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After Recording Return To:  
Wells Fargo Bank N.A.  
Wells Fargo Services  
Consumer Loan Servicing  
P.O. Box 31557  
Billings, MT 59107

\_\_\_\_\_ State of Maryland \_\_\_\_\_ Space Above This Line For Recording Data \_\_\_\_\_

Purchase Money Second

65001188691998

**DEED OF TRUST**

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Deed of Trust ("Security Instrument") is 6 October 2005 and the parties, their addresses and tax identification numbers, if required, are as follows:

GRANTOR:  
FRANK M CONAWAY, MARRIED, INDIVIDUALLY

whose address is 3931 BAREVA ROAD, BALTIMORE, MD 21215-0000

TRUSTEE:Maureen Chrissinger  
7495 New Horizon Way, Frederick MD 21703

LENDER: Wells Fargo Bank N.A.  
420 Montgomery Street  
San Francisco, CA 94104

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:  
See attached Exhibit A  
Tax ID . PRIMARY RESIDENCE

The property is located in Baltimore city ..... at 3931 BAREVA ROAD .....  
..... (County) .....  
..... , MarylandBALTIMORE ..... 21215-0000 .....  
..... (Address) ..... (City) ..... (ZIP Code) .....

MARYLAND - DEED OF TRUST  
LEMD1 (0408)

20052657800172

## Exhibit A

3131

BEGINNING FOR THE SAME at a point on the southeast side of Bareva Road distant 25 feet southwesterly from the intersection of the said southeast side of Bareva Road and the southwest side of Dorithan Road said point of beginning being at the intersection of said southeast side of Bareva Road and a line drawn northwesterly through the center of the partition wall between the building erected on the lot now being described and that on the lot next adjacent to the northeast and running thence southwesterly binding on said southeast side of Bareva Road 18 feet to intersect a line drawn northwesterly through the center of the partition wall between the building erected on the lot now being described and that on the lot next adjacent to the southwest; thence southeasterly reversing said line so drawn and binding thereon 100 feet to the northwest side of a 15 foot alley there situate; thence northeasterly binding on the northwest side of said alley with the use thereof in common with others 18 feet to intersect a line drawn southeasterly from the place of beginning and the center of the said first mentioned partition wall; thence northwesterly reversing said last mentioned line and binding thereon 100 feet to the place of beginning. The improvements thereon now being known as No. 3931 Bareva Road.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 10,350.00 . This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
  - A. Debt incurred under the terms of the promissory note, revolving line of credit agreement, contract, guaranty or other evidence of debt dated 10/6/2005 , together with all amendments, extensions, modifications or renewals. The maturity date of the Secured Debt is 10/6/2030 .
  - B. All future advances from Lender to Grantor under such evidence of debt, whether obligatory or discretionary. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances which exceed the amount shown in Section 3.
  - C. All sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.
5. **PAYMENTS.** Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
6. **WARRANTY OF TITLE.** Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, convey, and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:
  - A. To make all payments when due and to perform or comply with all covenants.
  - B. To promptly deliver to Lender any notices that Grantor receives from the holder.
  - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
8. **CLAIMS AGAINST TITLE.** Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.
9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.

10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property. Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.
11. **AUTHORITY TO PERFORM.** If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
12. **ASSIGNMENT OF LEASES AND RENTS.** Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Grantor will promptly provide Lender with true and correct copies of all existing and future Leases. Grantor may collect, receive, enjoy and use the Rents so long as Grantor is not in default under the terms of this Security Instrument. Grantor agrees that this assignment is immediately effective between the parties to this Security Instrument and effective as to third parties on the recording of this Security Instrument, and that this assignment will remain effective during any period of redemption by the Grantor until the Secured Debt is satisfied. Grantor agrees that Lender is entitled to notify Grantor or Grantor's tenants to make payments of Rents due or to become due directly to Lender after such recording, however Lender agrees not to notify Grantor's tenants until Grantor defaults and Lender notifies Grantor of the default and demands that Grantor and Grantor's tenants pay all Rents due or to become due directly to Lender. On receiving notice of default, Grantor will endorse and deliver to Lender any payment of Rents in Grantor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Grantor warrants that no default exists under the Leases or any applicable landlord/tenant law. Grantor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.
13. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the property is a unit in a Condominium Project or is part of a Planned Unit Development ("PUD"), Grantor agrees to the following:
- A. **Obligations.** Grantor shall perform all of Grantor's obligations under the Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Projects or PUD and any homeowners association or equivalent entity ("Owners Association"); (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Grantor shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

