

Growth Allocation Application

Tax Map 49 – Grid 01 - Parcels 71 & 247

**Fat Boys Country Store
41566 Medley's Neck Road
Leonardtown, MD 20650**

**For:
The Real Food Studio**

CRITICAL AREA ENVIRONMENTAL REPORT

Prepared by:
Little Silences Rest, Inc.
May 6, 2020

INTRODUCTION

Site Location and Description

- The property is currently owned by Kelley Studio, LLC, care of Lisa Kelley, according to the current deed of the property recorded among the land records for St. Mary's County in Liber DJB 514 at Folio 439.
- This property has not been subdivided, nor were any of the property lines adjusted after December 1, 1985.
- See Appendix A for deeds and plats of record tracing the parcel history back to at least December 1, 1985 used to determine parcel of record status and critical area grandfathering status.
- The property is located on St. Mary's County Tax Map 49 Grid 1 as Parcels 71 and 247.
- These parcels contain 1.395 acres, not including any State-owned tidal wetlands.
- These parcels contain 1.395 acres within the critical area boundary according to the official critical area maps provided to us by St. Mary's County Department of Land Use & Growth Management.
- Site is located approximately 390' +/- from the nearest body of tidally influenced waters and as such no 100' or 300' Critical Area Buffer is present on site.

Proposed Development Activity

- Proposed development requires Critical Area Overlay rezoning from Rural Critical Area to Limited Development Area to allow continued use of existing commercial facilities.
- These lots are completely inside the critical area boundary.
- This is a proposed use of these parcels is commercial.
- The range of lot sizes in this subdivision is 0.999 acres to 0.396 acres.
- The average size lot in this subdivision is 0.698 acres.
- The acreage of restricted land, including the critical area buffer, for this subdivision is 0.00 acres.
- Existing lot coverage for Parcel 49 is 0 s.f.
- Existing lot coverage for Parcel 71 is 28,421 s.f.
- Proposed lot coverage for Parcel 49 is 0 s.f.
- Proposed lot coverage for Parcel 71 is 28,421 s.f.
- Stormwater management for the existing lot coverage in this development will be exempt from requirements of the 2000 Maryland Stormwater Management Design Manual using Environmental Site Design to the maximum extent practicable.
- Runoff pollution will be minimized by capturing runoff from proposed impervious areas with stormwater management infiltration practices, rainwater harvesting practices, or disconnecting impervious runoff from upstream flows allowing sediments and other pollutants to filter out.

EXISTING ENVIRONMENTAL CONDITIONS

Terrestrial Resources

- The soils shown on the minor site plan were taken from the "Web Soil Survey" as prepared by the U.S. Department of Agriculture, Natural Resource Conservation Service. Any highly erodible or hydric soils have been identified and shown on the plan.
- Topographic information shown on the minor subdivision preliminary plan was taken from digital maps obtained from the St. Mary's County Government, as provided by the state of Maryland, using photogrammetric and laser imaging (LIDAR) methods. Any areas of 15% slopes and greater have been identified and shown on the plan.
- The subject property shown on the minor subdivision preliminary plan appears to be located in Flood Hazard Zone X as delineated on Flood Insurance Rate Maps for St. Mary's County, Maryland, as distributed by the Federal Emergency Management Agency, Community Panel Number 24037C0188E, effective date October 19, 2004.
- According to the U.S. Fish and Wildlife Service National Wetland Inventory maps and Maryland DNR maps, there are no wetlands on Site and none were found to be present upon Site inspection.
- The delineation of any state owned tidal wetlands, private tidal wetlands, and non-tidal wetlands was derived from Maryland DNR maps.
- Composition of the forested areas on this site is that of mixed hardwoods with a few pines on an upland site. This forest is even aged approximately 60 - 90 years old. Major species include: white oak, southern red oak, red maple, sweet gum, tulip poplar, American holly, black cherry, black locust, sweet gum, and virginia pine. Tulip poplar has the dominant crown position and sweet gum has the co-dominant crown position with the majority of the dominant and co-dominant trees being in the 12" - 29.9" diameter at breast height size class. There are very few standing dead trees and woody debris ground cover is 20%. None of the standing dead trees were noted for wildlife activity. This stand is in the mid successional stage. Understory vegetation is moderate to heavy with 60% cover and diversity of understory species is fair with 7 major species of plants. The main species include: American holly, flowering dogwood, spice bush, red maple, sweet gum, eastern red cedar, and grape vine. Ground cover is light with 25% cover. Primary species of ground cover include: poison ivy, red maple, club moss, American holly.

POTENTIAL IMPACTS TO NATURAL RESOURCES FROM THE PROPOSED DEVELOPMENT

Terrestrial Resources and mitigation for impacts

- No clearing of existing forest is proposed as part of development.
- There is no critical area buffer on Site.
- No wetland crossings or wetland disturbances are proposed as part of development.
- No change in lot coverage is proposed as part of development.

Aquatic Resources

- Existing lot coverage is not being treated with BMPs. The existing lot coverage is exempt and grandfathered from the Stormwater Management Act of 2007. Any future lot coverage will be treated with BMPs in accordance with the 2000 Maryland Stormwater Design Manual.
- Any proposed outfall pipes, gutters, ditches, and swales shall maintain non-erosive velocities.
- No dredging or fill including pilings are proposed.

Critical Habitats

- No rare, threatened or endangered plants or wildlife listed in COMAR 08.03.08 were observed during the site visit, nor is the property or surrounding properties listed there as a Natural Heritage Area.

Cultural Features / Historic Sites

- According to the St. Mary's County Historic Site Locator Map and MERLIN maps, there are no historic sites on the property, nor were there any remnants of structures, or items indicating a historical presence found on the site.

SUPPLEMENTARY INFORMATION

Shoreline Condition

- The subject property has no linear feet of water frontage.
- There are no shoreline protection methods proposed for the subject property.
- There are no mitigation proposals for the subject property.
- There are no water dependent facilities proposed for the subject property.

Data Sheets

- Data sheets for any tidal and non-tidal wetland delineations made as part of a Wetland Evaluation Report, are not required for this submittal.

Consultants and Qualifications

- The minor site plan for the subject property was surveyed, designed, and drafted by LSR, Inc.
- The existing forest conditions on the subject property were evaluated by LSR, Inc.

Correspondence with State Agencies

- A letter requesting an environmental review of the subject property was submitted to the Maryland Department of Natural Resources, Natural Heritage & Wildlife Division.

MAPS

- See appendix B for various maps of the subject property.

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**For:
The Real Food Studio**

APPENDIX "A"

TITLE HISTORY

TRI-COUNTY ABSTRACT, INC
ABSTRACT SUMMARY

CASE NO.: J. WOOD # 19-2230 EXAMINED THRU: 04-04-2019 8:30 A.M. BY MJW
OWNER: WISEMER LLC
DEED DATED: 06-13-2007 RECORDED: 06-21-2007 L. JWW 3021 F. 601
FROM: RICHARD THOMPSON AND KRISTI HERRING, PERSONAL REPS. FOR THE ESTATE OF *
LOT(S) BLK SEC SUB 1.01AC+/- & 17.859SF+/-
DESCRIBED AS 0.41AC+/- PLAT DISTRICT 3RD

ENCUMBRANCES: FREE AND CLEAR

D/T MORT FROM (FEE)

TO BARBARA HORN, TRUSTEE

DT 04-13-2012 REC 04-16-2012 L. JWW 3702 F. 586 \$ 300,000.00

SEC CEDAR POINT FEDERAL CREDIT UNION

☒ Caption

☐ Cap etal

D/T MORT FROM (FEE)

TO

DT REC L. F. \$

SEC ☐ Caption

☐ Cap etal

TAXES: PAID \$ 3043.66 & 193.07 DUE \$ ACCT.# 03-013839 & 03-042537

MAP 49 GRID 1 PARCEL 71 & 247

JUDGEMENT AND PENDING CASES ☒ NONE

PURCHASER ☐ NONE BRL: ☐ MIN.PER.O.D. FT. BRL SHOWN

COVENANTS L. F. L. F. L. F.

COVENANTS L. F. L. F. L. F.

RIGHT OF L. JMM 8 F. 212 TO S.R.C.

WAYS L. CBG 19 F. 470 TO SMECO

& AGMTS L. MRF 132 F. 149 TO SMECO

L. DBK 145 F. 145 TO SMECO

L. F. TO

L. F. TO

L. F. TO

L. F. TO

L. F. TO

L. F. TO

L. F. TO

L. F. TO

L. F. TO

L. F. TO

L. F. TO

L. F. TO

PER PLAT

OTHER

☐ Run Down Only

* FLOYD ALLEN HERRING, JR.

SEE POWER OF ATTORNEY, JWW 3021/599

PART OF NO NAME AND ST. ANN'S

THOMPSON & HERRING HAD A # OF JUDGEMENTS- WE ASSUME THEY WERE COVERED IN THE
BANKRUPTCY

22594DH

noname / St. Ann's

Subject to the conditions contained on the reverse side of Abstract Summary.

CONDITIONS

THIS ABSTRACT SUMMARY IS NOT AN OPINION OR CERTIFICATION OF TITLE. TRI-COUNTY ABSTRACT, INC. IS NOT RESPONSIBLE FOR INSTRUMENTS RECORDED IN THE LAND RECORDS OR IN THE COURT RECORDS THAT ARE NOT PROPERLY INDEXED OR IDENTIFIED. LIABILITY FOR THE ACCURACY OF THIS REPORT IS LIMITED TO THE ERRORS AND OMISSIONS INSURANCE COVERAGE OF TRI-COUNTY ABSTRACT, INC. AND THE USE OF THIS REPORT SHALL CONSTITUTE THE ABSOLUTE AND UNQUALIFIED ACCEPTANCE OF THE LIMITATION OF LIABILITY. ALL TAX INFORMATION IS SUPPLIED AS A COURTESY AND SHOULD BE VERIFIED. PLEASE CHECK FOR ANY AGRICULTURAL TRANSFER TAXES, HALF YEAR ASSESSMENTS, NEW PROPERTY OR SPECIAL ASSESSMENT LEVIES AND ANY WATER AND SEWER AUTHORITY CHARGES, AS WELL AS ANY TOWN TAXES THAT MAY BE APPLICABLE AS WELL AS ANY PRIVATE UTILITY AGREEMENTS THAT MAY APPLY. THIS ABSTRACT SUMMARY IS MEANT TO BE A SUMMARY OF THE DOCUMENTS CONTAINED IN THE ENTIRE ABSTRACT AND SHOULD BE CAREFULLY REVIEWED. ALL MORTGAGE AND DEED OF TRUST INFORMATION SHOULD BE VERIFIED. TRI-COUNTY ABSTRACT, INC. ASSUMES NO RESPONSIBILITY FOR MATTER OF SURVEY, INGRESS AND EGRESS, RIPARIAN RIGHTS, WETLANDS DESIGNATION OR ANY MATTERS RELATING TO ZONING OR LAND USE.

Search Result for ST MARY'S COUNTY

2018 Taxes Pd
3643.66



**ST. MARY'S COUNTY
MARYLAND**

Christine L. Kelly, Treasurer
P.O. Box 642, Leonardtown, MD 20650
Located at: 23150 Leonard Hall Drive

TAX YEAR

2018

REAL ESTATE TAX BILL

07/01/18 TO 06/30/19

IT IS THE TAXPAYER'S RESPONSIBILITY TO FORWARD THE TAX BILL TO THEIR LENDING INSTITUTION FOR PAYMENTS.
No partial payments accepted. Failure to receive tax bill does not excuse payment of taxes, interest or penalty.

Statement Date: 04/18/2019

03-013839
WISEMER LLC
PO BOX 26
LEONARDTOWN MD 20650-0026

Legal Description

1.01 ACRES
OFF MD RT 244
LEONARDTOWN
MAP:0049 GRID:01 PARCEL:0071
LIBER:03021 FOLIO:0601

Premise Address

41566 MEDLEY'S NECK RD

Commercial

Taxable County Assessment			266,700.00				INTEREST PAYMENT SCHEDULE				CONSTANT YIELD TAX RATE County Tax Rate = \$.8478 CYTR = \$.8443	
Taxable State Assessment			266,700.00									
			PAYMENT AMOUNT SHOWN FOR MONTH OF PAYMENT								NO SECOND PAYMENT NOTICE WILL BE SENT. YOUR CHECK IS YOUR RECEIPT. FOR A COPY OF YOUR TAX RECEIPT, INCLUDE A SELF-ADDRESSED, STAMPED ENVELOPE.	
TYPE	RATE	AMOUNT	MONTH	YEAR	INTEREST	PAYMENT						
COUNTY	0.8478	2,261.08	Apr	2019	0.00	0.00						
STATE	0.1120	298.70	May	2019	0.00	0.00						
FIRE	0.0240	64.01	Jun	2019	0.00	0.00						
RESCUE	0.0090	24.00	Jul	2019	0.00	0.00						
SUPP	0.0240	64.01	Aug	2019	0.00	0.00						
BRF		60.00	Sep	2019	0.00	0.00						
ESW		91.00										
			Customer Service (301) 475-4200 press 1 & 2 www.stmarysmd.com/treasurer/taxes									
TOTAL ANNUAL TAXES		2,862.80	67629	To qualify for semi-annual payments your property must be designated as PRINCIPAL RESIDENCE with any assessment or COMMERCIAL PROPERTY with an assessment less than \$9,000,000.								

Customer Service
(301) 475-4200 press 1 & 2
www.stmarysmd.com/treasurer/taxes

ONLINE PAYMENT OPTIONS ARE AVAILABLE AT www.stmarysmd.com/treasurer/taxes

2ND SEMI-ANNUAL PAYMENT – There will be **NO** reminder notice

**ST. MARY'S COUNTY
MARYLAND**
Christine L. Kelly, Treasurer
P.O. Box 642, Leonardtown, MD 20650
Located at: 23150 Leonard Hall Drive

WISEMER LLC
PO BOX 26
LEONARDTOWN MD 20650-0026

TAX YEAR	DUE DATE	ACCOUNT NUMBER
2018	01/02/2019	03-013839

Amount of SERVICE FEE included

N/A

2ND SEMI-ANNUAL AMOUNT DUE

N/A

2ND SEMI-ANNUAL PAYMENT (IF ELIGIBLE)
PLEASE WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK TO ENSURE PROPER CREDIT

Make checks payable to: St. Mary's County Treasurer

ONLINE PAYMENT OPTIONS ARE AVAILABLE AT www.stmarysmd.com/treasurer/taxes

ANNUAL or 1ST SEMI-ANNUAL PAYMENT – Please circle appropriate payment amount

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MARYLAND**
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P.O. Box 642, Leonardtown, MD 20650
Located at: 23150 Leonard Hall Drive

WISEMER LLC
PO BOX 26
LEONARDTOWN MD 20650-0026

TAX YEAR	DUE DATE	ACCOUNT NUMBER
2018	10/01/2018	03-013839

1 ST SEMI-ANNUAL AMOUNT DUE	ANNUAL AMOUNT DUE
N/A	0.00

1ST SEMI-ANNUAL PAYMENT (IF ELIGIBLE) OR FULL ANNUAL AMOUNT
PLEASE WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK TO ENSURE PROPER CREDIT

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Real Property Data Search

Search Result for ST MARY'S COUNTY

View Map		View GroundRent Redemption		View GroundRent Registration	
Tax Exempt:		Special Tax Recapture:			
Exempt Class:		NONE			
Account Identifier:		District - 03 Account Number - 042537			
Owner Information					
Owner Name:		WISEMER LLC		Use:	COMMERCIAL
Mailing Address:		PO BOX 26 LEONARDTOWN MD 20650-0026		Principal Residence:	NO
				Deed Reference:	/03021/ 00601
Location & Structure Information					
Premises Address:		MEDLEYS NECK RD LEONARDTOWN 20650-0000		Legal Description:	17,859 SQ FT OFF MD RT 244 LEONARDTOWN
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:
0049	0001	0247		0000	
					Block:
					Lot:
					Assessment Year:
					2017
					Plat No:
					Plat Ref:
Special Tax Areas:		Town:		NONE	
		Ad Valorem:		3	
		Tax Class:			
Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use	
			17,859 SF		
Stories	Basement	Type	Exterior	Full/Half Bath	Garage
					Last Major Renovation
Value Information					
	Base Value	Value	Phase-in Assessments		
		As of	As of	As of	
		01/01/2017	07/01/2018	07/01/2019	
Land:	17,800	17,800			
Improvements	0	0			
Total:	17,800	17,800	17,800	17,800	
Preferential Land:	0			0	
Transfer Information					
Seller: HERRING, ALLEN		Date: 06/21/2007		Price: \$318,000	
Type: ARMS LENGTH MULTIPLE		Deed1: JWW /03021/ 00601		Deed2:	
Seller: BROWN & GREENWELL INC		Date: 05/04/1988		Price: \$0	
Type:		Deed1: MRB /00409/ 00348		Deed2:	
Seller:		Date:		Price:	
Type:		Deed1:		Deed2:	
Exemption Information					
Partial Exempt Assessments:	Class	07/01/2018		07/01/2019	
County:	000	0.00			
State:	000	0.00			
Municipal:	000	0.00 0.00		0.00 0.00	
Tax Exempt:		Special Tax Recapture:			
Exempt Class:		NONE			
Homestead Application Information					
Homestead Application Status: No Application					

2018 taxes PD
19307



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MARYLAND**

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TAX YEAR

2018

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07/01/18 TO 06/30/19

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No partial payments accepted. Failure to receive tax bill does not excuse payment of taxes, interest or penalty.

Statement Date: 04/18/2019

03-042537
WISEMER LLC
PO BOX 26
LEONARDTOWN MD 20650-0026

Legal Description

17,859 SQ FT
OFF MD RT 244
LEONARDTOWN
MAP:0049 GRID:01 PARCEL:0247
LIBER:03021 FOLIO:0601

Premise Address

*UNASSIGNED

Commercial

Taxable County Assessment		17,800.00	INTEREST PAYMENT SCHEDULE				CONSTANT YIELD TAX RATE County Tax Rate = \$.8478 CYTR = \$.8443	
Taxable State Assessment		17,800.00						
TYPE		RATE	AMOUNT		PAYMENT AMOUNT SHOWN FOR MONTH OF PAYMENT			
			MONTH	YEAR	INTEREST	PAYMENT		
COUNTY		0.8478	150.91	Apr	2019	0.00	0.00	
STATE		0.1120	19.94	May	2019	0.00	0.00	
FIRE		0.0240	4.27	Jun	2019	0.00	0.00	
RESCUE		0.0090	1.60	Jul	2019	0.00	0.00	
SUPP		0.0240	4.27	Aug	2019	0.00	0.00	
				Sep	2019	0.00	0.00	
Customer Service (301) 475-4200 press 1 & 2 www.stmarysmd.com/treasurer/taxes								
TOTAL ANNUAL TAXES		180.99	85061		• To qualify for semi-annual payments your property must be designated as PRINCIPAL RESIDENCE with any assessment or COMMERCIAL			
NO SECOND PAYMENT NOTICE WILL BE SENT. YOUR CHECK IS YOUR RECEIPT. FOR A COPY OF YOUR TAX RECEIPT, INCLUDE A SELF-ADDRESSED, STAMPED ENVELOPE. IMPORTANT: See notes on reverse side Note: \$70.92 or 47% of your annual county tax is designated to fund the St. Mary's County Public School System.								

ONLINE PAYMENT OPTIONS ARE AVAILABLE AT www.stmarysmd.com/treasurer/taxes

2ND SEMI-ANNUAL PAYMENT – There will be NO reminder notice

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Make checks payable to: St. Mary's County Treasurer

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TAX YEAR	DUE DATE	ACCOUNT NUMBER
2018	01/02/2019	03-042537

Amount of SERVICE FEE included

N/A

2ND SEMI-ANNUAL AMOUNT DUE

N/A

ST. MARY'S COUNTY
MARYLAND
Christine L. Kelly, Treasurer
P.O. Box 642, Leonardtown, MD 20650
Located at: 23150 Leonard Hall Drive

WISEMER LLC
PO BOX 26
LEONARDTOWN MD 20650-0026

1ST SEMI-ANNUAL PAYMENT (IF ELIGIBLE) OR FULL ANNUAL AMOUNT
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Make checks payable to: St. Mary's County Treasurer

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ANNUAL or 1ST SEMI-ANNUAL PAYMENT – Please circle appropriate payment amount

TAX YEAR	DUE DATE	ACCOUNT NUMBER
2018	10/01/2018	03-042537

1ST SEMI-ANNUAL AMOUNT DUE

N/A

ANNUAL AMOUNT DUE

0.00

Jmm 8/2/2

Whereas, the State Roads Commission of Maryland, acting for the State of Maryland, proposes to acquire the land shown on the State Roads Commission of Maryland's Plat No. 436 which is duly recorded or intended to be recorded among the Land Records of St. Mary's County in the State of Maryland, in order to lay out and construct, under its Contract No. SM-103-611, a road, together with the appurtenances thereto belonging, as a part of the Maryland State Roads System, and

Whereas the laying out of said road in addition to being required for public convenience, necessity and safety, is a material benefit to the undersigned--

Now, Therefore, in consideration of the above premises, One Dollar (\$1.00) and other good valuable considerations, the receipt whereof is hereby acknowledged, we, for ourselves, our heirs, successors, executors, administrators and assigns, do hereby grant and convey unto the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, forever in fee simple, all our right, title and interest, free and clear of all liens and encumbrances, in and to all that land, together with the appurtenances thereto belonging or in any wise appertaining lying between the extreme outlines of the said proposed road as shown on the aforesaid plat, all of which is made a part hereof; and we, for ourselves, our heirs, successors, executors, administrators and assigns do further hold the State of Maryland and the State Roads Commission of Maryland, their members, officers, agents and employees harmless and free from molestation for any purpose, matter or thing whatsoever, arising out of the taking or use as aforesaid by the said Commission, including any change of grade or drainage.

In Witness Whereof we have hereunto set our hands and seals this 8th day of October, in the year 1933.

Witness: Rae W. Stewart
Witness: Rae W. Stewart

Grace F. Love (Seal)
J. Bernard Love (Seal)

State of Maryland, in and for Baltimore City:

Before me, a Notary Public of the State and City aforesaid personally appeared Grace F. Love and J. Bernard Love the above named grantors and they jointly and severally acknowledged the foregoing deed and release to be their act.

Witness my hand and Notarial Seal this 21st day of January in the year 1933.

My Commission expires
May 1, 1933.

(R.P.)
(Seal)

Rae W. Stewart
Notary Public.

Received this 7th. day of February, 1933, at 9:30 o'clock A. M. for record. Same day recorded and examined per me.

Recording \$2.00 *paid to St. Mary's County Clerk for record*

J. M. Mattingly
Clerk.

Whereas the State Roads Commission of Maryland, acting for the State of Maryland, proposes to acquire the land shown on the State Roads Commission of Maryland's Plat No. 614 which is duly recorded or intended to be recorded among the Land Records of Saint Mary's County in the State of Maryland, in order to lay out and construct, under its Contract No. SM-103-1-82, a road, together with the appurtenances thereto belonging, as a part of the Maryland State Roads System, and

Whereas the laying out of said road in addition to being required for public convenience, necessity and safety, is a material benefit to the undersigned--

Now, Therefore, in consideration of the above premises, One Dollar (\$1.00) and other good valuable considerations, the receipt whereof is hereby acknowledged, we, for ourselves, our heirs, successors, executors, administrators and assigns, do hereby grant and convey unto the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, forever in fee simple, all our right, title and interest, free and clear of all liens and encumbrances, in and to all that land, together with the appurtenances thereto belonging or in any wise appertaining lying between the extreme outlines of the said proposed road as shown on the aforesaid plat, all of which is made a part hereof; and we, for ourselves, our heirs, successors, executors, administrators and assigns do further hold the State of Maryland and the State Roads Commission of Maryland, their members, officers, agents and employees harmless and free from molestation for any purpose, matter or thing whatsoever, arising out of the taking or use as aforesaid by the said Commission, including any change of grade or drainage.

In Witness Whereof we have hereunto set our hands and seals this 3 day of Dec., in the year 1932.

Witness: Lawrence P. Williams
Witness: Lawrence P. Williams

Joseph Bond (Seal)
Nannie Bond (Seal)

State of Maryland, in and for Baltimore City

Before me a Notary Public of the State and City aforesaid personally appeared Joseph Bond and Nannie Bond the above named persons and they jointly and severally acknowledged the foregoing instrument to be their act.

Witness my hand and Notarial Seal this 31st day of January, in the year 1933.

My Commission expires
May 1, 1933.

(R.P.)
(Seal)

Rae W. Stewart
Notary Public.

Received this 7th. day of February, 1933, at 9:30 o'clock A. M. for record. Same day recorded and examined per me.

Recording \$2.00 *paid to St. Mary's County Clerk for record*

J. M. Mattingly
Clerk.

This Deed made this 4th day of February in the year of Nineteen hundred & thirty three (1933) by me Daniel T. Dixon, of St. Mary's County, State of Maryland.

