

## LEGAL NOTICE

Law Office of Hunter C. Piel, LLC  
502 Washington Avenue, Suite 730  
Towson, Maryland 21204

## SUBSTITUTE TRUSTEES' SALE RESIDENTIAL PROPERTIES

1326 AIKEN AVENUE  
PERRYVILLE, MARYLAND 21903

AND

1328 AIKEN AVENUE  
PERRYVILLE, MARYLAND 21903

Under and by virtue of the power of sale contained in that certain Real Estate Deed of Trust executed by Tugboat Investments Limited Liability Company a/k/a Tugboat Investments, LLC and dated May 2, 2008, and recorded among the Land Records of Cecil County, Maryland, at Liber 2504, page 648 (the "Deed of Trust"), the holder of the indebtedness secured by the Deed of Trust (the "Noteholder") having subsequently appointed Hunter C. Piel and Brian R. Greuter (the "Substitute Trustees") as Substitute Trustees by instrument duly executed, acknowledged and recorded among the Land Records of Cecil County, Maryland for the purposes therein contained, default having occurred under the terms of the Deed of Trust and at the request of the party secured thereby, the Substitute Trustees will offer for sale to the highest qualified bidder at a public auction to be held at the steps of the Circuit Court for Cecil County, Maryland, 129 E. Main Street, Elkton, Maryland 21921, on:

Tuesday, September 29, 2015  
at 2:00 p.m.

ALL OF THAT real property being situate in Cecil County, Maryland, and the improvements thereon, in fee simple, being more particularly described in the Deed of Trust, and generally known as 1326 Aiken Avenue, Perryville, Maryland 21903 ("Parcel One") and 1328 Aiken Avenue, Perryville, Maryland 21903 ("Parcel Two") (collectively or individually, the "Property").

**TERMS OF SALE:** The Substitute Trustees will begin by offering Parcel One and Parcel Two for sale as an entirety and will reserve the bid. The Substitute Trustees will also offer Parcel One and Parcel Two for sale individually and reserve the bid. The Substitute Trustees, in their sole and absolute discretion, shall determine the successful purchaser(s) of Parcel One and Parcel Two based upon the highest cumulative bid price for Parcel One and Parcel Two. In the event that Parcel One and Parcel Two are sold together as a single unit, a deposit in the amount of Fifteen Thousand Dollars (\$15,000.00), payable in cash, certified check, or other form acceptable to the Substitute Trustees, in their sole and absolute discretion, will be required of the purchaser(s) at the time and place of sale. In the event that Parcel One and Parcel Two are sold separately, a deposit in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) for each parcel, payable in cash, certified check, or other form acceptable to the Substitute Trustees, in their sole and absolute discretion, will be required of the purchaser(s) at the time and place of sale. The balance of the purchase price shall be due in cash or by certified check with interest on the unpaid balance of the purchase price at the rate of six percent (6%) per annum from the date of sale to and including the date of settlement. In the event the Noteholder, or an affiliate thereof, is the successful bidder at the sale, such party will not be required to make a deposit or to pay interest on the unpaid purchase money. The Substitute Trustees reserve the right to reject any and all bids and to extend the time for settlement for any reason.

All senior liens, real estate taxes, recordation taxes, assessments, ground rents, water charges and municipal charges owed against the Property, which are not extinguished as a matter of law by the foreclosure sale, shall be the sole responsibility of the purchaser(s) and shall be paid for by the purchaser at settlement. In the event taxes or other municipal charges owing on or with respect to the Property have been prepaid they shall be adjusted at settlement between the Substitute Trustees and the purchaser(s) to the date of the foreclosure sale.

The Property will be sold in an "AS IS" condition and without any warranties or representations, either express or implied, as to the nature, condition or description of the Property or the improvement thereon. The Property will also be sold subject to: (a) all existing housing, building and zoning code violations; (b) all critical area and wetland violations; (c) all environmental problems, conditions and violations which may exist on or with respect to the Property; and (d) all matters and restrictions of record affecting the Property. The purchaser(s) at the foreclosure sale shall assume the risk of loss for the above-referenced Property immediately after the sale takes place. It shall be the purchaser(s)' responsibility to obtain possession of the Property following ratification of the sale by the Circuit Court for Cecil County, Maryland.

The Property will be sold subject to all easements, conditions, liens, restrictions, rights of redemption, covenants, encumbrances, ground rents, ground leases, such state of facts that an accurate survey or physical inspection of the Property might disclose, and agreements of record.

The purchaser(s) shall pay all state and local transfer taxes, recordation taxes and fees, title examination costs, attorneys' fees, conveyance fees and all other incidental settlement costs. The purchaser(s) shall settle and comply with the sale terms within twenty (20) days following the final ratification of sale by the Circuit Court for Cecil County, Maryland, unless said period is extended by the Substitute Trustees in Substitute Trustees' sole and absolute discretion. Time is of the essence.

In the event the purchaser(s) fails to go to settlement as required, in addition to any other legal or equitable remedies available, the Substitute Trustees may, without further order of the court, declare the aforementioned deposit forfeited and resell the Property at the purchaser's sole risk and expense. In such event, the defaulting purchaser(s) shall be liable for the payment of any deficiency in the purchase price, all costs and expenses of both sales, reasonable attorneys' fees, all other charges due, and incidental damages. The parties' respective rights and obligations regarding the terms of sale and the conduct of the sale shall be governed by and interpreted according to the laws of the State of Maryland.

