

**Law Offices of  
Gebhardt & Smith LLP  
One South Street, Suite 2200  
Baltimore, Maryland 21202**

**SUBSTITUTE TRUSTEES' SALE OF VALUABLE COMMERCIAL CONDOMINIUM  
UNITS LOCATED AT 7410 COCA COLA DRIVE, UNIT 205 AND UNIT 207,  
HANOVER, MARYLAND 21076**

Under and by virtue of the power of sale contained in the Indemnity Deed of Trust, Security Agreement and Assignment of Leases and Rents, dated July 11, 2012, from Gem Investment Properties, LLC, to the trustees named therein, and recorded among the Land Records of Howard County, Maryland in Liber 14143, folio 231 ("Deed of Trust"), the holder of the indebtedness secured by said Deed of Trust ("Noteholder") having subsequently appointed David V. Fontana and Shaan S. Chima as Substitute Trustees ("Trustees") under the Deed of Trust by a Deed of Appointment, dated April 24, 2017, and recorded among the aforesaid Land Records at Liber 17565, folio 303, default having occurred under the terms of the Deed of Trust and at the request of the party secured thereby, the Trustees will offer for sale to the highest qualified bidder at a public auction to be held at the premises located at 7410 Coca Cola Drive, Unit 205 and Unit 207, Hanover, Maryland 21076 on:

**TUESDAY, JUNE 27, 2017  
At 10:00 a.m.**

All those tracts and parcels of land situate, lying and being in Howard County, Maryland, with all improvements thereon, and more particularly described as follows (each below-mentioned Unit is referred to herein individually as a "Unit," and collectively as the "Property"):

BEING KNOWN AND DESIGNATED as Condominium Unit No. 1, Subdivided Unit Nos. 205 and 207, of Parkside Warehouse Condominiums established under the provision of Title 11 of the Real Property Article of the Annotated Code of Maryland by the operation and effect of Declaration of Parkside: Warehouse Condominiums ("Original Declaration") dated March 7, 2006 and recorded among the Land Records of Howard County in Liber 9873, folio 93, et seq., by Blue Run I Enterprises, LLC, and Amendment to Declaration of Parkside Warehouse Condominiums, Subdividing Unit 1 ("Amended Declaration") dated March 10, 2006, and recorded among the aforesaid Land Records in Liber 9875, folio 284, and any further amendments thereto, the Original Declaration and the Amended Declaration hereafter being collectively known as the "Declaration", all as Condominiums are defined in the Declaration, and are shown on certain Condominium Plats entitled "Parkside Warehouse Condominiums", which Plat is recorded among the Plat Records of Howard County in Plat Book No. 18140, and Condominium Plats entitled "Parkside Warehouse Condominiums, A Subdivision of Unit 1", which Plats are recorded among the Plat Records aforesaid in Plat Book Nos. 18141 thru 18143.

The real property being generally known as 7410 Coca Cola Drive, Unit 205 and

Unit 207, Hanover, Maryland 21076 and being comprised of tax account numbers 01-305816 and 01-305824. The Property is believed to be used as an office, showroom and warehouse.

**TERMS OF SALE:** The Trustees may offer each individual Unit for sale separately and reserve the bids or the Trustees may offer all of the Property for sale as an entirety and reserve the bids. The Trustees reserve the absolute and unconditional right to offer the Property for sale in any order or manner as the Trustees deem appropriate and beneficial to the Noteholder. The manner of sale which generates the highest sale price for the Noteholder will be selected by the Trustees. The Trustees reserve the right, in their sole discretion, to reject any and all bids and to withdraw the Property from sale.

If a purchaser purchases all of the Property, a deposit in the amount of Fifty Thousand Dollars (\$50,000.00), payable by cashier's check or certified check, will be required of the purchaser of the Property at the time and place of sale. If a purchaser purchases an individual Unit, a deposit in the amount of Twenty Five Thousand Dollars (\$25,000.00), payable by cashier's or certified check, will be required of the purchaser of a Unit at the time and place of sale. The successful bidder(s) will be required to increase the deposit to ten percent (10%) of the bid amount by the close of business on the third business day following the date of sale by delivering certified funds to the Trustees. The balance of the purchase price, together with interest thereon at the rate of six percent (6%) per annum from the date of sale to the date of settlement, shall be due from the purchaser(s) by cashier's check or certified check within thirty (30) days following final ratification of the sale by the Circuit Court for Howard County, Maryland. Time is of the essence. If ratification or settlement is delayed for any reason, there shall be no abatement of interest. Settlement shall be held at the offices of Gebhardt & Smith LLP, One South Street, Suite 2200, Baltimore, Maryland 21202, or such other place as may be agreed to by the Trustees. In the event the Noteholder, or an affiliate or subsidiary 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 price. The Trustees reserve the right to extend the time for settlement at their discretion.

The Property is being sold in an "AS IS" condition and without any warranties or representations of any kind, either express or implied, as to the value, nature, condition or description of the Property or the improvements thereon. The Property is being sold subject to: (a) all existing building and zoning code violations; (b) all critical area and wetland violations; (c) all environmental problems, conditions, encroachments and other violations which may exist on or with respect to the Property; (d) all senior liens, encumbrances, easements, conditions, restrictions, agreements, declarations and covenants which are not extinguished as a matter of law by the foreclosure sale; (e) any rights of redemption; (f) such state of facts that an accurate survey or physical inspection of the Property might disclose; and (g) all agreements and restrictions of record affecting the Property, if any. The purchaser is responsible for conducting all of its own due diligence regarding the Property.

All real estate taxes, assessments, water charges and municipal charges owed against the Property which are not extinguished as a matter of law by the foreclosure sale shall be adjusted

to the date of foreclosure sale and assumed thereafter by the purchaser. The cost of all documentary stamps, recordation taxes, transfer taxes, title examination costs, other transfer taxes, and all other costs associated with conveying the Property to the purchaser shall be the sole responsibility of the purchaser and shall be paid for by the purchaser at settlement.

The purchaser at the foreclosure sale shall assume the risk of loss for the Property immediately after the sale takes place. The purchaser shall be responsible for any condominium fees relating to the Property after the date of the foreclosure sale. It shall be the purchaser's responsibility to obtain possession of the Property following final ratification of the sale by the Circuit Court for Howard County, Maryland and conveyance of the Property by the Trustees to the purchaser.

In the event the purchaser fails to go to settlement as required, in addition to any other legal or equitable remedies available to the Trustees, the Trustees 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 Trustees and/or the Noteholder, all costs and expenses of both sales, reasonable attorneys' fees, and any other damages sustained by the Trustees and/or the Noteholder as a result of the purchaser's default, including, without limitation, all incidental damages. In the event a resale of the Property results in a sale in excess of the amount originally bid by the defaulting purchaser, the defaulting purchaser waives any and all claims, rights and interest to any such excess amount and shall not be entitled to any distribution whatsoever from the sale proceeds. The parties' respective rights and obligations regarding the terms of sale and the conduct of the sale shall be governed by and interpreted according to the laws of the State of Maryland.

If the Trustees are 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 Trustees, the Noteholder or the Auctioneer.

David V. Fontana and Shaan S. Chima,  
Substitute Trustees

For further information, please contact:  
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