

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

**SUBSTITUTE TRUSTEES' SALE OF 62.825 ACRES +/- OF REAL PROPERTY
LOCATED AT 17079 HARBAUGH VALLEY ROAD, SABILLASVILLE, MD 21780
(FREDERICK COUNTY)**

Under the power of sale contained in that certain Deed of Trust executed by Pritchard Common and delivered to Horizon Farm Credit, ACA; f/k/a MidAtlantic Farm Credit, ACA (the "Lender"); on February 21, 2007 and recorded among the Land Records of Frederick County at Liber 6471, Folio 516 (the "Deed of Trust"); default having occurred under the terms of said Deed of Trust and at the request of the Lender secured thereby (*See Costella, et al., v. Common, et al.*, Civil Case No.: C-10-CV-25-000388) the undersigned Substitute Trustee will offer the following property for sale at Public Auction on:

APRIL 10, 2026 at 11:00 A.M.

SALE TO BE HELD AT:

**CIRCUIT COURT FOR FREDERICK COUNTY, MARYLAND
100 W. PATRICK STREET, FREDERICK, MD 21701**

PROPERTY DESCRIPTION (the "Property"):

TAX ID NO.: 10-267595

All that piece or parcel of 62.825 acres +/- acres of real property known as **17079 Harbaugh Valley Road, Sabillasville, MD 21780** and as more specifically described in the aforesaid Deed of Trust (the "Property").

CONDITIONS OF SALE:

The 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 Substitute 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 (including without limitation the applicability of the Maryland Agricultural Transfer Tax); (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 environmental contamination.

Neither the Substitute Trustee 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 SUBSTITUTE TRUSTEES NOR THE LENDER SHALL HAVE ANY OBLIGATION TO OBTAIN OR MAINTAIN ANY INSURANCE COVERAGE WITH RESPECT TO THE PROPERTY.

The Property shall be sold subject to: (1) any easements, restrictions, declarations, site plans, and restrictive covenants of record affecting the same; (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 Substitute 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.

IMPROVEMENTS:

The Property is believed to be 62.825 acres +/- of real property containing a log home, outbuildings, an inground pool, and an additional tenant house.

TERMS OF SALE:

This advertisement, as amended by any oral announcements during the conduct of the sale, constitutes the Substitute Trustees' entire terms upon which the Property shall be offered for sale, sold or purchased. The Substitute Trustees reserve the right to withdraw the Property or release it from the Deed of Trust, in whole or in part, at any time before sale. If the Substitute Trustees determine that the 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 Substitute 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 Substitute Trustees in the amount of **\$50,000** 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 Substitute Trustees c/o Tydings & Rosenberg LLP, One East Pratt Street, Suite 901, Baltimore, Maryland 21202. All deposits shall be held by the Substitute 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 such purchase price, together with interest at the rate set forth in the Deed of Trust and/or applicable note 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 note holder.

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 Frederick County, Maryland finally ratifies the sale, unless said period is extended by the Substitute 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 Substitute 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 Substitute 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 Substitute Trustees, the Auctioneer and/or the Lender, either in law or equity.

NOTE: The material contained herein describing the Property has been obtained from sources believed to be reliable; however, no express or implied warranty is made as to the accuracy of any description. All dimensions or areas referred to herein are approximate.

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

4692 Millennium Drive, Suite 101

Belcamp, MD 21017

Phone: (410) 803-4177

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

Richard L. Costella, Trustee