

Law Offices of
Rosenberg | Martin | Greenberg, LLP
25 South Charles Street, Suite 2115
Baltimore, Maryland 21201

**TRUSTEES' SALE OF
THREE CONTIGUOUS PARCELS
CONTAINING APPROX. 1.07± ACRES
WITH AFFIXED OFFICE TRAILER**

**935 & 937 GROVE AVE.
AND 4231 NORTH POINT BLVD.
BALTIMORE, MD 21222**

Under and by virtue of the power of sale contained in that certain Indemnity Deed of Trust dated June 17, 2005 (the "Deed of Trust"), executed by Nations Limited, LLC now known as Nations, LLC to Dominic J. Pasta and Christopher A. Chick, trustees named therein for the benefit of Susquehanna Bank (the "Noteholder") and recorded among the Land Records of Baltimore County, Maryland, in Liber 22213, folio 117, and the Noteholder, having subsequently appointed William L. Hallam as Substitute Trustee in the place and stead of Christopher A. Chick, by instrument duly executed, acknowledged and recorded among the Land Records of Baltimore County, Maryland, (William L. Hallam and Dominic J. Pasta referred to as the "Trustees") default having occurred under the terms of said Deed of Trust and at the request of the Noteholder, the undersigned Trustees will offer for sale at public auction, on the premises, together and not individually, the properties known as 935 & 937 Grove Ave. and 4231 North Point Blvd., Baltimore, MD 21222 (the "Properties"), on:

AUGUST 5, 2010 at 11:00 a.m.

ALL OF THOSE properties and any improvements thereon being situate in Baltimore County, Maryland (the "Properties"), and being described in the above-referenced Deed of Trust as:

BEGINNING FOR THE FIRST AND BEING KNOWN AND DESIGNATED as Lots Numbers Sixty-Seven (67), Sixty-Eight (68) and Sixty-Nine (69) as shown on the Plat of Oakleigh Beach which Plat is recorded among the Land Records of Baltimore County in Plat Book Liber CWB, Jr. 12, folio 46.

SAVING AND EXCEPTING THEREFROM that portion of Lot No. 69 as conveyed from Walter F. Lubinski and Theresa A. Lubinski, his wife to Clarence P. Andrews and Violet D. Andrews, his wife, by Deed dated October 28, 1955, and recorded among the Land Records of Baltimore County in Liber 2831 at folio 59 and more particularly described as follows:

BEGINNING for the same at a point on the southeast side of Grove Avenue at the Northwesternmost corner of Lot 69 as shown on the Plat of Oakleigh Beach, recorded among the Land Records of Baltimore County, Maryland, in Plat Book C.W.B., Jr. 12 at folio 46 and running thence in a northeasterly direction binding on said southeast line of Grove Avenue and along part of the northwesternmost line of said Lot 69, 132.62 feet along an arc of a curve to the left having a radius of 180 feet to intersect the projection in a northwesterly direction of the division line between Lots 17 and 18 as shown on the Revised Property Plat of Edgepoint, recorded among the aforesaid Land Records in Plat Book G.L.B. No. 18, folio 18, thence southeasterly binding reversely along the projection of said division line 56.68 feet to the northernmost corner of said Lot 17 thence binding along the boundary line between Oakleigh Beach and Edgepoint, southwesterly 120.94 feet to the southwesternmost corner of the aforesaid Lot 69 of Oakleigh Beach, thence northwesterly, binding on the southwesternmost line of said

Lot 69, 10 feet to the place of beginning. Being part of Lot 69 as shown on the above mentioned Plat of Oakleigh Beach recorded as aforesaid in Plat Book C.W.B., Jr. 12 at folio 46.

BEGINNING FOR THE SECOND at a point located at the end of the second or North 58 degrees 57 feet East 70.80 foot line of a parcel of ground firstly described in a deed dated April 18, 1951 and recorded among the Land Records of Baltimore County in Liber GLB No. 1959 folio 138 from Charles D. Weisberg et al to Julius Requard et al, thence north 58 degrees 57 feet east 19 feet more or less to a point on the southwest side of the New North Point Road 150 feet wide thence along the southwest side of New North Point Road and reversely along a portion of the fifth line of the parcel of ground firstly described in the deed aforementioned from Weisberg to Requard north 22 degrees 10 feet west 212 feet more or less to meet the end of the fourth line of the parcel of ground firstly described in the deed aforementioned from Weisberg to Requard thence reversely binding on the fourth and third line of the parcel firstly described in the deed aforementioned from Weisberg to Requard south 75 degrees 30 feet west 64.45 feet, south 33 degrees 15 feet east 227.20 feet to the place of beginning.

BEING the same lots of ground by which Deed dated May 30, 2001 and recorded among the Land Records of Baltimore County in Liber No. 15339, folio 079, was granted and conveyed by Walter A. Lubinski unto Nations Limited, LLC (n/k/a Nations, L.L.C.), in fee simple.

