

NOTICE OF SUCCESSOR TRUSTEES' SALE

NOTICE IS HEREBY GIVEN THAT:

By virtue of that certain Credit Line Deed of Trust and Security Agreement dated May 8, 2009 made and executed by Ronald G. Clark and Laura L. Clark and granted to BB&T Collateral Service Corporation, a West Virginia corporation, as Trustee for the benefit of Branch Banking and Trust Company, a North Carolina banking corporation, and recorded in the office of the office of the Clerk of the County Commission of Jefferson County, West Virginia on May 12, 2009, in Trust Deed Book 1761, at page 621, which Credit Line Deed of Trust and Security Agreement was assigned by Branch Banking and Trust Company, a North Carolina banking corporation, to LSCG Fund 19, LLC, whose address is 13949 Ventura Blvd., Suite 300, Sherman Oaks, CA 91423, Attn. Luke Dixon, by Assignment of Security Instruments effective as of September 24, 2013, filed of record in the aforesaid Clerk's office on October 15, 2013, in Assignment Book 186, at Page 234 and re-recorded in the aforesaid Clerk's office on November 4, 2013, in Assignment Book 186, at Page 262, default in the performance of the obligations thereby secured 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 Trustees dated May 19, 2016, and recorded in the aforesaid Clerk's office in Deed Book 1174, at page 487, the undersigned Successor Trustees will sell at public auction to the highest bidder on

Thursday, July 14, 2016, at 11:00 a.m.

at the main entrance of the Courthouse of Jefferson County, West Virginia, located at 100 East Washington Street in Charles Town, West Virginia, the following described real estate:

All that certain lot or parcel of real estate, with the improvements thereon and the appurtenances thereunto belonging, situate in Harpers Ferry Corporation District, Jefferson County, West Virginia, being more particularly bounded and described as follows:

All that certain lot or parcel of real estate, with improvements thereon and all rights, ways and appurtenances thereunto belonging, situate on the south side of High Street in the Town of Harpers Ferry, Jefferson County, West Virginia, and designated as the northern half of Lot 36 on the Plat of Wager Division of Lands attached to [and] made a part of a certain Order of the Circuit Superior Court of Law and Chancery for Jefferson County, Virginia, dated April 2, 1835, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 29, at Page 140. Such northern half of Lot 36 is depicted on a Plat of Survey recorded in the aforesaid Clerk's Office in Deed Book 308, at Page 541.

SUBJECT TO AND TOGETHER WITH the certain easements, reservations, encroachments, and agreements as more particularly recited and referenced in a Deed from Ronald G. Clark, Grantor, to Ronald G. Clark and Laura L. Wright, dated October 18, 2002, and recorded in the aforesaid Clerk's Office in Deed Book 970, at Page 84.

AND BEING part of the same real estate which was conveyed to Ronald G. Clark and Laura L. Wright, dated October 18, 2002, from Ronald G. Clark, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 970, at page 84.


The sale shall be made 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 U.S.C. § 3604(c). The sale shall further be made subject to accrued and unpaid *ad valorem* real property taxes upon the property. The Successor Trustees make no representations or warranties as to the validity or priority of such liens, taxes, encumbrances and other matters, if any.

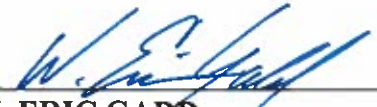
TERMS OF SALE:

1. Cash in hand on the day of sale. The successful bidder shall **tender ten percent (10%) of the total purchase price** to the Successor Trustees by certified or cashiers' check or electronic fund transfer payable to the Successor Trustees **on or before 5:00 p.m. EDT on Thursday, July 14, 2016, the date of sale.** The **remaining balance of the total purchase price** must be paid to the Successor Trustees by certified or cashiers' check or electronic fund transfer **no later than thirty (30) days after the date of sale.**
2. Upon conclusion of the sale, a Memorandum of Sale will be executed reflecting the sale of the property and the purchase price. Time is of the essence. If the purchaser fails to deliver the purchase price within the prescribed time, at the Successor Trustees' sole discretion, the Successor Trustees will either (a) file suit to enforce specific performance, (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.
3. 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.
4. The property may be sold either as a whole or in parcels in the Successor Trustees' sole discretion.
5. The Successor Trustees reserve the right to accept or reject any bids.
6. 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.
7. The purchaser shall be responsible for the payment of the transfer taxes imposed by West Virginia Code § 11-22-2.
8. The subject real property will be sold in "AS IS" condition. The Successor Trustees make no representations or warranties of any kind or character including, but not limited to, the condition of the real estate or the title to the real estate to be conveyed.
9. The Successor Trustees will deliver a trustees' 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 purchase price in good and available funds. If the Successor Trustees fail, refuse or for any reason are unable to convey title to the property or suit is filed challenging the sale, the Successor Trustees reserve the right to set aside the sale and void the Memorandum of Sale. In such event, the purchaser's sole remedy at law and in equity is limited to the return of the amount actually paid by purchaser and the sale shall be null and void and of no further effect.

10. The Successor Trustees shall be under no duty to cause any existing tenant or person occupying the subject real property to vacate said property. Prospective purchasers are hereby advised that the rights of any existing tenants or persons occupying the subject real property may be covered by the Protecting Tenants at Foreclosure Act of 2009 and the provisions of West Virginia Code § 38-1-16.
11. The Successor Trustees shall be under no duty to cause any items of personal property remaining at the subject real 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.
12. The Successor Trustees reserve 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 above.
13. Announcements made on the day of sale take precedence over these Terms of Sale.

