

Fountainhead Title Group 1526 York Rd
Luttwill Md 21093

DEED — FEE SIMPLE — INDIVIDUAL GRANTOR — LONG FORM

21-
1798.50
1362.50

REC FE 21.00

REC TX 1798.50

This Deed, MADE THIS 14th day of October

in the year one thousand nine hundred and eighty-seven by and between

DAVID L. JACKSON, Personal Representative for the Estate of CHARLES E. JACKSON, JR.,
party

Sox ✓ ✓ ✓ of the first part, and

ROY W. SMITH, ANNIE T. SMITH, RICHARD A. SMITH, parties TRN TX 1742.50

of the second part.

WITNESSETH, That in consideration of the sum of Two Hundred Seventy-two Thousand Five
Hundred and 00/100ths-----Dollars (\$272,500.00), the receipt of which is hereby
acknowledged

the said party of the first part

#167500 0002 R01 115:23

11/02/87

do es grant and convey to the said parties of the second part, as joint tenants
and not as tenants in common

personal representatives/~~successors~~ and assigns, in fee simple, all

that lot of ground situate in Harford County, Maryland

and described as follows, that is to say:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

LIBER 1435 FOLIO 0927

LEGAL DESCRIPTION

BEGINNING at a stone set up at the north east corner of Nicholas Bell's Orchard lot and running, thence

- 1) North $56 \frac{1}{2}^{\circ}$ West 29 perches to a stone, thence
- 2) North $31 \frac{1}{4}^{\circ}$ East 10 $\frac{9}{10}$ perches to a bounded chestnut, thence
- 3) North $31 \frac{3}{4}^{\circ}$ West 55 $\frac{7}{10}$ perches to a stone, thence
- 4) North 77° East $44 \frac{1}{2}$ perches to a stone near a branch, thence
- 5) South 53° East 31 $\frac{1}{16}$ perches to a stone, thence
- 6) South 62° West 16 $\frac{7}{10}$ perches to a stone by a small maple, thence
- 7) South $50 \frac{3}{4}^{\circ}$ East 74 perches to a stone marked 24 being at the end of the 24th lines of Clee Hill Enlarged, the bearing for this line has been changed from $56 \frac{3}{4}$ to $50 \frac{3}{4}$ to match the survey drawing by Isaac Scarborough dated March 1863 thence
- 8) South 42° West 8 perches, thence
- 9) South $54 \frac{1}{4}^{\circ}$ East $6 \frac{3}{4}$ perches to a single stone, the beginning of Beautiful Prospect, thence
- 10) South $58 \frac{1}{2}^{\circ}$ West 20 $\frac{1}{10}$ perches to a stone, thence
- 11) South $48 \frac{1}{2}^{\circ}$ West $14 \frac{1}{2}^{\circ}$ perches to a chestnut tree, thence
- 12) North $58 \frac{1}{2}^{\circ}$ West $8 \frac{1}{2}$ perches, thence
- 13) North $45 \frac{3}{4}^{\circ}$ East 11 perches, thence
- 14) North $11 \frac{1}{2}^{\circ}$ West $2 \frac{1}{2}$ perches, thence
- 15) South $41 \frac{1}{2}^{\circ}$ West 13 perches, thence with a straight line to the place of beginning containing $32 \frac{1}{2}$ acres of land, more or less.

BEING all that parcel of land being a portion of Beautiful Prospect Snow-Hill and Meadow Land situated in Harford County by deed dated March 13th, 1877 granted to Henry S. Gorrell by David G. McCoy.

