

DEED — FEE SIMPLE — INDIVIDUAL GRANTOR — LONG FORM

RETURN TO: DACKMAN AND HEYMAN, ATTORNEYS
2221 Maryland Avenue
Baltimore, Maryland 21218

REC FE 13.00

REC TX 1155.00

TRN TX 875.00

1351
1155
875

This Deed, MADE THIS 11th day of November

in the year one thousand nine hundred and eighty six by and between

Joseph Peters and Marilyn E. Peters, his wife

of Randy M. Stoier of the first part, and

of the second part.

#524493 0002 401 115:30

12/05/86

WITNESSETH, That in consideration of the sum of five dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, the actual consideration paid is \$ 175,000.00 including any outstanding mortgage indebtedness

the said parties of the first part

do grant and convey to the said party of the second part, his

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:

BEING 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 Land Records of Harford County in Plat Book H.D.C. No. 38, folio 28. The improvements thereon being known as 3778 Peach Orchard Road.

BEING the same lot of ground described in a Deed dated October 16, 1981 and recorded among the Land Records of Harford County in Liber 1152 folio 296 was granted and conveyed by John C. Gilbert and Ann K. Gilbert unto Joseph Peters and Marilyn E. Peters, his wife.

SUBJECT TO:

1. Agreement dated November 6, 1985 and recorded among the Land Records of Harford County, in Liber No. 1300 folio 45 by and between Joseph Peters and Marilyn E. Peters and Maryland Forest, Park and Wildlife Services.
2. Right of Way agreement dated April 3, 1976 and recorded in Liber No. 1026 folio 496 by and between John C. Gilbert and Ann K. Gilbert, his wife and Conowingo Power Company.

LIBER 1362 FOLIO 0461

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 party of the second part, his

personal representatives/~~successors~~

and assigns, in fee simple.

AND the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property hereby granted; and that they will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of said grantor

Test:

Barely J. Bramm

Joseph Peters (SEAL)

Marilyn E. Peters (SEAL)
Marilyn E. Peters

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, That on this 11th day of November, in the year one thousand nine hundred and eighty six, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared

Joseph Peters and Marilyn E. Peters known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged the foregoing Deed to be their act, and in my presence signed and sealed the same.

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

Barely J. Bramm
Notary Public

My Commission expires:

7/1/90

AGRICULTURAL TRANSFER TAX IN THE AMOUNT OF \$ State of Intent TRANSFERRED ON ASSESSMENT RECORDS C. JOHN SULLIVAN SUPERVISOR OF ASSESSMENTS ON 12/5/86 by [Signature] Clerk

REC'D & RECORDED CGH
NO. 1362 FOLIO 401
1986 DEC -5 PM 3:33

ALL TAXES PAID
DEPT. OF THE TREASURY
BUREAU OF REVENUE
12/5/86 for

HARFORD CO.
CHARLES G. HIOB. III
CLERK

324
18-

RETURN TO: DACKMAN AND HEYMAN, ATTORNEYS
2221 Maryland Avenue
Baltimore, Maryland 21218

THIS PURCHASE MONEY MORTGAGE, is made this 11th day of November
19 86, by and between Randy M. Stoler

party(ies) of the first part, hereinafter referred to as Mortgagor, whose address
is:
and Regal Savings and Loan Association
party of the second part, hereinafter referred to as Mortgagee, whose address is:
10123 Reisterstown Road, Owings Mills, Maryland 21117 REC FE • 18.00

WHEREAS, Mortgagor is bona fide indebted to Mortgagee in the sum of
One Hundred Twenty Five Thousand and NO/100 Dollars
Dollars (\$ 125,000.00) for money this day loaned by Mortgagee to Mortgagor,
being all or a part of the purchase money for the hereinafter described property,
which principal sum Mortgagor hereby covenants and agrees to repay to Mortgagee,
together with interest on unpaid remaining balances at the rate of thirteen
percent (13 %) per annum, in monthly installments of principal and interest
in the amount of One Thousand Eight Hundred Sixty Six and 38/100 Dollars
Dollars (\$ 1,866.38), beginning on the first day of January
19 87, and monthly thereafter until the full amount of said principal and interest
thereon shall have been paid; any balance of principal or interest due or unpaid
on the first day of December 1996 , shall be due and payable on said date,
~~with interest thereon~~ 12/05/86

All sums aforesaid are to be paid in lawful money of the United States of
America which shall be the legal tender in payment of all debts and dues, public
and private, at the office of the Mortgagee at the address hereinabove stated,
or at such other address as the Mortgagee or the holder of this mortgage may,
from time to time, designate in writing;

And in order to secure and assure the repayment of said principal sum, the
interest thereon and the performance of the covenants herein contained, this
mortgage is executed, along with note of even date herewith.