- B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project or PUD which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then Grantor's obligation under Section 19 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owner's Association policy. Grantor shall give Lender prompt notice of any lapse in required hazard insurance coverage. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to Property, whether to the unit or to common elements, any proceeds payable to Grantor are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to Grantor.
- C. Flood Insurance. Grantor agrees to maintain flood insurance for the life of the Secured Debt which is acceptable, as to form, amount and extent of coverage to Lender.
- D. Public Liability Insurance. Grantor shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- E. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Grantor in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 18.
- F. Lender's Prior Consent. Grantor shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project or PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management by the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- G. Remedies. If Grantor does not pay condominium or PUD dues and assessments when due, then Lender may pay them. Any amount disbursed by Lender under this section shall become additional debt of Grantor secured by this Security Instrument. Unless Grantor and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Secured Debt rate and shall be payable, with interest, upon notice from Lender to Grantor requesting payment.
14. **DEFAULT.** Grantor will be in default if any party obligated on the Secured Debt fails to make payment when due. Grantor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt.
15. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default. At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents, including without limitation, the power to sell the Property. If there is a default, Grantor, in accordance with the Real Property Article of the Annotated Code of Maryland and the Maryland Rules of Procedure and all

amendments and supplements thereto, does hereby (a) authorize Trustee, at the request of the Lender, to advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Trustee designates, following the giving of notice of sale including the time, terms and place of sale and a description of the Property to be sold as required by the applicable law in effect at the time of the proposed sale; and (b) declare Grantor's assent to the passage of a decree by a court of proper jurisdiction for the sale of the Property in one or more parcels, the Grantor further assenting to the granting to any trustee appointed by such court of all the rights, powers and remedies granted to the Trustee in this Deed of Trust together with any and all rights, powers and remedies granted by the decree. Neither the power of sale or assent to decree granted in this section shall be exhausted in the event the proceeding is dismissed before the payment in full of all sums secured by this Deed of Trust. Upon sale of the property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Grantor. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

**16. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.**

Except when prohibited by law, Grantor agrees to pay all of Lender's expenses if Grantor breaches any covenant in this Security Instrument. Grantor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Grantor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lenders' rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Grantor agrees to pay for any recordation costs of such release.

**17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," or "hazardous substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

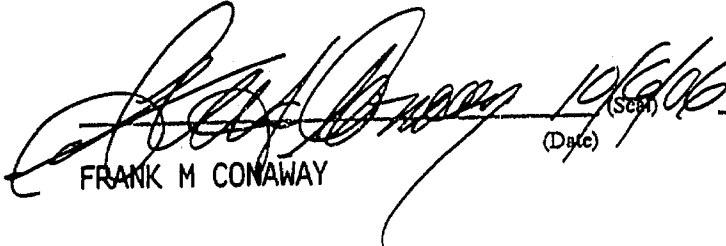
- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.

- B. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Grantor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Grantor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Grantor shall immediately notify Lender in writing as soon as Grantor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
18. **CONDEMNATION.** Grantor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
19. **INSURANCE.** Grantor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. 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 Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument. All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor. Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Grantor. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.
20. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.
21. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.
22. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Grantor signs this Security Instrument but does not sign an evidence of debt, Grantor does so only to transfer, mortgage and convey Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights

may include, but are not limited to, any anti-deficiency or one-action laws. Grantor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Grantor and Lender.

23. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument. In the event any section in this Security Instrument directly conflicts with any section of a certain revolving line of credit agreement or promissory note referenced in Section 4, the terms and conditions of the revolving line of credit agreement or promissory note (as applicable), the arbitration agreement, and the agreement to provide flood/property insurance, all of which Grantor agrees to by signing this Security Instrument, the terms and conditions of said documents and not the Security Instrument shall control.
24. **SUCCESSOR TRUSTEE.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.
25. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one grantor will be deemed to be notice to all grantors.
26. **WAIVERS.** Except to the extent prohibited by law, Grantor waives any right to appraisal and marshalling of liens and assets relating to the Property.
27. **OTHER TERMS.** If checked, the following are applicable to this Security Instrument:
- Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
  - Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
  - Fixture Filing.** Grantor grants to Lender a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
  - Purchase Money Mortgage.** The Secured Debt includes money which is used in whole or in part to purchase the Property.
  - Additional Terms.**  
Home Asset Management Account Rider

