## 100PATRICK E. THOMPSON and T. JOSEPH MCQUEENEY Braden, Thompson, Poltrack & Mundy, LLP

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## ASSIGNEES' SALE OF IMPROVED REAL PROPERTY

Known As 111 Flat Iron Square Road Church Hill, Maryland 21623

Under and by virtue of a power of sale that is set forth in a Mortgage that is dated August 20, 2007, by and between the Mortgagors, Michael D. Bell and Joan C. Bell, and the Mortgagee, Queenstown Bank of Maryland, which is recorded among the Land Records for Queen Anne's County at Liber 1717, folio 687, and docketed for foreclosure in the civil matter that is styled, *Patrick E. Thompson, et al. v. Michael D. Bell, et ux.*, Case No. C-17-CV-17-000138, the holder of the indebtedness that is secured by the Mortgage, having assigned, granted, and transferred unto Patrick E. Thompson and T. Joseph McQueeney, all of the holder's interest, rights, and title in, to, or under the Mortgage, together with the debt that is secured thereby, pursuant to an Assignment of Mortgage that is dated May 10, 2017, which is recorded among the Land Records at Liber 2698, folio 167, and a default having occurred under the terms of the Mortgage, has directed the undersigned to offer at public auction, in front of the *Circuit Court for Queen Anne's County, 100 Courthouse Square, Centreville, Maryland 21617*, on

## TUESDAY, NOVEMBER 21, 2017, at 10:00 A.M.,

ALL THAT FEE SIMPLE LOT OR PARCEL OF LAND, together with all buildings and improvements thereon, which is situated in the Second Election District of Queen Anne's County, Maryland and described more fully in the aforementioned Mortgage and a Deed that is dated August 29, 1984, by and between the United States of America, acting through the Administrator of the Farmers Home Administration, United States Department of Agriculture, and Michael D. Bell and Joan C. Bell, which is recorded among the Land Records at Liber 219, folio 706.

The property will be sold in an "AS IS WHERE IS" condition, without any express or implied representations or warranties, including but not limited to compliance with applicable building or housing codes, construction, description, environmental condition, fitness for a particular purpose, materials, merchantability, physical condition, structural integrity, subdivision, zoning, and other related and similar matters. The property will be beholden and subject to all agreements, conditions, easements, liens,

and restrictions of record, including but not limited to liability for any condominium and homeowners association assessments pursuant to Section 11-110 of the Real Property Article of the Annotated Code of Maryland.

**TERMS OF SALE:** The purchaser(s) shall be required to pay, on the day and at the time of the sale, by cash or certified funds, an initial deposit in the amount of FIFTEEN THOUSAND DOLLARS (\$15,000.00), with the balance to be paid within thirty (30) days after the Circuit Court for Queen Anne's County ratifies the sale, such a balance to accrue interest at a rate of 8.5% from the date of sale to the date of settlement, except that, to the extent that the holder of the indebtedness that is secured by the Mortgage is the highest bidder, the holder shall not be required to post a deposit or be assessed interest of any unpaid balance, but shall instead credit the purchase price against both the foreclosure costs and the indebtedness that is secured by the Mortgage. Upon ratification of the sale and payment of the purchase price, the purchaser(s) shall be afforded complete, full, and total possession of the property. The property will be sold subject to a superior lien, the balance of which will be announced at the time of the sale. All assessments, charges, and taxes shall be adjusted to the date of sale and thereafter assumed by the purchaser(s). All transfer expenses, including but not limited to the deed, documentary stamps, notary fees, title documents, and transfer taxes shall be paid by the purchaser(s). At the time of the sale, the purchaser(s) shall be required to execute any affidavits that are required by the Real Property Article and the Maryland Rules. TIME IS OF THE ESSENCE and the purchaser(s) shall be required to comply with all terms and conditions of the sale within the timeframe that is set forth herein, the failure of which shall subject the purchaser(s) to forfeiture of the deposit, whereafter the property shall be resold at the sole expense and risk of the defaulting purchaser(s). Additional terms and conditions, to the extent that they become applicable, may be announced on the day and at the time of the sale.

Patrick E. Thompson and T. Joseph McQueeney, Assignees

Marshall Auction Company (410) 822-4351 Auctioneer