#### Piel Law Firm, LLC 502 Washington Avenue, Suite 730 Towson, Maryland 21204

#### SUBSTITUTE TRUSTEES' SALE

# **FELLS POINT AREA**

### COMMERCIAL PROPERTY

Known As:

# 4 N. BROADWAY

Corner Moyer Street **BALTIMORE**, **MARYLAND 21231** 

Under and by virtue of the power of sale contained in that certain Deed of Trust, Security Agreement, and Assignment of Contracts, Leases and Rents executed by Micalan Group LLC and dated March 7, 2024, and recorded among the Land Records of Baltimore City, Maryland, at Liber 26892, page 5 (the "Deed of Trust"), the holder of the indebtedness secured by the Deed of Trust (the "Noteholder") having subsequently appointed Hunter C. Piel and Scott B. Wheat (the "Substitute Trustees") as Substitute Trustees by instrument duly executed, acknowledged and recorded among the Land Records of Baltimore City, Maryland for the purposes therein contained, default having occurred under the terms of the Deed of Trust, the Substitute Trustees will offer for sale to the highest qualified bidder at 4 N. Broadway, Baltimore, Maryland 21231, on:

### WEDNESDAY, NOVEMBER 19, 2025 AT 11:00 A.M.

ALL OF THAT real property being situate in Baltimore City, Maryland, in fee simple, being more particularly described in the Deed of Trust, and generally known as 4 N. Broadway, Baltimore, Maryland 21231 (the "Property"). Lot size: 30' x 76', more or less, according to tax records.

The property is believed to be improved by a three level semi-detached brick building. According to public records accessed by the Auctioneer, the building was constructed in 1938. According to the Baltimore CityView Website accessed by the Auctioneer, current zoning is OR-1/R-MU.

**TERMS OF SALE:** A deposit in the amount of Fifteen Thousand Dollars (\$15,000.00), payable in cash, certified check, or other form acceptable to the Substitute Trustees, in their sole and absolute discretion, will be required of the purchaser(s) at the time and place of sale. The deposit must be increased to 10% of the purchase price within two (2) business days, and delivered to the office of the Auctioneer in the same form as the initial deposit. The balance of the purchase price shall be due in cash or by certified check with interest on the unpaid balance of the purchase price at the rate of ten percent (10%) per annum from the date of sale to and including the date of settlement. In the event the Noteholder, or an affiliate thereof, is the successful bidder at the sale, such party will not be required to make a deposit or to pay interest on the unpaid purchase money.

Taxes, water rent, ground rent, if any, and all other municipal charges and liens owed against the Property shall be the sole responsibility of the purchaser(s) and shall be paid by the purchaser(s) at settlement. In addition, all other charges, expenses and liens owed against the Property including, but not limited to, all condominium fees and expenses and public charges and assessments owed against the Property and payable on an annual basis, such as sanitary and/or metropolitan district charges, if any, shall also be the responsibility of the purchaser(s) and shall be paid by the purchaser(s) at settlement. The Substitute Trustees reserve the right to reject any and all bids, and to extend the time for settlement, if applicable. In the event any taxes or other municipal charges have been prepaid, such amounts shall be adjusted as of the date of the foreclosure sale.

The Property will be sold in an "AS IS" condition and without any warranties or representations, either express or implied, as to the nature, condition or description of the improvements. In addition, the Property will also be sold subject to all existing housing, building and zoning code violations, and any receivership actions arising therefrom, 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(s) 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, Maryland.

The Property will be sold subject to all of the following that are not extinguished as a matter of law by the foreclosure sale: all easements, conditions, liens, restrictions, rights of redemption, covenants, encumbrances, ground rents, ground leases, such state of facts that an accurate survey or physical inspection of the Property might disclose, and agreements of record affecting the same, if any.

The purchaser(s) shall pay all documentary stamps, state and local transfer taxes, recordation taxes and fees, title examination costs, attorneys' fees, conveyance fees and all other incidental settlement costs. The purchaser(s) 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, Maryland, unless said period is extended by the Substitute Trustees for good cause shown. Time is of the essence.

In the event the purchaser(s) fails to go to settlement as required, in addition to any other legal or equitable remedies available, the Substitute Trustees may, without further order of the court, declare the aforementioned deposit forfeited and resell the Property at the purchaser's sole risk and expense. In such event, the defaulting purchaser(s) shall be liable for the payment of any deficiency in the purchase price, all costs and expenses of both sales, reasonable attorneys' fees, all other charges due, and incidental damages. The parties' respective rights and obligations regarding the terms of sale and the conduct of the sale shall be governed by and interpreted according to the laws of the State of Maryland.

If the Substitute Trustees are 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(s), the sale shall be void and of no effect, and the purchaser(s) shall have no further claim against the Substitute Trustees or the Noteholder.

The information contained herein was obtained from sources deemed to be reliable, but is offered for informational purposes only. The Auctioneer, the Noteholder and the Substitute Trustees do not make any representations or warranties with respect to the accuracy of this information.

Hunter C. Piel, Scott B. Wheat, Substitute Trustees

For further information, contact: Hunter C. Piel, Esquire Piel Law Firm, LLC 502 Washington Avenue, Suite 730 Towson, Maryland 21204 (410) 849-4888

> A.J. Billig & Co. Auctioneers 6500 Falls Road Baltimore, Maryland 21209 (410) 296-8440

BALTIMORE SUN – October 31, November 7 and November 14