

Bregman, Berbert, Schwartz & Gilday, LLC
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Bethesda, MD 20814
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**SUBSTITUTE TRUSTEES' SALE
TWO-STORY RESIDENTIAL PROPERTY
KNOWN AS
5911 BONNIE VIEW DRIVE
BALTIMORE, MD 21209**

(Case No. C-24-CV-24-003532 in the Circuit Court for Baltimore City)

Under a power of sale contained in a certain Indemnity Deed of Trust, Assignment of Rents and Leases and Security Agreement dated as of April 1, 2015 and recorded on April 7, 2015, in Book 17047 at Page 452 among the Land Records of Baltimore City, Maryland, default having occurred under the terms thereof, the holder of the indebtedness secured by the Deed of Trust (the "Noteholder") having appointed Douglas M. Bregman, Kevin G. Barker and/or Kevin B. McParland Substitute Trustees by an instrument duly executed, acknowledged and recorded among the Land Records of Baltimore City, MD, the Substitute Trustees will sell at public auction

**AT THE CLARENCE MITCHELL COURTHOUSE
100 N. CALVERT STREET, BALTIMORE, MD 21202,
ON DECEMBER 11, 2024, AT 11:00 A.M.**

ALL THAT FEE-SIMPLE LAND AND THE IMPROVEMENTS THEREON situated in Baltimore City, MD and more particularly described as follows:

BEGINNING for the same at a point on the East side of Bonnie View Drive, as laid out 50 feet wide, and shown on the plat of resubdivision of Lots 1 to 6, inclusive, Portion of Section 2, Fairway Hills, as recorded among the Land Records of Baltimore City in Pocket Folder MLP No 904, said point of beginning being located 335.00 feet from the north side of Western Run Drive, as proposed to be widened and shown on said plat, and said beginning point being also at dividing line between Lot Nos. 4 and 5, as shown on said plat thence running and binding along the said east side of Bonnie View Drive the 2 following courses and distances, namely; (1) North 21 degrees 33 minutes 38 seconds West 85.64 feet and (2) Northerly by a curve to the right with a radius of 709.48 feet the distance of 79.36 feet, thence leaving said Bonnie View Drive and running for a new line of division through Lot No. 3, as shown on said plat, (3) North 74 degrees 50 minutes 52 seconds East 146.18 feet to intersect the rear line of said Lot No. 3, thence binding along a part thereof and along the rear line of Lot No. 4 the following 2 courses and distances, namely; (4) South 31 degrees 13 minutes 20 seconds East 35.48 feet and (5) South 52 degrees 21 minutes 33 seconds East 132.16 feet to the aforementioned dividing line between Lots Nos. 4 and 5, thence binding thereon (6) South 68 degrees 26 minutes 22 seconds West 223.33 feet to the place of beginning. Containing 0.6426 acres of land, more or less, according to a survey by Matz, Childs and Associates, dated May 22, 1961. Being a part of Lot No. 3, and all of Lot No. 4, as shown on the aforementioned plat, which plat of resubdivision is recorded in Plat Folders MLP No. 1329 and 1358. Situate in the East side of Bonnie View Drive.

Tax Account #27-17-4652D-019D.

The property will be sold without representation or warranty of any kind whatsoever, subject to all conditions, restrictions and agreements of record, or otherwise affecting same, if any.

Terms of Sale: A deposit of \$17,000.00 ("Deposit") in the form of certified check or cashier's check, at the time of sale will be required of all purchasers other than the Noteholder. The deposit must be increased to 10% of the purchase price within 2 business days after the sale and delivered to the office of the Auctioneer in the same form as the initial deposit. The Substitute Trustees may, as a condition of the auction, require all potential bidders to show their Deposit to the Substitute Trustees before the bidding begins. Balance of the purchase price is to be paid in cash or certified funds within ten (10) business days of the final ratification of sale by the Circuit Court for Baltimore City. If payment of the balance does not take place within ten (10) business days of ratification, the Deposit may be forfeited and the property resold at the risk and expense of the defaulting purchaser. The defaulting purchaser shall not be entitled to any surplus proceeds or profits resulting from any resale of the property and shall be liable for the payment of any difference in purchase price, all costs and expenses of both sales and attorneys' fees. Interest to be paid on unpaid purchase money at the rate of 6% from date of sale to the date funds are received in the office of the Substitute Trustees, in the event the property is purchased by someone other than the Noteholder. In the event the settlement is delayed for any reason and the property is purchased by someone other than the Noteholder, there shall be no abatement of interest caused by the delay. Taxes, water rent, ground rent, condominium fees, and/or homeowners association dues, if applicable, to 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. Cost of all documentary stamps and transfer taxes, title examination, document preparation and title insurance shall be borne by the purchaser.

Additional announcements as to terms of the sale and other matters related to the sale may be made at the time of sale.

The property will be sold in an "AS IS" condition and without any recourse, representations or warranties, either express or implied. Neither the Substitute Trustees, the secured party nor any other party makes any warranty or representation of any kind or nature regarding the property, including without limitation, the physical condition of, the description of, or title to the property. The purchaser at the foreclosure sale shall assume the risk of loss for the property immediately after the sale.

If the Substitute Trustees are unable to convey the property as described above, with good and marketable title, by reason of any defect in the title or otherwise, the purchaser's sole remedy at law or in equity shall be limited to the refund of the aforementioned Deposit. Upon refund of the Deposit to purchaser, the sale shall be void and of no effect, and the purchaser shall have no further claims against the Substitute Trustees or the secured party. The conveyance of the property 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, if any, that may exist at or affect or relate to the property and to any governmental requirements affecting the same.

Note: The information contained herein was obtained from sources deemed to be reliable but is offered for information purposes only. The Auctioneer, the Substitute Trustees, and the secured party do not make any representations or warranties with respect to the accuracy of the information contained herein. Prospective purchasers are urged to make their own investigation.

Douglas M. Bregman, Kevin G. Barker and/or Kevin B. McParland, Substitute Trustees

ATLANTIC AUCTIONS, INC.
(410) 803-4177 LIC. NO. 100002132

DAILY RECORD NOV 22, 29 AND DEC 6, 2024