BEGINNING at a large bounded White Oak, it being a boundary of a tract of land called Coot Hill and standing on the south side of the public road known as the Broad Creek Road and runs as follows:

- 1) North $31 \frac{1}{2}^{\circ}$ West $6 \frac{1}{10}$ perches, thence
- 2) North $54 \frac{3}{4}^{\circ}$ East 45 $\frac{3}{10}$ perches to a stone, thence
- 3) North $42 \frac{3}{4}^{\circ}$ East 27 $\frac{1}{10}$ perches to the land of Nicholas R. Bell, thence running with and bounding on said Bell's Land the four following courses
- 4) North $47 \frac{3}{4}^{\circ}$ West $6 \frac{4}{5}$ perches to a stone, thence
- 5) North $30 \frac{1}{2}^{\circ}$ West $11 \frac{1}{2}$ perches to a bounded black oak near spring, thence
- 6) North 23° East $3 \frac{1}{2}$ perches, thence
- 7) North $30 \frac{1}{4}^{\circ}$ East 14 perches to a stone, thence
- 8) North $56 \frac{1}{2}^{\circ}$ West 29 perches to a stone, thence
- 9) North $31 \frac{1}{4}^{\circ}$ East 10 $\frac{9}{10}$ perches to a bounded chestnut tree, thence
- 10) North $31 \frac{3}{4}^{\circ}$ West 55 $\frac{7}{10}$ perches to a stone and also to the land of Isaac Scarborough, thence bounding on said Scarborough's land the five following courses
- 11) South 77° West 23 $\frac{1}{10}$ perches to a stone, thence
- 12) South 55° West 23 $\frac{3}{10}$ perches, thence
- 13) South 18° East $75 \frac{1}{2}$ perches to a stone, the distance on this line erroneously called $5 \frac{1}{2}$ perches in the original deed thence
- 14) South $54 \frac{1}{4}^{\circ}$ West 21 $\frac{8}{10}$ perches to a stone, thence
- 15) South $26 \frac{1}{4}^{\circ}$ East $18 \frac{1}{2}$ perches to a stone, thence with a straight line about four perches to a corner of Andrew McCoy's land, thence bounding on said Andrew McCoy's land
- 16) South $55 \frac{1}{2}^{\circ}$ East 7 perches, thence
- 17) South 11° East 10 perches to an ash tree, thence
- 18) South $22 \frac{1}{2}^{\circ}$ $14 \frac{1}{2}$ perches, thence with a straight line to place of beginning containing about forty eight acres, more or less.

BEING that piece or part of several tracts or parcels of land situate and lying in Harford County and called Snow Hill, Prospect and a part of Beautiful Prospect conveyed by Martha A. McCoy and Sarah McCoy unto Henry S. Gorrell by deed dated May 19th, 1877 and recorded among the Land Records of Harford County in Liber A.L.I. No. 35, folio 155.

LIBER 1435 FOLIO 0928

LEGAL DESCRIPTION
(CONTINUED)

BEING ALL THAT LAND described in a deed from Spencer K. Heaps to Charles E. Jackson, Jr. and Alice D. Jackson dated September 28, 1943 and filed among the land records of Harford County at G.C.B. 280 folio 54. Saving and excepting all land deeded from the said Charles E. Jackson and Alice D. Jackson to Charles W. Jackson and Marie E. Jackson, his wife on July 1, 1973, and recorded among the land records of Harford County in liber 947 folio 244.

BEGINNING for the same at a point on the south side of an old mill race at the end of the 8th or South 48 1/2° West 8 perch line of that tract of land which by a deed dated April 18th, 1857 was secondly conveyed by Donald G. McCoy and wife to James K. Brown and recorded among the Land Records of Harford County in Liber A.L.J. No. 9, folio 180, and running with the 9th, 10th, 11th lines of said conveyance, as now surveyed, the three following courses and distances;

