

HYATT & WEBER, P.A.
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SUBSTITUTE TRUSTEE'S SALE
OF
VALUABLE, FEE-SIMPLE, PROPERTY

Known as
2507 James Street, Baltimore, Maryland 21230-1317 (Tax ID # 25-03-7779-020)
9,100 sq. ft. +/-, Two Story Residence with a Basement, R-6

Under and by virtue of the power of sale contained in a certain Refinance Deed of Trust from Mary D. Morales, dated December 14, 2000, and recorded in Liber 1496, folio 307, among the Land Records of Baltimore City, 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 City, Maryland on:

FRIDAY, APRIL 21, 2023 AT 11:00 A.M.

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

Being known and designated as Lots Nos. 189 and 190 on Plat of Morrell Park in Plat Book JWS No. 1, Pages 284 and 285, said lots having a combined frontage on the south side of James Street of 65 feet with a depth of even width of 140 feet. The improvements thereon being known as 2507 James Street.

BEING the same property described in a Deed dated September 27, 1984 and recorded among the Land Records of Baltimore City in Liber 0318, folio 576 granted and conveyed from Janet E. Engle, Personal Representative of the Estate of Howard N. Goodwin, also known as Howard Nathan Goodwin, deceased, unto Jose Morales and Mary Morales, his wife.

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. The property will also be sold subject to the statutory right of the United States of America Internal Revenue Service to redeem the property for a period of 120 days after the sale.

TERMS OF SALE: A cash deposit or certified check for \$10,000.00 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 City, 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 10.5 % 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. 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. Adjustment of current year's real property taxes are adjusted as of the date of sale, and thereafter assumed by the purchaser. Taxes due for prior years including costs of any tax sale are payable by the purchaser. Purchaser is responsible for any recapture of homestead tax credit. All other public and/or private charges or assessments, to the extent such amounts survive the foreclosure sale, including water/sewer charges, ground rent, whether incurred prior to or after the sale are to be paid 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 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 Stephen LeCompte at 410-260-2041 for more information.

W. David Morse and Benjamin S. Henry, Substitute Trustees.

Atlantic Auctions Logo

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