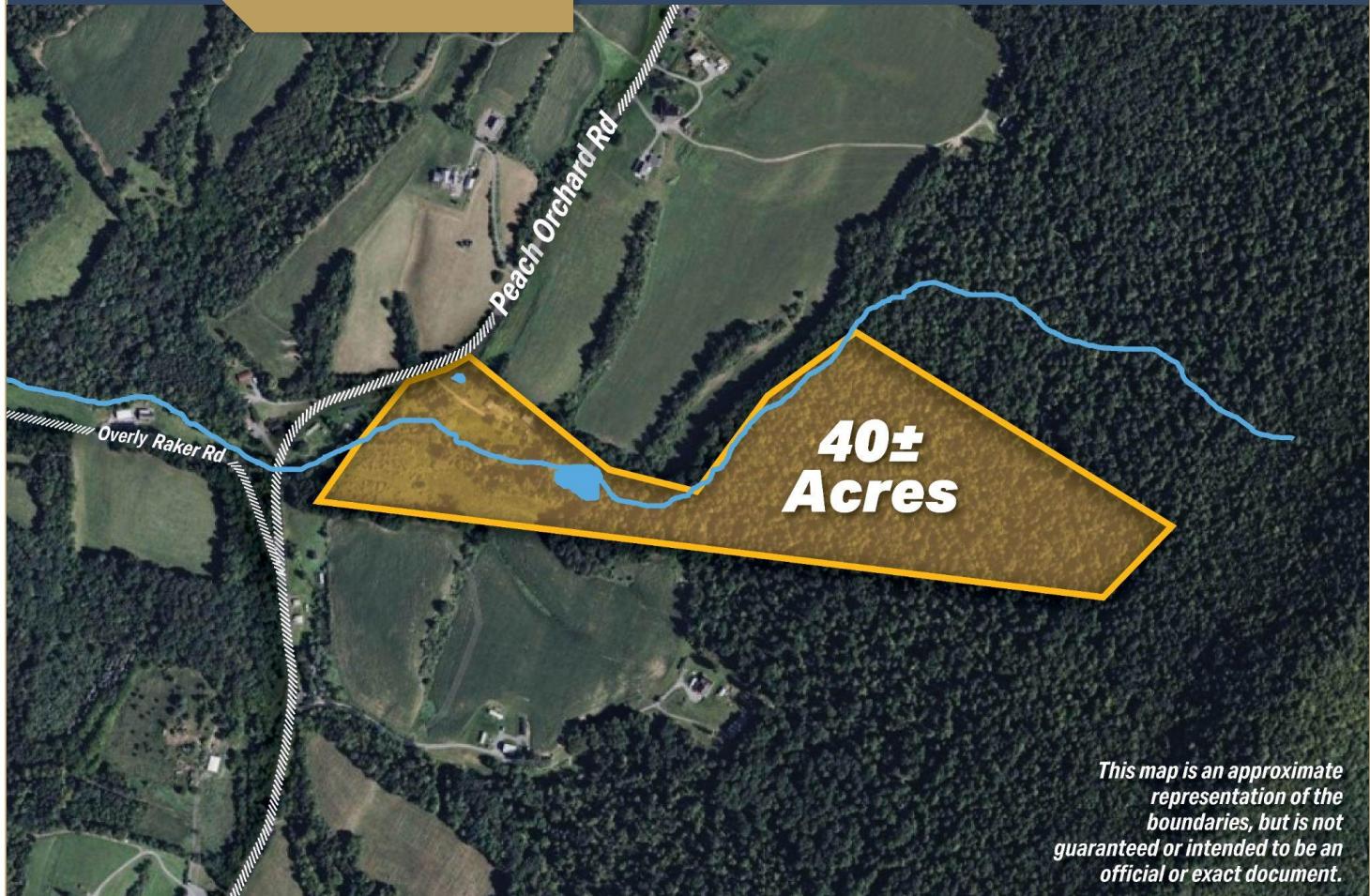


# HURLEY

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.*

**3014 Peach Orchard Rd, McConnellsburg, PA 17233**

### **INCREDIBLE 40± ACRES WITH A HOME, PONDS, AND STREAM!**

Beautiful 40± acres with a 3 bedroom home, outbuildings, ponds, stream, and great hunting!  
Come and make this your own private getaway!

