

PUBLIC NOTICE

**Kenneth L. Hooper, Substitute Trustee 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-15-001335 FC
CIRCUIT COURT FOR WICOMICO COUNTY**

**SUBSTITUTE TRUSTEE'S SALE OF VALUABLE COMMERCIAL PROPERTY
1718 N. SALISBURY BOULEVARD, SALISBURY, MARYLAND 21801
(Tax Account No. 09-045503)**

Under and by virtue of the Power of Sale and Authority contained in a certain Purchase Money Deed of Trust from Hyoung S. Choi and Kyeong Ae Choi to Shore Bank, dated December 21, 2007, and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 2880, Folio 376, default having occurred under the terms thereof, and the holder of the indebtedness secured by the Purchase Money Deed of Trust having appointed Kenneth L. Hooper, Substitute Trustee for the Purpose of Foreclosure, by Deed of Appointment of Substitute Trustee, dated August 18, 2015, and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 3891, Folio 078, the undersigned Substitute Trustee will offer for sale at public auction the below referenced property **AT THE SUBJECT PROPERTY LOCATED AT 1718 N. SALISBURY BOULEVARD, SALISBURY, MARYLAND 21801**

ON TUESDAY, NOVEMBER 10, 2015, AT 11:00 A.M.

LEGAL DESCRIPTION (Tax Account #09-045503): All that lot, tract or parcel of land situate, lying and being in the City of Salisbury, Salisbury Election District, Wicomico County, Maryland, located on the Northwesterly side of and binding upon North Salisbury Boulevard and being more particularly described as follows: BEGINNING for the same at a cement post settled in the ground on the Northwesterly side of the said North Salisbury Boulevard at the Southerly corner of the lands now or formerly owned by William Culver, said point of beginning being more particularly shown and designated on a plat entitled "Adolf F. Voigt, Jr., and Daisey Voigt," made by P. J. Hannon Associates, dated May 13, 1963, and recorded among the Land Records of Wicomico County, Maryland in Liber J.W.T.S. No. 565, Folio 426; thence (1) running by and with the Southwesterly line of the said Culver land, North 45 degrees 11 minutes West, 201.39 feet to a concrete post settled in the ground; thence (2) by and with the Southerly line of the land now or formerly owned by Adolf F. Voigt, Sr., South 44 degrees 49 minutes West, 60 feet to a concrete post settled in the ground; thence (3) South 45 degrees 11 minutes East, 200 feet to a concrete post settled in the ground on the Northwesterly side of said North Salisbury Boulevard; thence (4) by and with the Northwesterly side of said North Salisbury Boulevard and by and with an arc of a curve having a radius of 7,639.42 feet, North 46 degrees 09 minutes East, 60.01 feet to the place of beginning; and being the same property conveyed unto Hyoung S. Choi and Kyeong Ae Choi by Deed from George N. Galifianakis and Carol A. Galifianakis, dated December 21, 2007, and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 2880, Folio 369.

IMPROVEMENTS: The subject property is approximately 12,000 square feet, more or less and is believed to be improved by a commercial office/retail/service garage approximately 2,400 square feet in size, constructed of concrete block on a concrete slab. The aforesaid information was obtained from sources deemed to be reliable but is offered for informational purposes only and the Substitute Trustee 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.

All of the above said property described above being conveyed **TOGETHER WITH** the improvements and fixtures thereon and the rights and appurtenances thereto belonging or appertaining. The above described property is being offered for sale **SUBJECT** to any violation notices and subject to and together with all covenants, agreements, conditions, liens, easements and restrictions as may appear among the Land Records of Wicomico County, Maryland, affecting same, if any.

