

Coon & Cole, LLC
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**SUBSTITUTE TRUSTEES' SALE
MULTIPLE PARCELS OF UNIMPROVED LAND
SITUATED ON ENTERPRISE ROAD AND WOODVALE LANE
BOWIE, MD 20721**

Under a power of sale contained in a certain Purchase Money Deed of Trust from KB Woodmore Land, LLC dated March 20, 2007 and recorded in Liber 27586, folio 593 (the "Deed of Trust") among the Land Records of Prince George's County, MD (Case No. CAE-10-11747) default having occurred under the terms thereof, and at the request of the party secured thereby (the "Secured Party"), the Substitute Trustees will sell at public auction at the Circuit Court for Prince George's Co., 14735 Main St., Upper Marlboro, MD, Duval Wing entrance, located on Main St., on

JUNE 14, 2010 AT 11:30 AM

ALL THOSE FEE-SIMPLE LOTS OF GROUND and the improvements, if any, situated in Prince George's County, MD described below and more fully described in the aforesaid Deed of Trust (collectively the "Property"):

Parcel One: Parcel One is shown on Tax Map 61 as Parcel 14, having an address of 2111 Enterprise Road, Bowie, MD 20721 and bearing Tax ID numbers 07-0811265 & 07-0811257. Totaling approximately 4.56 acres of land, SAVING AND EXCEPTING that portion of the Property to be taken by and/or conveyed to the State of Maryland (re: Contract No. PG711A31, Item No. 101830 as referenced in *State Roads Commission of the State Highway Administration v. KB Woodmore Land, LLC*, pending in the Circuit Court for Prince George's County, Case No. CAL09-18972, the "State Roads Matter"). Additional information respecting the State Roads Matter will be available upon written request to the Auctioneer. Deposit required - \$15,000.

Parcels Two and Three: Parcel Two is shown on Tax Map 61 as Parcel 3, bearing Tax ID number 07-0809665 and totaling approximately 10 acres of land. Parcel Three is shown on Tax Map 61 as Parcel "D", having an address of 2200 Woodvale Lane and bearing Tax ID number 07-0809426. Deposit required for Parcels Two and Three - \$20,000.

Manner of Sale: the Property constituting Parcel One will be offered first and the bid reserved. The Property constituting Parcels Two and Three will be offered second and the bid reserved. The Property (including Parcels One, Two and Three) will then be offered as an entirety. The sale will be made in the manner producing the greatest amount.

The Property, including the improvements, if any, will be sold in an "AS IS" condition and subject to existing building, zoning, environmental violations and all other violations of law, ordinance, order or regulation affecting the same, if any, and with absolutely no warranty either expressed or implied as to the description or the condition of the Property or any improvements thereon. The Property will also be sold subject to any and all conditions, restrictions, covenants, right of ways, agreements and other matters of record

affecting the same, if any, including, but not limited to the State Roads Matter.

Terms of Sale: The Substitute Trustees reserve the unqualified right to reject any and all bids and to withdraw any or all of the Property at any time before sale. If any dispute arises among the bidders, the Trustees shall have the sole, absolute and subjective discretion either to determine the successful bidder or to reoffer and resell the Property. A deposit for the aforementioned amounts on the Parcels if sold individually or \$35,000 if sold as entirety shall be in the form of certified check, cashier's check or money order, at the time of sale will be required of all purchasers other than the Secured Party or its affiliate. The deposit must be increased to 10% of the purchase price within 2 business days following the sale at the office of the auctioneer. The balance of the purchase price is to be paid in immediately available funds, within ten (10) business days after the final ratification of sale by the Circuit Court for Prince George's County. If payment of the balance does not take place within ten (10) business days after ratification, the deposit 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. In the event the Property is purchased by someone other than the Secured Party or its affiliate, interest shall be paid on the unpaid purchase money at the rate pursuant to the Promissory Note secured by the Deed of Trust from the date of sale to the date of settlement. In the event the settlement is delayed for any reason and the Property is purchased by someone other than the Secured Party or its affiliate, there shall be no abatement of interest caused by the delay. All state and local real estate taxes, water, sewer, and other municipal or public charges on the Property, along with any regular and special assessments on the Property, ground rent, and/or homeowners association dues, if applicable, to be adjusted to the date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps, recordation taxes and transfer taxes, including agricultural land transfer taxes, shall be borne by the purchaser. Purchaser agrees to pay \$500.00 at settlement to the Seller's attorney for review of the settlement documents and an additional fee of \$750.00 for review of any motion which may be subsequently filed with the Court to substitute a purchaser herein.

Neither the Substitute Trustees, the Secured Party, nor any other party makes any warranty or representation of any kind or nature regarding the physical condition of, the description of, the development rights thereto, or title to the Property. The purchaser at the foreclosure sale shall assume the risk of loss for the Property immediately after the sale. The Substitute Trustees do not guarantee or covenant to deliver or in any way obtain possession of the Property for any purchaser; rather, purchaser shall be responsible for obtaining physical possession of the Property.

If the Substitute Trustees are unable to convey insurable or marketable title to the Property as described above, or if the sale is not ratified for any reason, the purchaser's sole remedy at law or in equity shall be limited to the refund of the aforementioned deposit, without interest. Upon refund of the deposit to purchaser, the sale shall be void and of no effect, and the purchaser shall have no further claims against the Property, Substitute Trustees or the Secured Party. The conveyance of the Property by the Substitute Trustees to the purchaser at settlement shall be by Trustees' Deed without any covenant or warranty.

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. **TIME IS OF THE ESSENCE FOR THE PURCHASER.**

The contract of sale between the Substitute Trustees, as sellers, and the purchaser

(the "Contract of Sale") shall include, by reference, all the terms and conditions contained herein, specifically including, but not limited to, the following provisions: "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 has not relied upon nor been induced by any statements or representations of any person, including the Substitute Trustees, the Secured Party, or its 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 of 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, Compensation 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 he 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."

Note: The information contained herein was obtained from sources deemed to be reliable, but is offered for information purposes only. The Auctioneer, the Substitute Trustees, and the Secured Party do not make any representations or warranties with respect to the accuracy of the information contained herein. Prospective purchasers are urged to make their own inspection.

Curtis C. Coon, David H. Cole, Substitute Trustees

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

ENQUIRER GAZETTE - DOUBLE COLUMN AD – MAY 27, JUNE 3 & 10
dm(Property 1)