Auction Date: Friday, January 30, 2026 @ 3pm

Open Houses: Saturday, January 17, 2026, 12pm-1pm  
Saturday, January 24, 2026, 12pm-1pm

AY002056 | 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
- Clean and Green Docs
- Aerial
- Conditions of Public Sale
- Disclosures
- How to Buy Real Estate at Auction
- Methods of Payment
- Financing Available
- Settlement Companies

If you have any questions after reviewing this report, please don't hesitate to call any time. We are looking forward to seeing you at the auction on January 30, 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. (See Payment & Financing page for detailed info.) 2% Buyers premium will be added to final bid price.

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

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

**General Information:** OUTSTANDING 40± ACRE PROPERTY IN MCCONNELLSBURG, PA! This incredible property features a ranch style home, (2) ponds, a stream that flows through, outbuildings, and wooded and tillable acreage! The home features 3 bedrooms, 1 bathroom, living room w/ wood stove, eat in kitchen, dining room, full basement, and a 1 car garage! Outbuildings include a 29x59 equipment building, 22x46 hog/livestock barn, 12x22 livestock barn, and more! The two ponds are stocked with fish and are spring fed, providing excellent recreational opportunities! Amazing hunting throughout the property with deer, turkey, and bear! Also with approx. 5 acres tillable! Great location just a short distance to Rt 16, Rt 30, and Rt 522! Come and make this your own private getaway! This property will be offered at auction on Friday, January 30, 2026, at 3:00 PM. The List price in no way represents a minimum, starting, or acceptable bid.

**This home has the following features:**

- 3 Bedrooms
  - Bedroom 1: 10 x 12
  - Bedroom 2: 9 x 12
  - Bedroom 3: 9 x 11
- Living Room: 13 x 31
- Dining Room: 11 x 13
- Kitchen: 13 x 15

**Year House Built:** 1968 Estimated

**Acreage:** 39.65± Acres

**County:** Fulton

**Zoning/Land Use:** Please call Fulton County Planning at (717) 485-3717

**Taxes:** Approximately \$3,038

**Tax ID:** 10-05-067-000

**Utilities:**

- Water: Well
- Sewer: Septic
- Heating: Hot Water Baseboard- Oil
- Cooling: N/A

**School District:** Central Fulton

**Local Hospital:** Fulton County Medical Center



# This Deed,

MADE THE 24th day of March in the year  
of our Lord one thousand nine hundred eighty-six (1986).

BETWEEN MATA A. FIX, Widow,

*Grantor :*

and DAVID E. KERLIN  
R. D. 1, Box 560  
McConnellsburg, PA 17233,

*Grantee :*

WITNESSETH, that in consideration of One and no/100 (\$1.00) -----

----- Dollars,  
in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant  
and convey to the said grantee, ALL THAT CERTAIN tract or parcel of land, lying  
and being situate in Todd Township, Fulton County, Pennsylvania, more particularly  
described as follows:

BEGINNING at a hickory, a corner of lands now or formerly of Robert Rhodes;  
thence along lands now or formerly of Robert Rhodes North 39° 30' East 648.45  
feet to an iron pin on the South side of the Peach Orchard Road;  
thence along the Peach Orchard Road North 77° 55' East 305.25 feet to a guard  
post;  
thence along lands now or formerly of Orville T. Bard, et ux, and Orlen H.  
Burd, et ux, South 42° 15' East 724.35 feet to a gum tree;  
thence along lands of the same South 75° 45' East 174.90 feet to a stone;  
thence along lands of the same South 78° 00' East 264 feet to a gum tree;  
thence along lands of the same North 45° 30' East 339.90 feet to a stone;  
thence along lands of the same North 63° 30' East 429 feet to a stone;  
thence along lands of the same South 51° 36' East 1496.55 feet to a stone;  
thence South 54° 24' West 297 feet to a stone;  
thence along lands of Leonard Ridgley North 76° 52' 06" West 3268.92 feet  
to a hickory, the place of BEGINNING.

