

Rmd. Solomon Grossberg
1707 - 14 St. N.W.
Washington, D.C. Oct. 21, 1965

LIBER 3218 PAGE 196

DEED OF TRUST

THIS DEED OF TRUST made this 13TH day of October in the year 1965, by and between MONTPELIER ESTATES, INC., a Maryland corporation, party of the first part hereto, and CLARENCE DODGE, JR. and SOLOMON GROSSBERG, joint tenants, trustees as hereinafter set forth, parties of the second part hereto, WITNESSETH

WHEREAS the said party of the first part hereto is bona fide and justly indebted unto CHRISTINE B. L. WILLCOX, in the full sum of SEVEN HUNDRED FIFTY THOUSAND NINE HUNDRED THIRTY-NINE AND 72/100 (\$750,939.72) DOLLARS, being the balance of the purchase money for the hereinafter described property, for which said sum it has made, executed and delivered its one certain promissory note of even date herewith, drawn payable to the order of the said Christine B. L. Willcox, with interest until paid at the rate of four per centum (4%) per annum, payable semi-annually accounting from the date hereof; said principal payable in six (6) equal semi-annual installments in the amount of ONE HUNDRED TWENTY-FIVE THOUSAND ONE HUNDRED FIFTY-SIX AND 62/100 (\$125,156.62) DOLLARS, the first of said installments to be paid on the 13TH day of April, 1968, and each consecutive six months thereafter until the principal is paid in full. The party of the first part shall have the right of prepaying all or any portion of the entire amount outstanding on the note at any time without premium or penalty except that until January 1, 1966, prepayments shall not exceed \$114,849.60.

It is understood and agreed that the hereinabove named trustees shall execute partial releases of the hereinafter described property from the lien of this deed of trust at the rate of \$6,250.00 per acre, plus interest on the sum so paid from the date interest was last paid to the date of such payment, to be released in parcels of not less than 50 acres. The first parcel released shall be contiguous to the hereinafter described 25 acre exception, and each successive parcel released shall be contiguous to land previously released; and the sums paid for said partial releases shall be applied to a reduction of the next installment or installments, and the party of the first part shall be entitled to partial releases in accordance with the foregoing formula upon paying each semi-annual installment; ^{*see below} and no release shall be made that will render the remaining encumbered land landlocked or inaccessible to public highways and streets, or that would leave said remaining encumbered land unfit or undersirable for development; and such releases shall be made in a manner that will preserve to the remaining encumbered land ready and adequate access to main highways and to public utilities (including sanitary sewers, water and storm drainage) without the necessity of obtaining rights of way over the lands of others for that purpose.

It is further understood and agreed that the hereinabove named trustees shall be required, without prepayment on account of the debt secured, to join in the grant of rights of way and easements for installation, maintenance and repair of sanitary sewer, storm water drainage and water facilities, and electricity, gas and other utilities all as may reasonably be required in the sound and orderly development of the property, such easements and rights of way to be at such place or places in the tract as may be designated or acceptable to the governmental or quasi-governmental authorities having jurisdiction and/or the utility companies furnishing said services, upon the further condition that said easements and rights of way will be designated by metes and bounds description so that their location may be readily ascertainable.

It is further understood and agreed that the hereinabove named trustees shall be required, without prepayment on account of the debt secured, to join in plats of subdivisions, including therein dedications of streets and roads to public use, all as may reasonably be required in the orderly and sound development of the property, provided, however, that after the first subdivision, all subsequent subdivisions shall be contiguous to lands previously subdivided; and if such subdivision plats include dedications of land for parks or purposes

* or any pre-payment thereof, in whole or in part

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other than streets, roads or utilities, the party of the first part shall be required to make payment on the principal of the note an amount equal to \$6,250.00 for each acre included in the land so desired to be dedicated for purposes other than streets, roads or public utilities, plus interest on the amount so paid computed to the payment date.

AND WHEREAS, the party of the first part desires to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said parties of the second part or substituted trustee, or by any person hereby secured, on account of any disputed matter or any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the party of the first part, in consideration of the premises and of one dollar lawful money of the United States of America to him in hand paid by the parties of the second part, the receipt of which before the sealing and delivery of these presents is hereby acknowledged, has granted and does hereby grant unto the parties of the second part upon the following trusts the following described land and premises, situate in Bowie Election District and Vansville Election District, Prince Georges County, State of Maryland, known and distinguished as:

Being part of a tract of land called Montpelier and being also parts of the following three conveyances, (1) Parcels One and Two as described in deed from Breckinridge Long, et ux, to Christine B. Long, dated June 12, 1928 and recorded in Liber 315 at folio 445, (2) by deed from Fanny C. Arnett to Christine B. Long dated July 16, 1930 and recorded in Liber 354 at folio 478, and (3) by deed from Alice Hebert McCauley, et vir to Breckinridge Long dated September 7, 1939 and recorded in Liber 543 at folio 494, all among the Land Records of Prince George's County, Maryland, and being more particularly described as follows:

