

Weinstock, Friedman & Friedman, P.A.
4 Reservoir Circle
Baltimore, MD 21208
410-559-9000

**SUBSTITUTE TRUSTEES' SALE
PARCEL OF LAND +/- 5.806 AC, WATERFRONT WITH PIER**

**LOCATED AT
LOT 4 RIVER ROAD
RIDGELY (A/K/A DENTON), MD**

Under a power of sale contained in a certain Deed of Trust from James M. Darling and James C. Darling dated April 28, 2006, and recorded in Book 684, Page 658, in the Land Records office of Caroline County, Maryland ("Deed of Trust") (Case No. 05C15018199) default having occurred under the terms thereof, the Substitute Trustees will sell at public auction at the premises of Lot 4 River Road, Ridgely (a/k/a Denton), MD,

ON AUGUST 5, 2015 AT 11:00 AM

ALL THAT LOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE SEVENTH ELECTION DISTRICT OF CAROLINE COUNTY, MARYLAND, CONTAINING 5.806 ACRES OF LAND, MORE OR LESS, AND BEING LOT NO. 4 AS DESCRIBED ON A PLAT ENTITLED "THE LAND OF THOMAS H. EATON AND CATHERINE W. EATON", WHICH PLAT IS RECORDED AMONG THE SUBDIVISION PLAT RECORDS FOR CAROLINE COUNTY, MARYLAND AS PLAT NO. 26 IN PLAT BOOK 4; THE DESCRIPTION FOR SAID LOT NO. 4 BEING INCORPORATED HEREIN BY REFERENCE AS IF FULLY SET FORTH HEREIN. THE IMPROVEMENTS THEREON BEING KNOWN AS LOT 4 RIVER ROAD, RIDGELY, MARYLAND.

Being the same lot of ground which by Deed dated July 9, 2004 and recorded July 30, 2004 among the Land Records for Caroline County, Maryland in Liber 551, folio 780 was granted and conveyed from TAB Associates unto James C. Darling and James M. Darling.

The property and improvements, if any, will be sold in an "AS IS" condition and subject to conditions, restrictions, existing building, zoning, and/or environmental violations, agreements of record affecting the same, if any, and with no warranty either expressed or implied as to the description of the condition of the property or improvements.

The property will be sold subject to any violation notices and subject to all conditions, restrictions, covenants, encumbrances, right of ways, agreements and other matters of record affecting the same, if any.

The property will be sold subject to the IRS' right of redemption.

Terms of Sale: A deposit of \$5,000 in the form of certified check, cashier's check or money order, at the time of sale will be required of all purchasers other than the holder of the Deed of Trust or an affiliate. The deposit(s) must be increased to 10% of the purchase price within 2 business days at the office of the auctioneer. The balance of the purchase price is to be paid in immediately available funds, within ten (10) business days after the final ratification of sale by the Circuit Court for Caroline County. If payment of the balance does not take place within ten (10) business days after ratification, the deposit will be forfeited and the property will be resold at the risk and expense of the defaulting purchaser. The defaulting purchaser shall not be entitled to any surplus proceeds or profits resulting from any resale of the property. In the event the property is purchased by someone other than the note holder or an affiliate, interest

shall be paid on the unpaid purchase money at the rate pursuant to the note, or the judgment, whichever is higher, from date of sale to the date funds are received in the office of the Substitute Trustees. In the event the settlement is delayed for any reason and the property is purchased by someone other than the note holder or an affiliate, there shall be no abatement of interest caused by the delay. Any and all fees in connection with the property incurred prior to or after the sale including, but not limited to, taxes, water, sewer, ground rent, condominium fees, and/or homeowners association dues, and any and all other public charges and assessments payable on an annual basis, including sanitary and/or metropolitan district charges, to the extent the lien of which is not discharged by the foreclosure, and all documentary stamps, recordation taxes and transfer taxes, shall be borne by the purchaser.

The property will be sold in an "AS IS" condition and without any recourse, representations or warranties, either express or implied, as to its nature, condition or description. Neither the Substitute Trustees, the secured party, the note holder nor any other party makes any warranty or representation of any kind or nature regarding the physical condition of, the description of, or title to the property. The purchaser at the foreclosure sale shall assume the risk of loss for the property immediately after the sale.