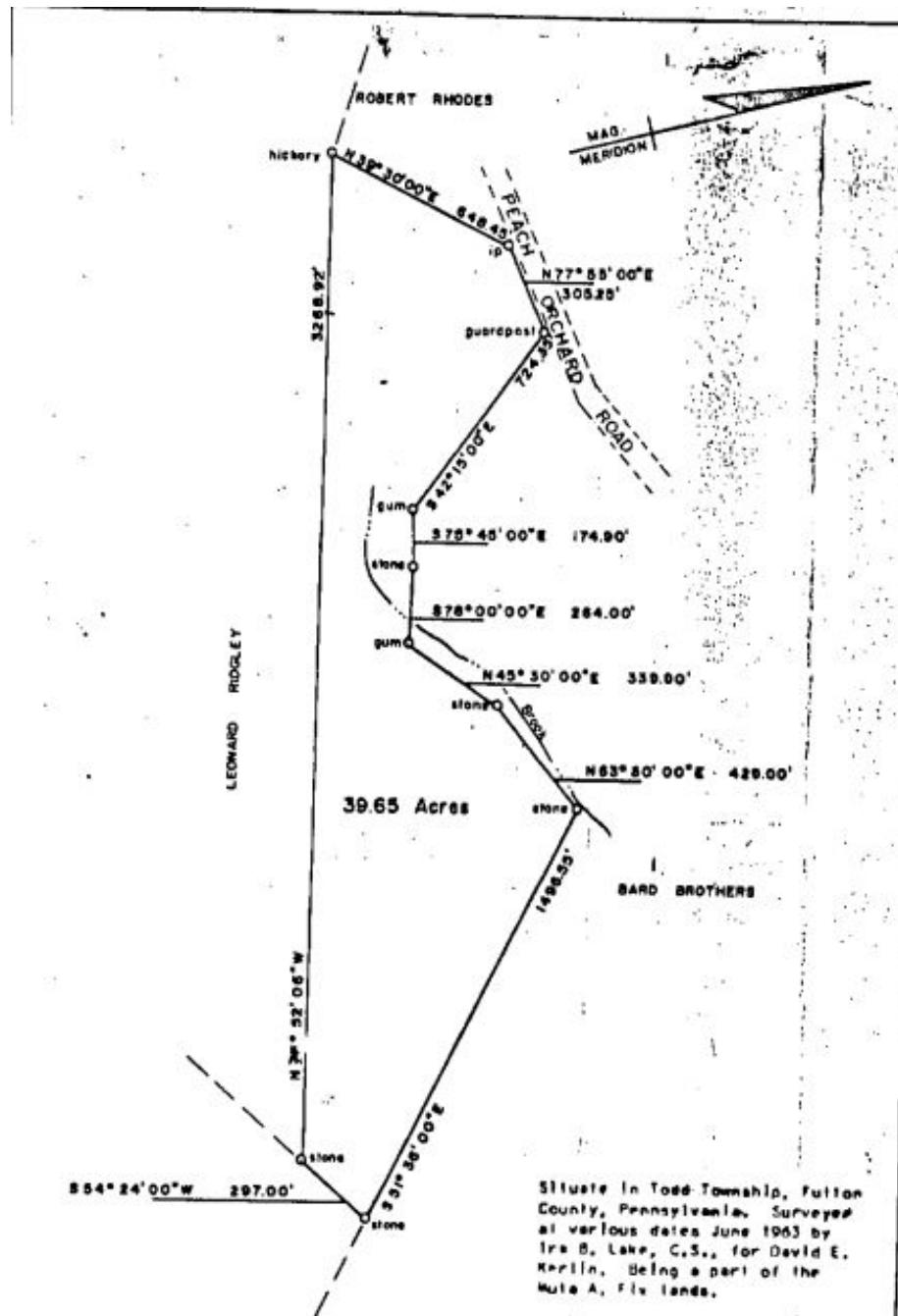
LMER 120 PAGE 287



CONTAINING 39.65 acres as per a re-plotted draft prepared by Robert W. Taylor  
Associates August 30, 1977.

BEING and intending to be the same parcel conveyed by John F. Mellott and  
Luelia M. Mellott, his wife, to Muta A. Fix by Deed dated April 4, 1966, and recorded  
in Deed Book 72, page 95. Muta A. Fix, widow, had previously conveyed the above-  
described land to David E. Kerlin and Phyllis Kerlin, his wife, by Deed dated  
July 13, 1963, and recorded in Deed Book 69, page 116 in which Deed the above-  
described tract was recited as containing 68 acre and 80 perches, which contents  
was incorrect. This Deed is given to correct that error and to vest all of the  
right, title and interest of Muta A. Fix obtained by virtue of the above-recited  
Deed in the Grantee herein, David E. Kerlin. Phyllis Kerlin died April 13, 1984,  
thus vesting full and complete ownership of the above-described tract in David  
E. Kerlin.

