



410-296-8440   
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One House At A Time, Inc.  
3553 Chestnut Ave., Suite 2N  
Baltimore, MD 21211

## **ABSOLUTE RECEIVER'S AUCTIONS**

*To The Highest Bidders Over \$5,000*

## **GALLERY AUCTION 21 BALTIMORE CITY PROPERTIES**

*- All Properties Require Renovation -*

**★ BIDDER PRE-QUALIFICATION REQUIRED ★**

**WITH ONE HOUSE AT A TIME**

**BY 9:00 A.M. TUESDAY, MAY 28<sup>TH</sup>**

*Previously Qualified Bidders Must Verify Their Status  
& Provide The Receiver Approved Identification*

*- See Pre-Qualification Requirements Below -*

### **NEIGHBORHOODS INCLUDE:**

- ★ Waltherson ★ Saint Josephs ★ Better Waverly ★ Allendale ★
- ★ Madison Park ★ Carroll-South Hilton ★ Winston-Govans ★
- ★ Wilson Park ★ Broadway East ★ Greenspring ★ And More ★

*Sales To Be Held:*

### **DELTA HOTELS BALTIMORE NORTH**

Village of Cross Keys  
5100 Falls Road, Baltimore, MD 21210

**TUESDAY, JUNE 4, 2024  
AT 11:00 A.M.**

Pursuant to the Orders Appointing a Receiver to Sell a Vacant Building, et al., of the District Court of Maryland for Baltimore City, as noted below, passed in the matter of Mayor and City Council of Baltimore acting by and through the Baltimore City Department of Housing and Community Development, Petitioner v. the following Respondents, as per the case numbers stated below, the undersigned Receiver, acting in its capacity as a court appointed trustee, will sell at public auction, all those leasehold and fee simple lots of ground and the improvements thereon, situate and lying in Baltimore City, State of Maryland and being more fully described in the Deeds referenced as noted.

Address Neighborhood	Respondent(s) Case No. Deed Reference	Lot Size Fee Simple Or Annual Ground Rent	Description
<b>539 E. 23RD STREET</b> "East Baltimore Midway" 21218-5410	Nicholas Rains, et al. 20963-23 Liber FMC 9739, folio 25	13'9" x 87'5" \$0.01 (UR)	Two story brick inside-group shell townhome.
<b>504 E. 43RD STREET</b> "Wilson Park" 21212-4801	Topstone Inv BWI 1, LLC 21621-22 Liber MB 20915, folio 228	15' x 112' Fee simple	Two story brick inside-group porchfront townhome.
<b>514 E. 43RD STREET</b> "Wilson Park" 21212-4801	Twisted Table, LLC, et al. 06318-23 Liber MB 24472, folio 1	15' x 112' Fee simple	Two story brick inside-group porchfront townhome.
<b>45 N. ABINGTON AVENUE</b> "Carroll-South Hilton" 21229-3703	43 North Abington, LLC 20287-23 Liber FMC 10060, folio 430	18' x 73' \$90 (UR)	Two story brick corner building. Zoned R-7, vacant, formerly approved for a grocery store and one dwelling unit.
<b>2524 BOARMAN AVENUE</b> "Greenspring" 21215-6906	Charles Neal Construction G/M, LLC, et al. 12775-23 Liber MB 23667, folio 86	19'3" x 80' \$86 (UR)	Two story brick end-of-group porchfront townhome. Fenced yard
<b>1929 DRUID HILL AVENUE</b> "Druid Heights" 21217-3503	Christopher French 16443-23 Liber FMC 6675, folio 1098	16'6" x 100' \$155.50	Three story brick inside-group townhome.
<b>601 DUMBARTON AVENUE</b> "Pen Lucy" 21218-1229	601 Dumbarton, LLC 03667-22 Liber FMC 15802, folio 20	20' x 100' \$75	Two story brick end-of-group porchfront townhome.
<b>710 N. DUNCAN STREET</b> "Middle East" 21205-2316	Pristine Realty Property Mgmt, LLC 12512-23 Liber MB 24260, folio 192	12' x 45' Fee simple	Two story brick inside-group townhome.
<b>513 N. EDGEWOOD STREET</b> "Allendale" 21229-3060	Kallpa Real Estate, LLC 20588-23 Liber MB 25141, folio 230	20' x 76'6" Fee simple	Two story brick inside-group porchfront townhome.
<b>4009 W. GARRISON AVENUE</b> "Langston Hughes" 21215-5735	Christopher H. Francis, et al. 17764-23 Liber SEB 1734, folio 403	17'6" x 100' Fee simple	Two story brick inside-group townhome.
<b>710 GORSUCH AVENUE</b> "Better Waverly" 21218-3524	Donald E. Masken, et al. 23266-21 Liber SEB 5737, folio 36	40' x 95' Fee simple	Two and one-half story traditional home.

