

REAL ESTATE AUCTION



616 Valley Lane

Towson, Maryland 21286

Wednesday, November 21st – 10AM

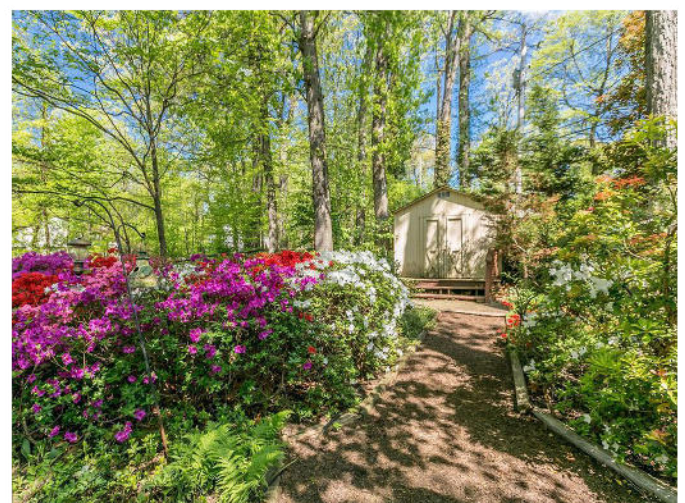
ON THE PREMISES

Terms: 5% Buyers Premium. Deposit of Cash or certified check ONLY in the amount of \$20,000 day of sale. Balance of purchase price, to be paid at settlement by Cashier's or certified check, to bear interest at 10% per annum from the date of sale to the date of settlement. Settlement is expected to occur within 30 days of the date of auction. TIME IS OF THE ESSENCE. Purchaser will pay all costs of all documentary stamps, transfer taxes and recordation fees, Metropolitan taxes and fees, title examination and all costs incidental to settlement. Current year taxes to be adjusted to date of sale and assumed there-after by purchaser. If the seller is unable to convey good and marketable title to the property, the purchaser's sole remedy in law or in equity shall be limited to the refund of the deposit, the sale shall be void and of no effect, and the purchaser shall have no further claim against the auctioneer or the seller. Non-compliance of settlement date, or above terms, will result in forfeiture of the deposit, and the property will be re-sold at the risk and cost of the defaulting purchaser.

OA Richard Opfer
Auctioneering, Inc.

www.opferauction.com

info@opferauction.com











Real Property Data Search

Search Result for BALTIMORE COUNTY

[View Map](#)[View GroundRent Redemption](#)[View GroundRent Registration](#)**Tax Exempt:**
Exempt Class:**Special Tax Recapture:**
NONE**Account Identifier:** District - 09 **Account Number** - 0911353010

Owner Information

Owner Name:	HENNESSEY THOMAS L HENNESSEY ELLEN W	Use:	RESIDENTIAL
Mailing Address:	616 VALLEY LA BALTIMORE MD 21286-7311	Principal Residence:	YES
		Deed Reference:	/07331/ 00169

Location & Structure Information

Premises Address:	616 VALLEY LN 0-0000	Legal Description:	.43 AC 232 N CLUB LA FELLOWSHIP FOREST
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Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0070	0015	0833		0000				2017	Plat Ref:

Special Tax Areas:	Town:	NONE
	Ad Valorem:	
	Tax Class:	

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
1952	1,535 SF	530 SF	18,792 SF	04

Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation
1	YES	STANDARD UNIT	STONE	1 full/ 1 half	1 Attached	

Value Information

	Base Value	Value	Phase-in Assessments	
		As of	As of	As of
		01/01/2017	07/01/2018	07/01/2019
Land:	132,100	132,100		
Improvements	171,500	181,800		
Total:	303,600	313,900	310,467	313,900
Preferential Land:	0			0

Transfer Information

Seller: HENNESSEY THOMAS L	Date: 10/06/1986	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: /07331/ 00169	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2018	07/01/2019
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00 0.00	0.00 0.00

Tax Exempt:
Exempt Class:**Special Tax Recapture:**
NONE

Homestead Application Information

Homestead Application Status: Approved 06/24/2009

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application **Date:**



PURCHASING REAL ESTATE AT AUCTION

General Information

The following information is provided by Richard Opfer Auctioneering, Inc. to assist you in understanding your purchase of a property at public auction. The material in this form is general in nature and does not limit your obligations under the contract of sale that you will be required to sign.

Terms of Sale: Your responsibilities as a purchaser have been advertised prior to the day of sale and will be read by the auctioneer at the time of sale. Additional terms may be announced on the day of sale or may be posted at the sale site. The auctioneer will make important announcements regarding the property and your obligations as a purchaser. Please feel free to ask any questions regarding these terms.

