

SUBSTITUTE TRUSTEE'S CONTRACT FOR SALE OF REAL PROPERTY

This *Substitute Trustee's Contract for Sale of Real Property* (this "*Contract*") made this _____ day of October, 2015, by and between Roger Schlossberg, Substitute Trustee (hereinafter the "Trustee") and _____, (hereinafter individually and collectively, the "Buyer").

WHEREAS, Trustee is the Substitute Trustee duly having been substituted as the sole Trustee under the terms and conditions of that *Purchase Money Deed of Trust* from Ruben Rojas, dated May 20, 2005 and recorded among the Land Records of Prince George's County, Maryland at Liber 23719, folio 408; then amended by a *Confirmation of and Amendment to Purchase Money Deed of Trust and Substitution of Trustees* (hereinafter collectively the "*Deed of Trust*"); which said *Deed of Trust* is the subject of those foreclosure proceedings commenced by the said Trustee and now pending in the Circuit Court for Prince George's County, Maryland (the "Court") as *Roger Schlossberg, Substitute Trustee v. Ruben Rojas* (Case No. CAEF15-20132) (the "Case"); and

WHEREAS, the Buyer is the successful bidder at a public sale (the "Sale") for the purchase of the real property (the "Realty") described in the *Deed of Trust* (and as described in Exhibit 1 attached hereto and incorporated by reference herein) duly conducted this date in accordance with the provisions, terms and conditions of the Maryland Real Property Code, the Maryland Rules of Procedure, the *Deed of Trust* and a published advertisement of sale (the "Advertisement"; a copy of which said Advertisement being attached hereto and incorporated by reference herein as Exhibit 2); and

WHEREAS, included among the terms and conditions of said Sale was the requirement that the successful bidder enter into this *Contract* agreeing to said purchase upon those terms and conditions hereinafter set forth; and

WHEREAS, the Trustee and the Buyers have agreed to the Sale of the Realty upon those terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, and the respective understandings of the parties hereinafter contained, the parties hereto agree as follows:

1. *Recitals.* The recitals hereinabove are incorporated by reference as if fully set forth in the body of this Contract.

2. *Sale.* The Trustee agrees to sell and the Buyer agrees to buy all of the Trustee's right, title and interest in and to the Realty together with all improvements and fixtures thereon and all related easements and other rights appurtenant thereto, and subject to those conditions

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and restrictions of record or generally applicable to the Realty.

3. *Purchase Price.* The Buyer agrees to pay to the Trustee and the Trustee agrees to accept from the Buyer in full and complete payment for the Realty, the sum of _____ Thousand and 00/100 Dollars (\$_____.00) (the "Purchase Price") payable as follows: (a) An initial deposit by way of check, in the amount of Twenty-five Thousand and 00/100 Dollars (\$25,000.00) payable contemporaneous with the execution and delivery of this Contract, said earnest money to be held and applied by the Trustee as hereinafter provided [N.B. Where the Buyer is the holder of the indebtedness secured by the *Deed of Trust*, payment of the deposit instead is made as provided in the Advertisement]; (b) the balance of the Purchase Price, less any and all deposits, shall be paid in full by Buyer in cash, wired funds, bank check, certified check or other payment acceptable to the Trustee at final settlement together with interest accruing on the unpaid balance of the Purchase Price at the rate of twelve percent (12%) *per annum* from the date of entry by the Court of an Order ratifying the Sale to the date of settlement provided that settlement occurs within that ten (10) day period stipulated in Paragraph 7, *infra*, and at the rate of twenty percent (20%) *per annum* thereafter to the date of settlement.

4. *"As Is, Where Is" Condition.* The parties hereto acknowledge that the Trustee is selling his right, title and interest in the Realty, together with all improvements located thereon in "as is, where is" condition, without warranty or representation of any kind as to the condition of the Realty or the improvements located thereon. The Buyer hereby acknowledges that prior to execution and delivery of this Contract, the Buyer has had adequate opportunity to cause the Realty and the improvements located thereon to be inspected, appraised, analyzed or otherwise evaluated, and to conduct such studies, inspections, appraisals, analyses and other evaluations as are necessary for the purposes of the Buyer.

