

Filed for Record Nov 4 1981 At 3:40 P.M. Same Day Recorded & Sold per Charles C. Keller, CLR

20.20
145.20
165.20

DEED OF TRUST

THIS DEED OF TRUST is made this 30th day of October, 1981, among the Grantor, Carroll L. Hope and Joyce M. Hope, his wife (herein "Borrower"), Robert E. Gearinger and C. Monroe Keeney (herein "Trustee"), and the Beneficiary, Fredericktown Bank & Trust Company, a corporation organized and existing under the laws of the State of Maryland, whose address is 30 North Market Street, Frederick, Maryland 21701 (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 ground situate, lying and being in the Emmitsburg Election District, Frederick County, Maryland, and more particularly described as follows:

All that lot or parcel of ground described as "PARCEL NO. 2" in a deed from Howard F. Late, et ux, to George M. Late, dated January 9, 1965, and recorded in Liber 718, folio 363, one of the Land Records of Frederick County, Maryland.

And in addition to the above described PARCEL No. 2 there is further conveyed a part of "PARCEL NO. 1" as described in the aforesaid deed, said additional parcel being more particularly described as follows:

Beginning at a point, being the same beginning as described in the George M. Late deed Parcel 2, being on the South side of the Summit Lake Bible Conference, Inc. property as recorded in Liber 802, folio 180, thence leaving the Summit Lake Bible Conference, Inc. property and with the Fifth Line of the George M. Late property reversed: (1) S 18° 59' 38" E 23.25 feet to a steel bar and survey cap No. 8644, hereinafter referred to as SBC, thence with two division lines now established (2) N 78° 20' 16" W 52.39 feet to an SBC set on a 50 foot right-of-way on the South side of Hampton Valley Road, thence with the said right-of-way 31.83 feet by an arc curving to the left with a radius of 375.00 feet, which arc is subtended by a chord bearing (3) N 62° 42' 19" E 31.81 feet, thence leaving the said right-of-way (4) S 78° 20' 16" E 15.80 feet to the place of beginning, containing 0.015 acres of land, more or less.

BEING further all that parcel known and designated as "PARCEL NO. 2", containing 7.515 acres, more or less, as shown on an Addition Plat prepared by J. F. Brown & Assoc., Inc., and recorded in Plat Book No. 14, folio 115, one of the Plat Records of Frederick County, Maryland.

which has the address of 7507 Hampton Valley Road, Emmitsburg, Maryland 21727 (herein "Property Address");

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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";

11/04/81

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated October 30, 1981 (herein "Note"), in the principal sum of Sixty-Seven Thousand and no/100 (\$67,000.00) 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 November 1, 1982; 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.