

**SHERIFF'S SALE OF VALUABLE REAL PROPERTY LOCATED AT
30165 WILDLIFE LANE, SALISBURY, MARYLAND 21804**

Pursuant to Writ of Execution issued in Case No. 22-C-10-001954 in the Circuit Court for Wicomico County, Maryland, I have levied upon, seized and attached as Sheriff of Wicomico County, Maryland, all of the right, title, claim, estate and interest of judgment debtor, Thomas H. Ruark, Inc. ("Judgment Debtor"), in and to certain real property generally known as 30165 Wildlife Lane, Salisbury, Maryland 21804 as more particularly described below.

I hereby give public notice that on Wednesday, September 23, 2015 at 11:30 a.m., I will offer for sale at public auction at the Circuit Court for Wicomico County Court House, at 101 North Division Street, Salisbury, Maryland 21801, all the right, title, estate, claim and interest of Judgment Debtor in and to the following real property (the "Property"):

All that piece or parcel of land situate and lying in Nutters Election District, Wicomico County, Maryland on the Westerly side of and binding upon the southerly side of Wildlife Lane Service Road and more particularly shown and designated as Lot 2, Block "A" containing 2.865 acres of land, more or less on the plat entitled "Subdivision for J & C Causey, LLC", made by Philip Parker & Associates, revised and dated November 6, 1997 and recorded among the Land Records of Wicomico County, State of Maryland in Plat Cabinet M.S.B. No. 12, folio 267, as also being shown on part of plat recorded in Plat Book 15, folio 1977 entitled "Boundary Survey of Thomas H. Ruark, Inc. SUBJECT TO a Forest Conservation Declaration of Intent dated November 5, 1997, by John W. Causey and recorded in the aforesaid Land Records in Liber 1572, folio 634.

Wicomico County Tax I.D. No. 08-020809.

The Property is believed to be improved by a one-story office building with approximately 3,200 +/- square feet. It is believed that the building has office space, two (2) bathrooms and break room.

TERMS OF SALE: A deposit in the amount of Ten Thousand Dollars (\$10,000.00), payable by certified check or other form acceptable to the Sheriff's Department of Wicomico County, will be required of the purchaser(s) at the time and place of sale. The balance of the purchase price shall be due at settlement 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 judgment creditor, PNC Bank, National Association

("Judgment Creditor"), 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 and all other municipal charges and liens owed against the Property that are not otherwise extinguished as a matter of law as a result of the Sheriff's sale shall be the responsibility of the purchaser and shall be paid by the purchaser at settlement.

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 at the Sheriff's 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 Wicomico, Maryland and conveyance of the Property by the Sheriff to the purchaser. The Property will be sold subject to all senior liens and encumbrances, if any, and subject to all easements, conditions, restrictions, rights of redemption, covenants, such state of facts that an accurate survey or physical inspection of the Property might disclose, and agreements of record affecting the Property.

The purchaser shall pay at settlement all state and local transfer taxes, documentary stamps, recordation taxes and fees, title examination costs, attorneys' fees, conveyance fees and all other incidental settlement costs. The purchaser shall settle and comply with the sale terms within fifteen (15) days following the final ratification of sale by the Circuit Court for Wicomico County, Maryland, unless said period is extended by the Sheriff for good cause shown. Time is of the essence.

If the Sheriff 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, the sale shall be void and of no effect, and the purchaser shall have no further claim against the Sheriff or the Judgment Creditor. In the event the purchaser fails to go to settlement as required, in addition to any other legal or equitable remedies available to the Sheriff, the Sheriff may, subject to further order of the court,

resell the Property at the Purchaser's sole risk and expense and retain and apply the aforementioned deposit to any deficiency in the purchase price sustained by the Sheriff, all costs and expenses of both sales, reasonable attorneys' fees, and any other damages sustained by the Sheriff and/or the Judgment Creditor as a result of the Purchaser's default, including, without limitation, all incidental damages.

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

Auctioneer: Bill Hudson
BSC America, Atlantic Auctions, Inc.

Publish Ad:

Mike Lewis, Sheriff