TERMS OF SALE: A deposit of Seven Thousand Five Hundred Dollars (\$7,500.00) 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 Substitute Trustee, the balance of the purchase price to be secured to the satisfaction of the Substitute Trustee. In the event the holder of the indebtedness secured by the Purchase Money Deed of Trust, or its subsidiaries or related entities, is the successful bidder, the deposit shall not be required. 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 Substitute Trustee, 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 Purchase Money Deed of Trust, or any of its subsidiaries or related entities, interest shall be paid on the unpaid purchase money at the rate of 5.750% 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, its subsidiaries and/or affiliates, 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 him, the Substitute Trustee 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 Substitute Trustee. 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 property 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 Substitute Trustee 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 Wicomico County or City of Salisbury 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 Substitute Trustee 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 Substitute Trustee or his agents, attorneys, employees, successors and assigns. Substitute Trustee makes no warranties, expressed or implied, as to the use or zoning of the property or the habitability condition of the property. There are no warranties as to the property and/or improvement'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 Substitute Trustee, the holder of the indebtedness, nor the Auctioneer shall be responsible for any Federal, State or County environmental violations, if any exist, and the purchaser is responsible for, and the property is sold subject to, any environmental matter or condition, whether latent or observable, if any, that may exist at or affect or relate to the property and to any governmental requirements affecting same. Neither the Substitute Trustee, 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 Substitute Trustee to the purchaser at settlement shall be by Substitute Trustee Deed without covenant or warranty. The Substitute Trustee reserves the right to reject any and all bids and to withdraw all or any part of the property from the sale. Substitute Trustee reserves the right to postpone sale by public announcement at the time and place of sale. If the holder of the indebtedness secured by the Purchase Money Deed of Trust or any of its subsidiaries or affiliates is the successful bidder, it shall be exempt from the terms of sale set forth herein. The holder of the indebtedness shall be permitted to bid at sale. The contract of sale between the Substitute Trustee, as seller, and the purchaser (the "Contract of Sale") shall include, by reference, all the terms and conditions contained herein, specifically including, but not limited to, the following provisions: "Purchaser agrees and represents that the purchaser is purchasing the property subject to all matters known and unknown, in **"AS IS," "WHERE IS"** condition. In executing and delivering the Contract of Sale, purchaser recognizes that purchaser has not relied upon nor been induced by any statements or representations of any person, including the Substitute Trustee, the holder of the indebtedness, or their respective agents, attorneys, employees, successor and assigns (collectively, "Released Parties"), in respect to the condition of the property, including the environmental condition to the property, unless such representations or statements are specifically set forth in the Contract of Sale. Purchaser has not relied on anything in the foreclosure advertisement, but rather has relied solely on such investigations, examinations or inspections of the property as purchaser has made. Purchaser waives and releases the Substitute Trustee, the holder of the indebtedness and their respective heirs, personal and legal representatives, agents, attorneys, employees, successors, and assigns from any and all claims the purchaser or its successors and assigns may have now or in the future relating to the condition of the property. Purchaser acknowledges and agrees that this provision was a negotiated part of the Contract of Sale and serves as an essential component of consideration for the same. The parties specifically acknowledge and agree that this

clause bars all claims by purchaser against Released Parties, arising from the condition of or releases from the property pursuant to the Comprehensive Environmental Response, Compensations and Liability Act of 1980, as amended, and all other actions pursuant to federal, state or local laws, ordinances or regulations for any environmental condition of or releases from the property. Further, purchaser agrees to indemnify Substitute Trustee and/or the holder of the indebtedness from any liability they may have to any third party for any environmental condition of the property. Notwithstanding the parties' intent that this clause bars all such claims, should a court of competent jurisdiction deem otherwise, purchaser agrees that the presence of this clause should serve as the overwhelming, primary factor in any equitable apportionment of response costs under applicable federal, state or local laws, ordinances, or regulations." 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. **For information, please contact Kenneth L. Hooper, Substitute Trustee, at (410) 749-5144, or Allen & Marshall Auctioneers and Appraisers, LLC at (410) 835-0384.**

NOTE: The information contained herein was obtained from sources deemed to be reliable, but is offered for informational purposes only. The Substitute Trustee, 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.

Kenneth L. Hooper, Substitute Trustee
for the Purpose of Foreclosure

Auctioneer: Allen & Marshall Auctioneers and Appraisers, LLC (410) 835-0384

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