NOW, THEREFORE, This Mortgage Witnesseth, that in consideration of the
premises and the sum of One Dollar, Mortgagor does hereby grant, convey and
assign to Mortgagee in fee simple ~~with interest~~ in, all that
lot(s) of ground and premises situate and lying in Harford County
State of Maryland, and described as follows, that is to say:

BEING 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. Golbert" as shown on Plat entitled "Final Plat
Gilbert Farms" as recorded among Land Records of Harford County in Plat Book
H.D.C. No. 38, folio 28. The improvements thereon being known as 3778 Peach
Orchard Road.

BEING the same lot of ground described in a Deed of even date herewith and
recorded or intended to be recorded immediately prior hereto among the Land Records
of Harford County was granted and conveyed by Joseph Peters and Marilyn E.
Peters, his wife unto Randy M. Stoler.

LIBER 1362 FOLIO 0463

or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) 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 therefore as the court may direct; (7) 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, its, his heirs, personal representatives, successors, and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) 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; (9) to pay a late charge not to exceed the greater of Two Dollars (\$2.00) or five percent (5%) 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 to cover the extra expense involved in handling delinquent payment; (10) that this loan pay be prepaid, in whole or in part, at any time, without penalty; (11) that it is agreed that the Mortgagee may, at any time during the mortgage term, and in its discretion, apply for and purchase mortgage guaranty insurance, and may apply for renewal of such mortgage guaranty insurance covering this mortgage, and pay premiums due by reason thereof, and require repayment by the Mortgagor of such amounts as are advanced by the Mortgagee, and the Mortgagor hereby agrees to pay for such premiums, by payment of a sum equal to 1/12th of such mortgage guaranty insurance premiums in accordance with (1) of these covenants and conditions.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, its, his heirs, personal representatives, successors and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the 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, its successors or assigns or Bernard Dackman, 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 counsel fee of fifteen hundred and NO/100 ----- Dollars if uncontested 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, its successors or assigns, 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 therebe), to the said Mortgagor, its, his heirs, personal representatives, successors or

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32-
561-

RETURN TO: DACKMAN AND HEYMAN, ATTORNEYS
2221 Maryland Avenue
Baltimore, Maryland 21218
SECOND MORTGAGE

REC FE 32.00

THIS SECOND PURCHASE MONEY MORTGAGE, made this 11th day of November, 1986, by and between Marilyn E. and Joseph Peters (hereinafter "Lenders"); and Randy M. Stoler and Peter W. Beury (hereinafter collectively "Borrower").

REC TX 561.00

WHEREAS, the Borrower stands bona fide indebted unto the Lenders in the full and just sum of Eighty Five Thousand Dollars (\$85,000.00), being a portion of the unpaid balance of the purchase price for the property hereinafter described, loaned by Lenders to Borrower at a rate of Ten Percent (10%) per annum;

510 0002 R01 115:31

AND WHEREAS, it was a condition precedent to the granting of the aforesaid loan that it be secured by a Mortgage, wherefore these presents are executed;

12/05/86

AND WHEREAS, this mortgage shall be subject to the terms of a purchase money mortgage executed contemporaneously herewith between Randy Stoler, individually as Borrower, and Regal Savings and Loan Association, as Lender, in the principal amount of One Hundred Twenty Five Thousand Dollars (\$125,000.00) (hereinafter referred to as the "First Mortgage").

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: that in consideration of the premises and the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, the Borrower does hereby grant and convey unto the Lenders, their respective heirs, personal representatives and assigns, in fee simple, all that property situate in Harford County, in the State of Maryland, known as 3778 Peach Orchard Road as more particularly described at Exhibit A attached hereto and hereby made a part hereof.

Together with the buildings and improvements thereupon, and all equipment and fixtures now used or hereafter to be used in connection with the operation or enjoyment of the buildings on the premises, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

To have and to hold the said lot of land, with the improvements, fixtures and appurtenances aforesaid (hereinafter sometimes referred to collectively as the "Property"), unto the Lenders, their respective heirs, personal representatives and assigns, in fee simple.

Provided that if the said principal sum of money loaned as aforesaid, and the interest thereon, shall be paid when due, and if all of the covenants herein mentioned shall be performed, then this mortgage shall be void.

