


AJ BILLIG

REAL ESTATE • AUCTIONEERS

410-296-8440 

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DISTRICT COURT OF MARYLAND FOR BALTIMORE COUNTY

120 EAST CHESAPEAKE AVENUE

TOWSON, MARYLAND 21286-5307

NOTICE OF CONSTABLE'S SALE

(Rule 3-644 b)

TWO STORY TOWNHOUSE

Known As

44 KING CHARLES CIRCLE

"Kings Court"

Rosedale, Baltimore County, MD 21237

Sale To Be Held at the Courthouse Door

120 E. Chesapeake Avenue, Towson, MD 21286

THURSDAY, JANUARY 16, 2025

AT 10:00 A.M.

By virtue of a Writ of Execution passed in the matter of King's Court Condominium, Section 3, Plaintiff/Judgement Creditor (the "Plaintiff") vs. Francisco Rivas, Defendant/Judgement Debtor (the "Defendant"), Case No. D-08-CV-22-031416, issued out of the District Court of Maryland for Baltimore County, the undersigned Constable will sell all of the Defendant's right, title, interest and estate in the real property, as follows:

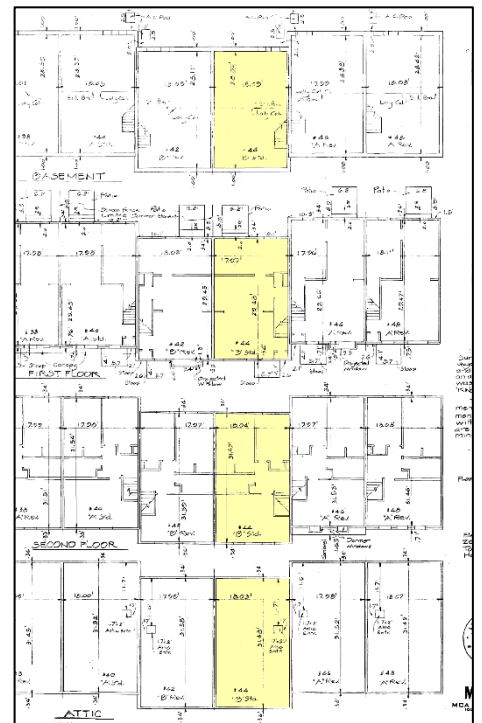
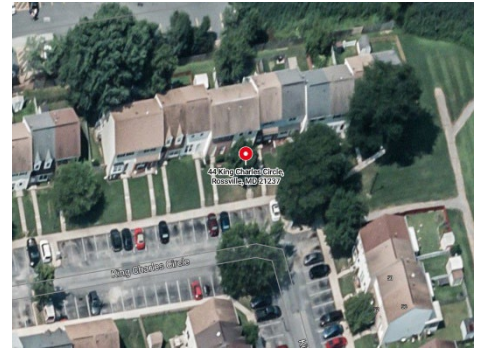
All that fee simple condominium unit, situate and lying in Baltimore County, State of Maryland and being more fully described in the Deed to the above Defendant, dated September 23, 2005, and recorded among the Land Records of Baltimore County in Book SM 22646, Page 567.


The improvements are believed to comprise a two story vinyl siding inside-garage townhouse. According to public tax records, the home was built in 1975, contains 1,116 square feet of living area and 540 square feet of basement space. The house is believed to contain a living room, dining room, kitchen, 3 bedrooms, bath, rear deck, electric heat and central air conditioning.

NOTE: The property is sold subject to a prior Deed(s) of Trust and liens of record. 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 \$10,000 deposit, payable by certified or cashier's check, will be required of the purchaser at time and place of sale. The holder of the indebtedness, if a bidder at the sale, shall not be required to post a deposit. Balance due within two (2) business days. If payment of the 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. Settlement shall take place within five days following ratification of the sale by the District Court of Maryland. All adjustments as of date of sale. 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 sale forward. The purchaser waives and releases the Constable of Baltimore County, 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. 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 buyer's premium.

James Brady, Supervising Constable
410-512-2020



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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.