

**Law Offices of  
Gebhardt & Smith LLP  
One South Street  
Suite 2200  
Baltimore, Maryland 21202**

**SUBSTITUTE TRUSTEES' SALE OF REAL PROPERTY GENERALLY KNOWN AS  
81 WEST MAIN STREET, NEW MARKET, MARYLAND 21774**

Under and by virtue of the power of sale contained in that certain Indemnity Deed of Trust, from Craig A. Wolf and Carla J. Wolf to Edward P. Barker and William J. Ziegler, Trustees, dated as of July 22, 2003, and recorded among the Land Records of Frederick County, Maryland, in Liber 3950, folio 421 (the "Deed of Trust"), the holder of the indebtedness secured by said Deed of Trust (the "Noteholder"), having subsequently appointed David V. Fontana and Richard A. DuBose, III, as Substitute Trustees in the place and stead of Edward P. Barker and William J. Ziegler, original Trustees, by instrument duly executed, acknowledged and recorded among the aforesaid Land Records, default having occurred under the terms of said Deed of Trust and at the request of the parties secured thereby, the undersigned Substitute Trustees (the "Trustees") will offer for sale at public auction at the property known as 81 West Main Street, New Market, Maryland 21774, on:

**Tuesday, February 9, 2010  
at 11:00 a.m.**

ALL OF THAT property being situated in Frederick County, Maryland, and being more particularly described as follows (collectively, the "Property"):

ALL THOSE pieces or parcels of land situate on the north side of Main Street, in New Market, New Market Election District, Frederick County, Maryland, more particularly described as follows:

FIRST: All those lots situate as aforesaid designated as Nos. 12 and 13 on the Plat of New Market, as recorded in Liber W.R. No. 11, Folio 465, one of the Land Records of Frederick County, Maryland, to which said plat further reference is hereby made.

SECOND: All that piece or parcel of land situate as aforesaid, beginning for the same at the southwest corner of the house conveyed by William Norris to John Pearce, by a Deed dated August 15, 1848, and recorded in Liber W.B.T. No. 7, Folio 413, one of the aforesaid Land Records, and running thence North 70 degrees West 7.6 perches to a stone at the southwest corner of the said School House lot, thence with the line of the School House lot, North 9 degrees East 18 perches to a stone at the northwest corner of the said School House lot, thence North 81 degrees East 3.9 perches to a stone, thence South 12 degrees West 2 perches to a stone, thence South 30 degrees East 18 perches to the place of beginning.

PARCELS FIRST AND SECOND above described being all and the same real estate conveyed unto Emory W. Stull and Daisy L. Stull, husband and wife, by Annie B.

Stull, et vir., by Deed dated August 30, 1943, and recorded in Liber No. 439, Folio 223, one of the aforesaid Land Records.

EXPRESSLY EXCEPTING THEREOUT AND THEREFROM all that piece or parcel of land situate as aforesaid, beginning for the same at an iron pipe planted at the northeast corner of the real estate described in the immediately above referenced Deed, and running thence along the westerly side of a public alley, (1) South 3 degrees 52 minutes 30 seconds East 113.31 feet to an iron pipe heretofore planted, thence leaving said alley, and running (2) South 86 degrees 7 minutes 30 seconds West 100.00 feet to an iron pipe, thence (3) South 3 degrees 52 minutes 30 seconds East 200.00 feet to an iron pipe planted on the northerly side of the Old Baltimore-Frederick Pike (70 feet wide), thence with the northerly side of said road, (4) North 81 degrees 40 minutes 0 seconds West 71.68 feet to a point, said point being the place of beginning of the Deed recorded in Liber W.I.P. No. 13, Folio 495, one of the aforesaid Land Records, and thence with the 4<sup>th</sup> line of said Deed, reversely, as heretofore surveyed, (5) North 6 degrees 57 minutes 30 seconds West 300.24 feet to a point, thence with the 5<sup>th</sup> line of a Deed recorded in Liber S.T.H. No. 276, Folio 272, one of the aforesaid Land Records, reversely, as heretofore surveyed, (6) North 73 degrees 3 minutes 38 seconds East 71.01 feet to a point, thence (7) South 17 degrees 32 minutes 40 seconds West 15.21 feet to a point, thence (8) North 84 degrees 33 minutes 50 seconds East 50.02 feet to the place of beginning, containing 24,510 square feet, or 0.56268 acre of land, more or less, and being all and the same real estate conveyed by Emory W. Stull and Daisy L. Stull, husband and wife, to the Board of Education of Frederick County, a body corporate of the State of Maryland, by Deed dated June 19, 1959, and recorded in Liber No. 621, Folio 5, one of the Land Records of the County aforesaid.

