

THIS DEED

Made this 10th day of February, 1983, by and between ELIZABETH M. BURDETTE, 763 Chick Road, Tuscarora, Maryland 21790

party (ies) of the first part, and

THE HYATTSTOWN UNITED METHODIST CHURCH, 26121 Frederick Road, Clarksburg, Maryland 20871

party (ies) of the second part:

WITNESSETH, that in consideration of the sum of \$30,000.00 and other good and valuable considerations, receipt of which is hereby acknowledged, the said party (ies) of the first part do(es) grant and convey unto the party (ies) of the second part in fee simple as all that property situate in Montgomery County, State of Maryland described as:

All that lot, piece or parcel of land situate, lying and being along the southeast side of Maryland Route 355 in Hyattstown, Montgomery County, Maryland, and being more particularly described as follows:

Beginning at a stone standing at or near the northeast corner of a parcel of land conveyed by Samuel P. Miles to Edward H. Miles and Marian A. Miles, his wife, by deed dated May 18, 1946 and recorded in Liber 1018 folio 210 among the Land Records of Montgomery County, Maryland, thence binding on lands of Violet A. Linthicum (Liber 1950 folio 308), S. 35° 05' 54" W. 53.00 feet to an iron pipe, thence binding on lands of Paul W. Hawse, et ux, (Liber 5343 folio 280) N. 58° 25' 12" W. 224.70 feet to a stone on the southeast right-of-way line of Maryland Route 355, thence running with said right-of-way, N. 33° 48' 50" E. 53.00 feet to stone, thence running back from said road and binding on lands of the Hyattstown United Methodist Church, S. 58° 24' 18" E. 225.80 feet to the point of beginning. Containing 11,925 square feet or 0.274 acre of land, more or less.

IN TRUST, that said premises shall be kept, maintained and disposed of for the benefit of the United Methodist Church and subject to usages and the Discipline of the The United Methodist Church. This provision is solely for the benefit of the grantee, and the grantor reserves no right or interest in said premises.

PROPERTY ADDRESS: 26115 Frederick Road, Clarksburg, Md. 20734

TITLE INSURER: Lawyers Title Insurance Corp.

TO HAVE AND TO HOLD said land and premises above described or mentioned and hereby intended to be conveyed, together with the buildings and improvements thereupon erected, made or being, and all and every the rights, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining, unto and to the only proper use, benefit and behoof forever of said party of the second part in fee simple.

Being the same property described in Liber 1018 folio 210, among the said Land Records.

AND the said party (ies) of the first part covenant(s) that she will warrant specially the property hereby conveyed; and that she will execute such further assurances of said land as may be requisite.

WITNESS her hand(s) and seal(s).

TEST:

[Signature of J. H. Larson]

[Signature of Elizabeth M. Burdette] (SEAL)

ELIZABETH M. BURDETTE (SEAL)

CLERK'S OFFICE MONTGOMERY COUNTY MARYLAND

1983 MAR -7 PM 2:36

AGRICULTURE AMOUNT OF \$ 10/14 W. Collins SIGNATURE

132.00 150.00 13.00 RYECK STTECK DEED ECK CLK.CT.M.C. CLK.CT.M.C. CLK.CT.M.C. MAR-7-83 PAID 7136 MAR-7-83 PAID 7137 MAR-7-83 PAID 7138 APPROVED ASSESSMENTS DEPT DRAFTING SECT. EXE MARCH 3 1983 21-26083

LIBER 6022 FOLIO 758

DEED

FROM

TO

Received for Record on the _____

day of _____, 19 _____

at _____ o'clock _____ M.

and recorded in Liber No. _____ at _____

Folio _____, et seq., one of _____

the Land Records of the _____

Recorder

After Recording, Please mail to: GRANTERS:

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This Mortgage

Made this 16th day of February in the year
one thousand nine hundred and Eighty-three, by and between