5. *Title.* At settlement, the Trustee agrees to execute and deliver to the Buyer a Trustee's Deed for the Realty; which said Trustee's Deed shall not include either special or general warranties of title. Notwithstanding the foregoing, the Trustee agrees that the title to be conveyed hereunder shall be good and marketable and free of liens and encumbrances, subject however to covenants, conditions and restrictions of record or generally applicable to the Realty. If notwithstanding the good-faith efforts of the Buyer, the Buyer is unable to obtain at Buyer's expense and at standard and prevailing title insurance rates, an ALTA policy of title insurance insuring the marketable title to the Realty as above provided, and if Buyer is unwilling to accept such title as then is able to be conveyed by Trustee, settlement shall be adjourned for a reasonable period to permit the Trustee to cure such defects of title that prohibit the issuance of such an ALTA policy of title insurance. In the alternative, and provided that an ALTA policy of title insurance insuring marketable title to the Realty as above-contemplated is available upon payment of an added-risk premium, Trustee may elect forthwith to close upon the sale of the Realty and the Trustee shall pay any added-risk premium required to obtain such ALTA policy of title insurance as is above-contemplated; in which such event, the title objections of the Buyer

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irrebuttably shall be deemed cured and satisfied, and the parties forthwith shall proceed to and consummate closing.

In the event an ALTA policy of title insurance as above-contemplated is unable to be obtained within a reasonable period following adjournment of settlement, this Contract thereafter shall be null and void and of no further legal effect, and any earnest monies paid hereunder shall be returned to the Buyer without interest, penalties or costs.

6. *Court Approval and Jurisdiction.* The parties hereto acknowledge that the Trustee's Sale of the Realty expressly is subject to approval and ratification by the Court pursuant to the provisions of the Maryland Real Property Code and the Maryland Rules of Procedure. Forthwith following execution and delivery of this Contract, Trustee agrees to take such action as is necessary to obtain such approval and ratification from the Court (including the timely filing of the Trustee's *Report of Sale*) and diligently to prosecute the same. Buyer agrees to cooperate with Trustee in obtaining such approval and ratification of the sale including, *inter alia*, the timely execution and delivery by Buyer of that *Affidavit of Purchaser* required to be filed by Buyer pursuant to the provisions of Maryland Rule 14-305(b) [as made applicable to the Sale by Maryland Rule 14-207(d)]. In the event ratification of the Sale is denied by the Court, this Contract thereafter shall be null and void and of no further legal effect, and any earnest monies paid hereunder shall be returned to the Buyer without interest, penalties or costs. All disputes arising under or related to this Contract shall be subject to the exclusive jurisdiction of the Court.

7. *Settlement.* Settlement shall be conducted within ten (10) days from the date of entry by the Court of an Order ratifying the Sale. Settlement shall be conducted at the office of that attorney or title company designated by the Buyer. The Buyer shall be entitled to possession of the Realty following final settlement. If Buyer fails or refuses to pay the balance of the Purchase Price as contemplated in Paragraph 3(b) at settlement as herein provided, time expressly being of the essence to Buyer's obligation of payment, then at the option of Trustee: (a) this Contract may be terminated and ended and any deposit monies paid by the Buyer hereunder forthwith and without prior notice to Buyer and without the necessity of any application to or Order of the Court, shall be paid to and retained by the Trustee as liquidated damages for the breach of Buyer; the parties hereto expressly acknowledging that damages in respect of such breach may be difficult or impossible accurately to ascertain; or (b) Trustee may proceed to enforce this Contract by specific performance or seek damages for its breach in the Court; in which event, Trustee may retain the said deposit monies and apply the same against any damages ultimately awarded by the Court.

8. *Adjustments.* All taxes and all other public or private charges constituting liens against the Realty (including State, county, city, town, district, homeowners' association or other assessments, charges, *etc.* including, without limitation, water and sewer charges, if any) shall be

Initials: _____

apportioned as of the date of settlement unless otherwise agreed upon herein. All charges for recording fees, recordation and transfer taxes shall be borne exclusively by the Buyer. The Trustee shall not be liable for the payment of any settlement or closing agent's fees including, without limitation, handling fees, notary fees, postage charges, document preparation charges, and any other fees or charges (collectively, "Fees") except such Fees as are expressly disclosed to the Trustee in writing not less than 72 hours prior to closing, and which said Fees the Trustee expressly agrees in writing to pay or permit to be paid from the closing proceeds otherwise payable to the Trustee or for the benefit of the Trustee.

