

## NOTICE OF SUBSTITUTE TRUSTEES' SALE

Pursuant to the authority vested in the undersigned, Stephen J. Golder and Allison J. Farrell (individually and jointly, "Substitute Trustee"), by Notice of Substitution of Trustee, which Notice is of record in the Office of the Clerk of the County Commission of Jefferson County, West Virginia (the "Clerk's Office"), in Book No. 1217, at Page No. 665, and by a Deed of Trust and Absolute Assignment of Rents and Leases and Security Agreement (and Fixture Filing) dated April 18, 2007, executed by WVA 340, LLC, a Delaware limited liability company, doing business in West Virginia as Jefferson Crossing, LLC ("Borrower"), to William A. O'Brien, Trustee, to secure the payment of Twenty-Eight Million Two Hundred Fifty Thousand Dollars and No Cents (\$28,250,000.00) to Wells Fargo Bank, National Association, of record in the Clerk's Office, in Trust Deed Book No. 1642, at Page No. 173, as assigned to U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF MERRILL LYNCH MORTGAGE TRUST 2007-C1, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-C1 ("Beneficiary"), by Assignment of Deed of Trust and Absolute Assignment of Rents and Leases and Security Agreement (and Fixture Filing) dated June 28, 2017 of record in the Clerk's Office in Assignment Book No. 189, at Page No. 20 (the "Deed of Trust"), and by a UCC Fixture Filing naming WVA 340, LLC, a Delaware limited liability company, doing business in West Virginia as Jefferson Crossing, LLC, as Debtor and recorded in the Clerk's Office in Trust Deed Book No. 1035, at Page No. 158, and continued by that Continuation recorded February 8, 2012 in Trust Deed Book No. 1104, at Page No. 124, and further continued by that Continuation recorded October 21, 2016 in Trust Deed Book No. 1181, at Page No. 518, and assigned to U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF MERRILL LYNCH MORTGAGE TRUST 2007-C1, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-C1, by UCC Financing Statement Amendment recorded in Book No. 1193, at Page No. 679 (the "Fixture Filing"), the undersigned Substitute Trustee has been requested in writing by Beneficiary of the Deed of Trust and the Fixture Filing to sell the real estate and personal property described below, as there has been a default under the terms and conditions of the Deed of Trust, the Fixture Filing and the Promissory Note secured thereby. Therefore, the undersigned Substitute Trustee will sell the real estate (the "Land") and the personal property described in the Deed of Trust, at a public auction, on **Monday, March 11, 2019 at 1:00 p.m.**

**Eastern Standard Time**, to the highest bidder at the front door of the courthouse of Jefferson County, West Virginia, 100 East Washington Street, Charles Town, West Virginia 25414, which real estate and personal property is more completely described as follows:

All those certain tracts or parcels of real estate situate, lying and being in Charles Town District of Jefferson County, West Virginia, and being more particularly designated and described as follows:

**Lot 1, Jefferson Crossing (TRACT A):**

Beginning at a previously set 5/8-inch rebar with ID cap (604) at the intersection of the northern limit of a 50-foot right-of-way and on the eastern limit of West Virginia Route 17 (Flowing Springs Road); thence with the right-of-way limit of West Virginia Route 17 (Flowing Springs Road) North  $34^{\circ}12'35''$  West, a distance of 200.00 feet to a previously set 5/8-inch rebar with ID cap (605); thence leaving West Virginia Route 17 (Flowing Springs Road) and with Lot 4 of Jefferson Crossing, for two lines North  $55^{\circ}47'25''$  East, a distance of 175.00 feet to a previously set 5/8-inch rebar with ID cap (606); thence South  $34^{\circ}12'35''$  East, a distance of 200.00 feet to a previously set 5/8-inch rebar with ID cap (607) on the northern limit of a 50-foot right of way; thence with said right of way for one line South  $55^{\circ}47'25''$  West, a distance of 175.00 feet to the Point of Beginning, containing 0.803 Acres, more or less.

