

Howard County Title Services Group
No. 2411652
Tax ID # 04-315006

HC 0179

All Taxes on Assessment ...
to the Collector of Taxes ...
Howard County, Md. by 830101
have been paid. This statement is
for the purpose of permitting recording
and is not assurance against further
taxation even for prior periods, nor
does it guarantee satisfaction of
outstanding tax sales.

This Deed, made this 21st day of July, 2004, by and between Paul Fitze,
Personal Representative of the Estate of Grace E. Fitze, Estate No. 16864 party of the
first part, Grantor; and Samuel Daines, party of the second part, Grantee.

- Witnesseth -

That for and in consideration of the sum of One Hundred Thirty-One
Thousand And 00/100 Dollars (\$131,000.00), which includes the amount of any
outstanding Mortgage or Deed of Trust, if any, the receipt whereof is hereby
acknowledged, the said Grantor does grant and convey to the said Samuel Daines, as
sole owner, in fee simple, all that lot of ground situate in Frederick County, State of
Maryland, and described as follows, that is to say:

BEGINNING for the same at an iron pin set on the North margin of the Maryland Route
#144, it being distant 204 feet and North 73 degrees West from the westernmost outline
of that part of the whole tract described in the deed from Ruth R. Flautt and husband to
Charles J. Fleming dated December 12, 1931, and recorded among the Land Records
of Howard County, in Liber H.S.K. No. 142 folio 431 conveyed to Charles J. Fleming
and running with the said North Margin of the said road, and parallel with and 30 feet
from the center line of the said road,

20
20
655.00
1310.00
655.00
r

- (1) North 73 degrees West 283 feet to an iron pin; thence leaving the road and running,
- (2) North 23-3/4 degrees East 129 feet to an iron pin;
- (3) South 64-3/4 degrees East 265. 2 feet to an iron pin; thence
- (4) South 15 degrees West 115 feet to the beginning, containing 33,700 square feet of land, more or less.

Created
1960
@ 353
1515

which has an address of 16940 Route 144, Mount Airy, MD 21771

Subject to covenants, easements and restrictions of record.

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

To Have and To Hold the said tract 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 Samuel Daines, as sole owner, in fee simple.

BEING the same property described in Liber 430 folio 127, among the said Land records.

And the said party of the first part hereby covenants that he has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that he will warrant specially the property hereby granted; and that he will execute such further assurances of the same as may be requisite.

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

WITNESS:

Paul Fitze P.R. {Seal}
Paul Fitze, Personal Representative

STATE OF MARYLAND, COUNTY OF HOWARD, to wit:

I hereby certify that on this 21st day of July, 2004, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Paul Fitze, Personal Representative of the Estate of Grace E. Fitze, the Grantor herein, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the same for the purposes therein contained, and further acknowledged the foregoing Deed to be her act, and in my presence signed and sealed the same, giving oath under penalties of perjury that the consideration recited herein is correct.

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



Patricia A. Cronin
Notary Public
My commission expires: 4-1-08

THIS IS TO CERTIFY that the within Deed was prepared by, or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

[Signature]

Roger J. Pedersen, Attorney

AFTER RECORDING, PLEASE RETURN TO:
Marathon Title Services Group
5999 Harper's Farm Road
Suite E-150
Columbia, MD 21044

Together with the buildings and improvements thereupon erected, made or being and all and every the rights, alloys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise 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 Harry R. Moore and Vera I. Moore, his wife, as Tenants by the Entireties, the survivor of them and the survivor's

heirs and assigns, in fee simple. Subject to the mortgage as hereinbefore set forth.

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

Witness the hands and seals of said grantors and grantees

TEST:

Ruth M. Blucher
Ruth M. Blucher

Charles J. Fleming (SEAL)
Charles J. Fleming
Olive P. Fleming (SEAL)
Olive P. Fleming
Harry R. Moore (SEAL)
Harry R. Moore
Vera I. Moore (SEAL)
Vera I. Moore

STATE OF MARYLAND, COUNTY OF HOWARD, to wit:

I HEREBY CERTIFY, That on this 28th day of May in the year one thousand nine hundred and Sixty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for Howard County aforesaid, personally appeared Charles J. Fleming and Olive P. Fleming, his wife, and Harry R. Moore and Vera I Moore, his wife

and grantees the above named grantors, and they acknowledged the foregoing Deed to be their act. As Witness my hand and Notarial Seal.

