

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

**SUBSTITUTE TRUSTEES' SALE OF VALUABLE REAL PROPERTY
LOCATED IN PRINCE GEORGE'S COUNTY, MARYLAND, CONSISTING OF
THREE CONTIGUOUS TAX PARCELS GENERALLY KNOWN AS 13788
BALTIMORE AVENUE, LAUREL, MARYLAND 20707**

Under and by virtue of the power of sale contained in that certain *Deed of Trust and Security Agreement*, dated May 31, 2017, executed and delivered by 13788 Baltimore Ave LLC, to George W. Connors, IV and Kimberly Somers, the trustees named therein (collectively, the "Original Trustees"), for the benefit of Sandy Spring Bank, successor-by-merger to WashingtonFirst Bank ("Noteholder") and recorded among the Land Records of Prince George's County, Maryland ("Land Records") at Liber 39703, folio 579, ("Deed of Trust"), the Noteholder having subsequently appointed Michael G. Gallerizzo and Richard A. DuBose, III as Substitute Trustees in the place and stead of the Original Trustees by that certain *Deed of Appointment of Substitute Trustees*, dated March 17, 2021, and recorded among the aforementioned Land Records in Liber 45239, folio 222, default having occurred under the terms of said Deed of Trust and at the request of the party secured thereby, the undersigned Substitute Trustees (collectively, the "Trustees") will offer the Property described below for sale to the highest qualified bidder **at a public auction to take place in front of the Duvall Wing entrance (on Main Street) to the Circuit Court for Prince George's County located at 14735 Main Street, Upper Marlboro, Maryland 20772, on:**

**TUESDAY, MARCH 12, 2024
AT 11:00 A.M.**

ALL OF THAT certain property being situate in the Laurel, Prince George's County, Maryland, and any improvements thereon, being more particularly described as follows (the "Property"):

All that certain land located in Prince George's County, Maryland and being more particularly described as follows:

Being known and designated as Lots One (1) through Six (6) in Block 13 in the subdivision known as "Oak Crest" as per plat thereof recorded in Liber JWB 5 at folio 462 and re-recorded in Plat Book A at Plats Nos. 108 and 108-A among the Land Records of Prince George's County, Maryland. Being in the 10th Election District.

Tax ID #s	Lot 1-4,	10-0996447	Baltimore Ave., Laurel, MD 20707 (land)
	Lot 5,	10-0996439	Walnut Ridge Drive, Laurel, MD 20707 (land)
	Lot 6,	10-0996421	Baltimore Ave., Laurel, MD 20707 (land)

Property Address: 13788 Baltimore Avenue, Laurel, Maryland 20707

The Property is believed to consist of three contiguous parcels of land that are believed to be zoned C-S-C (Commercial Shopping Center) and are situated on the northeast corner of the intersection of Baltimore Avenue (US Route 1) and Willow Street in Laurel, (Prince George's County), Maryland. The Property contains approximately 45,000 square feet of unimproved land. The Property is believed to be generally known as 13788 Baltimore Avenue, Laurel, Maryland and is believed to be assigned the following Tax Identification Numbers: 10-0996447, 10-0996439 and 10-0996421.

TERMS OF SALE: The Property will be offered for sale as an entirety. A deposit in the amount of Twenty-Five Thousand Dollars (\$25,000.00) shall be paid by cash, certified check, or cashier's check by the successful bidder (the "Purchaser") to the Trustees at the time and place of sale. The Purchaser shall be required to increase the amount of the deposit to ten percent (10%) of the successful bid amount within three (3) business days of the date of the sale by delivering to the Trustees certified funds in the amount necessary to bring the deposit amount to ten percent (10%) of the successful bid amount. The Trustees will require all potential bidders to qualify prior to the commencement of bidding by showing evidence of their ability to deliver the required deposit at the time of the sale. The balance of the purchase price shall be due at settlement in cash or by certified check together 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. Settlement shall occur within twenty (20) days following final ratification of the sale by the Circuit Court for Prince Georges County, Maryland. In the event the Noteholder, or an affiliate or subsidiary of the Noteholder, is the successful bidder at the sale, such party will not be required to deliver a deposit to the Trustees or to pay interest on the unpaid purchase money. All taxes, water and all other municipal charges and liens owed against the Property that are not otherwise extinguished as a matter of law as a result of the foreclosure sale shall be the responsibility of the Purchaser and shall be paid by the Purchaser at settlement. Within ten (10) days prior to settlement, the Purchaser shall provide the Trustees and the Noteholder with all written documentation, certifications and information that the Trustees and/or the Noteholder may request (collectively the "Disclosures") so that the Trustees and/or the Noteholder can confirm that closing on the sale or conveying title to the Property to the Purchaser will not violate any applicable anti-money laundering, anti-terrorism or other applicable laws, statutes or regulations. The Trustees shall have no obligation to close on the sale or to convey title to the Property to the Purchaser unless and until (a) the Purchaser has provided all required Disclosures to the Trustees and the Noteholder, and (b) the Trustees and the Noteholder, in their sole and absolute discretion, have confirmed that closing on the sale or conveying title to the Property to the Purchaser will not violate any applicable anti-money laundering, anti-terrorism or other applicable laws, statutes or regulations. The Trustees reserve the right to reject any and all bids, to extend the time for settlement, and to withdraw the Property from the sale for any reason.

The Property will be 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. In addition, the Property will be sold subject to all existing building and zoning code violations which may exist on or with respect to the Property, subject to all conditions or hazards which may exist on or with respect to the Property, subject to all critical area and wetland violations which may exist on or with respect to the Property, subject to all environmental problems or violations which may exist on or with respect to the Property, and subject to all matters, recorded documents and restrictions of record affecting the

Property, to the extent such matters, recorded documents or restrictions of record are senior to the Deed of Trust. The Property will also be sold subject to all senior liens and encumbrances that are not extinguished by operation of law or by the foreclosure sale of the Property and subject to all easements, conditions, restrictions, declarations, rights of redemption in favor of any person, entity or governmental agency, covenants, agreements, such state of facts that an accurate survey or physical inspection of the Property might disclose, and all other agreements and documents of record affecting the Property, but only to the extent that such documents are senior to the Deed of Trust.

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

The Purchaser shall pay, at settlement, all state and local transfer taxes, documentary stamps, recordation taxes and fees, title examination costs, attorneys' fees, conveyance fees, real estate taxes, water charges, other municipal liens and charges, and all other settlement costs and other costs associated with conveying the Property to the Purchaser. As indicated above, the Purchaser shall settle and comply with the terms of sale set forth herein within twenty (20) days following final ratification of the sale by the Circuit Court for Prince George's County, Maryland, unless said period is extended by the Trustees for good cause shown. Time is of the essence. 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 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 aforementioned 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 purchase price in excess of the amount originally bid by the defaulting Purchaser, the defaulting Purchaser shall not be entitled to receive payment of any such excess amount and shall not be entitled to any distribution whatsoever from the resale proceeds.

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 Purchaser's deposit without any interest thereon. Upon a refund of the deposit to the Purchaser as aforesaid, the sale to such Purchaser shall be void and of no force or effect, and the Purchaser shall have no claims against the Trustees, the Noteholder or the Auctioneer. 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.

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

Michael G. Gallerizzo
Richard A. DuBose, III
Substitute Trustees

For further information, please contact:

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**TO BE PUBLISHED ON:
2/22, 2/29, AND 3/7**