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Thomas M. Weschler, Esquire McLeod, Weschler & Yeager, P.C. 141 West Patrick Street, First Floor, Frederick, Maryland 21701

## **TRUSTEE'S AUCTION**



Two and One-Half Story
TRADITIONAL HOME

0.16± Acre • 6 Bedrooms ◆ 1.5 Baths

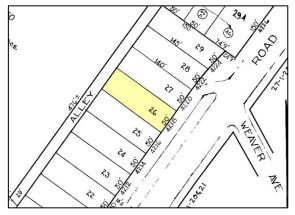
Sale On Premises

### **4218 HARFORD TERRACE**

A/K/A 4218 Harford Road Near Argonne Drive Baltimore City, MD 21214

#### WEDNESDAY, JUNE 26, 2024 AT 12:00 NOON





Pursuant to an order of the Circuit Court for Frederick County, Maryland, passed in the matter of Emily Faith Fuller, Plaintiff v. Jerrod Antonio Fuller, Defendant, Case No. C-10-FM-23-1402, the undersigned Trustee will sell at public auction, on the premises, the following:

**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:

4218 Harford Terrace is located in the Lauraville neighborhood in northeast Baltimore City. Surrounding neighborhoods include Morgan Park, Beverly Hills and Waltherson. According to LiveBaltimore.com, "Lauraville is a leafy neighborhood in Northeast Baltimore where residents pride themselves on maintaining a thriving tree canopy. Residents enjoy a suburban feel with tree-lined streets and open parkland as well as walkability and affordability." Harford Road, Hamilton-Lauraville Main Street, is home to many of Baltimore's iconic shops and restaurants. Koco's Pub, home to one of Baltimore's favorite crab cakes, is across the street, and Zeke's Coffee is within one-half mile. Pharmacies, grocery options and entertainment can be found within a one mile radius. There are several bus and public transportation options on Harford Road and Cold Spring Lane. If the tree-lined streets of Lauraville aren't enough, there are several parks and trails available close by. Nature lovers can take advantage of Herring Run Park and Lake Montebello for exercise and outdoor time. Nearby employers include Morgan State University and MedStar Good Samaritan Hospital.

For more information about the area, please visit: Lauraville – <u>https://livebaltimore.com/neighborhoods/lauraville/</u> Lauraville Community Association – <u>https://www.livelauraville.org/</u> Hamilton Lauraville Main Street – <u>https://hamiltonlauraville.org/</u>

#### <u>SITE:</u>

Lot size – 50' x 140', more or less

Fenced front and rear yards. Mature landscaping. Off-street parking potential. All public utilities.

Zoned R-3 Residential

#### **IMPROVEMENTS:**

Two and one-half story traditional frame home with covered front porch. According to public tax records, the home was constructed in 1920, contains 2,410 square feet of living area above grade and 832 square feet of basement space.

The property is believed to have been fully renovated in 2018 and arranged for a living room, kitchen, 6 bedrooms and 1.5 baths. According to one of the owners, features include: new plumbing, new asphalt shingle roof, new furnace, updated kitchen with new appliances, updated baths, deck, new siding, new doors, new fencing, sump pump and new electrical panel.

#### TITLE:

Sold subject to a \$120 annual ground rent, due in semi-annual installments on the 23rd days of June and December in each and every year. Baltimore City Deed Book MB 19998, Page 0040.

#### TAXES:

Current annual real estate taxes are \$4,690.90, based on a full value tax assessment of \$198,767.

#### TERMS OF SALE:

See Legal Advertisement for Complete Legal 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 12:00 P.M., on Thursday, June 27, 2024, 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 Frederick 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 Buyers 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.

Thomas M. Weschler, Trustee

Please visit this auction's web page for more photos and auction registration: <u>https://ajbillig.com/auction/4218-harford-terrace/</u>



# **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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