Witnesseth: that in consideration of the sum of one dollar receipt of which is hereby acknowledged, I the said Daniel T. Dixon do hereby grant unto J. Woodley Latham of said State & County, all of my right, title, interest & claim in & to a piece of land, situated & lying in the 6th Election District, of St. Mary's County & which is described as follows:

Beginning at the south east line of the land of J. Woodley Latham, at the State road running by his yard, from Laurel Grove, to Oakville, Maryland, & running in a south easterly direction, with said road fifty yards, to a stone planted by the side of said State road, thence, turning at said stone and road in a southerly direction, straight line, three hundred and forty five yards to a stone planted, thence, from said stone straight line in

THIS INDENTURE, Made this 17 day of January, in the year nineteen hundred and 47, by F. Erick Floyd, of St. Mary's County, in the State of Maryland:

Witnesseth that in consideration of the sum of One Dollar (\$1.00) the receipt whereof is hereby acknowledged, the said F. Erick Floyd, does hereby grant and convey unto the Southern Maryland Electric Cooperative, Inc., a corporation, and to its successors or assigns, the right to enter in and upon his lands located in the County of St. Mary's State of Maryland and described as follows: Locust Hill Farm, near Medley's Neck Church, and bounded on North by Greenwell Helms, South by C.B. Wiers, East by Downs & Red Gate Property west by Beauvue State Road, and to construct, operate, replace, repair, and maintain thereon, and in or upon all roads, streets or highways abutting said lands, an electric transmission and distribution line or system in suitable structural form for the transmission and distribution of electric current for any purpose whatsoever, including the right to cut and trim trees to the extent necessary to keep them clear of the electric line.

All damages to the aforesaid property (other than to trees) caused by maintaining, replacing or repairing said electric system shall be borne by the grantee, its successors or assigns.

As Witness the hand and seal of the said grantor the day and year first above written.

F. Erick Floyd (Seal)
F. Erick Floyd (Typed)

State of Maryland, St. Mary's County Set:

I Hereby Certify, that on this 17 day of Jan, 1947, before me, the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, and residing at St. Mary's County, personally appeared F. Erick Floyd and acknowledged the foregoing right of way to be his act.

As Witness my hand and Notarial Seal.

My Commission Expires 5/5/47 (N.P.) J.M. Dent
(Seal) Notary Public

Received for record March 13, 1947 at 10:30 A.M. Same day recorded and examined per me.

Recording \$1.00 Paid *Rec'd to M&C per mail 3-21-47.* C. Benedict *Benedict* Clerk.

THIS INDENTURE, Made this 22 day of Feb, 1947, in the year nineteen hundred and 47, by Wm. E. Johnson and Etta J. Estep of St. Mary's County in the State of Maryland:

Witnesseth that in consideration of the sum of One Dollar (\$1.00) the receipt whereof is hereby acknowledged, the said Wm. E. Johnson and Etta J. Estep do hereby grant and convey unto the Southern Maryland Electric Cooperative, Inc., a corporation and to its successors or assigns, the right to enter in and upon their lands located in the County of St. Mary's State of Maryland, and described as follows: Known as The Burcher - on Right side of Route 5 going north half mile north of Oaks, and bounded on South by State Road toward Benedict's East by Webb Property, West by Ivis Alway, and to construct, operate, replace, repair, and maintain thereon, and in or upon all roads streets or highways abutting said lands, an electric transmission and distribution line or system in suitable structural form for the transmission and distribution of electric current for any purpose whatsoever, including the right to cut and trim trees to the extent necessary to keep them clear of the electric line.

All damages to the aforesaid property (other than to trees) caused by maintaining, replacing or repairing said electric system shall be borne by the grantee, its successors or assigns.

As Witness the hands and seals of the said grantors the day and year first above written.

Etta J. Estep (Seal)
Etta J. Estep (Typed)
William E. Johnson (Seal)
William E. Johnson (Typed)

State of Maryland, St. Mary's County Set:

I Hereby Certify, that on this 22 day of February, 1947, before me, the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, and residing at St. Mary's County, personally appeared Etta J. Estep, and acknowledged the foregoing right of way to be their act.

As Witness my hand and Notarial Seal.

My Commission expires 5/5/47 (N.P.) J. M. Dent
(Seal) Notary Public

Received for record March 13, 1947 at 10:30 A.M. Same day recorded and examined per me.

Recording \$1.00 Paid *Rec'd to R.M.C. per mail 3-28-47.* C. Benedict *Benedict* Clerk.

THIS INDENTURE, Made this 27 day of Jan, in the year nineteen hundred and 47, by F. D. Lawrence & Mary E. Lawrence, of St. Mary's County, in the State of Maryland:

Witnesseth that in consideration of the sum of One dollar (\$1.00) the receipt whereof is hereby acknowledged, the said F.D. Lawrence and wife, do hereby grant and convey unto the Southern Maryland Electric Cooperative, Inc., a corporation, and to its successors or assigns, the right to enter in and upon their lands located in the County of St. Mary's State of Maryland, and described as follows: Port Colton Point 7th Dist. St. Mary's Co. and bounded on North by S.R.C. Road to Volton Pt. South by J.B. Blackstone Property, East by S.R.C. Road to Colton Pt. West by J.B. Blackstone Property, and to construct, operate,

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RECEIPT 14390

LOT 132 PAGE 149
 DISTRIBUTION LINE
 Right-Of-Way Easement

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned Grantors,

John W. Pratt
William C. Pratt

RECEIVED 3-6-67 at 4:30 P.M.
FOR RECORD AND RECOMMEND.
Mary H. Fowler, Clerk

(give marital status) of the County of St. Mary's, in the State of Maryland, in consideration of One Dollar and other good and valuable considerations, the receipt of all of which is hereby acknowledged, do hereby grant unto Southern Maryland Electric Cooperative, Inc., a Cooperative duly incorporated under the Laws of Maryland, whose postoffice address is Hughesville, Charles County, Maryland, and its successors or assigns, the right to enter upon the lands owned by the undersigned Grantee (whether held jointly or severally), situated in the 3rd Election District of St. Mary's County, State of Maryland, and being a tract of Land whereon

_____ resides and known as Mr. & Mrs. J. W. Brown, consisting of
approximately 2 acres, conveyed to those grantors by deed of

folio = 295 dated = 29th Aug / June 1965, Rec. Book = 130 CB4
lying on the 1/4th Sec. 4 of 24th P.T. 264
road leading from Barnington to Barnham
adjoining lands of Queen's Chapel and James & Robert Wm. R. Byrne
and to place, construct, operate, repair, maintain, relocate, replace and extend from time to time thereon
and in and upon streets, roads or highways on or abutting said lands, an electric distribution line or
system, as tasked by the Cooperative Engineer, including poles, towers, fixtures and appurtenances
and to cut and trim trees and shrubbery thereon to the extent necessary at least _____ feet
on each side of a distribution line or system; and to cut down, from time to time, all dead, weak, leaning
or otherwise dangerous trees, which are tall enough to strike the lines in falling.

The undersigned covenant that they will not erect any structure under or near the lines which would interfere with the line, nor will they plant or suffer or permit to be planted any trees within the easement area as above set forth; that they are the owners of the subject property and covenant that the Grantee herein shall quietly and peaceably enjoy the rights granted hereunder and that there are no liens or encumbrances of any character except those held by the following lienor(s):

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural, and words in the plural shall be construed in the singular.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 7th

day of November, 1966. John W. Knott
Signed, sealed and delivered in the presence of:
John W. Knott (L.S.)
Lillian C. Knott (L.S.)
Lillian C. Knott (L.S.)
Lillian C. Knott (L.S.)

STATE OF MARYLAND, St. Mary's COUNTY, to wit:

I HEREBY CERTIFY that on this 7th day of December, 1966,
 before me, the undersigned, a Notary Public of the State of Maryland, in and for
 County of Prince George's, personally appeared John W. Foster and Elizabeth C. Foster
 and acknowledged that they executed the foregoing Right - of - Way easement for the purpose
 therein contained. They
 Notary Public
7-1-67 Basil G. Miles

Del. S. M. Capron 3-15-67. Mary R. Fowler, clerk

LIBER 145 PAGE 145
DISTRIBUTION LINE

RECEIVED 118672

Right-Of-Way Easement

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned Grantors,

John W. Knatt, William C. Knatt (Wife)

(give marital status) of the County of St. Marys, in the State of Maryland, in consideration of One Dollar and other good and valuable considerations, the receipt of all of which is hereby acknowledged, do hereby grant unto Southern Maryland Electric Cooperative, Inc., a Cooperative duly incorporated under the Laws of Maryland, whose postoffice address is Hughesville, Charles County, Maryland, and to its successors or assigns, the right to enter upon the lands owned by the undersigned Grantors (whether held jointly or severally), situated in the Third Election District of

St. Marys County, State of Maryland, and being a tract of Land whereon John W. Knatt & William C. Knatt (Wife) resides and known as Part of 17 acres

approximately 1 1/2 acres, conveyed to those grantors by deed of Charles F. Leggett et al

folio 245, dated June 26, 1965, Rec. Book 10-11-65

lying on the South side of road # 244

road leading from State route # 5 to on Millers Creek

adjoining lands of _____ and _____

and to place, construct, operate, repair, maintain, relocate, replace and extend from time to time thereon and in and upon streets, roads or highways on or abutting said lands, an electric distribution line or system, as staked by the Cooperative Engineer, including poles, towers, fixtures and appurtenances, and to cut and trim trees and shrubbery thereon to the extent necessary at least 100 feet on each side of a distribution line or system; and to cut down, from time to time, all dead, weak, leaning or otherwise dangerous trees, which are tall enough to strike the lines in falling.

10-11-65 L. 30 P.m. R. G. J.

Rowley Bailey Kuehn, Clerk

The undersigned covenant that they will not erect any structure under or near the lines which would interfere with the line, nor will they plant or suffer or permit to be planted any trees within the easement area as above set forth; that they are the owners of the subject property and covenant that the Grantee herein shall quietly and peaceably enjoy the rights granted hereunder and that there are no liens nor encumbrances of any character except those held by the following lienor(s): _____

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural, and words in the plural shall be construed in the singular.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this

18 day of April, 1968.

Signed, sealed and delivered in the presence of:

John W. Knatt (L.S.)

William C. Knatt (Wife) (L.S.)

William C. Knatt (L.S.)

(L.S.)

STATE OF MARYLAND, St. Marys COUNTY, to wit:

I HEREBY CERTIFY that on this 18 day of April, 1968.

before me, the subscriber, a Notary Public of the State of Maryland, in and for St. Marys County aforesaid, personally appeared John W. Knatt & William C. Knatt (Wife)

and acknowledged that they executed the foregoing Right - of - Way Easement for the purposes therein contained.

My Commission Expires July 1, 1969

D. B. Kuehn
Notary Public

LIBER 145 PAGE 145

Del. R. E. M.

10-31-68

D. B. Kuehn, Clerk

[illegible]

222

[Signature]

AFTER RECORDING RETURN TO:
 DAVID H. SANDLER, ESQ.
 8201 CORPORATE DRIVE #1120
 LANDOVER, MARYLAND 20785
 301 429 0022

**PERSONAL REPRESENTATIVES DEED AND CO-TENANT IN COMMON
 CONVEYING REAL ESTATE AFTER ABANDONMENT BY CHAPTER 7 TRUSTEE**

THIS DEED made this June 13th, 2007, by and between RICHARD THOMPSON and KRISTI HERRING, PERSONAL REPRESENTATIVE OF THE ESTATE OF FLOYD ALLEN HERRING, JR hereinafter referred to as Party(s) of the First Part, and WISEMER, L.L.C. hereinafter referred to as Party(s) of the Second Part.

IMP TO SUR 22 20.00
 RECORDING FEE 20.00

AND WHEREAS, FLOYD ALLEN HERRING, JR. DIED ON NOVEMBER 1, 2000

RECORDATION 1 2,544.00

AND WHEREAS, KRISTI A. HERRING WAS APPOINTED THE PERSONAL REPRESENTATIVE OF THE ESTATE OF FLOYD ALLEN HERRING, JR IN ESTATE NUMBER 12754 BY THE REGISTER OF WILLS FOR ST. MARY'S COUNTY, MARYLAND;

ST. MARY'S COUNTY 3,180.00
 TR TAX STATE 1,590.00

AND WHEREAS, FLOYD ALLEN HERRING FILED A CHAPTER 7 BANKRUPTCY CASE ON MAY 10, 2005 IN CASE NUMBER 05-21071;

NON-RESIDENT 7,567.72
 TOTAL 14,921.72

AND WHEREAS SCOTT FIELD, CHAPTER 7 TRUSTEE, ABANDONED THE ESTATE PROPERTY IN IN RE: FLOYD ALLEN HERRING CASE NO. 05-2107;

Rest # 5102 Rert # 62751

WITNESSETH, That in consideration of the sum of Three Hundred Eighteen Thousand and 00/100 (\$318,000.00), the said receipt of which is hereby acknowledged, and which the Party of the First Part certifies under penalties of perjury as the actual consideration paid or to be paid, including the amount of any mortgage or deed of trust outstanding, the said Party of the First Part do(es) grant and convey to the said Party of the Second Part the fee simple in all that lot of ground situate in ST. MARY'S COUNTY, Maryland and described as follows:

JUN 21 2007 KBK Blk # 2769

THAT PIECE OF REAL PROPERTY LYING AND BEING IN THE THIRD ELECTION DISTRICT OF ST. MARY'S COUNTY, MARYLAND AND DESCRIBED AS FOLLOWS:

JUN 21 2007 01:10 PM

BEGINNING FOR THE SAME AT A CONCRETE MONUMENT MARKING THE MOST SOUTH WEST CORNER OF A TRACT OR PARCEL OF LAND STANDING IN THE NAME OF JOHN W. KNOTT AS RECORDED AMONG THE LAND RECORDS OF ST. MARY'S COUNTY, MARYLAND IN LIBER DBK 146 AT FOLIO 371. SAID BEGINNING POINT BEING FURTHER LOCATED AS BEING THE MOST SOUTH EASTERLY CORNER OF THE HEREIN DESCRIBED. THENCE LEAVING THE BEGINNING POINT SO FIXED AND RUNNING AND BINDING ON A TRACT OR PARCEL OF LAND STANDING IN THE NAME OF JAMES BOGIE AS RECORDED AMONG THE AFOREMENTIONED LAND RECORDS IN LIBER CBC 91 AT FOLI 497, (1) SOUTH 85 DEGREES 32' 59" WEST 193.34 FEET TO A POINT, THENCE LEAVING THE SAID BOGIE TRACT PASSING THROUGH THE LAND OF THE GRANTOR HEREIN WITH A NEW LINE OF DIVISION (2) NORTH 19 DEGREES 45' 26" WEST 93.92 FEET TO A POINT SAID POINT MARKING THE MOST SOUTH WEST CORNER OF A TRACT OR PARCEL OF LAND NOW FORMERLY STANDING IN THE NAME OF ELDRED GREENWELL AND/OR JAMES BROWN, THENCE RUNNING AND BINDING ALONG THE SAID GREENWELL AND/OR BROWN TRACT, (3) NORTH 85 DEGREES 31'

59" EAST 193.34 FEET TO THE WESTERLY OUTLINE AFOREMENTIONED JOHN W. KNOTT TRACT; THENCE RUNNING AND BINDING ON THE SAID TRACT, (4) SOUTH 19 DEGREES 45' 26" EAST 93.92 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING A TOTAL OF 0.41 ACRES OF LAND, MORE OR LESS.

LOAN IS FURTHER SECURED BY THE FOLLOWING:

BEGINNING FOR THE SAME AT A CONCRETE MONUMENT IN THE WESTERLY OUTLINE OF A TRACT OR PARCEL OF LAND STANDING THE NAME OF JOHN W. KNOTT, AS RECORDED AMONG THE LAND RECORDS OF ST. MARY'S COUNTY, MARYLAND IN LIBER DBK 146, AT FOLIO 371. SAID CONCRETE MONUMENT MARKING THE MOST SOUTHEASTERLY CORNER OF A TRACT OR PARCEL OF LAND STANDING IN THE NAME OF JOHN W. KNOTT, AS RECORDED AMONG THE AFOREMENTIONED LAND RECORDS IN LIBER CBC 120 AT FOLIO 295. SAID BEGINNING POINT BEING EVEN FURTHER LOCATED AS BEING THE MOST SOUTHEAST CORNER OF THE HEREIN DESCRIBED. THENCE LEAVING THE BEGINNING POINT AS FIXED AND RUNNING AND BINDING ON THE NORTHERLY OUTLINE OF A 0.3997 ACRE TRACT OF LAND, NOW OR FORMERLY STANDING IN THE NAME OF THE SAID KNOTT,

(1) SOUTH 85 DEGREES, 31' 35" WEST 193.34 FEET TO AN IRON PIPE. SAID IRON PIPE MARKING THE MOST SOUTHEAST CORNER OF A TRACT OF LAND INTENDED TO BE CONVEYED TO THOMAS CLEMENTS; THENCE RUNNING AND BINDING ON TO SAID INTENDED TO BE CONVEYED TRACT,

(2) NORTH 19 DEGREES, 45' 36" WEST 238.34 FEET TO AN IRON PIPE IN THE SOUTHERLY RIGHT OF WAY LINE OF MARYLAND STATE ROUTE #214, A 40 FEET WIDE RIGHT OF WAY. THENCE RUNNING AND BINDING ON THE SAID STATE RIGHT OF WAY,

(3) NORTH 86 DEGREES 29' 22" EAST 194.25 FEET TO AN IRON PIPE. SAID IRON PIPE MARKING THE MOST NORTHWESTERLY CORNER OF THE AFOREMENTIONED JOHN W. KNOTT TRACT, AS RECORDED AMONG THE AFOREMENTIONED LAND RECORDS IN LIBER DBK 146 AT FOLIO 371; THENCE LEAVING THE SAID RIGHT OF WAY AND RUNNING AND BINDING ON THE WESTERLY OUTLINE OF THE SAID TRACT,

(4) SOUTH 19 DEGREES 45' 14" EAST 235.00 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING A TOTAL OF 1.01 ACRES OF LAND, MORE OR LESS, AS DESCRIBED BY McCREAE, INC., JANUARY 10, 1985.

BEING ALL AND THE SAME LAND CONVEYED TO THE WITHIN GRANTOR BY DEED DATED MARCH 29, 1998 AND RECORDED MARCH 30, 1998 AMONG THE LAND RECORDS OF ST. MARY'S COUNTY, MARYLAND IN BOOK 404 AT PAGE 190.

Premise Address for informational purposes only: 41566 Medleys Neck Road, Leonardtown, Maryland 20650

Tax ID Number: 03-013839

Property Known as:

41566 MEDLEYS NECK ROAD
LEONARDTOWN, MARYLAND 20650

Tax Id. No. 03-013839/03-042537

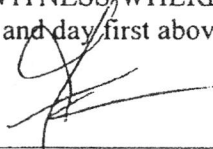
TITLE INSURER: LAWYERS TITLE INSURANCE CORPORATION

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 title, right, privileges, appurtenances and advantages

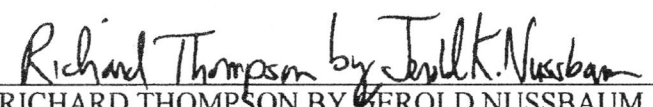
thereunto belonging, or in anywise appertaining, unto and for the proper use only, benefit and behalf forever of said Party of the Second Part, in FEE SIMPLE AS SOLE OWNER.

And the said Party of the First Part does hereby covenant that she has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that she will warrant the property hereby granted; and that she will execute and further assurances of the same as may be requisite.

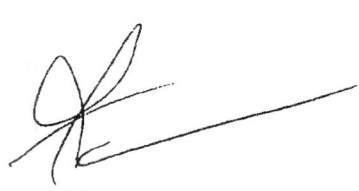
IN WITNESS WHEREOF, the said Party of the First Part has set her hand(s) and seal(s) the year and day first above written.



Witness



RICHARD THOMPSON BY GERALD NUSSBAUM,
HIS ATTORNEY IN FACT J



Witness



CHRISTI HERRING PERSONAL REPRESENTATIVE
OF THE ESTATE OF FLOYD ALLEN HERRING, JR.

State of Maryland
County of ST. MARY'S COUNTY

I HEREBY CERTIFY that on this June 13th, 2007, before the subscriber, a Notary Public of the State aforesaid, personally appeared RICHARD THOMPSON (or satisfactorily proven) to be the person whose names is/are set forth in the within Deed, and did further acknowledge that she executed the foregoing Deed for the purposes therein contained.

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



Notary Public
My Commission Expires:

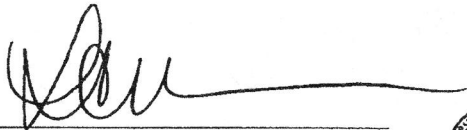


LISA C. NORRIS
NOTARY PUBLIC
STATE OF MARYLAND
ST. MARY'S COUNTY
My Commission Expires
9/1/10

State of Maryland
County of ST. MARY'S COUNTY

I HEREBY CERTIFY that on this June 13th, 2007, before the subscriber, a Notary Public of the State aforesaid, personally appeared KRISTI A. HERRING, PERSONAL REPRESENTATIVE OF THE ESTATE OF FLOYD ALLEN HERRING, JR., (or satisfactorily proven) to be the person whose names is/are set forth in the within Deed, and did further acknowledge that she executed the foregoing Deed for the purposes therein contained.

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

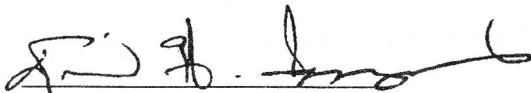


Notary Public
My Commission Expires:



LISA C. NORRIS
NOTARY PUBLIC
STATE OF MARYLAND
ST. MARY'S COUNTY
My Commission Expires 9/11/10

This is to certify that the within instrument has been prepared (i) by or under the supervision of the undersigned Maryland attorney, or (ii) by a party to this instrument.



David H. Sandler, Esq.

File No.: 07-3690

THIS IS TO CERTIFY THAT ALL
TAXES ON THIS PROPERTY HAVE
BEEN PAID THROUGH 10/30/07
James P. Morris TREASURER
ST. MARY'S COUNTY, MD
ACCT. NO. 03013839
6/18/07

Certification of Exemption from Withholding Upon Disposition of Maryland Real Estate Affidavit of Residence or Principal Residence

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information	
Name of Transferor	<u>K</u> <u>CHRISTI HERRING PERSONAL REPRESENTATIVE</u> <u>OF THE ESTATE OF FLOYD ALLEN HERRING SR.</u>

2. Reasons for Exemption	
Resident Status	☐ I, Transferor, am a resident of the State of Maryland. ☒ Transferor is a resident entity under § 10-912(A)(4) of the Tax-General Article of the Annotated Code of Maryland, I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.
Principal Residence	☐ Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC §121 and is recorded as such with the State Department of Assessments and Taxation.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors	
Witness	Name _____ Signature _____
3b. Entity Transferors	
Witness/Agent	<u>Estate of Floyd Allen Herring Jr.</u> Name of Entity _____ <u>Kristi Herring</u> By _____ <u>Kristi Herring</u> Name _____ <u>Personal Representative</u> Title _____

State of Maryland Land Instrument Intake Sheet					
County: ST. MARY'S COUNTY					
Information provided is for use of the Clerk's Office, State Department of Assessments and Taxation and County Finance Office only. (Type or Print in Black Ink Only--All Copies Must Be Legible)					
1	Type(s) of Instruments	☒ (Check Box if Addendum Intake Form is Attached)			
		☒ Deed	☐ Mortgage	☐ Other	☐ Other
2	Conveyance Type	☒ Improved Sale	☐ Unimproved Sale	☐ Multiple Accounts	☐ Not an Arms-Length Sale
	Check box	Arms-Length[1]	Arms-Length[2]	Arms-Length[3]	Arms-Length[4]
3	Tax Exemptions	Recordation			
	(if Applicable) Cite or Explain Authority	State Transfer xx			
		County Transfer			
4	Consideration	Consideration Amount		Finance Office Use Only	
	And Tax Calculation	Purchase Price/Consideration	\$318,000.00	Transfer and Recordation Tax Consideration	
		Any New Mortgage	\$298,750.00	Transfer Tax Consideration	
		Balance of Existing Mortgage	\$	Less Exemption Amount	
		Other:	\$	Total Transfer Tax	
		Other	\$	Recordation Consideration	
		Full Cash Value	\$	X() per \$500 = \$	
				TOTAL DUE \$	
5	Fees	Amount of Fees		Doc. 1 Doc. 2	
		Recording Charge	\$20.00	\$20.00	Agent:
		Surcharge	\$20.00	\$75.00	Tax Bill:
		State Recordation Tax	\$2544	\$	C.B. Credit:
		State Transfer Tax	\$1590	\$	Ag-Tax/Other:
		County Transfer Tax	\$3180	\$	
		Other	\$	\$	
		Other	\$7567.51	\$	
6	Description of Property	District: Property Tax ID No. (1) Grantor/Grantee/Other: (2) Map: Parcel No. (3) Var Loc: (5)			
	SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	Subdivision Name: Lot(3a) Block (3b) Sect/AR(3c) Plat Ref: SqFt/Acreage (4)			
		Location/Address of Property Being Conveyed (2): 41566 MEDLEYS NECK ROAD, LEONARDTOWN, MARYLAND 20650			
		Other Property Identifiers (if applicable): Water Meter Account No.			
		Residential [X] or Non-Residential [] Fee Simple [X] or Ground Rent [] Amount:			
		Partial Conveyance? [] Yes [X] No Description/Amt. of SqFt/Acreage Transferred:			
		If Partial Conveyance, List Improvements Conveyed:			
7	Transferred From	Doc. 1 - Grantor(s) Name(s): RICHARD THOMPSON		Doc. 2 - Grantor(s) Name(s): WISEMER, L.L.C.	
		CHRISTI HERRING		POST OFFICE BOX 26	
		Doc. 1 - Owner(s) of Record, if Different from Grantor(s):		Doc. 2 - Owner(s) of Record, if Different from Grantor(s):	
8	Transferred to	Doc. 1 - Grantee(s) Name(s): WISEMER, L.L.C.		Doc. 2 - Grantee(s) Name(s):	
		POST OFFICE BOX 26			
		New Owner's (Grantee) Mailing Address: 41566 MEDLEYS NECK ROAD, LEONARDTOWN, MARYLAND 20650			
9	Other Names To Be Indexed	Doc. 1 - Additional Names to be Indexed (Optional): PERSONAL REPRESENTATIVE OF THE ESTATE		Doc. 2 - Additional Names to be Indexed (Optional): MERCANTILE SOUTHERN MARYLAND BANK	
		LEONARDTOWN, MARYLAND 20650			
10	Contact/Mail Information	Instrument Submitted By or Contact Person [X] Return to Contact Person			
		Name: Firm: David H. Sandler, Esq. [] Hold for Pickup			
		Address: 8201 Corporate Drive Landover, Maryland 20785 [] Return Address Provided			
		Phone: 301-429-0022			
		IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER			
		Assessment [X] Yes [] No Will the property being conveyed be the grantee's principal residence?			
		Information [] Yes [X] No Does transfer include personal property? If yes, identify:			
		[] Yes [X] No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).			
		Assessment Use Only - Do Not Write Below This Line			
		[] Terminal Verification [] Agricultural Verification [] Whole [] Pad [] Tran. Process			
		Transfer Number: Date Received: Deed Reference: Assigned Property No.:			
		Year	Geo.	Map	Sub.
		Land	Zoning	Grid	Plat
		Buildings	Use	Parcel	Section
		Total	Town Cd.	Ex. Cd.	Occ. Cd.
		REMARKS:			

