

FRIEDBERG PC
10045 Red Run Boulevard, Suite 160
Baltimore, MD 21117

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SUBSTITUTE TRUSTEE'S SALE
OF
VALUABLE FEE SIMPLE REAL PROPERTY
IMPROVED BY DWELLINGS KNOWN AS
5610 MIDDLETON LANE AND LOT 40, T.B. MIDDLETON FARM, MIDDLETON LANE,
TEMPLE HILLS (a/k/a CAMP SPRINGS), MARYLAND 20748

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Under and by virtue of the power and authority contained in a Deed of Trust, Assignment and Security Agreement dated May 2, 2006 (the "Deed of Trust"), and recorded among the Land Records of Prince George's County, Maryland, in Book 25085, page 310, and amended by a Deed of Trust, Assignment and Security Agreement recorded among the Land Records of Prince George's County, Maryland, in Book 36635, page 330, between Kairos Development Corporation, Inc. and New Chapel Baptist Church, Inc. as grantors, and Carol Leet as Trustee for PNC Bank, National Association, and assigned to US Acquisition Property XI, LLC by an Assignment of Deed of Trust dated May 29, 2013 and recorded among the Land Records of Prince George's County, Maryland, in Book 34922, page 525, a default having occurred under the terms thereof, the holder of the indebtedness secured by the Deed of Trust having appointed Gordon S. Young, Esquire, of Friedberg PC, as Substitute Trustee, by Deed of Appointment of Substitute Trustees, duly executed on July 8, 2019, acknowledged and recorded among the Land Records of Prince George's County, Maryland, in Book 42354, page 33, the undersigned Substitute Trustee will sell at public auction on the steps of the Circuit Court for Prince George's County, approximately 21 feet to the east of the Main Street Entrance (14735 Main Street, Upper Marlboro, Maryland 20772) to the Duvall Wing of the Court House for the Circuit Court for Prince George's County, Upper Marlboro, Maryland 20772, on:

October 8, 2019
at 1:00 P.M.

ALL THOSE PROPERTIES SITUATE IN PRINCE GEORGE'S COUNTY, STATE OF MARYLAND, and being more fully described in a Deed of Trust, Assignment and Security Agreement dated May 2, 2006 and recorded among the Land Records of Prince George's County, Maryland, in Book 25085, page 310, and amended by a Deed of Trust, Assignment and Security Agreement recorded among the Land Records of Prince George's County, Maryland, in Book 36635, page 330, being described as all those parcels of land situate in Prince George's County, Maryland, Tax ID #'s 06-0436964 and 06-0414888, and the improvements thereon known as:

5610 Middleton Lane
Temple Hills (a/k/a Camp Springs),
Maryland 20748

Lot 40, T.B. Middleton Farm
Middleton Lane
Temple Hills (a/k/a Camp Springs),
Maryland 20748

The Properties will be sold subject to all conditions, liens, restrictions, easements, and agreements of record affecting same, if any, including any condominium or homeowner association dues and assessments.

FURTHER CONDITIONS OF SALE: The Properties will be sold subject to all matters known and unknown, in "AS IS, WHERE IS" condition, without recourse and without either express or implied representation or warranty, including but not limited to the nature and description or use of the improvements contained therein or the environmental condition of the Properties. The purchaser recognizes and agrees that any investigation, examination or inspection of the Properties is within the control of the owner or other parties in possession and their agents and not within the control of the

Substitute Trustee or his successors or assigns. The purchaser waives all claims and causes of action, whether known or unknown, against the Lender and the Substitute Trustee, their respective agents, and their successors and assigns, including but not limited to claims and causes of action respecting the Properties and the environmental condition of the Properties as provided by state or federal laws, ordinances, regulations, or otherwise. These provisions shall survive settlement.

TERMS OF SALE: The Properties will be offered individually. A cash deposit or certified check, or other form of deposit acceptable in the Substitute Trustee's sole discretion, shall be paid at the time and place of sale. For purposes of the foregoing deposit requirements, the purchaser of 5610 Middleton Lane, Temple Hills (a/k/a Camp Springs), Maryland 20748 shall be required to post a cash deposit or certified check of Twenty Thousand Dollars (\$20,000.00); and the purchaser of Lot 40, T.B. Middleton Farm, Temple Hills (a/k/a Camp Springs), Maryland 20748 shall be required to post a cash deposit or certified check of Ten Thousand Dollars (\$10,000.00). The successful bidder shall be required to increase the amount of the deposit to ten percent (10%) of the selling price within one (1) business day of the sale. The Substitute Trustee shall require all potential bidders to qualify prior to the commencement of bidding by showing evidence of their ability to deliver the required deposit at the time of the sale. The balance of the purchase price shall be due upon settlement, which shall be thirty (30) days after final ratification of sale by the Circuit Court for Prince George's County, unless said period is extended by the Substitute Trustee, his successors or assigns, for good cause shown, time being of the essence, interest at a rate of ten percent (10%) per annum shall be paid on unpaid purchase money from the date of sale to the date of settlement. There shall be no abatement of interest in the event additional funds are tendered before settlement or if settlement is delayed for any reason. The secured party herein, if a bidder, shall not be obligated to post a deposit, and shall not be obligated to pay interest if it is the purchaser. In the event that the purchaser fails to go to settlement as required, in addition to all other remedies including but not limited to attorneys' fees, the entire deposit shall be forfeited to the Substitute Trustee, and the Substitute Trustee may resell the respective Property at the risk and expense of the defaulting purchaser. The defaulting purchaser shall be liable for the payment of any deficiency in the purchase price, all costs and expenses of both sales, attorneys' fees and all other charges due, and incidental and consequential damages. Taxes, water, rent and all other municipal liens, public charges and assessments payable on an annual basis shall be adjusted to date of sale and assumed thereafter by the purchaser. If applicable, condominium and/or homeowner association dues and assessments that may become due after the time of sale shall be the responsibility of the purchaser. Cost of all documentary stamps, state and county transfer taxes, document preparation, title insurance, and all other closing costs shall be borne by the purchaser.

If a survey is required for the purchaser to go to settlement or obtain title insurance, it shall be at the purchaser's expense, and the purchaser shall be required to go to settlement within the previously stated time frame. The purchaser shall have the responsibility of obtaining possession of the respective Property. In the event that the Substitute Trustee does not convey title for any reason, the purchaser's sole remedy is return of the deposit.

The improvements are being sold in an "AS IS" condition with the purchaser responsible for any and all housing or zoning code violations and environmental issues. The Properties are sold without warranties, express or implied, as to land or improvements or title.

Additional terms and conditions may be announced on the day of sale. The Substitute Trustee reserves the right to accept or reject any and all bids. In addition, the Substitute Trustee reserves the right to modify the requirements of the bidders' deposits, to withdraw the Properties from sale prior to termination of bidding, and to postpone the sale. Further, the Substitute Trustee reserves the right to set aside the sale for the purchaser's filing of bankruptcy without notice, reinstatement without notice, and/or inability to convey marketable title. The purchaser shall furnish Affidavit of identification and capacity required by Rule 14-305(b) of the Maryland Rules of Procedure.

The information contained herein was obtained from sources deemed to be reliable, but is offered for information purposes only. The Substitute Trustee does not make any representations or warranties with respect to the accuracy of this information.

Gordon S. Young, Esquire, Substitute Trustee