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**SUBSTITUTE TRUSTEES' SALE  
VALUABLE COMMERCIAL PROPERTY  
FORMERLY OPERATED AS A RESTAURANT AND BAR  
KNOWN AS "FLAVOR"  
LOCATED AT  
15 E. CENTRE STREET  
BALTIMORE, MD 21202**

(Case No.: 24O21000143 in the Circuit Court for Baltimore City)

Under a power of sale contained in a certain Purchase Money Deed of Trust and Assignment from Centennial Plus, LLC to R. Brad Borchers, Trustee, dated August 17, 2015, and recorded in Liber LGA 17437, Page 187 in the Land Records office of Baltimore City, Maryland ("Deed of Trust"), default having occurred under the terms thereof, the Substitute Trustees will sell at public auction at the Circuit Court for Baltimore City, at the Courthouse for the Circuit Court for Baltimore City, Clarence M. Mitchell Courthouse, Calvert Street Entrance, 100 North Calvert Street, Baltimore, MD 21202, on

**JANUARY 7, 2022 AT 10:00 AM**

All that fee-simple lot, addressed as 15 E. Centre Street, Baltimore, Maryland 21202, and more particularly described as:

15 E. CENTRE STREET, TAX MAP 11, SECTION 11, BLOCK 0552, LOT 005

Being all of that land conveyed by Old Liberty, LLC to Centennial Plus, LLC by deed dated August 17, 2015, recorded among the Land Records of Baltimore City, Maryland at Liber LGA 17437, Page 181.

All that lot of ground situate in Baltimore City, that is to say:

Beginning for the same on the South side of Centre Street at the distance of 142 feet 9 inches Westerly from the South side of Centre Street and the Northwest side of St. Paul Street, and at the middle partition wall between the house now being described and the house adjoining to the East and running thence Westerly on the South side of Centre Street 20 feet 6 and  $\frac{3}{4}$  inches to the middle of an alley about three feet wide between the house erected on this lot and the house adjoining to the West, thence Southerly through said alley with the use, privilege and right of building over said alley as now used, and parallel to Charles Street in all 102 feet 6 inches, more or less, to the lot conveyed to Michael Roche by James McGinn and wife by indenture dated May 23, 1850, and recorded among the Land Records of Baltimore County (now Baltimore City) in Liber A.W.S. No. 435, folio 118, thence for a new line of division Southeasterly 21 feet 2 inches to the end of the seventh line of the parcel of ground described in a deed from Central Savings Bank of Baltimore to Edna M. Hammond dated July 11, 1941 and recorded among the Land Records of Baltimore City in Liber M.L.P. No. 6185, folio 344, and to the corner if the yard wall

there situate, thence Northerly along the West side of said yard wall 52'5" to the middle of the partition wall herein referred to at its Southern end, thence Northerly through the middle of said wall 56 feet 9 inches to the beginning. With the right of drainage now used from the East side of this lot from a point of 70 feet south of Centre Street to the Eastward through the adjoining lot and to the 3 foot alley running into St. Paul Street along the north side of the lot formerly occupied by the Patapsco Engine House. The improvements thereon known as No. 15 E. Centre Street, Baltimore, Maryland 21202

Tax ID No. 11-110552-005.

The property is believed to be improved by a four-story masonry brick attached building, formerly used as a restaurant and bar, with the third floor used as a dance/party area. The site measures approximately 19'x108'x21'x100' and the total site area is 2,173± square feet. The site contains 5,625 ± square feet of gross building area.

The real property, improvements and fixtures, if any, will be sold in an "AS IS" condition and subject to conditions, restrictions, zoning, existing building 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 real property will be sold subject to any violation notices and subject to all conditions, restrictions, covenants, encumbrances, easements, right of ways, agreements and other matters of record affecting the same, if any.

**Terms of Sale:** A deposit of \$30,000 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 must be increased to 10% of the purchase price within 2 business days at the office of the auctioneer in the same form as the original deposit. 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 Baltimore City. 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 entered on the note, whichever is higher, from date of sale to the date funds are received in the office of the Substitute Trustees. 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. The purchaser of the Property shall be responsible for all unpaid taxes, including both real estate and personal property taxes, assessed with respect to the Property, and all amounts due in connection therewith, including without limitation, all arrearages, interest, penalties, and all costs and expenses necessary to redeem the Property from tax sale, if applicable. There shall be no adjustment for taxes assessed with respect to the Property. All water and sewer charges, ground rent, condominium fees and/or homeowners association dues and all other public charges and assessments against the Property payable on an annual basis, including sanitary and/or metropolitan district charges, if any, shall be the responsibility of the purchaser of the Property, and there shall be no adjustment therefor. All applicable recordation, sales, transfer and agricultural land transfer taxes with respect to the Property shall be paid by the purchaser of the Property.

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 Trustees, 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 Trustees 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 Trustees or the secured party. The conveyance of the property by the Substitute Trustees to the purchaser at settlement shall be by Trustees' 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 Memorandum of Purchase between the Substitute Trustee, as seller, and the purchaser (the "Memorandum of Purchase") 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 Memorandum of Purchase, 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 Memorandum of Purchase. 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 Memorandum of Purchase 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, Compensation 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 it 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 PNC Bank, National Association, ("PNC"), 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 PNC is restricted from doing business under any Anti-Terrorism Law (as hereinafter defined) or any other Anti-Money Laundering statute including a person 50% or more owned or controlled in the aggregate by a person that is the subject of sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), (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 other Anti-Money Laundering statute, or (iii) otherwise in violation of any Anti-Terrorism Law or any other Anti-Money Laundering statute. For the purposes herein, "Anti-Terrorism Law" shall mean any laws relating to terrorism, money laundering, foreign corruption or economic sanctions, 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, the International Emergency Economic Powers Act, 50 U.S.C. 1701, et. seq., the Trading with the Enemy Act, 50 U.S.C. App. 1, et. seq., 18 U.S.C. § 2332d, and 18 U.S.C. § 2339B, and any regulations or directives promulgated under these provisions, including the laws administered by OFAC (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 PNC in connection with such confirmation. Purchaser shall be required to cooperate fully with, and provide any information requested by, the Substitute Trustee and PNC 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 Trustees, 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.

William H. Thrush, Jr., Susan J. Klein, Michael Townsend, Substitute Trustees  
PNC Bank, National Association, Secured Creditor

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LICENSE NO. AU00005

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