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**SUBSTITUTE TRUSTEES SALE OF
A VALUABLE PROPERTY ON .94 ACRES OF LAND
MORE OR LESS**

**LOCATED AT
8928 OLD PRINCESS ANNE ROAD,
WESTOVER, MD 21871**

(Case No.: C-19-CV-18-000039 in the Circuit Court for Somerset County)

Pursuant to the power of sale contained in a Deed of Trust from Lower Eastern Shore Lodge No. 2432, Loyal Order of Moose, Inc., dated April 18, 2002 and recorded in Liber 0522, folio 0793 among the Land Records of Somerset County, MD, default having occurred thereunder, the undersigned appointed Substitute Trustees will sell at public auction on the premises at 8928 Old Princess Anne Road, Westover, MD 21871, on

SEPTEMBER 20, 2019 AT 1:00PM

ALL THAT FEE-SIMPLE LOT OF GROUND AND THE IMPROVEMENTS THEREON, if any, situated in Somerset County, MD and more fully described as follows:

**8928 Old Princess Anne Road
Westover, MD 21871
Tax ID: 13-002975**

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 description 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, encumbrances, right of ways, agreements and other matters of record affecting the same, if any.

Terms of Sale: A deposit of \$5,000 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 Deed of Trust or an affiliate. The balance of the purchase price is to be paid in immediately available funds, within ten (10) business days after the final ratification of sale by the Circuit Court for Somerset County. If payment of the balance does not take place within ten (10) business days after ratification, 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 Deed of Trust holder or an affiliate, interest shall be paid on the unpaid purchase money at the rate of the Deed of Trust, or the judgment entered on the Deed of Trust, whichever is higher, 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 Deed of Trust holder or an affiliate, there shall be no abatement of interest caused by the delay. Adjustment of all real property taxes, including agricultural taxes, if applicable, and any and all public and/or private charges or assessments, to the extent such amounts survive foreclosure sale, including

water/sewer charges, to be adjusted to date of sale and thereafter assumed by purchaser. Purchaser is responsible for any recapture of homestead tax credit. All transfer taxes and recordation taxes shall be paid by Purchaser.

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 secured party, the Deed of Trust 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 secured 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 Memorandum of Purchase between the Substitute Trustees, as sellers, and the purchaser (the "Memorandum of Purchase") 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 Memorandum of Purchase, purchaser has not relied upon nor been induced by any statements or representations of any person, including the Substitute Trustees, the secured party, the Deed of Trust holder or an affiliate or their respective servicers, 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 Memorandum of Purchase. 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 Memorandum of Purchase 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, arising 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 Peninsula Bank ("PNC"), are required, by law, to confirm that each prospective purchaser or refinancing source and each equity holder of each such entity is not or shall not be: (i) a person with whom PNC 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 Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56, the laws comprising 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 any 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 in connection with such confirmation. Purchaser shall be required to cooperate fully with, and provide any information requested by, the Substitute Trustees and PNC in connection with such confirmation.

Any prospective bidder at the auction sale must pre-register at www.bscaamerica.com, download, and complete a pre-registration bidder statement to pass Anti-Terrorism Law or Anti-Money Laundering Law screening prior to the auction. The only bidders who will be allowed to bid on the property are ones who have pre-registered through the auctioneer. There are no exceptions. All pre-registrations to bid must be submitted to the auctioneer by close of business on September 16, 2019 and the auctioneer will submit the pre-registrations to the Substitute Trustees for processing on the same day as receipt.

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 Deed of Trust holder and the secured 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.

Property is being sold subject to a 120-day IRS right of redemption

Daniel A. Staeven, William H. Thrush, Jr., Substitute Trustees