LIBER 021 PAGE 01

LIBER 020 PAGE 701

Case No. B-490

F. Vernon Boozer and Edward C. Covahey, Jr.,
Substituted Trustees
Plaintiff

Versus

Everett J. Redmon and Carole F. Redmon
Defendant

DATE	CLERK'S MEMORANDUM
12-12-83	Order to Docket Suit filed.
	Statement of Mortgage Debt, Non-Military Service Affidavit, Original
	Deed of Trust (Liber 041, Page 64), and Substitution of Trustees
	filed.
1-17-84	Original Note filed.
2-2-84	Affidavit of Compliance filed.
2-3-84	Bond approved and filed.
2-22-84	Report of Sale, Certificate of Purchaser, and Order Nisi filed..
	(copies to atty)
2-27-84	Certificate of Publication filed.
2-28-84	Additional Bond approved and filed.
3-30-84	Certificate of Publication filed.
4-5-84	Final Order of Ratification filed. (copies to atty)
6-11-84	Amended Statement of Mortgage Debt filed.
6-13-84	Auditor's Report and Order Nisi filed. (copies to all parties)
7-20-84	Motion to Withdraw Original Deed of Trust and Note filed.
7-23-84	Final Order of Ratification filed. (copy to atty)
	CLOSED
7-25-84	Order (denied) filed. (copy to atty)

LIBER ~~020~~ 702 LIBER 021 PAGE 02

F. VERNON BOOZER and EDWARD C.	*	IN THE
COVAHEY, JR., Substituted Trustees	*	CIRCUIT COURT
VS.	*	OF
EVERETT J. REDMON and	*	ST MARY'S COUNTY
CAROLE F. REDMON, his wife	*	B-490

****

ORDER TO WITHDRAW ORIGINAL DEED OF TRUST AND NOTE

Upon the Motion of F. Vernon Boozer and Edward C. Covahey, Jr., Substituted Trustees herein, it is this 25th day of July, 1984,

ORDERED that leave is hereby granted to withdraw the original Deed of Trust and Note in the above entitled cause upon the substitution of a photostatic copy in lieu thereof.

Denied

Jos D. Matthews
JUDGE

12:21PM07/25/84 001W3583 B 0010
#0000490
LDG IN $0.00
LDG-4 $0.00
L.TTL. $0.00
**BAL $0.00

JUL 2 1984

Schedule of exceptions to coverage in any title insurance policy insuring lender's interest in the Property.

MARYLAND—1 to 4 Family—7/75—FNMA/FHLMC UNIFORM INSTRUMENT NHAC 264 DE 7/76

LIBER 021 FOLIO 05

F. VERNON BOOZER and EDWARD C.	*	IN THE
COVAHEY, JR., Substituted Trustees	*	CIRCUIT COURT
VS.	*	FOR
EVERETT J. REDMON AND CAROLE F.	*	ST. MARY'S COUNTY
REDMON, his wife	*	B-490

****

2:49PM07/23/84 001#3384 B 0010
#0000490
LDG IN $0.00
LDG-4 $0.00
L.TTL. $0.00
TOTAL $0.00

FINAL ORDER OF RATIFICATION

ORDERED, by the Court, this 23rd day of July, 1984, that the aforegoing Report and Account of the Auditor be and the same is hereby ratified and confirmed no cause to the contrary having been shown.

Mary R Bell
~~Judge~~ Clerk

LIBER 020 PAGE 703 LIBER 021 PAGE 04

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

F. Vernon Boozer and Edward C. Covahey, Jr., Substituted Trustees	)	
vs.	)	Equity B-490
Everett J. Redmon and Carole F. Redmon, his wife	)	

ORDER NISI

ORDERED by the Court this 13th day of June 1984, that the Report of J. Ernest Bell, II, Auditor mentioned in these proceedings, be ratified and confirmed, unless cause to the contrary be shown on or before the 28th day of June 1984, provided notice is given in the manner provided by Maryland Rule 595 g to the persons entitled thereto.

Mary R. [illegible]
CLERK

11:40AM06/13/84 001#0525 D 0012
#0000490
LDG IN $0.00
LDG-4 $0.00
L.TTL. $0.00
**BAL $0.00

LIBER 020 PAGE 704

LIBER 021 PAGE 05

IN THE CIRCUIT COURRT FOR ST. MARY'S COUNTY, MARYLAND

F. Vernon Boozer and :
Edward C.Covahey, Jr.,
Substituted Trustees,
Plaintiffs,

v. : Equity B-490

Everett J. Redmon and
Carole F. Redmon, his wife,
Defendants. :

9:55AM06/13/84 001#0510 B 0010
#0000490
LDG IN $0.00
LDG-29 $0.00
L.TTL. $0.00
TTBAL $0.00

AUDITOR'S REPORT

Pursuant to an Order of Court dated April 5, 1984 ratifying the sale by foreclosure in these proceedings, I report as follows:

1. Sales price	55,000.00
2. Interest on unpaid sales price from day of sale to day of settlement	1,003.44
3. Real estate tax adjustment	248.28
4. Insurance claims paid to Trustees	4,860.99
Amount to distribute:	61,112.71

Less costs and expenses of sale:

1. Court costs advanced by Trustees	60.00
2. The Enterprise, Notice of Sale	293.40
3. The Enterprise, Order Nisi	45.00
4. Recording appointment of substituted trustees	17.50
5. Certified mail, Notice of Sale	4.65
6. All Insurance Resource, Inc., Trustee's bond	220.00
7. Atlantic Auctions, Inc., auctioneer's fee	885.00
8. Attorney's fee, per Paragraph 18 of Deed of Trust	500.00
9. Trustee's commission , 5% , per terms of deed of trust	2,750.00
10. Auditor's fee	75.00
	4,850.55

Amount to Distribute:	61,112.71
Less costs and expenses of sale	4,850.55
Balance to distribute:	56,262.16

Proposed Distribution:

1. Amount due Federal National Mortgage Association on foreclosed deed of trust, per amended Statement of Mortgage Debt filed in these proceedings on June 11, 1984	41,647.97
2. Finance America, applied toward Second Mortgage dated September 17, 1982 and recorded at Liber M.R.B. No. 126, Folio 321, PURCHASER AT THE FORECLOSURE SALE	14,614.19
	56,262.17

TAKE NOTICE

The undersigned represents that this Audit is true to his best knowledge and belief and that this Notice is sent pursuant to Maryland Rule 595g and to each of the below to whom this audit is sent I advise that exceptions must be filed within fifteen (15) days of this date, June 13, 1984, and if no exceptions are filed within 15 days of the last mentioned date, then the account

may be ratified. The substance of the amounts due are as per representations filed by the secured party, his agent or attorney, and this Auditor's Report is confined to and based upon the reports so provided the undersigned by the Trustees at foreclosure.

Joseph Ernest Bell II
Joseph Ernest Bell, II, Court Auditor

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 13th day of June, 1984, I mailed copies of this Accounting, postage prepaid, to:

F. Vernon Boozer
Attorney at Law
614 Bosley Avenue
Towson, Maryland 21204

Mr. Everett Redmon
403 Daniel Court
California, Maryland 20619

Mrs. Carole F. Redmon
P. O. Box 274
California, Maryland 20619

Finance America Corporation
15 St. Mary's Square
P. O. Box 177
Lexington Park, Maryland 20653

Joseph Ernest Bell II
Joseph Ernest Bell, II

LIBER 021 FOLIO 07 LIBER 020 PAGE 706

F. VERNON BOOZER and EDWARD C.	*	IN THE
COVAHEY, JR., Substituted Trustees	*	CIRCUIT COURT
VS.	*	OF
EVERETT J. REDMON and CAROLE F.	*	ST. MARY'S COUNTY
REDMON, his wife	*	B-490

2:36PM06/11/84 001#0370 A 0003
000490
LDG IN $0.00
LDG-20 $0.00
L.TTL. $0.00
TTBAL $0.00

****

AMENDED STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of Federal National Mortgage Association by endorsement of the Note under the Deed of Trust from Everett J. Redmon and Carole F. Redmon, his wife, to Robert D. Fulghum, Trustees dated April 21, 1979 and recorded among the Land Records of St. Mary's County in Liber M.R.B. No. 41, folio 64.

Original principal balance	$38,000.00
Paid on principal	946.76
Principal balance due	$37,053.24
Interest $10.15 per diem 3/1/83-4/5/84	4,070.15
Late charges $13.35 per month - 10 months	133.50
Shortage in Expense Account	391.08
Balance due as of 5/1/84	$41,647.97

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 1st day of May, 1984, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore County aforesaid, personally appeared F. Vernon Boozer the Agent for Federal National Mortgage Association and attorney for the Plaintiffs in the above entitled case, and made oath that the aforegoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Roxanne Warnick
ROXANNE WARNICK, Notary Public

My comm. exp. 7/1/86

NOTARY PUBLIC ROXANNE WARNICK BALTIMORE

LIBER 021 PAGE 08 LIBER 020 PAGE 707

F. VERNON BOOZER and EDWARD C.	*	IN THE
COVAHEY, JR., Substituted Trustees	*	CIRCUIT COURT
VS.	*	OF
EVERETT J. REDMON and CAROLE F.	*	ST. MARY'S COUNTY
REDMON, his wife	*	EQUITY NO. B-490

****

FINAL ORDER OF RATIFICATION

ORDERED, this 5TH day of April, 1984, by the Circuit Court of St. Mary's County sitting as a Court of Equity, and by the authority thereof, that the sale made by F. Vernon Boozer and Edward C. Covahey, Jr., Substituted Trustees, and reported in the above entitled cause be, and the same is hereby, finally ratified and confirmed; no cause to the contrary thereof having been shown, although notice appears to have been given as required by the preceding Order.

Jos. A. Mattingly
Judge

3:39PM04/05/84 001W5708 E 0009
#0000490
LDG IN $0.00
LDG-4 $0.00
L.TTL. $0.00
##BAL $0.00

CERTIFICATE OF PUBLICATION

IN The Court LIBER 021 FACE 09 LIBER 020 FACE 708

For ST. MARY'S COUNTY, MARYLAND

This is to certify that the appended ___LEGAL NOTICE ORDER NISI EQUITY NO. B-490

---

has been published in THE ENTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for ____THREE (3) successive weeks, prior to the ----------

MARCH 30, 1984

DATE LAST PUBLISHED MARCH 21, 1984

and that the first publication appeared in the issue of ____MARCH 7,_____ 19 84

N. HINES: LEGAL SECTION

N. Hines

1:53PM03/30/84 001M5223 A 0006

LDG IN	$0.00
LDG-20	$0.00
L.TTL.	$0.00
##BAL	$0.00

day of February, 1984, by the Circuit Court of St. Mary's County as a Court of Equity, that the sale made by F. Vernon Boozer and Edward C. Covahey, Jr., Substituted Trustees to Finance America Corporation and reported in the above entitled cause, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th day of March, 1984 next; provided a copy of this Order be inserted in some newspaper published in said St. Mary's County once a week for three successive weeks before the said 30th day of March, 1984.

The report states the amount of the sale to be $55,000.00.

TRUSTEE TO SELL

Bond No. SFR 261 02 19

IN THE CIRCUIT COURT OF St. Mary's County
STATE OF MARYLAND

F. Vernon Boozer and
Edward C. Covahey, Jr.,
Substituted Trustees

VERSUS

Everett J. Redmon and
Carole F. Redmon, his wife

LIBER 021 FOLIO 10

LIBER 020 FOLIO 709

ADDITIONAL

BOND OF TRUSTEE TO SELL

12:50PM02/28/84 001M3103 A 0003
Case No. B-490 #0000490
LDG IN $0.00
LDG-20 $0.00
L.TTL. $0.00
TTBAL $0.00

KNOW ALL MEN BY THESE PRESENTS: That we, F. Vernon Boozer and Edward C. Covahey, Jr., Substituted Trustees as Principal, and the Firemans Fund Insurance Company, a body corporate, duly incorporated under the laws of the State of California and duly authorized by its charter to transact surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Fifteen thousand and 00/100----------Dollars ($ 15,000.00) to be paid to the said State of its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 21st day of February in the year of our Lord one thousand, nine hundred and eighty-four

WHEREAS THE ABOVE BOUNDEN F. Vernon Boozer and Edward C. Covahey, Jr., Subst. Trust. by virtue of a power of sale as set forth in a Deed of Trust as filed in the circuit court of St. Mary's County have been appointed trustees to sell 403 Daniel Court mentioned in the proceedings in the case of

F. Vernon Boozer and Edward C. Covahey, Jr., Substituted Trustees
versus
Everett J. Redmon and Carole F. Redmon, his wife

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden F. Vernon Boozer and Edward C. Covahey, Jr., Substituted Trustees do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Donna Held

F. Vernon Boozer (SEAL)

Edward C. Covahey, Jr. (SEAL)

Firemans Fund Insurance Company (SEAL)

Susan A. Doulong
AS TO SURETY Susan A. Doulong

BY: Dolores T. Jacques
Dolores T. Jacques ATTORNEY-IN-FACT

Bond approved Feb-27, 1984

Mary L. Bell, Clerk

GENERAL
POWER OF
ATTORNEY

REMAN'S FUND INSURANCE C IPANY

LIBER 020 PAGE 710

KNOW ALL MEN BY THESE PRESENTS: That FIREMAN'S FUND INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of California, and having its principal office in the City and County of San Francisco, in said State, has made, constituted and appointed, and does by these presents make, constitute and appoint

FRANK R. CEILER, ROSE B. FAULHABER, PATRICIA A. MEFFEN,
DOLORES T. JACQUES and SUSAN A. DOULONG

LIBER 021 PAGE 11

BALTIMORE, MD

jointly or severally

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof ----------

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VIII, Section 30 and 31 of By-laws of FIREMAN'S FUND INSURANCE COMPANY now in full force and effect.