Given under my hand this 14th day of June 2016.


DEBRA LEE HOVATTER
Successor Trustee
Spilman Thomas & Battle, PLLC
P. O. Box 615
Morgantown, West Virginia 26507-0615
(304) 291-7951


W. ERIC GADD
Successor Trustee
Spilman Thomas & Battle, PLLC
P. O. Box 831
Wheeling, West Virginia 26003
(304) 230-6977

NOTICE OF SUCCESSOR TRUSTEES' SALE

NOTICE IS HEREBY GIVEN THAT:

By virtue of that certain Credit Line Deed of Trust and Security Agreement dated May 8, 2009 made and executed by Ronald G. Clark and Laura L. Clark and granted to BB&T Collateral Service Corporation, a West Virginia corporation, as Trustee for the benefit of Branch Banking and Trust Company, a North Carolina banking corporation, and recorded in the office of the Clerk of the County Commission of Jefferson County, West Virginia on May 12, 2009, in Trust Deed Book 1761, at Page 628, which Credit Line Deed of Trust and Security Agreement was assigned by Branch Banking and Trust Company, a North Carolina banking corporation, to LSCG Fund 19, LLC, whose address is 13949 Ventura Blvd., Suite 300, Sherman Oaks, CA 91423, Attn. Luke Dixon, by Assignment of Security Instruments effective as of September 24, 2013, filed of record in the aforesaid Clerk's office on October 15, 2013, in Assignment Book 186, at Page 237, default in the performance of the obligations thereby secured 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 Trustees dated May 19, 2016, and recorded in the aforesaid Clerk's office in Deed Book 1174, at page 482, the undersigned Successor Trustees will sell at public auction to the highest bidder on

Thursday, July 14, 2016, at 11:00 a.m.

at the main entrance of the Courthouse of Jefferson County, West Virginia, located at 100 East Washington Street in Charles Town, West Virginia, the following described real estate:

All that certain lot or parcel of real estate, with the improvements thereon and the appurtenances thereunto belonging, situate in Harpers Ferry Corporation District, Jefferson County, West Virginia, being more particularly bounded and described as follows:

Parcel One: All that certain parcel of real estate, in the Town of Harpers Ferry, Jefferson County, West Virginia, and designated as a part of Lot 37, containing 0.80 acres, more or less, and is more particularly bounded and described according to a plat and survey of the same made by Peter H. Lorenzen, P.S. entitled "PLAT OF SURVEY", DATED August 16, 2000, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 940, at page 725.

AND BEING the same parcel of real estate conveyed to the Grantors herein by Deed dated August 10, 2007, from Mary Elizabeth Callar, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 1040, at page 190.

Parcel Two: All that certain lot or parcel of real estate, with improvements thereon and all rights, ways and appurtenances thereunto belonging, situate on the south side of High Street in the Town of Harpers Ferry, Jefferson County, West Virginia, and designated as all of the southern half of Lot 37 and an adjoining portion of the northern half of Lot 37 and the northern half of Lot 36 on the Plat of Wager Division of Lands attached to [and] made a part of a certain Order of the Circuit Superior Court of Law and Chancery for Jefferson County, Virginia, dated April 2, 1835, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 29, at Page 140. Containing 8,085 square feet or 0.1856 acres, computed horizontal measure, as the same is designated on that certain plat dated August 21, 1969, made by John Kusner, S.J.C., attached to, made part of and recorded with that certain deed dated September 17, 1969, to John M. Kenney from Dixie D. Kilham in the of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 308, at Page 537.

AND BEING the same parcel of real estate conveyed to the Grantors herein by Deed dated October 31, 2006, from Ronald G. Clark and Laura L. Clark and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 1029, at page 524.

The sale shall be made 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 U.S.C. § 3604(c). The sale shall further be made subject to accrued and unpaid *ad valorem* real property taxes upon the property. The Successor Trustees make no representations or warranties as to the validity or priority of such liens, taxes, encumbrances and other matters, if any.


TERMS OF SALE:

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2. Upon conclusion of the sale, a Memorandum of Sale will be executed reflecting the sale of the property and the purchase price. Time is of the essence. If the purchaser fails to deliver the purchase price within the prescribed time, at the Successor Trustees' sole discretion, the Successor Trustees will either (a) file suit to enforce specific performance, (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.
3. 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.
4. The property may be sold either as a whole or in parcels in the Successor Trustees' sole discretion.
5. The Successor Trustees reserve the right to accept or reject any bids.
6. 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.
7. The purchaser shall be responsible for the payment of the transfer taxes imposed by West Virginia Code § 11-22-2.
8. The subject real property will be sold in "AS IS" condition. The Successor Trustees make no representations or warranties of any kind or character including, but not limited to, the condition of the real estate or the title to the real estate to be conveyed.

9. The Successor Trustees will deliver a trustees' 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 purchase price in good and available funds. If the Successor Trustees fail, refuse or for any reason are unable to convey title to the property or suit is filed challenging the sale, the Successor Trustees reserve the right to set aside the sale and void the Memorandum of Sale. In such event, the purchaser's sole remedy at law and in equity is limited to the return of the amount actually paid by purchaser and the sale shall be null and void and of no further effect.
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Given under my hand this 14th day of June 2016.


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