Return to:
ST. MARY'S COUNTY ABSTRACT, INC.
P.O. Box 317
Leonardtown, MD 20650

WISE WER LLC

GIVEN NAME _____
TO DAIR _____

[illegible]

INDEMNITY DEED OF TRUST

THIS INDEMNITY DEED OF TRUST, is made April 13, 2012 by and between **WISEMER, LLC** the undersigned grantor(s), (singular, or if more than one, then jointly and severally hereinafter referred to as "Grantor"), and **BARBARA HORN**, Trustee, for the benefit of **CEDAR POINT FEDERAL CREDIT UNION**, (hereinafter referred to as "Lender")

RECITALS

The Lender has made a loan to the Borrower named on the last sheet hereof (hereinafter referred to as the "Borrower" in the principal sum of **\$300,000.00** as evidenced by a promissory note of even dated herewith in the aforementioned amount with a maturity date of **May 1, 2027** (hereinafter referred to as the "Note") and additional documents evidencing, securing or otherwise documenting the terms and conditions of the Loan, including by way of illustration and not limitation, the guarantees of the Grantor and any other guarantor of the Loan (hereinafter collectively referred to as the "Loan Documents");

The Grantor has agreed to secure the Borrower's obligations of payment and performance with respect to the Loan by the execution of this Deed of Trust;

As used in this Indemnity Deed of Trust, the term "Obligations" means: (i) the prompt payment to the Beneficiary of any and all sums owed by the Grantor to the Beneficiary by any Guaranty; (ii) the proper, complete and punctual performance by the Grantor of all the terms, covenants and conditions contained in this Indemnity Deed of Trust; (iii) the prompt repayment of all sums which are at any time or from time to time advanced or paid by the Beneficiary pursuant to the authorizations contained in this Indemnity Deed of Trust; and (iv) the payment of all the costs, fees, commissions, and expenses of the Beneficiary and/or the Trustee in enforcing the provisions of this Indemnity Deed of Trust and any Guaranty; and (v) the prompt payment to the Beneficiary of any and all sums owed by the Borrower or any other guarantor to the Beneficiary by any Loan Documents; (vi) the proper, complete and punctual performance by the Borrower and any other guarantor of all the terms, covenants and conditions contained in the Loan Documents; (vii) the prompt repayment of all sums which are at any time or from time to time advanced or paid by the Beneficiary pursuant to the authorizations contained in any of the Loan Documents; and (viii) the payment of all the costs, fees, commissions, and expenses of the Beneficiary and/or the Trustee in enforcing the provisions of any of the Loan Documents.

The Grantor is not the Borrower and is not primarily liable for the payment of the Obligations; and

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties, and to secure the full and absolute payment and performance of each of the Obligations the parties do hereby agree as follows:

A. **Grant:** The Grantor does grant, pledge, convey, assign and transfer to the Trustee and its heirs, successors and assigns all those lots of ground situated and lying in **ST. MARY'S COUNTY, Maryland**, and more particular described in **Exhibit "A"** attached hereto and made a part hereof (the "Land");

TOGETHER WITH all buildings, structures or improvements, and replacements thereof, now or hereafter existing on or to be erected upon the Land (the "Improvements"), the aforesaid Land and Improvements hereinafter referred to as the "Premises";

TOGETHER WITH all plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, fixtures and other chattels and personal property and replacements thereof, owned by the Grantor and now or at any time hereafter affixed or attached to, incorporated in, or used in connection with the utilization, enjoyment, occupation, or operation of the Premises, including by way of example and not by way of limitation: all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, lifting equipment, partitions, ducts, compressors, switchboards, storm and screen windows and doors, awnings and shades and signs and shrubbery; as well as all building and construction materials which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure or improvement

located on the premises, (hereinafter referred to as "Personalty") all of which the Grantor declares to be fixtures and permanent additions to the Premises;

AND TOGETHER WITH all easements, rights, privileges, streets, alleys, ways, waters, fixtures, privileges, appurtenances, and advantages belonging or in any way appurtenant, and all of the right, title, interest, estate, or claim of the Grantor adjacent to the Premises, whether now existing or hereafter acquired;

AND TOGETHER WITH all mineral rights, and mining rights as well as all minerals, sand, gravel, soil and the like, which have not been extracted from the Land;

AND TOGETHER WITH all rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, agreements applicable to the Premises' adjoining lands, or contracts of sale with respect thereto, and all proceeds and products thereof, with the right to: (a) collect any sums of money at any time payable to Grantor in consequence of such rights and benefits, including the release, modification, or amendment thereof, for application to the Obligations; and (b) utilize any collection or enforcement rights or remedies to collect the same which may be available to the Grantor under law;

AND TOGETHER WITH: (a) all of the proceeds of the voluntary or involuntary conversion of the aforementioned property or any part of the aforementioned property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise, as well as a security interest which is hereby granted to the Lender in the same; (b) all rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the Premises, with the right to collect such rents, profits, and benefits at any time for application to the Obligations, but without any duty or obligation to perform on behalf of the Grantor any of Grantor's duties or obligations to any lessee; (c) all revenues and profits, accounts receivables and contract rights, including any deposit of purchasers to secure payment of the contract price and performance of the terms and conditions of any contract of sale for the Premises, with the right to collect the same at any time for application to the Obligations and to utilize any collection or enforcement rights or remedies which may be available to the Grantor under law or any contract of sale, but without any duty or obligation to perform on behalf of the Grantor any of Grantor's duties or obligations of any purchaser of the Premises;

AND TOGETHER WITH: (i) an irrevocable easement to enter on and upon the Premises at any time and from to time for the purpose of making such audit tests, inspections, and examinations, including subsurface exploration and testing, as the Lender in its discretion, deems necessary, convenient, or proper to determine whether the ownership, use, and operation of the Premises and the conduct of the activities engaged in thereon are in compliance with the Environmental Requirements set forth below; (ii) the right at any time and from time to time to inspect and copy all of the Grantor's records relating to environmental matters and to enter all buildings or facilities of the Grantor for such purposes; and (iii) all of the Grantor's records with respect to environmental matters, whether or not located at the Premises or elsewhere, whether or not in possession of the Grantor or any third part, and whether written, photographic, or computerized.

All of the aforementioned Premises and other rights and benefits and all other property described in the above stated granting clauses of this Indemnity Deed of Trust are referred to as the "Secured Property". To the extent that any items of the Secured Property are not or have not yet become fixtures and permanent additions to and a part of the Premises, and are instead personal property, the Grantor grants and conveys to the Lender a continuing security interest under the Maryland Commercial Code, as amended, in all of such items of personal property and the proceeds and products thereof, as well as in all substitutions, renewals and replacements thereof and in all of such items hereafter acquired and constituting after acquired property, for so long as such items are or remain personal property and not fixtures and permanent additions to the Premises and the Grantor hereby agrees, upon the demand of Lender, to execute such financing statements or other documents necessary to evidence the Lender's security interest in said personal property.

TO HAVE AND TO HOLD the Premises and appurtenances as aforesaid unto the Trustees and the Trustees successors and assigns, in fee simple forever IN TRUST for the benefit and security of the Lender to indemnify the Lender against loss caused by the non-payment of the Obligations and to secure the performance by the Grantor and by the Borrower of the terms, conditions, and provisions of the Loan Documents and of this Indemnity Deed of Trust, provided, however: (a) until the occurrence of a default hereunder, the Grantor may retain possession of the Premises; and (b) if the Borrower and Grantor shall pay, perform, complete and satisfy the Obligations in accordance with the terms, conditions, and provisions of the Loan Documents, then this Indemnity Deed of Trust shall cease and shall be void, and the Trustee shall release and reconvey the Premises to the Grantor and terminate this Indemnity Deed of Trust at the sole cost and expense of the Grantor.

B. Covenants of Grantor: The Grantor hereby covenants with the Lender, its successors and assigns, to do the following:

1. **Repayment/Performance:** The Grantor shall perform, observe, and comply with the duties, obligations, requirements, terms, conditions and provisions of, and to comply exactly in all respects with the terms, covenants, conditions, representations and warranties of the Obligations and the Loan Documents and this Indemnity Deed of Trust to be performed, observed and complied with by it. To punctually pay all indebtedness secured by this Indemnity Deed of Trust, together with interest thereon and any penalty, fee, charge,

deposit, escrow or assessment, at the times and in the manner and amounts as required by any Guaranty signed by the Grantor.

2. *Taxes and Expense.* The Grantor shall pay and discharge, when and as the same come due, all taxes of every kind and nature, real and personal; all general and special assessments and levies; all water, sewer and other utility charges, rents and assessments; and any and all other public charges, dues, levies, impositions, or assessments of a like or different nature, imposed upon or assessed against the Secured Property or the rents, issues, income or profits thereof, and which are or may become liens against the same, as well as any ground rent to which the Real Property may be subject, and the Grantor shall not permit to exist any lien or security interest for taxes, assessments, levies, fees, ground rents and public charges, except for those liens and security interests to which the Lender has specifically and in writing consented and with respect to which the Grantor has paid currently all sums secured thereby. The Grantor shall, upon the request of the Trustees or the Lender, deliver to the Trustees or the Lender receipts evidencing the payment of all such taxes, assessments, levies, fees, rents, ground rents, and public charges imposed upon or assessed against the Secured Property, or the revenues, rents, issues, income, or profits thereof, as well as the payment of all superior liens and security interests with respect to which the Lender may have consented.

3. *Condition and Use of Improvements.* The Grantor shall keep the Premises in good condition and operating order and repair and to not abandon, commit waste, remove, demolish or materially alter all or any part of the Premises, or make any change in the use of the Secured Property which would in any way increase any ordinary fire or other hazard insurance risk, or remove any personalty therefrom, without the prior written consent of the Lender, which consent may be withheld by the Lender in its absolute subjective discretion.

4. *Inspections:* The Grantor shall permit the Trustees or the Lender, or their agents or employees, at all reasonable times to enter and inspect the Secured Property. To permit representatives of the Lender to inspect the Premises from time to time at any reasonable time.

5. *Title.* The Grantor, as of the date hereof has, and at all times during the terms of this Indemnity Deed of Trust shall maintain and keep, good and marketable title to the Secured Property free and clear of any and all liens, charges, restrictions, encumbrances, security interests and adverse claims whatsoever, except as otherwise expressly consented to in writing by the Lender.

6. *Statutes, Ordinances, Rules.* The Grantor shall not violate any statutes, rules, laws, regulations, or ordinances applicable to the Secured property or any use thereof and the Grantor shall, in its use and operation of the Secured Property, comply fully and strictly with all said laws, rules and regulations of any federal, state and local governmental authority having jurisdiction over the Secured Property, including but not limited to all zoning, land use and environmental laws, rules and regulations. The Grantor shall comply fully and strictly with all restrictions, covenants, easements, setbacks and other limitations on the use of the Secured property.

7. *Condemnation.* The Grantor shall notify the Trustees and Lender immediately upon obtaining knowledge of the institution of any proceeding for condemnation of all or any portion of the Secured Property; and shall cooperate with and permit the Lender to participate in the same; and to apply to the unpaid Obligations as the Lender may direct any award or proceeds of any condemnation or eminent domain proceeding pertaining to all or any part of the Secured Property. The Grantor shall execute all instruments requested of Grantor to request such participation and to allow the payment of such condemnation awards to the Lender.

8. *Insurance.* To keep the Premises fully insured with a responsible insurance company approved by the Lender for the benefit of the Lender against loss by fire, flood, or other hazards and casualties and to obtain and maintain liability insurance, in such amounts, with such insurance companies and upon policy forms acceptable to and approved by Lender as may be specified by the Lender from time to time and to deliver to the Lender the insurance policy, certificate thereof, and/or paid receipts evidencing the existence of said policy, and the payment of all premiums.

9. *Escrows:* The Lender, at any time or from time to time, upon notice to Grantor, may require the deposit by the Grantor with the Lender, of an amount sufficient to discharge the obligations of the Grantor for the payment of taxes, assessments, levies, fees, rents, and other public charges imposed upon or assessed against the Secured Property or the revenues, rents, issues, income or profits thereof or the payment of the premiums for any insurance required by this Indemnity Deed of Trust. Any said sums shall be paid within ten (10) days of the request of the Lender.

10. *Future Advances.* The Lender may make future advances to the Borrower and/or the Grantor and may advance or re-advance funds to the Borrower or Grantor and all such future advances or re-advances shall be fully secured by the lien and security interest of this Indemnity Deed of Trust.

11. *Confirmation.* The Grantor shall take such further actions as the Lender may at any time reasonably request for the better assuring and confirming to the Lender the Secured Property, this Indemnity Deed of Trust and/or the conveyance and lien created hereby.

12. *Preservation of Lien.* The Grantor shall take all steps and do all things necessary, convenient, or proper to establish, protect, preserve, and maintain the priority and status of the lien and security interest in the Secured Property established and intended to be established by this Indemnity Deed of Trust, except and only to the extent the Lender may have consented specifically and in writing to a senior lien or security interest.

13. *Cost of Enforcement.* To pay when due and payable any and all costs, expenses, recordation taxes and other taxes for which the Premises, the Lender and/or the Grantor may at any time be liable in connection with or as a result of the maturity, collection, enforcement, recording or foreclosure of the Obligation, of any of the Loan Documents or of this Indemnity Deed of Trust.

14. *Environmental Requirements.* The Grantor represents and warrants to the Trustees and the Lender that no materials or substances previously have been or are now located in, on or near the Secured Property, which, under federal, state, or local law, statute, ordinance or regulation, or court or administrative order or decree, or private agreement (collectively "Environmental Requirements", require special handling in collection, storage, treatment, or disposal. The Grantor shall not place or permit to be placed any such

materials or substances in, on or near the Secured Property, and all leases affecting the Secured property shall contain a covenant to that effect. If at any time it is determined that there are materials or substances located in, on or near the Secured property, which, under any Environmental Requirement, require special handling in collection, storage, treatment, or disposal, the Grantor shall immediately commence or cause to be commenced and diligently pursued to completion within thirty days thereafter, or such earlier time as required by any Environmental Requirement at Grantor's sole expense such actions as may be necessary to comply with all Environmental Requirements. If the Grantor fails to take any such action, the Lender may make advances or payments toward performance or satisfaction of the same but shall be under no obligation so to do, and all sums so advanced or paid, including all sums advanced or paid in connection with any judicial or administrative investigation of proceeding relating thereto, including without limitation reasonable attorney's fees, and fines or other penalty payments, shall be at once repayable by the Grantor and shall bear interest at the default rate provided in the Promissory Note, from the date the same shall become due and payable until the date paid, and all sums so advanced or paid, with interest as aforesaid shall become a part of the Obligations. The Grantor shall indemnify and hold harmless the Trustees and the Lender from all loss, liability, damage, cost and expense, including attorney's fees, for failure of the Secured Property to comply in all respects with all Environmental Requirements. The provisions of this Section shall survive payoff, release, or foreclosure of this Indemnity Deed of Trust. The Grantor, promptly upon the written request of the Lender from time to time, shall, at Grantor's expense, provide the Lender with an environmental site assessment or report, all in scope, form, and content satisfactory to the Lender. The Lender, or its designated agents, may interview any or all of the Grantor's agents and employees regarding environmental matters, including any consultants or experts retained by the Grantor, all of whom are directed to discuss environmental issues fully and openly with the Lender or its designated agents and to provide such information as may be requested. All of the costs and expenses incurred by the Lender with respect to the audits, tests, inspections, and examinations which the Lender may conduct, including the fees of engineers, laboratories, and contractors, shall be paid by Grantor. The Grantor shall remain liable hereunder regardless of any other provisions hereof which may limit Grantor's liability.

15. *Assignments of Rents.* The Grantor assigns to the Lender all leases and rents of the Secured Property, independent of whether a receiver is appointed or not, or any part thereof, now existing or which may be executed at any time in the future prior to the expiration or termination of this Deed of Trust and all amendments, extensions and renewals thereof (hereinafter collectively referred to as the "Leases" or singularly as a "Lease") together with any and all guarantees of the obligations of the lessees under said Leases, (hereinafter such lessees are collectively referred to as the "Lessees" or singularly as a "Lessee"), and all rents, income and profits which may now or hereafter be or become due or owing under the Leases, or any of them, or on account of the use and/or occupancy of the Secured Property provided, however that nothing herein shall obligate the Lender to perform any of the Grantor's duties or obligations under any lease or shall entitle any lease to continue in full force and effect after a foreclosure sale unless the Lender has affirmatively elected to make the foreclosure sale subject to the lease. The rights assigned hereunder shall include all of the Grantor's right and power to modify any Lease, to terminate the term, to accept a surrender thereof, to waive or release the Lessee thereunder from the performance or observance by such Lessee of any obligation or condition thereof, and to anticipate rents thereunder for more than one (1) month prior to accrual.

15.1 Grantor represents that Grantor is the sole and exclusive owner and possessor of the lessor's interest in the Leases. Grantor has not and will not make or execute any other assignment of any of the Leases, or the rents, income and profits accruing from the Secured Property. Grantor has not and will not perform any acts or omit to do any acts, or execute any other instruments, which will or might prevent Lender from fully exercising Lender's rights under any of the terms, covenants and conditions of this Assignment.

15.2 The Grantor shall perform all of Grantor's obligations under any such Leases and shall take any and all steps which may be required to preserve and maintain the liability of any tenant under any such Leases. Grantor represents and warrants that: (i) all Leases now existing have been heretofore delivered to Lender for approval by Lender; (ii) all such Leases are valid and enforceable in accordance with their terms (subject only to applicable bankruptcy and insolvency laws) and there are no material defaults now existing under any of such Leases and no state of facts now exists which, with the giving of notice or the lapse of time, or both, would constitute a material default or event of default except as heretofore disclosed to Lender in writing; (iii) such Leases have not been altered, modified, amended, terminated or renewed, nor have any of the terms and conditions thereof been waived in any manner, except as heretofore disclosed to Lender in writing; (iv) no such Lease will be hereafter altered, modified, or amended in any material respect, or terminated or renewed, nor will any material term or condition thereof by the Lessee to be kept, observed or performed be waived, nor will the Lessees be released from the observance or performance of any duties or obligations thereunder, without the prior written approval of Lender; and (iv) all Leases hereafter entered into shall be in such form, with such Lessees, and under such terms and conditions as shall have been previously approved by Lender. Following approval by Lender, no such Lease will be altered, modified, or amended in any material respect, or terminated or renewed, nor will any material term or condition thereof by the Lessees to be kept, observed or performed be waived, nor will the Lessee be released from the observance and performance of any duties or obligations thereunder, without the prior written approval of Lender.

15.3 Grantor will keep, observe and perform each and every condition and covenant of the Leases by Grantor to be kept, observed or performed. Grantor will give prompt notice to Lender of any material default under any Lease. Grantor, at its sole cost and expense, will enforce, short of termination, the performance and observance of each and every covenant and condition of each Lease by the Lessee thereunder to be kept, observed and performed. Grantor, at its sole cost and expense, will appear in and defend any and all actions growing out of, or in any manner related to, any of the Leases or the obligations, rights, or liabilities of Grantor or any of the Lessees thereunder.

15.4 Grantor has not and will not collect, or accept payment of, rent under any of the Leases for more than one (1) month in advance. So long as there shall exist no Event of Default, as hereinafter defined, on the part of Grantor, the Grantor shall have the right to

collect, but not more than one (1) month prior to accrual, all rents, issues and profits and to retain, use and enjoy the same.

15.5 If an Event of Default occurs, Lender may at Lender's option, without notice to Grantor, in addition to any other remedies available to it, do any one or more of the following: (i) enter upon, take possession of, lease and operate the Secured Property, without becoming a mortgagee in possession; take possession of all personal property, fixtures, documents, books, records, papers and accounts of Grantor relating thereto, and exclude the Grantor, its agents and servants, therefrom; (ii) perform any and all obligations of Grantor under any of the Leases, and exercise any and all rights of Grantor therein contained, as fully as Grantor could, without regard to the adequacy of security for the indebtedness hereby secured, with or without the bringing of any legal action or the causing of any receiver to be appointed by any court; (iii) make, enforce, modify and accept the surrender of any Lease; (iv) retain and/or evict any Lessee; (v) fix or modify rent with respect to all or any portion of the Secured Property; (vi) sue for or otherwise collect and receive all rents, issues and profits with respect to all or any portion of the Secured Property; and (vii) do all other acts which Lender may deem necessary or proper to protect Lender's security.

15.6 Grantor hereby appoints Lender the true and lawful attorney-in-fact of Grantor, with full power of substitution, in Grantor's name and/or in Lender's name, after an Event of Default hereunder, to sue for or make such settlement of claims as Lender may deem necessary or desirable, or otherwise demand, collect and receive, all rents, issues and profits emanating from or related to the Secured Property, or any part thereof, or any of the Leases, and to apply the same: first, to and against all costs and expenses of operation of the Secured Property (including, but not limited to, the payment of taxes, special assessments, insurance premiums, damage claims, and costs of maintaining, repairing, rebuilding and restoring the improvements on the Secured Property) or of making the same rentable, of the performance of Grantor's obligations under the Leases, and of collection (including reasonable attorneys' fees) of such rents, issues and profits; second, to interest on, and then to the principal of, the indebtedness secured hereby; and third, to any other indebtedness or charge secured hereby. This power of attorney shall be deemed to be coupled with an interest, shall be irrevocable, and shall not terminate on the disability of the Grantor. It is the intention of Grantor that all persons and parties may rely upon this power of attorney, and continue to rely upon it.

15.7 The Lessees are authorized and directed upon written demand by Lender to pay any and all amounts due to Grantor under or pursuant to the Leases to Lender, or to such nominee as Lender may designate in writing delivered to and received by such Lessees. The Lessees are hereby expressly relieved of any and all duty, liability or obligation to Grantor in respect of all payments so made.

15.8 Lender shall be under no obligation to exercise or prosecute any of the rights or claims assigned to Lender hereunder, or to perform or carry out any of the obligations of Grantor under any of the Leases, and Lender does not assume any liabilities in connection with or arising or growing out of the covenants and agreements of Grantor in the Leases. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Secured Property, or any part thereof, upon Lender, nor shall it operate to make Lender liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the Secured Property by the Lessees or by any other party, or for any dangerous or defective condition of the Secured Property, or for any negligence in the management, upkeep, repair or control of the Secured Property, resulting in loss, injury or death of any of the Lessees, or to any other person or party.

15.9 Grantor hereby agrees to indemnify and hold Lender harmless from any and all liability, loss, damage, cost or expense, including reasonable attorneys' fees, which may be incurred by Lender under any of the Leases, or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on Lender's part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases, other than any liability, loss, damage, claim or demand arising solely from willful misconduct of Lender.

16. *Advancements:* If the Grantor fails to perform, comply with or observe any of the covenants set forth above, or to protect or preserve the Indemnity Deed of Trust or the status and priority of the lien and security interest of this Indemnity Deed of Trust, then at the option of the Lender, the Grantor may be deemed in default of this Indemnity Deed of Trust, and in addition to any other remedies set forth in this instrument, or available at law or in equity, the Lender may, in its absolute subjective discretion, perform or observe any of the aforesaid obligations and make advances to perform the same on behalf of Grantor, and all monies advanced and/or costs and expenses incurred by the Lender in so doing (hereinafter referred to as the "Expense Payments"), together with interest thereon at a per annum rate of interest which is equal to the highest rate of interest charged on any of the Obligations plus one percent (1%) per annum, from the date of payment until repaid to the Lender in full, shall be paid to the Lender by the Grantor on demand and shall immediately upon advancement become a lien and security interest upon the Premises and shall be secured by this Indemnity Deed of Trust. The contrary notwithstanding, the authorization in this paragraph shall impose no duty or obligation on the Lender to perform any action or make any advancement on behalf of the Grantor and is for the sole benefit and protection of the Lender.