- 1) South 44° 21' 40" West 297.00 feet,
- 2) South 34° 06' 40" West 165.00 feet, and
- 3) South 62° 06' 40" West 34.60 feet to the beginning of said conveyance from McCoy to Brown, and thence crossing said old mill race and binding on the 6th, 7th, 8th and 1st lines of the firstly described tract in the aforesaid conveyance from McCoy to Brown, the four following courses and distances;
4) North 37° 08' 18" West 138.60 feet to a point in or near the center of Robinson Mill Road and running with and binding on or near the center of said road,
5) North 55° 06' 40" East 264.00 feet, and still with the road,
6) North 48° 57' 40" East 231.99 feet, and leaving said road,
7) South 30° 25' 50" East, crossing said old mill race, 95.09 feet to the point of beginning, containing one and forty-three hundredths (1.43) acres, more or less; as surveyed by Harford Survey Associates, July 20th, 1967, a plat of which land is attached hereto and intended to be a part hereof;

BEING made up of all of that tract of land which by a deed dated April 18th, 1857 was firstly conveyed by David G. McCoy and wife to James K. Brown and recorded among the Land Records of Harford County in Liber A.L.H. No. 9, folio 180, and part of that tract of land which by a deed dated May 20th, 1863 was conveyed by David G. McCoy and wife to James K. Brown and recorded among the aforesaid Land Records in Liber W.G. No. 14, folio 337; the said Margaret R. Hopkins having acquired a One-sixth (1/6) interest in said land upon the death of her father, Ernest Robinson, and a Five-sixth (5/6) interest as the sole heir-at-law of her mother, Josephine Robinson. (For further reference see deed from Margaret R. Hopkins, et al to Florence E. Zamzow and Valerie A. Clements, dated October 14th, 1964, and recorded among the Land Records of Harford County in Liber G.R.G. No. 659, folio 327.)

BEING ALL THAT LAND described in a Deed from Margaret R. Hopkins and John W. Hopkins, her husband to Charles E. Jackson and Alice D. Jackson, his wife dated August 24, 1967 and filed among the land records of Harford County at Liber G.D.C. 753 folio 444. The said Alice D. Jackson having since departed this life on or about the 9th day of December, 1976 thereby vesting title solely in the said Charles E. Jackson, Grantor herein. The said Charles E. Jackson having since departed this life on or about the 22 day of October, 1986, and by last will and testament filed by the register of wills, estate No. _____, appointed David L. Jackson, Personal Representative of his Estate.

LIBER 1435 FOLIO 0929

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

To HAVE AND To HOLD the said described lot of ground and premises to the said parties of the second part, as joint tenants and not as tenants in common

personal representatives/ ~~successors~~ and assigns, in fee simple.

~~As to the said part of the fee simple hereby conveyed to the said parties of the second part, the same shall be held by them and their heirs and assigns forever, and the same shall be subject to the same conditions, covenants, and restrictions as are contained in the deed of conveyance of the premises hereby conveyed to the said parties of the second part, and to the same extent as if the same were herein specifically referred to.~~

WITNESS the hand and seal of said grantor

Test:

Charles E. Jackson, Jr.

David L. Jackson (SEAL)
DAVID L. JACKSON, Personal Representative
for the Estate of CHARLES E. JACKSON, JR.

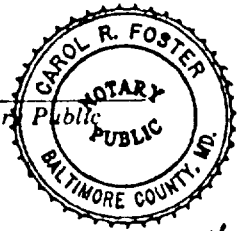
_____(SEAL)

STATE OF MARYLAND, Baltimore County to wit:

I HEREBY CERTIFY, That on this 14th day of October, in the year one thousand nine hundred and eighty-seven, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared David L. Jackson, Personal Representative for the Estate of Charles E. Jackson, Jr. known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing Deed to be his act, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Carol R. Foster
Notary Public



My Commission expires:

7-1-90

AGRICULTURAL TRANSFER TAX IN THE
STATE OF MARYLAND
OFFICE OF THE SUPERVISOR OF ASSESSMENTS
ON 10/19/87 [Signature] Clerk

Property Not Presently On
Water & Sewer System
REC'D, RECORDED
NOV 10 1987
10-21-87
1987 NOV 2 PM 3:23
CGH 737

