

CYNTHIA E. O'CONNOR, LLC
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(410) 658-2564

TRUSTEE'S SALE
OF IMPROVED REAL PROPERTY
29 Foxtail Drive
Port Deposit, Maryland 21904

Under a decree of sale of a certain Mortgage from Joan A. Colgan, Mortgagor, dated February 25, 1999 and recorded in Liber 0782, Page 810 among the Land Records of Cecil County, MD, with an original principal balance of \$92,000.00, default having occurred under the terms thereof, the Trustee will sell at public auction at the Circuit Court for Cecil County, Front of Courthouse, Main Street, Elkton, on

MARCH 15, 2010 AT 2:00 PM.

ALL THAT fee simple LOT OF GROUND, together with the buildings and improvements thereon situated in Cecil County, MD and more fully described in the aforesaid Mortgage.

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

Terms of Sale: A deposit of \$10,000.00 in cash, cashier's check or certified check required at time of sale. Balance of the purchase price, together with interest on the unpaid purchase money at the rate of 8.25% from the date of sale to the date funds are received by the Trustee, 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 charges or assessments, including water/sewer charges, ground rent, condo/HOA dues, whether incurred prior to or after the sale, and all other costs incident to settlement including all transfer taxes and settlement expenses shall be paid by the Purchaser. 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. The sale is subject to post sale audit of the status of the loan with the loan servicer/noteholder including, but not limited to, determination of whether the borrowers entered into any repayment agreement, reinstated or paid off the loan prior to the sale. In any such event, Purchaser agrees that upon notification of such event, the 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 to the Trustee in the amount of \$1,250.00, plus costs, if the Trustee has moved to resell the property. Purchaser waives personal service of any paper filed in connection with such

motion on himself 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 to the Trustee and all expenses of this sale (including attorneys' fees and full commission on the gross sales price of the sale) shall be charged against and paid from the forfeited deposit. The Trustees may then resell the property at the risk and cost of the defaulting purchaser and the defaulting purchaser shall be liable for any deficiency in the purchase price, all costs and expenses of the resale, reasonable attorneys' fees, and all other charges due and incidental and consequential damages. 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 defaulting purchaser. If Trustee is unable to convey either insurable or marketable title, or if the sale is not ratified by the Circuit Court for any reason, including errors by the Trustee, the Purchaser's sole remedy, at law or in equity, shall be limited to a refund 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 \$295.00 for review of any motion which may be subsequently filed with the Court to substitute a purchaser herein.

Cynthia E. O'Connor or
Evangelos D. Sidou, Trustee

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

CECIL WHIG – DOUBLE COLUMN AD – FEB. 26, MAR. 5 & 12
(foxtail)