

Friedman, Framme & Thrush, P.A.  
10461 Mill Run Circle, Suite 550  
Owings Mills, MD 21117  
410-559-9000

**SUBSTITUTE TRUSTEES' SALE**  
**SINGLE FAMILY HOME LOCATED AT LOT NO. 34, PLAT OF CAPE ARTHUR**  
**COMMONLY KNOWN AS**  
**7 BEACH ROAD**  
**SEVERNA PARK, MARYLAND 21146**

Under a power of sale contained in a certain Indemnity Deed of Trust from George P. Maloney and India K. Sutherland, dated May 30, 1994 and recorded in Book 7921, Page 222 among the Land Records of Anne Arundel County, MD (Case No. C-00504-18-000164) default having occurred under the terms thereof, the Substitute Trustees will sell at public auction:

**AT THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY,**  
**8 CHURCH CIRCLE, ANNAPOLIS, MARYLAND 21401 ON**  
**WEDNESDAY, MARCH 18, 2020 AT 10:30 AM**

ALL THAT PEESSIMPLE LOT OF GROUND AND THE IMPROVEMENTS THEREON situated in Anne Arundel County, MD, and described as follows:

ALL THAT PARCEL OF LAND, BEGINNING AT THE COMMON CORNER OF LOTS NO. 38, 34, AND 41 AS SHOWN ON THE PLAT OF CAPE ARTHUR WHICH IS RECORDED AMONG THE PLAT RECORDS OF ANNE ARUNDEL COUNTY IN PLAT BOOK NO. 22, PAGE 11; SAID LOT NO. BEING LOCATED NORTH 46 DEGREES 53 MINUTES EAST 374.95 FEET FROM THE NORTH-EAST SIDE OF LYONS ROAD, SAID POINT BEING ALSO LOCATED NORTH 34 DEGREES 30 MINUTES 28 SECONDS WEST 127 FEET FROM THE NORTHWEST SIDE OF BEACH ROAD; THENCE FROM THE PLACE OF BEGINNING SO E 1/4 RAIL AND RUNNING FOR NEW DIVISION LINES ACROSS SAID LOT NO. 41, NORTH 27 DEGREES 45 MINUTES 36 SECONDS WEST 28.75 FEET, THENCE NORTH 01 DEGREES 43 MINUTES 24 SECONDS EAST 68.85 FEET TO THE COMMON CORNER OF LOTS NO. 41, 38, AND 34 AS SHOWN ON THE AFORESAID UNED PLAT, THENCE RUNNING WITH THE DIVISION LINE BETWEEN SAID LOT NO. 41 AND LOT NO. 34, AS SHOWN ON THE SAID PLAT, SOUTH 04 DEGREES 24 MINUTES 36 SECONDS EAST 89.57 FEET TO THE PLACE OF BEGINNING.

BEING THE SAME PROPERTY WHICH BY DEED DATED DECEMBER 22, 1994 AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND IN BOOK 7415, PAGE 121 WAS GRANTED AND CONVEYED BY DONALD W. ANGELL UNTO INDIA KATHERINE SUTHERLAND AND GEORGE PATRICK MALONEY.

BEING THE SAME PROPERTY WHICH BY DEED DATED MAY 30, 1994 AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND IN BOOK 7416, PAGE 121 WAS GRANTED AND CONVEYED BY DONALD W. ANGELL UNTO INDIA KATHERINE SUTHERLAND AND GEORGE PATRICK MALONEY.

AN Account: C-166-14272202

Herein described property being known and designated as 7 Beach Road, Severna Park, Maryland 21146.

The property is believed to be improved by a ranch-style, single-family home.

The property and improvements, if any, will be sold in an "AS IS" condition and subject to conditions, restrictions, existing building, zoning, and/or environmental violations, agreements of record affecting the same, if any, and with no warranty either expressed or implied as to the restoration of the condition of the property or improvements.

The property will be sold subject to any violation notices and subject to all conditions, restrictions, covenants, and encumbrances, easements, right of ways, agreements and other matters of record affecting the same, if any. The property is being sold subject to the Purchase Money First Mortgage dated December 22, 1994 from India Katherine Sutherland and George Patrick Maloney to James B. Sutherland and Grace G. Sutherland recorded in the Land Records of Anne Arundel County at Book 6686, Page 434.

Terms of Sale: A deposit of \$38,000 in the form of certified check, cashier's check or money order, at the time of sale will be required of all purchasers other than the holder of the Indemnity Deed of Trust or an affiliate. The deposit must be increased to 10% of the purchase price within 2 business days at the office of the auctioneer. The balance of the purchase price is to be paid in immediately available funds, within ten (10) business days after the final satisfaction of sale by the Circuit Court for Anne Arundel County. If payment of the balance does not take place within ten (10) business days after satisfaction, the deposit will be forfeited and the property will be resold at the risk and expense of the defaulting purchaser. The defaulting purchaser shall not be entitled to any surplus proceeds or profits resulting from any resale of the property. In the event the property is purchased by someone other than the note holder or an affiliate, interest shall be paid on the unpaid purchase money at the rate pursuant to the note from date of sale to the date funds are received in the office of the Substitute Trustees. In the event the settlement is delayed for any reason and the property is purchased by someone other than the note holder or an affiliate, there shall be no abatement of interest caused by the delay. Any and all fees in connection with the property incurred prior to or after the sale, including, but not limited to, taxes, water, sewer, ground rent, condominium fees, and/or homeowners association dues and assessments, and any and all other public charges and assessments payable on an annual basis, including sanitary and/or metropolitan district charges, and all documentary stamps, recording taxes and transfer taxes shall be borne by the purchaser. The property is being sold subject to the Purchase Money First Mortgage of James B. Sutherland and Grace G. Sutherland as described above.

