

20.31, 550 Equity 547
#69

Record for Record Feb. 17 1978 At 12:19 P.M. Clerk P.M. Same Day Record & Ex'd per Charles C. Keller, Clerk

DEED OF TRUST

THIS PURCHASE MONEY DEED OF TRUST is made this ^{16th} day of February 1978, among the Grantor, JOHN EDWARD SMITH and MARGARET E. SMITH, his wife, DONALD W. CRAWFORD (herein "Borrower"), First Federal Savings and Loan Association (herein "Trustee"), and the Beneficiary, existing under the laws of the United States of America, a corporation organized and Washington Street, Hagerstown, Maryland 21740, whose address is 100 West (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 County of Frederick, State of Maryland:

All that piece or parcel of land situate, lying and being in Thurmont Election District, Frederick County, Maryland, being more particularly described as follows:

BEGINNING at a point in the center of the State Road leading from Frederick To Thurmont marked by a planted stone on the East side of said road and running thence in the center of said road North 26 degrees East 9.96 perches to a point being also a corner of the lands of the said Ida M. Miller and husband, running thence with their said land South 66 degrees East 22 perches to a planted stone, thence by lands of Samuel Birely South 31 degrees West 7.34 perches to a planted stone, thence North 70 degrees West 8.4 perches North 77 1/2 degrees West 6.4 perches to a planted stone, thence North 70 degrees West 7 perches to the place of beginning, containing 1 acre and 40 square perches of land, more or less.

BEING all and the same real estate conveyed unto Harold E. Ramsburg, from William F. Miller and Kenneth C. Miller, Personal Representatives of the Estate of Ida M. Miller, by deed dated the 7th day of July, 1972, and recorded in Liber 882, folio 497, one of the Land Records of Frederick County, Maryland.

ALSO BEING, all and the same real estate conveyed unto John Edward Smith and Margaret E. Smith, his wife, from Harold E. Ramsburg, by deed dated February 16, 1978 and intended to be recorded immediately prior hereto among the Land Records of Frederick County, Maryland.

19.00

which has the address of Rt. #3, Box 102A Thurmont, Maryland 21788 (herein "Property Address"); (such 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 2/16/78 (herein "Note"), in the principal sum of Twenty Eight Thousand 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 February 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 seised 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 generally 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, if any or as set forth on evidence of title required by and certified to Lender.

Exhibit filed July 24, 1981