

**COURT-ORDERED TRUSTEES' SALE
OF WICOMICO RIVERFRONT FARM**

**4898 Cooper Road
Eden, MD 21822**

Pursuant to an Order For Sale In Lieu Of Partition dated May 12, 2014 by the Circuit Court for Wicomico County in Case No. 22-C-13-001736 DJ, the appointed Trustees, A. Gillis Allen, II and John C. Seipp, will offer for sale at public auction to the highest bidder **on site at 4898 Cooper Road, Eden, Maryland 21822:**

**ON FRIDAY, DECEMBER 12, 2014
AT 12:01 P.M. EST**

ALL THOSE FEE-SIMPLE LOTS OF GROUND AND THE IMPROVEMENTS THEREON situated in Eden, Wicomico County, Maryland, and more particularly described in a deed recorded among the Land Records for Wicomico County, Maryland in Liber M.S.B. No. 2375, Folio 625 and also listed in the records of the State Department of Assessments and Taxation as Account No. 07-005695, Map 0046, Grid 0014, Parcel 0104. The property consists of three (3) separate lots which are subdivided, separately salable, and all have frontage on Cooper Road (the "Lots"). Two of the Lots front on the Wicomico River. The southernmost Lot on said River contains a farmhouse, farm outbuildings and also fronts on Harcum Creek.

The Trustees have engaged Allen & Marshall Auctioneers-Appraisers located at 8000 Esham Road, Parsonsburg, MD 21849, ph. (410) 835-0384 ("Auctioneer") to assist with the auction sale, which is being advertised on their website at www.AMAuctions.com. The Auctioneer will simultaneously offer for sale at the same auction an adjacent subdivided lot on the Wicomico River referred to as "Parcel 1" on Auctioneer's website.

TERMS OF SALE: For each of the Lots, a deposit of \$10,000.00, in the form of certified or cashier's check or any other form acceptable to Trustees in their sole discretion, shall be paid at the time and place of sale. A 3% buyer premium will be applied to the bid price on all parcels. The balance shall be due by cashier's or certified check within ten (10) days following final ratification of sale by the Circuit Court for Wicomico County, Maryland, unless said period is extended by the Trustees, for good cause shown, time being of the essence for the purchaser(s).

The Lots may be sold separately and/or together, bids may be reserved, and Lots may be re-sold during the auction in whatever sequence, manner, and combination as the Auctioneer and Trustees may determine is in the best interest of the beneficiaries of the sale until all competitive bidding has ceased and the best overall price for the Lots has been obtained. The Trustees reserve the right to withdraw the property or any Lot thereof, and to reject any bid deemed in their sole discretion to be commercially unreasonable.

The Lots will be sold free and clear of all mortgages and/or liens, but subject to all other conditions, restrictions and agreements of record affecting same, if any, as well as governmental ordinances, rules and regulations, and subject further to any matters which would be revealed by an accurate survey of the properties. The property will be sold in an "as is" condition and without any warranties of any kind, either express or implied, as to the nature, condition or description of the improvements, or the environmental status of the land or its improvements and subject to all easements, conditions, existing housing, health department, environmental or zoning code violations, matters and restrictions of record affecting same, if any. Purchaser(s) at the sale shall assume the risk of loss for the property after the date and time of auction sale, and shall be responsible for obtaining physical possession thereof.

The purchaser(s) shall execute a contract of purchase in compliance with these Terms of Sale and go to settlement within the time aforesaid, time being of the essence for the purchaser(s); otherwise, the Trustees will, at their option, declare the entire deposit forfeited as full and liquidated damages, or resell the property at purchaser's risk and expense, in which event, purchaser(s) shall be liable for the payment of any deficiency in the purchase price, all costs and expenses of the resale, reasonable attorney's fees, all other charges due and incidental damages, but shall not be entitled to any surplus proceeds resulting from such resale. If Trustees are unable to deliver merchantable legal title to the property or if the sale is not ratified, purchaser's sole remedy shall be return of the deposit; and upon the return of the same, the sale shall be void and purchaser shall have no further claim against Trustees or the Auctioneer.

All taxes and public charges and assessments to be adjusted to the date of auction sale and assumed thereafter by purchaser(s). All cost of title examination, documentary stamps, agricultural and other transfer taxes, survey and title papers to be at expense of purchaser(s).

Additional terms may appear on the Auctioneer's website, and will be posted or announced at the time of sale. Further information concerning the property may be obtained by contacting the Auctioneer and reviewing their website.



A. GILLIS ALLEN, II, TRUSTEE
(410) 860-2580

JOHN C. SEIPP, TRUSTEE
(410) 546-3533

Preview: Nov 23rd, Dec 4th & 7th from 1-3 PM