If the Substitute Trustees are unable to convey the property as described above, by reason of any defect in the title or otherwise, the purchaser's sole remedy at law or in equity shall be limited to the refund of the aforementioned deposit. Upon refund of the deposit to purchaser, the sale shall be void and of no effect, and the purchaser shall have no further claims against the property, Substitute Trustees or the secured party. The conveyance of the property by the Substitute Trustees to the purchaser at settlement shall be by Trustees' Deed without covenant or warranty.

The purchaser is responsible for, and the property is sold subject to, any environmental matter or condition, whether latent or observable, if any, that may exist at or affect or relate to the property and to any governmental requirements affecting the same.

The contract of sale between the Substitute Trustees, as sellers, and the purchaser (the "Contract of Sale") shall include, by reference, all the terms and conditions contained herein, specifically including, but not limited to, the following provisions: "Purchaser agrees and represents that the purchaser is purchasing the property subject to all matters known and unknown, in "AS IS, WHERE IS" condition. In executing and delivering the Contract of Sale, purchaser has not relied upon nor been induced by any statements or representations of any person, including the Substitute Trustees, the secured party, the note holder or an affiliate or their respective servicers, heirs, personal and legal representatives, agents, employees, successors and assigns (collectively, "Released Parties"), in respect to the condition of the property, including the environmental condition of the property, unless such representations or statements are specifically set forth in the Contract of Sale. Purchaser has not relied on anything in the foreclosure advertisement, but rather has relied solely on such investigations, examinations or inspections of the property as purchaser has made. Purchaser waives and releases the Released Parties from any and all claims the purchaser or its successors and assigns may have now or in the future may have relating to the condition of the property. Purchaser acknowledges and agrees that this provision was a negotiated part of the Contract of Sale and serves as an essential component of consideration for the same. The parties specifically acknowledge and agree that this clause bars all claims by purchaser against Released Parties, arising from the condition of or releases from the property pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and all other actions pursuant to federal, state or local laws, ordinances or regulations for any environmental condition of or releases from the property. Further, purchaser agrees to indemnify Substitute Trustees for any liability they may have to any third party for an environmental condition of the property. Notwithstanding the parties' intent that this clause bars all such claims, should a court of competent jurisdiction deem otherwise, purchaser agrees that the presence of this clause should serve as the overwhelming, primary factor in any equitable apportionment of response costs under applicable federal, state or

local laws, ordinances, or regulations."

As a part of any sale, the Substitute Trustees, as agents for PNC Bank, National Association, as successor in interest to Mercantile Eastern Shore Bank ("PNC"), are required, by law, to confirm that each prospective purchaser or refinancing source and each equity holder of each such entity is not or shall not be: (i) a person with whom PNC is restricted from doing business under any Anti-Terrorism Law (as hereinafter defined) or Anti-Money Laundering statutes, (ii) engaged in any business involved in making or receiving any contribution of funds, goods or services to or for the benefit of such a person or in any transaction that evades or avoids, or has the purpose of evading or avoiding, the prohibitions set forth in any Anti-Terrorism Law or any Anti-Money Laundering statutes, or (iii) otherwise in violation of any Anti-Terrorism Law or Anti-Money Laundering Statutes. For the purposes herein, "Anti-Terrorism Law" shall mean any laws relating to terrorism or money laundering, including Executive Order No. 13224, effective September 24, 2001, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56, the laws comprising or implementing the Bank Secrecy Act, the Foreign Corrupt Practices Act, as jointly enforced by the United States Justice Department and the Securities and Exchange Commission, and the laws administered by the United States Treasury Department's Office of Foreign Assets Control (as any of the foregoing orders or laws may from time to time be amended, renewed, extended, or replaced). Any third party conducting any such sale shall be required to cooperate fully with the Substitute Trustees and PNC in connection with such confirmation. Purchaser shall be required to cooperate fully with, and provide any information requested by, the Substitute Trustees and PNC in connection with such confirmation.

Note: The information contained herein was obtained from sources deemed to be reliable, but is offered for information purposes only. The Auctioneer, the Substitute Trustees, the note holder and the secured party do not make any representations or warranties with respect to the accuracy of the information contained herein. Prospective purchasers are urged to make their own inspection.

Sidney S. Friedman, William H. Thrush, Jr., Judith Salzman Tortora,
Mindy Mez Saler, and Rebecca Teale Balint, Substitute Trustees