

Piel Law Firm, LLC
502 Washington Avenue, Suite 730
Towson, Maryland 21204

SUBSTITUTE TRUSTEES' SALE
RESIDENTIAL REAL PROPERTY

LUTHERVILLE

BRICK LUXURY HOME

9 Bedrooms ♦ 9 Baths ♦ 3-Car Garage
7,593± Square Feet ♦ On 1.92± Acres

Known As
11108 GREENSPRING AVENUE
Near Woodland Drive
Baltimore County, MD 21093

Under and by virtue of the power of sale contained in that certain Purchase Money Deed of Trust, Security Agreement, and Assignment of Contracts, Leases and Rents executed by R.B.J. Properties LLC and dated December 31, 2020, and recorded among the Land Records of Baltimore County, Maryland, at Liber 46604, page 283 (the "Deed of Trust"), the holder of the indebtedness secured by the Deed of Trust (the "Noteholder") having subsequently appointed Hunter C. Piel and Scott B. Wheat (the "Substitute Trustees") as Substitute Trustees by instrument duly executed, acknowledged and recorded among the Land Records of Baltimore County, Maryland for the purposes therein contained, default having occurred under the terms of the Deed of Trust and at the request of the party secured thereby, the Substitute Trustees will offer for sale to the highest qualified bidder at the subject property, 11108 Greenspring Avenue, Lutherville-Timonium, Maryland 21093, on:

WEDNESDAY, MAY 17, 2023
AT 2:00 P.M.

ALL OF THAT real property being situate in Baltimore County, Maryland, being more particularly described in the Deed of Trust, and generally known 11108 Greenspring Avenue, Lutherville-Timonium, Maryland 21093 (the "Property").

The property is improved by a two story brick traditional home, built in 2006, containing 7,593 square feet of living area, 4,699 square feet of basement space and 836 square foot garage, according to public tax records. The house was renovated in 2022, with new HVAC, kitchen and baths. The home is believed to contain a large foyer, living room, dining room, kitchen with twin 10' islands with waterfall counters, oversized pantry, large family room, nine bedrooms, nine baths, lower level movie theater, hardwood floors, ceramic tile in lower level, tray ceilings, recessed lighting, multiple heat pumps and central air conditioning, multiple fireplaces. Partially wooded

1.92 acre lot. Three-car garage, oversized driveway with parking for approximately 10 cars. In fee simple.

TERMS OF SALE: A deposit in the amount of Fifty Thousand Dollars (\$50,000.00), payable in cash or certified check, will be required of the purchaser(s) at the time and place of sale. The deposit must be increased to 10% of the purchase price within two (2) business days after the sale and delivered to the office of the auctioneer in the same form as the initial deposit. 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.

All senior liens, real estate taxes, recordation taxes, assessments, ground rents, water charges and municipal charges owed against the Property, which are not extinguished as a matter of law by the foreclosure sale, shall be the sole responsibility of the purchaser(s) and shall be paid for by the purchaser at settlement. In the event taxes or other municipal charges owing on or with respect to the Property have been prepaid they shall be adjusted at settlement between the Substitute Trustees and the purchaser(s) to the date of the foreclosure sale.

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 Property or the improvement thereon. The Property will also be sold subject to: (a) all existing housing, building and zoning code violations; (b) all critical area and wetland violations; (c) all environmental problems, conditions and violations which may exist on or with respect to the Property; and (d) all matters and restrictions of record affecting the Property. 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 County, Maryland.

The Property will be sold subject to 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 facts that an accurate survey or physical inspection of the Property might disclose, and agreements of record.

The purchaser(s) 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(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 County, Maryland, unless said period is extended by the Substitute Trustees in Substitute Trustees' sole and absolute discretion. 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. 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.

Hunter C. Piel,
Scott B. Wheat,
Substitute Trustees

For further information, contact:
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Jeffersonian – April 27, May 4, May 11