

410-296-8440 **a** ajbillig.com



REAL ESTATE AUCTION

Featuring Live & Simulcast Online Bidding \$125,000 Opening Bid

MONKTON

- My Lady's Manor Historic District -

0.56± ACRE COMMERCIAL PROPERTY

2 Homes Requiring Full Renovation Zoned BL-CR • Next to NCR Trail

Commercial or Residential Use

Sale On Premises:

1905 MONKTON ROAD

Monkton, Baltimore County, Maryland 21111

Online Bidding Opens
MONDAY, NOVEMBER 11, 2024

Live Onsite Auction Begins
WEDNESDAY, NOVEMBER 13, 2024
AT 2:00 P.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:

1905 Monkton Road is located in the Monkton area of northern Baltimore County. The property sits about 150 feet from the NCR/Torrey C. Brown Rail Trail, a well-frequented recreational trail for cyclists and hikers. The trail was originally a rail line linking York and Baltimore, and the associated railroad station helped spur the architecture and quaint feel of the area existing into the modern day. The overall surrounding area is known as My Lady's Manor on the National Register of Historic Places, and other listed (National, Maryland or both) historic buildings in the immediate area include The Monkton Railroad Station, Monkton Hotel, Monkton Hall, Station Master's House, Owen House, Mrs. William A. Codd House, Willow Glen and many others.

The property sits opposite the Monkton Hotel and Café, next to Pedego Electric Bike Rentals, and within a few hundred feet of Monkton Station. Other nearby properties include single family homes, religious facilities, farms and farmettes. I-83 is approximately 3.5 miles west. In addition to the rail trail, a number of well-frequented destinations are nearby, including the Manor Tavern, Inverness Brewing and Gunpowder Falls State Park. According to Baltimore County Public Schools records, nearby schools include Sparks Elementary, Hereford Middle and High. St. James Academy and Oldfields School are also in the area.

For more information about the area, please visit:

Baltimore County Government - https://www.baltimorecountymd.gov/

Baltimore County My Neighborhood - https://bcgis.baltimorecountymd.gov/myneighborhood/

Baltimore County Public Schools - https://www.bcps.org/

Maryland Historic Property Search - Medusa - https://apps.mht.maryland.gov/medusa/

SITE:

Lot size – 0.564 acre, more or less, according to public tax records

Rear yard. Parking area (front). Rear shed.

Serviced by private well and septic.

ZONING:

Zoned BL-CR - Business Local - Commercial, Rural

According to the Baltimore County Citizen's Guide to Zoning, typical uses permitted by right in the Business Local district include "retail sales, personal services, restaurant, bank, office, tavern, food store (and) medical clinic. The Commercial, Rural designation references back to the underlying zoning (BL) with respect to permitted uses and with limitations as to "size and appearance... to ensure development is compatible with the rural setting."

For more information about Baltimore County Zoning, please visit:

Citizen's Guide to Zoning - https://www.baltimorecountymd.gov/files/Documents/Planning/citizensguide.pdf
Zoning Review - https://www.baltimorecountymd.gov/departments/pai/zoning

IMPROVEMENTS:

The property is improved by two structures believed to have been constructed in the mid to late 1800s. Both properties need comprehensive renovation. The secondary structure may require demolition.

Primary structure -

- Located at the northwest corner of the property (closer to Old Monkton Road)
- Constructed in 1878 containing 1,116 square feet above grade, according to public tax records
- Exterior features include a screened porch, covered side entry, vinyl siding, asphalt shingle roof, vinyl clad replacement windows and aluminum down spouts and rain gutters.
- The interior is arranged as follows: living room, kitchen and bath, on the first floor; 3 rooms on the second floor; cellar basement; forced air heat (propane); central air conditioning.

Secondary structure -

- Located at the center of the property (closer to Garfield Avenue)
- Age unknown. Original structure believed to be older than primary structure and with subsequent addition.
- Exterior features include brick and clapboard exterior, covered front porch, wood windows and asphalt shingle roof.
- The interior is arranged as follows: two rooms and bath, on the first floor; two rooms on the second floor.

TITLE:

In fee simple; sold free and clear of all liens.

TAXES

Current annual real estate taxes are \$3,654.20 based on a full value tax assessment of \$299,267.

SUMMARY TERMS OF SALE:

Please see the contract of sale for complete terms.

Live Auction Bidders – a \$20,000 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 with 24 hours at the Auctioneer's office (wire or cashier's check).

Online Auction Bidders – a \$20,000 or 10% deposit, whichever is greater, payable by cashier's check or wire, will be required of the purchaser by 4:00 P.M. on the day of auction.

Deposit funds shall be held by A. J. Billiq & 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 12% 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, WHERE IS" condition, subject to easements, agreements, restrictions, Baltimore County notices and zoning, or covenants of record affecting same, if any. The Purchaser agrees to waive the right of inspection for lead paint, as provided under current Federal and State law, and agrees to waive any right of rescission under the Baltimore County Code regarding well water requirements. 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 form 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 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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INSTRUCTIONS FOR ONLINE AUCTIONS

REGISTERING TO BID

- 1. Go to ajbillig.com/auctions and find the web page for the auction you are interested in.
- 2. Click the button: Register & Bid Online.
- 3. After the online bidding screen opens, click the button: Register To Bid a. If you don't have an account, click: "NO ACCOUNT? SIGN UP HERE" b. If you already have an account, enter your login information.
- 4. Enter your contact information and agree to the terms of sale and terms of use.
- 5. Enter your credit card* information to confirm your identity. You will NOT be charged the deposit amount.
- 6. After completing the registration steps, you will be redirected to the online bidding screen.

INSTRUCTIONS FOR ONLINE BIDDING

- The online bidding screen will display information such as time left in the auction, starting bid, and your personal max bid (if you have placed a max bid). Once bidding has started, there is a tab for bids which will show all the bids that have been placed.
- 2. To place a new bid, click the red button which displays the current asking amount.
- 3. To bid a custom amount, click the arrow at the right of the bid button and choose: Bid a specific amount.
- 4. Once a bid amount is entered, the system will prompt you to confirm the amount that you offered. Click Confirm Bid to place your bid.
- 5. To place a max bid before the auction begins, click on the prebid button and enter the maximum amount that you plan on offering for the property. The system will autobid for you up to that point. If you would like to place a max bid while the auction is live, click the arrow at the right of the bid button and choose: Create maxbid.
- 6. A.J. Billig will send out reminders regarding time left in the auction and other pertinent information. The menu icon on the top right of the screen will display the message board where all of the notifications will be sent.
- 7. For more information please call, 410-296-8440 or visit: ajbillig.com/buyers-faqs



