

**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. 22-C-10-000539 FC
CIRCUIT COURT FOR WICOMICO COUNTY**

**ASSIGNEES' SALE OF VALUABLE
IMPROVED REAL PROPERTY KNOWN AS
"704 GRASON LANE, FRUITLAND, MARYLAND 21826"**

Under and by virtue of the Power of Sale and Authority contained in a certain Indemnity Purchase Money Mortgage from Homes By Bijan, Inc. to Wilmington Trust FSB, dated August 7, 2008, and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 2957, Folio 717, default having occurred under the terms thereof, the holder of the indebtedness secured by the Indemnity Purchase Money Mortgage having assigned said Indemnity Purchase Money Mortgage to the Assignees for the purpose of foreclosure by Assignment of Indemnity Purchase Money Mortgage, dated March 18, 2010, and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 3169, Folio 011, Assignees 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, LOCATED AT 101 NORTH DIVISION STREET, SALISBURY, MARYLAND,**

ON THURSDAY, JUNE 10, 2010, AT 10:00 A.M.

DESCRIPTION: ALL that tract or parcel of land lying and being situate in the Fruitland Election District of Wicomico County, City of Fruitland, Maryland, binding upon Grason Lane and being Lot 69-A of Block "C," as shown and designated on a plat entitled "Covered Bridge Estates, Section No. Five," dated January 7, 1986, and made by Hampshire, Hampshire & Andrews and recorded among the Land Records of Wicomico County, Maryland, in Plat Cabinet A.J.S. No. 7, Folio 168 & 169; and being the same property conveyed unto Homes By Bijan, Inc., by Deed from Gregory J. Olinde and Emmajane J. Olinde, dated August 7, 2008, and recorded the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 2957, Folio 713.

All of the above described property is being conveyed **TOGETHER WITH** the improvements and fixtures thereon and the rights and powers reserved and any other rights, powers 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 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 described property is improved by a dwelling. It is believed but not represented that the dwelling is approximately 2,032 square feet, more or less.

TERMS OF SALE: A deposit of Fifteen Thousand Dollars (\$15,000.00) will be required of the purchaser. 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. 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 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 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 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 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 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, zoning or habitability condition of the premises on the property. There are no warranties as to the building's 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. The 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 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, including the requirement for a deposit. The holder of the indebtedness secured by the Indemnity Purchase Money Mortgage 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, as well as such other terms the Assignees deem necessary and appropriate. 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.

The Daily Times: May 24, 2010; May 31, 2010; and June 7, 2010

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