PARCEL ONE:

Beginning for the same at a pipe found in the 2nd or S 66° W 267.5 perch line of Parcel One of the first above mentioned conveyance, said pipe being also at the southeast corner of Parcel A as shown on a plat entitled "Plat One, Village Square North" recorded among said Land Records in Plat Book WWW 49, Plat No. 14, and running thence, in the meridian of the Washington Suburban Sanitary Commission, across said Parcel One and a part of the third mentioned conveyance, (1) N 73° 10' 35" E 664.79 feet (2) N 48° 45' 28" E 870.59 feet (3) N 56° 59' 43" E 25.00 feet to intersect the center line of the proposed realignment and rehabilitation of the Laurel-Bowie Road, Maryland Route No. 197, thence with said center line, (4) along the arc of a curve to the right having a radius of 1900.00 feet, a distance of 198.88 feet, chord S 55° 50' 59" E 198.78 feet, thence leaving said center line and continuing across said Parcel One, (5) S 39° 22' 22" W 211.81 feet, (6) S 08° 47' 22" W 330.18 feet, (7) S 54° 12' 22" W 500.23 feet, (8) S 61° 02' 22" W 306.14 feet, (9) S 05° 27' 38" E 308.14 feet, (10) S 07° 02' 12" W 284.10 feet, (11) S 07° 46' 48" E 156.39 feet, (12) S 11° 27' 38" E 340.16 feet, (13) S 28° 27' 38" E 420.19 feet, (14) S 23° 57' 38" E 80.04 feet, (15) S 51° 07' 38" E 351.08 feet, (16) S 31° 32' 33" W 31.33 feet to the beginning of a curve to the left having a radius of 1320.00 feet, thence (17) along the arc of said curve 403.17 feet, chord S 22° 47' 33" W 401.61 feet, thence leaving said Parcel One and crossing the second above mentioned conveyance, (18) S 14° 02' 33" W 97.00 feet to the beginning of a curve to the right having a radius of 1040.00 feet, thence (19) along the arc of said curve 727.62 feet, chord S 34° 05' 08" W 712.87 feet, thence (20) S 52° 32' 27" E. 159.00 feet, (21) S 42° 15' 47" W 115.76 feet, (22) S 64° 32' 20" W 443.00 feet, (23) S 48° 22' 20" W 452.00 feet, (24) S 30° 52' 20" W 200.84 feet, (25) N 55° 17' 06" W 1834.29 feet to a point in Parcel Two of said first mentioned conveyance, thence crossing Parcel Two, (26) N 33° 12' 54" E 1239.18 feet, (27) N 55°

42' 15" W 600.00 feet, (28) N 34° 17' 45" E 461.09 feet, (29) N 55° 42' 15" W 633.06 feet to the end of the 2nd line described in an agreement between Christine B. L. Willcox, et vir and Leon Reiskin, et al, dated March 9, 1965 and recorded among the aforesaid Land Records in Liber 3116 at folio 3, thence reversely with the 2nd and 1st lines thereof as resurveyed, (30) N 65° 12' 40" E 816.85 feet, (31) S 89° 42' 10" E 125.07 feet to the end of the division line between the properties of the said Christine B. L. Willcox, et vir and Jack Kay, et al, set by agreement dated September 25, 1964 and recorded among said Land Records in Liber 3068 at folio 130, thence reversely with said line as resurveyed, (32) N 64° 28' 30" E 998.87 feet to the place of beginning, containing 176.7764 acres of land including 0.0847 acres in the Laurel-Bowie Road.

SAVING AND EXCEPTING, THEREFROM, HOWEVER, the following described parcel: Beginning for the same at the end of 183.15 feet on the 9th line of Tract One, said Tract containing 176.7764 acres of land, thence with the remainder of said 9th line and with the 10th through the 18th lines thereof, (1) S 05° 27' 38" E 124.99 feet, (2) S 07° 02' 12" W 284.10 feet, (3) S 07° 46' 48" E 156.39 feet, (4) S 11° 27' 38" E 340.16 feet, (5) S 28° 27' 38" E 420.19 feet, (6) S 23° 57' 38" E 80.04 feet, (7) S 51° 07' 38" E 351.08 feet, (8) S 31° 32' 33" W 31.33 feet to the beginning of a curve to the left having a radius of 1320.00 feet, thence (9) along the arc of said curve 403.17 feet, chord S 22° 47' 33" W 401.61 feet, thence (10) S 14° 02' 33" W 97.00 feet, thence leaving the outlines of Tract One and crossing the same, (11) N 60° 57' 27" W 1323.62 feet, (12) N 29° 02' 33" E 1608.31 feet to the place of beginning, containing 25.000 acres of land.