If the Substitute Trustees are unable to convey the Property as described above, the purchaser(s)' sole remedy at law or in equity shall be limited to the refund of the aforementioned deposit, without interest thereon. Upon refund of the deposit to the purchaser(s), the sale shall be void and of no effect, and the purchaser(s) shall have no further claim against the Substitute Trustees or the Noteholder.

The information contained herein was obtained from sources deemed to be reliable, but is offered for informational purposes only. The Auctioneer, the Noteholder and the Substitute Trustees do not make any representations or warranties with respect to the accuracy of this information.

Hunter C. Piel,  
Brian R. Greuter,  
Substitute Trustees

For further information, contact:  
Hunter C. Piel, Esquire  
Law Office of Hunter C. Piel, LLC  
502 Washington Avenue, Suite 730  
Towson, Maryland 21204  
(410) 849-4888

CG 9/10 9/17 9/24

Town of Port Deposit  
64 South Main Street, Port Deposit, MD 21904

**Invitation to Bid  
Marina Park Comfort Station**

Sealed bid proposals for a "MARINA PARK COMFORT STATION", as described in the proposal package, for the Town of Port Deposit will be received from qualified bidders until **3:00 pm, SEPTEMBER 30, 2015** at Town Hall, 64 South Main Street, Port Deposit, MD. The bid shall be sealed, addressed, and clearly marked with the project title. Bids will be opened privately and electronically submitted bid proposals will not be accepted.

Prospective bidders must register and submit their name, address, phone and email contacts to Vicky Rinkerman via email [vrinkerman@portdeposit.org](mailto:vrinkerman@portdeposit.org). Bid proposals will not be accepted from contractors who have not registered and obtained original plans and documents from the Town of Port Deposit.

Bid packages may be picked up at the Town Hall at a cost of \$10.00 per package, or will be sent via email by contacting [vrinkerman@portdeposit.org](mailto:vrinkerman@portdeposit.org). A pre-bid information conference will be held on **September 14, 2015 at 1:00 pm** at Town Hall, 64 South Main Street, Port Deposit, MD. The pre-bid meeting is not mandatory; however, bidders must register to submit a bid.

Requests for Clarification (RFC) are due in WRITING to the Town of Port Deposit, Attn: Vicky Rinkerman, [vrinkerman@portdeposit.org](mailto:vrinkerman@portdeposit.org) by 12:00 Noon on September 21, 2015.

The Town reserves the right to reject any or all bids or to re-advertise for new bids.

By: Mayor Wayne Tome, Sr.  
Port Deposit

CG 9/3, 9/10

**Cecil County, Maryland  
Invitation to Bid**

Sealed bid proposals for Bid 16-16-55029: "Washington Street Pump Station Upgrades ,Phase II" as described in the proposal package, for the Cecil County, Maryland, Department of Public Works will be received from qualified bidders until 1:30pm on September 29, 2015 at the Purchasing Office, 200 Chesapeake Blvd, Suite 1400, Elkton, MD 21921. This contract is for a project to replace two existing pumps and implement a carbon filter odor control system, with all appurtenances as shown on the Contract Drawings and described in the Specifications. A Mandatory pre-bid information conference will be held on 10:00am on September 15th, 2015 in the Perryville Conference Room, County Administrative Building, 200 Chesapeake Blvd., Elkton, MD 21921. Bids will not be accepted from any contractors that did not attend a mandatory pre-bid information conference. Bid packages may be purchased at the Purchasing Office at a non-refundable cost of \$75.00 per package for hard copies, or \$10 per package for electronic copies (PDF format) provided on a compact disc. Bid packages are provided on the Cecil County web-page ([http://www.ccgov.org/dept\\_purchasing/index.cfm](http://www.ccgov.org/dept_purchasing/index.cfm)) as a PDF document for all vendors to download. Additional specifications and/or instructions to bidders may also be obtained by emailing ([ehart@ccgov.org](mailto:ehart@ccgov.org)) or by calling the Purchasing Office, (Elizabeth Hart, Buyer), at 410-996-5396.

CG 9/10

**PUBLIC NOTICE**

A public hearing will be held by the **BOARD OF APPEALS on Tuesday, September 29, 2015 with alternate date, Wednesday, September 30, 2015 if quorum is not obtained, at 7:00 p.m.** The meeting will be held at the County Administration Building, Elk Room, 200 Chesapeake Blvd., Elkton, MD. The Board of Appeals will make their decisions on the following applications:

**VARIANCE:**

**FILE: 3732** - APPLICANT: Steven F. & Jacqueline A. Russell. FOR: Request for a two (2') foot side yard setback variance for construction purposes. PROPERTY LOCATION: 933 Tome Hwy., Port Deposit, MD 21904, Election District: 7, Tax Map: 23, Parcel: 484, Lot 2. PROPERTY OWNER: Steven F. & Jacqueline A. Russell. PRESENTLY ZONED: Northern Agricultural Residential, (NAR).

**FILE: 3734** - APPLICANT: Leonard Ardieta & Antoninette Mangione. FOR: Request for a one (1') side yard setback variance for construction purposes. PROPERTY LOCATION: 63 Mason Lane, North East, MD 21901, Election District: 5, Tax Map: 50, Parcels: 4 & 6. PROPERTY OWNER: Leonard Ardieta & Antoninette Mangione. PRESENTLY ZONED: Rural Residential, (RR).

By: Chairman, Cecil County Board of Appeals

Individuals requiring auxiliary aids for effective communications during this public hearing should contact this office no later than **September 4, 2015**, Voice 410-996-5225 or TDD through Maryland Relay Services 1-800-735-2258.

CG: 9/3 & 9/10

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