

LEGAL NOTICE

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:

**Wednesday, June 29, 2016
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 any of the following that are not extinguished as a matter of law by the foreclosure sale: 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.

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

Hunter's Auction Service, Inc.
2084 Jacob Tome Memorial Highway
Port Deposit, Maryland 21904
(410) 658-6400

CG 6/9, 6/16, 6/23

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

Glen Farms

ABSOLUTE AUCTION

2 Acres with three Bedroom House, Garage
Saturday July 23rd. at 11 AM

Visit: rcburkheimer.com for more Info

R. C. BURKHEIMER
Realtor & Auctioneer
410 920 2228

**Town of Elkton
PUBLIC NOTICE**

The Town of Elkton 2015 Water Quality Report is available and can be viewed on the Town of Elkton's website at www.elkton.org. Copies of the report are also available at the Town of Elkton Municipal Building, 100 Railroad Avenue, Elkton, Maryland 21921. Residents can request a mailed copy of the report by calling 410-398-0970 ext. 142.

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Visit our website:
www.cecilguardian.com