

## **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 Fairfax Crossing, LLC, a West Virginia Limited Liability Company, dated December 2, 2011, of record in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed of Trust Book 1870, at page 23 and re-recorded in Deed of Trust Book 1899, at page 246 (the "Deed of Trust") securing a Promissory Note from Turf, LLC and Marcus Enterprises, LLC dated December 2, 2011 in the original principal amount of One Million Nine Hundred Eighty-Four Thousand Four Hundred Twenty-One Dollars and Sixty-Seven Cents (\$1,984,421.67), and a Promissory Note from Commercial Associates, LLC dated April 2, 2007 in the original amount of One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00), payable to the order of Jefferson Security Bank, and all renewals thereof (the "Notes"). Jefferson Security Bank appointed Stephen M. Mathias to serve as Substitute Trustee, by a Substitution of Trustee dated January 14, 2016, of record in the said Clerk's Office in Deed of Trust Book 1167, at page 687. Fairfax Crossing, LLC, Turf, LLC, Marcus Enterprises, LLC and Commercial Associates, LLC have defaulted under the terms of the Deed of Trust and the respective Notes, and as requested by Jefferson Security Bank, the holder and owner of the Notes secured by the Deed of Trust, the undersigned Substitute Trustee will sell at public auction on December 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 the City of Ranson, Jefferson County, West Virginia, and more particularly described as follows:

All that certain parcel of real estate consisting of 1.962 acres, shown as Lot 23 on a plat entitled "Lots 22, 23, 31 and 7 (Residue), Fairfax Crossing II, LLC", dated November 15, 2006, made by Dewberry & Davis, LLC, recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 23 at page 76.

AND BEING part of the same parcel of real estate that was conveyed unto Fairfax Crossing II LLC, by virtue of a deed from Ronald E. Shaeffer, Joseph R. Shaeffer and Kristin A. Shaeffer dated November 29, 2005, and recorded in the aforesaid Clerk's Office in Deed Book 1017 at page 91. Fairfax Crossing II LLC, was merged with Fairfax Crossing LLC. Fairfax Crossing LLC was the surviving entity and by virtue of a confirmatory deed dated November 17, 2011, and recorded in the aforesaid Clerk's Office in Deed Book 1101 at page 247, the subject parcel was conveyed from Fairfax Crossing II LLC unto Fairfax Crossing LLC.

### **TERMS OF SALE**

Said property will be sold for cash in hand, or such other terms as determined by the Substitute Trustee, by auction to the highest bidder. 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.

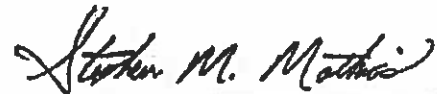
The property will be sold in an "AS IS" condition and without any warranties or representations, either express or implied. In addition, the property will be sold subject to all matters not eliminated by law as a result of the foreclosure including but not limited to, critical area and wetland violations, any environmental problems and violations which may exist on or with respect to the property, all matters and restrictions of record affecting the same, if any, all easements, all conditions, 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 substitute 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 Substitute 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, Substitute Trustee, 101 S. Queen Street, Martinsburg, West Virginia, 25401, Telephone: (304) 263-0836.

DATED this 30th day of November, 2017.



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Stephen M. Mathias, Substitute Trustee