

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

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

22<sup>nd</sup> 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 22<sup>nd</sup> 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

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

**ATTN: The Sentinel - PLEASE PUT COCHRAN AUCTIONEERS LOGO HERE**