This is a transaction between parent and son-in-law.



RE-PLOTTING DRAFT  
for  
**DAVID E. KERLIN**

ROBERT W. TAYLOR ASSOC.

ENGINEERING — SURVEYING  
110 L.W. McCONNELLSBURG, PA.  
*Robert W. Taylor*

SCALE: 1: 400

DATE: 30 AUG. 1977

PLAN NO. 251-1

LIBER 120 PAGE 289



AND the said grantor hereby covenants and agrees that she will warrant generally the property hereby conveyed.

IN WITNESS WHEREOF, said grantor has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of

MUTA A. FIX



State of PENNSYLVANIA

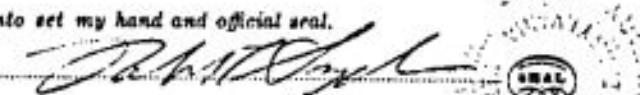
County of FULTON

On this, the 24th day of March, 19 86, before me,

the undersigned officer, personally appeared MUTA A. FIX, widow,

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed same for the purposes therein contained.

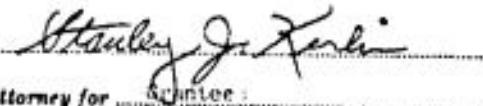
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
ROBERT C. SNYDER  
NOTARY PUBLIC  
McCONNELLSBURG, PA  
COMMISSION EXPIRES SEPT. 13, 1987

Title of Officer

I do hereby certify that the precise residence and complete post office address of the within named grantee is R. D. 1, Box 560, McConnellsburg, PA 17233.

March 24, 19 86

  
Stanley J. Kehl  
Attorney for ... Subtee:

LIBER 120 PAGE 290



**CLEAN AND GREEN VALUATION APPLICATION**

Pennsylvania Department of Agriculture  
January, 2000

**#493**

Todd Twp  
DB 120 Pg 287  
39.65 AC

ASSESSMENT OFFICE USE ONLY

District 10  
Map 05  
Parcel 0507

TO BE FILED BY JUNE 1

DATE:

04/17/2005

DATE OF SUBMISSION:

04/17/2005

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

1. Name: Iherlin David E.  
(Last) (First) (M.I.)

2. Mailing Address: 3014 Peach Orchard Road Fulton  
(Street, R.D. or Box #) (County)

Mc Connellsburg PA 17233  
(City) (State) (Zip Code)

717.485-3684  
(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)

4. Is the land currently assessed under Act 5157 (P.L. - (1965) 1292) Yes  No

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

6. The property is located in: Central Fulton (School District)

Todd Township Fulton  
(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. This is not, however, a requirement for submitting an application.



Entered for recording in the Recorder's Office of  
Fulton County, PA, June 29 2005 A.D. 2005

Tax .50  
Fee 18.50  
19.00 fd.

Patty Suders Fr  
Recorder

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. 0.1A

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-day 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.

David E. Kehlin  
(Signature of Owner) (or Corporation Name)

01/24/05  
(Date)

(Signature of Corporate Officer)

(Date)

Mary Ann Randolph  
(Assessor)

3/24/05  
(Date)

On this, the 17th day of January, 2005, before me the undersigned officer, personally appeared

DAVID E. KEHLIN

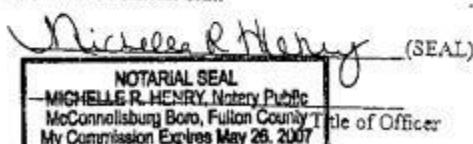
known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

