

Dackman & Heyman, LLC, Solicitors
Gordon B. Heyman, Solicitor
2221 Maryland Avenue
Baltimore, Maryland 21218

**SUBSTITUTE TRUSTEES' SALE
APPROXIMATELY 30,000 SQ. FT. PROPERTY
ZONED BR – BUSINESS ROADSIDE
IMPROVED BY A
RESTAURANT, SINGLE FAMILY HOME,
2-CAR GARAGE & STORAGE BUILDING**

**4120-4124 WASHINGTON BLVD.
(Tax ID Numbers 13-1311890030 & 13-1305000110.)
HALETHORPE, MD 21227**

Under and by virtue of the power of sale contained in a certain Purchase Money Deed of Trust, Security Agreement and Assignment of Rents, Leases and Contracts from DAJ Harairy, Inc., dated July 29, 2005 and recorded in Liber 23386, folio 8 among the Land Records of Baltimore County, MD (Case No. 03-C-11-007021), default as defined in said Purchase Money Deed of Trust, Security Agreement and Assignment of Rents, Leases and Contracts having occurred, and at the request of the party secured thereby, the undersigned Substitute Trustees will offer for sale at public auction

**ON THE PREMISES, ON
SEPTEMBER 8, 2011 AT 10:00 AM**

ALL THOSE FEE-SIMPLE LOTS OF GROUND AND THE IMPROVEMENTS THEREON situated in Baltimore County, MD and more fully described as follows:

Parcel 1: Beginning for the first thereof at the end of the first line of the lot of ground which was conveyed by Samuel H. Helfrich, et al., to Harry J. McKean by Deed dated December 26, 1928 and recorded among the Land Records of Baltimore County in Liber WHM No. 661, folio 379, and running thence northeasterly binding on the northwest side of Washington Boulevard 100 feet, thence northwesterly and at right angles to the Washington Boulevard 100 feet, thence northwesterly and at right angles to the Washington Boulevard 150 feet, thence southwesterly parallel with Washington Boulevard 100 feet to the end of the second line of the land described in the Deed from Samuel Helfrich, et al., to Harry McKean above referred to, and running thence southeasterly binding on said second line, reversely, 150 feet to the place of beginning.

Beginning for the second thereof at a point on the northwest side of Washington Boulevard distant 387.75 feet northeasterly from an iron pipe driven in the ground at the southwest corner of a lot of ground first described in a Deed from Mary Randall to Oregon R. Benson, Jr., dated August 27, 1907, and recorded among the Land Records of Baltimore County in Liber WPC No. 319, folio 244, which point of beginning is also at the end of the first line of the lot of ground which by Lease dated August 25, 1933 and recorded as aforesaid in Liber LMCLM No. 912, folio 345 was conveyed by The E.B. Helfrich Co. to Theodore Miller and wife, and running thence northerly the E.B. Helfrich Co. to Theodore Miller and wife, and running thence northerly binding on the northwest side of Washington Boulevard 50 feet, thence northwesterly at right angles to Washington Boulevard 150 feet, thence southwesterly parallel with Washington Boulevard 50 feet to the end of the second line described in the aforesaid Lease from the E.B. Helfrich Company to Theodore Miller and wife above referred to, and running thence southeasterly binding on said second line, reversely, 150 feet to the place of beginning.

The above described two (2) lots of ground being situated on the northwest side of Washington Boulevard with improvements thereon being known as Nos. 4120-4124 Washington Boulevard.

Parcel II, Beginning for the same on the northwest side of the Washington Boulevard at the distance of two hundred eight-seven and seventy-five one-hundredths feet northeasterly from an iron pipe set at the southernmost corner of the land formerly belonging to Oregon R. Benson, said point of beginning being on the northeast side of the lot of ground heretofore conveyed by Samuel H. Helfrich, Administrator, to John H. Spence and wife, and running thence along the northwest side of said Washington Boulevard northeasterly fifty feet; thence running at right angles to said Washington Boulevard northwesterly and parallel to the second line on the lot of ground conveyed to Spence as aforesaid one hundred fifty feet; thence southwesterly parallel with said Washington Boulevard fifty feet to the lot of ground conveyed to Spence as aforesaid; and thence southeasterly binding reversely on the second line of the lot of ground conveyed to Spence on hundred fifty feet to the place of beginning.

Tax ID Numbers 13-1311890030 and 13-1305000110.

The improvements on the properties are believed to include a building used as a restaurant, single family detached dwelling, two car detached garage and storage building. Total land area approximately 30,000 sq. ft. (0.69 acres).

Terms of Sale: A cash deposit, certified check or cashier's check for \$39,000 will be required of the purchaser(s) at time and place of sale. The balance of the purchase price is to be paid in cash within ten (10) days following final ratification of the sale by the Circuit Court for Baltimore County. Time is of the essence for the purchaser(s) performance. If the purchaser(s) fails to go to settlement the deposit shall be forfeited to the Trustees and all expenses of this sale (including attorney fees and full commission on the gross sales price of the sale) shall be charged against and paid from the forfeited deposit. In the event of resale the defaulting purchaser(s) shall not be entitled to any surplus proceeds or profits resulting from any resale of the property regardless of any improvements made to the real property. Interest to be charged on the unpaid purchase money at the rate stated in the foreclosed Deed of Trust Note from date of sale to the date funds are received by the Trustees. Adjustment of current year real property taxes will be made as of the date of sale and thereafter assumed by the purchaser(s). All other public charges or assessments, including but not limited to, environmental citations, water/sewer charges, ground rent, sanitary and/or metropolitan district charges, personal property taxes, prior real property taxes, tax sale redemption, condominium/HOA dues, whether incurred prior to or after the sale are to be paid by the purchaser(s). The purchaser(s) shall be responsible for payment of any ground rent escrow, if required. The property will be sold in "AS IS" condition, and without any representations or warranties, either express or implied, with respect to the nature, value, use, description or condition of the property, equipment, fixtures or improvements. The property is also being sold subject to all existing housing, building and zoning code violations, critical area and wetland violations, environmental problems, conditions or hazards, which may exist on or with respect to the property and such state of facts that an accurate survey or physical inspection of the property might disclose. Purchaser(s) shall be responsible for obtaining physical possession of the property. If there are tenants in possession of all or part of the property, the Trustees shall not be responsible for any tenant security deposit. The property is being sold subject to easements, agreements, restrictions or covenants of record affecting same, if any. If the Trustees are unable to convey good and marketable title, the purchaser(s) sole remedy in law or equity shall be limited to the refund of the deposit to the purchaser(s). Upon refund of the deposit this sale shall be null and void and of no effect and the purchaser(s) shall have no further claim against the Trustees. Cost of all documentary stamps, transfer taxes, agricultural transfer taxes and settlement costs to be paid by the purchaser(s). In the event settlement is delayed for any reason and the property is purchased by someone other than Note holder, there shall be no abatement of interest

caused by the delay. The purchaser(s) at the foreclosure sale shall assume the risk of loss for the property from the date of sale. The information contained herein was obtained from sources deemed to be reliable, but is offered for information purposes only. The Auctioneer and the Trustees do not make any representations or warranties with respect to the accuracy of this information. The acreage and square footage are approximate.

Gordon B. Heyman, Debra G. Lerner, Substitute Trustees

ALEX COOPER AUCTS., INC.
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410-828-4838

JEFFERSONIAN – DOUBLE COLUMN AD – AUG, 23, 30 & SEPT. 6
dm(Washington legal ad)