**SIGNATURES:** By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

 \_\_\_\_\_ (Seal)  
FRANK M CONAWAY (Date) 10/9/06 (Date)

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
(Date) (Date)

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
(Date) (Date)

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
(Date) (Date)

**ACKNOWLEDGMENT:**

(Individual)

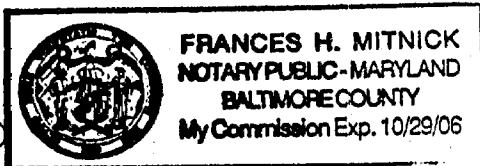
State of Maryland

Baltimore city \_\_\_\_\_ County, to wit:

I hereby Certify, that on 10/6/05, before me, the subscriber,  
Frances H. Mitnick a Notary Public of the State of  
\_\_\_\_\_, in and for the City/County aforesaid, personally appeared  
**FRANK M CONAWAY**

(Name of the Person Making the Acknowledgment), and acknowledged the foregoing deed to be his/her/their.

In testimony whereof, I have caused the seal of the court to be affixed, this 6<sup>th</sup> day of  
Oct. 2005.



(Seal)

Frances H. Mitnick

(Signature of Notary Public)

Frances H. Mitnick

(Print or Type Name of Notary Public)

My commission expires: 10/29/06

**AFFIDAVIT OF CONSIDERATION AND DISBURSEMENT**

State of Maryland ), ss.  
County of Baltimore City ), ss.

I Hereby Certify, that on this 6<sup>th</sup> day of Oct. 2005, before me, the subscriber,  
a Notary Public of the State of Maryland, in and for the City/County  
aforesaid, personally appeared John H. Mitnick

the agent of the party secured by the foregoing Deed of Trust, and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth and that the 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 delivery by the borrower of this Deed of Trust; and also made oath that he/she is the agent of the party or parties secured and is duly authorized to make this affidavit.

AS WITNESS, my hand and notarial seal.



**FRANCES H. MITNICK**  
NOTARY PUBLIC - MARYLAND  
BALTIMORE COUNTY  
My Commission Exp. 10/29/06

(Signature of Notary Public)

Frances H. Mitnick

(Print or Type Name of Notary Public)

My commission expires: 10/29/06

MARYLAND DEED OF TRUST

LEMD9 (0406)

Page 9 of 10

20052657800172

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**CERTIFICATION OF PREPARATION**

The undersigned hereby certifies that the above instrument was prepared:

- by or under the supervision of an attorney admitted to practice before the Court of Appeals in Maryland.
- by one of the parties named in the instrument.

Leon Davis  
(Preparer or Closing Agent)

**This document was prepared by:**  
Leon Davis  
Wells Fargo Bank, N.A.  
Wells Fargo Equity Direct  
7185 Vista Drive  
West Des Moines, Iowa 50266

**LEASEHOLD RIDER**  
**(Security Instrument)**

This rider is incorporated into and shall be deemed to supplement that certain Mortgage, Deed of Trust or Security Deed ("the Security Instrument") of the same date given by the undersigned (the "Grantor") to secure indebtedness (the "Secured Debt") to Wells Fargo Bank, N.A. (the "Lender").

In addition to the covenants and agreements made in the Security Instrument, Grantor further covenants and agrees as follows:

A. Compliance With Lease. Grantor covenants and agrees to comply at all times with all terms and conditions of the Lease and to pay, when due, all amounts due under the terms of the Lease.

B. Grantor Warranties. Grantor warrants to Lender that (a) Grantor has not executed any prior assignments of the Lease; (b) there is no default now existing under the Lease; (c) Grantor has not executed or granted any modification whatsoever of the Lease either orally or in writing, and the Lease is in full force and effect according to the original terms and conditions thereof; and (d) Grantor lawfully holds and possesses the Property pursuant to the Lease without limitation on the right to encumber.

C. Notice. Grantor shall give immediate written notice to Lender of any default by Lessor under the Lease or of any notice received by Grantor from such Lessor indicating a default by Grantor under the Lease.

D. Exercise of Option. Grantor shall exercise any option to renew or extend the Lease and shall give written confirmation thereof to Lender within thirty (30) days after such option becomes exercisable.

E. Remedial Action. Grantor shall give immediate written notice to Lender of the commencement of any remedial proceedings under the Lease by any party thereto.

F. Assignment. Grantor hereby expressly transfers and assigns to Lender the benefits of all covenants contained in the Lease whether or not such covenants run with the land, but Lender shall have neither liability with respect to such covenants nor any other covenants in the Lease.

