

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

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

**4440 NEWPORT AVE.  
BALTIMORE, MD 21211**

Under and by virtue of the power of sale contained in a certain Indemnity Deed of Trust, Security Agreement and Assignment of Rents, Leases and Contracts from Ralph P. Oakes and Gary D. Oakes, dated February 22, 2002 and recorded in Liber 2283, folio 271 among the Land Records of Baltimore City (Case No. 24-O-09-005130), default as defined in said Indemnity 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 sell at public auction on the premises, on

**MARCH 30, 2010 AT 11:30 AM**

ALL THAT FEE-SIMPLE LOT OF GROUND AND THE IMPROVEMENTS THEREON situated in Baltimore City, MD and more fully described in the aforesaid Indemnity Deed of Trust, Security Agreement and Assignment of Rents, Leases and Contracts.

The property is improved by a 2-story townhouse containing 3 bedrooms and 1 bath.

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 Substitute 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 Substitute 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 Substitute 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 Substitute 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 Substitute 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 Substitute 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, Gordon B. Heyman, Substitute Trustees

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

-----  
DAILY RECORD – SINGLE COLUMN AD – MARCH 15, 22 & 29  
Dv/dm(Newport 033010)