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**Substituted Trustees' Sale Of Real Property
Known As
4011 Norfolk Avenue, Baltimore, MD 21216
Case Number 24-0-19-001413**

Under and by virtue of the power of sale contained in a Deed of Trust from Ernestine M. McLain, James H. McLain, recorded among the Land Records of Baltimore City in Liber 13490, folio 001, and re-recorded in Liber 21493, folio 449, and Declaration of Substitution of Trustees recorded among the aforementioned Land Records substituting Mark S. Devan, Thomas P. Dore, Brian McNair, and Angela Nasuta as Substituted Trustees, the Substituted Trustees will offer for sale at public auction, at the Courthouse Door, (Courthouse West), 100 N. Calvert Street, (Calvert Street entrance), Baltimore, Maryland, 21202 on

Thursday, January 30, 2020 at 11:00 a.m.

ALL THAT LOT OF GROUND and the improvements thereon situate in Baltimore City, State of Maryland, as described in the Deed of Trust recorded among the Land Records of Baltimore City, in Liber 13490, folio 001, and re-recorded in Liber 21493, folio 449, also being further described in a Deed recorded among the Land Records of Baltimore City in Liber 3050, folio 895. The improvements thereon consist of a DWELLING.

The property is subject to an annual ground rent.

The property will be sold in "AS IS" condition, subject to any existing building violations, restrictions and agreements of record. The purchaser assumes all risks of loss for the property as of the date of sale. Neither the Substituted Trustees nor their respective agents, successors or assigns make any representations or warranties, either expressed or implied with respect to the property. The Substituted Trustees shall convey insurable title.

TERMS OF THE SALE: A deposit in a form acceptable to the Substituted Trustee in the amount of \$5,000.00 will be required of the purchaser, other than the Holder of the Note or its assigns, at the time and place of sale. Any amount tendered at sale in excess of the required deposit will be refunded and not applied to the purchase price. Unless the purchaser is the Holder of the Note or its assigns, the balance of the purchase price shall be paid immediately with available funds within ten (10) days of the final ratification of the sale by the Circuit Court for Baltimore City. Time is of the essence. The purchaser, other than the Holder of the Note or its assigns, shall pay interest at the rate of 4.50000% per annum on the unpaid portion of the purchase price from the date of sale to date of settlement. Real property taxes and assessments shall be adjusted to the date of sale and assumed thereafter by the purchaser. Ground rent, water and/or sewer charges public or private, if any, shall be adjusted to the date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps and transfer taxes shall be paid by the purchaser. Purchaser shall have the responsibility of obtaining possession of the property.

In the event settlement is delayed for any reason, there shall be no abatement of interest. If the purchaser defaults, the entire deposit is forfeited. The Substituted Trustees shall resell the property at the risk and expense of the defaulting purchaser. The defaulting purchaser shall be liable for the payment of any deficiency in the purchase price, all costs and expenses of both sales, attorney fees, all other charges due, and incidental and consequential damages. Defaulting purchaser also agrees to pay the Substituted Trustees' attorney a fee of \$350.00 in connection with the filing of a motion to resell.

In the event the Substituted Trustees do not convey title for any reason, purchaser's sole remedy is return of the deposit. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney. The Substituted Trustees shall have the right to terminate this contract in the event the Holder or its Servicer has entered into any agreement with, or accepted funds from, the mortgagor. Upon termination of the contract, Purchaser's sole remedy shall be return of the deposit.

MARK S. DEVAN, THOMAS P. DORE,
BRIAN MCNAIR, and ANGELA NASUTA,
Substituted Trustees.

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