

Shapiro, Sher, Guinot & Sandler  
250 W. Pratt Street, 20th Floor  
Baltimore, Maryland 21201  
410-385-0202

**SUBSTITUTE TRUSTEES' AUCTION**

**BERLIN**

**Two story residential home featuring approximately 3,221 Sq. Ft. +/- of living area and approximately 21,194 Sq. Ft. +/- property land area.**

*Sale On Premises*

**200 S. MAIN STREET**

Berlin, Maryland 21811

**FRIDAY, APRIL 8, 2016**

**AT 11:00 A.M.**

Under and by virtue of the power of sale contained in a certain Deed of Trust dated April 14, 2005 (the "Deed of Trust"), from Robert D. Bontz and Maruita H. Bontz, Trustees of The Bontz Family Revocable Living Trust dated May 6, 1999 to William C. Tarpenning and Dorothy E. Lobdell, as Trustee, and recorded among the Land Records of Worcester County (the "Land Records") at Liber 4408, Folio 505, the holder of the indebtedness secured thereby having appointed Scott W. Foley, Esq. and Joseph A. Pulver, Esq. to act as Substitute Trustees, in place and stead of the aforementioned Trustees, by Deed of Appointment of Substitute Trustees dated July 13, 2015, which was recorded among the Land Records at Liber 6601, Folio 154, default having occurred under the terms of the Deed of Trust and at the request of the party secured thereby, the Substitute Trustees will sell at Public Auction, on the premises, the following:

All that fee simple lot of ground and the improvements thereon, situate and lying in Worcester County, State of Maryland and being more fully described in the above-referenced Deed of Trust, a copy of which can be obtained from the Substitute Trustees; lot size 21,194 SF, more or less.

The property is believed to be improved by a two story home. According to published tax records, the home was built in 1850 and contains 3,221 square feet of living area.

**NOTE:** The information contained herein and available on the Auctioneer's web site has been obtained from sources deemed reliable and is believed to be substantially accurate, but is offered for informational purposes only. However, the Auctioneers, the Substitute Trustees, and the party secured by the Deed of Trust do not make any representations or warranties with respect to the accuracy of the information contained herein or in any of the information and materials made available to prospective purchasers and no express or implied warranties or representations may be inferred. All dimensions, square footage, acreage and other measurements, if any, are approximate. Building area shown is gross building area and approximate. A lien sheet may be available to prospective purchasers prior to the auction, which shall be made without express or implied warranty. Prospective purchasers are encouraged to perform their own due diligence, in advance of the auction, regarding the property, existing structures and improvements thereon and the permitted uses thereof.

**TERMS OF SALE:** A \$7,500 deposit, payable by certified check or cashier's check, will be required of the purchaser at time and place of sale. The deposit shall be increased to 10% of the purchase price within 48 hours at the Substitute Trustees' office. The holder of the indebtedness, if a bidder at the sale, shall not be required to post a deposit. Balance to be paid

in immediately available funds at settlement, which shall take place within ten (10) business days following final ratification of the sale by the Circuit Court for Worcester County at the offices of the Substitute Trustees. If payment of the balance does not take place within the specified time, in addition to any other legal or equitable remedies available to the Substitute Trustees and party secured by the Deed of Trust, the deposit shall be forfeited and the property may be resold at the risk and expense of the purchaser. The defaulting purchaser shall not be entitled to any surplus proceeds or profits resulting from any resale of the property. In the event the property is purchased by someone other than the party secured by the Deed of Trust, interest to be charged on the unpaid purchase money, at the rate stated in the Note executed in connection with the foreclosed Deed of Trust, from date of sale to date of settlement. If settlement is delayed for any reason, there will be no abatement of interest. The property will be sold in "AS IS" condition with "ALL FAULTS", and without any recourse, representations, or warranties, express or implied, as to the nature, condition, value, use or description of the property or the improvements thereon. The purchaser is responsible for, and the property is sold subject to, any and all environmental violations, matters, problems, conditions or hazards, whether latent or observable, if any, that may exist at or affect or relate to the property and to any governmental requirements affecting the same, nuisances, violation notices, building code violations, zoning code violations, critical area and wetland violations, encumbrances, easements, equitable servitudes, conditions, rights of way, restrictions, rights of redemption, covenants, declarations, agreements, and restrictions of record affecting the property that are not extinguished by operation of law by the sale. In addition, the property is being sold subject to such state of facts that an accurate survey or physical inspection of the property might disclose. Purchaser shall be responsible for obtaining physical possession of the property and assumes the risk of loss or damage to the property from the date of sale forward. The purchaser waives and releases the Substitute Trustees, the holder of the indebtedness, the Auctioneers, and their respective agents, successors and assigns from any and all claims the purchaser and/or its successors and assigns may now have or may have in the future relating to the condition of the property, including but not limited to the environmental condition thereof. If the Substitute Trustees are unable to convey good and marketable title, the purchaser's sole remedy in law or equity shall be limited to the refund of the deposit. Upon refund of the deposit this sale shall be null and void and of no effect, and the purchaser shall have no further claim against the Substitute Trustees, the holder of the indebtedness or Auctioneers. All taxes, ground rent, water and sewer, homeowner association charges, and all other public and private charges and assessments including, without limitation, paving, sanitary and/or metropolitan district charges due or payable at the time of settlement shall be borne by the purchaser and paid for by the purchaser at settlement. In addition, all recordation costs, transfer taxes and all other costs incident to settlement to be paid by the purchaser at settlement. Notwithstanding anything contained herein to the contrary, the Substitute Trustees are not imposing a requirement on the purchaser to pay additional legal fees incurred by the Substitute Trustees associated with the settlement (including, fees for any attorney who reviews settlement documents on behalf of the Substitute Trustees). The cost of any supplemental foreclosure bond, if required, following the sale shall be borne by the purchaser. The conveyance of the property by the Substitute Trustees shall be by Substitute Trustees' Deed without covenant or warranty. Time shall be of the essence for the purchaser.

Authority to cancel this sale rests solely with the Substitute Trustees and/or the Auctioneer. Prospective buyers should disregard all other statements and comments made by any other person or entity regarding minimum bids, pricing and cancellations of the sale. Additional terms may be announced at the time of sale. The Substitute Trustees reserve: (1) the right to accept or reject any or all bids; (2) the right to modify or waive the requirements for bidders' deposits and terms of sale and/or settlement; (3) the right to withdraw the property from the sale before acceptance of the final bid; and (4) the right to cancel or postpone the sale.

**Scott W. Foley and Joseph A. Pulver,  
Substitute Trustees  
410-385-0202**

**Doug Marshall, Auctioneer  
Allen & Marshall Auctioneers  
410-835-0384**