"Article VIII, *Appointment and Authority Assistant secretaries, and Attorney-in-Fact and Agents to accept Legal Process and Make Appearances.*

Section 30, *Appointment*. The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 31, *Authority*. The Authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of FIREMAN'S FUND INSURANCE COMPANY at a meeting duly called and held on the 15th day of July, 1966, and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, FIREMAN'S FUND INSURANCE COMPANY has caused these presents to be signed by its Vice-President,

and its corporate seal to be hereunto affixed this 19th **day of** December **, 19** 83 **.**

FIREMAN'S FUND INSURANCE COMPANY

By Richard Williams
Vice President

STATE OF CALIFORNIA,

CITY AND COUNTY OF SAN FRANCISCO } ss.

On this 19th day of December, 19 83, before me personally came Richard Williams, to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of FIREMAN'S FUND INSURANCE COMPANY, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.

OFFICIAL SEAL
SUSIE K. GILBERT
NOTARY PUBLIC - CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Commission Expires Nov. 17, 1984

Susie K. Gilbert
Notary Public

CERTIFICATE

STATE OF CALIFORNIA,

CITY AND COUNTY OF SAN FRANCISCO } ss.

I, the undersigned, Resident Assistant Secretary of FIREMAN'S FUND INSURANCE COMPANY, a CALIFORNIA Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VIII, Sections 30 and 31 of the By-laws of the Corporation, and the Resolution of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City and County of San Francisco. Dated the 21st **day of** February **, 19** 86 **.**

Lucille C. Anstey
Resident Assistant Secretary

380711-FF-5-81

CERTIFICATE OF PUBLICATION LIBER 021 FAGE 12 LIBER ~~020 FAGE 711~~

IN The Court

For ST. MARY'S COUNTY, MARYLAND

This is to certify that the appended LEGAL NOTICE OF SUBSTITUED TRUSTEES' SALE OF VALUABLE FEE SIMPLE DWELLING

12:53PM02/27/84 001M2993 A 0003
#0000490
LDG IN $0.00
LDG-20 $0.00
L.TTL. $0.00
:BAL $0.00

has been published in THE ENTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for THREE (3) successive weeks, prior to the FEBRUARY 13, 1984

DATE LAST PUBLISHED FEB. 10, 1984
and that the first publication appeared in the issue of JANUARY 27, 19 84

N. HINES: LEGAL SECTION

N Hines

tial basis, including sanitary and/or metropolitan district charges to be adjusted for the current year to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps and transfer taxes shall be borne by the purchaser.

F. VERNON BOOZER
EDWARD C.

F. VERNON BOOZER and EDWARD C.	*	IN THE	LIBER 021 FOLIO 13
COVAHEY, JR., Substituted Trustees	*	CIRCUIT COURT	
VS.	*	OF	
EVERETT J. REDMON and CAROLE F.	*	ST. MARY'S COUNTY	
REDMON, his wife	*	EQUITY NO. B-490	

****

ORDER NISI

ORDERED, this 22nd day of February, 1984, by the Circuit Court of St. Mary's County as a Court of Equity, that the sale made by F. Vernon Boozer and Edward C. Covahey, Jr., Substituted Trustees to Finance America Corporation and reported in the above entitled cause, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th day of March, 1984 next; provided a copy of this Order be inserted in some newspaper published in said St. Mary's County once a week for three successive weeks before the said 30th day of March, 1984.

The report states the amount of the sale to be $55,000.00.

Mary R Bell
Clerk

Return Copy To:

COVAHEY AND BOOZER
614 Bosley Avenue
Towson, Maryland 21204

FEB 2 1 1984

F. VERNON BOOZER and EDWARD C.	*	IN THE	LIBER 021 PAGE 14
COVAHEY, JR., Substituted Trustees	*	CIRCUIT COURT	
VS.	*	OF	
EVERETT J. REDMON and CAROLE F.	*	ST. MARY'S COUNTY	
REDMON, his wife	*	EQUITY NO. B-490	11:52AM02/22/84 001M2667 A 0003 M0000490

****

LDG IN $0.00
LDG-14 $0.00
L.TTL. $0.00
TTBAL $0.00

STATE OF MARYLAND, COUNTY OF ~~BALTIMORE~~ HOWARD, to wit:

I HEREBY CERTIFY, that on this 13 day of FEBRUARY, 1984 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MARLIN L. MUSSELMAN

Purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is/~~are~~ the Purchaser and purchased same as agent for FINANCE AMERICA CORPORATION that there are no other persons interested as principals and that he has/~~have~~ not directly or indirectly discouraged anyone from bidding on said property known as 403 DANIEL CT. ST. MARYS CO. MD.

mentioned in the said Report of Sale.

Purchaser

Notary Public

My comm. exp. 11/1/86

LIBER 020 PAGE 713 ... 15

F. VERNON BOOZER and EDWARD C.	*	IN THE
COVAHEY, JR., Substituted Trustees	*	CIRCUIT COURT
VS.	*	OF 11:49AM02/22/84 001#2666 A 0003 #0000490
EVERETT J. REDMON and CAROLE F.	*	ST. MARY'S COUNTY LDG IN $0.00 LDG-2D $0.00
REDMON, his wife	*	EQUITY NO. B-490 LTD $0.00

****

TBAL $0.00

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT OF ST. MARY'S COUNTY:

The Report of Sale of F. Vernon Boozer and Edward C. Covahey, Jr., Substituted Trustees under a Power of Sale set forth in the Deed of Trust filed in the above entitled cause to make sale of fee simple property known as 403 Daniel Court in the proceedings in said cause mentioned respectfully shows, that after giving bond with security for the faithful discharge of their trust as prescribed which was duly approved and having given notice of the time, place, manner and terms of sale by advertisements inserted in the Enterprise newspaper published in St. Mary's County for more than three successive weeks preceding the day of sale, said Substituted Trustees did pursuant to said notice on February 13, 1984, at 9:30 a.m. attend on the premises and then and there sold the fee simple property known as 403 Daniel Court to Marlin L. Musselman as Agent for Finance America Corporation at and for the price of Fifty-five Thousand ($55,000.00) Dollars, he being the highest bidder therefor.

F. VERNON BOOZER

EDWARD C. COVAHEY, JR.,
Substituted Trustees

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 15th day of February, 1984, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared F. Vernon Boozer and Edward C. Covahey, Jr., Substituted Trustees and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

KATHRYN KRUSHENSKY, Notary Public

My commission expires: 7/1/86

TRUSTEE TO SELL

BOND NO. SFR 261 02 19

IN THE CIRCUIT COURT OF St. Mary's County
STATE OF MARYLAND

LIBER 021 FOLIO 16

F. Vernon Boozer and
Edward C. Covahey, Jr.,
Substituted Trustees

VERSUS

Everett J. Redmon and
Carole F. Redmon, his wife

BOND OF TRUSTEE TO SELL

Case No. B-490

KNOW ALL MEN BY THESE PRESENTS: That we, F. Vernon Boozer and Edward C. Covahey, Jr., Substituted Trustees as Principal, and the Firemans Fund Insurance Company, a body corporate, duly incorporated under the laws of the State of California and duly authorized by its charter to transact surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Forty-thousand and 00/100---------- Dollars ($ 40,000.00) to be paid to the said State of its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 27th day of January in the year of our Lord one thousand, nine hundred and eighty-four

WHEREAS THE ABOVE BOUNDEN F. Vernon Boozer and Edward C. Covahey, Jr., Subst. Trust. by virtue of a power of sale as set forth in a Deed of Trust as filed in the circuit court of St. Mary's County have been appointed trustees to sell 403 Daniel Court mentioned in the proceedings in the case of

F. Vernon Boozer and Edward C. Covahey, Jr., Substituted Trustees

versus

Everett J. Redmon and Carole F. Redmon, his wife

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden F. Vaenon Boozer and Edward C. Covahey, Jr., Substituted Trustees do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Donna Hill

F. Vernon Boozer (SEAL)

Edward C. Covahey, Jr. (SEAL)

Firemans Fund Insurance Company (SEAL)

BY: Rose B. Faulhaber
Rose B. Faulhaber ATTORNEY-IN-FACT

Dolores T. Jacques
AS TO SURETY Dolores T. Jacques

BOND APPROVED: 2/3 1984

Mary R. Bell
Mary R. Bell, Clerk
Circuit Court for St. Mary's
County, Maryland

FEB 2 1984

LIBER 020 FOLIO 714 R-330 1-43

NOTE

LIBER 021 FOLIO 17

US $ 38,000.00 Leonardtown, Maryland
City

April 21, 19 79

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay NATIONAL HOMES ACCEPTANCE CORPORATION, or order, the principal sum of THIRTY EIGHT THOUSAND ($38,000.00) and No/100 Dollars, with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of TEN (10%) percent per annum. Principal and interest shall be payable at NATIONAL HOMES ACCEPTANCE CORPORATION, or such other place as the Note holder may designate, in consecutive monthly installments of THREE HUNDRED THIRTY THREE AND 64/100 Dollars (US $ 333.64), on the FIRST day of each month beginning JUNE 1st, 19 79. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on MAY 1st, 2009.

If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Note holder. The date specified shall not be less than thirty days from the date such notice is mailed. The Note holder may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought to collect this Note, the Note holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees.

Borrower shall pay to the Note holder a late charge of Four (4%) percent of any monthly installment not received by the Note holder within Fifteen (15) days after the installment is due.

Borrower may prepay the principal amount outstanding in whole or in part. The Note holder may require that any partial prepayments (i) be made on the date monthly installments are due and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, or to such other address as Borrower may designate by notice to the Note holder. Any notice to the Note holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower.

The indebtedness evidenced by this Note is secured by a Deed of Trust, dated April 21, 1979, and reference is made to the Deed of Trust for rights as to acceleration of the indebtedness evidenced by this Note.

Everett J. Redmon (Seal)
Everett J. Redmon

Carole F. Redmon (Seal)
Carole F. Redmon

Great Mills, Md. 20634
Property Address

(Seal)
(Execute Original Only)

JAN 17 1984

MARYLAND—1 to 4 Family—6/75—FNMA/FHLMC UNIFORM INSTRUMENT NHAC 263 DE 7/76

THIS DECLARATION OF SUBSTITUTION OF TRUSTEES made this 13th day of October, 1983, by Federal National Mortgage Association, Declarant.

WHEREAS, By Deed of Trust dated April 21, 1979 and recorded among the Land Records of St. Mary's County in Liber M.R.B. No. 41, folio 64, from Everett J. Redmon and Carole F. Redmon, his wife; Robert D. Fulghum was named as Trustee for the Beneficiary therein, namely National Homes Acceptance Corporation, said Deed of Trust securing the fee simple property known as 403 Daniel Court, St. Mary's County, State of Maryland; and

WHEREAS, by assignment of the Deed of Trust Promissory Note, as described in said Deed of Trust, said principal indebtedness secured by said Deed of Trust was assigned to Federal National Mortgage Association; and

WHEREAS, the aforesaid Deed of Trust provides inter alia that the holder of the indebtedness secured by said Deed of Trust shall be entitled to substitute Trustees by the recording of an appropriate instrument among the Land Records of the appropriate County; and 1:07PM11/29/83B A/T/ST $13.50

WHEREAS, Declarant herein, being the present holder of the indebtedness as hereinabove set forth, desires to substitute F. VERNON BOOZER and EDWARD C. COVAHEY, JR., as Substituted Trustees in the place and stead of Robert D. Fulghum with full powers to them as set forth in said Deed of Trust;

NOW, THEREFORE, this Declaration witnesseth, that the said Federal National Mortgage Association, in pursuance of the power and authority vested in it by the said Deed of Trust, does hereby substitute F. VERNON BOOZER and EDWARD C. COVAHEY, JR., as Substituted Trustees in the place and stead of Robert D. Fulghum under that Deed of Trust dated April 21, 1979 and recorded as aforesaid, with full power and authority in them as set forth in said Deed of Trust.

