

SCHLOSSBERG | MASTRO
18421 Henson Blvd., Ste. 201
Hagerstown, MD 21742

**PUBLIC SALE OF VALUABLE IMPROVED REAL ESTATE
12107 ROSENBERY LANE
BIG POOL, MARYLAND 21711**

**MONDAY, JUNE 10, 2024
9:00 A.M.**

By virtue of a Power of Sale contained in a Purchase Money Deed of Trust from Judith A. Rosenberry and Juliane R. Best dated May 14, 2018, and recorded among the Washington County Land Records at Liber 5750, folio 212 (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 and Frank J. Mastro, Substitute Trustees, having been substituted as Trustees thereunder and having instituted foreclosure proceedings in Case No. C-21-CV-24-000094 now pending in the Circuit Court for Washington County, Maryland, the said Substitute Trustees will offer at public sale on the North Steps of the Washington County Courthouse at the corner of Summit Avenue and West Washington Street, in Hagerstown, Washington County, Maryland on Monday, June 10, 2024, at the hour of 9:00 A.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. 15, and being more particularly described as follows:

All the following described lot or parcel of land situate and lying 568 feet North of U.S. Route No. 40 along the East side of the thirty foot right of way running Northward from said Highway through the lands of James Frank Rosenberry and Caroline Ruth Rosenberry, his wife, at a point approximately 0.9 miles Westward from Indian Spring, in Election District No. 15, Washington County, Maryland, and being more particularly described as follows:

Beginning at an auto axel driven into the ground in the East margin of said thirty foot right of way, said axel being North 5 degrees 44 minutes East 354.08 feet from an iron pin at the end of the fourth line of the deed from Effie C. Rosenberry, widow, to James Frank Rosenberry and Carolyn Ruth Rosenberry, his wife, dated January 14, 1972 and recorded in Liber No. 537, folio 147, one of the Land Records of Washington County, Maryland, and running thence along the East margin of said right of way North 5 degrees 44 minutes East 354.08 feet to an iron pin, thence leaving the right of way and running back therefrom North 63 degrees 39 minutes East 341.57 feet to an iron pin, thence at right angles South 26 degrees 21 minutes East 300.0 feet to an iron pin, thence at right angles South 63 degrees 39 minutes West 529.63 feet to the place of beginning; containing 3.0 acres of land, more or less; together with a right of way to be used in common with others over the bed of the aforementioned thirty foot right of way running Northward from U.S. Route No. 40 for the purposes of ingress to, egress from and the installation and maintenance of utilities serving the land hereby conveyed, and being all the land labeled to John H. Rosenberry on the plat of Subdivision of Property owned by James F. Rosenberry approved by the Planning and Zoning Commission, portions of said plat indicating said approval are shown on the two pages attached to the Deed recorded at Liber 608, folio 17 among the aforesaid Land Records, and said land is conveyed subject to the restrictions and conditions shown on said plat as well as to any and all other rights of way or easements of record.

Subject to a Right of Way Agreement dated April 29, 2008 and recorded among the Land Records of Washington County, Maryland at Liber 3491, folio 127.

The above-described property (the "Property") being all the same property which was conveyed by the above-named Grantors 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 Trustees make no warranties or representations, expressed 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 Trustees in the said Substitute Trustees' sole discretion; the balance to be paid upon ratification of the sale by the Circuit Court for Washington 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. 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 Trustees, be forfeited and retained as liquidated damages and notice of said foreclosure shall be provided to the Purchaser by the Substitute Trustees. If the Deposit is not forfeited as liquidated damages, but is instead retained by the Substitute Trustees in escrow pending resale of the Property, the Property may be resold by the Substitute Trustees 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 Trustees 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 and 13-502; 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 Trustees' 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/Rosenberry.contract.pdf>. The Purchaser shall be entitled to physical possession of the Property only after settlement; however, the Substitute Trustees assume no responsibility to place the Purchaser in such possession of the Property. The undersigned Substitute Trustees expressly reserve the right to reject any bids submitted. The Substitute Trustees reserve the right at the sale to vary, modify, alter or qualify any of the foregoing terms or conditions of sale.

ROGER SCHLOSSBERG
FRANK J. MASTRO
SUBSTITUTE TRUSTEES

SCHLOSSBERG | MASTRO
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FOR FURTHER INFORMATION
PLEASE CONTACT:
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