

Bregman, Berbert, Schwartz & Gilday, LLC  
7315 Wisconsin Avenue, Suite 800 West  
Bethesda, MD 20814  
301-656-2707

**SUBSTITUTE TRUSTEES' SALE  
TWO-STORY DETACHED HOME  
KNOWN AS  
5316 GWYNN OAK AVENUE  
BALTIMORE, MD 21207**

(Case No. 24-O-24-000394 in the Circuit Court for Baltimore City)

Under a power of sale contained in a certain Deed of Trust, Assignment of Rents and Security Agreement (the "Deed of Trust") dated April 29, 2004 and recorded on April 29, 2004, in Liber 5360 at Folio 065 among the Land Records of Baltimore City, Maryland, default having occurred under the terms thereof, the holder of the indebtedness secured by the Deed of Trust (the "Noteholder") having appointed Douglas M. Bregman and/or Kevin B. McParland Substitute Trustees by an instrument duly executed, acknowledged and recorded among the Land Records of Baltimore City, MD, the Substitute Trustees will sell at public auction

**AT THE CLARENCE MITCHELL COURTHOUSE  
100 N. CALVERT STREET, BALTIMORE, MD 21202,  
ON OCTOBER 23, 2024, AT 11:00 A.M.**

ALL THAT FEE-SIMPLE LAND AND THE IMPROVEMENTS THEREON situated in Baltimore City, MD and more particularly described as follows:

BEGINNING FOR THE SAME at the end of the 15<sup>th</sup> or North 10 degrees 10 minutes West 321 feet line of the whole tract of land described in Deed from Nicholas M. Smith, *et al.*, to the Washington and Baltimore Land Company, which place of beginning is at the intersection of the line of the middle of North Rogers Avenue (formerly Oxford Avenue) and the line of the middle of Gwynn Oak Avenue and running thence North 84 degrees 18 minutes East along the line of the middle of Gwynn Oak Avenue 80.2 feet, more or less, to the southwest corner of Lot No. 19 of Section M on the plat of "Howard Park" hereinafter referred to; and thence North 10 degrees 10 minutes West 183.71 feet to the northwest corner of Lot No. 19 of Section M aforesaid; thence South 77 degrees 42 minutes West 80 feet, more or less, to the line of the middle of North Rogers Avenue; thence South 10 degrees 10 minutes East along the line of the middle of North Rogers Avenue 178 feet, more or less, to the place of beginning. Being Lot No. 20, Section M on the "Plat of Howard Park" which Plat is recorded among the Land Records of Baltimore County in Plat Book JWS No. 1, folio 312. The improvements thereon consist of a dwelling being known as No. 5316 Gwynn Oak Avenue.

Tax Account #28-03-8328-008.

The property will be sold without representation or warranty of any kind whatsoever, subject to all conditions, restrictions and agreements of record, or otherwise affecting same, if any.

Terms of Sale: A deposit of \$10,000.00 ("Deposit") in the form of certified check or cashier's check, at the time of sale will be required of all purchasers other than the Noteholder. The deposit must be increased to 10% of the purchase price within 2 business days after the sale and delivered to the office of the Auctioneer in the same form as the initial deposit. The

Substitute Trustees may, as a condition of the auction, require all potential bidders to show their Deposit to the Substitute Trustees before the bidding begins. Balance of the purchase price is to be paid in cash or certified funds within ten (10) business days of the final ratification of sale by the Circuit Court for Baltimore City. If payment of the balance does not take place within ten (10) business days of ratification, the Deposit may be forfeited and the property 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 and shall be liable for the payment of any difference in purchase price, all costs and expenses of both sales and attorneys' fees. Interest to be paid on unpaid purchase money at the rate of 6% from date of sale to the date funds are received in the office of the Substitute Trustees, in the event the property is purchased by someone other than the Noteholder. In the event the settlement is delayed for any reason and the property is purchased by someone other than the Noteholder, there shall be no abatement of interest caused by the delay. Taxes, water rent, ground rent, condominium fees, and/or homeowners association dues, if applicable, to be adjusted to the date of sale and assumed thereafter by the purchaser. All other public charges and assessments payable on an annual basis, including sanitary and/or metropolitan district charges to be adjusted for the current year to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps and transfer taxes, title examination, document preparation and title insurance shall be borne by the purchaser.

Additional announcements as to terms of the sale and other matters related to the sale may be made at the time of sale.

The property will be sold in an "AS IS" condition and without any recourse, representations or warranties, either express or implied. Neither the Substitute Trustees, the secured party nor any other party makes any warranty or representation of any kind or nature regarding the property, including without limitation, 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 Substitute Trustees are unable to convey the property as described above, with good and marketable title, 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 purchaser, the sale shall be void and of no effect, and the purchaser shall have no further claims against the Substitute Trustees or the secured party. The conveyance of the property by the Substitute Trustees to the purchaser at settlement shall be by Substitute Trustees' 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.

Note: The information contained herein was obtained from sources deemed to be reliable but is offered for information purposes only. The Auctioneer, the Substitute Trustees, and the secured party 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 investigation.

Douglas M. Bregman and/or Kevin B. McParland, Substitute Trustees

ATLANTIC AUCTIONS, INC.  
(410) 803-4177 LIC. NO. 100002132

-----  
DAILY RECORD Oct. 4, 11 and 18, 2024