

BOB VAN GALOUBANDI, ESQ.
1777 REISTERSTOWN ROAD, SUITE 375
BALTIMORE, MARYLAND 21208

**SUBSTITUTE TRUSTEE'S SALE OF
1504 MARTIN BLVD.
MIDDLE RIVER, MARYLAND 21220**

Under and by virtue of the power of sale contained in that certain Purchase Money Deed of Trust and Security Agreement, dated October 28, 2005, executed and delivered by Martin Blvd, LLC to the trustees for the benefit of the holder of the indebtedness (the "Noteholder"), recorded among the Land Records of Baltimore County, Maryland, in Liber 22903, folio 405 (the "Deed of Trust"); the Noteholder having subsequently appointed Bob Van Galoubandi, Substitute Trustee (the "Trustee"), under the Purchase Money Deed of Trust and Security Agreement pursuant to a Deed of Appointment of Substitute Trustee, dated October 24, 2019, duly executed, acknowledged, and recorded among the Land Records of Baltimore County, Maryland, in Liber 22903, folio 405, default having occurred under the terms of said Purchase Money Deed of Trust and Security Agreement and at the request of the Noteholder, the Trustee will offer for sale to the highest qualified bidder at a public auction, on the premises of 1504 Martin Blvd., Middle River, Maryland 21220, on:

October 2, 2020 at 10:00 AM

THAT CERTAIN real property and any improvements thereon described in the Deed of Trust and being situate in Baltimore County, Maryland (the "Property"), as follows:

Beginning for the same at an iron pipe heretofore set at a point on the northernmost Right-of-Way line of Martin Boulevard (Maryland Route 700) as laid out and now existing with a Variable width as shown on Maryland State Roads Commission Plats Now. 4311 and 4795, and point also being the point of beginning of that parcel of land described in a Deed from Mary K. Plott, John Q. Kluttz and Elizabeth Kluttz, his wife, and Jeannette Y. Smith to Pearlstein Levitt Investments, a General Partnership, dated May 3, 1984 and recorded among the Land Records of Baltimore County in Liber E.H.K. Jr. No. 6410 folio 243; thence leaving Martin Boulevard and running thence reversely with all of the Ninth, Eight, and Seventh and part of the Sixth Deed lines of the above-referenced Deed from Plott to Pearlstein, as now surveyed, referring all courses to the True Meridian as established by the Baltimore County Metropolitan District (1) North 05 degrees 03' 26" West 100.16 feet to a steel pin heretofore set; (2) South 85 degrees 00' 39" West 129.32 feet to an iron pipe heretofore set; (3) North 04 degrees 54' 23" West 175.08 feet to a concrete monument heretofore set; and (4) North 85 degrees 04' 32" East 269.10 feet to an iron pipe now set on the westernmost Right-of-Way as shown on Baltimore County Bureau of Land Acquisition Plan Number RW85-118-1 and as recorded among the Land Records of Baltimore County in Liber E.H.K. Jr. No 7001, folio 754; running thence and binding on the westernmost Right-of-Way of Riverton Road; (5) South 04 degrees 55' 16" East 248.21 feet to a point of beginning of a fillet connection the

aforesaid westernmost Right-of-Way line of Riverton Road with the aforesaid northernmost Right-of-way line of Martin Boulevard; said point being on and 33.83 feet from the beginning of the Third or North 39 degrees 25' East 48.06 feet Deed line of the above-referenced conveyance from Plott to Pearlstein, said point also being on and 33.83 feet from the beginning of the Sixth North 39 degrees 25' 00" East 40.77 foot Deed line of that parcel of land described in a Deed from Elizabeth H. Jenkins, widow, Dorothy Jenkins Neeld and Charles R. Neeld, her husband, to the State of Maryland, to the use of the State Roads Commission of Maryland, dated June 19, 1941 and recorded among the Land Records of Baltimore County in Liber C.H.K. No. 1172, folio 390, thence binding along said fillet and running reversely with the Third line of the above-referenced conveyance from Plott to Pearlstein and reversely with the Sixth line of the conveyance from Jenkins to the State Roads Commission, (6) South 39 degrees 26' 29" West 33.83 feet to a cross-cut heretofore set at the end thereof and to said northernmost Right-of-Way line of Martin Boulevard; running thence and binding on the northernmost Right-of-Way line of Martin Boulevard and reversely with all of the Second and First Deed Lines of the above-referenced conveyance from Plott to Pearlstein and reversely with all of the Fifth and part of the Fourth Deed lines of the above-referenced conveyance from Jenkins to the State Roads Commission, (7) South 82 degrees 49' 20" West 66.58 feet to a cross-cut heretofore set, and (8) South 84 degrees 59' 56" West 49.40 feet to the place of beginning.