ALL TAXES PAID
DEPT. OF THE TREASURY
BUREAU OF REVENUE COLLECTIONS
10/29/87 LR

HARFORD CO.
CHARLES G. HOBBS III
CLERK

LIBER 1435 FOLIO 930

THE FOUNTAINHEAD TITLE GROUP
1526 YORK ROAD
LUTHERVILLE, MARYLAND 21093
OUR FILE # 6154T

REC FE 29.00

File No. 4690

#162510 0002 R01 T15:24

29-

[Space Above This Line For Recording Data]

PURCHASE MONEY
DEED OF TRUST

11/02/87

THIS DEED OF TRUST ("Security Instrument") is made on October 14
1987. The grantor is ROY W. SMITH, ANNIE T. SMITH, RICHARD A. SMITH as joint
tenants ("Borrower"). The trustee is Joseph K. Pokorny
("Trustee"). The beneficiary is SLAVIE SAVINGS AND LOAN ASSOCIATION
which is organized and existing under the laws of the State of Maryland
and whose address is 3700 E. Northern Parkway, Baltimore, Maryland 21206
("Lender"). Borrower owes Lender the principal sum of One Hundred Eighty Five Thousand and 00/100ths
00 Dollars (U.S. \$ 185,000.00). This debt is evidenced by Borrower's note
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not
paid earlier, due and payable on November 1, 2002.
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all
renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to
protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements. For this
purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property
located in Harford County, Maryland:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

BORROWER(S) acknowledge that the sum so received from Lender under the Note secured
by this Deed of Trust is, in whole or in part, the purchase money of the property
secured herein.

BEING the same lot of ground which by deed dated of even date herewith and recorded
or intended to be recorded among the land records of Harford County immediately prior
hereto was granted and conveyed by David L. Jackson, Personal Representative for the
Estate of Charles E. Jackson, Jr., unto the said parties of the first part.

which has the address of 1532 Robinson Mill Road Street
Harford (City)
Maryland 21154 ("Property Address");
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or
hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the
foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant
and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants
and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with
limited variations by jurisdiction to constitute a uniform security instrument covering real property.

MARYLAND—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

LIBER 1435 FOLIO 0931

Form 3021 12/83
44720 SAF SYSTEMS AND FORMS
CHICAGO, IL

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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 payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

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 the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, 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 that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires 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 Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or 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 Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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 any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

LIBER 1435 FOLIO 932

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, 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 Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be 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 the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

LIBER 1435 FOLIO 933

LEGAL DESCRIPTION

BEGINNING at a stone set up at the north east corner of Nicholas Bell's Orchard lot and running, thence

- 1) North $56 \frac{1}{2}^{\circ}$ West 29 perches to a stone, thence
- 2) North $31 \frac{1}{4}^{\circ}$ East $10 \frac{9}{10}$ perches to a bounded chestnut, thence
- 3) North $31 \frac{3}{4}^{\circ}$ West $55 \frac{7}{10}$ perches to a stone, thence
- 4) North 77° East $44 \frac{1}{2}$ perches to a stone near a branch, thence
- 5) South 53° East $31 \frac{1}{16}$ perches to a stone, thence
- 6) South 62° West $16 \frac{7}{10}$ perches to a stone by a small maple, thence
- 7) South $50 \frac{3}{4}^{\circ}$ East 74 perches to a stone marked 24 being at the end of the 24th lines of Cleo Hill Enlarged, the bearing for this line has been changed from $56 \frac{3}{4}$ to $50 \frac{3}{4}$ to match the survey drawing by Isaac Scarborough dated March 1863 thence
- 8) South 42° West 8 perches, thence
- 9) South $54 \frac{1}{2}^{\circ}$ East $6 \frac{3}{4}$ perches to a single stone, the beginning of Beautiful Prospect, thence
- 10) South $58 \frac{1}{2}^{\circ}$ West $20 \frac{1}{10}$ perches to a stone, thence
- 11) South $48 \frac{1}{2}^{\circ}$ West $14 \frac{1}{2}^{\circ}$ perches to a chestnut tree, thence
- 12) North $58 \frac{1}{2}^{\circ}$ West $8 \frac{1}{2}$ perches, thence
- 13) North $45 \frac{3}{4}^{\circ}$ East 11 perches, thence
- 14) North $11 \frac{1}{2}^{\circ}$ West $2 \frac{1}{2}$ perches, thence
- 15) South $41 \frac{1}{2}^{\circ}$ West 13 perches, thence with a straight line to the place of beginning containing $32 \frac{1}{2}$ acres of land, more or less.