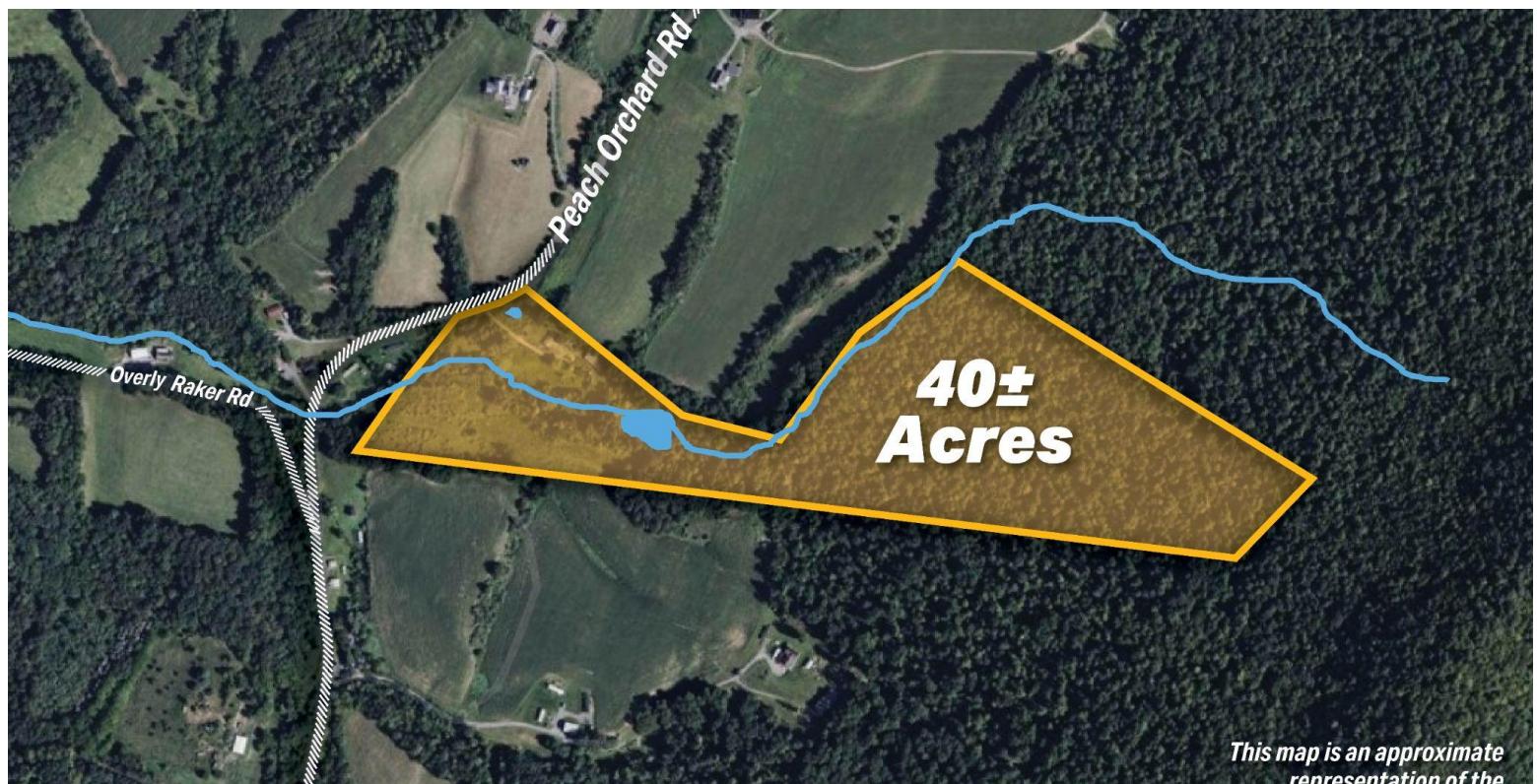
I hereby CERTIFY that this document is recorded in the Recorder's Office of  
FULTON COUNTY, PENNSYLVANIA.



