

TYDINGS & ROSENBERG LLP
One East Pratt Street, Baltimore, Maryland 21202
(410) 752-9753

**SUBSTITUTE TRUSTEES' SALE OF
IMPROVED RESIDENTIAL/FARM REAL PROPERTY**

**8103 HOLLOW ROAD
MIDDLETOWN, MD 21769**

Under the power of sale contained in that certain Deed of Trust dated June 13, 2008, from George B. Schaeffer and recorded among the Land Records of Frederick County, Maryland at Liber 7019, folio 188 (the "Deed of Trust"); default having occurred under the terms of said Deed of Trust and at the request of the Lender secured thereby (Civil Case No.: C-10-CV-20-000444), the undersigned Substitute Trustees, or either of them, will offer the following property for sale at Public Auction at the Circuit Court for Frederick County, at the Courthouse Door, 100 W. Patrick Street, Frederick, MD 21701, on:

FRIDAY, FEBRUARY 12, 2021 AT 1:00 P.M.

PROPERTY DESCRIPTION (the "Property"):

All that lot or parcel of land situate, lying and being along Hollow Road in Middletown Election District, Frederick County, State of Maryland, and being more particularly described in the aforesaid Deed of Trust, being 24.5 acres more or less and commonly known as 8103 Hollow Rd Middletown, MD 21769. TAX ID: 03-128202

The Property is believed to be improved by a single-family dwelling that consists of 3,469 ± square feet of gross living area. It is believed to be have approximately twelve (12) rooms, including five (5) bedrooms and two (2) bathrooms. It is further believed that the Property contains a 30' X 40" two-car detached garage.

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.

TERMS OF SALE: A deposit of **\$50,000** in the form of certified check, money order, or cash at the time of sale will be required of all purchasers other than the holder of the Deed of Trust; and shall be delivered to the Substitute Trustees c/o Tydings & Rosenberg LLP, One East Pratt Street, Baltimore, Maryland 21202. The purchaser is required to increase its deposit to **10%** of the bid price within three (3) business days of the sale. Balance of the purchase price is to be paid in cash within ten (10) business days of the final ratification of sale by the Circuit Court. If payment of the balance does not take place within ten (10) business days of ratification, the deposit will be forfeited and the property will be resold at the risk and expense of the defaulting purchaser. **TIME IS OF THE ESSENCE.** The defaulting purchaser shall not be entitled to any surplus proceeds or profits resulting from any resale of the property. Interest

to be paid on unpaid purchase money at the rate pursuant to the Deed of Trust 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. In the event the settlement is delayed for any reason and the property is purchased by someone other than the note holder, there shall be no abatement of interest caused by the delay. Taxes, water rent, ground rent, condominium fees, and/or homeowners association dues, if applicable, to be adjusted to the date of sale and thereafter assumed and paid by the purchaser at settlement. All other public charges and assessments payable on an annual basis, including sanitary and/or metropolitan district charges to be adjusted for the current year to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps and transfer taxes shall be borne by the purchaser. Purchaser waives personal service of any paper filed with the Court in connection with any such motion and any Show Cause Order issued by the Court and expressly agrees to accept service of any such paper or Order by certified mail and/or regular mail sent to the address provided by the purchaser and as recorded on the documents executed by the purchaser at the time of the sale.

If the Substitute Trustees are unable to convey good and marketable title, the purchaser's sole remedy in law or equity shall be limited to the refund of the deposit. Upon refund of the deposit, the sale shall be void and of no effect, and the purchaser shall have no further claim against the Substitute Trustees. The purchaser at the foreclosure sale shall assume the risk of loss for the property immediately after the sale.

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 (including without limitation the applicability of the Maryland Agricultural Transfer Tax), development, site plans, occupancy or other governmental permits or approvals with respect to the Property; (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, including without limitation the Tenant House described herein; (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 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 Substitute Trustees nor the Lender shall have any obligation to obtain or maintain any insurance coverage with respect to 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.

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 Jack Levi
4805 Philadelphia Rd, Belcamp, MD 21017
Phone: (410) 803-4100**

WEBSITE: https://www.bscaamerica.com/atlantic-auctions/?utm_source=google&utm_medium=organic&utm_campaign=gmb

Richard L. Costella and Joseph M. Selba, Substitute Trustees