



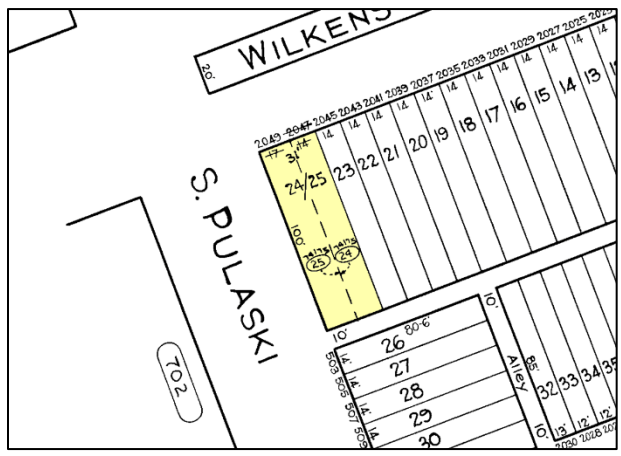
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 Baltimore, Maryland 21201  
 410-385-4234

**SUBSTITUTE TRUSTEES' SALE  
 OF  
 IMPROVED REAL PROPERTY  
 "CARROLLTON RIDGE"**

**6 UNIT  
 APARTMENT BUILDING**

Known As  
**2049 WILKENS AVENUE**  
 CORNER S. PULASKI STREET  
 BALTIMORE, MARYLAND 21223

**SALE ON PREMISES  
 TUESDAY, MARCH 19, 2024  
 AT 11:00 A.M.**



Under and by virtue of the power of sale contained in that certain Deed of Trust dated November 5, 2021, from Donntell A. Bond, originally recorded among the Land Records of Baltimore City, Maryland ("Land Records") at Book 24343, page 269 and rerecorded among the Land Records in Book 26438, page 367 (the "Deed of Trust"), the holder of the indebtedness secured by the Deed of Trust having appointed J. Patrick Gill, Scott W. Foley and Brady L. Rodriguez as Substitute Trustees (the "Substitute Trustees") by Deed of Appointment of Substitute Trustees dated April 19, 2023 and recorded among the Land Records at Book 25830, page 205, as supplemented by that certain Supplemental Deed of Appointment of Substitute Trustees, dated November 29, 2023, and recorded among the Land Records in Book 26495, page 462, default having occurred under the terms of the Deed of Trust and at the request of the party secured thereby (the "Secured Party"), the Substitute Trustees will offer for sale at public auction, on the premises, the following:

All that fee simple lot of land and the improvements thereon, situate and lying in Baltimore City, Maryland, commonly known as 2049 Wilkens Avenue (Ward 20, Section 11, Block 0703, Lot 024), and being more fully described in the Deed of Trust (the "Property") copies of which can be obtained from the Substitute Trustees. The Property is believed to be improved by an end-of-group, formstone front, multi-family building, arranged as six apartment units. Each unit is believed to contain at least one bedroom, one bathroom, a kitchen and a living room. Lot size 31' x 100', more or less.

**TERMS OF SALE:** A non-refundable bidder's deposit in the amount of Twelve Thousand Dollars (\$12,000), payable by certified check or cashier's check (payable to "A.J. Billig & Co., Auctioneers") will be required of the successful bidder (the "Purchaser") at the time and place of sale. The deposit shall be increased to ten percent (10%) of the purchase price within 24 hours at the Auctioneer's office. The deposit shall be placed in the trust account of the Substitute Trustees and shall not accrue interest. The Substitute Trustees will, as a condition to the sale, require all potential bidders to show their deposit before any bidding begins. The Secured Party, if a bidder at the sale, shall be entitled to credit bid and shall not be required to post a deposit. The balance of the purchase price shall be paid in immediately

