

**Law Offices of
Shannon J. Posner, P.A.
913 Ridgebrook Road, Suite 308
Sparks, Maryland 21152**

**MORTGAGE ASSIGNEES' SALE OF VALUABLE LEASEHOLD
INTEREST IN REAL PROPERTY GENERALLY KNOWN AS
2231 NORTH MONROE STREET, BALTIMORE, MARYLAND 21217**

Under and by virtue of the power of sale contained in that certain Mortgage executed by Bazawork M. Badana a/k/a Bazawoork M. Badana and dated May 9, 2007 and recorded among the Land Records of Baltimore City, Maryland, at Liber 9644, page 626 (the "Mortgage"), the holder of the indebtedness secured by said Mortgage (the "Noteholder") having subsequently appointed Shannon J. Posner and Hunter C. Piel (collectively, the "Assignees") as Mortgage Assignees by instrument duly executed, acknowledged and recorded among the Land Records of Baltimore City, Maryland for the purposes therein contained, default having occurred under the terms of said Mortgage, the undersigned Assignees will offer for sale at public auction at the steps of the Clarence M. Mitchell Courthouse, Circuit Court for Baltimore City, Maryland, 100 N. Calvert Street, Baltimore, Maryland 21202, on:

**Monday, February 22, 2010
at 10:00 a.m.**

THE LEASEHOLD INTEREST IN ALL OF THAT real property being situate in Baltimore City, Maryland, and the improvements thereon (collectively, the "Property"), and being more particularly described as follows:

BEGINNING FOR THE SAME on the southeast corner of Elgin Avenue 66 feet wide and Monroe Street 66 feet wide and binding on the southeast side of Monroe Street the two following courses and distances, viz: first south 42 degrees 55 minutes 46 seconds east 89.08 feet and second along a curve to the right with a radius of 266 feet for a distance of 30.93 feet to the end of the second line of the first described parcel of land in a Deed from Henry Morton and wife to Viola M. Carter, dated June 9, 1950 and recorded among the Land Records of Baltimore City in Liber MLP No. 8118 folio 584, being at the southeast side of a former 15 foot alley, now closed thence running for a line of division 47 degrees 25 minutes 14 seconds east, 55.82 feet to the southwest side of an alley 20 feet wide, thence running and binding on the southwest side of said 20 foot alley, north 42 degrees 56 minutes 46 seconds west, 120 feet to the southeast side of Elgin Avenue, and thence running and binding on the southwest side of Elgin Avenue, south 47 degrees 25 minutes 14 seconds west 54 feet to the place of beginning. This description is in accordance with a survey made by George A. Stephens, Jr. and Associates, Registered Land Surveyors, dated May 13, 1958.

Property ID # 15-17-3227-061

The improvements thereon being known as 2231 N. Monroe Street, Baltimore, Maryland 21217.

TERMS OF SALE: A deposit in the amount of Fifteen Thousand Dollars (\$15,000.00), payable in cash, certified check, or other form acceptable to the Assignees, in their sole and absolute

discretion, will be required of the purchaser(s) at the time and place of sale. 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 ten percent (10%) 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 will not be required to make a deposit or to pay interest on the unpaid purchase money. Taxes, water rent, ground rent, if any, and all other municipal charges and liens owed against the Property 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 Property including, but not limited to, all condominium fees and expenses and public charges and assessments owed against the Property and payable on an annual 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 Assignees reserve the right to reject any and all bids, and to extend the time for settlement, if applicable.

The Property 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 Property 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 Property, 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 Property immediately after the sale takes place. It shall be the purchaser(s)' responsibility to obtain possession of the Property following ratification of the sale by the Circuit Court for Baltimore City, Maryland.

The Property will be sold subject to all easements, conditions, liens, restrictions, rights of redemption, covenants, encumbrances, ground rents, ground leases, such state of facts that an accurate survey or physical inspection of the Property might disclose, and agreements of record affecting the same, if any. The annual ground rent is believed to be Two Hundred Forty Dollars (\$240.00), payable on the twenty fourth (24th) days of May and November in each and every year.

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 City, Maryland, unless said period is extended by the Assignees for good cause shown. Time is of the essence. Settlement shall be held at Campus Title Company, LLC, 913 Ridgebrook Road, Suite 308, Sparks, Maryland 21152.

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 Assignees 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, all costs and expenses of both sales, reasonable attorneys' fees, all other charges due, and incidental damages. 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 Assignees are unable to convey the Property 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 Assignees 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 Assignees do not make any representations or warranties with respect to the accuracy of this information.

Shannon J. Posner
Hunter C. Piel,
Assignees

For further information, contact:
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Hunter C. Piel, Esquire
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913 Ridgebrook Road, Suite 308
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(410) 472-4000

Alex Cooper Auctioneers, Inc.
908 York Road
Towson, Maryland 21204
(410) 828-4838

DAILY RECORD – FEB. 5, 12 & 19
(Monroe1231)