

NOTICE OF TRUSTEE'S SALE

Notice is hereby given by the undersigned Trustee, in accordance with the provisions of that certain Deed of Trust made by Palmgem, LLC, a Maryland limited liability company, dated December 13, 2013, of record in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed of Trust Book 1987, at page 144 (the "Deed of Trust") securing a Promissory Note dated December 13, 2013, in the original principal amount of Two Million Nine Hundred Sixty-Four Thousand and No/100 Dollars (\$2,964,000.00), payable to the order of EagleBank, a Maryland banking institution, and all extensions, and renewals thereof (the "Note"). Palmgem, LLC has defaulted under the terms of the Deed of Trust and the Note, and as requested by EagleBank, the holder and owner of the Note secured by the Deed of Trust, the undersigned Trustee will sell at public auction on October 18, 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 Ranson District, Jefferson County, West Virginia, and more particularly described as follows:

All that certain parcel of real estate located in the City of Ranson, Jefferson County, West Virginia, more particularly bounded and described according to a Survey Plat and shown as Outsale Parcel, containing 120 acres, on that certain plat dated July 21, 2005, titled "Stanley Dunn Minor Subdivision", made by Peter H. Lorenzen, P.S., recorded at the Office of the Clerk of the County Commission, Jefferson County, West Virginia, in Plat Book 22, page 21.

AND BEING that same real estate conveyed to Palmgem, LLC, a Maryland limited liability company, from Stanley W. Dunn, Jr. and Katherine B. Dunn, by Deed of Correction dated December 8, 2005, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia in Deed Book 1017, page 387.

TERMS OF SALE

Said property will be sold for cash, by auction to the highest bidder. A deposit of ten percent (10%) of the purchase price shall be due in cash, or by certified check, at the time and place of sale. In the event the note holder, or an affiliate thereof, is the successful bidder at the sale, such party will not be required to make a deposit. The balance of the purchase price shall be paid in cash or certified funds, or wire transfer within Thirty (30) days following the date of public auction. Taxes and all other governmental charges and liens owed against the property shall be the responsibility of

the Purchaser and shall be paid by the Purchaser at settlement. The Purchaser shall pay all documentary stamps, state and local transfer taxes, recordation taxes and fees, title examination costs, attorneys' fees, conveyance fees and all other incidental settlement costs. The Purchaser shall settle and comply with the sale terms within thirty (30) days following the date of the public auction, unless said period is extended by the Trustee for good cause shown in his sole discretion. Time is of the essence. If the Trustee extends the date of settlement at the request of the Purchaser, the Purchaser shall pay interest on the unpaid balance of the purchase price at the rate of ten percent (10%) per annum from the thirty-first (31st) day after the date of sale to and including the date of settlement. In the event the note holder, or an affiliate thereof is the successful bidder at the sale, such party will not be required to pay interest on the unpaid balance of the purchase price. Settlement shall be held at the offices of Bowles Rice LLP, 101 South Queen Street, Martinsburg, West Virginia 25401.

In the event the Purchaser fails to go to settlement as required, in addition to any other legal or equitable remedies, available to him, the Trustee may, declare the aforementioned deposit forfeited and re-sell the property at the Purchaser's risk and expense. In such event, the defaulting Purchaser shall be liable for the payment of any deficiency in the purchase price, all costs and expenses of both sales, reasonable attorneys' fees, and all other charges due in 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 waives any and all claims, rights and interests to any such excess amount and shall not be entitled to any distribution whatsoever from the resale proceeds. The parties' respective rights and obligations regarding the terms of sale and the conduct of the sale shall be governed and interpreted according to the laws of the State of West Virginia.

If the Trustee is unable to convey the property as described above, the Purchaser's sole remedy at law or in equity shall be limited to the refund of the aforementioned deposit, without interest thereon. Upon refund of the deposit to the Purchaser, the sale shall be void and of no effect, and the Purchaser shall have no further claim against the Trustee or the note holder.

The property will be sold in an "AS IS" condition and without any warranties or representations, either express or implied. In addition, the property will be sold subject to all critical area and wetland violations, any environmental problems and violations which may exist on or with respect to the property, to all matters and restrictions of record affecting the same, if any, all easements, all conditions, liens, restrictions, rights of redemption, covenants, encumbrances, and

matters that an accurate survey or physical inspection of the property might disclose. The Purchaser, at the foreclosure, shall assume the risk of loss for the above-referenced property immediately after the sale takes place. It shall be the Purchaser's responsibility to obtain possession of the property following execution and delivery of the deed from the trustee conveying the property to the Purchaser.

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.

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 or by posting of a notice of same. 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, Trustee, 101 S. Queen Street, Martinsburg, West Virginia, 25401, Telephone: (304) 263-0836.

DATED this 15 day of September, 2017.



Stephen M. Mathias, Trustee