

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-09-000298
CIRCUIT COURT FOR WICOMICO COUNTY**

**ASSIGNEES' AND CREDITOR'S SALE OF
VALUABLE IMPROVED COMMERCIAL REAL PROPERTY
AND PERSONAL PROPERTY KNOWN AS
"DELMARVA INN, 9544 OCEAN HIGHWAY, DELMAR, MARYLAND"**

Under and by virtue of the Power of Sale and Authority contained in a certain Indemnity Mortgage from Delmar Motel LLC to Wilmington Trust FSB, dated April 20, 2007, and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 2777, Folio 649, default having occurred under the terms thereof, the holder of the indebtedness secured by the Indemnity Mortgage, having appointed 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. 3002, Folio 148, and by confirmatory instrument duly executed, acknowledged and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 3005, Folio 197, the undersigned Assignees, at the request of the Beneficiary and Secured Party, 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 NORTH DIVISION STREET, SALISBURY, MARYLAND,**

ON FRIDAY, MAY 29, 2009, AT 1:00 P.M.

LEGAL DESCRIPTION: ALL THAT lot, piece or parcel of land situate, lying and being in the Town of Delmar, Delmar Election District, Wicomico County, Maryland and being more particularly described as follows: BEGINNING for the same at a point on the East side of Woodlawn Avenue, said point also being at the Northeast corner of the intersection of Woodlawn Avenue (60 feet wide) and Chestnut Street (60 feet wide), thence binding on said East side of Woodlawn Avenue and also binding on the outline of Parcel CC as shown on the plat entitled: "Resubdivision of Lots 1 through 12, Block 4 and Parcels A, C and D – Block 7, Woodlawn," recorded among the Land Records for Wicomico County, Maryland, in Plat Cabinet No. 6, Folio 44-173, referring all courses of this description to the Maryland State Plane Coordinate System, (1) North 00 degrees 58 minutes 50 seconds East for a distance of 357.17 feet, thence leaving said East side

of Woodlawn Avenue and running through Parcel CC of said plat for a new line of division (2) South 89 degrees 01 minutes 10 seconds East for a distance of 204.51 feet to the outline of Parcel CC of said plat, thence binding on the outlines of Parcel CC of said plat the following three courses and distances, viz: (3) South 00 degrees 58 minutes 50 seconds West for a distance of 150.00 feet, thence (4) North 89 degrees 01 minutes 09 seconds West for a distance of 8.47 feet and thence (5) South 02 degrees 09 minutes 01 seconds West for a distance of 207.48 feet to a point on the North side of Chestnut Street, thence binding on said North side of Chestnut Street and also binding on the outline of Parcel CC of said plat (6) North 89 degrees 01 minutes 10 seconds West for a distance of 207.37 feet to the place of beginning, CONTAINING 72,463 SQUARE FEET OR 1.664 ACRES OF LAND, more or less. Being shown and designated as "Lot C-4" on the plat entitled: "Resubdivision of Parcel CC Woodlawn," recorded among the Land Records of Wicomico County, Maryland, in Plat Liber No. 14, Folio 862. Being a portion of Parcel "CC" on the plat entitled: "Resubdivision of Lots 1 through 12, Block 4 and Parcels A, C and D – Block 7 Woodlawn" recorded among the Land Records of Wicomico County, Maryland, in Plat Cabinet No. 6, Folio 44-173. The aforesaid property being the same property that was conveyed unto Delmar Motel LLC, a Maryland Limited Liability Company, by Delmar Holding LLC, a Maryland Limited Liability Company, by Deed dated January 12, 2006, and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 2555, Folio 300.

All of the above said property described above being conveyed **TOGETHER WITH** the improvements and fixtures thereon 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 identified as the Delmarva Inn and is improved by a 50 unit two-story motel consisting of masonry construction on concrete slab with an asphalt shingle roof. It is believed but not represented that the motel was built in approximately 1971 and contains a total of 22,711 square feet of gross building area, more or less. It is believed, but not represented, that the motel contains 36 standard rooms, 13 one-bedroom apartments, and one two-bedroom apartment. In addition, it is believed, but not represented, that there is a small office, a laundry room, six utility closets, a maintenance shop and a pump room. Electric, heat and air conditioning are provided via built-in wall units. The Assignees have been advised by the Town of Delmar that the subject property is zoned "Community Business District" and the Town will not issue a business license until the property is brought into compliance with the Town's standards and is operational in accordance with the regulations of the Town's Zoning Code. 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, improvements and equipment is not of the essence.

PERSONAL PROPERTY: Pursuant to the UCC Security Agreement contained in the above said recorded Indemnity Mortgage and the Financing Agreement recorded among the Land Records of Wicomico County, Maryland, and the Financing Records of the State Department of Assessments and Taxation, by and between Delmar Motel LLC, debtor, and Wilmington Trust FSB, the above described property will be sold together with the fixtures, equipment and furnishings located on or at the real property on the date of sale, owned by debtor and subject to the aforesaid Indemnity Mortgage and Financing Statements referenced above. The sale of the aforesaid fixtures, equipment and furnishings is to be a unified sale as provided for in Section 9-604 of the Uniform Commercial Code. The secured creditor has no itemized inventory of the aforesaid equipment, fixtures and furnishings and the purchaser is buying whatever equipment, fixtures and furnishings may exist on the subject premises the day of sale, “**AS IS,**” “**WHERE IS,**” and risk of loss shall pass on the day of sale. It shall be purchaser’s obligation to secure possession of the aforesaid equipment, fixtures and furnishings. Secured creditor makes no representations as to the condition, status, or amount of equipment, fixtures and furnishings. The purchaser shall be responsible for the payment of Maryland Sales Tax, if any, on the purchase price of equipment, fixtures and furnishings. The above described real property and the aforesaid personal property are collectively called the “property.” The “property” will be offered for sale as an entirety.

TERMS OF SALE: A deposit of One Hundred Thousand Dollars (\$100,000.00) 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 and/or Secured Party, the balance of the purchase price to be secured to the satisfaction of the Assignees and/or Secured Party. In the event the holder of the indebtedness secured by the Indemnity 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 and/or Secured Party, 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 Mortgage, or any of its subsidiaries or related entities, interest shall be paid on the unpaid purchase money at the rate of 9.00% 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 and/or Secured Party 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 and/or the Secured Party. The purchaser shall not be entitled to any surplus proceeds or profits resulting from any resale of the property. The real and personal 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, improvements and equipment, fixtures, or furnishings 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 and the equipment, fixtures and furnishings. In the event that the real property is occupied by tenants/patrons, the Assignees and/or Secured Party 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 Delmar 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 and/or Secured Party 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 Secured Party, or their respective agents, attorneys, employees, successors and assigns. Assignees and/or Secured Party make no warranties, expressed or implied, as to the use, zoning or habitability condition of the premises on the real property. There are no warranties as to the buildings' 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 Secured Party, 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 Secured Party, 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. Neither the Assignees, the Secured Party, auctioneer, nor any other party make any warranties or representations of any kind or nature as to the transferability of the name "Delmarva Inn" or that purchaser will be able to continue trading under the name of "Delmarva Inn." 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 and Bill of Sale without covenant or warranty. The Assignees and/or the Secured Party reserve the right to reject any and all bids. Assignees and/or Secured Party 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 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 Secured Party 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 Secured Party, 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 Secured Party 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 Secured Party 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." 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) 835-0383.**

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 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 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) 835-0383

The Daily Times: May 11, 2009; May 18, 2009; and May 25, 2009

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