

# AJ BILLIG

REAL ESTATE • AUCTIONEERS

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Protas, Spivok & Collins, LLC  
4330 East West Highway – Suite 900  
Bethesda, MD 20814

## TRUSTEE'S AUCTION

To The Highest Bidder, Regardless of Price!

## SILVER SPRING

### "Maydale"

Well Located

## TWO STORY COLONIAL HOME

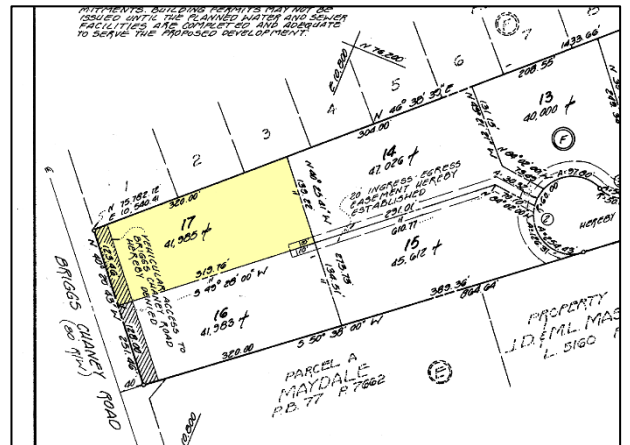
5 Bedrooms ♦ 4.5 Baths ♦ 3 Car Garage  
1± Acre Landscaped Lot

Sale On Premises

## 2053 MAYFLOWER DRIVE

Near Briggs Chaney Road  
Montgomery County, MD 20905

**MONDAY, OCTOBER 16, 2023**  
**AT 11:00 A.M.**



Pursuant to an order of the Circuit Court for Montgomery County, passed in the matter of Michele Coleman-Bennett, Plaintiff v. William Bennett, II, Defendant, Case No. 174880FL, the undersigned Trustee will sell the above-captioned property at public auction, on the premises as noted.

### **LOCATION:**

2053 Mayflower Drive is located in the Maydale subdivision in the Spencerville or Burtonsville area of Montgomery County. The property is within a Silver Spring zip code. Maydale is comprised of roughly 100 homes located north of Briggs Chaney Road, between Good Hope Road and Peach Orchard Road. Neighborhood homes were constructed predominantly between the late 1950s and 1990s, with a variety of architectural styles and sizes. Lots are well-sized with tidy landscaping. Positioned a short distance from Columbia Pike (US-29), the Intercounty Connector (MD-200) and New Hampshire Avenue, the neighborhood is well positioned for easy access throughout the immediate area. I-95 is just 5 miles west, and the Capital Beltway (I-495) is about 8 miles south. Groceries, restaurants and retail shopping are located within a short distance, notably along Spencerville Road and Columbia Pike. A number of parks, including the Maydale Conservation Park and Nature Classroom, community centers and houses of worship are also in the immediate area. According to the Montgomery County Public Schools website, nearby schools are Fairland Elementary, Benjamin Banneker Middle and the Northeast High School Consortium, which has a choice process for Blake, Paint Branch or Springbrook High Schools.

For more information about the area, please visit:

Montgomery County, MD – <https://www.montgomerycountymd.gov/>

Montgomery County Public Schools – <https://www2.montgomeryschoolsmd.org/>

## **SITE:**

Lot size – 41,985 square feet or 0.964 acre, more or less. Known as lot numbered Seventeen (17), Block “F” in the subdivision known as “Maydale,” recorded in Montgomery County Plat Book 136 plat number 15763.

The lot features mature landscaping leading to a stately entry, and an asphalt driveway leading to a side loading garage. Ample front and rear yards.

The property is believed to have public water, public sewer, natural gas and other publicly available utilities.

Zoned RE-1

[Plat](#)

[Tax Map](#)

[GIS Map](#)

## **IMPROVEMENTS:**

Two story colonial home with three car attached garage. The home was constructed in 1988, contains 3,900 square feet above grade and 2,060 square feet of mostly finished basement space. The home is arranged as follows:

### Exterior:

- Brick exterior
- Believed to be frame construction with masonry foundation
- Vinyl-clad windows
- Asphalt architectural shingle roof

### Interior:

#### First floor –

- Two story entry foyer – tile floor
- Ornate, curved staircase
- Hall closet
- Powder room – tile floor
- Formal living room – hardwood floor and fireplace
- Formal dining room – hardwood floor
- Eat-in kitchen – tile floor, stone countertop, breakfast nook, coffee bar, stainless steel appliances, gas range
- Laundry area with access from garage and rear yard – tile floor
- Great room – tile floor, coffered ceilings, wood-burning fireplace with stone mantle

#### Second floor –

- Hallway – wood floor
- Bedroom – carpet, ceiling fan
- Full bathroom – tile floor
- Bedroom with en-suite bath – carpet in bedroom and tile in bath
- Bedroom – converted to closet use, carpet
- Primary bedroom suite –
- Bedroom area – carpet and wood floors, lounge area
- Bathroom – tile floor, dual head shower, jetted tub, double vanity

#### Basement/Mechanical –

- Recreation room with wet bar – tile floor, fireplace
- Family room – tile floor
- Kitchenette with seating area or table space – tile floor
- Bedroom – carpet
- Steam room
- Mechanical:
  - Gas forced air heat
  - CAC
  - Gas fired 83 gallon water heater

**TITLE:**

The property is sold free and clear of liens. Legal description – All that fee simple parcel of land, situate and lying in Montgomery County, State of Maryland, being more fully described in the Deed, dated May 14, 2002, recorded among the Land Records of Montgomery County in Book MQR 21203, Page 122. The improvements thereon being known as 2053 Mayflower Drive.

**TAXES:**

Published annual real estate taxes are \$8,465.92, based on a full value assessment of \$676,500.

**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.

**TERMS OF SALE:**

A \$50,000 deposit, 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 by 12:00 P.M., on Tuesday, October 17, 2023, at the Auctioneer's Office. 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 Montgomery County at a location designated by the Trustee. If payment of the balance does not take place within the specified time, the deposit shall be forfeited or 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 of 8% per annum, 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 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 Trustee, 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 Trustee is 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 Trustee 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**

Authority to cancel this sale rests solely with the Trustee and/or the Auctioneers. Prospective buyers should disregard all other statements and comments made by any other person or entity regarding minimum bids, pricing and cancellations of the sale. Additional terms may be announced at the time of sale. The Trustee reserves: (1) the right to accept or reject any or all bids; (2) the right to modify or waive the requirements for bidders' deposits and terms of sale and/or settlement; (3) the right to withdraw the Property from the sale before acceptance of the final bid; and (4) the right to cancel or postpone the sale.

**Jordan M. Spivok, Trustee**



## **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.

**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.