

Semmes, Bowen & Semmes  
Jane A. Wilson, Attorney  
25 S. Charles St., Suite 1400  
Baltimore, MD 21201

**TRUSTEES' SALE  
SUBSTANTIALLY COMPLETED HOME,  
PARTIALLY COMPLETED HOME  
AND 15 RESIDENTIAL LOTS  
In The Subdivision  
CLIFFTON ON THE POTOMAC**

**AND  
2 PARCELS OF LAND  
TOTALING APPROXIMATELY 45.32 ACRES**

**SITUATED ON RIVERVIEW DR.,  
POTOMAC VIEW DR. &  
SPRINGHILL NEWTOWN RD.  
NEWBURG, MD 20664**

By virtue of a Decree of the Circuit Court for Charles County, Case No. C-10-237, the undersigned Trustees will offer for sale at public auction at the Circuit Court for Charles Co., at the New Court House Entrance, Parking Lot Side of Building, La Plata, on

**MARCH 25, 2010 AT 12:00 PM**

ALL THOSE FEE-SIMPLE LOTS OF GROUND AND THE IMPROVEMENTS THEREON situated in Charles County, MD and more fully described in the Indemnity Deed of Trust, Assignment of Rents and Security Agreement from SMIG, L.L.C. and RVBD, L.L.C., dated March 23, 2007 and recorded in Liber 6268, folio 128 among the Land Records of Charles County, MD.

12114 Riverview Dr. (Tax ID #05-019222), Lot size approx. 0.48 acre. The property is believed to be a partially completed 2-story home.

12115 Riverview Dr. (Tax ID #05-019435), Lot size approx. 0.36 acre.

12118 Riverview Dr. (Tax ID #05-012732), Lot size approx. 0.53 acre.

12119 Riverview Dr. (Tax ID #05-019419), Lot size approx. 0.34 acre.

12120 Riverview Dr. (Tax ID #05-014786), Lot size approx. 0.52 acre.

12123 Riverview Dr. (Tax ID #05-019389), Lot size approx. 0.34 acre.

12124 Riverview Dr. (Tax ID #05-019257), Lot size approx. 0.41 acre.

12125 Riverview Dr. (Tax ID #05-019362), Lot size approx. 0.34 acre.

12126 Riverview Dr. (Tax ID #05-019265), Lot size approx. 0.41 acre.

12127 Riverview Dr. (Tax ID #05-011213), Lot size approx. 0.34 acre.

12128 Riverview Dr. (Tax ID #05-016428), Lot size approx. 0.36 acre. The property is believed to be a substantially completed one story home.

12160 Potomac View Dr. (Tax ID #05-012554), Lot size approx. 0.36 acre.

12170 Potomac View Dr. (Tax ID #05-025397), Lot size approx. 0.35 acre.

12190 Potomac View Dr. (Tax ID #05-011876), Lot size approx. 0.34 acre.

12240 Potomac View Dr. (Tax ID #05-022002), Lot size approx. 0.36 acre.

12255 Potomac View Dr. (Tax ID #05-020999), Lot size approx. 0.59 acre.  
12265 Potomac View Dr. (Tax ID #05-007682), Lot size approx. 0.62 acre.

10430 Springhill Newtown Rd. (Tax ID #01-028316), Lot size approx. 5.13 acres.  
Parcel 273, Springhill Newtown Rd. (Tax ID #01-028324), Lot size approx. 40.19 acres.

The properties and improvements, if any, will be sold in an "AS IS" condition and subject to conditions, restrictions, existing building, zoning, and/or environmental violations, agreements of record affecting the same, if any, and with no warranty either expressed or implied as to the description of the condition of the property or improvements.

The properties will be sold subject to any violation notices, tax certificates, and subject to all conditions, restrictions, covenants, encumbrances, right of ways, agreements and other matters of record affecting the same, if any.

Manner of offering: It is anticipated that the manner of offering will be as follows:

**First offering:** The properties on Riverview Dr. and Potomac View Dr. will be offered individually. Deposit required of \$35,000 on each of the improved properties (12114 & 12128 Riverview Dr.) and \$20,000 on each of the residential lots.

**Second offering:** The properties on Riverview Dr. and Potomac View Dr will then be offered as entirety. Deposit required of \$370,000.

**Third offering:** The properties on Springhill Newtown Rd. will be offered as an entirety. Deposit required of \$110,000.

**Fourth offering:** All the property will be offered as an entirety. Deposit required of \$480,000.

Terms of Sale: The deposits as stated above will be required of all purchasers at the time of sale in the form of certified check or cashier's check other than the holder of the Indemnity Deed of Trust, Assignment of Rents and Security Agreement or an affiliate. The deposit(s) must be increased to 10% of the purchase price within 24 hours at the office of the auctioneer. The balance of the purchase price is to be paid in immediately available funds, within fifteen (15) days after the final ratification of sale by the Circuit Court for Charles County. If payment of the balance does not take place within fifteen (15) 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 mortgage holder or an affiliate, interest shall be paid on the unpaid purchase money at the rate of 6.50% per annum from date of sale to the date funds are received in the office of the Trustee. In the event the settlement is delayed for any reason and the property is purchased by someone other than the mortgage holder or an affiliate, there shall be no abatement of interest caused by the delay. Taxes, water, sewer, ground rent, condominium fees, and/or homeowners association dues, if applicable, to be paid current and assumed thereafter by the purchaser. All other public charges and assessments payable on an annual basis, including sanitary and/or metropolitan district charges are to be adjusted for the current year to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps, recordation taxes and 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.

The property will be sold in an "AS IS" condition and without any recourse,

representations or warranties, either express or implied, as to its nature, condition or description. Neither the Trustees, the secured party, the mortgage holder 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.

If the Trustees are unable to convey the property as described above, by reason of any defect in the title or otherwise, the purchaser's sole remedy at law or in equity shall be limited to the refund of the aforementioned deposit. 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, Trustees or the secured party. The conveyance of the property by the Trustees to the purchaser at settlement shall be by Trustees' Deed without 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.

The contract of sale between the 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 Trustees, the secured party, the Indemnity Deed of Trust, Assignment of Rents and Security Agreement holder 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 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, 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 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 Trustees, the Indemnity Deed of Trust, Assignment of Rents and Security Agreement holder 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.

Sarah L. Hill, Jane A. Wilson, Trustees

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

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MARYLAND INDEPENDENT - DOUBLE COLUMN AD – MARCH 10, 17 & 24  
dm(property 4)