

**Cole Schotz P.C.  
1201 Wills Street  
Suite 320  
Baltimore, Maryland 21231**

**SUBSTITUTE TRUSTEES' SALE OF A VALUABLE 9-BEDROOM  
WATERFRONT HOME LOCATED AT 4701 GIRTON AVE., SHADY SIDE, MD 20764**

Under and by virtue of the power of sale contained in that certain *Commercial Deed of Trust*, dated January 13, 2023, executed and delivered by Brian Colella (“**Grantor**”) to the trustees named therein and recorded among the Land Records of Anne Arundel County, Maryland (“**Land Records**”) at Book 39403, Page 314 (the “**Deed of Trust**”), the holder of the indebtedness secured by said Deed of Trust, as well as the Deed of Trust Promissory Note dated January 13, 2023 (the “**Noteholder**”), having subsequently appointed Gregory L. Arbogast and J. Michael Pardoe as Substitute Trustees in the place and stead of the original trustee under the Deed of Trust by instrument duly executed, acknowledged and recorded among the aforementioned Land Records, a default having occurred under the terms of said Deed of Trust, and at the request of the parties secured thereby, the undersigned Substitute Trustees (collectively, the “**Trustees**”) will offer for sale at a public auction to be conducted at the Courthouse at the Circuit Court for Anne Arundel County, Maryland located at 8 Church Circle, Annapolis, MD 21401 on:

**TUESDAY, DECEMBER 17, 2024  
at 10:00 a.m.**

ALL THAT lot of ground, situate, lying and being in the Seventh Assessment District of Anne Arundel County, State of Maryland (the “**Property**”) and being further described as follows:

Being known and designated as Lot 113 as shown on a revised and enlarged Plat of Idlewilde on the Bay recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 7, Folio 44, and known as 4701 Girton Avenue, Shady Side, Maryland 20764.

BEING the same property conveyed to Brian Colella from Middleburg Associates, L.L.C., a Virginia Limited Liability company, by Deed dated May 16, 2002, and recorded on May 20, 2002, in Book 11505, Folio 370.

The Property is believed to be improved by a single-family home consisting of 9 bedrooms and 6.5 bathrooms. The Property is believed to be improved by a private pier and walkout patio, among other improvements. The Property has a Tax Identification Number of 07-465-00304502.

**TERMS OF SALE:** A deposit of One Hundred Thousand Dollars (\$100,000.00) for the Property, payable in cash, certified check or other form acceptable to the Trustees, will be required of the purchaser(s) at the time and place of sale. The successful bidder (“**Purchaser**”) will be required to increase the deposit to ten percent (10%) of the bid amount within five (5) calendar days of the date of sale by delivering certified funds to the Trustees in an amount sufficient to bring the total deposit to ten percent (10%) of the bid amount (collectively, the “**Deposit**”). 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 seven percent (7%) per annum from the date of sale to and including the date of settlement, which settlement shall occur within thirty (30) days following the final ratification of sale by the Circuit Court for Anne Arundel County, Maryland, unless said period is extended by the Trustees for good cause shown. Time is of the essence. If ratification or settlement is delayed for any reason, there shall be no abatement of interest. In the event the beneficiary under the Deed of Trust, or an affiliate 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 money.

All real estate taxes, assessments, water charges, and other fees relating to the Property and municipal charges owed against the Property which are not extinguished as a matter of law by the foreclosure sale are the responsibility of the Purchaser and shall be paid by the Purchaser at settlement. The cost of all documentary stamps, recordation taxes, transfer taxes, title examination costs, other transfer taxes, and all 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. At settlement, the Purchaser shall provide all additional information and documentation reasonably requested by the Trustees and/or the Noteholder in order to comply with all applicable anti-money laundering, anti-terrorism or other applicable laws or regulations. The Trustees reserve the right to reject any and all bids, and to extend the time for settlement, at their discretion.

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 building and zoning code violations; (b) all existing wetlands, (c) all critical area and wetland violations; (d) all environmental problems, conditions, encroachments and other violations which may exist on or with respect to the Property; (e) all senior liens, encumbrances, easements, conditions, restrictions, agreements, declarations and covenants which are not extinguished as a matter of law by the foreclosure sale; (f) any rights of redemption; (g) such state of facts that an accurate survey or physical inspection of the Property might disclose; and (h) all agreements and restrictions of record affecting the Property, if any. The Purchaser is responsible for conducting all of its own due diligence regarding the Property. The Purchaser at the foreclosure sale 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 Anne Arundel County, Maryland and conveyance of the Property by the Trustees to the Purchaser.

In the event the Purchaser fails to go to settlement as required or fails to deliver the entire Deposit to the Trustees as required herein, in addition to any other legal or equitable remedies available to the Trustees, the Purchaser shall forfeit the entire Deposit and 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.

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

Gregory L. Arbogast and J. Michael Pardoe  
Substitute Trustees

For further information, contact:

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