

Hofmeister & Leavers, LLC, Solicitors
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**SUBSTITUTE TRUSTEES' SALE
3-STORY OFFICE BUILDING CONTAINING
APPROX. 35,924 SQUARE FEET
OF GROSS BUILDING AREA**

**940 MADISON AVE.
"MADISON PARK AREA"
BALTIMORE, MD 21201**

Under a power of sale contained in a certain Deed of Trust and Security Agreement from United Baptist Missionary Convention and Auxiliaries, Inc. dated May 11, 2005 and recorded in Liber in 6518, folio 263 and amended by an Amendment to Deed of Trust recorded in Liber 8427, folio 721 and amended by an Second Amendment to Deed of Trust recorded in Liber 10666, folio 541 all being recorded among the Land Records of Baltimore City, MD, default having occurred under the terms thereof, and at the request of the parties secured thereby, the undersigned Substitute Trustees will sell at public auction

**ON THE PREMISES, ON
FEBRUARY 10, 2010 AT 11:00 AM**

ALL THAT FEE-SIMPLE LOT OF GROUND AND THE IMPROVEMENTS thereon situated in Baltimore City, Maryland and known as Tax ID #11-07-0476-004 and more fully described in the aforesaid Deed of Trust and Security Agreement.

The property is believed to be improved by 3-Story (plus lower level), office building containing approximately 35,924 square feet of gross building area. Lot size is approximately 1.135 acres.

The property will be sold in an "as is" condition and subject to all covenants, conditions, liens, restrictions, easements, agreements and rights-of-way as may affect same, if any and with no warranty of any kind. The property may be sold subject to prior leases respecting the improvements. The property is being sold subject to a prior lease by and between the owner of record and APC Realty and Equipment Company, LLC dated January 11, 2005 and evidenced by that certain Memorandum of PCS Site Agreement of even date and recorded among the Land Records of Baltimore City at Liber 6436, folio 569, as well as a Right of Way Agreement by and between the owner of record and Baltimore Gas & Electric Company dated December 21, 2007 and recorded among the Land Records of Baltimore City at Liber 10430, folio 746.

The property may be sold subject to a prior lien, the amount to be announced at the time of sale.

TERMS OF SALE: A deposit of \$200,000 will be required at the time of sale, such deposit to be in cash or certified check, or other form acceptable to the Substitute Trustees in their sole discretion. Balance of the purchase price is to be paid in cash within ten (10) days of the final ratification of sale by the Circuit Court for Baltimore City. If payment of the balance does not take place within ten (10) days of ratification, the deposit(s) 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. Interest to be paid on unpaid purchase money at the rate pursuant to the Deed of Trust

Note from date of sale to date funds are received in the office of the Substitute Trustees in the event the property is purchased by someone other than the holder of the indebtedness. In the event settlement is delayed for any reason, there shall be no abatement of interest. All taxes, ground rent, water rent, condominium fees and/or homeowner association dues, all public charges, assessments payable on an annual basis, including sanitary and/or metropolitan district charges, if applicable, owed against the property shall be adjusted to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps, transfer taxes and settlement expenses for the property shall be borne by the purchaser. Purchaser shall be responsible for obtaining physical possession of the property. Purchaser assumes the risk of loss or damage to the property from the date of sale forward. If the Substitute Trustees are unable to convey good and marketable title, the purchaser's sole remedy in law or equity shall be limited to the refund of the deposit. Upon refund of the deposit to purchaser, this sale shall be void and of no effect, and the purchaser shall have no further claims against the Substitute Trustees. The conveyance of the property by the Substitute Trustees to the purchaser at settlement shall be by Trustees' Deed without covenants or special warranties. Purchaser(s) agrees to pay \$295.00 at settlement, to the Seller's attorney, for review of the settlement documents. Purchaser agrees to pay \$295.00 to the Seller's attorney for review of Motion to Substitute Purchaser payable at the time of execution.

The Substitute Trustees reserve the right to: (1) accept or reject any and all bids and to sell the property in any manner which the Substitute Trustees determines, in their sole discretion, may provide the highest yield to the secured party, (2) modify or waive the requirement for bidders' deposits and terms of sale and/or settlement, and (3) to withdraw all or any part of the property from the sale prior to acceptance of the final bid.

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. No representations are made as to the property. Neither the Substitute Trustees, nor any other party, make any warranty or representation of any kind or nature regarding the physical condition of, the description of, or title to the property. The property will be sold subject to any violation notices and subject to all conditions, restrictions, easements, covenants, encumbrances, and agreements of record and all terms, conditions, notes, and matters as set forth and described in the Deed of Trust. 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.

NOTE: The information contained herein was obtained from sources deemed to be reliable, but is offered for informational purposes only. Neither the auctioneer, the beneficiary of the Deed of Trust, the Substitute Trustees nor their agents or attorneys make any representations or warranties with respect to the accuracy of information.

PROSPECTIVE PURCHASERS ARE URGED TO PERFORM THEIR OWN DUE DILIGENCE WITH RESPECT TO THE PROPERTY PRIOR TO THE FORECLOSURE AUCTION. For additional information, please contact the Substitute Trustees.

C. Larry Hofmeister, Jr., Craig B. Leavers, Substitute Trustees

ALEX COOPER AUCTS., INC.
908 YORK ROAD, TOWSON, MARYLAND 21204
410-828-4838

DAILY RECORD – JAN. 25, FEB. 1 & 8
dm(Madison legal ad)