

LEGAL NOTICE

The Law Offices of Kirk Halpin & Associates, P.A.
6339 Ten Oaks Road, Suite 150
Clarksville, Maryland 21029

SUBSTITUTE TRUSTEES' SALE OF A VALUABLE RANCHER STYLE HOME

72 Maloney Road, Elkton, MD 21921

Under and by virtue of the power of sale contained in a certain Real Estate Deed of Trust (the "Deed of Trust") from Whited Properties, LLC, dated June 14, 2006, recorded in Book 2164 at Page 285 among the Land Records of Cecil County (Case No. 07-C-14001530), default as defined in said Deed of Trust having occurred, and at the request of the party secured thereby, the undersigned Substitute Trustees will sell at public auction at the Circuit Court for Cecil County, at the Courthouse Door, Elkton, 129 E. Main Street, on **December 22, 2014 at 10:00 AM.**

ALL THAT FEE-SIMPLE LOT OF GROUND AND THE IMPROVEMENTS THEREON situated in Cecil County, MD and more fully described in the aforesaid Deed of Trust.

The property is improved by 1 story rancher style home with 3 bedrooms, 1 bathroom and a fireplace.

Terms of Sale: A cash deposit, certified check or cashier's check for \$10,000 will be required of the purchaser(s) at time and place of sale. The balance of the purchase price is to be paid in cash within ten (10) days following final ratification of the sale by the Circuit Court for Cecil County. Substitute Trustee will grant an additional 30 days to settle upon the receipt of an additional non-refundable deposit of \$8,000. Time is of the essence for the purchaser(s) performance. If the purchaser(s) fails to go to settlement the deposit shall be forfeited to the Substitute Trustees and all expenses of this sale (including attorney fees and full commission on the gross sales price of the sale) shall be charged against and paid from the forfeited deposit. In the event of resale the defaulting purchaser(s) shall not be entitled to any surplus proceeds or profits resulting from any resale of the property regardless of any improvements made to the real property. Interest to be charged on the unpaid purchase money at the rate of 5% from date of sale to the date funds are received by the Substitute Trustees. All other public charges or assessments, including but not limited to, environmental citations, water/sewer charges, ground rent, sanitary and/or metropolitan district charges, personal property taxes, real property taxes, tax sale redemption, condominium/HOA dues, are to be adjusted to the date of sale and assumed thereafter by the purchaser(s). The purchaser(s) shall be responsible for payment of any ground rent escrow, if required. The property will be sold in "AS IS" condition, and without any representations or warranties, either express or implied, with respect to the nature, value, use, description or condition of the property, equipment, fixtures or improvements. The property is also being sold subject to all existing housing, building and zoning code violations, critical area and wetland violations, environmental problems, conditions or hazards, which may exist on or with respect to the property and such state of facts that an accurate survey or physical inspection of the property might disclose. Purchaser(s) shall be responsible for obtaining physical possession of the property. If there are tenants in possession of all or part of the property, the Substitute Trustees shall not be responsible for any tenant security deposit. The property is being sold subject to easements, agreements, restrictions or covenants of record affecting same, if any. If the Substitute Trustees are 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 to the purchaser(s). Upon refund of the deposit this sale shall be null and void and of no effect and the purchaser(s) shall have no further claim against the Substitute Trustees. Cost of all documentary stamps, transfer taxes, agricultural transfer taxes and settlement costs to be paid by the purchaser(s). In the event settlement is delayed for any reason and the property is purchased by someone other than Note holder, there shall be no abatement of interest caused by the delay. The purchaser(s) at the foreclosure sale shall assume the risk of loss for the property from the date of sale. The information contained herein was obtained from sources deemed to be reliable, but is offered for information purposes only. The Auctioneer and the Substitute Trustees do not make representations or warranties with respect to the accuracy of this information. The acreage and square footage are approximate.

