

NOTICE OF TRUSTEE'S SALE

NOTICE OF TRUSTEE'S SALE IS HEREBY GIVEN by the undersigned successor Trustee, Michael J. Funk, by virtue of and pursuant to that certain Deed of Trust (A Credit Line Deed of Trust) dated March 1, 2006, and of record in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed of Trust Book No. 1527, at Page 319, made by MARCUS ENTERPRISES LLC, a West Virginia limited liability company, as grantor ("Grantor"), to David Pill and Richard Pill, collectively as Trustee, to secure CITY NATIONAL BANK OF WEST VIRGINIA, as Lender/Beneficiary ("Lender"), in the payment of the maximum principal sum of Two Hundred Eight Thousand Seven Hundred Twenty and 00/100 Dollars (\$208,720.00) evidenced by a promissory note bearing even date therewith (said deed of trust is referred to herein as the "Deed of Trust"). The Deed of Trust authorizes and empowers Lender, by an instrument duly recorded, to appoint a successor trustee to any Trustee appointed under the Deed of Trust and, under said authority and power, Lender appointed and substituted the undersigned, Michael J. Funk, as successor Trustee in the place and stead of David Pill and Richard Pill by the terms of a Substitution of Trustee of record in said Clerk's office in Deed Book No. 1163, at Page 634.

Grantor has defaulted in the payment of the indebtedness evidenced by the aforesaid promissory note and otherwise under the terms of the Deed of Trust, and Lender, the owner and holder of said note and the beneficiary under the Deed of Trust, has requested that the successor Trustee sell at public auction the property granted and conveyed under the Deed of Trust.

Accordingly, on **WEDNESDAY, the 9th day of DECEMBER, 2015, at 10:00 a.m. EST**, the successor Trustee will offer for sale and sell at public auction to the highest bidder

therefor at the front door of the Jefferson County Old Court House, 100 East Washington Street, Charles Town, West Virginia, all that certain lot or parcel of real estate, together with all improvements and fixtures thereon and appurtenances thereto, situate, lying, and being in the City of Ranson, Jefferson County, West Virginia, and more particularly described as follows (the "Subject Property");

BEING all of **Lot 261** of Briar Run Estates – Phase V, as the same is designated and described on a plat entitled "Final Plat Briar Run Phase V Lots 198-276" made by Resource International, Ltd., dated October 23, 2003, said plat being recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 21, at Page 56, together with a non-exclusive right-of-way over the streets and roadways of Phases I, II, III, and IV for access to and from the real estate hereinabove described.

TERMS OF SALE

1. The Subject Property will be sold and conveyed subject to: (i) all exceptions, reservations, rights of way, easements, conditions, covenants, restrictions, leases, servitudes, and other matters of record, if any, pertaining to the Subject Property; (ii) any and all deeds of trust, mortgages, judgments, liens (whether statutory, common law, consensual, or otherwise), and other encumbrances of record, if any, having priority over the Deed of Trust; (iii) any discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other state of facts an accurate survey may disclose; (iv) any state of facts which reasonably could be ascertained by a visual examination or inspection of the Subject Property or by making inquiry of persons in possession thereof; (v) the rights, if any, of tenants and parties in possession of the Subject Property; (vi) any and all real estate taxes, fees, or other assessments against the Subject Property, whether delinquent, due, or payable or to become due or payable; (vii) any right of the United States of America to redeem the Subject Property in connection with Federal Tax Liens against the Property; and (viii) any further matters announced at said sale. **Notwithstanding the foregoing, on or prior to the day of closing of the sale of the Subject Property, City**

National Bank of West Virginia shall pay or cause to be paid: (A) to the West Virginia State Auditor, the cost to redeem tax liens upon the Subject Property sold for delinquent 2013 real estate taxes, which cost includes real estate taxes upon the Subject Property for 2014; (B) to the purchaser or the Sheriff of Jefferson County, West Virginia, as the case may be, the pro-rated portion of the real estate taxes upon the Subject Property for 2015.

2. The Subject Property, including all improvements, buildings, fixtures, and appurtenances, will be sold and conveyed in its "AS-IS" condition with all faults and defects, if any, and without warranty of any kind, whether express or implied.

3. The successful bidder shall be required to pay twenty percent (20%) of the sale price, by cash, cashier's check, or other cash equivalent acceptable to the successor Trustee, in his discretion, in hand to the successor Trustee on the day of sale, with the balance paid by cash or cashier's check at closing held within thirty (30) days of the day of sale, time being of the essence. The successful bidder shall further be required to execute a sales contract immediately following the conclusion of the sale (a pro forma version of which will be available from the successor Trustee for review prior to the sale).

4. The purchaser shall pay all closing costs in connection with sale of the Subject Property, including, without limitation, those for transfer taxes under Section 11-22-1, *et seq.* of the West Virginia Code; deed and document preparation; delinquent or current fire fees or ambulance fees; recording fees; and purchaser's attorney's fees and costs.

5. Any sale hereunder may be postponed or adjourned from time to time without notice other than oral proclamation at the time and place of sale, or at the time and place of any adjourned sale. Postponement or adjournment shall not be deemed the successor Trustee's or Lender's waiver of the right to reconvene and conduct the sale of the Subject Property.

6. The successor Trustee reserves the right to reject any or all bids.

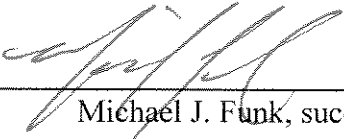
7. The successor Trustee reserves the right to first auction the Subject Property as a separate parcel on a contingent basis, and subsequently re-auction the Subject Property together with other parcels (being one or more of Lots 262, 263, 266, 268, 269, 270, 271, 272, 273, 274, 275, and 276 of Phase V of Briar Run Estates) as a single auction lot on a contingent basis, with sale to be made in the manner that results in the greatest aggregate proceeds of sale for the relevant parcels. Any successful bidder shall be bound by his, her, or its bid notwithstanding such re-auction and contingent basis until such time as the successor Trustee evaluates all bids and informs the bidder that sale will not be made to the bidder.

8. City National Bank of West Virginia, beneficiary under the Deed of Trust, reserves the right to bid for and purchase the Subject Property.

9. Additional terms of sale may be announced prior to the sale.

Any and all inquiries regarding this Notice and the sale contemplated herein may be directed to: Michael J. Funk, successor Trustee, Steptoe & Johnson PLLC, 1250 Edwin Miller Boulevard, Martinsburg, West Virginia 25404; Telephone: 304-262-3522; Facsimile: 304-933-8789.

DATED this 13th day of November, 2015.



Michael J. Funk, successor Trustee

NOTICE OF TRUSTEE'S SALE

NOTICE OF TRUSTEE'S SALE IS HEREBY GIVEN by the undersigned successor Trustee, Michael J. Funk, by virtue of and pursuant to that certain Deed of Trust (A Credit Line Deed of Trust) dated March 1, 2006, and of record in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed of Trust Book No. 1527, at Page 311, made by MARCUS ENTERPRISES LLC, a West Virginia limited liability company, as grantor ("Grantor"), to David Pill and Richard Pill, collectively as Trustee, to secure CITY NATIONAL BANK OF WEST VIRGINIA, as Lender/Beneficiary ("Lender"), in the payment of the maximum principal sum of One Hundred Eighty-Three Thousand One Hundred Twenty and 00/100 Dollars (\$183,120.00) evidenced by a promissory note bearing even date therewith (said deed of trust is referred to herein as the "Deed of Trust"). The Deed of Trust authorizes and empowers Lender, by an instrument duly recorded, to appoint a successor trustee to any Trustee appointed under the Deed of Trust and, under said authority and power, Lender appointed and substituted the undersigned, Michael J. Funk, as successor Trustee in the place and stead of David Pill and Richard Pill by the terms of a Substitution of Trustee of record in said Clerk's office in Deed Book No. 1163, at Page 637.

Grantor has defaulted in the payment of the indebtedness evidenced by the aforesaid promissory note and otherwise under the terms of the Deed of Trust, and Lender, the owner and holder of said note and the beneficiary under the Deed of Trust, has requested that the successor Trustee sell at public auction the property granted and conveyed under the Deed of Trust.

Accordingly, on **WEDNESDAY, the 9th day of DECEMBER, 2015, at 10:00 a.m. EST**, the successor Trustee will offer for sale and sell at public auction to the highest bidder

therefor at the front door of the Jefferson County Old Court House, 100 East Washington Street, Charles Town, West Virginia, all that certain lot or parcel of real estate, together with all improvements and fixtures thereon and appurtenances thereto, situate, lying, and being in the City of Ranson, Jefferson County, West Virginia, and more particularly described as follows (the "Subject Property"):

BEING all of **Lot 262** of Briar Run Estates – Phase V, as the same is designated and described on a plat entitled "Final Plat Briar Run Phase V Lots 198-276" made by Resource International, Ltd., dated October 23, 2003, said plat being recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 21, at Page 56, together with a non-exclusive right-of-way over the streets and roadways of Phases I, II, III, and IV for access to and from the real estate hereinabove described.

TERMS OF SALE

1. The Subject Property will be sold and conveyed subject to: (i) all exceptions, reservations, rights of way, easements, conditions, covenants, restrictions, leases, servitudes, and other matters of record, if any, pertaining to the Subject Property; (ii) any and all deeds of trust, mortgages, judgments, liens (whether statutory, common law, consensual, or otherwise), and other encumbrances of record, if any, having priority over the Deed of Trust; (iii) any discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other state of facts an accurate survey may disclose; (iv) any state of facts which reasonably could be ascertained by a visual examination or inspection of the Subject Property or by making inquiry of persons in possession thereof; (v) the rights, if any, of tenants and parties in possession of the Subject Property; (vi) any and all real estate taxes, fees, or other assessments against the Subject Property, whether delinquent, due, or payable or to become due or payable; (vii) any right of the United States of America to redeem the Subject Property in connection with Federal Tax Liens against the Property; and (viii) any further matters announced at said sale. **Notwithstanding the foregoing, on or prior to the day of closing of the sale of the Subject Property, City**

National Bank of West Virginia shall pay or cause to be paid: (A) to the West Virginia State Auditor, the cost to redeem tax liens upon the Subject Property sold for delinquent 2013 real estate taxes, which cost includes real estate taxes upon the Subject Property for 2014; (B) to the purchaser or the Sheriff of Jefferson County, West Virginia, as the case may be, the pro-rated portion of the real estate taxes upon the Subject Property for 2015.

2. The Subject Property, including all improvements, buildings, fixtures, and appurtenances, will be sold and conveyed in its "AS-IS" condition with all faults and defects, if any, and without warranty of any kind, whether express or implied.

