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ATTN: rosa

Certificate of Publication

This is to certify that the attached notice has been published in
THE DAILY TIMES, a daily paper of general circulation, published in Salisbury, MD on:

04/12/19,



Legals Representative



Ad Number: 0003494817

Description: SHERIFFSSALEOFVALUABLEREALPROPERTYLOCATEDAT7628HANTONAVENUESALISBURYMARYLA

Ocean Pines Independent
11021 Nicholas Lane, Suite 10,
Ocean Pines, Maryland 21811

Worcester County Times
11021 Nicholas Lane, Suite 10,
Ocean Pines, Maryland 21811

Chincoteague Beacon
25 Market St.

Delaware Wave
33000 Coastal Highway,
Bethany Beach, Delaware 19930

Somerset Herald
115 S. Division Street
Salisbury, MD 21801

Wicomico Weekly
115 S. Division Street

Eastern Shore News
25 Market St.
Onancock, VA 23417

Delaware Coast Press
33000 Coastal Highway,
Bethany Beach, Delaware 19930

The Daily Times
115 S. Division Street

**SHERIFF'S SALE OF VALUABLE REAL PROPERTY
LOCATED AT
7628 HANTON AVENUE, SALISBURY, MARYLAND
21801**

Pursuant to Writ of Execution issued in Case No. 22-C-14-001554 in the Circuit Court for Wicomico County, Maryland, I have levied upon, seized and attached as Sheriff of Wicomico County, Maryland, all of the right, title, claim, estate and interest of judgment debtor, Tyrone Kenney ("Judgment Debtor"), in and to certain real property generally known as 7628 Hanton Avenue, Salisbury, Maryland 21801 as more particularly described below.

I hereby give public notice that on May 16, 2019 at 3:00 p.m., I will offer for sale at public auction at the Circuit Court for Wicomico County Court House, at 101 North Division Street, Salisbury, Maryland 21801, all the right, title, estate, claim and interest of Judgment Debtor in and to the following real property (the "Property"):

All that lot, tract or parcel of land situate, lying and being in the Salisbury Election District, Wicomico County, State of Maryland, in a sub-division known as "Cedarhurst Acres" and located in the Southwesterly side of and biding upon Hanton Avenue, and having a frontage thereon of 150 feet and extending back therefrom in a uniform width of 150 feet to a uniform depth of 300 feet to the Northeasterly line of Kowen Avenue and having a frontage on Kowen Avenue of 150 feet and being Lot 4, Block B, on plat entitled "Cedarhurst Acres" made by Filbert M. Hitch and recorded among the Land records of Wicomico County, State of Maryland in Liber J.W.T.S. No. 364, folio 83; and being in all respects the same land that was conveyed unto James Onley, Sr. from William G. Duvall and Jeffrey E. Badger, Assignees, by Deed of even date herewith and intended to be recorded among the Land records of Wicomico County, State of Maryland immediately prior hereto and subsequently the same land that was conveyed unto Tyrone J. Kenney and Leora M. Kenney (his wife), both of Wicomico County, State of Maryland as Tenants by the entireties and recorded among the Land Records of Wicomico County, State of Maryland in Liber 968, Folio 692 in a deed dated December 23, 1981

Wicomico County Tax I.D. No. 09-011633.

The Property is believed to be a total of 45,000 +/- square feet and improved by a one-story residential dwelling with approximately 1,694 +/- square feet.

TERMS OF SALE: A deposit in the amount of Five Thousand Dollars (\$5,000.00), payable by certified check or other form acceptable to the Sheriff's Department of Wicomico County, will be required of the purchaser(s) at the time and place of sale. The balance of the purchase price shall be due at settlement by certified check with interest on the unpaid balance of the purchase price at the rate of ten percent (10%) per annum from the date of sale to and including the date of settlement.

In the event the judgment creditor, Leora Kenney ("Judgment Creditor"), or an affiliate thereof, is the successful bidder at the sale, such party will not be required to make a deposit or to pay interest on the unpaid purchase money. Taxes, water and all other municipal charges and liens owed against the Property

be not otherwise extinguished as a matter of law. The result of the Sheriff's sale shall be the responsibility of the purchaser and shall be paid by the purchaser at settlement.

The Property will be sold in an "AS IS" condition and without any warranties or representations, either express or implied, as to the nature, condition or description of the improvements. In addition, the Property will also be sold subject to all existing housing, building and zoning code violations, subject to all critical area and wetland violations, subject to all environmental problems and violations which may exist on or with respect to the Property, and subject to all matters and restrictions of record affecting the same, if any. The purchaser at the Sheriff's sale shall assume the risk of loss for the above-referenced Property immediately after the sale takes place. It shall be the purchaser's responsibility to obtain possession of the Property following ratification of the sale by the Circuit Court for Wicomico County, Maryland and conveyance of the Property by the Sheriff to the purchaser. The Property will be sold subject to all senior liens and encumbrances, if any, and subject to all easements, conditions, restrictions, rights of redemption, covenants, such state of facts that an accurate survey or physical inspection of the Property might disclose, and agreements of record affecting the Property.

The purchaser shall pay at settlement all state and local transfer taxes, documentary stamps, recordation taxes and fees, title examination costs, attorneys' fees, conveyance fees and all other incidental settlement costs. The purchaser shall settle and comply with the sale terms within fifteen (15) days following the final ratification of sale by the Circuit Court for Wicomico County, Maryland, unless said period is extended by the Sheriff for good cause shown. Time is of the essence.

If the Sheriff is unable to convey the Property as described above, the purchaser's sole remedy at law or in equity shall be limited to the refund of the aforementioned deposit, without interest thereon. Upon refund of the deposit to the purchaser, the sale shall be void and of no effect, and the purchaser shall have no further claim against the Sheriff or the Judgment Creditor. In the event the purchaser fails to go to settlement as required, in addition to any other legal or equitable remedies available to the Sheriff, the Sheriff may, subject to further order of the court, resell the Property at the Purchaser's sole risk and expense and retain and apply the aforementioned deposit to any deficiency in the purchase price sustained by the Sheriff, all costs and expenses of both sales, reasonable attorneys' fees, and any other damages sustained by the Sheriff and/or the Judgment Creditor as a result of the Purchaser's default, including, without limitation, all incidental damages.

The information contained herein was obtained from sources deemed to be reliable, but is offered for informational purposes only. The Sheriff, the Auctioneer and the Judgment Creditor do not make any representations or warranties with respect to the accuracy of this information.

Auctioneer: Doug Marshall
Marshall Real Estate Auctions, A & M Auctioneers
4/12/19