

MILES & STOCKBRIDGE P.C.  
101 Bay Street, Suite 2  
Easton, Maryland 21601  
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ASSIGNEES' SALE OF VALUABLE

FEE SIMPLE PROPERTY, CONSISTING OF 200.19 ACRES, MORE OR LESS, OF

AGRICULTURAL FARMLAND

IMPROVED BY PREMISES KNOWN AS

255 POLLING HOUSE RD.

HARWOOD, MD 20776

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Under a power of sale contained in a certain Mortgage (the "Mortgage") from Blueberry Farm, LLC, a Maryland limited liability company, to Lewis H. McDonald and Bryan S. McDonald (the "Mortgagee") dated August 6, 2007, and recorded among the Land Records for Anne Arundel County, Maryland in Liber 19567, folio 0305, default having occurred under the terms thereof and at the request of the parties secured thereby (Civil Case No. C-02-CV-15-001132), the undersigned Assignees will offer for sale at public auction at the Circuit Court for Anne Arundel County, located at 8 Church Circle, Annapolis, MD 21401 on:

**JULY 14, 2015 AT 11:00 A.M.**

**PROPERTY DESCRIPTION:**

All that property located in the First Assessment District of Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at a pipe set at the base of a fence post in the northeast corner of the conveyance from Robert Carr and wife, to Samuel Carr by Deed dated March 31, 1837 and recorded among the Land Records of Anne Arundel County in Liber W.S.G. 21, folio 600; thence with the East and South outline of said conveyance South 3 degrees 21 minutes 20 seconds West 2066.62 feet to a pipe set; thence South 3 degrees 21 minutes 20 seconds West 18.67 feet to a pipe set; thence South 4 degrees 21 minutes 40 seconds East 616.94 feet to a point; thence South 6 degrees 7 minutes 50 seconds East 813.20 feet to a stone found at the beginning of the North 80 degrees 45 minutes West 87 perch line of Lot No. 1 as described in Equity Case No. 1271 and recorded among the Equity Records of Anne Arundel County; thence with the North line of Lot No. 1 as corrected for magnetic differences, North 77 degrees 16 minutes 50 seconds West 1435.50 feet; thence still with Lot No. 1 as now surveyed North 34 degrees 54 minutes 30 seconds West 509.04 feet to a pipe set; thence North 13 degrees 24 minutes 20 seconds West 198 feet to a pipe set; North 45 degrees 54 minutes 20 seconds West 420.75 feet to a pipe set; thence North 76 degrees 24 minutes 20 seconds West 375.37 feet to a pipe set in the 6<sup>th</sup> line of Carr's Hill, said pipe being also in the southernmost line of the above mentioned conveyance from Carr to Carr; thence with part of said 6<sup>th</sup> line of Carr's Hill as corrected for magnetic differences, North 86 degrees 24 minutes 20 seconds West 1017.93 feet to a pipe set at the southwest corner of the above mentioned conveyance (Carr to Carr); thence leaving Lot No. 1 and with part of the west outline of the above mentioned conveyance (Carr to Carr) North 5 degrees 5 minutes 40 seconds East 430.38 feet to a pipe set at the beginning

point in the conveyance from Samuel Carr to Mary Claytor by Deed dated July 10, 1849 and recorded among the Land Records aforesaid in Liber J.H.H. No. 4, folio 32; thence running across part of the above mentioned conveyance from Carr to Carr with the last line of the above mentioned conveyance from Carr to Claytor as corrected for magnetic differences North 30 degrees 31 minutes 10 seconds East 789.93 feet to a stone found at the beginning of said last line, said stone also being at the beginning of the conveyance from Mary Claytor to Samuel Carr by Deed dated January 22, 1849 and recorded among said Land Records in Liber J.H.H. No. 4, folio 19; thence with the west line of said conveyance, North 0 degrees 4 minutes 30 seconds West 1155 feet to a pipe set in the north line of Anne Arundel Manor at the northwest corner of the above mentioned conveyance from Mary Claytor to Samuel Carr; thence with the north line of said conveyance and with the north line of the above 1<sup>st</sup> mentioned conveyance (Carr to Carr) South 87 degrees 30 minutes 20 seconds East 2973.31 feet to the place of beginning. Containing 200.19 acres of land, more or less.

TOGETHER, with the use in common of an existing 20 foot roadway leading from the above described property to the Polling House Road and described as follows: Beginning for the same at a point in the center line of a 20 foot roadway, said point being in and North 87 degrees 30 minutes West 9.38 feet from the end of the last line of the herein described property; thence running with the center line of said roadway North 11 degrees 15 minutes 20 seconds East 391.26 feet to a point in the center line of Polling House Road.