3. The successful bidder shall be required to pay twenty percent (20%) of the sale price, by cash, cashier's check, or other cash equivalent acceptable to the successor Trustee, in his discretion, in hand to the successor Trustee on the day of sale, with the balance paid by cash or cashier's check at closing held within thirty (30) days of the day of sale, time being of the essence. The successful bidder shall further be required to execute a sales contract immediately following the conclusion of the sale (a pro forma version of which will be available from the successor Trustee for review prior to the sale).

4. The purchaser shall pay all closing costs in connection with sale of the Subject Property, including, without limitation, those for transfer taxes under Section 11-22-1, *et seq.* of the West Virginia Code; deed and document preparation; delinquent or current fire fees or ambulance fees; recording fees; and purchaser's attorney's fees and costs.

5. Any sale hereunder may be postponed or adjourned from time to time without notice other than oral proclamation at the time and place of sale, or at the time and place of any adjourned sale. Postponement or adjournment shall not be deemed the successor Trustee's or Lender's waiver of the right to reconvene and conduct the sale of the Subject Property.

6. The successor Trustee reserves the right to reject any or all bids.

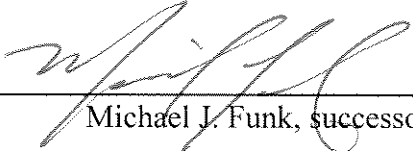
7. The successor Trustee reserves the right to first auction the Subject Property as a separate parcel on a contingent basis, and subsequently re-auction the Subject Property together with other parcels (being one or more of Lots 261, 263, 266, 268, 269, 270, 271, 272, 273, 274, 275, and 276 of Phase V of Briar Run Estates) as a single auction lot on a contingent basis, with sale to be made in the manner that results in the greatest aggregate proceeds of sale for the relevant parcels. Any successful bidder shall be bound by his, her, or its bid notwithstanding such re-auction and contingent basis until such time as the successor Trustee evaluates all bids and informs the bidder that sale will not be made to the bidder.

8. City National Bank of West Virginia, beneficiary under the Deed of Trust, reserves the right to bid for and purchase the Subject Property.

9. Additional terms of sale may be announced prior to the sale.

Any and all inquiries regarding this Notice and the sale contemplated herein may be directed to: Michael J. Funk, successor Trustee, Steptoe & Johnson PLLC, 1250 Edwin Miller Boulevard, Martinsburg, West Virginia 25404; Telephone: 304-262-3522; Facsimile: 304-933-8789.

DATED this 13th day of November, 2015.



Michael J. Funk, successor Trustee

NOTICE OF TRUSTEE'S SALE

NOTICE OF TRUSTEE'S SALE IS HEREBY GIVEN by the undersigned successor Trustee, Michael J. Funk, by virtue of and pursuant to that certain Deed of Trust (A Credit Line Deed of Trust) dated March 1, 2006, and of record in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed of Trust Book No. 1527, at Page 303, made by MARCUS ENTERPRISES LLC, a West Virginia limited liability company, as grantor ("Grantor"), to David Pill and Richard Pill, collectively as Trustee, to secure CITY NATIONAL BANK OF WEST VIRGINIA, as Lender/Beneficiary ("Lender"), in the payment of the maximum principal sum of Two Hundred Thirteen Thousand Five Hundred Twenty and 00/100 Dollars (\$213,520.00) evidenced by a promissory note bearing even date therewith (said deed of trust is referred to herein as the "Deed of Trust"). The Deed of Trust authorizes and empowers Lender, by an instrument duly recorded, to appoint a successor trustee to any Trustee appointed under the Deed of Trust and, under said authority and power, Lender appointed and substituted the undersigned, Michael J. Funk, as successor Trustee in the place and stead of David Pill and Richard Pill by the terms of a Substitution of Trustee of record in said Clerk's office in Deed Book No. 1163, at Page 640.

Grantor has defaulted in the payment of the indebtedness evidenced by the aforesaid promissory note and otherwise under the terms of the Deed of Trust, and Lender, the owner and holder of said note and the beneficiary under the Deed of Trust, has requested that the successor Trustee sell at public auction the property granted and conveyed under the Deed of Trust.

Accordingly, on **WEDNESDAY, the 9th day of DECEMBER, 2015, at 10:00 a.m. EST**, the successor Trustee will offer for sale and sell at public auction to the highest bidder

therefor at the front door of the Jefferson County Old Court House, 100 East Washington Street, Charles Town, West Virginia, all that certain lot or parcel of real estate, together with all improvements and fixtures thereon and appurtenances thereto, situate, lying, and being in the City of Ranson, Jefferson County, West Virginia, and more particularly described as follows (the "Subject Property"):

BEING all of **Lot 263** of Briar Run Estates – Phase V, as the same is designated and described on a plat entitled "Final Plat Briar Run Phase V Lots 198-276" made by Resource International, Ltd., dated October 23, 2003, said plat being recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 21, at Page 56, together with a non-exclusive right-of-way over the streets and roadways of Phases I, II, III, and IV for access to and from the real estate hereinabove described.

TERMS OF SALE

1. The Subject Property will be sold and conveyed subject to: (i) all exceptions, reservations, rights of way, easements, conditions, covenants, restrictions, leases, servitudes, and other matters of record, if any, pertaining to the Subject Property; (ii) any and all deeds of trust, mortgages, judgments, liens (whether statutory, common law, consensual, or otherwise), and other encumbrances of record, if any, having priority over the Deed of Trust; (iii) any discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other state of facts an accurate survey may disclose; (iv) any state of facts which reasonably could be ascertained by a visual examination or inspection of the Subject Property or by making inquiry of persons in possession thereof; (v) the rights, if any, of tenants and parties in possession of the Subject Property; (vi) any and all real estate taxes, fees, or other assessments against the Subject Property, whether delinquent, due, or payable or to become due or payable; (vii) any right of the United States of America to redeem the Subject Property in connection with Federal Tax Liens against the Property; and (viii) any further matters announced at said sale. **Notwithstanding the foregoing, on or prior to the day of closing of the sale of the Subject Property, City**

National Bank of West Virginia shall pay or cause to be paid: (A) to the West Virginia State Auditor, the cost to redeem tax liens upon the Subject Property sold for delinquent 2013 real estate taxes, which cost includes real estate taxes upon the Subject Property for 2014; (B) to the purchaser or the Sheriff of Jefferson County, West Virginia, as the case may be, the pro-rated portion of the real estate taxes upon the Subject Property for 2015.

2. The Subject Property, including all improvements, buildings, fixtures, and appurtenances, will be sold and conveyed in its "AS-IS" condition with all faults and defects, if any, and without warranty of any kind, whether express or implied.

3. The successful bidder shall be required to pay twenty percent (20%) of the sale price, by cash, cashier's check, or other cash equivalent acceptable to the successor Trustee, in his discretion, in hand to the successor Trustee on the day of sale, with the balance paid by cash or cashier's check at closing held within thirty (30) days of the day of sale, time being of the essence. The successful bidder shall further be required to execute a sales contract immediately following the conclusion of the sale (a pro forma version of which will be available from the successor Trustee for review prior to the sale).

4. The purchaser shall pay all closing costs in connection with sale of the Subject Property, including, without limitation, those for transfer taxes under Section 11-22-1, *et seq.* of the West Virginia Code; deed and document preparation; delinquent or current fire fees or ambulance fees; recording fees; and purchaser's attorney's fees and costs.

5. Any sale hereunder may be postponed or adjourned from time to time without notice other than oral proclamation at the time and place of sale, or at the time and place of any adjourned sale. Postponement or adjournment shall not be deemed the successor Trustee's or Lender's waiver of the right to reconvene and conduct the sale of the Subject Property.

6. The successor Trustee reserves the right to reject any or all bids.


7. The successor Trustee reserves the right to first auction the Subject Property as a separate parcel on a contingent basis, and subsequently re-auction the Subject Property together with other parcels (being one or more of Lots 261, 262, 266, 268, 269, 270, 271, 272, 273, 274, 275, and 276 of Phase V of Briar Run Estates) as a single auction lot on a contingent basis, with sale to be made in the manner that results in the greatest aggregate proceeds of sale for the relevant parcels. Any successful bidder shall be bound by his, her, or its bid notwithstanding such re-auction and contingent basis until such time as the successor Trustee evaluates all bids and informs the bidder that sale will not be made to the bidder.

8. City National Bank of West Virginia, beneficiary under the Deed of Trust, reserves the right to bid for and purchase the Subject Property.

9. Additional terms of sale may be announced prior to the sale.

Any and all inquiries regarding this Notice and the sale contemplated herein may be directed to: Michael J. Funk, successor Trustee, Steptoe & Johnson PLLC, 1250 Edwin Miller Boulevard, Martinsburg, West Virginia 25404; Telephone: 304-262-3522; Facsimile: 304-933-8789.

DATED this 13th day of November, 2015.



Michael J. Funk, successor Trustee

NOTICE OF TRUSTEE'S SALE

NOTICE OF TRUSTEE'S SALE IS HEREBY GIVEN by the undersigned successor Trustee, Michael J. Funk, by virtue of and pursuant to that certain Deed of Trust (A Credit Line Deed of Trust) dated March 1, 2006, and of record in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed of Trust Book No. 1527, at Page 287, made by MARCUS ENTERPRISES LLC, a West Virginia limited liability company, as grantor ("Grantor"), to David Pill and Richard Pill, collectively as Trustee, to secure CITY NATIONAL BANK OF WEST VIRGINIA, as Lender/Beneficiary ("Lender"), in the payment of the maximum principal sum of Two Hundred Five Thousand Five Hundred Twenty and 00/100 Dollars (\$205,520.00) evidenced by a promissory note bearing even date therewith (said deed of trust is referred to herein as the "Deed of Trust"). The Deed of Trust authorizes and empowers Lender, by an instrument duly recorded, to appoint a successor trustee to any Trustee appointed under the Deed of Trust and, under said authority and power, Lender appointed and substituted the undersigned, Michael J. Funk, as successor Trustee in the place and stead of David Pill and Richard Pill by the terms of a Substitution of Trustee of record in said Clerk's office in Deed Book No. 1163, at Page 643.

Grantor has defaulted in the payment of the indebtedness evidenced by the aforesaid promissory note and otherwise under the terms of the Deed of Trust, and Lender, the owner and holder of said note and the beneficiary under the Deed of Trust, has requested that the successor Trustee sell at public auction the property granted and conveyed under the Deed of Trust.

