

## NOTICE OF TRUSTEE'S SALE

Notice of Trustee's Sale is hereby given by the undersigned Substitute Trustee, in accordance with the provisions of that certain Deed of Trust made by **FLOWING SPRINGS COMMERCIAL CENTER, LLC** ("Grantor"), to James B. Hayhurst, as Trustee, dated January 14, 2008 and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia (the "Clerk's Office") in Trust Deed Book 1697, at Page 19 (the "Deed of Trust"). **UNITED BANK, INC.**, the owner and holder of the Note and obligations secured by the Deed of Trust ("Lender"), appointed Michael A. Bush, Esq. and Stephen M. Mathias, Esq., either or both of whom may act, of the law firm of Bowles Rice LLP (together, the "Substitute Trustee") to serve as substitute trustees pursuant to that certain Notice of Substitute or Successor Trustee, dated September 21, 2015 and recorded in the aforesaid Clerk's Office in Deed Book 1162, at Page 291.

Grantor defaulted under the terms of the Deed of Trust and the Note and, as requested by Lender, the holder and owner of the Note secured by the Deed of Trust, the undersigned Substitute Trustee will sell at public auction at **10:00 a.m. on October 21, 2015**, at the front door of the Jefferson County Courthouse in Charles Town, West Virginia, certain real property located in Jefferson County, West Virginia, being more particularly described as follows:

Real Property or its address is commonly known as 1446 Flowing Springs Road, Ranson, West Virginia:

All of the following described parcel of real estate together with all rights, privileges, improvements, rights-of-way and appurtenances thereunto belonging or in anyway appertaining, and which property are those certain parcels of real estate situate in Charles Town District of Jefferson County, West Virginia, and more particularly described as follows:

Beginning at a point in the center line of Flowing Springs Road, a corner with the land of Shockey; thence with the line of the land of said Shockey N 81 deg. 13' E

for a distance of 104.5 feet to a point, a corner with the west line of the land of Hyatt' thence with the said west line of the land of Hyatt S 8 deg. 47' E 191 feet to a point in the northern boundary line of Shenandoah Drive' thence with the said northern boundary line of said Shenandoah Drive, S 81 deg. 13' W 104.5 feet to a point in the center of said Flowing Springs Road' thence with the center line of Flowing Springs Road N. 8 deg, 47' W 191 feet to a point of beginning, together with a non exclusive right of way over, along and upon the streets and roads as shown on said plat for egress from said lot or parcel of land herein conveyed to Flowing Springs Road. LESS AND EXCEPTING that Non controlled Assess Right of Way to the West Virginia Department of Transportation, Division of Highways in a deed dated September 18, 2001 and recorded in the aforesaid Clerk's Office in Deed Book 953, at Page 78.

### **TERMS OF SALE**

Said property will be sold for cash in hand on date of sale, or under any different, other, or additional sale terms as may be determined to be appropriate or advisable in the reasonable discretion of the Substitute Trustee, by auction to the highest bidder. 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, rights-of-way and other matters of record in the chain of title to the property, or which may be visible from a physical inspection.
4. The above 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.
5. The rights of parties in possession of such property, if any.
6. The undersigned Substitute Trustee shall have the right to postpone, continue, and/or adjourn the sale of such property without notice other than by oral proclamation

at the time and place designated for such sale and/or the posting of notice at the courthouse prior thereto. Such postponement, continuation or adjournment may be for a period of time deemed expedient by the beneficial owner and shall not be construed to be a waiver of the beneficial owner's right to conduct said sale.

7. The undersigned Substitute Trustee expressly reserves the right to reject any and all bids.

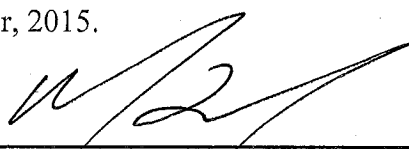
8. The successful purchaser(s), shall be required to execute and deliver a memorandum of sale and purchase with the undersigned Substitute Trustee immediately following the conclusion of the sale of such property, a proforma version of which shall be available for review and inspection prior to the sale of such property.

9. The successful purchaser(s), if any, shall be required to pay all excise taxes and recording fees connected and associated with the sale and transfer of such property by the undersigned Substitute Trustee.

10. 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.

Any inquiries regarding this sale may be directed to Michael A. Bush, Esq. or Stephen M. Mathias, Substitute Trustee, Bowles Rice LLP, 101 South Queen Street, Martinsburg, West Virginia 25401, Telephone: (304) 264-4216.

DATED this 24th day of September, 2015.

  
\_\_\_\_\_  
Michael A. Bush, Esq., Substitute Trustee