

**SALE ADJOURNED  
TO  
FRIDAY, JUNE 12, 2020  
1:00 P.M.**

**201 N. George Street, Charles Town, WV**

**NOTICE OF SUCCESSOR TRUSTEE'S SALE**

**NOTICE IS HEREBY GIVEN THAT:**

By virtue of that certain *Deed of Trust* dated April 14, 2008, made and executed by 201 NORTH GEORGE STREET, L.L.C. to S. WALTER WASHINGTON, as Trustee, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Trust Deed Book 1712, at Page 702;

Which Deed of Trust has been modified from time to time to reflect changes to the underlying indebtedness, to wit: Modification of Deed of Trust effective July 1, 2010, recorded in the aforesaid Clerk's office in Book 1815, at page 497; Modification of Deed of Trust effective January 1, 2011, recorded in the aforesaid Clerk's office in Book 1839, at page 496; Modification of Deed of Trust effective March 21, 2011, recorded in the aforesaid Clerk's office in Book 1843, at page 488; Modification of Deed of Trust effective June 1, 2011, recorded in the aforesaid Clerk's office in Book 1860, at page 184; Modification of Deed of Trust effective October 1, 2011, recorded in the aforesaid Clerk's office in Book 1893, at page 323; and Modification of Deed of Trust effective January 5, 2013, recorded in the aforesaid Clerk's office in Book 1967, at page 589;

Which Deed of Trust was assigned by the original beneficiary, Middleburg Bank, to Mooring Capital Fund, LLC, a Delaware limited liability company, by *Assignment* effective March 6, 2014, filed of record in the aforesaid Clerk's office on May 15, 2014, in Assignment Book 186, at page 555;

Which Deed of Trust was further assigned by Mooring Capital Fund, LLC to NCP Belden LLC, a Delaware limited liability company, by *Assignment of Deed of Trust* effective

April 16, 2019, filed of record in the aforesaid Clerk's office on February 6, 2020, in Assignment Book 191, at page 31;

Default in the payment of the indebtedness thereby secured by the *Deed of Trust* having occurred, and pursuant to the terms thereof and to the written request of the holder of the indebtedness thereby secured, and further pursuant to the authority granted to the undersigned by that certain *Appointment of Successor Trustee* dated February 18, 2020, and recorded in the aforesaid Clerk's office in Book 1236 at Page 534,

The undersigned Successor Trustee will sell at public auction to the highest bidder on:

**Friday, May 29, 2020, at 11:00 a.m.**

at the main entrance to the Jefferson County Courthouse, located at 119 N. George St., Charles Town, West Virginia 25414, the following described real estate:

ALL THAT CERTAIN LOT OR PARCEL OF REAL ESTATE SITUATE IN THE CHARLES TOWN CORPORATION, JEFFERSON COUNTY, WEST VIRGINIA, AND MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL NO. 1: THAT CERTAIN PARCEL OF REAL ESTATE AT THE NORTHEAST CORNER OF NORTH GEORGE STREET AND EAST LIBERTY STREET, AND BEING A PORTION OF LOT NO. 50 ON THE OLD MAP CHARLES TOWN, SAID PARCEL FRONTS 60 FEET MORE OR LESS ON THE NORTH SIDE OF LIBERTY STREET AND EXTENDS BACK A UNIFORM WIDTH 100 FEET, MORE OR LESS, ALONG NORTH GEORGE STREET, AND FORMERLY KNOWN AS THE SAPPINGTON HOTEL STABLE LOT THAT ADJOINED ON THE NORTH THE LAND OF JOHN H. BISHOP.

PARCEL NO. 2: THAT CERTAIN STRIP OR PARCEL OF LAND 12 FEET WIDE ON THE NORTH SIDE OF LIBERTY STREET EAST OF AND IMMEDIATELY ADJOINING PARCEL NO. 1, EXTENDING BACK A UNIFORM WIDTH 101 FEET, MORE OR LESS.