C. *Escrows:* The Lender, at any time or from time to time, may require the deposit by the Grantor with the Lender of an amount sufficient to discharge the obligations of the Grantor, when they come due for: (a) the payment of taxes, assessments, levies, fees, rent and other public charges imposed upon or assessed against the Premises; or (b) the payment of the premiums for fire, casualty, and other hazard and flood insurance. The determination of the amount so payable and of the fractional part thereof to be deposited with Lender, so that the aggregate of such deposits shall be sufficient to assure the payment of the aforesaid expenses when and as they come due, shall be made by the Lender in its sole and absolute discretion. If the Lender determines prior to the due date of any of the aforementioned obligations that the amount then on deposit shall be insufficient for the payment of such obligation in full, the Grantor, within ten (10) calendar days after demand, shall deposit the amount of the deficiency with the Lender. The contrary notwithstanding the Lender shall

retain the right under the provisions of this Indemnity Deed of Trust to pay any such amount and to add the amount so paid together with interest as set forth in this Indemnity Deed of Trust for other advances.

D. Consents of Grantor: Without notice to and further consent of the Grantor, and without in any way waiving or releasing this Indemnity Deed of Trust or any of its provisions, the Grantor hereby consents to:

1. Any extension of time for payment of all or any part of the Obligations granted to the Borrower by the Lender;
2. Any renewal, modification, waiver, or release of all or any part of the Obligation;
3. The addition to or release of any maker, accommodation maker, endorser, guarantor, surety, or indemnitor of all or any part of the collateral and security for any of the Loan Documents or for all or any part of the Obligations;
4. Any indulgence and/or waiver given to the Borrower or any accommodation maker, endorser, guarantor, surety, or indemnitor of all or any given part of the Obligations;
5. The Lender making future advances to Borrower and/or advancing or readvancing funds to the Borrower, with all such future advances and readvances being fully secured by the lien and security interest of this Indemnity Deed of Trust.

E. Events of Default: The occurrence of any one or more of the following events shall constitute a default under this Indemnity Deed of Trust (hereinafter referred to as "Events of Default"):

1. **Failure to Pay:** The failure to pay the Obligations or any other obligations created by any of the Loan Documents as when due and payable.
2. **Failure to Perform or Default:** The failure of any person to perform, observe or comply with any of the terms, conditions, covenants, agreements, and/or provisions of this Indemnity Deed of Trust or any of the Obligations. The occurrence of a default under any of the Loan Documents or a default under any document or instrument creating a lien or security interest in the Secured Property, whether senior, junior or of equal priority to the lien and security interest of this Indemnity Deed of Trust.
3. **Failure to Perform Under Guaranty.** The failure of any person to perform or observe any of the terms, covenants, conditions, and provisions of any Guaranty executed in connection with loan to the Borrower, included the Guaranty of the Grantor or any other person in connection with the loan.
4. **Disposition of Secured Property.** The transfer, encumbrance or conveyance of all or any part of the Secured property without the prior written consent of the Lender.
5. **Misleading Information.** If any of the information contained in any financial statement, application, schedule, report, or any other document given by the Grantor, by the Borrower, Guarantor or any other person in connection with the Obligation or with any of the Loan Documents is not in all respects true, correct and accurate, or if the Grantor, Borrower or such other person omitted or failed to state any material fact or any fact necessary to make such information not misleading.
6. **Bankruptcy.** The filing of any petition, voluntary or involuntary, under the Bankruptcy Code or any similar Federal or State statute, or the taking possession by a receiver, liquidator, assignee, trustee, custodian or similar official, by or against the Grantor or Borrower, or the property of the Grantor, Borrower or Guarantor.
7. **Dissolution.** The dissolution, merger, consolidation, reorganization or death, as applicable, of the Grantor, Borrower or Guarantor.
8. **Cross Default.** A default under any obligation or indebtedness owed by the Grantor, Borrower or any Guarantor of the Loan, regardless or when created or whether secured or unsecured.

F. Remedies Upon Default: Upon the occurrence of a default under this Indemnity Deed of Trust, the Trustees or Lender may, in their sole and absolute discretion and option, accelerate and declare immediately due and payable all Obligations and/or exercise any other rights available to them and/or proceed to enforce this Indemnity Deed of Trust and in connection with such enforcement by the Lender, the Grantor does hereby agree as follows:

1. **Foreclosure, Assent to Decree and Power of sale.** In the event the Trustees or the Lender elect to institute foreclosure proceedings upon the occurrence of an Event of Default, the Grantor assents to the passage of a decree for the sale of the Secured Property and further authorizes the Trustees to sell the Secured Property. Any sale of the Secured Property, whether by way of the assent to decree or power of sale shall be made in accordance with the applicable provisions of the Real Property Article of the Annotated Code of Maryland and with the Maryland Rules of Procedure, including by way of example, Md. Real Prop. Code Ann. § 7-105 *et seq.* and Md. Rules W-70 and W-77, and any amendments or supplements thereto, or other applicable general or local laws of the State of Maryland or judicial rules of procedure relating to foreclosure of deeds of trust. Such sale may be of the entire premises as a unit or of such parts or parcels of the entire premises, as the Lender or Trustees, in their sole and absolute discretion, deems necessary, proper, or convenient. All costs, expenses and taxes paid or incurred in connection with any such sale (including, but not limited to, fees for legal services rendered to the Lender in connection with any contested matter with respect to the foreclosure proceeding, the status of the priority of the lien or this Indemnity Deed of Trust or otherwise, and auctioneer's fees, hereinafter referred to as the "Liquidation Costs"), together with interest thereon at a per annum rate of interest which is equal to the highest rate of interest charged on any principal of the Obligations plus one percent (1%) per annum, from the date of payment by the Lender until repaid in full, shall be paid to the Lender by the Grantor on demand and shall be secured by this Indemnity Deed of Trust.

2. **Application of Proceeds.** Upon the sale of the Secured Property, the Proceeds shall be applied as follows:

- a. To the payment of all expenses incident to the sale, including by way of illustration and not limitation, auctioneer's fees,

advertising expenses, insurance, bonding fees, filing fees and court costs, property inspection fees, appraisal fees, title search expenses, certified mailings and other postage costs and expenses, reasonable and necessary counsel fees and expenses as the Lender and/or Trustees may have occurred; and a commission to the Trustees equal to the commission allowed to them for the making of sales of property by virtue of a decree of a court of equity in the State of Maryland. Proceeds of any such sale or of any insurance policies covering all or any part of the Premises shall be applied as follows: first to the payment of all Expense Payments (including all interest accrued thereon), Liquidation Costs (with all interest accrued thereon) and a commission to the party making the sale equal to the maximum amount permitted by rule of court; second, to the payment of the unpaid balance of the Obligations (whether then due or not) and any other amounts secured hereby; and third, the balance if any, to the Grantor or other person (including the Lender) entitled to the same, provided that one-half of such commission and Expense Payments and Liquidation Costs with interest accrued thereon shall be paid by the Grantor if the unpaid balance of the Obligations and any other amounts secured hereby are tendered after the first advertisement of such sale but before such sale;

b. To the payment of the Obligations, whether the same shall have matured or not, including interest thereon at the highest rate provided in the Promissory Note until final ratification of the final auditor's account in the foreclosure proceeding;

c. The balance remaining, if any, shall be paid to the Grantor, or to whomsoever shall be judicially determined to be entitled to the same.

3. *Payment Before Sale.* In the event the Obligations shall be paid after the filing of a foreclosure proceeding with the appropriate court, but before the sale of the Secured Property, the Grantor and Borrower shall also be required to pay all of the expenses of any advertisement or notice, all court costs, and all other expenses incident to or resulting from the foreclosure proceeding under this Indemnity Deed of Trust and a commission on the total amount of the indebtedness owed with respect to the Loan, both principal and interest, remaining unpaid, equal to one-half (1/2) of the percentage allowed as commission to trustees making a sale under a decree of a court of equity in Maryland and reasonable and necessary counsel fees and expenses as the Trustee and/or Lender may have incurred, provided, however that the sale may be proceeded with unless, prior to the date on which the sale is scheduled, payment is made by the Grantor of the Obligations then due (including payment of all costs, expenses, commissions and fees, as provided herein).

4. *Lender May Bid.* Upon any sale made hereunder, the Lender may bid for and acquire the Secured Property or any part thereof and, in the event the Obligations owed are still due, in lieu of paying cash therefor may make settlement for the purchase price by crediting the obligations secured by this Indemnity Deed of Trust against the net sales price after deducting therefrom the expenses and costs of the sale and any other sums which the Lender is authorized to deduct under this Indemnity Deed of Trust.

5. *Leases.* In the event of a sale of the Secured Property under either the power of sale or assent to decree, such sale may be made, at the option of the Lender, subject to one or more the tenancies entered into subsequent to the recording of this Indemnity Deed of Trust in accordance with Md. Real Prop. Code Ann. § 7-105(f)(2) as amended. The Trustee in any foreclosure proceeding under the provisions of this Indemnity Deed of Trust shall be entitled, without regard to the adequacy or inadequacy of any security for the Obligations, to the appointment of a receiver to collect the rents and account therefor as the court may direct and to take possession of the Secured Property and operate the same.

G. *Possession.* The Grantor may retain possession of the Secured Property so long as an Event of Default has not occurred, but upon the occurrence of an event of default, the Trustees or the Beneficiary may assume possession of the Secured Property and dispossess the Grantor therefrom, although the Grantor shall remain fully liable to the same extent as though in possession and not disposed by the Trustees or Lender. In the event the trustees or the Beneficiary assume possession of the Secured Property, the Trustees or the Lender may make repairs, renovations, and replacements with respect to the Secured Property and take all necessary steps to preserve and protect the Secured property, and the reasonable costs and expenses of the trustees or Lender in performing such acts shall be fully secured by this Indemnity Deed of Trust, even though in excess of the face amount thereof.

H. *Right to Maintain Separate Action.* In the event the Grantor, Borrower or Guarantor shall fail to pay timely such amounts as constitute Obligations, the Beneficiary shall be entitled or empowered to institute such action of proceeding at law or in equity as may be advised by its counsel for the collection of the sums so due and unpaid, and may prosecute any such action or proceedings to judgment or final decree, and may enforce any such judgments or final decree against the Grantor, Borrower or Guarantor wherever situated, as well as out of the Secured Property, in any manner provided by law, monies adjudged or decreed to be payable. The Lender shall be entitled to recover judgment as aforesaid before, after, or during the pendency of any proceeding for the enforcement of the provisions of this Indemnity Deed of trust, or the foreclosure of the lien thereof. In the event of a sale of the Secured property, and of the application of the proceeds of sale as provided in this Indemnity Deed of Trust, to the payment of the Obligations, the Lender shall be entitled to recover judgment for any portion of the Obligations remaining unpaid, with interest as provided in the Promissory Note against the Borrower or any Guarantor of the Loan. No recovery of any judgment by the Lender and no levy of an execution under any judgment upon the Secured Property or upon any other property of the Grantor, Borrower or any Guarantor shall affect in any manner or to any extent the lien of this Indemnity Deed of Trust upon the Secured Property or any part thereof, or any liens, rights, powers or remedies of the trustees or of the Lender hereunder, and such liens, rights, powers and remedies shall continue unimpaired as before.

I. *Binding Obligations:* This Indemnity Deed of Trust shall be binding upon the Grantor and the Grantor's heirs, personal representatives, successors, heirs and assigns and shall inure to the benefit of the Lender, and its successors and assigns.

J. **Terminology:** As used herein, the singular shall include the plural, the plural shall include the singular and the use of the masculine, feminine or neuter gender shall include all genders as the context may require. The term "person" shall include an individual, corporation, association, partnership, limited liability company, trust and/or organization.

K. **Waivers:** The Lender may at any time or from time to time waive all or any rights under this Indemnity Deed of Trust but any waiver or indulgence by Lender at any time or from time to time shall not constitute, unless specifically so expressed by the Lender in writing, a future waiver of performance or exact performance by Grantor. The Grantor shall not at any time insist upon, or plead, or in any manner whatsoever claim or take benefit or advantage of any stay or extension of moratorium law, any exemption from execution of sale of the Secured property or any part thereof, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Indemnity Deed of Trust, nor claim, take, or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Secured Property, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provisions herein, or pursuant to the decree, judgment, or order of any court of competent jurisdiction; nor after such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted to redeem the property so sold or any part thereof, and the Grantor expressly waives all benefit or advantage of any such law or laws, and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the trustees, but to suffer and permit the execution of every power as though no law or laws had been made or enacted. The grantor, for the Grantor and all who may claim under the Grantor, waives, to the extent that the Grantor lawfully may, all right to have the Secured Property marshalled upon any foreclosure hereof.

L. **Substitute Trustees.** The irrevocable power to remove and substitute one or more of the trustees named herein or substituted therefor is expressly given to the Beneficiary and may be exercised any time, or from time to time, without notice and without specifying any reason and without notice to the Grantor or the Trustees. In addition, the act of any one Trustee, whether such Trustee is the sole acting Trustee or whether there is more than one acting Trustee shall be sufficient and effective for all purposes set forth herein and any person may rely upon any document or instrument executed and delivered by one Trustee to the same extent as though the document had been executed by all of the Trustees.

M. **Final Agreement:** This Indemnity Deed of Trust and the loan documents contain the final and entire agreement and understanding of the parties, and any terms and conditions not set forth in this Indemnity Deed of Trust or the Loan Documents are not a part of this Indemnity Deed of Trust and the understanding of the parties hereto.

N. **Amendment:** This Indemnity Deed of Trust may be amended or altered only in a writing signed by the party to be bound by the amendment, change or alteration, and recorded in the Land Records of the county where the premises are situate.

O. **Invalidity:** If any provision or part of any provision contained in this Indemnity Deed of Trust shall be found for any reason to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions or the remaining part of any effective provisions of this Indemnity Deed of Trust and this Indemnity Deed of Trust shall be construed as if such invalid, illegal, or unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality, or unenforceability.

P. **Choice of Law:** The laws of the State of Maryland (excluding, however, conflict of law principles) shall govern and be applied to determine all issues relating to this Indemnity Deed of Trust and the rights and obligations of the parties hereto, including the validity, construction, interpretation, and enforceability of this Indemnity Deed of Trust and its various provisions and the consequences and legal effect of all transactions and events which resulted in the execution of this Indemnity Deed of Trust or which occurred or were to occur as a direct or indirect result of this Indemnity Deed of Trust having been executed.

Q. **Non-Recourse Obligation of Robert T. Brown, Jr.** Robert T. Brown, Jr. signs this Indemnity Deed of Trust only for purposes of inducing the Lender to make, extend, or continue loans and credits to the Borrower and for conveying his interest in the Secured Property as security to the Lender, and shall not be deemed to be otherwise liable for the obligation or any other amount secured by this Indemnity Deed of Trust solely by reason of his signature below.

WITNESS, the hands and seals of the Grantor as of the date and year above written.

WITNESS/ATTEST:

Elizabeth D'Antuono

WISEMER, LLC

By: Walter Wise (SEAL)
Walter Wise, Member

The Borrower(s) is/are:

Walter Wise and Joan P. Wise

STATE OF MARYLAND, COUNTY OF ST. MARY'S,

I HEREBY CERTIFY, that on April 13, 2012, before me, a Notary Public in and for the State aforesaid, County of St. Mary's personally appeared **Walter Wise, in his capacity as Member of Wisemer, LLC** known to me or satisfactorily proven to be the person whose name is subscribed to the within Instrument, who acknowledged that ~~and person~~ executed the within instrument in the aforesaid capacity and that the foregoing instrument to be said person's act.

WITNESS my hand and Notarial Seal:

Amber R. Hill
Notary Public
My Commission Expires: 7/26/12



This is to certify that the within instrument was prepared by the undersigned attorney, duly admitted to practice before the Court of Appeals of Maryland.

James R. Long

\\Dmwserv2\FORMS\Real estate\CPFCU Loan Forms\Wise Walter-Ind Borrower LLC Guarantor\IDOT-LLC Grantor.docx

Exhibit "A"Legal DescriptionParcel One

BEGINNING FOR THE SAME AT A CONCRETE MONUMENT IN THE WESTERLY OUTLINE OF A TRACT OR PARCEL OF LAND STANDING IN THE NAME OF JOHN W. KNOTT, AS RECORDED AMONG THE LAND RECORDS OF ST. MARY'S COUNTY, MARYLAND IN LIBER DBK 146, AT FOLIO 371. SAID CONCRETE MONUMENT MARKING THE MOST SOUTHEASTERLY CORNER OF A TRACT OR PARCEL OF LAND STANDING IN THE NAME OF JOHN W. KNOTT, AS RECORDED AMONG THE AFOREMENTIONED LAND RECORDS IN LIBER CBC 120 AT FOLIO 295. SAID BEGINNING POINT BEING EVEN FURTHER LOCATED AS BEING THE MOST SOUTHEAST CORNER OF THE HEREIN DESCRIBED, THENCE LEAVING THE BEGINNING POINT AS FIXED AND RUNNING AND BINDING ON THE NORTHERLY OUTLINE OF A 0.3997 ACRE TRACT OF LAND, NOW OR FORMERLY STANDING IN THE NAME OF THE SAID KNOTT,

(1) SOUTH 85 DEGREES, 31' 35" WEST 193.34 FEET TO AN IRON PIPE. SAID IRON PIPE MARKING THE MOST SOUTHEAST CORNER OF A TRACT OF LAND INTENDED TO BE CONVEYED TO THOMAS CLEMENTS; THENCE RUNNING AND BINDING ON TO SAID INTENDED TO BE CONVEYED TRACT,

(2) NORTH 19 DEGREES, 45' 36" WEST 238.34 FEET TO AN IRON PIPE IN THE SOUTHERLY RIGHT OF WAY LINE OF MARYLAND STATE ROUTE #244, A 40 FEET WIDE RIGHT OF WAY. THENCE RUNNING AND BINDING ON THE SAID STATE RIGHT OF WAY,

(3) NORTH 86 DEGREES 29' 22" EAST 194.25 FEET TO AN IRON PIPE. SAID IRON PIPE MARKING THE MOST NORTHWESTERLY CORNER OF THE AFOREMENTIONED JOHN W. KNOTT TRACT, AS RECORDED AMONG THE AFOREMENTIONED LAND RECORDS IN LIBER DBK 146 AT FOLIO 371; THENCE LEAVING THE SAID RIGHT OF WAY AND RUNNING AND BINDING ON THE WESTERLY OUTLINE OF THE SAID TRACT,

(4) SOUTH 19 DEGREES 45' 14" EAST 235.00 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING A TOTAL OF 1.01 ACRES OF LAND, MORE OR LESS, AS DESCRIBED BY McCREAE, INC., JANUARY 10, 1985.

Being all and the same land which was conveyed unto Wisemer, LLC, from Richard Thompson and Kristi Herring, Personal Representative of the Estate of Floyd Allen Herring, Jr., by deed dated June 13, 2007, as recorded on January 21, 2007, among the Land Records of St. Mary's County, Maryland at Liber J.W.W. No. 3021, Folio 601.

Premise Address for informational purposes only: 41566 Medleys Neck Road, Leonardtown, Maryland 20650 Tax ID Number: 03-013839

1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 13 day of April, 2012, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to CEDAR POINT FEDERAL CREDIT UNION

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 41566 Medley's Neck Rd.

Leonardtown, MD 20650

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

1-4168

**MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3170 1/01**

Wolters Kluwer Financial Services

VMP®-57R (0811)

Page 1 of 3

Initials: OKM J.P.W.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

1-4168

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

Walter Wise (Seal)
Walter Wise -Borrower

Joan P Wise (Seal)
Joan P Wise -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

Maryland Lender and Originator Disclosures

Instructions: Insert the names and addresses of the Lender and Borrower. Insert the property address.

Lender

Borrower

CEDAR POINT FEDERAL CREDIT UNION
22745 MAPLE ROAD
LEXINGTON PARK, MD 20653

Walter Wise
Joan P Wise
22570 Breton Bay Dr.
Leonardtown, MD 20650

Property Address
41566 Medley's Neck Rd.
Leonardtown, MD 20650

Licensee Information

Instructions: Maryland licensed lenders and originators should complete the blanks in this area. Maryland licensed lenders and originators do not need to sign this form. If you are not attaching a security instrument, see further instructions below.

Maryland Mortgage
Lender Name _____

Maryland Mortgage Loan
Originator Name _____

Maryland Mortgage
Lender License
Number _____

Maryland Mortgage Loan
Originator License
Number _____

Affidavits

Instructions: If you are not attaching this document to a security instrument for filing, complete the liber/book and page number blanks below. Check the box(es) that apply, complete the applicable blanks, and sign.

If you are attaching this document to a security instrument, the term "Loan" means the mortgage loan secured by that security instrument, or if you are not attaching this document to a security instrument, "Loan" means the security instrument recorded at liber/book _____, page _____.

☐ **Affidavit of Individual Mortgage Loan Originator**

I, _____, whose address is _____, hereby affirm under penalties of perjury that I am the individual who originated the Loan and, in connection therewith, I am exempt from the licensing requirements under Financial Institutions Article, §§ 11-601 through 11-618, Annotated Code of Maryland.

I SOLEMNLY AFFIRM under penalties of perjury and upon personal knowledge that the contents of the foregoing paper are true.

Signature _____
Print Name _____

Date _____

☐ Affidavit of Lender

I, _____, hereby affirm under penalties of perjury that I am the _____ of _____

_____ ("Lender") that made the Loan. The Lender's address is set forth above. I am duly authorized by the Lender to execute this Affidavit. The Lender, in connection with the Loan, is exempt from the licensing requirements under the Financial Institutions Article, §§ 11-501 through 11-524, Annotated Code of Maryland.

I SOLEMNLY AFFIRM under penalties of perjury and upon personal knowledge that the contents of the foregoing paper are true.

Signature _____ Date _____
Print Name _____ Print Title _____

☒ Affidavit of Lender (on its own behalf and on behalf of its employee who originated the Loan)

I, PHYLLIS J. BUCKLER, hereby affirm under penalties of perjury that I am the MORTGAGE LN MANAGER of CEDAR POINT FEDERAL CREDIT UNION

_____ ("Lender") that made the Loan. The Lender's address is set forth above. I am duly authorized by the Lender to execute this Affidavit. The Lender, in connection with the Loan, is exempt from the licensing requirements under the Financial Institutions Article, §§ 11-501 through 11-524, Annotated Code of Maryland. The employee of the Lender who originated the Loan is exempt from the licensing requirements under Financial Institutions Article, §§ 11-601 through 11-618, Annotated Code of Maryland.

I SOLEMNLY AFFIRM under penalties of perjury and upon personal knowledge that the contents of the foregoing paper are true.

Signature Phyllis J. Buckler Date April 13, 2012
Print Name PHYLLIS J. BUCKLER Print Title MORTGAGE LN MANAGER

☐ Affidavit of Mortgage Broker (on behalf of its employee who originated the Loan)

I, _____, hereby affirm under penalties of perjury that I am the _____ of _____

_____ ("Broker") that brokered the Loan. The Broker's address is _____

I am duly authorized by the Broker to execute this Affidavit. The Broker's employee, _____, is the individual who originated the Loan. The employee, in connection with the Loan, is exempt from the licensing requirements under Financial Institutions Article, §§ 11-601 through 11-618, Annotated Code of Maryland.

I SOLEMNLY AFFIRM under penalties of perjury and upon personal knowledge that the contents of the foregoing paper are true.

Signature _____ Date _____
Print Name _____ Print Title _____

After Recording Return to
Sangler Title & Escrow
8201 Corporate Drive Suite 1120
Landover MD. 20785
301 429 0022
301 429 0285 Fax

SPECIFIC POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That I, Richard F. Thompson, presently residing in Fairfax City, Virginia do hereby appoint Jerold K. Nussbaum, Esquire whose law office is located at 60 West Street, Suite 220, Annapolis, Maryland, as my true and lawful attorney-in-fact for me and in my stead to specifically:

Perform all and every act, deed, matter and thing whatsoever, including but not limited to, the signing of a contract or contract addendum, deed, HUD-1 Settlement Statement, and any other papers required to be signed by Seller, for the sole purpose of selling and conveying real estate situate in the Third Election District of St. Mary's County, Maryland, and described as follows: Parcel One, Account Number 013839 designated Parcel 71 on Tax Map 49, being known as Country Store, 41566 Medleys Neck Road, Leonardtown, Maryland 20650, and being more fully described in a deed to Sellers recorded among the land records of St. Mary's County, Maryland, in Liber 404, Folio 190. Parcel Two, Account Number 042537 designated Parcel 247 on Tax Map 49, and being fully described in a deed to Sellers recorded among the land records of St. Mary's County, Maryland in Liber 409, Folio 348, together with all improvements thereon.

This Power of Attorney shall not be affected by my subsequent disability or incapacity, and the power and authority conferred herein on my said Attorney-In-Fact shall be exercisable by said Attorney-In-Fact notwithstanding my later disability or incapacity or later uncertainty as to whether I m dead or alive.

I do hereby ratify and confirm each and every thing whatsoever my said Attorney-In-Fact shall do by virtue of the power granted herein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 23 day of May, 2007.

Witness

Richard F. Thompson
Richard F. Thompson

STATE of Virginia, COUNTY of Fairfax, to wit:

I HEREBY CERTIFY, that on this 23rd day of May, 2007, before me, the subscriber, a Notary Public of the State and county aforesaid, personally appeared **Richard F. Thompson**, and he acknowledged the foregoing Specific Power of Attorney to be his act and deed.

