

**Law Offices of
Shannon J. Posner, P.A.
913 Ridgebrook Road, Suite 308
Sparks, Maryland 21152
410-472-4000**

**SUBSTITUTE TRUSTEE'S SALE OF COMMERCIAL REAL PROPERTY GENERALLY
KNOWN AS 709-711 PULASKI HIGHWAY, JOPPA, MARYLAND 21085
AND 725 PULASKI HIGHWAY, JOPPA, MARYLAND 21085**

Under and by virtue of the power of sale contained in that certain Purchase Money Deed of Trust and Security Agreement from 725 Pulaski Properties, LLC to Teodoro Hernandez and William R. Linsao, trustees, dated October 28, 2004 and recorded among the Land Records of Harford County, Maryland, at Liber 5687, folio 0629 (the "Deed of Trust"), the holder of the indebtedness secured by said Deed of Trust (the "Noteholder") having subsequently appointed Shannon J. Posner as Substitute Trustee in the place of Teodoro Hernandez and William R. Linsao by instrument duly executed, acknowledged and recorded among the Land Records of the county aforesaid, default having occurred under the terms of said Deed of Trust and at the request of the party secured thereby, the undersigned Substitute Trustee (the "Trustee") will offer for sale at public auction at the premises, 725 Pulaski Highway, Joppa, Maryland 21085, on:

**Tuesday, August 5, 2008
at 2:00 p.m.**

ALL OF THAT real property being situate in Harford County, Maryland, and the improvements thereon (collectively, the "Property"), and being more particularly described as follows:

Parcel No. 1:

All that lot or parcel of land situate and lying the First ELECTION DISTRICT of Harford County, State of Maryland, being known and designated as Lots Nos. 83, 84, 85, 86 and 87, as shown on Plat No. 1, "Plan of the Subdivision of a Part of the S. Griffith Davis Tract", which plat is recorded among the Land Records of Harford County, in Plat Book S.W.C. No. 3, folio 26. The improvements thereon being known as No. 709-711 Pulaski Highway.

BEING the same and all the land described in and conveyed by a Deed dated October 28, 2004 from Michael C. Horner, by J. David Ash, Esquire, his Attorney-In-Fact, by virtue of a Power of Attorney dated June 29, 2004, to 725 Pulaski Properties, LLC and recorded among the Land Records of Harford County in Liber J.J.R. No. 5687, folio 624.

Tax ID No. 01-024493

Parcel No. 2:

All those lots or parcels of land situate and lying in the First Election District of Harford County, State of Maryland, located on both sides of Philadelphia Road, U.S. Route No. 40, being Lots 88 and 89 as shown on a plat of the S. Griffith Davis Subdivision, which plat is recorded among the Land Records of Harford County in Liber S.W.C. No. 3, folio 26; Saving

and Excepting therefrom so much of the land described in and conveyed by a Deed dated July 18, 1996 from Michael C. Horner to Harford County, Maryland and recorded among the Land Records of Harford County in Liber C.G.H. No. 2423, folio 38. BEING also known and designated as Lot No. 89, as shown on the plat entitled, "Final Plat, Prestige Limousine Company", which plat is recorded among the Land Records of Harford County in Plat Book C.G.H. No. 88, folio 60. The improvements thereon being known as No. 725 Pulaski Highway.

BEING the same and all the land described in and conveyed by a Deed dated October 28, 2004 from Michael C. Horner, by J. David Ash, Esquire, his Attorney-In-Fact, by virtue of a Power of Attorney dated June 29, 2004, to 725 Pulaski Properties, LLC and recorded among the Land Records of Harford County in Liber J.J.R. No. 5687, folio 624.

