

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

**TRUSTEES' SALE OF
3-BEDROOM TOWNHOUSE**

**4800 MELBOURNE RD.
BALTIMORE, MD 21229**

Under and by virtue of the power of sale contained in a certain Refinance Deed of Trust from Darlene Bethea-Nwaugwu a/k/a Darlene Bethea, dated June 15, 2007 and recorded in Liber 9700, folio 340 among the Land Records of Baltimore City, MD, (Case No. 24-O-08-001894), default as defined in said Refinance Deed of Trust having occurred, and at the request of the party secured thereby, the undersigned Trustee and Substitute Trustee (hereinafter the "Trustees") will offer for sale at public auction at the Circuit Court for Baltimore City, at the Clarence M. Mitchell Court House, Court House Door, Calvert Street entrance, on

APRIL 8, 2010 AT 10:00 AM

ALL THAT LEASEHOLD LOT OF GROUND AND THE IMPROVEMENTS THEREON situated in Baltimore City, MD and more fully described in the aforesaid Refinance Deed of Trust.

The property is improved by an end of group townhouse containing 3 bedrooms and 1.5 baths. Subject to an Annual Ground Rent of \$120.00 payable in January & July.

Terms of Sale: A cash deposit, certified check or cashier's check for \$10,000 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 City. 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, water/sewer charges, ground rent, sanitary and/or metropolitan district charges, personal property taxes, 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. Purchaser(s) agree(s) to pay \$300.00 at settlement, to the Seller's attorney, for review of the settlement documents, and an additional fee of \$300.00 for review of any motion which may be filed with the Court to substitute a purchaser herein.

Daniel A. Staeven, Trustee
Gordon B. Heyman, Substitute Trustee

ALEX COOPER AUCTS., INC.
908 YORK ROAD
TOWSON, MARYLAND 21204
410-828-4838

DAILY RECORD – SINGLE COLUMN AD – MAR. 23, 30 & APR. 6
dv(Melbourne)