The Lenders and the Borrower hereby further covenant and agree as follows:

1. Payment. The Borrower shall pay to the Lenders said mortgage debt, principal and said interest thereon.

2. Payment Terms. The Borrower shall pay to the Lenders the principal sum of Eighty Five Thousand Dollars (\$85,000.00), together with interest at the rate of Ten Percent (10%), by monthly installments of principal and interest in the amount of Eight Hundred Twenty Dollars and Twenty Eight Cents (\$820.28); each, payable on the 11th day

FOR RELEASE SEE LIBER C.G.H. 1533 FOLIO 35

LIBER 1362 FOLIO 01167

of each successive calendar month, commencing on the 11th day of December, 1986 and continuing monthly thereafter until the 11th day of November, 1991, at which time the mortgage debt, principal and accrued interest, remaining unpaid shall be due and payable in lawful money of the United State of America.

3. Prepayment. The Borrower shall have the right to prepay this mortgage in whole or in part at any time, without penalty and with interest abating on any sums paid on account of principal.

4. Application of Payments. All payments received hereunder, including prepayments, shall be applied first to special charges then due hereunder, if any, second to any interest then accrued but unpaid, and third to the balance of principal then outstanding. No payment, except payment in full, shall postpone the accrual of any installment of principal and interest becoming due after such payment.

5. Possession. Until default be made in any covenant, condition or agreement of this mortgage and subject to a Lease Agreement executed between the parties, the Borrower shall have possession of the Property.

6. Insurance. The Borrower shall keep the buildings erected or to be erected upon the mortgaged premises insured against loss or damage by fire, and such other hazards as may be specified by the Lenders, for the benefit of the Lenders, by insurers approved by the Lenders and in such amount that the proceeds payable to the Lenders therefrom shall equal the from time to time outstanding mortgage debt (principal and accrued interest unpaid to date) hereby secured and by the First Mortgage; and deliver a certificate of such insurance policy or policies to the Lenders; and have attached thereto loss payable clauses in favor of and in form acceptable to the Lenders and the fire insurance policy shall contain the usual extended coverage endorsement; and in default thereof, the Lenders, may, at their option, effect such insurance, and the premium or premiums paid therefor shall be a lien on the said mortgaged premises, added to the amount of said obligation and secured by these presents payable on demand with interest at the rate of Ten Percent (10%) from the time of such payment; and in case of loss the insurance monies payable to the Borrower and/or Lenders are, to the extent of the interest of the Lenders, hereby assigned to the Lenders to the end and with the right to so employ such monies as to preserve and protect the rights of the Lenders under this mortgage and the accompanying obligation, or to secure repayment of the indebtedness, or to rebuild or restore the damaged building or improvements, as the Lenders in their absolute discretion may deem best; the Lenders shall have the absolute right to settle and compromise, without the consent of the Borrower, all claims under said policies of insurance.

7. Taxes. The Borrower shall pay all taxes, assessments, water rents and other governmental charges levied upon the Property within fifteen days after the same shall become due and payable and (except as to real property taxes levied by Harford County for any respective tax year, payment shall be made at anytime prior to September 30th of such respective tax year) will deliver copies of proper receipts therefor to the Lenders, and in default thereof, the Lenders may, at their option, pay said taxes, assessments, water rents or other governmental charges and such payment shall be a lien on the Property, added to the amount of said debt, and secured by these presents, and shall be due and payable on

demand, with interest at the rate of Ten Percent (10%) from the time of such payment.

8. Maintain Improvements. The Borrower shall maintain the buildings on the mortgaged premises, and all equipment and fixtures used in connection with the operation and enjoyment of the buildings, in reasonably good repair, and shall not remove or demolish, or permit the same to be removed or demolished, or make such alteration therein or such change in the use thereof, as to create a fire or other hazard not existing on the date hereof.

9. Condemnation. In the event the Property or any part thereof shall be taken or condemned for public or quasi public purposes by the proper authorities, the Borrower shall have no claim against the award for damages superior to that of the Lenders, or be entitled to any portion of the award until the indebtedness secured hereby shall be paid. All rights of the Borrower to such damages or such awards are hereby assigned to the Lenders to the extent of any indebtedness that then remains unpaid, the Borrower, however, having the right to appeal said award to the courts of competent jurisdiction.

10. Warrant and Further Assurances. The Borrower shall warrant specially the Property, and shall execute such further assurances thereof as may be required.

11. Default and Acceleration. Upon any default being made in the payment of the principal, interest or any other payments to be made by Borrower in whole or in part, when due, under the terms of this mortgage or under the terms of the First Mortgage, or upon any default being made in any covenant or condition of this mortgage or the First Mortgage, then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith.