Patty Suders Fr  
Recorder of Deeds



BK0427PG0290



*This map is an approximate representation of the*



OWNED BY: **Estate of David Edgar Kerlin**

LOCATED AT: **3014 Peach Orchard Rd, McConnellsburg, PA 17233**

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 Auction Company when the property is struck down, and the balance, without interest, on or before March 31, 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 Fulton County Courthouse and which may be visible by inspection of the premises.
7. **Risk of Loss** | Seller shall maintain the property grounds, fixtures and any personal property specifically sold with the property in its present condition, normal wear and tear excepted. Seller shall bear the risk of loss for fire or other casualties until the time of settlement. In the event of damage by fire or other casualty to any property included in this sale that is not repaired or replaced prior to settlement, Buyer shall have the option of rescinding this agreement and promptly receiving all monies paid on account of the purchase price or of accepting the property in its then condition, together with the proceeds of any insurance obtainable by Seller. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in the property as of the time of execution of this agreement.
8. **Warranty** | The Buyer expressly acknowledges and understands that the Buyer is buying the property in its present condition and that the Seller makes no representation or warranty of any kind whatsoever with regard to the condition of the premises or any components thereof, including but not limited to, the roof, the electrical system, the plumbing system, the heating system, or any other part of the structure, or any of the improvements on the land.
  - A. **Radon** | Seller has no knowledge concerning the presence or absence of radon. The Seller makes no representation or warranty with regard to radon or the levels thereof.
  - B. **Lead-Based Paint** | If the house was built before 1978, the house may have lead-based paint. Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing and has no reports or records pertaining to lead-based paint and/or hazards in the housing. A lead-based pamphlet "Protect Your Family from Lead in Your House" has been given to Buyer. Buyer waives any ten (10) day lead-based paint assessment period.
  - C. **Environmental Contamination** | Seller is not aware of any environmental contamination on the land.
  - D. **Home Inspection** | Buyer has inspected the property. Buyer understands the importance of getting an independent home inspection and has thought about this before bidding upon the property and signing this agreement.
  - E. **Fixtures and Personal Property** | Included in the sale and purchase price are all existing items permanently attached to the property, including but not limited to plumbing, heating, lighting fixtures (including, if present upon the property, chandeliers and ceiling fans; water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; shrubbery, plantings and unpotted trees; any remaining heating and cooking fuels stored on the property at the time of settlement; wall to wall carpeting; window covering hardware, shades, blinds; built-in air conditioners; built-in appliances; and the range/oven unless otherwise stated). No warranty is given to Buyer as to the working/functional condition of fixtures and/or personal property. All personal property will be removed at Seller's discretion, if items are not removed they become the responsibility of the Buyer.
  - F. **Ventilation/Mold** | The Seller makes no representations or warranties with regard to mold or the absence of mold, adequate or inadequate air exchange or ventilation, or any other matters of home construction wherein mold may be present in the real estate.
  - G. **"AS IS"** | The property is being sold "AS IS" at the time of sale and at the time of the settlement. The Fiduciary/Seller herein makes no representations or warranties as to the condition of the real estate. The Purchaser accepts the property "AS IS". The purchaser waives any claims for any liability imposed through any environmental actions. This agreement shall survive closing. A Seller's disclosure has been made available to Buyer prior to the public auction and shall be exchanged by Buyer and Seller upon the signing of this agreement. If the Seller is an estate, the personal representative(s) will not deliver a disclosure to Buyer inasmuch as they are not required by law.
9. **Financing** | Buyer is responsible for obtaining financing, if any, and this contract is in no way contingent upon the availability of financing. The Seller will not pay points, settlement costs, or otherwise render financial assistance to the Buyer in this regard.
10. **Dispute Over Handmonies** | In the event of a dispute over entitlement of handmoney deposits, the agent holding the deposit may either retain the monies in escrow until the dispute is resolved or, if possible, pay the monies into the County Court to be held until the dispute is resolved. In the event of litigation for the return of deposit monies, the agent holding handmoney shall distribute the monies as directed by a final order of the court or a written agreement of the parties. Buyer and Seller agrees that, in the event any agent is joined in the litigation for the return of deposit monies, attorneys fees and costs of the agent will be paid by the party joining the agent.
11. This agreement shall survive closing.
12. This agreement may be signed and transmitted by email.
13. Buyer and Seller agrees that Hurley Auctions and Hurley Real Estate and Auctions may collaborate on any aspect of this contract. The scope of collaboration shall include but is not limited to the negotiation, advertising, execution, sharing of resources, sharing of fees, and performance of any aspect whatsoever of the contract.



## SELLER'S PROPERTY DISCLOSURE STATEMENT

SPD

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

1 **PROPERTY** 3014 Peach Orchard Rd, McConnellsburg, PA 17233

2 **SELLER** Estate of David Edgar Kerlin

## 3 INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

4 The Real Estate Seller Disclosure Law (68 P.S. §7301, et seq.) requires that before an agreement of sale is signed, the seller in a residential  
5 real estate transfer must disclose all known **material defects** about the property being sold that are not readily observable. A **material defect**  
6 is a problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or  
7 that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is at or beyond the end  
8 of its normal useful life is not by itself a material defect.

9 This property disclosure statement ("Statement") includes disclosures beyond the basic requirements of the Law and is designed to assist  
0 Seller in complying with disclosure requirements and to assist Buyer in evaluating the property being considered. Sellers who wish to see  
1 or use the basic disclosure form can find the form on the website of the Pennsylvania State Real Estate Commission. Neither this Statement  
2 nor the basic disclosure form limits Seller's obligation to disclose a material defect.

