

BP FISHER LAW GROUP, LLP
174 Waterfront Street, Suite 400
Oxon Hill, MD 20745
Telephone (301)599-7700
Case No.: 24-O-16-002415

FORECLOSURE SALE
VALUABLE IMPROVED DWELLING
3205 Gibbons Ave, Baltimore, MD 21214

In enforcement of a Security Instrument granted by Colleen M. Smith and Rodney L. Smith dated August 2, 2006 and recorded among the Land Records of Baltimore City, Maryland in Liber 08381 at folio 163, the undersigned, will sell at public auction at the Courthouse entrance of the:

CIRCUIT COURT FOR BALTIMORE CITY at
100 North Calvert Street Entrance, Baltimore, Maryland 21202
on
Monday, February 26, 2018 at 10:00AM

All that fee simple property described in said Security Instrument, being in the 27 Election District of Baltimore City, Maryland, and being improved by a dwelling bearing the street address of 3205 Gibbons Ave, Baltimore, MD 21214. Subject to all covenants, restrictions and easements of record, if any. Additional information is available at www.first-legal.com.

TERMS OF SALE: A deposit of \$24,000.00 in the form of certified check, cashier's check or money order will be required at the time of sale, the balance to be payable in cash within ten (10) business days after ratification of the sale by the Circuit Court, with interest on said balance from the date of sale to date of receipt of funds by the undersigned at the rate of 7.15000% per annum. Upon the failure of the purchaser to settle, time being of the essence, subject to court order, the entire deposit will be retained as liquidated damages and not as a penalty and the purchaser will be released from any further liability. If the court determines that the amount of retained deposit is a penalty, the court is to set an amount of damages or otherwise fashion the remedy for the purchaser's default. The defaulted purchaser shall not be entitled to any surplus proceeds resulting from a resale even if the defaulted purchaser improved the property. The undersigned reserve the right to waive the deposit requirements as to a purchaser representing the interests of the party secured by the Security Instrument. Sale is "AS-IS" and the undersigned make no warranty regarding the physical condition, physical description, title, or any other matter with respect to the property. All due and/or unpaid water and sewer facilities charges and front foot benefit payments are payable by the purchaser without adjustment. Taxes, rents (other than ground rents) and any other annually payable public charges and assessments, including any condominium fees and/or homeowner's association dues, if applicable, will be adjusted to the day of sale and thereafter assumed by the Purchaser. All costs of conveyancing, including transfer taxes and recordation taxes will be paid by the Purchaser. The Purchaser will pay a reasonable fees for any services rendered by counsel for the undersigned at the request of the purchaser or due to the failure of the purchaser to comply with the terms of sale. The Purchaser shall be responsible for obtaining possession of the property. In the event the undersigned are unable to convey marketable title or in the event the borrower entered into a repayment plan, reinstated or paid the loan off prior to the sale, if the ratification of the sale is denied by the Circuit Court for any reason, or if for any other reason, the undersigned did not have the right to sell, the sale is null and void and the Purchaser is not entitled to any legal or equitable remedy other than return of the deposit without interest and any and all other claims of the purchaser are hereby released. Other terms and conditions may be announced at the sale.

TRACEY JEAN-CHARLES, ET AL. for
Substitute Trustees

Matter No. 15-01908