

PUBLIC NOTICE

**Kenneth L. Hooper and Matthew A. Maciarelo
Assignees for the Purpose of Foreclosure
c/o Hearne & Bailey, P.A.
126 East Main Street
Salisbury, Maryland 21801
(410) 749-5144**

**CIVIL ACTION NO. 20-C-10-007076
CIRCUIT COURT FOR TALBOT COUNTY**

**ASSIGNEES' SALE OF VALUABLE UNIMPROVED
REAL PROPERTY IDENTIFIED AS LOT 11, NORTH SIDE OF I-WAY COURT
EASTON TECHNOLOGY CENTER, EASTON, MARYLAND
(LOT 11, TAX MAP 25, GRID 4, PARCEL 90 [Previously part of Parcel 92];
TAX ACCOUNT NO. 01-088432)**

Under and by virtue of the Power of Sale and Authority contained in a certain Purchase Money Mortgage from Patrick J. Hanrahan to Wilmington Trust FSB, dated January 13, 2005, and recorded among the Land Records of Talbot County, Maryland, in Liber M.A.S. No. 1302, Folio 864, default having occurred under the terms thereof, the holder of the indebtedness secured by the Purchase Money Mortgage, having assigned the Purchase Money Mortgage unto Kenneth L. Hooper and Matthew A. Maciarelo, Assignees for the Purpose of Foreclosure, by instrument duly executed, acknowledged and recorded among the Land Records of Talbot County, Maryland, in Liber M.A.S. No. 1768, Folio 185, the undersigned Assignees, at the request of the holder of the indebtedness, will offer for sale at public auction the below referenced property, **AT THE COURT HOUSE ENTRANCE OF THE CIRCUIT COURT FOR TALBOT COUNTY, AT THE COURT HOUSE STEPS, 11 N. WASHINGTON STREET, EASTON, MARYLAND,**

ON THURSDAY, MAY 27, 2010, AT 10:30 A.M.

LEGAL DESCRIPTION: ALL that lot or parcel situate, lying and being in the First Election District of Talbot County, Maryland, and being more particularly shown and designated as "LOT 11" on a Plat titled "FINAL PLAT PHASE I 'EASTON TECHNOLOGY CENTER' IN THE TOWN OF EASTON TAX MAP 25 GRID 4 PARCEL 92 TALBOT COUNTY, MARYLAND," dated May 1997 (revised through April 16, 1998), prepared by Lane Engineering, Inc., and recorded among the Plat Records of Talbot County, Maryland in Plat Cabinet No. 4, Page No. 80G through 81GG ("Plat"); reference being hereby made to said Plat for a more complete description of said Lot 11 by metes and bounds, courses and distances, TOGETHER WITH a right-of-way for ingress and egress to and from Airport Road over the roadways more particularly shown on the Plat; and being the same property conveyed unto Patrick J. Hanrahan by Deed from Easton

Technology Center LLC, dated January 11, 2005, and recorded among the Land Records of Talbot County, Maryland, in Liber M.A.S. No. 1302, Folio 858.

All of the above said property described above being conveyed **TOGETHER WITH** the improvements and fixtures thereon (if any) and the rights and appurtenances thereto belonging or appertaining. **SUBJECT**, however, to the obligations of such owner as more particularly set forth in any Declarations and Covenants of record, as amended, if any. The above described property is being offered for sale **SUBJECT** to any violation notices and subject to and together with all covenants, agreements, conditions, liens, easements and restrictions as may appear among the Land Records of Talbot County, Maryland, affecting same, if any.

ADDITIONAL INFORMATION: The above property is believed to be 2.03 acres, more or less, and is believed to be unimproved. The aforesaid information was obtained from sources deemed to be reliable but is offered for informational purposes only and the Assignees do not make any representations or warranties with respect to the accuracy of this information. Bidders accept the property “**AS IS**” and “**WHERE IS.**” Quality or quantity of the land and improvements (if any) is not of the essence.

TERMS OF SALE: A deposit of Fifteen Thousand Dollars (\$15,000.00) will be required of the purchaser of the property on the day of sale. Said deposit shall be in the form of cash, certified or cashier's check at the time and place of sale, or other form of security, at the sole discretion of the Assignees, the balance of the purchase price to be secured to the satisfaction of the Assignees. In the event the holder of the indebtedness secured by the Purchase Money Mortgage, or its subsidiaries or related entities is the successful bidder, the deposit shall not be required. The balance in cash shall be due at settlement which shall be within twenty (20) days after final ratification of sale by the Circuit Court for Talbot County, Maryland, unless such period is extended by the Assignees, their successors or assigns, for good cause shown, time being of the essence. In the event the property is purchased by someone other than the holder of the indebtedness secured by the Purchase Money Mortgage, or any of its subsidiaries or related entities, interest shall be paid on the unpaid purchase money at the rate of 5.00% from date of sale to the date of settlement. In the event settlement is delayed for any reason and the property is purchased by someone other than the Secured Party, its subsidiaries and/or affiliates, there shall be no abatement of interest caused by the delay. If payment of the balance does not take place within twenty (20) days of ratification, in addition to any other legal or equitable remedies available to them, the Assignees may declare the entire deposit forfeited and resell the property at the risk and cost of the defaulting purchaser. In such event, the defaulting purchaser shall be liable for the payment of any deficiency in the purchase price, all costs and expenses of sale, attorneys' fees and all other charges incurred by the Assignees. The purchaser shall not be entitled to any surplus proceeds or profits resulting from any resale of the property. The real property will be sold in “**AS IS,**” “**WHERE IS**” condition without recourse, representations or warranties, either expressed or implied, as to its nature, condition, description, or its suitability for a particular or general purpose. Quantity or

