

**Law Offices of
GEBHARDT & SMITH LLP
One South Street, Suite 2200
Baltimore, Maryland 21202**

**SUBSTITUTE TRUSTEES' SALE OF VALUABLE
REAL PROPERTY GENERALLY KNOWN AS
200, 202 AND 204 SUNBURST HIGHWAY, CAMBRIDGE MD 21613**

Under and by virtue of the power of sale contained in that certain Deed of Trust and Security Agreement (the "Deed of Trust"), dated November 11, 2004, from M & L, LLC (the "Grantor") to Harold S. Robbins and David H. Leonard, Trustees (the "Original Trustees"), recorded among the Land Records of Dorchester County, Maryland (the "Land Records") in Liber 0612, folio 0616, the holder of the indebtedness secured by said Deed of Trust (the "Noteholder"), having subsequently appointed Michael G. Gallerizzo and Jason W. Hardman as Substitute Trustees in the place of the Original Trustees, by Deed of Appointment of Substitute Trustees, dated June 22, 2010, and recorded among the aforesaid Land Records, default having occurred under the terms of said Deed of Trust and at the request of the parties secured thereby, the undersigned Substitute Trustees (the "Trustees") will offer for sale to the highest qualified bidder at a public auction to be held at the Circuit Court for Dorchester County, Maryland, 206 High Street, Cambridge, Maryland, 21613, at the front door of the Court House, on:

**August 30, 2010
at 11:00 a.m.**

ALL OF THAT tract or parcel of land situate, lying and being in Dorchester County, Maryland, together with all improvements thereon, all as more particularly described as follows (collectively, the "Property"):

ALL of those lots, pieces or parcels of land situate, lying and being at the intersection of Maryland Highway No. U.S. Route 50 (also known as Sunburst Highway) and being known and designated as Nos. 200, 202 and 204 Sunburst Highway, in the City of Cambridge, in the Seventh or Cambridge Election District of Dorchester County, Maryland, and being described as follows:

**PARCEL NO. 1
200 SUNBURST HIGHWAY**

ALL of that lot or parcel of land situate in the aforesaid City, County and State, being Lot Nos. 105 and 106 on the Plat of "Rose Hill" which said Plat is filed for record in No. 4212 Chancery, in the Circuit Court for Dorchester County, Maryland, the lots or parcels of land hereby conveyed being more particularly described as one entire parcel of land as follows:

BEGINNING for the outlines of the same at a concrete boulder planted in the ground at the point of intersection of the East side of Sunburst Highway with the South side of Maryland Avenue, and from thence (1) running along and with the South side of Maryland Avenue, in an eastward direction, 150 feet to the divisional

line between the land hereby conveyed and Lot No. 145, as shown upon said Plat; thence (2) running in a Southerly direction and binding with said Lot No. 145, 96 feet, more or less, to an iron pipe, at the end of the second and the beginning of the third courses, in a deed unto Irvin F. Cannon from James F. Jones and Lucy L. Jones, his wife, dated the 31st day of December, 1945, and recorded among the Land Records of Dorchester County, Maryland, in Liber R.S.M. No. 56, folio 610, said land now being owned by Anton Alphonse Lucht and Helene M. Lucht, his wife; thence (3) running in a Westerly direction, 150 feet, binding with the third course of said deed, to an iron pipe driven in the ground on the Eastward side of Sunburst Highway; and thence (4) running in a Northerly direction, 110 feet, binding with the Eastward side of Sunburst Highway, to the place of beginning. SAVING AND EXCEPTING that portion of the property describe in said deed which was conveyed to the State of Maryland by deed dated March 19, 1987, and recorded among the aforesaid Land Records in Liber P.L.C. No. 244, folio 482.

PARCEL NO. 2
202 AND 204 SUNBURST HIGHWAY

ALL of that lot or parcel of land situate in the aforesaid City, County and State, which according to a plat prepared by D.C. Kirby, Jr., Surveyor, dated March 1969, and entitled "Plat Showing Two Parcels of Land Surveyed for Burger Chef Systems", said land hereby conveyed being designated Parcel No. 2 thereon, is more fully described as follows:

BEGINNING for the outlines of the same at an iron pipe planted on the Eastward edge of Sunburst Highway, on the state road right of way line, at the Northwest corner of the property of P. Smith Rue acquired by deed recorded among the Land Records of Dorchester County under Liber P.L.C. No. 140, folio 31, said point of beginning being also distant 210 feet in a South 21 degrees 00 minutes West direction from an iron rod planted on said right of way line at the intersection of the Eastward side of Sunburst Highway and the Southward side of Maryland Avenue and from said place of beginning (1) running and binding the land of P. Smith Rue South 69 degrees 13 minutes East a distance of 150 feet to an iron rod planted at the Northeast corner of the said P. Smith Rue land and on the line dividing this property from the land of Irving S. Green; thence (2) running and binding land of Irving S. Green as well as lands owned by William F. Hubbard North 21 degrees 00 minutes East 100 feet to a boulder there planted; thence (3) North 69 degrees 13 minutes West 150 feet to the right of way line on the Eastward side of Sunburst Highway (U.S. Route 50); thence (4) running and binding said right of way line South 21 degrees 00 minutes West 100 feet to the point or place of beginning, containing 15,000 square feet, and being all of Parcel No. 2 as laid down on the plat first hereinbefore mentioned.

BEING the same land and property conveyed unto M & L, LLC, by John R. Knox, Jr., by deed dated June 28, 2000, and recorded among the Land Records of Dorchester County, Maryland, in Liber 428, folio 741, on June 28, 2000.

TERMS OF SALE: The Property will be offered for sale as an entirety. A deposit in the amount of Fifty Thousand Dollars (\$50,000.00), payable in cash or by certified check, will be required of the purchaser at the time and place of sale. Within ten (10) days after the date of the sale, the purchaser shall increase such deposit(s) to an amount that is equal to ten percent (10%) of the full amount bid by such purchaser for the Property. 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 in cash or by certified check within twenty (20) days following final ratification of the sale by the Circuit Court for Dorchester County, Maryland. Time is of the essence. If ratification or settlement is delayed for any reason there shall be no abatement of interest. In the event 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 deliver a deposit to the Trustees or to pay interest on the unpaid purchase money. The Trustees reserve the right to reject any and all bids, to extend the time for settlement, and to withdraw the Property from sale for any reason and at their sole discretion. 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 Trustees.

All taxes, assessments, water, county or municipality charges, other fees and charges, and senior liens that are owed against the Property shall be the sole responsibility of the purchaser and shall be paid by the purchaser at settlement. In addition, the cost of all documentary stamps, recordation fees and taxes, document preparation costs, transfer taxes, title examination costs, attorneys' fees and all other costs associated with conveying the Property to the purchaser shall be the sole responsibility of the purchaser and shall be paid for by the purchaser at settlement.

The Property is 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 Property or the improvements thereon (if any). The Property is also being sold subject to all senior liens and encumbrances that are not extinguished by operation of law by the foreclosure sale of the Property and subject to all easements, equitable servitudes, conditions, rights of way, restrictions, rights of redemption, covenants, declarations and restrictions of record affecting the same. Furthermore, the Property is being sold subject to all existing housing, building and zoning code violations, critical area and wetland violations, environmental problems, conditions or hazards which may exist on or with respect to the Property and such state of facts that an accurate survey or physical inspection of the Property might disclose.

The purchaser at the foreclosure sale shall assume the risk of loss for the Property immediately after the sale takes place. It shall be the responsibility of the purchaser to obtain possession of the Property following final ratification of the sale by the Circuit Court for Dorchester County, Maryland and conveyance of the Property by the Trustees to the purchaser.

In the event the purchaser fails to go to settlement as required, in addition to any other legal or equitable remedies available to the Trustees, the Trustees may, without further order of the court, declare the aforementioned deposit forfeited and resell the Property at the sole risk and expense of the purchaser. In such event, the defaulting purchaser shall be liable for the payment of any deficiency in the purchase price sustained by the Trustees and/or the Noteholder, all costs and

expenses of both sales, reasonable attorneys' fees, and any other damages sustained by the Trustees and/or the Noteholder, including, without limitation, all incidental damages.

If the Trustees are unable to convey the Property as described above, the sole remedy at law or in equity of the purchaser shall be limited to a refund of the aforementioned deposit, 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 Trustees, the Noteholder or the Auctioneer conducting the sale of the Property.

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 it is offered for informational purposes only. The Auctioneer, the Noteholder and the Trustees do not make any representations or warranties with respect to the accuracy of this information.

Michael G. Gallerizzo
Jason W. Hardman,
Substitute Trustees

For further information, please contact:
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