



## **FORECLOSURE AUCTION**

### **Baltimore Inner Harbor**

## **HARBORVIEW MARINA**

### **Comprising 278 Wet Slips**

Additional 60 Slip Potential Expansion

### **17,521 SF Condominium Restaurant & Office Space**

Liquor License Rights • Rental Income  
FF& E • Receivables • Onsite Parking

Sale On Premises

## **500 HARBORVIEW DRIVE**

**a/k/a 1401 Key Highway**

Baltimore, MD 21230

**WEDNESDAY, MAY 28  
AT 2:00 P.M.**

Bob Van Galoubandi, Trustee

Please see the attached Legal Advertisement for  
more information and terms of sale.

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

<https://ajbillig.com/auction/harborview-marina/>



## **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.

BOB VAN GALOUBANDI, ESQ.  
1777 REISTERSTOWN ROAD, SUITE 375  
BALTIMORE, MARYLAND 21208

**SUBSTITUTE TRUSTEE'S SALE OF  
HARBORVIEW MARINA**

**INCLUDING 1<sup>ST</sup> AND 2<sup>ND</sup> FLOOR CONDO UNITS OF THE MARINA BUILDING  
TOTALING APX 17,521 SQ/FT OF FLOOR SPACE  
278 +/- WET SLIPS MARINA LOT 2 EXTENSION –  
50 +/- UNFINISHED WET SLIPS,  
MARINA LARGE YACHT EXENSTON –  
5 LARGE UNFISHED WETSLIPS,**

**TOGETHER WITH CERTAIN SUBMERGED LANDS,  
RIPARIAN RIGHTS, DECLARANT RIGHTS,  
PARKING EASEMENT AGREEMENT,  
FLOATING PIERS, THE “RAW BARGE”,  
LICENSEE RIGHTS UNDER LIQUOR LICENSE, AND**

**ALL ASSOCIATED EQUIPMENT, PERSONAL PROPERTY  
AND UCC COLLATERAL**

**LOCATED AT:**

**1401 KEY HIGHWAY (LAND UNITS 2, 4A, 4B, AND 4C),  
500 HARBORVIEW DRIVE (BUILDING UNITS 1 & 2),  
BALTIMORE, MARYLAND 21230**

**WITH VALUABLE RESTAURANT AND  
CATERING AND BANQUET LEASES IN PLACE**

Under and by virtue of the powers of sale contained in that certain: (i) Deed of Trust, Security Agreement, and Assignment of Leases and Rents, dated January 22, 2013, executed and delivered by Baltimore Harborview Marine Center, LLC (the “Borrower”) to the Trustees for the benefit of the holder of the indebtedness (the “Noteholder”), recorded among the Land Records of Baltimore City, Maryland (the “Land Records”), in Liber 14919, folio 075; and (ii) Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated February 3, 2014, executed and delivered by the Borrower to the Trustees for the benefit of the Noteholder, recorded among the Land Records in Liber 16016, folio 373 (collectively, the “Deeds of Trust”); the Noteholder having subsequently appointed Bob Van Galoubandi, Substitute Trustee (the “Trustee”), under the Deeds of Trust pursuant to a Deed of Appointment of Substitute Trustee, dated March 18, 2025, duly executed, acknowledged, and recorded among the Land Records, in Liber 27845, folio 110, default having occurred under the terms of said Deeds of Trust and at the request of the Noteholder, the Trustee will offer for sale to the highest qualified bidder at a public auction on the premises at 500 Harborview Drive, Baltimore, Maryland 21230, on:

**WEDNESDAY, MAY 28, 2025  
AT 2:00 P.M.**

ALL THAT CERTAIN property described in the Deed of Trust, including all that real property described on Exhibits “A” and all that personal property described on Exhibits “B,” thereto, being situate in Baltimore City, Maryland (collectively, the “Property”), and being commonly known and described, as follows:

PARCEL 1:

1401 Key Highway (Land Unit 2)

Tax Account No. 24-13-1922-007A

Together with, All of the riparian rights (the “Burdened Area”) which are appurtenant to or would otherwise be appurtenant to Lots 3, 4, 5, 6 and 7 (the “Benefited Property”) shown on the “First Amended Harborview Subdivision Plan” dated April 2, 1990 and recorded among the Land Records of Baltimore City, Maryland on July 18, 1990 in Plat Pocket Folder S.E.B. No. 3341 (the “Harborview Plat”), Lots 4 and 5 having been resubdivided to create Lots 3-A and 5-A as shown on the plat titled “Re-Subdivision of Lots 4 & 5, Harborview”, recorded on March 6, 2000, as Plat F.M.C. No. 3626, which riparian rights were severed from Lots 3, 4, 5 and 6 and conveyed to Grantor by Deed dated June 29, 1988 and recorded among the Land Records of Baltimore City in Liber S.E.B. No. 1753, folio 459, and which conveyance was confirmed by Confirmatory Deed dated May 13, 1991 by and among Grantor, Grantee and others named therein and recorded among the Land Records of Baltimore City, Maryland in Liber S.E.B. No. 2853, folio 287;