BEING THE same land more particularly described in a survey of Haller Associates – Frederick, Maryland, as follows:

BEGINNING FOR the same at a point on the northerly margin of a public road, now known as Main Street, thence with said Main Street (1) by a curve to the right having a radius of 710.30 feet, a chord bearing and distance of North 12 degrees 44 minutes 4 seconds West, 105.16 feet and an arc distance of 105.25 feet to a point; thence leaving said Main Street (2) North 12 degrees 44 minutes 4 seconds East, 216.57 feet to an iron pipe found; thence (3) South 76 degrees 12 minutes 18 seconds East, running with said alley (4) South 12 degrees 1 minute 46 seconds West, 226.71 feet to the point of beginning, containing 22,835 square feet of land.

BEING ALL the same pieces or parcels of land conveyed unto Paul L. Davis by Deed from James E. Hutsell and Marie L. Hutsell, husband and wife, dated May 30, 1984, and recorded among the aforesaid Land Records in Liber No. 1240, Folio 145 et seq.

THE improvements thereon are commonly known as 79-81 West Main Street, New Market, Maryland 21774.

The Property is generally known as 81 West Main Street, New Market, Maryland 21774 and is believed to house a restaurant known or formerly known as Mallards. The structure on the Property is believed to be approximately 4,601 square feet. The Property is also believed to have living quarters above the restaurant. The Property has the following Tax ID Number: 09-238689.

**TERMS OF SALE:** A deposit in the amount of Twenty Five Thousand Dollars (\$25,000.00), 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. The balance of the purchase price, together with interest thereon at the rate of ten percent (10%) per annum from the date of sale to the date of settlement, shall be due from the purchaser(s) in cash or by certified check within twenty (20) days following final ratification of the sale by the Circuit Court for Frederick County, Maryland. Time is of the essence. If ratification or settlement is delayed for any reason there shall be no abatement of interest. Settlement shall be held at the offices of Gebhardt & Smith LLP, One South Street, Suite 2200, Baltimore, Maryland 21202, or such other place as may be agreed to by the Trustees. The Trustees reserve the right to extend the time for settlement at their discretion. In the event the Noteholder, or an affiliate or subsidiary thereof, is the successful bidder at the sale, such party will not be required to make a deposit or to pay interest on the unpaid purchase price. The Trustees reserve the right to reject any and all bids.

All taxes, assessments, condominium fees, water charges, sewer charges, county or municipality charges, and senior liens that are owed against the Property and that are not extinguished by the foreclosure of the Property shall be the sole responsibility of the purchaser(s) and shall be paid by the purchaser(s) at settlement. In addition, the cost of all documentary stamps, recordation fees and taxes, document preparation costs, transfer taxes, title examination costs, attorneys' fees and all other costs associated with conveying the Property to the purchaser(s) shall also be the sole responsibility of the purchaser(s) and shall be paid for by the purchaser(s) at settlement.

The Property is being sold in an "AS IS" condition and without any warranties or representations, either express or implied, as to the nature, condition, value, use or description of the Property or the improvements thereon (if any). The Property is also being sold subject to: (a) all senior liens and encumbrances that are not extinguished by operation of law by the foreclosure sale of the Property; (b) all easements, equitable servitudes, conditions, rights of way, restrictions, rights of redemption, covenants, restrictive covenants, declarations, and any agreements, matters or restrictions of record affecting the Property; (c) all existing housing, building and zoning code violations, encroachments, critical area and wetland violations, environmental problems, conditions or hazards which may exist on or with respect to the Property; and (d) such state of facts that an accurate survey or physical inspection of the Property might disclose.

The purchaser(s) at the foreclosure sale shall assume the risk of loss for the Property immediately after the sale takes place. It shall be the purchaser(s)' responsibility to obtain possession of the Property following final ratification of the sale by the Circuit Court for Frederick County, Maryland and conveyance of the Property by the Trustees to the purchaser(s).

In the event the purchaser(s) fail(s) to go to settlement as required, in addition to any other legal or equitable remedies available to the Trustees, the Trustees may, without further order of the

court, declare the aforementioned deposit forfeited and resell the Property at the purchaser(s)' sole risk and expense. In such event, the defaulting purchaser(s) shall be liable for the payment of any deficiency in the purchase price sustained by the Trustees and/or the Noteholder, all costs and expenses of both sales, reasonable attorneys' fees, and any other damages sustained by the Trustees and/or the Noteholder, including, without limitation, all incidental damages. In the event a resale of the Property results in a sale in excess of the amount originally bid by the defaulting purchaser(s), the defaulting purchaser(s) waives any and all claims, rights and interests to any such excess amount and shall not be entitled to any distribution whatsoever from the resale proceeds. If the Trustees are unable to convey the Property as described above, the purchaser(s)' sole remedy at law or in equity shall be limited to a refund of the aforementioned deposit, without interest thereon. Upon refund of the deposit to the purchaser(s) as aforesaid, the sale shall be void and of no effect, and the purchaser(s) shall have no further claim against the Trustees, the Noteholder or the Auctioneer conducting the sale of the Property. The parties' respective rights and obligations regarding the terms and conduct of the sale shall be governed by the laws of the State of Maryland.

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

David V. Fontana and  
Richard A. DuBose, III  
Substitute Trustees

For further information, contact:  
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