

Friedman, Framme & Thrush, P.A.
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SUBSTITUTE TRUSTEES' SALE

LOCATED AT

**619 Potomac Avenue, Hagerstown, MD and
638-642 Oak Hill Avenue, Hagerstown, MD 21740**

(Case No.: C-21-CV-19000045 in the Circuit Court for Washington County)

Under a power of sale contained in a certain Deed of Trust from RO-KA, LLC to Richard C. Marshall, III and/or Daniel L. Herr, Trustees, dated March 13, 2006, and recorded in the Land Records of Washington County, Maryland, in Book 2948, Page 0416 ("Deed of Trust"), default having occurred under the terms thereof, the Substitute Trustees will sell at public auction at the Circuit Court for Washington County, at the Court House Door, 24 Summit Avenue, Hagerstown, Maryland 21740 on

APRIL 2, 2019 AT 11:30 AM

All that fee-simple lot of ground situate, lying and being in the 22nd Election District of Washington County, addressed as 619 Potomac Avenue, Hagerstown, MD 21740 and 638-642 Oak Hill Avenue, Hagerstown, MD 21740, and more particularly described as:

619 Potomac Avenue, TAX MAP ID # 22-000799

Being all of that lot of ground situate in the County of Washington, State of Maryland and described as follows, that is to say:

All that lot or parcel of land, together with the improvements thereon, and all the rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining, situate in the City of Hagerstown, Election District No.22, Washington County, Maryland, being a portion of LOT NO. 1 of Section D as shown on the plat of McComas Addition to Hagerstown recorded at Plat folio 69 among the Land Records of Washington County, Maryland, and being more particularly described as follows:

BEGINNING for the outline thereof at a stake in the East marginal line of Oak Hill Avenue, said stake being located 124 feet in a southerly direction as measured along the East margin of Oak Hill Avenue from the division line between Lot Nos. 1 and 2 as shown on the above mentioned Addition, said beginning being also at the Southwest corner of the lot conveyed by Charles W. Harman, et ux., to Aaron V. Huntzberry by deed dated April 4, 1911 and recorded in Liber 136, folio 30 among the aforesaid Land Records and running thence along the East marginal line of Oak Hill Avenue South 37 degrees 4 minutes West 133.2 feet to the west marginal line of Potomac Avenue, thence along the West marginal line of Potomac Avenue North 62 degrees 55 minutes East 149.5 feet to the Southeast corner of said Huntzberry lot; thence bounding on said lot North 54 degrees West 64.55 feet to the point of beginning.

BEING the same property conveyed by 642 Oak Hill, LLC to ROKA, LLC by deed dated June 28, 2005, recorded among the Land Records of Washington County, Maryland at Liber 2699, folio 92.

Tax ID No. 22-000799.

The property is believed to be improved by a three-story, mixed-use building containing two commercial units and six to eight apartments more or less, comprising 9,180 ± square feet of gross building area. The building is believed to have been constructed in 1910 and is situated on a 4,322 ± square foot (public record) site.

The real 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 real property and improvements 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 \$25,000 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 deposit must be increased to 10% of the purchase price within 2 business days at the office of the auctioneer in the same form as the original deposit. 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 Washington 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 note holder or an affiliate, interest shall be paid on the unpaid purchase money at the rate pursuant to the note, or the judgment entered on the note, 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 note holder or an affiliate, there shall be no abatement of interest caused by the delay.

Any and all dues, fees, costs and/or expenses owed against the property which are not extinguished as a matter of law by the foreclosure shall be the sole responsibility of the purchaser and shall be paid for by the purchaser at settlement, including all senior liens. The purchaser of the property shall be responsible for all unpaid outstanding, current, and past due or delinquent state, county, town, city, village taxes and/or fees owed, including both real estate and personal property taxes, assessed with respect to the property, and all amounts due in connection therewith, including without limitation, all arrearages, interest, penalties, and all costs and expenses necessary to redeem the property from tax sale, if applicable. There shall be no adjustment for taxes assessed with respect to the property. All water and sewer charges, ground rents, condominium fees and/or homeowners association dues and all other public charges and assessments against the property payable on an annual basis, semi-annual basis and/or quarterly basis, including sanitary and/or metropolitan district charges, if any, shall be the responsibility of the purchaser of the property, and there shall be no adjustment therefor. All applicable recordation, sales, transfer and agricultural land transfer taxes and documentary stamps with respect to the property shall be paid by the purchaser of the property.

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 note 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 note 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 McKenzie Banking Company ("McKenzie"), 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 McKenzie 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 McKenzie in connection with such confirmation. Purchaser shall be required to cooperate fully with, and provide any information requested by, the Substitute Trustees and McKenzie in connection with such confirmation.

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 note 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.

William H. Thrush, Jr., Susan J. Klein, Substitute Trustees
McKenzie Banking Company, Secured Creditor

For contact information:
Jack Levi
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4805 Philadelphia Road
Belcamp, Maryland 21017

The Herald Mail – _____, ___ & ___