Accordingly, on **WEDNESDAY, the 9th day of DECEMBER, 2015, at 10:00 a.m. EST**, the successor Trustee will offer for sale and sell at public auction to the highest bidder

therefor at the front door of the Jefferson County Old Court House, 100 East Washington Street, Charles Town, West Virginia, all that certain lot or parcel of real estate, together with all improvements and fixtures thereon and appurtenances thereto, situate, lying, and being in the City of Ranson, Jefferson County, West Virginia, and more particularly described as follows (the “Subject Property”):

BEING all of **Lot 266** of Briar Run Estates – Phase V, as the same is designated and described on a plat entitled “Final Plat Briar Run Phase V Lots 198-276” made by Resource International, Ltd., dated October 23, 2003, said plat being recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 21, at Page 56, together with a non-exclusive right-of-way over the streets and roadways of Phases I, II, III, and IV for access to and from the real estate hereinabove described.

TERMS OF SALE

1. The Subject Property will be sold and conveyed subject to: (i) all exceptions, reservations, rights of way, easements, conditions, covenants, restrictions, leases, servitudes, and other matters of record, if any, pertaining to the Subject Property; (ii) any and all deeds of trust, mortgages, judgments, liens (whether statutory, common law, consensual, or otherwise), and other encumbrances of record, if any, having priority over the Deed of Trust; (iii) any discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other state of facts an accurate survey may disclose; (iv) any state of facts which reasonably could be ascertained by a visual examination or inspection of the Subject Property or by making inquiry of persons in possession thereof; (v) the rights, if any, of tenants and parties in possession of the Subject Property; (vi) any and all real estate taxes, fees, or other assessments against the Subject Property, whether delinquent, due, or payable or to become due or payable; (vii) any right of the United States of America to redeem the Subject Property in connection with Federal Tax Liens against the Property; and (viii) any further matters announced at said sale. **Notwithstanding the foregoing, on or prior to the day of closing of the sale of the Subject Property, City**

National Bank of West Virginia shall pay or cause to be paid: (A) to the West Virginia State Auditor, the cost to redeem tax liens upon the Subject Property sold for delinquent 2013 real estate taxes, which cost includes real estate taxes upon the Subject Property for 2014; (B) to the purchaser or the Sheriff of Jefferson County, West Virginia, as the case may be, the pro-rated portion of the real estate taxes upon the Subject Property for 2015.

2. The Subject Property, including all improvements, buildings, fixtures, and appurtenances, will be sold and conveyed in its "AS-IS" condition with all faults and defects, if any, and without warranty of any kind, whether express or implied.

3. The successful bidder shall be required to pay twenty percent (20%) of the sale price, by cash, cashier's check, or other cash equivalent acceptable to the successor Trustee, in his discretion, in hand to the successor Trustee on the day of sale, with the balance paid by cash or cashier's check at closing held within thirty (30) days of the day of sale, time being of the essence. The successful bidder shall further be required to execute a sales contract immediately following the conclusion of the sale (a pro forma version of which will be available from the successor Trustee for review prior to the sale).

4. The purchaser shall pay all closing costs in connection with sale of the Subject Property, including, without limitation, those for transfer taxes under Section 11-22-1, *et seq.* of the West Virginia Code; deed and document preparation; delinquent or current fire fees or ambulance fees; recording fees; and purchaser's attorney's fees and costs.

5. Any sale hereunder may be postponed or adjourned from time to time without notice other than oral proclamation at the time and place of sale, or at the time and place of any adjourned sale. Postponement or adjournment shall not be deemed the successor Trustee's or Lender's waiver of the right to reconvene and conduct the sale of the Subject Property.

6. The successor Trustee reserves the right to reject any or all bids.

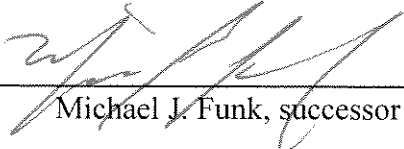
7. The successor Trustee reserves the right to first auction the Subject Property as a separate parcel on a contingent basis, and subsequently re-auction the Subject Property together with other parcels (being one or more of Lots 261, 262, 263, 268, 269, 270, 271, 272, 273, 274, 275, and 276 of Phase V of Briar Run Estates) as a single auction lot on a contingent basis, with sale to be made in the manner that results in the greatest aggregate proceeds of sale for the relevant parcels. Any successful bidder shall be bound by his, her, or its bid notwithstanding such re-auction and contingent basis until such time as the successor Trustee evaluates all bids and informs the bidder that sale will not be made to the bidder.

8. City National Bank of West Virginia, beneficiary under the Deed of Trust, reserves the right to bid for and purchase the Subject Property.

9. Additional terms of sale may be announced prior to the sale.

Any and all inquiries regarding this Notice and the sale contemplated herein may be directed to: Michael J. Funk, successor Trustee, Steptoe & Johnson PLLC, 1250 Edwin Miller Boulevard, Martinsburg, West Virginia 25404; Telephone: 304-262-3522; Facsimile: 304-933-8789.

DATED this 13th day of November, 2015.



Michael J. Funk, successor Trustee

NOTICE OF TRUSTEE'S SALE

NOTICE OF TRUSTEE'S SALE IS HEREBY GIVEN by the undersigned successor Trustee, Michael J. Funk, by virtue of and pursuant to that certain Deed of Trust (A Credit Line Deed of Trust) dated March 1, 2006, and of record in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed of Trust Book No. 1527, at Page 271, made by MARCUS ENTERPRISES LLC, a West Virginia limited liability company, as grantor ("Grantor"), to David Pill and Richard Pill, collectively as Trustee, to secure CITY NATIONAL BANK OF WEST VIRGINIA, as Lender/Beneficiary ("Lender"), in the payment of the maximum principal sum of Two Hundred Ten Thousand Two Hundred Eighty and 00/100 Dollars (\$210,280.00) evidenced by a promissory note bearing even date therewith (said deed of trust is referred to herein as the "Deed of Trust"). The Deed of Trust authorizes and empowers Lender, by an instrument duly recorded, to appoint a successor trustee to any Trustee appointed under the Deed of Trust and, under said authority and power, Lender appointed and substituted the undersigned, Michael J. Funk, as successor Trustee in the place and stead of David Pill and Richard Pill by the terms of a Substitution of Trustee of record in said Clerk's office in Deed Book No. 1163, at Page 646.

Grantor has defaulted in the payment of the indebtedness evidenced by the aforesaid promissory note and otherwise under the terms of the Deed of Trust, and Lender, the owner and holder of said note and the beneficiary under the Deed of Trust, has requested that the successor Trustee sell at public auction the property granted and conveyed under the Deed of Trust.

Accordingly, on **WEDNESDAY, the 9th day of DECEMBER, 2015, at 10:00 a.m. EST**, the successor Trustee will offer for sale and sell at public auction to the highest bidder

therefor at the front door of the Jefferson County Old Court House, 100 East Washington Street, Charles Town, West Virginia, all that certain lot or parcel of real estate, together with all improvements and fixtures thereon and appurtenances thereto, situate, lying, and being in the City of Ranson, Jefferson County, West Virginia, and more particularly described as follows (the "Subject Property"):

BEING all of **Lot 268** of Briar Run Estates – Phase V, as the same is designated and described on a plat entitled "Final Plat Briar Run Phase V Lots 198-276" made by Resource International, Ltd., dated October 23, 2003, said plat being recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 21, at Page 56, together with a non-exclusive right-of-way over the streets and roadways of Phases I, II, III, and IV for access to and from the real estate hereinabove described.

TERMS OF SALE

1. The Subject Property will be sold and conveyed subject to: (i) all exceptions, reservations, rights of way, easements, conditions, covenants, restrictions, leases, servitudes, and other matters of record, if any, pertaining to the Subject Property; (ii) any and all deeds of trust, mortgages, judgments, liens (whether statutory, common law, consensual, or otherwise), and other encumbrances of record, if any, having priority over the Deed of Trust; (iii) any discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other state of facts an accurate survey may disclose; (iv) any state of facts which reasonably could be ascertained by a visual examination or inspection of the Subject Property or by making inquiry of persons in possession thereof; (v) the rights, if any, of tenants and parties in possession of the Subject Property; (vi) any and all real estate taxes, fees, or other assessments against the Subject Property, whether delinquent, due, or payable or to become due or payable; (vii) any right of the United States of America to redeem the Subject Property in connection with Federal Tax Liens against the Property; and (viii) any further matters announced at said sale. **Notwithstanding the foregoing, on or prior to the day of closing of the sale of the Subject Property, City**

National Bank of West Virginia shall pay or cause to be paid: (A) to the West Virginia State Auditor, the cost to redeem tax liens upon the Subject Property sold for delinquent 2013 real estate taxes, which cost includes real estate taxes upon the Subject Property for 2014; (B) to the purchaser or the Sheriff of Jefferson County, West Virginia, as the case may be, the pro-rated portion of the real estate taxes upon the Subject Property for 2015.

2. The Subject Property, including all improvements, buildings, fixtures, and appurtenances, will be sold and conveyed in its "AS-IS" condition with all faults and defects, if any, and without warranty of any kind, whether express or implied.

3. The successful bidder shall be required to pay twenty percent (20%) of the sale price, by cash, cashier's check, or other cash equivalent acceptable to the successor Trustee, in his discretion, in hand to the successor Trustee on the day of sale, with the balance paid by cash or cashier's check at closing held within thirty (30) days of the day of sale, time being of the essence. The successful bidder shall further be required to execute a sales contract immediately following the conclusion of the sale (a pro forma version of which will be available from the successor Trustee for review prior to the sale).

4. The purchaser shall pay all closing costs in connection with sale of the Subject Property, including, without limitation, those for transfer taxes under Section 11-22-1, *et seq.* of the West Virginia Code; deed and document preparation; delinquent or current fire fees or ambulance fees; recording fees; and purchaser's attorney's fees and costs.

5. Any sale hereunder may be postponed or adjourned from time to time without notice other than oral proclamation at the time and place of sale, or at the time and place of any adjourned sale. Postponement or adjournment shall not be deemed the successor Trustee's or Lender's waiver of the right to reconvene and conduct the sale of the Subject Property.

6. The successor Trustee reserves the right to reject any or all bids.

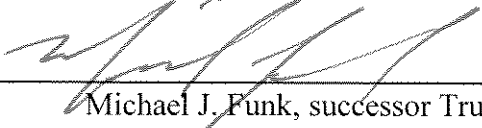
7. The successor Trustee reserves the right to first auction the Subject Property as a separate parcel on a contingent basis, and subsequently re-auction the Subject Property together with other parcels (being one or more of Lots 261, 262, 263, 266, 269, 270, 271, 272, 273, 274, 275, and 276 of Phase V of Briar Run Estates) as a single auction lot on a contingent basis, with sale to be made in the manner that results in the greatest aggregate proceeds of sale for the relevant parcels. Any successful bidder shall be bound by his, her, or its bid notwithstanding such re-auction and contingent basis until such time as the successor Trustee evaluates all bids and informs the bidder that sale will not be made to the bidder.

