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**SUBSTITUTE TRUSTEE'S SALE  
OF VALUABLE FEE SIMPLE PROPERTY  
909 ACORN CIRCLE  
POCOMOKE CITY, WORCESTER COUNTY, MARYLAND 21851**

Under and by virtue of the power of sale contained in a certain Deed of Trust from David W. Bodley and Joan Marie Bodley to Michael K. Bloxham and Terence F. Daly, Trustees, dated September 7, 2004, and recorded among the Land Records of Worcester County, Maryland in Book 4240, page 341, the holder of the indebtedness having evidenced the debt by a "Note" signed at even dated therewith; said "Note" was endorsed to Bay National Bank. The holder of the indebtedness having appointed Wayne T. Prem, Substitute Trustee by instrument duly executed, acknowledged and recorded among the Land Records of Worcester County, Maryland, default having occurred under the terms of the aforesaid Deed of Trust, the undersigned Substitute Trustee will offer for sale at the courthouse steps of the Circuit Court for Worcester County, 1 West Market Street, Snow Hill, Maryland 21863, on:

**TUESDAY, MARCH 9, 2010**  
**AT 11:30 A.M.**

ALL THAT FEE SIMPLE PROPERTY, together with the buildings and improvements thereon situated in Worcester County, Maryland and more fully described in the aforesaid Deed of Trust.

The property is being sold subject to a superior Deed of Trust to Mercantile Peninsula Bank, dated November 1, 2005, and recorded among the Land Records of Worcester County in Book 4574, Page 645, in the original amount of \$135,000. The current noteholder is PNC Bank. The outstanding balance of the lien will be announced at the time of sale.

The property which is improved by a dwelling, will be sold in an "as is" condition and subject to conditions, restrictions, and agreements of record affecting the same, if any, and with no warranty as to the description of the improvements. In addition, the property will be sold subject to all existing housing, building, and zoning code violations and subject to all environmental problems and violations, which may exist on or with respect to the property.

Terms of Sale – A deposit of \$9,400.00 will be required at time of sale, if the purchaser is someone other than the noteholder, such deposit to be in cash, certified check, or in other form as the Substitute Trustee may determine, in his sole discretion. The Substitute Trustee shall not accept any additional funds toward the purchase price, beyond the deposit, until the ratification of sale occurs. Time is of the essence as to the purchaser. If the purchaser defaults the deposit shall be forfeited and the property shall be resold at the purchaser's risk and expense. In the event of a default, the purchaser agrees to pay, at settlement, attorneys' fees in the amount of

\$1,000.00 plus costs. Balance of the purchase price to be paid in cash within ten (10) business days of the final ratification of sale by the Circuit Court for Worcester County. If payment of the balance of the purchase price does not take place within ten (10) business days of ratification, the deposit will be forfeited and the property will be resold at the risk and expense of the defaulting purchaser. Interest to be paid on the balance of the unpaid purchase price at rate pursuant to the deed of trust note from date of sale to the day the funds are received in the office of the Substitute Trustee, with no abatement of interest for any reason, in the event the property is purchased by someone other than the note holder. In the event settlement is delayed for any reason including, but not limited to, exceptions to this sale, bankruptcy filings by interested parties, court administration of the foreclosure or unknown title defect, there shall be no abatement of interest. In the event that the Secured Party executes a forbearance agreement with the borrower(s) described in the above-mentioned Deed of Trust, or allows the borrower(s) to execute their right to reinstate or payoff the subject loan prior to the sale with or without the Substitute Trustee's prior knowledge, this Contract shall be null and void and of no effect, and the Purchaser's sole remedy shall be the return of the deposit without interest. The sale is subject to post-sale confirmation that the borrower did not file for protection under the U.S. Bankruptcy Code prior to the sale as well as to post-sale confirmation and audit of the status of the loan with the loan servicer including, but not limited to, determination of whether the borrower entered into any repayment agreement reinstated or paid off the loan prior to the sale in any such event. This sale shall be null and void and the Purchaser's sole remedy in law or equity, shall be the return of his deposit without interest. Taxes and water rent to be adjusted to date of sale. All other public charges and assessments, payable on an annual basis, including sanitary and/or metropolitan district charges, to be adjusted for the current year to date of sale and assumed thereafter by the purchaser. The purchaser is responsible for any amount in excess of \$250.00 of outstanding water bills, if any, incurred prior to date of sale. Cost of all documentary stamps, transfer taxes and settlement expenses shall be borne by the purchaser. Purchaser shall be responsible for obtaining physical possession of the property. Purchaser assumes the risk of loss of damage to the property from the date of sale forward. Should the Substitute Trustee be unable to convey good and marketable title, then the Substitute Trustee and purchaser or purchasers mutually agree that the purchaser or purchasers sole remedy in law or equity shall be limited to the refund of the deposit to the purchaser or purchasers only. Upon refund of the deposit, the sale shall be void and of no effect, and the purchaser or purchasers shall have no further claim against the Substitute Trustee herein. Purchaser agrees to pay \$350.00 at settlement, to Seller's attorney, for review of the settlement documents. Purchaser further agrees to pay the Seller's attorney a fee of \$250.00 for any motion that may be subsequently filed with the Court to Substitute a Purchaser herein.

WAYNE T. PREM  
Substitute Trustee