

HYATT & WEBER, P.A.
200 Westgate Circle, Suite 500
Annapolis, Maryland 21401
410-266-0626
SUBSTITUTE TRUSTEES' SALE
OF
VALUABLE, FEE-SIMPLE, UNIMPROVED PROPERTY
Known as
1150 & 1160 Marcy Avenue, Oxon Hill, Maryland 20745

Under and by virtue of the power of sale contained in a certain Money Loaned Deed of Trust from Breighton Hill, LLC dated May 25, 2005, and recorded in Liber 22291, folio 456, among the Land Records of Prince George's County, Maryland, default having occurred under the terms thereof and at the request of the party secured thereby, the undersigned Substitute Trustees will sell at public auction, approximately 21 feet to the East of the Main Street Entrance (14735 Main Street, Upper Marlboro) to the Duvall Wing of the Court House for the Circuit Court for Prince George's County, Upper Marlboro, Maryland on:

WEDNESDAY, FEBRUARY 24, 2010 AT 10:50 A.M.

ALL THAT property situated in Prince George's County, Maryland and described as follows:

Beginning for the same at the southeasterly corner of Parcel 2 as shown on a plat of subdivision entitled "Parcels '1' and '2', Forest Green" recorded among the aforesaid Land Records in Plat Book WWW 40 at Plat No. 70, said point also being on the 1st or North 2 deg. 30'40" East, 605.80 foot line of a conveyance from Clarence O. Box, to David Meade Peebles, by deed dated January 19, 1946, and recorded among the aforesaid Land Records in Liber 795 at folio 410, and running thence reversely with part of said line.

1. South 05 deg. 35'50" East, 233.88 feet to the southerly end of said line; said point also being the easterly end of the northerly or North 78 deg. 11'10" East, 367.87 foot line as shown on a plat of subdivision entitled "Lots 1 thru 50 and Parcels A & B, Block One, Glassmanor" recorded among the aforesaid Land Records in Plat Book NLP 95 at Plat No. 3; thence with part of said line
2. South 78 deg. 11'10" West, 366.41 feet to a point on Marcy Avenue as shown on said last mentioned plat; thence reversely in part with the 3rd or South 13 deg. 44'50: East, 236.21 foot line of a conveyance from Richard J. Berry, et ux., to the Oxon Hill Volunteer Fire Company & Rescue Squad, Inc., by deed dated June 20, 1960 and recorded among the aforesaid Land Records in Liber 2457 at folio 604
3. North 13 deg. 44'50" West, 232.64 feet to a point on the southerly or South 78 deg. 11'10" West, 694.40 foot line of the aforesaid Parcel 2;

thence with part of said line

4. North 78 deg. 11'10" East, 399.52 feet to the place of beginning, containing 86,642 square feet or 1.9891 acres of land more or less.

Said property being further described as all that property shown on the plats of "Breighton Hill Condominiums" which plats are recorded in the Land Records of Prince George's County, Maryland in Plat Book 206, folio 25 through 33 inclusive, including but not limited to all units, general common elements, and limited common elements.

The property and any improvements thereon will be sold subject to conditions, restrictions and agreements of record, or otherwise, affecting the same, if any. The property and improvements thereon are being sold without warranty, express or implied, of any kind, in "as is" condition.

TERMS OF SALE: A cash deposit or certified check for \$93,000.00 required of the purchaser at the time of sale, balance in cash, certified check or cashier's check at settlement, which must occur within ten (10) days following final ratification of sale by the Circuit Court for Prince George's County, unless said period is extended by the Substitute Trustees, their successors or assigns, in their sole discretion, time being of the essence. Interest to be paid on the unpaid purchase price at the rate of 4.25% per annum from the date of sale to date of settlement. In the event purchaser fails to proceed to settlement as required herein, in addition to any other legal or equitable remedies available to them, the Substitute 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. Taxes and water rent to be adjusted to date of sale. Condominium fees and/or Homeowners Association dues, or any other private charge or assessment, if applicable, shall be adjusted to the date of sale and assumed thereafter by the purchaser. 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. It shall be the responsibility of the purchaser to obtain possession of the property. Purchaser assumes the risk of loss or damage from the date of sale forward. Cost of all documentary stamps, transfer taxes, title examination, document preparation and title insurance shall be borne by the purchaser. Purchaser must pay document review fee of \$395.00 to Hyatt & Weber, P.A. at settlement. The Substitute Trustees reserve the right to modify the requirements for bidders' deposits, to withdraw the property from the sale prior to the termination of bidding and to postpone the sale. If Substitute Trustees are unable to convey good and marketable title to the property, the sole remedy of the purchaser shall be limited to the refund of the deposit of the purchaser. Upon refund of the deposit, the sale shall be void and of no effect, and the purchaser shall have no further claim against the Substitute Trustees. The beneficiary, or any subsidiary of beneficiary, named in the deed of trust being foreclosed upon shall be excused from posting a deposit.

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

Financing may be available for qualified successful bidder. Please contact Christie Hambruch at 410-260-2000 for more information.

Alan J. Hyatt, Jonathan M. Wall and David A. Katz, Substitute Trustees.

(Atlantic Auctions logo)

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