

HURLEY

REAL ESTATE & AUCTIONS

2800 BUCHANAN TRL E | GREENCASTLE | PA 17225



14025 Bain Rd, Mercersburg, PA 17236

SCENIC 27± ACRE MERCERSBURG FARM!

Beautiful 27± acre farm featuring approximately 22.5 tillable acres, a 3–4 bedroom farmhouse, equipment shed, Welsh Run frontage, scenic country views and more!

Auction Date: Wednesday, September 23, 2025 @ 1pm

Open Houses: Saturday, September 12, 2026, 10am-12pm
Tuesday, September 15, 2026, 4pm-6pm

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

HURLEYAUCTIONS.COM | 717-597-9100





Dear Prospective Buyer,

Hurley Real Estate & Auctions is pleased to have been chosen to offer you this property. We encourage all potential buyers to inspect the property and the enclosed information prior to bidding. For your convenience, we've included the following:

- General Information
- Deed
- Aerial
- Soil Map
- Survey
- 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 September 23, 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: EXCELLENT 27+/- ACRE FARM IN MERCERSBURG, PA! This 27+/- acre farm offers beautiful views in every direction, approx. 22.5 acres of tillable land, and quality soils consisting primarily of Hagerstown silt loams. The property features mostly level farmland and frontage along Welsh Run stream. The farmhouse offers 3-4 bedrooms, 1.5 bathrooms, kitchen, living room with fireplace, enclosed porch, upstairs balcony, partially finished attic, basement, and more. The farmhouse is in need of some TLC and offers an opportunity for the new owner to make it their own. Also included is a 36' x 72' equipment shed, which is also in need of TLC. Located in an excellent country setting with convenient access to Routes 75 and 416, Mercersburg, and surrounding areas. Whether you're looking for a working farm, produce farm, livestock operation, or a beautiful country property to create your dream home, this property offers an excellent opportunity.

This home has the following features:

- 3-4 Bedrooms
 - Bedroom 1: 10 x 12 (Upstairs)
 - Bedroom 2: 10 x 12 (Upstairs)
 - Bedroom 3: 12 x 15 (Upstairs)
 - Bedroom 4: 10 x 10
- Living Room: 13 x 15
- Kitchen: 13 x 18
- Enclosed Porch: 5 x 17

Year House Built: 1865

Acreage: 27.69± Acres

County: Franklin

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

Taxes: Approximately \$2,077

Tax ID: 17-0J28.-028.-000000

Utilities:

- Water: Well
- Sewer: Septic
- Heating: Forced Air- Oil
- Cooling: None

School District: Tuscarora

Local Hospital: Fulton County Medical Center



UPI: 17-0J28.-028.-000000
14025 Bain Road
Mercersburg, PA 17236

DEED IN DISTRIBUTION

MADE the 5 day of December, in the year two thousand twenty-three (2023)

BETWEEN Alma L. Martin, Executrix of the Estate of **PAUL A. MARTIN aka PAUL ALBERT MARTIN**, deceased, late of Montgomery Township, Franklin County, Pennsylvania
.....GRANTOR

AND **ALMA L. MARTIN**, of 9385 Royer Road, Mercersburg, Pennsylvania, 17236
.....GRANTEE

WHEREAS, Paul A. Martin aka Paul Albert Martin, died January 13, 2023, testate, seized of the hereinafter described real estate; and

WHEREAS, the Last Will and Testament of Paul A. Martin, dated February 22, 2022, was duly probated by the Register of Wills of Franklin County, Pennsylvania, on February 24, 2023, recorded to Franklin County Instrument No: 202303577, and docketed to No: 2823-0154; and

WHEREAS, Letters Testamentary were duly granted to Alma L. Martin, by the Register of Wills of Franklin County, Pennsylvania, on February 24, 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 her 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, her heirs and assigns,

ALL the following described tracts of real estate, together with the improvements thereon, lying and being situate in Montgomery Township, Franklin County, Pennsylvania, known and numbered as 14025 Bain Road, bounded and described as follows:



Tract No. 1

BEGINNING at a white oak at Bain Road; thence by Bain Road and lands now or formerly Paul A. Martin and Alma L. Martin, his wife, South $10 \frac{1}{4}$ degrees West 20.1 perches to a stone; thence by Tract No. 3 described below North (incorrectly set forth as South in previous deed) 83 degrees West 49.3 perches to a stone (see Deed Book Volume 48, Page 57, for the corrected course); thence by Tract No. 3 South 25 degrees West 4 perches to a stone; thence by Tract No. 2 North 77 degrees West 42.6 perches to a stone; thence by lands now or formerly of Margarit Zelger and by lands now or formerly of Larry C. Young and Cheryl D.S. Young, his wife, North 26 degrees East (incorrectly set forth as West in previous deed) 57.8 perches to a stone (see Deed Book Volume 48, Page 57, for the corrected course); thence by lands now or formerly of Larry C. Young and Cheryl D.S. Young, his wife, North $57 \frac{3}{4}$ degrees West 16 perches to a post; thence by lands now or formerly of Larry C. Young and Cheryl D.S. Young, his wife, and by lands now or formerly of Martin Timmons and Betty G. Timmons, his wife, North $27 \frac{1}{2}$ degrees East 65.8 perches to a stone; thence by Royer Road, TR-321, South 61 degrees East 85.6 perches to a post near the intersection of Royer Road and Bain Road; thence by Bain Road and lands now or formerly of Paul A. Martin and Alma L. Martin, his wife, South $19 \frac{1}{4}$ degrees West 66 perches to the place of BEGINNING. CONTAINING 60 acres and 66 perches, neat measure.

Tract No. 2

BEGINNING at a locust tree on line of lands now or formerly of Robert H. Eckstine, et al; thence by lands now or formerly of Margarit Zelger, North $25 \frac{3}{4}$ degrees East 49 perches to a stone at Tract No. 1; thence by Tract No. 1 South $76 \frac{1}{2}$ degrees East 41.75 perches to a stone; thence by Tract No. 3 South $25 \frac{3}{4}$ degrees West 40 perches to a stone; thence by lands now or formerly of Robert Eckstine; et al, North 88 degrees West ____ perches to the place of BEGINNING. CONTAINING 12 acres and 26 perches, neat measure.

Tract No. 3

BEGINNING at a stone at Bain Road, a corner of Tract No. 1; thence by Tract No. 1 North $82 \frac{1}{2}$ degrees West 49 perches to a stone; thence by Tract No. 1 and Tract No. 2 South $25 \frac{3}{4}$ (incorrectly set forth as $75 \frac{3}{4}$ in previous deed) degrees West 44 perches to a post (see Deed Book Volume 63, Page 430, for the corrected course); thence by lands now or formerly of Robert H. Eckstine, et al, South $88 \frac{1}{2}$ degrees East 57 perches to a post; thence by Tract No. 4 North $9 \frac{1}{4}$ degrees East 8 perches to a post; thence by Tract No. 4 South 88 degrees East $7 \frac{1}{2}$ perches to a post at Bain Road; thence by Bain Road and by lands now or formerly of Paul A. Martin and Alma L. Martin, his wife, North 11 degrees East $27 \frac{3}{4}$ perches to the place of BEGINNING. CONTAINING 12 acres and 129 perches, neat measure.

Tract No. 4

BEGINNING at a post at lands now or formerly of Robert H. Eckstine, et al; thence by Tract No. 3 North 11 degrees East 8.2 perches to a stone; thence by Tract No. 3 South 85 degrees East 8.2 perches to a post at Bain Road; thence by Bain Road South 12 degrees West 8.7 perches; thence by lands now or formerly of Robert H. Eckstine 7.8 perches to the place of BEGINNING. CONTAINING 60.3 perches, neat measure.



BEING part of the same real estate conveyed from Paul A. Martin, executor of the Last Will and Testament of Evelyn P. Martin, to Paul A. Martin, by deed dated December 16, 1991, and recorded in the Office of Recorder of Deeds of Franklin County, Pennsylvania in Deed Book Volume 1134, Page 150.

THERE IS EXCEPTED AND EXCLUDED from the conveyance of Tract No. 1 the lot containing 1.1205 acres as shown on a plan by Robert Eugene Angle, R.S., dated March 14, 1981 which John D. Martin and Evelyn P. Martin, his wife, by their deed dated April 9, 1981 and recorded in the Recorder's office aforesaid in Deed Book Volume 833, Page 269, conveyed to Paul A. Martin and Alma L. Martin, his wife.