**Lot 4, Jefferson Crossing (TRACT A):**

Beginning at a previously set 5/8-inch rebar with ID cap (605) on the eastern limit of West Virginia Route 17 (Flowing Springs Road); thence with West Virginia Route 17 (Flowing Springs Road) North  $34^{\circ}12'35''$  West, a distance of 614.00 feet to a previously set 5/8-inch rebar with ID cap (608) at the intersection of the eastern limit of West Virginia Route 17 (Flowing Springs Road) with the southern limit of the Saratoga Drive right-of-way; thence in part with said right-of-way limit of Saratoga Drive, North  $55^{\circ}47'25''$  East, a distance of 966.81 feet to a found concrete monument (609) on the western limit of US 340/Route 9 By-Pass; thence for three lines of said By-Pass, South  $27^{\circ}53'24''$  East, a distance of 323.14 feet to a previously set 5/8-inch rebar with ID cap (220); thence South  $17^{\circ}25'37''$  East, a distance of 227.40 feet to a previously set 5/8-inch rebar with ID cap (90); thence South  $17^{\circ}24'26''$  West, a distance of 501.31 feet to a previously set 5/8-inch rebar with ID cap (203); thence South  $20^{\circ}46'54''$  East, a distance of 14.22 feet to a previously set 5/8-inch rebar with ID cap (601); thence leaving the western limit of the US 340/Route 9 By-Pass, South  $55^{\circ}47'25''$  West, a distance of 69.30 feet to a previously set 5/8-inch rebar with ID cap (613) said rebar a corner with a 50-foot right-of-way; thence for two lines with said right-of-way, North  $34^{\circ}12'35''$  West, a distance of 50.00 feet to a set "MAG" Nail (614); thence South  $55^{\circ}47'25''$  West, a distance of 225.00 feet to a previously set 5/8-inch rebar with ID cap (607) a common corner with Lot 1 of Jefferson Crossing; thence for two lines with Lot 1 of Jefferson Crossing, North  $34^{\circ}12'35''$  West, a distance of 200.00 feet to a previously set 5/8-inch rebar with ID cap (606); thence South  $55^{\circ}47'25''$  West, a distance of 175.00 feet to the Point of Beginning, containing 15.158 Acres, more or less.

Lot 2, Jefferson Crossing (TRACT B):

Beginning at a previously set 5/8-inch rebar with ID cap (273) at the intersection of the right-of-way limits of West Virginia Route 17 (Flowing Springs Road) with West Virginia Route 51 (formerly US Route 340); thence for one line with the limit of West Virginia Route 17 (Flowing Springs Road), North  $34^{\circ}12'35''$  West, a distance of 306.00 feet a previously set 5/8-inch rebar with ID cap (600), said rebar at the intersection of the southern limit of a 50-foot right-of-way and with the eastern limit of West Virginia Route 17 (Flowing Springs Road); thence with the southern limit of a 50-foot right-of-way, North  $55^{\circ}47'25''$  East, a distance of 166.00 feet to a previously set 5/8-Inch rebar with ID cap (297) at the intersection of the right-of-way limits of two 50-foot rights-of-way; thence for two lines with the limit of a 50-foot right-of-way, South  $34^{\circ}12'35''$  East, a distance of 238.78 feet to a previously set 5/8-inch rebar with ID cap (299); thence North  $49^{\circ}57'29''$  East, a distance of 25.13 feet to a previously set 5/8-inch rebar with ID cap (351) a common corner with Lot 3 of Jefferson Crossing; thence for one line with said Lot 3 of Jefferson Crossing, South  $34^{\circ}12'35''$  East, a distance of 50.26 feet to a previously set 5/8-inch rebar with ID cap (352) a common corner with Lot 3 of Jefferson Crossing and being on the right-of-way limit of West Virginia Route 51 (formerly US Route 340); thence for one line with said right-of-way limit, South  $49^{\circ}57'29''$  West, a distance of 191.99 feet to the Point of Beginning, containing 1.163 Acres, more or less.