available funds at settlement, which shall take place at the office of the Substitute Trustees within ten (10) business days following final ratification of the sale by the Circuit Court for Baltimore City (the "Court") unless extended in writing at the sole and absolute discretion of the Substitute Trustees. If payment of the balance of the purchase price does not take place within the specified time or such extended date as may be approved in writing by the Substitute Trustees then, in addition to any other legal or equitable remedies available to the Substitute Trustees and the Secured Party, the deposit may be forfeited, and the Property resold at the risk and expense of the Purchaser. The defaulting Purchaser shall not be entitled to any surplus proceeds or profits resulting from any resale of the Property. In the event the Property is purchased by someone other than the Secured Party, interest shall be paid on the unpaid purchase money at the rate of 11.75% per annum from the date of sale to the date funds are received at the office of the Substitute Trustees. In the event that settlement is delayed for any reason whatsoever, including, but not limited to, exceptions to sale, bankruptcy filings by interested parties or administration of foreclosure by the Court, there shall be no abatement of interest caused by the delay.

If the Substitute Trustees are unable to convey good and marketable title to the Property, the Purchaser's sole remedy in law or equity shall be limited to the refund of the deposit. Upon refund of the deposit, the sale shall be null and void and of no effect, and the Purchaser shall have no further claim against the Substitute Trustees, the Secured Party or the Auctioneer. All taxes, ground rent, water and sewer, homeowner association charges, and all other public and private charges and assessments including, without limitation, paving, sanitary and/or metropolitan district charges due or payable at the time of settlement shall be borne by the Purchaser and paid for by the Purchaser at settlement. In addition, all recordation and transfer taxes and costs, and all other costs incident to settlement, shall be paid by the Purchaser at settlement. Notwithstanding anything contained herein to the contrary, the Substitute Trustees are not imposing a requirement on the Purchaser to pay additional legal fees incurred by the Substitute Trustees associated with the settlement (including fees for any attorney who reviews settlement documents on behalf of the Substitute Trustees). Conveyance of the Property by the Substitute Trustees shall be by Substitute Trustee's Deed without covenant or warranty. At settlement, the Purchaser shall provide all additional information and documentation reasonably requested by the Substitute Trustees and/or the Secured Party in order to comply with all applicable anti-money laundering, anti-terrorism or other applicable laws or regulations. Time shall be of the essence for the Purchaser.

The Property will be sold in an "AS IS" condition with "ALL FAULTS", and without any recourse, representations, or warranties, express or implied, as to the nature, condition, value, use or description of the Property or the improvements thereon. The Purchaser is responsible for, and the Property is sold subject to, any and all environmental violations, matters, problems, conditions or hazards, whether latent or observable, if any, that may exist at or affect or relate to the Property and to any governmental requirements affecting the same, nuisances, violation notices, building code violations, zoning code violations, critical area and wetland violations, encumbrances, easements, equitable servitudes, conditions, rights of way, restrictions, rights of redemption, covenants, declarations, ground leases and other agreements affecting the Property that are not extinguished by operation of law as a result of the sale. In addition, the Property is being sold subject to such state of facts that an accurate survey or physical inspection of the Property might disclose. The 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 Secured Party, the Auctioneer, 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.

Authority to cancel this sale rests solely with the Substitute Trustees and/or the Auctioneer. Prospective purchasers 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 the right to (1) accept or reject any and all bids, (2) modify or waive the requirements for bidders' deposits and terms of sale and/or settlement, (3) withdraw the Property from the sale before acceptance of the final bid, and (4) cancel or postpone the sale.

**NOTE:** The information contained herein and available on the Auctioneer's web site has been obtained from sources deemed reliable and is believed to be substantially accurate but is offered for informational purposes only. Neither the Auctioneer, the Substitute Trustees, or the Secured Party make any representations or warranties with respect to the accuracy of the information contained herein or in any of the information and materials made available to prospective purchasers and no express or implied warranties or representations may be inferred. Prospective purchasers are encouraged to perform their own due diligence, in advance of the auction, regarding the Property, existing structures and improvements thereon and the permitted uses thereof.

J. Patrick Gill, Scott W. Foley and Brady L. Rodriguez, Substitute Trustees

**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.

**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.