AS WITNESS the signature of the corporate officer of said Corporate Declarant on the day and year first above written.

11:59AM12/12/83 001#8124 A 0003
#0000490
LDG IN $0.00
LDG-2D $0.00
L.TTL. $0.00
:BAL $0.00

LIBER 021 FOLIO 19 BOOK 164 PAGE 155

LIBER 020 PAGE 716

TEST:

FEDERAL NATIONAL MORTGAGE ASSOCIATION

ANN B. HAMILTON
Assistant Secretary

By: Angelina P. Alleva
Assistant Regional Vice President

STATE OF Pennsylvania, COUNTY OF Philadelphia, TO WIT:

I HEREBY CERTIFY, that on this 13th day of October, 1983, before the undersigned, a Notary Public of the State of Pennsylvania in and for the County of Philadelphia, personally appeared Angelina P. Alleva Assistant Regional Vice President, the President of Federal National Mortgage Association, Declarant herein, and acknowledged the foregoing Declaration to be the act of said body corporate, being duly authorized to do so, and further acknowledged that he executed this Declaration for the purposes herein contained.

AS WITNESS my hand and notarial seal.

Phyllis M. Sunicks
Notary Public

My commission expires: 4-22-85

Return to:

Cowahey + Boozer
614 Bosley Ave.
Towson, Md 21204

LIBER 021 PAGE 20

LIBER 041 PAGE 64

R-330011-43

PURCHASE MONEY

DEED OF TRUST

LIBER 020 PAGE 717

THIS DEED OF TRUST is made this.....21st.....day of....April....., 19.79., among the Grantor,....Everett J. Redmon and Carole F. Redmon, his wife,.....(herein "Borrower"),....Robert D. Fulghum.....(herein "Trustee"), and the Beneficiary, National Homes Acceptance Corporation.....,..., a corporation organized and existing under the laws of...Indiana....., whose address is..... 4710 Auth Place, Camp Springs, Maryland 20023.....(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 .....St. Mary's.....State of Maryland:

All that lot, tract, piece or parcel of land, situate, lying and being in the Eighth Election District of St. Mary's County, Maryland, and described as follows, that is to say:

Lot Numbered Thirty (30), Section Two (2), Plat One (1), MAPLE RUN, per plat of survey by Lorenzi, Dodds and Gunnill, Inc., Registered Land Surveyors, and recorded among the Plat Records of St. Mary's County, Maryland in Liber M.R.B. No. 13, Folio 37.

Subject to covenants and restrictions of record, recorded in Liber M.R.B. No. 35, Folio 231.

Being the same property conveyed to within borrowers by Ralph H. Guenter and Daniel J. Guenther by deed of even date herewith, which said deed is to be recorded among the Land Records of St. Mary's County, Maryland prior to these presents.

RECORDED
MARY R. DELL
CLERK, CIRCUIT COURT

'79 APR 23 PM 3 28

APR 23-79 * 2 782 *****15.00
APR 23-79 B 2 782 *****15.00

THIS IS TO CERTIFY THAT THE WITHIN INSTRUMENT WAS PREPARED BY THE UNDERSIGNED ATTORNEY, OWING ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND, OR BY AN EMPLOYEE OF SUCH ATTORNEY.

Joseph Ernest Bell II
ATTORNEY AT LAW

which has the address of.....Great Mills, Maryland 20634...,
[Street] [City]
.....(herein "Property Address");
[State and Zip Code]

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";

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated...April 21,...1979.....(herein "Note"), in the principal sum of...Thirty Eight Thousand ($38,000.00) and No/100.....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..May 1st,..2009.....; 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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall mail or cause Trustee to mail written notice of sale to Borrower in the manner prescribed by applicable law. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender, or Lender's designee, may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, Trustee's fees of 5 % of the gross sale price, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. The receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Deed of Trust, not including sums advanced in accordance herewith to protect the security of this Deed of Trust, exceed the original amount of the Note.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall release this Deed of Trust without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the city or county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Everett J. Redmon (Seal)
Everett J. Redmon —Borrower

Carole F. Redmon (Seal)
Carole F. Redmon —Borrower

STATE OF MARYLAND, St. Mary's County ss:

I Hereby Certify, That on this 21st day of April 19 79, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of St. Mary's, personally appeared Everett J. Redmon and Carole F. Redmon, his wife, known to me or satisfactorily proven to be the person(s) whose name(s) are subscribed to the within instrument and acknowledge that they executed the same for the purposes therein contained.

As WITNESS: my hand and notarial seal.

My Commission expires: 7/1/82

Lamar Van Lepinick
Notary Public

STATE OF MARYLAND, ST. MARY'S County ss:

I Hereby Certify, That on this 21st day of April, 19 79, before me, the subscriber, a Notary Public of the State of Maryland and for the County of St. Mary's, personally appeared Joseph Ernest Bell, II the agent of the party secured by the foregoing Deed of Trust, and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth and that the amount of the loan secured by the foregoing Deed of Trust was disbursed by the party or parties secured to the Borrower or to the person responsible for disbursement of funds in the closing transaction or their respective agent at a time no later than the execution and delivery by the Borrower of this Deed of Trust; and also made oath that he is the agent of the party or parties secured and is duly authorized to make this affidavit.

As WITNESS: my hand and notarial seal.

My Commission expires: 7/1/82

Lamar Van Lepinick
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

II930

LIBER 021 PAGE 24

F. VERNON BOOZER and EDWARD C.	*	IN THE
COVAHEY, JR., Substituted Trustees	*	CIRCUIT COURT
VS.	*	OF
EVERETT J. REDMON and CAROLE F.	*	ST. MARY'S COUNTY
REDMON, His wife	*	

11:58AM12/12/83 001M0122 A 0003
W0000490
LDG IN $0.00
LDG-14 $0.00
L.TTL. $0.00
TOTAL $0.00

****

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of Federal National Mortgage Association by endorsement of the Note under the Deed of Trust from Everett J. Redmon and Carole F. Redmon, his wife, to Robert D. Fulghum, Trustee, dated April 21, 1979 and recorded among the Land Records of St. Mary's County in Liber M.R.B. No. 41, folio 64.

Original principal balance	$38,000.00
Paid on principal	946.76
Principal balance due	$37,053.24
Interest $10.15 per diem 3/1/83-12/6/83	2,852.15
Late charges $13.35 per month - 9 months	120.15
Balance	$40,025.54
Expense Account	359.61
Balance due as of 12/6/83	$39,665.93

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 6th day of December, 1983, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore County aforesaid, personally appeared F. Vernon Boozer the Agent for Federal National Mortgage Association and attorney for the Plaintiffs in the above entitled case, and made oath that the aforegoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Kathryn Krushensky
KATHRYN KRUSHENSKY, Notary Public

My comm. exp. 7/1/86

KATHRYN KRUSHENSKY NOTARY PUBLIC

F. VERNON BOOZER and EDWARD C.	*	IN THE
COVAHEY, JR., Substituted Trustees	*	CIRCUIT COURT
VS.	*	OF
EVERETT J. REDMON and CAROLE F.	*	ST. MARY'S COUNTY
REDMON, his wife	*	IN EQUITY

****

ORDER TO DOCKET

MR. CLERK:

Please docket the above entitled matter and file the Deed of Trust from Everett J. Redmon and Carole F. Redmon, his wife, dated April 21, 1979 and recorded among the Land Records of St. Mary's County in Liber M.R.B. No. 41, folio 64, to Robert D. Fulghum, Trustee, as Exhibit A, and Deed of Trust Note as Exhibit B, and Declaration of Substitution of Trustees dated October 13, 1983 and recorded among the aforementioned Land Records in Liber No. 164, folio 154, substituting F. Vernon Boozer and Edward C. Covahey, Jr. as Substituted Trustees as Exhibit C, and enter our appearance for the Substituted Trustees.

COVAHEY AND BOOZER, Attorneys
F. Vernon Boozer
614 Bosley Avenue
Towson, Maryland 21204
301-828-9441

11:57AM12/12/83 001#8121 A 0003
#0000490
F.CLDS $60.00
##TTL $60.00
CHECK $60.00
CHNG $0.00

LIBER 021 PAGE 26

Case No. B-501

G. Thomas Daugherty, Attorney-Assignee
Plaintiff

Versus

Wendy Joan Patra Bruce and Anne Marie Antoinette Bruce
Defendant

DATE	CLERK'S MEMORANDUM
12-20-83	Line to Foreclose filed. Original Mortgage (Liber 100, Page 117)
	Mortgage Note, Military Affidavit, and Affidavit of Indebtedness
	filed.
1-13-84	Bond approved and filed. Affidavit, Report of Sale, Auctioneer's
	Certificate, Affidavit of Purchaser Under Rule BR6-(3), and
	Order Nisi filed. (copy to atty)
2-9-84	Certificates of Publication (2) filed.
2-16-84	Order for Ratification of Sale filed. (copies to atty and auditor)
2-17-84	Suggested Accounting filed.
2-28-84	Auditor's Report filed. Order Nisi filed. (copies to all parties0
4-17-84	Final Order Ratifying Auditor's Report filed. (copy to atty)
	CLOSED

LIBER 021 PAGE 27

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

G. THOMAS DUAGHERTY
Attorney-Assignee
32 Shangri La Drive, South
Lexington Park, Maryland 20653

Plaintiff

vs.

EQUITY NO. B 501

WENDY JOAN PATRA BRUCE
and
ANNE MARIE ANTIONETTE BRUCE
Star Route 5, Box 421
La Plata, Maryland 20646

* * * * * * * * * * * * * * *

LINE TO FORECLOSE

Madam Clerk:

Please docket the above action, together with the original Mortgage and Note attached hereto as Exhibit Nos. 1 and 2; Affidavit of Indebtedness attached hereto as Exhibit No. 3; a Military Affidavit attached hereto as Exhibit No. 4 and Assignment of Mortgage attached hereto as Exhibit No. 5.

G. Thomas Daugherty

G. THOMAS DAUGHERTY
32 Shangri La Drive, South
Lexington Park, Maryland 20653
(301) 862-2155

11:13AM12/20/83 001#8628 B 0010
#0000501
F.CLOS $60.00
##TTL $60.00
CASH $60.00
CHNG $0.00

LIBER 021 PAGE 28

MORTGAGE FEE—CITY OR COUN.. LUCAS BROS. INC.—#STR—1/9/68

LIBER 100 PAGE 117

TIME 4:05 P. M.

MARY R. BELL, CLERK
ST. MARY'S CO.

