

**SUBSTITUTE TRUSTEE'S SALE OF
2232 BERRYVILLE PIKE
WINCHESTER, VIRGINIA 22603**

In execution of a certain Deed of Trust and Security Agreement dated August 31, 2015, in the principal amount of Fifty Thousand Dollars (\$50,000.00), with interest thereon, from John D. Orndorff recorded in the Clerk's Office for the County of Frederick, Virginia, as Instrument No. 150008533, default having occurred in the payment of the indebtedness thereby secured, at the request of the holder of said Note, the undersigned Substitute Trustee will offer for sale at public auction in the front of the building housing the Circuit Court of the County of Frederick, Virginia, located at 5 North Kent Street, Winchester, Virginia 22601, on April 4, 2017, at 10:00 a.m., the property described in said deed of trust, located at the above address, with improvements, thereon and more particularly described as follows:

All of that certain lot or parcel of land, situate in Shawnee Magisterial District, Frederick County, Virginia, consisting of 6,729 square feet, as more particularly described on the plat of survey of Elliott Richie, Jr., dated November 26, 1993, attached to a Deed recorded November 3, 1994 in Deed Book 829, at Page 1598 among the land records of Frederick County, Virginia.

AND BEING the same property conveyed to John D. Orndorff, Single, from Harvey M. Boyd, Jr., Executor of the Estate of Lottie Virginia Boyd, deceased, by virtue of a Deed dated November 3, 1994, and recorded November 3, 1994, in Deed Book 829, Page 1598, among the land records of Frederick County, Virginia.

TERMS OF SALE: Neither the Substitute Trustee nor the holder of the note secured by the deed of trust will deliver possession of the property to the successful bidder. The purchaser at the sale will be required to pay all closing costs. Real Estate taxes, water and sewer fees and other public charges will be prorated as of the date of sale. The risk of loss or damage to the property passes to the purchaser immediately upon the conclusion of the Substitute Trustee's sale.

TERMS: CASH or certified funds. A bidder's deposit of 10% of the outstanding principal balance or 10% of the successful bid, whichever is lower, will be required with the balance of the sale price to be paid within 15 days at the office of the Substitute Trustee. Time is of the essence as to the closing date and the payment of the purchase price. If payment of the balance does not occur within fifteen days of the sale date, the deposit will be forfeited. Seller shall not be responsible for any costs incurred by the purchaser in connection with their purchase or settlement, including, without limitation, state and local recording fees, title insurance or research, or any other costs of purchaser's acquisition. Trustee shall have no duty to obtain possession for purchaser. The property and the improvements thereon will be sold "AS IS" and without representation or warranties of any kind. The sale is subject to all liens, encumbrances, condition, easements and restrictions, if any, superior to the aforementioned deed of trust and lawfully affecting the property. Sale is subject to post-sale confirmation that the property is not subject to any order or stay of any United States Bankruptcy Court. In such event, or in the event of default by the Substitute Trustee, the sole remedy of the Purchaser, in law or equity, shall be the return of the Purchaser's deposit without interest. Additional terms to be announced at the sale. Pursuant to the Federal Fair Debt Collection Practices Act, we advise you that this firm is a debt collector and any information obtained will be used for that purpose.

The Substitute Trustee is:

George LeRoy Moran, Esquire
Moran Law, P. L. C.

4041 University Drive, Suite 301
Fairfax, Virginia 22030

Telephone: (703) 359-8088

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For additional information contact Mark S. Albanese, Esquire, at (703) 385-8880.