WITNESS my Hand and Notarial Seal:

Brenda S. Shamette
NOTARY PUBLIC
My Commission Expires: Aug 31 2010

RECORDING FEE	20.00
TOTAL	20.00
Rest SH02	Rcft # 62751
JMH KEB	Blk # 2768
Jun 21, 2007	01:09 PM

LEGAL DESCRIPTION

THAT PIECE OF REAL PROPERTY LYING AND BEING IN THE THIRD ELECTION DISTRICT OF ST MARY'S COUNTY, MARYLAND AND DESCRIBED AS FOLLOWS:

BEGINNING FOR THE SAME AT A CONCRETE MONUMENT MARKING THE MOST SOUTH WEST CORNER OF A TRACT OR PARCEL OF LAND STANDING IN THE NAME OF JOHN W. KNOTT AS RECORDED AMONG THE LAND RECORDS OF ST. MARY'S COUNTY, MARYLAND IN LIBER DBK 146 AT FOLIO 371. SAID BEGINNING POINT BEING FURTHER LOCATED AS BEING THE MOST SOUTH EASTERLY CORNER OF THE HEREIN DESCRIBED. THENCE LEAVING THE BEGINNING POINT SO FIXED AND RUNNING AND BINDING ON A TRACT OR PARCEL OF LAND STANDING IN THE NAME OF JAMES BOGIE AS RECORDED AMONG THE AFOREMENTIONED LAND RECORDS IN LIBER CBC 91 AT FOLI 497, (1) SOUTH 85 DEGREES 32' 59" WEST 193.34 FEET TO A POINT, THENCE LEAVING THE SAID BOGIE TRACT PASSING THROUGH THE LAND OF THE GRANTOR HEREIN WITH A NEW LINE OF DIVISION (2) NORTH 19 DEGREES 45' 26" WEST 93.92 FEET TO A POINT SAID POINT MARKING THE MOST SOUTH WEST CORNER OF A TRACT OR PARCEL OF LAND NOW FORMERLY STANDING IN THE NAME OF ELDRED GREENWELL AND/OR JAMES BROWN, THENCE RUNNING AND BINDING ALONG THE SAID GREENWELL AND/OR BROWN TRACT, (3) NORTH 85 DEGREES 31' 59" EAST 193.34 FEET TO THE WESTERLY OUTLINE AFOREMENTIONED JOHN W. KNOTT TRACT; THENCE RUNNING AND BINDING ON THE SAID TRACT, (4) SOUTH 19 DEGREES 45' 26" EAST 93.92 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING A TOTAL OF 0.41 ACRES OF LAND, MORE OR LESS.

LOAN IS FURTHER SECURED BY THE FOLLOWING:

BEGINNING FOR THE SAME AT A CONCRETE MONUMENT IN THE WESTERLY OUTLINE OF A TRACT OR PARCEL OF LAND STANDING THE NAME OF JOHN W. KNOTT, AS RECORDED AMONG THE LAND RECORDS OF ST. MARY'S COUNTY, MARYLAND IN LIBER DBK 146, AT FOLIO 371. SAID CONCRETE MONUMENT MARKING THE MOST SOUTHEASTERLY CORNER OF A TRACT OR PARCEL OF LAND STANDING IN THE NAME OF JOHN W. KNOTT, AS RECORDED AMONG THE AFOREMENTIONED LAND RECORDS IN LIBER CBC 120 AT FOLIO 295. SAID BEGINNING POINT BEING EVEN FURTHER LOCATED AS BEING THE MOST SOUTHEAST CORNER OF THE HEREIN DESCRIBED. THENCE LEAVING THE BEGINNING POINT AS FIXED AND RUNNING AND BINDING ON THE NORTHERLY OUTLINE OF A 0.3997 ACRE TRACT OF LAND, NOW OR FORMERLY STANDING IN THE NAME OF THE SAID KNOTT,

(1) SOUTH 85 DEGREES, 31' 35" WEST 193.34 FEET TO AN IRON PIPE. SAID IRON PIPE MARKING THE MOST SOUTHEAST CORNER OF A TRACT OF LAND INTENDED TO BE CONVEYED TO THOMAS CLEMENTS; THENCE RUNNING AND BINDING ON TO SAID INTENDED TO BE CONVEYED TRACT,

(2) NORTH 19 DEGREES, 45' 36" WEST 238.34 FEET TO AN IRON PIPE IN THE SOUTHERLY RIGHT OF WAY LINE OF MARYLAND STATE ROUTE #244, A 40 FEET WIDE RIGHT OF WAY. THENCE RUNNING AND BINDING ON THE SAID STATE RIGHT OF WAY,

(3) NORTH 86 DEGREES 29' 22" EAST 194.25 FEET TO AN IRON PIPE. SAID IRON PIPE MARKING THE MOST NORTHWESTERLY CORNER OF THE AFOREMENTIONED JOHN W. KNOTT TRACT, AS RECORDED AMONG THE AFOREMENTIONED LAND RECORDS IN LIBER DBK 146 AT FOLIO 371; THENCE LEAVING THE SAID RIGHT OF WAY AND RUNNING AND BINDING ON THE WESTERLY OUTLINE OF THE SAID TRACT,

(4) SOUTH 19 DEGREES 45' 14" EAST 235.00 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING A TOTAL OF 1.01 ACRES OF LAND, MORE OR LESS, AS DESCRIBED BY McCREAE, INC., JANUARY 10, 1985.

BEING ALL AND THE SAME LAND CONVEYED TO THE WITHIN GRANTOR BY DEED DATED MARCH 29, 1998 AND RECORDED MARCH 30, 1998 AMONG THE LAND RECORDS OF ST. MARY'S COUNTY, MARYLAND IN BOOK 404 AT PAGE 190.

Tax ID Number: 03-042537 RT. 244.

MAIN LEGAL DESCRIPTION

For Informational Purposes Only,

Property Known as:

41566 MEDLEYS NECK ROAD

LEONARDTOWN, MARYLAND 20650

Tax ID Number: 03-013839

09/12/2007

2:17 pm

St. Mary's County Register of Wills

CLOSED

ESTATE OF:

ESTATE NO: 12754

FLOYD ALLEN HERRING JR.

Date of Death: 11/19/2005
 Date of Filing: 2/17/2006
 Will Status: PROBATED

Type: SE
 Deputy: BJH
 Auditor:

Status: CLOSED
 Date Closed: 9/12/2007
 Ref #1:

Date Appointed
 02/17/2006

Personal Representatives

KRISTI A. HERRING
 PO BOX 2033
 14551 CANDY HILL ROAD
 UPPER MARLBORO, MD 20773-
 Phone: (301)481-0238

Estate Attorney

BENJAMIN J. WOOLERY
 LAW FIRM OF RICHARD M. MCGILL
 5303 WEST COURT DRIVE
 P.O. BOX 358
 UPPER MARLBORO MD 20773-
 Phone: (301)627-5222 Fax:

02/17/2006	1	1424	PURPORTED LAST WILL AND TESTAMENT DATED APRIL 14, 1986
02/17/2006	2	1112	REGULAR ESTATE PETITION FOR PROBATE
02/17/2006	3	1116	NOMINAL BOND OF PERSONAL REPRESENTATIVE
02/17/2006	4	1104	LIST OF INTERESTED PERSONS
02/17/2006	5	1114	NOTICE OF APPOINTMENT, NOTICE TO CREDITORS, NOTICE TO UNKNOWN HEIRS
02/17/2006	6	1119	ADMINISTRATIVE PROBATE ORDER
02/17/2006	7	1278	ACKNOWLEDGEMENT OF RECEIPT OR DELIVERY OF SCHEDULE OF MANDATORY FILING DEADLINES, FORMS AND INSTRUCTIONS
03/10/2006	8	1110	NOTICE TO INTERESTED PERSONS
03/10/2006	9	1380	REGISTER OF WILLS CERTIFICATE OF SERVICE OF NOTICE OF APPOINTMENT (REGULAR ESTATE)
03/14/2006	10	1312	CHANGE OF ADDRESS FOR CANDACE MARIE HERRING
03/16/2006	11	1378	CERTIFICATE OF PUBLICATION (REGULAR ESTATE)
04/10/2006	12	1246	RETURN RECEIPT FOR CERTIFIED/REGISTERED MAIL
04/17/2006	13	1302	ADVANCE NOTICE ISSUED FOR INFORMATION REPORT AND INVENTORY
06/02/2006	14	1277	NOTICE OF DELINQUENT ESTATE FOR INVENTORY AND INFORMATION REPORT
07/25/2006	15	1297	ORDER TO SHOW CAUSE WHY INVENTORY AND INFORMATION REPORT HAVE NOT BEEN FILED
07/25/2006	16	1272	CERTIFICATE OF SERVICE OF REGISTER OF WILLS FOR SHOW CAUSE ORDER ISSUED 7/25/2006

Ref: 16

Ref: 15

09/12/2007

2:17 pm

St. Mary's County Register of Wills

ESTATE OF:

ESTATE NO: 12754FLOYD ALLEN HERRING JR.

08/22/2006	17	1297	ORDER TO SHOW CAUSE FOR CONTEMPT (INVENTORY AND INFORMATION REPORT) HAVE NOT BEEN FILED	Ref: 26
08/23/2006	18	1272	CERTIFICATE OF SERVICE OF REGISTER OF WILLS FOR SHOW CAUSE ORDER FOR CONTEMPT ISSUED 8/22/2006	Ref: 17
09/05/2006	19	1257	HEARING SCHEDULED FOR AUGUST 22, 2006 DID NOT TAKE PLACE FOR THE FOLLOWING REASON: PERSONAL REPRESENTATIVE DID NOT APPEAR FOR HEARING	
10/10/2006	20	1124	INFORMATION REPORT	
10/10/2006	21	1122	INVENTORY	
10/10/2006	22	1123	INVENTORY SUPPORTING SCHEDULE (A)	
10/10/2006	23	1231	PETITION FOR EXTENSION OF TIME FOR FILING THE ADMINISTRATION ACCOUNT	Ref: 24
10/10/2006	24	1233	COURT'S APPROVAL OF EXTENSION OF TIME TO FILE THE ADMINISTRATION ACCOUNT FOR (3) MONTHS	Ref: 23
10/10/2006	25	1272	CERTIFICATE OF SERVICE OF REGISTER OF WILLS FOR EXTENSION OF TIME TO FILE THE ACCOUNT FOR (3) MONTHS	
11/06/2006	26	1244	HEARING SHEET FOR HEARING HELD ON OCTOBER 10, 2006 RE: CONTEMPT HEARING FOR FAILURE TO APPEAR ON 8-22-2006 AND FAILURE TO FILE AN INVENTORY AND INFORMATION REPORT (EXHIBITS FILED BY RESPONDENT)	Ref: 17
11/13/2006	27	1244	RETURNED MAIL SENT TO MARK WAYNE HERRING	
01/03/2007	28	1331	MISCELLANEOUS CORRESPONDENCE RECEIVED FROM THE LAW OFFICES OF MCGILL & WOOLERY	
06/15/2007	29	1331	MISCELLANEOUS CORRESPONDENCE RECEIVED FROM THE LAW OFFICES OF MCGILL & WOOLERY	
06/26/2007	30	1332	GENERAL CORRESPONDENCE OF ROW TO BENJAMIN J. WOOLERY, ATTORNEY	
08/14/2007	31	1297	ORDER TO SHOW CAUSE WHY PETITION TO CONVERT TO A SMALL ESTATE HAS NOT BEEN FILED	Ref: 32
08/14/2007	32	1272	CERTIFICATE OF SERVICE OF REGISTER OF WILLS FOR SHOW CAUSE ISSUED 8/14/2007	Ref: 31
08/17/2007	33	1331	COPY OF CORRESPONDENCE RECEIVED FROM BENJAMIN J. WOOLERY ADDRESSED TO KRISTI A. HERRING	
08/31/2007	34	1253	PETITION FOR CONVERSION TO SMALL ESTATE	Ref: 36
08/31/2007	35	1137	AMENDED SCHEDULE B (SMALL ESTATE)	

09/12/2007

2:17 pm

St. Mary's County Register of Wills

ESTATE OF:

ESTATE NO: 12754

FLOYD ALLEN HERRING JR.

09/11/2007	36	1284	ORDER OF COURT APPROVING PETITON FOR CONVERSION TO SMALL ESTATE	Ref: 34	Ref: 37
09/11/2007	37	1272	CERTIFICATE OF SERVICE OF REGISTER OF WILLS FOR ORDER APPROVING PETITION FOR CONVERSION OF SMALL ESTATE	Ref: 36	
09/11/2007	38	1257	HEARING SCHEDULED FOR SEPTEMBER 11, 2007 DID NOT TAKE PLACE FOR THE FOLLOWING REASON: A PETITION FOR CONVERSION TO SMALL ESTATE WAS FILED ON AUGUST 31, 2007 AND APPROVED ON SEPTEMBER 11, 2007		

AA
RDB
JLS

LAST WILL AND TESTAMENT

OF

ALLEN HERRING

I, ALLEN HERRING, of Laurel, Maryland, being of full age, sound mind and memory and under no restraint, do make, publish and declare this instrument to be my Last Will and Testament and hereby revoke all Wills and Codicils ever before made by me.

ITEM I

I direct my Personal Representative to pay all of the expenses of my last illness, of my funeral and burial without regard to any limitation in the applicable local law as to the amount of such expenses and of the administration of my estate.

ITEM II

I direct my Personal Representative to pay all inheritance, transfer, estate and similar taxes including interest and penalties) assessed or payable by reason of my death on any property or interest in property which is included in my estate for the purpose of computing taxes. My Personal Representative shall not require any beneficiary under this Will to reimburse my estate for taxes paid on property passing under the terms of this Will.

ITEM III

I hereby authorize my Personal Representative to utilize the services of an attorney, accountant and any other professional as may be necessary in the administration of this, my Last Will and Testament. The expenses incurred by the Personal Representative using such professional services shall be an expense to my estate and shall be paid by my estate.

ITEM IV

My Personal Representative named herein shall be entitled to reasonable compensation commensurate with the services actually performed and to reimbursement for expenses properly incurred.

114
R.D.B.
MB

ITEM V

I give, devise and bequeath to such of the following named persons who shall survive me the following gifts: To my son, MARK HERRING of Laurel, Maryland all of my gold rings and diamond rings and watches.

ITEM VI

I give, devise and bequeath the entire residue of my estate, whether real, personal or mixed, of every kind, nature and description whatsoever, and wherever situated, which I may now own or hereafter acquire, or have the right to dispose of at the time of my death, by the power of appointment or otherwise, to my wife, KRISTI HERRING, absolutely and in fee simple.

ITEM VII

Should, however, my wife, KRISTI HERRING predecease me or fail to survive me by thirty (30) days, then the bequests to my wife, KRISTI HERRING shall fail and be of no effect, and in that event, I give, devise and bequeath the entire residue of my estate, whether real, personal or mixed, of every kind, nature and description whatsoever, and wherever situated, which I may now own or hereafter acquire, or have the right to dispose of at the time of my death, by the power of appointment or otherwise, to my son, MARK HERRING of Laurel, Maryland and my daughter, CANDACE HERRING of Laurel, Maryland to be divided equally.

ITEM VIII

I nominate and appoint my wife KRISTI HERRING as Personal Representative of this, my Last Will and Testament, and require that said Personal Representative serve without bond.

In the event that the above-named Personal Representative shall, for any reason, fail to qualify, or having qualified, fail to complete the administration of my estate, I nominate and appoint my Mother-law, PATSY BROWN of Upper, Marlboro, Maryland instead and give to said Personal Representative all

2.D.B.
[Signature]

rights, powers and immunities set forth in this Will, including the requirement that said Personal Representative serve without bond.

ITEM IX

In the event that I am survived by minor children, my wife, KRISTI HERRING, shall serve as Guardian for my minor children. If KRISTI HERRING fails to serve or predeceases me, I nominate and designate PATSY BROWN of Upper Marlboro, Maryland instead, giving to said Guardian all the rights, powers and privileges devolving thereupon by operation of law.

ITEM X

As used herein, the singular form of a word includes both the singular and plural, and reference to words of a certain gender include reference to all genders.

ITEM XI

If I and any beneficiary under this, my Last Will and Testament, should die in a common accident or disaster or under such circumstance that it is difficult or impractical to determine who survived the other, or if any beneficiary, though surviving me, should die within thirty (30) days from and after the date of my death, then such beneficiary shall be deemed to have predeceased me.

IN WITNESS WHEREOF, I have hereunto signed my name and acknowledged and published this instrument, consisting of 4 typewritten pages, identified by my signature, as my Last Will and Testament, in the presence of the undersigned witnesses, on this 24 day of April, 1986.

[Signature: Allen Herring]
ALLEN HERRING

We certify that ALLEN HERRING, the Testator named in the foregoing instrument of writing, subscribed his name hereto on this day, in our presence, and to us declared the same to be his Last Will and Testament; that we subscribe our names hereto as witnesses in the presence and at the request of said

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Testator and in the presence of each other; and that at the time of the execution of said instrument and of our subscribing the same as witnesses, the said Testator was of sound and disposing mind, to the best of our knowledge, information and belief.

Witness our hands, at 8535 Georgia Avenue, Silver Spring, Maryland, this 24 day of April, 1986.

Reverie D. Bratter at 8535 Georgia Avenue
Silver Spring, Maryland 20910

Anna L. Smith at 8535 Georgia Avenue
Silver Spring, Maryland 20910

IN THE ORPHANS' COURT FOR
(OR)
BEFORE THE REGISTER OF WILLS FOR

ST. MARY'S COUNTY, MARYLAND

IN THE ESTATE OF:

ESTATE NO: 12754

FLOYD ALLEN HERRING JR.

FOR:

☒ **REGULAR ESTATE
PETITION FOR ADMINISTRATION**
Estate value excess of \$30,000.
(If spouse is sole heir or
legatee, \$50,000.)
Complete and attach **Schedule A.**

☐ **SMALL ESTATE
PETITION FOR ADMINISTRATION**
Estate value of \$30,000 or less.
(If spouse is sole heir or
legatee, \$50,000.)
Complete and attach **Schedule B.**

☐ **WILL OF NO ESTATE**
Complete items 2 and 5

☐ **LIMITED ORDERS**
Complete item 2 and
attach Schedule C

The petition of:

KRISTIA HERRING

Name

PO BOX 2033 14551 CANDY HILL ROAD

Address

UPPER MARLBORO, MD 20773

Name

Address

Name

Address

Each of us states:

1. I am (a) at least 18 years of age and either a citizen of the United States or a permanent resident alien spouse of the decedent or (b) a trust company or any other corporation authorized by law to act as a personal representative.
2. The Decedent, FLOYD ALLEN HERRING JR., was domiciled in ST. MARY'S COUNTY, State of MARYLAND and died on the 19th day of NOVEMBER, 2005, at CJW MEDICAL CENTER-JOHNSTON WILLIS, RICHMOND, VA.
3. If the decedent was not domiciled in this county at the time of death, this is the proper office in which to file this petition because: DECEDENT WAS LIVING IN VA TO BE CLOSE TO MEDICAL CARE
4. I am entitled to priority of appointment as personal representative of the decedent's estate pursuant to § 5-104 of the Estates and Trusts Article, Annotated Code of Maryland because: I AM THE SPOUSE OF THE DECEDENT AND NAMED IN THE WILL TO SERVE AS PR

and I am not excluded by §5-105(b) of the Estates and Trusts Article, Annotated Code of Maryland from serving as personal representative.

Regular Estate - RW 1112 Page 1 of 2 with Schedule A (RW1136)
Small Estate - RW 1103 Page 1 of 2 with Schedule B (RW1137)
Will of No Estate - RW1135 Page 1 of 2
Limited Order - RW1147 Page 1 of 2 with Schedule C (RW1148)

PS-3559

5. I have made a diligent search for the decedent's will and to the best of my knowledge :

☐ none exists; or

☒ the will dated APRIL 24, 1986 (including codicils, if any, dated _____)
accompanying this petition is the last will and it came into my hands in the following manner :

WILL WAS KEPT IN DECEDENT'S PERSONAL POSSESSIONS

and the names and last known addresses of the witnesses are :

RENEE D. BRATTE SILVER SPRING, MD

DANA L. SMITH SILVER SPRING, MD

6. Other proceedings, if any, regarding the decedent of the estate are as follows :

NONE KNOWN

7. If any information required by paragraph 2 through 6 has not been furnished, the reason is:

N/A

8. If appointed, I accept the duties of the office of personal representative and consent to personal jurisdiction in any action brought in this State against me as personal representative or arising out of the duties of the office of personal representative.

WHEREFORE, I request appointment as personal representative of the decedent's estate and the following relief as indicated:

☒ that the will and codicils, if any, be admitted to administrative probate;

☐ that the will and codicils, if any, be admitted to judicial probate;

☐ that the will and codicils, if any, be filed only;

☐ that only a limited order be issued;

☐ that the following additional relief be granted : _____

I solemnly affirm under the penalties of perjury that the contents of the foregoing petition are true to the best of my knowledge, information and belief.

Attorney

Kristi A. Herring
KRISTI A. HERRING

2-17-06
Petitioner Date

Address

Petitioner Date

Petitioner Date

Telephone Number

Telephone Number (optional)

Regular Estate - RW 1112 Page 2 of 2 with Schedule A (RW1136)
Small Estate - RW 1103 Page 2 of 2 with Schedule B (RW1137)
Will of No Estate - RW1135 Page 2 of 2
Limited Order - RW1147 Page 2 of 2 with Schedule C (RW1148)

PS-3559

IN THE ORPHANS' COURT FOR
(OR)
BEFORE THE REGISTER OF WILLS FOR

ST. MARY'S COUNTY, MARYLAND

ESTATE NO: 12754

IN THE ESTATE OF:
FLOYD ALLEN HERRING JR.

SCHEDULE - A
Regular Estate
Estimated Value of Estate and Unsecured Debts

Personal property (approximate value)		\$0.00
Real Property (approximate value)		\$85,800.00
Value of property subject to:		
(a) Direct Inheritance Tax of	0.00 %	\$0.00
(b) Collateral Inheritance Tax of	0.00 %	\$0.00
Unsecured Debts (approximate amount)		\$0.00

I solemnly affirm under the penalties of perjury that the contents of the foregoing schedule are true to the best of my knowledge, information and belief.

Attorney


KRISTI A. HERRING

2-17-06

Petitioner Date

Address

Petitioner Date

Telephone Number

Petitioner Date

Petitioner

(FOR REGISTER'S USE)

Safekeeping Wills _____ Custody of Wills _____

Bond Set \$0.00 _____ Deputy _____

Click here for a plain text ADA compliant screen.



Maryland Department of Assessments and Taxation
ST. MARY'S COUNTY
Real Property Data Search

[Go Back](#)
[View Map](#)
[New Search](#)
[Ground Rent](#)

Account Identifier: District - 03 Account Number - 013839

Owner Information

Owner Name: HERRING, ALLEN &
RICHARD THOMPSON Use: COMMERCIAL
Principal Residence: NO
Mailing Address: 41566 MEDLEYS NECK RD
LEONARDTOWN MD 20650-4219 Deed Reference: 1) MRB/ 404/ 190
2)

Location & Structure Information

Premises Address 41566 MEDLEYS NECK RD
LEONARDTOWN 20650 Legal Description 1.01 ACRES
MEDLEYS NECK RD
NR LEONARDTOWN

Map	Grid	Parcel	Sub District	Subdivision	Section	Block	Lot	Assessment Area	Plat No: Plat Ref:
49	1	71						2	

Special Tax Areas Town Ad Valorem Tax Class FIRE DISTRICT 3

Primary Structure Built	Enclosed Area	Property Land Area	County Use
1968	3,469 SF	1.01 AC	

Stories	Basement	Type	Exterior

Value Information

	Base Value	Value As Of 01/01/2005	Phase-in Assessments As Of 07/01/2005	As Of 07/01/2006
Land:	65,400	76,300		
Improvements:	98,300	95,300		
Total:	163,700	171,600	166,333	168,966
Preferential Land:	0	0	0	0

Transfer Information

Seller: AL/RICH INC	Date: 03/30/1988	Price: \$0
Type: UNKNOWN	Deed1: MRB/ 404/ 190	Deed2:
Seller: BROWN, JAMES M	Date: 03/24/1988	Price: \$139,000
Type: IMPROVED ARMS-LENGTH	Deed1: MRB/ 403/ 192	Deed2:
Seller: KNOTT, JOHN W & LILLIAN C	Date: 01/11/1985	Price: \$46,500
Type: IMPROVED ARMS-LENGTH	Deed1: MRB/ 205/ 263	Deed2:

Exemption Information

Partial Exempt Assessments	Class	07/01/2005	07/01/2006
County	000	0	0
State	000	0	0
Municipal	000	0	0

Tax Exempt: NO
Exempt Class:

Special Tax Recapture:

* NONE *

http://sdatcert3.resiusa.org/rp_rewrite/detail.asp?accountnumber=03+013839&county=19... 2/17/2006

NO TITLE SEARCH REQUESTED, NONE PERFORMED
 FEE SIMPLE DEED - CODE - CITY OR COUNTY.

This Deed. Made this 19th day of April

In the year one thousand nine hundred and eighty-eight, by and

between BROWN AND GREENWELL, INC., Party of the First Part,
 Grantor, and ALLEN HERRING and RICHARD THOMPSON, Parties of the
 Second Part, Grantees.

NOW, THEREFORE, THIS DEED WITNESSETH, that for and in
 consideration of the sum of Zero Dollars (-0-), but other good
 and valuable considerations, the receipt of all of which is
 hereby acknowledged, the said Party of the First Part does hereby
 grant and convey unto the said Parties of the Second Part, as
 tenants in common, forever, in fee simple, all that lot, tract,
 piece, or parcel of land situate, lying, and being in the Third
 (3rd) Election District of St. Mary's County, Maryland, and
 described as follows:

SEE "SCHEDULE A, DESCRIPTION", attached hereto and incorporated
 herein by reference.

"BEING all and the same of the land conveyed to the within
 Grantor or from JOHN W. KNOTT and LILLIAN C. KNOTT by deed dated
 April 25, 1985 and as recorded among the Land Records of St.
 Mary's County, Maryland on April 30, 1985 at Liber MRB 215, folio
 191."

