

Loan Account # _____

App. Fee _____

Date _____

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9/2/77

DEED OF TRUST

Record for Record Sept 2 1977 At 123 Clerk P. M. Deane Day Recorded & Filed per Charles C. Keller, Clerk

THIS PURCHASE MONEY DEED OF TRUST is made this 2nd day of September 1977, among the Grantor, Elliott-Kenneth K. M. DeMatta and Lee Antoinette Powers DeMatta, husband and 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 County of Frederick State of Maryland:

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

BEGINNING for the same at an iron tee bar with registered land surveyor's cap No. 2046 now set in the ground on the first line of the land conveyed by Nancy E. Van Fossen to Edward N. Derr, et al., by deed dated November 13, 1963, and recorded among the Land Records of Frederick County, in Liber 701, folio 46, where said first line intersects the northwest right-of-way line of Maryland Route 194 as shown on Maryland State Roads Commission Plat No. 15479, thence as now surveyed by D.K. Sutcliffe & Assoc., Surveyors and Engineers, and running and binding on said northwest right-of-way line the following three courses and distances, South 42° 40' 30" West 93.35 feet to a point, South 46° 30' 14" West 149.27 feet to a point, South 48° 53' 16" West 255.97 feet to a point, thence North 43° 44' 10" West 153.24 feet to a point, thence North 64° 2' 39" East 523.11 feet to the place of beginning, containing 0.939 acre.

BEING all and the same real estate that was conveyed unto Elliott-Kenneth K. M. DeMatta and Lee Antoinette Powers DeMatta, husband and wife, by deed dated the 2nd day of September 1977, from Carroll E. Eaves and Rosalie A. Eaves, husband and wife, and intended to be recorded among the Land Records prior to the recordation of this Deed of Trust.

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which has the address of Route #1, Box 184 Walkersville
[Street] [City]
Maryland 21793 (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 September 2, 1977 (herein "Note"), in the principal sum of FORTY SEVEN THOUSAND TWO HUNDRED 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 October 1, 2007; 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.

Filed February 2, 1984

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