

**Law Offices of
Gebhardt & Smith LLP
One South Street, Suite 2200
Baltimore, Maryland 21202**

**SUBSTITUTE TRUSTEES' SALE OF A VALUABLE 3- STORY COMMERCIAL
OFFICE BUILDING LOCATED AT 5410 INDIAN HEAD HIGHWAY,
OXON HILL, MARYLAND 20745**

Under and by virtue of the power of sale contained in the Credit Line Deed of Trust, dated May 9, 2014, from Mount Joy Baptist Church of Washington D.C. ("Mt. Joy") to the Trustees named therein for the benefit of SunTrust Bank and recorded among the Land Records of Prince George's County, Maryland in Liber 35995, Folio 147, as amended and restated by an Amended and Restated Credit Line Deed of Trust, dated September 9, 2014, from Mt. Joy to the Trustees named therein for the benefit of SunTrust Bank and recorded among the Land Records of Prince George's County, Maryland in Liber 36408, 001, as further amended and restated by a Second Amended and Restated Credit Line Deed of Trust, dated January 6, 2017, from Mt. Joy to the Trustees named therein for the benefit of SunTrust Bank and recorded among the Land Records of Prince George's County, Maryland at Liber 39125, Folio 294 and as assigned to National Loan Acquisitions Company ("Noteholder") pursuant to the following assignments: (i) an Assignment of Credit Line Deed of Trust, dated October 4, 2018, executed by SunTrust Bank and delivered to the Noteholder and recorded among the Land Records of Prince George's County, Maryland at Liber 41392, Folio 155, (ii) an Assignment of Amended and Restated Credit Line Deed of Trust, dated October 4, 2018, executed by SunTrust Bank and delivered to the Noteholder and recorded among the Land Records of Prince George's County, Maryland at Liber 41392, Folio 157, and (iii) an Assignment of Second Amended and Restated Credit Line Deed of Trust, dated October 4, 2018, executed by SunTrust Bank and delivered to the Noteholder and recorded among the Land Records of Prince George's County, Maryland at Liber 41392, Folio 159. (collectively, the "Deed of Trust"), the Noteholder having subsequently appointed Michael D. Nord and Richard A. DuBose, III as Substitute Trustees (collectively, the "Trustees") in the place of Deborah A. Morgan and Paula Meyerson, by a Deed of Appointment, dated November 27, 2018, and recorded among the aforesaid Land Records, default having occurred under the terms of the Deed of Trust and at the request of the party secured thereby, the Trustees will offer for sale to the highest qualified bidder at a public auction to be held at the Circuit Court for Prince George's County, Maryland located at 14735 Main St., Upper Marlboro, MD, 20772 (Duval Wing entrance, located on Main St.) on:

**TUESDAY, SEPTEMBER 26, 2023
At 11:00 a.m.**

All that tract or parcel of land situate, lying and being in Prince George's County, Maryland, with all improvements thereon, if any, and more particularly described as follows (collectively, the "Property"):

Parcel numbered Ten (10) as shown on a plat entitled as "McDaniel's Subdivision", as per plat there duly recorded among the Land Records of Prince George's County, Maryland, in Plat

Book WWW 51 at Plat No. 10. Being in the Twelfth Election District of said County.

PROPERTY ADDRESS: 5410 Indian Head Highway, Oxon Hill, MD 20745
TAX I.D. NO.: 12-1354836

The Property is believed to be a three-story commercial office building consisting of approximately 22,796 rentable square feet. The Property is believed to be zoned CM (Miscellaneous Commercial) and to include approximately seventy-three on-site parking spots. The Property is believed to have the following identification number: 12-1354836.

