

Weinstock, Friedman & Friedman, P.A.
4 Reservoir Circle
Baltimore, MD 21208
410-559-9000

**SUBSTITUTE TRUSTEES' SALE
ELEGANTLY DECORATED
4-LEVEL BUILDING
FORMERLY OCCUPIED BY
"THE BRASS ELEPHANT"**

**Located At
924 N. CHARLES ST.
"MOUNT VERNON"
BALTIMORE, MD 21201**

Under a power of sale contained in a certain Indemnity Deed of Trust and Security Agreement from Top Brass Limited Partnership, dated November 18, 2003 and recorded in Liber 4725, folio 36 among the Land Records of Baltimore City, MD (Case No. 24-O-10-002617) default having occurred under the terms thereof, the Substitute Trustees will sell at public auction on the premises, on

AUGUST 3, 2010 AT 2:00 P.M.

ALL THAT FEE-SIMPLE LOT OF GROUND and the improvements thereon situated in Baltimore City, MD known as Tax ID No. 11-02-0511-016 and more fully described in the aforesaid Indemnity Deed of Trust and Security Agreement.

The building (circa 1870) retains much of its 19th century original detail. The dining rooms (with hardwood floors) are located on the first two floors, offices on the third floor and the fourth floor is used for storage. The first two floors are very ornate with respect to architecture and finishes. There are high ceilings on the first floor and the wood trim and moldings provide for a very elegant environment. The building has three walk-in coolers. One 8' x 8' on the 1st floor and a 8' x 20' and 10' x 24' on the basement level. The property is believed to be zoned B-4-2 (Central Business District).

The property and improvements, if any, will be sold in an "AS IS" condition and subject to conditions, restrictions, existing building, zoning, and/or environmental violations, agreements of record affecting the same, if any, and with no warranty either expressed or implied as to the description of the condition of the property or improvements.

The property will be sold subject to any violation notices and subject to all conditions, restrictions, covenants, encumbrances, right of ways, agreements and other matters of record affecting the same, if any.

Terms of Sale: A deposit of \$35,000 in the form of certified check, cashier's check or money order, at the time of sale will be required of all purchasers other than the holder of the Deed of Trust or an affiliate. The deposit must be increased to 10% of the purchase price within 2 business days at the office of the auctioneer. The balance of the purchase price is to be paid in immediately available funds, within ten (10) business days after the final ratification of sale by the Circuit Court for Baltimore City. If payment of the balance does not take place within ten (10) business days after ratification, the deposit will be forfeited and the property will be resold at the risk and expense of the defaulting purchaser. The defaulting purchaser shall not be entitled to any surplus proceeds or profits resulting from any resale of the property. In the event the

property is purchased by someone other than the note holder or an affiliate, interest shall be paid on the unpaid purchase money at the rate pursuant to the note from date of sale to the date funds are received in the office of the Substitute Trustees. In the event the settlement is delayed for any reason and the property is purchased by someone other than the note holder or an affiliate, there shall be no abatement of interest caused by the delay. Any and all fees in connection with the property incurred prior to or after the sale including, but not limited to, taxes, water, sewer, ground rent, condominium fees, and/or homeowners association dues, and any and all other public charges and assessments payable on an annual basis, including sanitary and/or metropolitan district charges, and all documentary stamps, recordation taxes and transfer taxes shall be borne by the purchaser. Purchaser agrees to pay \$500.00 at settlement to the Seller's attorney for review of the settlement documents and an additional fee of \$750.00 for review of any motion which may be subsequently filed with the Court to substitute a purchaser herein.

The property will be sold in an "AS IS" condition and without any recourse, representations or warranties, either express or implied, as to its nature, condition or description. Neither the Substitute Trustees, the secured party, the note holder nor any other party makes any warranty or representation of any kind or nature regarding the physical condition of, the description of, or title to the property. The purchaser at the foreclosure sale shall assume the risk of loss for the property immediately after the sale.

If the Substitute Trustees are unable to convey the property as described above, by reason of any defect in the title or otherwise, the purchaser's sole remedy at law or in equity shall be limited to the refund of the aforementioned deposit. Upon refund of the deposit to purchaser, the sale shall be void and of no effect, and the purchaser shall have no further claims against the property, Substitute Trustees or the secured party. The conveyance of the property by the Substitute Trustees to the purchaser at settlement shall be by Trustees' Deed without covenant or warranty.

The purchaser is responsible for, and the property is sold subject to, any environmental matter or condition, whether latent or observable, if any, that may exist at or affect or relate to the property and to any governmental requirements affecting the same.

The contract of sale between the Substitute Trustees, as sellers, and the purchaser (the "Contract of Sale") shall include, by reference, all the terms and conditions contained herein, specifically including, but not limited to, the following provisions: "Purchaser agrees and represents that the purchaser is purchasing the property subject to all matters known and unknown, in "AS IS, WHERE IS" condition. In executing and delivering the Contract of Sale, purchaser has not relied upon nor been induced by any statements or representations of any person, including the Substitute Trustees, the secured party, the note holder or an affiliate or their respective servicers, heirs, personal and legal representatives, agents, employees, successors and assigns (collectively, "Released Parties"), in respect to the condition of the property, including the environmental condition of the property, unless such representations or statements are specifically set forth in the Contract of Sale. Purchaser has not relied on anything in the foreclosure advertisement, but rather has relied solely on such investigations, examinations or inspections of the property as purchaser has made. Purchaser waives and releases the Released Parties from any and all claims the purchaser or its successors and assigns may have now or in the future may have relating to the condition of the property. Purchaser acknowledges and agrees that this provision was a negotiated part of the Contract of Sale and serves as an essential component of consideration for the same. The parties specifically acknowledge and agree that this clause bars all claims by purchaser against Released Parties, arising from the condition of or releases from the property pursuant to the Comprehensive Environmental Response, Compensations and Liability Act of 1980, as amended, and all other actions pursuant to federal, state or local laws, ordinances or regulations for any environmental condition of or releases from the property. Further, purchaser agrees to indemnify Substitute Trustees for any liability they

may have to any third party for an environmental condition of the property. Notwithstanding the parties' intent that this clause bars all such claims, should a court of competent jurisdiction deem otherwise, purchaser agrees that the presence of this clause should serve as the overwhelming, primary factor in any equitable apportionment of response costs under applicable federal, state or local laws, ordinances, or regulations."

Note: The information contained herein was obtained from sources deemed to be reliable, but is offered for information purposes only. The Auctioneer, the Substitute Trustees, the note holder and the secured party do not make any representations or warranties with respect to the accuracy of the information contained herein. Prospective purchasers are urged to make their own inspection.

Sidney S. Friedman, Jeffrey M. Lippman, William H. Thrush, Jr., Substitute Trustees

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

DAILY RECORD – JUL 16, 23 & 30
dm(Charles 924 legal ad)