Kirk J. Halpin, Daniel A. Staeven, Substitute Trustees

Auctioneer:
Hunter's Auctioneer Services, Inc.
Norman Hunter, Auctioneer
2084 Jacob Tome Mem. Hwy
Port Deposit, MD 21904
(410) 658-6400

CG 12/4 12/11 12/18

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SUBSTITUTE TRUSTEES' SALE OF A VALUABLE COMMERCIAL PROPERTY KNOWN FORMERLY AS

"M & M SPORTS"

343 E. Pulaski Highway, Elkton, MD 21921

Under and by virtue of the power of sale contained in a certain Deed of Trust from Harry W. McMullen, Jr. and Terry Jo McMullen, dated October 15, 2004, recorded in Book 1759 at Page 536 among the Land Records of Cecil County (Case No. 07-C-14-001800), default as defined in said Deed of Trust having occurred, and at the request of the party secured thereby, the undersigned Substitute Trustees will sell at public auction at the Circuit Court for Cecil County, at the Courthouse Door, 129 E. Main Street, Elkton, on **December 22, 2014 at 10:25 AM.**

ALL THAT FEE-SIMPLE LOT OF GROUND AND THE IMPROVEMENTS THEREON situated in Cecil County, MD and more fully described in the aforesaid Deed of Trust.

A vacant, undeveloped commercially zoned lot which formerly held M&M Sports containing .46 acres of land more or less.

Terms of Sale: A cash deposit, certified check or cashier's check for \$10,000 will be required of the purchaser(s) at time and place of sale. The balance of the purchase price is to be paid in cash within ten (10) days following final ratification of the sale by the Circuit Court for Cecil County. Substitute Trustee will grant an additional 30 days to settle upon the receipt of an additional non-refundable deposit of \$8,000. Time is of the essence for the purchaser(s) performance. If the purchaser(s) fails to go to settlement the deposit shall be forfeited to the Substitute Trustees and all expenses of this sale (including attorney fees and full commission on the gross sales price of the sale) shall be charged against and paid from the forfeited deposit. In the event of resale the defaulting purchaser(s) shall not be entitled to any surplus proceeds or profits resulting from any resale of the property regardless of any improvements made to the real property. Interest to be charged on the unpaid purchase money at the rate of 5% from date of sale to the date funds are received by the Substitute Trustees. All other public charges or assessments, including but not limited to, environmental citations, water/sewer charges, ground rent, sanitary and/or metropolitan district charges, personal property taxes, real property taxes, tax sale redemption, condominium/HOA dues, are to be adjusted to the date of sale and assumed thereafter by the purchaser(s). The purchaser(s) shall be responsible for payment of any ground rent escrow, if required. The property will be sold in "AS IS" condition, and without any representations or warranties, either express or implied, with respect to the nature, value, use, description or condition of the property, equipment, fixtures or improvements. The property is being sold subject to all existing housing, building and zoning code violations, critical area and wetland violations, environmental problems, conditions or hazards, which may exist on or with respect to the property and such state of facts that an accurate survey or physical inspection of the property might disclose. Purchaser(s) shall be responsible for obtaining physical possession of the property. If there are tenants in possession of all or part of the property, the Substitute Trustees shall not be responsible for any tenant security deposit. The property is being sold subject to easements, agreements, restrictions or covenants of record affecting same, if any. If the Substitute Trustees are 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 to the purchaser(s). Upon refund of the deposit this sale shall be null and void and of no effect and the purchaser(s) shall have no further claim against the Substitute Trustees. Cost of all documentary stamps, transfer taxes, agricultural transfer taxes and settlement costs to be paid by the purchaser(s). In the event settlement is delayed for any reason and the property is purchased by someone other than Note holder, there shall be no abatement of interest caused by the delay. The purchaser(s) at the foreclosure sale shall assume the risk of loss for the property from the date of sale. The information contained herein was obtained from sources deemed to be reliable, but is offered for information purposes only. The Auctioneer and the Substitute Trustees do not make representations or warranties with respect to the accuracy of this information. The acreage and square footage are approximate.

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CG 12/4 12/11 12/18

IN THE CIRCUIT COURT FOR CECIL COUNTY

Civil No.: C-14-1740

IN THE MATTER OF:
STEPHANIE LANE STAATS LONIE

FOR CHANGE OF NAME TO:
STEPHANIE LANE STAATS

**NOTICE
(Adult)
(DOM REL 61)**

The above Petitioner has filed a Petition for Change of Name in which he/she seeks to change his/her name from STEPHANIE LANE STAATS LONIE to STEPHANIE LANE STAATS.