SAVING AND EXCEPTING those riparian rights which are appurtenant to the south side of the aforesaid Lot 7 as shown as Exhibit A attached to that certain Special Warranty Deed dated January 11, 2010 by Harborview Limited Partnership No. 7, a Maryland limited partnership, unto Baltimore Harborview Marine Center, LLC, a Maryland limited liability company, recorded among the Land Records of Baltimore City, Maryland in Liber F.M.C. No. 125, folio 100, said riparian rights area being shown as Liber F.M.C. 12511, folio 106.

PARCEL 2:

500 Harborview Drive (Unit 1)

Tax Account No. 24-13-1922-004B

PARCEL 3:

500 Harborview Drive (Unit 2)

Tax Account No. 24-13-1922-004C

PARCEL 4

1401 Key Highway (Land Unit 4A)

Tax Account No. 24-13-1922-005A

PARCEL 5

1401 Key Highway (Land Unit 4B)

Tax Account No. 24-13-1922-005B

PARCEL 6  
1401 Key Highway (Land Unit 4C)  
Tax Account No. 24-13-1922-005C

TOGETHER WITH the rights contained in a Declaration of Cross Easements by Harborview Limited Partnership No. 7, a Maryland limited partnership, Harborview Limited Partnership No. 6, a Maryland limited partnership, Harborview Limited Partnership No. 2, a Maryland limited partnership, and Harborview Marina and Yacht Club Community Association, Inc. a Maryland incorporated homeowners association dated January 11, 2010, and recorded March 29, 2010 among the Land Records of Baltimore City, Maryland in Liber F.M.C. 12511, folio 85, as may be modified and amended.

AND ALSO TOGETHER WITH the rights contained in a Parking Easement Agreement by and between Harborview Limited Partnership No. 6, a Maryland limited partnership unto Baltimore Harborview Marine Center, LLC, a Maryland limited liability company and the Council of Unit Owners of Harborview Marina Building Condominium, a Maryland condominium dated January 11, 2010 and recorded March 29, 2010 among the Land Records of Baltimore City, Maryland in Liber F.M.C. 12511, page 135, as may be modified and amended.

TOGETHER WITH, such all Declarant's and other rights described in that certain Assignment and Assumption of Declarant Rights and Irrevocable Proxy, dated January 6, 2010, granted by Harborview Limited Partnership No. 7, a Maryland limited partnership to Baltimore Harborview Marine Center, LLC, the grantee, recorded among the Land Records for Baltimore City, Maryland, in Liber 12511, folio 125.

TOGETHER WITH, all the Baltimore Harborview Marine Center, LLC's inventory, equipment, accounts, chattel paper, instruments, letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, rights to payment/performance, general intangibles (incl. software, payment intangibles); fixtures; attachments, accessions, accessories, tools, parts, supplies, commingled goods, additions, replacements, substitutions; insurance refunds, goodwill, records, data, embedded software, equipment/software for records/data; supporting obligations; whether now existing or hereafter arising/owned/acquired. All equity interests (membership, stock, partnership), development rights, franchise/licensing agreements, intellectual property (patents, trademarks, copyrights, trade secrets, databases, software, websites), licenses, fees/royalties, proceeds/products, including, without limitation:

Floating piers, the "Raw Barge" consisting of a floating office barge currently being used as a marina office, and all those certain rights as "Licensee" for the certain LBD7 237 Liquor License as described in that certain Liquor License Management Agreement, dated October 2009, by and among Parkway.Swirnow, Inc. ("PSI"), Richard A. Swirnow ("License Holder" and together with PSI, "Licensor") and Baltimore Harborview Marine Center, LLC ("Licensee"), as the same may have been assigned or sub-leased under the Surviving Leases below described.

Copies of all documents referenced herein are available upon request to the auctioneer. Neither Trustee nor auctioneer make any representations or warranties with respect to the accuracy or completeness of such documents or descriptions contained therein. Purchasers are encouraged to conduct their own due diligence.

