

**Rosenberg Martin Greenberg, LLP
25 South Charles Street
21st Floor
Baltimore, MD 21201**

**SUBSTITUTE TRUSTEE'S SALE OF
"DAYS INN BALTIMORE INNER HARBOR"
100 Hopkins Place
Baltimore, Maryland 21201**

Under and by virtue of the power of sale contained in that certain First Lien Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filings dated as of March 4, 2022 executed by 100 Hopkins Place, LLC (the "Borrower") to the trustees named therein recorded among the Land Records of Baltimore City, Maryland in Book 24371, Page 16 (the "Deed of Trust"), the holder of the indebtedness secured by the Deed of Trust (the "Noteholder") having appointed Joshua D. Bradley and Jeffrey S. Greenberg (the "Trustees") as substitute trustees under the Deed of Trust pursuant to a Deed of Appointment of Substitute Trustees, dated April 9, 2024, duly executed, acknowledged, and recorded among the Land Records of Baltimore City at Book 26806, Page 359, default having occurred under the terms of the Deed of Trust and at the request of Noteholder, the Trustees will offer for sale to the highest qualified bidder at a public auction to be held at the door of the Circuit Court for Baltimore City, 100 North Calvert Street, Baltimore, Maryland 21202 on:

TUESDAY, JULY 2, 2024

at 1:00 P.M.

ALL OF THAT real property being situate in Baltimore City, Maryland,
being more particularly described in the Deed of Trust as follows:

Parcel One:

BEGINNING FOR THE SAME AT THE POINT FORMED BY THE INTERSECTION OF THE SOUTH SIDE OF LOMBARD STREET, AS NOW LAID OUT, AND THE WEST SIDE OF THE FORMER BED OF HOPKINS PLACE, 66 FEET WIDE, AS CLOSED IN ACCORDANCE WITH ORDINANCE NO. 679, APPROVED JUNE 14, 1974 BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, AND RUNNING THENCE BINDING ON THE WEST SIDE OF THE FORMER BED OF SAID HOPKINS PLACE:

1. SOUTH 02 DEGREES 52 MINUTES 47 SECONDS EAST 218.00 FEET; THENCE FOR A NEW LINE OF DIVISION THROUGH THE PROPERTY NOW OR FORMERLY OWNED BY MAYOR AND CITY COUNCIL OF BALTIMORE,
2. SOUTH 87 DEGREES 07 MINUTES 13 SECONDS WEST 111.00 FEET TO INTERSECT A LINE DRAWN PARALLEL WITH AND DISTANT 111.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES FROM THE WEST SIDE OF THE FORMER BED OF SAID HOPKINS PLACE, THENCE BINDING ON SAID LINE SO DRAWN AND FOR A NEW LINE OF DIVISION THROUGH SAID PROPERTY,
3. NORTH 02 DEGREES 52 MINUTES 47 SECONDS WEST 219.99 FEET TO INTERSECT THE SOUTH SIDE OF LOMBARD STREET AND THENCE BINDING ON THE SOUTH SIDE OF LOMBARD STREET,
4. NORTH 88 DEGREES 08 MINUTES 50 SECONDS EAST 111.02 FEET TO THE PLACE OF BEGINNING.

CONTAINING 24,306 SQUARE FEET OR 0.558 ACRES OF UND, MORE OR HESS.

ALL COURSES AND DISTANCES IN THE ABOVE DESCRIPTION ARE REFERRED TO THE TRUE MERIDIAN AS ADOPTED BY THE BALTIMORE SURVEY CONTROL SYSTEM.

BEING PART OF LOT OF GROUND WHICH BY DEED DATED DECEMBER 2, 1982 AND RECORDED AMONG THE LAND RECORDS OF BALTIMORE CITY IN LIBER C.W.M. JR. 4260 FOLIO 165 WAS GRANTED AND CONVEYED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE TO DAYS INNS OF AMERICA INC.

Parcel Two:

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS, AS SET FORTH IN A DEED OF EASEMENT AND AGREEMENT DATED DECEMBER 28, 1983 MADE BY AND BETWEEN THE MAYOR AND CITY COUNCIL OF BALTIMORE AND DAYS INNS OF AMERICA, INC., AS RECORDED AMONG THE LAND RECORDS OF BALTIMORE CITY, MARYLAND IN LIBER SEB 160, FOLIO 529.

Parcel Three:

TOGETHER WITH THE EASEMENTS, INCLUDING THE NON-EXCLUSIVE "EASEMENT FOR INGRESS AND EGRESS" AS SET FORTH IN A DECLARATION OF EASEMENTS AND COVENANTS DATED MARCH 29, 1984 MADE BY AND BETWEEN CC&F PRATT STREET ASSOCIATES, DAYS INNS OF AMERICA, INC., ONE HUNDRED HOPKINS PLACE LTD. AND THE MAYOR AND CITY COUNCIL OF BALTIMORE, AS RECORDED AMONG THE LAND RECORDS OF BALTIMORE CITY, MARYLAND IN LIBER SEB 204, FOLIO 380.