G. Termination. Grantor shall not surrender the leasehold estate nor terminate or cancel the Lease.

H. Amendment. Grantor shall not alter or amend the Lease without the express written consent of Lender.

I. Merger. Grantor covenants and agrees that there shall not be a merger of the leasehold estate created by the Lease with the fee estate owned by the Lessor under the Lease by reason of common ownership of said leasehold estate and said fee estate or any portion thereof unless Lender shall consent in writing to such merger. If Grantor shall acquire such fee estate, then this Security Instrument shall simultaneously and without further action be spread so as to become a lien on such fee estate.

J. Power of Attorney. Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact with full power and authority in the event of a default by Grantor under the terms of the Lease to act in place of the Grantor as Lessee under the Lease, including by not limited to the power to cure any defaults under the Lease and to defend any action in any manner connected with the Lease.

K. Estoppel Certificate. Grantor shall within thirty (30) days after each request by Lender obtain from the Lessor the Lessor's estoppel certificate if provided for under the terms of the Lease. Grantor shall immediately deliver the estoppel certificate to the Lender.

L. Definitions. As used herein, the following terms shall have the meanings indicated.

1. "Lease" shall mean the Lease or Sublease described in EXHIBIT A-1 attached to the Deed of Trust.
2. "Lessee" shall mean the Lessee or Tenant under the Lease.
3. "Lessor" shall mean the Lessor or Landlord under the Lease.
4. "Security Instrument" shall mean the Security Instrument to which this Rider is attached.

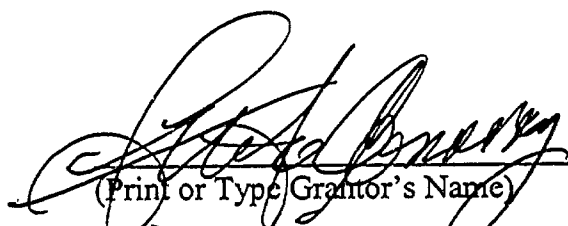
  
 (Print or Type Grantor's Name) \_\_\_\_\_ Date 10/6/06  
 Frank M. Conroy  
 (Print or Type Grantor's Name) \_\_\_\_\_ Date \_\_\_\_\_

Exhibit A-1 to  
Leasehold Rider  
(Security Instrument)

This Exhibit is incorporated into and shall be deemed to supplement that certain Mortgage, Deed of Trust or Security Deed ("the Security Instrument") of the same date given by the undersigned (the "Grantor") to secure indebtedness (the "Secured Debt") to Wells Fargo Bank \_\_\_\_\_, N.A. (the "Lender").

The Property in which the Grantor hereby irrevocably grants, transfers, and assigns to Trustee, in trust, with power of sale, includes all of Grantor's present and future estate, right, title and interest in and to the real property described in the Deed of Trust and all buildings, structures and other improvements now thereon or hereafter constructed thereon, in the County of Baltimore, State of MD, together with all of the following:

(a) All of the leasehold estate and interest of Grantor in and to the Property created by that certain lease dated 3/23, 56 (the "Lease"), executed by A+R Corporation (the "Landlord") as Lessor and by Grantor, as Lessee, a copy of which was recorded on 3-29-56, in Book/Docket 10077, Page 299, as Recorder's No. \_\_\_\_\_, or File No. \_\_\_\_\_, Film Code No. \_\_\_\_\_ in the records of Baltimore County, State of MD, together with any and all additional title, estate, interest or rights which may at any time be acquired by Grantor in or to the Property, and Grantor expressly agrees that if Grantor shall at any time prior to payment in full of the Note, acquire fee title to any greater estate to the Property, this Deed of Trust shall attach, extend to, cover and be a lien upon such fee simple or greater estate;

- (b) All modifications, amendments and or supplements to the Lease;
- (c) Any option to purchase the Property and/or any or all appurtenances in and to the Property; and
- (d) All insurance proceeds.

**HOME ASSET MANAGEMENT ACCOUNT {SM} RIDER TO MORTGAGE/DEED OF TRUST**

(Open end credit with  fixed rate  variable rate interest)

This Home Asset Management Account {SM} Rider is dated 10/6/2005 and is an amendment to the Mortgage or Deed of Trust ("Mortgage") of the same date given by the undersigned,

FRANK M CONAWAY

(hereinafter "Mortgagor") to secure the borrower's EquityLine with FlexAbility<sup>SM</sup> Agreement with Wells Fargo Bank, N.A. ("Lender") covering the property more particularly described in the Mortgage (the "Property").