Lot 3, Jefferson Crossing (TRACT B):

Beginning at a previously set 5/8-inch rebar with ID cap (351) a common corner with Lot 2 of Jefferson Crossing, on the right-of-way limit of a 50-foot right-of-way; thence for two lines with said right-of-way limit, North  $49^{\circ}57'29''$  East, a distance of 25.13 feet to a previously set 5/8-inch rebar with ID cap (350); thence North  $34^{\circ}12'35''$  West, a distance of 233.68 feet to a previously set 5/8-inch rebar with ID cap (340) said rebar at the intersection of two 50-foot right-of-way limits; thence continuing along the right-of-way limit, North  $55^{\circ}47'25''$  East, a distance of 184.00 feet to a previously set 5/8-inch rebar with ID cap (613) a common corner with Lot 4 of Jefferson Crossing; thence for one line with said Lot 4 of Jefferson Crossing, North  $55^{\circ}47'25''$  East, a distance of 69.30 feet to a previously set 5/8-inch rebar with ID cap (601) on the western limit of US 340/Route 9 By-Pass; thence for one line with said By-Pass, South  $20^{\circ}46'54''$  East, a distance of 271.95 feet to a previously set 5/8-inch rebar with ID cap (202) at the intersection of the western limit of US 340/Route 9 By-Pass with the northern right-of-way limit of West Virginia Route 51 (formerly US Route 340); thence for one line with said right-of-way limit of West Virginia Route 51 (formerly US Route 340), South  $49^{\circ}57'29''$  West, a distance of 216.27 feet to a previously set 5/8-inch rebar with ID cap (352) a common corner with Lot 2 of Jefferson Crossing; thence for one line with Lot 2 of Jefferson Crossing, North  $34^{\circ}12'35''$  West, a distance of 50.26 feet to the Point of Beginning, containing 1.417 Acres, more or less.

Lot 4, Jefferson Crossing II (TRACT C):

Beginning at a previously set 5/8-inch rebar with ID cap (3254) a common corner with Outparcel #6 of Jefferson Crossing and on the northeastern right-of-way limit of West Virginia Route 17

(Flowing Springs Road); thence with the northeastern right-of-way limit of West Virginia Route 17 (Flowing Springs Road), North  $34^{\circ}12'35''$  West, a distance of 256.37 feet to a previously set 5/8-inch rebar with ID cap (6998) a common corner with Lot 5 of Jefferson Crossing II, on the northeastern right-of-way limit of West Virginia Route 17 (Flowing Springs Road); thence for one line with Lot 5 of Jefferson Crossing II, North  $55^{\circ}47'25''$  East, a distance of 201.00 feet; to a previously set 5/8-inch rebar with ID cap (6997) a common corner with Lot 5 of Jefferson Crossing II, on the southwestern right-of-way limit of Jefferson Crossing Way; thence for four lines with the southwestern right-of-way limit of Jefferson Crossing Way, South  $34^{\circ}12'35''$  East, a distance of 185.22 feet to a previously set 5/8-inch rebar with ID Cap (3233), said rebar the beginning of a curve tangent to said line; thence southeasterly and southerly a distance of 26.45 feet along the curve concave to the southwest, having a radius of 87.00 feet and a central angle of  $17^{\circ}25'14''$  to a previously set 5/8-inch rebar with ID Cap (3234), said rebar the beginning point of reverse curvature; thence southerly and southeasterly a distance of 41.65 feet along the arc of said curve concave to the northeast having a radius of 137.00 feet and a central angle of  $17^{\circ}25'14''$  to a previously set 5/8-inch rebar with ID Cap (3235); thence South  $34^{\circ}12'35''$  East tangent to said curve, a distance of 4.09 feet to a previously set 5/8-inch rebar with ID Cap (3253), said rebar a common corner with Outparcel #6 of Jefferson Crossing; thence for one line with Outparcel #6 of Jefferson Crossing, South  $55^{\circ}47'25''$  West, a distance of 190.73 feet to the Point of Beginning, containing 1.174 Acres, more or less.