Ruth M. Blucher
Ruth M. Blucher, Notary Public

My Commission expires: 5/3/65
Received for record June 21 1963 at 3:25
o'clock P.M. Same day recorded and examined per
W. Harvey Hill WHH, Clerk



NO TITLE EXAMINATION

This Deed, Made this 28th day of May 1976

In the year one thousand nine hundred and Sixty- Three , by and between Charles J. Fleming and Olive P. Fleming, his wife

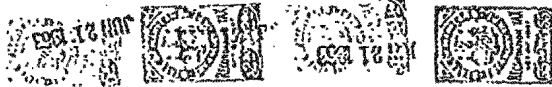
of Howard County----- In the State of Maryland, of the first part, and Harry R. Moore and Vera I. Moore, his wife

of the second part.

Witnesseth, that in consideration of the sum of Five (\$5.00) Dollars and other good and valuable considerations the receipt whereof is hereby acknowledged

thesaid Charles J. Fleming and Olive P. Fleming, his wife

do grant and convey unto thesaid Harry R. Moore and Vera I. Moore, his wife, as Tenants by the Entireties, the survivor of them and the survivor's



heirs and assigns, in fee simple, all parcel ----- of ground, situate, lying and being in County

Fourth Election District of Howard /, aforesaid, and described as follows, that is to say:—BEING part of the land of Charles J. Fleming, situate on the North side of Maryland Route #144, at Poplar Spring, the said part being described as follows:

Beginning for the same at an iron pin set on the North Margin of the Maryland Route #144, it being distant 204 feet and North 73 degrees West from the Westernmost outline of that part of the whole tract described in the deed from Ruth R. Blautt and husband to Charles J. Fleming, dated December 12, 1931 and recorded among the Land Records of Howard County, in Liber H.S.K. No. 142 folio 431 conveyed to Charles J. Fleming, and running with the said North margin of the said road, and parallel with and 30 feet from the center line of the said road,

- (1) North 73 degrees West 283 feet to an iron pin; thence leaving the road and running
- (2) North 23-3/4 degrees E. 129 feet to an iron pin;
- (3) South 64-3/4 degrees East 265.2 feet to an iron pin; thence
- (4) South 15 degrees West 115 feet to the beginning, Containing 33,700 square feet, more or less.

BEING the same parcel of land which by deed dated May 7----- 1963 and recorded among the Land Records of Howard County, Maryland, in Liber W.H.H. 399 folio 790 was granted and conveyed by Donald R. Mathis and wife to the grantors herein.

SUBJECT TO the operation and effect of a mortgage dated March 29, 1960 and recorded among the Land Records of Howard County, Maryland in Liber R.H.M. 353 folio 518 from Donald R. Mathis and Mary M. Mathis, his wife, to the Howard County Federal Savings and Loan Association in the principal amount of NINE THOUSAND FIVE HUNDRED (\$9,500.00) DOLLARS, the balance of which the said Harry R. Moore and Vera I. Moore, his wife, the grantees herein do hereby covenant and agree to pay.



Mailed to Golding Annual 9 July 19, 1976

Spilled to R. L. F. Building etc. Jan. 29, 1965



THIS DEED, Made this *3rd* Day of *December* 1964 by
Bernard F. Goldberg, Assignee, as hereinafter set forth, party
of the first part, Grantor, and Stewart E. Fitze and Grace Fitze,
his wife, parties of the second part, Grantees.