LESS AND EXCEPTING the following conveyance from Paul A. Martin and Alma L. Martin, his wife, to William B. Thompson and Ruth E. Thompson, his wife, dated January 24, 1996, and recorded in Franklin County, Pennsylvania in Deed Book Volume 1284, Page 429, said deed consisting of 3 tracts of real estate. Tract No. 1 containing 1.3824 acres, Tract No. 2 containing 1.5281 acres, and Tract No. 3 containing 1.6999 acres.

LESS AND EXCEPTING the following conveyance from Paul A. Martin and Alma L. Martin to William B. Thompson and Ruth E. Thompson, his wife, dated March 6, 1996, and recorded in Franklin County, Pennsylvania in Deed Book Volume 1288, Page 405. CONTAINING 1.3404 acres.

LESS AND EXCEPTING the following conveyance from Paul A. Martin and Alma L. Martin to Edwin D. Martin and Brigid R. Martin, his wife, and Joshua P. Martin dated September 22, 2005, and recorded in Franklin County, Pennsylvania in Deed Book Volume 2915, Page 209. CONTAINING 0.5701 acres.

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 Paul A. Martin aka Paul Albert Martin, at and immediately before the time of his 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, her heirs and assigns, forever.

AND the said Grantor, for herself, her heirs, executors, administrators and assigns, does covenant, promise and agree to and with the said Grantee, her heirs and assigns, that she, 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.



The fiduciary makes no representations or warranties as to the condition of the property, that the purchaser accepts the property "as is" and that the purchaser waives any claims for any liability imposed through any environmental actions.

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

WITNESS:

ESTATE OF PAUL A. MARTIN aka PAUL ALBERT MARTIN, DECEASED

Paula J. Martin

Alma L. Martin (SEAL)
Alma L. Martin

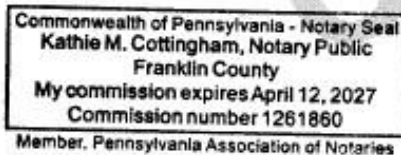
COMMONWEALTH OF PENNSYLVANIA

:
: SS
:

COUNTY OF FRANKLIN

This record was acknowledged before me on December 5, 2023, by Alma L. Martin as Executrix who represents that she is authorized to act on behalf of the Paul A. Martin aka Paul Albert Martin Estate.

In Witness Whereof, I hereunto set my hand and official seal.



Kathie M. Cottingham
Notary Public

Certificate of Residence

I hereby certify that the precise residence of the Grantee is:

