

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

**SUBSTITUTE TRUSTEES' SALE OF APPROXIMATELY 1.19 +/- ACRES OF
COMMERCIAL REAL PROPERTY GENERALLY KNOWN AS LOTS 16-26 WS TRAPPE
ROAD IN BALTIMORE, MARYLAND**

Under and by virtue of the power of sale contained in that certain Purchase Money Deed of Trust, dated March 23, 2005 ("Deed of Trust"), from Gregory M. Germroth ("Grantor") to Mike Wallace and Roger Guttridge, Trustees, which such Deed of Trust is recorded among the Land Records of Baltimore County, Maryland, in Book 21641, page 734, the holder of the indebtedness secured by said Deed of Trust ("Noteholder") having subsequently appointed Michael D. Nord and Richard A. DuBose III as Substitute Trustees ("Trustees") in the place of Mike Wallace and Roger Guttridge by a Deed of Appointment, dated April 6, 2010, and recorded among the aforesaid Land Records prior hereto, default having occurred under the terms of said 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 on the premises located at Lots 16-26 WS Trappe Road, Baltimore, Maryland (near the intersection of Trappe Road and Gray Manor Terrace), on:

**FRIDAY, AUGUST 13, 2010
AT 10:00 A.M.**

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

Lots 16-26, Section L as shown on the Plat of Gray Manor, Baltimore County, Maryland. BEING KNOWN AND DESIGNATED as Lots 16-26, Section L as shown on the Plat of Gray Manor, which Plat is recorded among the Land Records of Baltimore County, Maryland in Plat Book W.P.C. No. 8, folios 60 and 61.

It is believed that the Property features frontage along the west side of Trappe Road and the north side of Gray Manor Terrace. The Property was formally used as a garden center. The Property is believed to be zoned Commercial (BR) and (CB). Tax ID No. 12- 2300006992. Tax Map 103, Grid 6, Parcel 438, Lots 16-26.

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 Trustees, will be required of the purchaser(s) at the time and place of sale. Within seven (7) calendar days after the date of the sale, the purchaser(s) of the Property shall deliver a certified check to the Trustees in order to increase the Purchaser's deposit to an amount that is equal to ten percent (10%) of the full amount bid by such purchaser for the Property at 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(s) 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. The Trustees reserve the right to extend the time for settlement at their discretion. 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.

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 which are not extinguished by operation of law; (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(s) 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(s).

In the event the purchaser(s) fail(s) 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(s) 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(s) as aforesaid, the sale shall be void and of no effect, and the purchaser(s) 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.

Michael D. Nord and Richard A. DuBose III,
Substitute Trustees

For further information, please contact:

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JEFFERSONIAN – DOUBLE COLUMN AD – JULY 29, AUG. 5 & 12
(trappe 08.13.10 legal ad)