

0433

Loan Account # 2298628

Approved No. 29,384 Equity

# DEED OF TRUST

Date \_\_\_\_\_

Rec'd for Record Dec 29 1978 At 3:30 o'clock PM Same Day Recorded & Ex'd per Charles C. Keller, CLK

THIS PURCHASE MONEY DEED OF TRUST is made this 29th day of December, 1978, among the Grantor, MARTY E. WHITTINGTON and VICKI L. WHITTINGTON, his wife (herein "Borrower"), Robert J. Schultze and Raymond A. Brookhart (herein "Trustee"), and the Beneficiary, LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is Charles and Preston Streets, Baltimore, Maryland 21201 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the Brunswick Election District of Frederick County, State of Maryland:

BEING known and designated as Lot Thirteen (13) on a plat entitled "Final Plat, Section Two, Lots No. 5-18, Woodside Station," and recorded among the Plat Records of Frederick County in Plat Book 16, folio 15.

BEING all and the same real estate that was conveyed unto Marty E. Whittington and Vicki L. Whittington, his wife, from The Ryland Group, Inc., a body corporate of the State of Maryland, by deed dated December 18, 1978 and intended to be recorded among the Land Records of Frederick County immediately prior hereto.

DEC 29-78 B 28298 \*\*\*\*\*17.00

which has the address of 225 Tamarack Way Brunswick,  
[Street] [City]  
Maryland 21716 (herein "Property Address");  
[State and Zip Code]

The aforesaid property having been purchased in whole or in part with the sums secured hereby.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated December 29, 1978 (herein "Note"), in the principal sum of FORTY-SIX THOUSAND and 00/100 (\$46,000.00) Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 2008; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend specially the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.