THE HYATTSTOWN UNITED METHODIST CHURCH, 26121 Frederick Road,
Clarksburg, Maryland 20871

party of the first part, and

ELIZABETH M. BURDETTE, 763 Chick Road, Tuscarora, Maryland 21790

party of the second part:

Whereas, the said party of the first part is justly and bona fide indebted unto the said party of the second part in the full and true sum of TWENTY THREE THOUSAND and no/100 DOLLARS (\$23,000.00) current money of the United States of America, and as evidence of said indebtedness, the said party of the first part has this date passed unto the said party of the second part its one certain promissory note of even date herewith in the said sum of \$23,000.00, bearing interest from date at the rate of Eleven percent (11%) per annum; said principal and interest shall be payable in monthly installments of THREE HUNDRED SIXTEEN and 83/100 DOLLARS (\$316.83), commencing on the 16th day of March, 1983, and on the same day of each and every month thereafter until paid in full; each installment when so paid to be applied first to the payment of interest on the amount of principal remaining unpaid and the balance thereof credited to the principal.

In the event of the death of the grantee herein, the total balance of unpaid principal and accrued interest shall be due and payable in full six (6) months after the date of death.

PROPERTY ADDRESS: 26115 Frederick Road, Clarksburg, Md. 20871
TITLE INSURER:

and wish to better secure the punctual payment of said note by the execution of this Mortgage, which was a condition precedent to the making of said note .

Now, this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar the said party of the first part does grant unto the said party of the second part, in fee simple, all that piece or parcel of ground situate, lying and being in Montgomery

County, State of Maryland, and described as follows, to wit:
All that lot, piece or parcel of land situate, lying and being along the southeast side of Maryland Route 355 in Hyattstown

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1983 MAR - 7 PM 2: 37
CLERK'S OFFICE
MONTGOMERY COUNTY, M

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

To Have and to Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the party of the second part her heirs and assigns forever.

Provided, that if the said Mortgagor, its

heirs, executors, administrators or assigns, shall pay or cause to be paid the aforesaid principal sum of Twenty-three Thousand and no/100 Dollars (\$23,000.00) with interest thereon as provided, and shall perform all the covenants herein on their part to be performed, then this Mortgage shall be void.

And said party of the first part, covenants with the party of the second part, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep all improvements insured against loss by fire and windstorm, and other hazard, casualties and contingencies for the benefit of the party of the second part in such form as shall be satisfactory to the party of the second part, and to deliver the policies and all renewal receipts to the party of the second part; (3) to pay all ground rent, taxes, water and sewer charges, public dues and assessments of every kind for which the mortgaged property may become liable, when payable; (4) to permit, commit or suffer no waste, impairment or deterioration of said mortgaged property; (5) that the holder of this mortgage, and the note secured thereby, in any action to foreclosure, shall be entitled, without regard to the adequacy of any security for the debt, to court appointment of a receiver to collect the rents and profits of said mortgaged property and account therefor as the court may direct; (6) that should the title to the mortgaged property be acquired by any person, partnership, corporation, or otherwise, other than the party of the first part, or in any manner, without the written consent of the party of the second part, or be encumbered without the written consent of the party of the second part, then the whole of said principal indebtedness shall immediately become due and owing; (7) that the whole of said debt intended hereby to be secured shall become due and demandable if default in the payment of the indebtedness as provided by the note, or if default in the performance of any of the covenants or conditions herein contained, shall continue for 30 days.

And it is agreed that until default is made, the party of the first part may retain possession of the hereby mortgaged property.

