

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

**SUBSTITUTE TRUSTEES' SALE OF AN OFFICE CONDOMINIUM LOCATED AT  
18562 OFFICE PARK DRIVE IN GAITHERSBURG, MARYLAND IN THE  
MONTGOMERY VILLAGE OFFICE PARK**

Under and by virtue of the power of sale contained in the Deed of Trust, dated September 29, 2009, from Vern Joel Hardt and Le-Hang Cong Huyen-Ton-Nu (collectively, the "Grantor") to Sharon M. Cooper and Sterling E. Shuman, Jr., Trustees, and recorded among the Land Records of Montgomery County, Maryland in Liber 33283, folio 107 ("Deed of Trust"), the holder of the indebtedness secured by said Deed of Trust ("Noteholder") having subsequently appointed David V. Fontana and Richard A. DuBose, III, as Substitute Trustees ("Trustees") in the place of Sharon M. Cooper and Sterling E. Shuman, Jr. by a Deed of Appointment, dated May 5, 2010, and recorded among the aforesaid Land Records, default having occurred under the terms of the Deed of Trust and at the request of the party secured thereby, the Trustees will offer for sale to the highest qualified bidder at a public auction to be held at the premises located at 18562 Office Park Drive, Gaithersburg, Maryland 20886, on:

**FRIDAY, JULY 30, 2010  
At 11:00 a.m.**

All those tracts or parcels of land situate, lying and being in Montgomery County, Maryland, and more particularly described as follows (collectively, the "Property"):

Condominium Unit 18562 in a condominium known as "Montgomery Village Office Park Condominium", as per plat thereof recorded in Condominium Plat Book 46 at Plat 4734 through and including Plat 4737, among the Land Records of Montgomery County, Maryland; being all the land and premises declared to be subject to a horizontal property or condominium regime by Declaration dated November 24, 1987 and recorded November 24, 1987 in Liber 8034 at Folio 362. Together with the improvements thereto and the rights and appurtenances thereto belonging or appertaining, and particularly the rights in common with others, in the general and limited common elements of the aforesaid condominium and all other rights and privileges of a Condominium Unit. Subject to the conditions, limitations, reservations and covenants set forth in the aforesaid Declaration.

Tax Map or Tax Acct #02754895;  
Property address: 18562 Office Park Drive, Gaithersburg, MD 20886;  
Title Insurer: Lawyers Title Insurance Corporation; loan policy #G47-1094124

The Property is believed to be an approximately 1,039 square foot office condominium located in Gaithersburg, Maryland in the Montgomery Village Office Park. The Property was built in 1987 and is believed to contain two restrooms.

**TERMS OF SALE:** A deposit in the amount of Twenty Thousand Dollars (\$20,000.00), payable in cash or certified check, will be required of the purchaser of the Property at the time and place of sale. The successful bidder shall be obligated to increase the deposit to ten percent (10%) of the purchase price within seven (7) days of the date of the 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 in cash or by certified check within twenty (20) days following final ratification of the sale by the Circuit Court for Montgomery 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. 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, to withdraw the Property from sale, and to extend the time for settlement, if applicable.

All senior liens, real estate taxes, assessments, water charges and municipal charges owed against the Property which are not extinguished as a matter of law by the foreclosure sale, shall be the sole responsibility of the purchaser and shall be paid for by the purchaser at settlement. The cost of all documentary stamps, recordation taxes, document preparation costs, transfer taxes, title examination costs, attorneys' fees and other costs associated with conveying the Property to the purchaser, shall also be the sole responsibility of the purchaser and shall be paid for by the purchaser 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 or description of the Property or the improvements thereon. The Property is also being sold subject to: (a) all existing building and zoning code violations and all conditions or hazards which may exist on or with respect to the Property; (b) all critical area and wetland violations; (c) all environmental problems and violations which may exist on or with respect to the Property; (d) all senior liens, encumbrances, easements, conditions, restrictions and covenants; (e) all rights of redemption, (f) such state of facts that an accurate survey or physical inspection of the Property might disclose; and (g) all agreements and restrictions of record affecting the same, if any.

The purchaser 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 Montgomery County, Maryland and conveyance of the Property by the Trustees to the purchaser.

In the event the purchaser fails 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 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. 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 as aforesaid, the sale shall be void and of no effect, and the purchaser 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, please contact:  
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410-828-4838

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WASH. TIMES – DOUBLE COLUMN AD – JULY 14, 21 & 28  
(Office Park 18562 legal ad)