

WEAVER & FITZPATRICK, P.A.
131 WEST PATRICK STREET
FREDERICK, MARYLAND 21701
(301) 694-4949

SUBSTITUTE TRUSTEE'S SALE
OF VALUABLE REAL PROPERTY
3527 URBANA PIKE
FREDERICK, MARYLAND 21704

Under a power of sale contained in a certain Part Purchase Money Deed of Trust and Security Agreement dated October 28, 2019 recorded in Liber 13334, folio 190 among the Land Records of Frederick County, Maryland, from PAK Holdings, LLC with an original principal balance of \$1,503, 000.00 and an original interest rate of 7.75%, default having occurred under the terms thereof, the holder of in the indebtedness secured by the Deed of Trust having appointed David C. Weaver the Substitute Trustee for the purpose of foreclosure by instrument duly executed and recorded among the Land Records of Frederick County, the undersigned Substitute Trustees will sell at public auction

AT THE COURTHOUSE DOOR
100 W. Patrick Street
Frederick, Maryland 21701
FEBRUARY 25, 2025
AT 10:00 A.M.

All that lot or parcel of land situated in Frederick County, Maryland and more particularly described as follows:

"New Area" containing 20,333 square feet or .4668 acres, more or less, on a Plat of Survey entitled "Addition Plat Urbana Two LLC, Liber 8345 Folio 355 (Parcel 'A') Addition to Urbana Methodist Church Liber ES 4 Folio 311 (Now Known As Wesley United Methodist Church)", dated August 5, 2011 and recorded in Plat Book 90 at Page 57, among the Plat Records of Frederick County, Maryland.

Also described as:

Beginning at a point at the end of the first line as defined in a deed unto John Montgomery et al Trustees in Trust for the Methodist Episcopal Church in the United States of America dated January 2, 1854 and recorded in Liber ES 4 at Folio 311 and running with said deed as now surveyed and with Parcel No. 2 in Uber 1126, Folio 833 (1) North 32° 21' 27" East 208.77 feet, thence (2) North 56° 51' 38" West 80.00 feet to an iron pipe found at the end of the second line in Parcel No. 1 in Liber 1126, Folio 833 and running therewith four (4) courses and distances (3) North 56° 33' 20" West 88.28 feet to an iron pipe found, thence (4) South 33° 30' 00" West 220.00 feet running over an iron pipe found at the end of the 189.94 feet thence with Maryland State Route 355 (5) South 56° 33' 22" East 89.18 feet, thence (6) North 33° 15' 57" East 10.00 feet to the Southwest corner of Parcel No. 2 in Liber 1126, Folio 833 and

running therewith (7) South 57° 43' 07" East 83.32 feet to the point of beginning, containing 36,619 square feet of ground more or less. Legal Description dated December 14, 1983 by Rothenhoefer Engineers, Inc.

Less and Except therefrom Parcel 'A' containing 11,228 square feet or 0.2578 acres, more or less, shown on a Plat of Survey entitled "(Addition Plat Urbana Two LLC, Uber 8345 Folio 355 (Parcel 'A') Addition to Urbana Methodist Church Liber ES 4 Folio 311 (Now Known As Wesley United Methodist Church)", dated August 5, 2011 and recorded in Plat Book 90 at Page 57, among the Plat Records of Frederick County, Maryland.

The improvements thereon being commonly known as **3527 Urbana Pike, Frederick, MD 21704. Tax ID: 07-204442.**

The property is being sold "AS IS" without warranties expressed or implied as to the nature, condition or description of the Property, subject to restrictions and agreements of record affecting the same, if any, zoning, and all other agreements of record affecting the same, if any, and all other restrictions now or hereafter imposed by any governmental authority or agency (including the right of any governmental agency to redeem or repurchase) on all or any portion of the property, such matters and facts as would be disclosed by a physical inspection of the property and/or by a physical or boundary survey of the property, and the purchaser will be buying the property in total, regardless of deficiency or surplus in actual computed area and regardless of the condition of the same.

TERMS OF SALE: A deposit of Ten Thousand Dollars (\$10,000.00) in cash, certified check or some other form of exchange satisfactory to the Substitute Trustee, will be required from the Purchaser at the time of sale. The balance of the purchase price, together with interest on such balance at the rate of ten per cent (10.0%) per annum from the date of the auction sale to the date of settlement, must be paid in cash at settlement, which shall be held no longer than ten (10) days following final ratification of sale by the Circuit Court for Frederick County, Maryland, unless such period is extended by the Substitute Trustee, time being of the essence. Settlement is to be conducted at the Law Offices of Weaver & Fitzpatrick, P.A. or such other location as the Substitute Trustee may designate. Taxes and other public charges and assessments shall be adjusted to the date of the foreclosure sale and shall be assumed thereafter by the purchaser. No rent or income from the property shall be collected, adjusted or credited for the benefit of the purchaser. All costs incident to settlement and conveyancing, including, without limitation, document preparation, revenue stamps, transfer tax, agricultural transfer tax, settlement fees, notary fees, survey fees, title charges, deed preparation and all other closing costs will be at the sole cost of the purchaser.

The Substitute Trustee reserves the right to withdraw the herein described property from sale at any time. In the event that either the Beneficiary under the Deed of Trust or an affiliate of the Beneficiary under the Deed of Trust is the successful bidder, the Beneficiary or the affiliate will not be required to make a deposit or to apply interest on the unpaid purchase price. In the event of default by the purchaser, the Substitute Trustee reserves the right to declare as forfeited the deposit of the purchaser as liquidated damages, or to resell the property at the purchaser's risk and apply the deposit to the costs and expenses of sale and resale the property, and to any reduction in the sale price resulting from such resale, or to pursue such other remedies as he may have under Maryland law. The defaulting purchaser shall not be entitled to any surplus proceeds on resale of

the property. If the settlement is delayed for any reason including a bankruptcy filing, court administration of the foreclosure or unknown title defects, there shall be no abatement of interest. The property is being sold subject to all federal, state and county laws and ordinances which may affect the property and its use as well as all easements, restrictions, covenants, and other matters of record which may be superior to the mortgage being foreclosed. Purchaser shall be responsible for any outstanding building code violations, if any and subject to all zoning matters. Purchaser is responsible for obtaining physical possession of the property.

If the Substitute Trustee is unable to convey good and marketable title, the purchaser's sole remedy at law or in equity shall be limited to a refund of the deposit. Upon refund of the deposit, the sale shall be void and of no effect, and the purchaser shall have no other claims against the Substitute Trustee.

**DAVID C. WEAVER, SUBSTITUTE TRUSTEE
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