

HARTMAN AND EGELI, LLP
116 Defense Highway, Suite 300
Annapolis, Maryland 21401

**SUBSTITUTED TRUSTEE'S SALE OF
VALUABLE IMPROVED FEE SIMPLE PROPERTY
3233 Sheepphouse Road, Pocomoke City, Maryland 21851**

UNDER AND BY VIRTUE of the power of sale contained in a Deed of Trust from Kenneth W. Miller and Karen Miller, to Kathleen C. Passman and J. Rodney Baker, as Trustees, and First Mariner Bank as Beneficiary, dated August 9, 2007, and recorded among the Land Records of Worcester County, Maryland, in Liber 4987, folio 360, the holder of the indebtedness secured by the Deed of Trust having appointed the undersigned as Substituted Trustee by instrument duly executed, acknowledged and recorded among the aforesaid Land Records, default having occurred under the terms of the Deed of Trust and at the request of the party secured thereby, the undersigned will offer for sale at public auction

AT THE ENTRANCE OF THE COURT HOUSE,
CIRCUIT COURT FOR WORCESTER COUNTY
1 W. MARKET STREET
SNOW HILL, MARYLAND 21863

Monday, July 13, 2015 at 10:30 a.m.

The lot of ground and premises located at the following address: 3233 Sheepphouse Road, Pocomoke, Maryland 21851 and more particularly described as follows:

Being known and designated as a metes and bounds description containing 7.806 acres of land, more or less, are recorded among the Land Records of the County of Worcester, State of Maryland.

The improvements thereon being known as 3233 Sheepphouse Road.

Being the same lot of ground as shown on a deed dated May 21, 2004, and recorded May 26, 2004, in Liber 4135, folio 27, among the Land Records of the County of Worcester, State of Maryland.

Being the same property conveyed to the Grantor by Deed dated May 21, 2004 from Mary G. Bloxom and recorded among the Land Records of Worcester County, Maryland, in Liber 4135, folio 27.

THE property will be sold in "as is" condition, subject to any and all covenants, conditions, restrictions, easements, rights of way and limitations of record, and with no warranties.

TERMS OF SALE: The advertisement, as amended or supplemented by any oral announcements during the conduct of the sale, constitutes the substituted trustee's entire statement relative to the premises described herein and the terms and conditions upon which such premises shall be offered for sale, sold or purchased. The substituted trustee reserves the unqualified right to withdraw the premises at any time prior to sale. In the event that the substituted trustee determines that any opening bid is not commensurate with the value of the

premises, he may reject the same and withdraw the premises from sale. The highest bidder acknowledged by the substituted trustee shall be the purchaser. In the event of any dispute among the bidders, the substituted trustee shall have the sole and final discretion to determine the successful bidder or to then and there re-offer and resell the premises. A deposit of \$7,500.00 in cash, certified check or other instrument acceptable to the undersigned, in the sole and absolute exercise of his discretion, will be required from the purchaser at the time of sale. The balance of the purchase price, together with interest on such balance at the rate of twelve percent (12%) per annum from the date of sale to the date of settlement, is to be paid in cash or equivalent current funds on the date of settlement. If the party secured by the trust is the purchaser at the sale, they shall not be required to post a deposit.

ALL state and local real estate taxes and other public charges, regular and special assessments and the like shall be the responsibility of purchaser, including all back real estate taxes and charges associated with redemption. All state and local transfer taxes, documentary stamps, recording taxes and fees shall be paid by the purchaser. Costs of title examination and all other costs incident to the settlement of whatsoever kind or amount shall be paid by the purchaser.

Settlement and compliance with the terms of sale shall be made within fifteen (15) days following ratification of the sale by the Circuit Court of Worcester County, Maryland, time being of the essence. Otherwise, in addition to any other remedies available to the undersigned at law or in equity, the undersigned may, at his election, declare the deposit forfeited and resell the property at the risk and cost of the defaulting purchaser, and in such event the defaulting purchaser shall be liable for payment of any deficiency plus any costs and expenses of the subsequent sale.

C. Edward Hartman, III
Substitute Trustee

For further particulars, apply to:

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