



Cohen & Forman, LLC  
 30 E. Padonia Road – Suite 500  
 Timonium, MD 21093

**SUBSTITUTE TRUSTEES' AUCTION**

**9 – EAST BALTIMORE  
 BRICK TOWNHOMES**

To Be Offered Individually & As An Entirety

Sale to Be Held

**COURTHOUSE STEPS**

Circuit Court for Baltimore City  
 111 N. Calvert Street, Baltimore, MD 21202

**THURSDAY, NOVEMBER 3, 2022  
 AT 10:00 A.M.**

Under and by virtue of the power of sale contained in a certain Indemnity Deed of Trust from 8617 West Fort Foote, LLC to the Trustees therein, dated June 19, 2019, and recorded among the Land Records of Baltimore City, in Book MB 21542, Page 77 (the "Deed of Trust"), the holder of the indebtedness secured thereby having appointed the undersigned to act as Substitute Trustees, in place and stead of the aforementioned Trustees, by instrument duly executed, acknowledged and recorded among the Land Records aforesaid, default having occurred under the terms thereof and at the request of the party secured thereby, the undersigned Substitute Trustees will sell at Public Auction, at the Circuit Court for Baltimore City, the following:

All those leasehold and fee simple lots of ground and the improvements thereon, situate and lying in Baltimore City, State of Maryland and being more fully described in the above-referenced Deed of Trust, comprising the following properties:

<b>Address Neighborhood</b>	<b>Lot Size Ground Rent or Fee Simple</b>	<b>Improvements</b>
<b>420 N. Belnord Avenue</b> Baltimore, MD 21224 "McElderry Park"	12'6" x 65' Plat In fee simple	Two story inside-group formstone front brick townhome, 3 bedrooms and bath
<b>721 N. Belnord Avenue</b> Baltimore, MD 21205 "Madison-Eastend"	12'3" x 65' Plat In fee simple	Two story inside-group brick townhome, 3 bedrooms and bath
<b>605 N. East Avenue</b> Baltimore, MD 21205 "Ellwood Park-Monument"	16'4" x 70' Plat \$96 ground rent due 4/30 & 10/30	Two story porchfront, inside-group brick townhome, 2 bedrooms and bath
<b>3301 Elmora Avenue</b> Baltimore, MD 21213 "Four by Four"	17' x 79' Plat \$96 ground rent due 4/9 & 10/9	Two story porchfront, end-of-group, brick townhome, 3 bedrooms and bath
<b>702 N. Lakewood Avenue</b> Baltimore, MD 21205 "Madison-Eastend"	13'4" x 70' Plat \$96 ground rent due 3/1 & 9/1	Two story inside-group, formstone front brick townhome, 2-3 bedrooms and bath

<b>Address Neighborhood</b>	<b>Lot Size Ground Rent or Fee Simple</b>	<b>Improvements</b>
<b>3403 Lyndale Avenue</b> Baltimore, MD 21213 "Four by Four"	16' x 79' Plat In fee simple	Two story porchfront, inside-group brick townhome, 3 bedrooms and bath
<b>3409 Lyndale Avenue</b> Baltimore, MD 21213 "Four by Four"	16' x 79' Plat \$96 ground rent due 4/17 & 10/17	Two story porchfront, inside-group brick townhome, 3 bedrooms and bath
<b>3908 Mount Pleasant Avenue</b> Baltimore, MD 21224 "Baltimore Highlands"	12'8" x 69' Plat In fee simple	Two story inside-group, formstone front brick townhome, 2 bedrooms and bath
<b>514 N. Rose Street</b> Baltimore, MD 21205 "McElderry Park"	12' x 61' Plat In fee simple	Two story porchfront, inside-group, formstone front brick townhome, 2-3 bedrooms and bath

Ground rents shown are annual with semi-annual payments due as noted.

**NOTE:** The information contained herein has been obtained from sources deemed reliable and is believed to be accurate. However, no express or implied warranty is made or may be inferred from any such representation. Dimensions, square footage and acreage contained herein are more or less. Prospective purchasers are encouraged to perform their own due diligence, in advance of the auction, regarding the permitted uses of the property.

**MANNER OF SALE:** Each property will be offered individually and the high bid reserved. Then all ten properties will be offered as an entirety. The sale will be made in the manner producing the greater amount.