12. Non-Assignability and Acceleration. Should the title of the equity of redemption in the Property be acquired, in whole or in part, by voluntary or involuntary deed, grant or assignment, by any persons, firm or corporation, or should the Borrower be declared insolvent or bankrupt, then this mortgage shall be in default and the balance then due or to become due shall, at the election of the Lenders, be immediately due and payable, unless such voluntary deed, grant or assignment shall first be consented to by the Lenders in writing.

13. Non-Exclusive Remedies Upon Default.

(a) Upon any default in any of the covenants of this mortgage, the Lenders shall be entitled, without notice to the Borrower, to the immediate appointment of a receiver of the Property, without regard to the adequacy or inadequacy of the Property as security.

(b) And the Borrower in accordance with the provisions of the Real Property Article of the Annotated Code of Maryland, of the Maryland Rules, or of any other general or local laws of the State of Maryland relating to mortgages, including any amendments, supplements or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the Property at any time after a default has occurred in any of the conditions of this mortgage, as herein provided, (2) also authorize the Lenders or their attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged Property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the Property as

a whole made be sold, and it shall not be the duty of the party selling to sell the same in parts, or in lots, but such party may do so, and the sale may be made after giving the notice required by law of the time, place, manner and terms of sale in some newspaper published in the City or County in which the land is situate; and the party selling may also give such other notice as he may deem appropriate. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem appropriate.

(c) The Borrower promises to pay, at the option of the Lenders, a "late charge" equal to Five Percent (5%) of any payment required by this mortgage, if such payment is made more than fifteen days after the due date thereof, but such fifteen day period shall not be construed as in any way extending the due date of any payment. The "late charge" is imposed for the purpose of defraying the Lenders' expenses incident to handling such delinquent payment. This charge shall be in addition to, and not in lieu of, any other remedies the Lenders may have and is in addition to any reasonable fees and charges of any agents or attorneys which the Lenders may employ upon any default hereunder, whether authorized herein, in the mortgage, or by law. Such "late charge" if not previously paid, shall at the option of the Lenders, be added to and become part of the next succeeding payment to be made under the mortgage. Upon default of any provision of this mortgage, and prior to judgment, the Borrower also promises to pay all costs of collection, including all reasonable attorneys fees, if this mortgage is referred to an attorney for collection, regardless of whether or not proceedings are brought.

(d) And it is agreed that upon any sale of the Property under this mortgage, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including reasonable attorney fees and also a commission to the party making said sale equal to the commission allowed said party for making sales of property under decree of a court of equity in Maryland; second, to the payment of claims of the Lenders hereunder whether the same shall have then matured or not, including interest thereon until final ratification of the auditor's report; and third, the balance, if any, to the Borrower. One-half (1/2) such commissions and all such expenses and costs shall be paid by the Borrower in the event that the mortgage debt shall be paid after any advertisement of the Property, but before sale thereof.

14. Waiver. The granting of any extension of time of payment of this mortgage, or the taking of other or additional security or the payment thereof, or the release of any security, or changing any of the terms of this mortgage, or waiver of or failure to exercise any right to mature the whole debt under any covenant or stipulation herein contained shall not in anyway affect this mortgage or the obligation accompanying this mortgage, nor the rights of the Lenders hereunder or thereunder, or operate as a release from any personal liability upon the obligation.

15. Successors; Joint and Several Liability. The covenants and agreements herein contained shall run with the land and bind the Borrower, their respective heirs, personal representatives, successors and assigns and shall inure to the benefit of the Lenders, their respective heirs, personal representatives, successors and assigns. All covenants and agreements of the Borrower shall be joint and several.

16. Subordination.

(a) This mortgage is subject to the lien, operation and effect of the First Mortgage in the principal amount of One Hundred Twenty Five Thousand Dollars (\$125,000.00).

(b) The Borrower shall observe and perform all of the covenants, terms and conditions of the First Mortgage on the part of the Borrower to be kept, observed and performed and will immediately notify the Lenders in writing, of the receipt of any notice claiming a default under the first mortgage and shall promptly forward to the Lenders a copy of any written notice of such default received by the Borrower. If the Lenders and any other such person shall cure any default by Borrower under the first mortgage, such shall not operate or be construed to cure or waive the default of Borrower under this Paragraph or Paragraph 11 hereof.

(c) Borrower agrees not to renew, extend, change, modify or seek an advance to the First Mortgage without the prior written consent of Lenders.

(d) Borrower agrees that a foreclosure of the First Mortgage does not extinguish the Borrower's personal liability on this mortgage.