Lot 3, Jefferson Crossing II (TRACT D):

Beginning at a previously set 5/8-inch rebar with ID Cap (2639) said rebar being a point of tangency and on the northern right-of-way limit with Saratoga Drive; thence with Saratoga Drive northern right-of-way limit for one line, North  $55^{\circ}47'25''$  East tangent to said curve, a distance of 269.27 feet to a previously set 5/8-inch rebar with ID Cap (3250), said rebar being the beginning of a curve tangent to said line; thence northeasterly, northerly and northwesterly a distance of 47.12 feet along the curve concave to the west, having a radius of 30.00 feet and a central angle of  $90^{\circ}00'00''$  to a previously set 5/8-inch rebar with ID Cap (3230) said rebar being on the western right-of-way limit of Pimlico Drive; thence in part with said right-of-way limit of Pimlico Drive and in part with Lot 1 of Jefferson Crossing II, North  $34^{\circ}12'35''$  West a distance of 306.52 feet to a previously set 5/8-inch rebar with ID Cap (8079) said rebar a common corner with Lot 1 of Jefferson Crossing II; thence with Lot 1 of Jefferson Crossing II for one line, South  $55^{\circ}47'25''$  West, a distance of 319.00 feet to a previously set 5/8-inch rebar with ID Cap (8080) on the eastern right-of-way limit of Jefferson Crossing Way; thence the eastern right-of-way limit of Jefferson Crossing Way for five lines, South  $34^{\circ}12'35''$  East, a distance of 108.37 feet to a previously set 5/8-inch rebar with ID Cap (786) said rebar a point of curvature; thence continuing with the arc of said curve from which the radius point bears South  $55^{\circ}47'25''$  West, southeasterly and southerly a distance of 44.70 feet along the curve concave to the southwest, having a radius of 147.00 feet and a central angle of  $17^{\circ}25'14''$  to a previously set 5/8-inch rebar with ID Cap (787) said rebar a point of point of reverse curvature; thence southerly and southeasterly a distance of 23.41 feet along the arc of said curve concave to the northeast having a radius of 77.00 feet and a central angle of  $17^{\circ}25'14''$  to a previously set 5/8-inch rebar with ID Cap (788) said rebar a point of tangency; thence South  $34^{\circ}12'35''$  East tangent to said curve, a distance of 131.09 feet to a previously set 5/8-inch rebar with ID Cap (783) said rebar a point of the beginning of a curve tangent to said line; thence southeasterly, easterly and northeasterly a

distance of 47.12 feet along the curve concave to the north, having a radius of 30.00 feet and a central angle of 90°00'00" to the Point of Beginning, containing 2.500 Acres, more or less.

Lot 5, Jefferson Crossing II (TRACT E):

Beginning at a previously set 5/8-inch rebar with ID Cap (6997) said rebar on the western right-of-way limit of Jefferson Crossing Way; thence with the said western right-of-way limit of Jefferson Crossing Way for two lines, North 34°12'35" West, a distance of 245.65 feet to a previously set 5/8-inch rebar with ID Cap (3232) the beginning of a curve tangent to said line; thence northwesterly and northerly a distance of 56.73 feet along the curve concave to the northeast, having a radius of 200.00 feet and a central angle of 16°15'10" to a previously set 5/8-inch rebar with ID Cap (3262) said rebar a point of cusp and a common corner with Lot 6 of Jefferson Crossing II; thence for one line with Lot 6 of Jefferson Crossing II, South 55°47'25" West, a distance of 208.99 feet to a previously set 5/8-inch rebar with ID Cap (3263) said rebar being on the northeastern right-of-way limit of West Virginia Route 17 (Flowing Springs Road); thence for one line with on the northeastern right-of-way limit of West Virginia Route 17 (Flowing Springs Road), South 34°12'35" East, a distance of 301.63 feet to a previously set 5/8-inch rebar with ID Cap (6998) said rebar being a common corner with Lot 4 of Jefferson Crossing II, on the northeastern right-of-way limit of West Virginia Route 17 (Flowing Springs Road); thence for one line with Lot 4 of Jefferson Crossing II, North 55°47'25" East, a distance of 201.00 feet to the Point of Beginning, containing 1.395 Acres, more or less.