BEING all that parcel of land being a portion of Beautiful Prospect Snow-Hill and Meadow Land situated in Harford County by deed dated March 13th, 1877 granted to Henry S. Gorrell by David G. McCoy.

BEGINNING at a large bounded White Oak, it being a boundary of a tract of land called Coot Hill and standing on the south side of the public road known as the Broad Creek Road and runs as follows:

- 1) North $31 \frac{1}{2}^{\circ}$ West $6 \frac{1}{10}$ perches, thence
- 2) North $54 \frac{3}{4}^{\circ}$ East $45 \frac{3}{10}$ perches to a stone, thence
- 3) North $42 \frac{3}{4}^{\circ}$ East 27 $\frac{1}{10}$ perches to the land of Nicholas R. Bell, thence running with and bounding on said Bell's Land the four following courses
- 4) North $47 \frac{3}{4}^{\circ}$ West $6 \frac{4}{5}$ perches to a stone, thence
- 5) North $30 \frac{1}{2}^{\circ}$ West $11 \frac{1}{2}$ perches to a bounded black oak near spring, thence
- 6) North 23° East $3 \frac{1}{2}$ perches, thence
- 7) North $30 \frac{1}{2}^{\circ}$ East 14 perches to a stone, thence
- 8) North $56 \frac{1}{2}^{\circ}$ West 29 perches to a stone, thence
- 9) North $31 \frac{1}{4}^{\circ}$ East $10 \frac{9}{10}$ perches to a bounded chestnut tree, thence
- 10) North $31 \frac{3}{4}^{\circ}$ West $55 \frac{7}{10}$ perches to a stone and also to the land of Isaac Scarborough, thence bounding on said Scarborough's land the five following courses
- 11) South 77° West $23 \frac{1}{10}$ perches to a stone, thence
- 12) South 55° West $23 \frac{3}{10}$ perches, thence
- 13) South 18° East $75 \frac{1}{2}$ perches to a stone, the distance on this line erroneously called $5 \frac{1}{2}$ perches in the original deed thence
- 14) South $54 \frac{1}{2}^{\circ}$ West $21 \frac{8}{10}$ perches to a stone, thence
- 15) South $26 \frac{1}{2}^{\circ}$ East $18 \frac{1}{2}$ perches to a stone, thence with a straight line about four perches to a corner of Andrew McCoy's land, thence bounding on said Andrew McCoy's land
- 16) South $55 \frac{1}{2}^{\circ}$ East 7 perches, thence
- 17) South 11° East 10 perches to an ash tree, thence
- 18) South $22 \frac{1}{2}^{\circ}$ $14 \frac{1}{2}$ perches, thence with a straight line to place of beginning containing about forty eight acres, more or less.

BEING that piece or part of several tracts or parcels of land situate and lying in Harford County and called Snow Hill, Prospect and a part of Beautiful Prospect conveyed by Martha A. McCoy and Sarah McCoy unto Henry S. Gorrell by deed dated May 19th, 1877 and recorded among the Land Records of Harford County in Liber A.L.I. No. 35, folio 155.

LIBER 1435 FOLIO 0934

LEGAL DESCRIPTION
(CONTINUED)

BEING ALL THAT LAND described in a deed from Spencer K. Heaps to Charles E. Jackson, Jr. and Alice D. Jackson dated September 28, 1943 and filed among the land records of Harford County at G.C.B. 280 folio 54. Saving and excepting all land deeded from the said Charles E. Jackson and Alice D. Jackson to Charles W. Jackson and Marie E. Jackson, his wife on July 1, 1973, and recorded among the land records of Harford County in liber 947 folio 244.

