

16.11.81

PURCHASE MONEY DEED OF TRUST

This form is used in connection with deeds of trust insured under the one- to four-family provisions of the National Housing Act.

THIS DEED, made this 18th day of November, 1981, by and between

DEAN C. MARCHESE party of the first part and WILLIAM T. WHEELER, JR. and JAMES E. BOSWELL, Trustee, as hereinafter set forth, party of the second part:

DCM

WHEREAS, the party of the first part is justly indebted unto

ICM MORTGAGE CORPORATION, 4380 South Syracuse Street, Suite 200, Denver, Co. 20874

under the laws of State of Delaware

THOUSAND AND FIVE HUNDRED AND NO/100

RECORD FEE 13.00 MORTGAGE 10005 # 210349 1123 R01 110704 a corporation organized and existing in the principal sum of SIXTY SEVEN THOUSAND AND FIVE HUNDRED AND NO/100 Dollars (\$ 67,500.00)

with interest from date at the rate of FIFTEEN AND ONE-HALF per centum ( 15.50 %) per annum on the unpaid balance until paid, for which amount the said party has signed and delivered a certain promissory note bearing even date herewith and payable in monthly installments of EIGHT HUNDRED EIGHTY AND 55/100 Dollars (\$ 880.55 ),

commencing on the first day of January, 1982, and on the first 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 first day of December, 2011

AND WHEREAS, the party of the first part desires 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 party of the second part or substituted Trustee, 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 of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the party of the first part, in consideration of the premises, and of one dollar, lawful money of the United States of America, to party of the first part in hand paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has granted and conveyed, and does hereby grant and convey unto the party of the second part, as Trustee, its successors and assigns, the following-described land and premises, situated in the County of Frederick and State of Maryland, known and distinguished as

Lot numbered Fourteen (14) in Block lettered "A" in the subdivision known as "Plat One, FOXCROFT" in Frederick County, Maryland, as per plat thereof recorded in Plat Book 22 at Plat 5, one of the Land Records for said Frederick County, Maryland.

Being all the same land to be conveyed to the aforesaid Borrowers by deed from Pulte Home Corporation dated of even date herewith and intended to be recorded among the aforesaid Land Records immediately prior hereto.

Borrowers acknowledge that the sum so received from Lender under the Note secured by the Deed of Trust is in whole or in part the purchase money of the property secured hereby.

\*and all fixtures now or hereafter attached or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and part of the realty, and are a portion of the security for the indebtedness herein mentioned, including but not limited to RANGE W HOOD, DISPOSAL, DISHWASHER, REFRIGERATOR, CAC, W/W CARPET.

together with all the improvements in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of the party of the first part, of, in, to, or out of the said land and premises. \*

By the execution of this instrument, Mortgagors, Grantors or parties of the first part (whichever applies) certify and acknowledge that prior thereto they have received both a fully executed agreement as to the contractual rate of interest and a loan disclosure statement in connection with the loan secured hereby both as required by Article 49 of the Annotated Code of Maryland.

TO HAVE AND TO HOLD the said property and improvements unto the party of the second part, its successors and assigns in fee simple

I HEREBY CERTIFY that I am admitted to practice before the Court of Appeals of State of Maryland and this instrument was prepared under my supervision.

Leonard T. Williams

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said party of the first part, or 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 his sole use and benefit, until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the covenants 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 provided for to release and reconvey the said described premises unto the said party of the first part or assigns, at his cost. Prior to the execution and delivery of any partial or complete release, each trustee shall be entitled to charge and receive a fee of \$5.00, plus 50 cents for Notary's fee, for each release. The right to charge and receive said fee shall be limited to two Trustees.

EXHIBIT 1

13-00