

**NOTICE OF SUCCESSOR TRUSTEES' SALE**

**NOTICE IS HEREBY GIVEN THAT:**

By virtue of that certain Credit Line Deed of Trust and Security Agreement dated August 20, 2007, made and executed by PTSMA LLC 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 Jefferson County, West Virginia, in Trust Deed Book 1669, at page 628, 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 the 6<sup>th</sup> day of October, 2016, and recorded in the aforesaid Clerk's office in Trust Deed Book 1181 at page 633, the undersigned Successor Trustees will sell at public auction to the highest bidder on

**May 3, 2017, at 11:00 a.m.**

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

**All those certain two (2) lots or parcels of real estate, with their improvements and appurtenances, situate in Ranson, Jefferson County, West Virginia, and known and designated as Lots Nos. thirty-three (33) and thirty-four (34), in Block No. 101, as shown on a plat of the Charles Town Mining, Manufacturing and Improvement Company, which plat is of record in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book X, at Page 1.**

**AND BEING** the same real estate conveyed to PTSMA, LLC, by deed dated July 19, 2007, from Sheila R. Evers and Daniel A. Evers, recorded in the aforesaid Clerk's Office immediately prior to this deed of trust.

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 May 3, 2017, 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 Credit Line Deed of Trust and Security Agreement.
3. The beneficiary of the aforesaid Credit Line Deed of Trust and Security Agreement 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 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 4<sup>th</sup> day of April, 2017.



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