

NOTICE OF TRUSTEE'S SALE

Notice is hereby given by the undersigned Substitute Trustee, in accordance with the provisions of that certain Deed of Trust made by Jose J. Avelar to D. Frank Hill, Trustee, dated October 19, 2005, of record in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed of Trust Book 1488, at page 376 (the "Deed of Trust") to secure Premier Bank, in the maximum aggregate amount of \$90,000.00. United Bank, Inc., successor to Premier Bank, appointed Stephen M. Mathias to serve as Substitute Trustee, by a Substitution of Trustee dated December 19, 2011, of record in the said Clerk's office in Deed of Trust Book 1102, at page 637. Jose J. Avelar has defaulted under the terms of the Deed of Trust and the Note, and as requested by United Bank, Inc., the holder and owner of the Note secured by the Deed of Trust, the undersigned Substitute Trustee will sell at public auction on the 23rd day of February 2012 at 11:00 a.m. EST, at the front door of the Jefferson County Courthouse in Charles Town, West Virginia, the following described real property located in Shepherdstown Corporation, Jefferson County, West Virginia, and more particularly described as follows:

ALL that certain lot or parcel of real estate, with improvements thereon and appurtenances thereunto belonging, situate, lying and being in the Shepherdstown District, Jefferson County, West Virginia, and more particularly described as follows:

BEING all of Lot 1-I, containing 2.12 acres, as shown on a plat entitled "Plat of Merger" made by Peter H. Lorenzen, dated September 19, 2005. TOGETHER WITH a 30' access easement as shown on the aforesaid plat.

TERMS OF SALE

Said property will be sold for cash in hand on date of sale by auction to the highest bidder on the following terms: Ten percent (10%) cash on date of sale and the balance due within thirty (30) days. The sale shall be further subject to the following:

1. Real estate taxes delinquent, due or payable or to become due and payable;
2. Any statutory lien or liens that may affect the property; and

3. All covenants, conditions, restrictions, reservations, easements and rights-of-way of record in the chain of title to the property, or which may be visible from a physical inspection.

4. The above property will be sold "AS IS, WHERE IS," in the present condition and with all faults and defects, if any, and without any warranty or representation, express or implied.

5. The undersigned Trustee expressly reserves the right to reject any and all bids and may adjourn the sale from time to time without notice other than oral proclamation at the time and place appointed for the sale or by posting of a notice of same. Such adjournment may be for a period of time deemed expedient by the beneficial owner and shall not be construed to be a waiver to make said foreclosure.

6. Any inquiries regarding this sale may be directed to Stephen M. Mathias, Substitute Trustee, 101 S. Queen Street, Martinsburg, West Virginia, 25401, Telephone: (304) 263-0836.

DATED this 18th day of January, 2012.



Stephen M. Mathias, Substitute Trustee