

DEED OF TRUST

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Rec'd for Record Oct. 14 19 80 2 54 O'clk 7 M Same Day Recorded & Ex'd por Charles C. Keller, CLP

THIS DEED OF TRUST is made this 8 TH day of OCTOBER 19. 80, among the Grantor, KEVIN PAUL FLUKE & LUANNE R. BAILEY, JOINT TENANTS (herein "Borrower"), J. M. WINSTON OF THE DISTRICT OF COLUMBIA (herein "Trustee"), and the Beneficiary, THE CAREY WINSTON COMPANY, a corporation organized and existing under the laws of THE STATE OF MARYLAND, whose address is 4350 EAST-WEST HIGHWAY, SUITE 200, BETHESDA, MD. 20014 (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 COUNTY, State of Maryland: BUCKEYSTOWN ELECTION DISTRICT, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT NO. A-4-B AS SHOWN ON A PLAT OF SUBDIVISION ENTITLED "COUNTRY SIDE SECTION 'A', PLAT 2 OF 3", SAID PLAT RECORDED AT PLAT BOOK 22, PLAT NO. 180 ONE OF THE PLAT RECORDS OF FREDERICK COUNTY, MARYLAND.

THIS DEED OF TRUST WAS PREPARED BY THE CAREY WINSTON COMPANY

*[Signature]* VICE PRESIDENT

which has the address of 7293 B COACHLIGHT COURT FREDERICK MARYLAND 21701 (herein "Property Address");

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"; REFRIGERATOR, RANGE, RANGE/HOOD, WASHER, DRYER, DISHWASHER, DISPOSAL, SMOKE DETECTOR, & W/W CARPETING.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated OCTOBER 8, 1980 (herein "Note"), in the principal sum of FORTY-SEVEN THOUSAND 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, 2010; 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 Property 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.

1980