The petitioner is seeking a name change because:
DIVORCED, CHANGE BACK TO MAIDEN NAME

Any person may file an objection to the Petition on or before the 18th day of January, 2015. The objection must be supported by an affidavit and served upon the Petitioner in accordance with Maryland Rule 1-321. Failure to file an objection or affidavit within the time allowed may result in a judgment by default or the granting of the relief sought.

A copy of this notice shall be published one time in a newspaper of general circulation in the county/city at least fifteen (15) days before the deadline to file an objection.

Derrick W. Lowe
Clerk

CG 12/4

PUBLIC NOTICE

A public hearing will be held by the **PLANNING COMMISSION on Monday, December 15, 2014, with alternate date, Wednesday, December 17, 2014 if quorum is not obtained, at 7:00 p.m.** at the County Administration Building, Elk Room, 200 Chesapeake Blvd., Elkton, MD. A public hearing will then be held by the **BOARD OF APPEALS on Tuesday, December 23, 2014 with alternate date Tuesday, December 30, 2014 if quorum is not obtained, at 7:00 p.m.** at the County Administration Building, Elk Room, 200 Chesapeake Blvd., Elkton, MD. The Planning Commission will make recommendations to the Board of Appeals on the following applications.

SPECIAL EXCEPTION:

FILE: 3704 - APPLICANT: Jeannie Weitzel. FOR: Renewal of Special Exception to operate a in-home hair salon. PROPERTY LOCATION: 14 Harmony Chapel Road, Conowingo, MD 21918, Election District: 7, Tax Map: 16, Parcel: 93. PROPERTY OWNER: Paul A. & Jeannie L. Weitzel. PRESENTLY ZONED: Rural Residential, (RR).

FILE: 3705 - APPLICANT: Raylene Ewing. FOR: Special Exception to operate an in-home office for a cleaning business. PROPERTY LOCATION: 110 Ross St., Elkton, MD 21921; Election District: 3; Tax Map: 315, Parcel: 1023, Lot: 16. PROPERTY OWNER: Christopher & Barbara Utz. PRESENTLY ZONED: Suburban Transition, (ST).

Cecil County Board of Appeals
David Willis, Chairman

Individuals requiring auxiliary aids for effective communications during this public hearing should contact this office no later than December 9, 2014, Voice 410-996-5225 or TDD through Maryland Relay Services 1-800-735-2258.

CG: 11/26 & 12/4

PUBLIC NOTICE

A public hearing will be held by the **Planning Commission on Monday December 15, 2014, with alternate date, Wednesday December 17, 2014 if quorum is not obtained, at 7:00 p.m.,** at the County Administration Building, Elk Room, 200 Chesapeake Blvd., Elkton, MD. The introduction of this application will be heard by the **County Council of Cecil County on Tuesday, December 16, 2014, at 7:00 p.m.** at the County Administration Building, Elk Room, 200 Chesapeake Blvd., Elkton, MD.

AGRICULTURAL PRESERVATION DISTRICT:

FILE CE-15-03 - APPLICANT: James E. & Marilyn L. Powell. FOR: Preservation District Establishment. PROPERTY LOCATION: 168 Chandlee Road, Rising Sun, MD 21911, Election District: 9, Tax Map: 4, Grid: 23, Parcel: 65. ACREAGE: 59.4763. PROPERTY OWNERS: James E. & Marilyn L. Powell. PRESENTLY ZONED: Northern Agricultural Residential, (NAR).

Individuals requiring auxiliary aids for effective communications during this public hearing should contact this office no later than **December 9, 2014**, Voice 410-996-5225 or TDD through Maryland Relay Services 1-800-735-2258.

By: B. Patrick Doordan, Chairman
Cecil County Planning Commission

CG: 11/26 & 12/4

Send us your news! The Cecil Guardian is always interested in your news or events. You can reach us at: 113 East Main Street, Elkton, Md 21921 or email us at: publisher@cecilguardian.com