9. *Agricultural Land Transfer Tax.* The parties hereto acknowledge that the Realty may be subject to the assessment and payment of an agricultural land transfer tax pursuant to the provisions of Maryland Tax Property Code §13-301 *et seq* (if Washington County add: and §13-501 *et seq*). Buyer hereby expressly assumes all liability for the payment of any such agricultural land transfer tax, or any other taxes assessed or payable in connection with the transfer of the Realty, and expressly agrees to indemnify and hold Trustee harmless from any liability therefor.

10. *Maryland Property Disclosure/Disclaimer.* The Trustee is exempt from the requirement of provision of a Maryland Residential Property Disclaimer statement otherwise required to be furnished pursuant to Maryland Real Property Code §10-702.

11. *Further Assurances.* The parties hereto agree to execute and deliver such other and further documents and assurances as may be necessary to effect the purposes and premises of this *Contract*.

12. *Notices.* Any notice required or permitted by or in connection with this instrument shall be in writing and shall be made by: (a) email, facsimile or other electronic transmission (confirmed on the date such transmission is sent by one of the other non-electronic methods of giving notice provided for in this Section) or by hand delivery; (b) by Federal Express (or other similar overnight delivery service); or (c) by certified mail, unrestricted delivery, return receipt requested, postage prepaid. Such notice shall be addressed to the respective parties at the appropriate address set forth below or to such other address as may be hereafter specified by written notice by the respective parties. Notice shall be considered given as of: (a) the date of the hand delivery, email, facsimile or other electronic transmission; (b) one (1) calendar day after the date of delivery to Federal Express or similar overnight delivery service; or (c) three (3) calendar days after the date of mailing. Such notice shall be considered given independent of the date of actual delivery or whether delivery is ever in fact made, as the case may be, provided the giver of notice can establish the fact that notice was given as provided herein. If notice is tendered pursuant to the provisions of this Paragraph and is refused or returned by the intended recipient thereof, the notice, nevertheless, shall be considered to have been given and shall be effective as

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of the date herein provided.

If to Buyer: _____
 Attn: _____

 Telephone No.: _____
 Email address: _____
 Facsimile No.: _____

If to Trustee: Roger Schlossberg, Esquire
 18421 Henson Blvd., Ste. 201
 Hagerstown, Maryland 2172
 Telephone No.: (301) 739-8610
 Email: rschlossberg@schlosslaw.com
 Facsimile No: (301) 791-6302

13. *Execution.* This Contract may be executed in counter-parts and delivered via facsimile or other electronic transmission with that same force and effect as if executed as a single instrument and delivered in person.

“SELLER”

 Witness _____ (SEAL)
 Roger Schlossberg, Substitute Trustee

“BUYER”

 Witness _____ (SEAL)

“AUCTIONEER”

 Witness _____ (SEAL)
 James G. Cochran

Initials: _____

STATE OF MARYLAND, COUNTY OF _____, to-wit:

I HEREBY CERTIFY, That on this ____ day of October, 2015, before me, the subscriber, a Notary Public for the State and County aforesaid, personally appeared Roger Schlossberg, Substitute Trustee, who did acknowledge that he executed the foregoing *Substitute Trustee's Contract for Sale of Real Property* in the capacity therein stated and for the purposes therein contained.

WITNESS my hand and Official Notarial Seal.

My Commission Expires: _____

Notary Public

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, That on this ____ day of October, 2015, before me, the subscriber, a Notary Public for the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within *Substitute Trustee's Contract for Sale of Real Property* and acknowledged that he executed the same for the purposes therein contained, and also acknowledged the aforesaid *Substitute's Trustee's Contract for Sale of Real Property* to be his true and voluntary act and deed.

WITNESS my hand and Official Notarial Seal.

