

CYNTHIA E. O'CONNOR, LLC
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Rising Sun, Maryland 21911
(410) 658-2564

TRUSTEE'S SALE
OF IMPROVED REAL PROPERTY
505 Mechanics Valley Road
North East, Maryland 21901

Under a decree of sale of a certain Mortgage from Sandra Kay Carter Clem, Mortagor and Jereline Dickens, Guarantor, dated August 24, 2000 and recorded in Liber 923, Page 134 among the Land Records of Cecil County, MD, with an original principal balance of \$100,000.00, said Mortgage having been assumed by David Ballard Carter, an Assumption of Mortgage Agreement dated March 18, 2004, and 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

February 22, 2010 AT 11:00 AM.

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. Well contamination is known to exist on this property. Purchaser agrees and represents that the purchaser is purchasing the property subject to all matters known and unknown, in "AS IS, WHERE IS" condition. In executing and delivering the Contract of Sale, purchaser recognizes purchaser has not relied upon nor been induced by any statements or representations of any person, including the Substitute Trustees, the secured party, the noteholder or an affiliate or their respective servicers, heirs, personal and legal representatives, agents, employees, successors and assigns (collectively, "Released Parties"), in respect of the condition of the property, including the environmental condition to the property, unless such representations or statements are specifically set forth in the Contract of Sale. Purchaser has not relied on anything in the foreclosure advertisement, but rather has relied solely on such investigations, examinations or inspections of the property as purchaser has made. Purchaser waives and releases the Released Parties from any and all claims the purchaser or its successors and assigns may have now or in the future may have relating to the condition of the property. Purchaser acknowledges and agrees that this provision was a negotiated part of the Contract of Sale and serves as an essential component of consideration for the same. The parties specifically acknowledge and agree that this clause bars all claims by purchaser against Released Parties, arising from the condition of or releases from the property pursuant to the Comprehensive Environmental Response,

Compensations and Liability Act of 1980, as amended, and all other actions pursuant to federal, state or local laws, ordinances or regulations for any environmental condition of or releases from the property. Further, purchaser agrees to indemnify Substitute Trustees for any liability they may have to any third party for an environmental condition of the property. Notwithstanding the parties' intent that this clause bars all such claims, should a court of competent jurisdiction deem otherwise, purchaser agrees that the presence of this clause should serve as the overwhelming, primary factor in any equitable apportionment of response costs under applicable federal, state or local laws, ordinances, or regulations.

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 7.65% 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 to be paid by the purchaser. 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. If ratification or settlement is delayed for any reason there shall be no abatement of interest. 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, Trustee

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

CECIL WHIG – DOUBLE COLUMN AD – FEB. 4, 11 & 18
(mechanics valley 505 022210)