

SCHLOSSBERG, MASTRO & SCANLAN
18421 Henson Boulevard, Suite 201
Hagerstown, MD 21742

**SHERIFF'S SALE OF VALUABLE
IMPROVED REAL PROPERTY**

12846 Resh Road, Hagerstown, MD 21740
12848 Resh Road, Hagerstown, MD 21740
12850A and 12850B Resh Road, Hagerstown, MD 21740

8613 Sharpsburg Pike, Fairplay, MD 21713

664-666 Oak Hill Avenue, Hagerstown, MD 21740

By virtue of a *Writ of Execution* directed to the undersigned Sheriff at the request of the holder (the "Judgment Holder") of the judgment (the "Judgment") entered in Case No. 21-C-15-053206-FJ in the Circuit Court for Washington County, Maryland (the "Court"), the undersigned will sell to the highest bidder at public auction sale all of the right, title, claim, interest and estate, both legal and equitable, owned by the Defendants therein, Oscar J. Benisek and Paula L. Schlosser (collectively, the "Defendants"), of, in, to and about the hereinafter described real property at the following place, date and time:

**Washington County Court House
February 23, 2017
11:00 a.m.**

Resh Road Properties

All the following three described tracts or parcels of land, together with the improvements thereon (collectively, the "Resh Road Properties"), situate along the west side of Resh Road, Election District No. 13, Washington County, Maryland, and being more particularly described as follows:

Lot No. 1: Being all of that real property designated as "Lot No. 1" consisting of 0.96 acres of land, more or less, on the *Preliminary/Final Plat of Subdivision for Ambervest, Inc.* recorded among the Land Records of Washington County at Plat folio 2725 (the "*Plat*"); improved by a two-story frame residential two-family dwelling house; the improvements thereon being commonly known and designated as 12846 Resh Road, Hagerstown, MD 21740.

Lot No. 2: Being all of that real property designated as "Lot No. 2" consisting of 1.42 acres of land, more or less, on the *Plat*; improved by a split-level brick and frame residential single-family dwelling house; the improvements thereon being commonly known and designated

as 12848 Resh Road, Hagerstown, MD 21740.

Lot No. 3: Being all of that real property designated as "Lot No. 3" consisting of 1.27 acres of land, more or less, on the *Plat*; improved by a one-story frame residential two-family dwelling house; the improvements thereon being commonly known and designated as 12850A and 12850B Resh Road, Hagerstown, MD 21740.

The Resh Road Properties being all the same real property conveyed to O. John Benisek and Paula L. Schlosser, husband and wife, by, and as described in, that *Deed* dated September 17, 2001, and recorded among the said Land Records at Liber 1698, folio 0237.

Sharpsburg Pike Property

All that lot or parcel of land, together with the improvements thereon (the "Sharpsburg Pike Property") situate and lying near Lappans Crossroads, in Tilghmanton Election District, Washington County, Maryland, and being more particularly described as follows:

BEGINNING at a point in the East marginal line of the Hagerstown and Sharpsburg Pike at the end of the first line of Parcel No. 2 described in a Deed from Harry M. Lumm and wife to James A. Waters and wife, dated October 30, 1928 and recorded in Liber 181, folio 355, one of the Land Records of Washington County, Maryland, said point being also the Northwest corner of the whole tract of land conveyed by said deed, and running thence reversing said line, along the East margin of said pike, South 45 minutes East 24 feet, thence south 89 degrees 15 minutes West 16.5 feet to the center line of said Pike, thence with the center line thereof, South 45 minutes East 57.7 feet, thence leaving the pike and running with a wire fence South of the residence on the property herein described, thence North 88 degrees 30 minutes East 194.5 feet to an iron pipe, thence North 2 degrees 25 minutes West 79.5 feet to a stake in the division fence line between said Waters property and the property adjoining on the North, and with it South 89 degrees 15 minutes West 175 feet to the place of beginning; CONTAINING 0.34 acres of land, more or less.

The Sharpsburg Pike Property being all the same real property conveyed to Oscar John Benisek and Paula L. Benisek by, and as described in, that *Deed* dated July 16, 1984 and recorded among the said Land Records at Liber 767, folio 0095.

Oak Hill Property

All that property situate on the East side of Oak Hill Avenue, in Hagerstown, Washington County, Maryland (the "Oak Hill Property"), in the 22nd Election District described as follows:

BEGINNING for the same at a point on the East marginal line of Oak Hill Avenue distant 70 feet southwardly from the southeast corner formed by the intersection of the East marginal line of Oak Hill Avenue and the South marginal line of Maple Avenue and running thence along the East marginal line of said Oak Hill Avenue in a Southerly direction a distance of 55 feet; thence in an Easterly direction at right angles with said Oak Hill Avenue a distance of 85 feet; thence in a Northerly direction parallel to said Oak Hill Avenue a distance of 55 feet, more or less, to intersect

the fourth line of a conveyance from Henry A. McComas, Trustees, to Milton Kohler dated January 16, 1909, and recorded in Liber 131, folio 271, one of the land records of Washington County, Maryland, at a point 85 feet from the East marginal line of said Oak Hill Avenue; thence in a Westerly direction a distance of 85 feet to the place of beginning; together with the right to use the cesspool and the right to use the drain, as set forth in a Deed from Luerna Sensenbaugh to Perry-Kent Company, dated May 28, 1981 and recorded in Liber 716, folio 1038, and, together with all rights, ways, easements, and appurtenances thereunto belonging or in any wise appertaining.