8. City National Bank of West Virginia, beneficiary under the Deed of Trust, reserves the right to bid for and purchase the Subject Property.

9. Additional terms of sale may be announced prior to the sale.

Any and all inquiries regarding this Notice and the sale contemplated herein may be directed to: Michael J. Funk, successor Trustee, Steptoe & Johnson PLLC, 1250 Edwin Miller Boulevard, Martinsburg, West Virginia 25404; Telephone: 304-262-3522; Facsimile: 304-933-8789.

DATED this 13th day of November, 2015.



Michael J. Funk, successor Trustee

NOTICE OF TRUSTEE'S SALE

NOTICE OF TRUSTEE'S SALE IS HEREBY GIVEN by the undersigned successor Trustee, Michael J. Funk, by virtue of and pursuant to that certain Deed of Trust (A Credit Line Deed of Trust) dated March 1, 2006, and of record in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed of Trust Book No. 1527, at Page 263, made by MARCUS ENTERPRISES LLC, a West Virginia limited liability company, as grantor ("Grantor"), to David Pill and Richard Pill, collectively as Trustee, to secure CITY NATIONAL BANK OF WEST VIRGINIA, as Lender/Beneficiary ("Lender"), in the payment of the maximum principal sum of Two Hundred Seventeen Thousand Four Hundred Eighty and 00/100 Dollars (\$217,480.00) evidenced by a promissory note bearing even date therewith (said deed of trust is referred to herein as the "Deed of Trust"). The Deed of Trust authorizes and empowers Lender, by an instrument duly recorded, to appoint a successor trustee to any Trustee appointed under the Deed of Trust and, under said authority and power, Lender appointed and substituted the undersigned, Michael J. Funk, as successor Trustee in the place and stead of David Pill and Richard Pill by the terms of a Substitution of Trustee of record in said Clerk's office in Deed Book No. 1163, at Page 649.

Grantor has defaulted in the payment of the indebtedness evidenced by the aforesaid promissory note and otherwise under the terms of the Deed of Trust, and Lender, the owner and holder of said note and the beneficiary under the Deed of Trust, has requested that the successor Trustee sell at public auction the property granted and conveyed under the Deed of Trust.

Accordingly, on **WEDNESDAY, the 9th day of DECEMBER, 2015, at 10:00 a.m. EST**, the successor Trustee will offer for sale and sell at public auction to the highest bidder

therefor at the front door of the Jefferson County Old Court House, 100 East Washington Street, Charles Town, West Virginia, all that certain lot or parcel of real estate, together with all improvements and fixtures thereon and appurtenances thereto, situate, lying, and being in the City of Ranson, Jefferson County, West Virginia, and more particularly described as follows (the "Subject Property"):

BEING all of **Lot 269** of Briar Run Estates – Phase V, as the same is designated and described on a plat entitled "Final Plat Briar Run Phase V Lots 198-276" made by Resource International, Ltd., dated October 23, 2003, said plat being recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 21, at Page 56, together with a non-exclusive right-of-way over the streets and roadways of Phases I, II, III, and IV for access to and from the real estate hereinabove described.

TERMS OF SALE

1. The Subject Property will be sold and conveyed subject to: (i) all exceptions, reservations, rights of way, easements, conditions, covenants, restrictions, leases, servitudes, and other matters of record, if any, pertaining to the Subject Property; (ii) any and all deeds of trust, mortgages, judgments, liens (whether statutory, common law, consensual, or otherwise), and other encumbrances of record, if any, having priority over the Deed of Trust; (iii) any discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other state of facts an accurate survey may disclose; (iv) any state of facts which reasonably could be ascertained by a visual examination or inspection of the Subject Property or by making inquiry of persons in possession thereof; (v) the rights, if any, of tenants and parties in possession of the Subject Property; (vi) any and all real estate taxes, fees, or other assessments against the Subject Property, whether delinquent, due, or payable or to become due or payable; (vii) any right of the United States of America to redeem the Subject Property in connection with Federal Tax Liens against the Property; and (viii) any further matters announced at said sale. **Notwithstanding the foregoing, on or prior to the day of closing of the sale of the Subject Property, City**

National Bank of West Virginia shall pay or cause to be paid: (A) to the West Virginia State Auditor, the cost to redeem tax liens upon the Subject Property sold for delinquent 2013 real estate taxes, which cost includes real estate taxes upon the Subject Property for 2014; (B) to the purchaser or the Sheriff of Jefferson County, West Virginia, as the case may be, the pro-rated portion of the real estate taxes upon the Subject Property for 2015.

2. The Subject Property, including all improvements, buildings, fixtures, and appurtenances, will be sold and conveyed in its "AS-IS" condition with all faults and defects, if any, and without warranty of any kind, whether express or implied.

3. The successful bidder shall be required to pay twenty percent (20%) of the sale price, by cash, cashier's check, or other cash equivalent acceptable to the successor Trustee, in his discretion, in hand to the successor Trustee on the day of sale, with the balance paid by cash or cashier's check at closing held within thirty (30) days of the day of sale, time being of the essence. The successful bidder shall further be required to execute a sales contract immediately following the conclusion of the sale (a pro forma version of which will be available from the successor Trustee for review prior to the sale).

4. The purchaser shall pay all closing costs in connection with sale of the Subject Property, including, without limitation, those for transfer taxes under Section 11-22-1, *et seq.* of the West Virginia Code; deed and document preparation; delinquent or current fire fees or ambulance fees; recording fees; and purchaser's attorney's fees and costs.

5. Any sale hereunder may be postponed or adjourned from time to time without notice other than oral proclamation at the time and place of sale, or at the time and place of any adjourned sale. Postponement or adjournment shall not be deemed the successor Trustee's or Lender's waiver of the right to reconvene and conduct the sale of the Subject Property.

6. The successor Trustee reserves the right to reject any or all bids.

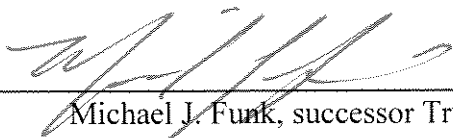
7. The successor Trustee reserves the right to first auction the Subject Property as a separate parcel on a contingent basis, and subsequently re-auction the Subject Property together with other parcels (being one or more of Lots 261, 262, 263, 266, 268, 270, 271, 272, 273, 274, 275, and 276 of Phase V of Briar Run Estates) as a single auction lot on a contingent basis, with sale to be made in the manner that results in the greatest aggregate proceeds of sale for the relevant parcels. Any successful bidder shall be bound by his, her, or its bid notwithstanding such re-auction and contingent basis until such time as the successor Trustee evaluates all bids and informs the bidder that sale will not be made to the bidder.

8. City National Bank of West Virginia, beneficiary under the Deed of Trust, reserves the right to bid for and purchase the Subject Property.

9. Additional terms of sale may be announced prior to the sale.

Any and all inquiries regarding this Notice and the sale contemplated herein may be directed to: Michael J. Funk, successor Trustee, Steptoe & Johnson PLLC, 1250 Edwin Miller Boulevard, Martinsburg, West Virginia 25404; Telephone: 304-262-3522; Facsimile: 304-933-8789.

DATED this 13th day of November, 2015.



Michael J. Funk, successor Trustee

NOTICE OF TRUSTEE'S SALE

NOTICE OF TRUSTEE'S SALE IS HEREBY GIVEN by the undersigned successor Trustee, Michael J. Funk, by virtue of and pursuant to that certain Deed of Trust (A Credit Line Deed of Trust) dated March 1, 2006, and of record in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed of Trust Book No. 1527, at Page 255, and re-recorded in said Clerk's Office in Deed of Trust Book No. 1610, at Page 273, made by MARCUS ENTERPRISES LLC, a West Virginia limited liability company, as grantor ("Grantor"), to David Pill and Richard Pill, collectively as Trustee, to secure CITY NATIONAL BANK OF WEST VIRGINIA, as Lender/Beneficiary ("Lender"), in the payment of the maximum principal sum of One Hundred Ninety-Two Thousand Six Hundred Eighty and 00/100 Dollars (\$192,680.00) evidenced by a promissory note bearing even date therewith (said deed of trust is referred to herein as the "Deed of Trust"). The Deed of Trust authorizes and empowers Lender, by an instrument duly recorded, to appoint a successor trustee to any Trustee appointed under the Deed of Trust and, under said authority and power, Lender appointed and substituted the undersigned, Michael J. Funk, as successor Trustee in the place and stead of David Pill and Richard Pill by the terms of a Substitution of Trustee of record in said Clerk's office in Deed Book No. 1163, at Page 652, and a Corrective Substitution of Trustee of record in said Clerk's office in Deed Book No. 1164, at Page 388.

Grantor has defaulted in the payment of the indebtedness evidenced by the aforesaid promissory note and otherwise under the terms of the Deed of Trust, and Lender, the owner and holder of said note and the beneficiary under the Deed of Trust, has requested that the successor Trustee sell at public auction the property granted and conveyed under the Deed of Trust.

Accordingly, on **WEDNESDAY, the 9th day of DECEMBER, 2015, at 10:00**

a.m. EST, the successor Trustee will offer for sale and sell at public auction to the highest bidder therefor at the front door of the Jefferson County Old Court House, 100 East Washington Street, Charles Town, West Virginia, all that certain lot or parcel of real estate, together with all improvements and fixtures thereon and appurtenances thereto, situate, lying, and being in the City of Ranson, Jefferson County, West Virginia, and more particularly described as follows (the “Subject Property”):

BEING all of **Lot 270** of Briar Run Estates – Phase V, as the same is designated and described on a plat entitled “Final Plat Briar Run Phase V Lots 198-276” made by Resource International, Ltd., dated October 23, 2003, said plat being recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 21, at Page 56, together with a non-exclusive right-of-way over the streets and roadways of Phases I, II, III, and IV for access to and from the real estate hereinabove described.

TERMS OF SALE

1. The Subject Property will be sold and conveyed subject to: (i) all exceptions, reservations, rights of way, easements, conditions, covenants, restrictions, leases, servitudes, and other matters of record, if any, pertaining to the Subject Property; (ii) any and all deeds of trust, mortgages, judgments, liens (whether statutory, common law, consensual, or otherwise), and other encumbrances of record, if any, having priority over the Deed of Trust; (iii) any discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other state of facts an accurate survey may disclose; (iv) any state of facts which reasonably could be ascertained by a visual examination or inspection of the Subject Property or by making inquiry of persons in possession thereof; (v) the rights, if any, of tenants and parties in possession of the Subject Property; (vi) any and all real estate taxes, fees, or other assessments against the Subject Property, whether delinquent, due, or payable or to become due or payable; (vii) any right of the United States of America to redeem the Subject Property in connection with Federal Tax Liens

against the Property; and (viii) any further matters announced at said sale. **Notwithstanding the foregoing, on or prior to the day of closing of the sale of the Subject Property, City National Bank of West Virginia shall pay or cause to be paid: (A) to the West Virginia State Auditor, the cost to redeem tax liens upon the Subject Property sold for delinquent 2013 real estate taxes, which cost includes real estate taxes upon the Subject Property for 2014; (B) to the purchaser or the Sheriff of Jefferson County, West Virginia, as the case may be, the pro-rated portion of the real estate taxes upon the Subject Property for 2015.**

2. The Subject Property, including all improvements, buildings, fixtures, and appurtenances, will be sold and conveyed in its "AS-IS" condition with all faults and defects, if any, and without warranty of any kind, whether express or implied.