<b><u>2004 HOMEWOOD AVENUE</u></b> "East Baltimore Midway" 21218-6147	Estate of Quincy Adair, et al. 00307-24 Liber RHB 3205, folio 759	14'2" x 124' \$120	Three story brick inside-group shell townhome.
<b><u>2048 KENNEDY AVENUE</u></b> "East Baltimore Midway" 21218-6331	Estate of Diane Walker 03058-24 Liber SEB 2941, folio 459	15' x 90' Fee simple	Two story brick inside-group porchfront townhome.
<b><u>711 1/2 MCCABE AVENUE</u></b> "Winston-Govans" 21212-4213	Estate of Arthur Lee James, et al. 19729-23 Liber FMC 12385, folio 83	14'10" x 107'5" Fee simple	Two story brick end-of-group porchfront townhome.
<b><u>1403 MCCULLOH STREET</u></b> "Madison Park" 21217-3438	Erasmus Investments, LLC (forfeited) 04769-20 Liber MB 20136, folio 99	20' x 95' Fee simple	Three story brick inside-group shell townhome.
<b><u>23 S. MORLEY STREET</u></b> "Saint Josephs" 21229-3645	Terry R. Woodley 14099-23 Liber FMC 13548, folio 41	16' x 100' \$90	Two story brick end-of-group porchfront townhome.
<b><u>1806 E. OLIVER STREET</u></b> "Broadway East" 21213-3146	Estate of Leroy Lowther 18578-23 Liber RHB 3666, folio 849	13'6" x 70' \$84	Two story brick inside-group shell townhome.
<b><u>4217 PIMLICO ROAD</u></b> "Greenspring" 21215-6909	Zulfiqar Ahmad 01229-23 Liber FMC 6576, folio 80	20'4" x 91'8" \$90	Two story brick inside-group shell townhome.
<b><u>622 N. POTOMAC STREET</u></b> "Ellwood Park-Monument Park" 21205-2733	Erik Carroll 04402-24 Liber FMC 5147, folio 67	13'10" x 67' \$96 (UR)	Two story brick inside-group shell townhome.
<b><u>2231 SIDNEY AVENUE</u></b> "Westport" 21230-3137	Voss Design Group Inc, et al. 04013-22 Liber XAC 26057, folio 346	15' x 82' \$120	Three story brick end-of-group shell townhome.
<b><u>2233 SIDNEY AVENUE</u></b> "Westport" 21230-3137	Voss Design Group Inc, et al. 04014-22 Liber XAC 26057, folio 192	14'3" x 82' Fee simple	Two story brick inside-group shell townhome.
<b><u>3006 SOUTHERN AVENUE</u></b> "Waltherson" 21214-3217	Mortgage Assets Management, LLC 25277-23 Liber XAC 26050, folio 180	55'2" x 144'2" Fee simple	Two story single family home.

Lot sizes and gross building area were obtained from public tax records and are more or less. Properties are zoned residential, unless otherwise noted. Annual ground rents are payable in equal semi-annual installments on the noted dates, in each and every year.

