

40203

BOOK 1200 PAGE 252  
BOOK 53 PAGE 456  
PURCHASE MONEY

Baker

18

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

DEED OF TRUST

Rec'd for Record THIS DEED, made this May 27 1983 At 2:30 o'clock P M Same Day Recorded & Ex'd per Charles C. Keller, Clerk, 19 83, by and between

Eric H. Baker and Elizabeth M. Baker, his wife, party of the first part and Frank A. Spinetta and Carol J. Tomasi, Trustee, as hereinafter set forth, party of the second part:

WHEREAS, the party of the first part is justly indebted unto Colonial Mortgage Corporation of D.C.

under the laws of Ohio, a corporation organized and existing in the principal sum of SIXTY TWO THOUSAND Dollars (\$ 62,000.00 )

with interest from date at the rate of ELEVEN AND ONE HALF per centum ( 11 1/2 %) 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 SIX HUNDRED THIRTEEN & 98/100 Dollars (\$ 613.98 ),

commencing on the first day of July, 19 83, 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 June, 2013.

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 them 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

All that lot or parcel of land situate, lying and being in Frederick City, Frederick County, Maryland, designated as Lot 86, Section Three, as shown on a Plat entitled "Section Three and a Resubdivision of Lot 242, Section Two, Stonegate Farms" as recorded in Plat Book 14, Folio 108, one of the Plat Records in the Office of the Clerk of the Circuit Court for Frederick County, Maryland, said property being now known and designated as 1588 Andover Lane, Frederick, Maryland.

BEING all and the same real estate as described and conveyed in a Deed from James A. Chan and Marietta K. Chan, his wife, to Eric H. Baker and Elizabeth M. Baker, his wife, dated May 17, 1983 and intended to be recorded among the Land Records of Frederick County, Maryland, immediately prior hereto or simultaneously herewith.

The following chattels are to be part hereof: Range, Dishwasher, Disposal and C/Air Conditioning.

RECORD FEE 27.00  
MORLAG 4665 #  
RECORD 0123 401 114137  
5/27/83

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 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 their 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 their 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.

STATE OF MARYLAND  
HUD-92127M (10-79)

179