SUBSTITUTE TRUSTEE'S SALE OF HIGHLY ATTRACTIVE AND VALUABLE FEE SIMPLE PROPERTY

Talbot County, Maryland

Under and by virtue of the power and authority contained in an indemnity deed of trust dated June 27, 2014, and recorded among the Land Records of Talbot County, Maryland, in Liber 2181, folio 87, from Tilghman Island Inn II, LLC, Purple House, LLC and Deep Harbor Farm, LLC to J. Thomas Rhodes, Jr. and Stephanie V. Morris, Trustees, default having occurred under the terms thereof, the holder of the indebtedness secured by the Indemnity Deed of Trust having appointed Patrick E. Thompson Substitute Trustee by instrument duly executed, acknowledged and recorded among the Land Records of Talbot County, Maryland, the undersigned, Substitute Trustee, will sell at public auction:

ON TUESDAY, DECEMBER 5, 2017 AT 10:00 a.m.
AT THE CIRCUIT COURT FOR TALBOT COUNTY

COURTHOUSE DOOR

11 N. WASHINGTON STREET

EASTON, MARYLAND 21601

ALL that lot of ground and the improvements thereon, situate in Talbot County, Maryland and described as follows:

<u>Parcel One: Tilghman Island Inn Condominium Units 1-20, Coopertown Road, Tilghman, MD 21671</u>

ALL that property situate, lying and being in the Fifth Election District of Talbot County, Maryland, and being residential condominium units described as Condominium Unit Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20, in "TILGHMAN ISLAND INN CONDOMINIUM", a condominium regime as established pursuant to a certain Declaration of Tilghman Island Inn Condominium, Inc., dated April 5, 1985, and recorded among the Land Records of Talbot County in Liber 598, folio 38, and By-Laws therefor, of even date, recorded among the said Land Records in Liber 598, folio 40, and as shown on certain Plats referred to in said Declaration recorded among the Plat Records of Talbot County, Maryland, in Liber 65, folios 22 and 23.

TOGETHER WITH the exclusive right of the limited common elements shown and designated on the Plats as DOCKING SLIPS numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20, and the exclusive right to the additional docking slip created by dividing slip number 14 into 2 slips.

FURTHER TOGETHER WITH the right in common with others in the common elements of the aforesaid condominium regime and all other rights and privileges of a

condominium unit, and subject to the duties and obligations thereto appertaining, all as more fully set forth in or upon the aforementioned Declaration, By-Laws and Plats.

PARCEL ONE BEING all and the same real estate which was conveyed unto Tilghman Island Inn II, LLC, a Maryland limited liability company, by a Deed from Tilghman Inn Limited Partnership, a Maryland limited partnership, bearing even date herewith and intended to be recorded prior hereto among the aforesaid Land Records.

Parcel Two: 21730 Deep Harbor Farm Road, Sherwood, MD 21665

All that lot or parcel of land situate, lying and being in the Fifth Election District of Talbot County, State of Maryland, and being shown as Lot No. 1 on a plat entitled: "PLAT SHOWING DIVISION OF THE LAND OF JUNE C. HARRISON, IN THE FIFTH ELECTION DISTRICT, TALBOT COUNTY, MARYLAND", dated November 1985 and recorded among the Land Records of Talbot County, Maryland in Liber No. 68, folio 32; reference is hereby made to said plat for a more complete description of said lot metes and bounds, courses and distances.

The improvements thereon being known as 21730 Deep Harbor Farm Road, Sherwood, MD 21665.

PARCEL TWO BEING all and the same real estate which was conveyed unto Deep Harbor Farm, LLC, a Maryland limited liability company, by a Deed from David B. McCallum, surviving joint tenant, bearing even date herewith and intended to be recorded prior hereto among the aforesaid Land Records.

Parcel Three: 6047 Tilghman Island Road, Tilghman, MD 21671

All that lot of ground situate in the Village of Tilghman, Bay Hundred District, Talbot County, Maryland, and described as follows:

BEGINNING at a point on the East side of the Public Road leading from Knapps Narrows, and on the South side of a 30-foot road, and running from thence East with the South side of said 30-foot road one hundred five (105) feet five (5) inches to property now or formerly belonging to Mary B. Harrison and husband, thence South and with the same one hundred (100) feet to the North side of property now or formerly belonging to Lewis P. Lee, and thence West with the North side of same eighty-five (85) feet eight (8) inches to the East side of said Public Road leading to Knapps Narrows, and thence with the East side of said Public Road and in a Northerly direction one hundred four (104) feet to the place of beginning.

PARCEL THREE BEING all and the same real estate which was conveyed unto Purple House, LLC, a Maryland limited liability company, by a Deed from David B. McCallum, surviving joint tenant, bearing even date herewith and intended to be recorded prior hereto among the aforesaid Land Records.

The property will be sold subject to all conditions, liens, restrictions and agreements of record affecting same, if any.

TERMS OF SALE: A cash deposit or certified check of \$180,000.00 if sold as an entirety and, if sold individually, ten percent (10%) of the amount bid shall be paid at the time and place of sale, balance in cash at settlement which shall be twenty (20) days after final ratification of sale by the Circuit Court of Talbot County unless said period is extended by the Substitute Trustee, his successors or assigns for good cause shown, time being of the essence; interest at the rate of 5% per annum shall be paid on unpaid purchase money from date of sale to date of settlement. The property will be sold subject to all restrictions, liens, covenants and encumbrances of record. In the event that the purchaser fails to go to settlement as required, the property shall be re-sold at purchaser's risk and expense. Taxes, water rent, all other municipal liens and charges to be adjusted to date of sale. All other public charges and assessments payable on an annual basis shall be adjusted to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps, transfer taxes, document preparation and title insurance shall be borne by purchaser. The improvements are being sold in an "as is" condition with purchaser responsible for any and all housing or zoning code violations.

NOTE: The parcels described above will be offered individually and as a group. The Substitute Trustee reserves the right to accept that offer or offers which, in his sole discretion, would provide the maximum benefit to the holder of the indebtedness.

Patrick E. Thompson, Substitute Trustee Braden, Thompson, Poltrack & Mundy, LLP 102 St. Claire Place, Suite 2 Stevensville, MD 21666 Telephone: 410-643-4110

Auctioneer: Marshall Auction Company

Telephone: 410-822-4351