

**NOTICE OF SUBSTITUTE TRUSTEES' SALE**

**PROPERTY LOCATED AT:**

**37 EAST MAIN STREET  
BERRYVILLE, VA 22611**

**THURSDAY, MARCH 24, 2016 at 12:00 P.M. (12 Noon)**

In execution of that certain Credit Line Deed of Trust (“**Deed of Trust**”) dated December 22, 2004, and recorded in the Clerk’s Office for the Circuit Court of Clarke County, Virginia on December 22, 2004 at Deed Book 422, Page 125, the undersigned Substitute Trustees, any of whom may act, will offer for sale at public auction at the front entrance of the property located in the Town of Berryville, Clarke County, Virginia at 37 East Main Street, Berryville, VA 22611, on March 24, 2016 at 12:00 p.m. (12 Noon), property commonly known as 37 East Main Street, Berryville, VA 22611, to wit:

All that certain lot or parcel of land, together with the improvements thereon and appurtenances thereunto, belonging, located on the south side of East Main Street in the Town of Berryville, Clarke County, Virginia, containing 0.106 acre as shown on plat of Boundary Line Adjustment of Land of Reginald K. Shirley and Eleanor D. Shirley, prepared by Douglas C. Legge, Land Surveyor dated April 24, 1997 and recorded in Deed Book 273 at Pages 78-79 in the Office of the Clerk of the Circuit Court of Clarke County, Virginia; and being more particularly described by plat of house location survey thereof prepared by Douglas C. Legge, Land Surveyor, dated November 29, 2004.

AND BEING the same property conveyed to Henry Allen Kitselman, III and Laura R. Kitselman, husband and wife, by Deed from Reginald K. Shirley, married and Eleanor D. Shirley, unmarried, dated May 20, 1997 and recorded May 21, 1997 in the aforesaid Clerk’s Office at Deed Book 273 at Page 335.

AND FURTHER BEING the same property conveyed to Masters & Webb, L.C., a Virginia limited company, by Deed from Henry Allen Kitselman, III and Laura R. Kitselman, dated December 22, 2004 and recorded December 22, 2004 in the aforesaid Clerk’s Office at Deed Book 422 at Page 122.

**Tax Map #: 14A5-A-81A**

**Property commonly known as: 37 East Main Street, Berryville, VA 22611**

**MANNER OF SALE:** The property and improvements will be sold in an “AS IS” condition and subject to conditions, restrictions, existing building 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.

**TERMS OF SALE:** A bidder's deposit of \$20,000.00 will be required at time of sale by certified funds or cashier's check, except for a bidder on behalf of the Noteholder or an affiliate. Risk of loss on purchaser from date and time of auction. Settlement is to occur within fifteen (15) days from date of sale, with the balance to be paid at settlement. Additional terms may be announced at time of sale. Pursuant to the Fair Debt Collection Practices Act, we advise you this communication is from a debt collector attempting to collect the indebtedness referred to herein and any information we obtain will be used for that purpose. (FILE 14223851).

If payment of the balance does not take place at or before settlement, 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 Noteholder or an affiliate, interest shall be paid on the unpaid purchase money at the rate pursuant to the Deed of Trust note 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 Noteholder or an affiliate, there shall be no abatement of interest caused by the delay.

Any and all dues, fees, costs and/or other expenses owed against the property which are not extinguished as a matter of law by the foreclosure sale shall be the sole responsibility of the purchaser and shall be paid for by the purchaser at settlement, including but not limited to: the payment of any and all senior liens; any and all outstanding, current and past due or delinquent state, county, town, city, village and/or other local real estate taxes; water, sewer, or ground rent; any and all dues and/or fees owed and/or due to any homeowners' association, condominium unit owners' association, property owners' association, and/or any proprietary lessees' association; any and all other public charges and assessments payable on an annual, semi-annual and/or quarterly basis, including sanitary and/or metropolitan district charges; and any and all cost of all documentary stamps, recordation taxes, transfer taxes, including grantor's taxes, document preparation costs, title examination costs, and other costs associated with conveying the property to 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 Noteholder 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 Substitute Trustees, the Noteholder, any affiliate of the Noteholder, or any other 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 recognizes purchaser has not relied upon nor been induced by any statements or representations of any person, including the Substitute Trustees, the Noteholder or an affiliate or their respective servicers, heirs, personal and legal representatives, agents, employees, successors and assigns (collectively, "Released Parties"), in respect of the condition of the property, including the environmental condition to 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, Compensations 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 ("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 of this letter, "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.

**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 and the Noteholder 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.

**WFF, LLC, Substitute Trustee  
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Advertising:  
The Washington Post: March 15 and 22, 2016