And the said party of the first part hereby assent to the passage of a decree for the sale of the property hereby mortgaged, upon default as herein provided, and authorize s the party of the second part, or her duly authorized attorney or agent, to sell the hereby mortgaged property and any such sale, whether under the above assent to a decree or under the power of sale herein conferred, shall be made pursuant to the provisions of the laws of Maryland and the Maryland Rules of Procedure, as amended or provided for at the time of such sale; and upon any such sale of the said mortgaged property the proceeds thereof shall be applied as follows: FIRST, to pay all proper costs and charges, including but not limited to court costs, advertising expenses, auctioneer's allowance, expenses, if any, required to correct any irregularities in the title, auditor's fee, attorney's fee, and all other expenses of sale incurred in and about the protection and execution of the security of this mortgage, and all moneys advanced for taxes, assessments, insurance, and with interest thereon at the same rate as on the principal indebtedness, due upon said land and premises at the time of sale, and a commission to the party making the sale 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; SECOND, to pay the whole amount then remaining unpaid of the indebtedness due the party of the second part under this mortgage whether or not the same shall have matured, including interest thereon until final ratification of the auditor's account; to pay liens of record against said mortgaged property according to their priority of lien and to the extent that funds remaining are available; and LAST, to pay the proceeds, if any, to the party of the first part, or to whomever may be entitled to the same. One-half (1/2) of such commissions, all attorney's fees and all such expenses and costs shall be paid by the party of the first part in the event that the mortgage indebtedness shall be paid after any advertising of said property but before sale thereof.

The part y of the first part covenants that it will warrant specially the property hereby mortgaged, and that it will execute such further assurances as may be requisite. All provisions of this instrument shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, personal representatives, successors and assigns. Whenever used herein and the context requires, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

The mortgagor by execution of this instrument certifies that prior to such execution it has received a fully executed agreement as to the contractual rate of interest relating to this transaction as required by Article 49 of the Annotated Code of Maryland, and a loan disclosure statement as required by law.

Witness the hands and seals of the duly appointed Trustees of The Hyattstown United Methodist Church.

Gordon M. Cooley
Gordon M. Cooley

Lewis F. Wood [SEAL]
LEWIS F. WOOD, Trustee
David M. Easton [SEAL]
DAVID M. EASTON, Trustee

STATE OF MARYLAND
COUNTY OF

On this 16th day of February, 19 83, before me, a Notary Public of the State and County aforesaid, personally appeared LEWIS F. WOOD and DAVID M. EASTON known to be (or satisfactorily proven) to be the persons whose names are subscribed to the within Mortgage, and who acknowledged that they executed the same for the purposes therein contained. At the same time also personally appeared

the within-named Mortgagee, and made oath in due form of law, that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth; and that—

- ~~the amount of the loan which the foregoing Mortgage has been given to secure was paid over and disbursed by the party secured to the borrower or to the person responsible for the disbursement of funds in the closing transaction at a time no later than the first and complete execution of the foregoing Mortgage.~~ (Strike out if not applicable)

Witness my hand and official seal

NOTE

\$23,000.00

February 16, 1983

FOR VALUE RECEIVED, the undersigned promises to pay to the order of ELIZABETH M. BURDETTE, the sum of TWENTY THREE THOUSAND and no/100 DOLLARS (\$23,000.00), bearing interest from date at the rate of Eleven percent (11%) per annum on the unpaid principal balance. Said principal and interest shall be payable in monthly installments of THREE HUNDRED SIXTEEN and 83/100 DOLLARS (\$316.83) commencing on the 16th day of March, 1983, and on the same day of each and every month thereafter until paid in full; each installment when so paid to be applied first to the payment of interest on the amount of principal remaining unpaid and the balance credited to the principal. In the event of the death of the note holder, the total balance of unpaid principal and accrued interest shall be due and payable in full six (6) months after the date of death.

And it is expressly agreed that if default be made in the payment of any one of the aforesaid monthly installments of principal and interest when and as the same shall become due and payable, then and in that event, the unpaid balance of the aforesaid principal and accrued interest shall at the option of the holder hereof at once become and be due and payable.

THE HYATTSTOWN UNITED METHODIST
CHURCH

by *Lewis F. Wood*
LEWIS F. WOOD, Trustee

by *David M. Easton*
DAVID M. EASTON, Trustee

Secured by 1st Mortgage
conveying 0.274 acres of land
Located in Montgomery County, Md.
Total amount secured being \$23,000.00