**TERMS OF SALE:** A \$3,000 deposit for each property or \$30,000 if sold as an entirety, payable by cashier's check, will be required of the purchaser at time and place of sale. If necessitated by price, the deposit shall be increased to 10% of the purchase price within 24 hours at the Auctioneer's Office. The holder of the indebtedness, if a bidder at the sale, shall not be required to post a deposit. Balance to be paid in cash at settlement, which shall take place within ten (10) business days following final ratification of the sale by the Circuit Court for Baltimore City at the offices of the Substitute Trustees. If payment of the additional deposit or balance does not take place within the specified time, the deposit shall be forfeited and the property may be resold at the risk and expense of the purchaser. Interest to be charged on the unpaid purchase money, at the rate stated in the Note executed in connection with the foreclosed Deed of Trust, from date of contract to date of settlement. If settlement is delayed for any reason, there will be no abatement of interest. All adjustments as of date of contract. Taxes, ground rent and all other public charges and assessments payable on a monthly or annual basis, including sanitary and/or metropolitan district charges, if any, to be adjusted for the current year to date of contract and assumed thereafter by the purchaser. The property will be sold in "AS IS" condition, without express or implied warranty as to the nature and description of the improvements as contained herein; and subject to easements, agreements, restrictions or covenants of record affecting same, if any. Purchaser shall be responsible for obtaining physical possession of the property and assumes the risk of loss or damage to the property from the date of contract forward. The purchaser waives and releases the Substitute Trustees, the holder of the indebtedness, the Auctioneers, and 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 the condition of the property, including but not limited to the environmental condition thereof. If the Substitute Trustees 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. Upon refund of the deposit this sale shall be null and void and of no effect, and the purchaser shall have no further claim against the Substitute Trustees, the holder of the indebtedness or Auctioneers. Recordation costs, transfer taxes and all other costs incident to settlement to be paid by the purchaser. Time shall be of the essence for the purchaser.

#### **No Buyer's Premium**

W. Scott Tinney, Geoffrey L. Forman,  
Substitute Trustees

## **PURCHASING REAL ESTATE AT AUCTION**

*The following information is provided by A. J. Billig & Co., Auctioneers to assist you in understanding your purchase of a property at public auction. The material in this form is general in nature and does not limit your obligations under the contract of sale that you will be required to sign.*

**TERMS OF SALE:** Your responsibilities as a purchaser have been advertised prior to the day of sale and will be read by the Auctioneer at the time of sale. Additional terms may be announced on the day of sale or may be posted at the sale site. The auctioneer will make important announcements regarding the property and your obligations as a purchaser. Please feel free to ask any questions regarding these terms. *Failure to comply with any of the terms of sale may cause you to forfeit your deposit and be responsible for the expenses to resell the property, as well as any deficiency incurred.*

**CONDITION OF PROPERTY:** The property will be sold "AS IS." Unless otherwise announced, the sellers make no representations or warranties about the condition of the property. The sellers will not make any repairs.

**DEPOSIT:** Your deposit will be credited toward the purchase price. If you do not comply with the "TERMS OF SALE," either published or within the contract of sale, you might lose all or part of your deposit. In addition, if you fail to settle for the property you might be obligated to pay the expenses to resell the property, including any deficiency resulting therefrom. If the "TERMS OF SALE" require you to increase your deposit above the amount specified, the Auctioneer will likely accept your personal or business check for the difference on the day of sale. Otherwise, you can bring, wire or messenger certified funds for the increased deposit within the time stated.

**EXPENSES:** You may be responsible for the expenses of owning the property as of the date of sale or as of the date of settlement, including taxes, utility costs and insurance. You may be required to pay interest on the amount of the purchase price, less the amount of your deposit, from the date of the sale to the date you settle for the property. We recommend that you obtain a fire insurance binder on the property immediately as of the date of sale. The purchaser will pay all of the settlement expenses, including title fees and recording costs.

**SETTLEMENT:** The settlement or closing period is specified within the terms of sale. If settlement is based on ratification by a Court, the ratification period is typically forty-five to sixty days, but might take longer. You will be expected to settle for the property within the specified time.

**FINANCING:** It is the purchaser's responsibility to obtain financing. If you plan to use a mortgage to purchase the property, we recommend that you apply for the loan immediately. If the bank must take longer than the specified time to complete the loan, the sellers may extend settlement for a short period if you can provide proof of a loan commitment. If you do not obtain the financing within the specified time for settlement, you will be in default of your contract of sale.

**BIDDING PROCEDURE:** At the conclusion of the announcement and question period, the auctioneer will solicit bids for the property. Bids are generally made either orally or by raising a hand. Bidding increments are made in amounts acceptable to the auctioneer, who may set a minimum bidding increment as the sale progresses. Any bid that is merely a nominal or fractional advance may be rejected by the auctioneer if in his judgement it may affect the sale injuriously. If a dispute arises between two or more bidders, the auctioneer shall decide in favor of one of the bidders, or immediately re-offer the property.

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