9385 Royer Road, Mercersburg, PA 17236

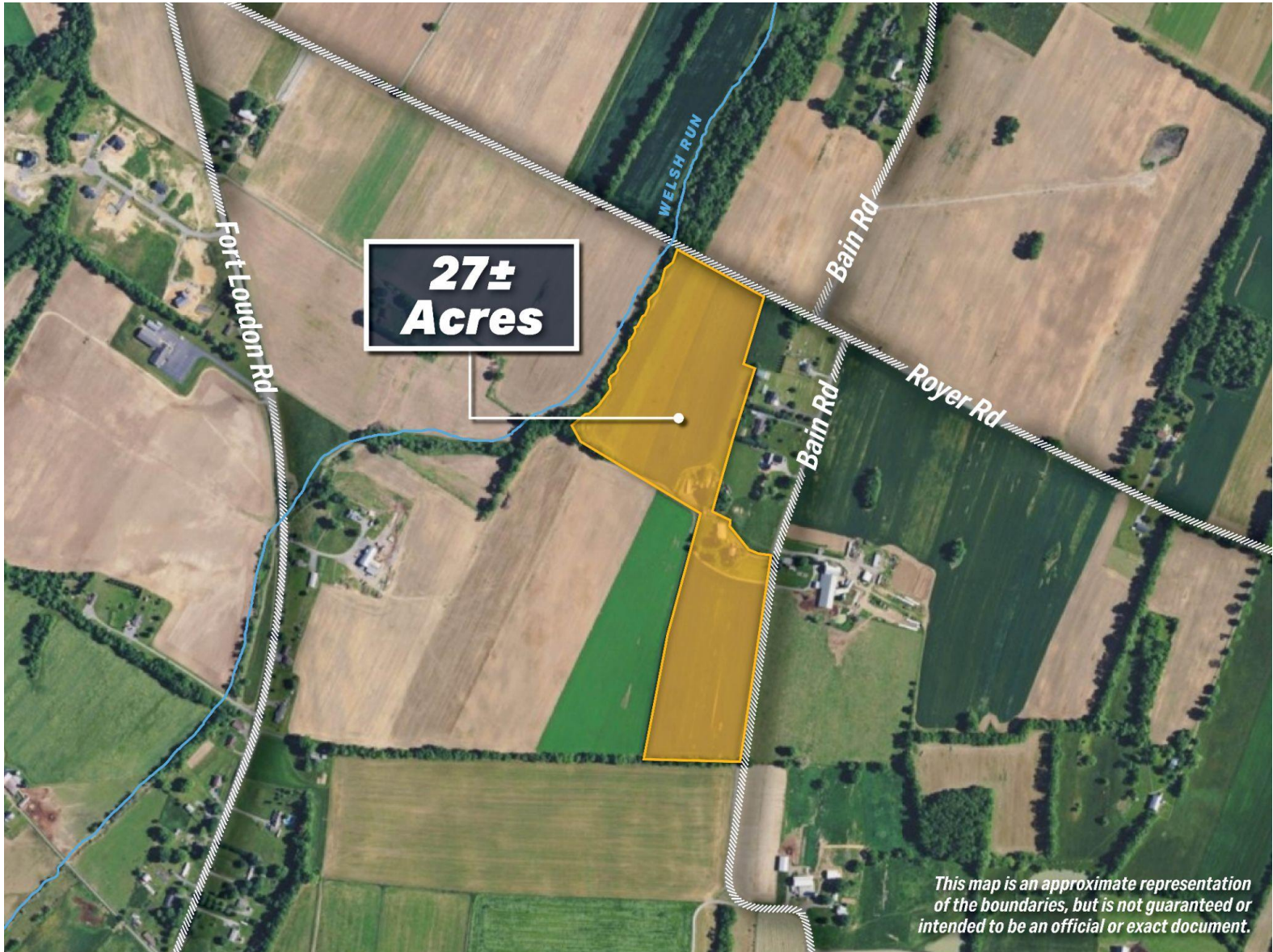
Witness my hand this 5th day of December, 2023.

Kathie M. Cottingham
Agent/Attorney for Grantee



HURLEY
FARM & LAND REAL ESTATE

AERIAL





HbB	Hagerstown-Carbo silty clay loams, 3 to 8 percent slopes
HbC	Hagerstown-Carbo silty clay loams, 8 to 15 percent slopes
HaB	Hagerstown silt loam, 3 to 8 percent slopes
HaA	Hagerstown silt loam, 0 to 3 percent slopes
Me	Melvin silt loam





OWNED BY:

Alma Louise Martin Estate

LOCATED AT:

14025 Bain Rd, Mercersburg, PA 17236

1. **Highest Bidder** | The highest and best bidder shall be the Buyer. The Seller, however, reserves the right to reject any and all bids and to adjourn the sale to a subsequent date. The Auctioneer has the sole discretion of setting bidding increments. If any disputes arise to any bid, the Auctioneer reserves the right to cause the property to be immediately put up for sale again.
2. **Real Estate Taxes/Utilities** | All real estate taxes and utilities shall be pro-rated between the Buyer and Seller to the date of settlement on a fiscal year basis. All real estate taxes for prior years have or will be paid by the Seller.
3. **Transfer Taxes** | Seller shall pay 1/2 of the realty transfer tax and Buyer shall pay 1/2 of the realty transfer tax, provided, however that the Buyer shall be responsible for any additional transfer taxes imposed.
4. **Terms** | \$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 **November 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 Franklin County Courthouse and which may be visible by inspection of the premises.
7. **Risk of Loss** | Seller shall maintain the property grounds, fixtures and any personal property specifically sold with the property in its present condition, normal wear and tear excepted. Seller shall bear the risk of loss for fire or other casualties until the time of settlement. In the event of damage by fire or other casualty to any property included in this sale that is not repaired or replaced prior to settlement, Buyer shall have the option of rescinding this agreement and promptly receiving all monies paid on account of the purchase price or of accepting the property in its then condition, together with the proceeds of any insurance obtainable by Seller. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in the property as of the time of execution of this agreement.
8. **Warranty** | The Buyer expressly acknowledges and understands that the Buyer is buying the property in its present condition and that the Seller makes no representation or warranty of any kind whatsoever with regard to the condition of the premises or any components thereof, including but not limited to, the roof, the electrical system, the plumbing system, the heating system, or any other part of the structure, or any of the improvements on the land.
 - A. **Radon** | Seller has no knowledge concerning the presence or absence of radon. The Seller makes no representation or warranty with regard to radon or the levels thereof.
 - B. **Lead-Based Paint** | If the house was built before 1978, the house may have lead-based paint. Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing and has no reports or records pertaining to lead-based paint and/or hazards in the housing. A lead-based pamphlet "Protect Your Family from Lead in Your House" has been given to Buyer. Buyer waives any ten (10) day lead-based paint assessment period.
 - C. **Environmental Contamination** | Seller is not aware of any environmental contamination on the land.
 - D. **Home Inspection** | Buyer has inspected the property. Buyer understands the importance of getting an independent home inspection and has thought about this before bidding upon the property and signing this agreement.
 - E. **Fixtures and Personal Property** | Included in the sale and purchase price are all existing items permanently attached to the property, including but not limited to plumbing, heating, lighting fixtures (including, if present upon the property, chandeliers and ceiling fans; water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; shrubbery, plantings and unpotted trees; any remaining heating and cooking fuels stored on the property at the time of settlement; wall to wall carpeting; window covering hardware, shades, blinds; built-in air conditioners; built-in appliances; and the range/oven unless otherwise stated). No warranty is given to Buyer as to the working/functional condition of fixtures and/or personal property. All personal property will be removed at Seller's discretion, if items are not removed they become the responsibility of the Buyer.
 - F. **Ventilation/Mold** | The Seller makes no representations or warranties with regard to mold or the absence of mold, adequate or inadequate air exchange or ventilation, or any other matters of home construction wherein mold may be present in the real estate.
 - G. **"AS IS"** | The property is being sold "AS IS" at the time of sale and at the time of the settlement. The Fiduciary/Seller herein makes no representations or warranties as to the condition of the real estate. The Purchaser accepts the property "AS IS". The purchaser waives any claims for any liability imposed through any environmental actions. This agreement shall survive closing. A Seller's disclosure has been made available to Buyer prior to the public auction and shall be exchanged by Buyer and Seller upon the signing of this agreement. If the Seller is an estate, the personal representative(s) will not deliver a disclosure to Buyer inasmuch as they are not required by law.
9. **Financing** | Buyer is responsible for obtaining financing, if any, and this contract is in no way contingent upon the availability of financing.
10. **Settlement Considerations** | The Seller will not pay points, settlement costs, or otherwise render financial assistance to the Buyer.
11. **Dispute Over Handmonies** | In the event of a dispute over entitlement of handmoney deposits, the agent holding the deposit may either retain the monies in escrow until the dispute is resolved or, if possible, pay the monies into the County Court to be held until the dispute is resolved. In the event of litigation for the return of deposit monies, the agent holding handmoney shall distribute the monies as directed by a final order of the court or a written agreement of the parties. Buyer and Seller agrees that, in the event any agent is joined in the litigation for the return of deposit monies, attorneys fees and costs of the agent will be paid by the party joining the agent.
12. This agreement shall survive closing.
13. This agreement may be signed and transmitted by email.
14. Buyer and Seller agrees that Hurley Auctions and Hurley Real Estate and Auctions may collaborate on any aspect of this contract. The scope of collaboration shall include but is not limited to the negotiation, advertising, execution, sharing of resources, sharing of fees, and performance of any aspect whatsoever of the contract.



