

## NOTICE OF SUBSTITUTE TRUSTEE'S SALE

Notice is hereby given that default having occurred in the payment of a certain indebtedness secured by a Deed of Trust dated July 5, 2005, between Santos Henriquez and Land Title Insurance Corporation, Trustee, recorded in the Office of the Clerk of the Commission, Jefferson County, West Virginia in Deed of Trust Book No. 1451 at Page 416, which Deed of Trust authorizes the beneficiary to remove, substitute, or add a Trustee, at its option, and the beneficiary having exercised its option and substituted Krystal Cook, Connie Kesner, and Tressia Blevins as its Trustees, to act in the enforcement of said Deed of Trust in person, and the undersigned Substitute Trustees having been requested by the beneficial owner of said indebtedness to enforce said Deed of Trust, will sell at a public auction to the highest bidder, the following hereinafter described real estate on:

**MONDAY, NOVEMBER 16, 2009 AT 2:00PM  
IN FRONT OF THE JEFFERSON COUNTY COURTHOUSE  
CHARLES TOWN, WEST VIRGINIA**

Situate in City of Charles Town, Jefferson County, West Virginia, more particularly described as follows:

All that certain lot or parcel of real estate situate in the Crosswinds Subdivision in the City of Charles Town, Jefferson County, West Virginia, and being more particularly bounded and described as follows:

Being all of Lot 50 as the same is designated and described on a plat of Crosswinds IV made by Appalachian Surveys of WV, LLC, dated May 2000, said plat being recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 18 at Page 42, et seq.

BEING the same real estate conveyed unto Santos Henriquez by Dan Ryan Builders, Inc., by deed dated May 14, 2002, recorded, in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 960, at Page 449.

**PROPERTY ADDRESS: 22 Southwinds Drive, Charles Town, WV 25414**

Property is sold subject to prior trusts, encumbrances, restrictions and easements of records, if any. The property is sold subject to an accurate survey at purchaser's expense.

**FEDERAL TAX LIEN:** In the event that there are Federal Tax Liens against the property, the United States would have the right to redeem the property within a period of 120 days from the date of such sale or the period allowable for redemption under local law, whichever is longer.

**TERMS OF SALE:** A deposit of \$27,000.00 by certified check or cashier's check at sale made payable to Mancini & Associates, the balance in cash or by certified check at closing. Certified funds must be presented to Trustee for inspection at start of sale in order to be qualified to bid. Conveyance will be by Special Warranty Deed subject to all easements, covenants, rights-of-way, conditions and restrictions of record. The property is sold in "as is" condition. The beneficial owner of the Deed of Trust does not make any representations or warranties as to the physical condition of the property. Any and all legal procedural requirements to obtain physical possession of the premises after the closing are the responsibility of the purchaser. Risk of loss or damage will be purchasers from and after the foreclosure sale. All taxes and utility charges will be the responsibility of the purchaser. All settlement fees, costs of conveyance, examination of title, recording charges, and transfer taxes are at the expense of the purchaser. The purchaser will be required to complete settlement within 30 days of the date of the sale, failing which the deposit made will be forfeit and the property resold at the risk and expense of the purchaser. Trustee makes no representations regarding state of title. If Trustee cannot convey insurable or marketable title, purchaser's sole remedy is a return of deposit. The Trustee reserves the right to continue sale of the subject property from time to time by oral proclamation, which continuation shall be in the sole discretion of the Trustee.

Connie Kesner, Substitute Trustee  
Mancini & Associates  
201A Fairview Drive  
Monaca, PA 15061  
Phone (724) 728-1020  
Fax (724) 728-4239