JUN 30-81 # 28613 *****13.00
JUN 30-81 A 28613 *****13.00

PURCHASE MONEY

THIS MORTGAGE, Made this 30th day of June

in the year nineteen hundred and eighty-one by and between

WENDY JOAN PATRA BRUCE and ANNE MARIE ANTOINETTE BRUCE ----------

Mortgagor s of the County of St. Mary's ---------- in the State of Maryland, of the first part and

DAVID K. WOOLFREY (a/k/a Wolfrey) and BETTY J. WOOLFREY / (a/k/a Wolfrey), his wife ----- , Mortgagee , of the second part:

Whereas, the said Mortgagors are justly indebted unto the said Mortgagees in the full sum of Fiftæn Thousand and No/100 ($15,000.00) Dollars, with interest from date at the rate of Twelve per centum (12%) per annum on the unpaid balance until paid, payable in monthly installments of Two Hundred Fifteen and 21/100 ($215.21) Dollars, commencing on the 1st day of August, 1981, and continuing on the 1st day of each month thereafter until the principal and interest are fully paid, except that the final payment of all remaining principal and interest, if not sooner paid, shall be due and payable on the 1st day of July, 1991, with the privilege to the said Mortgagors of prepayment, in whole or in part, at any time without penalty; and the said Mortgagors have given unto the said Mortgagees, their Mortgage Note of even date herewith, drawn to the order of the said Mortgagees, said prinvipal sum and interest and payable in the manner hereinabove set forth, to better secure the payment of the same as the monthly installments of principal and interest severally become due and payable, these presents are executed.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said WENDY JOAN PATRA BRUCE and ANNE MARIE ANTOINETTE BRUCE, their heirs and assigns,

forever ---------- do grant and convey unto DAVID K. WOOLFREY (a/k/a Wolfrey) and BETTY J. WOOLFREY (a/k/a Wolfrey), his wife, their ---------- heirs and assigns, in fee simple, all that ---------- lot / piece or parcel of ground situate and lying in the First Election District, St. Mary's / County, State of Maryland ---------- aforesaid, and described as follows, to wit:—Beginning for

BEGINNING at a point marked by an iron pipe set on the southwesterly side of Maryland State Route No. 5, said point being the terminus of the third course and distance of the Third Tract in "Part of St. Michael's Manor" as recorded in Liber C.B.G. 13 at folio 277 among the Land Records of St. Mary's County, Maryland, thence running from said point of beginning along the southwesterly side of said Route No. 5 the following course and distance:

1. S 54° 14' 16" E 102.43 feet to an iron pipe set at the northwest corner of the property now-or-formerly owned by A.E. Greenwell, Jr., thence leaving said Route No. 5 and running with the dividing line of said A.E. Greenwell, Jr. property and property hrerein described the following (2) courses and distances:

2. S 29° 12' 49" W 293.80 feet to a monument found, thence

3. S 54° 59' 14" E 64.65 feet to a monument found on the westerly line of property now-or-formerly owned by Charles E. Ridgell, thence with the dividing line of said Charles E. Ridgell property and property herein described the following course and distance:

4. S 29° 20' 19" W 578.94 feet to an iron pipe set on the northerly line of property now-or-formerly owned by W.A. Gebberdt, thence with the dividing line of said W.A. Gebberdt property and property herein described the following course and distance:

5. N 70° 24' 41" W 181.44 feet to a stone found at the southeast corner of the above mentioned Third Tract in "Part of St. Michael's Manor", thence with the dividing line of the St. Michael's Manor property and property herein described the following course and distance:

6. N 30° 05' 19" E 921.40 feet to the point of beginning and containing 3.120 acres of land.

BEING all and the same property conveyed to the within named Mortgagors from David K. Woolfrey (a/k/a Wolfrey) and Betty J. Woolfrey (a/k/a Wolfrey), his wife, by deed of even date herewith and intended to be recorded among the Land Records of St. Mary's County, Maryland immediately prior to these presents.

DEC 2 1983

#1

This is to certify that the within instrument was prepared by or under the supervision of the undersigned attorney, duly authorized to practice before the Court of Appeals of Maryland.

Attorney At Law

Together with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

To Have and To Hold the aforesaid parcel of ground with the improvements and appurtenances aforesaid unto and to the proper use and benefit of Mortgagees, their ---------- heirs and assigns, forever.

Provided, that if the said Mortgagors, their ----------

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Fifteen Thousand and No/100 ($15,000.00)---------- dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

"Upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this Mortgage then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith".

And the said Mortgagor hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagors hereby also authorize the said Mortgagees, personal representatives, or assigns, or their duly authorized Attorney or Agent of the said Mortgagees, their personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law and of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of Fifty ($50.00) ---------- Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagors their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And it is agreed that, until default be made in the premises, the said parties of the first part, their ------executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, ground rents, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments----------the said parties of the first part covenant to pay when legally payable.

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property against the loss by fire and other hazards to the amount of at least sufficient to protect the interests of the Mortgagees dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire or other loss to inure to the benefit of the said Mortgagee, their executors, administrators or assigns, to the extent of ---------- lien or claim hereunder.

Witness the hands and seals

TEST:

Sara J. Graves

Wendy Joan Patra Bruce [SEAL]
Wendy Joan Patra Bruce

Anne Marie Antoinette Bruce [SEAL]
Anne Marie Antoinette Bruce

..... [SEAL]

STATE OF MARYLAND
COUNTY OF ST. MARY'S

On this 30 **day of** June ,19 81 , **before me, a Notary Public of St. Mary's County, State of Maryland, personally appeared** Wendy Joan Patra Bruce and Anne Marie Antoinette Bruce ----------
Known to me(or satisfactorily proven) to be the person s whose name s are subscribed to the within Mortgage, and who acknowledged that they executed the same for the purposes therein contained. At the same time also personally appeared David K. Woolfrey (a/k/a Wolfrey) and Betty J. Woofrey (a/k/a Wolfrey) the party secured by the foregoing Mortgage, and made oath in due form of law that the consideration set forth in said Mortgage ($15,000.00)is true and bona fide as therein set forth; and that the loan sum secured hereby has been paid over and disbursed by the Party secured hereby unto the within named party of the first part or the person responsible for the disbursement of funds in the closing transaction or their respective agent at a time no later than the final and complete execution of this Mortgage; and also made oath that he is the agent of the party or parties secured and is duly authorized to make this affidavit.
AS WITNESS: My hand and Notarial Seal.

My Commission Expires: 7/1/82

Sara J. Graves
Notary Public

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

M. Dougherty
ATTORNEY

LIBER 021 PAGE 31

WE, the undersigned, hereby assign the within and foregoing Purchase Money Mortgage to G. Thomas Daugherty, Attorney, for the purpose of foreclosure, this 14th day of December, 1983.

David K. Woolfrey (SEAL)
DAVID K. WOOLFREY

WITNESS AS TO BOTH

Betty J. Woolfrey (SEAL)
BETTY J. WOOLFREY

10:58AM12/20/83A A/MRTG $13.00

Short Assignment BOOK 166 PAGE 217

OF MORTGAGE OR DEED OF TRUST FROM WENDY JOAN PATRA BRUCE AND ANNE MARIE ANTOINETTE BRUCE
(Maker of trust or mortgage)

TO DAVID K. WOOLFREY AND BETTY J. WOOLFREY, HIS WIFE AS RECORDED IN
(Trustees or Mortgagee)

LIBER MRB 100 FOLIO 117

Received at 4:05 in Liber 3 and exar 1 Cost of I

LIBER 021 PAGE 32

MORTGAGE NOTE

$15,000.00

Lexington Park, Maryland
June 30, 1981

SECURED BY A MORTGAGE OF EVEN DATE HEREWITH, We, the undersigned, WENDY JOAN PATRA BRUCE and ANNE MARIE ANTOINETTE BRUCE, jointly and severally promise to pay to the order of DAVID K. WOOLFREY and BETTY J. WOOLFREY, the full sum of Fifteen Thousand and No/100 Dollars ($15,000.00), which is to be paid with interest at the rate of Twelve per centum (12%) perannum, in monthly installments of Two Hundred Fifteen and 21/100 ($215.21 Dollars, commencing on the 1st day of August, 1981, and continuing on the 1st 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 1st day of July, 1991, with the privilege to the said Mortgagors of prepayment, in whole or in part, at any time without penalty.

VALUE RECEIVED

Wendy Joan Patra Bruce
WENDY JOAN PATRA BRUCE

Anne Marie Antoinette Bruce
ANNE MARIE ANTOINETTE BRUCE

11:15AM12/20/83 00188629 B 0010
#0000501
LDG IN $0.00
LDG-20 $0.00
L.TTL. $0.00
TTBAL $0.00

#2

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYALND

G. THOMAS DAUGHERTY Attorney-Assignee Plaintiff	•	
vs.	•	EQUITY NO. B-501
WENDY JOAN PATRA BRUCE and ANNE MARIE ANTIONETTE BRUCE Defendants	•	

• • • • • • • • • • • • • • •

MILITARY AFFIDAVIT

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY, that before me, the subscriber, a Notary Public of the State in and for the County, personally appeared G. Thomas Daugherty, Attorney Assignee, and made oath in due form of law that he knows the Defendants herein and based on his review of his records, to the best of his knowledge, information and belief:

(1) Said Defendants, Wendy Joan Patra Bruce and Anne Marie Antionette Bruce are not in the Military Service of the United States, and are not subject to any benefits under Soldiers and Sailors Civil Relief Act of 1940 and amendments thereto.

G. Thomas Daugherty
G. THOMAS DAUGHERTY
Attorney-Assignee

SUBSCRIBED and sworn to before me this 20th day of December, 1983.

Carolyn Harris
Notary Public
My Commission Expires: 8/1/86

NOTARY PUBLIC ST. MARY'S CO.

11:15AM12/20/83 001#8631 B 0010
#0000501
LDG IN $0.00
LDG-15 $0.00
L.TTL. $0.00
##BAL $0.00

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

G. THOMAS DAUGHERTY
Attorney-Assignee

Plaintiff

vs. EQUITY NO. B 501

WENDY JOAN PATRA BRUCE
and
ANNE MARIE ANTIONETTE BRUCE

Defendants

* * * * * * * * * * * * * * *

AFFIDAVIT OF INDEBTEDNESS

I HEREBY CERTIFY, that on this 20th day of December, 1983, personally appeared G. THOMAS DAUGHERTY, Attorney-Assignee, and made oath in due form of law that the balance due and owing DAVID K. WOOLFREY AND BETTY J. WOOLFREY is:

Principal and interest due as of December 15, 1983 ..... $13,486.44

(which included interest from August 27, 1983 to December 15, 1983 at 12%)

at Twelve (12) percent per annum at $4.43 per day from December 15, 1983.

G. Thomas Daugherty
G. THOMAS DAUGHERTY
Attorney-Assignee

SUBSCRIBED and sworn to before me this 20th day of December, 1983.

Carolyn Hanson
Notary Public
My Commission Expires: 7/1/86

11:15AM12/20/83 0018630 B 0010
W0000501
LDG IN $0.00
LDG-14 $0.00
L.TTL. $0.00
TOTAL $0.00

SAFECO

LIBER 021 PAGE 35

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

Eq B-501

Bond № 4695517

MORTGAGEES OR TRUSTEES BOND

KNOW ALL BY THESE PRESENTS, THAT we, G. Thomas Daugherty, Attorney Assignee

as principal, and SAFECO Insurance Company of America, a body corporate, duly incorporated under the laws of the State of Washington, as surety, are held and firmly bound unto the STATE OF MARYLAND, in the full and just sum of Fourteen Thousand &oo/100 ($ 14,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 10th day of January, in the year of our Lord 1984.

WHEREAS, the above bounden G. Thomas Daugherty, Attorney Assignee

by virtue of the power contained in a mortgage - deed of trust from David K. Woolfrey & Betty J. Woolfrey (AKA Wolfrey)

to Wendy Joan Patra Bruce & Anne Marie Antionette Bruce bearing date the 30th day of June, 1981

and recorded among the Land Records of St. Mary's County, Md.

in Libor No. MRB100, Folio 117 and described as

3.120 acres more or less, in 1st election district, St. Mary's Co., Md.

Equity #B501

is about to sell the land and premises described in said mortgage - deed of trust, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden G. Thomas Daugherty, Attorney Assignee

do and shall well and truly and faithfully perform the trust reposed in him under the mortgage - deed of trust aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF, the above bounden G. Thomas Daugherty, Attorney Assignee

has - have hereto set his hand and seal and the said body corporate has caused those presents to be duly signed by its duly authorized agent and attorney-in-fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of

Carolyn Hanson

Katherine C Bean

G. Thomas Daugherty (SEAL)
G. Thomas Daugherty, Attorney Assignee

(SEAL)

SAFECO INSURANCE COMPANY OF AMERICA

By Trudy Raley
Trudy Raley, Attorney-in-Fact

SAFECO INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1953 STATE OF WASHINGTON

GOOD APPROVED: 1/13 84

Mary R. Bell

St. Mary's

S-1518 R1 7/82

PRINTED IN U.S.A.

SAFECO

POWER OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

LIBER 021 PAGE 36

No. 5899

KNOW ALL BY THESE PRESENTS:

That **SAFECO Insurance Company of America**, a Washington corporation, does hereby appoint

-----J. FRANK RALEY, JR.; TRUDY RALEY; JOSEPH GLOVER, Lexington Park, Maryland-----

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind **SAFECO Insurance Company of America** thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office, in amounts or penalties not exceeding the sum of:

TWO HUNDRED FIFTY THOUSAND AND NO/100---------- DOLLARS ($250,000.00)

IN WITNESS WHEREOF, SAFECO Insurance Company of America has executed and attested these presents

this 6th day of April 19 79

CERTIFICATE

Extract from the By-Laws of **SAFECO Insurance Company of America:**

"Article VI, Section 12. — FIDELITY AND SURETY BONDS . . . the President, any Vice President, and the Secretary shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business . . . On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of
SAFECO Insurance Company of America adopted July 28, 1970

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,
(i) The provisions of Article VI, Section 12 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,
the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, W.D. Hammersla, Secretary of **SAFECO Insurance Company of America**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 10th day of January 19 84

S-1302 R2 3-78

PRINTED IN U.S.A.

