

PUBLIC NOTICE

**Kenneth L. Hooper, Assignee 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 001378 FC
CIRCUIT COURT FOR WORCESTER COUNTY**

**ASSIGNEE'S SALE OF VALUABLE CONDOMINIUM UNIT
"BAYSIDE PROFESSIONAL CENTER CONDOMINIUM,
UNIT 12621-5 (a/k/a UNIT 5, BUILDING A),
12621 SUNSET AVENUE, OCEAN CITY, MARYLAND 21842 a/k/a
12621-12629 SUNSET AVENUE, OCEAN CITY, MARYLAND 21842
(Tax Account No. 10-715482)"**

Under and by virtue of the Power of Sale and Authority contained in a certain Money Loaned Mortgage from Michael J. Rutledge and David J. Laubach to Melvin Victor Ross and Barbara Ann Ross, Co-Trustees under Revocable Trust Agreement of Melvin Victor Ross and Barbara Ann Ross dated October 15, 1997, said Money Loaned Mortgage being recorded among the Land Records of Worcester County, Maryland, in Liber S.V.H. No. 4649, Folio 328, said Money Loaned Mortgage having been assigned to Barbara Ann Ross, Trustee under that certain Revocable Deed of Trust dated June 2, 2005, with Barbara Ann Ross as Settlor and Barbara Ann Ross as Trustee, her successors in trust and assigns, by Assignment of Mortgage, dated February 1, 2008, and recorded among the Land Records of Worcester County, Maryland, in Liber S.V.H. No. 5098, Folio 483, and by Confirmatory Assignment of Mortgage, dated October 20, 2014, and recorded among the Land Records of Worcester County, Maryland, in Liber S.V.H. No. 6450, Folio 358, said Mortgage being modified by that Mortgage Modification Agreement dated February 1, 2008, and recorded among the Land Records of Worcester County, Maryland, in Liber S.V.H. No. 5098, Folio 485, and after default having occurred under the terms thereof, said Money Loaned Mortgage having been assigned to Kenneth L. Hooper, Assignee for the Purpose of Foreclosure, by Assignment of Money Loaned Mortgage, dated October 23, 2014, and recorded among the Land Records of Worcester County, Maryland, in Liber S.V.H. No. 6451, Folio 001, the undersigned Assignee, at the request of the holder of the indebtedness, will offer for sale at public auction the below referenced unit **AT THE SUBJECT PROPERTY LOCATED AT BAYSIDE PROFESSIONAL CENTER CONDOMINIUM, UNIT 12621-5 (a/k/a UNIT 5, BUILDING A), 12621 SUNSET AVENUE, OCEAN CITY, MARYLAND 21842 a/k/a 12621-12629 SUNSET AVENUE, OCEAN CITY, MARYLAND 21842**

ON WEDNESDAY, JUNE 17, 2015, AT 12:25 P.M.

LEGAL DESCRIPTION (Tax Account #10-715482): All that property lying and being situate in the Tenth Tax District of Worcester County, Maryland, being more particularly designated and distinguished as Condominium Unit No. 12621-5 in "Bayside Professional Center Condominium," together with an undivided percentage interest in the common elements thereof, as established pursuant to a Condominium Declaration and By-Laws made by Burbage Properties, Inc., dated November 29, 2004, and recorded among the Land Records of Worcester County, Maryland, in Liber S.V.H. No. 4304, Folio 252, et seq., and re-recorded in Liber S.V.H. No. 4314, Folio 118, et seq.; and pursuant also to the several Condominium Plats described in said Condominium Declaration and recorded among the aforesaid Land Records in Plat Book S.V.H. No. 194, Folio 2, et seq. and being the same property conveyed unto Michael J. Rutledge and David J. Laubach by Deed from Burbage Properties, Inc., dated January 17, 2005, and recorded among the Land Records of Worcester County, Maryland, in Liber S.V.H. No. 4342, Folio 334.

IMPROVEMENTS: The above condominium unit consists of a one story commercial warehouse condominium unit as reflected on the aforesaid condominium plat. It is believed that the aforesaid condominium unit is approximately 941 square feet. The aforesaid information was obtained from sources deemed to be reliable but is offered for informational purposes only and the Assignee 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 equipment is not of the essence.

All of the above said property described above being conveyed **TOGETHER WITH** the improvements and fixtures thereon and the rights and appurtenances thereto belonging or appertaining and particularly the rights in common with others in the common elements of the aforesaid condominium and all other rights and privileges of a unit owner in said condominium. **SUBJECT**, however, to the obligations of such owner as more particularly set forth in the Condominium Declaration and related documents 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.

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 Assignee, the balance of the purchase price to be secured to the satisfaction of the Assignee. In the event the holder of the indebtedness secured by the Money Loaned Mortgage, 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 Assignee, 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 Money Loaned Mortgage, or any of its subsidiaries or related entities, interest shall be paid on the unpaid purchase money at the rate of 7.00% 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 Assignee 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 Assignee. 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 property 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/condominium 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 Assignee 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 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 Assignee 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 Assignee or his agents, attorneys, employees, successors and assigns. Assignee makes no warranties, expressed or implied, as to the use or zoning of the property or the habitability condition of the property. There are no warranties as to the condominium units' 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 Assignee, 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 Assignee, 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 Assignee to the purchaser at settlement shall be by Assignee Deed without covenant or warranty. The Assignee reserves the right to reject any and all bids and to withdraw all or any part of the property from the sale. Assignee 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 Money Loaned Mortgage 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 Assignee, 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 Assignee, 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 Assignee, 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, Compensations 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 Assignee and/or the holder of the indebtedness from 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, Assignee, at (410) 749-5144, or Allen & Marshall Auctioneers and Appraisers, LLC at (410) 835-0384.

NOTE: The information contained herein was obtained from sources deemed to be reliable, but is offered for informational purposes only. The Assignee, 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
Assignee for the Purpose of Foreclosure

Auctioneer: Allen & Marshall Auctioneers and Appraisers, LLC (410) 835-0384

Worcester County Times: May 28, 2015; June 4, 2015; and June 11, 2015

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