

Shapiro, Sher, Guinot & Sandler
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Baltimore, MD 21201
410-385-4234

SUBSTITUTE TRUSTEES'
AUCTION SALE

OCEAN CITY, MD

1,566+/- S.F. ONE STORY OFFICE BUILDING
7802 COASTAL HIGHWAY

Ocean City, Maryland 21842

Zoned R-3

By virtue of the power of sale contained in that certain Indemnity Deed of Trust from David H. Herbst (the "Defendant"), dated March 17, 2017, and recorded among the Land Records of Worcester County, Maryland (the "Land Records") at Book 6963, Page 467 (the "Deed of Trust"), the holder of the indebtedness secured by the Deed of Trust having appointed Scott W. Foley and Steven W. Parker (together, the "Substitute Trustees") by instrument duly executed, acknowledged and recorded among the Land Records, default having occurred under the terms of the Deed of Trust and at the request of the party secured thereby (the "Noteholder"), the Substitute Trustees will sell at public auction on the premises, the following:

FRIDAY, MARCH 29, 2019 AT 1:00 P.M.

ALL THAT FEE SIMPLE LOT OF GROUND AND THE IMPROVEMENTS THEREON, situate and lying in Worcester County, Maryland and being more fully described in the aforementioned Deed of Trust (the "Property").

PROPERTY DESCRIPTION: The Property is believed to be comprised of a free-standing 1,566 +/- s.f. one story office building on a 5,270 +/- s.f. parcel of land on Coastal Highway in Ocean City, Maryland that contains 3 offices, conference room, reception area and 2.5 restrooms with 7 parking spots.

NOTE: The information contained herein and available by the Auctioneer, the Substitute Trustees and/or the Noteholder has been obtained from sources deemed reliable, is believed to be substantially accurate and is offered for informational purposes only, but has not been independently verified by the Auctioneer, the Substitute Trustees or the Noteholder. The Auctioneer, the Substitute Trustees, and the Noteholder do not

make any representations or warranties with respect to the accuracy of the information contained herein or in any of the information and materials made available to prospective purchasers and no express or implied warranties or representations may be inferred. All dimensions, square footage, acreage, building area and other measurements, if any, are approximate. Prospective purchasers are encouraged to perform their own due diligence, in advance of the auction, regarding the Property and the permitted uses thereof.

TERMS OF SALE: A bidder's deposit in the amount of \$20,000, payable in the form of a certified check, cashier's check, money order, or other form acceptable to the Substitute Trustees at the time and place of sale, will be required from the purchaser. The deposit must be increased to ten percent (10%) of the purchase price within five (5) business days following the sale, and delivered to the office of the Substitute Trustees in the same form as the initial deposit. The deposit shall be placed in the trust account of the Substitute Trustees and shall not accrue interest. The Substitute Trustees will, as a condition to the sale, require all potential bidders to show their deposit before any bidding begins. If the Noteholder bids, it shall be entitled to debt bid and the Auctioneer shall be entitled to bid on the Noteholder's behalf. No deposit shall be required of the Noteholder. The balance of the purchase price, together with interest thereon at ten percent (10%) per annum from the date of sale through the date of settlement, shall be due in cash or certified funds within ten (10) business days after final ratification of the sale by the Court unless extended in writing at the sole and absolute discretion of the Substitute Trustees. **TIME IS OF THE ESSENCE.** In the event settlement is delayed for any reason whatsoever, there shall be no abatement of interest caused by the delay. If payment of the balance does not take place within ten (10) business days after the ratification (or such extended date as may be approved in writing by the Substitute Trustees as provided above), in addition to any other legal or equitable remedies available, the Substitute Trustees may declare the deposit forfeited, retain the applicable deposit, resell the Property at the risk and expense of the defaulting purchaser, and avail themselves and the Noteholder of any legal and equitable rights against the defaulting purchaser. The defaulting purchaser shall not be entitled to any surplus proceeds or profits resulting from any resale of the Property.

All taxes, ground rent, water rent, homeowner association charges, condominium fees, and all other public and private charges and assessments, including, without limitation, paving, sanitary and/or metropolitan district charges that are owed in connection with the Property shall be borne by the purchaser and paid for by the purchaser at settlement. In addition, the cost of all documentary stamps, transfer taxes, document preparation, title insurance, title examination costs, survey costs, and all other settlement expenses incidental to conveyance of the Property shall be borne by the purchaser and paid for by the purchaser at settlement. In the event the Property is subject to a ground rent, the purchaser agrees to the leasehold purchase subject to the ground rent with no adjustment in the purchase price. The cost of any supplemental foreclosure bond, if required, following the sale shall be borne by the purchaser.

The Property is also sold subject to all encumbrances that are not extinguished by operation of law by the sale and subject to any and all easements, equitable servitudes, conditions, rights of way, restrictions, rights of redemption, covenants, declarations and restrictions of record affecting the Property. Furthermore, the Property is being sold subject to all nuisances, housing code violations, building code violations, zoning code violations, critical area and wetland violations, and environmental problems, conditions and hazards, whether latent or observable, which may exist, if any, on or with respect to the Property. In addition, the Property is being sold subject to such state of facts that an accurate survey or physical inspection of the Property might disclose.

The Property will be sold “WHERE IS” in an “AS IS” condition and without any recourse, representations or warranties, either express or implied, as to its nature, condition, value, use or description. Neither the Auctioneer, the Substitute Trustees, the Noteholder nor any of their affiliates, servicers, heirs, personal or legal representatives make any warranty or representation of any kind or nature with respect to the Property including, but not limited to, physical condition, description or title of the Property. The purchaser shall be responsible for obtaining physical possession of the Property following conveyance thereof by the Substitute Trustees to the purchaser. The purchaser shall assume the risk of loss for the Property immediately after the sale.

If the Substitute Trustees are unable to convey the Property by reason of title defect or otherwise, the purchaser sole remedy at law or in equity shall be limited to the refund of its applicable deposit, without interest thereon. Upon refund of the applicable deposit, the sale shall be null and void and of no effect, and the purchaser shall have no further claims against the Substitute Trustees, the Noteholder or the Auctioneer. The conveyance of the Property by the Substitute Trustees to the purchaser at settlement shall be by the Substitute Trustees’ Deed without covenant, warranty or representations whatsoever express or implied.

Until an offer is finally accepted by the Substitute Trustees, it is subject to higher and better offers. The Substitute Trustees reserve the right in their sole discretion to reject any and all bids or withdraw all or any part of the Property from sale at any time before the auctioneer announces that the Property is “sold” and the applicable deposit, in the required amount and form, is accepted by the Substitute Trustees. The Substitute Trustees may adjourn and/or continue the sale at any time. If any dispute arises among the bidders, the Substitute Trustees shall have the sole and final discretion either to determine the successful bidder or reoffer and resell the Property or any part thereof. The parties’ respective rights and obligations regarding the terms of the sale and conduct of the sale shall be governed and interpreted under the laws of the State of Maryland. Further particulars may be announced at the time of sale. Additionally, the terms of sale set forth herein may be adjusted at the time of sale, in the sole discretion of the Substitute Trustees. This advertisement, as amended or supplemented, constitutes the terms upon which the Property shall be offered at the sale.

No Buyer’s Premium

Scott W. Foley and Steven W. Parker, Substitute Trustees



Doug Marshall, Auctioneer
Marshallauctions.com 410.749.8092

BROKER CO-OP INVITED