6339 Ten Oaks Road, Suite 150 Clarksville, Maryland 21029

# SUBSTITUTE TRUSTEES' SALE OF VALUABLE TOWNHOUSE

The Law Offices of Kirk Halpin & Associates, P.A.

116 Mike Court, Elkton, MD 21921

Under and by virtue of the power of sale contained in a certain Deed of Trust (the "Deed of Trust") from Paul E. Oakes, III, dated November 2, 2006, recorded in Book 2242 at Page 708 among the Land Records of Cecil County (Case No. 07-C-15001151), 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 October 9, 2015 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 a townhome containing 3 bedrooms, 1 full bath, 1 half bath and a deck.

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

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

# SUBSTITUTE TRUSTEES' SALE OF A VALUABLE PROPERTY

#### 201 Johnstown 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 Stanley R. Harper and Victoria Lynch, now known as Victoria Harper, dated December 21, 2004, recorded in Book 1811 at Page 057 among the Land Records of Cecil County (Case No. 07-C-15001075), 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 **October 9, 2015 at 10:05 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 5.00 acres of land more or less with a mobile home parked on the land.

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

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## HEISE JORGENSEN & STEFANELLI P.A.

18310 Montgomery Village Avenue, Suite 400 Gaithersburg, MD 20879 (301) 977-8400

# SUBSTITUTE TRUSTEES' SALE OF VALUABLE REAL ESTATE Known as 111 CONOWINGO COURT, NORTH EAST, MARYLAND 21901

By virtue of the power and authority contained in a certain Deed of Trust from Joshua A. Pfieffer to George H. Mantakos and Robert P. Warr, Trustees, dated September 29, 2006 and recorded in Book 2231 at Page 170 among the Land Records for Cecil County, Maryland, the undersigned substituted trustees (by virtue of Deed of Appointment between Maryland Department of Housing and Community Development, Community Development Administration, as successor in interest to 1st Mariner Bank (the "Beneficiary") and said trustees recorded among the Land Records of Cecil County) will, on

#### TUESDAY, OCTOBER 13, 2015 at 12:30 O'Clock, P.M.

offer for sale at public auction at front door of the Court House, 129 East Main Street, Elkton, Maryland 21921, all of the property and improvements thereon conveyed by said deed of trust, described as 111 Conowingo Court, North East, Maryland 21901, Tax Identification No. 05-070066 (the "Property") and more fully described in the Deed of Trust.

TERMS OF SALE: The Property, which is improved by a dwelling, will be offered for sale, subject to matters known and unknown, in an "AS IS, WHERE IS" condition with no warranty of any kind and will be sold and conveyed by the Substitute Trustees subject to all encumbrances, rights, reservations, covenants, conditions, easements, restrictions, and statutory liens, if any, having priority over the Deed of Trust, as they may lawfully affect the Property. The risk of loss or damage to the Property shall be borne by the successful bidder from and after the date and time of the sale. Obtaining possession of the Property shall be the sole responsibility of the successful bidder. A deposit of Ten Thousand Dollars (\$10,000.00), in the form of certified check or cashier's check, (the "Deposit") will be required at the time of sale. The Beneficiary is not required to make a Deposit. The balance of the purchase price for the Property, together with interest at 6.25% per annum from the date of sale to the date of settlement, shall be paid in cash within fifteen (15) days after final ratification of the sale of the Property by the Circuit Court, TIME BEING OF THE ESSENCE WITH REGARD TO ALL OF PURCHASER'S OBLIGATIONS. Taxes, water, sewer, ground rent, condominium fees, and/ or homeowners association dues, if applicable, will be adjusted to the date of sale and assumed thereafter by the purchaser. All other public charges and assessments payable on an annual basis, including sanitary and/or metropolitan district charges will be adjusted for the current year to date of sale and assumed thereafter by the purchaser. All costs of conveyance, including transfer taxes and recordation taxes will be paid by the purchaser. If any successful bidder fails for any reason to complete settlement as provided above, the Deposit shall be forfeited and applied to the costs of the sale, including Substitute Trustees' fees, and the balance, if any, shall be delivered to the Beneficiary to be applied by the Beneficiary against the indebtedness secured by, and other amounts due under, the Deed of Trust in accordance with the Deed of Trust or applicable law or otherwise as the Beneficiary shall elect. Forfeiture of the Deposit shall not limit any rights or remedies of the Substitute Trustees or the Beneficiary with respect to any such default. If the Property is resold after any such default, such re-sale shall be at the risk and the cost of the failing bidder, and the failing bidder shall be liable for any deficiency between its bid and the successful bid at the resale as well as the costs of conducting such re-sale. In the event the Substitute Trustees do not execute a deed of conveyance or other necessary settlement documents, the purchaser's sole remedy shall be the refund of the Deposit. In the event the Substitute Trustees are unable to convey marketable title or in the event the borrower entered into a repayment plan, reinstated or paid the loan off prior to the sale, or if for any other reason, the undersigned did not have the right to sell, the sale is null and void and the purchaser is not entitled to any legal or equitable remedy other than return of the Deposit without interest and any and all other claims of the purchaser are hereby released. Additional terms and conditions to be announced at the time of sale. All inquiries regarding the sale should be directed to Stephen B. Jackson, Substituted Trustee.

### STEPHEN B. JACKSON and JOHN P. FOLEY, IV

Substitute Trustees

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