The foregoing property consists of approximately 200.19 acres of land, more or less, and is improved by a single-family DWELLING of approximately 2,336 square feet gross living area, more or less, containing 1 bathroom (the "Property"). The term "Property" shall exclude any annual crops not encumbered by the Mortgage (the "Annual Crops") and any non-annual crops not encumbered by the Mortgage (the "Non-Annual Crops"). Any rights and remedies with respect to the Annual Crops and Non-Annual Corps, if any, shall be governed in accordance with Md. REAL PROPERTY Code Ann. § 7-105.7 (2014).

The Property is also subject to a Deed of Easement for the benefit of the State of Maryland dated January 29, 2001, and recorded in the Land Records of Anne Arundel County, Maryland at Liber 10174, folio 646 (the "Agriculture Easement").

#### CONDITIONS OF SALE:

The Property will be sold in an "AS IS/WHERE IS" condition without any representations or express or implied warranties of any nature whatsoever. In particular, the Assignees make no representation or warranty with respect to: (1) the sufficiency, adequacy, scope, safety, quality, condition, suitability or other aspects of soils, or any construction of/or renovations to the improvements; (2) the existence, validity, scope or nature of any permits pertaining to any aspect of the Property or the improvements thereon; (3) fitness for habitation or fitness for any other particular purpose; (4) the structural integrity or conditions of any improvements; and (5) no representation is made as to compliance with any and all zoning, housing or building laws, regulations and ordinances.

In addition, the Property shall be sold subject to: (1) any easements, conditions, restrictions, declarations, covenants and agreements of record affecting the same, including but not limited to the Agriculture Easement; (2) any and all agreements, notes, easements and conditions on any plats of record affecting all or any portion of the Property; (3) any encroachments, overlaps, boundary line disputes and other matters which could be disclosed by an accurate survey of the Property; (4) any matters which would be disclosed by a physical inspection of the Property; (5) any and all environmental conditions, problems and/or violations, if any, that may exist on, affect or relate to the Property, including, without limitation, the existence of any lead paint, asbestos or radon or any other hazardous or toxic substances; and (6) any rights to farm under Maryland law.

#### WAIVERS:

The purchaser waives and releases the Assignees, the Mortgagee, the Auctioneer and each of

their respective agents, successors and assigns from any and all claims the purchaser and/or its successors and assigns may now have or may have in the future relating to: (1) any environmental condition, problem or violation affecting all or any portion of the Property; (2) any structural or other defects relating to any improvements; and/or (3) any existing or future housing, building and/or zoning code problems or violations.

#### **TERMS OF SALE:**

A deposit in the form of cashier's or certified check, or in such other form as the Assignees may determine, at their sole discretion, for Fifty Thousand Dollars (\$50,000.00) at the time of sale. If the noteholder is the successful bidder, the deposit requirement is waived. The balance of the purchase price is to be paid within fifteen (15) days of the final ratification of the sale by the Circuit Court for Anne Arundel County, Maryland. **TIME IS OF THE ESSENCE FOR THE PURCHASER.** Interest is to be paid on the unpaid purchase price at the rate of 7% as described in the promissory note subject to this matter, per annum, from the date of sale to the date the funds are received in the office of the Assignees, if the Property is purchased by an entity other than the noteholder. There will be no abatement of interest due from the purchaser in the event settlement is delayed for any reason. Adjustment of current year real property taxes and other public and/or private charges or assessments, including water/sewer charges, will be made as of the date of sale and thereafter assumed by the purchaser. All other public and/or private charges or assessments, including water/sewer charges, incurred after the sale, and all other costs incidental to settlement to be paid by the purchaser. Cost of all documentary stamps, transfer taxes, agricultural transfer taxes, and all settlement charges shall be borne by the purchaser. If the Assignees are unable to convey good and marketable title, the purchaser's sole remedy in law or equity shall be limited to the refund of the deposit to the purchaser. Upon refund of the deposit, the sale shall be void and of no effect, and the purchaser shall have no further claim against the Assignees. If purchaser defaults under these terms, the deposit shall be forfeited. The Assignees may then resell the property at the risk and cost of the defaulting purchaser. The defaulting purchaser shall not be entitled to any surplus proceeds resulting from said resale even if such surplus results from improvements to the property by said defaulting purchaser. Purchaser shall be responsible for obtaining physical possession of the Property. The purchaser at the foreclosure sale shall assume the risk of loss or damage to the Property from the date of sale.

The information contained herein was obtained from sources deemed to be reliable but is offered for informational purposes only. The Assignees, Auctioneer and the secured party do not make any representations or warranties with respect to the accuracy of this information.

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