WHEREAS, at a public sale made on the 25th day of
September, 1964, at 10:00 A.M., by the said Bernard F. Goldberg
Assignee in pursuance of the special power and authority vested
in him in and by a certain mortgage from Donald R. Mathis and
Mary M. Mathis, his wife, to Howard County Federal Savings & Loan
Association, a body corporate of the State of Maryland, dated
March 29, 1960, and recorded among the Land Records of Howard
County, Maryland, in Liber 353 folio 518, etc., and duly assigned
to the said Bernard F. Goldberg, which sale was made after default
had occurred under said mortgage, and after due public notice of
sale, and after bond had been duly filed in the Circuit Court for
Howard County in Equity, in a cause therein pending entitled
"Bernard F. Goldberg, Assignee, Vs. Donald R. Mathis and Mary M.
Mathis, his wife," being Equity No. 6380, the parcel of land and
premises hereinafter described, being the property by said
mortgage conveyed, was sold unto Alva S. Ramsburg, Jr., as Agent
for Howard County Federal Savings and Loan Association at and
for the price of Five Thousand (\$5,000.00) Dollars; and

WHEREAS, by an order of the Court passed in the above
entitled cause on November 25, 1964, the said Stewart E. Fitze
and Grace Fitze, his wife, were substituted as purchasers for said
land and premises, and said sale having been duly reported to and
ratified by the said Court, and the purchase money fully paid,
as is hereby acknowledged, the said Attorney is in law duly
authorized to execute a deed for the property to the purchasers.

180R 430 REC 127

430 128

NOW, THEREFORE, THIS DEED WITNESSETH; That the said Bernard F. Goldberg, Assignee, as aforesaid, in consideration of the promises and of the sum of One (\$1.00) Dollar to him by the grantees paid, in execution of the power and authority in him vested by the said mortgage, does grant and convey unto the said Stewart E. Fitze and Grace Fitze, his wife, as Tenants by the Entireties, in fee simple, all that lot or parcel of ground situate and lying in the Fourth Election District of Howard County

BEING part of the land of Charles J. Fleming, situate on the North side of Maryland Route #144, at Poplar Spring, in the Fourth Election District of Howard County, Maryland, the said part being described as follows:

BEGINNING for the same at an iron pin set on the North margin of the Maryland Route #144, it being distant 204 feet and North 73 degrees West from the Westernmost outline of that part of the whole tract described in the deed from Ruth R. Flaatt and husband to Charles J. Fleming dated December 12, 1931, and recorded among the Land Records of Howard County, in Liber H.S.K. No. 142 folio 431 conveyed to Charles J. Fleming and running with the said North Margin of the said road, and parallel with and 30 feet from the center line of the said road,

- (1) North 73 degrees West 283 feet to an iron pin; thence leaving the road and running,
- (2) North 23-3/4 degrees East 129 feet to an iron pin;
- (3) South 64-3/4 degrees East 265.2 feet to an iron pin; thence
- (4) South 15 degrees West 115 feet to the beginning, containing 33,700 square feet of land, more or less.

BEING the same parcel of land which by deed dated March 29, 1960 and recorded among the Land Records of Howard County, Maryland in Liber W.H.H. 353 folio 515 was granted and conveyed by Charles J. Fleming and wife to Donald R. Mathis & wife, and

BEING the same parcel of land which by Deed dated May 7, 1963 and recorded among the Land Records of Howard County aforesaid in Liber W.H.H. 399 folio 790 was granted and conveyed by Donald R. Mathis & wife to Charles Fleming & wife, subject to the aforesaid mortgage, and

ALSO BEING the same parcel of ground which by Deed dated May 28, 1963 , and recorded among the Land Records aforesaid in Liber W.H.H. 402 folio 29 , was granted and conveyed by Charles Fleming & wife to Harry R. Moore and wife, subject to the aforesaid mortgage,

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

TO HAVE AND TO HOLD said land and premises above described, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said Stewart E. Fitze and Grace Fitze, his wife, as tenants by the entireties, forever, in fee simple.

