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REAL ESTATE AUCTION

\$200,000 Opening Bid

NORTHERN BALTIMORE COUNTY

CHURCH & SCHOOL BUILDING

– On 8.86± Acres –

Formerly Known As:
"The Mount" & "Forest Baptist Church"

Sale on Premises:

17700 FORESTON ROAD

Tax IDs: 17-00009231 & 05-20040070

Near Mount Carmel Road

Upperco, Baltimore County, MD 21155

Live On-Site Only Auction

**FRIDAY, OCTOBER 28, 2022
AT 11:00 A.M.**

NOTE: The information contained herein has been obtained from sources deemed reliable and is believed to be accurate. However, no express or implied warranty is made or may be inferred from any such representation. Dimensions, square footage and acreage contained herein are more or less. Prospective purchasers are encouraged to perform their own due diligence, in advance of the auction, regarding the permitted uses of the property.

LOCATION:

17700 & 17705 Foreston Road comprise a roughly 9 acre property in the Upperco area of Northern Baltimore County. The facility has been known most recently as "The Mount," and previously as the "Forest Baptist Church." Nestled among the rolling cornfields, pastures and expansive homesteads for which the area is well-known, the church and school building sit prominently on a hill with scenic views throughout the valley below. Foreston Road runs north from Mount Carmel Road, near Falls Road, up to Pretty Boy Reservoir. The Harrisburg Expressway (I-83) is 6 miles east, and Hampstead is approximately the same distance west. Friendly Farms, a destination restaurant and farm, is one-half mile south.

Originally constituted as the Forest Baptist Church in 1843, the church has been a community asset for nearly 180 years. The current sanctuary was built in 1918, and the adjoining school building and offices in 1976. The facility is an attractive location to continue the legacy promulgated by generations of area congregants and residents, or to reposition the property for alternative uses moving forward. The auction provides an excellent opportunity to purchase nearly 9 acres with two prominent buildings among the most attractive scenery in the Mid-Atlantic region.

For more information about the area, please visit:

Baltimore County Government – <https://www.baltimorecountymd.gov/>

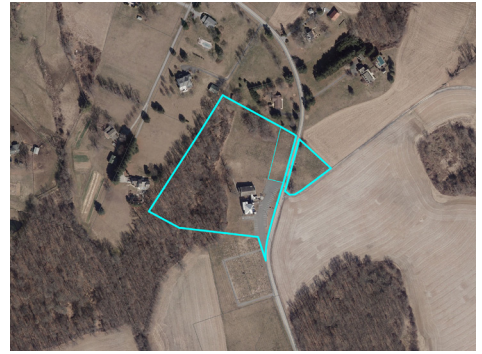
Friendly Farm – <https://friendlyfarm.net/>



SITE:

The site comprises 8.86 acres, more or less, on and according to, two tax records, and as further detailed below.

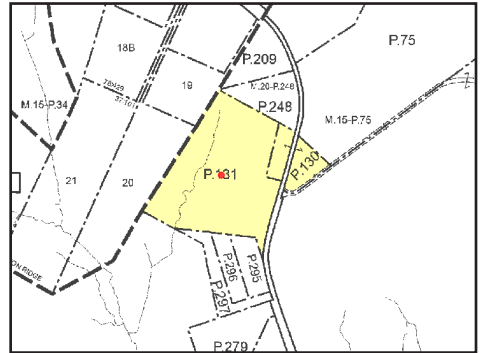
- Serviced by well and septic.
Well Yield and Water Test: **Result** and **Certificate of Analysis**
- The eastern half of the property, including where the buildings are situated, is clear with lightly rolling topography.
- The western half of the property is wooded.
- Asphalt paved parking area with approximately 43 parking spaces.
- 17700 Foreston Road – Baltimore County Tax ID 17-00009231 – comprises 7.15 acres, including the existing structures.
- 17705 Foreston Road – Baltimore County Tax ID 05-20040070 – comprises 1.71 acres on both sides of Foreston Road.



ZONING:

RC-2 – Agricultural Protection

According to the Baltimore County Citizen’s Guide to Zoning: “Intent: To foster conditions favorable to a continued agricultural use of the productive agricultural areas of Baltimore County by preventing incompatible forms and degrees of urban uses. Typical Uses Permitted by Right: Farm, farmette, single-family detached dwelling, farmer’s roadside stand, tenant house. Typical Uses Permitted by Special Exception: Antique shop, animal boarding place, church, farm market, landscape operation, agricultural support uses. Note: The minimum lot size is one acre.”



