

NOTICE OF TRUSTEE'S SALE

Notice is hereby given that default has occurred in the payment of that certain indebtedness secured by a Credit Line Deed of Trust and Security Agreement dated May 8, 2009, made by Ronald G. Clark and Laura L. Clark ("Grantors"), to BB&T Collateral Service Corporation, in its capacity as Trustee (the "Original Trustee"), predecessor in interest to Kyle Turnbull (the "Substitute Trustee"), in favor of BRANCH BANKING AND TRUST COMPANY (the "Beneficiary") to secure indebtedness in the original principal amount of \$185,000.00, plus interest, fees and other applicable charges, of record in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Trust Deed Book 1761, at page 628 (the "Deed of Trust"). The Substitute Trustee was appointed in the Original Trustee's place and stead by instrument recorded in the aforesaid Clerk's office in Substitute Trustee Book 1195, at page 133. By Assignment of Security Instruments recorded in Assignment Book 186, at page 237, the Beneficiary assigned unto LSCG FUND 19, LLC, all of its right, title and interest in and to the Deed of Trust. The Deed of Trust authorizes the Substitute Trustee to act in the enforcement of said Deed of Trust, and the undersigned Substitute Trustee having received a request from LSCG FUND 19, LLC of said Deed of Trust, will sell at a public auction to the highest bidder(s), the following hereinafter described real estate, together with any buildings, structures and other improvements located thereon (the "Real Estate") on:

**THURSDAY, OCTOBER 26, 2017, AT 3:00 P.M.
AT THE FRONT DOOR OF THE JEFFERSON COUNTY COURTHOUSE
CHARLES TOWN, WEST VIRGINIA**

REAL ESTATE DESCRIPTION:

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 0.08 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 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 Office 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.

TERMS OF SALE:

Sale of the Real Estate will be made by the Substitute Trustee by public auction to the highest bidder. The Real Estate shall be sold by the Substitute Trustee in the manner he determines, in his sole discretion, whether it be in one or several lots or parcels. The Substitute Trustee reserves the right to reject any bid that in his opinion is inadequate. The highest bidder(s) will be required to tender a deposit of ten percent (10%) of the highest bid amount in cash or immediately available funds by the end of the day of sale, and the remainder of the purchase price will be due within 30 days of the sale. The Substitute Trustee reserves the right to accept or reject such other terms as to payment or delivery of payment as may be agreed to by the Substitute Trustee and the bidder(s). If the successful bidder(s) fails to deliver the deposit and/or total purchase price within the prescribed time, the Substitute Trustee may proceed to resell the Real Estate, or the applicable portion thereof, pursuant to the Deed of Trust or, at the discretion of the Substitute Trustee, convey the Real Estate to the next highest bidder if such bidder will honor said bid.

The Substitute Trustee also reserves the right to continue the sale of all or any one or more of the lots or parcels of Real Estate from time to time by oral proclamation or by posting a notice of the

same where legal notices are posted in Jefferson County, West Virginia, which continuation shall be in the sole discretion of the Substitute Trustee. Should the Substitute Trustee not appear at the time appointed for the sale and there is no notice posted of a continuance, please contact the office of the Substitute Trustee to make further inquiry. Please direct any inquiries or objections to the sale to the Substitute Trustee in writing at the following address: **Substitute Trustee**, Kyle Turnbull, Esq., at Dinsmore & Shohl LLP, 215 Don Knotts Boulevard, Suite 310, Morgantown, West Virginia 26501, (304) 225-1465. Any sale may be conducted or adjourned by the designated agent or attorney of the Substitute Trustee. The Substitute Trustee reserves the right to have an auctioneer call the sale of one or more of the parcels or lots to be sold. The beneficiary under the Deed of Trust or its designee may purchase the Real Estate at the sale, in whatever manner sold, and in such case, the beneficiary shall have the right to credit against the amount of the successful bid(s) made therefore all or any of the secured debt then due.

Conveyance will be made by Trustee's Deed subject to any and all effective and enforceable exceptions, reservations, conditions, covenants, restrictions, limitations, assessments, easements, rights of way, mineral severances and other encumbrances as have been created with respect to and/or imposed upon said Real Estate by the Grantors or its predecessors in interest in title prior to the recording of the Deed of Trust in the aforesaid Clerk's office or which may otherwise survive the foreclosure sale under applicable law. Every lot or parcel of the Real Estate, and any improvements located thereon, are sold in "AS IS" condition. The Substitute Trustee does not make any representations or warranties as to the physical condition of the Real Estate or any property being sold therewith. Prospective purchasers are responsible for inspecting the title to the Real Estate prior to the Trustee's Sale. Any and all legal procedural requirements to obtain physical possession of the Real Estate after the sale are the responsibility of the purchaser(s). Risk of loss or damage will be the purchaser's from and after the foreclosure sale. All outstanding taxes, assessments and utility charges will be the responsibility of the purchaser(s). All settlement fees, costs of conveyance, examination of title and recording charges shall be at the expense of the purchaser(s). The Substitute Trustee makes no representations regarding the state of title to the Real Estate. Purchaser(s) shall bear the responsibility and risk of any inspection of the lots or parcels comprising the Real Estate, and shall take title to the Real Estate subject to any existing leases, land contracts, or other agreements (recorded and unrecorded) affecting the Real Estate. If the Substitute Trustee cannot convey title to one or more lots or parcels, purchaser's sole remedy is the return of the purchase

money paid by the purchaser(s) for the purchase of any such lots or parcels. The purchaser(s) shall be responsible for the payment of the transfer taxes imposed by Article 2 of Chapter 11 of the West Virginia Code. Sale is made subject to the right of the Internal Revenue Service to redeem the Real Estate as provided by Section 7425 of the Internal Revenue Code of 1986, as amended. Additional terms and conditions shall be announced at sale.

