

**Law Offices of
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Baltimore, Maryland 21202**

**SUBSTITUTE TRUSTEES' SALE OF VALUABLE
RETAIL / WAREHOUSE BUILDING KNOWN AS THE "HOTLICKS BUILDING"
LOCATED IN CHARLES COUNTY, MARYLAND AND GENERALLY KNOWN AS
3250 OLD WASHINGTON ROAD, WALDORF, MARYLAND 20602**

Under and by virtue of the power of sale contained in that certain Deed of Trust, dated August 13, 2012, securing the original principal amount of \$3,000,000.00, executed and delivered by Bloomfield Properties, LLC to the trustees named therein and recorded among the Land Records of Charles County, Maryland (the "**Land Records**") at Liber 7893, Folio 453; as the same was assigned pursuant to and as more particularly described in that certain Assignment of Deed of Trust, dated March 30, 2020, and recorded among the aforesaid Land Records in Liber S.L.H. No. 11074, folio 417; as the same was re-recorded in the aforementioned Land Records (the "**Deed of Trust**"), the holder of the indebtedness secured by said Deed of Trust (the "**Noteholder**"), having subsequently appointed Michael D. Nord and Michael C. Bolesta as Substitute Trustees in the place and stead of the current trustees under the Deed of Trust by instrument duly executed, acknowledged and recorded among the aforementioned Land Records in Liber 11175, Folio 426, 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 public auction at the premises, located at 3250 Old Washington Road, Waldorf, Maryland 20602, on:

**September 15, 2020
at 11:00 a.m.**

ALL THOSE lots or parcels of land situate and lying in Charles County, Maryland (collectively, the "**Property**") and being further described as follows:

3250 Old Washington Road (assessed as 3.25 AC+/-)
Charles County Tax ID Number 06-044581

AND

Parking Lot (assessed as 2.203 AC+/-)
Charles County Tax ID Number 06-044573

PARCEL 1:

BEGINNING for the same at an iron pipe driven in the ground on the southeast side of the State Road leading from La Plata to Waldorf 25 feet from the center line thereof, said iron pipe being on the southwest side of roadway leading to the Rowe property and adjoining the Robey lot; running thence with the southwest side of said roadway South 40 degrees 38 minutes East 287.20 feet to an iron pipe there fixed; thence leaving said roadway and running South 44 degrees 51

minutes West 136.69 feet to an iron pipe there fixed; thence North 41 degrees 54 minutes West 287.74 feet to an iron pipe also fixed on the southeast side of the above mentioned State Road; thence with said road and binding thereon North 45 degrees 14 minutes East 143.0 feet to the point of beginning, containing ninety-two one-hundredths (0.92) acres, more or less.

PARCEL 2:

BEGINNING for the same at a point marking the most westerly corner of Parcel 2 being described and said beginning point being coincidental with ending point of the second course and distance of Parcel 1 and the beginning point of the second course and distance of Parcel 3, both as described by a metes and bound survey in the current deed R.A.D. III 4786-604; thence leaving said Parcel 3 and running the property line being coincidental with said Parcel 1 second course and distance but in the reverse direction, with a clockwise bearing rotation factor of $00^{\circ} 58' 22''$ to the record deed bearing:

N $45^{\circ} 49' 22''$ E 136.69 feet to a point on the line being described and said point being coincidental with the beginning point of the second course and distance of the said Parcel 1; thence leaving said Parcel 1 and crossing the southeast end of a roadway leading to the Rowe lot as referenced in the said Parcel 1 description,

N $45^{\circ} 49' 22''$ E 14.46 feet to a point marking the most northerly corner of the parcel being described and said property corner being coincidental with the northeast corner at the end of said roadway, and said point being fixed on and is coincidental with the southeast line of the property now or formerly (N/F) titled to Suburban Propane Limited Partnership (Liber 6519, Folio 705, Plat Book 38 Folio 242); thence running with said property line coincidental with said parcel being described and Suburban Propane property line bearing as shown on said recorded plat but in the reverse direction,

S $39^{\circ} 12' 48''$ E 189.10 feet to an iron rod found fixed marking the most southerly corner of the said Suburban property and the westerly corner of the property N/F titled to WRD Joint Venture (Liber 1225, Folio 639, Plat Book 37, Folio 15) and said iron rod found being coincidental as to the property lines and corners of all properties mentioned; thence running the property line with said WRD Joint Venture property line in the reverse direction with a clockwise bearing rotation factor of $00^{\circ} 08' 18''$ to the record plat bearing but coincidental with said parcel being described,

