

NOTICE OF SALE OF VALUABLE REAL ESTATE BY SUBSTITUTE TRUSTEE

Notice is hereby given that default has occurred in the payment of an indebtedness secured by a Deed of Trust dated May 20, 2004, between Yvonne M. Van Westenberg, Borrower, and John C. Skinner, Jr., Trustee, recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia on May 25, 2004, in Deed of Trust Book 1313, at Page 73, and which Deed of Trust authorizes the Lender to substitute a Trustee, at its option, and the Lender having appointed EP Trust Services as Substitute Trustee, by Substitution of Trustee recorded in the aforesaid Clerk's Office in Deed Book 1102, at Page 724, and the undersigned Substitute Trustee having been requested by the owner and holder of the said indebtedness to enforce the Deed of Trust, will offer for sale at public auction at the front door of the Courthouse of Jefferson County, at 100 East Washington Street, Charles Town, West Virginia, on **Friday, February 17, 2012, at 10:00 o'clock a.m.**, all those certain tracts or parcels of real estate situate in the City of Ranson, Jefferson County, West Virginia, more particularly described as follows:

Lots 35, 36, 37, 38 and 39, all in Block 131, in the City of Ranson, Jefferson County, West Virginia, as said lots are described on a plat of the lands of the Charles Town Mining, Manufacturing and Improvement Company of record in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book X, at Page 1, to which said plat reference is hereby made for a more complete and accurate description by metes and bounds of the parcel hereby conveyed.

AND BEING the same real estate which was conveyed to Martin M. Van Westenberg and Yvonne M. Van Westenberg (then known as Yvonne M. Carper), from Joseph J. Kendall and Margaret O. Kendall, husband and wife, by deed dated April 25, 1990, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 656, at Page 648. The said Martin W. Van Westenberg died September 17, 1993, whereupon full fee simple title vested in the said Yvonne M. Van Westenberg pursuant to the survivorship provisions contained in the aforesaid deed.

TERMS OF SALE: All cash; 10% on day of sale in cash, certified or cashier's check may be required of bidder(s) other than the party secured by the referenced Deed of Trust, before a bid is received and accepted, to be refunded to the bidder unless the property is sold to him or her. Settlement in 30 days. If the purchaser cannot or does not comply with the terms of the sale, or fails to settle within 30 days, the Substitute Trustee(s) may consider the deposit forfeited and readvertise and sell the property at the risk and cost of the defaulting purchaser, or, without forfeiting the deposit, avail themselves of any legal or equitable rights against the defaulting purchaser. If the Substitute Trustee(s) cannot or do not comply with or complete the terms of the sale, the purchaser's sole remedy shall be limited to the return of any deposit. By bidding, the purchaser agrees that purchaser is not entitled to any legal or equitable remedy in the event the Substitute Trustee(s) did not have the right to sell. The balance of the purchase price shall be due in cash, certified check or wire transfer at settlement. All costs of conveying, examination of title, recording and transfer taxes and settlement fees shall be at the cost of the purchaser. Neither the Substitute Trustee(s) nor the secured party assumes any obligation to deliver possession of the property. The Substitute Trustee(s) reserve the right to postpone or adjourn the sale for any reason. Further terms may be announced at the sale. The deed from the Substitute Trustee(s) will be subject to any liens for any

unpaid real estate taxes, water rents and sewer charges, utility line easements, rights of way, restrictive covenants of record, and matters appearing among the land records and/or upon inspection of the property. The Substitute Trustee(s) will deliver to the purchaser a Trustee's Deed conveying the real estate sold, but will be without covenant or warranty expressed or implied. This is a buyer beware sale and any buyer is advised to retain counsel before the sale. No representations concerning the status of title, leases, occupancy, zoning, physical or environmental conditions, access and/or availability of utilities are made either by the Substitute Trustee(s) or the secured party. The party secured by the Deed of Trust reserves the right to purchase the property at such sale.

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.

Pursuant to the Deed of Trust, the Trustee may postpone the sale by public announcement at the time and place designated or by posting a notice of the same, and act by agent in the execution of the sale.

EP Trust Services, SUBSTITUTE, TRUSTEE
115 E. Washington Street
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To Be Published:

February 1, 2012
February 8, 2012
February 15, 2012