For more information, please visit:

Zoning Review –

<https://www.baltimorecountymd.gov/departments/planning/zoning/Zoning Map>

IMPROVEMENTS:

The property is improved by a sanctuary building and school building connected by a common entry foyer. Gross building area is estimated to be 13,480 square feet.

Stone Sanctuary Building – constructed in 1918 and containing approximately 3,110 square feet on each level. The building is arranged for a roughly 250 person sanctuary on the first floor, and features prominent stone work, ornate stained glass, pews, pulpit, baptismal pool and technology booth. The lower level is arranged for a multipurpose room or fellowship space, kitchen and bathroom. Boiler (oil), forced air heat and central air conditioning.

School Building – constructed in 1976 and containing 3,180 square feet on each level. The masonry block building features carpet, drop ceiling and drywall finishes. Arranged for 9 classrooms including dividers for further separation, three offices, storage room and 4 total bathrooms. Forced air heat and central air conditioning (multiple zones).

The entry foyer contains approximately 900 square feet.

Building Layout



TITLE:

The property is in fee simple and sold free and clear of liens.

TAXES:

The properties are assessed for a total of \$771,000. No payment data is posted for tax exempt organizations. Estimated taxes for a non-exempt organization would be roughly \$8,481 per year.

SUMMARY TERMS OF SALE:

Please see the contract of sale for complete terms.

A \$25,000 deposit, payable by cashier's check, will be required of the Purchaser at time and place of sale. The deposit shall be increased to 10% of the purchase price by 11:00 A.M., Monday, October 31, 2022, at the Auctioneer's office. Deposit funds shall be held by A. J. Billig & Co., LLC. Balance to be paid in cash at settlement, which shall take place within 45 days. If payment of the deposit or balance does not take place within the specified time, the deposit shall be forfeited and the property may be resold at the risk and expense of the Purchaser. Interest to be charged on the unpaid purchase money, at the rate of 6% per annum, from date of contract to date of settlement. All adjustments, including taxes, ground rent and all other public charges and assessments payable on a monthly or annual basis, and sanitary and/or metropolitan district charges, if any, to be adjusted for the current year to date of contract and assumed thereafter by the Purchaser. The property will be sold in "AS IS" condition, and subject to easements, agreements, restrictions or covenants of record affecting same, if any. Purchaser assumes the risk of loss from the date of contract forward. The Purchaser waives and releases the Seller, the Auctioneers, and their respective agents, successors and assigns from any and all claims the Purchaser and/or its successors and assigns may now have or may have in the future relating to the condition of the property, including but not limited to the environmental condition thereof. If the Seller is unable to convey good and marketable title, the Purchaser's sole remedy in law or equity shall be limited to the refund of the deposit. Upon refund of the deposit this sale shall be null and void and of no effect, and the Purchaser shall have no further claim against the Seller or Auctioneers. Recordation costs, transfer taxes, including agricultural transfer tax, if applicable, and all costs incidental to settlement to be paid by the Purchaser except where otherwise mandated by local, State or Federal law. Time is of the essence.

No Buyer's Premium.



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PURCHASING REAL ESTATE AT AUCTION

The following information is provided by A. J. Billig & Co., Auctioneers 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. *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, as well as any deficiency incurred.*

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 toward 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, including any deficiency resulting therefrom. If the "TERMS OF SALE" require you to increase your deposit above the amount specified, the Auctioneer will likely accept your personal or business check for the difference on the day of sale. Otherwise, you can bring, wire or messenger certified funds for the increased deposit within the time stated.

EXPENSES: You may be responsible for the expenses of owning the property as of the date of sale or as of the date of settlement, including taxes, utility costs and insurance. You may 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, the ratification period is typically forty-five to sixty days, but might take longer. You will be expected to settle for the property within the specified time.

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 longer than the specified time to complete the loan, the sellers may extend settlement for a short period if you can provide proof of a 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.

BIDDING PROCEDURE: At the conclusion of the announcement and question period, the auctioneer will solicit bids for the property. Bids are generally made either orally or by raising a hand. Bidding increments are made in amounts acceptable to the auctioneer, who may set a minimum bidding increment as the sale progresses. Any bid that is merely a nominal or fractional advance may be rejected by the auctioneer if in his judgement it may affect the sale injuriously. If a dispute arises between two or more bidders, the auctioneer shall decide in favor of one of the bidders, or immediately re-offer the property.

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