3 This Statement discloses Seller's knowledge of the condition of the Property as of the date signed by Seller and is not a substitute for any  
4 inspections or warranties that Buyer may wish to obtain. This Statement is not a warranty of any kind by Seller or a warranty or rep-  
5 resentation by any listing real estate broker, any selling real estate broker, or their licensees. Buyer is encouraged to address concerns  
6 about the condition of the Property that may not be included in this Statement.

7 The Law provides exceptions (listed below) where a property disclosure statement does not have to be completed. All other sellers  
8 are obligated to complete a property disclosure statement, even if they do not occupy or have never occupied the Property.

- 9 1. Transfers by a fiduciary during the administration of a decedent estate, guardianship, conservatorship or trust.
- 0 2. Transfers as a result of a court order.
- 1 3. Transfers to a mortgage lender that results from a buyer's default and subsequent foreclosure sales that result from default.
- 2 4. Transfers from a co-owner to one or more other co-owners.
- 3 5. Transfers made to a spouse or direct descendant.
- 4 6. Transfers between spouses as a result of divorce, legal separation or property settlement.
- 5 7. Transfers by a corporation, partnership or other association to its shareholders, partners or other equity owners as part of a plan of  
6 liquidation.
- 7 8. Transfers of a property to be demolished or converted to non-residential use.
- 8 9. Transfers of unimproved real property.
- 9 10. Transfers of new construction that has never been occupied and:
  - 0 a. The buyer has received a one-year warranty covering the construction;
  - 1 b. The building has been inspected for compliance with the applicable building code or, if none, a nationally recognized model  
2 building code; and
  - 3 c. A certificate of occupancy or a certificate of code compliance has been issued for the dwelling.

### 4 COMMON LAW DUTY TO DISCLOSE

5 Although the provisions of the Real Estate Seller Disclosure Law exclude some transfers from the requirement of completing a disclo-  
6 sure statement, the Law does not excuse the seller's common law duty to disclose any known material defect(s) of the Property in order  
7 to avoid fraud, misrepresentation or deceit in the transaction. This duty continues until the date of settlement.

### 8 EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

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

*WHD. 2015*

2 DATE 11-21-25

3 Seller's Initials DB/ Date 11/21/25

SPD Page 1 of 11 Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_



Hurley Real Estate and Auctions, 3899 Buchanan Trail East Greencastle PA 17225  
Daniel Robinson

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 [www.lonestar.com](http://www.lonestar.com)

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Rev. 3/21; rel. 7/21

Phone: (717)597-9100

Fax:



568 Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the  
569 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

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

573 (B) **Financial**

574 1. Are you aware of any public improvement, condominium or homeowner association assessments  
575 against the Property that remain unpaid or of any violations of zoning, housing, building, safety or  
576 fire ordinances or other use restriction ordinances that remain uncorrected?  
577 2. Are you aware of any mortgages, judgments, encumbrances, liens, overdue payments on a support  
578 obligation, or other debts against this Property or Seller that cannot be satisfied by the proceeds of  
579 this sale?  
580 3. Are you aware of any insurance claims filed relating to the Property during your ownership?

581 (C) **Legal**

582 1. Are you aware of any violations of federal, state, or local laws or regulations relating to this Prop-  
583 erty?  
584 2. Are you aware of any existing or threatened legal action affecting the Property?

585 (D) **Additional Material Defects**

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

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

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

595 Explain any "yes" answers in Section 22: \_\_\_\_\_

596 23. **ATTACHMENTS**

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

598  Seller's Property Disclosure Statement Addendum (PAR Form SDA)  
599  \_\_\_\_\_  
600  \_\_\_\_\_  
601  \_\_\_\_\_  
602  \_\_\_\_\_

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

608 **SELLER** WHD-SDG **DATE** 11/21/15  
609 **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_  
610 **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_  
611 **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_  
612 **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_  
613 **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_

614 **RECEIPT AND ACKNOWLEDGEMENT BY BUYER**

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

619 **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_  
620 **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_  
621 **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_



**RESIDENTIAL LEAD-BASED PAINT HAZARDS DISCLOSURE FORM**

This form recommended and approved for, but not restricted to use, by the members of the Pennsylvania Association of Realtors® (PAR)

LPD

**THIS FORM MUST BE COMPLETED FOR ANY PROPERTY BUILT PRIOR TO 1978**

1 **PROPERTY** 3014 Peach Orchard Rd, McConnellsburg, PA 17233

2 **SELLER** Estate of David Edgar Kerlin

**3 LEAD WARNING STATEMENT**

4 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**11 SELLER'S DISCLOSURE**

12  /  Seller has no knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property.  
13  /  Seller has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property. (Provide the basis for determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces, and other available information concerning Seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards.)

