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**SUBSTITUTE TRUSTEE'S SALE  
2-STORY TOWNHOUSE**

**3238 TARTARIAN CT.  
"RIVERVIEW AREA"  
HALETHORPE, MD 21227**

Under a power of sale contained in a certain Deed of Trust from Kathy Eileen McEver, dated December 27, 2007 and recorded in Liber 26754, folio 193 among the Land Records of Baltimore Co., MD, default having occurred under the terms thereof, the Substitute Trustee will sell at public auction at the entrance to the Courthouse for the Circuit Court for Baltimore Co., 401 Bosley Ave., (Bosley Ave. Entrance), Towson, on

**AUGUST 26, 2010 AT 10:00 AM**

ALL THAT FEE-SIMPLE LOT OF GROUND, together with the buildings and improvements thereon situated in Baltimore Co., MD and more fully described in the aforesaid Deed of Trust. Tax ID #13-1304000550.

The property, which is improved by a 2-story townhouse, will be sold in an "as is" condition and subject to conditions, restrictions, easements, and agreements of record affecting the same, if any, and with no warranty of any kind.

Terms of Sale: A deposit of \$10,000 in cash, cashier's check or certified check is required at time of sale. The deposit will not earn interest in the hands of the Substitute Trustee. The Noteholder, if a bidder, shall not be required to post a deposit. 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. Balance of the purchase price, together with interest on the unpaid purchase money at the current rate contained in the Deed of Trust Note of 6.75% from the date of sale to the date funds are received by the Substitute Trustee, shall be payable in cash within ten days of final ratification of the sale by the Circuit Court. There will be no abatement of interest due from the purchaser in the event additional funds are tendered before settlement or if settlement is delayed for any reason. **TIME IS OF THE ESSENCE FOR THE PURCHASER.** Adjustment of current year real property taxes will be made as of the date of sale and thereafter assumed by the purchaser. All past due property taxes shall be paid by the purchaser. All other public and/or private charges or assessments, including water/sewer charges, whether incurred prior to or after the sale, and all other costs incidental to settlement to be paid by the purchaser. All state recordation, and state and county transfer, taxes and settlement expenses shall be paid by the Purchaser. Purchaser shall pay all applicable agricultural tax, if any. Purchaser is responsible for obtaining physical possession of the property, and assumes risk of loss or damage to the property from the date of sale. If ratification or settlement is delayed for any reason there shall be no abatement of interest. The sale is subject to post-sale audit of the status of the loan with the loan servicer including, but not limited to, determination of whether the borrower entered into any repayment agreement, reinstated or paid off the loan prior to the

sale. In any such event, this sale shall be null and void, and the Purchaser's sole remedy, in law or equity, shall be the return of the deposit without interest. If Purchaser fails to settle within ten days of ratification, he shall be liable for payment of any deficiency in the purchase price on resale, all costs and expenses of both sales, and all attorney's fees and other charges and expenses incurred by the Substitute Trustee in moving to resell, and reselling, the property. Purchaser waives personal service of any paper filed in connection with such 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 Purchaser defaults under these terms, deposit shall be forfeited. The Substitute Trustee may then resell the property at the risk and cost of the defaulting purchaser. The defaulted purchaser shall not be entitled to any surplus proceeds resulting from said resale even if such surplus results from improvements to the property by said defaulted purchaser. If Substitute Trustee is unable to convey either insurable or marketable title, or if the sale is not ratified by the Circuit Court for any reason, the Purchaser's sole remedy, at law or equity, is the return of the deposit without interest. 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.

David B. Goldstein, Substitute Trustee

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

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JEFFERSONIAN-- DOUBLE COLUMN AD – AUG. 5, 12 & 19  
dm(Schumm. Tartarian legal ad)