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**Absolute Guardian's Sale**  
**REAL ESTATE AUCTION**

To the Highest Bidder Above \$100,000

**PIKESVILLE**  
**"Silver Creek"**

**CAPE COD HOME**

6 Bedrooms ♦ 1.5 Baths

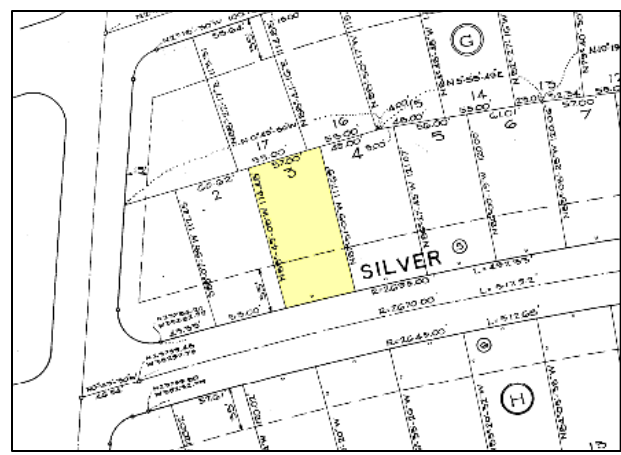
Known As

**728 SILVER CREEK ROAD**

Off Milford Mill Road  
Baltimore County, MD 21208

Sale On Premises

**THURSDAY, FEBRUARY 15, 2024**  
**AT 11:00 A.M.**



*Pursuant to an Order of the Circuit Court for Carroll County passed in the Matter of Thelma Clatterbuck, Case No. C-06-FM-23-000704, the undersigned Guardian of the Property will sell at Public Auction the above-captioned 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. 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.

**LOCATION:**

728 Silver Creek Road located in the Pikesville area of western Baltimore County, two blocks north of Milford Mill Road, east of Scotts Hill Drive and west of Sudbrook Lane. The neighborhood consists of well-kept single family homes built in the 1950s. Beltway (I-695) access is nearby at Exits 18 and 20. The Milford Mill subway station is less than one mile away. Public bus transportation is on Milford Mill Road. Community shopping is also close by. According to the Baltimore County government web site, nearby public schools are Bedford Elementary, Pikesville Middle and Milford Mill Academy. Silver Creek Park is one block north of the home.

**SITE:**

- Rectangular lot 57' x 114'
- Zoning DR 5.5, residential
- Public utilities
- Fenced rear yard

## **IMPROVEMENTS:**

Cape Cod-Style Home, built in 1953, containing 1,324 square feet of living area, according to public tax records.

Exterior – vinyl siding, architectural shingle roof, double-hung, casement and sliding replacement windows, concrete block crawl space foundation, covered rear patio

### First Floor

Living Room – wood floor

Dining Room – wood floor, ceiling fan

Eat-in Kitchen – vinyl floor, gas range/oven, refrigerator, wood cabinets

Half-Bath/Laundry – vinyl floor, washer and dryer

Bedroom – vinyl floor, ceiling fan

Bedroom – carpeting

Full Bath – ceramic tile

Utility Closet

### Second Floor

4 – Bedrooms – carpeting

Mechanical – gas forced air heat, 100 amp. electrical service, gas water heater

*The home needs updating and cosmetic repairs.*

## **TITLE:**

The property was occupied by the original homeowner, who purchased the home in 1954. The property is in fee simple and sold free and clear of liens. Baltimore County Deed Book 2529, Page 405 and Book 6445, Page 508 (ground rent merger deed).

## **TAXES:**

Published annual real estate taxes are \$2,140, based on a full value assessment of \$176,600.

Purchasers may petition for a reduction in the assessment of their property in conjunction with a purchase price substantially less than the currently assessed value of the property. Purchasers are encouraged to contact the Maryland State Department of Assessments & Taxation concerning the appeals process, and may see the following link for helpful information:

<http://dat.maryland.gov/realproperty/Pages/Assessment-Appeal-Process.aspx>

## **SUMMARY TERMS OF SALE:**

*Please see the contract of sale for complete terms.*

A \$10,000 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 within 24 hours at the Auctioneer's office. Deposit funds shall be held by A. J. Billig & Co., LLC. Balance to be paid in cash at settlement, which shall take place within 45 days. If payment of the 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 of 12% per annum, from date of contract to date of settlement. All adjustments, including taxes, all other public charges and assessments payable on a monthly or annual basis, and 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, WHERE IS" condition, subject to easements, agreements, restrictions or covenants of record affecting same, if any. Purchaser assumes the risk of loss from the date of contract forward. The purchaser agrees to waive the right of inspection for lead paint, as provided under current Federal and State law. If the Seller 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 Seller or Auctioneers. Recordation costs, transfer taxes and all costs incidental to settlement to be paid by the purchaser except where otherwise mandated by local, State or Federal law. Time is of the essence.

No buyer's premium.

Karen Allen Nicolaus, Guardian of the Property of Thelma E. Clatterbuck

Please visit this auction's web page for more photos and auction registration:

<https://ajbillig.com/auction/728-silver-creek-road/>

**AJ BILLIG****REAL ESTATE • AUCTIONEERS****410-296-8440** **ajbillig.com**

## **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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