

SILVERMAN THOMPSON SLUTKIN WHITE, LLC
201 N. Charles Street, 26th Floor
Baltimore, MD 21201

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**SUBSTITUTE TRUSTEES' SALE
OF
A FEE SIMPLE REAL PROPERTY
IMPROVED BY DWELLING
KNOWN AS
6925 Reisterstown Road, Baltimore, MD 21215**
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Under and by virtue of the power and authority contained in the mortgage dated June 2, 2003 (The "Mortgage"), and recorded at Liber 3919, Folio 023, among the real estate records in the Clerk's Office of the Circuit Court for Baltimore City, Maryland, between Behnam Magherefteh as grantor for the benefit of the Joanne S. Silverman Revocable Trust dated February 11, 2016., all of Grantors' present and future right, title and Interest In and to certain real estate described in the Mortgage for property known as 6925 Reisterstown Road, Baltimore, MD 21215, to secure (A) the payment of the debts and performance of all current and future obligations under the Mortgage ; and a default having occurred under the terms of the Mortgage, the holder of the indebtedness secured by the Mortgage having appointed Steven N. Leitess, Esquire, and Pierce C. Murphy, Esquire, or either of them, of Silverman Thompson Slutkin White, LLC, as Substitute Trustees, by Deed of Appointment of Substitute Trustees, duly executed on November 21, 2017, acknowledged and recorded among the Land Records of Baltimore City, Maryland, in Liber 19740, Folio 220, the undersigned Substitute Trustee(s) will sell at public auction, on the courthouse ramp for the Circuit Court for Baltimore City, located at 100 N. Calvert Street, Baltimore, Maryland 21202 on:

**September 28, 2018
at 10:00 A.M.**

ALL THAT PROPERTY SITUATE IN BALTIMORE CITY, STATE OF MARYLAND and being more fully described in a Mortgage, recorded among the Land Records of Baltimore City, Maryland, in Liber 3919 Folio 023, being described as all that parcel of land situate in Baltimore City, Maryland, Tax ID # 27-23-4218D-013, and the improvements thereon known as 6925 Reisterstown Road, Baltimore, MD 21215. The Property will be sold subject to all conditions, liens, restrictions, easements, and agreements of record affecting same, if any.

FURTHER CONDITIONS OF SALE: The Property will be sold subject to all matters known and unknown, in "AS IS, WHERE IS" condition, without recourse, representation or warranty, either express or implied, as to the nature and description or use of the improvements contained herein or the environmental condition of the Property. The purchaser recognizes and agrees that any investigation, examination or inspection of the Property is within the control of the owner or other parties in possession and their agents and not within the control of the Substitute Trustees, its/their successors or assigns. Purchase of the Property will be conditioned upon waiver of any cause of action against the Lender and the Substitute Trustees, their respective agents, or its/his/their successors or assigns respecting the Property, and the environmental condition of the Property as provided by state or federal laws, ordinances, regulations or otherwise.

TERMS OF SALE: . A cash deposit or certified check of Five Thousand Dollars (\$5,000.00) or other form of deposit acceptable in the Substitute Trustee's sole discretion, shall be paid at the time and place of sale, balance in cash at settlement which shall be thirty (30) days after final ratification of sale by the Circuit Court for Baltimore City, unless said period is extended by the Substitute Trustees, their successors or assigns, for good cause shown, time being of the essence, interest at a rate of ten percent (10%) per annum shall be paid on unpaid purchase money from the date of sale to the date of settlement. In the event that settlement is delayed for any reason, there shall be no abatement of the interest. In the event that the purchaser fails to go to settlement as required, in addition to all other remedies including but not limited to attorneys' fees, the Substitute Trustees may declare the entire deposit forfeited and resell the Property at the risk and expense of the defaulting purchaser. The defaulting purchaser shall be liable for the payment of any deficiency in the purchase price, all costs and expenses of both sales, attorneys' fees and all other charges due, and incidental and consequential damages. Taxes, water, rent and all other municipal liens, public charges and assessments payable on an annual basis shall be adjusted to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps, state and county transfer taxes, document preparation, and title insurance and all other closing costs shall be borne by purchaser. Purchaser shall have the responsibility of obtaining

possession to the Property. In the event that the Substitute Trustees do not convey title for any reason, purchaser's sole remedy is return of the deposit.

The improvements are being sold in an "AS IS" condition with purchaser responsible for any and all housing or zoning code violations and environmental issues. The Property is sold without warranties, express or implied, as to land or improvements or title.

Additional terms and conditions may be announced on the day of sale. The Substitute Trustees reserve the right to accept or reject any and all bids. Further, the Substitute Trustees reserve the right to set aside the sale for Purchaser's filing of bankruptcy without notice, reinstatement without notice, and/or inability to convey marketable title. Purchaser shall furnish Affidavit of identification and capacity required by Rule 14-305(b) of the Maryland Rules of Procedure.

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

**Steven N. Leitess, Esquire, and
Pierce C. Murphy, Esquire, Substitute Trustees**

A. J. BILLIG & CO.
≡ AUCTIONEERS ≡
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