Condition of Property: The property will be sold "AS IS." Unless otherwise announced, the sellers make no representations or warranties about the condition of the property. The sellers will not make any repairs.

Deposit: Your deposit will be credited towards the purchase price. If you do not comply with the "TERMS OF SALE", either published or within the contract of sale, you might lose all or part of your deposit. In addition, if you fail to settle for the property, you might be obligated to pay the expenses to resell the property.

Expenses: You will be responsible for the expenses of owning the property as of the date of sale, including taxes, utility costs and insurance. You will be required to pay interest on the amount of the purchase price, less the amount of your deposit, from the date of the sale to the date you settle for the property. We recommend that you obtain a fire insurance binder on the property immediately as of the date of sale. The purchaser will pay all of the settlement expenses, including title fees and recording costs.

Settlement: The settlement or closing period is specified within the terms of sale. If settlement is based on ratification by a court, that ratification period will take from 30 to 45 days.

Financing: It is the purchaser's responsibility to obtain financing. If you plan to use a mortgage to purchase the property, we recommend that you apply for the loan immediately. If the bank must take a longer than specified time to complete the loan, the sellers may extend settlement for a short period of time if you can provide proof of loan commitment. If you do not obtain the financing within the specified time for settlement, you will be in default of your contract of sale.

FAILURE TO COMPLY WITH ANY OF THE TERMS OF SALE MAY CAUSE YOU TO FORFEIT YOUR DEPOSIT AND BE RESPONSIBLE FOR THE EXPENSES TO RESELL THE PROPERTY.



CONTRACT OF SALE
616 Valley Lane, Towson, Maryland 21286

This is a Legally Binding Contract: If Not Understood, Seek Competent Advice

THIS AGREEMENT OF SALE, this 21st day of November, Two Thousand and Eighteen, between:

_____, Seller(s),

and _____

Buyer(s).

Witness that the said seller does hereby bargain and sell unto the said Buyer, and the Buyer does hereby purchase from the Seller the following described property, situate and lying in Baltimore County, State of Maryland:

BEING known and designated as: 616 Valley Lane, Towson, Maryland 21286

Bid Price \$ _____

Buyer's Premium \$ _____ (5% of Bid Price)

Contract Price \$ _____

Cash Down Payment (non-refundable) day of auction \$ _____ Balance of unpaid purchase price as of day of sale: \$ _____

Interest on the unpaid balance of the purchase price to accrue at the rate of 10% per annum prorated from the day of sale to the day of settlement, and is to be paid by the buyer at settlement. Settlement must occur on or before 45 days following the auction date.

Note: If balance is not paid when due, deposit shall be retained by seller.

**Warranty
Deed**

Upon payment as above provided of the unpaid purchase money, a deed for the property shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer.

Title

Title to the property shall be good and merchantable, free of liens and encumbrances except as specified herein or insurable by a standard ALTA policy without special premium and except: use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the property is located, and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property. If the seller is not able to convey marketable title the purchaser's only remedy is the return of the deposit.

Insurance

It is also understood and agreed that the Seller shall immediately have all of the insured policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and shall continue said insurance in force during the life of this contract. In the event it shall be determined by the Buyer that the property is inadequately insured by the Seller, the Buyer shall have the right at Buyer's option and expense, to obtain such insurance, or additional insurance, as shall be satisfactory to Buyer.



**Default
Forfeiture
Venue**

If the Buyer defaults, in addition to any other legal or equitable remedies available to Seller, the Seller may declare the deposit forfeited and resell the property at the risk and expense of the defaulting Buyer. In such event, the defaulting Buyer shall be liable for the payment of any deficiency in the purchase price, all costs and expenses of the resale, and reasonable commissions and attorney's fees incurred by either the Seller and/or Seller's Agent for the resale and/or litigation arising out of this action. In the event of said default, the parties herein agree to the disbursement of the deposit money by the holder for any resale deficiency, expenses, or any other cost incurred or disbursement due as a result of said default. This shall not be considered liquidated damages and settlement thereof unless so agreed to in writing by amendment hereto. The parties respective rights and obligations regarding the contract of sale shall be governed by the laws of the State of Maryland. The Buyer hereby submits to the jurisdiction of the courts for the county in which this property is located.

Agency

The Seller recognizes Richard W. Opfer, Jr., President of Richard Opfer Auctioneering, Inc. as the agency negotiating this contract and agrees to pay said agency a fee for services rendered in the amount provided for in the agreement to sell.

Improvements

The improvements hereon are being sold in "AS IS" condition without warranty of any kind except as stated herein.

Inclusions

Included in the purchase price are all permanently attached fixtures and equipment including but not limited to heating, plumbing, electrical and related systems.