My Commission Expires: _____

Notary Public

STATE OF MARYLAND, COUNTY OF _____, to-wit:

I HEREBY CERTIFY, That on this ____ day of October, 2015, before me, the subscriber, a Notary Public for the State and County aforesaid, personally appeared James G. Cochran, who did acknowledge that he executed the foregoing *Substitute Trustee's Contract for Sale of Real Property* in the capacity therein stated and for the purposes therein contained.

WITNESS my hand and Official Notarial Seal.

My Commission Expires: _____

Notary Public

Initials: _____

EXHIBIT 1
PROPERTY DESCRIPTION

That parcel of ground situate in Prince George's County, Maryland and described as follows, that is to say:

BEGINNING FOR THE SAME at a point on the North side of Main Street eighty-six (86) feet West of the Northwest corner of Main and Fourth Streets and at the Southeast corner of the lot thirdly described in the Deed from Anna Theis and others, Frank This and wife, and running thence Northerly one hundred fifty-five (155) feet, thence Easterly and parallel with Main Street twenty-three (23) feet to the Westerly line of the lot formerly owned by Robert E. Gibbons thence with said line Southerly one hundred fifty-five (155) feet, more or less, to Main Street, thence with the Northerly side of Main Street twenty-three (23) feet to the place of beginning; being also known as Lot numbered twenty-six (26) in Block numbered Thirty (3) in Laurel, MD, being in the Tenth Election District.

The improvements thereon being known as 405 Main Street.

Tax ID. No. 10-1127414

Initials: _____

EXHIBIT 2
ADVERTISEMENT OF SALE

SCHLOSSBERG & MASTRO
18421 Henson Boulevard, Suite 201
Hagerstown, Maryland 21742

PUBLIC SALE OF VALUABLE IMPROVED REAL ESTATE
405 MAIN STREET
LAUREL, MARYLAND 20707

22nd DAY, OCTOBER, 2015
2:00 P.M.

By virtue of a Power of Sale contained in a *Purchase Money Deed of Trust* from Ruben Rojas dated May 20, 2005, and recorded among the Prince George's County Land Records at Liber 23719, folio 408; as amended by a *Confirmation of and Amendment to Purchase Money Deed of Trust and Substitution of Trustees* recorded among the aforesaid Land Records at Liber 35090, folio 463 (hereinafter collectively known as the "Deed of Trust"), default in compliance with the covenants of said Deed of Trust having occurred; the same having become due and payable, and demand for payment having been made, and Roger Schlossberg, Substitute Trustee, having been substituted as Trustee thereunder and having instituted foreclosure proceedings in Case No. CAEF15-20132 now pending in the Circuit Court for Prince George's County, Maryland, the said Substitute Trustee will offer at public sale in front of the Courthouse, in Upper Marlboro, Prince George's County, Maryland on 22nd day, October, 2015, at the hour of 2:00 P.M., all that lot or parcel of land, together with the improvements thereon, and also together with and subject to all easements, rights of way, benefits and appurtenances thereunto belonging or appertaining, situate, lying and being in Election District No. 10, and being more particularly described as follows:

That parcel of ground situate in Prince George's County, Maryland and described as follows, that is to say:

BEGINNING FOR THE SAME at a point on the North side of Main Street eighty-six (86) feet West of the Northwest corner of Main and Fourth Streets and at the Southeast corner of the lot thirdly described in the Deed from Anna Theis and others, Frank This and wife, and running thence Northerly one hundred fifty-five (155) feet, thence Easterly and parallel with Main Street twenty-three (23) feet to the Westerly line of the lot formerly owned by Robert E. Gibbons thence with said line Southerly one hundred fifty-five (155) feet, more or less, to Main Street, thence with the Northerly side of Main Street twenty-three (23) feet to the place of beginning; being also known as Lot numbered twenty-six (26) in Block numbered Thirty (3) in Laurel, MD, being in the Tenth Election District.

The improvements thereon being known as 405 Main Street.

Tax ID. No. 10-1127414

Initials: _____

The above-described property (the "Property") being all the same property which was conveyed by the Grantor by the Deed of Trust dated and recorded as aforesaid.