Being the same property which by Deed recorded among the Land Records of Baltimore County in Liber 22903, folio 400, granted and conveyed by Martin Blvd Joint Venture unto Martin Blvd, LLC, a Maryland limited liability company, in fee simple. Tax Acct No. 15-16-550341

TERMS OF SALE: A deposit in the amount of (\$25,000), payable in cash, certified check or other form acceptable to the Trustee, will be required of the purchaser at the time and place of the sale for the Property. The balance of the purchase price shall be due in cash or by certified check with interest on the unpaid balance of the purchase price at the rate of (8%) per annum from the date of sale to and including the date of settlement. In the event the Noteholder, its servicer or an affiliate, or assignee of any one of them, is the purchaser, such party will not be required to make a deposit or to pay interest on the unpaid purchase money. Taxes, water rent and all other municipal charges and liens owed against the Property (if any) shall be the responsibility of the purchaser and shall be paid by the purchaser at settlement. In addition, all other charges, expenses and liens owed against the Property including, but not limited to, all condominium fees, HOA fees, and expenses and public charges and assessments owed against the Property and payable on a periodic basis, such as sanitary and/or metropolitan district charges (if any) shall also be the responsibility of the purchaser and shall be paid by the purchaser at settlement. The Trustee reserves the right to reject any and all bids, and to extend the time for settlement, if applicable.

The Property will be sold in "AS IS" condition and without any warranties or representations, either express or implied, as to the nature, condition or description of the improvements. In addition, the Property will also be sold subject to all existing housing, building

and zoning code violations, subject to all critical area and wetland violations, subject to all environmental problems and violations which may exist on or with respect to the Property, and subject to all matters and restrictions of record affecting the same (if any). The purchaser at the foreclosure sale shall assume the risk of loss for the above-referenced Property immediately after the sale takes place. It shall be the purchaser's responsibility to obtain possession of the Property following ratification of the sale by the Circuit Court for Baltimore County.

The Property will be sold subject to all easements, conditions, ground leases, senior liens, taxes, restrictions, rights of redemption, covenants, encumbrances, agreements, and unexpired leases of record, and such state of facts that an accurate survey or physical inspection of the Property might disclose (if any) that are not otherwise extinguished by operation of law.

The purchaser shall pay all state and local transfer taxes, recordation taxes and fees, title examination costs, attorneys' fees, conveyance fees and all other incidental settlement costs. The purchaser shall settle and comply with the sale terms within twenty (20) days following the final ratification of sale by the Circuit Court for Baltimore County, unless said period is extended by the Trustee for good cause shown. Time is of the essence. Settlement shall be held at the office of the Trustee.

In the event the purchaser fails to go to settlement as required, subject to order of court, purchaser agrees that property will be resold and entire deposit retained by the Trustee as liquidated damages for all losses occasioned by the purchaser's default and purchaser shall have no further liability. The defaulted purchaser shall not be entitled to any surplus proceeds resulting from said resale even if such surplus results from improvements to the property by said defaulted purchaser.

If the Trustee is 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 Trustee or the Noteholder.

The information contained herein is offered for informational purposes only. The Auctioneer, the Noteholder and the Trustee do not make any representations or warranties with respect to the accuracy of this information.

Bob Van Galoubandi,
Substitute Trustee

For further information, contact:

Bob Van Galoubandi, Esq.
1777 Reisterstown Road, Suite 375
Baltimore, Maryland 21208
(443) 898-6298

Jack Levi
BSCAmerica
Atlantic Auctions, Inc.
PO Box 200
4805 Philadelphia Road
Belcamp, MD 21017
(410) 803-4161