Adjustments

Ground rent, all taxes general or special, and all other public or governmental charges or assessments against the premises which are, or may be, payable on an annual basis (including Metropolitan District, Sanitary Commission or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage, or other public improvements completed or commenced on or prior to the date hereof or subsequent hereto), are to be adjusted and apportioned as of the date of sale, and are to be assumed and paid hereafter by Buyer, whether assessments have been levied or not as of date of sale.

**Stamps
Recordation and
Transfer Taxes**

The cost of all documentary stamps, recordation tax and transfer tax, where required by law, shall be paid by the Buyer.

Possession

Possession of the premises shall be given to Buyer at Settlement.

**Time of the
Essence**

Time shall be the essence of this agreement.



Risk of Loss

The herein described property is to be held at the risk of the Seller until legal title has passed or possession has been given to Buyer. If, prior to the time legal title has passed or possession has been given to Buyer, all or a substantial part of the property is destroyed or damaged, without fault of the Buyer, then this contract, at the option of the Buyer, shall be null and void and of no further effect, and all monies paid hereunder shall be returned promptly by Seller to Buyer.

Entire Agreement

This contract contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms conditions or representations not herein written. The parties hereto hereby bind themselves, their heirs, personal representatives, successors and assigns for the faithful performance of this contract.

Witness the handle and seals of the parties hereto the day and year first above written.

Witness as to Buyer Signature

Buyer Signature

Date

Witness as to Buyer Signature

Buyer Signature

Date

Witness as to Seller Signature

Seller Signature

Date

Witness as to Seller Signature

Seller Signature

Date

STATE OF MARYLAND, COUNTY OF _____

On the _____ day of _____, _____ before

Me the undersigned officer personally appeared _____

known to me to be the person(s) whose name(s) is/are subscribed to me within the instrument and acknowledged that he/she/they executed the same for the purposes therein contained. In witness whereof I hereunto set my hand and official seal.



NOTICE TO SELLER AND PURCHASER

Section §10-702 of the Real Property Article, Annotated Code of Maryland, requires the owner of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the owner is selling the property “as is” and makes no representations or warranties as to the condition of the property or any improvements on the real property, except as otherwise provided in the contract of sale, or (b) a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT disclosing defects or other information about the condition of the real property actually known by the owner. Certain transfers of residential property are excluded from this requirement (see the exemptions listed below).

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

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

Property Address: 616 Valley Lane, Towson, Maryland 21286

Legal Description:

The undersigned owner(s) of the real property described above make no representations or warranties as to the condition of the real property “as is,” with all defects which may exist, except as otherwise provided in the real estate contract of sale. The owner(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under Section 10-702 of the Maryland Real Property Article.

Owner _____ Date _____

Owner _____ Date _____

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

Purchaser _____ Date _____

Purchaser _____ Date _____

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE ACT

10-702. *Exemptions.* – The following are specifically excluded from the provisions of Section 10-702:

1. The initial sale of single family Residential Real Property;
2. A transfer that is exempt from the transfer tax under §13-207 of the Tax-Property Article, except land installment contracts of sale under §13-207(11) of the Tax-Property Article and options to purchase real property under §13-702(12) of the Tax-Property Article;
3. A sale by a lender acquiring the Real Property by foreclosure or deed in lieu of foreclosure;
4. A sheriff's sale, tax sale, or sale by foreclosure, partition, or by court appointed trustee;
5. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust; or
6. A transfer of single family Residential Real Property to be converted by the buyer into a use other than residential use or to be demolished.



LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT

Lead Warning Statement

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.

Seller's Disclosure (Initial)

____ (a) Presence of lead-based paint and/or lead based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____

☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

____ (b) Records and Reports available to the lessor (check one below):

☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below): _____

☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgement (Initial)

____ (c) Purchaser has received copies of all information listed above.

____ (d) Purchaser has received the pamphlet "Protect Your Family From Lead In Your Home"

____ (e) Purchaser has (check one below)

☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards.

☒ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgement (Initial)

____ (f) Agent has informed the seller of the seller's obligation under 42 U.S.C. 4852d and is aware of his / her responsibility to ensure compliance.

Certification of Accuracy

The Following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer

Date

Buyer

Date

Seller

Date

Seller

Date

LEAD-BASED PAINT HAZARD NOTICE AND AGREEMENT



State of Maryland Real Estate Commission Agency Relationship Disclosure
Understanding Whom Real Estate Agents Represent

There are four different types of real estate agency relationships in Maryland:

1. Seller's Agent

A seller's agent is a licensed real estate broker, associate broker, or salesperson who is affiliated with the listing broker for a property or who is the listing broker for the property. The seller's agent exclusively represents the seller (or landlord) but may also assist the buyer in purchasing property. The seller pays the agent's fee.