Given under my hand this 20th day of September, 2017.



Kyle Turnbull, Substitute Trustee
Dinsmore & Shohl LLP
Dinsmore & Shohl Building
215 Don Knotts Boulevard, Suite 310
Morgantown, West Virginia 26501
Telephone: (304) 296-1100
Facsimile: (304) 225-1465

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CHARLES TOWN, WEST VIRGINIA**

REAL ESTATE DESCRIPTION:

That certain lot or parcel of land, with the improvements thereon and the appurtenances thereunto belonging, situate in the Harpers Ferry Corporation Tax District, Jefferson County, West Virginia, and more particularly bounded and described as follows:

Parcel Three: 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 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, page 84.

TERMS OF SALE:

Sale of the Real Estate will be made by the Substitute Trustee by public auction to the highest bidder. The Real Estate shall be sold by the Substitute Trustee in the manner he determines, in his sole discretion, whether it be in one or several lots or parcels. The Substitute Trustee reserves the right to reject any bid that in his opinion is inadequate. The highest bidder(s) will be required to tender a deposit of ten percent (10%) of the highest bid amount in cash or immediately available funds by the end of the day of sale, and the remainder of the purchase price will be due within 30 days of the sale. The Substitute Trustee reserves the right to accept or reject such other terms as to payment or delivery of payment as may be agreed to by the Substitute Trustee and the bidder(s). If the successful bidder(s) fails to deliver the deposit and/or total purchase price within the prescribed time, the Substitute Trustee may proceed to resell the Real Estate, or the applicable portion thereof, pursuant to the Deed of Trust or, at the discretion of the Substitute Trustee, convey the Real Estate to the next highest bidder if such bidder will honor said bid.

The Substitute Trustee also reserves the right to continue the sale of all or any one or more of the lots or parcels of Real Estate from time to time by oral proclamation or by posting a notice of the same where legal notices are posted in Jefferson County, West Virginia, which continuation shall be in the sole discretion of the Substitute Trustee. Should the Substitute Trustee not appear at the time appointed for the sale and there is no notice posted of a continuance, please contact the office of the Substitute Trustee to make further inquiry. Please direct any inquiries or objections to the sale to the Substitute Trustee in writing at the following address: **Substitute Trustee**, Kyle Turnbull, Esq., at Dinsmore & Shohl LLP, 215 Don Knotts Boulevard, Suite 310, Morgantown, West Virginia 26501, (304) 225-1465. Any sale may be conducted or adjourned by the designated agent or attorney of the Substitute Trustee. The Substitute Trustee reserves the right to have an auctioneer call the sale of one or more of the parcels or lots to be sold. The beneficiary under the Deed of Trust or its designee may purchase the Real Estate at the sale, in whatever manner sold, and in such case, the beneficiary shall have the right to credit against the amount of the successful bid(s) made therefore all or any of the secured debt then due.

Conveyance will be made by Trustee's Deed subject to any and all effective and enforceable exceptions, reservations, conditions, covenants, restrictions, limitations, assessments, easements, rights of way, mineral severances and other encumbrances as have been created with respect to and/or imposed upon said Real Estate by the Grantors or its predecessors in interest in title prior to the recording of the Deed of Trust in the aforesaid Clerk's office or which may otherwise survive the foreclosure sale under applicable law. Every lot or parcel of the Real Estate, and any improvements located thereon, are sold in "AS IS" condition. The Substitute Trustee does not make any representations or warranties as to the physical condition of the Real Estate or any property being sold therewith. Prospective purchasers are responsible for inspecting the title to the Real Estate prior to the Trustee's Sale. Any and all legal procedural requirements to obtain physical possession of the Real Estate after the sale are the responsibility of the purchaser(s). Risk of loss or damage will be the purchaser's from and after the foreclosure sale. All outstanding taxes, assessments and utility charges will be the responsibility of the purchaser(s). All settlement fees, costs of conveyance, examination of title and recording charges shall be at the expense of the purchaser(s). The Substitute Trustee makes no representations regarding the state of title to the Real Estate. Purchaser(s) shall bear the responsibility and risk of any inspection of the lots or parcels comprising the Real Estate, and shall take title to the Real Estate subject to any existing leases, land contracts, or other agreements (recorded and unrecorded) affecting the Real Estate. If the Substitute Trustee cannot convey title to one or more lots or parcels, purchaser's sole remedy is the return of the purchase money paid by the purchaser(s) for the purchase of any such lots or parcels. The purchaser(s) shall be responsible for the payment of the transfer taxes imposed by Article 2 of Chapter 11 of the West Virginia Code. Sale is made subject to the right of the Internal Revenue Service to redeem the Real Estate as provided by Section 7425 of the Internal Revenue Code of 1986, as amended. Additional terms and conditions shall be announced at sale.

Given under my hand this 20th day of September, 2017.



Kyle Turnbull, **Substitute Trustee**
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