Outparcel #6, Jefferson Crossing (TRACT F)

Beginning at a previously set 5/8-inch rebar with ID Cap (610) at the intersection of the northeastern right-of-way limit of West Virginia Route 17 (Flowing Springs Road) and the northern right-of-way limit of Saratoga Way; thence for one line with Saratoga Way, North 55°47'25" East, a distance of 160.73 feet to a previously set 5/8-inch rebar with ID Cap (3246) the beginning of a curve tangent to said line and being on the western limit of the right-of-way of Jefferson Crossing Way; thence continuing with the right-of-way limit of Jefferson Crossing Way for two lines northeasterly, northerly and northwesterly a distance of 47.12 feet along the curve concave to the west, having a radius of 30.00 feet and a central angle of 90°00'00" to a previously set 5/8-inch rebar with ID Cap (3214); thence North 34°12'35" West tangent to said curve, a distance of 127.00 feet to a previously set 5/8-inch rebar with ID Cap (3253) a common corner with Lot 4 of Jefferson Crossing II; thence leaving the right-of-way of Jefferson Crossing Way and for one line with Lot 4 of Jefferson Crossing II, South 55°47'25" West, a distance of 190.73 feet to a previously set 5/8-inch rebar with ID Cap (3254) on the northeastern right-of-way limit of West Virginia Route 17 (Flowing Springs Road); thence continuing for one line with the northeastern right-of-way limit of West Virginia Route 17 (Flowing Springs Road), South 34°12'35" East, a distance of 157.00 feet to the Point of Beginning, containing 0.683 Acres, more or less.

TOGETHER WITH an easement for Ingress, egress and the extension of utilities over, under, along and upon the following described parcels:

Saratoga Drive:

Beginning at a previously set 5/8-inch rebar (2762) on the eastern limit of Saratoga; thence crossing Saratoga Drive, North 34°12'35" West, a distance of 60.00 feet to an unmarked point on the northern limit of Saratoga Drive and a corner with Pimlico Drive; thence crossing Pimlico Drive and continuing with the northern limit of Saratoga Drive, South 55°47'25" West, a distance of 640.00 feet to a previously set 5/8-inch rebar with ID cap (610) at the intersection of the eastern limit of West Virginia Route 17 (Flowing Springs Road) with the western limit of the Saratoga Drive right-of-way and a common corner with Outparcel #6 of Jefferson Crossing; thence with the eastern limit of West Virginia Route 17 (Flowing Springs Road), South 34°12'15" East, a distance of 60.00 feet to a previously set 5/8-inch rebar with ID cap (608) at the intersection of the eastern limit of West Virginia Route 17 (Flowing Springs Road) with the southern limit of the Saratoga Drive right-of-way and being a common corner with Lot 4 of Jefferson Crossing; thence with Lot 4 of Jefferson Crossing, North 55°47'25" East, a distance of 640.00 feet to the Point of Beginning, containing 0.881 Acres, more or less.

Pimlico Drive:

Beginning at an unmarked point on the northern right-of way limit with Saratoga Drive; thence North 34° 12'35" West, a distance of 294.02 feet to a previously set 5/8-inch rebar with ID Cap (3238); thence South 55°47'25" West, a distance of 60.00 feet to a previously set 5/8-inch rebar with ID Cap (3242); thence South 34°12'35" East, a distance of 264.02 feet to a previously set 5/8-inch rebar with ID Cap (3230) said rebar the beginning of a curve tangent to said line; thence southeasterly, southerly and southwesterly a distance of 47.12 feet along the curve concave to the west, having a radius of 30.00 feet and a central angle of 90°00'00" to a previously set 5/8-inch rebar with ID Cap (3250); thence North 55°47'25" East, a distance of 90.00 feet to the Point of Beginning, containing 0.409 Acres, more or less.

Jefferson Crossing Way:

Beginning at a previously set 5/8-inch rebar (2639) at the intersection of the eastern limit of Jefferson Crossing Way with the northern limit of Saratoga Drive, said rebar being a common corner with Lot 3 of Jefferson Crossing II; thence for five lines with Lot 3 of Jefferson Crossing II continuing with the arc of a curve from which the radius point bears North 34°12'35" West, southwesterly, westerly and northwesterly a distance of 47.12 feet along the curve concave to the north, having a radius of 30.00 feet and a central angle of 90°00'00" to a previously set 5/8-inch rebar (783); thence North 34°12'35" West to a previously set 5/8-inch rebar (788) tangent to said curve, a distance of 131.09 feet to the beginning of a curve tangent to said line; thence northwesterly and northerly a distance of 23.41 feet along the curve concave to the northeast, having a radius of 77.00 feet and a central angle of 17°25'14" to a previously set 5/8-inch rebar (787) a point of reverse curvature; thence northerly and northwesterly a distance of 44.70 feet along the arc of said curve to a previously set 5/8-inch rebar (786) said curve concave to the southwest having a radius of 147.00 feet and a central angle of 17°25'14"; thence North 34°12'35" West tangent to said curve, a distance of 430.87 feet to a previously set 5/8-inch rebar (785) said rebar the beginning of a curve tangent to said line; thence northwesterly, northerly and

