14011

BOOK 35 PAGE 2

NO 25,199 EQUITY
Foreclosure Deed of Trust

LIBER 711 PAGE 128 Filed Nov.6,1974

# Jim Walter Corporation - Deed of Trust - Maryland

No. 209625 Recorded September 14, 1964 at 10:20 A.M.

THIS DEED made this 4th day of September, 1964, by and between Gene S. Fogle and Bernnest A. Fogle his wife, parties of the first part and J. H. Kelly and J. L. Moore, Trustees, parties of the second part:

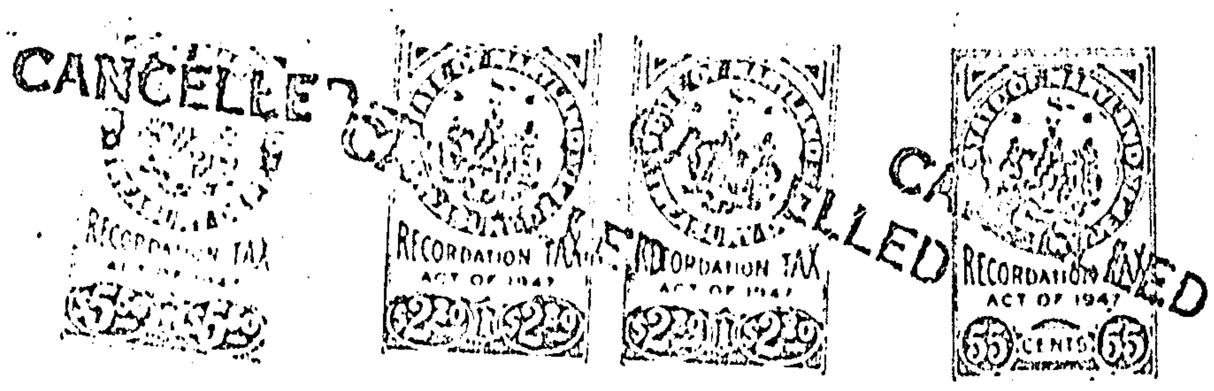
WHEREAS, the parties of the first part are justly indebted unto Jim Walter Corporation in the full and just sum of Nine Thousand Five Hundred Sixty One and 60/100 for which said sum the said parties of the first part have made, executed and delivered their promissory note of even date herewith payable to the order of Jim Walter Corporation, Tampa, Florida, on or before Oct. 15, 1976 (12) years after date in equal monthly instalments of Sixty Six and 40/100 each, beginning on November 15, 1964, with interest from maturity at the rate of Six Percent (6%) per annum. Said note is payable at P. O. Box No. 9128, Tampa, Florida, or at such other place as the said Jim Walter Corporation, its successors or assigns, may designate in writing from time to time. Said note provides that in the event of the default in payment of any instalment for a period of Thirty (30) days or in the event of breach of any covenant in this Deed of Trust the holder of the note may at its option declare all the remainder of said debt due and collectible.

AND WHEREAS, the parties of the first part desire to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said parties of the second part or any trustee or trustees substituted as hereinafter provided, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and all money which may be advanced as provided herein, with interest on all such costs and advances from the date hereof.

NOW THEREFORE, THIS INDENTURE WITNESSETH, that the parties of the first part, in consideration of the premises, and of One Dollar ($1.00), lawful money of the United States of America, to them in hand paid by the parties of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowldged, have granted and conveyed, and do hereby grant and convey unto the parties of the second part in fee simple, the following described land and premises, situate in the County of Frederick, State of Maryland, more particularly described as follows:

Beginning at a marker planted at the North East Corner of the Grantor's Property, along the Whiskey Springs Road, and running in a Southerly direction along said road for a distance of 100 feet, more or less, to a marker, thence in a Westerly direction for a distance of 200 feet, more or less, to a marker, thence in a Northerly direction parallel to the first line for a distance of 100 feet, mor or less to a marker, thence in a Easterly direction 200 feet more or less, to the place of Beginning.

For further reference see Deed book 681, page 223.




The parties hereto agree that all the buildings, walks, fences, shrubbery, driveways, improvements and fixtures of every kind, including stoves, refrigerators, ranges, cabinets, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screens, blinds, doors, hardware, wires, switches, electric fixtures, bells, insulations, and all other water, plumbing, ventilating and heating equipment, including stokers, oil burners, tanks, air conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed, and shall be deemed, together with all rentals, income, issues, and profits that may accrue from said premises or any part thereof, part of the security for the indebtedness herein mentioned, and shall be covered by this deed of trust.

TO HAVE AND TO HOLD the above described property to the said Trustees, and their successors in trust forever, together with all the appurtenances, hereditaments, improvements, fixtures, rights, privileges, and easements thereto belonging or in anywise appertaining, and all the estate, right, title, interest and claim, either at law or in equity, or otherwise however, of parties of first part, of, in, to or out of the same.

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said parties of the first part, their heirs and assigns, to use and occupy the said described land and premises, and the rents, issues, and profits thereof, to take, have, and apply to and for their sole use and benefit, until default be made in the payment of said promissory note hereby secured or any installment of interest thereon, when and as the same shall become due and payable, or any proper cost or expense in and about the same as hereinafter provided.

AND, upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions and expenses, at any time before the sale hereinafter unto the said parties of the first part, their heirs and assigns provided for to release and reconvey the said described premises at their cost.

AND UPON THIS FURTHER TRUST, upon any default or failure being made in the payment of said note or of any instalment of principal or interest thereon, when and as the same shall become due and payable, or upon default being made in the payment, after demand therefor, of any money advanced as herein provided for, or of any proper cost, charge, commission, or expense in and about the same, then and at any time thereafter the said parties of the second part or the survivor or any trustee or trustees substituted as hereinafter provided, acting in the execution of this trust shall have the