SELLER'S PROPERTY DISCLOSURE STATEMENT

SPD

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

1 **PROPERTY** 14025 Bain Rd, Mercersburg, PA 17236

2 **SELLER** Alma Louise Martin Estate

3 INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

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

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

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

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

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

34 COMMON LAW DUTY TO DISCLOSE

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

38 EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

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

42 Edwin D Martin

Pamela J Martin

DATE 08/21/26

43 Seller's Initials ____/____ Date ____

SPD Page 1 of 11

Buyer's Initials ____/____ Date ____



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

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rev. 3/21; rel. 7/21

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



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

	Yes	No	Unk	N/A
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 <i>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.</i>				
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 _____

597 23. ATTACHMENTS

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

- 599 ☐ Seller's Property Disclosure Statement Addendum (PAR Form SDA)
600 ☐ _____
601 ☐ _____
602 ☐ _____

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

608 SELLER <u>Edwin D Martin</u>	DATE <u>08/21/26</u>
609 SELLER <u>Pamela J Martin</u>	DATE <u>08/25/26</u>
610 SELLER _____	DATE _____
611 SELLER _____	DATE _____
612 SELLER _____	DATE _____
613 SELLER _____	DATE _____

614 RECEIPT AND ACKNOWLEDGEMENT BY BUYER

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

619 BUYER _____	DATE _____
620 BUYER _____	DATE _____
621 BUYER _____	DATE _____



RESIDENTIAL LEAD-BASED PAINT HAZARDS DISCLOSURE FORM

LPD

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

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

1	PROPERTY 14025 Bain Rd, Mercersburg, PA 17236	
2	SELLER Alma Louise Martin Estate	
3	LEAD WARNING STATEMENT	
4	Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such	
5	property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead	
6	poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient,	
7	behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest	
8	in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or	
9	inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for	
10	possible lead-based paint hazards is recommended prior to purchase.	
11	SELLER'S DISCLOSURE	
12	EDM PIM Seller has no knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property.	
13	Seller has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property. (Provide the	
14	basis for determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces, and other	
15	available information concerning Seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards.)	
16		
17	SELLER'S RECORDS/REPORTS	
18	EDM PIM Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in or about the Property.	
19	Seller has provided Buyer with all available records and reports regarding lead-based paint and/or lead-based paint hazards in	
20	or about the Property. (List documents):	
21		
22	Seller certifies that to the best of Seller's knowledge the above statements are true and accurate.	
23	SELLER <u>Edwin J Martin</u>	DATE 08/21/26
24	SELLER <u>Pamela Martin</u>	DATE 08/25/26
25	SELLER	DATE
26	BUYER	
27	DATE OF AGREEMENT	
28	BUYER'S ACKNOWLEDGMENT	
29	___ / ___ Buyer has received the pamphlet <i>Protect Your Family from Lead in Your Home</i> and has read the Lead Warning Statement.	
30	___ / ___ Buyer has reviewed Seller's disclosure of known lead-based paint and/or lead-based paint hazards and has received the records	
31	and reports regarding lead-based paint and/or lead-based paint hazards identified above.	
32	Buyer has (initial one):	
33	___ / ___ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of	
34	lead-based paint and/or lead-based paint hazards; or	
35	___ / ___ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based	
36	paint hazards.	
37	Buyer certifies that to the best of Buyer's knowledge the statements contained in Buyer's acknowledgement are true and accurate.	
38	BUYER	DATE
39	BUYER	DATE
40	BUYER	DATE
41	AGENT ACKNOWLEDGEMENT AND CERTIFICATION	
42	KMH Agent/Licensee represents that Agent has informed Seller of Seller's obligations under the Residential Lead-Based-Paint	
43	Hazard Reduction Act, 42 U.S.C. §4852(d), and is aware of Agent's responsibility to ensure compliance.	
44	The following have reviewed the information above and certify that the Agent statements are true to the best of their knowledge and belief.	
45	Seller Agent and Buyer Agent must both sign this form.	
46	BROKER FOR SELLER (Company Name) Hurley Real Estate and Auctions	
47	LICENSEE Kaleb Hurley	DATE
48	BROKER FOR BUYER (Company Name)	
49	LICENSEE	DATE



Pennsylvania Association of Realtors®

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10/16

Legacy Realty, Inc., 2886 Rockness Trail East Greencastle, PA 17225
Matthew Hurley

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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,

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Title
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FINANCING

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Nathan C. Bonner — Title Agent

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983 Lincoln Way E, Suite 1, Chambersburg, PA 17201
(717) 762-1415 or (717) 263-5001
nathan@buchanansettlements.com
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Lesa N. Davis | 301-471-4839 | LesaDavis@TriStateSettlements.com

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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.



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