

Rec'd for

Jan. 16 1981

At 2:10 P.M.

PURCHASE MONEY DEED OF TRUST

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

370385

WITH DEFERRED INTEREST AND INCREASING MONTHLY INSTALLMENTS THIS DEED, made this 15th day of January, 1981, by and between VITTAL K. SAGGARE and UMADEVI V. SAGGARE, his wife party of the first part and SHIRLEY A. STACK and LESLIE K. GLASSBERG as hereinafter set forth, party of the second part: Trustee,

WHEREAS, the party of the first part is justly indebted unto RYLAND MORTGAGE COMPANY, whose address is 10221 Wincopin Circle, Teachers Building, Suite 312, Columbia, Maryland 21044.

... a corporation organized and existing under the laws of the State of Ohio, in the principal sum of FIFTY-ONE THOUSAND FOUR HUNDRED and 00/100----- Dollars (\$ 51,400.00) with interest from date at the rate of Eleven and One-Half per centum ( 11.50 %) 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 ofx ACCORDING TO SCHEDULE "A" AT BOTTOM OF NOTE commencing on the first day of March, 1981, 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 February, 2011. \*

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 Vittal K. Saggare and Umadevi V. Saggare, his wife 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

BEING KNOWN AND DESIGNATED as Lot 99, Section Five, as shown on Plat entitled "Section Five, Lots 19 - 32 & 97 - 108, Stonegate Farms" which said Plat is recorded among the Land Records of Frederick County in Plat Book 21, folio 170. The improvements known as 148 Stonegate Drive.

BEING all and the same real estate conveyed unto Vittal K. Saggare and Umadevi V. Saggare, his wife from The Ryland Group, Inc. by deed of even date herewith and intended to be recorded among the Land Records of Frederick County immediately prior hereto.

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Together with all improvements in anywise appertaining, and all the estate, right, title, interest and claim, either at law or in equity, or otherwise, however, of the parties of the first part, of, in, to or out of the said land and premises, and all fixtures, now or hereafter attached to or used in connection with the premises herein described, and in addition thereto, the following household appliances, which are and shall be deemed to be fixtures, a part of the realty and are a portion of the security for the indebtedness herein mentioned, including but not limited to: Refrigerator, Electric Heat Pump with Central Air-Conditioning, Dishwasher, Disposal, Electric Range, Range-Hood, Bath-Fans, Window Screens and Smoke Detector.

\* Deferral of interest may increase the principal balance to \$52,079.49.

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 fee simple, SUBJECT, HOWEVER, to the Declaration of Covenants recorded in Liber 1077, folio 884.

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.