

LEGAL NOTICE

Sharon C. Walla P.A., Attorney
157 East Main Street
Elkton, Maryland 21921
410-398-3346

**Notice of Appointment
Notice to Creditors
Notice to Unknown Heirs**

To all Persons Interested in Estate No. 20053, the

Estate of Cornelius Francis Shanahan, Jr.

Notice is given that Sharon C. Walla of 157 E. Main Street; Elkton, Maryland 21921 and H. Norman Wilson of 109 N. Bridge Street; Elkton, Maryland 21921 were, on September 9, 2015, appointed personal representatives of the estate of Cornelius Francis Shanahan, Jr. who died on July 27, 2015 with a will.

Further information can be obtained by reviewing the estate file in the office of the Register of Wills or by contacting the personal representative or the attorney.

All persons having any objection to the appointment (or to the probate of the decedent's will) shall file their objections with the Register of Wills on or before the 9th day of March, 2016.

Any person having a claim against the decedent must present the claim to the undersigned personal representative or file it with the Register of Wills with a copy to the undersigned on or before the earlier of the following dates:

- 1) Six months from the date of the decedent's death, except if the decedent died before October 1, 1992, nine months from the date of the decedent's death; or
- 2) Two months after the personal representative mails, or otherwise delivers, to the creditor a copy of this published notice or other written notice, notifying the creditor that the claim will be barred unless the creditor presents the claims within two months from the mailing or other delivery of the notice.

A claim not presented or filed on or before that date, or any extension provided by law, is unenforceable thereafter. Claim forms may be obtained from the Register of Wills.

By: Sharon C. Walla
H. Norman Wilson
Personal Representatives

True Copy
Test: **Michael W. Dawson**
Register of Wills for Cecil County
Circuit Courthouse
129 E. Main Street, Rm. 102
P.O. Box 468; Elkton, Maryland 21922-0468
Phone: (410) 996-5330

CG: 09/17/2015, 09/24/2015, 10/01/2015

In the Orphans' Court for Cecil County, MD
Circuit Courthouse
129 East Main Street, Room 101
Elkton, Maryland 21921

Notice of Judicial Probate

To all Persons Interested in Estate No. 19930, the

Estate of Willard J. Woody Dougherty, Sr.

You are hereby notified that a Petition has been filed in the court by:

Steven M. Cammarata, Esq.
312 Marshall Avenue, Suite 800; Laurel, Maryland 20707

for judicial appointment of a personal representative for the estate;

and that the Petition will be heard at 10:45 a.m. on the 27th day of October 2015 in the Orphans' Court of the Cecil County Circuit Courthouse, Room 101 located at 129 East Main Street; Elkton, Maryland 21921;

or at a subsequent time or other place to which the hearing may be adjourned or transferred. Further information may be obtained by reviewing the estate file in the office of the Register of Wills.

Michael W. Dawson
Register of Wills for Cecil County

Circuit Courthouse
129 E. Main Street, Rm. 102
P.O. Box 468; Elkton, Maryland 21922-0468
Phone: (410) 996-5330

CG: 09/10/2015, 09/17/2015

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