LE 021 PAGE 37

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

G. THOMAS DAUGHERTY *
Attorney Assignee

vs. * EQUITY NO. B-501

WENDY JOAN PATRA BRUCE *
and
ANNE MARIE ANTIONETTE BRUCE *

Defendants

10:29AM01/13/84 001#0117 B 0010
#0000501 *
LDG IN $0.00
LDG-14 $0.00
L.TTL. $0.00
TTBAL $0.00

* * * * * * * * * * * *

AFFIDAVIT

STATE OF MARYLAND
COUNTY OF ST. MARY'S:

The undersigned, G. Thomas Daugherty, being first duly sworn on oath deposes and says; that he is the Attorney Assignee for David K. Woolfrey and Betty J. Woolfrey, his wife, the holder of the indebtedness secured by the Mortgage which was foreclosed in the above entitled case on January 13, 1984; that in compliance with Rule W73 A. 2. (c) of the Maryland Rules and Procedures he did on January 5, 1984, by certified mail send to Wendy Joan Patra Bruce and Anne Marie Antionette Bruce, Star Route 5, Box 421, LaPlata, Maryland 20646, the last known address of the Defendant, separate notice of the time, place and terms of sale relative to the property described in the foreclosed Mortgage as evidenced by the certified receipts attached hereto and made part hereof.

G. Thomas Daugherty
G. Thomas Daugherty Attorney Assignee

otary Public, this 13th

Public
ission Expires: 1/1/86

P06 220 9208
RECEIPT FOR CERTIFIED MAIL
NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL
(See Reverse)

SENT TO
Wendy Joan Patra Bruce
STREET AND NO.
Star Route 5 Box 421
P.O., STATE AND ZIP CODE
LaPlata Md 20646

POSTAGE	$ .75
CERTIFIED FEE	
SPECIAL DELIVERY	
RESTRICTED DELIVERY	
SHOW TO WHOM AND DATE DELIVERED	.60
RETURN RECEIPT SERVICE	
OPTIONAL SERVICES	
CONSULT POSTMASTER FOR FEES	
TOTAL POSTAGE AND FEES	$ 1.35
POSTMARK OR DATE	EXTENTION PARK, MD JAN 13 1984 USPO

PS Form 3800, Apr. 1976

P06 220 9207
RECEIPT FOR CERTIFIED MAIL
NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL
(See Reverse)

SENT TO
Marie Antionette Bruce
STREET AND NO.
Star Rt. 5, Box 421
P.O., STATE AND ZIP CODE
LaPlata Md 20646

POSTAGE	$ .75
CERTIFIED FEE	
SPECIAL DELIVERY	
RESTRICTED DELIVERY	
SHOW TO WHOM AND DATE DELIVERED	.60
RETURN RECEIPT SERVICE	
OPTIONAL SERVICES	
CONSULT POSTMASTER FOR FEES	
TOTAL POSTAGE AND FEES	$ 1.35
POSTMARK OR DATE	EXTENTION PARK, MD JAN 13 1984 USPO

PS Form 3800, Apr. 1976

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

G. THOMAS DAUGHERTY
attorney Assignee

Plaintiff

vs.

EQUITY NO. B-501

WENDY JOAN PATRA BRUCE
and
ANNE MARIE ANTIONETTE BRUCE

Defendants

10:30AM01/13/84 0010119 B 0010
#0000501
LDG IN $0.00
LDG-16 $0.00
LDG-20 $0.00
L.TTL. $0.00
#BAL $0.00

ATTORNEY-ASSIGNEE'S REPORT OF SALE

The report of G. Thomas Daugherty, Attorney Assignee, under terms of a Mortgage from Wendy Joan Patra Bruce and Anne Marie Antionette Bruce to David K. Woolfrey and Betty J. Woolfrey, his wife, dated June 30, 1981 and recorded among the Land Records of St. Mary's County, Maryland, in Liber MRB 100, Folio 117.

The Default having occurred under the terms of said mortgage the Attorney Assignee, after giving bond as security for the performance of the trust and having complies with all requisites required by law and said Mortgage and having given notice of the time, place, manner and terms of sale by advertisements inserted in the Enterprise, a newspsper published in St. Mary's County, Maryland, for three successive weeks (as required by Rule BR3 of the Rules of Procedure) before the date of sale, the said Attorney Assignee, pursuant to said Notice, at the door of the Court House in Leonardtown, Maryland at 10:00 a.m. on January 13, 1984, proceeded to sell the property described in said mortgage as follows:

All that lot of ground lying and being in the First Election District of St. Mary's County, Maryland, containing 3.120 acres of land more or less and being the same mentioned and described in the Mortgage filed in this porceeding.

The Attorney Assignee proceeded to sell the property to DAVID K WOLFREY & Betty J. Wolfrey for $10,000.00.

Witness the hand and seal of the Attorney Assignee.

G. Thomas Daugherty
G. Thomas Daugherty
Attorney Assignee

STATE OF MARYLAND
COUNTY OF ST. MARY'S, TO WIT:

I HEREBY CERTIFY, that on this 13th day of January, 1984, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared G. Thomas Daugherty, Attorney Assignee, and under oath in due form of law stated that the matters set forth in the aforegoing report of sale are true to the best of his knowledge and belief, and that the sale therein was fairly made.

Carolyn Hanson
Notary Public
My Commission Expires: 7/1/86

NOTARY PUBLIC CAROLYN HANSON ST. MARY'S CO.

LBR 021 : 40

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

G. THOMAS DAUGHERTY
Attorney Assignee

vs.

EQUITY B-501

WENDY JOAN PATRA BRUCE
and
ANNE MARIE ANTIONETTE BRUCE

Defendants

10:30AM01/13/94 001#0118 B 0010
#0000501
LDG IN $0.00
LDG IN $0.00
LDG-20 $0.00
L.TTL. $0.00
TOTAL $0.00

AUCTIONEER'S CERTIFICATE

I HEREBY CERTIFY, that I acted as Auctioneer for the sale of certain real eatate lying and being in the First Election District of St. Mary's County, Maryland owned by Wendy Joan Patra Bruce and Anne Marie Antionette Bruce, and being known as 3.120 acres of land more or less, being the same mentioned and described in the Mortgage filed for foreclosure in Equity No. B-501 in the Circuit Court for St. Mary's County, Maryland.

The highest bid for the property was made by DAVID K. WOLFREY & BETHY J. WOLFREY, and same was received, for the sum of $10,000.00.

I do further certify that the said sale was fairly made to the best of my knowledge and belief.

Received of Daugherty and Daugherty, P.A. the sum of [redacted] $25.00

LIBER 021 PAGE 41

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

G. THOMAS DAUGHERTY
Attorney Assignee

vs.

EQUITY NO. B-501

WENDY JOAN PATRA BRUCE
and
ANNE MARIE ANTIONETTE BRUCE

Defendant

10:31AM01/13/84 001M0120 B 0010
M0000501
LDG IN $0.00
LDG-14 $0.00
L.TTL. $0.00
TBAL. $0.00

AFFIDAVIT OF PURCHASER UNDER RULE B R 6 - (3)

I/We, the undersigned, hereby certify:

That I/We purchased the following described property at and for the price of $10,000.00.

All that property in the First Election District of St. Mary's County, Maryland and described as follows:

3.120 acres of land more or less.

That I/We agree to comply with the terms of the sale as set forth in the advertisement of the said sale.

That I/We purchased the property on our own behalf and there are no other persons who are interested as principals.

That I/We have not directly or indirectly discouraged anyone from bidding at the time of the sale.

AS WITNESS OUR hand and seal this 13TH day of JANUARY, 1984.

Betty J. Wolfrey
David K. Wolfrey (SEAL)
DAVID K. WOLFREY

Betty J. Wolfrey (SEAL)
BETTY J. WOLFREY

State of Maryland, County of St. Mary's to wit:

I HEREBY CERTIFY, that on this 13TH day of JANUARY, 1984, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared DAVID K. WOLFREY & BETTY J. WOLFREY, his WIFE who made oath in due form of law that the matters and facts set forth above are true to their best knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Carolyn Hayes
Notary Public
My Commission Expires: 7/1/86

NOTARY PUBLIC ST. MARY'S CO. MD. CAROLYN HAYES

LIBER 021 PAGE 42

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

G. THOMAS DAUGHERTY Attorney Assignee	*	
vs.	*	EQUITY NO B-501
WENDY JOAN PATRA BRUCE and ANNE MARIE ANTIONETTE BRUCE	*	
Defendants		

* * * * * * * * * * * * *

ORDER NISI

ORDERED, this 13th day of January, 1984, by the Circuit Court for St. Mary's County, Maryland, that the sale of the property mentioned in these proceedings, made and reported by G. Thomas Daugherty, Attorney Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th day of February, 1984, next provided a copy of this Order be inserted in some newspaper published in said County once in each of three successive weeks before the 10th day of February, 1984, next.

The report states the amount of sale to be $10,000.00.

Mary R. Bell
MARY R. BELL, CLERK OF THE CIRCUIT COURT
FOR ST. MARY'S COUNY, MARYLAND

10:35AM01/13/84 001M0121 B 0010
#0000501
LDG IN $0.00
LDG-4 $0.00
L.TTL. $0.00
TOTAL $0.00

LIBER 021 PAGE 43

CERTIFICATE OF PUBLICATION

IN The Court

For ST. MARY'S COUNTY, MARYLAND

This is to certify that the appended LEGAL NOTICE ORDER NISI

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has been published in THE ENTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for THREE (3) successive weeks, prior to the

FEBRUARY 10, 1984

DATE LAST PUBLISHED FEB. 1, 1984

and that the first publication appeared in the issue of JANUARY 18, 19 84

N. HINES: LEGAL SECTION

N Hines

11:28AM02/09/84 001#1859 A 0003
#0000501

LDG IN	$0.00
LDG-30	$0.00
L.TTL.	$0.00
##BAL	$0.00

LEGAL NOTICE

IN THE
CIRCUIT
COURT OF
ST. MARY'S
COUNTY,
MARYLAND

G. THOMAS
DAUGHERTY
Attorney
Assignee
vs.
WENDY JOAN
PATRA BRUCE
and
ANNE MARIE
ANTIONETTE
BRUCE
Defendants

EQUITY NO. B-501

ORDER NISI

ORDERED, this 13th day of January, 1984, by the Circuit Court for St. Mary's County, Maryland, that the sale of the property mentioned in these proceedings, made and reported by G. Thomas Daugherty, Attorney Assignee, be ratified and confirmed, unless cause to the contrary thereof shown on or before the 10th day of February, 1984, next provided a copy of this Order be inserted in some newspaper published in said County once in each of three successive weeks before the 10th day of February, 1984, next.

The report states the amount of sale to be $10,000.00.

MARY R. BELL
CLERK OF THE
CIRCUIT COURT
FOR ST. MARY'S
COUNTY,
MARYLAND

S 1-18, 1-25, 2-1-84

LIBER 021 PAGE 45

CERTIFICATE OF PUBLICATION

IN The Court

For ST. MARY'S COUNTY, MARYLAND

This is to certify that the appended LEGAL NOTICE OF ATTORNEY ASSIGNEE SALE OF VALUABLE IMPROVED FEE SIMPLE PROPERTY

has been published in THE ENTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for THREE (3) successive weeks, prior to the JANUARY 13, 1984

DATE LAST PUBLISHED JAN. 11, 1984

and that the first publication appeared in the issue of DECEMBER 28, 19 83

N. HINES: LEGAL SECTION

N. Hines

11:29AM02/09/84 001#1860 A 0003
#0000501
LDG IN $0.00
LDG-30 $0.00
L.TTL. $0.00
ITEM $0.00

LEGAL NOTICE

ATTORNEY-ASSIGNEE SALE OF VALUABLE IMPROVED FEE SIMPLE PROPERTY ST. MARY'S COUNTY, MARYLAND

Under and by virtue of the Power of Sale contained in a certain Mortgage from Wendy Joan Patra Bruce and Anne Marie Antionette Bruce, to David K. Woolfrey and Betty J. Woolfrey, his wife, dated the 30th day of June, 1981, and recorded in Liber MRB 100, Folio 117, among the Land Records of St. Mary's County, Maryland, the holder of the indebtedness secured by the Mortgage having appointed G. Thomas Daugherty, Attorney-Assignee, for the purposes of foreclosure, by instrument duly executed, acknowledged, and recorded among the Land Records of the County aforesaid, default having occurred under the terms thereof and at the request of the party secured thereby, the undersigned Attorney-Assignee will sell at public auction, at the door of the Courthouse for the Circuit Court of St. Mary's County, Leonardtown, Maryland on

FRIDAY, JANUARY 13, 1984 AT 10:00 AM

ALL THAT LOT OF GROUND AND THE IMPROVEMENTS THEREON, situate in the First Election District, St. Mary's County, Maryland and described as follows:

3.120 Acres more or less as described in a Deed dated June 30, 1981 from David K. Woolfrey and Betty J. Woolfrey, his wife to Wendy Joan Patra Bruce and Anne Mari tionette Bruce recor among the Land Records of St. Mary's County, Maryland in Liber MRB 100, Folio 115, and rerecorded in Liber MRB 100, Folio 241. Said property is improved by a 30 foot by 40 foot story and ½ wood frame summer house.