northeasterly a distance of 219.91 feet along the curve concave to the east to a previously set 5/8-inch rebar (784), said curve having a radius of 140.00 feet and a central angle of 90°00'00"; thence North 55°47'25" East tangent to said curve, a distance of 239.00 feet to a previously set 5/8-inch rebar (2638); thence North 34°12'35" West, a distance of 60.00 feet to an unmarked point, said point being a common corner with the right-of-way of Pacesetter Drive; thence in part with Pacesetter Drive, South 55°47'25" West, a distance of 239.00 feet to a previously set 5/8-inch rebar (3231) said rebar the beginning of a curve tangent to said line; thence southwesterly, southerly and southeasterly a distance of 314.16 feet along the curve to a previously set 5/8-inch rebar (3232) said curve concave to the east, having a radius of 200.00 feet and a central angle of 90°00'00"; thence South 34°12'35" East tangent to said curve, a distance of 430.87 feet to a previously set 5/8-inch rebar (3233) said rebar the beginning of a curve tangent to said line; thence southeasterly and southerly a distance of 26.45 feet to a previously set 5/8-inch rebar (3234) along the curve concave to the southwest, having a radius of 87.00 feet and a central angle of 17°25'14" said rebar a point of reverse curvature; thence southerly and southeasterly a distance of 41.65 feet to a previously set 5/8-inch rebar (3235) along the arc of said curve concave to the northeast having a radius of 137.00 feet and a central angle of 17°25'14"; thence South 34°12'35" East, a distance of 131.09 feet to a previously set 5/8-inch rebar (3214) the beginning of a curve concave to the west having a radius of 30.00 feet and a central angle of 90°00'00" and being subtended by a chord which bears South 10°47'27" West 42.43 feet; thence southeasterly, southerly and southwesterly along said curve, a distance of 47.12 feet to a previously set 5/8-inch rebar (3246) a point of cusp; thence North 55°47'25" East, a distance of 120.00 feet to the Point of Beginning, containing 1.615 Acres, more or less.

Pacesetter Drive:

Beginning at an unmarked point at the intersection of the western right-of-way limit of Jefferson Crossing Way with the northern right-of-way limit of Pacesetter Drive; thence North 34°12'35" West, a distance of 5.40 feet to a previously set 5/8-inch rebar (2637) the beginning of a curve tangent to said line; thence northwesterly a distance of 120.32 feet along the curve concave to the southwest, having a radius of 235.00 feet and a central angle of 29°20'10" to a previously set 5/8-inch rebar (795) a point of reverse curvature; thence northwesterly and northerly a distance of 43.92 feet to a previously set 5/8-inch rebar (2635) along the arc of said curve concave to the east having a radius of 30.00 feet and a central angle of 83°52'56" said rebar at the intersection of the right-of-way line of Trifecta Place; thence for one line with Trifecta Place, North 68°13'20" West, a distance of 60.02 feet to a previously set 5/8-inch rebar (797) a point of cusp on a curve concave to the northwest having a radius of 30.00 feet and a central angle of 90°00'00" and being subtended by a chord which bears South 65°20'10" West 42.43 feet; thence southerly, southwesterly and westerly along said curve, a distance of 47.12 feet to a previously set 5/8-inch rebar (792); thence North 69°39'50" West, a distance of 38.87 feet to a previously set 5/8-inch rebar (794), said rebar at the intersection of the northern limit of Pacesetter Drive with the eastern limit of West Virginia Route 17 (Flowing Springs Road); thence for one line with the said eastern limit of West Virginia Route 17 (Flowing Springs Road), South 20°20'10" West, a distance of 60.00 feet to a previously set 5/8-inch rebar (3215); thence South 69°39'50" East, a distance of 130.63 feet to a previously set 5/8-inch rebar (3216) the beginning of a curve tangent to said line; thence easterly and southeasterly a distance of 85.36 feet along the curve concave to the southwest, having a radius of 175.00 feet and a central angle of 27°56'49" to a previously set 5/8-inch rebar (3245) a point of cusp on a curve, from which the radius point bears South