3. The successful bidder shall be required to pay twenty percent (20%) of the sale price, by cash, cashier's check, or other cash equivalent acceptable to the successor Trustee, in his discretion, in hand to the successor Trustee on the day of sale, with the balance paid by cash or cashier's check at closing held within thirty (30) days of the day of sale, time being of the essence. The successful bidder shall further be required to execute a sales contract immediately following the conclusion of the sale (a pro forma version of which will be available from the successor Trustee for review prior to the sale).

4. The purchaser shall pay all closing costs in connection with sale of the Subject Property, including, without limitation, those for transfer taxes under Section 11-22-1, *et seq.* of the West Virginia Code; deed and document preparation; delinquent or current fire fees or ambulance fees; recording fees; and purchaser's attorney's fees and costs.

5. Any sale hereunder may be postponed or adjourned from time to time without notice other than oral proclamation at the time and place of sale, or at the time and place of any adjourned sale. Postponement or adjournment shall not be deemed the successor

Trustee's or Lender's waiver of the right to reconvene and conduct the sale of the Subject Property.

6. The successor Trustee reserves the right to reject any or all bids.

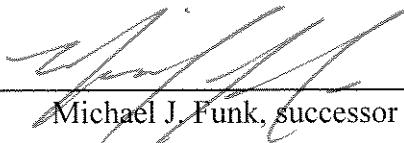
7. The successor Trustee reserves the right to first auction the Subject Property as a separate parcel on a contingent basis, and subsequently re-auction the Subject Property together with other parcels (being one or more of Lots 261, 262, 263, 266, 268, 269, 271, 272, 273, 274, 275, and 276 of Phase V of Briar Run Estates) as a single auction lot on a contingent basis, with sale to be made in the manner that results in the greatest aggregate proceeds of sale for the relevant parcels. Any successful bidder shall be bound by his, her, or its bid notwithstanding such re-auction and contingent basis until such time as the successor Trustee evaluates all bids and informs the bidder that sale will not be made to the bidder.

8. City National Bank of West Virginia, beneficiary under the Deed of Trust, reserves the right to bid for and purchase the Subject Property.

9. Additional terms of sale may be announced prior to the sale.

Any and all inquiries regarding this Notice and the sale contemplated herein may be directed to: Michael J. Funk, successor Trustee, Steptoe & Johnson PLLC, 1250 Edwin Miller Boulevard, Martinsburg, West Virginia 25404; Telephone: 304-262-3522; Facsimile: 304-933-8789.

DATED this 13th day of November, 2015.



Michael J. Funk, successor Trustee

NOTICE OF TRUSTEE'S SALE

NOTICE OF TRUSTEE'S SALE IS HEREBY GIVEN by the undersigned successor Trustee, Michael J. Funk, by virtue of and pursuant to that certain Deed of Trust (A Credit Line Deed of Trust) dated March 1, 2006, and of record in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed of Trust Book No. 1527, at Page 247, made by MARCUS ENTERPRISES LLC, a West Virginia limited liability company, as grantor ("Grantor"), to David Pill and Richard Pill, collectively as Trustee, to secure CITY NATIONAL BANK OF WEST VIRGINIA, as Lender/Beneficiary ("Lender"), in the payment of the maximum principal sum of Two Hundred Twenty-One Thousand Five Hundred Twenty and 00/100 Dollars (\$221,520.00) evidenced by a promissory note bearing even date therewith (said deed of trust is referred to herein as the "Deed of Trust"). The Deed of Trust authorizes and empowers Lender, by an instrument duly recorded, to appoint a successor trustee to any Trustee appointed under the Deed of Trust and, under said authority and power, Lender appointed and substituted the undersigned, Michael J. Funk, as successor Trustee in the place and stead of David Pill and Richard Pill by the terms of a Substitution of Trustee of record in said Clerk's office in Deed Book No. 1163, at Page 655.

Grantor has defaulted in the payment of the indebtedness evidenced by the aforesaid promissory note and otherwise under the terms of the Deed of Trust, and Lender, the owner and holder of said note and the beneficiary under the Deed of Trust, has requested that the successor Trustee sell at public auction the property granted and conveyed under the Deed of Trust.

Accordingly, on **WEDNESDAY, the 9th day of DECEMBER, 2015, at 10:00 a.m. EST**, the successor Trustee will offer for sale and sell at public auction to the highest bidder

therefor at the front door of the Jefferson County Old Court House, 100 East Washington Street, Charles Town, West Virginia, all that certain lot or parcel of real estate, together with all improvements and fixtures thereon and appurtenances thereto, situate, lying, and being in the City of Ranson, Jefferson County, West Virginia, and more particularly described as follows (the “Subject Property”):

BEING all of **Lot 271** of Briar Run Estates – Phase V, as the same is designated and described on a plat entitled “Final Plat Briar Run Phase V Lots 198-276” made by Resource International, Ltd., dated October 23, 2003, said plat being recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 21, at Page 56, together with a non-exclusive right-of-way over the streets and roadways of Phases I, II, III, and IV for access to and from the real estate hereinabove described.

TERMS OF SALE

1. The Subject Property will be sold and conveyed subject to: (i) all exceptions, reservations, rights of way, easements, conditions, covenants, restrictions, leases, servitudes, and other matters of record, if any, pertaining to the Subject Property; (ii) any and all deeds of trust, mortgages, judgments, liens (whether statutory, common law, consensual, or otherwise), and other encumbrances of record, if any, having priority over the Deed of Trust; (iii) any discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other state of facts an accurate survey may disclose; (iv) any state of facts which reasonably could be ascertained by a visual examination or inspection of the Subject Property or by making inquiry of persons in possession thereof; (v) the rights, if any, of tenants and parties in possession of the Subject Property; (vi) any and all real estate taxes, fees, or other assessments against the Subject Property, whether delinquent, due, or payable or to become due or payable; (vii) any right of the United States of America to redeem the Subject Property in connection with Federal Tax Liens against the Property; and (viii) any further matters announced at said sale. **Notwithstanding the foregoing, on or prior to the day of closing of the sale of the Subject Property, City**

National Bank of West Virginia shall pay or cause to be paid: (A) to the West Virginia State Auditor, the cost to redeem tax liens upon the Subject Property sold for delinquent 2013 real estate taxes, which cost includes real estate taxes upon the Subject Property for 2014; (B) to the purchaser or the Sheriff of Jefferson County, West Virginia, as the case may be, the pro-rated portion of the real estate taxes upon the Subject Property for 2015.

2. The Subject Property, including all improvements, buildings, fixtures, and appurtenances, will be sold and conveyed in its "AS-IS" condition with all faults and defects, if any, and without warranty of any kind, whether express or implied.

3. The successful bidder shall be required to pay twenty percent (20%) of the sale price, by cash, cashier's check, or other cash equivalent acceptable to the successor Trustee, in his discretion, in hand to the successor Trustee on the day of sale, with the balance paid by cash or cashier's check at closing held within thirty (30) days of the day of sale, time being of the essence. The successful bidder shall further be required to execute a sales contract immediately following the conclusion of the sale (a pro forma version of which will be available from the successor Trustee for review prior to the sale).

4. The purchaser shall pay all closing costs in connection with sale of the Subject Property, including, without limitation, those for transfer taxes under Section 11-22-1, *et seq.* of the West Virginia Code; deed and document preparation; delinquent or current fire fees or ambulance fees; recording fees; and purchaser's attorney's fees and costs.

5. Any sale hereunder may be postponed or adjourned from time to time without notice other than oral proclamation at the time and place of sale, or at the time and place of any adjourned sale. Postponement or adjournment shall not be deemed the successor Trustee's or Lender's waiver of the right to reconvene and conduct the sale of the Subject Property.

6. The successor Trustee reserves the right to reject any or all bids.

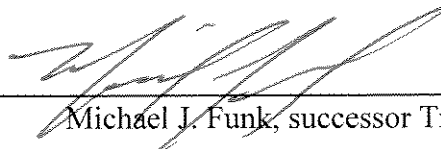
7. The successor Trustee reserves the right to first auction the Subject Property as a separate parcel on a contingent basis, and subsequently re-auction the Subject Property together with other parcels (being one or more of Lots 261, 262, 263, 266, 268, 269, 270, 272, 273, 274, 275, and 276 of Phase V of Briar Run Estates) as a single auction lot on a contingent basis, with sale to be made in the manner that results in the greatest aggregate proceeds of sale for the relevant parcels. Any successful bidder shall be bound by his, her, or its bid notwithstanding such re-auction and contingent basis until such time as the successor Trustee evaluates all bids and informs the bidder that sale will not be made to the bidder.

8. City National Bank of West Virginia, beneficiary under the Deed of Trust, reserves the right to bid for and purchase the Subject Property.

9. Additional terms of sale may be announced prior to the sale.

Any and all inquiries regarding this Notice and the sale contemplated herein may be directed to: Michael J. Funk, successor Trustee, Steptoe & Johnson PLLC, 1250 Edwin Miller Boulevard, Martinsburg, West Virginia 25404; Telephone: 304-262-3522; Facsimile: 304-933-8789.

DATED this 13th day of November, 2015.



Michael J. Funk, successor Trustee

NOTICE OF TRUSTEE'S SALE

NOTICE OF TRUSTEE'S SALE IS HEREBY GIVEN by the undersigned successor Trustee, Michael J. Funk, by virtue of and pursuant to that certain Deed of Trust (A Credit Line Deed of Trust) dated March 1, 2006, and of record in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed of Trust Book No. 1527, at Page 207, made by MARCUS ENTERPRISES LLC, a West Virginia limited liability company, as grantor ("Grantor"), to David Pill and Richard Pill, collectively as Trustee, to secure CITY NATIONAL BANK OF WEST VIRGINIA, as Lender/Beneficiary ("Lender"), in the payment of the maximum principal sum of One Hundred Ninety-One Thousand Nine Hundred Twenty and 00/100 Dollars (\$191,920.00) evidenced by a promissory note bearing even date therewith (said deed of trust is referred to herein as the "Deed of Trust"). The Deed of Trust authorizes and empowers Lender, by an instrument duly recorded, to appoint a successor trustee to any Trustee appointed under the Deed of Trust and, under said authority and power, Lender appointed and substituted the undersigned, Michael J. Funk, as successor Trustee in the place and stead of David Pill and Richard Pill by the terms of a Substitution of Trustee of record in said Clerk's office in Deed Book No. 1163, at Page 658.