Being the same property which was conveyed unto O. John Benisek and Paula L. Benisek, by deed dated December 13, 2012, and recorded among the Land Records of Washington County, Maryland at Liber 4444, folio 0429.

MANNER OF OFFERING; REQUIRED DEPOSITS

The Resh Road Properties, the Sharpsburg Pike Property and the Oak Hill Property (collectively, the "Properties") will be offered for sale in the following manner with deposits (individually, a "Deposit"; collectively, the "Deposits") required to be paid by the purchasers thereof in the following amounts:

FIRST OFFERING: The three (3) Resh Road Properties will be offered together as a single group. Deposit required: \$25,000.00.

SECOND OFFERING: The Sharpsburg Pike Property will be offered separately. Deposit required: \$10,000.00.

THIRD OFFERING: The Oak Hill Property will be offered separately. Deposit required: \$20,000.00.

The undersigned Sheriff expressly reserves the right to change the above manner of offering at the time of sale. Each of the above Properties will be offered for sale and shall be conveyed together with and subject to all applicable conditions, restrictions, covenants, limitations, rights of way, streets, alleys, reservations, easements and appurtenances of record.

TERMS OF SALE

All of the right, title, claim, interest and estate, both legal and equitable (collectively, the "Title") owned by the Defendants of, in, to and about the above-described Properties will be offered for sale and shall be conveyed free and clear of the lien of the above-referenced Judgment as well as all subordinate liens and encumbrances. Said sale and conveyance shall be made subject to all liens and encumbrances senior in priority to the lien of the Judgment (collectively, the "Senior Liens") as well as any and all liens for unpaid taxes, assessments, utility and other public charges, *etc.* (collectively, the "Public Liens"); which said Senior Liens and Public Liens expressly shall be assumed by the purchasers of each of the Properties. The Sheriff is informed that the only existing Senior Lien against any of the Properties is the prior existing lien against

the Resh Road Properties of that certain *Purchase Money Deed of Trust* for the benefit of First United Bank and Trust dated September 17, 2001 and recorded among the said Land Records at Liber 1698, Folio 0241 (the "First United Lien"); as to which said First United Lien, the Sheriff further is informed that as of January 17, 2017, the aggregate amount required to pay off the indebtedness secured by said lien was \$85,168.36. The undersigned Sheriff notes, however, that he makes no warranties or representations with respect to the Properties or the Title to be offered for sale and conveyed, including, *inter alia*, any matters related to the First United Lien, any other Senior Liens or the Public Liens. As such, prospective purchasers should undertake and may rely only upon their own independent investigations with respect to the Properties and the Title.

The Properties will be offered for sale and shall 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, appurtenances, agreements, Public Liens or any other matters of record, and subject also to all environmental conditions affecting the Properties, if any. The undersigned Sheriff makes no warranties or representations, express or implied, with respect to any matters concerning the Properties, including but not limited to, condition of the Properties, matters of survey or title, tenancies or parties in possession, zoning compliance, housing or other governmental or regulatory violations, *etc.*

The required Deposits for the Properties are to be paid at the time of sale in cash or by collected funds, or other form of payment acceptable to the undersigned Sheriff in the said Sheriff's sole discretion. The balance of the purchase price for the Properties is to be paid upon ratification of the sales thereof by the Court. No Deposit shall be required to be paid by the Judgment Holder where the Judgment Holder bids on any of the Properties at the sale. Payment of the purchase price for any of the Properties by the Judgment Holder shall be made by crediting the purchase price against: (a) the costs and expenses of sale advanced or payable by the Judgment Holder; and (b) the unpaid balance of the Judgment indebtedness. Interest shall accrue on the unpaid balance of the purchase price for any of the Properties 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 Deposits. If the purchaser (individually, a "Purchaser"; collectively, the "Purchasers") of any of the Properties (individually, a "Property") fails to make settlement with respect thereto within fifteen (15) days following the date of Court ratification, time being of the essence thereto, the entire Deposit paid by such Purchaser may, at the option of the undersigned Sheriff, be forfeited and retained as liquidated damages and notice of said forfeiture shall be provided to such Purchaser by the Sheriff. If the Deposit paid by such Purchaser is not forfeited as liquidated damages, but is instead retained by the Sheriff in escrow pending resale of that Property with respect to which said Deposit was paid, said Property may be resold by the Sheriff at the risk and expense of the defaulting Purchaser, and the Deposit thereafter shall be applied as required to any loss subsequently realized by the Sheriff as a result of the default by said Purchaser and the required resale of the Property including any expenses incidental thereto.

All risk of loss to each of the Properties shall be assumed by the Purchasers thereof at the time of sale. The Purchasers shall pay the cost of all recordation taxes, transfer taxes (including,

inter alia, those agricultural land transfer taxes imposed by Maryland Tax Property Code §§ 13-302 and 13-502; which said taxes may be applicable to the sale and transfer of the Properties), document preparation and other costs of settlement. The Purchasers of each of the Properties shall be entitled to physical possession of the Properties only after settlement; however, the Sheriff assumes no responsibility to place such Purchasers in possession of the Properties. The undersigned Sheriff expressly reserves the right to reject any bids submitted. The undersigned Sheriff reserves the right at the sale to vary, modify, alter or qualify any of the foregoing terms or conditions of sale.

**Douglas W. Mullendore, Sheriff
Washington County, Maryland**

Attorney for Washington County
Sheriff's Department:

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For further information
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