NEWPORT NEWS

**NOTICE OF TRUSTEE'S SALE**

**230 Nat Turner Boulevard, Unit 2000, Newport News, Virginia 23606**

In execution of that certain deed of trust in the original principal amount of $281,451.79 dated August 14, 2006 and recorded among the land records of the City of Newport News, Virginia, in Deed Book 2166, Page 1292-1307 and subsequent modifications or re-recordings, if any, as amended by an instrument appointing the undersigned as Substituted Trustee, default having been made in the payment of the indebtedness thereby secured and having been requested to do so by the holder of the note evidencing the said indebtedness, the undersigned Substituted Trustee will offer for sale at public auction in front of the Newport News City Circuit Court, 2500 Washington Avenue, Newport News, Virginia, on:

**April 15, 2014 @ 02:45 PM**

The property described in said deed of trust located at the above street address, and more particularly described as:

All that certain condominium unit created by and described and designated as Unit 2000 under that certain "DECLARATION OF CONDOMINIUM THE TURNER BUILDING, A CONDOMINIUM" (the "Declaration") dated May 16, 2006, and recorded in the Clerk`s Office of the Circuit Court for the City of Newport News, Virginia, on May 25, 2006, in Deed Book 2139, page 1585, as subsequently amended, to which Declaration, its Exhibits and Amendments reference is hereby made for a more particular description. The Unit is conveyed with all rights as a Unit Owner under the Declaration including, but not limited to, the undivided interest as the Owner of Unit 2000 of 1.7972% as set forth on Exhibit B to the above referenced Amendment.

SUBJECT to the rights and obligations of a Unit Owner under the Declaration and the rights and obligations of an owner under the Declaration of Port Warwick, as amended, dated September 7, 2001 and recorded in the aforesaid Clerk`s Office in Deed Book 1671, page 599.

TOGETHER WITH the right of ingress/egress from and to the Unit over, upon and across the Common Elements of the Condominium and the right to use the Common Elements in the common with the Declarant, Turner Associates, LLC, The Turner Building Owners Association, Inc., and all other Unit Owners as provided for in the Declaration, and together with, all and singular the buildings and improvements constituting the Condominium, the tenements, hereditaments thereunto belonging or appertaining.

TERMS OF SALE: Cash or certified funds. A non-refundable deposit of ten percent (10%) of the successful bid price, payable in cash or by certified or cashier's check to the undersigned will be required of the successful bidder at time of sale. Terms of sale to be complied with within 14 days from date of sale or deposit will be forfeit and property will be resold at costs of defaulting purchaser. All real estate taxes to be adjusted as of date of sale. 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. The property and the improvements thereon will be sold as is, without representations or warranties of any kind. The sale is subject to all other liens, encumbrances, conditions, easements and restrictions, if any, superior to the aforesaid deed of trust and lawfully affecting the property. Trustee shall have no duty to obtain possession for purchaser. All risks of casualty pass to successful bidder at conclusion of bidding. 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 and audit of the status of the loan with the loan servicer including, but not limited to, determination of whether the borrower(s) 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 the Purchaser's deposit without interest. Additional terms to be announced at the sale.

FOR INFORMATION CONTACT:

Wittstadt Title & Escrow Company, LLC

22375 Broderick Drive, Suite 260

Dulles, VA 20166

(410) 284-9600 or toll free 1-866-503-4930 M-F

Between 8:30AM - 5 P.M.

http://foreclosure.closingsource.net

(VA-96001778-13)