In addition to the covenants and agreements made in the Mortgage, Mortgagor and Lender further covenant and agree as follows:

1. The word "Note", as used in the Mortgage and this Rider, refers to the EquityLine with FlexAbility<sup>SM</sup> Agreement and Home Asset Management Account<sup>SM</sup> Addendum to EquityLine with FlexAbility<sup>SM</sup>.

2. Despite any language to the contrary in the Mortgage, Mortgagor covenants that the Property is unencumbered, except for a first lien purchase money or refinance of purchase money encumbrance in the name of Wells Fargo Bank, N.A., its affiliates, successors or assignees.

3. Paragraph number 4

(If the property is located in Virginia, then the recital regarding 'Secured Debt') of the Mortgage, which is captioned SECURED DEBT AND FUTURE ADVANCES is hereby deleted in its entirety and replaced by the following paragraph: SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of the promissory note, revolving line of credit agreement, contract, guaranty or other evidence of debt of same date together with all amendments, extensions, modifications or renewals. The maturity date of the secured Debt is 10/6/2030

B. All future advances from Lender to the borrower under such evidence of debt, whether obligatory or discretionary. All obligatory future advances and advances to cure breaches of covenants contained in the Mortgage are secured as if made on the date of this security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances which exceed \$ 10,350.00

which replicates the current Credit Line Limit provision in the parties written agreement providing for obligatory future advances.

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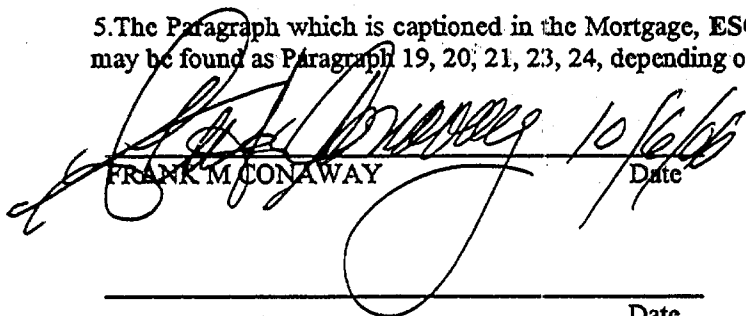
C. All sums advanced and expenses incurred by Lender for insuring, preserving, or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

D. The terms and conditions of the Note referenced in A above include, but are not limited to, a 10 year period for advances under a revolving line of credit. The parties have agreed that subject to certain qualifying conditions the Lender may extend the period for advances for another 10 years for a total of 20 years. Nothing in this Security Instrument shall constitute a commitment to extend the period for advances beyond the initial 10 year period.

E. Borrower(s) and the Lender have agreed that subject to the satisfaction of certain qualifying conditions, the Credit Line Limit in the Note may be increased quarterly and/or annually. One of those conditions, inter alia, is the borrower's maintenance of a first mortgage loan on the Property with Wells Fargo Bank, N.A., or one of its affiliates. All such increases, if any, shall increase the amount of the Maximum Obligation Limit disclosed in Paragraph 4 (if the Mortgage is in Virginia the "total principal indebtedness" in the 3rd recital) and the current Credit Line Limit described in Section 3 hereinabove in the same amount(s).

4. The Note provides for a monthly variable rate of interest expressed as a daily periodic rate equal to 1/365 of an annual rate of 1.750 plus the "Index Rate". The Daily Periodic Rate of FINANCE CHARGE may increase if the highest prime rate published in the Wall Street Journal Western Edition "Money Rates" table (the "Index Rate") increases. The initial Daily Periodic Rate of FINANCE CHARGE is 0.02328767 which corresponds to an initial ANNUAL PERCENTAGE RATE of 8.50. The ANNUAL PERCENTAGE RATE will never be more than 18.00%. Any increase in Daily Periodic Rate may increase the minimum monthly payments.

5. The Paragraph which is captioned in the Mortgage, ESCROW FOR TAXES AND INSURANCE (which may be found as Paragraph 19, 20, 21, 23, 24, depending on the document) is hereby deleted in its entirety.

	_____	_____
FRANK M. CONAWAY	Date	Date
_____	_____	_____
	Date	Date
_____	_____	_____
	Date	Date
_____	_____	_____
	Date	Date

