

**Law Offices of
Gebhardt & Smith LLP
One South Street
Suite 2200
Baltimore, Maryland 21202**

**SUBSTITUTE TRUSTEES' SALE OF VALUABLE REAL PROPERTY
GENERALLY KNOWN AS 912 WEST ROAD, SALISBURY, MARYLAND 21801
AND 1216 JERSEY ROAD, SALISBURY, MARYLAND 21801**

Under and by virtue of the power of sale contained in that certain Deed of Trust, dated October 9, 2007, executed and delivered by The American Legion, Spirit of Democracy Post No. 145, Inc. (the "Grantor") to the Trustee named therein and recorded among the Land Records of Wicomico County, Maryland at Liber 2854, Folio 325, as modified by a Deed of Trust Modification Agreement, dated October 1, 2008, by and between, among others, the Grantor and recorded among the aforesaid Land Records in Liber 2978, folio 695 (collectively, the "Deed of Trust"), the holder of the indebtedness secured by said Deed of Trust (the "Noteholder"), having subsequently appointed Michael G. Gallerizzo and Michael C. Bolesta, Substitute Trustees (collectively, the "Substitute Trustees") in the place and stead of John C. Seipp, Original Trustee under the Deed of Trust, by instrument duly executed, acknowledged and recorded among the aforesaid Land Records, default having occurred under the terms of said Deed of Trust and at the request of the party secured thereby, the undersigned Substitute Trustees will offer the property described below for sale at a public auction to be held at the front steps of the Circuit Court for Wicomico County, Maryland, located at 101 North Division Street, Salisbury, Maryland 21801, on

**Wednesday, June 23, 2010
at 11:00 a.m.**

ALL THAT piece, tract or parcel of land situate, lying and being in Wicomico County, Maryland and more particularly described as follows (collectively, the "Properties"):

912 WEST ROAD, SALISBURY, MARYLAND 21801:

All that lot or parcel of land situate, lying and being in Salisbury Election District, Wicomico County, State of Maryland, on the westerly side of and binding upon West Road and having a frontage thereon of 75 feet and extending back therefrom in a uniform width of 75 feet to a uniform depth of 135 feet and being all of Lot No. 7, Block "A", on plat entitled Manokin Addition, Section 1, made by G.F. Schafer, Surveyor, in May 1965, and recorded among the Land Records for Wicomico County, Maryland in Liber J.W.T.S. No. 608, Folio 51.

Being the same real estate conveyed to the American Legion, Spirit of Democracy Post No. 145, Inc. by deed from Robert D. Dashiell, Jr., Personal Representative of the Estate of Milford W. Twilley, late, dated December 11, 1994 and recorded December 19, 1994 among the Land Records of Wicomico County, Maryland in Liber 1420, Folio 855.

912 West Road ("West Road") has a tax identification number of 09-033246. West Road is believed to consist of 10,125 +/- square feet and is believed to be improved with a 1,908 +/- square

foot building / meeting hall formerly occupied by The American Legion Post 145. West Road is also believed to be zoned C-2, which has a designation of general commercial.

1216 JERSEY ROAD, SALISBURY, MARYLAND 21801:

All that tract or parcel of land situate, lying and being in Salisbury Election District, Wicomico County, State of Maryland, on the southerly side of and binding upon the west side of Jersey Road and beginning for the outlines of the same at a cement post on the west side of said Jersey Road and located north 14 degrees east 53.22 feet from the northeast corner of Lot No. 35 as shown on Plat No. 2 of the H.B. Morris land dated April 21, 1913, made by Chester C. Smith, Surveyor, and recorded among the Land Records for Wicomico County, Maryland, in Liber E.A.T. No. 86, Folio 5231, it being the southeast corner of the land herein described, thence (1) running north 14 degrees east by and with the west side of said Jersey Road for a distance of 252.78 feet to a cement post; thence (2) running north 84 degrees 30 minutes west by and with land now or formerly owned by Deer's Head Realty Corporation for a distance of 784.0 feet to a cement post; thence (3) running south 14 degrees west by and with other land of the said Deer's Head Realty Corporation for a distance of 252.78 feet to a cement post; thence (4) running south 84 degrees 30 minutes east by and with said other lands of Deer's Head Realty Corporation and parallel with the northerly line of the aforesaid Lot No. 35 for a distance of 784.0 feet to the cement post at the place of beginning, containing 4.5 acres of land, more or less and being more fully shown and designated on a plat entitled "Amended Property Survey for Jessie W. Heise Pattison", made by Filbert M. Hitch, Surveyor, dated March 30, 1948, and recorded among the aforesaid Land Records in Liber J.W.T.S. No. 307, folio 368.

Being the same real estate conveyed to the American Legion, Spirit of Democracy Post No. 145, Inc. by deed from J. A. David Wilson and Lillie M. Wilson, his wife, dated March 1, 1995 and recorded among the Land Records of Wicomico County, Maryland in Liber 1431, Folio 250.

1216 Jersey Road ("Jersey Road") has a tax identification number of 09-037659. Jersey Road is believed to consist of 4.44 +/- acres and is believed to be improved with a 7,200 +/- square foot building / meeting hall currently occupied by The American Legion Post 145. The building is believed to consist of a bar/seating area, meeting/conference rooms, 5 offices, 4 bathrooms and a kitchen and is believed to be improved by an approximately 75 +/- car parking lot. The building is believed to be served by private well and septic. Jersey Road is also believed to be zoned R-8, which has a designation of residential, but its current use is believed to be permitted by special exception.

