

HYATT & WEBER, P.A.  
200 Westgate Circle, Suite 500  
Annapolis, Maryland 21401  
410-266-0626

SUBSTITUTE TRUSTEES' SALE  
OF  
VALUABLE, FEE-SIMPLE PROPERTY IMPROVED  
BY A RESIDENTIAL DWELLING

Known as  
860 Baltimore -Annapolis Boulevard, Severna Park, Maryland 21146

Under and by virtue of the power of sale contained in a certain Deed of Trust from Joshua J. Scott and Kristin M. Scott dated January 20, 2006, and recorded in Liber 17395, folio 336, among the Land Records of Anne Arundel County, Maryland, default having occurred under the terms thereof and at the request of the party secured thereby, the undersigned Substitute Trustees will sell at public auction, at the front entrance of the Court House for the Circuit Court for Anne Arundel County, Maryland on:

THURSDAY, DECEMBER 17, 2009 AT 1:15 P.M.

ALL THAT property situated in Anne Arundel County, Maryland and described as follows:

BEGINNING at a stake on the southwest edge of the Old Baltimore & Annapolis Blvd., which point of beginning is N 41 degrees 19' W 100 feet from the end of the third line of the conveyance of Annetta V. Chapman to Emma Hund by Deed dated July 6, 1940, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 233, folio 455, thence binding on the southwest side of the said boulevard in a southeasterly direction 50 feet, thence leaving said boulevard and running south 48 degrees 41' W 246.3 feet to the Baltimore & Annapolis Railroad right of way, thence binding on said railroad right of way in a northwest direction parallel with the said boulevard 50 feet to the southwest corner of the property of James Nelson Day and Mary C. Day, his wife, thence with the southerly line of the aforesaid conveyance north 48 degrees 41' E 252.7 feet to the place of beginning.

The property and any improvements thereon will be sold subject to conditions, restrictions and agreements of record, or otherwise, affecting the same, if any. The property and improvements thereon are being sold without warranty, express or implied, of any kind, in "as is" condition.

TERMS OF SALE: A cash deposit or certified check for \$60,000.00 required of the purchaser at the time of sale, balance in cash, certified check or cashier's check at settlement, which must occur within ten (10) days following final ratification of sale by the Circuit Court for Anne Arundel County, unless said period is extended by the Substitute Trustees, their successors or assigns, in their sole discretion, time being of the essence. Interest to be paid on the unpaid purchase price at the rate of 6.75% per annum from the date of sale to date of settlement. In the event

purchaser fails to proceed to settlement as required herein, in addition to any other legal or equitable remedies available to them, the Substitute Trustees 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 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. Taxes and water rent to be adjusted to date of sale. Condominium fees and/or Homeowners Association dues, or any other private charge or assessment, if applicable, shall be adjusted to the date of sale and assumed thereafter by the purchaser. All other public charges and assessments, payable on an annual basis, including sanitary and/or metropolitan district charges, to be adjusted for the current year to date of sale and assumed thereafter by the purchaser. It shall be the responsibility of the purchaser to obtain possession of the property. Purchaser assumes the risk of loss or damage from the date of sale forward. Cost of all documentary stamps, transfer taxes, title examination, document preparation and title insurance shall be borne by the purchaser. Purchaser must pay document review fee of \$395.00 to Hyatt & Weber, P.A. at settlement. The Substitute Trustees reserve the right to modify the requirements for bidders' deposits, to withdraw the property from the sale prior to the termination of bidding and to postpone the sale. If Substitute Trustees are unable to convey good and marketable title to the property, the sole remedy of the purchaser shall be limited to the refund of the deposit of the purchaser. Upon refund of the deposit, the sale shall be void and of no effect, and the purchaser shall have no further claim against the Substitute Trustees. The beneficiary, or any subsidiary of beneficiary, named in the deed of trust being foreclosed upon shall be excused from posting a deposit.

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

Financing may be available for qualified successful bidder. Please contact Christie Hambruch at 410-260-2000 for more information.

Alan J. Hyatt, Jonathan M. Wall and David A. Katz, Substitute Trustees

(Atlantic Auctions logo)

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