

Baltimore City.

Piel Law Firm, LLC
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**Substitute Trustees' Sale
Residential Real Property**

**1917 Harman Avenue, 2014 Harman Avenue,
2437 Harriet Avenue, 3015 Elizabeth Avenue, Baltimore, Maryland 21230
535 S. Longwood Street, Baltimore, Maryland 21223**

Under and by virtue of the power of sale contained in that certain Commercial Money Loaned Deed of Trust executed by Charles N. Horn, Jr. and dated February 9, 2017, and recorded among the Land Records of Baltimore City, Maryland, at Liber 18892, folio 205 (the "Deed of Trust"), the holder of the indebtedness secured by the Deed of Trust (the "Noteholder") having subsequently appointed Ronald B. Katz and Hunter C. Piel (collectively, the "Substitute Trustees") as Substitute Trustees by instrument duly executed, acknowledged and recorded among the Land Records of Baltimore City, Maryland for the purposes therein contained, default having occurred under the terms of the Deed of Trust, the Substitute Trustees will offer for sale at public auction to the highest qualified bidder(s) at the steps of the Clarence M. Mitchell Courthouse, Circuit Court for Baltimore City, Maryland, 100 N. Calvert Street (Calvert Street Entrance), Baltimore, Maryland 21202.

Tuesday, July 12, 2022 at 10:30 a.m.

The fee simple or leasehold interest (as noted below) in all that real property being situate in Baltimore City, Maryland, and the improvements thereon (collectively, the "Property"); being more particularly described in the Deed of Trust, and generally known as: (i) leasehold interest in 1917 Harman Avenue, Baltimore, Maryland 21230 ("Parcel One"), subject to the payment of annual rent of \$90.00 payable half-yearly on the 3rd days of March and September in each and every year; (ii) fee simple interest in 2014 Harman Avenue, Baltimore, Maryland 21230 ("Parcel Two"); (iii) leasehold interest in 2437 Harriet Avenue, Baltimore, Maryland 21230 ("Parcel Three"), subject to the payment of annual rent of \$90.00 payable half-yearly on the 1st days of February and August in each and every year; (iv) leasehold interest in 3015 Elizabeth Avenue, Baltimore, Maryland 21230 ("Parcel Four"), subject to the payment of annual rent of \$90.00 payable half-yearly on the 1st days of March and September in each and every year; and (v) leasehold interest in 535 S. Longwood Street, Baltimore, Maryland 21223 ("Parcel Five"), subject to the payment of annual rent of \$72.00 payable half-yearly on the 15th days of March and September in each and every year.

TERMS OF SALE: The Substitute Trustees will begin by offering Parcel One, Parcel Two, Parcel Three, Parcel Four and Parcel Five for sale individually and reserve the bid. The Substitute Trustees will also offer Parcel One, Parcel Two, Parcel Three, Parcel Four and Parcel Five for sale as an entirety and will reserve the bid. The Substitute Trustees, in their sole and absolute discretion, shall determine the successful purchaser(s) of each of Parcel One, Parcel Two, Parcel Three, Parcel Four and Parcel Five based upon the highest cumulative bid price for Parcel One, Parcel Two, Parcel Three, Parcel Four and Parcel Five. In the event Parcel One, Parcel Two, Parcel Three, Parcel Four and Parcel Five are sold together as a single unit, a deposit in the amount of Twenty-Five Thousand Dollars (\$25,000.00) at the time and place of sale. In the event that Parcel One, Parcel Two, Parcel Three, Parcel Four and Parcel Five are sold separately, a deposit in the amount of Five Thousand Dollars (\$5,000.00) for each parcel, payable in cash, certified check, or other form acceptable to the Substitute Trustees, in their sole and absolute discretion, will be required of the purchaser(s) at the time and place of sale. Each deposit must be increased to 10% of the purchase price within (2) business days and delivered to the office of the auctioneer in the same form as the initial deposit payable in cash, certified check, or other form acceptable to the Substitute Trustees, in their sole and absolute discretion. 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 ten percent (10%) per annum from the date of sale to and including the date of settlement. In the event the Noteholder, or an affiliate thereof, is the successful bidder at the sale, such party will not be required to make a deposit or to pay interest on the unpaid purchase money. The Substitute Trustees reserve the right to reject any and all bids and to extend the time for settlement for any reason.

The Property will be sold in an "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(s) 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 Baltimore City, Maryland.

The Property will be sold subject to all of the following that are not extinguished as a matter of law by the foreclosure sale: all easements, conditions, liens, restrictions, rights of redemption, covenants, encumbrances, ground rents, ground leases, such state of fact that an accurate survey or physical inspection of the Property might disclose, and agreements of record affecting the same, if any.

The purchaser(s) shall pay all documentary stamps, state and local transfer taxes, recordation taxes and fees, title examination costs, attorneys' fees, conveyance fees and all other incidental settlement costs. The purchaser(s) shall settle and comply with the sale terms within twenty (20) days following the final ratification of sale by the Circuit Court for Baltimore City, Maryland, unless said period is extended by the Substitute Trustees for good cause shown. Time is of the essence.

In the event the purchaser(s) fails to go to settlement as required, in addition to any other legal or equitable remedies available, the Substitute Trustees may, without further order of the court, declare the aforementioned deposit forfeited and resell the Property at the purchaser's sole risk and expense. In such event, the defaulting purchaser(s) 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. 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 Substitute 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(s), the sale shall be void and of no effect, and the purchaser(s) shall have no further claim against the Substitute 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 Substitute Trustees do not make any representations or warranties with respect to the accuracy of this information.

RONALD B. KATZ, HUNTER C. PIEL,
Substitute Trustees.

For further information, contact:
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