

**Law Offices of
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**SUBSTITUTE TRUSTEES' SALE OF A VALUABLE COMMERCIAL PROPERTY
LOCATED AT 957 NATIONAL HIGHWAY, LAVALE, MARYLAND 21502 AND A
NON-CONTIGUOUS PARKING LOT LOCATED AT 5 ELEANOR STREET, LAVALE,
MARYLAND 21502**

Under and by virtue of the power of sale contained in that certain *Deed of Trust, Security Agreement and Assignment of Leases and Rents*, dated September 10, 2015, executed and delivered by Garrett Anesthesia & Pain Management, P.A. ("GAPM") to the trustees named therein and recorded among the Land Records of Allegany County, Maryland ("**Land Records**") at Liber 2163, Folio 203, as modified by an Amendment to Deeds of Trust, dated February 15, 2024, executed by the GAPM and Rosario B. Gonzaga, M.D., P.A. 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:

**THURSDAY, OCTOBER 30, 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:

PARCEL NO. 1:

ALL those two adjacent pieces or parcels of land situated, lying and being along the Northerly side of the National Turnpike in the LaVale Section of Allegany County, Maryland, in Election District No. 29, which are known as Lots Nos. 1 and 2 in what is known as "Richards Addition to LaVale," the plat and courses and distances of which are filed in Liber 128, folio 39, etc., among the Land Records of Allegany County, and which two lots are particularly described separately as follows:

Lot No. 1: BEGINNING at the Southeast corner of the Richards Addition to LaVale, being at the end of the third line of the whole lot conveyed to W. Carl Richards by David A. Robb, Trustee, by a deed dated October 31, 1916 and recorded in Liber 119, folio 503 of the Land Records of Allegany County, Maryland and running North 47 degrees 35 minutes West 191 feet; thence South 44 degrees 30 minutes East 46 feet, thence South 47 degrees 35 minutes East 191 feet; thence along the National Pike, North 44 degrees 30 minutes East 46 feet to the point of Beginning.

Lot No. 2: BEGINNING at a point South 47 degrees 35 minutes East 210 feet from the planted stone at the Northwest corner of Richards Addition to LaVale and running South 47 degrees 35 minutes East 191 feet; thence along the North side of the National Pike, North 44 degrees 30 minutes East 54 feet; thence North 47 degrees 35 minutes West 191 feet; thence South 44 degrees 30 minutes West

54 feet to the point of Beginning.

Tax ID No. 29-007047

The improvements more commonly known as 957 National Highway, LaVale, MD 21502

PARCEL NO. 2:

Parcel 1: ALL that piece or parcel of ground situated on the northerly side of U.S. Route 40, Election District 29, LaVale, Allegany County, Maryland and being more particularly described as follows (Subdivision Plat Meridian from LaVale Boulevard Court Addition) and horizontal measurements being used throughout):

BEGINNING for the same at a concrete monument set 260.68 feet along the first line of the whole tract of which this is a part, and running thence with a portion of said first line, North 48 degrees 27 minutes 00 seconds West 125.00 feet to a concrete monument on the southerly side of Atlantic Avenue, and running thence with said Avenue and 25 feet from the centerline thereof; South 43 degrees 28 minutes 00 seconds West 99.96 feet to a concrete monument set on the third line of the aforementioned whole tract, thence leaving Atlantic Avenue and running with a portion of said third line; South 48 degrees 27 minutes 00 seconds East 125.00 feet to a concrete monument set; and running thence with a new division line through the said whole tract, North 43 degrees 28 minutes 00 seconds East 99.96 feet to the place of Beginning, containing 12,488 square feet, all of which is shown on the accompanying plat, attached hereto and intended to be made a part hereof. TOGETHER with and subject to any restrictions, reservations, covenants, rights of way, etc., as of record and as shown on the aforementioned plat.

Parcel 2: ALL that piece or parcel of ground lying and being between at the intersection of LaVale Court and Atlantic Avenue in the LaVale Boulevard Court Addition, Allegany County, Maryland, being a portion of the Southwesterly $\frac{1}{2}$ of that portion of Atlantic Avenue running between LaVale Court and Eleanor Street, which portion was closed by Order of the County Commissioners of Allegany County by Order dated September 27, 2007, which said portion of the Southwesterly $\frac{1}{2}$ is more particularly described as follows, to-wit:

Beginning for the same at the midpoint of Atlantic Avenue, where the same intersects with Eleanor Street, said point of beginning also being South 45 degrees 57 minutes 00 seconds East 15 feet from an iron bar at the intersection of the Southerly side of Eleanor Street and the Westerly side of Atlantic Avenue, thence, with the center line of Atlantic Avenue, South 43 degrees 28 minutes 14 seconds West 89.74 feet to a point in the center of said Atlantic Avenue; thence, South 48 degrees 27 minutes 00 seconds East 9.66 feet to a concrete monument set at the end of the second line of a deed from Lenny's Automatic Car Wash, Inc., to Rosario B. Gonzaga, M.D., P.A., dated June 6, 2000 and recorded among the Land Records of Allegany County, Maryland in Deed Book 682, page 859; thence, reversing said second line, North 44 degrees 03 minutes 00 seconds East 89.31 feet to the southeasterly intersection of Atlantic Avenue and Eleanor Street; thence, with said Eleanor Street, North 45 degrees 57 minutes 00 seconds West 1056 feet to the place of beginning. Subject, however, to an easement and right of way reserved by the Grantor for the installation and maintenance of water, sewage and storm drainage facilities on or beneath the bed of the former Atlantic Avenue.

Tax ID No. 29-047456

The improvements more commonly known as 5 Eleanor Street, LaVale, MD 21502

The Property is believed to be located at 957 National Highway, LaVale, Maryland 21502 and 5 Eleanor Street, LaVale, Maryland 21502. 957 National Highway is believed to be a two (2) story medical office building consisting of approximately 13,248 +/- square feet of rentable area

situated on an approximately .75 acre +/- lot. It is believed but not verified that 957 National Highway is owner occupied. 5 Eleanor Street is non-contiguous parcel and is believed to be a gravel parking lot located approximately 200+/- feet from the entrance to 957 National Highway. 957 National Highway has a Tax Identification Number of: 29-007047. 5 Eleanor Street has a Tax Identification Number of: 29-047456. The parcels will be sold as an entirety.

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. 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.

This foreclosure sale is a sale of real estate only. The Noteholder, Trustees and Auctioneer are not selling any personal property located in the Property. In addition, it is believed that the current owner occupant operates a pain management clinic at the Property. It is also believed that there may be medical and patient records and narcotics and other medications located on the Property. To be clear, the Noteholder, Trustees and the Auctioneer are not conveying any medical or patient records or narcotics or other medications as part of this foreclosure sale. It will be the responsibility of the Purchaser to: (i) safeguard, store, remove or otherwise dispose of any medical and patient records, if any, at the Property in accordance with Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, 110 Stat. 1936 (1996), *et. seq.*, or any other applicable federal or state laws and regulations, and (ii) to safeguard, store, remove or otherwise dispose of any medications or narcotics, if any, at the Property in accordance with applicable state and federal laws and regulations. The Noteholder, Trustees and Auctioneer further disclaim any responsibility for medical and patient records or any narcotics or other medications at the Property. The Purchaser hereby agrees to indemnify and hold the Noteholder, Trustees and Auctioneer harmless from any and all claims arising out of storage and/or removal of any medical and patient records or any narcotics or other medications at the Property.

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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