quality of the land and improvements (if any) is not of the essence. Taxes, rents, annually payable public charges and assessments, water and sewer charges, including the front foot benefit charges of the appropriate governing agency, if any, and association dues, if applicable, will be adjusted to the date of sale and thereafter assumed by the purchaser. All costs of conveyancing, including attorney's fees, state documentary stamps, agricultural transfer tax, state and county transfer taxes and recordation taxes will be paid by the purchaser. Purchaser shall be responsible for obtaining physical possession of the real property. In the event that the real property is occupied by tenants/patrons, the Assignees assume no responsibility for security deposits or other monies paid by tenants/patrons to anyone. The purchaser is purchasing the subject property subject to any Town of Easton and/or Talbot County Code violations and any fines related thereto and shall be responsible for abating said violations, if any, and the payment of said fines related thereto. The purchaser's sole remedy at law or in equity, in the event the Assignees are unable to convey marketable title to the property, by reason of any defect in the title or for any reason otherwise, shall be limited to the return of the deposit. Upon return of the deposit, the sale shall be null and void and of no effect, and the purchaser shall have no further claims against the Assignees, the holder of the indebtedness, or their respective agents, attorneys, employees, successors and assigns. Assignees make no warranties, expressed or implied, as to the use or zoning of the property or the habitability condition of the improvements (if any) on the real property. Risk of loss passes at the date and time of sale. Neither the Assignees, the holder of the indebtedness, nor the Auctioneer shall be responsible for any federal, state or county environmental violations, if any exist, and 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 same. Neither the Assignees, the holder of the indebtedness, nor any other party makes any warranty or representation of any kind or nature regarding the physical condition of, the description of, the environmental condition of, or title to the property. Purchaser shall furnish an Affidavit of Identification and Capacity pursuant to Rule 14-305(b) of the Maryland Rules of Procedure. The conveyance of the property by the Assignees to the purchaser at settlement shall be by Assignees Deed without covenant or warranty. The Assignees reserve the right to reject any and all bids. Assignees reserve the right to postpone sale by public announcement at the time and place of sale. If the holder of the indebtedness secured by the Purchase Money Mortgage or any of its subsidiaries or affiliates is the successful bidder, it shall be exempt from the terms of sale set forth herein. The holder of the indebtedness shall be permitted to bid at sale. The contract of sale between the Assignees, as seller, and the purchaser (the "Contract of Sale") 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 Contract of Sale, purchaser recognizes that purchaser has not relied upon nor been induced by any statements or representations of any person, including the Assignees, the holder of the indebtedness, or their respective agents, attorneys, employees, successor and assigns

(collectively, "Released Parties"), in respect to the condition of the property, including the environmental condition to the property, unless such representations or statements are specifically set forth in the Contract of Sale. 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 Assignees, the holder of the indebtedness and their respective heirs, personal and legal representatives, agents, attorneys, employees, successors, and assigns from any and all claims the purchaser or its successors and assigns may have now or in the future relating to the condition of the property. Purchaser acknowledges and agrees that this provision was a negotiated part of the Contract of Sale 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 Assignees and/or the holder of the indebtedness for any liability they may have to any third party for any 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." Prior to bidding and as a condition of bidding, all prospective bidders shall register and display photo identification, deposit funds and when bidding as an agent, provide a recordable power of attorney. When a corporation or limited liability company is bidding, it shall also provide evidence that it is in good standing with its state of incorporation. The sale may be recorded, televised, videotaped and/or broadcast. **For information, please contact Kenneth L. Hooper, Assignee, at (410) 749-5144, or Marshall Auction-Marketing Co., Inc. at (410) 749-8092.**

NOTE: The information contained herein was obtained from sources deemed to be reliable, but is offered for informational purposes only. The Assignees, Auctioneer and the holder of the indebtedness 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 and consult with their own attorneys for legal issues.

Kenneth L. Hooper and Matthew A. Maciarelo,
Assignees for the Purpose of Foreclosure

Auctioneer: Marshall Auction-Marketing Co., Inc. (410) 749-8092

Star Democrat: May 10, 2010; May 17, 2010; and May 24, 2010

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