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**SUBSTITUTE TRUSTEE'S SALE  
COMMERCIAL CONDOMINIUMS**

**LOCATED AT**

**1110 BUTTERWORTH COURT, BUILDING B, UNIT B-1  
1101 BUTTERWORTH COURT, BUILDING D, UNIT D-1  
1103 BUTTERWORTH COURT, BUILDING D, UNIT D-2  
STEVENSVILLE, MD 21666**

Under a power of sale contained in a certain Indemnity Deed of Trust from Josiah H. Tice (a/k/a Josiah H. Tice Jr.) and E. Joan Tice to Margaret Theiss Falson and Robert E. Kendrick, III, Trustee dated February 18, 2004, and recorded in Book 1216, Page 737, in the Land Records office of Queen Anne's County, Maryland ("Deed of Trust") (Case C-17-CV-18-000093), default having occurred under the terms thereof, the Substitute Trustee will sell at public auction at 1110 Butterworth Court, Building B, Unit B-1, 1101 Butterworth Court, Building D, Unit D-1, 1103 Butterworth Court, Building D, Unit D-2, Stevensville, MD 21666,

**ON JUNE 13, 2018 AT 11:00 AM**

**PARCEL 1**

BEING KNOWN AND DESIGNATED as Unit B-1, Building B, Phase B, of "THOMPSON CREEK BUSINESS PARK CONDOMINIUM", A Horizontal Property Regime, as established pursuant to A Declaration of Thompson Creek Business Park, Inc., a Maryland Corporation, dated December 18, 1990, and recorded among the Land Records of Queen Anne's County in Liber MWM 361, folio 942, as amended by Amended Declaration and By-Laws, dated December 26, 1990, and recorded among the Land Records of Queen Anne's County in Liber MWM 362, folio 165, and further amended by Amendment Two, dated September 22, 1993, and recorded among the Land Records of Queen Anne's County in Liber MWM 440, folio 837, Amendment Three, dated April 23, 1997, and recorded among the Land Records of Queen Anne's County in Liber 581, folio 858, Amendment Four, dated March 31, 1998, and recorded among the Land Records of Queen Anne's County in Liber MWM 615, folio 300, Amendment Five, dated November 20, 1998, and recorded among the Land Records of Queen Anne's County in Liber MWM 650, folio 298, and Amendment Six, dated January 28, 2000, and recorded among the Land Records of Queen Anne's County in Liber MWM 718, folio 676: pursuant to Plats entitled "Thompson Creek Business Park Condominium", Phase C, recorded at Plat Book MWM 16, folio 61 A-E; Phase A recorded at Plat Book MWM 17, folio 53 A-D; Phase D, recorded at Plat Book MWM 20, folio 24 A-D, and amended Phase D (Units D-1 thru D-5), recorded at Plat Book 30 folios 49 A-D; Phase B, recorded in Plat Book SM 25, folio 98 A-D; Phase E (Unit E-6), recorded in Plat Book SM 28, folio 28 A-C, (Unit E-1), recorded at Plat Book MWM 18, folio 18 A-C, (Units E-2, E-3 & E-5), recorded in Plat Book 30, folio 50 A-D; and Phase F (Units F-2, F-3 & F-5), recorded at Plat Book MWM 30 pages 51 A-D; together with an undivided interest in common elements as set forth in said Declaration and By-Laws and subject to all rights, easements, restrictions, covenants, and reservations contained therein and as shown on said plats referred to herein.

The Real Property or its address is commonly known as Unit B-1, Thompson Creek Business Park, 1110 Butterworth Court, Stevensville, Maryland 21666.

Subject, to the following provision:

Amendments Three and Five to the Declaration of the Thompson Creek Business Park Condominium provide that former future expansion Phases G & H & I are part of a separate subdivided Lot 2 known as the "Self Storage Lot", and have never been subjected to the condominium regime under the Thompson Creek Business Park Condominium. This conveyance of a unit in the Thompson Creek Business Park Condominium is subject to Amendments Three and Five, meaning that the Thompson Creek Business Park Condominium comprises 6.772 acres more or less known as Lot 1 on the Plat of the Minor Nonresidential Subdivision of the Thompson Creek Business Park recorded at Plat Book SM 26 folios 92 A to C, and that the 2.8088 acre Self Storage Lot 2 is not a part of the common elements of the Condominium. By acceptance of this Deed, Grantee acknowledges that the Condominium and its Council of Unit Owners have no interest in the 2.8088 Acre Self Storage Lot 2.

