

Cohen & Forman, LLC  
334 St. Paul Place  
Baltimore, Maryland 21202  
410-837-0711

**TRUSTEES' SALE  
2 ½ -STORY BUILDING  
PREVIOUSLY USED AS 3 APARTMENTS**

**4100 BELLE AVE.  
"DORCHESTER AREA"  
BALTIMORE, MD 21215**

**TO BE SOLD AT THE RISK & EXPENSE OF THE DEFAULTING PURCHASER**

Under a power of sale contained in a certain Purchase Money Deed of Trust from Jason Dennis and Zalman Sofer, dated September 4, 2007 and recorded in Liber 9939, folio 146 among the Land Records of Baltimore City, MD, default having occurred under the terms thereof, the Trustees will sell at public auction

**ON THE PREMISES, ON  
MARCH 10, 2010 AT 1:00 PM**

ALL THAT LEASEHOLD LOT OF GROUND AND THE IMPROVEMENTS situated in Baltimore City, MD and known as Ward 15, Section 20, Block 2721, Lot 001 and more fully described in the aforesaid Purchase Money Deed of Trust. The property is subject to an annual ground rent of \$120.

The property is believed to be improved by a 2 ½-story story building previously used as 3 apartments with a 3 bedroom unit on the first and second floors and a one bedroom unit on the third floor.

The property will be sold in an "as is" condition and subject to conditions, restrictions and agreements of record affecting the same, if any, and with no warranty of any kind.

Terms of Sale: A deposit of \$3,000 in cash, cashiers check or certified check is required at time of sale. The deposit must be increased to 10% of the purchase price within 48 hours of the sale. Balance of the purchase price, together with interest on the unpaid purchase money at the current rate contained in the Deed of Trust Note from the date of sale to the date funds are received by the Trustees, payable in cash within ten days of final ratification of the sale by the Circuit Court. There will be no abatement of interest due from the purchaser in the event additional funds are tendered before settlement or if settlement is delayed for any reason. **TIME IS OF THE ESSENCE FOR THE PURCHASER.** Adjustment of current year real property taxes will be made as of the date of sale and thereafter assumed by the purchaser. All past due property taxes paid by the purchaser. All other public and/or private charges or assessments, including water/sewer charges, ground rent, whether incurred prior to or after the sale, and all other costs incidental to settlement to be paid by the purchaser. All transfer taxes and settlement expenses shall be paid by the Purchaser. Purchaser shall pay all applicable agricultural tax, if any. Purchaser is responsible for obtaining physical possession of the property, and assumes risk of

loss or damage to the property from the date of sale. If ratification or settlement is delayed for any reason there shall be no abatement of interest. The sale is subject to post-sale audit of the status of the loan with the loan servicer including, but not limited to, determination of whether the borrower entered into any repayment agreement, reinstated or paid off the loan prior to the sale. In any such event, this sale shall be null and void, and the Purchaser's sole remedy, in law or equity, shall be the return of the deposit without interest. If Purchaser fails to settle within ten days of ratification, he agrees to pay, attorneys' fees in the amount of \$750.00, plus costs, if the Trustees have moved to resell the property. Purchaser waives personal service of any paper filed in connection with such a motion on himself and/or any principal or corporate designee, and expressly agrees to accept service of any such paper by regular mail directed to the address provided by said bidder at the time of the sale. If Purchaser defaults under these terms, deposit shall be forfeited. The Trustees may then resell the property at the risk and cost of the defaulting purchaser. The defaulted purchaser shall not be entitled to any surplus proceeds resulting from said resale even if such surplus results from improvements to the property by said defaulted purchaser. If Trustees are unable to convey either insurable or marketable title, or if the sale is not ratified by the Circuit Court for any reason, the Purchaser's sole remedy, at law or equity, is the return of the deposit without interest. Purchaser agrees to pay \$295.00 at settlement to the Seller's attorney for review of the settlement documents and an additional fee of \$300.00 for review of any motion which may be subsequently filed with the Court to substitute a purchaser herein.

Geoffrey L. Forman, David H. Cohen, W. Scott Tinney, IV, Trustees

ALEX COOPER AUCTS., INC.  
908 YORK RD., TOWSON, MD 21204  
410-828-4838

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DAILY RECORD-- SINGLE COLUMN AD – FEB. 19, 26 & MAR. 5  
(dm) (Belle 4100)