48°17'43" West; thence southeasterly, southerly and southwesterly a distance of 42.55 feet along the arc of said curve concave to the west having a radius of 25.00 feet and a central angle of 97°30'26" to a previously set 5/8-inch rebar (3243) a point of cusp; thence North 55°47'25" East, a distance of 86.29 feet to the Point of Beginning, containing 0.414 acres, more or less.

Trifecta Place:

Beginning at a previously set 5/8-inch rebar (2635) a common corner with Pacesetter Drive; thence North 20°20'10" East, a distance of 88.37 feet to a previously set 5/8-inch rebar (2636); thence North 69°39'50" West, a distance of 60.00 feet to a previously set 5/8-inch rebar (793); thence South 20°20'10" West, a distance of 86.86 feet a previously set 5/8-inch rebar (797); thence South 68°13'20" East, a distance of 60.02 feet to the Point of Beginning, containing 0.121 acres, more or less.

Unnamed 50' Right of Way:

Unnamed 50-foot right-of-way serving Lot 1 of Jefferson Crossing, Lot 4 of Jefferson Crossing, Lot 2 of Jefferson Crossing, and Lot 3 of Jefferson Crossing: Beginning at a previously set 5/8-inch rebar (604) at the intersection of the northern limit of a 50-foot right-of-way and on the eastern limit of West Virginia Route 17 (Flowing Springs Road); thence North 55°47'25" East, a distance of 400.00 feet to a set "Mag" Nail (614) on the northern limit of a 50-foot right of way; thence South 34°12'35" East, a distance of 50.00 feet to a previously set 5/8-inch rebar with ID cap (613) said rebar a corner with a 50-foot right-of-way; thence South 55°47'25" West, a distance of 184.00 feet to a previously set 5/8-inch rebar with ID cap (340) said rebar at the intersection of two 50-foot rights-of-way limits; thence South 34°12'25" East, a distance of 233.68 feet to a previously set 5/8-inch rebar with ID cap (350); thence South 49°57'29" West, a distance of 50.26 feet to a previously set 5/8-inch rebar with ID cap (299); thence North 34°12'35" West, a distance of 238.78 feet to a previously set 5/8-inch rebar with ID cap (297) at the intersection of the right-of-way limits of two 50-foot rights-of-way; thence South 55°47'25" West, a distance of 166.00 feet to a previously set 5/8-inch rebar with ID cap (600), said rebar at the intersection of the southern limit of a 50-foot right-of-way and with the eastern limit of West Virginia Route 17 (Flowing Springs Road); thence with the eastern limit of West Virginia Route 17 (Flowing Springs Road), North 34°12'35" West, a distance of 50.00 feet to the Point of Beginning, containing 0.730 Acres, more or less.

The foregoing notwithstanding:

(1) The Unnamed 50' Right of Way easement shall only be an appurtenance to Lot 1, Jefferson Crossing (TRACT A), Lot 4, Jefferson Crossing (TRACT A), Lot 2, Jefferson Crossing (TRACT B) and Lot 3, Jefferson Crossing (TRACT B);

(2) The Saratoga Drive easement shall only be an appurtenance to Lot 4, Jefferson Crossing (TRACT A), Lot 5, Jefferson Crossing II (TRACT E), Lot 4, Jefferson Crossing II (TRACT C), Outparcel #6, Jefferson Crossing (TRACT F) and Lot 3, Jefferson Crossing II (TRACT D);



(3) The Jefferson Crossing Way and Pacesetter Drive easements shall only be appurtenances to Lot 5, Jefferson Crossing II (TRACT E), Lot 4, Jefferson Crossing II (TRACT C), Outparcel #6, Jefferson Crossing (TRACT F) and Lot 3, Jefferson Crossing II (TRACT D);

(4) The Pimlico Drive easement shall only be an appurtenance to Lot 3, Jefferson Crossing II (TRACT D).