The real estate is identified for tax assessment purposes in the Jefferson County Assessor's Office in Charles Town Corp District, on Tax Map 2A, as Parcel 0023 and is hereinafter referred to as the "Property."

Participants are expected to adhere to social distancing guidelines. Any person wishing to participate in the bidding who does not wish to appear at the Jefferson County Courthouse due to the current situation with COVID-19 should contact the Successor Trustee at the number shown below to make arrangements for bidding by phone.

The Property is being sold subject to any and all easements, rights-of-way, exceptions, reservations, restrictions, covenants, conditions, leases, liens or encumbrances affecting title to the Property and further to any state of facts that would be disclosed by or apparent upon an inspection or an accurate survey of the Property described above; provided, however, that any such restriction, covenant or condition indicating a preference, limitation or discrimination based on race, color, religion, sex, marital status, ancestry, disability, handicap, familial status or national origin is hereby deleted to the extent such restriction, covenant or condition violates 42 USC § 3604(c).

The sale shall further be made subject to accrued and unpaid *ad valorem* real property taxes upon the Property. The Trustee makes no representations or warranties as to the validity or priority of such liens, taxes, encumbrances and other matters, if any.

**IN NOVEMBER 2019, THE TAX LIENS FOR DELINQUENT TAXES ASSESSED AGAINST THE PROPERTY FOR 2018 WERE SOLD TO A THIRD PARTY. IN ORDER TO AVOID THE ISSUANCE OF A SHERIFF'S DEED TO THE THIRD PARTY, THE PURCHASER MUST REDEEM THE PROPERTY BEFORE APRIL 1, 2021.**

**TERMS OF SALE:**

1. Cash in hand on the day of sale. The successful bidder shall tender **ten percent (10%)** of the high bid amount (the "**Contract Sale Price**") to the Successor Trustee by certified or cashiers' check or electronic fund transfer payable to the Successor Trustee **on or before 3:00 p.m. EDT on the day of sale**. Such deposit shall be **NONREFUNDABLE**, except as expressly provided by these Terms of Sale. The remaining balance of the Contract Sale Price must be paid to the Successor Trustee by certified or cashiers' check or electronic fund transfer **no later than thirty (30) days after the day of sale**. Time is of the essence.

2. Upon conclusion of the sale, the purchaser shall execute a Memorandum of Sale reflecting the sale of the Property and the purchase price.
3. If the purchaser fails to deliver the Contract Sale Price within the prescribed time, at the Successor Trustee's sole discretion, the Successor Trustee may either (a) file suit to enforce specific performance or seek breach of contract or other applicable damages, (b) convey the Property to the next highest bidder if such bidder will honor his, her or its bid, or (c) proceed to resell the Property pursuant to the aforesaid *Deed of Trust*. In the event of such a default the defaulting purchaser shall be liable to the Secured Party for the payment of any deficiency in the purchase price resulting therefrom, all costs and expenses of any subsequent sale, reasonable attorneys' fees, all other charges due, and incidental damages. In the event a resale of the Property results in a sale in excess of the amount originally bid by the defaulting purchaser, the defaulting purchaser shall not be entitled to return of his, her or its deposit, and waives any and all claims, rights and interest to any such excess amount and shall not be entitled to any distribution whatsoever from the resale proceeds.
4. The beneficiary of the aforesaid *Deed of Trust* and the holder of the 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.
5. The Property may be sold either as a whole or in parcels in the Successor Trustee's sole discretion.
6. The Successor Trustee reserves the right to accept or reject any bids.
7. The Property will be sold subject to any and all assessments and taxes against said Property; all prior liens and encumbrances of any nature whatsoever; and the Internal Revenue Service's right of redemption, if any.

8. The purchaser shall be responsible for payment of the transfer taxes imposed by West Virginia Code § 11-22-2 and all other settlement costs and costs incidental to transfer of the Property. Taxes and all other public charges and assessments outstanding against the Property shall be paid by purchaser at Settlement.
9. The purchaser shall be responsible for the payment of any accrued and unpaid *ad valorem* real property taxes against the Property.

