

**LAW OFFICE OF JOHN C. SEIPP**

105 Camden Street  
Salisbury, MD 21801  
(410) 546-3533

**SUBSTITUTE TRUSTEE'S SALE OF VALUABLE COMMERCIAL PROPERTY**

1532 Ocean Highway, Suite 102, Pocomoke City, MD 21851-3329

Under a power of sale contained in a certain Deed of Trust dated September 28, 2012, recorded among the Land Records of Worcester County, Maryland in Liber S. V. H. No. 5987, Folio 400 and a Deed of Trust Modification And Addition of Collateral Agreement from The FB, LLC dated September 6, 2017 and recorded among the Land Records of Worcester County, Maryland, in Liber S. B. No. 7074, Folio 376, *et seq.* (collectively, the "Deed of Trust"), default having occurred under the terms thereof, the undersigned Substitute Trustee ("Trustee") will offer for sale at public auction to the highest bidder on the subject premises at 1532 Ocean Highway, Suite 102, Pocomoke City, MD.

**ON THURSDAY, May 24, 2018  
AT 11:00 A.M.**

ALL THAT FEE-SIMPLE LOT OF GROUND AND THE IMPROVEMENTS THEREON situated in Pocomoke City, Worcester County, Maryland, and more particularly described in the aforesaid Deed of Trust. The property is categorized by SDAT as commercial use, having the street address of 1532 Ocean Highway, Suite 102, Pocomoke City, MD; MDAT Account No. 01-010204, Tax Map 0092, Parcel 0202, deed ref. Liber S. V. H. No.5042, Folio 602.

Together with the building(s) and improvement(s) thereon, and the rights, alleys, ways, waters, privileges and appurtenances and advantages thereto belonging, or in anyway appertaining.

TERMS OF SALE: A deposit of \$10,000.00, in the form of cash, certified or cashier's check or any other form acceptable to Trustee in his sole discretion shall be paid at the time and place of sale, except that the Note holder will not be required to post a deposit. The balance shall be due by cashier's or certified check within ten (10) days following final ratification of sale by the Circuit Court for Somerset, County, Maryland, unless said period is extended by the undersigned, for good cause shown, time being of the essence for the purchaser. Interest at the rate of 6% per annum shall be paid on the unpaid purchase money from the date of sale to the date the funds are actually received by Trustee and shall be secured to the satisfaction of the Trustee. In the event settlement is delayed for any reason, there shall be no abatement of interest caused by the delay.

The property will be sold free and clear of all mortgages and/or liens, but subject to all other conditions, restrictions and agreements of record affecting same, if any, as well as governmental ordinances, rules and regulations, and subject further to any matters which would be revealed by an accurate survey of the properties. The property may be occupied at the time of sale by one or more persons or tenants and is being sold subject to the leasehold or other occupancy interests of

any such persons. The property will be sold in an “as is” condition and without any warranties of any kind, either express or implied, as to the nature, conditions or description of the improvements, or the environmental status of the land or its improvements; and subject to all easements, conditions, existing housing, health department, or zoning code violations, matters and restrictions of record affecting same, if any. Purchaser(s) at the foreclosure sale shall assume the risk of loss for the property after the date and time of auction sale, and shall be responsible for obtaining physical possession thereof.

The purchaser(s) shall execute the purchaser’s affidavit required by law and comply with these Terms of Sale within the time aforesaid, time being of the essence for the purchaser; otherwise, the Trustee will, at his option, declare the entire deposit forfeited as full and liquidated damages or resell the property at purchaser’s risk and expense, in which event, purchaser(s) shall be liable for the payment of any deficiency in the purchase price, all costs and expenses of the resale, reasonable attorney’s fees, all other charges due and incidental damages, but shall not be entitled to any surplus proceeds resulting from such resale. If Trustee is unable to deliver merchantable legal title to the property or if the sale is not ratified, purchaser(s) sole remedy shall be return of the deposit; and upon the return of the same, the sale shall be void and purchaser(s) shall have no further claim against Trustee or the Deed of Trust holder.

All taxes and public charges and assessments to be adjusted to the date of auction sale and assumed thereafter by purchaser(s). All cost of title examination, documentary stamps, agricultural and other transfer taxes and title papers to be at expense of purchaser(s).

Trustee reserves the right to withdraw the property, to reject any and all bids, to extend the settlement date and to approve the credit worthiness of any purchaser. If the holder of the Deed of Trust is the successful purchaser, it is exempt from the Terms of Sale as set forth herein and shall be permitted to bid at the sale.

Additional terms to be announced at the time of sale. Further information concerning the property may be obtained by contacting the Trustee or Marshall Auction Marketing Co. (File #3204).

**JOHN C. SEIPP,  
SUBSTITUTE TRUSTEE**



PUBLISH: 05/03/2018; 05/10/2018; and 05/17/2018