

LEGAL NOTICE

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:

- (a) 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;
- (b) Said property to be sold in an **"AS IS"** condition and the undersigned Trustee assume no liability of any kind for the condition thereof;
- (c) 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,
- (d) 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,
- (e) Trustees reserve the right to reject any and all bids and to withdraw the property from sale for any reason at any time,
- (f) **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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The Law Offices of Kirk Halpin & Associates, P.A.
6339 Ten Oaks Road, Suite 150
Clarksville, Maryland 21029

**SUBSTITUTE TRUSTEES' SALE OF VALUABLE
TOWNHOUSE**

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.

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