

**Law Offices of
Gebhardt & Smith LLP
One South Street, Suite 2200
Baltimore, Maryland 21202**

**SUBSTITUTE TRUSTEES' SALE OF AN 8,775 +/- SQUARE FOOT WAREHOUSE
FACILITY ON .66 +/- ACRES OF REAL PROPERTY LOCATED AT 416 WEST
STREET, BERLIN, MARYLAND 21811**

Under and by virtue of the power of sale contained in the Indemnity Deed of Trust, dated October 2, 2006, from David Lilley ("Grantor") to D. Brent Hurley and F. Winfield Trice, Jr., Trustees, and recorded among the Land Records of Worcester County, Maryland in Liber 4790, folio 096 ("Deed of Trust"), the holder of the indebtedness secured by said Deed of Trust ("Noteholder") having subsequently appointed David V. Fontana and Richard A. DuBose, III, as Substitute Trustees ("Trustees") in the place of Bonnie C. Rice and F. Winfield Trice, Jr. by a Deed of Appointment, dated May 3, 2010, and recorded among the aforesaid Land Records, default having occurred under the terms of the Deed of Trust and at the request of the party secured thereby, the Trustees will offer for sale to the highest qualified bidder at a public auction to be held at the premises located at 416 West Street, Berlin, Maryland 21811, on:

**MONDAY, JULY 19, 2010
At 11:00 a.m.**

All those tracts or parcels of land situate, lying and being in Worcester County, Maryland, and more particularly described as follows (collectively, the "Property"):

All those lots or parcels of land lying and being situate in the Third Election District of Worcester County, Maryland, partially within and partially without the corporate limits of the Town of Berlin, at the intersection of the northwesterly side of West Street with the northeasterly side of Buckingham Lane, and being more particularly designated and distinguished as Lots Numbers One (1) and Two (2) as shown on a plat entitled, "Minor Subdivision for Earl F. Taylor", dated December 9, 1991, made by Loewer & Associates, and which said plat is duly recorded among the Land Records of Worcester County, Maryland, in Plat Book R.H.O. No. 132, folio 3 et seq.

The Property is believed to be .66 acre +/- and improved by an 8,775 +/- square foot unfinished warehouse facility located at 416 West Street in Berlin, Maryland 21811. The Property is believed to be zoned B-2 (Shopping District) and is believed to have access to public water and sewer utilities. Tax Identification Number: 03-132390.

TERMS OF SALE: A deposit in the amount of Twenty Thousand Dollars (\$20,000.00), payable in cash or certified check, will be required of the purchaser of the Property at the time and place of sale. The successful bidder shall be obligated to increase the deposit to ten percent (10%) of the purchase price within seven (7) days of the date of the sale. The balance of the

purchase price, together with interest thereon at the rate of ten percent (10%) per annum from the date of sale to the date of settlement, shall be due from the purchaser in cash or by certified check within twenty (20) days following final ratification of the sale by the Circuit Court for Worcester County, Maryland. Time is of the essence. If ratification or settlement is delayed for any reason there shall be no abatement of interest. Settlement shall be held at the offices of Gebhardt & Smith LLP, One South Street, Suite 2200, Baltimore, Maryland 21202, or such other place as may be agreed to by the Trustees. In the event the Noteholder, or an affiliate or subsidiary thereof, is the successful bidder at the sale, such party will not be required to make a deposit or to pay interest on the unpaid purchase price. The Trustees reserve the right to reject any and all bids, to withdraw the Property from sale, and to extend the time for settlement, if applicable.

All senior liens, real estate taxes, assessments, water charges and municipal charges owed against the Property which are not extinguished as a matter of law by the foreclosure sale, shall be the sole responsibility of the purchaser and shall be paid for by the purchaser at settlement. The cost of all documentary stamps, recordation taxes, document preparation costs, transfer taxes, title examination costs, attorneys' fees and other costs associated with conveying the Property to the purchaser, shall also be the sole responsibility of the purchaser and shall be paid for by the purchaser at settlement.

The Property is being sold in an "AS IS" condition and without any warranties or representations, either express or implied, as to the nature, condition or description of the Property or the improvements thereon. The Property is also being sold subject to: (a) all existing building and zoning code violations and all conditions or hazards which may exist on or with respect to the Property; (b) all critical area and wetland violations; (c) all environmental problems and violations which may exist on or with respect to the Property; (d) all senior liens, encumbrances, easements, conditions, restrictions and covenants; (e) all rights of redemption, (f) such state of facts that an accurate survey or physical inspection of the Property might disclose; and (g) all agreements and restrictions of record affecting the same, if any.

The purchaser at the foreclosure sale shall assume the risk of loss for the Property immediately after the sale takes place. It shall be the purchaser's responsibility to obtain possession of the Property following final ratification of the sale by the Circuit Court for Worcester County, Maryland and conveyance of the Property by the Trustees to the purchaser.

In the event the purchaser fails to go to settlement as required, in addition to any other legal or equitable remedies available to the Trustees, the Trustees may, without further order of the court, declare the aforementioned deposit forfeited and resell the Property at the purchaser's sole risk and expense. In such event, the defaulting purchaser shall be liable for the payment of any deficiency in the purchase price sustained by the Trustees and/or the Noteholder, all costs and expenses of both sales, reasonable attorneys' fees, and any other damages sustained by the Trustees and/or the Noteholder, including, without limitation, all incidental damages. 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 a refund of the aforementioned deposit, without interest

thereon. Upon refund of the deposit to the purchaser as aforesaid, the sale shall be void and of no effect, and the purchaser shall have no further claim against the Trustees, the Noteholder or the Auctioneer conducting the sale of the Property. The parties' respective rights and obligations regarding the terms and conduct of the sale shall be governed by the laws of the State of Maryland.

The information contained herein was obtained from sources deemed to be reliable, but it is offered for informational purposes only. The Auctioneer, the Noteholder and the Trustees do not make any representation or warranties with respect to the accuracy of this information.

David V. Fontana and Richard A. DuBose, III
Substitute Trustees

For further information, please contact:
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