

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

Notice is hereby given by the undersigned Substitute Trustee, in accordance with the provisions of that certain Deed of Trust made by Jan C. Hafer, of record in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed of Trust Book 1822, at page 249, and amended by that Amendment to Deed of Trust dated November 1, 2013, and recorded on December 16, 2013, in Deed of Trust Book 1987, at page 179 (the "Deed of Trust") securing a Promissory Note dated October 27, 2010, in the original principal amount of Ninety Nine Thousand Dollars (\$99,000.00), payable to the order of United Bank, Inc., and all extensions, and renewals thereof (the "Note"). United Bank, Inc., appointed Stephen M. Mathias to serve as Substitute Trustee, by a Substitution of Trustee dated January 6, 2017, of record in the said Clerk's Office in Deed of Trust Book 1184, at page 429. Jan C. Hafer has defaulted under the terms of the Deed of Trust and the Note, and as requested by United Bank, Inc., the holder and owner of the Note secured by the Deed of Trust, the undersigned Substitute Trustee will sell at public auction on March 21, 2017, at 11:00 a.m. at the front door of the Jefferson County Courthouse, 100 E. Washington Street, in Charles Town, West Virginia, the following described real property situate in Shepherdstown District, Jefferson County, West Virginia, and more particularly described as follows:

All of the following described real estate, together with improvements thereon and all rights of ways, easements and appurtenances thereunto belonging, situate in the Shepherdstown District, Jefferson County, West Virginia, more particularly described as follows:

BEING all of Lot 7, containing 5.1914 acres, as shown on a plat of survey entitled "Final Plat of The Crofts at Shepherdstown" made by Greenway Engineering, dated October 17, 2005 and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 22, at Page 81.

TERMS OF SALE

Said property will be sold at public auction to the highest bidder for cash on date of sale. The sale shall be further subject to the following:

1. Real estate taxes delinquent, due or payable, or to become due and payable;

2. Any statutory lien or liens that may affect the property; and
3. All covenants, conditions, restrictions, reservations, easements and rights-of-way of record in the chain of title to the property, or which may be visible from a physical inspection.
4. Federal Tax Lien: In the event that there are Federal Tax Liens against the property, the United States would have the right to redeem the property within a period of 120 days from the date of such sale or the period allowable for redemption under local law, whichever is longer.

Said property will be sold "AS IS, WHERE IS," in the present condition and with all faults and defects, if any, and without any warranty or representation, express or implied.

The successful bidder shall pay all recording fees including the West Virginia Excise Tax on the Privilege of Transferring Real Property and any delinquent or unpaid real estate taxes.

The undersigned Trustee expressly reserves the right to reject any and all bids and may adjourn the sale from time to time without notice other than oral proclamation at the time and place appointed for the sale. Such adjournment may be for a period of time deemed expedient by the beneficial owner and shall not be construed to be a waiver to make said foreclosure.

Any inquiries regarding this sale may be directed to Stephen M. Mathias, Substitute Trustee, 101 S. Queen Street, Martinsburg, West Virginia, 25401, Telephone: (304) 263-0836.

DATED this 24 day of February, 2017.



Stephen M. Mathias, Substitute Trustee