

CIPRIANI & WERNER, P.C.
6411 Ivy Lane
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Greenbelt. MD 20770

SUBSTITUTE TRUSTEE'S SALE OF
VALUABLE FEE SIMPLE AGRICULTURAL PROPERTY

Known As:
2116 Mark Street
Bel Air, MD 21015

Under and by virtue of a decree and/or power of sale contained in a certain Indemnity Deed of Trust from Mark St LLC to Scott T. Weaver or Harry R. Swift, Trustees, dated April 26, 2013 and recorded among the land records of Harford County, Maryland in Liber 10264, folio 066, the holder of the indebtedness secured by said Indemnity Deed of Trust having appointed Paul J. Cohen, Substitute Trustee for the purpose of foreclosure, default having occurred under the terms thereof and at the request of the party secured thereby, the undersigned Substitute Trustee will offer for sale on the front steps of the Circuit Court for Harford County, 20 W. Courtland Street, Bel Air, MD 21014 on

FRIDAY, JANUARY 26, 2024 AT 10:00 A.M.

ALL THAT FEE SIMPLE LOT OF GROUND AND THE IMPROVEMENTS thereon situate and lying in Harford County, MD and more fully described in the aforesaid Indemnity Deed of Trust, a copy of which may be obtained from the Substitute Trustee (the "Property").

The Property contains 4.69 acres of land, more or less, and is believed to be improved by a one story metal building with an attached greenhouse.

TERMS OF SALE: A deposit of \$20,000.00 for the Property in cash, certified funds or any other form suitable to the Substitute Trustee in his sole discretion will be required from the purchaser at time and place of auction sale. Balance due in cash or certified funds within twenty (20) days following final ratification of the sale by the Circuit Court for Harford County. Interest to be paid on the unpaid purchase price at the rate of 10.5% per annum from day of auction sale to date of settlement. Time shall be of the essence with respect to settlement by the purchaser. The Substitute Trustee reserves the right in his sole discretion to reject any and all bids or withdraw the Property from sale at any time before or at the auction sale. The party secured herein, if a bidder, shall not be required to post a deposit or pay interest. In the event the Purchaser fails to go to settlement as required, the deposit shall be forfeited and the Property resold at the risk and expense of the defaulting purchaser. Should the Substitute Trustee be unable to convey title, the purchaser's sole remedy at law or in equity shall be limited to a refund of the deposit and the sale shall be considered null and void and of no effect. Taxes, ground rent, water rent and all other public charges and assessments, payable on an annual basis, including metropolitan district charges, shall be adjusted

to date of auction sale and assumed thereafter by the purchaser. Costs of all documentary stamps, transfer taxes, document preparation, title insurance, survey costs and all other settlement expenses incidental to the conveyance of the Property shall be borne by the purchaser. The Property will be sold in an "AS IS" condition, without any warranties or representation, either express or implied, as to the nature, condition or description of the improvements thereon and subject to all easements, conditions, restrictions, rights of redemption, covenants, encumbrances, such state of facts that an accurate survey or physical of the Property might disclose and agreements of records affecting the same, if any. Purchaser shall be responsible for obtaining physical possession of the Property. In the event the Property is subject to a ground rent, purchaser agrees to the leasehold purchase subject to a ground rent with no adjustment in the purchase price. In addition, the Property will be sold subject to all existing housing, building and zoning code violations, if any, and subject to all environmental problems and violations which may exist on or with respect to the Property, and subject to all matters and restrictions of record affecting the same, if any. The purchaser at the foreclosure sale shall assume the risk of loss for the Property immediately after the auction sale takes place. **The purchaser shall hold harmless and indemnify the Auctioneer, as well the Substitute Trustee and all employees and agents of the foregoing against any and all claims and/or actions arising out of the Auctioneer's participation in the auction sale from date of sale to date of settlement, including, without limitation, expenses, judgments, fines, settlement and other amounts actually and reasonably incurred in connection with any liability, suit, action, loss or damage as a result of Auctioneer's participation in the auction sale.** The information contained herein was obtained from sources deemed to be reliable, but is offered for informational purposes only. The Substitute Trustee, Auctioneer of secured party do make any warranties or representations with respect to the accuracy of this information.

Paul J. Cohen, Substitute Trustee

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The Aegis

January 10, 17, and 24, 2024