S $44^{\circ} 15' 50''$ E 101.13 feet to a rod set at the intersection point of the most westerly corner of the parcel being described, the most southerly corner of said WRD Joint Venture property and being fixed on the northeast property line of the Consolidated Rail Corporation (Liber 712, Folio 251) a 66 wide strip of land and said rod set being 33 feet from the centerline of the track, said rod set being coincidental to the property lines and corners as mentioned; thence running with the coincidental property line of said parcel being described and said railroad property,

S $45^{\circ} 51' 22''$ W 155.10 feet to a point fixed on said Consolidated Rail Corporation property line and said point marks the end of the second course and distance of the aforementioned Parcel 3, furthermore said point being coincidental to the property lines and corners as mentioned; thence

leaving said railroad property and running a coincidental property line with said parcel being described and said Parcel 3 but in the reverse direction with a clockwise bearing rotation factor of 00° 58' 22" to the record deed bearing,

N 40° 11' 38" W 290.14 feet to the point of beginning, and containing 0.9983 of an acre of land more or less.

PARCEL 3:

BEGINNING for the same at an iron pipe found fixed in the ground on the southeast side of Route 925 leading through the Village of Waldorf to White Plains (25 feet from the center line thereof), said pipe marking a corner of the property of the Grantee heretofore acquired; running thence with said property South 41 degrees 54 minutes East 287.74 feet; thence South 41 degrees 10 minutes East 290.14 feet to a point in the roots of a Gum Tree – 33 feet from the center line of the Pennsylvania Railroad; thence with said railroad South 44 degrees 55 minutes West 100.0 feet to a pipe; thence leaving said railroad and running North 41 degrees 32 minutes West 578.07 feet to a pipe also fixed on the southeast side of said Route 925; thence with Route 925 and binding thereon North 45 degrees 02 minutes East 100.0 feet to the point of beginning, containing 1.337 acres, more or less.

PARCEL 4:

BEGINNING for the same at an iron pipe found fixed in the ground on the southeast side of Maryland Route 925, 25 feet from the center line thereof, said pipe marking a corner of the land owned by Robert Neave; thence with Route 925 and binding thereon, North 44 degrees 52 minutes 40 seconds East 166.5 feet to a pipe; thence leaving Route 925 and running with the Scott Wholesale Co. property South 41 degrees 32 minutes East 578.07 feet to a pipe fixed 33 feet from the center line of the Penn-Central Railroad; thence with said railroad South 44 degrees 57 minutes 55 seconds West 166.16 feet to a pipe a corner of the above mentioned Neave lot; thence leaving said railroad and running with the Neave lot North 41 degrees 33 minutes 56 seconds West 577.79 feet to the point of beginning, containing 2.203 acres, more or less.

BEING the same property contained in that certain Deed by and between Saturn Universal LLC and Bloomfield Properties, LLC dated June 15, 2004 and recorded among the Land Records of Charles County, Maryland in Liber R.A.D. III No. 4786, folio 604.

The Property is located on Old Washington Road, just South of Leonardtown Road and located next door to Food Lion Shopping Center. The property sits on an approximate 5.45 +/- acre lot and features approximately 38,000 sq. ft. +/- of retail opportunity. The Property is divided into 3 spaces: approximately 10,000 sq. ft. of warehouse space with a large yard for trucks or equipment; approximately 7,200 restaurant/lounge space; and approximately 15,000 sq. ft. of retail space (formerly "Hotlicks Guitar Shop" and currently built-out as a church/sanctuary). The Property is believed to be zoned WC, which is believed to have a designation of Waldorf Central Zone.

TERMS OF SALE: A deposit of Seventy Five Thousand Dollars (\$75,000.00) 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 will be required to increase the deposit to ten percent (10%) of the bid amount within five (5) business 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. 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 twenty (20) days following the final ratification of sale by the Circuit Court for Charles 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, pay a buyer's premium or to pay interest on the unpaid purchase money. All real estate taxes, assessments, water charges, condominium 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 critical area and wetland violations; (c) all environmental problems, conditions, encroachments and other violations which may exist on or with respect to the Property; (d) all senior liens, encumbrances, easements, conditions, restrictions, agreements, declarations and covenants which are not extinguished as a matter of law by the foreclosure sale; (e) any rights of redemption; (f) such state of facts that an accurate survey or physical inspection of the Property might disclose; and (g) 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 Charles County, Maryland and conveyance of the Property by the Trustees to the purchaser.

In the event the purchaser fails to go to settlement as required, in addition to any other legal or equitable remedies available to the Trustees, 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 aforementioned 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. 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.

If the Trustees are unable to convey the Property as described above, the purchaser's sole remedy at law or in equity shall be limited to the refund of the aforementioned 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.

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.

Michael D. Nord and Michael C. Bolesta,
Substitute Trustees

For further information, contact:

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