

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. 09-C-09-016564
CIRCUIT COURT FOR DORCHESTER COUNTY**

**TRUSTEE'S SALE OF VALUABLE IMPROVED
COMMERCIAL REAL PROPERTY KNOWN AS
"404 WASHINGTON STREET, CAMBRIDGE, MARYLAND"**

Under and by virtue of the Power of Sale and Authority contained in a certain Indemnity Deed of Trust from Power Play, LLC to Wilmington Trust Company, dated September 22, 2006, and recorded among the Land Records of Dorchester County, Maryland, in Liber M.L.B. No. 766, Folio 149, default having occurred under the terms thereof, the holder of the indebtedness secured by the Indemnity 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 Dorchester County, Maryland, in Liber M.L.B. No. 901, Folio 109, the undersigned Trustee, at the request of the Beneficiary, will offer for sale at public auction the below referenced property, **AT THE COURT HOUSE ENTRANCE OF THE CIRCUIT COURT FOR DORCHESTER COUNTY, AT THE COURT HOUSE STEPS, 206 HIGH STREET, CAMBRIDGE, MARYLAND,**

ON WEDNESDAY, OCTOBER 14, 2009, AT 1:30 P.M.

LEGAL DESCRIPTION: All that lot, piece or parcel of land situate, lying and being on the south side of Washington Street, known as 404 Washington Street, in the City of Cambridge, in the Seventh or Cambridge Election District of Dorchester County, Maryland, containing 0.559 acres of land, more or less, as shown and laid down on that certain plat entitled "Boundary Survey on the Lands of Carl D. Hughes, et al," prepared by Lane Engineering, Inc., dated December 17, 2003 and recorded among the Plat Records of Dorchester County, Maryland, in Plat Liber No. 49, Folio 167, and more particularly described in accordance with a legal description thereof, as follows: BEGINNING for the same at a Star Drill Hole set; said Star Drill Hole being the northeasterlymost corner of the herein described land; said Star Drill Hole also being the northwesterlymost corner of the land of Fred W. Cornish and Thelma L. Cornish (Liber 457, Folio 711); said Star Drill Hole also being on the southerly side of a concrete sidewalk on the southerly side of the public road which leads from U.S. Route 50 to Hudson, known as Washington Street (Maryland Route 343); and from said place of

beginning running by and with the Fred W. Cornish and Thelma L. Cornish land (1) South 20 degrees 00 minutes 00 seconds West, 140.96 feet to an Iron Rod set and Lot 212 as shown on a plat entitled "Robbins Street Homes" and recorded in the Land Records of Dorchester County, Maryland, in Plat File 2/11; thence by and with the plat entitled "Robbins Street Homes" the following three courses and distances (2) North 74 degrees 50 minutes 00 seconds West, 86.58 feet to a Fence Post; thence (3) South 20 degrees 00 minutes 00 seconds West, 18.00 feet to an Iron Rod set; thence (4) North 74 degrees 50 minutes 00 seconds West, 60.00 feet to an Iron Rod set and the lands of Daniel J. Swafford, Jr. and Constance A. Swafford (Liber 349, Folio 823); thence by and with the Daniel J. Swafford, Jr. and Constance A. Swafford land the following three courses and distances (5) North 17 degrees 20 minutes 40 seconds East, 69.21 feet to a 60d Nail set in a tree root; thence (6) North 70 degrees 50 minutes 00 seconds West, 15.00 feet to an Iron Rod set; thence (7) North 20 degrees 00 minutes 00 seconds East, 100.00 feet to a Star Drill Hole set and the southerly side of the aforementioned concrete sidewalk and Washington Street; thence by and with the said Washington Street (8) South 70 degrees 50 minutes 00 seconds East, 164.28 feet to the place of beginning, containing 0.559 acres of land, more or less; and being the same property conveyed unto Power Play, LLC by Deed from Carl D. Hughes and Terri E. Hughes, his wife, and Jacob F. Frego and Marian A. Frego, his wife, dated December 29, 2003, and recorded among the Land Records of Dorchester County, Maryland, in Liber M.L.B. No. 558, Folio 218.

All of the 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 Dorchester County, Maryland, affecting same, if any.

The above property will be sold subject to a first Mortgage from Power Play, LLC, to Carl D. Hughes and Terri E. Hughes, his wife, and Jacob F. Frego and Marian A. Frego, his wife, dated December 29, 2003, and recorded among the Land Records of Dorchester County, Maryland, in Liber M.L.B. No 558, Folio 225, the outstanding balance of which will be announced at the time of sale, if made available to the Trustee.

IMPROVEMENTS: The above property is improved by a one story block building purported to be 6,131 square feet, more or less, in size, constructed on a concrete slab with partial glass storefront. The aforesaid information was obtained from sources deemed to be reliable but is offered for informational purposes only and the 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 and fixtures is not of the essence.

TERMS OF SALE: A deposit of Fifteen Thousand Dollars (\$15,000.00) 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 Trustee, the balance of the purchase price to be secured to the satisfaction of the Trustee. In the event the holder of the indebtedness secured by the Indemnity Deed of Trust, 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 Dorchester County, Maryland, unless such period is extended by the 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 holder of the indebtedness secured by the Indemnity Deed of Trust, or any of its subsidiaries or related entities, interest shall be paid on the unpaid purchase money at the rate of 5.25% 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 him, the 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 Trustee. The purchaser shall not be entitled to any surplus proceeds or profits resulting from any resale of the property. The real 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 fixtures 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. In the event that the real property is occupied by tenants/patrons, the Trustee assumes no responsibility for security deposits or other monies paid by tenants/patrons to anyone. The purchaser is purchasing the subject property subject to any Dorchester County and/or City of Cambridge 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 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 Trustee, or his respective agents, attorneys, employees, successors

and assigns. Trustee makes no warranties, expressed or implied, as to the use, zoning or habitability condition of the building(s) 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 Trustee, 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 Trustee, 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 Trustee to the purchaser at settlement shall be by Trustee Deed without covenant or warranty. The Trustee reserves the right to reject any and all bids. Trustee reserves 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 Deed of Trust or any of its subsidiaries or affiliates is the successful bidder, it shall be exempt from the terms of sale set forth herein. The holder of the indebtedness shall be permitted to bid at sale. The contract of sale between the 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 Trustee, the holder of the indebtedness, 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 Trustee, the holder of the indebtedness, 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 Trustee and/or the holder of the indebtedness 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, 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 Trustee, 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, Substitute
Trustee for the Purpose of Foreclosure

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

The Daily Banner: September 25, 2009; October 2, 2009; and October 9, 2009

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