

**Law Offices of
Gebhardt & Smith LLP
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Suite 2200
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**MORTGAGE ASSIGNEES' SALE OF APPROXIMATELY
1.9324 +/- ACRES OF COMMERCIALY ZONED VACANT LAND IN
CECIL COUNTY, MARYLAND AND GENERALLY KNOWN AS WEST OLD
PHILADELPHIA ROAD, NORTH EAST, MARYLAND 21901**

Under and by virtue of the power of sale contained in that certain Mortgage, dated November 24, 2008, executed and delivered by KST, LLC and recorded among the Land Records of Cecil County, Maryland in Liber 2582, Folio 041, as the same was assigned pursuant to and as more particularly described in an Assignment of Mortgage, dated October 18, 2013, and recorded among the aforementioned Land Records in Liber 3493, Folio 446, and further assigned pursuant to and as more particularly described in an Assignment of Mortgage, dated October 25, 2013 and recorded among the aforementioned Land Records in Liber 3498, Folio 0087 (collectively, the "Mortgage"), the holder of the indebtedness secured by said Mortgage (the "Noteholder") having subsequently assigned the Mortgage to Michael C. Bolesta and Richard A. DuBose for the limited purpose of exercising the power of sale contained therein pursuant to and as more particularly described in an instrument duly executed, acknowledged and recorded among the Land Records of Cecil County, Maryland, default having occurred under the terms of said Mortgage and at the request of the parties secured thereby, the undersigned Mortgage Assignees (collectively, the "Mortgage Assignees") will offer for sale at public auction on the front steps of the Circuit Court for Cecil County, 129 E. Main Street, Elkton, Maryland 21921, on:

**Thursday, April 30, 2015
at 1:40 p.m.**

ALL OF THAT property being situate in Cecil County, Maryland, and any improvements thereon (collectively, the "Property"), and being more particularly described as follows:

All that property being more particularly described in that certain Deed by and between Robert J. Hodge and KST, LLC dated October 3, 2008 and recorded among the Land Records of Cecil County in Liber 2554, folio 664.

Being the same Property described as Add-on Parcel A" containing 1.5119 acres +/-; and "Add-on Parcel C" containing 0.4205 acres +/-; as shown on a plat entitled "Add-On Minor Subdivision Plan for Lands of KST, LLC and Robert J. Hodge" which plat is recorded among the Land Records of Cecil County in PC No. 1111, folio 6.

Subject to the reservation unto Robert J. Hodge, his heirs, successors and assigns, of an 80 foot wide easement for ingress, egress and regress over a parcel entitled "Add-On Parcel C" as shown on a plat entitled "Add-On Minor Subdivision Plan for Lands of KST, LLC and Robert J. Hodge" which plat is recorded among the Land Records of Cecil County in PC No. 1111, folio 6.

The improvements thereon being known as approximately 1.9324 +/- acres, West Old Philadelphia Road, North East, Maryland 21901, tax identification number 05-114802.

The Property is believed to consist of approximately 1.9324 +/- acres of raw wooded land. The Property is believed to be zoned BG (Business General), which is designed to provide for commercial uses, activities and combinations thereof of a general nature including retail, wholesale, and business intended to service an area of several local communities. The Property is situated northwest of Old Philadelphia Road (between Old Philadelphia Road and Pulaski Highway) in the North East area of Cecil County. **The Property will be sold immediately following the foreclosure sale of an adjacent 34.1146 +/- acre parcel that is believed to share the same tax identification number.**

TERMS OF SALE: A deposit in the amount of Five Thousand Dollars (\$5,000.00), payable in cash, certified check or other form acceptable to the Mortgage Assignees, will be required of the purchaser(s) at the time and place of sale. The successful bidder will be required to increase the deposit to ten percent (10%) of the bid amount within five (5) business days of the date of sale by delivering certified funds to the Mortgage Assignees. The balance of the purchase price shall be due at settlement in cash or by certified check with interest on the unpaid balance of the purchase price at the rate of ten percent (10%) per annum from the date of sale to and including the date of settlement. In the event the beneficiary under the Mortgage, or an affiliate thereof, is the successful bidder at the sale, such party will not be required to make a deposit, pay a buyer's premium or to pay interest on the unpaid purchase money. Taxes, water and all other municipal charges and liens owed against the Property that are not otherwise extinguished as a matter of law as a result of the foreclosure sale shall be the responsibility of the purchaser and shall be paid by the purchaser at settlement. The Mortgage Assignees reserve the right to reject any and all bids, and to extend the time for settlement, at their discretion.

The Property will be sold in an "AS IS" condition and without any warranties or representations, either express or implied, as to the nature, condition or description of the improvements. In addition, the Property will also be sold subject to all existing housing, building and zoning code violations, subject to all critical area and wetland violations, subject to all environmental problems and violations which may exist on or with respect to the Property, and subject to all matters and restrictions of record affecting the same, if any. The purchaser at the foreclosure sale shall assume the risk of loss for the above-referenced Property immediately after the sale takes place. It shall be the purchaser's responsibility to obtain possession of the Property following ratification of the sale by the Circuit Court for Cecil County, Maryland and conveyance of the Property by the Mortgage Assignees to the purchaser. The Property will be sold subject to all senior liens and encumbrances that are not extinguished by operation of law or by the foreclosure sale of the Property and subject to all easements, conditions, restrictions, rights of redemption, covenants, such state of facts that an accurate survey or physical inspection of the Property might disclose, and agreements of record affecting the Property.

The purchaser shall pay at settlement all state and local transfer taxes, documentary stamps, recordation taxes and fees, title examination costs, attorneys' fees, conveyance fees and all other incidental settlement costs. The purchaser shall settle and comply with the sale terms within twenty (20) days following the final ratification of sale by the Circuit Court for Cecil County, Maryland, unless said period is extended by the Mortgage Assignees for good cause shown. Time is of the

essence. Settlement shall be held at the offices of Gebhardt & Smith LLP, One South Street, Suite 2200, Baltimore, Maryland 21202.

In the event the purchaser fails to go to settlement as required, in addition to any other legal or equitable remedies available to them, the Mortgage Assignees may, without further order of the court, declare the aforementioned deposit forfeited and resell the Property at the purchaser's risk and expense. In such event, the defaulting purchaser shall be liable for the payment of any deficiency in the purchase price, all costs and expenses of both sales, reasonable attorneys' fees, all other charges due, and incidental damages. In the event a resale of the Property results in a sale in excess of the amount originally bid by the defaulting purchaser, the defaulting purchaser waives any and all claims, rights and interest to any such excess amount and shall not be entitled to any distribution whatsoever from the resale proceeds. The parties' respective rights and obligations regarding the terms of sale and the conduct of the sale shall be governed by and interpreted according to the laws of the State of Maryland.

If the Mortgage Assignees are unable to convey the Property as described above, the purchaser's sole remedy at law or in equity shall be limited to the refund of the aforementioned deposit, without interest thereon. Upon refund of the deposit to the purchaser, the sale shall be void and of no effect, and the purchaser shall have no further claim against the Mortgage Assignees or the Noteholder.

The information contained herein was obtained from sources deemed to be reliable, but is offered for informational purposes only. The Auctioneer, the Noteholder and the Mortgage Assignees do not make any representations or warranties with respect to the accuracy of this information.

Michael C. Bolesta and Richard A. DuBose,
Mortgage Assignees

For further information, contact:
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