**17 SELLER'S RECORDS/REPORTS**

18  /  Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in or about the Property.  
19  /  Seller has provided Buyer with all available records and reports regarding lead-based paint and/or lead-based paint hazards in or about the Property. (List documents):

22 Seller certifies that to the best of Seller's knowledge the above statements are true and accurate.

23 **SELLER** *John D. Kerlin* **DATE** *11-21-25*  
24 **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_  
25 **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_

**26 BUYER**

**27 DATE OF AGREEMENT**

**28 BUYER'S ACKNOWLEDGMENT**

29  /  Buyer has received the pamphlet *Protect Your Family from Lead in Your Home* and has read the Lead Warning Statement.  
30  /  Buyer has reviewed Seller's disclosure of known lead-based paint and/or lead-based paint hazards and has received the records and reports regarding lead-based paint and/or lead-based paint hazards identified above.  
32 Buyer has (initial one):  
33  /  received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or  
35  /  waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

37 Buyer certifies that to the best of Buyer's knowledge the statements contained in Buyer's acknowledgement are true and accurate.

38 **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_  
39 **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_  
40 **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_

**41 AGENT ACKNOWLEDGEMENT AND CERTIFICATION**

42 **KMH** \_\_\_\_\_ Agent/Licensee represents that Agent has informed Seller of Seller's obligations under the Residential Lead-Based-Paint Hazard Reduction Act, 42 U.S.C. §4852(d), and is aware of Agent's responsibility to ensure compliance.

44 The following have reviewed the information above and certify that the Agent statements are true to the best of their knowledge and belief.  
45 Seller Agent and Buyer Agent must both sign this form.

46 **BROKER FOR SELLER (Company Name)** *Hurley Real Estate and Auctions*

47 **LICENSEE** *Kaleb Hurley* **DATE** \_\_\_\_\_

48 **BROKER FOR BUYER (Company Name)** \_\_\_\_\_

49 **LICENSEE** \_\_\_\_\_ **DATE** \_\_\_\_\_



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10/16



## ***All about Multi-parcel Auctions:***

Something that Hurley Real Estate & Auctions has become known for is our success with multi-parcel auctions. 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 auctioneers 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		
<b>220,000</b>	<b>240,000</b>	

Combinations
Tract 1&2 (465,000 needed)
465,000
470,000
480,000
<b>500,000</b>

Whole
(615,000 needed)
620,000
625,000
630,000
<b>635,000</b>

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 combination 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.



### **AMY GARDENHOUR** VP - RESIDENTIAL MORTGAGE LENDER

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✉️ agardenhour@mvbbank.com  
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F 717-263-1766  
tathomas@acnb.com

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[www.CommunityState.Bank](http://www.CommunityState.Bank)

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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.***



**BUCHANAN**  
SETTLEMENT SERVICES

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](mailto:nathan@buchanansettlements.com)  
[www.buchanansettlements.com](http://www.buchanansettlements.com)

**APLUS**  
SETTLEMENT SERVICES, INC.

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

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- 🌐 [www.partnerwithaplus.com](http://www.partnerwithaplus.com)

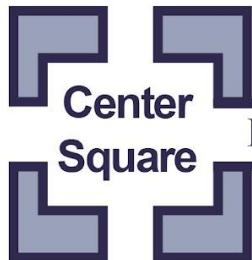
Visit one of our 3 convenient locations:

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

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

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





**"An Attorney At Every Settlement"**

**Real Estate Settlement Services, Inc.**

**Clinton T. Barkdoll** | Attorney/Title Agent

9 East Main Street, Waynesboro, PA 17268

Phone 717-762-3374

Fax 717-762-3395

Email [clint@kullalaw.com](mailto:clint@kullalaw.com)



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

717-446-0739  
717-446-0791 fax  
[info@keystonesettlements.net](mailto:info@keystonesettlements.net)

*Visit our website at [www.keystonesettlements.net](http://www.keystonesettlements.net)*



***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*.**



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Kaleb Hurley, Agent: PA RS360491; MD 5009812