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

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

11529 LONGRIDGE LANE, WHALEYVILLE, MARYLAND 21872 (THE "PROPERTY")

Under the power of sale contained in that certain Deed of Trust [Purchase Money], dated January 21, 2022 (as the same may be modified, amended, restated, and/or supplemented, the "DOT"), from Bhailal B. Patel (the "Grantor") to MidAtlantic Farm Credit, ACA; as predecessor in interest to Horizon Farm Credit, ACA and as the beneficiary under the DOT (the "Lender"); and recorded among the Land Records of Worcester County, Maryland at Liber 8299, folio 496 on January 28, 2022; default having occurred under the terms of said DOT and at the request of the Lender a foreclosure action having been initiated and styled as *Richard L. Costella, et al. v. Bhailal B. Patel*, Worcester County Circuit Court, Civil Case No.: C-23-CV-26-000099, the undersigned Trustees, or either of them, will offer the Property for sale at Public Auction on:

OCTOBER 1, 2026 AT 11:00 A.M.

SALE TO BE HELD AT:

THE CIRCUIT COURT FOR WORCESTER COUNTY, MARYLAND
ONE WEST MARKET STREET, SNOW HILL, MARYLAND 21863

PROPERTY DESCRIPTION: All of those lots or parcels of real property more specifically described in the DOT and commonly known as: **11529 Longridge Lane, Whaleyville, Maryland 21872; Tax ID: 03-001121; 03-001113**

IMPROVEMENTS:
The subject Property is believed to be improved with a one-story dwelling that consists of approximately 864 square feet of above-grade living area.

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 DOT, 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 $35,000 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, Suite 901, 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 Worcester County, 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.

<u>CONDITIONS OF SALE</u>:
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, including but not limited to a recapture of the 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 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 DOT 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
4692 Millennium Drive, Suite 101
Belcamp, MD 21017
Phone: (410) 803-4177
WEBSITE: https://www.bscamerica.com/atlantic-auctions

Richard L. Costella, Trustee

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