SUBJECT to all covenants, restrictions, easements, and rights-of-
 ways contained in Deeds and instruments forming the chain of
 title to the subject property.

ALL TAXES ON
 THIS LAND PAID TO AND
 FOR THE YEAR 1988
 TAX ID # 85-0488-7
[Signature]
 St. Mary's County, Md.

RECEIVED FOR TRANSFER
 State Department of
 Assessments & Taxation 10/24/05/04/200 DEED \$15.00
 For St. Mary's County

[Signature] 5-4-88

BOOK 409 PAGE 349

AND beginning for the same at a concrete monument marking the most South West corner of a tract or parcel of land standing in the name of John W. Knott as recorded among the Land Records of St. Mary's County, Maryland in Liber DM 146 at Folio 371. Said beginning point being further located as being the most South Easterly corner of the herein described. Thence leaving the beginning point so fixed and running and binding on a tract or parcel of land standing in the name of James Bogie as recorded among the aforementioned Land Records in Liber CBC 91 at Folio 497, (1) South 85° 31' 59" West 193.34 feet to a point, thence leaving the said Bogie tract passing through the land of the Grantor herein with a new line of division (2) North 19° 45' 26" West 93.92 feet to a point said point marking the most South West corner of a tract or parcel of land now formerly standing in the name of Eldred Greenwell and/or James Brown, thence running and binding along the said Greenwell and/or Brown tract, (3) North 85° 31' 59" East 193.34 feet to the Westerly outline aforementioned John W. Knott tract; thence running and binding on the said tract, (4) South 19° 45' 26" East 93.92 feet to the point and place of beginning containing a total of 0.41 acres of land, more or less.

Baggage, with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or in any wise appertaining.

On here and is held the said land and premises: above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Parties of the Second Part, as tenants in common, forever

in fee-simple.

And the said Party of the First Part

does hereby covenant that he it will warrant specially the property hereby granted and conveyed, and that he it will execute such further assurances of said land and premises as may be requisite.

Witness the hand and seal of said grantor

Thus:

Chris Reeves

BROWN AND GREENWELL, INC.

Jimmy Brown President (SEAL)

(SEAL)

State of Maryland,

County to wit:

I HEREBY CERTIFY, that on this 19th day of April in the year one thousand nine hundred and eighty-eight before me, the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Jimmy Brown, President of BROWN AND GREENWELL, INC. and certifies that this grant is not part of a transaction in which there is a sale, lease, exchange, transfer of all or substantially all of the property and assets of said corporation and he/she acknowledged the foregoing Deed to be his

As witness my hand and Notarial Seal.

Maria S. Daugherty
Notary Public
My Commission Expires: July 1, 1990

THIS IS TO CERTIFY THAT THE WITHIN INSTRUMENT WAS PREPARED BY THE UNDERSIGNED ATTORNEY, DULY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND, OR BY AN EMPLOYEE OF SUCH ATTORNEY.

Maria S. Daugherty
ATTORNEY AT LAW

IN THE ORPHANS' COURT FOR
(OR) St. Mary's County, MARYLAND
BEFORE THE REGISTER OF WILLS FOR

IN THE ESTATE OF:

ESTATE NO: 12754

FLOYD ALLEN HERRING JR.

LIST OF INTERESTED PERSONS

Name (and age if under 18 years)	Last Known Address including Zip Code	Specify: Heir/Legatee/ Personal Representative	Relationship to Decedent
KRISTIA HERRING	PO BOX 2033 UPPER MARLBORO, MD 20773-	Heir/Per Rep	SPOUSE
CANDACE MARIE HERRING	RICHMOND, VA	Heir	DAUGHTER
CRYSTAL LYNN HERRING	PO BOX 2033 UPPER MARLBORO, MD 20773-	Heir	DAUGHTER
*DENISE HERRING	DECEASED		DAUGHTER
*TOMMY HERRING	DECEASED		SON
CHRISTINE NEWCOMB	10132 RONALDTON ROAD RICHMOND, VA 23236-	Heir	DAUGHTER

I solemnly affirm under the penalties of perjury that the contents of the foregoing list of interested persons are true to the best of my knowledge, information, and belief.

Attorney	<u>Kristia A. Herring</u>	<u>02-17-06</u>
	KRISTIA HERRING	Date
Address		
Address cont.		
Telephone Number	Petitioner(s)/Personal Representative(s)	Date

Instructions:

- Interested persons include decedents' heirs (surviving spouse, children, and other persons who would inherit if there were no will) and, if decedent died with a will, the personal representative named in the will and all legatees (persons who inherit under the will). All heirs must be listed even if decedent dies with a will.
- This list must be filed (a) within 20 days after appointment of a personal representative under administrative probate or (b) at the time of filing a Petition for Judicial Probate or a Petition for Administration of a Small Estate.

IN THE ORPHANS' COURT FOR

(OR)

St. Mary's County, MARYLAND

BEFORE THE REGISTER OF WILLS FOR

IN THE ESTATE OF:

ESTATE NO: 12754

FLOYD ALLEN HERRING JR.

LIST OF INTERESTED PERSONS

Name (and age if under 18 years)	Last Known Address including Zip Code	Specify: Heir/Legatee/ Personal Representative	Relationship to Decedent
MARK WAYNE HERRING	RICHMOND, VA	Heir	SON

I solemnly affirm under the penalties of perjury that the contents of the foregoing list of interested persons are true to the best of my knowledge, information, and belief.

Attorney	KRISTIA HERRING	Date	02-17-06
Address		Date	
Address cont.		Date	
Telephone Number	Petitioner(s)/Personal Representative(s)		

Instructions:

- Interested persons include decedents' heirs (surviving spouse, children, and other persons who would inherit if there were no will) and, if decedent died with a will, the personal representative named in the will and all legatees (persons who inherit under the will). All heirs must be listed even if decedent dies with a will.
- This list must be filed (a) within 20 days after appointment of a personal representative under administrative probate or (b) at the time of filing a Petition for Judicial Probate or a Petition for Administration of a Small Estate.

IN THE ORPHANS' COURT FOR
(OR)
BEFORE THE REGISTER OF WILLS FOR St. Mary's County, MARYLAND

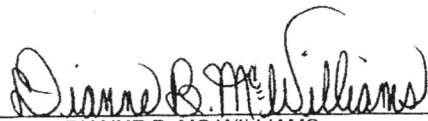
IN THE ESTATE OF: ESTATE NO: 12754
FLOYD ALLEN HERRING JR.

ADMINISTRATIVE PROBATE ORDER

Upon the foregoing Petition for Administrative Probate, and any bond requirement having been met, it is this 17th day of FEBRUARY, 2006.

ORDERED that KRISTIA HERRING is (are) appointed personal representative(s) of the Estate of FLOYD ALLEN HERRING JR.; and further

ORDERED that the will dated April 24, 1986 (and codicils, if any, dated _____) is (are) admitted to probate.


DIANNE B. MC WILLIAMS
Register of Wills

IN THE ORPHANS' COURT FOR
(OR)
BEFORE THE REGISTER OF WILLS FOR

St. Mary's County, MARYLAND

IN THE ESTATE OF:

ESTATE NO: 12754

FLOYD ALLEN HERRING JR.

DATE OF DEATH 11/19/2005

INVENTORY
Summary

Schedule	Type of Property	Appraised Value
A	Real	\$ 85,800.00
B	Leasehold	\$
C	Tangible personal	\$
D	Corporate stocks	\$
E	Bonds, notes, mortgages, debts due to the decedent	\$
F	Bank accounts, savings and loan accounts, cash	\$
G	All other interests	\$
Total		\$ 85,800.00

I solemnly affirm under the penalties of perjury that the contents of the foregoing inventory are true to the best of my knowledge, information, and belief and that any property valued by me which I have authority as personal representative to appraise has been valued completely and correctly in accordance with law.

Attorney

KRISTIA A. HERRING

Date

Address

Date

Date

Telephone Number

Personal Representatives

RECEIVED

OCT 10 2006

REGISTER OF WILLS
ST. MARY'S COUNTY

INVENTORY
Supporting Schedule

Inventory of Estate of
FLOYD ALLEN HERRING JR.

Estate No. 12754

SCHEDULE A

Item No.	Description	Market Value \$
1	1/2 OF REAL ESTATE LOCATED ON 41566 MEDLEYS NECK ROAD, LEONARDTOWN, MD 20650	\$85,800.00
Total		<u>\$85,800.00</u>

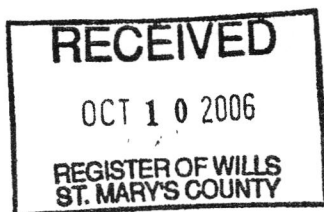
Verification of appraiser other than personal representative, if not supplied separately :

I solemnly affirm under the penalties of perjury that I appraised the property listed on this schedule on the 10th day of OCTOBER, 2006, and that the appraisal was done impartially and to the best of my skill and judgement.

Signature of appraiser

Printed Name

Address



Instructions:

Pursuant to Code, Estates and Trusts Article § 7-201.

1. Describe each item in reasonable detail, and indicate its appraised gross market value as of the date of death of the decedent.
2. If an item is encumbered, show the type and amount of any encumbrance in the description.
3. For real and leasehold property, give a description sufficient to identify the property and the title reference by liber and folio.
4. In listing tangible personal property it is not necessary to list wearing apparel other than furs and jewelry.

Click here for a plain text ADA compliant screen.



Maryland Department of Assessments and Taxation
ST. MARY'S COUNTY
Real Property Data Search

[Go Back](#)
[View Map](#)
[New Search](#)
[Ground Rent](#)

Account Identifier: District - 03 Account Number - 013839

Owner Information

Owner Name: HERRING, ALLEN &
RICHARD THOMPSON Use: COMMERCIAL
Principal Residence: NO
Mailing Address: 41566 MEDLEYS NECK RD
LEONARDTOWN MD 20650-4219 Deed Reference: 1) MRB/ 404/ 190
2)

Location & Structure Information

Premises Address
41566 MEDLEYS NECK RD
LEONARDTOWN 20650

Legal Description
1.01 ACRES
MEDLEYS NECK RD
NR LEONARDTOWN

Map	Grid	Parcel	Sub District	Subdivision	Section	Block	Lot	Assessment Area	Plat No:
49	1	71						2	Plat Ref:

Special Tax Areas Town Ad Valorem Tax Class FIRE DISTRICT 3

Primary Structure Built	Enclosed Area	Property Land Area	County Use
1968	3,469 SF	1.01 AC	

Stories	Basement	Type	Exterior

Value Information

11/2

	Base Value	Value As Of 01/01/2005	Phase-In Assessments As Of 07/01/2005	As Of 07/01/2006
Land:	65,400	76,300		
Improvements:	98,300	95,300		
Total:	163,700	171,600	166,333	168,966
Preferential Land:	0	0	0	0

Transfer Information

Seller:	Date:	Price:
AL/RICH INC	03/30/1988	\$0
Type: UNKNOWN	Deed1: MRB/ 404/ 190	Deed2:
Seller: BROWN, JAMES M	Date: 03/24/1988	Price: \$139,000
Type: IMPROVED ARMS-LENGTH	Deed1: MRB/ 403/ 192	Deed2:
Seller: KNOTT, JOHN W & LILLIAN C	Date: 01/11/1985	Price: \$46,500
Type: IMPROVED ARMS-LENGTH	Deed1: MRB/ 205/ 263	Deed2:

Exemption Information

Partial Exempt Assessments	Class	07/01/2005	07/01/2006
County	000	0	0
State	000	0	0
Municipal	000	0	0

Tax Exempt: NO
Exempt Class:

Special Tax Recapture:

* NONE *

IN THE ORPHANS' COURT FOR
(OR)
BEFORE THE REGISTER OF WILLS FOR

ST. MARY'S COUNTY, MARYLAND

IN THE ESTATE OF:
FLOYD ALLEN HERRING JR.

ESTATE NO: 12754

(AMENDED)
SCHEDULE - B

Small Estate - Assets and Debts of the Decedent

1. I have made a diligent search to discover all property and debts of the decedent and set forth below are :

- (a) A listing of all real and personal property owned by the decedent, individually, or as tenant in common, and of any other property to which the decedent or estate would be entitled, including descriptions, values, and how the values were determined:

SPOUSAL ALLOWANCE- \$5,000.00

- (b) A listing of all creditors and claimants and the amounts claimed, including secured*, contingent and disputed claims:

2. Allowable funeral expenses are \$5,000.00; statutory family allowances are \$5,000.00; and expenses of administration claimed are \$50.00.

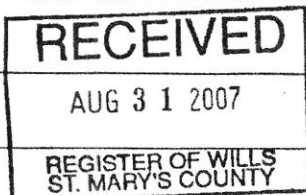
3. Attached is a List of Interested Persons.

4. After the time for filing claims has expired, subject to the statutory order of priorities, and subject to the resolution of disputed claims by the parties or the court, I shall (1) pay all proper claims**, expenses, and allowances not previously paid; (2) if necessary, sell property of the estate in order to do so; and (3) distribute the remaining assets of the estate in accordance with the will or, if none, with the intestacy laws of this state.

* NOTE: §5-601(d) of the Estates and Trusts Article, Annotated Code of Maryland "For the purpose of this subtitle - value is determined by the fair market value of property less debts of record secured by the property as of the date of death, to the extent that insurance benefits are not payable to the lien holder or secured party for the secured debt."

**NOTE: Proper claims shall be paid pursuant to the provisions of Code, Estates and Trusts Article, §8-104 and §8-105.

I solemnly affirm under the penalties of perjury that the contents of the foregoing petition are true to the best of my knowledge, information and belief.



Attorney

Address

Telephone Number

KRISTIA A. HERRING

Petitioner Date

Petitioner Date

Petitioner Date

(301)888-9116

Telephone Number (optional)

IN THE ORPHANS' COURT FOR ST. MARY'S COUNTY, MARYLAND

IN THE MATTER OF THE ESTATE OF:

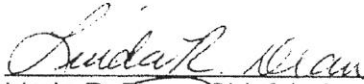
ESTATE NO. 12754

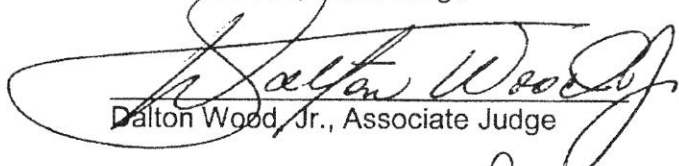
FLOYD ALLEN HERRING, JR.

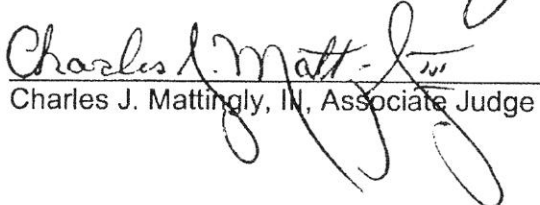
ORDER

UPON consideration of the Petition for Conversion to Small Estate, it is this
11th day of September, 2007;

ORDERED that the estate of FLOYD ALLEN HERRING, JR., be converted from a
Regular Estate to a Small Estate and to proceed as a Small Estate pursuant to Maryland
Estate and Trusts, Section 5-601.


Linda R. Dean, Chief Judge


Dalton Wood, Jr., Associate Judge


Charles J. Mattingly, II, Associate Judge

IN THE ORPHANS' COURT FOR ST. MARY'S COUNTY, MARYLAND

THE ESTATE OF

FLOYD ALLEN HERRING, JR.

ESTATE NO. 12754

PETITION FOR CONVERSION TO SMALL ESTATE

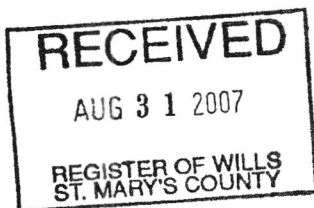
Comes now the Petitioner, Kristi A. Herring, Personal Representative of the Estate of Floyd Allen Herring, Jr., and petitions this Honorable Court for conversion from a regular estate to a small estate, stating for cause as follows:

1. The Petitioner initially reported that the estimated assets of the Estate was real property valued at \$85,800.00.
2. The Petitioner has now discovered that the property was sold at bankruptcy.
3. That the only distribution of assets to the estate from the bankruptcy was to Kristie Herring for her Spousal Allowance under Section 3-201 of Maryland's Estates and Trust Article in the amount of \$5,000.00
4. That there are no other estate assets.

WHEREFORE, your Petitioner prays:

1. That the above-referenced estate be converted from a regular to a small estate; and
2. For such other and further relief as the nature of her cause may require.

The undersigned does solemnly swear and affirm under the penalties of perjury that the contents on the foregoing document are true to the best of her knowledge, information and belief.

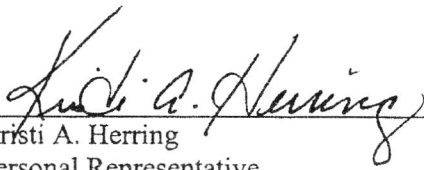


Kristi A. Herring 8-27-07
Kristi A. Herring Date
Personal Representative

CERTIFICATE OF SERVICE

I DO HEREBY CERTIFY THAT ON THIS 27 DAY OF August,
2007, I DELIVERED OR MAILED, POSTAGE PREPAID, A COPY OF THE
FOREGOING SUPPLEMENTAL ADMINISTRATION ACCOUNT TO THE
FOLLOWING PERSONS:

NONE - NOT APPLICABLE



Kristi A. Herring
Personal Representative

IN THE ORPHANS' COURT FOR ST. MARY'S COUNTY, MARYLAND

ESTATE OF : FLOYD ALLEN HERRING, JR.

NO. 12754

RE: FAILURE TO FILE AN ADMINISTRATION ACCOUNT OR PETITION TO
CONVERT TO A SMALL ESTATE

DATE: SEPTEMBER 11, 2007

JUDGES

Petitioner
ORPHANS' COURT FOR ST. MARY'S
Attorney: N/A

Linda R. Dean
Dalton Wood, Jr.
Charles J. Mattingly, III

Respondent
KRISTI A HERRING
Attorney: BENJAMIN J. WOOLERY

Length of Hearing : N/A
Court Clerk : Dianne B. McWilliams

Petitioner's Witnesses
NONE

Petitioner's Exhibits
NONE

Respondent's Witnesses
NONE

Respondent's Exhibits
NONE

SUMMARY

**HEARING WAS NOT HELD SINCE A PETITION FOR CONVERSION TO A
SMALL ESTATE WAS FILED ON AUGUST 31, 2007, AND APPROVED BY THE
COURT ON SEPTEMBER 11, 2007.**

BOOK 409 PAGE 348

NO TITLE SEARCH REQUESTED. NONE PERFORMED.
FEE SIMPLE DEED - CODE - CITY OR COUNTY.

This Deed, Made this 19th day of April

In the year one thousand nine hundred and eighty-eight, by and

between BROWN AND GREENWELL, INC., Party of the First Part, Grantor, and ALLEN HERRING and RICHARD THOMPSON, Parties of the Second Part, Grantees.

NOW, THEREFORE, THIS DEED WITNESSETH, that for and in consideration of the sum of Zero Dollars (-0-), but other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said Party of the First Part does hereby grant and convey unto the said Parties of the Second Part, as tenants in common, forever, in fee simple, all that lot, tract, piece, or parcel of land situate, lying, and being in the Third (3rd) Election District of St. Mary's County, Maryland, and described as follows:

SEE "SCHEDULE A, DESCRIPTION", attached hereto and incorporated herein by reference.

"BEING all and the name of the land conveyed to the within Grantor or from JOHN W. KNOTT and LILLIAN C. KNOTT by deed dated April 25, 1985 and as recorded among the Land Records of St. Mary's County, Maryland on April 30, 1985 at Liber MRB 215, folio 181."

SUBJECT to all covenants, restrictions, easements, and rights-of-ways contained in Deeds and instruments forming the chain of title to the subject property.

ALL TAXES ON
THIS DEED PAID TO AND
FOR THE YEAR OF
1987 TAX ID # 43-04853-7
St. Mary's County, Md.

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for St. Mary's County 10:24AM 05/04/88 DEED \$15.00

J. Herring 5-4-88

BOOK 409 PAGE 349

AND beginning for the same at a concrete monument marking the most South West corner of a tract or parcel of land standing in the name of John W. Knott as recorded among the Land Records of St. Mary's County, Maryland in Liber DBK 146 at Folio 371. Said beginning point being further located as being the most South Easterly corner of the herein described. Thence leaving the beginning point so fixed and running and binding on a tract or parcel of land standing in the name of James Bogie as recorded among the aforementioned Land Records in Liber CUG 91 at Folio 497, (1) South 85° 31' 59" West 193.34 feet to a point, thence leaving the said Bogie tract passing through the land of the Grantor herein with a new line of division (2) North 19° 45' 26" West 93.92 feet to a point said point marking the most South West corner of a tract or parcel of land now formerly standing in the name of Eldred Greenwell and/or James Brown, thence running and binding along the said Greenwell and/or Brown tract, (3) North 85° 31' 59" East 193.34 feet to the Westerly outline aforementioned John W. Knott tract; thence running and binding on the said tract, (4) South 19° 45' 26" East 93.92 feet to the point and place of beginning containing a total of 0.41 acres of land, more or less.

BOOK 409 PAGE 350

Together, with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or in any wise appertaining.

Do have and to hold the said land and premises; above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Parties of the Second Part, as tenants in common, forever

in fee-simple.

And the said Party of the First Part

does hereby covenant that he it will warrant specially the property hereby granted and conveyed, and that he it will execute such further assurances of said land and premises as may be requisite.

Witness the hand and seal of said grantor

Test:

Chris Reeves

BROWN AND GREENWELL, INC.

Jimmy Brown
Jimmy Brown

President (SEAL)
President

(SEAL)

State of Maryland,

Coming to wit:

I HEREBY CERTIFY, that on this 19th day of April in the year one thousand nine hundred and eighty-eight before me, the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Jimmy Brown, President of BROWN AND GREENWELL, INC. and certifies that this grant is not part of a transaction in which there is a sale, lease, exchange, transfer of all or substantially all of the property and assets of said corporation and he/she acknowledged the foregoing Deed to be his act.

As witness my hand and Notarial Seal.

THIS IS TO CERTIFY THAT THE WITHIN INSTRUMENT WAS PREPARED BY THE UNDERSIGNED ATTORNEY, DULY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND, OR BY AN EMPLOYEE OF SUCH ATTORNEY.

Maria B. Dougherty
ATTORNEY AT LAW

Maria B. Dougherty
Notary Public
My Commission Expires: July 1, 1990

Ret: JMA

MAY 4 1988

MARY R. BELL, CLERK

FEE SIMPLE DEED—COOE—CITY OR COUNTY.

This Deed. Made this 25th day of April

in the year one thousand nine hundred and eighty five

by and between John W. Knott and Lillian C. Knott, his wife, Party of the First Part, Grantors, and Brown and Greenwell, Inc., Party of the Second Part, Grantees. WITNESSETH that in consideration of the sum of Fifty Thousand Dollars (\$50,000.00) and other good and valuable considerations, the receipt of which is hereby acknowledged,

the said Party of the First Part does grant and convey unto the said Brown and Greenwell, Inc., Party of the Second Part, in fee simple, all that lot, tract piece or parcel of land, the same being a portion of the land formerly called "No Name" and "St. Ann's", but more recently called and known "Locust Hill", lying and being in Medley's Neck, in the Third Election District of St. Mary's County, Maryland, and particularly described according to a survey made on March 14, 1921 by Charles A. Henrd, County Surveyor, as follows, that is to say:

Beginning for the same at a point on the South side of the Public Road leading from "Our Lady's Chapel Roman Catholic Church" into Medley's Neck on the second hill after crossing the main fresh known as Moll Dyers Run, a boundary of said Elizabeth C. Floyd's land; thence running with said land S. 21° 45' E. 29.04 feet to a concrete post, S. 21° 45' E. 298.98 feet to a concrete post, N. 68° 15' W. 156.42 feet to a concrete post, N. 21° 45' W. 259.30 feet to a concrete post, N. 21° 45' W. 24.42 feet to the south side of the aforementioned road; thence running down the south side of said road S. 84° W. 161.70 feet to the place of beginning, containing one acre, more or less.

BEING all of the land conveyed to the within grantors by deed from Patrick A. O'Boyle, Roman Catholic Archbishop of Washington, in accordance with the discipline and government of the Roman Catholic Church, a corporation sole, dated November 7, 1968 and recorded at book D.B.K. 146, page 371, among the Land Records of St. Mary's County, Maryland.

AND beginning for the same at a concrete monument marking the most South West corner of a tract or parcel of land standing in the name of John W. Knott as recorded among the Land Records of St. Mary's County, Maryland in Liber DBK 146 at Folio 371. Said beginning point being further located as being the most South Easterly corner of the herein described. Thence leaving the beginning point so fixed and running and binding on a tract or parcel of land standing in the name of James Bogie as recorded among the aforementioned Land Records in Liber CBC 91 at Folio 497, (1) South 85° 31' 59" West 193.34 feet to a point, thence leaving the said Bogie tract passing through the land of the Grantor herein with a new line of division (2) North 19° 45' 26" West 93.92 feet to a point said point marking the most South West corner of a tract or parcel of land now formerly standing in the name of Eldred Greenwell and/or James Brown, thence running and binding along the said Greenwell and/or Brown tract, (3) North 85° 31' 59" East 193.34 feet to the Westerly outline aforementioned John W. Knott tract; thence running and binding on the said tract, (4) South 19° 45' 26" East 93.92 feet to the point and place of beginning containing a total of 0.41 acres of land, more or less.