2. Cooperating Agent

A cooperating agent is a licensed real estate broker, associate broker, or salesperson who is not affiliated with the listing broker for a property. The cooperating agent assists the buyer in finding a property to purchase, but represents, and is paid by the seller.

3. Buyer's Agent

A buyer's agent is a licensed real estate broker, associate broker, or salesperson. The buyer's agent exclusively represents the buyer (or tenant), but may also assist a seller. The agent's fee can be paid by either the buyer or the seller as specified in a written agreement.

- A buyer's agent evaluates the property, prepares an offer, and negotiates in the best interest of the buyer.
- Before a buyer's agent can represent the buyer, the buyer and the buyer's agent must sign a written agreement.

4. Dual Agent

The broker who represents both the seller and the prospective buyer of the property is the dual agent. Dual agency arises when:

- i. The seller's agent and the buyer's agent work for the same real estate firm;
- ii. The buyer is interested in a property listed by that firm;
- iii. Both the buyer and seller have consented to the dual agency by signing the "Consent For Dual Agency" form; and
- iv. The Broker designates one agent to act on behalf of the seller and one agent to act on behalf of the buyer.

The seller pays both agents' fees unless otherwise provided in a written agreement.

A dual agent does not represent the interests of either the buyer or seller exclusively. If you want an agent to represent exclusively, do not sign the "Consent for Dual Agency" form.

- Because dual agents are in the same firm, there may be a conflict of interest between the parties because the interests of the parties may be different or adverse.
- Dual agents do not owe undivided loyalty to either the buyer or seller.
- The possibility of a dual agency will not arise if a buyer's agent works for a real estate firm that exclusively represents buyers. That type of buyer's agent can represent the buyer for all property without any conflict of interest. Furthermore, a dual agency will not arise if a seller's agent works for a firm that exclusively represents sellers or if either party refuses to sign the "Consent for Dual Agency" form. If all parties do not agree to the dual agency, the seller will continue to be represented by the seller's agent under the terms of the listing agreement. The buyer may choose to be assisted by the seller's agent, another agent from that firm who will also represent the interests of the seller, a cooperating agent or to be represented by a buyer's agent from another brokerage.

Remember these important points when choosing a real estate agent:

- ✓ Written Agreement and Compensation: All agreements with real estate agents should be in writing and should explain the duties and obligations of the agent. The agreement should explain how the agent will be paid and any fee-sharing agreements with other agents.
- ✓ Duties Of An Agent: Real estate agents must exercise reasonable care and diligence and maintain confidentiality of clients. All agents must treat all parties fairly, not discriminate in the offering of properties, promptly present each written offer or counter-offer to the other party, and answer questions truthfully.
- ✓ Disclosure of Material Facts: Real Estate agents must disclose all material facts that are known or should be known relating to a property. An agent's duty to maintain confidentiality does not apply to the disclosure of material facts.
- ✓ Legal and Tax Questions: A real estate agent is qualified to advise only on real estate matters. If you need legal or tax advice, consult a licensed attorney or accountant.
- ✓ Complaints About An Agent: Any complaints about an agent may be filed with the Real Estate Commission at 501 St. Paul Place, Baltimore, Maryland 21202, telephone number (410) 333-8322.

We, the _____ Buyers _____ Sellers acknowledge receipt of a copy of this disclosure and that Richard Opfer Auctioneering, Inc., and Richard W. Opfer, Jr. are working as

- ☒ Seller's Agent
☐ Cooperating Agent
☐ Buyer's Agent
☐ Dual Agent (See "Consent for Dual Agency Form")

Signature

Date

Signature

Date



Real Estate Broker Participation Form

**For the Auction of
616 Valley Lane, Towson, MD 21286**

To: Richard Opfer Auctioneering, Inc.

Broker Name, Address & Phone Numbers:

I will be representing the Buyer in this transaction and would like to register said Buyer for the auction of the property located at 616 Valley Lane, Towson, Maryland 21286 on Wednesday, November 21, 2018

I understand and agree that I will be paid a commission of 2% of the hammer price at time of settlement.

The Buyer is:

Buyer Signature:

Realtor Signature:



RECEIPT FOR DEPOSIT

616 Valley Lane, Towson, Maryland 21286

The sum of _____ dollars (\$_____.00) has been received as a deposit for the property located at: **616 Valley Lane, Towson, Maryland 21286**

On _____.

Buyer:

_____ (signature)

_____ (Printed name)

Received by:

_____ (signature)

_____ (printed name)

RICHARD OPFER AUCTIONEERING, INC.

A total deposit of _____ has been collected for: **616 Valley Lane, Towson, Maryland 21286**