

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

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HARRY DAVIS BARNES, TRUSTEE
215 East Main St., Elkton, Maryland 21921
410-398-2345

**NOTICE OF TRUSTEE'S SALE OF REAL ESTATE
KNOWN AS 118 WINCHESTER DRIVE,
ELKTON, MARYLAND 21921**

Under and by virtue of an Order in the CIRCUIT COURT FOR CECIL COUNTY, being Case No. 07-C-13-1846, the undersigned Trustee will sell **118 Winchester Drive, Elkton, MD 21921** at the Cecil County Circuit Courthouse steps located at 129 East Main St., Elkton, MD 21921 on:
Thursday, October 15th, 2015 at 10:00 a.m.

All that lot or parcel of land situated at 118 Winchester Drive, Elkton, MD 21921 in the Fourth Election District of Cecil County, State of Maryland, as recorded among said Land Records of Cecil County in Liber 3303 Folio 060.

SAID PROPERTY BEING, all that parcel of land which was conveyed unto James W. McCargo and Doris E. McCargo by deed dated October 25th, 2012, and recorded among the land record of Cecil County Maryland in Liber 3303 Folio 060.

TOGETHER WITH the buildings and improvements, thereupon erected, made, or being and all and every the rights, alley, ways, waters, privileges, appurtenances, and advantages to the same belonging or in anywise appertaining.

CONDITIONS OF SALE:

- Purchaser at time of sale having due notice hereof consummates sale subject to all conditions of title, mortgages of record, restrictions, covenants, reservations, rights of ways, encroachments, and easements;
- Said property to be sold in an "AS IS" condition and the undersigned Trustee assume no liability of any kind for the condition thereof;
- Said property being sold in an "AS IS" condition, being subject to any existing building violations, any discrepancies or shortage in an area above or below the surface or encroachments, which a correct survey or an inspection of the premises would disclose, if any,
- Trustees makes no guarantees, warranties or representations express or implied, as to the real estate nor as to the condition or extent of improvements situate thereon, or for its fitness for any use or purpose,
- Trustees reserve the right to reject any and all bids and to withdraw the property from sale for any reason at any time,
- SALE BEING AS ADVERTISED,**

TERMS OF SALE: A deposit of **TEN THOUSAND (\$10,000.00) DOLLARS** in cash or by Secured Check, Cashiers Check or Certified Check on day of sale will be required of the Purchaser at the time and place of sale. Balance due no later than thirty (30) days after final ratification of sale by the Circuit Court for Cecil County or deposit shall be forfeited and the property resold at Purchaser's expense, time being of the essence. Interest at the rate of eight (8%) percent per annum to be paid on the unpaid balance of the purchase price accounting from the date of sale to the date of settlement. All costs of conveyancing including State and County recordation taxes, State Property transfer tax, agricultural taxes and all costs incident to the sale shall be paid by the Purchaser including title examination, recording fees, title insurance, survey and all other costs incident to the Purchaser's settlement. Taxes and all other public charges and assessments payable on an annual basis, including sanitary and/or metropolitan charges to be adjusted to date of sale and thereafter assumed by Purchaser.

If the purchase defaults, in addition to any other legal or equitable remedies available to them the Trustees may declare the entire deposit forfeited and resell the premises at the risk and cost of the defaulting Purchaser.

Purchaser to furnish an affidavit of Identification in the capacity required by the Maryland Rules of Procedure.

HARRY DAVIS BARNES, TRUSTEE
215 East Main Street
Elkton, MD 21921
Tel: 410-398-2345

NORMAN HUNTER, AUCTIONEER
HUNTER SALE BARN, INC
Rising Sun, MD 21911
Tel: 410-658-6400

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me has the scenery. I love going into the town of Port and sitting at the park by the water at sunset. For me, the views of Cecil County are one of the most incredible things about it. We have the Chesapeake Bay, rolling green fields, farms, and suburbs all right here in our little home.

While there will always be things to improve on in the county and ways we could make it better, Cecil will always be a great place. For people who grew up here, it will always be a place of family, friends, and unforgettable memories. No matter where life may take me in the future, Cecil County will always be the place that I call my home.

Where The Heart Is Continued on page 13

Declaration of Independence. The War of 1812 had a major impact on Cecil County with the destruction of Principio Iron Works by the British. All through the county you will

find everything from details of where George Washington marched through, to houses that are said to be haunted by old spirits from the 1800's.

While Perryville has the VA Medical Center, first inhabited by the Susquehannock Indians, Port Deposit, to