**NOTE: IN NOVEMBER 2019, THE TAX LIEN FOR DELINQUENT TAXES ASSESSED AGAINST THE PROPERTY DESCRIBED HEREIN FOR 2018 WERE SOLD TO A THIRD PARTY. IN ORDER TO AVOID THE ISSUANCE OF A SHERIFF'S DEED TO THE THIRD PARTY, THE PURCHASER MUST REDEEM THE PROPERTY BEFORE APRIL 1, 2021.**

10. The Property is sold in "AS IS" condition. The Successor Trustee makes no representations or warranties of any kind or character including, but not limited to, the condition or zoning of the real estate, fitness of the Property for any particular purpose, or the title to the real estate to be conveyed. Prospective purchasers must perform such independent investigations with respect to the Property as they deem necessary prior to bidding on the Property.
11. The purchaser is responsible for, and the Property is sold subject to, any environmental matter or condition, whether latent or observable, if any, that may exist at or affect or relate to the Property and to any governmental requirements affecting the same. The Property will be sold subject to any building or housing violations, easements, agreements, restrictions, terms, rights of way, filed and unfiled mechanics' and materialmen's liens, covenants, conditions, rights of redemption, liens and all other encumbrances having priority over the secured party's deed of trust, if any, lawfully affecting the Property, whether or not of record, including but not limited to environmental conditions (including without limitation possible wetlands, riparian rights, critical or protected areas, and the presence of

protected or endangered species) and all applicable federal, state and local laws, ordinances and regulations lawfully affecting the Property.

12. The Successor Trustee will deliver a Trustee's Deed to the purchaser without any covenant or warranty (express or implied) in the form prescribed by West Virginia Code § 38-1-6 upon receipt of the Contract Sale Price in good and available funds.
13. If the Successor Trustee fails, refuses or for any reason is unable to convey title to the Property, the sole remedy of the purchaser is the return of the deposit. Reasons of such inability to convey include, but are not limited to, the filing of a bankruptcy petition by the grantor prior to the sale or reinstatement or payoff of the loan without the knowledge of the Successor Trustee. If the validity of the sale is challenged by a party in interest, the Successor Trustee, in her sole discretion, may declare the sale to be void and return the deposit. Purchaser shall have no further remedy.
14. The Property is currently leased to tenants. The Successor Trustee shall be under no duty to cause any existing tenant or person occupying the Property to vacate the Property. Prospective purchasers are hereby advised that the rights of any existing tenants or persons occupying the Property may be covered by the provisions of the federal Protecting Tenants at Foreclosure Act and West Virginia Code § 38-1-16.
15. The Successor Trustee shall be under no duty to cause any items of personal property remaining at the Property following the sale to be removed therefrom. The purchaser shall be responsible for compliance with all applicable laws in the disposal of any such items of personal property, including West Virginia Code § 38-1-17, to the extent such statute applies.
16. The Successor Trustee reserves the right to adjourn the sale, for a time, or from time to time, without further notice, by announcement made at the time and place of the sale described herein.

17. Announcements made on the day of sale take precedence over all prior communications, both verbal and written, concerning the sale of the Property, including, but not limited to, these Terms of Sale.

18. The parties' respective rights and obligations regarding the Terms of Sale and the conduct of the sale shall be governed by and interpreted according to the laws of the State of West Virginia.

Given under my hand this 5<sup>th</sup> day of May, 2020

**DEBRA LEE ALLEN**, Successor Trustee  
Spilman Thomas & Battle, PLLC  
*Remote Location:*  
292 Pleasant Valley Drive,  
Charles Town, West Virginia 25414  
304.291.7920 | 304.216.5835  
[dallen@spilmanlaw.com](mailto:dallen@spilmanlaw.com)