

TYDINGS & ROSENBERG LLP
One East Pratt Street, Suite 901, Baltimore, Maryland 21202
(410) 752-9700

**TRUSTEE'S SALE OF THAT CERTAIN UNIMPROVED
REAL PROPERTY KNOWN AS:**

1501 SOUTH HIGHLAND AVENUE, BALTIMORE, MD 21224
(THE "PROPERTY")

Under the power of sale contained in that certain Indemnity Deed of Trust and Security Agreement dated December 11, 2009 (as the same may be modified, amended, restated, and/or supplemented, the "IDOT"), from Building No. 2, LLC ("the "Grantor") to Cecil Bank, as beneficiary under the IDOT; and recorded among the Land Records of Baltimore City, Maryland at Liber 12262, Folio 368 on December 15, 2009; default having occurred under the terms of said IDOT and at the request of the Leroy Merritt 1999 Family Trust ("Lender"); the current beneficiary secured by the IDOT (*Richard L. Costella, et al. vs. Building No. 2, LLC*, Baltimore City Circuit Court, Civil Case No.: C-24-CV-25-001044), the undersigned Trustees, or either of them, will offer the Property for sale at Public Auction on:

FRIDAY, JULY 11, 2025 at 1:00 P.M.

SALE TO BE HELD AT THE PROPERTY AT:

1501 SOUTH HIGHLAND AVENUE
BALTIMORE, MD 21224

PROPERTY DESCRIPTION (the "Property"):

All that of real property more specifically described in the IDOT and commonly known as:

BEING KNOWN AND DESIGNATED as all of Lot No. 4, containing 0.605 acres, more or less, as shown on the subdivision plat entitled "Subdivision Plat, Property of Exxon Corporation," recorded among the Land Records of Baltimore City, Maryland in Plat Pocket Folder S.E.B. No. 3224.

BEING THE SAME property which, by Deed dated April 21, 2005 and recorded among the Land Records of Baltimore City, Maryland in Book FMC No. 6463, page 625, was granted and conveyed by Canton Crossing, LLC and Hale Canton, LLC unto Building No. 2, L.L.C.

The improvements thereon being known as 1501 S. Highland Avenue, Baltimore, Maryland.

Tax Account No. 26-02-6514-001

IMPROVEMENTS:

The subject Property is believed to be unimproved.

TERMS OF SALE:

This advertisement, as amended by any oral announcements during the conduct of the sale, constitutes the Trustees' entire terms upon which the Property shall be offered for sale, sold or purchased. The Trustees reserve the right to withdraw the Property or release it from the IDOT, in whole or in part, at any time before sale. If the Trustees determine that a final bid is not commensurate with the value of the Property, they may reject the bid and withdraw the Property from sale. If any dispute arises among the bidders, the Trustees shall have the sole and final discretion either to determine the successful bidder or to reoffer and resell the Property. **A cash deposit or certified check made payable to the Trustees in the amount of \$75,000 will be required of the purchaser at the time and place of sale.** The purchaser is required to increase its deposit to 10% of the bid price within three (3) business days of the sale. All cash deposits or certified checks shall be delivered to the Trustees c/o Tydings & Rosenberg LLP, One East Pratt Street, Baltimore, Maryland 21202. All deposits shall be held by the Trustees in a non-interest bearing escrow account to be applied to the purchase price at the time of settlement. The Lender, or its nominee, if the successful bidder, shall not be required to post a deposit. The balance of the purchase price, together with interest at the rate set forth in the applicable deed of trust and/or promissory note from date of sale to the date funds are received in the office of the Substitute Trustees, must be paid on the date of settlement.

All taxes (except outstanding real property taxes, which shall be the sole responsibility of the purchaser) and assessments, including, but not limited to, rents, ground rents, public charges, sewer charges, water rents, assessments, utilities or similar items, if any, payable on an annual or any other basis shall be adjusted as of the date of the foreclosure sale and thereafter assumed and paid by the purchaser at settlement. The purchaser shall pay all expenses and costs required for or incident to its settlement, including, without limitation, all state and local transfer taxes, documentary taxes, agricultural transfer taxes, recording taxes and fees, title examination costs, title insurance premiums, and attorneys' fees.