BEGINNING for the same at a point on the south side of an old mill race at the end of the 8th or South 48 $\frac{1}{2}$ ° West 8 perch line of that tract of land which by a deed dated April 18th, 1857 was secondly conveyed by Donald G. McCoy and wife to James K. Brown and recorded among the Land Records of Harford County in Liber A.L.J. No. 9, folio 180, and running with the 9th, 10th, 11th lines of said conveyance, as now surveyed, the three following courses and distances;

- 1) South 44° 21' 40" West 297.00 feet,
- 2) South 34° 06' 40" West 165.00 feet, and
- 3) South 62° 06' 40" West 34.60 feet to the beginning of said conveyance from McCoy to Brown, and thence crossing said old mill race and binding on the 6th, 7th, 8th and 1st lines of the firstly described tract in the aforesaid conveyance from McCoy to Brown, the four following courses and distances;
4) North 37° 08' 18" West 138.60 feet to a point in or near the center of Robinson Mill Road and running with and binding on or near the center of said road,
5) North 55° 06' 40" East 264.00 feet, and still with the road,
6) North 48° 57' 40" East 231.99 feet, and leaving said road,
7) South 30° 25' 50" East, crossing said old mill race, 95.09 feet to the point of beginning, containing one and forty-three hundredths (1.43) acres, more or less, as surveyed by Harford Survey Associates, July 20th, 1967, a plat of which land is attached hereto and intended to be a part hereof;

BEING made up of all of that tract of land which by a deed dated April 18th, 1857 was firstly conveyed by David G. McCoy and wife to James K. Brown and recorded among the Land Records of Harford County in Liber A.L.H. No. 9, folio 180, and part of that tract of land which by a deed dated May 20th, 1853 was conveyed by David G. McCoy and wife to James K. Brown and recorded among the aforesaid Land Records in Liber W.G. No. 14, folio 337; the said Margaret R. Hopkins having acquired a One-sixth (1/6) interest in said land upon the death of her father, Ernest Robinson, and a Five-sixth (5/6) interest as the sole heir-at-law of her mother, Josephine Robinson. (For further reference see deed from Margaret R. Hopkins, et al to Florence E. Zamzow and Valerie A. Clements, dated October 14th, 1964, and recorded among the Land Records of Harford County in Liber G.R.G. No. 659, folio 327.)

LIBER 1435 FOLIO 935

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument 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 default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument 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 expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall mail or cause Trustee to mail a 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 any order Trustee determines. 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 its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property 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 expenses of the sale, including, but not limited to, Trustee's fees of5.....% of the gross sale price and reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or 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 attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender or Trustee shall release this Security Instrument without charge to Borrower and mark the Note "paid" and return the Note to Borrower. Borrower shall pay any recordation costs.

22. Substitute Trustee. Lender, at its 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 Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covepans contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Richard A. Smith (SEAL) *Roy W. Smith* (Seal)
 RICHARD A. SMITH ROY W. SMITH
 CHARLES G. HIBERT, CLERK ANNIE T. SMITH (Seal)
 ANNIE T. SMITH
 [Space Below This Line For Acknowledgment]

STATE OF MARYLAND, Baltimore County ss:
 I, Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Roy W. Smith, Annie T. Smith, Richard A. Smith 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: 7-1-90
 STATE OF MARYLAND, Baltimore County ss:

I Hereby Certify, That on this 14th day of October, 1987, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Michele E. Vanneman 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 actual sum of money advanced at the closing transaction by the secured party was paid over and 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: 7-1-90

LIBER 1435 FOLD 0936

RECORDED
 NOV 2 2 PM '87
 CHARLES G. HIBERT
 CLERK

