

GORDON, FEINBLATT, ROTHMAN, HOFFBERGER & HOLLANDER, LLC  
ATTORNEYS  
233 EAST REDWOOD STREET  
BALTIMORE, MARYLAND 21202

SUBSTITUTE TRUSTEES' SALE OF FEE SIMPLE REAL PROPERTY IN  
BALTIMORE CITY, MARYLAND

MULTI-FAMILY BUILDINGS

**2413-2421 GREENMOUNT AVENUE**

Pursuant to the power of sale contained in that certain Indemnity Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated July 14, 2006, and recorded among the Land Records of Baltimore City, Maryland in Liber F.M.C. No. 8152, folio 135 (the "Deed of Trust"), the undersigned, who were appointed substitute trustees under the Deed of Trust pursuant to a Deed of Appointment of Substitute Trustees, dated August 7, 2009, and recorded among the Land Records of Baltimore City, Maryland in Liber F.M.C. No. 11905, folio 424, will offer the property described in the Deed of Trust, known as 2413-2421 Greenmount Avenue, Baltimore, Maryland (the "Property"), for sale at public auction **ON THE PREMISES AT 2413-2421 GREENMOUNT AVENUE, BALTIMORE CITY, MARYLAND.**

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**ON MONDAY, MARCH 29, 2010 AT 10:00 A.M.**

The Property will be sold subject to: (i) all applicable conditions, liens, restrictions, rights of redemption, covenants, encumbrances and agreements of record; and (ii) such state of facts that an accurate survey or physical inspection of such Property might disclose.

**TERMS OF SALE:** This advertisement, as amended or supplemented by any oral announcements during the conduct of the sale, constitutes the entire terms upon which the Property shall be offered for sale, sold or purchased. A deposit in the amount of \$30,000 shall be required at the time and place of sale, payable by cashier's check drawn on a bank acceptable to the Substitute Trustees, in their discretion. The deposit must be increased to 10% of the purchase price within 2 business days following the sale, in the form of certified check or cashier's check, at the auctioneer's office. Balance due in cash, certified or cashier's check within ten (10) days following final ratification of the sale by the Circuit Court for Baltimore City, Maryland, unless said period is extended by the Substitute Trustees, their successors and assigns, at their discretion. Settlement shall be held in the offices of the Substitute Trustees, as follows: Gordon, Feinblatt, Rothman, Hoffberger & Hollander, LLC, The Garrett Building, 233 East Redwood Street, Baltimore, Maryland 21202-3332. Interest to be paid on the unpaid purchase money by the purchaser at the rate of 6.7% per annum from date of sale to date of settlement. The party secured by the Deed of Trust (the "Secured Party") or any affiliate or subsidiary thereof, or an entity under common control

with the Secured Party, if a bidder, shall not be required to post a deposit or to pay interest on the unpaid purchase money. All taxes, including, but not limited to, real estate and personal property taxes, shall be the responsibility of the purchaser from the date of sale and shall be adjusted at settlement. All water and sewer charges, and all other public charges and assessments against the Property payable on an annual basis, including sanitary and/or metropolitan district charges, if any, shall be adjusted as of the date of sale and shall be the responsibility of the purchaser thereafter. All applicable recordation, sales, transfer and agricultural land transfer taxes shall be paid by the purchaser. The purchaser (other than the Secured Party) shall be required to sign a contract including this ad and other terms. Time is of the essence.

The Substitute Trustees reserve the right to require registration and/or pre-qualification of bidders, to modify or waive the requirements for bidders' deposits, to approve the creditworthiness of any bidder and final purchaser, to withdraw the Property from sale prior to acceptance of a final bid, to cancel the sale, to use an agent or attorney to conduct the sale, to reject any and all bids or to postpone the sale and keep the bidding open for any length of time, and to conduct other sales as the Substitute Trustees may determine in their discretion.

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 nor any other party makes any warranty or representation of any kind or nature, expressed or implied with respect to: (i) the physical condition of, the description of, or title to the Property; or (ii) zoning, subdivision or use of the Property. The purchaser of the Property at the foreclosure sale shall be responsible for any code violations (and resulting fines) occurring on or about the Property, whether or not official notices thereof are issued, and for the risk of loss to the Property from and after the time of sale. If the purchaser defaults, in addition to any other legal or equitable remedies available to them, the Substitute Trustees may declare the entire deposit forfeited, and, in addition, may resell the Property at the risk and cost of the defaulting purchaser. In such event, the defaulting purchaser shall (i) be liable for the payment of any deficiency in the purchase price, all costs and expenses of both sales, attorneys' fees and all other charges incurred by the Substitute Trustees; and (ii) not be entitled to any surplus proceeds resulting from the resale of the Property even if such surplus resulted from improvements to the Property made by or on behalf of said defaulting purchaser.

If the Substitute Trustees are unable to convey the Property by reason of any defect in the title or otherwise, the sole remedy of the purchaser of such Property 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 such purchaser shall have no further claims against the Substitute Trustees or the Secured Party. The conveyance by the Substitute Trustees to the purchaser at settlement shall be by Trustee's 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, that may exist at or affect or relate to such Property, and to any governmental requirements affecting same. The purchaser waives, on their behalf and on behalf of their heirs, personal representatives, successors and assigns, any claims under all present and future environmental laws including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

NOTE: The information contained herein was obtained from sources deemed to be reliable, but is offered for informational purposes only. The Auctioneer, the Substitute Trustees and the Secured Party do not make any representations or warranties with respect to the accuracy of such information.

Seth M. Rotenberg,  
Lisa S. Spitulnik,  
Substitute Trustees

ALEX COOPER AUCTS., INC.  
908 YORK RD., TOWSON, MD 21204

DAILY RECORD – MARCH 12, 19 & 26  
(Greenmount2413-2421)