Grantor has defaulted in the payment of the indebtedness evidenced by the aforesaid promissory note and otherwise under the terms of the Deed of Trust, and Lender, the owner and holder of said note and the beneficiary under the Deed of Trust, has requested that the successor Trustee sell at public auction the property granted and conveyed under the Deed of Trust.

Accordingly, on **WEDNESDAY, the 9th day of DECEMBER, 2015, at 10:00 a.m. EST**, the successor Trustee will offer for sale and sell at public auction to the highest bidder

therefor at the front door of the Jefferson County Old Court House, 100 East Washington Street, Charles Town, West Virginia, all that certain lot or parcel of real estate, together with all improvements and fixtures thereon and appurtenances thereto, situate, lying, and being in the City of Ranson, Jefferson County, West Virginia, and more particularly described as follows (the "Subject Property"):

BEING all of **Lot 272** of Briar Run Estates – Phase V, as the same is designated and described on a plat entitled "Final Plat Briar Run Phase V Lots 198-276" made by Resource International, Ltd., dated October 23, 2003, said plat being recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 21, at Page 56, together with a non-exclusive right-of-way over the streets and roadways of Phases I, II, III, and IV for access to and from the real estate hereinabove described.

TERMS OF SALE

1. The Subject Property will be sold and conveyed subject to: (i) all exceptions, reservations, rights of way, easements, conditions, covenants, restrictions, leases, servitudes, and other matters of record, if any, pertaining to the Subject Property; (ii) any and all deeds of trust, mortgages, judgments, liens (whether statutory, common law, consensual, or otherwise), and other encumbrances of record, if any, having priority over the Deed of Trust; (iii) any discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other state of facts an accurate survey may disclose; (iv) any state of facts which reasonably could be ascertained by a visual examination or inspection of the Subject Property or by making inquiry of persons in possession thereof; (v) the rights, if any, of tenants and parties in possession of the Subject Property; (vi) any and all real estate taxes, fees, or other assessments against the Subject Property, whether delinquent, due, or payable or to become due or payable; (vii) any right of the United States of America to redeem the Subject Property in connection with Federal Tax Liens against the Property; and (viii) any further matters announced at said sale. **Notwithstanding the foregoing, on or prior to the day of closing of the sale of the Subject Property, City**

National Bank of West Virginia shall pay or cause to be paid: (A) to the West Virginia State Auditor, the cost to redeem tax liens upon the Subject Property sold for delinquent 2013 real estate taxes, which cost includes real estate taxes upon the Subject Property for 2014; (B) to the purchaser or the Sheriff of Jefferson County, West Virginia, as the case may be, the pro-rated portion of the real estate taxes upon the Subject Property for 2015.

2. The Subject Property, including all improvements, buildings, fixtures, and appurtenances, will be sold and conveyed in its "AS-IS" condition with all faults and defects, if any, and without warranty of any kind, whether express or implied.

3. The successful bidder shall be required to pay twenty percent (20%) of the sale price, by cash, cashier's check, or other cash equivalent acceptable to the successor Trustee, in his discretion, in hand to the successor Trustee on the day of sale, with the balance paid by cash or cashier's check at closing held within thirty (30) days of the day of sale, time being of the essence. The successful bidder shall further be required to execute a sales contract immediately following the conclusion of the sale (a pro forma version of which will be available from the successor Trustee for review prior to the sale).

4. The purchaser shall pay all closing costs in connection with sale of the Subject Property, including, without limitation, those for transfer taxes under Section 11-22-1, *et seq.* of the West Virginia Code; deed and document preparation; delinquent or current fire fees or ambulance fees; recording fees; and purchaser's attorney's fees and costs.

5. Any sale hereunder may be postponed or adjourned from time to time without notice other than oral proclamation at the time and place of sale, or at the time and place of any adjourned sale. Postponement or adjournment shall not be deemed the successor Trustee's or Lender's waiver of the right to reconvene and conduct the sale of the Subject Property.

6. The successor Trustee reserves the right to reject any or all bids.

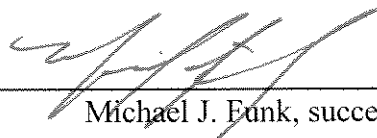
7. The successor Trustee reserves the right to first auction the Subject Property as a separate parcel on a contingent basis, and subsequently re-auction the Subject Property together with other parcels (being one or more of Lots 261, 262, 263, 266, 268, 269, 270, 271, 273, 274, 275, and 276 of Phase V of Briar Run Estates) as a single auction lot on a contingent basis, with sale to be made in the manner that results in the greatest aggregate proceeds of sale for the relevant parcels. Any successful bidder shall be bound by his, her, or its bid notwithstanding such re-auction and contingent basis until such time as the successor Trustee evaluates all bids and informs the bidder that sale will not be made to the bidder.

8. City National Bank of West Virginia, beneficiary under the Deed of Trust, reserves the right to bid for and purchase the Subject Property.

9. Additional terms of sale may be announced prior to the sale.

Any and all inquiries regarding this Notice and the sale contemplated herein may be directed to: Michael J. Funk, successor Trustee, Steptoe & Johnson PLLC, 1250 Edwin Miller Boulevard, Martinsburg, West Virginia 25404; Telephone: 304-262-3522; Facsimile: 304-933-8789.

DATED this 13th day of November, 2015.



Michael J. Funk, successor Trustee

NOTICE OF TRUSTEE'S SALE

NOTICE OF TRUSTEE'S SALE IS HEREBY GIVEN by the undersigned successor Trustee, Michael J. Funk, by virtue of and pursuant to that certain Deed of Trust (A Credit Line Deed of Trust) dated March 1, 2006, and of record in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed of Trust Book No. 1527, at Page 239, made by MARCUS ENTERPRISES LLC, a West Virginia limited liability company, as grantor ("Grantor"), to David Pill and Richard Pill, collectively as Trustee, to secure CITY NATIONAL BANK OF WEST VIRGINIA, as Lender/Beneficiary ("Lender"), in the payment of the maximum principal sum of Two Hundred Two Thousand Three Hundred Twenty and 00/100 Dollars (\$202,320.00) evidenced by a promissory note bearing even date therewith (said deed of trust is referred to herein as the "Deed of Trust"). The Deed of Trust authorizes and empowers Lender, by an instrument duly recorded, to appoint a successor trustee to any Trustee appointed under the Deed of Trust and, under said authority and power, Lender appointed and substituted the undersigned, Michael J. Funk, as successor Trustee in the place and stead of David Pill and Richard Pill by the terms of a Substitution of Trustee of record in said Clerk's office in Deed Book No. 1163, at Page 661.

Grantor has defaulted in the payment of the indebtedness evidenced by the aforesaid promissory note and otherwise under the terms of the Deed of Trust, and Lender, the owner and holder of said note and the beneficiary under the Deed of Trust, has requested that the successor Trustee sell at public auction the property granted and conveyed under the Deed of Trust.

Accordingly, on **WEDNESDAY, the 9th day of DECEMBER, 2015, at 10:00 a.m. EST**, the successor Trustee will offer for sale and sell at public auction to the highest bidder

therefor at the front door of the Jefferson County Old Court House, 100 East Washington Street, Charles Town, West Virginia, all that certain lot or parcel of real estate, together with all improvements and fixtures thereon and appurtenances thereto, situate, lying, and being in the City of Ranson, Jefferson County, West Virginia, and more particularly described as follows (the “Subject Property”):

BEING all of **Lot 273** of Briar Run Estates – Phase V, as the same is designated and described on a plat entitled “Final Plat Briar Run Phase V Lots 198-276” made by Resource International, Ltd., dated October 23, 2003, said plat being recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 21, at Page 56, together with a non-exclusive right-of-way over the streets and roadways of Phases I, II, III, and IV for access to and from the real estate hereinabove described.

TERMS OF SALE

1. The Subject Property will be sold and conveyed subject to: (i) all exceptions, reservations, rights of way, easements, conditions, covenants, restrictions, leases, servitudes, and other matters of record, if any, pertaining to the Subject Property; (ii) any and all deeds of trust, mortgages, judgments, liens (whether statutory, common law, consensual, or otherwise), and other encumbrances of record, if any, having priority over the Deed of Trust; (iii) any discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other state of facts an accurate survey may disclose; (iv) any state of facts which reasonably could be ascertained by a visual examination or inspection of the Subject Property or by making inquiry of persons in possession thereof; (v) the rights, if any, of tenants and parties in possession of the Subject Property; (vi) any and all real estate taxes, fees, or other assessments against the Subject Property, whether delinquent, due, or payable or to become due or payable; (vii) any right of the United States of America to redeem the Subject Property in connection with Federal Tax Liens against the Property; and (viii) any further matters announced at said sale. **Notwithstanding the foregoing, on or prior to the day of closing of the sale of the Subject Property, City**

National Bank of West Virginia shall pay or cause to be paid: (A) to the West Virginia State Auditor, the cost to redeem tax liens upon the Subject Property sold for delinquent 2013 real estate taxes, which cost includes real estate taxes upon the Subject Property for 2014; (B) to the purchaser or the Sheriff of Jefferson County, West Virginia, as the case may be, the pro-rated portion of the real estate taxes upon the Subject Property for 2015.

2. The Subject Property, including all improvements, buildings, fixtures, and appurtenances, will be sold and conveyed in its "AS-IS" condition with all faults and defects, if any, and without warranty of any kind, whether express or implied.

3. The successful bidder shall be required to pay twenty percent (20%) of the sale price, by cash, cashier's check, or other cash equivalent acceptable to the successor Trustee, in his discretion, in hand to the successor Trustee on the day of sale, with the balance paid by cash or cashier's check at closing held within thirty (30) days of the day of sale, time being of the essence. The successful bidder shall further be required to execute a sales contract immediately following the conclusion of the sale (a pro forma version of which will be available from the successor Trustee for review prior to the sale).

4. The purchaser shall pay all closing costs in connection with sale of the Subject Property, including, without limitation, those for transfer taxes under Section 11-22-1, *et seq.* of the West Virginia Code; deed and document preparation; delinquent or current fire fees or ambulance fees; recording fees; and purchaser's attorney's fees and costs.

