

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

**SUBSTITUTE TRUSTEES' SALE OF VALUABLE COMMERCIAL PROPERTY FORMERLY
OPERATED AS A GAS STATION AND SERVICE STATION LOCATED AT
10800 PULASKI HIGHWAY, WHITE MARSH, MARYLAND 21162**

Under and by virtue of the power of sale contained in the Deed of Trust and Security Agreement, dated October 24, 2007, from Melvin E. Tumlin and Shirley Tumlin ("Grantors") to Edward P. Barker, William J. Ziegler and Wanda H. Wright, Trustees, and recorded among the Land Records of Baltimore County, Maryland in Book 26434, page 106 ("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 as Substitute Trustees ("Trustees") in the place of Edward P. Barker, William J. Ziegler and Wanda H. Wright by a Deed of Appointment dated April 6, 2010 and recorded among the aforesaid Land Records at Book 29399, page 374, 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 10800 Pulaski Highway, White Marsh, Maryland 21162, on:

**FRIDAY, AUGUST 6, 2010
At 10:00 a.m.**

All that tract or parcel of land situate, lying and being in Baltimore County, Maryland, with all improvements thereon, and more particularly described as follows (collectively, the "Property"):

BEGINNING for the same at a pipe set on the northwest Right-of-way line of Pulaski Highway, U.S. Rte. #40 said point of beginning being situated south 45 degrees 26 minutes 13 seconds west 528.10 feet from the beginning point of Parcel No. 1 as shown on the State Road R/W Plat No. 2021 and as described in a deed dated February 20, 1936, from the State Roads Commission of the State of Maryland to Louis B. Holzknacht and recorded among the Land Records of Baltimore County in Liber C.W.B Jr. 972, folio 142 thence leaving said point of beginning and running and binding on the northwest Right-of-way line of Pulaski Highway south 45 degrees 26 minutes 13 seconds west 100.86 feet to a pipe thence still binding on the northwest Right-of-way line of Pulaski Highway by a curve to the left with a radius of 5804.56 feet southwesterly 204.27 feet having a chord bearing of south 44 degrees 26 minutes 00 seconds west 204.25 feet to a pipe thence leaving the northwest side of Pulaski Highway by a curve to the right with a radius 38.84 feet northwesterly 121.87 feet having a chord bearing of north 46 degrees 41 minutes 20 seconds west 77.69 feet to a pipe set on the southeast side of Red Lion Road thence running and binding on the southeast side of Red Lion Road north 43 degrees 11 minutes 45 seconds east 305.00 feet to a pipe thence leaving the southeast side of Red Lion Road and running south 46 degrees 41 minutes 20 seconds east 86.04 feet to the place of beginning. Containing 0.623 acres of land more or less.

BEING the same real property conveyed by a Special Warranty Deed dated October 23, 2007 from Sunoco, Inc. (R&M) to Melvin and Shirley Tumlin and recorded among the Land Records of Baltimore County at Book 26434, page 100.

The real property being generally known as 10800 Pulaski Highway, White Marsh, Maryland 21162 and having a tax account number of 11-1119085810.

TERMS OF SALE: A deposit in the amount of Fifty Thousand Dollars (\$50,000.00), payable in cash or certified check, will be required of the purchaser of the Property at the time and place of sale. The 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 Baltimore 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 in their discretion to reject any and all bids, to withdraw the Property from sale and to extend the time for settlement.

The Property is being sold in an "AS IS" condition and without any warranties or representations of any kind, either express or implied, as to the value, 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; (b) all critical area and wetland violations; (c) all environmental problems, conditions and violations which may exist on or with respect to the Property; (d) all senior liens, encumbrances, easements, conditions, restrictions, agreements and covenants which are not extinguished as a matter of law by the foreclosure sale; (e) all rights of redemption and any right to repurchase which are not extinguished by the foreclosure sale, and (f) such state of facts that an accurate survey or physical inspection of the Property might disclose.

All senior liens, real estate taxes and water charges owed against the Property which are not extinguished as a matter of law by the foreclosure sale and the cost of all documentary stamps, recordation taxes, transfer taxes, title examination costs and other costs associated with conveying the Property to the purchaser, shall be the sole responsibility of the purchaser and shall be paid for by the purchaser at settlement.

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 Baltimore 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.

David V. Fontana and Richard DuBose,
Substitute Trustees

For further information, please contact:
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JEFFERSONIAN – DOUBLE COLUMN AD – JULY 22, 29 & AUG. 5
(Pulaski10800 08.06.10 legal ad)