WITNESS the hand and seal of the said Grantor

WITNESS:

Arthur M. Tucker

Bernard F. Goldberg (SEAL)
Bernard F. Goldberg, Assignee

LIBR 430 VOL 129

WHA 430 WAC 130

STATE OF MARYLAND, COUNTY OF HOWARD, TO WIT:

I HEREBY CERTIFY, that on this 3rd day of December
1964, before me, the subscriber, a Notary Public of the State of
Maryland, in and for the County of Howard, personally appeared
Boranard F. Goldberg, Assignee, and he acknowledged the foregoing
deed to be his act as said Assignee.

AS WITNESS MY HAND AND NOTARIAL SEAL,



Reed M. Blumenthal
Notary Public

My Commission expires: 5/3/65

Received for record Jan 6, 1965 at 2:40
o'clock P. M. Same day recorded and examined per
W. Harvey Hill W.H.H., Clerk

*Willed to S. F. Hedley, Jr.
June 28, 1960*

LIBER 353 PAGE 515

FREE-SIMPLE DEED—CODE—City or County—46

This Deed, Made this 29th day of March

in the year one thousand nine hundred and Sixty, by and between Charles J. Fleming and Olive P. Fleming, his wife

of Howard County in the State of Maryland, of the first part, and Donald R. Mathis and Mary M. Mathis, his wife

of the second part.

Witnesseth, that in consideration of the sum of Five (\$5.00) Dollars and other good and valuable considerations the receipt of which is hereby acknowledged

the said Charles J. Fleming and Olive P. Fleming, his wife

does grant and convey unto the said Donald R. Mathis and Mary M. Mathis, his wife

heirs and assigns, in fee simple, all parcel of the ground, situate, lying and being in the County of Howard, aforesaid, and described as follows, that is to say:

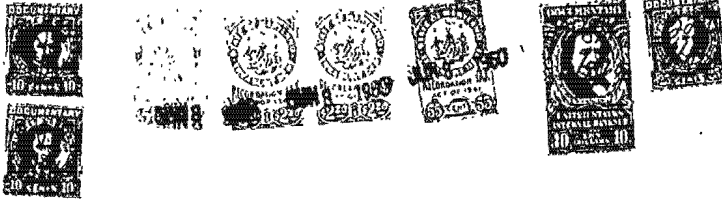
~~Beginning for the~~ Part of the land of Charles J. Fleming, situate on the North side of Maryland Route #144, at Poplar Spring, in the 4th Election District of Howard County, Maryland, the said part being described as follows:

BEGINNING for the same at an iron pin set on the North margin of the Maryland Route #144, it being distant 204 feet and North 73 degrees West from the Westernmost outline of that part of the whole tract described in the deed from Ruth R. Flautt and husband to Charles J. Fleming, dated December 12, 1931, and recorded among the Land Records of Howard County, in Liber H.S.K. No. 142, folio 431, conveyed to Charles J. Fleming, and running with the said North margin of the said road, and parallel with and 30 feet from the center line of the said road,

- (1) North 73 degrees West 283 feet to an iron pin; thence leaving the road and running,
- (2) North 23-3/4 degrees East 129 feet to an iron pin;
- (3) South 64-3/4 degrees East 265.2 feet to an iron pin; thence
- (4) South 15 degrees West 115 feet to the beginning, containing 33,700 square feet of land, more or less.

353 n. 516

BEING part of all that tract of land which by deed dated August 29, 1946 and recorded among the Land Records of Howard County in Liber B.M. Jr. 192 folio 95 was granted and conveyed by John L. Clark, unmarried to Charles J. Fleming and Olive P. Fleming, his wife, the grantors herein



Together with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise 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 Donald R. Mathis and Hary M. Mathis, his wife

-----their heirs and assigns, in fee simple.

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

Witness the hands and seals of said grantors

TEST:

Ruth M. Blucher
Ruth M. Blucher

Charles J. Fleming (SEAL)
Charles J. Fleming

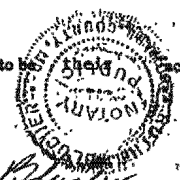
Olive P. Fleming (SEAL)
Olive P. Fleming

STATE OF MARYLAND, Howard County

, to wit:

I HEREBY CERTIFY, That on this 29th day of March in the year one thousand nine hundred and Sixty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Howard County aforesaid, personally appeared Charles J. Fleming and Olive P. Fleming, his wife

the above named grantors, and they acknowledged the foregoing Deed to be their act. As Witness my hand and Notarial Seal.



