

**Law Offices of  
Rosenberg Martin Greenberg, LLP  
25 South Charles Street, 21<sup>st</sup> Floor  
Baltimore, Maryland 21201**

**TRUSTEES' SALE OF VALUABLE:**

**COMMERCIAL PROPERTY  
LOCATED AT  
9913 OLD OCEAN CITY BOULEVARD  
BERLIN, MARYLAND 21811  
(TAX ACCT. NO. 03-016471)**

Under and by virtue of the power of sale contained in that certain Indemnity Deed of Trust, dated June 28, 2010, executed and delivered by Scott R. Steele (the "Grantor") to the Louis J. Ebert and Bob Van Galoubandi (the "Original Trustees") for the benefit of Branch Banking and Trust Company (the "Noteholder"), recorded among the Land Records of Worcester County, Maryland (the "Land Records"), in Liber 5506, folio 090 (the "Deed of Trust"), and whereas, a default having occurred under the terms of said Deed of Trust and the Noteholder having subsequently appointed Joshua Dylan Bradley (together with the Original Trustees, the Trustees") as an additional Trustee under the Deed of Trust by Deed of Appointment of Substitute Trustee dated October 21, 2014, duly executed, acknowledged and recorded among the Land Records, and at the request of the Noteholder, the Trustees will offer for sale to the highest qualified bidder at a public auction, on the premises of 9913 Old Ocean City Boulevard, Berlin Maryland 21811, all that certain real property described below, on:

**Monday, December 1, 2014, at 1:00 p.m.**

ALL OF THAT property and any improvements thereon being part of the real property described in the Deed of Trust, and situate in Worcester County, Maryland (the "Property"), as follows:

ALL that lot or parcel of land lying and being situate in what was formerly the Ninth but is now the Third, Election district of Worcester County, Maryland, near to but beyond the corporate limits of the Town of Berlin, and at the corner formed by the intersection of the Northernmost right of way line of the State stone road leading from Salisbury through the outskirts of the said Town of Berlin to Ocean City (MD. Route No. 346), and the westerly side of the State stone road which forms an extension of Main Street in said Town of Berlin and leads thence to Selbyville, Delaware (Md. Route 818), containing by estimation one (1) acre of land, more or less.

The improvements thereon being known as 9913 Old Ocean City Boulevard.  
AND BEING the same property conveyed to Scott R. Steele by Deed from Norman E. Welch, Michael H. Dersookian and Mirra Dersookian, dated April 3, 2006 and recorded April 7, 2006, in Liber 4678, folio 176.

The Property is believed to be a cleared site which could be redeveloped with a commercial use. The tax account number for the Property is 03-016471.

---

**TERMS OF SALE:** A deposit in the amount of Twenty Thousand Dollars (\$20,000.00), payable in cash, certified check or other form acceptable to the Trustees, will be required of the purchaser at the time and place of the sale for the Property. The balance of the purchase price shall be due in cash or by certified check with interest on the unpaid balance of the purchase price at the rate of 10% per annum from the date of sale to and including the date of settlement. There shall be no abatement of interest due on the unpaid purchase money from the Purchaser if ratification or closing of the sale is delayed for any reason. In the

event the Noteholder or an affiliate or designee, is the purchaser, such party will not be required to make a deposit or to pay interest on the unpaid purchase money. All real property taxes, water rent and all other municipal charges and liens owed against the Property shall be the responsibility of the purchaser and shall be paid by the purchaser at settlement. In addition, all other charges, expenses and liens owed against the Property including, but not limited to, all condominium fees (if any), HOA fees (if any), and expenses and public charges and assessments owed against the Property and payable on a periodic basis, such as sanitary and/or metropolitan district charges shall also be the responsibility of the purchaser and shall be paid by the purchaser at settlement. The cost of all documentary stamps, recordation taxes, document preparation and transfer taxes is to be paid by the purchaser. The Trustees reserve the right to reject any and all bids, and to extend the time for settlement, if applicable.

The Property will be sold in "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 Worcester County.

The Property will be sold subject to all easements, conditions, senior liens (if any), taxes, restrictions, rights of redemption, covenants, encumbrances, agreements of record, and such state of facts that an accurate survey or physical inspection of the Property might disclose (if any) that are not otherwise extinguished by operation of law.

The purchaser shall pay all state and local transfer taxes, 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 Worcester County, unless said period is extended by the Trustees for good cause shown. Time is of the essence. Unless the Trustees otherwise agree, settlement shall be held at the offices of Rosenberg Martin Greenberg, LLP, 25 South Charles Street, 21<sup>st</sup> Floor, Baltimore, Maryland 21201.

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 Trustees 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 Trustees 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 Trustees 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 Trustees do not make any representations or warranties with respect to the accuracy of this information.

Louis J. Ebert  
Bob Van Galoubandi

Joshua D. Bradley  
Trustees

For further information, contact:

Joshua D. Bradley, Esq.  
Rosenberg Martin Greenberg, LLP  
25 S. Charles Street, 21<sup>st</sup> Floor4

Baltimore, Maryland 21201  
(410) 727-6671