

LEGAL NOTICE

CYNTHIA E. O'CONNOR, LLC
Post Office Box 832
Rising Sun, Maryland 21911
(410) 658-2564

TRUSTEES' SALE

Trustees sale of valuable land known as 952 E. Old Philadelphia Road, Elkton, MD. Under a power of sale contained in a certain Deed of Trust from Gary Adam Page and Jane Dean Page dated August 8, 2002, and recorded among the Land Records of Cecil County, Maryland in Book No. 1207, Page 416, default having occurred under the terms thereof, Trustees will sell at public auction at the Circuit Court for Cecil Co., at the Courthouse Door, Elkton, Main Street, on **July 5, 2016 at 3:00PM.**

ALL THAT fee simple LOT OF GROUND, together with any buildings and improvements thereon situated in Cecil Co., MD and more fully described in the aforesaid Deed of Trust. Property and improvements sold "as is" and subject to conditions, restrictions, easements, existing building and/or environmental violations/conditions (latent or observable), and agreements/other matters of record affecting the same, if any, and with no warranty of any kind.

Terms of Sale: Deposit of \$5,000.00 in cash or certified check required at sale from purchaser unless waived by Trustees. Trustee reserves the right to conduct the sale in the manner Trustee desires including requiring bidders to submit their deposit to the Trustee or Trustees Agent prior to sale to be held until close of auction. Trustee or their Agent has final decision as to whom they will accept bids. Balance of purchase price with interest on the unpaid purchase money at 5% from sale date to date funds received by Trustees; settlement funds are to be overnighted or wired to Trustees with all costs of such to be paid by Buyer and interest is to continue to run until date funds received by Trustees. Balance of purchase price with interest due payable in immediate funds within 10 days of final ratification of sale by the court. Trustees may grant an additional 30 days to settle contingent upon an additional \$5,000.00 non-refundable deposit. No abatement of interest due from purchaser in the event additional funds are tendered before settlement or settlement is delayed for any reason. Property is sold subject to any prior or senior liens, or any other encumbrances not extinguished by operation of law in a foreclosure. Adjustment of property taxes and charges, and all other public charges or assessments, including water/sewer charges, ground rent, condo/HOA dues, made as of the date of sale and thereafter assumed by Purchaser. All other costs incident to settlement, including transfer taxes and recordation fees paid by purchaser. Purchaser responsible for obtaining physical possession of the property, and assumes risk of loss/damage from sale date. Sale is subject to post sale audit of loan status with noteholder incl., not limited to, determination of whether borrowers entered a repayment agreement, reinstated/paid off loan prior to sale. In such event, Purchaser agrees, upon notification, sale is null and void, and Purchaser's sole remedy, at law or equity, is return of deposit without interest. Purchaser waives personal service of papers filed in connection with such motion on himself or principal or corporate designee, and agrees to accept service by regular mail directed to the address provided at sale. If Purchaser defaults under these terms, deposit(s) are forfeited to Trustees and all expenses of sale (incl. attys' fees and full commission on gross sales price) will be charged against and paid from forfeited deposit(s). Trustees may resell property at risk and cost of defaulting purchaser and defaulting purchaser will be liable for any deficiency in purchase price, all costs and expenses of resale, reasonable attorneys' fees, and all other charges due and incidental and consequential damages. In no event shall defaulted purchaser be entitled to any surplus proceeds resulting from resale. If Trustees are unable to convey either insurable or marketable title, or if sale not ratified for any reason, including errors by Trustees, Purchaser's sole remedy, at law or in equity, shall be limited to a refund of the deposit without interest.

Purchaser has not relied upon nor been induced by any statements/representations of any person, including Trustees, secured party, or their legal representatives, agents, employees, successors and assigns (collectively, "Released Parties"), in respect of property condition, including environmental condition, unless specifically set forth in the Contract of Sale; and further waives, releases, and indemnifies Released Parties from any and all claims the purchaser or any third party may have now or in the future relating to the condition of the property.

Purchaser to furnish affidavit of identification and capacity required by Maryland Rule 14-305(b).

Cynthia E. O'Connor or Evangelos D. Sidou, Substitute Trustees

CG 6/16, 6/23, 6/30

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

**SUBSTITUTE TRUSTEES' SALE OF A VALUABLE COMMERCIAL PROPERTY ON MAIN STREET
142 E. Main Street, Elkton, MD 21921**

Under and by virtue of the power of sale contained in a certain Deed of Trust (the "Deed of Trust") from Barbara Smith, formerly known as Barbara Ann Foster, dated January 11, 2007, recorded in Book 2277 at Page 453 among the Land Records of Cecil County (Case No. 07-C-15001076), 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 **June 22, 2016 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 2 1/2 story building and previously used as a wedding chapel.

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

CG 6/2 6/9 6/16

Staeven & Associates, LLC
100 Severn Avenue, Suite 100
Annapolis, Maryland 21401

SUBSTITUTE TRUSTEES' SALE OF A VALUABLE COLONIAL PROPERTY

35 West Cherry Street, Rising Sun, MD 21911

Under and by virtue of the power of sale contained in a certain Real Estate Deed of Trust (the "Deed of Trust") from Melissa D. Hunter, by Ronda L. Fabian, her attorney in fact, dated October 20, 2006, recorded in Book 2232 at Page 434 among the Land Records of Cecil County (Case No. 07-C-15001778), 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 **June 27, 2016 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 two story colonial home with 3 bedrooms and 1 bathroom and is on 0.22 acres of land more or less.

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 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 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.

Daniel A. Staeven, George R. Roles Substitute Trustees

Auctioneer:
J.T. Rhoades, Auctioneer
3420 Old Elk Neck Road
Elkton, MD 21921
(410) 620-1728

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