The property will be sold in an "AS IS" condition and without any recourse, representations or warranties, either express or implied, as to its nature, condition or description. Neither the Substitute Trustees, the second party, the note holder nor any other party makes any warranty or representation of any kind or nature regarding the physical condition of the description of, or title to the property. The purchaser at the foreclosure sale shall assume the risk of loss for the property immediately after the sale.

If the Substitute Trustees are unable to convey the property as described above, by reason of any defect in the title or otherwise, the purchaser's sole remedy at law or in equity shall be limited to the refund of the aforementioned deposit. Upon refund of the deposit to purchaser, the sale shall be void and of no effect, and the purchaser shall have no further claims against the property, substitute trustees or the second party. The conveyance of the property by the Substitute Trustees to the purchaser at settlement shall be by Trustees' Deed without covenant or warranty.

The purchaser is responsible for, and the property is sold subject to, any environmental matter or condition, whether latent or observable, if any, that may exist at or affect or relate to the property and to any governmental requirements affecting the same.

The contract of sale between the Substitute Trustees, as sellers, and the purchaser (the "Contract of Sale") shall include, by reference, all the terms and conditions contained herein, specifically including, but not limited to, the following provisions: "Purchaser agrees and represents that the purchaser is purchasing the property subject to all matters known and unknown, in "AS IS, WHERE IS" condition. In executing and delivering the Contract of Sale, purchaser has not relied upon nor been induced by any statements or representations of any person, including the Substitute Trustees, the second party, the note holder or an affiliate or their respective services, heirs, personal and legal representatives, agents, employees, successors and assigns (collectively, "Released Parties"), in respect to the condition of the property, including the environmental condition of the property, unless such representations or statements are specifically set forth in the Contract of Sale. 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 purchaser has made. Purchaser waives and releases the Released Parties from any and all claims the purchaser or its successors and assigns may have now or in the future may have relating to the condition of the property. Purchaser acknowledges and agrees that this provision was a negotiated part of the Contract of Sale and serves as an essential component of consideration for the same. The parties specifically acknowledge and agree that this clause bars all claims by purchaser against Released Parties, in any form from the condition of or releases from the property pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and all other actions pursuant to federal, state or local laws, ordinances or regulations for any environmental condition of or releases from the property. Further, purchaser agrees to indemnify Substitute Trustees for any liability they may have to any third party for an environmental condition of the property. Notwithstanding the parties' intent that this clause bars all such claims, should a court of competent jurisdiction deem otherwise, purchaser agrees that the presence of this clause should serve as the overwhelming, primary factor in any equitable apportionment of response costs under applicable federal, state or local laws, ordinances, or regulations."

As a part of any sale, the Substitute Trustees, as agents for PNC Bank, National Association (successor to The Annapolis Banking & Trust Company) is required, by law, to confirm that each prospective purchaser or financing source and each equity holder of such such entity is not or shall not be: (i) a person with whom PNC Bank, National Association is restricted from doing business under any Anti-terrorism Law (as hereinafter defined) or Anti-Money Laundering Statutes, (ii) engaged in any business involved in making or receiving any contribution of funds, goods or services to or for the benefit of such a person or in any transaction that evades or avoids, or has the purpose of evading or avoiding, the prohibitions set forth in any Anti-terrorism Law or any Anti-Money Laundering Statutes, or (iii) otherwise in violation of any Anti-terrorism Law or Anti-Money Laundering Statutes. For the purposes herein, "Anti-terrorism Law" shall mean any laws relating to terrorism or money laundering, including Executive Order No. 13224, effective September 24, 2001, the United Kingdom and Strengthening America by Providing Appropriate Tools Required to Intercept and Disrupt Terrorism Act of 2001, Public Law 107-96, the laws concerning or implementing the Bank Secrecy Act, the Foreign Corrupt Practices Act, as jointly enforced by the United States Justice Department and the Securities and Exchange Commission, and the laws administered by the United States Treasury Department's Office of Foreign Assets Control (as one of the foregoing orders or laws may from time to time be amended, renewed, extended, or replaced). Any third party conducting any such sale shall be required to cooperate fully with the Substitute Trustees and PNC Bank, National Association in connection with such confirmation. Purchaser shall be required to cooperate fully with, and provide any information requested by, the Substitute Trustees and PNC Bank, National Association in connection with such confirmation.

Note: The information contained herein was obtained from sources deemed to be reliable, but is offered for information purposes only. The Auctioneer, the Substitute Trustees, the note holder and the second party do not make any representations or warranties with respect to the accuracy of the information contained herein. Prospective purchasers are urged to make their own inspection.

William H. Thrush, Jr., Susan J. Klein, Substitute Trustees

**AUCTIONEER**  
**ATLANTIC AUCTIONS, INC.**



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