

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

**SUBSTITUTE TRUSTEES' SALE OF CONVENIENCE STORE PROPERTY
LOCATED AT 1319 LINDEN AVENUE, HALETHORPE, MARYLAND 21227**

Under and by virtue of the power of sale contained in the Deed of Trust, Assignment of Rents, and Security Agreement dated December 29, 2020 from 1319 Linden Avenue Investment LLC ("Grantor") to the trustees named therein and recorded among the Land Records of Baltimore County, Maryland at Book 44250, page 225 ("Deed of Trust"), the current holder of the indebtedness secured by said Deed of Trust, The Freedom Bank of Virginia ("Noteholder"), having subsequently appointed David V. Fontana and Richard A. DuBose, III as Substitute Trustees ("Trustees") under the Deed of Trust by a Deed of Appointment of Substitute Trustees dated July 31, 2023 recorded among the Land Records of Baltimore County, Maryland at Book 48291, page 500, default having occurred under the terms of the Deed of Trust and at the request of the Noteholder secured by the Deed of Trust, the Trustees will offer for sale to the highest qualified bidder at a public auction to be held in front of the entrance (facing Patriot Plaza) of the Circuit Court for Baltimore County located at Baltimore County Courts Building, 401 Bosley Avenue, Towson, Maryland 21204 on:

**Friday, December 8, 2023
at 10:00 a.m.**

All of the Grantor's right, title and interest in that certain lot or parcel of land situate, lying and being in Baltimore County, Maryland and known as 1319 Linden Avenue, Halethorpe, Maryland 21227 and being more particularly described as follows, together with all buildings, structures, improvements and fixtures affixed or attached to such land (the "Property"):

Beginning for the first at an x cut in a concrete walk in the intersection of the southwesterly line of Linden Avenue (40 feet wide) and the northwesterly line of East Drive (64 feet wide), running thence (1) along the westerly line of East Drive; south 14 degrees 33' 38" west 123.48 feet to a pipe; thence (2) north 44 degrees 9' 51" east 189.33 feet to a point; thence (3) north 47 degrees 31 east 109.17 feet to a point in the said line of Linden Avenue; and thence (4) along the said line of Linden Avenue, south 47 degrees 29' east 122.11 feet to the place of beginning.

Saving and Excepting therefrom so much of the property conveyed by Lucky Convenience Markets Inc. unto Baltimore County, Maryland for widening of Linden Avenue and the intersection of Linden Avenue and East Drive, by Deed dated July 24, 1979, and recorded among the Land Records of Baltimore County in liber EHK, Jr. 6059 at folio 677.

The Property has a tax account identification number of 13-1600003253. The Property is believed to be improved by a convenience store known as Lucky's Superette & Crab House.

TERMS OF SALE: A deposit ("Deposit") in the amount of Twenty-Five Thousand Dollars (\$25,000.00), payable to the Trustees by cashier's check or certified check, will be required from the purchaser of the Property at the time and place of sale. The purchaser will be required to increase the Deposit to ten percent (10%) of the bid amount by the close of business on the third business day following the date of sale by delivering certified funds or a wire transfer to the Trustees. The Deposit will be held by the Trustees in a non-interest bearing escrow account and will be applied to the purchase price at the time of settlement. The balance of the purchase price, together with interest thereon at the rate of six percent (6%) per annum from the date of sale to the date of settlement, shall be due from the purchaser

by cashier's check or wire transfer within thirty (30) days following final ratification of the sale by the Circuit Court for Baltimore County, Maryland. Time is of the essence. If ratification of the sale 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, in their sole discretion, to reject any and all bids, to withdraw the Property from sale prior to or at the time of the public auction, and to extend the time for settlement.

The Property is being sold in an "AS IS" condition and without any warranties or representations of any kind, either express or implied, as to the value, nature, condition or description of the Property or the improvements thereon. The Property is being sold subject to: (a) all existing zoning, building, housing, fire and safety code violations; (b) all critical area and wetland violations; (c) all environmental problems, conditions, encroachments and other violations which may exist on or with respect to the Property; (d) all senior liens, encumbrances, easements, conditions, restrictions, agreements, declarations and covenants which are not extinguished as a matter of law by the foreclosure sale; (e) any 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 Property, if any. The purchaser is responsible for conducting its own due diligence regarding the Property.

All real estate taxes, tax sale redemption costs and expenses, water and sewer charges and other municipal charges and assessments that were assessed or charged against the Property prior to the foreclosure sale and 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 by the purchaser at settlement. All real estate taxes, tax sale redemption costs and expenses, water and sewer charges, and other municipal charges and assessments that are assessed against the Property after the date of the foreclosure sale shall also be the sole responsibility of the purchaser and shall be paid by the purchaser. The cost of all recordation taxes, transfer taxes, title examination costs, recording fees and other costs associated with conveying the Property to the purchaser shall be the sole responsibility of the purchaser and shall be paid for by the purchaser at settlement.

The purchaser 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 Baltimore County, Maryland in Case No. C-03-CV-23-003794 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, subject to further order of the court, resell the Property at the purchaser's sole risk and expense and retain and apply the Deposit to 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 as a result of the purchaser's default, including, without limitation, all incidental damages. In the event a resale of the Property results in a sale 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 sale proceeds. If the Trustees are unable to convey the Property to the purchaser as described above for any reason, the purchaser's sole remedy at law or in equity shall be limited to a refund of the 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, the Noteholder or the Auctioneer conducting the foreclosure sale. 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.

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

For further information, please contact:

David V. Fontana, Substitute Trustee

Tel: 410-385-5053

or

William D. Hudson

Atlantic Auctions, Inc.

Tel: 410-322-3981