

Venable LLP, Solicitors
210 W. Pennsylvania Avenue, Suite 500
Towson, Maryland 21204

**SUBSTITUTE TRUSTEES' SALE
OF
VALUABLE FEE SIMPLE REAL PROPERTY
CONSISTING OF
10 PARTIALLY FINISHED RESIDENTIAL BUILDING LOTS
AND RELATED H.O.A. AREAS**

**OFF OLD HARFORD ROAD NORTH OF THROGMORTON ROAD
PARKVILLE, BALTIMORE COUNTY, MARYLAND**

KNOWN AS

**LOTS 2 THROUGH 11, INCLUSIVE, OLD HARFORD RIDGE
(9000, 9002, 9004, 9005, 9006, 9007, 9008, 9009, 9010 & 9011 HOUR GLASS COURT)**

**PLUS .0141 ACRE H.O.A. MAINTENANCE AREA AND
1.0589 ACRE H.O.A. MAINTENANCE PARCEL A**

Under and by virtue of the power of sale contained in that certain Indemnity Deed of Trust and Security Agreement from 9111 LLC, a Maryland limited liability company (the "Grantor"), to Thomas K. George and Timothy J. Reynolds, trustees, dated October 8, 2007, and recorded among the Land Records of Baltimore County, Maryland (the "Land Records") at Liber 26299, folio 455, as modified by that First Modification to Indemnity Deed of Trust and Security Agreement dated February 7, 2008 and recorded among the Land Records at Liber 26676, Folio 127 (the "Deed of Trust"), Anne-Thérèse Béchamps and Jay L. Lohse having been appointed as "Substitute Trustees" thereunder pursuant to a Deed of Removal of Trustees and Appointment of Substitute Trustees dated February 17, 2009 and recorded among the Land Records at Liber 27976, Folio 143, and at the request of the party secured thereby, the undersigned Substitute Trustees, or either of them, will offer for sale at Public Auction at the

courthouse steps (Bosley Avenue entrance), Circuit Court for Baltimore County, County Courts Building, 401 Bosley Avenue, Towson, Maryland 21204, on:

FRIDAY, JUNE 26, 2009

AT 10:00 A.M.

that real estate in fee simple more particularly described as follows:

Beginning for the same at a point in the easterly Right-of-Way Line of Old Harford Road, as laid out and now existing 60 feet wide, at the ending of the Second or North 50 degrees 05 minutes 33 seconds West 139.62 feet Deed Line of that certain piece, parcel or tract of land which, by a Deed dated March 01, 2001 and recorded among the Land Records of Baltimore County, Maryland in Liber S.M. No. 15345, folio 671 was granted and conveyed by and between Wisconsin Evangelical Lutheran Synod to Atonement Evangelical Lutheran Church; thence leaving Old Harford Road and running reversely with all of the Second Deed Line of the aforesaid Wisconsin to Atonement conveyance, as now surveyed, referring all of the following courses and distances to the Maryland Coordinate System (NAD 83/91) 1) South 50° 35' 37" East 138.88 feet to an iron pipe in concrete heretofore set in and 185.28 feet from the beginning of the Fourth or South 37° 54' East 619.77 feet Deed Line of that certain piece, parcel or tract of land which, by a Deed dated April 07, 1976 and recorded among the aforesaid Land Records in Liber E.H.K., Jr. No. 5647, folio 273 was granted and conveyed by and between Wisconsin Evangelical Lutheran Synod to Atonement Evangelical Lutheran Church, Inc.; said point also being in and 186.62 feet from the end of the Third or North 30 degrees 12 minutes West 670.28 feet Deed Line of that certain piece, parcel or tract of land which, by a Deed dated October 20, 2004 and recorded among the aforesaid Land Records in Liber S.M. No. 20890, folio 009 was granted and conveyed by and between Hilda M. Trook to 9111 LLC; thence running with part of the Fourth Deed Line of the aforesaid Wisconsin to Atonement, Inc. conveyance and running reversely with part of the Third Deed Line of the aforesaid Trook to 9111 LLC conveyance 2) South 38° 08' 17" East 293.97 feet to a point; thence leaving the lands of 9111 LLC and running across the lands of Atonement Evangelical Lutheran Church, Inc., for new lines of division the following eight courses and distances, viz; 3) North 44° 26' 57" East 49.02 feet to a point; 4) South 38° 17' 28" East 10.00 feet to a point; 5) North 51° 42' 32" East 168.01 feet to a point; 6) North 38° 09' 12" West 138.93 feet to a point; 7) South 51° 42' 32" West 114.06 feet to a point; 8) North 38° 17' 28" West 198.72 feet to a point; 9) South 51° 42' 45" West 58.97 feet to a point and 10) North 59° 57' 23" West 115.82 feet to a point in the aforesaid easterly Right-of-Way Line of Old Harford Road; said point also being at the end of the Third Deed Line of the aforesaid Wisconsin to Atonement conveyance; thence running in the easterly Right-of-Way Line of Old Harford Road and running reversely with all of the Third Deed Line of the aforesaid Wisconsin to