(e) Borrower agrees that upon written demand by the Lenders, Borrower shall provide, within a reasonable time (which in no event shall be greater than 30 days) certification that the First Mortgage is not in default, is in full force and effect and is unmodified.

17. Miscellaneous.

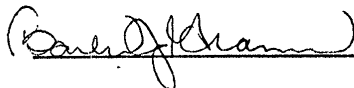
(a) It is expressly understood that in addition to the security provided by the Property, the Borrower is personally liable for the payment of all sums under this Mortgage.

(b) Whenever used the singular number shall include the plural, the plural singular, and the use of any gender shall be applicable to all genders.

(c) No amendment of this Mortgage shall be effective unless such amendment shall be in writing signed by both parties and recorded in the Land Records of Harford County.

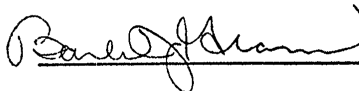
IN WITNESS WHEREOF, the Borrower has caused this second purchase money mortgage to be executed under seal as of the day and year first written above.

WITNESS:



 (SEAL)
Randy M. Stoler

WITNESS:

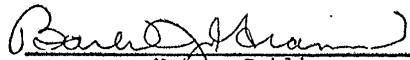


 (SEAL)
Peter W. Beury

COUNTY OF QUEEN ANNES
STATE OF MARYLAND, ~~CITY OF BALTIMORE~~, TO WIT:

On this 11th day of November, 1986, before me, the subscriber, a Notary Public of the state of Maryland, in and for the ~~City of Baltimore~~ personally appeared Randy M. Stoler, known to me (or satisfactorily proven) to be the person whose name is subscribed to the above instrument and in my presence signed and sealed the same, and acknowledged that he executed the same for the purposes therein contained and acknowledged the same to be his act.

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

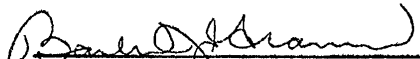

Notary Public

My Commission Expires: 7-1-90

COUNTY OF QUEEN ANNES
STATE OF MARYLAND, ~~CITY OF BALTIMORE~~, TO WIT:

On this 11th day of November, 1986, before me, the subscriber, a Notary Public of the state of Maryland, in and for the ~~City of Baltimore~~ personally appeared Peter W. Beury, known to me (or satisfactorily proven) to be the person whose name is subscribed to the above instrument and in my presence signed and sealed the same, and acknowledged that he executed the same for the purposes therein contained and acknowledged the same to be his act.

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


Notary Public

My Commission Expires: 7-1-90

EXHIBIT A

BEING 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 Land Records of Harford County in Plat Book H.D.C. No. 38, folio 28. The improvements thereon being known as 3773 Peach Orchard Road,

BEING the same lot of ground described in a Deed dated October 16, 1981 and recorded among the Land Records of Harford County in Liber 1152 folio 296 was granted and conveyed by John C. Gilbert and Ann K. Gilbert unto Joseph Peters and Marilyn E. Peters, his wife.

SUBJECT TO:

1. Agreement dated November 6, 1985 and recorded among the Land Records of Harford County, in Liber No. 1300 folio 45 by and between Joseph Peters and Marilyn E. Peters and Maryland Forest, Park and Wildlife Services.
2. Right of Way agreement dated April 3, 1976 and recorded in Liber No. 1026 folio 496 by and between John C. Gilbert and Ann K. Gilbert, his wife and Conowingo Power Company.

THE AFORESAID Peter W. Beury joins in the execution hereof to assure and guarantee to the Mortgagee the prompt and faithful performance of the covenants, terms and conditions contained herein, including but not limited to the obligation to repay the indebtedness contained herein. Said liability of the within Co-Mortgagor/Guarantor to be primary and not secondary, to be joint and several. Said Mortgagee may proceed against said Co-Mortgagor/Guarantor without first proceeding against Mortgagor. Said guarantee to be binding on the heirs, assigns, and personal representatives of Co-Mortgagor/Guarantor. In addition, said Co-Mortgagor/Guarantor agrees that his obligation and liability shall not be released, discharged, or in any way affected by a modification, assumption, extension or change in any of the covenants, terms and conditions of the within mortgage.

If payments are made in a timely manner said Peter W. Beury shall be released from all liability one year from date hereof

Handwritten signatures:
Rand M. Hill
Peter W. Beury
John C. Gilbert
Marilyn E. Peters

REC'D & RECORDED *RGH*
NO *1362* FOLIO *462*

1986 DEC -5 PM 3:34

HARFORD CO.
CHARLES G. HIOB. III
CLERK

LIBER 1362 FOLIO 0473