TERMS OF SALE: The Substitute Trustees may offer the Properties for sale separately and reserve the bids or the Substitute Trustees may offer for sale both Properties as an entirety. The Substitute Trustees reserve the absolute and unconditional right to offer the Properties for sale in any order or manner as the Substitute Trustees deem appropriate and beneficial to the Noteholder. The manner of sale which generates the highest return to the Noteholder will be selected by the Substitute Trustees. If a purchaser purchases both Properties, a deposit in the amount of Thirty Five Thousand Dollars (\$35,000.00), payable in cash or by certified check, will be required of the purchaser at the time and place of sale. If a purchaser purchases only West Road, a deposit in the amount of Ten Thousand Dollars (\$10,000.00), payable in cash or by certified check, will be

required of the purchaser at the time and place of sale. If a purchaser purchases only Jersey Road, a deposit in the amount of Twenty Five Thousand Dollars (\$25,000.00), payable in cash or by certified check, will be required of the purchaser at the time and place of sale. The balance of the purchase price, together with interest thereon at the rate of ten percent (10%) per annum from the date of sale to the date of settlement, shall be due from the purchaser to the Substitute Trustees in cash or by certified check within twenty (20) days following the final ratification of sale by the Circuit Court for Wicomico County, Maryland, unless such closing deadline is extended in writing by the Substitute Trustees. Time is of the essence. Settlement shall be held at the offices of Gebhardt & Smith LLP, One South Street, Suite 2200, Baltimore, Maryland 21202, or such other place as may be agreed to by the Substitute Trustees. In the event that the beneficiary under the Deed of Trust, or an affiliate or subsidiary thereof, is the successful bidder at the sale, such party will not be required to make a deposit or to pay interest on the unpaid purchase money. The Substitute Trustees reserve the right to reject any and all bids at the sale, and to extend the time for settlement, at their discretion.

The Properties are being sold in an "AS IS" condition and without any warranties or representations, either express or implied, as to the nature, condition, value, use or description of the Properties or any improvements thereon. The Properties will also be sold subject to: (i) all senior liens and encumbrances that are not extinguished by operation of law by the foreclosure sale of the Properties; (ii) all easements, equitable servitudes, conditions, rights of way, restrictions, rights of redemption, covenants, restrictive covenants, declarations, documents establishing homeowner's association(s) and any other agreements, matters or restrictions of record affecting the Properties; (iii) all existing housing, building and zoning code violations, encroachments, and critical area and wetland violations; (iv) all environmental problems, conditions or hazards which may exist on or with respect to the Properties; and (v) such state of facts that an accurate survey or physical inspection of the Properties might disclose.

All real estate taxes, assessments, water charges, county or municipal charges, homeowners' association charges and senior liens that are owed against the Properties and that are not extinguished by the foreclosure sale of the Properties, and the cost of all recordation fees and taxes, document preparation costs, transfer taxes, title examination costs, attorneys' fees and other costs associated with conveying the Properties to the purchaser, shall be the sole responsibility of the purchaser and shall be paid for by the purchaser at settlement. The purchaser at the foreclosure sale shall assume the risk of loss for the Properties immediately after the sale takes place. It shall be the purchaser's responsibility to obtain possession of the Properties after the closing.

In the event that the purchaser fails to go to settlement as required, in addition to any other legal or equitable remedies available to the Substitute Trustees, the Substitute Trustees may declare the aforementioned deposit forfeited and resell the Properties at the purchaser's sole risk and expense. In such event, the defaulting purchaser shall be liable for the payment of any deficiency in the purchase price sustained by the Substitute Trustees and/or the Noteholder, all costs and expenses of both sales, attorneys' fees, and any other damages sustained by the Substitute Trustees and/or the Noteholder, including, without limitation, all incidental damages. If the Substitute Trustees are unable to convey the Properties as described above, the purchaser's sole remedy at law or in equity shall be limited to a refund of the aforementioned deposits, without interest thereon. Upon refund of the deposit to the purchaser as aforesaid, the sale shall be void and of no effect, and the purchaser

shall have no further claim against the Substitute Trustees, the Noteholder or the Auctioneer conducting the sale of the Properties. The parties' respective rights and obligations regarding the terms and conduct of the sale shall be governed by the laws of the State of Maryland.

The information contained herein was obtained from sources deemed to be reliable, but is offered for informational purposes only. The Auctioneer, the Noteholder and the Substitute Trustees do not make any representations or warranties with respect to the accuracy of this information.

Michael G. Gallerizzo and
Michael C. Bolesta,
Substitute Trustees

For additional information or directions to the Properties, contact:

Marshall Auction –Marketing Co., Inc. & Marshall Estate Services
Attn: Doug Marshall
2815 N. Salisbury Blvd, Suite B
Salisbury, MD 21801
410.749.8092 local
888.986.SOLD
410.742.1936 fax
Email: info@marshallauctions.com
Website: www.MarshallAuctions.com

or

Michael C. Bolesta, Esquire
Gebhardt & Smith LLP
One South Street
Suite 2200
Baltimore, Maryland 21202
Tel: 410-385-5071
Email: mbole@gebsmith.com

To be published 6/8, 6/15 & 6/22.