

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

**SUBSTITUTE TRUSTEES' SALE OF A VALUABLE COMMERCIAL PROPERTY  
LOCATED AT 959 NATIONAL HIGHWAY, LAVALE, MARYLAND 21502**

Under and by virtue of the power of sale contained in that certain *Purchase Money Deed of Trust, Security Agreement and Assignment of Leases and Rents*, dated August 8, 2018, executed and delivered by Garrett Anesthesia & Pain Management, P.A. and Rosario B. Gonzaga, M.D. P.A. (collectively, the “**Grantor**”) to the trustees named therein and recorded among the Land Records of Allegany County, Maryland (“**Land Records**”) at Liber 2405, Folio 136, as modified by an Amendment to Deeds of Trust, dated February 15, 2024, executed by the Grantor and recorded among the Land Records at Liber 2947, Folio 476 (collectively, the “**Deed of Trust**”), the holder of the indebtedness secured by said Deed of Trust (the “**Noteholder**”), having subsequently appointed Michael C. Bolesta and Richard A. DuBose, III as Substitute Trustees in the place and stead of the original trustees under the Deed of Trust by instrument duly executed, acknowledged and recorded among the aforementioned Land Records, a default having occurred under the terms of said Deed of Trust and at the request of the parties secured thereby, the undersigned Substitute Trustees (collectively, the “**Trustees**”) will offer for sale at a public auction to be conducted at the Courthouse for the Circuit Court for Allegany County, Maryland located at 30 Washington Street, Court House Door, Cumberland, Maryland 21502 on:

**WEDNESDAY, JULY 16, 2025  
at 11:30 a.m.**

ALL THOSE lots or parcels of land situate and lying in Allegany County, Maryland (collectively, the “**Property**”) and being further described as follows:

ALL that lot, piece or parcel of ground lying along the State Road (formerly National Turnpike) in LaVale, Allegany County, Maryland, part of what was formerly the Everstine Farm, the lot hereby conveyed being described as follows, to wit:

Said lot being a portion of what was known as the "Everstine Farm", and lying North of and bounding on the North margin of the National Pike, (now State Road), and being situate about five miles West of Cumberland, in Allegany County, Maryland, beginning for the lot here, by conveyed at the Southwest corner of the mouth of a lane entering the National Pike on the North margin thereof, said lane running back Northerly to the house of Frank DeVore (now the Weires property), and running from said described beginning the lot hereby conveyed is bounded by the following courses and

distances; first, North 49 1/4 degrees West 400 feet bounding on the Western side of said lane; thence South 43 1/4 degrees West 100 feet to a stake in the field; thence South 49 1/4 degrees East 400 feet to the Northern margin of said Pike, and thence with said margin North 43 1/4 degrees East 100 feet to the beginning.

IT BEING the same property that was conveyed unto the Grantor by even date herewith and intended to be recorded immediately prior to the recordation hereof.

Tax ID No. 29-018979

The improvements more commonly known as 959 National Highway, Lavale, MD 21502

The Property is believed to be located at 959 National Highway, LaVale, Maryland 21502 and is believed to consist of approximately 5,200 +/- square feet of rentable area situated on an approximately 25,992 +/- square foot lot. It is believed but not verified that the Property may be occupied by one or more commercial tenants. The Property has approximately 100 +/- feet of frontage along National Highway. The Property has the following Tax Identification No.: 29-018979.

**TERMS OF SALE:** A deposit of Twenty-Five Thousand Dollars (\$25,000.00) for the Property, payable in cash, certified check or other form acceptable to the Trustees, will be required of the purchaser(s) at the time and place of sale. The successful bidder (“**Purchaser**”) will be required to increase the deposit to ten percent (10%) of the bid amount within five (5) calendar days of the date of sale by delivering certified funds to the Trustees in an amount sufficient to bring the total deposit to ten percent (10%) of the bid amount (collectively, the “**Deposit**”). The balance of the purchase price shall be due at settlement in cash or by certified check together with interest on the unpaid balance of the purchase price at the rate of seven percent (7%) per annum from the date of sale to and including the date of settlement, which settlement shall occur within thirty (30) days following the final ratification of sale by the Circuit Court for Allegany County, Maryland, unless said period is extended by the Trustees for good cause shown. Time is of the essence. If ratification or settlement is delayed for any reason, there shall be no abatement of interest. In the event the beneficiary under the Deed of Trust, or an affiliate 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 money.

All real estate taxes, assessments, water charges, and other fees relating to the Property and municipal charges owed against the Property which are not extinguished as a matter of law by the foreclosure sale are the responsibility of the Purchaser and shall be paid by the Purchaser at settlement. The cost of all documentary stamps, recordation taxes, transfer taxes, title examination costs, other transfer taxes, and all other costs associated with conveying the Property to the Purchaser shall be the sole responsibility of the Purchaser and shall be paid for by the Purchaser at settlement. At settlement, the Purchaser shall provide all additional information and documentation reasonably requested by the 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 extend the time for settlement, at their discretion.

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

wetland violations; (d) all environmental problems, conditions, encroachments and other violations which may exist on or with respect to the Property; (e) all senior liens, encumbrances, easements, conditions, restrictions, agreements, declarations and covenants which are not extinguished as a matter of law; (f) any rights of redemption; (g) such state of facts that an accurate survey or physical inspection of the Property might disclose; (h) all agreements and restrictions of record affecting the Property, if any; and (i) any commercial leases related to the Property. The Purchaser is responsible for conducting all of its own due diligence regarding the Property. 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 Allegany 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 or fails to deliver the entire Deposit to the Trustees as required herein, in addition to any other legal or equitable remedies available to the Trustees, the Purchaser shall forfeit the entire Deposit and 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 Deposit to any deficiency in the purchase price sustained by the Trustees and/or the Noteholder, all costs and expenses of both sales, reasonable attorneys' fees, and any other damages sustained by the Trustees and/or the Noteholder as a result of the Purchaser's default, including, without limitation, all incidental damages. In the event a resale of the Property results in a sale in excess of the amount originally bid by the defaulting Purchaser, the defaulting Purchaser waives any and all claims, rights and interest to any such excess amount and shall not be entitled to any distribution whatsoever from the sale proceeds. If the Trustees are unable to convey the Property to the Purchaser as described above for any reason, the Purchaser's sole remedy at law or in equity shall be limited to a refund of the 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, the Noteholder or the Auctioneer conducting the foreclosure sale. 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.

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.

Richard A. DuBose and Michael C. Bolesta  
Substitute Trustees

For further information, contact:

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