AND beginning for the same at a point in the Southerly right of way line of Maryland State Route 244 a 40 foot right of way, said beginning point being further described as being the Northeasterly corner of a tract or parcel of land standing in the name of John W. Knott, as recorded in the land records of St. Mary's County, Maryland in Liber DBK 146 at Folio 371 thence; leaving the beginning point so fixed and running and binding on the said Southerly right of way line and with a curve to the right, scribed as having a delta angle of 01° 21' 06", a radius

Witness my hand and seal this 25th day of April 1985
 Notary Public for St. Mary's County, Maryland
 Kathleen M. E. Esposito

Recorded for this 30
 day of April 1985
 J. J. Yaworski
 St. Mary's County

of 1059.70 feet an arc length of 25 feet and a long chord bearing a distance of (1) South 88° 31' 32" East 25.00 feet to an iron pipe set thence; leaving the Southerly right of way line of Route 244 and running through the land of the herein grantor (2) South 14° 53' 39" East 275.49 feet to a concrete monument found, said monument marking the most Easterly South corner of the aforementioned Knott tract, thence running and binding on the said Knott outline (3) North 19° 43' 26" West 283.42 feet to the point and place of beginning, containing a total of 0.0760 acres of land, more or less.
 BEING a portion of the land which was conveyed unto the within Grantors by Deed from James E. Bogie, Mary F. Bogie, and Rose Veronica Nash, dated June 11, 1975 and recorded at Liber 190 page 201, one of the land records of St. Mary's County, Maryland.

10103AN04/30/85A DEED \$13.00

10103AN04/30/85A RECTAN \$330.00

10103AN04/30/85A TR.TAX \$250.00

BOOK 215 PAGE 193

Together, with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or in any wise appertaining.

Us here and to hold the land----- and premises; above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Brown and Greenwell, Inc.

in fee-simple.

And the said John W. Knott and Lillian C. Knott, his wife

hereby covenant that they will warrant specially the property hereby granted and conveyed, and that they will execute such further assurances of said land as may be requisite.

Witness the hands and seals of said grantors.

TEST:

John W. Knott (SEAL)
JOHN W. KNOTT

Lillian C. Knott (SEAL)
LILLIAN C. KNOTT

State of Maryland, St. Mary's

County to wit:

I HEREBY CERTIFY, that on this
one thousand nine hundred and 85
Maryland, in and for the County
aforesaid, personally appeared John W. Knott and Lillian C. Knott

25th day of April in the year
before me, the subscriber a Notary Public of the State of

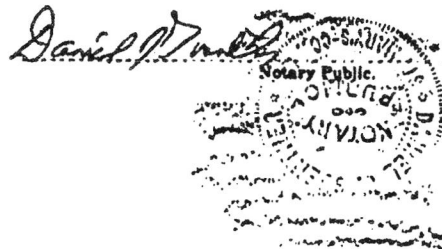
and they acknowledged the foregoing Deed to be their act.

As witness my hand and Notarial Seal.

My commission expires: 7/1/86

THIS IS TO CERTIFY THAT THE WITHIN
INSTRUMENT WAS PREPARED BY THE
UNDERSIGNED ATTORNEY, DULY ADMIT-
TED TO PRACTICE BEFORE THE COURT
OF APPEALS OF MARYLAND, OR BY AN
EMPLOYEE OF SUCH ATTORNEY.

Daniel D. Quent
ATTORNEY AT LAW



Ret. D. J. L.

APR 30 1985

MARY A. BELL, CLERK

FROM Herring, Allen
SURNAME
419-88

TO 4-706

[illegible]

BOOK 404 PAGE 190

FEE SIMPLE DEED - CODE - CITY OR COUNTY.

This Deed. Made this 29th day of March

in the year one thousand nine hundred and eighty-eight, by and between AL/RICH, INC., Party of the First Part, Grantor, and ALLEN HERRING and RICHARD THOMPSON, Parties of the Second Part, Grantees.

NOW, THEREFORE, THIS DEED WITNESSETH, that for and in consideration of the sum of Zero Dollars (-0-), but other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said Party of the First Part does hereby grant and convey unto the said Parties of the Second Part, as tenants in common, forever, in fee simple, all that lot, tract, piece, or parcel of land situate, lying, and being in the Third (3rd) Election District of St. Mary's County, Maryland, and described as follows:

SEE "SCHEDULE A, DESCRIPTION", attached hereto and incorporated herein by reference.

BEING all and the same land conveyed to the within Grantor from James M. Brown and Eldred W. Greenwell by Deed dated March 23, 1988, and as recorded among the Land Records of St. Mary's County, Maryland, on March 24, 1988, at 3:56 p.m., in Liber MRB 403, Folio 192.

SUBJECT to all covenants, restrictions, easements, and rights-of-ways contained in Deeds and instruments forming the chain of title to the subject property.

THIS IS TO CERTIFY THAT ALL TAXES ON
THIS PROPERTY HAVE BEEN PAID TO AND
INCLUDING THE LTVY FOR THE YEAR OF
1988 TAX ID # 23-21383-9
William D. B. [Signature]
St. Mary's County, Md.

3:03PM03/30/88 DEED \$15.00

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for St. Mary's County

M. [Signature] 3/30/88

SCHEDULE A, DESCRIPTION

BOOK 404 PAGE 191

BEGINNING for the same at a concrete monument in the westerly outline of a tract or parcel of land standing in the name of John V. Knott, as recorded among the Land Records of St. Mary's County, Maryland in Liber DNE 146, at Folio 371. Said concrete monument marking the most southeasterly corner of a tract or parcel of land standing in the name of John V. Knott, as recorded among the aforementioned Land Records in Liber C&O 120 at Folio 295. Said beginning point being even further located as being the most southeast corner of the herein described. Thence leaving the beginning point so fixed and running and binding on the northerly outline of a 0.7997 acre tract of land, now or formerly standing in the name of the said Knott, (1) South 85° 31' 35" West 193.34 feet to an iron pipe. Said iron pipe marking the most Southeast corner of a tract of land intended to be conveyed to Thomas Clements; thence running and binding on to said intended to be conveyed tract, (2) North 19° 45' 26" West 238.26 feet to an iron pipe in the southerly right of way line of Maryland State Route #244, a 40 foot wide right of way. Thence running and binding on the said State right of way, (3) North 86° 29' 21" East 194.25 feet to an iron pipe. Said iron pipe marking the most Northwesterly corner of the aforementioned John V. Knott tract, as recorded among the aforementioned Land Records in Liber DNE 146 at Folio 371; thence leaving the said right of way and running and binding on the westerly outline of the said tract, (4) South 19° 45' 26" East 235.00 feet to the point and place of beginning containing a total of 1.01 acres of land, more or less, as described by McGraw, Inc., January 10, 1985.

Together with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or in any wise appertaining.

Do have and to hold the said land and premises; above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Parties of the Second Part, as tenants in common, forever,

in fee-simple.

And the said Party of the First Part

it hereby covenants that ~~XXX~~ will warrant specially the property hereby granted and conveyed, and that ~~XXX~~ will execute such further assurances of said land and premises as may be requisite. it

Witness the hand and seal of said grantor:

AL/RICH, INC.

Test:

Maria B. Daugherty

By:

Allen Herring Pres. [SEAL]
ALLEN HERRING, President

[SEAL]

State of Maryland, St. Mary's

County to wit:

I HEREBY CERTIFY, that on this 29th day of March In the year one thousand nine hundred and eighty-eight before me, the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ALLEN HERRING, President of AL/RICH, INC., and certifies that this grant is not part of a transaction in which there is a sale, lease, exchange, or transfer of all or substantially all of the property and assets of said corporation

and he acknowledged the foregoing Deed to be his
As witness my hand and Notarial Seal.

THIS IS TO CERTIFY THAT THE WITHIN INSTRUMENT WAS PREPARED BY THE UNDERSIGNED ATTORNEY, DULY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND, OR BY AN EMPLOYEE OF SUCH ATTORNEY.

E. Michael Huns
ATTORNEY AT LAW

My Commission Expires: July 1, 1990

Notary Public

BOOK 403 PAGE 192

FEE SIMPLE DEED - CODE - CITY OR COUNTY.

This Deed, Made this 23rd day of March

----- in the year one thousand nine hundred and eighty-eight

by and between JAMES M. BROWN and ELDRED W. GREENWELL, Parties of the First Part, and AL/RICH, INC., Party of the Second Part.

WITNESSETH that in consideration of the sum of \$139,000.00 and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Parties of the First Part do hereby grant and convey unto the Party of the Second Part, its successors and assigns, forever, in fee simple, all that lot, tract, piece or parcel of land situate, lying and being in the Third Election District, St. Mary's County, Maryland, and described as follows, that is to say:

See "Schedule A, Description" attached hereto and incorporated herein by reference.

BEING all of the same land conveyed unto the within Parties of the First Part by deed recorded among the Land Records of St. Mary's County, Maryland, at Liber 206, folio 263.

SUBJECT TO all covenants, restrictions, easements and rights of ways contained in deeds and instruments forming the chain of title to the subject property.

3156PM03/24/88A DEED \$15.00

3156PM03/24/88A RECTAX \$917.40

3156PM03/24/88A TR.TAX \$695.00

THIS IS TO CERTIFY THAT ALL TAXES ON
THIS PROPERTY HAVE BEEN PAID TO AND
INCLUDING THE YEAR FOR THE YEAR OF

1987. TAX ID: 03-01583-9
Arthur N. D. Caputo
St. Mary's County, MD

RECEIVED FOR INVESTMENT
State Department of
Assessments & Taxation
for St. Mary's County

Sharon L. Leake 3/24/88
State

BOOK 403 PAGE 193

SCHEDULE A, DESCRIPTION

BEGINNING for the same at a concrete monument in the westerly outline of a tract or parcel of land standing in the name of John V. Knott, as recorded among the Land Records of St. Mary's County, Maryland in Liber DIX 146, at Folio 371. Said concrete monument marking the most Southeast corner of a tract or parcel of land standing in the name of John V. Knott, as recorded among the aforementioned Land Records in Liber CDO 120 at Folio 295. Said beginning point being even further located as being the most Southeast corner of the herein described. Thence leaving the beginning point as fixed and running and binding on the Northerly outline of a 0.7997 acre tract of land, now or formerly standing in the name of the said Knott; (1) South 83° 31' 35" West 193.34 feet to an iron pipe. Said iron pipe marking the most Southeast corner of a tract of land intended to be conveyed to Thomas Clements; thence running and binding on to said intended to be conveyed tract; (2) North 19° 45' 26" West 238.36 feet to an iron pipe in the Southerly right of way line of Maryland State Route #244, a 40 foot wide right of way. Thence running and binding on the said State right of way; (3) North 86° 29' 22" East 194.23 feet to an iron pipe. Said iron pipe marking the most Northwest corner of the aforementioned John V. Knott tract, as recorded among the aforementioned Land Records in Liber DIX 146 at Folio 371; thence leaving the said right of way and running and binding on the westerly outline of the said tract; (4) South 19° 45' 26" East 255.00 feet to the point and place of beginning containing a total of 1.01 acres of land, more or less, as described by McCrone, Inc., January 10, 1965.

BOOK 403 PAGE 194

Together with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or in any wise appertaining.

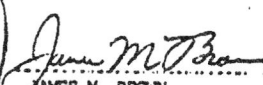
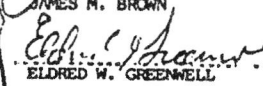
To have and to hold the said Land and premises; above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Party of the Second Part, its successors and assigns, forever in fee-simple.

And the said Parties of the First Part

hereby covenant that they will warrant specially the property hereby granted and conveyed, and that they will execute such further assurances of said land and premises as may be requisite.

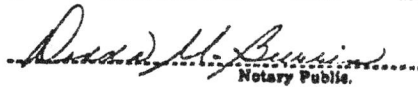
Witness the hands and seals of said grantors.

THAT:

 (SEAL)
JAMES M. BROWN
 (SEAL)
ELDRED W. GREENWELL

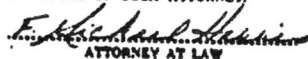
State of Maryland, St. Mary's County to wit:
I HEREBY CERTIFY, that on this 23rd day of March in the year one thousand nine hundred and eighty-eight before me, the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JAMES M. BROWN and ELDRED W. GREENWELL

and they acknowledged the foregoing Deed to be their act.
As witness my hand and Notarial Seal.


Notary Public.

My Commission Expires: 7/1/90

THIS IS TO CERTIFY THAT THE WITHIN INSTRUMENT WAS PREPARED BY THE UNDERSIGNED ATTORNEY, DULY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND, OR BY AN EMPLOYEE OF SUCH ATTORNEY.


ATTORNEY AT LAW

Rel: JMH

3-24-88

MARY R. BELL, CLERK

3109PH01/11/85A DEED \$14.00

3109PH01/11/85A RECTAX \$306.90

3109PH01/11/85A TP. TAX \$232.50

FEE SIMPLE DEED—CODE—CITY OR COUNTY.

This Deed. Made this

day of January

in the year one thousand nine hundred and Eighty Five

by and between JOHN W. KNOTT and LILLIAN C. KNOTT, his wife, of St. Mary's County, Maryland, parties of the first part, and JAMES M. BROWN and ELDRED W. GREENWELL, parties of the second part.

Witnesseth, that in consideration of the sum of Forty Six Thousand Five Hundred Dollars (\$46,500.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said JOHN W. KNOTT and LILLIAN C. KNOTT do grant and convey unto the said JAMES M. BROWN and ELDRED W. GREENWELL, as joint tenants with right of survivorship, their heirs and assigns, in fee simple, all that lot, tract, piece or parcel of ground, situate, lying and being in the Third Election District of St. Mary's County, Maryland, aforesaid, and described as follows, that is to say:

BEGINNING for the same at a concrete monument in the Westerly outline of a tract or parcel of land standing in the name of John W. Knott, as recorded among the Land Records of St. Mary's County, Maryland in Liber DBK 146, at Folio 371. Said concrete monument marking the most Southeasterly corner of a tract or parcel of land standing in the name of John W. Knott, as recorded among the aforementioned Land Records in Liber CBG 120 at Folio 295. Said beginning point being even further located as being the most Southeast corner of the herein described. Thence leaving the beginning point so fixed and running and binding on the Northerly outline of a 0.7997 acre tract of land, now or formerly standing in the name of the said Knott, (1) South 85° 31' 59" West 193.34 feet to an iron pipe. Said iron pipe marking the most Southeast corner of a tract of land intended to be conveyed to Thomas Clements; thence running and binding on to said intended to be conveyed tract, (2) North 19° 45' 26" West 238.36 feet to an iron pipe in the Southerly right of way line of Maryland State Route #244, a 40 foot wide right of way. Thence running and binding on the said State right of way, (3) North 86° 29' 22" East 194.25 feet to an iron pipe. Said iron pipe marking the most Northwesterly corner of the aforementioned John W. Knott tract, as recorded among the aforementioned Land Records in Liber DBK 146 at Folio 371; thence leaving the said right of way and running and binding on the Westerly outline of the said tract, (4) South 19° 45' 26" East 235.00 feet to the point and place of beginning containing a total of 1.01 acres of land, more or less, as described by McCrons, Inc., January 10, 1985.

Being the residue of a tract or parcel of land conveyed unto John W. Knott and Lillian C. Knott, his wife, from James E. Bogie, et al. by Deed dated June 26, 1945 as recorded among the Land Records of St. Mary's County, Maryland in Liber CBG 120 at Folio 295.

Being subject to all rights of way and easements of record

Received by me for the sum of \$14.00
 J. W. Knott
 L. C. Knott
 St. Mary's County
 1985
 1984
 Recorded & Indexed

Together, with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or in any wise appertaining.

To have and to hold the said lot of ground and premises: above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said James M. Brown and Eldred Greenwell, as joint tenants with right of survivorship, their heirs and assigns, in fee-simple.

And the said parties of the first part

hereby covenant that they will warrant specially the property hereby granted and conveyed, and that they will execute such further assurances of said property as may be requisite.

Witness the hands and seals of said grantors.

Test:

Cornelia H. Davis

John W. Knott [SEAL]
JOHN W. KNOTT
Lillian C. Knott [SEAL]
LILLIAN C. KNOTT

State of Maryland, St. Mary's County to wit:

I HEREBY CERTIFY, that on this 11th day of January in the year one thousand nine hundred and eighty five before me, the subscriber a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared John W. Knott and Lillian C. Knott

and they acknowledged the foregoing Deed to be their act. As witness my hand and Notarial Seal.

THIS IS TO CERTIFY THAT THE WITHIN INSTRUMENT WAS PREPARED BY THE UNDERSIGNED ATTORNEY, DULY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND, OR BY AN EMPLOYEE OF SUCH ATTORNEY.

Daniel H. Smith
ATTORNEY AT LAW

Cornelia H. Davis
Notary Public



AL RICH TWC

TO GIVEN NAME
3.30. Jg

[illegible]

LOCATION OF CONVEYANCES OF

INDEX

TRI-COUNTY ABSTRACT, INC.

Brown

SURNAME

James M.

GIVEN NAME

From 1-11-85 To 3-10-88

DATE OF RECORD	TO OR FROM	OTHER PARTY TO CONVEYANCE	INSTR.	LIBER	FOLIO	LOCATION OF PROPERTY
1-11-85	F	John W. Knott	D	205	263	3rd - S. R/W of Pt 244 1.01A's <i>residing 120/295</i> <i>Copy</i>
1-21-85	T	Thos. McGuire	M	206	14	3rd <i>open</i> " <i>206/263</i> <i>Copy</i>
2-22-85		J. McGuire/Mattling, Jr. P.R.	M	208	412	3rd - Pt 5 - 43,603 ft <i>Agred 1-2-85 w/ 245/108</i> <i>immed prior</i>
6-26-86		Melbaire Scott	DT	294	7	4th - Lot 21 (A) <i>see 3rd. Mary Beas</i> <i>P. 24/32</i> <i>immed prior</i>
11-4-87		Harlane A. Guyton	M	383	124	3rd - Parcel 1, 2 + 3 + R/W's <i>142/241</i>
<i>Greenwell, Eldred W. 1-11-85 To 3-10-88</i>						
1-11-85	F	John W. Knott	D	205	263	3rd - S. R/W of Pt 244 - 1.01A's <i>residing 120/295</i> <i>Copy</i>
1-21-85	T	Thos. McGuire	M	206	14	3rd <i>open</i> " <i>Copy</i>
2-22-85		J. McGuire/Mattling, Jr. P.R.	M	208	412	3rd - Pt 5 - 43,603 ft <i>Agred 1-2-85 w/ 245/108</i> <i>immed prior</i>
3-7-85		Co. Comm.	Agred	210	25	Eldred W. Greenwell S/O <i>Lot 1-8 Sec 1</i>
6-21-85		C. Gregory Taylor	Consent Agred	221	311	DT 131/226
7-8-85		Co. Comm.	Agred	223	162	3rd - Lot 1-6 <i>see Eld W. Greenwell S/O</i>
7-16-85			Agred	224	120	<i>Lot 5, 6, 7 + 8 for joint use of well</i>
8-9-85		SMECO	R/W	227	129	3rd - 54A's <i>on Pt 244</i> <i>165/269 + 177/187 + 469</i>
"		"	R/W	"	130	3rd - 54A's Eld. W. Greenwell Minors S/O <i>P. 23/56 + outlots</i>
"		"	R/W	"	131	3rd - 62 Pt 244
5-19-86		Jos. M. Gough	DT	288	40	3rd - Lot 5 Eld. W. Greenwell Minors S/O <i>P. 23/56 + R/W</i> <i>165/269 + 193/469</i>

Growth Allocation Application

Tax Map 49 – Grid 01 - Parcels 71 & 247

**Fat Boys Country Store
41566 Medley's Neck Road
Leonardtown, MD 20650**

**For:
The Real Food Studio**

APPENDIX "B"

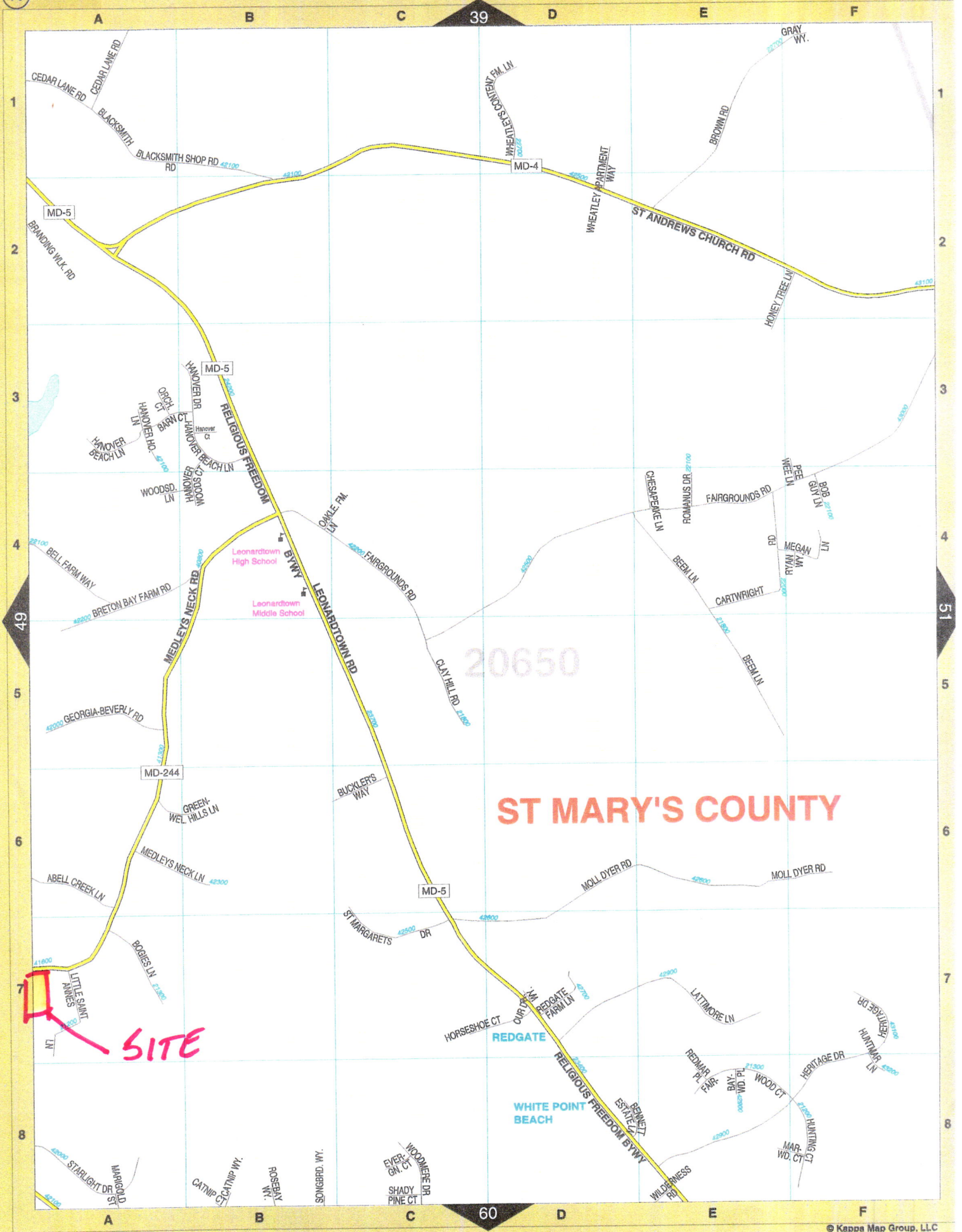
MAPS



50

St Mary's County

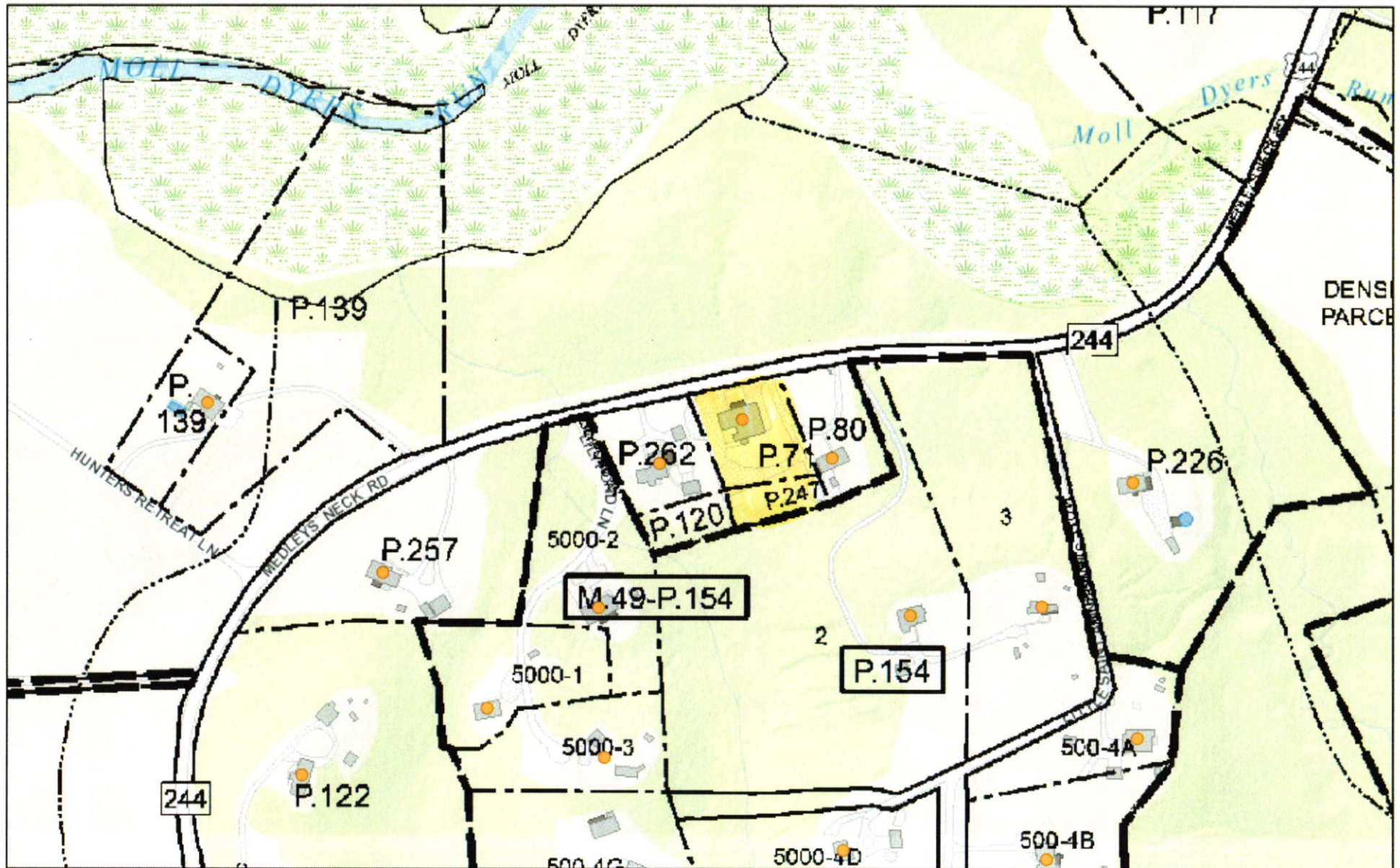
Scale 1:20,000
1 in = 1,650 ft
0 ft 1,000 2,000 1/2 mi
0 m 200 400 1/2 km