Tax ID Numbers 15-1512740526, 15-1512740525 and 15-1512740528.

The Property consists of three contiguous parcels containing a total of approximately 1.07± acres. It is believed the property is improved by a permanently affixed one-story frame double wide office trailer comprising approximately 1,344± square feet. The Properties are believed to be zoned Commercial, BR-AS.

TERMS OF SALE: A deposit in the amount of Twenty Thousand Dollars (\$20,000.00), payable in cash, certified check or other form acceptable to the Trustees, will be required of the purchaser(s) at the time and place of sale of the Properties. The balance of the purchase price shall be due in cash or by certified check with interest on the unpaid balance of the purchase price at the rate of six and one-half percent (6.5%) per annum from the date of sale to and including the date of settlement. In the event the Noteholder, or an affiliate thereof, is the successful bidder at the sale, such party or its assignee will not be required to make a deposit or to pay interest on the unpaid purchase money. Taxes, water rent and all other municipal charges and liens owed against each of the Properties shall be the responsibility of the purchaser(s) and shall be paid by the purchaser(s) at settlement. In addition, all other charges, expenses and liens owed against the Properties including, but not limited to, all condominium fees and expenses and public charges and assessments owed against the Properties and payable on a periodic basis, such as sanitary and/or metropolitan district charges, if any, shall also be the responsibility of the purchaser(s) and shall be paid by the purchaser(s) at settlement. The cost of all documentary stamps, recordation taxes, document preparation and transfer taxes is to be paid by the purchaser(s). The Trustees reserve the right to reject any and all bids, and to extend the time for settlement, if applicable.

The Properties will be sold in an "AS IS" condition and without any warranties or representations, either express or implied, as to the nature, condition or description of the improvements. In addition, the Properties will also be sold subject to all existing housing, building and zoning code violations, subject to all critical area and wetland violations, subject to all environmental problems and violations which may exist on or with respect to the Properties, and subject to all matters and restrictions of record affecting the same, if any. The purchaser(s) at the foreclosure sale shall assume the risk of loss for the above-referenced Properties immediately after the sale takes place. It shall be the purchaser(s)' responsibility to obtain possession of the Properties following ratification of the sale by the Circuit Court for Baltimore

County, Maryland.

The Properties will be sold subject to all easements (including, but not limited to, those referenced above), conditions, liens (including, but not limited to tax liens), restrictions, rights of redemption, covenants, encumbrances, such state of facts that an accurate survey or physical inspection of the Properties might disclose, and agreements of record affecting the same, if any.

The purchaser(s) shall pay all state and local transfer taxes, recordation taxes and fees, title examination costs, attorneys' fees, conveyance fees and all other incidental settlement costs. The purchaser(s) shall settle and comply with the sale terms within twenty (20) days following the final ratification of sale by the Circuit Court for Baltimore County, Maryland, unless said period is extended by the Trustees for good cause shown. Time is of the essence. Unless the Trustees otherwise agree, settlement shall be held at the offices of Rosenberg | Martin | Greenberg, LLP, 25 South Charles Street, Suite 2115, Baltimore, Maryland 21201.

In the event the purchaser(s) fails to go to settlement as required, in addition to any other legal or equitable remedies available to them, the Trustees may, without further order of the court, declare the aforementioned deposit forfeited and resell the Properties at the purchaser(s)' risk and expense. In such event, the defaulting purchaser(s) shall be liable for the payment of any deficiency in the purchase price, all costs and expenses of both sales, reasonable attorneys' fees, all other charges due, and incidental damages. In the event a resale of the Properties results in a sale in excess of the amount originally bid by the defaulting purchaser, the defaulting purchaser waives any and all claims, rights and interest to any such excess amount and shall not be entitled to any distribution whatsoever from the resale proceeds. The parties' respective rights and obligations regarding the terms of sale and the conduct of the sale shall be governed by and interpreted according to the laws of the State of Maryland.

If the Trustees are unable to convey the Properties as described above, the purchaser(s)' sole remedy at law or in equity shall be limited to the refund of the aforementioned deposit, without interest thereon. Upon refund of the deposit to the purchaser(s), the sale shall be void and of no effect, and the purchaser(s) shall have no further claim against the Trustees or the Noteholder.

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

William L. Hallam, Substitute Trustee
Dominic J. Pasta, Trustee

For further information, contact:
William L. Hallam, Esquire
Rosenberg | Martin | Greenberg, LLP
25 South Charles Street, Suite 2115
Baltimore, Maryland 21201
410-727-6600

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

JEFFERSONIAN – DOUBLE COLUMN AD – JULY 20, 27 & AUG. 3
dm-Grove legal ad (Hallam)