The property will be sold subject to all conditions, liens, restrictions, and agreements of record affecting same, if any.

TERMS OF SALE: A cash deposit or certified check of $2,000.00 shall be paid at the time and place of sale, balance in cash at settlement which shall be twenty (20) days after final ratification of sale by the Circuit Court of St. Mary's County, Maryland, unless said period is extended by the Assignee, his successors or assigns for good cause shown, time being of the essence. Interest at the rate of Twelve per cent (12%) per annum shall accrue on the unpaid debt from date of sale to date of settlement. Taxes and water rent to be adjusted to date of sale. All other public charges and assessments payable on an annual basis, including sanitary and/or Metropolitan District Charges shall be adjusted to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps, transfer, taxes, document preparation and title insurance shall be borne by the purchaser. The improvements are being sold in an "as is" condition with purchaser responsible for any and all outstanding housing code violations.

G. Thomas Daugherty
Attorney-Assignee
32 Shangri La Drive,
South
Lexington Park,
Maryland 20653
(301) 862-2155

J 12-28, 1-4, 1-11-84

LIBER 021 PAGE 46

LIBER 021 PAGE 47

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

G. THOMAS DAUGHERTY *
Attorney Assignee

vs. * EQUITY NO. B-501

WENDY JOAN PATRA BRUCE *
and
ANNE MARIE ANTIONETTE BRUCE *

Defendant

* * * * * * * * * * * * * *

ORDERED, this 16th day of February, 1984 by the Circuit Court for St. Mary's County, Maryland, in Equity, that the sale made and reported in the above entitled cause be, and the same is hereby finally ratified and confirmed, no cause having been shown, although due notice appears to have been given as required by the Order Nisi heretofore passed and published in said cause; and the Attorney Assignee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditors, to whom this cause is hereby referred.

JUDGE

11:34AM02/16/84 001#2342 A 0006
LDG IN $0.00
LDG-4 $0.00
L.TTL. $0.00
TTBAL $0.00

JAN 13 1984

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

G. THOMAS DAUGHERTY, *
Attorney Assignee

Plaintiff *

-V- * EQUITY B-501

WENDY JOAN PATRA BRUCE *
and
ANNE MARIE ANTIONETTE BRUCE *

Defendants *

1:00PM02/17/84 00142463 A 0003
#0000501
LDG IN $0.00
LDG-20 $0.00
L.TTL. $0.00
##BAL $0.00

SUGGESTED ACCOUNTING

	DEBTS	CREDITS
PROCEEDS OF SALE		$10,000.00
Court Costs	$60.00	
Recording Assignment (To be Charged)	13.00	
County Prop. Tax 7-1-83 - 6-30-83	198.89	
7-1-83 - 12-13-84	100.93	
Auditor's Fee	100.00	
Notice & Order NISI, The Enterprise	334.80	
Bond: J. Frank Raley Ins., Inc.	56.00	
Certified Mail Costs (See File Affidavit) 2 receipts @ $1.55 each	3.10	
Auctioneer Fee: Sylvia Briscoe	25.00	
Attorney Fee Per Mortgage	50.00	
Title Examination, Tri County Abstract, Inc.	36.00	
Commission 10% 3,000.00 $300.00; 5% 7,000.00 $350.00	650.00	
COSTS OF SALE	1,627.72	
Principal amount due under Mortgage together with interest & late charges from 8-27-83 to 1-13-84	13,614.91	
Defecency		5,242.63
TOTAL	15,242.63	15,242.63

G. Thomas Daugherty

G. THOMAS DAUGHERTY
Substitute Trustee

STATE OF MARYLAND
COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY, that on this 15th day of February, 1984, before me, the subscriber, a Notary Public of the State and County of Maryland, in and for the State and County aforesaid, personally appeared G. THOMAS DAUGHERTY, Attorney Assignee, and made oath in due form of law as follows:

That he has examined all appropriate public records and that based upon said examination, he believes that the distribution of the funds in this matter should be authorized as set forth in the aforegoing Suggested Audit.

WITNESS my Hand and Notarial Seal.

Jo Anne Klear
Notary Public
My Commission Expires: 7/1/86

Persons Entitled to Notice:

Marie Antionette Bruce
Star Route 5, Box 421
La Plata, Maryland 20646

Wendy Joan Patra Bruce
Star Route 5, Box 421
La Plata, Maryland 20646

David K. Woldrey
Betty J. Wolfrey
Route 14, Box 49
Falmouth, Virginia 22405

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

G. Thomas Daugherty, :
Attorney - Assignee,
Plaintiff,

v. : Equity No. B-501

Wendy Joan Patra Bruce and
Anne Marie Antoinette Bruce,
Defendants. :

10:17AM02/28/84 0018M3073 A 0006
LDG IN $0.00
LDG-20 $0.00
L.TTL. $0.00
TOTAL $0.00

AUDITOR'S REPORT

Pursuant to an Order of Court dated February 16, 1984 ratifying the sale in the above entitled cause, I report as follows:

Proceeds of Sale:			10,000.00
Costs and Expenses of Sale:			
1. Court costs			60.00
2. Recording assignment			13.00
3. County Property taxes			
a. 7/1/82 to 6/30/83		198.89	
b. 7/1/83 to 1/13/83		100.93	299.82
4. Auditor's fee			100.00
5. Advertising, The Enterprise			
a. Notice of Sale		289.80	
b. Order Nisi		45.00	334.80
6. Bond, J. Frank Raley Ins., Inc.			56.00
7. Certified mail			3.10
8. Auctioneer fee, Sylvia Briscoe			25.00
9. Attorney's fee			50.00
10. Commission per Seventh Circuit Rule BR 7			
10% of 3,000.00		300.00	
5% of 7,000.00		350.00	650.00
11. Title Examination, Tri-County Abstract, Inc.			36.00
Total costs and expenses:			1,627.72
Proceeds of Sale			10,000.00
Less costs and expenses			1,627.72
Balance to Distribute:			8,372.28
Distribution:			
Amount due under mortgage foreclosed on, together with interest and late charges from 8/27/83 to 1/13/84			13,614.91
Less Balance to Distribute			8,372.28
DEFICIENCY:			5,242.63

TAKE NOTICE

The undersigned represents that this Audit is true to his best knowledge and belief and that this Notice is sent pursuant to Maryland Rule 595g and to each of the below to whom this audit is sent I advise that exceptions must be filed within fifteen (15) days of this date, February 28th, 1984, and if no exceptions are filed within 15 days of the last mentioned date, then the account may be ratified. The substance of the amounts due are as per representations filed by the secured party, his agent or attorney, and this Auditor's Report is confined to and based upon the reports so provided the undersigned by the Trustee at foreclosure.

Joseph Ernest Bell II
Joseph Ernest Bell, II, Court Auditor

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 28th day of February, 1984, I mailed copies of the foregoing Auditor's Report to the following, postage prepaid:

1. Marie Antoinette Bruce
   Star Route 5, Box 421
   La Plata, Maryland 20646

2. Wendy Joan Patra Bruce
   Star Route 5, Box 421
   La Plata, Maryland 20646

3. David K. Wolfrey and Betty J. Wolfrey
   Rt. 14, Box 49
   Falmouth, Virginia 22405

4. G. Thomas Daugherty
   32 Shangri La Drive, South
   Lexington Park, Maryland 20653

Joseph Ernest Bell II
Joseph Ernest Bell, II
Court Auditor

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

G. Thomas Daugherty, Attorney-Assignee	)	
	)	
vs.	)	Equity B-501
	)	
Wendy Joan Patra Bruce Anne Marie Antoinette Bruce	)	

ORDER NISI

ORDERED by the Court this 28th day of February 1984, that the Report of Joseph E. Bell II, Auditor mentioned in these proceedings, be ratified and confirmed, unless cause to the contrary be shown on or before the 14th day of March 19 84, provided notice is given in the manner provided by Maryland Rule 595 g to the persons entitled thereto.

Mary R. Bell
CLERK
Mary R. Bell

2:21PM02/28/84 001M3124 D 0012
#0000501
LDG IN $0.00
LDG-4 $0.00
L.TTL. $0.00
TOTAL $0.00

[redacted]

Mary R. Bell
Clerk of the Circuit Court
For St. Mary's County, Md.

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MD.

G. Thomas Daugherty,
Attorney-Assignee

EQUITY B-501

2:51PM04/17/84 00186497 D 0012
#0000501
LOG IN $0.00
LOG-4 $0.00
L.TTL. $0.00
##BAL $0.00

Wendy Joan Patra Bruce and
Anne Marie Antoinette Bruce

FINAL ORDER RATIFYING AUDITOR'S REPORT

It is this 17th day of April 1984, by the Circuit Court for St. Mary's County, Maryland, in Equity ORDERED that the account of the Auditor, as made and duly filed in these proceedings on February 28, 1984 be, and hereby is finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given in the manner prescribed by Maryland Rule 595 g to the persons entitled thereto.

Mary R. Bell
Mary R. Bell, Clerk
Circuit Court for St. Mary's Co
Maryland.

LIBER 021 PAGE 54

Case No. B-517

Baltimore Federal Savings and Loan Association and
Robert J. Schick, Attorney for Foreclosure — Plaintiff

Versus

Donald W. Shepherd — Defendant

DATE	CLERK'S MEMORANDUM
1-5-84	Line to Docket Suit filed. Original Mortgage (Liber 095, Page 360)
	Statement of Claim Due Under Mortgage, and Non-Military Service
	Affidavit filed.
4-27-84	Line and copy of Order Lifting Stay filed.
5-14-84	Amended Statement of Claim Due Under Mortgage filed.
5-31-84	Bond approved and filed.
6-4-84	Affidavit, Certification of Publication, Line, Report of Sale,
	Purchaser's Affidavit, Auctioneer's Certificate, and Order Nisi
	filed. (copy to atty)
7-2-84	Line and Certificate of Publication filed.
7-11-84	Final Order Ratifying Sale filed. (copies to atty and auditor)
9-19-84	Auditor's Report filed.
10-4-84	Final Order Ratifying Auditor's Report filed. (copy to atty)
	CLOSED

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, and ROBERT J. SCHICK, Attorney for Foreclosure	:	
vs	:	EQUITY NO. 0517
DONALD W. SHEPHERD	:	

Defendant

LINE

Madam Clerk:

Please docket the above-captioned case and file among the papers the following documents:

1. Original Mortgage from DONALD W. SHEPHERD to Baltimore Federal Savings and Loan Association, dated April 29, 1981 and recorded among the Land Records of St. Mary's County, Maryland in Liber 95, Folio 360.

2. Statement of Indebtedness due.

3. Non-Military Affidavit.

ANDREWS, SCHICK & BONGAR, P.A.

BY: _____
Robert J. Schick
Attorney Named In Mortgage
P.O. Box 696
WALDORF, Maryland 20601

10:35AM01/05/84 00189419 B 0010
#0000517
F.CLOS $60.00
##TTL $60.00
CHECK $60.00
CHG $0.00

LIBER 695 PAGE 360

6905

LIBER 021 PAGE 56

FILE NO. BF81-2628cm

INDIVIDUAL & CORPORATE

City and County Form – Construction

THIS MORTGAGE, made this 29th day of April, in the year one thousand, nine hundred and Eighty One, between DONALD W. SHEPHERD

of Charles County, in the State of Maryland, Mortgagor, and

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee:

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of

------FIFTY NINE THOUSAND TWO HUNDRED FIFTY and 00/100---------- Dollars,

receipt of which is hereby acknowledged by the Mortgagor, for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest at the rate of 14-3/4---% per annum from the date hereof for the period of construction not to exceed ----17--- months and --2--- days payable monthly commencing on the first day of June, 19 81, and thereafter at the rate of 14-3/4--- % per annum in the manner following:

By the payment of Eight Hundred Nineteen and 00/100---------- Dollars, commencing on the first day of November, 19 82, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum;

The due execution of this mortgage having been a condition precedent to the granting of said advance;

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee all the lot(s) of ground situate and lying in 5th District St.Mary's county in said State, and described as follows:

Lot numbered FOURTEEN (14), in the subdivision called and known as SHADY DALE SUBDIVISION as per plat thereof as recorded in Liber DBK No. 10 at Folio 6, among the land records of St. Mary's County, Maryland.

Being part of the land as acquired by Donald W. Shepherd by deed dated August 27, 1979 and recorded among the land records of St. Mary's County, Maryland in Liber MRB 52 at folio 192.

