

**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. 22 C 15 001198 FC
CIRCUIT COURT FOR WICOMICO COUNTY**

**ASSIGNEE'S SALE OF VALUABLE
IMPROVED REAL PROPERTY KNOWN AS
"1204 N. DIVISION STREET, SALISBURY, MD 21801"
(Tax Account No. 09-054235)**

Under and by virtue of the Power of Sale and Authority contained in a certain Refinance Mortgage from Wayne Burton Jones, Jr. and Penny Leigh Jones to Herman E. Perdue (as to \$45,000.00 thereof) and Genevieve S. Perdue and John J. Evans, Trustees for the Christopher H. Perdue Trust (as to \$20,000.00 thereof), dated March 14, 1997, and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 1534, Folio 181; said Refinance Mortgage being assigned by John J. Evans, Christopher H. Perdue and Robert O. Webster, Personal Representatives of the Estate of Herman E. Perdue and John J. Evans, Surviving Trustee of the Christopher H. Perdue Trust, unto the Residuary Trust Under the Last Will and Testament of Herman E. Perdue by Assignment of Mortgage, dated August 18, 2004, and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 2297, Folio 555, and subsequently assigned by the Residuary Trust Under the Last Will and Testament of Herman E. Perdue unto Carol P. Evans by Assignment of Mortgage, dated January 19, 2005, and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 2355, Folio 443; default having occurred under the terms thereof, the holder of the indebtedness secured by the Refinance Mortgage having assigned the Refinance Mortgage unto Kenneth L. Hooper, Assignee for the Purpose of Foreclosure, by Assignment of Refinance Mortgage, dated July 3, 2013, duly executed, acknowledged and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 3637, Folio 319, the undersigned Assignee, at the request of the holder of the indebtedness, will offer for sale at public auction the below referenced property **AT THE COURT HOUSE ENTRANCE OF THE CIRCUIT COURT FOR WICOMICO COUNTY, AT THE COURT HOUSE STEPS, LOCATED AT 101 NORTH DIVISION STREET, SALISBURY, MARYLAND 21801**

ON TUESDAY, NOVEMBER 10, 2015, AT 9:30 A.M.

DESCRIPTION: All that lot or parcel of land situate, lying and being in Salisbury Election District, Wicomico County, State of Maryland, within the Northern Corporate limits of Salisbury, and on the Northwest side of and binding upon North Division Street, and more particularly described as follows: BEGINNING for same at a point on the Northwest line of North Division Street a distance of sixty feet Northeast

from its intersection with the Northeast line of Union Avenue, it being the Southernmost corner of the land hereby conveyed; thence running by and with North Division Street a Northeast direction a distance of fifty feet to Lot No. 2 on plat hereinafter referred to; thence running by and with same a Northwest direction a distance of one hundred fifty feet to Lot No. 5; thence running by and with same a Southwest direction a distance of fifty feet to lands now or formerly owned by Elihu L. Ward and Maude V. Ward, his wife; thence running by and with same a Southeast direction a distance of one hundred fifty feet to the place of beginning; being Lot No. 3 as laid down on a plat of the Patty Brittingham land made by Chester C. Smith, dated November 5, 1912, and recorded among the Land Records of Wicomico County, Maryland, in Liber J.C.K. No. 136, Folio 20; and being the same property conveyed unto Wayne Burton Jones, Jr., and Penny L. Jones by Deed from Leontine S. Gilmore, dated April 7, 1994, and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 1386, Folio 757.

IMPROVEMENTS: The above described property is believed to be improved by a two-story residential home containing approximately 1,404 square feet, more or less, together with a detached garage/storage building. 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 and improvements is not of the essence.

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. 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 Wicomico 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 Refinance Mortgage, interest shall be paid on the unpaid purchase money at the rate of 8.0% 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, 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 them, 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 land and improvements 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 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 City of Salisbury and Wicomico 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 respective agents, attorneys, employees, successors and assigns. Assignee makes no warranties, expressed or implied, as to the use, zoning or habitability condition of the premises on the property. There are no warranties as to the building's 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. 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. The Assignee reserves the right to postpone sale by public announcement at the time and place of sale. The Assignee reserves the right to modify or waive the requirements for bidder's deposits and terms of sale and/or settlement. If the holder of the indebtedness secured by the Refinance Mortgage is the successful bidder, she shall be exempt from the terms of sale set forth herein, including the requirement for a deposit. The holder of the indebtedness secured by the Refinance Mortgage 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, as well as such other terms the Assignee deems necessary and appropriate. Purchaser shall be responsible for registering the acquisition of the property within thirty (30) days of the above referenced foreclosure auction. 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. **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. **For information, please contact Kenneth L. Hooper, Assignee, at (410) 749-5144, or Allen & Marshall Auctioneers and Appraisers, LLC at (410) 835-0384**

Kenneth L. Hooper
Assignee for the Purpose of Foreclosure

Auctioneer: Allen & Marshall Auctioneers and Appraisers, LLC

Daily Times: October 22, 2015; October 29, 2015; November 5, 2015