The purchaser shall settle and comply with the sale terms within ten (10) days after the Circuit Court for Baltimore City, Maryland finally ratifies the sale, unless said period is extended by the Trustees, their successors or assigns, for good cause shown. **TIME IS OF THE ESSENCE.** If the purchaser defaults, in addition to any other legal or equitable remedies available to them, the Trustees may declare the entire deposit forfeited and resell the Property at the risk and cost of the defaulting purchaser. The purchaser shall not be entitled to any surplus proceeds or profit resulting from any resale of all or any portion of the Property.

Neither the Trustees, the Auctioneer, nor the Lender are liable for any matter relating to the sale or to the Property, except that if title to the Property cannot be transferred in accordance with the terms hereof for any reason, such liability is limited solely to the return of the purchaser's deposit. There shall be no other rights or remedies against the Trustees, the Auctioneer and/or the Lender, either in law or equity.

CONDITIONS OF SALE:

Each Property will be sold in an "AS IS/WHERE IS" condition without any representations or express or implied warranties of any nature whatsoever. In particular, neither the Trustees

nor the Lender make any representation or warranty with respect to: (1) the existence, validity, scope, or nature of any zoning, land use, development, site plans, occupancy or other governmental permits or approvals with respect to the Property; (2) fitness for any particular purpose or use, including the structural integrity of any improvements on the Property; (3) flood zone designations of the Property; (4) compliance of the Property with any zoning or building laws, regulations and ordinances; (5) ingress, egress or access to the Property or any portion thereof; (6) the rights of any parties in possession, or the existence, validity, terms or conditions of any lease of all or any portion of the Property; (7) the existence of any security deposits or rental payments; (8) compliance of the Property with the Americans with Disabilities Act; or (9) the condition of the Property, of any nature whatsoever, including any prior or current environmental contamination or the presence or absence of any hazardous materials on or in the Property.

Neither the Trustees nor the Lender shall have any obligation to obtain possession of the Property. It shall be the purchaser's obligation, at the purchaser's sole cost, to obtain possession of the Property.

RISK OF LOSS SHALL PASS TO THE PURCHASER IMMEDIATELY AND AUTOMATICALLY AT THE TIME OF SALE. NEITHER THE TRUSTEES NOR THE LENDER SHALL HAVE ANY OBLIGATION TO OBTAIN OR MAINTAIN ANY INSURANCE COVERAGE WITH RESPECT TO THE PROPERTY AFTER THE SALE.

The Property shall be sold subject to: (1) any easements, restrictions, declarations, site plans, and restrictive covenants of record affecting the same that are senior in priority to the IDOT being foreclosed; (2) any and all disclosures and conditions on any plats of record affecting all or any portion of the Property; (3) any encroachments, overlaps, boundary line disputes and other matters which could be disclosed by an accurate survey of the Property; (4) any matters which would be disclosed by a physical inspection of the Property; (5) any environmental conditions, problems and/or violations, that may exist on or relate to the Property or any improvements thereon; (6) any and all zoning laws, regulations, PUD overlays, and ordinances or governmental permits or approvals affecting the Property (including without limitation any housing or building code violations, the existence of any lead paint, asbestos or radon or any other hazardous or toxic substances); (7) any and all existing senior liens and encumbrances, including but not limited to any prior mortgages, easements, conditions, restrictions, rights of redemption, and covenants that may affect the Property; and (8) any leases that may exist with respect to all or any portion of the Property.

WAIVERS:

The purchaser waives and releases the Trustees and the Lender and each of their respective agents, successors and assigns from any and all claims the purchaser and/or its successors and assigns may now have or may have in the future relating to: (1) any condition, problem or violation affecting the Property; (2) any existing or future building or zoning code problems or violations, and (3) the accuracy or validity of any information described herein. 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 the purchaser has made.

For further information regarding the sale and the Property, please contact the offices or visit the website of the Auctioneer:

Atlantic Auctions, Inc.; c/o Bill Hudson
4805 Philadelphia Rd, Belcamp, MD 21017

Phone: (410) 803-4177

WEBSITE: <https://www.bscamerica.com/atlantic-auctions>

Richard L. Costella, Trustee