This loan may be prepaid in whole or part in an amount not less than the ensuing installment of principal; but, after the construction term and during the permanent term, should the aggregate amount of prepayment in any one year exceed 20% of the original loan amount, six months interest will be charged on such amount that is in excess of 20%.

RECORDED
MARY R. BELL
CLERK CIRCUIT COURT

'81 MAY 1 PM 12 30

MAY -1-81 * 25689 ****400.40
MAY -1-81 B #25689 ****389.40
MAY -1-81 B #25688 *****11.00

FILED

JUN 18 1982

CIRCUIT COURT
FOR
ST. MARY'S CO., MD.

JAN 5 1984

Mortgagor hereby agrees that any default in the terms set forth in either this mortgage or in any prior or subsequent duly recorded mortgage to the mortgagee secured by the same property or any part thereof shall constitute a default in all of said mortgages. The Mortgagee may at any time thereafter declare the entire indebtedness due under said mortgages to be immediately due and payable, and Mortgagee may thereupon exercise any and all rights and remedies afforded in the event of default in any of said mortgages, and it is agreed that the Mortgagee may enforce any remedy it has under any of said mortgages simultaneously or in the order the Mortgagee shall determine in its sole and absolute discretion.

It is expressly agreed and understood that any default under the terms of the building loan agreement of even date herewith, in connection with the herein mortgage loan, shall, at the option of the Mortgagee, render this mortgage in default.

AND WHEREAS, this mortgage shall also secure future advances as provided by Chapter 349 of the Laws of Maryland passed at the January Session of the General Assembly in the year 1972 or any supplement, amendment, or addition thereto.

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee forever, in fee simple.

It is agreed that said mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced may be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

Provided, however, if the said Mortgagor shall make or cause to be made the payments as agreed and perform and comply with the covenants and conditions herein mentioned on his part to be done, then this mortgage shall be void.

And the said Mortgagor covenants with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, to the extent necessary to protect its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee; and in case of failure of the Mortgagor so to do, the Mortgagee may do so and the amount paid to accomplish this purpose shall then be added to the principal debt herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the Mortgagee only, the Mortgagor hereby waiving all right to the possession of said payment until (a) the Mortgagee's claim under this mortgage has been fully paid and satisfied or (b) the Mortgagor has restored the premises to their condition prior to the casualty loss, which restoration must be promptly and diligently accomplished. The insurance proceeds shall at no time constitute a fund to which the Mortgagor can look for the payment of any regular monthly installment, whether overdue or current or future; the monthly payments required hereunder shall continue to be due and payable by the Mortgagor even though the Mortgagee is holding insurance proceeds. In the event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or Grantee. (3) to pay all ground rent, taxes, water rent, insurance, mortgage guaranty insurance (if applicable), public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; and, for the purpose of establishing a fund to assure said payments, the Mortgagor, in addition to the monthly payment of principal and interest payable under the terms of this mortgage, shall pay to the Mortgagee, on the first day of each month until the entire indebtedness is fully paid, one-twelfth of the yearly aggregate of such items (as estimated by the Mortgagee). The fund so established shall be held by the Mortgagee in trust solely for the purposes indicated; the fund may be commingled with other funds of the Mortgagee and shall not earn any dividends or interest for the Mortgagor. In the event the Mortgagor fails to provide sufficient funds to pay said expenses, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. Failure to establish and maintain the fund for the payment of the expenses above referred to shall, at the option of the Mortgagee, constitute a default of this mortgage, for which foreclosure may be filed. (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and payable, and the mortgage subject to foreclosure. (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the covenants or conditions hereof for thirty days; (8) to pay a late charge not to exceed 10% of the total amount of any delinquent or late periodic installment of interest and principal which is received at the office of the Mortgagee more than fifteen (15) calendar days after the due date thereof; (9) To pay to the attorney for the Mortgagee, at the time when the final payment necessary to discharge the mortgage debt is made, the costs and expenses incident to the preparation and recording of a release of this mortgage.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor may retain possession of the hereby mortgaged property.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of their property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, or Robert J. Schick or George E. Andrews, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland and the Maryland Rules of Procedure, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of $592.50 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland, (2) to the payment of all claims of the said Mortgagee, under this mortgage whether the same shall have matured or not including interest thereon until final ratification of the auditor's account; (3) the surplus (if any there be), to the said Mortgagor, or to whomever may be entitled to the same. Should the property described herein be advertised for sale hereunder and not sold, the Mortgagor shall pay, each and every time such event may occur, the following expenses and charges: (a) the expenses and costs incident to such sale to date, including the fee provided herein; and (b) one-half of the commission as herein provided computed on the amount of the debt hereby secured.

The said Mortgagor covenants that he will warrant specially the property hereby mortgaged, and that he will execute such further assurances as may be requisite.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise. The covenants herein contained shall bind, and the benefits and advantages herein recited shall enure to the respective heirs, executors, personal representatives, successors and assigns of the parties hereto.

The Mortgagor by execution of this instrument certifies that prior to such execution he has received a loan disclosure statement in connection with this loan as required by Article 49 of the Annotated Code of Maryland.

WITNESS the hand(s) and seal(s) of the said Mortgagor(s).
~~WITNESS the corporate seal of the said Mortgagor and the signature of its vice president.~~

WITNESS:

Donald W. Shepherd (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND, COUNTY OF Charles, TO WIT:

On this 29th day of April, 19 81, before me, a Notary Public of said State, personally appeared Donald W. Shepherd

known to me (or satisfactorily proven), to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, acknowledged that he executed the same for the purposes therein contained, [redacted]

On the same day also personally appeared Robert J. Schick Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, that the amount of said mortgage loan has been paid over the disbursed pursuant hereto by the Mortgagee to either the Mortgagor or the settling Attorneys, or their respective agent, prior to the final and complete execution and delivery by the borrower of this mortgage, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

As WITNESS my hand and Notarial Seal.

Carol Ann Moore
Notary Public

My commission expires 7/1/82

This is to certify that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Attorney

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, and ROBERT J. SCHICK, Attorney for Foreclosure	:	
vs	:	EQUITY NO. B517
DONALD W. SHEPHERD	:	

STATEMENT OF CLAIM DUE UNDER MORTGAGE

Statement of indebtedness due of Robert J. Schick, Attorney for Foreclosure, for Baltimore Federal Savings and Loan Association, under the mortgage from Donald W. Shepherd dated April 29, 1981 and recorded among the Land Records of St. Mary's County, Maryland in Liber 95, Folio 360.

Principal amount of Mortgage	$59,250.00
Less amount paid on principal	461.43
Present principal balance	58,788.57
Plus interest from 4/1/83 to 12/13/83	6,096.36
Plus late charges	655.20
Minus credit for escrow balance	614.00
Balance due and owing	$66,154.13

*Interest accumulates at the rate of $24.09 per day thereafter

Robert J. Schick,
Attorney for Foreclosure

STATE OF MARYLAND:
COUNTY OF CHARLES:

I HEREBY CERTIFY that on this 29th day of December, 1983 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Robert J. Schick, Attorney for Foreclosure, and made oath in due form of law that the foregoing is a just and true statement of the indebtedness due under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and seal.

Patricia J. Hedrick
Notary Public

My Commission Expires: 7/1/86

10:36AM01/05/84 001#9420 B 0010
#0000517
LDG IN $0.00
LDG-17 $0.00
LDG-20 $0.00
L.TTL. $0.00
TTBAL $0.00

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, and ROBERT J. SCHICK, Attorney for Foreclosure	:	
vs	:	EQUITY NO. 517
DONALD W. SHEPHERD	:	

3:07PM05/14/84 001#8242 B 0010
#0000517
LOG IN $0.00
LOG-20 $0.00
TRANS. $0.00
TOTAL $0.00

AMENDED STATEMENT OF CLAIM DUE UNDER MORTGAGE

Statement of indebtedness due of Robert J. Schick, Attorney for Foreclosure, for Baltimore Federal Savings and Loan Association, under the mortgage from Donald W. Shepherd dated April 29, 1981 and recorded among the Land Records of St. Mary's County, Maryland in Liber 95, Folio 360.

Principal amount of Mortgage	$59,250.00
Less amount paid on principal	461.43
Present principal balance	$58,788.57
Plus interest from 4/1/83 to 5/1/84 *	9,420.33
Plus late charges	1,064.70
Plus escrow shortage	1,109.70
Balance due and owing	$70,383.30

*Interest accumulates at the rate of $24.09 per day thereafter

Robert J. Schick,
Attorney for Foreclosure
P.O. Box 696
WALDORF, MD 20601

STATE OF MARYLAND:
COUNTY OF CHARLES:

I HEREBY CERTIFY that on this 5th day of May, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Robert J. Schick, Attorney for Foreclosure and made oath in due form of law that the foregoing is a just and true statement of the indebtedness due under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and seal.

Judith S. [illegible]
Notary Public

My Commission Expires: 7/1/86

Maryland

LIBER 021 PAGE 61

Western Surety Company

TRUSTEES, MORTGAGEES, ATTORNEYS OR FORECLOSURE BOND

KNOW ALL MEN BY THESE PRESENTS: BOND No. 60026618

That we, Robert J. Schick, as Principal, and the WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, as Surety, authorized to do business in the State of Maryland, are held and firmly bound in the sum of Seventy Three Thousand and 00/100--($73,000.00) DOLLARS, (NOT VALID IF FILLED IN FOR MORE THAN $500,000.00) to be paid to the said State of Maryland or its certain Attorney, to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, by these presents.

Sealed with our seals and dated this 31st day of May, 1984.

WHEREAS, the above bounden Robert J. Schick

by virtue of the power contained in a mortgage from Donald W. Shepherd

to Baltimore Federal Savings & Loan Association

bearing date the 29th day of April, 1981 and recorded among

the mortgage records of St. Mary's County, Maryland

in Liber 95 No. Folio 360

and Robert J. Schick

is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Robert J. Schick do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and delivered in the presence of

As to Principal

Robert J. Schick Principal

Principal

As to Surety

J. Middleton

A. Vieau

WESTERN SURETY COMPANY

By Joe Kirby

President

Countersigned by Marge DeLaine Roberts Maryland Resident Agent

May 31, 1984

Mary R. Bell

Mary R. Bell, Clerk

Circuit Court for St. Mary's

FILED

MAY 31 1984

CIRCUIT COURT FOR ST. MARY'S CO., MD.

1266—5-81

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, and ROBERT J. SCHICK, Attorney for Foreclosure	:	
vs.	:	Equity No.: 517
DONALD W. SHEPHERD	:	

9:48AM06/04/84 001#9723 B 0010
#0000517
LDG IN $0.00
LDG-14 $0.00
L.TTL. $0.00
##BAL $0.00

A F F I D A V I T

I, the undersigned, Attorney for Foreclosure, in the captioned case, having been duly sworn, state as follows:

That on the 18th day of May, 1984, I sent by certified mail, return receipt requested, a letter notifying the Defendant of foreclosure proceedings along with a copy of the advertisement of sale, to Mr. Donald W. Shepherd; that the aforesaid copies were in fact received by the Defendant as evidenced by the attached return receipt card; same is attached to this Affidavit and marked as Exhibit "A"; that this affidavit is filed in compliance with Rule W74A2 (c) of the Maryland Rules of Procedure.

Robert J. Schick

STATE OF MARYLAND:
COUNTY OF CHARLES:

I hereby certify that on this 1st day of June, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Robert J. Schick and made oath in due form of law that the matters and facts stated in the foregoing affidavit are true.

WITNESS my hand and seal.

Susan R. Cole
Notary Public

My Commission Expires: 7/1/86

NOTARY PUBLIC
SUSAN R. COOK
CHARLES CO., MD.

CERTIFICATE OF PUBLICATION LIBER 021 PAGE 63

IN The Court

For ST. MARY'S COUNTY, MARYLAND

This is to certify that the appended LEGAL NOTICE OF ATTORNEY'S SALE OF VALUABLE FEE SIMPLE IMPROVED PROPERTY

has been published in THE ENTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for THREE (3) successive weeks, prior to the june 1, 1984

DATE LAST PUBLISHED MAY 30, 1984

and that the first publication appeared in the issue of MAY 16, 19 84

N. HINES: LEGAL SECTION N Hines

LEGAL NOTICE

ANDREWS, SCHICK
& BONGAR, P.A.
P.O. Box 696
WALDORF,
Maryland 20601

ATTORNEY'S SALE OF VALUABLE FEE SIMPLE IMPROVED PROPERTY IN THE SHADY DALE SUBDIVISION, ST. MARY'S COUNTY, MARYLAND

Under and by virtue of the power and authority contained in a Mortgage from Donald W. Shepherd to Baltimore Federal Savings and Loan Association, dated April 29, 1981 and recorded among the Land Records of St. Mary's County, Maryland in Liber 95, Folio 360, default having occurred thereunder, the undersigned attorney will sell at public auction at the property on FRIDAY, the 1st day of June, 1984 at 12:45 p.m. o'clock and continuing until sold all that fee simple lot of ground, together with improvements, lying in St. Mary's County, Maryland in the Shady Dale Subdivision and described as follows:

Lot numbered FOURTEEN (14), in the subdivision called and known as SHADY DALE SUBDIVISION as per plat thereof as recorded in Liber DBK 10 at Folio 6, among the land records of St. Mary's County, Maryland.

