

PUBLIC NOTICE

**Kenneth L. Hooper and Matthew A. Maciarello
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. 22-C-10-000185 FC
CIRCUIT COURT FOR WICOMICO COUNTY**

**ASSIGNEES' SALE OF VALUABLE REAL PROPERTY
LOTS 3, 4, 5, 6 and 7, BLOCK B, PINE MEADOWS SUBDIVISION
PINE MEADOWS LANE, PITTSVILLE, MARYLAND**

Under and by virtue of the Power of Sale and Authority contained in a certain Indemnity Construction Mortgage from Kaine, LLC to Wilmington Trust FSB, dated June 20, 2005, and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 2430, Folio 001, default having occurred under the terms thereof, the holder of the indebtedness secured by the Indemnity Construction Mortgage having assigned the Indemnity Construction Mortgage unto Kenneth L. Hooper and Matthew A. Maciarello, Assignees for the Purpose of Foreclosure, by instrument duly executed, acknowledged and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 3129, Folio 485, 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 WICOMICO COUNTY, AT THE COURT HOUSE STEPS, 101 N. DIVISION STREET, SALISBURY, MARYLAND,**

ON FRIDAY, MAY 28, 2010, AT 11:00 A.M.

LEGAL DESCRIPTION: Item One (Tax Account #04-025288): All that lot, tract or parcel of land situate, lying and being in Pittsburg Election District, Wicomico County, State of Maryland, in a subdivision known as "Pine Meadows" and being located on the Northerly side of Pine Meadows Lane and being Lot No. 3, Block B, as shown and depicted on that plat entitled "PINE MEADOWS," made by Soule and Associates in February, 2006, and recorded among the Land Records of Wicomico County, Maryland, in Plat Cabinet M.S.B. No. 15, Folio 62; Item Two (Tax Account #04-025296): All that lot, tract or parcel of land situate, lying and being in Pittsburg Election District, Wicomico County, State of Maryland, in a subdivision known as "Pine Meadows" and being located on the Northerly side of Pine Meadows Lane and being Lot No. 4, Block B, as shown and depicted on that plat entitled "PINE MEADOWS," made by Soule and Associates in February, 2006, and recorded among the Land Records of Wicomico County, Maryland, in Plat Cabinet M.S.B. No. 15, Folio 62; Item Three (Tax Account

#04-025318): All that lot, tract or parcel of land situate, lying and being in Pittsburg Election District, Wicomico County, State of Maryland, in a subdivision known as "Pine Meadows" and being located on the Northerly side of Pine Meadows Lane and being Lot No. 5, Block B, as shown and depicted on that plat entitled "PINE MEADOWS," made by Soule and Associates in February, 2006, and recorded among the Land Records of Wicomico County, Maryland, in Plat Cabinet M.S.B. No. 15, Folio 62; Item Four (Tax Account #04-025326): All that lot, tract or parcel of land situate, lying and being in Pittsburg Election District, Wicomico County, State of Maryland, in a subdivision known as "Pine Meadows" and being located on the Northerly side of Pine Meadows Lane and being Lot No. 6, Block B, as shown and depicted on that plat entitled "PINE MEADOWS," made by Soule and Associates in February, 2006, and recorded among the Land Records of Wicomico County, Maryland, in Plat Cabinet M.S.B. No. 15, Folio 62; and Item Five (Tax Account #04-025334): All that lot, tract or parcel of land situate, lying and being in Pittsburg Election District, Wicomico County, State of Maryland, in a subdivision known as "Pine Meadows" and being located on the Northerly side of Pine Meadows Lane and being Lot No. 7, Block B, as shown and depicted on that plat entitled "PINE MEADOWS," made by Soule and Associates in February, 2006, and recorded among the Land Records of Wicomico County, Maryland, in Plat Cabinet M.S.B. No. 15, Folio 62; the aforesaid Items being part of the same property conveyed unto Kaine, LLC by the following two Deeds: (1) Deed from Deidre Sisk Hearn dated April 19, 2003, and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 2063, Folio 415; and (2) Deed of Exchange and Property Line Agreement from Nancy T. Brittingham and Paul D. Wilbur, Trustees, dated June 9, 2003, and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 2086, Folio 788.

All of the above said property described above being conveyed **TOGETHER WITH** the improvements 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 Wicomico County, Maryland, affecting same, if any.

IMPROVEMENTS: The above property is unimproved. Bidders accept the property "**AS IS**" and "**WHERE IS.**" Quality or quantity of the land and improvements (if any) is not of the essence.

MANNER OF SALE: The Assignees will offer for sale, individually, Items One through Five inclusive, and will reserve the bids thereon. The Assignees will then offer for sale, as an entirety, Items One through Five inclusive, and will reserve the bid thereon. The Assignees, in their sole and absolute discretion, shall then be entitled to select the bid that results in the highest price or prices. The Assignees also reserve the

right to change the method of bidding in their sole and absolute discretion by announcement made at the time and place of sale.

TERMS OF SALE: For each of the individual lots, a deposit in the amount of Five Thousand Dollars (\$5,000.00) per lot will be required of the purchaser of each individual lot on the day of sale. For the sale of the five lots as an entirety, a deposit in the amount of Twenty-five Thousand Dollars (\$25,000.00) will be required of the purchaser of all five lots as an entirety. 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 Indemnity Construction 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 Wicomico 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 Indemnity Construction Mortgage, or any of its subsidiaries or related entities, interest shall be paid on the unpaid purchase money at the rate of 4.00% 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 holder of the indebtedness, 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 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/condominium 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 property. In the event that the 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 Wicomico County and/or Town of Pittsville 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 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 premises (if any) on the property. There are no warranties as to the buildings' (if any) compliance with any building, zoning or life safety code in effect and bidder should verify all matters in person. 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 and to withdraw all or any part of the property from the sale. 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 Indemnity Construction 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, Compensations 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 from 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." 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. Maciarello,
Assignees for the Purpose of Foreclosure

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

The Daily Times: May 11, 2010; May 18, 2010; and May 25, 2010

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