

PUBLIC NOTICE

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

**CIVIL ACTION NO. 23-C-09-000823
CIRCUIT COURT FOR WORCESTER COUNTY**

**SUBSTITUTE TRUSTEE'S AND CREDITOR'S SALE OF
VALUABLE IMPROVED REAL PROPERTY
AND PERSONAL PROPERTY KNOWN AS
"201 ST. LOUIS AVENUE, OCEAN CITY, MARYLAND 21842"
(a/k/a 302 2nd STREET, OCEAN CITY, MARYLAND 21842)**

Under and by virtue of the Power of Sale and Authority contained in a certain Indemnity Construction Deed of Trust from 201 St. Louis Avenue, LLC to Wilmington Savings Fund Society, FSB, dated August 3, 2007, and recorded among the Land Records of Worcester County, Maryland, in Liber S.V.H. No. 4974, Folio 309, default having occurred under the terms thereof, the holder of the indebtedness secured by the Indemnity Construction Deed of Trust, having appointed Kenneth L. Hooper, Substitute Trustee for the Purpose of Foreclosure, by instrument duly executed, acknowledged and recorded among the Land Records of Worcester County, Maryland, in Liber S.V.H. No. 5224, Folio 361, the undersigned Substitute Trustee, at the request of the parties secured hereby, will offer for sale at public auction the below described property, **AT THE COURT HOUSE ENTRANCE OF THE CIRCUIT COURT FOR WORCESTER COUNTY, AT THE COURT HOUSE STEPS, ONE WEST MARKET STREET, SNOW HILL, MARYLAND,**

ON WEDNESDAY, AUGUST 18, 2010, AT 10:00 A.M.

LEGAL DESCRIPTION: ALL that lot or parcel of land lying and being at the northwesterly corner of North 2nd Street and St. Louis Avenue in the Town of Ocean City, in the Tenth Election District of Worcester County, Maryland, having a frontage of 50 feet on the Westerly side of St. Louis Avenue and extending back therefrom along the Northerly side of North 2nd Street an even width of 50 feet for a distance of 142 feet to an alley 16 feet wide; being more particularly designated and distinguished as Lot No. Eight (8) in Block 41 North, on a plat known as "Map of the Property of Sinepuxent Beach Company of Baltimore City, Worcester County, Maryland," which said plat is filed with a Deed from Thomas T. Taber, et al., to the Sinepuxent Beach Company of Baltimore City, which said Deed is dated June 11, 1891, and recorded among the Land Records of Worcester County, Maryland, in Liber F.H.P. No. 1, Folio 550, said plat

being filed among the Plat Records of said County in Plat Book O.D.C. No. 1, Folio 2; and being the same property conveyed unto 201 St. Louis Avenue, LLC, a Maryland Limited Liability Company, by Deed dated January 2, 2004, from Richard Mike, recorded among the Land Records of Worcester County, Maryland, in Liber No. 3983, Folio 32, et seq.

All of the above said property 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 Worcester County, Maryland, affecting same, if any.

IMPROVEMENTS: The above property is identified as 201 St. Louis Avenue, Ocean City, Maryland 21842 and also known as 302 2nd Street, Ocean City, Maryland 21842. It is believed but not represented that the property is improved by a partially completed five (5) level, ten (10) unit, apartment building consisting of parking on the first level and apartment units on levels two through five. It is believed but not represented that no Certificate of Occupancy has been issued by the Town of Ocean City. The aforesaid information was obtained from sources deemed to be reliable but is offered for informational purposes only and the Substitute Trustee does 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, fixtures, equipment and inventory is not of the essence.

PERSONAL PROPERTY: Pursuant to the UCC Security Agreement contained in the above said recorded Indemnity Construction Deed of Trust, the Security Agreement and the Financing Statements recorded among the Land Records of Worcester County, Maryland, and the Financing Records of the State Department of Assessments and Taxation, by and between 201 St. Louis Avenue, LLC, grantor, and Wilmington Savings Fund Society, FSB, Secured Creditor, default having occurred thereunder, the above described property will be sold, together with any fixtures, equipment and inventory located on or at the real property on the date of sale, owned by grantor and subject to the aforesaid Indemnity Construction Deed of Trust, Security Agreement and Financing Statements referenced above. The sale of the aforesaid fixtures, equipment and inventory (to the extent any of the aforesaid exist) is to be a unified sale as provided for in Section 9-604 of the Uniform Commercial Code. The Secured Creditor has no itemized list of the aforesaid equipment, fixtures and inventory and the purchaser is buying whatever equipment, fixtures and inventory owned by grantor that 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 inventory. Secured Creditor makes no representations as to the condition, status, or amount of equipment, fixtures

and inventory. The purchaser shall be responsible for the payment of Maryland Sales Tax, if any, on the purchase price of equipment, fixtures and inventory. 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 Substitute Trustee, the balance of the purchase price to be secured to the satisfaction of the Substitute Trustee. In the event the secured party, 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 Worcester County, Maryland, unless such period is extended by the Substitute Trustee, his successors or assigns, for good cause shown, time being of the essence. In the event the property is purchased by someone other than the secured party, or any of its subsidiaries or related entities, interest shall be paid on the unpaid purchase money at the rate of 9.0% 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 him, the Substitute Trustee 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 Substitute Trustee. 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, improvements and equipment, fixtures, or inventory 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, to the extent any exists, the equipment, fixtures and inventory. In the event that the real property is occupied by tenants/patrons, the Substitute Trustee assumes no responsibility for security deposits or other monies paid by tenants/patrons to anyone. The purchaser is purchasing the property subject to any Worcester County and/or Town of Ocean City Code violations and conditions and any fines related thereto and shall be responsible for abating said violations and conditions, if any, and the payment of said fines related thereto. The purchaser's sole remedy at law or in equity, in the event the

Substitute Trustee is 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 Substitute Trustee, the secured party, or their respective agents, attorneys, employees, successors and assigns. Substitute Trustee and the 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 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 Substitute Trustee, 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 Substitute Trustee, 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. 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 Substitute Trustee to the purchaser at settlement shall be by Substitute Trustee Deed without covenant or warranty. The Substitute Trustee reserves the right to reject any and all bids. Substitute Trustee reserves the right to postpone sale by public announcement at the time and place of sale. If the secured party 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 Substitute Trustee, 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 Substitute Trustee, the secured party, or their respective agents, attorneys, employees, successors 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 Substitute Trustee, 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, 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 Substitute Trustee and the secured party 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, Substitute Trustee, 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 Substitute Trustee, 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, Substitute Trustee
for the Purpose of Foreclosure

Wilmington Savings Fund Society, FSB,
Secured Party

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

The Worcester County Times and The Daily Times:
July 29, 2010; August 5, 2010; and August 12, 2010

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