Atonement conveyance 11) South 30° 12' 22" West 32.23 feet to the place of beginning. Containing 54,612 square feet or 1.2537 acres of land, more or less.

Being all of that certain piece, parcel or tract of land which, by a Deed dated March 01, 2001 and recorded among the Land Records of Baltimore County, Maryland in Liber S.M. No. 15345, folio 671 was granted and conveyed by and between Wisconsin Evangelical Lutheran Synod to Atonement Evangelical Lutheran Church.

Also being part of that certain piece, parcel or tract of land which, by a Deed dated April 07, 1976 and recorded among the aforesaid Land Records in Liber E.H.K., Jr. No. 5647, folio 273 was granted and conveyed by and between Wisconsin Evangelical Lutheran Synod to Atonement Evangelical Lutheran Church, Inc.

ALSO BEGINNING FOR THE SAME IN THE CENTER OF the Old Harford Road at the end of the third or South 34 degrees West twenty (20) perch line of the second parcel of land which by Deed dated November 1, 1923, and recorded among the Land Records of Baltimore County in Liber WPC No. 585, folio 56 etc. was conveyed by Charles Marsh and wife to James B. Stenger and wife and running thence binding on part of the last line of said second parcel of land and passing over a stone heretofore planted in said line on the Southeast side of said Road, South 30 degrees 12 minutes East 636.49 feet, thence leaving said line and running for lines of division the two following courses and distance North 46 degrees 53 minutes East 227.71 feet, thence parallel to the first line of this description North 30 degrees 12 minutes West 670.28 feet to the center of the Old Harford Road and to intersect the above-described third line thence running with and binding on the center of said Road and on a part of said third line South 38 degrees 55 minutes West 237.55 feet to the place of beginning. Containing 3.3291 acres of land, more or less.

SAVING AND EXCEPTING THEREFROM ALL THAT PROPERTY DESCRIBED IN THE FOLLOWING Deeds which are recorded among the Land Records of Baltimore County:

1. Deed dated April 11, 1983, and recorded in Liber EHK Jr. No. 6519, folio 87, from Charles A. Betz to Baltimore County, Maryland.
2. Deed dated May 15, 1986, and recorded in Liber EHK, Jr. No. 7183, folio 497, from Herschel W. Trook and Hilda M. Trook to Wisconsin Evangelical Synod.
3. Deed dated March 6, 2008, and recorded in Liber SM 26864, folio 174, from 9111 LLC to Zhuo Sheng Xiong and Cui Zhen Li.
4. County Highway Deed dated April 8, 2008, and recorded in Liber SM 27169, folio 503, from 9111 LLC to Baltimore County, Maryland.

BEING or intended to be part of the property shown on a plat entitled "Subdivision Plat Old Harford Ridge" which plat is recorded among the Land Records of Baltimore County in Liber SM No. 78, folio 276, consisting of Lots 2-11, inclusive, the 0.141 acre ± H.O.A. Maintenance Area, the 19,306 sq. ft,

0.44322 acre ± proposed H.O.A. SWM Easement area, and the 1.0589 acre ± H.O.A. Maintenance Area Parcel A (which contains the 0.0404 acre ± Proposed H.O.A. SWM Easement and the 0.0978 acre Forest Conservation Easement A and part of the 1.0680 acre ± Forest Conservation Easement and Forest Buffer Easement.)

