

Leonard & McCliggott Law Group, LLC
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**TRUSTEE'S SALE
SINGLE FAMILY RESIDENCE**

**LOCATED AT
1955 RUNNING BROOK DRIVE
WESTMINSTER, MD 21158**

Under a Decree for Sale of Premises, dated May 10, 2023, and recorded in the Clerk's office and Land Records office of Carroll County, Maryland ("Decree of Sale") (Case C-06-CV-23-000092), default having occurred under the terms of the underlying loan documents/Judgment, the Trustee will sell at public auction at the Circuit Court for Carroll County, at the Courthouse Door, Historic Courthouse, 200 Willis Street, Westminster, MD 21157,

ON DECEMBER 12, 2023 AT 10:00 AM

BEING KNOWN AND DESIGNATED as Lot No. 3 as shown on a Plat entitled "Plat A, Running Brooke, Section of Allandale", which Plat is recorded among the Land Records of Carroll County in Plat Book No. 31, folio 59.

THE IMPROVEMENTS THEREON being known as 1955 Running Brooke Drive.

BEING the identical parcel of land which, by Deed dated September 22, 2010, and recoded among the Land Records of Carroll County, Maryland, in Liber 6306, folio 277, et seq., was granted and conveyed from Ricky Lee Jones unto RLJ PROPERTIES, LLC, a Limited Liability Company of the State of Maryland, Grantor herein.

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 \$20,000.00 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 Deeds 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 Carroll 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 Judgment 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 Trustee. In the event the settlement is delayed for any reason and the property is purchased by someone other than the note/Judgment 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.

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 Auctioneer, nor the Trustee, nor the secured party, nor the note/Judgment 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 Trustee is 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 the purchaser, the sale shall be void and of no effect, and the purchaser shall have no further claims against the property, the Auctioneer, the Trustee, the secured party, or the note/Judgment holder. The conveyance of the property by the 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 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 Auctioneer, the Trustee, the secured party, the note/Judgment 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, 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 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 Trustee, as agent for JGAR Financial, LLC, 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 JGAR 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 Trustee and JGAR in connection with such confirmation. Purchaser shall be required to cooperate fully with, and provide any information requested by, the Trustee and JGAR 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 Trustee, the secured party, and the note/Judgment holder 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, Trustee