TERMS OF SALE: A deposit in the amount of Fifty-Thousand Dollars (\$50,000), payable in cash or certified check, will be required of the purchaser of the Property at the time and place of sale. The successful bidder(s) will be required to increase the deposit to ten percent (10%) of the bid amount by the close of business on the third business day following the date of sale by delivering certified funds to the Trustees. The balance of the purchase price, together with interest thereon at the rate of six percent (6%) per annum from the date of sale to the date of settlement, shall be due from the purchaser in cash or by certified check within thirty (30) days following final ratification of the sale by the Circuit Court for Prince George's County, Maryland. Time is of the essence. If ratification or settlement is delayed for any reason there shall be no abatement of interest. The Trustees reserve the right to extend the time for settlement. Settlement shall be held at the offices of Gebhardt & Smith LLP, One South Street, Suite 2200, Baltimore, Maryland 21202, or such other place as may be agreed to by the Trustees. In the event the Noteholder, or an affiliate or subsidiary thereof, is the successful bidder at the sale, such party will not be required to make a deposit or to pay interest on the unpaid purchase price. At settlement, the purchaser shall provide all additional information and documentation reasonably requested by the Substitute Trustees and/or the Noteholder in order to comply with all applicable anti-money laundering, anti-terrorism or other applicable laws or regulations. The Trustees reserve the right to reject any and all bids and to withdraw the Property from sale for any reason.

All senior liens, real estate taxes, recordation taxes, assessments, water charges and municipal charges owed against the Property which are not extinguished as a matter of law by the foreclosure sale, shall be the sole responsibility of the purchaser and shall be paid for by the purchaser at settlement. The cost of all documentary stamps, recordation taxes, transfer or recordation taxes due as a result of a default under or a foreclosure of the Deed of Trust, document preparation costs, other transfer taxes, title examination costs, purchaser's attorneys' fees and all other costs associated with conveying the Property to the purchaser, shall also be the sole responsibility of the purchaser and shall be paid for by the purchaser at settlement.

The Property is being sold in an "AS IS" condition and without any warranties or representations, either express or implied, as to the nature, condition or description of the Property or the improvements thereon. The Property is also being sold subject to: (a) all existing building and zoning code violations; (b) all critical area and wetland violations; (c) all

environmental problems, conditions and violations which may exist on or with respect to the Property; (d) all senior liens, encumbrances, easements, conditions, restrictions and covenants (if any); (e) all rights of redemption, (f) such state of facts that an accurate survey or physical inspection of the Property might disclose; and (g) all agreements, declarations and restrictions of record affecting the Property, if any.

The purchaser at the foreclosure sale shall assume the risk of loss for the Property immediately after the sale takes place. It shall be the purchaser's responsibility to obtain possession of the Property following final ratification of the sale by the Circuit Court for Prince George's County, Maryland and conveyance of the Property by the Trustees to the purchaser.

In the event the Purchaser fails to go to settlement as required, in addition to any other legal or equitable remedies available to the Trustees, the Trustees may, subject to further order of the court, resell the Property at the Purchaser's sole risk and expense and retain and apply the aforementioned Deposit to any deficiency in the purchase price sustained by the Trustees, all costs and expenses of both sales, reasonable attorneys' fees, and any other damages sustained by the Trustees as a result of the Purchaser's default, including, without limitation, all incidental damages. If the Trustees are unable to convey the Property as described above, the purchaser's sole remedy at law or in equity shall be limited to a refund of the aforementioned Deposit, without interest thereon. Upon refund of the Deposit to the purchaser as aforesaid, the sale shall be void and of no effect, and the purchaser shall have no further claim against the Trustees, the Noteholder or the Auctioneer conducting the sale of the Property. The parties' respective rights and obligations regarding the terms and conduct of the sale shall be governed by the laws of the State of Maryland.

The information contained herein was obtained from sources deemed to be reliable, but it is offered for informational purposes only. The Auctioneer, the Noteholder and the Trustees do not make any representations or warranties with respect to the accuracy of this information.

Michael D. Nord, Substitute Trustee
Richard A. DuBose, Substitute Trustee

For further information, please contact:
Richard A. DuBose, III Substitute Trustee
One South Street, Suite 2200
Baltimore, Maryland 21202
rdubo@gebsmith.com
(410) 385-5039