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## **Substitute Trustees' Sale Of Real Property**

**115 N Belnord Avenue, Baltimore, MD 21224**

Under a power of sale contained in a certain Deed of Trust from Amanda Sheckard, dated February 10, 2017, and recorded in Liber 18918, Folio 314 among the Land Records of Baltimore City, MD, default having occurred under the terms thereof, the Substitute Trustee will sell at public auction at Circuit Court for Baltimore City, Clarence M. Mitchell Courthouse, Court House Door, Calvert Street Entrance, Baltimore, MD on

**September 26, 2019 at 11:00 a.m.**

ALL THAT FEE SIMPLE LOT OF GROUND KNOWN AS metes and bounds, situated in Baltimore City, MD and more fully described in the aforesaid Deed of Trust, carrying Tax ID No. 06-16-1711-111.

The property will be sold in an "as is" condition and subject to conditions, restrictions, agreements, easements, covenants and rights of way of record affecting the same, if any, and with no warranty of any kind.

Terms of Sale: A deposit of \$24,000.00 will be required at the time of sale in the form of cash, certified check, or other form as the Substitute Trustees determine acceptable. No deposit shall be required of the noteholder where the noteholder bids in the property at auction. Balance of the purchase price to be paid in cash within ten days of final ratification of sale by the Circuit Court for Baltimore City, time being of the essence for purchaser. In the event that settlement does not occur within the said ten days, the purchaser shall be in default. Upon such default the Trustees may file a Motion and Order to Resell the property at the risk and expense of the defaulting purchaser, and purchaser(s) hereby consent to entry of such resale order without further notice, in which case the deposit shall be forfeited and all expenses of this sale (including attorney's fees and the full commission on the gross sale price of this sale) shall be charged against and paid out of the forfeited deposit. The Trustees may then readvertise and resell the property at the risk and cost of the defaulting purchaser; or, without reselling the property, the Trustees may avail themselves of any legal or equitable remedies against the defaulting purchaser. In the event of a resale, the defaulting purchaser shall not be entitled to receive the surplus, if any, even if such surplus results from improvements to the property by said defaulting purchaser. Interest to be paid on the purchase money less the stated deposit called for herein, at the rate pursuant to the Deed of Trust Note from the date of auction to the date funds are received in the office of the Substitute Trustee. There shall be no abatement of interest due from the purchaser in the event additional funds are tendered before settlement or if settlement is delayed for any reason, including but not limited to exceptions to sale, bankruptcy filings by interested parties, Court administration of the foreclosure or unknown title defects. All taxes, ground rent, water rent, condominium fees and/or homeowner association dues, all public charges/assessments payable on an annual basis, including sanitary and/or metropolitan district charges, if applicable, are to be adjusted to the date of auction and thereafter are to be assumed by the purchaser. Cost of all documentary stamps, transfer taxes, agricultural transfer tax, if any and settlement expenses shall be borne by the purchaser. Purchaser shall be responsible for obtaining physical possession of the property. Purchaser assumes the risk of damage to the property from the date of auction forward. If the Substitute Trustee does not convey title for any reason, including but not limited to the Secured Party executing a forbearance agreement with the borrower(s) described in the above-mentioned Deed of Trust, or allowing the borrower(s) to execute their right to reinstate or payoff the subject loan, prior to the sale, with or without the Substitute Trustee's prior knowledge, or if the sale is not ratified for any reason including errors made by the Substitute Trustees, the foreclosure sale shall be null and void and of no effect, and the Purchaser's sole remedy in law or in equity shall be the return of the deposit without interest. Further terms and particulars may be announced at time of sale, and purchaser may be required to execute a Memorandum of Sale at the time of auction. (Matter #22850)

JEFFREY NADEL, SCOTT NADEL,  
and DANIEL MENCHEL, Substitute Trustees.

### **MDC Auctioneers**

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