

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 MIXED-USE DWELLING
Known as
300 Wise Avenue, Baltimore, Maryland 21222

Under and by virtue of the power of sale contained in a certain Money Loaned Deed of Trust from Bruno Perseghin, Jr. and Margaret Perseghin dated April 26, 2002, and recorded in Liber 0017064, folio 081, among the Land Records of Baltimore 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 Baltimore County, Maryland on:

WEDNESDAY, OCTOBER 4, 2017 AT 2:00 P.M.

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

All those three (3) lots ground situate, lying and being in Baltimore County, Maryland, 12th Election District, State of Maryland, as follows:

Being known and designated as Lots 43, 44 and 45, as set forth and shown on a plat entitled "Plat of Rosewald Beach", which Plat is recorded among the Plat Records of Baltimore County, Maryland in Plat Book Liber No. 10, folio 88.

Saving and excepting, therefrom, all that strip or parcel of land described in deed recorded in Liber 3691 folio 377.

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 \$16,000.00 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 Baltimore 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 8% 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. All taxes due for prior years including costs of any tax sale are payable by the purchaser. Water rent is to be adjusted to date of sale. Purchaser is responsible for any recapture of homestead tax credit. Condominium fees and/or Homeowners Association dues, as well as all other public or private 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. The sale is subject to the foreclosing lender's (or servicer's) post-sale audit of the status of the loan, including, but not limited to, determination of whether the borrower entered into any repayment agreement, reinstated or paid off the loan prior to the sale. Cost of all documentary stamps, transfer taxes, title examination, document preparation and title insurance shall be borne by the purchaser, whether or not purchaser is a Maryland First Time Home Buyer. 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 defaulted purchaser shall not be entitled to any surplus proceeds resulting from said resale even if such surplus results from improvements to the property by said defaulted purchaser. 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 Robert D. Miller, Substitute Trustees.

(Atlantic Auctions logo)

\\HWL-2\Worldox\WDocs\Hyatt\0S963\1608\00630015.DOC