

**NOTICE OF TRUSTEE'S SALE OF**  
**VALUABLE PROPERTY**  
**150 MARPLE ROAD,**  
**WINCHESTER, VIRGINIA 22603**

In execution of that certain Credit Line Deed of Trust dated July 30, 2009, executed by Ellen G. Dellinger and Kasey Dellinger Strosnider given to secure the maximum aggregate principal amount of \$80,000.00, of record in the Clerk's Office of the Circuit Court of Frederick County, Virginia as Instrument No. 090008620, the undersigned Substitute Trustee will offer for sale at public auction the following described property, to-wit:

All those certain lots or parcels of land lying and being situate on the Western side of Virginia Secondary Highway No. 654, at Nain, about five (5) miles Northwest of Winchester, in Gainesboro Magisterial District (formerly Stonewall Magisterial District), Frederick County, Virginia, designated as Lot Nos. 4 and 5 on the plat of the Charles E. Brown Land, of record in the County Clerk's Office of Frederick County, Virginia, in Deed Book 205, at Page 397. AND BEING the same property conveyed to Ellen G. Dellinger and Kasey Dellinger Strosnider by Deed dated June 24, 2009, recorded as Instrument Number 090007027 in the aforesaid Clerk's Office.

**Street Address: 150 Marple Road, Winchester, Virginia 22603**  
**Tax Map No.: 42-A-16**

This property is sold subject to the conditions, rights of way, easements, restrictions and reservations contained in the deeds forming the chain of title to this property AND SUBJECT TO REAL ESTATE TAXES FOR 2021 ACCRUING SUBSEQUENT TO DATE OF SALE.

**TERMS OF SALE:** All cash. Purchaser shall pay for all recording charges, including State Grantor Tax, Revenue Tax, settlement fees and all costs of conveyancing, which will be by Special Warranty Deed. A deposit of \$5,000.00 or ten percent (10%) of the successful bid amount, whichever is lesser, by certified check or approved check will be required of successful bidder at the time of sale, and settlement in full shall be made within twenty (20) days from the date of sale at the offices of the Substitute Trustee. Time is of the essence as to matters of closing. At settlement, the balance of the purchase price, over and above the retained deposit, will be due in cash or equivalent immediately available funds; otherwise, the Substitute Trustee reserves the right to forfeit the deposit and apply the same first to the expenses of sale and the balance, if any, on the Note secured by aforesaid Deed of Trust, and re-advertise and sell the property at the risk and cost of the defaulting purchaser; or without forfeiting the deposit, the Substitute Trustee may avail himself of any legal or equitable rights against the defaulting purchaser. The sale is subject to filed and unfiled mechanic's liens having priority over the Deed of Trust and other applicable senior liens and encumbrances, if any, affecting the property and all covenants, conditions, restrictions, rights-of-way, easements, declarations and reservations, if any, contained in the deeds and any other documents forming the chain of title thereto.

THE SUBSTITUTE TRUSTEE RESERVES THE RIGHT: (i) to waive the deposit requirement; (ii) to require prospective purchasers to display their deposit prior to being permitted to bid; (iii) to extend the period of time within which the purchaser is to make full settlement; (iv) to withdraw the property from sale at any time prior to the termination of the bidding; (v) to keep the bidding open for any length of time; (vi) to reject all bids; and (vii) to postpone or set over the date of sale. In the event the Substitute Trustee deems it best for any reason to postpone or continue this sale from time to time, such notices of postponement or setting over will be advertised in accordance with applicable law. Notice of this sale, as required by Section 55.1-321 of the Code of Virginia, as amended, has been given.

The subject property will be sold in "AS IS - WHERE IS" and "WITH ALL FAULTS" condition, without any warranty of any kind whatsoever. No warranty or assurance of any kind whatsoever shall be given as to matters of zoning, restrictions, development potential, environmental status, or any other matter concerning the use, condition or status of said property. Successful bidder will be responsible for any risk of loss, damage, vandalism, theft, destruction, etc., of the subject property occurring subsequent to the date of sale.

In the event that the Property is lawfully or unlawfully occupied at the time of the sale, the Purchaser shall have the responsibility, and bear the cost, to obtain possession of such Property.

**PLACE OF SALE:** On the steps in front of the Frederick County/ Winchester Joint Judicial Center, 5 North Kent Street, Winchester, Virginia 22601 (Kent Street Side).

**DATE OF SALE:** June 16, 2021

**TIME OF SALE:** 10:30 a.m.

Michael L. Bryan, Trustee  
116 South Braddock Street  
Winchester, Virginia 22601  
Telephone: 540/545-4130

**FOR INFORMATION, CONTACT THE UNDERSIGNED:**

James S. George, II,  
Senior Vice President  
Bank of Clarke County  
202 North Loudoun Street  
Winchester, Virginia 22601  
Phone: 540/545-4937

Valera Belcher,  
Collection Officer  
Bank of Clarke County  
202 North Loudoun Street  
Winchester, Virginia 22601  
Phone: 540/545-4931