

**BOB VAN GALOUBANDI, ESQ.
1777 REISTERSTOWN ROAD, SUITE 375
BALTIMORE, MARYLAND 21208**

**SUBSTITUTE TRUSTEE'S SALE OF
10605 CLARKSVILLE PIKE
COLUMBIA, MARYLAND 21044
(THE COLUMBIA INN AT PERALYNNA)**

Under and by virtue of the power of sale contained in that certain Deed of Trust and Security Agreement, dated December 22, 2004, executed and delivered by Cynthia W. Lynn and David R. Lynn to the trustees for the benefit of the holder of the indebtedness (the "Noteholder"), recorded among the Land Records of Howard County, Maryland, in Liber 8910, folio 043, as modified, amended, and increased First Supplement to Deed of Trust, Assignment and Security Agreement, dated September 6, 2005, recorded among the Land Records of Howard County, Maryland, in Liber 9688, folio 001 (the "Deed of Trust and Security Agreement"); the Noteholder having subsequently appointed Bob Van Galoubandi, Substitute Trustee (the "Trustee"), under the Deed of Trust and Security Agreement pursuant to a Deed of Appointment of Substitute Trustee, dated November 6, 2020, duly executed, acknowledged, and recorded among the Land Records of Howard County, Maryland, in Liber 19909, folio 24, default having occurred under the terms of said Deed of Trust and Security Agreement and at the request of the Noteholder, the Trustee will offer for sale to the highest qualified bidder at a public auction, at the Circuit Court of Howard County, 8360 Court Avenue, Ellicott City, Maryland 21043, on:

Friday, January 8, 2021 at 1:00 PM

THAT CERTAIN real property and any improvements thereon described in the Deed of Trust and being situate in Howard County, Maryland (the "Property"), as follows:

BEGINNING FOR THE SAME at an iron pipe heretofore set on the southern margin of the 40 foot wide right of way of Columbia Pike (Maryland Route 108), said pipe point being at the end of the third or North 02 degrees 08 minutes 20 seconds East 365.20 foot outline of that land, the land herein described being a part thereof, which, by deed dated September 28, 1957, and recorded among the Land Records of said Howard County in Liber R.H.M. No. 288, folio 434, etc., was granted and conveyed by William E. Thurman to Rhonda Triplett and wife, thence running with said road margin, as now surveyed, (1) South 84 degrees 39 minutes East 150 feet to an iron pipe now set, thence with a line of division now made, (2) South 04 degrees 26 minutes West 364.62 feet to an iron pipe now set at 728.46 feet on the second outline of the aforementioned conveyance, thence running with a part of said second line to the end thereof, (3) North 84 degrees 27 minutes West 150 feet to a concrete monument heretofore set, thence running with the aforementioned third outline as now corrected, (4) North 04 degrees 26 minutes East 364.10 feet to the point of beginning.

Tax Act No. 05-352975.

THE PROPERTY WILL BE AVAILABLE FOR INSPECTION TO REGISTERED BIDDERS ON JANUARY 8, 2020, FROM 10:00 A.M. TO 12:00 P.M. CONTACT A.J. BILLIG & CO AUCTIONEERS AT (410) 296-8440 TO MAKE ARRANGEMENTS.

TERMS OF SALE: A deposit in the amount of (\$50,000.00), payable in certified check or other form acceptable to the Trustee, will be required of the purchaser at the time and place of the sale for the Property. The purchaser shall be required to increase the deposit to 10% of the purchase price by 12 P.M Monday, January 11, 2021. 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 (8.00%) per annum from the date of sale to and including the date of settlement. In the event the Noteholder, its servicer or an affiliate, or assignee of any one of them, is the purchaser, such party will not be required to make a deposit or to pay interest on the unpaid purchase money. Taxes, water rent and all other municipal charges and liens owed against the Property (if any) shall be the responsibility of the purchaser and shall be paid by the purchaser at settlement. In addition, all other charges, expenses and liens owed against the Property including, but not limited to, all condominium fees, HOA fees, and expenses and public charges and assessments owed against the Property and payable on a periodic basis, such as sanitary and/or metropolitan district charges (if any) shall also be the responsibility of the purchaser and shall be paid by the purchaser at settlement. The Trustee reserves the right to reject any and all bids, and to extend the time for settlement, if applicable.

The Property will be sold in "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 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 Howard County.

The Property will be sold subject to all easements, conditions, ground leases, senior liens, taxes, restrictions, rights of redemption, covenants, encumbrances, agreements, and unexpired leases of record, and such state of facts that an accurate survey or physical inspection of the Property might disclose (if any) that are not otherwise extinguished by operation of law.

The purchaser shall pay all state and local transfer taxes, recordation taxes and fees, title examination costs, attorneys' fees, conveyance fees and all other incidental settlement costs. The purchaser shall settle and comply with the sale terms within twenty (20) days following the final ratification of sale by the Circuit Court for Howard County, unless said period is extended by the Trustee for good cause shown. Time is of the essence. Settlement shall be held at the office of the Trustee.

In the event the purchaser fails to go to settlement as required, subject to order of court, purchaser agrees that property will be resold and entire deposit retained by the Trustee as liquidated damages for all losses occasioned by the purchaser's default and purchaser shall have no further liability. The defaulted 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 defaulted purchaser.

If the Trustee is 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, the sale shall be void and of no effect, and the purchaser shall have no further claim against the Trustee or the Noteholder.

The information contained herein is offered for informational purposes only. The Auctioneer, the Noteholder and the Trustee do not make any representations or warranties with respect to the accuracy of this information.

Bob Van Galoubandi,
Substitute Trustee

For further information, contact:
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== AUCTIONEERS ==
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