

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 November 11, 2004, between Alcedes Abrego-Gonzales and Osmar Abrego-Gonzales and Charles B. Howard, Esq., Trustee, recorded in the Office of the Clerk of the Commission, Jefferson County, West Virginia in Deed of Trust Book No. 1370 at Page 81, 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**

Being all of Lot 52 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.

PROPERTY ADDRESS: 57 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 \$24,000.00 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

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 June 15, 2006, between John D. Gedney, Jr. and Fidelity National Title Insurance Co., Trustee, recorded in the Office of the Clerk of the Commission, Jefferson County, West Virginia in Deed of Trust Book No. 1561 at Page 00567, 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
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CHARLES TOWN, WEST VIRGINIA**

All the following described real estate, together, with the improvements thereon, situate, lying and being in Middleway District, Jefferson County, West Virginia, and being more particularly bounded and described as follows:

Lot No. 7, In Section 4, Hidden River Farm, with all improvements thereon and appurtenances thereto belonging as shown on a plat of Hidden River Farm, Section 4, made by Richard U. Goode, C.L.S., dated April 11, 1969, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book No. 1, page 27, containing 1.075 acres, more or less.

AND BEING the same real estate conveyed to John D. Gedney, Jr. by Gracie Mews, LLC, by Deed dated the 15th day of June, 2006, and to be recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, prior to this Deed of Trust.

AND FURTHER BEING the same real estate conveyed to Gracie Mews, LLC from R. Vance Golden, III, Trustee, by Trustees Deed dated the 9th day of January, 2006, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 1021, at page 81.

This conveyance is made subject to, however, all those reservations, restrictions, easements and other matters of record, and more particularly those covenants recorded in the aforesaid Clerk's Office in Deed Book 357, at page 556.

This conveyance is made subject to and together with any other covenants, conditions, agreements, easements, rights, right-of-way and/or restrictions of record and in existence.

PROPERTY ADDRESS: 228 Whispering Echos Drive Kearneysville, WV 25430

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 \$15,000.00 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.

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