

# **NOTICE OF SUBSTITUTE** **TRUSTEE'S SALE**

1355 North Independence Drive,  
Montross, Virginia 22520

In execution of a Credit Line Deed of Trust, Security Agreement and Fixture Filing with Assignment of Leases and Rents (Including Future Advances) pledged as partial security for a Note in the original principal amount of \$1,669,850.00, dated March 18, 2020 and recorded in the Clerk's Office of the Circuit Court of Westmoreland County, Virginia at book 929, page 1182, default having been made in the payment of the Note thereby secured and at the request of the holder of said Note, the undersigned Substitute Trustee will offer for sale at public auction at the entrance to the Westmoreland County Circuit Court on June 15, 2023 at 10:01 A.M. the property described in said deed, located at the above address and briefly described as:

**Address: 1355 North Independence Drive,  
Montross, Virginia 22520**  
**Tax Map #: 22C-181**

**All that certain lot or parcel of land situate in Montross Magisterial District of Westmoreland County, Virginia, and designated as Lot 181 in KING'S GRANT BLUFFS, as shown and described by metes and bounds on a plat survey of ' subdivision made by John C. Mackie, C.L.S., dated May 20, 1969, and recorded in the Clerk's Office of the Circuit Court of Westmoreland County, Virginia, in Plat Book #1 at page 70, reference being here made to said plat for a more particular description of the land hereby conveyed.**

The property is sold "AS IS", WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, AND SUBJECT TO conditions, restrictions, reservations, easements, rights of way, and all other matters of record taking priority over the Deed of Trust to be announced at the time of sale. The Noteholder reserves the right to bid at the sale.

**TERMS OF SALE:** Cash. A deposit of 10% of the sales price, cash or certified check will be required at the time of sale, with settlement within fourteen (14) days from the date of sale. Sale is subject to post sale confirmation that the borrower did not file for protection under the U.S. Bankruptcy Code prior to the sale, as well as to post-sale confirmation of the status of the loan with the Noteholder or loan servicer including, but not limited to, determination of whether the borrower entered into any repayment agreement, reinstated or paid off the loan prior to the sale. In any such event, the sale shall be null and void, and the Purchaser's sole remedy, in law or equity, shall be the return of his deposit without interest. Additional terms may be announced at the time of sale.

Gemini Trustees, LLC, Substitute Trustee.  
**FOR INFORMATION CONTACT:** Parker, Simon & Kokolis, LLC, 10400 Eaton Place, Fairfax, VA 22030, (301) 656-5775.