**IMPORTANT - THE PROPERTIES ARE BEING SOLD SUBJECT TO VACANT BUILDING NOTICES ("VBN") BY THE CITY OF BALTIMORE. THE PURCHASER SHALL BE REQUIRED TO REHABILITATE EACH PROPERTY ACCORDING TO THE ORDER(S) UNDER THAT VBN.**

### **TERMS OF SALE**

A \$3,000 deposit on each property, payable by certified check or cashier's check (NO CASH), will be required of the purchaser at time and place of sale. The deposit shall be increased to 10% of the purchase price within 24 hours at the Auctioneer's Office. Balance to be paid in cash at settlement, which shall take place thirty (30) days following final ratification of the sale by the District Court of Maryland for Baltimore City at a location designated by the Receiver. Interest on unpaid purchase money charged at rate of 8% per annum from the date of final ratification of sale to the date of settlement. All recordation taxes, transfer taxes, and other costs incident to the sale and settlement shall be borne by purchaser. Purchaser's adjustments for ground rent, governmental taxes, municipal charges or assessments, shall be as of the date of settlement. The Receiver may, in its sole and absolute discretion, extend or adjust the date of settlement as may be required; however, in the event of delay due to purchaser (as determined by Receiver), the purchaser's adjustments shall be as of the settlement date originally provided in the contract of sale. The Receiver, in its sole and absolute discretion, may reduce the amount of purchaser's interest or adjustments due to extension of the settlement date. Time is of the essence for purchaser's obligations. If Receiver is unable to deliver good and marketable title, 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 Receiver or Auctioneers. If purchaser breaches the contract of sale, the Receiver may elect to retain the deposit as liquidated damages.

Each property is being sold and purchaser agrees to accept the property "AS IS", "WHERE IS", and "WITH ALL FAULTS," without any representation or warranty whatsoever as to its condition, environmental matters, permit status, construction, faulty construction or damage to improvements, violation of laws, fitness for any particular purpose, development, merchantability, occupancy or any other warranty or matter of any nature whatsoever, express or implied, all whether known or unknown and whether disclosed or undisclosed. The purchaser waives and releases the Receiver, 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. 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.

Each property is sold subject to all easements, conditions, restrictions, covenants, ground rents, agreements and other matters of any nature identified in this Advertisement, or appearing in any public records on or before the date of sale or announced at the Public Auction, as well as any matters that an accurate survey or physical inspection of the property might disclose. The ground rent or fee simple title stated for each property is as determined from sources deemed to be reliable, and is believed to be accurate. However, no express or implied warranty is made or may be inferred from any such representation. Any ground rent determined to be on the property, including the redemption thereof, is the sole responsibility of the purchaser, irrespective of whether that ground rent is stated within the advertisement or contract of sale. Each property will be conveyed by Receiver's Deed without warranties. Each property is sold subject to all matters referenced in the vacant building receivership proceeding pending in the District Court of Maryland for Baltimore City, including, but not limited to exceptions to sale and all housing, building and zoning code violations.

Due to the nature of the Receivership action and the Order of the District Court of Maryland for Baltimore City, purchaser shall not assign the contract of sale without prior, written permission of the Receiver, which may be withheld in Receiver's sole and absolute discretion.


**ALL BIDDERS MUST APPLY TO PRE-QUALIFY WITH ONE HOUSE AT A TIME BY 9:00 AM TUESDAY, MAY 28, 2024. Please see [ajbillig.com](http://ajbillig.com) or call the Auctioneers for proper form. Bidders who are not pre-qualified SHALL NOT be allowed to participate in this auction; NO EXCEPTIONS.**

**NOTE: If you have pre-qualified for other One House At A Time, Inc. Receiver Auctions, you must also pre-register by 9:00 AM TUESDAY, MAY 28, 2024 to receive your assigned bidder number. To pre-register, please email [office@onehousebaltimore.org](mailto:office@onehousebaltimore.org) and state your intention to bid. You will be required to provide bidder identification document(s), but may not be required to complete another form. Buyers who fail to sign contracts of sale and provide deposits by the post-auction deadline will be prohibited from bidding on properties with One House At A Time, Inc. for three (3) years.**

One House At A Time, Inc., Receiver

**No Buyer's Premium**



**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.