TRANSTERREDON ASSESSMENT RECORDS
C. JOHN SULLIVAN
SULEXPUEST OF ASSESSMENTS
ON O / UL/ II ... (5) 01 ... 77.

ADPRODUCTURAL TRANSFER TAX IN ACCOUNTS OF SECURITION OF SECURITIES SECURITION OF SECURITION OF SECURITION OF SECURITION OF SECURITIES SECURITION OF SECURITIES SECURITION OF SECURITION

Donald G. Smith, P.A.
ATTORNEY AT LAW
FOUR OFFICE STREET
BEL AIR, MD. 21014

nrt 16-81 B **223**092 ****185 00 nrt 16-81 B **223**091 ****20357 nrt 16-81 B **223**090 *****10 00

THIS DEED, Made this 16th day of October, 1981, by JOHN C. GILBERT and ANN K. GILBERT, his wife, of Harford County, State of Maryland, hereinafter referred to as "Grantors".

WITNESSETH, That for and in consideration of the sum of Thirty-seven Thousand Dollars (\$37,000.00), the receipt of all of which is hereby acknowledged, the said Grantors do hereby grant and convey unto JOSEPH PETERS and MARILYN E. PETERS, his wife, as tenants by the entireties, their assigns and unto the survivor of them, his or her personal representative and assigns, forever in fee simple, hereinafter referred to as "Grantees"; all that tract or parcel of land situate and lying in the FIFTH ELECTION DISTRICT of Harford County, State of Maryland, on the northerly side of Peach Orchard Road, containing 14.36 acres, more or less, and designated as "Remaining Land of John C. Gilbert" as shown on plat entitled "Final Plat Gilbert Farms" as recorded among the Land Records of Harford County in Plat Book H.D.C. No. 38, folio 28.

BEING the same and all the land described in and conveyed by deed dated November 12, 1973, from Baltimore Area Council, Boy Scouts of America, Inc. to John C. Gilbert and Ann K. Gilbert, his wife, and recorded among the Land Records of Harford County in Liber H.D.C. No. 942, folio 883.

BEING PART OF the land conveyed by and described in a deed dated April 6, 1967, from J. Joseph Mullhausen, et al, to John C. Gilbert and Ann K. Gilbert, his wife, and recorded among the Land Record of Harford County in Liber G.R.G. No. 739, folio 307.

AND BEING PART of the land conveyed by and described in a deed dated April 12, 1967, from J. Amos Scarborough, et al, to John C, Gilbert and Ann K. Gilbert, his wife, and recorded among the Land Records of Harford County in Liber G.R.G. No. 739, folio 196.

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

LEER 1152 FER 0296

anywise appertaining.

TO HAVE AND TO HOLD the said described lots of ground and premises unto the said Joseph Peters and Marilyn E. Peters, his wife, as tenants by the entireties, their assigns and unto the survivor of them, his or her personal representative and assigns, in fee simple, forever; subject, however, to Agreement with Department of Natural Resources, Maryland Forest Service, recorded among the Land Records of Harford County in Liber H.D.C. No. 1112, folio 71.

AND the said Grantors do hereby warrant specially the property hereby granted, and that they will execute such further assurances thereof as may be requisite and necessary.

AS WITNESS the hands and seals of the said Grantors, the day and year first herein written.

WITNESS:

, ilena L. Ruferscht

JOHN C. GILBERT

_(SEAL)

A Blend Copract

ANN K. GILBERT

(SEAL)

STATE OF MARYLAND, HARFORD COUNTY, SCT:

I hereby certify that on this 16th day of October, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for Harford County, duly commissioned and qualified, personally appeared JOHN C. GILBERT and ANN K. GILBERT, his wife, Grantors herein named, and they acknowledged the aforegoing deed to be their act, and further, under the penalties of perjury, acknowledged that the consideration herein stated is true and correct

Witness my hand and Notarial Seal.

RECD & RECORDED 440

No. 152 FOLIO 296

OCT ID 11 56 AM 'BI HARFORD CO. H. DOUGLAS CHILCOAT OLERK NOTARY PUBLIC

Motary Public
My Commission Expires: 7-1-82

time 1152 mm 0297

COMPTROLLER OF THE TAILS TO COMPTROLLER OF THE TAILS

Property Not Presently On Co

3

DEED OF TRUST

THIS DEED OF TRUST is made this 1	oth day of October and MARILYN E. PETERS, his wife,
19.81., among the Grantor, JOSEPH PETERS	and MARILYN E. PETERS, his wife,
/,	(herein "Borrower") RUSSELL R. CULLUM and
JAMES H. MAGNESS.	(herein "Trustee"), and the Beneficiary.
/ THE FOREST HILL STATE BANK	a corporation organized and
existing under the laws of Maryland	whose address is 2334 Rock
Spring Koad, Korest Hill, Maryland 210	(herein "Borrower"), RUSSELL R. CULLUM and

PARCEL 1: All that tract or parcel of land situate and lying in the Fifth Election District of Harford County, Maryland, on the northerly side of Peach Orchard Road, containing 14.36 acres, more or less, and designated as "Remaining Land of John C. Gilbert" as shown on a plat entitled "Final Plat Gilbert Farms" as recorded among the Land Records of Harford County in Plat Book H.D.C. No. 38, folio 28.

Being the same and all the land conveyed by and described in a deed dated even date herewith, from John C. Gilbert and Ann K. Gilbert, his wife, to Joseph Peters and Marily E. Peters, his wife, and recorded, or intended to be recorded, among the Land Records of Harford County, immediately prior hereto.

PARCEL 2: All that lot or parcel of land situate and lying in the Third Election District of Harford County, Maryland, being known and designated as Lot No. 73, as shown on the revised Plat of Section VI G, Bynum Ridge, which plat is recorded among the Land Records of Harford County in Plat Book G.R.G. No. 18, folio 21; the improvements thereon being known as No. 226 Marshall Drive.

Being the same and all the land conveyed by and described in a deed dated March ____, 1976, and recorded among the Land Records of Harford County in Liber H.D.C. No. 1001, folio 982.

10T 16-81 B #23093 *****17.00.

Peach Orchard Road, Whiteford, Maryland 21160 (Parcel No. 1)
which has the address of and 226 Marshall Drive, Forest Hill, Maryland 21050 (Parcel No. 2

[Street] [City]

[State and Zio Codel]

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";

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.

MARYLAND-1 to 4 Family-7/76-FRMA/FHLMC UNIFORM INSTRUMENT

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

Unition Covernants. 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 Fitture 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 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 reinsured 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 showing credits

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, axessments, insurance premiums and ground rents as they fall due, such excest shall be, at Borrower's option, either promptly repaid to Borrower or recitied to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, axessments, 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 old or the Property is otherwise acquired by 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 the Note and paragraphs. I 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 ta

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

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, incurance 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 conomically 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.

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 least of the Deed of Trust is on a least of the 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, 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 such 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, disburses 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 termines in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insur

any action necessities.

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.

. LINER 1152 FREE 0299

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,

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.

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'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.

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, [á) 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 right and the such other address as Lender may designate by notice to Borrower as provided right in the manner designated life for in this 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 or the Note which can be given effect without the conflicting shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting and to this end the provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end

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

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 mall 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 profeeding 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 another in pursuing the manner prescribed by applicable law. Trustee may postpone sale of all or any parcel of the Property by applicable law. 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 th

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, of (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 Fuurer 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 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 tikes 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.