5. Any sale hereunder may be postponed or adjourned from time to time without notice other than oral proclamation at the time and place of sale, or at the time and place of any adjourned sale. Postponement or adjournment shall not be deemed the successor Trustee's or Lender's waiver of the right to reconvene and conduct the sale of the Subject Property.

6. The successor Trustee reserves the right to reject any or all bids.

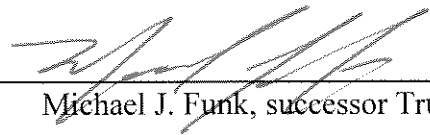
7. The successor Trustee reserves the right to first auction the Subject Property as a separate parcel on a contingent basis, and subsequently re-auction the Subject Property together with other parcels (being one or more of Lots 261, 262, 263, 266, 268, 269, 270, 271, 272, 274, 275, and 276 of Phase V of Briar Run Estates) as a single auction lot on a contingent basis, with sale to be made in the manner that results in the greatest aggregate proceeds of sale for the relevant parcels. Any successful bidder shall be bound by his, her, or its bid notwithstanding such re-auction and contingent basis until such time as the successor Trustee evaluates all bids and informs the bidder that sale will not be made to the bidder.

8. City National Bank of West Virginia, beneficiary under the Deed of Trust, reserves the right to bid for and purchase the Subject Property.

9. Additional terms of sale may be announced prior to the sale.

Any and all inquiries regarding this Notice and the sale contemplated herein may be directed to: Michael J. Funk, successor Trustee, Steptoe & Johnson PLLC, 1250 Edwin Miller Boulevard, Martinsburg, West Virginia 25404; Telephone: 304-262-3522; Facsimile: 304-933-8789.

DATED this 13th day of November, 2015.



Michael J. Funk, successor Trustee

NOTICE OF TRUSTEE'S SALE

NOTICE OF TRUSTEE'S SALE IS HEREBY GIVEN by the undersigned successor Trustee, Michael J. Funk, by virtue of and pursuant to that certain Deed of Trust (A Credit Line Deed of Trust) dated March 1, 2006, and of record in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed of Trust Book No. 1527, at Page 231, made by MARCUS ENTERPRISES LLC, a West Virginia limited liability company, as grantor ("Grantor"), to David Pill and Richard Pill, collectively as Trustee, to secure CITY NATIONAL BANK OF WEST VIRGINIA, as Lender/Beneficiary ("Lender"), in the payment of the maximum principal sum of Two Hundred Twenty-One Thousand Five Hundred Twenty and 00/100 Dollars (\$221,520.00) evidenced by a promissory note bearing even date therewith (said deed of trust is referred to herein as the "Deed of Trust"). The Deed of Trust authorizes and empowers Lender, by an instrument duly recorded, to appoint a successor trustee to any Trustee appointed under the Deed of Trust and, under said authority and power, Lender appointed and substituted the undersigned, Michael J. Funk, as successor Trustee in the place and stead of David Pill and Richard Pill by the terms of a Substitution of Trustee of record in said Clerk's office in Deed Book No. 1163, at Page 664.

Grantor has defaulted in the payment of the indebtedness evidenced by the aforesaid promissory note and otherwise under the terms of the Deed of Trust, and Lender, the owner and holder of said note and the beneficiary under the Deed of Trust, has requested that the successor Trustee sell at public auction the property granted and conveyed under the Deed of Trust.

Accordingly, on **WEDNESDAY, the 9th day of DECEMBER, 2015, at 10:00 a.m. EST**, the successor Trustee will offer for sale and sell at public auction to the highest bidder

therefor at the front door of the Jefferson County Old Court House, 100 East Washington Street, Charles Town, West Virginia, all that certain lot or parcel of real estate, together with all improvements and fixtures thereon and appurtenances thereto, situate, lying, and being in the City of Ranson, Jefferson County, West Virginia, and more particularly described as follows (the "Subject Property"):

BEING all of **Lot 274** of Briar Run Estates – Phase V, as the same is designated and described on a plat entitled "Final Plat Briar Run Phase V Lots 198-276" made by Resource International, Ltd., dated October 23, 2003, said plat being recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 21, at Page 56, together with a non-exclusive right-of-way over the streets and roadways of Phases I, II, III, and IV for access to and from the real estate hereinabove described.

TERMS OF SALE

1. The Subject Property will be sold and conveyed subject to: (i) all exceptions, reservations, rights of way, easements, conditions, covenants, restrictions, leases, servitudes, and other matters of record, if any, pertaining to the Subject Property; (ii) any and all deeds of trust, mortgages, judgments, liens (whether statutory, common law, consensual, or otherwise), and other encumbrances of record, if any, having priority over the Deed of Trust; (iii) any discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other state of facts an accurate survey may disclose; (iv) any state of facts which reasonably could be ascertained by a visual examination or inspection of the Subject Property or by making inquiry of persons in possession thereof; (v) the rights, if any, of tenants and parties in possession of the Subject Property; (vi) any and all real estate taxes, fees, or other assessments against the Subject Property, whether delinquent, due, or payable or to become due or payable; (vii) any right of the United States of America to redeem the Subject Property in connection with Federal Tax Liens against the Property; and (viii) any further matters announced at said sale. **Notwithstanding the foregoing, on or prior to the day of closing of the sale of the Subject Property, City**

National Bank of West Virginia shall pay or cause to be paid: (A) to the West Virginia State Auditor, the cost to redeem tax liens upon the Subject Property sold for delinquent 2013 real estate taxes, which cost includes real estate taxes upon the Subject Property for 2014; (B) to the purchaser or the Sheriff of Jefferson County, West Virginia, as the case may be, the pro-rated portion of the real estate taxes upon the Subject Property for 2015.

2. The Subject Property, including all improvements, buildings, fixtures, and appurtenances, will be sold and conveyed in its "AS-IS" condition with all faults and defects, if any, and without warranty of any kind, whether express or implied.

3. The successful bidder shall be required to pay twenty percent (20%) of the sale price, by cash, cashier's check, or other cash equivalent acceptable to the successor Trustee, in his discretion, in hand to the successor Trustee on the day of sale, with the balance paid by cash or cashier's check at closing held within thirty (30) days of the day of sale, time being of the essence. The successful bidder shall further be required to execute a sales contract immediately following the conclusion of the sale (a pro forma version of which will be available from the successor Trustee for review prior to the sale).

4. The purchaser shall pay all closing costs in connection with sale of the Subject Property, including, without limitation, those for transfer taxes under Section 11-22-1, *et seq.* of the West Virginia Code; deed and document preparation; delinquent or current fire fees or ambulance fees; recording fees; and purchaser's attorney's fees and costs.

5. Any sale hereunder may be postponed or adjourned from time to time without notice other than oral proclamation at the time and place of sale, or at the time and place of any adjourned sale. Postponement or adjournment shall not be deemed the successor Trustee's or Lender's waiver of the right to reconvene and conduct the sale of the Subject Property.

6. The successor Trustee reserves the right to reject any or all bids.

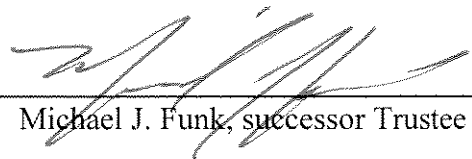
7. The successor Trustee reserves the right to first auction the Subject Property as a separate parcel on a contingent basis, and subsequently re-auction the Subject Property together with other parcels (being one or more of Lots 261, 262, 263, 266, 268, 269, 270, 271, 272, 273, 275, and 276 of Phase V of Briar Run Estates) as a single auction lot on a contingent basis, with sale to be made in the manner that results in the greatest aggregate proceeds of sale for the relevant parcels. Any successful bidder shall be bound by his, her, or its bid notwithstanding such re-auction and contingent basis until such time as the successor Trustee evaluates all bids and informs the bidder that sale will not be made to the bidder.

8. City National Bank of West Virginia, beneficiary under the Deed of Trust, reserves the right to bid for and purchase the Subject Property.

9. Additional terms of sale may be announced prior to the sale.

Any and all inquiries regarding this Notice and the sale contemplated herein may be directed to: Michael J. Funk, successor Trustee, Steptoe & Johnson PLLC, 1250 Edwin Miller Boulevard, Martinsburg, West Virginia 25404; Telephone: 304-262-3522; Facsimile: 304-933-8789.

DATED this 13th day of November, 2015.



Michael J. Funk, successor Trustee

NOTICE OF TRUSTEE'S SALE

NOTICE OF TRUSTEE'S SALE IS HEREBY GIVEN by the undersigned successor Trustee, Michael J. Funk, by virtue of and pursuant to that certain Deed of Trust (A Credit Line Deed of Trust) dated March 1, 2006, and of record in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed of Trust Book No. 1527, at Page 223, made by MARCUS ENTERPRISES LLC, a West Virginia limited liability company, as grantor ("Grantor"), to David Pill and Richard Pill, collectively as Trustee, to secure CITY NATIONAL BANK OF WEST VIRGINIA, as Lender/Beneficiary ("Lender"), in the payment of the maximum principal sum of One Hundred Ninety-Two Thousand Six Hundred Eighty and 00/100 Dollars (\$192,680.00) evidenced by a promissory note bearing even date therewith (said deed of trust is referred to herein as the "Deed of Trust"). The Deed of Trust authorizes and empowers Lender, by an instrument duly recorded, to appoint a successor trustee to any Trustee appointed under the Deed of Trust and, under said authority and power, Lender appointed and substituted the undersigned, Michael J. Funk, as successor Trustee in the place and stead of David Pill and Richard Pill by the terms of a Substitution of Trustee of record in said Clerk's office in Deed Book No. 1163, at Page 667.

Grantor has defaulted in the payment of the indebtedness evidenced by the aforesaid promissory note and otherwise under the terms of the Deed of Trust, and Lender, the owner and holder of said note and the beneficiary under the Deed of Trust, has requested that the successor Trustee sell at public auction the property granted and conveyed under the Deed of Trust.

Accordingly, on **WEDNESDAY, the 9th day of DECEMBER, 2015, at 10:00 a.m. EST**, the successor Trustee will offer for sale and sell at public auction to the highest bidder

therefor at the front door of the Jefferson County Old Court House, 100 East Washington Street, Charles Town, West Virginia, all that certain lot or parcel of real estate, together with all improvements and fixtures thereon and appurtenances thereto, situate, lying, and being in the City of Ranson, Jefferson County, West Virginia, and more particularly described as follows (the "Subject Property"):

BEING all of **Lot 275** of Briar Run Estates – Phase V, as the same is designated and described on a plat entitled "Final Plat Briar Run Phase V Lots 198-276" made by Resource International, Ltd., dated October 23, 2003, said plat being recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 21, at Page 56, together with a non-exclusive right-of-way over the streets and roadways of Phases I, II, III, and IV for access to and from the real estate hereinabove described.