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**TERMS OF SALE:** The Property will be offered as an entirety only. A deposit in the amount of (\$500,000.00) (the “Deposit”), payable in cashier’s check, or other form of certified funds acceptable to the Trustee, will be required of the purchaser at the time and place of the sale for the Property. The Purchaser shall be required to increase the Deposit to ten percent (10%) of the purchase price within twenty-four (24) hours of the close of the auction. The balance of the purchase price shall be due in cash or other form of certified funds acceptable to the Trustee with interest on the unpaid balance of the purchase price at the rate of (10%) per annum from the date of sale to and including the date of settlement. In the event the Noteholder, its servicer or an affiliate, or its assignee, is the purchaser, such party will not be required to make a deposit or to pay interest on the unpaid purchase money. Taxes, water, and all other municipal charges and liens owed against the Property (if any) shall be the responsibility of the purchaser and shall be paid by the purchaser at settlement. In addition, all other charges, expenses and liens owed against the Property including, but not limited to, all condominium fees, HOA fees, and expenses and public charges and assessments owed against the Property and payable on a periodic basis, such as sanitary and/or metropolitan district charges (if any) shall also be the responsibility of the purchaser and shall be paid by the purchaser at settlement. The Trustee reserves the right to reject any and all bids, and to extend the time for settlement, if applicable.

The Property shall be sold subject to the terms of that certain: (i) Lease Agreement, dated May 2024, by and between Baltimore Harborview Marine Center, LLC and DiPasquale’s Harborview, Inc. with respect to 4,326 sq/ft area located on the first floor of 500 Harborview Drive, as amended by that certain First Amendment to Lease Agreement, dated June 2024, and that certain Joinder to Lease Agreement, dated October 2024, executed by and among PSI, the License Holder, the Licensee and DiPasquale’s Harborview, Inc., as may be further modified and amended; and (ii) Lease Agreement, dated December 17, 2024, by and between Baltimore Harborview Marine Center, LLC and Venue XIV, LLC with respect to 7,064 sq/ft area located on the second floor of 500 Harborview Drive, as may be modified and amended (together, the “Surviving Leases”).

The Property will be sold in “AS IS” condition and without any warranties or representations, either express or implied, as to the nature, condition or description of the improvements, including without limitation personal property, piers and equipment. In addition, the Property will also be sold subject to all existing housing, building and zoning code violations, subject to all critical area and wetland violations, subject to all environmental problems and violations which may exist on or with respect to the Property, and subject to all matters and restrictions of record affecting the same (if any). The purchaser at the foreclosure sale shall assume the risk of loss for the above-referenced Property immediately after the sale takes place. It shall be the purchaser’s responsibility to obtain possession of the Property following ratification of the sale by the Circuit Court for Baltimore City.

The Property will be sold subject to all easements, conditions, ground leases, senior liens, taxes, restrictions, rights of redemption, covenants, encumbrances, agreements, and the Surviving

Leases, and such state of facts that an accurate survey or physical inspection of the Property might disclose (if any) that are not otherwise extinguished by operation of law.

The purchaser shall pay all state and local transfer taxes, use and sales taxes, recordation taxes and fees, title examination costs, attorneys' fees, conveyance fees and all other incidental settlement costs. The purchaser shall settle and comply with the sale terms within twenty (20) days following the final ratification of sale by the Circuit Court for Baltimore City, unless said period is extended by the Trustee for good cause shown. Time is of the essence. Settlement shall be held at the office of the Trustee.

In the event the purchaser fails to go to settlement as required, subject to order of court, purchaser agrees that the Property may be resold and the entire deposit retained by the Trustee as liquidated damages for all losses occasioned by the purchaser's default and purchaser shall have no further liability. The defaulted purchaser shall not be entitled to any surplus proceeds resulting from said resale even if such surplus results from improvements to the Property performed by defaulted purchaser.

If the Trustee is unable to convey the Property as described above, the purchaser's sole remedy at law or in equity shall be limited to the refund of the aforementioned deposit, without interest thereon. Upon refund of the deposit to the purchaser, the sale shall be void and of no effect, and the purchaser shall have no further claim against the Trustee or the Noteholder.

The information contained herein is offered for informational purposes only. The Auctioneer, the Noteholder and the Trustee do not make any representations or warranties with respect to the accuracy of this information.

Bob Van Galoubandi,  
Substitute Trustee

For further information, contact:

Bob Van Galoubandi, Esq.  
1777 Reisterstown Road, Suite 375  
Baltimore, Maryland 21208  
(410) 739-4562



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BALTIMORE SUN – MAY 8, MAY 15 AND MAY 22