

**Charles R. Dashiell, Jr. and Kenneth L. Hooper,
Trustees 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-14-001501
CIRCUIT COURT FOR WORCESTER COUNTY**

**TRUSTEES' SALE OF VALUABLE
IMPROVED REAL PROPERTY KNOWN AS
"206 E. MARKET STREET, SNOW HILL, MARYLAND 21863"**

Under and by virtue of the Power of Sale and Authority contained in a certain Refinance Deed of Trust from Shawn R. Adkins to Charles R. Dashiell, Jr. and Kenneth L. Hooper, Trustees for the benefit of First Shore Federal Savings and Loan Association, dated February 13, 2006, and recorded among the Land Records of Worcester County, Maryland, in Liber S.V.H. No. 4652, Folio 223, as modified by a Modification Agreement by and between First Shore Federal Savings and Loan Association and Shawn R. Adkins, dated February 11, 2009, and recorded among the Land Records of Worcester County, Maryland, in Liber S.V.H. No. 5216, Folio 84, default having occurred under the terms thereof, the Trustees will offer for sale at public auction the below referenced property **AT THE COURT HOUSE ENTRANCE OF THE CIRCUIT COURT FOR WORCESTER COUNTY, AT THE COURT HOUSE STEPS, LOCATED AT ONE WEST MARKET STREET, SNOW HILL, MARYLAND 21863.**

ON WEDNESDAY, JUNE 10, 2015, AT 10:00 A.M.

DESCRIPTION: ALL that lot or parcel of land lying and being situate on the southeasterly side of Market Street in the Town of Snow Hill, Worcester County, Maryland, which is more particularly described as follows: BEGINNING for the same at a stake driven in the ground on the southeasterly line of Market Street, which said point of beginning is South 61 degrees West 100 feet from an iron fence post at the intersection of the southeasterly line of Market Street with the southwesterly line of Bay Street, which said point of beginning is at the end of the third line of the description of the property conveyed by Item 2 of a Deed to Harry W. Ward and wife from Clay E. Dennis and wife dated March 23, 1945, and recorded among the Land Records of Worcester County in Liber C.W.N. Jr. No. 1, Folio 130 et seq., and from said point of beginning running by and with the third line reversed of the property described in Item 2 of said Deed to the said Harry W. Ward and wife South 29 degrees East the distance of 137.8 feet to a stake driven in the ground at the end of the second line of the description of the property conveyed by Item 2 of said Deed; thence running South 55 degrees 08 minutes West 60.3 feet to a stake driven in the ground; thence running North 29 degrees West in a line parallel with the first line of this description the distance of 144.1 feet to a stake driven in the ground on the southeasterly line of said Market Street; and

thence running by and with the southeasterly line of said Market Street and binding thereon North 61 degrees East the distance of 60 feet to the place of beginning; and being the same property conveyed unto Shawn R. Adkins by Deed from Elizabeth A. Adkins, dated December 16, 2002, and recorded among the Land Records of Worcester County, Maryland, in Liber S.V.H. No. 3538, Folio 120.

IMPROVEMENTS: The above described property is believed to be improved by a one-story ranch style, 2 bedrooms, 1 bathroom, residential home containing approximately 1,152 square feet, more or less. Trustees make no representations as to the accuracy of the aforesaid or the building's compliance with building codes.

TERMS OF SALE: A deposit of Five Thousand Dollars (\$5,000.00) will be required of the purchaser. 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 Trustees, the balance of the purchase price to be secured to the satisfaction of the Trustees. 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 Trustees, their 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 Deed of Trust, or any of its subsidiaries or related entities, interest shall be paid on the unpaid purchase money at the rate of 6.125% 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 them, the Trustees 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 Trustees. 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 and improvements 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 property. In the event that the property is occupied by tenants/patrons, the Trustees assume no responsibility for security deposits or other monies paid by tenants/patrons to anyone. The purchaser is purchasing the subject property subject to any Worcester County 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 Trustees are 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 Trustees or their respective agents, attorneys, employees, successors and assigns. Trustees make no warranties, expressed or implied, as to the use, zoning or habitability condition of the premises on the 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 Trustees, the holder of the indebtedness, nor the Auctioneer shall be responsible for any federal, state or county environmental violations, if any exist. Neither the Trustees, 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 Trustees to the purchaser at settlement shall be by Trustees Deed without covenant or warranty. The Trustees reserve the right to reject any and all bids. The Trustees reserve the right to postpone sale by public announcement at the time and place of sale. The Trustees reserve the right to modify or waive the requirements for bidder's deposits and terms of sale and/or settlement. If the holder of the indebtedness secured by the 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, including the requirement for a deposit. The holder of the indebtedness secured by the Deed of Trust shall be permitted to bid at sale. The contract of sale between the Trustees, as seller, and the purchaser (the "Contract of Sale") shall include, by reference, all the terms and conditions contained herein, as well as such other terms the Trustees deem necessary and appropriate. Purchaser shall be responsible for registering the acquisition of the property within thirty (30) days of the above referenced foreclosure auction. 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. **NOTE:** The information contained herein was obtained from sources deemed to be reliable, but is offered for informational purposes only. The Trustees, 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. **For information, please contact Charles R. Dashiell, Jr., Trustee or Kenneth L. Hooper, Trustee, at (410) 749-5144, or Allen & Marshall Auctioneers and Appraisers, LLC at (410) 835-0384.**

Charles R. Dashiell, Jr.
Kenneth L. Hooper
Trustees for the Purpose of Foreclosure

Auctioneer: Allen & Marshall Auctioneers and Appraisers, LLC

The Worcester County Times: May 21, 2015; May 28, 2015; and June 4, 2015

F:\Users\dp\39162PublicNotice