

**Law Offices of
Rosenberg Martin Greenberg, LLP
25 South Charles Street, 21st Floor
Baltimore, Maryland 21201**

**SUBSTITUTE TRUSTEES' SALE OF
TWO-STORY MASONRY CHURCH WITH PARSONAGE CONTAINING
APPROXIMATELY 12,734 SQUARE FEET OF FLOOR SPACE
900-902 PEACH BLOSSOM AVENUE, CAMBRIDGE, MD 21613**

Under and by virtue of the power of sale contained in a Purchase Money Deed of Trust and Security Agreement, dated August 9, 2006, executed and delivered by Anthony Spear and Darlene Spears to the trustees for the benefit of the holder of the indebtedness (the "Noteholder"), recorded among the Land Records for Dorchester County, Maryland, in Liber 0763, folio 0012 (the "Deed of Trust"), and the Noteholder having subsequently appointed Bob Van Galoubandi and Harris W. Eisenstein (collectively, the "Trustees"), as substitute trustees under the Deed of Trust pursuant to a Deed of Appointment of Substitute Trustees, dated January 24, 2018, duly executed, acknowledged, and recorded among the Land Records of Dorchester County, Maryland, in Liber 1446, folio 443, default having occurred under the terms of said Deed of Trust and at the request of the Noteholder, the Trustees will offer for sale to the highest qualified bidder at a public auction, at the premises, located at 900-902 Peach Blossom Avenue, Cambridge, Maryland 21613, on:

**Thursday, July 26, 2018
at 11:00 a.m.**

THAT CERTAIN real property and any improvements thereon described in the Deed of Trust and being situate in Dorchester County, Maryland (the "Property"), as follows:

ALL those lots or parcels of land, together with the building and improvements thereon, situate, lying and being in the City of Cambridge in the seventh or Cambridge Election District of Dorchester County, Maryland, on the East side of Peachblossom Avenue and on the South side of Robins Street and being known as 900-902 Peachblossom Avenue, Cambridge, Maryland 21613, and being the same land conveyed unto Emmanuel German Evangelical Church of Dorchester Court and State of Maryland from the Eastern Short Land Improvement Company of Dorchester County, and Edward S. Phillips and Mary V. Phillips, his wife dated January 7th, 1925, and recorded among the Land Records of Dorchester County, Maryland in Liber J.F.D. No. 15, Folio 676, in which said deed said land was described as follows:

"Beginning at the junction of said streets, at the Northwest corner of the property herein conveyed, and thence runs in a Southerly direction along and with the Eastward side of Peach Blossom Avenue, a distance of 160.44 feet; and thence runs in an Easterly direction, parallel with the said Robbins Street, a distance of

97.15 feet to an alley in the rear of the said property hereby conveyed, which runs in from Robbins to Phillips Avenue, in between the lots which front upon Peach Blossom Avenue and the lots which front upon Springfield Avenue, to intersect said alley at a point 160.44 feet from Robbins Street; and thence runs in a Northerly direction, along and with the said alley, a distance of 160.44 feet to the said Robbins Street, to intersect said Robbins Street, at a distance of 97.15 feet from the place of beginning,; and thence runs in a Westerly direction, along and with the said Robbing Street, a distrance of 97.15 feet to the place of beginning. The said property hereby conveyed being lots designated upon a plot of "Rozzelle Addition", made by Flemming & Schell, for the Eastern Short Land Improvement Company, in May, 1915, on which said plot the said lots are designated as D-9, 10, 11, and 12."

AND BEING, all and the same lot of ground which was conveyed by Deed, dated August 9, 2006, recorded among the Land Records of Dorchester County, Maryland in Liber 0763, folio 003, from United Church of Christ unto Anthony Spears and Darlene Spears.

The improvements are known as 900-902 Peachblossom Avenue, Cambridge, Maryland, Tax Account No. 07-174713

The Property is believe to be zoned NC-4, sited on a .35 +/- acre parcel, improved by a two-story masonry church building with attached one and one-half story frame parsonage containing approximately 12,734 sq./ft. of floor space total.

TERMS OF SALE: A deposit in the amount of Ten Thousand Dollars (\$10,000.00), payable in cash, certified check or other form acceptable to the Trustees, will be required of the purchaser at the time and place of the sale for the Property. 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 eight percent (8%) 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 assignee of any one of them, is the purchaser, such party will not be required to make a deposit or to pay interest on the unpaid purchase money. Taxes, water rent 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. In the event taxes or other charges owing on or with respect to the Property have been prepaid, they shall be adjusted at settlement between the Trustees and the purchaser to the date of the foreclosure sale. The cost of all documentary stamps, recordation taxes, document preparation and transfer taxes is to be paid by the purchaser. The Trustees reserve the right to reject any and all bids, and to extend the time for settlement, if applicable.

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. 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 Dorchester County.

The Property will be sold subject to all easements, conditions, liens, taxes, restrictions, rights of redemption, covenants, encumbrances, agreements, and unexpired leases of record, 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, 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 Dorchester County, unless said period is extended by the Trustees for good cause shown. Time is of the essence. Unless the Trustees otherwise agree, settlement shall be held at the offices of Rosenberg Martin Greenberg, LLP, 25 South Charles Street, 21st Floor, Baltimore, Maryland 21201.

In the event the purchaser fails to go to settlement as required, in addition to any other legal or equitable remedies available to them, the Trustees may, without further order of the court, declare the aforementioned deposit forfeited and resell the Property at the purchaser's risk and expense. In such event, the defaulting purchaser 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. In the event a resale of the Property results in a sale at a price in excess of the amount originally bid by the defaulting purchaser, the defaulting purchaser waives any and all claims, rights and interest to any such excess amount and shall not be entitled to any distribution whatsoever from the resale proceeds. 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 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, the sale shall be void and of no effect, and the purchaser shall have no further claim against the 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 Trustees do not make any representations or warranties with respect to the accuracy of this information.

Bob Van Galoubandi
Harris W. Eisenstein,
Substitute Trustees

For further information, contact:

Bob Van Galoubandi, Esq.
Rosenberg Martin Greenberg, LLP
25 S. Charles Street, 21st Floor
Baltimore, Maryland 21201
(410) 727-6600

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