TERMS OF SALE

1. The Subject Property will be sold and conveyed subject to: (i) all exceptions, reservations, rights of way, easements, conditions, covenants, restrictions, leases, servitudes, and other matters of record, if any, pertaining to the Subject Property; (ii) any and all deeds of trust, mortgages, judgments, liens (whether statutory, common law, consensual, or otherwise), and other encumbrances of record, if any, having priority over the Deed of Trust; (iii) any discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other state of facts an accurate survey may disclose; (iv) any state of facts which reasonably could be ascertained by a visual examination or inspection of the Subject Property or by making inquiry of persons in possession thereof; (v) the rights, if any, of tenants and parties in possession of the Subject Property; (vi) any and all real estate taxes, fees, or other assessments against the Subject Property, whether delinquent, due, or payable or to become due or payable; (vii) any right of the United States of America to redeem the Subject Property in connection with Federal Tax Liens against the Property; and (viii) any further matters announced at said sale. **Notwithstanding the foregoing, on or prior to the day of closing of the sale of the Subject Property, City**

National Bank of West Virginia shall pay or cause to be paid: (A) to the West Virginia State Auditor, the cost to redeem tax liens upon the Subject Property sold for delinquent 2013 real estate taxes, which cost includes real estate taxes upon the Subject Property for 2014; (B) to the purchaser or the Sheriff of Jefferson County, West Virginia, as the case may be, the pro-rated portion of the real estate taxes upon the Subject Property for 2015.

2. The Subject Property, including all improvements, buildings, fixtures, and appurtenances, will be sold and conveyed in its "AS-IS" condition with all faults and defects, if any, and without warranty of any kind, whether express or implied.

3. The successful bidder shall be required to pay twenty percent (20%) of the sale price, by cash, cashier's check, or other cash equivalent acceptable to the successor Trustee, in his discretion, in hand to the successor Trustee on the day of sale, with the balance paid by cash or cashier's check at closing held within thirty (30) days of the day of sale, time being of the essence. The successful bidder shall further be required to execute a sales contract immediately following the conclusion of the sale (a pro forma version of which will be available from the successor Trustee for review prior to the sale).

4. The purchaser shall pay all closing costs in connection with sale of the Subject Property, including, without limitation, those for transfer taxes under Section 11-22-1, *et seq.* of the West Virginia Code; deed and document preparation; delinquent or current fire fees or ambulance fees; recording fees; and purchaser's attorney's fees and costs.

5. Any sale hereunder may be postponed or adjourned from time to time without notice other than oral proclamation at the time and place of sale, or at the time and place of any adjourned sale. Postponement or adjournment shall not be deemed the successor Trustee's or Lender's waiver of the right to reconvene and conduct the sale of the Subject Property.

6. The successor Trustee reserves the right to reject any or all bids.

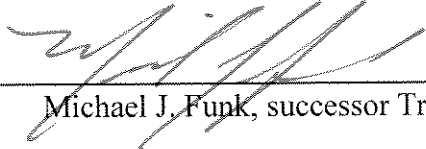
7. The successor Trustee reserves the right to first auction the Subject Property as a separate parcel on a contingent basis, and subsequently re-auction the Subject Property together with other parcels (being one or more of Lots 261, 262, 263, 266, 268, 269, 270, 271, 272, 273, 274, and 276 of Phase V of Briar Run Estates) as a single auction lot on a contingent basis, with sale to be made in the manner that results in the greatest aggregate proceeds of sale for the relevant parcels. Any successful bidder shall be bound by his, her, or its bid notwithstanding such re-auction and contingent basis until such time as the successor Trustee evaluates all bids and informs the bidder that sale will not be made to the bidder.

8. City National Bank of West Virginia, beneficiary under the Deed of Trust, reserves the right to bid for and purchase the Subject Property.

9. Additional terms of sale may be announced prior to the sale.

Any and all inquiries regarding this Notice and the sale contemplated herein may be directed to: Michael J. Funk, successor Trustee, Steptoe & Johnson PLLC, 1250 Edwin Miller Boulevard, Martinsburg, West Virginia 25404; Telephone: 304-262-3522; Facsimile: 304-933-8789.

DATED this 13th day of November, 2015.



Michael J. Funk, successor Trustee

NOTICE OF TRUSTEE'S SALE

NOTICE OF TRUSTEE'S SALE IS HEREBY GIVEN by the undersigned successor Trustee, Michael J. Funk, by virtue of and pursuant to that certain Deed of Trust (A Credit Line Deed of Trust) dated March 1, 2006, and of record in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed of Trust Book No. 1527, at Page 215, made by MARCUS ENTERPRISES LLC, a West Virginia limited liability company, as grantor ("Grantor"), to David Pill and Richard Pill, collectively as Trustee, to secure CITY NATIONAL BANK OF WEST VIRGINIA, as Lender/Beneficiary ("Lender"), in the payment of the maximum principal sum of Two Hundred Ten Thousand Seven Hundred Twenty and 00/100 Dollars (\$210,720.00) evidenced by a promissory note bearing even date therewith (said deed of trust is referred to herein as the "Deed of Trust"). The Deed of Trust authorizes and empowers Lender, by an instrument duly recorded, to appoint a successor trustee to any Trustee appointed under the Deed of Trust and, under said authority and power, Lender appointed and substituted the undersigned, Michael J. Funk, as successor Trustee in the place and stead of David Pill and Richard Pill by the terms of a Substitution of Trustee of record in said Clerk's office in Deed Book No. 1163, at Page 670.

Grantor has defaulted in the payment of the indebtedness evidenced by the aforesaid promissory note and otherwise under the terms of the Deed of Trust, and Lender, the owner and holder of said note and the beneficiary under the Deed of Trust, has requested that the successor Trustee sell at public auction the property granted and conveyed under the Deed of Trust.

Accordingly, on **WEDNESDAY, the 9th day of DECEMBER, 2015, at 10:00 a.m. EST**, the successor Trustee will offer for sale and sell at public auction to the highest bidder

therefor at the front door of the Jefferson County Old Court House, 100 East Washington Street, Charles Town, West Virginia, all that certain lot or parcel of real estate, together with all improvements and fixtures thereon and appurtenances thereto, situate, lying, and being in the City of Ranson, Jefferson County, West Virginia, and more particularly described as follows (the "Subject Property"):

BEING all of **Lot 276** of Briar Run Estates – Phase V, as the same is designated and described on a plat entitled "Final Plat Briar Run Phase V Lots 198-276" made by Resource International, Ltd., dated October 23, 2003, said plat being recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 21, at Page 56, together with a non-exclusive right-of-way over the streets and roadways of Phases I, II, III, and IV for access to and from the real estate hereinabove described.

TERMS OF SALE

1. The Subject Property will be sold and conveyed subject to: (i) all exceptions, reservations, rights of way, easements, conditions, covenants, restrictions, leases, servitudes, and other matters of record, if any, pertaining to the Subject Property; (ii) any and all deeds of trust, mortgages, judgments, liens (whether statutory, common law, consensual, or otherwise), and other encumbrances of record, if any, having priority over the Deed of Trust; (iii) any discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other state of facts an accurate survey may disclose; (iv) any state of facts which reasonably could be ascertained by a visual examination or inspection of the Subject Property or by making inquiry of persons in possession thereof; (v) the rights, if any, of tenants and parties in possession of the Subject Property; (vi) any and all real estate taxes, fees, or other assessments against the Subject Property, whether delinquent, due, or payable or to become due or payable; (vii) any right of the United States of America to redeem the Subject Property in connection with Federal Tax Liens against the Property; and (viii) any further matters announced at said sale. **Notwithstanding the foregoing, on or prior to the day of closing of the sale of the Subject Property, City**

National Bank of West Virginia shall pay or cause to be paid: (A) to the West Virginia State Auditor, the cost to redeem tax liens upon the Subject Property sold for delinquent 2013 real estate taxes, which cost includes real estate taxes upon the Subject Property for 2014; (B) to the purchaser or the Sheriff of Jefferson County, West Virginia, as the case may be, the pro-rated portion of the real estate taxes upon the Subject Property for 2015.

2. The Subject Property, including all improvements, buildings, fixtures, and appurtenances, will be sold and conveyed in its "AS-IS" condition with all faults and defects, if any, and without warranty of any kind, whether express or implied.

3. The successful bidder shall be required to pay twenty percent (20%) of the sale price, by cash, cashier's check, or other cash equivalent acceptable to the successor Trustee, in his discretion, in hand to the successor Trustee on the day of sale, with the balance paid by cash or cashier's check at closing held within thirty (30) days of the day of sale, time being of the essence. The successful bidder shall further be required to execute a sales contract immediately following the conclusion of the sale (a pro forma version of which will be available from the successor Trustee for review prior to the sale).

4. The purchaser shall pay all closing costs in connection with sale of the Subject Property, including, without limitation, those for transfer taxes under Section 11-22-1, *et seq.* of the West Virginia Code; deed and document preparation; delinquent or current fire fees or ambulance fees; recording fees; and purchaser's attorney's fees and costs.

5. Any sale hereunder may be postponed or adjourned from time to time without notice other than oral proclamation at the time and place of sale, or at the time and place of any adjourned sale. Postponement or adjournment shall not be deemed the successor Trustee's or Lender's waiver of the right to reconvene and conduct the sale of the Subject Property.

6. The successor Trustee reserves the right to reject any or all bids.

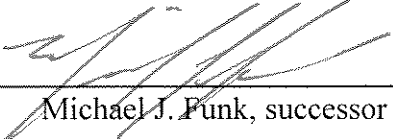
7. The successor Trustee reserves the right to first auction the Subject Property as a separate parcel on a contingent basis, and subsequently re-auction the Subject Property together with other parcels (being one or more of Lots 261, 262, 263, 266, 268, 269, 270, 271, 272, 273, 274, and 275 of Phase V of Briar Run Estates) as a single auction lot on a contingent basis, with sale to be made in the manner that results in the greatest aggregate proceeds of sale for the relevant parcels. Any successful bidder shall be bound by his, her, or its bid notwithstanding such re-auction and contingent basis until such time as the successor Trustee evaluates all bids and informs the bidder that sale will not be made to the bidder.

8. City National Bank of West Virginia, beneficiary under the Deed of Trust, reserves the right to bid for and purchase the Subject Property.

9. Additional terms of sale may be announced prior to the sale.

Any and all inquiries regarding this Notice and the sale contemplated herein may be directed to: Michael J. Funk, successor Trustee, Steptoe & Johnson PLLC, 1250 Edwin Miller Boulevard, Martinsburg, West Virginia 25404; Telephone: 304-262-3522; Facsimile: 304-933-8789.

DATED this 13th day of November, 2015.



Michael J. Funk, successor Trustee