Ruth M. Blucher
Ruth M. Blucher
Notary Public.

My Commission expires May 1, 1961

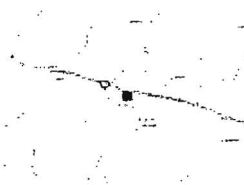
Received for record June 8-1960 at 3:40 o'clock P. M. Same day recorded and examined per Roby H. Mallinix, Clerk.



Aerial Photo



Tax Map



Location Map

Sale On Premises
16940 ROUTE 144
(a/k/a/ 16940 Frederick Rd.)
Just South of I-95 (Exit 73)
HOWARD CO., MD 21771

MONDAY, FEBRUARY 9, 2009
AT 12:15 P.M.

For directions from your location, visit: maps.live.com

Under and by virtue of the power of sale contained in a certain Deed of Trust from Samuel Daines to Charles W. Schroyer, Trustee for the benefit of The Charles W. Schroyer Trust, dated July 21, 2004, and recorded among the Land Records of Howard County, in Liber 8594, folio 99, the holder of the indebtedness secured thereby having appointed Richard G. Solomon to act as Substitute Trustee by instrument duly executed, acknowledged and recorded among the Land Records aforesaid, default having occurred under the terms thereof and at the request of the party secured thereby, the undersigned Substitute Trustee will sell at Public Auction, on the premises, the following:

All that fee simple lot of ground and the improvements thereon, situate and lying in Howard County, State of Maryland, and being more fully described in the above referenced Deed of Trust.

The property is an unimproved lot fronts 283' along Frederick Rd., with depths of 129' and 115' and a rear lot line of 265.2', comprising 0.775 acre, more or less and is identified by SDAT Account #04-315006. Zoned RCDEO, residential.

LEGAL DESCRIPTION (pdf)

TERMS OF SALE: A \$7,500 deposit, payable by certified check or cashier's check, will be required of the purchaser at time and place of sale. The deposit is to be increased to 10% of the purchase price within 24 hours at the office of the Auctioneers. The holder of the indebtedness, if a bidder at the sale, shall not be required to post a deposit. Balance to be paid in cash at settlement, which shall take place within ten (10) business days following final ratification of the sale by the Circuit Court for Howard County at the offices of the Substitute Trustee. If payment of the balance does not take place within the specified time, the deposit will be forfeited and the property may be resold at the risk and expense of the purchaser. Interest to be charged on the unpaid purchase money, at the rate stated in the foreclosed Deed of Trust, from date of sale to date of settlement. All adjustments as of date of sale. Taxes and all other public charges and assessments payable on an annual basis, including sanitary and/or metropolitan district charges, if any, to be adjusted for the current year to date of sale and assumed thereafter by the purchaser. The property will be sold in "AS IS" condition, without express or implied warranty as to the nature and description of the improvements as contained herein; and subject to easements, agreements, restrictions or covenants of record affecting same, if any. Purchaser shall be responsible for obtaining physical possession of the property and assumes the risk of loss or damage to the property from the date of sale forward. The purchaser waives and releases the Substitute Trustee, the holder of the indebtedness, the Auctioneers, and their respective agents, successors and assigns from any and all claims the purchaser and/or its successors and assigns may now have or may have in the future relating to the condition of the property, including but not limited to the environmental condition thereof. If the Substitute Trustee is unable to convey good and marketable title, the purchaser's sole remedy in law or equity shall be limited to the refund of the deposit. Upon refund of the deposit this sale shall be null and void and of no effect, and the purchaser shall have no further claim against the Substitute Trustee, Noteholder or Auctioneer. Cost of all recordation and transfer taxes to be paid by the purchaser. Recordation costs, transfer taxes and all other costs incident to settlement, including a \$295 document review fee by the Seller's attorney, to be paid by the purchaser. Time shall be of the essence for the purchaser. **No Buyer's Premium!**