TOGETHER with an easement to enter on, over, through and across the “Proposed H.O.A. SWM 20' Access Easement” leading from Old Harford Road to the 19,306 sq. ft. 0.44322 acre, plus or minus, “Proposed H.O.A. SWM Easement”, as shown on the “Subdivision Plat Old Harford Ridge” recorded among the Land Records of Baltimore County in Plat Book SM No. 78, folio 276, said easement to provide access to the aforesaid “Proposed H.O.A. SWM 20' Access Easement”, as shown on the “Subdivision Plat Old Harford Ridge” recorded as aforesaid, for the purposes of inspecting, constructing, maintaining and repairing the storm water management facilities thereon.

All of the above is hereinafter collectively referred to as the "Trust Property."

The foreclosure sale advertised herein has been docketed in the Circuit Court for Baltimore County, Maryland as Case No. 03C09005307.

The Trust Property will be sold **SUBJECT TO**, among other things: (a) all liens, covenants, conditions, restrictions, encumbrances, easements, rights-of-way, matters, and limitations of record affecting the Trust Property; (b) any matters or state of facts which could be ascertained by a physical inspection of the Trust Property or which would be shown on an accurate survey of the Trust Property; (c) the rights, if any, of persons in possession of all or any part of the Trust Property under recorded or unrecorded leases or occupancy agreements, if any; (d) existing building, subdivision and zoning code violations, if any; and (e) all environmental conditions which may exist.

DESCRIPTION OF PROPERTY

The land described in the Deed of Trust contains approximately 4.4865 acres, more or less, and is unimproved, except for an existing structure that pursuant to the terms of the development plan must be razed prior to the issuance of the first building permit. The land consists of ten (10) partially finished, residential building lots and other parcels subject to future

conveyance to a homeowners association to be formed, and a forest conservation easement to be granted to Baltimore County, as more particularly shown on the plat entitled "Subdivision Plat Old Harford Ridge," recorded among the Plat Records of Baltimore County in Plat Book SM No. 78, Page 276.

The Trust Property is subject to an approved final development plan entitled "Final Development Plan Old Harford Ridge," copies of which may be publicly inspected at the Baltimore County Zoning Review Office, 111 West Chesapeake Avenue, Room 111, Towson, Maryland 21204. The Trust Property is also subject to a record plat entitled "Subdivision Plat Old Harford Ridge," recorded among the Plat Records of Baltimore County in Plat Book SM No. 78, Page 276.

The information contained herein was obtained from sources deemed to be reliable, but is offered for information purposes only. The auctioneer, the party secured by the Deed of Trust and the Substitute Trustees make no representations or warranties with respect to the accuracy of this information.

CONDITIONS OF SALE

The Trust Property and all parts thereof are sold "AS-IS, WHERE IS," and neither the Substitute Trustees, the party secured by the Deed of Trust nor the auctioneer make any warranty or representation, either express or implied, of any kind or character: (i) with respect to all aspects of the physical condition of the Trust Property and all parts thereof, (ii) with respect to subdivision, zoning, development approvals, permits or use of the Trust Property and all parts thereof, (iii) with respect to leases or rents, if any, and all security deposits given therefor, if any, (iv) with respect to present and future contract rights, accounts receivable, general intangibles, licenses, chattel paper, guaranties, proceeds of insurance, instruments, deposits, fees, rents,

issues, profits, or receipts, if any; or (v) with respect to the environmental condition of the Trust Property and all parts thereof. Neither the Substitute Trustees nor the party secured by the Deed of Trust nor any other party guarantee or covenant to deliver or in any way obtain possession of any part of the Trust Property for the purchaser.

The purchaser shall be responsible for obtaining whatever permits, development agreements and/or approvals are necessary to complete development of the Trust Property.

The Trust Property, or the area in which the Trust Property is located, may be affected by provisions of the Baltimore County Master Plan 2000 – 2010. In order to become fully informed of current and future land use plans, facility plans, public works plans or school plans, the purchaser may wish to review the Master Plan and should consult the appropriate county agency for information regarding such plans. The purchaser will be required to acknowledge in the Memorandum of Sale to be executed upon completion of the sale that the purchaser has received and understands this notice.