PARCEL TWO:

Being a strip of land thirty feet wide adjacent to the above described 176.7764 acre tract and being described as follows:

Beginning for the same at the end of the aforesaid 15th line of said tract, thence with the 16th through the 19th lines thereof, (1) S 31° 32' 33" W 31.33 feet to the beginning of a curve to the left having a radius of 1320.00 feet, thence (2) along the arc of said curve a distance of 403.17 feet, chord S 22° 47' 33" W 401.61 feet, thence leaving Parcel One and crossing the second above mentioned conveyance, (3) S 14° 02' 33" W 97.00 feet to the beginning of a curve to the right having a radius of 1040.00 feet, thence (4) along the arc of said curve 727.62 feet, chord S 34° 05' 08" W 712.87 feet, thence with a part of the 20th line thereof, (5) S 52° 32' 27" E 31.27 feet to intersect a curve to the left having a radius of 1070.00 feet, thence (6) along the arc of said curve 739.64 feet, chord N 33° 50' 43" E 725.00 feet, thence (7) N 14° 02' 33" E 97.00 feet to the beginning of a curve to the right having a radius of 1290.00 feet, thence (8) along the arc of said curve 394.01 feet, chord N 22° 47' 33" E 392.48 feet, thence (9) N 31° 32' 33" E 27.47 feet, thence (10) N 51° 07' 38" W 30.25 feet to the place of beginning, containing 0.8667 acre of land.

TOGETHER with the following right of way for ingress and egress from and to the aforesaid Laurel-Bowie Road.

Beginning at the end of the 15th line of the above described 176.7764 acre tract, thence with an extension of said 15th line, (1) S 51° 07' 38" E 40.33 feet, thence crossing the aforesaid Parcel One, (2) N 31° 32' 33" E 166.76 feet to the beginning of a curve to the right having a radius of 1296.08 feet, thence, (3) along the arc of said curve a distance of 1114.08 feet, chord N 56° 10' 03" E 1080.10 feet, thence (4) N 80° 47' 33" E 1.39 feet to intersect the 5th line of said Parcel One, thence with a part of said 5th line as resurveyed (5) N 66° 16' 23" E 102.24 feet to intersect the aforesaid center line of the proposed realignment and rehabilitation of said Laurel-Bowie Road, Maryland Route No. 197, thence with said center line, (6) N 09° 12' 27" W 54.37 feet, thence leaving said center line, (7) S 80° 47' 33" W 100.36 feet to the beginning of a curve to the left having a radius of 1376.08 feet, thence (8) along the arc of said curve 1182.84 feet, chord S 56° 10' 03" W 1146.76 feet, thence (9) S 31° 32' 33" W 156.46 feet to intersect the aforesaid 15th line of the above described tract, thence with the remainder of said line, (10) S 51° 07' 38" E 40.33 feet to the place of beginning, containing 2.5612 acres of land.

together with all the improvements thereon, and all and every the easements, rights, ways, waters and advantages to the same belonging, or thereto in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise how-
ever, of the party of the first part of, in, to, or out of the said land and premises.

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared, that is to say: IN TRUST to permit said party of the first part hereto, heirs, successors, or assigns, to use and occupy the said described land and premises, and the rents, issues, and profits thereof to take, have, and apply to and for his sole use and benefit (except that no sod or trees shall be removed from said lands and premises), until default be made in the payment of the promissory note hereby secured or any installment of interest thereon, when and as the same shall become due and payable, or any proper cost or expense in and about the same as hereinafter provided.

AND upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions and expenses, at any time before the sale hereinafter provided for, to release and reconvey the said described premises unto the said party of the first part, heirs, successors, or assigns, at his cost.

AND it is agreed that the holder from time to time of the indebtedness hereby secured has the irrevocable power to substitute without cause or notice, a trustee or trustees in the place and stead of any trustee or trustees named herein, or acting herein as trustee, by filing for record in the office where these presents are recorded a "Deed of Substitute Appointment"; and that said substitute trustee or trustees so named shall have and be vested with the same title and powers as are had by the second parties hereto at the time of execution hereof.