Parcel Four:

TOGETHER WITH THE EASEMENTS AND BENEFITS PERTAINING TO REAL PROPERTY AS SET FORTH IN A DISPOSITION AGREEMENT DATED JULY 26, 1982, MADE BY AND BETWEEN DAYS INNS OF AMERICA, INC., THE MAYOR AND CITY COUNCIL OF BALTIMORE, AND THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT. SAID DISPOSITION AGREEMENT IS ATTACHED TO AND MADE A PART OF A DEED RECORDED AMONG THE LAND RECORDS OF BALTIMORE CITY, MARYLAND IN LIBER C.W.M. JR. 4260, FOLIO 165, BEGINNING AT FOLIO 169. SAID DEED ALSO INCLUDES A FIRST AMENDMENT AND ASSIGNMENT OF DISPOSITION AGREEMENT, BEGINNING AT FOLIO 243. SAID DISPOSITION AGREEMENT IS FURTHER AMENDED BY A SECOND AMENDMENT TO DISPOSITION AGREEMENT DATED NOVEMBER 23, 1983 AND RECORDED AMONG THE LAND RECORDS OF BALTIMORE CITY, MARYLAND IN LIBER SEB 160, FOLIO 521.

and generally known as:

Days Inn Baltimore Inner Harbor
100 Hopkins Place, Baltimore, Maryland 21201

(collectively or individually, the "Property").

The Property is believed to be improved by a nine-story hotel with 249 guest rooms and 3 meeting rooms currently operating as the Days Inn Baltimore Inner Harbor Hotel.

TERMS OF SALE: The Property will be offered for sale only as an entirety. A deposit in the amount of \$200,000.00 payable in cash, certified check or other form acceptable to the Trustees will be required of the purchaser of the Property at the time and place of the auction. The successful bidder shall pay to the Trustees such additional amount needed, if any, to increase the deposit to ten percent (10%) of the amount of the bid within two business days after the auction. The purchaser shall pay interest on the unpaid balance of its purchase price at the rate of fifteen percent (15%) per annum from the date of the auction to and including the date of settlement. The balance of the purchase price shall be due in cash or by certified check on the date of settlement. The Noteholder shall be allowed to credit bid the indebtedness owed and secured by the Deed of Trust, and in the event the Noteholder, or an affiliate thereof, is the successful bidder at the sale, such party or its assignee will not be required to make a deposit or pay interest on the unpaid balance of the purchase price.

Taxes, water rent and all other municipal charges and liens owed against the Property shall be the responsibility of the purchaser and shall be paid by the purchaser at settlement. In addition, all other charges, expenses and liens owed against the Property and not extinguished by foreclosure of the Deed of Trust including, but not limited to, all public charges and assessments owed against the Property and payable on an annual basis, such as condominium fees, sanitary and/or metropolitan district charges, if any, shall also be the responsibility of the purchaser and shall be paid by the purchaser at settlement. The cost of all applicable documentary stamps, recordation taxes, document preparation and transfer taxes is to be paid by the purchaser. The Trustees reserve the right to reject any and all bids and to extend the time for settlement for any reason. All senior liens, real estate taxes, recordation taxes, assessments, ground rents, water charges, condominium fees, 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. In the event taxes or other municipal charges owing on or with respect to the Property have been prepaid they shall be adjusted at settlement between the Trustees and the purchaser to the date of the foreclosure sale. In addition, all other charges, expenses and liens owed against the Property not extinguished as a matter of law by the foreclosure sale including, but not limited to, all condominium fees, HOA fees, and expenses and public charges and assessments owed against the Property and payable on a periodic basis (if any) shall also be the responsibility of the purchaser. Moreover, the Property will be 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 improvement thereon including, without limitation, any discrepancy(ies) between the actual physical dimensions and the legal descriptions of the Property. The Property will also be sold subject to: (a) all existing housing, 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; and (d) all matters and restrictions of record affecting the Property.

The purchaser at the foreclosure sale shall assume the risk of loss for the above-referenced Property immediately after the sale takes place. It shall be the purchaser's responsibility to obtain possession of the Property following ratification of the sale by the Circuit Court for Baltimore City, Maryland. The Property will be sold subject to all of the following that are not extinguished as a matter of law by the foreclosure sale: easements, conditions, liens, restrictions, rights of redemption, covenants, encumbrances, ground rents, ground leases, such state of facts that an accurate survey or physical inspection of the Property might disclose, and agreements of record. The purchaser shall pay all state and local transfer taxes, recordation taxes and fees, title examination costs, attorneys' fees, conveyance fees and all other incidental settlement costs.

The purchaser shall settle and comply with the sale terms within twenty (20) days following the final ratification of sale by the Circuit Court for Baltimore City, Maryland, unless said period is extended by the Trustees in the Trustees' sole and absolute discretion. Time is of the essence. Unless the Trustees otherwise agree, settlement shall be held at the offices of Rosenberg Martin Greenberg, LLP, 25 South Charles Street, 21st Floor, Baltimore, Maryland 21201. In the event the purchaser fails to go to settlement as required, in addition to any other legal or equitable remedies available, the Trustees may, without further order of the court, declare the aforementioned deposit forfeited and resell the Property at the purchaser's sole 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 parties' respective rights and obligations regarding the terms of sale and the conduct of the sale shall be governed by and interpreted according to the laws of the State of Maryland. 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 the refund of the aforementioned deposit, without interest thereon. Upon refund of the deposit to the purchaser, the sale shall be void and of no effect, and the purchaser shall have no further claim against the Trustees or the Noteholder. The information contained herein was obtained from sources deemed to be

reliable but 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.

The Noteholder will conduct a public auction of the furniture, equipment, inventory, and other personal property, including any liquor license, owned by the Borrower or 100 Hopkins Place Entertainment, LLC and used in the operation of the Property pursuant to Article 9 of the Uniform Commercial Code immediately following the conclusion of the auction of the Property. For terms of the auction of personal property, see notices of even date in the *Daily Record*.

Joshua D. Bradley,
Jeffrey S. Greenberg,
Substitute Trustees

For further information, contact:

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