Together with the following:

(a) All appurtenances, easements, rights of way, water and water rights (including, but not limited to, wells, canals, and reservoirs), pumps, pipes, flumes and ditches and ditch rights, water stock, ditch and/or reservoir stock or interests, royalties, development rights and credits, air rights, minerals, oil rights, and gas rights, any fixtures or evidence related thereto, whether now or later used or useful in connection with, appurtenant to or related to the Land, whether appropriated or unappropriated, tributary or non-tributary, and decreed or undeclared;

(b) All buildings, structures, facilities, other improvements and fixtures now or hereafter located on the Land;

(c) All apparatus, equipment, machinery and appliances and all accessions thereto and renewals and replacements thereof and substitutions therefor used in the operation or occupancy of the Land, it being intended by the parties that all such items shall be conclusively considered to be a part of the Land, whether or not attached or affixed to the Land;

(d) All land lying in the right-of-way of any street, road, avenue, alley or right-of-way opened, proposed or vacated, and all sidewalks, strips and gores of land adjacent to or used in connection with the Land;

(e) All additions and accretions to the Land and to any of the property described above in Subsections (a) through (d);

(f) All licenses, authorizations, certificates, variances, consents, approvals and other permits now or hereafter pertaining to the Land and all estate, right, title and interest of Borrower in, to, under or derived from all tradenames or business names relating to the Land or the present or future development, construction, operation or use of the Land;

(g) All proceeds of the Land and of any of the property described above in Subsections (a) through (f); and

(h) All goods, building and other materials, supplies, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property, wherever situated, which are or are to be incorporated into, used in connection with or appropriated for use on the Land and the property described above in Subsections (a) through (g) (collectively, the "Property"); all rents, issues, deposits and profits of the Property (to the extent, if any, they are

not subject to the Absolute Assignment of Rents and Leases); all inventory, accounts, cash receipts, deposit accounts, impounds, accounts receivable, contract rights, general intangibles, software, chattel paper, instruments, documents, promissory notes, drafts, letters of credit, letter of credit rights, supporting obligations, insurance policies, insurance and condemnation awards and proceeds, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the Property or any business now or hereafter conducted thereon by Borrower; all permits, consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Property; all deposits or other security now or hereafter made with or given to utility companies by Borrower with respect to the Property; all advance payments of insurance premiums made by Borrower with respect to the Property; all plans, drawings and specifications relating to the Property; all loan funds held by Lender, whether or not disbursed; all funds deposited with Lender pursuant to any Loan Document; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of kind related to the Property or any portion thereof, including, without limitation, all "Impounds" as defined in the Deed of Trust; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing, and all books, records and files relating to any of the foregoing.

#### **TERMS OF SALE:**

1. Cash in hand paid on the day of sale.
2. Sale of the property shall be made subject to all matters having priority over the Deed of Trust referred to herein including, but not limited to, any and all assessments and taxes against said property, all prior liens, rights of redemption, deeds, encumbrances, leases, restrictions, reservations, covenants, conveyances, conditions, rights-of-way and easements of any nature whatsoever.
3. The purchaser shall be responsible for the payment of the transfer taxes imposed by West Virginia Code § 11-22-1, *et seq.*, and any additional recording costs.
4. The subject property will be sold in an "AS IS" physical condition by deed containing no covenants or warranties, express or implied. Substitute Trustee makes no representations or warranties of any kind or character including, but not limited to, the condition of the real estate and personal property or the title to the real estate or personal property to be conveyed and transferred.
5. Substitute Trustees shall be under no duty to cause any existing tenant or person occupying the subject property to vacate said property or to remove any personal property from the subject property.
6. Substitute Trustees reserve the right to adjourn the sale for a time, or from time to time, without further notice by announcement at the time and place of the sale described above.

7. Beneficiary, or servicer, of the Deed of the Trust and holder of the Promissory Note thereby secured reserves the right to submit a bid for the property at the sale, which bid may be in the form of a credit bid.

8. Substitute Trustees reserve the right to reject any and all bids.

9. Such other terms as may be announced at the time of the sale.

Given under our hand this 14th day of February, 2019.

STEPHEN J. GOLDER  
ALLISON J. FARRELL  
Substitute Trustees  
1-304-523-2100

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