ST MARY'S COUNTY

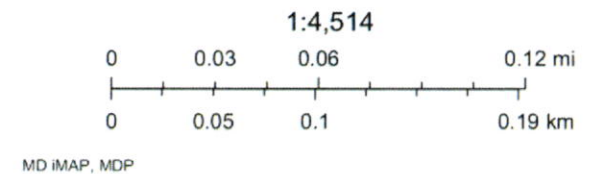
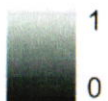
SITE

Tax Map Overlay



5/6/2020, 7:57:36 AM

MD Tax Map Overlay

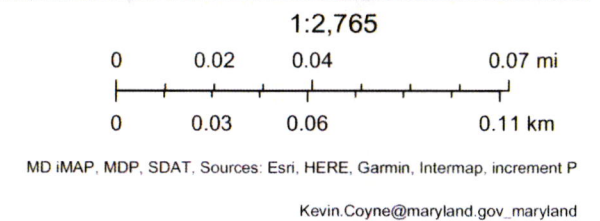


MERLIN online

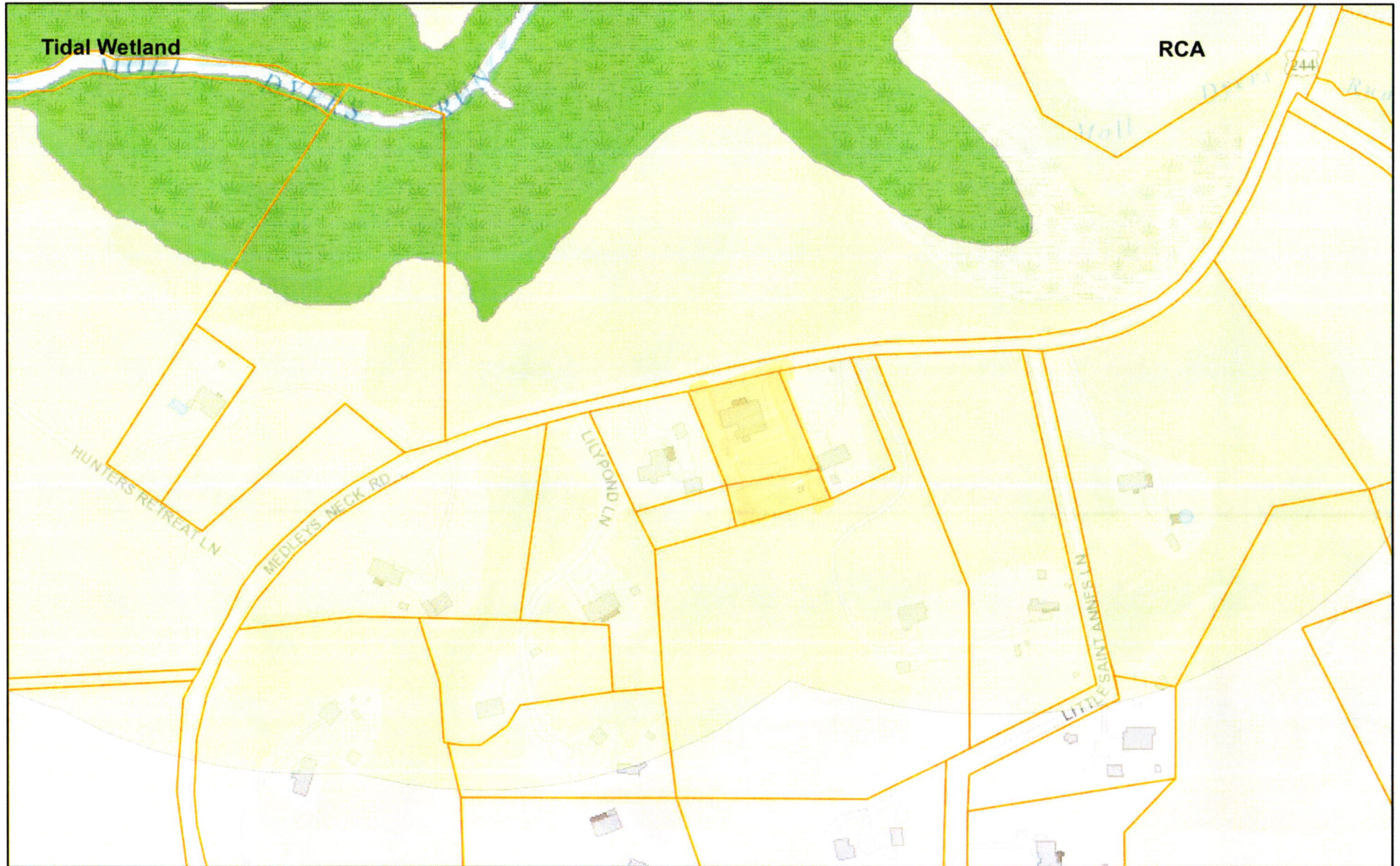


May 6, 2020

2015 AERIAL MAP



Critical Area Overlay

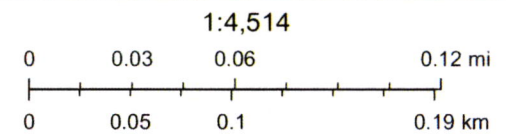


5/6/2020, 8:01:31 AM

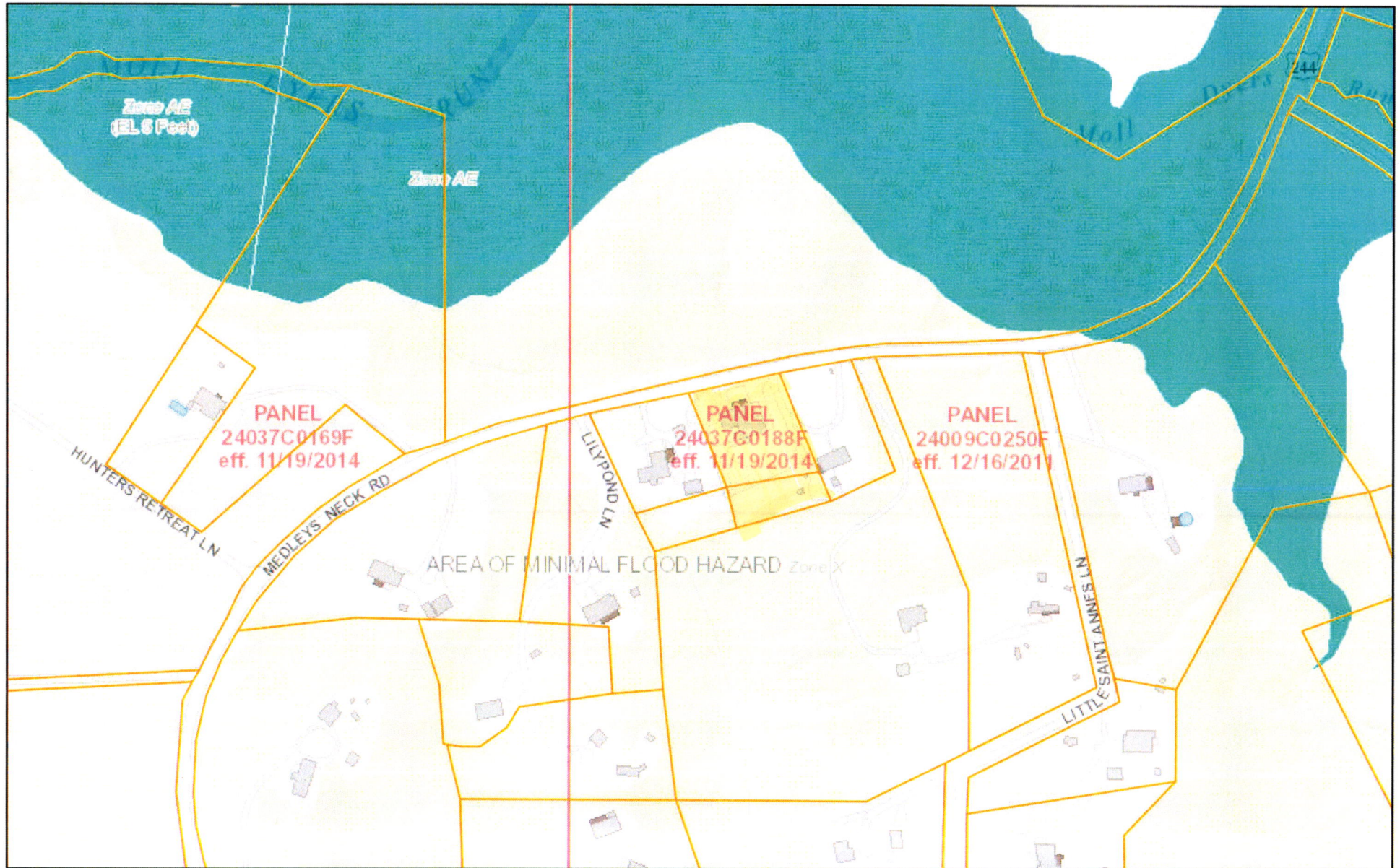
Property Boundaries Tidal Wetland

Critical Area

RCA



Floodplain Overlay



5/6/2020, 7:59:48 AM

Property Boundaries

Flood Hazard Zones

1% Annual Chance Flood Hazard

Regulatory Floodway

Special Floodway

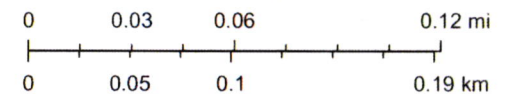
Area of Undetermined Flood Hazard

0.2% Annual Chance Flood Hazard

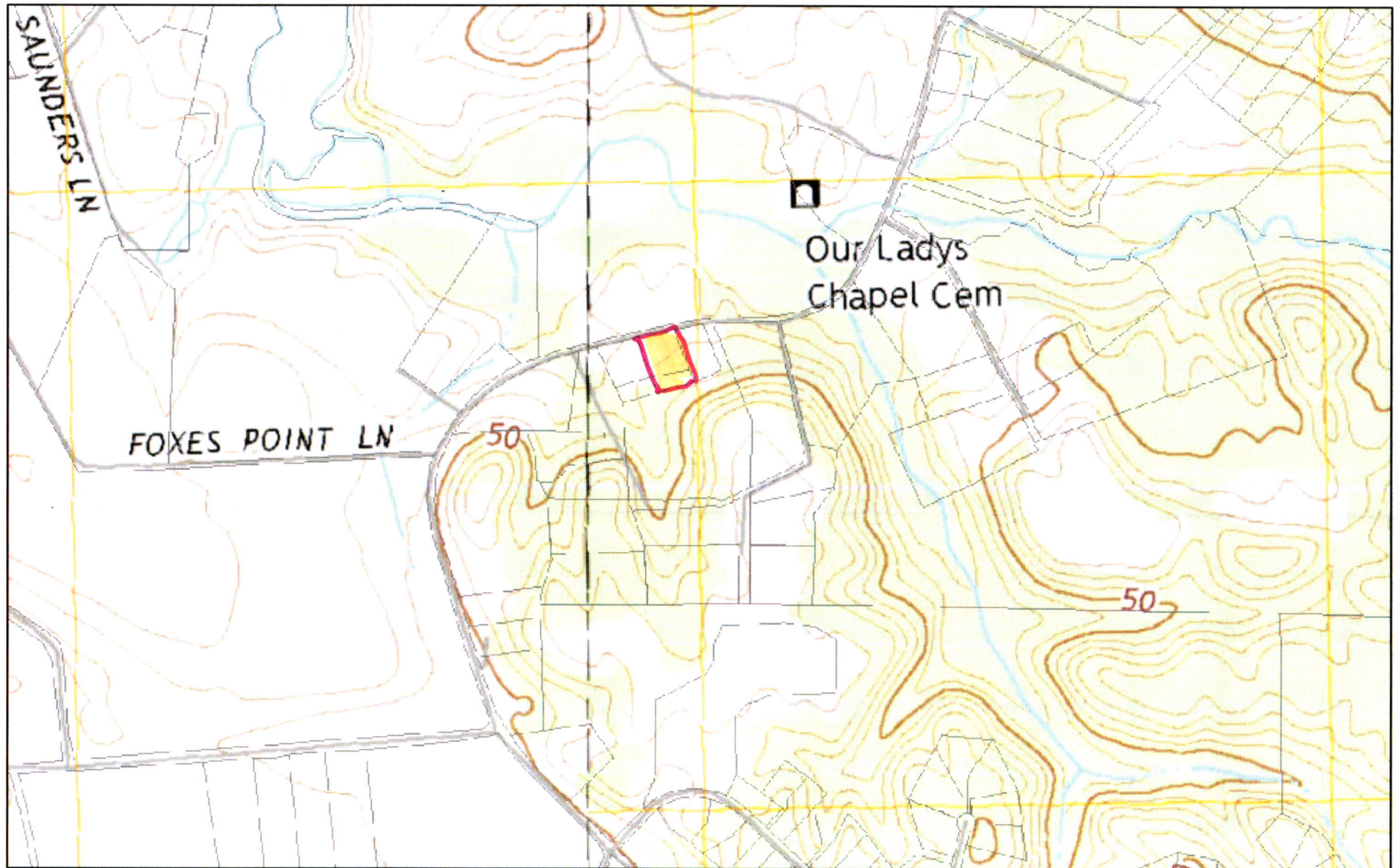
Future Conditions 1% Annual Chance Flood Hazard

Area with Reduced Risk Due to Levee

1:4,514



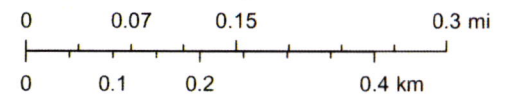
MERLIN online



May 6, 2020

USGS MAP

1:11,059



MD iMAP, MDP, SDAT, MD iMAP, USGS, Sources: Esri, HERE, Garmin,

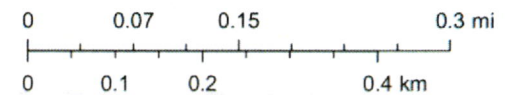
Kevin.Coyne@maryland.gov_maryland

MERLIN online



May 6, 2020

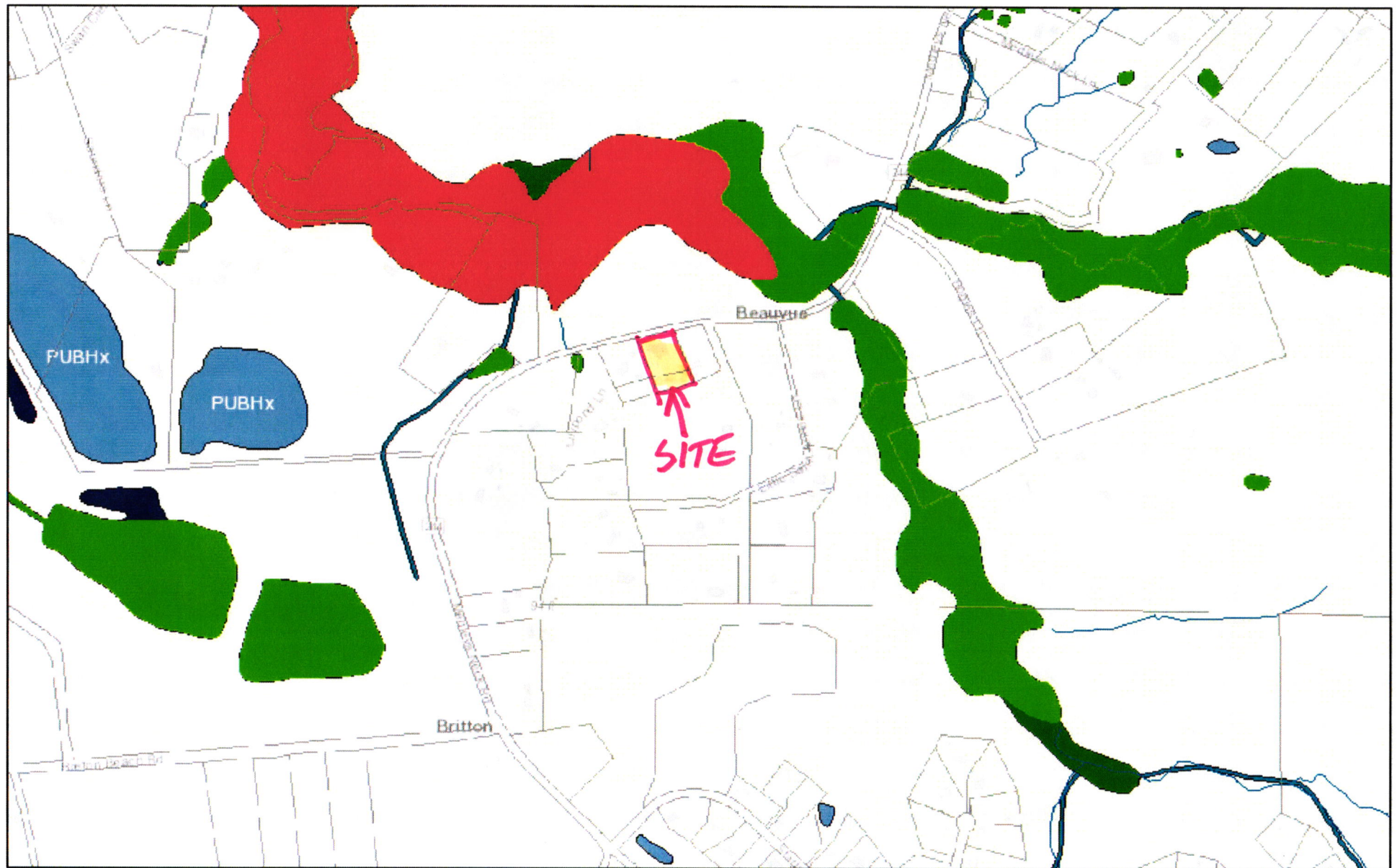
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1972 WETLANDS MAP

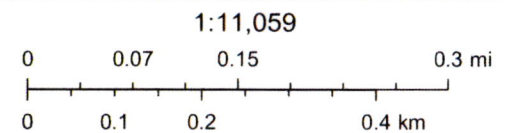
MD iMAP, MDP, SDAT, MD iMap, DNR, MDE, Sources: Esri, HERE, Garmin,

Kevin.Coyne@maryland.gov_maryland



May 6, 2020

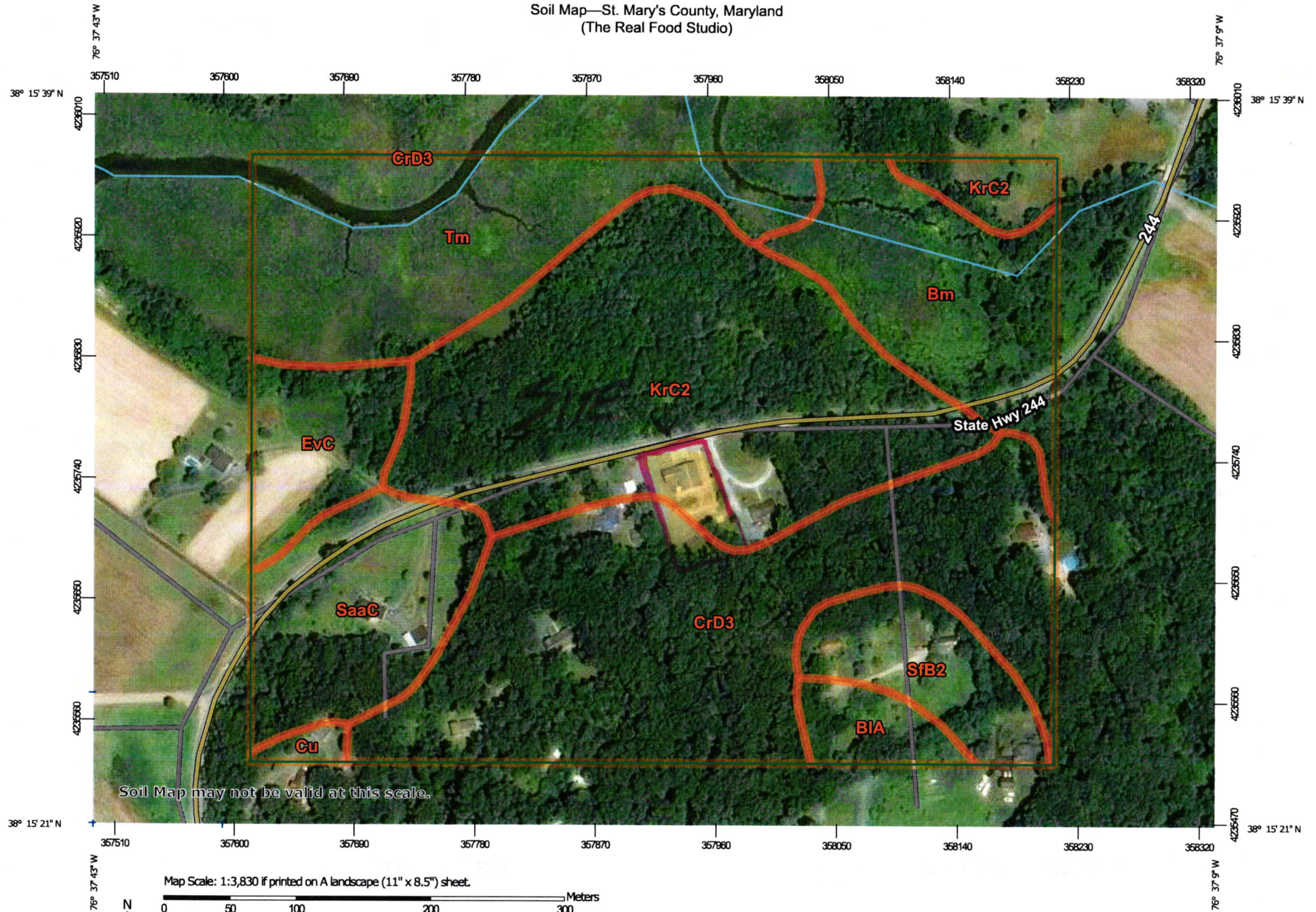
WETLANDS MAP



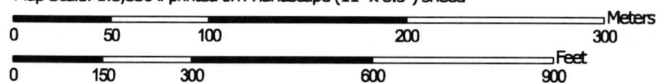
U.S. Fish and Wildlife Service, National Standards and Support Team,

Kevin.Coyne@maryland.gov_maryland

Soil Map—St. Mary's County, Maryland
(The Real Food Studio)



Map Scale: 1:3,830 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge ticks: UTM Zone 18N WGS84



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

5/6/2020
Page 1 of 3

Soil Map—St. Mary's County, Maryland
(The Real Food Studio)

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features

-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot

-  Spoil Area
-  Stony Spot
-  Very Stony Spot
-  Wet Spot
-  Other
-  Special Line Features

Water Features

 Streams and Canals

Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: St. Mary's County, Maryland

Survey Area Data: Version 16, Sep 13, 2019

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 14, 2018—Jun 30, 2019

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BIA	Beltsville silt loam, 0 to 2 percent slopes	1.5	2.2%
Bm	Bibb silt loam, frequently flooded	6.6	9.8%
CrD3	Croom gravelly sandy loam, 10 to 15 percent slopes, severely eroded	17.5	26.1%
Cu	Cut and fill land	0.4	0.6%
EvC	Evesboro loamy sand, 8 to 15 percent slopes	3.2	4.8%
KrC2	Keyport silt loam, 5 to 10 percent slopes, moderately eroded	18.8	28.0%
SaaC	Sassafras sandy loam, 5 to 10 percent slopes, Northern Coastal Plain	5.8	8.6%
SfB2	Sassafras loam, 2 to 5 percent slopes	3.4	5.0%
Tm	Tidal marsh	10.0	14.8%
Totals for Area of Interest		67.2	100.0%