#### PARCEL 2

BEING KNOWN AND DESIGNATED as Unit D-1, Building D, Phase D, of "THOMPSON CREEK BUSINESS PARK CONDOMINIUM", A Horizontal Property Regime, as established pursuant to A Declaration of Thompson Creek Business Park, Inc., a Maryland Corporation, dated December 18, 1990, and recorded among the Land Records of Queen Anne's County in Liber MWM 361, folio 942, as amended by Amended Declaration and By-Laws, dated December 26, 1990, and recorded among the Land Records of Queen Anne's County in Liber MWM 362, folio 165, and further amended by Amendment Two, dated September 22, 1993, and recorded among the Land Records of Queen Anne's County in Liber MWM 440, folio 837, Amendment Three, dated April 23, 1997, and recorded among the Land Records of Queen Anne's County in Liber 581, folio 858, Amendment Four, dated March 31, 1998, and recorded among the Land Records of Queen Anne's County in Liber MWM 615, folio 300, Amendment Five, dated November 20, 1998, and recorded among the Land Records of Queen Anne's County in Liber MWM 650, folio 298, and Amendment Six, dated January 28, 2000, and recorded among the Land Records of Queen Anne's County in Liber MWM 718, folio 676: pursuant to Plats entitled "Thompson Creek Business Park Condominium", Phase C, recorded at Plat Book MWM 16, folio 61 A-E; Phase A recorded at Plat Book MWM 17, folio 53 A-D; Phase D, recorded at Plat Book MWM 20, folio 24 A-D, and amended Phase D (Units D-1 thru D-5), recorded at Plat Book 30 folios 49 A-D; Phase B, recorded in Plat Book SM 25, folio 98 A-D; Phase E (Unit E-6), recorded in Plat Book SM 28, folio 28 A-C, (Unit E-1), recorded at Plat Book MWM 18, folio 18 A-C, (Units E-2, E-3 & E-5), recorded in Plat Book 30, folio 50 A-D; and Phase F (Units F-2, F-3 & F-5), recorded at Plat Book MWM 30 pages 51 A-D; together with an undivided interest in common elements as set forth in said Declaration and By-Laws and subject to all rights, easements, restrictions, covenants, and reservations contained therein and as shown on said plats referred to herein.

The Real Property or its address is commonly known as Unit D-1, Thompson Creek Business Park, 1101 Butterworth Court, Stevensville, Maryland 21666.

Subject, to the following provision:

Amendments Three and Five to the Declaration of the Thompson Creek Business Park Condominium provide that former future expansion Phases G & H & I are part of a separate subdivided Lot 2 known as the "Self Storage Lot", and have never been subjected to the condominium regime under the Thompson Creek Business Park Condominium. This conveyance of a unit in the Thompson Creek Business Park Condominium is subject to Amendments Three and Five, meaning that the Thompson Creek Business Park Condominium comprises 6.772 acres more or less known as Lot 1 on the Plat of the Minor Nonresidential Subdivision of the

Thompson Creek Business Park recorded at Plat Book SM 26 folios 92 A to C, and that the 2.8088 acre Self Storage Lot 2 is not a part of the common elements of the Condominium. By acceptance of this Deed, Grantee acknowledges that the Condominium and its Council of Unit Owners have no interest in the 2.8088 Acre Self Storage Lot 2.

### PARCEL 3

BEING KNOWN AND DESIGNATED as Unit D-2, Building D, Phase D, of "THOMPSON CREEK BUSINESS PARK CONDOMINIUM", A Horizontal Property Regime, as established pursuant to A Declaration of Thompson Creek Business Park, Inc., a Maryland Corporation, dated December 18, 1990, and recorded among the Land Records of Queen Anne's County in Liber MWM 361, folio 942, as amended by Amended Declaration and By-Laws, dated December 26, 1990, and recorded among the Land Records of Queen Anne's County in Liber MWM 362, folio 165, and further amended by Amendment Two, dated September 22, 1993, and recorded among the Land Records of Queen Anne's County in Liber MWM 440, folio 837, Amendment Three, dated April 23, 1997, and recorded among the Land Records of Queen Anne's County in Liber 581, folio 858, Amendment Four, dated March 31, 1998, and recorded among the Land Records of Queen Anne's County in Liber MWM 615, folio 300, Amendment Five, dated November 20, 1998, and recorded among the Land Records of Queen Anne's County in Liber MWM 650, folio 298, and Amendment Six, dated January 28, 2000, and recorded among the Land Records of Queen Anne's County in Liber MWM 718, folio 676: pursuant to Plats entitled "Thompson Creek Business Park Condominium", Phase C, recorded at Plat Book MWM 16, folio 61 A-E; Phase A recorded at Plat Book MWM 17, folio 53 A-D; Phase D, recorded at Plat Book MWM 20, folio 24 A-D, and amended Phase D (Units D-1 thru D-5), recorded at Plat Book 30 folios 49 A-D; Phase B, recorded in Plat Book SM 25, folio 98 A-D; Phase E (Unit E- 6), recorded in Plat Book SM 28, folio 28 A-C, (Unit E-1), recorded at Plat Book MWM 18, folio 18 A-C, (Units E-2, E-3 & E-5), recorded in Plat Book 30, folio 50 A-D; and Phase F (Units F-2, F-3 & F-5), recorded at Plat Book MWM 30 pages 51 A-D; together with an undivided interest in common elements as set forth in said Declaration and By-Laws and subject to all rights, easements, restrictions, covenants, and reservations contained therein and as shown on said plats referred to herein.