Tax ID No. 01-017799

TERMS OF SALE: The Trustee will begin by offering the Property for sale as two (2) separate pieces of real property (i.e., 709-711 Pulaski Highway and 725 Pulaski Highway) and will reserve the bids. The Trustee will also offer the Property for sale as an entirety and will reserve the bid. The Trustee, within his sole and absolute discretion, shall determine the successful bidder(s) for the Property based upon the highest cumulative bid price for the Property. A deposit in the amount of Thirty Five Thousand Dollars (\$35,000.00) for each piece of Property sold, or a deposit in the amount of Seventy Thousand Dollars (\$70,000.00) for the Property as an entirety, payable in cash, certified check or other form acceptable to the Trustee, will be required of the purchaser(s) at the time and place of sale. The balance of the purchase price shall be due in cash or by certified check with interest on the unpaid balance of the purchase price at the rate of ten percent (10%) per annum from the date of sale to and including the date of settlement. In the event the beneficiary under the Deed of Trust, or an affiliate thereof, is the successful bidder at the sale, such party will not be required to make a deposit or to pay interest on the unpaid purchase money. Taxes, water rent, ground rent, if any, and all other municipal charges and liens owed against the Property shall be the responsibility of the purchaser(s) and shall be paid by the purchaser(s) at settlement. In addition, all other charges, expenses and liens owed against the Property including, but not limited to, all condominium fees and expenses and public charges and assessments owed against the Property and payable on an annual basis, such as sanitary and/or metropolitan district charges, if any, shall also be the responsibility of the purchaser(s) and shall be paid by the purchaser(s) at settlement. The cost of all documentary stamps, recordation taxes, document preparation and transfer taxes is to be paid by the purchaser(s). The Trustee reserves the right to reject any and all bids, and to extend the time for settlement, if applicable.

The Property will be sold in an "AS IS" condition and without any warranties or representations, either express or implied, as to the nature, condition or description of the improvements. In addition, the Property will also be sold subject to all existing housing, building and zoning code violations, subject to all critical area and wetland violations, subject to all environmental problems and violations which may exist on or with respect to the Property, and subject to all matters and restrictions of record affecting the same, if any. The purchaser(s) at the foreclosure sale shall assume the risk of loss for the above-referenced Property immediately after the sale takes place. It shall be the purchaser(s)' responsibility to obtain possession of the Property following ratification of the sale by the Circuit Court for Harford County, Maryland.

The Property will be sold subject to all easements, conditions, liens, restrictions, rights of redemption, covenants, encumbrances, such state of facts that an accurate survey or physical inspection of the Property might disclose, and agreements of record affecting the same, if any.

The purchaser(s) shall pay all state and local transfer taxes, recordation taxes and fees, title examination costs, attorneys' fees, conveyance fees and all other incidental settlement costs. The purchaser(s) shall settle and comply with the sale terms within twenty (20) days following the final ratification of sale by the Circuit Court for Harford County, Maryland, unless said period is extended by the Trustee for good cause shown. Time is of the essence. Settlement shall be held at the Law Offices of Shannon J. Posner, P.A., 913 Ridgebrook Road, Suite 308, Sparks, Maryland 21152.

In the event the purchaser(s) fails to go to settlement as required, in addition to any other legal or equitable remedies available to them, the Trustee may, without further order of the court, declare the aforementioned deposit forfeited and resell the Property at the purchaser's risk and expense. In such event, the defaulting purchaser(s) shall be liable for the payment of any deficiency in the purchase price, all costs and expenses of both sales, reasonable attorneys' 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.

If the Trustee is unable to convey the Property as described above, the purchaser(s)' sole remedy at law or in equity shall be limited to the refund of the aforementioned deposit, without interest thereon. Upon refund of the deposit to the purchaser(s), the sale shall be void and of no effect, and the purchaser(s) shall have no further claim against the Trustee or the Noteholder.

The information contained herein was obtained from sources deemed to be reliable, but is offered for informational purposes only. The Auctioneer, the Noteholder and the Trustee do not make any representations or warranties with respect to the accuracy of this information.

Shannon J. Posner,
Substitute Trustee

Alex Cooper Auctioneers, Inc.
908 York Road
Towson, Maryland 21204
(410) 828-4838

AEGIS – DOUBLE COLUMN AD – JULY 18, 25 & AUG. 1
(pulaski)