

**Gordon Feinblatt LLC  
1001 Fleet Street, Suite 700  
Baltimore, Maryland 21202**

**SUBSTITUTE TRUSTEES' SALE OF  
12613 COHILL ROAD  
CLEAR SPRING, MARYLAND 21722**

Under a power of sale contained in a certain Deed of Trust (the “Deed of Trust”) dated January 14, 2016 and recorded in Liber 5242, Folio 103 among the Land Records of Washington County, Maryland, default having occurred under the terms thereof, the Substitute Trustees will sell at public auction at the Circuit Court for Washington County, at the Courthouse Door, 95 W. Washington St, Hagerstown, Maryland 21740 on

**JUNE 28, 2024 AT 11:00 AM**

**Description of the Property:**

ALL THAT CERTAIN tract of land together with improvements erected thereon, being more fully bounded and described in accordance with a deed from John R. Curran, Neil W. Curran and Anne C. Curran to James T. Harp, Jr., mortgagor herein, dated May 21, 1990 and recorded May 21, 1990 in the Office for the Recording of Deeds in and for Washington County, Maryland, in Liber 954, Folio 912.

12613 Cohill Road is believed to be 275 acres of agricultural real property. The tract described above is hereinafter referred to as the “Property.”

**TERMS OF SALE:**

This advertisement, as amended or supplemented by any oral announcements during the sale, constitutes the entire terms upon which the Property shall be offered for sale, sold, or purchased.

The Property will be sold in “AS IS” condition and without any recourse, warranties or representations, either express or implied, as to the nature, condition, or description of the improvements. Neither the Substitute Trustees, the Auctioneer, nor the party secured by the Deed of Trust (the “Secured Party”) make any warranty or representation of any kind or nature, express or implied with respect to: (i) the physical condition of, the description of, or title to the Property; or (ii) the zoning, subdivision, or use of the Property; or (iii) the purchaser's ability to obtain possession of the Property. The purchaser shall be solely responsible for obtaining possession of the property purchased.

The Property will be sold subject to (i) all conditions, liens, restrictions, rights of redemption, covenants, encumbrances, and agreements of record that take priority over the Deed of Trust; and (ii) such state of facts that an accurate survey or physical inspection of the Property might disclose (if any) that are not otherwise extinguished by operation of law.

In addition, the Property will also be sold subject to all existing housing, building and zoning code violations, subject to all critical area and wetland violations, subject to all environmental problems and violations which may exist on or with respect to the Property, whether or not official notices thereof are issued, and subject to all matters and restrictions of record affecting the same (if any).

A \$50,000 deposit shall be required at the time and place of the auction and shall be in the form of a cashier's check drawn on a bank acceptable to the Substitute Trustees.

The deposit will not earn interest in the hands of the Substitute Trustees. The purchaser, if other than the Secured Party, its successors, or assigns, shall be required to increase its deposit to an amount equal to ten percent (10%) of the bid price payable by cashier's check or immediate funds wire transfer to the Substitute Trustees within two (2) business days following the sale. The Secured Party or any affiliate or subsidiary thereof, or an entity under common control with the Secured Party, if a bidder, shall not be required to post a deposit or to pay interest on the unpaid purchase money. If the Secured Party purchases the Property at the sale, the amount bid by the Secured Party, after deducting all expenses related to the sale, shall be a credit against the indebtedness secured by the Deed of Trust.

Balance of the purchase price to be paid by cash, cashier's check, or such other form as the Substitute Trustees may determine acceptable within twenty (20) days of final ratification of sale by the Circuit Court for Washington County. The purchaser, its assigns or designees shall pay interest on the unpaid purchase money at the interest rate set forth in the Promissory Note from the date of foreclosure auction to the date funds are received in the office of the Substitute Trustees. If settlement is delayed for any reason, there shall be no abatement of interest.

The purchaser of the Property shall be responsible for all unpaid real property taxes due with respect to the Property, and all amounts due in connection therewith, including without limitation, all arrearages, interest and penalties, and all costs and expenses necessary to redeem the Property from tax sale, if applicable, and there shall be no adjustment therefor. All water and sewer charges, and all other public charges and assessments against the Property payable on an annual basis, including sanitary and/or metropolitan district charges, if any, shall be the responsibility of the purchaser, and there shall be no adjustment therefor. The purchaser shall pay all closing costs of the sale, including recordation, sales, transfer, and agricultural land transfer taxes. All obligations of the purchaser hereunder shall survive closing and delivery of the deed. The purchaser (other than the Secured Party) shall sign a contract including this advertisement and other terms. Time is of the essence.

The purchaser shall deliver to the Substitute Trustees, within two (2) business days following the sale, an insurance certificate confirming that the purchaser has obtained casualty and liability insurance coverage on the Property, naming the Substitute Trustees and the Secured Party as additional insured parties on the policy, and otherwise in form and content acceptable to the Substitute Trustees. The failure of the purchaser to provide such evidence of insurance coverage shall constitute grounds for nullifying and voiding the sale. The Substitute Trustees reserve the right to require registration and/or pre-qualification of bidders, to modify or waive the requirements for bidders' deposits, to approve the creditworthiness of any bidder and final purchaser, to withdraw the Property from sale

before acceptance of a final bid, to cancel the sale, to use an agent or attorney to conduct the sale, to reject any and all bids or to postpone the sale and keep the bidding open for any length of time. If the purchaser defaults, in addition to any other legal or equitable remedies available to them, the Substitute Trustees shall be entitled to retain the deposit as liquidated damages and, in addition, may resell the Property at the risk and cost of the defaulting purchaser. In such event, the defaulting purchaser(s) shall be liable for the payment of any deficiency in the purchase price, all costs and expenses of both sales, reasonable attorneys' fees, and all other charges incurred by the Substitute Trustees. If the Property is resold following a default by the purchaser, the defaulting purchaser shall not be entitled to any surplus proceeds resulting from the resale of the Property, even if such surplus resulted from improvements to the Property made by or on behalf of the defaulting purchaser.

If the Substitute Trustees are unable to convey the Property by reason of any defect in the title or otherwise, the sole remedy of the purchaser of the Property at law or in equity shall be the refund of the deposit. Upon refund of the deposit to the purchaser, the sale shall be void and of no effect, and the purchaser shall have no further claims against the Substitute Trustees, the Auctioneer, or the Secured Party. The conveyance by the Substitute Trustees to the purchaser at settlement shall be by Substitute Trustees' Deed, without covenant or warranty.

The purchaser is responsible for, and the Property is sold subject to, any environmental matter or condition, whether latent or observable, that may exist at or affect or relate to the Property and to any governmental requirements affecting same. The purchaser of the Property waives, on its behalf and on behalf of its heirs, personal representatives, successors and assigns, any claims under all present and future environmental laws including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

NOTE: The information contained herein was obtained from sources deemed to be reliable, but is offered for informational purposes only. The Substitute Trustees, Atlantic Auctions, Inc. and the Secured Party do not make any representations or warranties with respect to the accuracy of such information.

David S. Musgrave  
Natalie C. Gibson  
Substitute Trustees

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Newspaper – Herald Mail

Publication Dates: June 12, 19, and 26  
(12613 Cohill Road)