The Real Property or its address is commonly known as Unit D-2, Thompson Creek Business Park, 1103 Butterworth Court, Stevensville, Maryland 21666.

Subject, to the following provision:

Amendments Three and Five to the Declaration of the Thompson Creek Business Park Condominium provide that former future expansion Phases G & H & I are part of a separate subdivided Lot 2 known as the "Self Storage Lot", and have never been subjected to the condominium regime under the Thompson Creek Business Park Condominium. This conveyance of a unit in the Thompson Creek Business Park Condominium is subject to Amendments Three and Five, meaning that the Thompson Creek Business Park Condominium comprises 6. 772 acres more or less known as Lot 1 on the Plat of the Minor Nonresidential Subdivision of the Thompson Creek Business Park recorded at Plat Book SM 26 folios 92 A to C, and that the 2.8088 acre Self Storage Lot 2 is not a part of the common elements of the Condominium. By acceptance of this Deed, Grantee acknowledges that the Condominium and its Council of Unit Owners have no interest in the 2.8088 Acre Self Storage Lot 2.

The property and improvements, if any, will be sold in an "AS IS" condition and subject to conditions, restrictions, existing building, zoning, 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 deposit of \$15,000 per condominium (\$45,000 for all) in the form of certified check, cashier's check, or money order, at the time of sale will be required of all purchasers other than the holder of the Deed of Trust or an affiliate. The deposit(s) must be increased to 10% of the purchase price within 2 business days at the office of the auctioneer. The balance of the purchase price is to be paid in immediately available funds, within ten (10) business days after the final ratification of sale by the Circuit Court for Queen Anne's County. If payment of the balance does not take place within ten (10) business days after ratification, 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 note holder or an affiliate, interest shall be paid on the unpaid purchase money at the rate pursuant to the note, or the judgment, whichever is higher, from date of sale to the date funds are received in the office of the Substitute Trustee. In the event the settlement is delayed for any reason and the property is purchased by someone other than the note holder or an affiliate, there shall be no abatement of interest caused by the delay. Real property taxes, water, and sewer shall be prorated to the date of sale and assumed thereafter by the purchaser. Any and all other fees in connection with the property incurred prior to or after the sale including, but not limited to, taxes, ground rent, condominium fees, and/or homeowners association dues, and any and all other public charges and assessments payable on an annual basis, including sanitary and/or metropolitan district charges, to the extent the lien of which is not discharged by the foreclosure, and all documentary stamps, recordation taxes, and transfer taxes, shall be borne by the purchaser.

**Manner of Offering:** Each condominium described above will be offered for sale, individually, with the high bids being reserved. Then the condominiums will be offered for sale as an entirety. The greater of the bids for the condominiums, individually, or the bid for the condominiums in the aggregate, will be accepted. Notwithstanding the aforementioned, the Substitute Trustee reserve the right to determine or change, in their sole discretion, the manner in which the units are offered and sold.

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 Trustee, the secured party, the note holder 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 Trustee 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 property, Substitute Trustee, or the secured party. The conveyance of the property by the Substitute Trustee to the purchaser at settlement shall be by Trustee's 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 Trustee, as seller, 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 has not relied upon nor been induced by any statements or representations of any person, including the Substitute Trustee, the secured party, the note holder, or an affiliate or their respective servicers, heirs, personal and legal representatives, agents, employees, successors and assigns (collectively, "Released Parties"), in respect to the condition of the property, including the environmental condition of 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 Trustee for any liability she 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 Trustee, as agent for First National Bank of Pennsylvania, successor through merger to BankAnnapolis ("FNB"), is 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 FNB 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 herein, "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 Trustee and FNB in connection with such confirmation. Purchaser shall be required to cooperate fully with, and provide any information requested by, the Substitute Trustee and FNB 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 Trustee, the note holder, and the secured party 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.

Mary R. McCliggott, Substitute Trustee