AND UPON THIS FURTHER TRUST, upon any default or failure being made in the payment of the said note or of any installment of principal or interest thereon, when and as the same shall become due and payable, or upon default being made in payment, after demand therefor, of any money advanced as herein provided for, of any proper cost, charge, commission, or expense in and about the same, or upon a breach of any of the covenants or agreements herein contained, then and at any time thereafter the said parties of the second part, survivor of them, or the substituted trustee, or the trustee acting in the execution of this trust shall have the power and it shall be his duty thereafter to sell, and in case of any default of any purchaser to resell the said described land and premises at public auction, upon such terms and conditions, in such parcels, at such time and place and after such previous public advertisements as the parties of the second part, survivor of them, or the substituted trustee, or the trustee acting in the execution of this trust, shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to, and at the cost of the purchaser, or purchasers thereof, who shall not be required to see to the application of the purchase money; and of the proceeds of said sale or sales, FIRSTLY, to pay all proper costs, charges, and expenses, including all fees and costs herein provided for, including reasonable counsel fees, and all moneys advanced for taxes, insurance, and assessments, with interest thereon as provided herein, and all taxes, general and special, due upon said land and premises at time of sale, and to retain as compensation a commission of five percentum on the amount of the said sale or sales: SECONDLY, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before maturity of said note be and become immediately due and payable at the election of the holder thereof; and, LASTLY, to pay the remainder of said proceeds, if any there be to said party of the first part, heirs, successors or assigns, upon the delivery and surrender to the purchaser, his, her or their heirs or assigns, of possession of the premises so as aforesaid sold and conveyed, less the expense, if any, of obtaining possession.

AND the said party of the first part does hereby agree at his own cost, during all the time wherein any part of the matter hereby secured shall be unsettled or unpaid, to keep the said improvements insured against loss by fire and other hazards, with extended coverage, in the name and to the satisfaction of the parties of the second part, or substituted trustee, in such fire insurance company or companies and through such agent as the said parties of the second part may select, who shall apply whatever may be received therefrom to the payment of the matter hereby secured, whether due or not, unless the party entitled to receive shall waive the right to have the same so applied; and also to pay all taxes and assessments, both general and special, that may be assessed against or become due on said land and premises during the continuance of this trust and that upon any neglect or default to so insure, or to pay taxes and assessments, any party hereby secured may have said improvements insured, pay said taxes and assessments, and the expenses thereof shall be a charge hereby secured and bear interest at the rate of six per centum per annum from the time of such payment.

AND the first party hereto does hereby covenant and agree with the second parties hereto that no lien on the within described property which is senior in priority to the lien of these presents, shall be permitted to become or remain in default in any respect during any time wherein any part of the debt secured by these presents shall be unpaid, and does further covenant to repay the debt hereby secured.

AND it is further agreed that if the said property shall be advertised for sale, as herein provided, and not sold, the trustee or trustees acting shall be entitled to one-half the commission above provided, to be computed on the original amount of the debt hereby secured.

AND it is agreed that a waiver of any breach of any covenant herein contained shall not be construed as a waiver of the covenant.

AND the first party does hereby agree with the second parties that the said second parties or the holder of the note hereby secured, shall have the right to inspect the hereinbefore described lands and premises at any reasonable time, without prior notice.

AND the said party of the first part covenants that he will warrant specially the land and premises hereby conveyed, and that he will execute such further assurances of said land as may be requisite or necessary.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

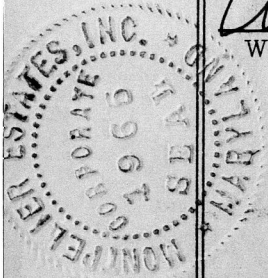
IN TESTIMONY WHEREOF, the party of the first part has caused these presents to be executed on its behalf by Norman Peterfreund, its Vice President, and its corporate seal to be hereunto affixed, attested by Wendell A. Smith Secretary.

MONTPELIER ESTATES, INC.

ATTEST:

Wendell A. Smith
Wendell A. Smith, Secretary

By Norman Peterfreund
Norman Peterfreund, Vice President



STATE OF NEW YORK)
)SS.:
COUNTY OF NASSAU)

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I HEREBY CERTIFY that on this 13th day of October, 1965, before me, the subscriber, a Notary Public in and for the State of New York and County of Nassau aforesaid, personally appeared in said State and County Norman Peterfreund, Vice President of the corporation named as party of the first part in the foregoing deed of trust, and did acknowledge the foregoing deed to be the act and deed of said body corporate.

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

Virginia M. Cross
Notary Public, New York
VIRGINIA M. CROSS
NOTARY PUBLIC State of New York
No. 30-CB10500
Qualified in Nassau County
Cert. filed in New York County
Commission expires March 30, 1967

STATE OF MARYLAND)
)SS.:
COUNTY OF PRINCE GEORGES)

I HEREBY CERTIFY that on this 13th day of October, 1965, before the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared SOLOMON GROSSBERG, Agent for the party secured by the within deed of trust, and made oath in due form of law that the consideration recited therein is true and bona fide as therein set forth, and he is the duly authorized agent for the party so secured, and is authorized to make this affidavit.

WITNESS my hand and seal the date above written.

Clifton M. Eisele, Jr.
Notary Public
Prince Georges County, Maryland
My commission expires July 1, 1967

Cliff M. Eisele
Notary Public, Maryland

FOR
RELEASE
SEE
BOOK
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