

**ABSOLUTE  
RECEIVER'S AUCTION**  
*To The Highest Bidder Over \$100,000*

**HOWARD PARK**

**2-Story Brick  
Ambassador Theatre**  
*Historic City Landmark*

**11,664± Square Feet Above Grade (GBA)**  
*Sale On Premises*

**4604-06 Liberty Heights Avenue**  
Baltimore, MD 21207

**March 6, 2019  
at 10:30 a.m. on the premises**

Pursuant to the Order Appointing a Receiver to Sell a Vacant Building, et al., of the District Court of Maryland for Baltimore City, passed in the matter of Mayor and City Council of Baltimore acting by and through the Baltimore City Department of Housing and Community Development, Plaintiff v. Larry Gaston Enterprises LLC, et al, Defendants, Case No. 13306-16, the undersigned Receiver, acting in its capacity as a court appointed trustee, will sell at public auction, on the premises:

The fee simple lot of ground and the improvements thereon, situate and lying in Baltimore City, Maryland and being more fully described in the Deed, dated January 4, 2006 and recorded among the Land records of Baltimore City in Liber 7641, Page 711. The improvements therein being known collectively and inclusively as 4604-06 Liberty Heights Avenue.

Zoning is believed to be R-8, residential. According to public tax records, the two-story building was constructed in 1935 and contains 11,664 square feet of gross building area (GBA) above grade. The lot measures approximately 105 feet along Liberty Heights Avenue by approximately 150 feet to the rear alley or approximately 0.36 acres. The building was originally constructed as a movie theatre, designed by Baltimore architect John J. Zink in the Art Deco style. It is a designated Baltimore City Landmark.

**NOTE:** The information contained herein has been obtained from sources deemed reliable and is believed to be accurate. However, no express or implied warranty is made or may be inferred from any such representation. Dimensions, square footage and acreage contained herein are more

or less. Prospective purchasers are encouraged to perform their own due diligence, in advance of the auction, regarding the permitted uses of the property.

**NOTE:** To stabilize the building prior to sale, the City of Baltimore advanced \$508,480 to repaint the historic brick façade, to remove debris and other materials from the interior, and to install a temporary roof to preserve the remaining structure prior to restoration by a new owner. This will appear as a lien on the property. The property will be delivered to a new owner free and clear of all liens as described in the Receivership Order.

**IMPORTANT - THE PROPERTY IS BEING SOLD SUBJECT TO VACANT BUILDING NOTICE(S) ("VBN") BY THE CITY OF BALTIMORE. THE PURCHASER SHALL BE REQUIRED TO REHABILITATE THE PROPERTY ACCORDING TO THE ORDER(S) UNDER THAT VBN AND IN ACCORDANCE WITH THE TREATMENT OF CITY LANDMARK BUILDINGS.**

## **TERMS OF SALE**

A \$20,000 deposit, payable by cashier's check, will be required of the purchaser at time and place of sale. The deposit shall be increased to 10% of the purchase price within 24 hours at the Auctioneer's Office. Balance to be paid in cash at settlement, which shall take place ten (10) days following final ratification of the sale by the District Court of Maryland for Baltimore City at a location designated by the Receiver. Interest on unpaid purchase money charged at the rate of 8% per annum from the date of final ratification of sale to the date of settlement. All recordation taxes, transfer taxes, and other costs incident to the sale and settlement shall be borne by purchaser. Purchaser's adjustments for ground rent, governmental taxes, municipal charges or assessments, shall be as of the date of contract. The Receiver may, in its sole and absolute discretion, extend or adjust the date of settlement as may be required; however, in the event of delay due to purchaser (as determined by Receiver), the purchaser's adjustments shall be as of the contract date originally provided in the contract of sale. The Receiver, in its sole and absolute discretion, may reduce the amount of purchaser's interest or adjustments due to extension of the settlement date. Time is of the essence for purchaser's obligations. If Receiver is unable to deliver good and marketable title, purchaser's sole remedy in law or equity shall be limited to the refund of the deposit. Upon refund of the deposit, this sale shall be null and void and of no effect and the purchaser shall have no further claim against the Receiver or Auctioneers. If purchaser breaches the contract of sale, the Receiver may elect to retain the deposit as liquidated damages.

The property is being sold and purchaser agrees to accept the property "AS IS", "WHERE IS", and "WITH ALL FAULTS," without any representation or warranty whatsoever as to its condition, environmental matters, permit status, construction, faulty construction or damage to improvements, violation of laws, fitness for any particular purpose, development, merchantability, occupancy or any other warranty or matter of any nature whatsoever, express or implied, all whether known or unknown and whether disclosed or undisclosed. The purchaser waives and releases the Receiver, the Auctioneers, and their respective agents, successors and assigns from any and all claims the purchaser and/or its successors and assigns may now have or may have in the future relating to the condition of the property, including but not limited to the environmental

condition thereof. Purchaser shall be responsible for obtaining physical possession of the property and assumes the risk of loss or damage to the property from the date of contract forward.

The property is sold subject to all easements, conditions, restrictions, covenants, ground rents, agreements and other matters of any nature identified in this Advertisement, or appearing in any public records on or before the date of sale or announced at the Public Auction, as well as any matters that an accurate survey or physical inspection of the property might disclose. The ground rent or fee simple title stated for the property is as determined from sources deemed to be reliable, and is believed to be accurate. However, no express or implied warranty is made or may be inferred from any such representation. Any ground rent determined to be on the property, including the redemption thereof, is the sole responsibility of the purchaser, irrespective of whether that ground rent is stated within the advertisement or contract of sale. The property will be conveyed by Receiver's Deed without warranties. The property is sold subject to all matters referenced in the vacant building receivership proceeding pending in the District Court of Maryland for Baltimore City, including, but not limited to exceptions to sale and all housing, building and zoning code violations. .

Due to the nature of the Receivership action and the Order of the District Court of Maryland for Baltimore City, purchaser shall not assign the contract of sale without prior, written permission of the Receiver, which may be withheld in Receiver's sole and absolute discretion.

**ALL BIDDERS MUST APPLY TO PRE-QUALIFY WITH THE CASEY GROUP BY March 1, 2019. Contact Ruth Roberts at [rroberts@caseygrouppltd.com](mailto:rroberts@caseygrouppltd.com) to obtain the Bidder Qualification Form. Bidders who are not pre-qualified SHALL NOT be allowed to participate in this auction; NO EXCEPTIONS.**

The Casey Group, Ltd., Receiver  
**No Buyer's Premium**