Improved by a 62' X 28' rambler over full basement, brick and frame, containing 3 bedrooms, 2 baths, living room, dining room, kitchen, family room, fireplace and garage.

The property will be offered and sold subject to covenants and restrictions of record.

Together with the building thereon and all rights, alleys, ways, waters, privileges, appurtenances, and advantages thereunto belonging or in anywise appertaining.

TERMS OF SALE: The above property will be offered as an entirety and sold in that manner. A deposit of Seven Thousand Dollars ($7,000.00) cash or certified check will be required of the purchaser at the time of sale. The purchaser or purchasers must make settlement within ten (10) days after final ratification of sale; otherwise, the property is to be resold at the risk and expense of the purchaser or purchasers. Balance of purchase price shall bear interst at the rate of Fourteen and Three-Quarter (14.75%) percent per annum from the date of sale to the date of settlement. Taxes, public charges and assessments, ground rent and water rent, if any, to be adjusted for the current year to the date of sale and assumed thereafter by the purchaser. Costs of all documentary stamps, recordation tax, county and local transfer taxes, if any, shall be borne by the Purchaser.

If the secured party is the purchaser then in that event, the deposit as aforementioned will not be required nor will interest accrue on the purchase money.

Directions to Property: Take Route 5 south from Waldorf to Route 235, continue south to Flora Corner Road, turn left, follow to Hancock Drive, turn left, subject is on left about one-half mile.

Robert J. Schick,
Attorney for Baltimore
Federal Savings and
Loan Association
P.O. BOx 696
WALDORF, Maryland
20601
645-4100 and 843-1950
S 5-16, 5-23, 5-30-84

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, and ROBERT J. SCHICK, Attorney for Foreclosure	:	
vs.	:	Equity No.: 517
DONALD W. SHEPHERD	:	

9:47AM06/04/84 001#9719 B 0010
#0000517
LDG IN $0.00
LDG-20 $0.00
L.TTL. $0.00
**BAL $0.00

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Robert J. Schick, Attorney for Foreclosure of a certain Mortgage dated April 29, 1981 and recorded among the Land Records of St. Mary's County, Maryland in Liber 95, Folio 360 from the Defendant named herein to Baltimore Federal Savings and Loan Association, which is filed in said cause pending, respectfully shows:

That after giving bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement in the Enterprise, a newspaper published in St. Mary's County, Maryland, Robert J. Schick, Attorney for Foreclosure, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on FRIDAY, June 1, 1984, beginning at 12:45 o'clock p.m., attend at the property and then and there sold the fee simple property as an entirety, situate, lying and being in the 5th District of St. Mary's County, Maryland and known and designated as:

Lot numbered FOURTEEN (14) of the subdivision called and known as SHADY DALE SUBDIVISION as per plat thereof recorded among the Land Records of St. Mary's County, Maryland in Plat Liber DBK No. 10 at Folio 6.

BY TERMS OF SALE, a cash deposit of $ Seven Thousand Dollars ($7000) was required of the purchaser at the time and place of sale and taxes and other expenses, to be adjusted to day of sale.

The property was sold to Aaron + Sheila M. Richardson

at and for the sum of $72,000.00, said purchaser being then and there the highest bidder.

Robert J. Schick

ANDREWS, SCHICK & BONGAR, P.A.

Robert J. Schick
P.O. Box 696
Waldorf, Maryland 20601
Attorney for Baltimore Federal
Savings and Loan Association

STATE OF MARYLAND:
COUNTY OF CHARLES:

I HEREBY CERTIFY that on this 1st day of June, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ROBERT J. SCHICK and made oath in due form of law that the facts stated in the foregoing Report of Sale are true and that the sale thereby reported was fairly made.

WITNESS my hand and seal.

Susan R. Cook
Notary Public

My Commission Expires: 7/1/86

SUSAN R. COOK NOTARY PUBLIC CHARLES CO., MD.

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, and ROBERT J. SCHICK, Attorney for Foreclosure	:	
vs.	:	Equity No. 517
DONALD W. SHEPHERD	:	

9:47AM06/04/84 001M9720 B 0010
#0000517
LDG IN $0.00
LDG-20 $0.00
L.TTL. $0.00
TOTAL $0.00

PURCHASER'S AFFIDAVIT

STATE OF MARYLAND:

COUNTY OF CHARLES: TO WIT:

I HEREBY CERTIFY that on this 1st day of June, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Darrow & Sheila M. Richardson, the purchaser(s) of Lot 14, Shady Dale Subdivision, described in the above proceedings, and did make oath in due form of law:

1. That They (~~is/is not~~) (~~are/~~are not), acting as agent(~~s~~) for Any principal.

2. That there are no other parties interested in the purchase of the real estate as principals except as aforestated.

3. That he did not directly or indirectly discourage anyone from bidding for said property.

Darrow Richardson
Affiant
Sheila M Richardson

WITNESS my hand and notarial seal the day and year first above written.

Susan R. Cook
Notary Public

My Commission Expires: 7/1/86

SUSAN R. COOK NOTARY PUBLIC CHARLES CO., MD.

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

9147AM06/04/84 001M9721 B 0010
M0000517
LDG IN $0.00
LDG-19 $0.00
L.TTL. $0.00
TTBAL $0.00

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, and ROBERT J. SCHICK, Attorney for Foreclosure	:	
vs.	:	Equity No. 517
DONALD W. SHEPHERD	:	

AUCTIONEER'S CERTIFICATE

I HEREBY CERTIFY that on the 1st day of June, 1984, at 12:45 o'clock p.m., at the request, of, and in the presence of Robert J. Schick, Attorney, I offered for sale by public auction at the property, in St. Mary's County, Maryland, all that lot, tract, piece or parcel or subdivision of land and premises situated, lying and being in the 5th District, St. Mary's County, mentioned and described in the annexed advertisement as:

Lot numbered fourteen (14) of the subdivision called and known s SHADY DALE Subdivision as per plat thereof recorded among the Land Records of St. Mary's County, Maryland in Plat Liber DBK No. 10 at Folio 6.

and sold same to Aaron and Sheila M. Richardson

and for the sum of $72,000 (Seventy Two Thousand Dollars) the said Aaron and Sheila M. Richardson being then and there at that sum the highest bidder.

William [illegible]
Auctioneer

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, and ROBERT J. SCHICK, Attorney for Foreclosure	:	
vs.	:	EQUITY NO. 517
DONALD W. SHEPHERD	:	

ORDER NISI

ORDERED, by the Circuit Court for St. Mary's County, Maryland, this 4th day of June, 1984, that the sale of the property mentioned in these proceedings, made and reported by Robert J. Schick, Attorney for Foreclosure, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 29th day of June, 1984, provided a copy of this Order be inserted in some newspaper printed and published in St. Mary's County, Maryland, once in each of three successive weeks before the said 29th day of June, 1984.

The report states that the amount of sale to be $ 72,000.00 said property being sold as an entirety.

Mary R. Bell
~~Judge~~ Clerk

9:54AM06/04/84 001#9727 B 0010
#0000517
LDG IN $0.00
LDG-4 $0.00
L.TTL. $0.00
**BAL $0.00

LIBER 021 PAGE 78

CERTIFICATE OF PUBLICATION

IN The Court

For ST. MARY'S COUNTY, MARYLAND

This is to certify that the appended LEGAL NOTICE ORDER NISI EQUITY NO. 517

has been published in THE ENTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for THREE (3) successive weeks, prior to the JUNE 29, 1984

DATE LAST PUBLISHED JUNE 22, 1984

and that the first publication appeared in the issue of JUNE 8, 19 84

N. HINES: LEGAL SECTION

Attest

11:03AM07/02/84 001#1742 E 0009
#0000517
LDG IN $0.00
LDG-20 $0.00
L.TTL. $0.00
TTBAL $0.00

LEGAL NOTICE

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, AND ROBERT J. SCHICK Attorney for foreclosure

vs.

DONALD W. SHEPHERD

EQUITY NO. 517

ORDER NISI

ORDERED, by the Circuit Court for St. Mary's County, Maryland, this 4th day of June, 1984, that the sale of the property mentioned in these proceedings, made and reported by Robert J. Schick, Attorney for Foreclosure, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 29th day of June, 1984, provided a copy of this Order be inserted in some newspaper printed and published in St. Mary's County, Maryland, once in each of three successive weeks before the said 29th day of June, 1984.

The report states that the amount of sale to be $72,000.00 said property being sold as an entirety.

Mary R. Bell
Clerk

E 6-8, 6-15, 6-22-84

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, and ROBERT J. SCHICK, Attorney for Foreclosure	:	
	:	EQUITY NO. 517
vs.	:	
DONALD W. SHEPHERD	:	

FINAL ORDER RATIFYING SALE

ORDERED, by the Circuit Court for St. Mary's County, Maryland, in equity, this 10th day of July, 1984 that the sale of the real estate as made on June 1, 1984 and reported by Robert J. Schick, Attorney for Foreclosure, be finally ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given by the Order Nisi passed in this cause.

AND IT IS FURTHER ORDERED, that the above entitled proceeding be referred to the Court Auditor for audit.

JUDGE

9:46AM07/11/84 001#2429 E 0011
#0000517
LDG IN $0.00
LDG-4 $0.00
L.TTL. $0.00
##BAL $0.00

JUL 2 1984

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

Baltimore Federal Savings and Loan :
Association, and Robert J. Schick
Attorney for Foreclosure,
Plaintiff,

vs. : Equity No. 517

9:35AM09/19/84 0018#7168 B 0010
#0000517
LOG IN $0.00
LOG-29 $0.00
L.TTL. $0.00
TTBAL $0.00

Donald W. Shepherd,
Defendant. :

AUDITOR'S REPORT

Pursuant to an Order of Court dated July 10, 1984 ratifying the sale in this case I report as follows:

Sales Price:		72,000.00
Interest on unpaid portion of Sales Price at 14 3/4% on $65,000.00 from 6/1/84 to 8/1/84, less credit per agreement of $400.00		1,118.74
Real Estate Taxes adjusted as of 6/1/84		58.19
TOTAL ACCOUNTABLE:		73,176.93
Less the following expenses:		
Court costs advanced by Plaintiff		
Filing fee	60.00	
Record Bond	3.00	63.00
Advertising The Enterprise		
1st Notice of Sale	268.05	
2nd Notice of Sale	275.31	
Order Nisi	45.00	588.36
Bond - Pridemark Creelman Insurance		219.00
Auctioneer, W. & Z. Realty		200.00
Auditor, J. Ernest Bell, II		60.00
Attorney's fee (prior to Bankruptcy)		300.00
Commission on Sale *		2,990.00
Certified mail advanced by Plaintiff		5.30
Final Court costs advanced by Plaintiff		100.00
Title Abstract		25.00
TOTAL EXPENSES:		4,550.66
TOTAL DISTRIBUTABLE		68,626.27
TOTAL ACCOUNTABLE:		73,176.93

*Computed as follows per Seventh Circuit Rule BR 7 (a)

A. 10% of first $3,000.00	300.00
B. 5% of next $50,000.00	2,500.00
C. 1% of remainder ($19,000.00)	190.00
	2,990.00

DISTRIBUTION ACCOUNT

Amount Distributable	68,626.27

LIBER 021 PAGE 73

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MD.

Baltimore Federal Savings and Loan Association and Robert J. Schick	*	
	*	B-517
vs.	*	11:35AM10/05/84 001#8280 D 0012 #0000517
Donald W. Shepherd	*	LDG IN $0.00
	*	LDG-4 $0.00
	*	L.TTL. $0.00
	*	##BAL $0.00

FINAL ORDER RATIFYING AUDITOR'S REPORT

It is this 5th day of October 19 84 by the Circuit Court for St. Mary's County, Maryland, in Equity ORDERED that the account of the Auditor, as made and duly filed in these proceedings on September 19, 1984 be, and hereby is finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given in the manner prescribed by Maryland Rule ~~22XXg~~ 2-543(e) to the persons entitled thereto.

Mary R. Bell
Mary R. Bell, Clerk
Circuit Court for St. Mary's Co
Maryland.