TERMS OF SALE: The Property is being sold and will be conveyed free and clear of the lien of the above-referenced Deed of Trust and all subordinate liens and encumbrances. The Property is being sold and will be conveyed "As Is, Where Is", without recourse, together with and subject to all applicable conditions, restrictions, covenants, limitations, rights of way, streets, alleys, reservations, easements, and appurtenances of record and subject also to all environmental conditions affecting the Property, if any. The undersigned Substitute Trustee makes no warranties or representations, express or implied, with respect to any matters concerning the Property, included but not limited to, condition of the Property, matters of survey or title, tenancies or parties in possession, zoning compliance, housing or other governmental or regulatory violations, etc.

A deposit of Twenty-five Thousand Dollars (\$25,000.00) (the "Deposit") will be required at the time of sale in cash or by certified check or other form of payment acceptable to the undersigned Substitute Trustee in the said Substitute Trustee's sole discretion; the balance to be paid upon ratification of the sale by the Circuit Court for Prince George's County, Maryland; except that no deposit shall be required of the holder of the note secured by the Deed of Trust (or any controlled affiliate of the holder; collectively hereinafter the "Holder") where the Holder bids on the Property at the sale and payment of the purchase price by the Holder shall be made by crediting the purchase price against the foreclosure costs and expenses and the indebtedness secured by said Deed of Trust. Interest shall accrue on the unpaid balance of the purchase price at the rate of twelve percent (12%) *per annum* from the date of sale to the date of Court ratification, and at the rate of twenty percent (20%) *per annum* from the date of Court ratification to the date of settlement. No interest shall accrue on the Deposit. Any and all rents due and payable after the date of sale (but excluding any rents due and payable through the date of sale) from leases of all or any portion of the Property will be received and held by the Substitute Trustee as an accommodation only for the benefit of purchaser pending closing with all of said rents to be credited to purchaser at closing without interest thereon or deduction therefrom. Notwithstanding the immediately preceding sentence, nothing therein contained shall be construed to oblige the Substitute Trustee affirmatively to collect said rents. If the successful bidder (the "Purchaser") fails to make settlement within fifteen (15) days following the date of Court ratification, time being of the essence thereto, the entire Deposit may, at the option of the undersigned Substitute Trustee, be forfeited and retained as liquidated damages and notice of said forfeiture shall be provided to the Purchaser by the Substitute Trustee. If the Deposit is not forfeited as liquidated damages, but is instead retained by the Substitute Trustee in escrow pending resale of the Property, the Property may be resold by the Substitute Trustee at the risk and expense of the defaulting Purchaser, and the Deposit thereafter shall be applied as required to any subsequently realized loss of the Substitute Trustee by virtue of the default by the said Purchaser and the required resale of the Property including any expenses incidental thereto. All taxes, water, and other public charges and assessments shall be pro-rated on and as of the date of said sale and shall be assumed thereafter by the Purchaser. Following the date of sale, all risk of loss to the Property shall be assumed by the Purchaser. The Purchaser shall pay the cost of all recordation taxes, transfer taxes (including but not limited to that agricultural land transfer tax imposed by Maryland Tax Property Code §13-302; which said tax may be applicable to the sale and transfer of the Property), document preparation and other costs of settlement. As an express condition of sale, the Purchaser shall be required to execute at the time of sale a *Substitute Trustee's Contract for Sale of Real Property* in that form which shall be available for inspection on the date of sale or which may be inspected in advance upon request to the undersigned Trustee or on-line at <http://www.schlosslaw.com/docs/rojas.contract.pdf>. The Purchaser shall be entitled to physical possession of the Property only after settlement; however, the Substitute

Trustee assumes no responsibility to place the Purchaser in such possession of the Property. The undersigned specifically reserves the right to reject any bids submitted. The Substitute Trustee reserves the right at the sale to vary, modify, alter or qualify any of the foregoing terms or conditions of sale.

ROGER SCHLOSSBERG
SUBSTITUTE TRUSTEE
SCHLOSSBERG & MASTRO
ATTORNEYS FOR SUBSTITUTE TRUSTEE
18421 Henson Boulevard, Ste. 201
Hagerstown, Maryland 21742

FOR FURTHER INFORMATION
PLEASE CONTACT:

J. G. Cochran Auctioneers, Inc.
301-739-0538

Initials: _____

