

Bill of Complaint.

7. That it admits the allegations contained in paragraph Eleventh of such Amended Bill of Complaint, but by way of further answer, states that Respondent's understanding of such language grew out of a prior foreclosure proceeding brought by Complainant, known as Equity No. 33,251, in the Circuit Court for Frederick County, Maryland; in which a Motion raising Preliminary Objection and a Demurrer were raised by the Respondent. These motions were raised on technical points, concerning the status of title at the time the deed of trust was signed, an alleged failure to meet the statute of frauds, and alleged lack of requisite default and acceleration clauses. It was the understanding of Respondent that the language so quoted in the Memorandum was to indicate that Respondent would not contest, upon default, Complainant's exercise of the rights granted it under the deed of trust; e.g., that upon default, Respondent would raise no objection on such grounds. This point is illustrated by the foregoing Agreement of Memorandum of Understanding dated April 22, 1977, which on page 4 states: "If the purchasers shall default..., then all costs by the seller to have land returned to him, i.e., foreclosure shall be borne by purchaser..."

8. That it admits the allegations of paragraph Twelfth of the Amended Bill of Complaint.

9. That it denies the allegations of paragraph Thirteenth and Fourteenth of such Amended Bill of Complaint.

10. By way of further answer, Respondent incorporates the answers to the original Bill of Complaint for Foreclosure filed herein, if set forth in full herein.

WHEREFORE, having fully answered the foregoing Bill of Complaint, the Respondents pray:

A. That this Court determine that the sole relief available to Complainant under the terms and provisions of said Deed of Trust is a reconveyance of the land, less land properly released to the secured party, and