

LEGAL NOTICE

PUBLIC NOTICE

A public hearing will be held by the **PLANNING COMMISSION on Monday, December 21, 2015, with alternate date, Wednesday, December 23, 2015 if quorum is not obtained, at 6:00 p.m.** at the County Administration Building, Elk Room, 200 Chesapeake Blvd., Elkton, MD. A public hearing will then be held by the **BOARD OF APPEALS on Tuesday, December 29, 2015 with alternate date Wednesday, December 30, 2015 if quorum is not obtained, at 7:00 p.m.** at the County Administration Building, Elk Room, 200 Chesapeake Blvd., Elkton, MD. The Planning Commission will make recommendations to the Board of Appeals on the following applications.

SPECIAL EXCEPTION:

FILE: 3745 - APPLICANT: Len & Dianna Shufelt. FOR: Special Exception Renewal to operate an in-home business. PROPERTY LOCATION: 77 Martin Road, Conowingo, MD 21918, Election District: 8, Tax Map: 16, Parcel: 384, Lot 33. PROPERTY OWNER: Len & Dianna Shufelt. PRESENTLY ZONED: Rural Residential, (RR).

FILE: 3747 - APPLICANT: Scott & Jamie Miller. FOR: Special Exception Renewal to operate an in-home business. PROPERTY LOCATION: 41 Chesters Way, Elkton, MD 21921, Election District: 3, Tax Map: 26, Parcel: 165, Lot 11. PROPERTY OWNER: Scott & Jamie (Martin) Miller. PRESENTLY ZONED: Suburban Transition, (ST).

FILE: 3735 - APPLICANT: Cellco Partnership d/b/a Verizon Wireless. - **Postponed from the Nov. Meeting** - Board of Appeals meeting only.

FOR: Special Exception to place a (156") cellular communications monopole (tree pole design) on the property.

PROPERTY LOCATION: 1079 Firetower Road, Colora, MD 21917, Election District: 6, Tax Map: 17, Parcel: 3. PROPERTY OWNER: West Nottingham Academy, c/o Gary Huss. PRESENTLY ZONED: Northern Agricultural Residential, (NAR).

By: Mark Saunders, Chairman, Cecil County Board of Appeals

Individuals requiring auxiliary aids for effective communications during this public hearing should contact this office no later than **December 11, 2015**, Voice 410-996-5225 or TDD through Maryland Relay Services 1-800-735-2258.

CG: 12/3 & 12/10

PUBLIC NOTICE

A public hearing will be held by the **Planning Commission on Monday, December 21, 2015 with alternate date, Wednesday, December 23, 2015 if quorum is not obtained, at 6:00 p.m.**, at the County Administration Building, Elk Room, 200 Chesapeake Blvd., Elkton, MD. The recommendation from the Planning Commission will be forwarded to the County Council. An introductory hearing will be held by the **County Council on Tuesday, January 5, 2016 at 7:00 p.m.**, at the County Administration Building, Elk Room, 200 Chesapeake Blvd., Elkton, MD.

TEXT AMENDMENT: ZONING ORDINANCE

SUMMARY: Article V, Part XII, Section 144 - Saw Mills (12.05.000) - Text changes to the language regarding length of approvals.

Individuals requiring auxiliary aids for effective communications during this public hearing should contact this office no later than **December 11, 2015**, Voice 410-996-5225 or TDD through Maryland Relay Services 1-800-735-2258.

By: B. Patrick Doordan, Chair, Cecil County Planning Commission

CG 12/3 12/10

**IN THE CIRCUIT COURT FOR
CECIL COUNTY, MARYLAND
CASE ACTION No. 07-C-15-001148**

STEPHEN B. JACKSON and
JOHN P. FOLEY, IV
Substitute Trustees

Plaintiffs

v.

JOSHUA A. PFIEFFER
Defendant

NOTICE

NOTICE IS HEREBY GIVEN, this 4th day of November, 2015, by the Circuit Court for Cecil County, that the sale of the property known as 111 Conowingo Court, North East, Maryland 21901, made by Stephen B Jackson and John P. Foley, IV, Substituted Trustees, to: Maryland Department of Housing and Community Development, Community Development Administration and reported in the above-entitled cause, be ratified and confirmed, unless cause to the contrary there of be shown on or before the 11th day of December, 2015, next: provided a copy of this Notice be inserted in some newspaper published in said Cecil County, once a week for three successive weeks on or before the said 3rd day of December, 2015.

The report states the amount of the sale to be \$122,700.00.

Charlene M. Notarcola
Clerk of the Circuit Court for Cecil County, Maryland.

CG 11/19 11/25 12/3

Russack Associates, LLC
100 Severn Avenue, Suite 101
Annapolis, Maryland 21403

**SUBSTITUTE TRUSTEES' SALE OF VALUABLE
APARTMENT BUILDINGS**

**501 Evans Street, Perryville, Maryland 21903
(a/k/a Otsego Street, Tax ID #07-025181)**

Under and by virtue of the power of sale contained in a certain Real Estate Deed of Trust (the "Deed of Trust") from 501 Evan Street Properties, LLC, dated October 13, 2006, recorded in Book 2239 at Page 678 among the Land Records of Cecil County (Case No. 07-C-15001525), 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 **December 9, 2015 at 10:00 AM.**

ALL THAT FEE-SIMPLE LOTS OF GROUND AND THE IMPROVEMENTS THEREON situated in Cecil County, MD and more fully described in the aforesaid Deed of Trust.

The property contains a total of four 1 bedroom and 1 bath units, one 2 bedroom and 1.5 baths unit and one 3 bedroom and 2 bath unit.

Terms of Sale: A cash deposit, certified check or cashier's check for \$20,000 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 \$10,000. 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 properties regardless of any improvements made to the real properties. 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 properties 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 properties, equipment, fixtures or improvements. The properties are 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 properties and such state of facts that an accurate survey or physical inspection of the properties might disclose. Purchaser(s) shall be responsible for obtaining physical possession of the properties. If there are tenants in possession of all or part of the properties, the Substitute Trustees shall not be responsible for any tenant security deposit. The properties are 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 properties are 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 properties 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.

Daniel A. Staeven & George R. Roles, 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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Law Office of Hunter C. Piel, LLC
502 Washington Avenue, Suite 730
Towson, Maryland 21204

**SUBSTITUTE TRUSTEES' SALE
RESIDENTIAL REAL PROPERTY**

34 CAMBRY LANE, ELKTON, MARYLAND 21921

Under and by virtue of the power of sale contained in that certain Purchase Money Deed of Trust, executed by Roy H. Hanna, Jr., and dated March 17, 2004, and recorded among the Land Records of Cecil County, Maryland, at Liber 1614, page 614 (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:

**Thursday, December 10, 2015
at 2:00 p.m.**

ALL OF THAT real property being situate in Cecil County, Maryland, and the improvements thereon (collectively, the "Property"), in fee simple, being more particularly described in the Deed of Trust, and generally known as 34 Cambry Lane, Elkton, Maryland 21921.

TERMS OF SALE: A deposit in the amount of Fifteen Thousand Dollars (\$15,000.00), payable in cash or certified check, 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

Alex Cooper Auctioneers, Inc.
908 York Road
Towson, Maryland 21204
(410) 828-4838

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