

LEGAL NOTICE

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

**SUBSTITUTE TRUSTEES' SALE OF
VALUABLE CAPE COD**

630 W. Old Philadelphia Road, North East, MD 21901

Under and by virtue of the power of sale contained in a certain Purchase Money Deed of Trust (the "Deed of Trust") from Eugene E. Atkinson, Sr., dated April 24, 2006, recorded in Book 2123 at Page 358 among the Land Records of Cecil County (Case No. 07-C-16000904), 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 19, 2016 at 10:10 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 cape cod style dwelling containing 3 bedrooms and 2 full baths.

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.

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

CG 9/29, 10/6, 10/13

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 19, 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 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

CG 9/29, 10/6, 10/13

Leonard E. Wilson, Attorney
149 East Main Street
Elkton, Maryland 21921

**Notice of Appointment
Notice to Creditors
Notice to Unknown Heirs**

To all Persons Interested in Estate No. 20630, the

Estate of Michael J. Buchanan, Sr.

Notice is given that Sandra Buchanan of 466 State Road; West Grove, Pennsylvania 19390 was, on September 26, 2016, appointed personal representative of the estate of Michael J. Buchanan, Sr. who died on August 3, 2011 without a will.

Further information can be obtained by reviewing the estate file in the office of the Register of Wills or by contacting the personal representative or the attorney.

All persons having any objection to the appointment (or to the probate of the decedent's will) shall file their objections with the Register of Wills on or before the 26th day of March, 2017.

Any person having a claim against the decedent must present the claim to the undersigned personal representative or file it with the Register of Wills with a copy to the undersigned on or before the earlier of the following dates:

- 1) Six months from the date of the decedent's death; or
- 2) Two months after the personal representative mails, or otherwise delivers, to the creditor a copy of this published notice or other written notice, notifying the creditor that the claim will be barred unless the creditor presents the claims within two months from the mailing or other delivery of the notice.

A claim not presented or filed on or before that date, or any extension provided by law, is unenforceable thereafter. Claim forms may be obtained from the Register of Wills.

By: Sandra Buchanan
Personal Representative

True Copy
Test: **Michael W. Dawson**
Register of Wills for Cecil County
Circuit Courthouse
129 East Main Street, Room 102
P.O. Box 468; Elkton, Maryland 21922-0468
Phone: (410) 996-5330

CG: 10/06/2016, 10/13/2016, 10/20/2016

Sean C. Hurm, Proper Person
232 Rock Church Road
Elkton, Maryland 21921

**Notice of Appointment
Notice to Creditors
Notice to Unknown Heirs**

To all Persons Interested in Estate No. 20675, the

Estate of Beverly M. Mackie

Notice is given that Sean C. Hurm of 232 Rock Church Road; Elkton, Maryland 21921 was, on September 19, 2016, appointed personal representative of the estate of Beverly M. Mackie who died on May 31, 2016, 2016 without a will.

Further information can be obtained by reviewing the estate file in the office of the Register of Wills or by contacting the personal representative or the attorney.

All persons having any objection to the appointment (or to the probate of the decedent's will) shall file their objections with the Register of Wills on or before the 19th day of March, 2017.

Any person having a claim against the decedent must present the claim to the undersigned personal representative or file it with the Register of Wills with a copy to the undersigned on or before the earlier of the following dates:

- 1) Six months from the date of the decedent's death; or
- 2) Two months after the personal representative mails, or otherwise delivers, to the creditor a copy of this published notice or other written notice, notifying the creditor that the claim will be barred unless the creditor presents the claims within two months from the mailing or other delivery of the notice.

A claim not presented or filed on or before that date, or any extension provided by law, is unenforceable thereafter. Claim forms may be obtained from the Register of Wills.

By: Sean C. Hurm
Personal Representative

True Copy
Test: **Michael W. Dawson**
Register of Wills for Cecil County
Circuit Courthouse
129 East Main Street, Room 102
P.O. Box 468; Elkton, Maryland 21922-0468
Phone: (410) 996-5330

CG: 09/29/2016, 10/06/2016, 10/13/2016

Send us your news!

The Cecil Guardian is always interested in your news or events. Email us at: publisher@cecilguardian.com