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10007

FOR RECORD Nov. 9 1973 AT 2:21 O'CLK P M SAME DAY RECORDED & EX'D PER ELLIS C. WACHTER, CLK.

LAKE LINGANORE
at Eaglehead

Deed of Trust

THIS PURCHASE MONEY DEED OF TRUST made and delivered this 29th day of October, 1973 by and between Limited Partnership Properties

hereinafter referred to as "GRANTOR"; and J. WILLIAM BROSIUS, a resident of Montgomery County, Maryland and JAMES McSHERRY, a resident of Frederick, Maryland, Trustees. The beneficiary may substitute Trustees by recording a certificate of such appointment in the Land Records of Frederick County, Maryland.

$ 14040.00	Unpaid Principal Balance
$ 9126.00	Interest
$ 23166.00	Note Amount

Witnesseth:

Receipt No. 329736

WHEREAS, Grantor is justly indebted to LINGANORE CORPORATION, a Maryland corporation, in the full sum of Twenty-three thousand one hundred sixty-six and no/100 Dollars ($ 23166.00), as evidenced by one certain negotiable promissory note of even date herewith, payable to the order of LINGANORE CORPORATION at such place as the holder thereof may designate; and whereas said note provides that payments on the principal sum shall be payable in monthly installments of $ 193.05 each on the first day of each and every month commencing January, 1974, and continuing until December, 1983, when the remaining unpaid balance of said indebtedness shall be due and payable in full.

AND WHEREAS, said note which waives the benefit of Homestead Exemption provides, among other things, that the makers have the privilege of prepaying at any time all or part of the principal balance remaining due and unpaid, without penalty or premium of any kind, and provides further that upon failure to perform or comply with any of the terms and conditions thereof or any of the covenants and conditions in this deed of trust, then and in any or all of such events, the holder of the said note shall have the right to declare the entire unpaid balance of the indebtedness, together with all charges, expenses, advances and attorney's fees, immediately due and payable.

AND WHEREAS, the intent of this instrument is to secure the punctual and full repayment of said indebtedness, and all charges, expenses, advances and attorney's fees provided for in said note and/or in this instrument.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: that in consideration of the premises and the sum of Ten Dollars ($10.00), the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey in fee simple unto the said Trustees, any one of whom may act alone in the premises, the following land and premises situate in Frederick County, State of Maryland, being more particularly described as follows:

LOT 269, SECTION Aspen, Plat 1, EAGLEHEAD, as the same appears duly dedicated, platted and recorded among the Land Records of Frederick County, Maryland in
Plat Book 9, folio 65.
AND BEING that same property conveyed to the Grantor herein by deed intended to be recorded immediately prior hereto, this Deed of Trust being given to secure a portion of the purchase money.

Together with all improvements, ways, easements, rights, privileges and appurtenances to the same belonging or in any wise appertaining, and all of the estate, right, title, interest and claims, either at law or in equity, or otherwise however, of, in, to, or out of the said land and premises, and all, each and every of the interior improvements and fixtures, movable or immovable, of every kind and description in and upon said premises or which may hereafter be placed in or upon the same or used in connection therewith (expressly including all plumbing, boilers, hot water heaters, heating and lighting apparatus, elevators, screens, ventilating or air conditioning systems, awnings, window shades, gas ranges, electric ranges, mechanical refrigeration, dishwashers, disposals, mantels and linoleum, now owned or which may hereafter be owned by the Grantor, in and upon said premises, or which may hereafter be placed in or upon the same, including but not limited to any equity which may be acquired by the said Grantor in any such equipment as a result of the making of installment payments on account of the purchase of the same); it being understood and agreed between the parties hereto or anyone claiming by, through or under them, that the words "land and premises" wherever they occur in these presents shall be deemed to include all of the improvements, fixtures and personal property above mentioned and conveyed.

To have and to hold the said property and improvements unto the Trustees, _____

In Trust, to secure to the holder of the herein described indebtedness, payment thereof, and to permit the Grantor to use and occupy the said described land and premises and take the rents, issues and profits thereof to his own use until default in the performance of or compliance with any of the terms and conditions in the note secured hereby or any of the covenants and conditions contained herein, whereupon the entire indebtedness secured hereby shall become immediately due and payable at the option of the holder thereof.

And upon the full repayment of all of said indebtedness, and all monies advanced or expended as herein provided, and all other proper costs, attorney's fees, charges, commissions, half commissions and expenses incurred at any time before the sale hereinafter provided for, the said Trustees shall release and reconvey the said land and premises unto the Grantor at his cost.

Exhibit
Filed September 24, 1975

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