

SUBSTITUTE TRUSTEES' SALE
ONE-STORY RANCHER
Located At
7210 LINDA AVE.
HANOVER, MD 21076

WEDNESDAY, JULY 15, 2009
AT 10:30 AM

Under and by virtue of the power of sale contained in an Indemnity Deed of Trust dated February 21, 2006 and recorded among the Land Records of Anne Arundel County, Maryland at Book 17575, page 134 as modified by a Modification of Deed of Trust dated February 13, 2008 among the Land Records of Anne Arundel County in Liber 19966, folio 258, (referred to collectively as the "Deed of Trust"), the undersigned Substitute Trustees, at the request of the beneficiary of the Deed of Trust (the "Noteholder"), will offer for sale at public auction on the premises at 7210 Linda Avenue, Hanover, Maryland 21076, the real property and improvements hereafter described as follows (the "Property"):

Being known as Tax ID No. 05-000-01235275 and more fully described as:

Being known and designated as Lot No. 17 as shown on the Plat of Friendship, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 23, Page 20. Together with the buildings and improvements thereon erected, made or being, and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

NOTES

All information contained herein as to the nature and description of the Property has been obtained from sources deemed reliable and believed to be accurate. The Substitute Trustees, the Noteholder and their respective agents make no representations or warranties with respect to such information, and each bidder is responsible for independently determining the validity and accuracy of any information provided herein or any other information or materials upon which each bidder relies in submitting a bid.

TERMS OF SALE

A deposit of Twenty Thousand Dollars (\$20,000.00) in the form of a cashier's or certified check will be required from the purchaser at the time and place of sale. The deposit must be increased to 10% of the purchase price within 2 business days.

The deposit **will not** earn interest in the hands of the Substitute Trustees. The Noteholder, if a bidder, shall not be required to post a deposit. Immediately after the sale, the successful bidder shall execute and deliver a contract of sale with the Substitute Trustees, copies of which shall be available for inspection immediately before the sale. The balance of the purchase price shall be paid by a cashier's or certified check, or such other form as the Substitute Trustees may determine acceptable, in their sole discretion, at settlement, which must occur within twenty (20) days following final ratification of the sale by the Circuit Court for Anne

Arundel County, Maryland, unless such period is extended by the Substitute Trustees, time being of the essence. If payment of the balance of the purchase price does not take place within such period of time aforesaid, in addition to any other legal or equitable remedies available to them, the Substitute Trustees may declare the entire deposit forfeited and resell the 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, attorney's fees and all other charges incurred by the Substitute Trustees. Purchaser waives personal service of any paper filed in connection with a motion to resell the property on himself and/or any principal or corporate designee, and expressly agrees to accept service of any such paper by regular mail directed to the address provided by said bidder at the time of the sale. If the Property is purchased by someone other than the Noteholder, interest shall be paid on the unpaid purchase price at the current rate contained in the note secured by the Deed of Trust from date of sale to the date of settlement, or such date that funds are received by the Substitute Trustees. There will be no abatement of interest due from the purchaser if additional funds are tendered before settlement or if settlement is delayed for any reason. Taxes, water bills, and all other municipal liens and charges and all other public charges and assessments payable on an annual basis, if any, shall be adjusted to date of sale and assumed thereafter by the purchaser. All HOA dues will be adjusted to date of sale. The purchaser shall pay all settlement costs, including title examination charges, title insurance premiums, county and state recordation and transfer taxes and recording costs. The purchaser shall pay all costs incidental to the conveyance of the Property. Purchaser agrees to pay \$295.00 at settlement to the Seller's attorney for review of the settlement documents and an additional fee of \$295.00 for review of any motion which may be subsequently filed with the Court to substitute a purchaser herein. The purchaser shall be responsible for obtaining physical possession of the Property. Additional terms may be announced at the time of sale. If the Noteholder is the purchaser of the Property at the sale, the amount bid at the sale by the Noteholder shall be a credit against the indebtedness secured by the Deed of Trust.

The Property will be sold and conveyed subject to all encumbrances, rights, reservations, covenants, conditions, easements, restrictions and statutory liens, if any, having priority over the Deed of Trust, as they may lawfully affect the Property.

The Substitute Trustees reserve: (1) the right to accept or reject any or all bids, (2) the right to modify or waive the requirements for bidder's deposits and terms of sale and/or settlement; (3) the right to withdraw the Property from the sale prior to acceptance of the final bid; and (4) the right to cancel or postpone the sale.

The Property will be sold and conveyed in "AS IS, WHERE IS" condition. Neither the Substitute Trustees nor any other party make any warranty or representation, either express or implied, of any kind or nature regarding the Property, including, without limitation, the description, use, physical condition, subdivision, zoning, environmental condition, compliance with applicable laws, ordinances, or regulations, or fitness for a particular purpose. The purchaser shall assume the risk of loss for the Property immediately after the sale.

If the Substitute Trustees are unable to convey the Property as described above, by reason of any defect in the title or otherwise, the sole remedy of the purchaser 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 claims against the Substitute Trustees. The conveyance of the Property by the Substitute Trustees to the purchaser at settlement shall be by deed without covenant or warranty of any kind whatsoever.

David S. Musgrave
Walter R. Kirkman
Substitute Trustees

ALEX COOPER AUCTS., INC.
908 YORK RD., TOWSON, MD 21204
410-828-4838
LICENSE NOS. A00004, A00176, A0177, A00193,
A00227, A00234, A00297, A00307, A00338

MARYLAND GAZETTE – DOUBLE COLUMN AD – JUNE 27, JULY 4 & 11
dm (linda legal ad)