TERMS OF SALE

This advertisement, as amended or supplemented by any oral announcements during the conduct of the sale, constitutes the Substitute Trustees' entire terms upon which the Trust Property or any part thereof shall be offered for sale, sold or purchased. The Substitute Trustees reserve the unqualified right to withdraw the Trust Property at any time before the sale. If the Substitute Trustees determine that a final bid is not commensurate with the value of the Trust Property which is the subject of the bid, they may reject the bid and withdraw the Trust Property, which is the subject of the bid, from sale. The highest bidder acknowledged by the Substitute Trustees shall be the purchaser. If any dispute arises among the bidders, the Substitute

Trustees shall have the sole and final discretion either to determine the successful bidder or to reoffer and resell the Trust Property.

Prior to the commencement of the foreclosure sale, a cashier's check or certified check of One Hundred Thousand and 00/100 Dollars (\$100,000.00) payable to the Substitute Trustees shall be required from each bidder, other than a bidder on behalf of the party secured by the Deed of Trust or its agents, assigns, or wholly-owned subsidiaries. All deposits will be returned immediately after the sale except the deposit of the successful bidder of the Property. The deposit of the successful bidder will be applied to the purchase price at settlement. The Substitute Trustees shall also require execution of a Memorandum of Sale immediately upon completion of the sale.

The balance of the purchase price, together with interest on such balance at a rate of twelve percent (12%) per annum, from the date of sale, must be paid in cash or immediate funds wire transfer on the date of settlement. In the event that settlement is delayed for any reason, there shall be no abatement of interest.

All state and local ad valorem real estate taxes, other public charges, regular and special assessments, and the like shall be adjusted to the date of sale and thereafter assumed by the purchaser. The purchaser shall pay all state and local transfer taxes, recordation taxes and fees, title examination costs, purchasers' attorney's fees, conveyancing fees, notary fees, and all other incidental settlement costs. At or prior to settlement, purchaser, other than the party secured by the Deed of Trust or its agents, assigns, or wholly-owned subsidiaries, shall be required to deliver substitute letters of credit, or equivalent security, acceptable to Baltimore County in order to cause the release of \$58,450 in letters of credit issued by the party secured by the Deed of Trust with respect to the development of the Trust Property.

The purchaser at foreclosure sale shall assume all risk of loss for the Trust Property purchased immediately after the sale takes place. The purchaser shall settle and comply with the sale terms within ten (10) days following final ratification of sale by the Circuit Court for Baltimore County unless said period is extended by the Substitute Trustees for good cause shown. Settlement shall be held at the Towson offices of Venable LLP, 210 W. Pennsylvania Avenue, Suite 500, Towson, Maryland 21204.

TIME IS OF THE ESSENCE IN THE PERFORMANCE OF ALL OF THE TERMS HEREOF.

If the Substitute Trustees are unable to convey the Trust Property as described, 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 the purchaser, the sale shall be void and of no effect, and the purchaser shall have no further claim against the Substitute Trustees, the auctioneer or the party secured by the Deed of Trust.

If the purchaser defaults, in addition to any other legal or equitable remedies available to them, the Substitute Trustees may declare the entire deposit forfeited and resell the portion of the Trust Property at the risk and cost of the defaulting purchaser. In such event, the defaulting purchaser shall be liable for the payment of any deficiency in the purchase price, all costs and expenses of both sales, reasonable attorney's fees, all other charges due, and incidental damages. The parties' respective rights and obligations regarding the Terms of Sale and the conduct of the sale shall be governed by and interpreted according to the laws of the State of Maryland.

Prospective bidders and other interested parties may obtain additional or more detailed information (including title information) concerning this sale by contacting the auctioneer at the telephone number below.

Anne-Thérèse Béchamps, Esquire
Jay L. Lohse, Esquire
Substitute Trustees

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

JEFFERSONIAN – DOUBLE COLUMN AD – JUNE 11, 18 & 25
(hour glass legal ad 062609)

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