



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

**SUBSTITUTE TRUSTEES' AUCTION**

**UPPER MARLBORO**

**TWO STORY COLONIAL HOME**

Const. 1998 – 4,628 Gross Sq. Ft. – 0.58+/- Acre

Known As

**1401 WHISTLING DUCK DRIVE**

Upper Marlboro, Prince George's County, MD 20774

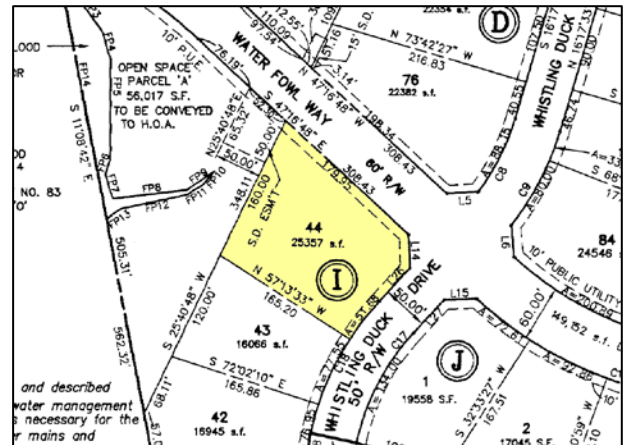
**Sale to Be Held At Duval Entrance**

**CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY**

14735 Main Street, Upper Marlboro, MD 20772

**THURSDAY, OCTOBER 12, 2023**

**AT 11:00 A.M.**



Under and by virtue of the power of sale contained in a certain Indemnity Deed of Trust, Assignment of Rents and Leases, and Security Agreement (“Deed of Trust”), dated November 3, 2016, and recorded among the Land Records for Prince George’s County, Maryland at Book 38859, Page 128, from Cynthia Y. Stevens–Morrison to the Trustees therein, 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 (in the Circuit Court for Prince George’s County, Case No. C-16-CV-23-000721), the undersigned Substitute Trustees will sell at Public Auction, at the Courthouse, the following:

All that fee simple lot of ground and the improvements thereon, situate and lying in Prince George’s County, State of Maryland and being more fully described in the above-referenced Deed of Trust; lot size 25,357 square feet or 0.582 acre, more or less.

The property is believed to be improved by a two story colonial home with attached two car garage constructed in 1998, and containing 3,180 square feet of living area above grade and 1,448 square feet of basement space, according to public tax records. The home is located in the Perrywood Subdivision. According to a previous listing, the home is arranged for 4 bedrooms, 2 full and 2 half-baths. Features are stated to be wood floors, natural gas fired forced-air heat, CAC, public water and public sewer.

The property is being sold subject to a prior Deed of Trust with an approximate balance of \$388,000, plus interest, costs and fees thereon through settlement.

**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 \$20,000 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 11:00 A.M., on Friday, October 13, 2023, 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 Prince George's County at a location designated by the Substitute Trustees. 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 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 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.

Authority to cancel this sale rests solely with the Substitute Trustees and/or the Auctioneer. 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 Substitute Trustees reserve: (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,  
Philip J. Collins, Substitute Trustees

**No Buyer's Premium**



**REAL ESTATE • AUCTIONEERS**

## **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.