

Washed to
Co. Fed. Sav. & Loan
9-14-78

(2) 1090 422

9423

Rec'd for Record Aug 30 1978 At 2:38 O'clk P.M Same Day Recorded & Ex'd per Charles C. Keller, CLK

Deed of Trust

This Deed of Trust is made this 30th day of August, 19 78, among the Trustor, Mark II Building Corporation, a body corporate of the State of Maryland (herein "Borrower"), and, Robert N. Reeves and Robert K. Maddox (herein "Trustees"), and the Beneficiary, COUNTY FEDERAL SAVINGS AND LOAN ASSOCIATION OF ROCKVILLE, a corporation organized and existing under the laws of the United States of America, whose address is 116 Commerce Lane, Rockville, Maryland 20850 (herein "Lender"), WITNESSETH

WHEREAS the said Borrowers hereto are justly indebted unto COUNTY FEDERAL SAVINGS AND LOAN ASSOCIATION OF ROCKVILLE in the principal sum of THREE HUNDRED SEVENTY ONE THOUSAND TWO HUNDRED Dollars (\$ 371,200.00) for which amount they have made, executed and delivered their one certain joint and several promissory note, bearing even date herewith and bearing interest at the rate set forth in said note, said principal and interest payable in monthly installments AS FOLLOWS: (See Note Below)* ~~XXXXXXXXXXXXXXXXXXXX~~ ~~XXXXXXXXXXXXXXXXXXXX~~ on the same day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the _____ day of _____, said payments when so made to be applied first to the payment of the interest on the amount of principal remaining unpaid and the balance thereof credited to the principal; and

WHEREAS, the said COUNTY FEDERAL SAVINGS AND LOAN ASSOCIATION OF ROCKVILLE for its account and the Borrower desire to secure (a) 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 Trustees or substituted Trustees, or by any person hereby secured, on account of any disputed matter or any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest as appears in said note on all such costs and advances from the date thereof; and (b) the performance of the covenants and agreements of the Borrowers herein contained.

NOW THEREFORE, THIS INDENTURE WITNESSETH, that the Borrowers, in consideration of the premises, and of one dollar lawful money of the United States of America to them in hand paid by the Trustees, the receipt of which before the sealing and delivery of these presents is hereby acknowledged have granted and conveyed and do hereby grant and convey unto the Trustees upon the following trusts the following described land and premises, situate in the County of Frederick Frederick City, State of Maryland, known and distinguished as:

*INTEREST ONLY ON FUNDS ADVANCED PURSUANT TO A BUILDING LOAN AGREEMENT DATED: August 15, 1978

Lots 4,5,6,7,8,9,10,11,12 and 13, Section VII in the subdivision known as CARROLLTON as shown on a plat thereof recorded in Plat Book 17, folio 84 among the Land Records of Frederick County, Maryland.

BEING all of that real estate conveyed unto the Grantor herein by deed of even date and recorded among the Land Records of Frederick County just prior hereto.

Provided no default exists in the terms of this Deed of Trust, said notes, or the Building Loan Agreement referred to herein, the Grantor shall be entitled to demand and receive releases of individual lots upon the payment of such sums as are advanced for each lot, together with accrued interest thereon to date of such payments and the cost of the preparation and execution of the releases; provided, however, that neither the acceptance of any such payment nor the issuance of such release shall affect the liability of the Borrower of the lien of this Deed of Trust upon the remainder of the property herein described for the full amount of the indebtedness remaining unpaid.

This Deed of Trust secures ten (10) notes, with separate release provisions as follows:

- Note 1, Lot 4, Section 7, \$ 38,000.00
- Note 2, Lot 5, Section 7, \$ 37,500.00
- Note 3, Lot 6, Section 7, \$ 36,000.00
- Note 4, Lot 7, Section 7, \$ 37,850.00
- Note 5, Lot 8, Section 7, \$ 36,000.00
- Note 6, Lot 9, Section 7, \$ 37,850.00
- Note 7, Lot 10, Section 7, \$ 38,000.00
- Note 8, Lot 11, Section 7, \$ 38,000.00
- Note 9, Lot 12, Section 7, \$ 36,000.00
- Note 10, Lot 13, Section 7, \$ 36,000.00

Recording Fee	<u>16.00</u>
Md. Stamp Tax	<u>1722.60</u>
	<u>\$1738.60</u>

IT IS STIPULATED AND WARRANTED BY THE LENDER AND THE BORROWER THAT THE LOAN HEREBY SECURED IS TRANSACTED SOLELY FOR THE PURPOSE OF CARRYING ON OR ACQUIRING A BUSINESS OR COMMERCIAL INVESTMENT.

together with all the improvements thereon, and all and every the easements, rights, ways, waters and advantages to the same belonging, or thereto in anywise appertaining, and all fixtures now or hereafter attached to or used in connection with the Property including but not limited to those for the purpose of supplying or distributing heating, cooling, electricity, natural gas, water, air and light and including, but not limited to, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, washers, dryers, awnings, screens, blinds, shades, storm windows, storm doors, antennas, attached floor coverings, trees and plants including replacements to all of the foregoing, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of the Borrowers, in, to, or out of the said land and premises; and all of the foregoing, together with said property, are herein referred to as the "Property".

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared, that is to say: IN TRUST to permit said Borrower, or assigns as hereinafter provided, to use and occupy the said described Property, and the rents, issues and profits thereof as hereinafter provided, to take, have, and apply to and for such Borrower's sole use and benefit, until such time when the

Exhibit filed May 22, 1979