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between GUARANTEED REALTY CORPORATION, a body corporate, duly incorporated under the laws of the State of Maryland, party of the first part, AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated under the laws of the U. S. of America, Mortgages, party of the second part, FEDERATED CORFORATION OF MARTLAND, a body corporate, duly incorporated under the laws of the State of Maryland, Mortgages, party of the third part, BART INVESTORS CORP., a body corporate, duly incorporated under the laws of the State of New York, Mortgages, party of the fourth part, and HELEN B. RYAN, Unmarried, of the City of Baltimore, State of Maryland, party of the fifth part, hereinafter called "Grantee".

WHEREAS, the Guaranteed Realty Corporation is the owner of all of the lands hereinafter described, and the parties of the second, third, and fourth parts are the holders of mortgages on part or all of the lands herefourth parts are the holders of mortgages on part or all of the lands hereinafter described; and said Guaranteed Realty Corporation intends to subdivide all of the property hereinafter described, said subdivision to be known as "Cloverfields", and it is the desire of the parties to this deed, including the party of the fifth part, to impose the restrictions, covenants, conditions, and agreements hereinafter set forth.

WITTESSETH, That for and in consideration of the sum of Five Dollars (05.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Guaranteed Realty Corporation does grant and convey unto the said Helen B. Ryan, Unmarried, her heirs, personal representatives and assigns, in fee simple, all those lots or parcels of ground situate, lying and being in the Fourth Election District of Quaen Anne's County, State of Maryland, to wit: and described as follows:

BECINNING FOR THE FIRST: ALL That farm or tract of land known as "FAIRVIZE", "THE SKINNER HOME FAPM," "CLOVERFIELD," or by whatsoever other name or names the same may be known, which may be described as follows; according to a survey thereof made by John C. Fisher, Surveyor, under date of October 24th and 28th, 1942; to wit:

of October 24th and 28th, 1942, to with EXERCING for the outlines thereof at the southeast corner, be 18 the northeast corner for the John Benton Farm at the low water mark of Chester River, thence binding with the John Benton Land to a point within about 75 River, thence binding with the John Benton Land to a point within about 75 reat of the bank, thence north 64 degrees 30 minutes west 1230 feet to a stake, thence south 6 degrees 15 minutes wost 555 feet to a stake on the bank of an thence south 6 degrees 15 minutes wost 555 feet to a stake on the bank of an ince yost, thence with land of Phillip Grollman (being the land horeafter fence yost, thence north 57 degrees 30 minutes west 55 feet, thence north 11 degrees described as Farcel No. 2) north 6 degrees 30 minutes west 55 feet, thence north 13 degrees 30 minutes west 198 feet, thence north 16 degrees 30 minutes west 13 degrees 30 minutes west 198 feet, and south 63 degrees 15 minutes west 2298 couth side of said yoad or right of way south 63 degrees 15 minutes west 2298 feet to the east side of the old County Road Leading from Stevenaville to Love feet of said right of way, thence north 63 degrees 15 minutes east 1687 ft. to a side of said right of way, thence north 63 degrees 15 minutes east 1687 ft. to a side of said right of way, thence south 63 degrees 15 minutes east 1687 ft. to a side of said right of way, thence south 63 degrees 15 minutes east 1687 ft. to a side of said right of way, thence south 63 degrees 15 minutes east 1687 ft. to a side of said right of way, thence south 63 degrees 15 minutes east 1687 ft. to a side of the Henry Grollman Land, thence with same south 85 degrees post on line of the Henry Grollman Land, thence with same south 85 degrees

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LIBER 46 PAGE 530

45 minutes east 1429 feet to a fence post, thence south 85 degrees 15 minutes east 1170 feet to the aforesaid Chester River, thence continuing the same course to mean low water mark, thence with the mean low water mark of said river to the place of beginging; containing 124 acres of land, more or less.

BEING the same tract of land described in a deed dated January 2, 1959, from David W. Michols and Olive J. Michols, his wife, to Quaranteed Realty Corporation, and recorded among the Land Mecords of Queen Anne's County in Liber T.S.P. No. 45, folio 501.

SAVING AND EXCEPTING THEREFROM, NEVERTHELESS, all those parts or parcels of said farms or tract of land which have been sold off and conveyed therefrom by a Deed from David Monroe Michols and wife unto George H. Barker and Catherine L. Barker, his wife, by Deed dated October 26, 1949, and recorded among the aforesaid Land Records in Liber N.B.W. No. 4, folio 346, and which said parts or parcels are described by a survey thereof made by John C. Fisher, Surveyor, on January 16, 1948, as follows:

BEGINNING for the outlinus of the first thereof at a stake at the northwest corner of the John Benton Land, thence with same south bh degrees east 1000 feet to a stake on bank of Chester Hiver, thence continuing on same course to low water mark of said river, thence in a northerly direction 150 feet, thence north bh degrees west to a post on bank of said river, thence north bh degrees west 050 feet to a post on the east side of a 20 foot private road, thence with same south 6 degrees 15 minutes west 150 feet to the place of beginning; containing 3.8 acres more or less.

Printed 03/24/2024

Date available 04/07/2005.

CE58 188.

0530, MSA

46, p.

IEEN ANNE'S COUNTY CIRCUIT COURT (Land Records) TSP

BEGINNING for the outlines of the second thereof at a post on the east side of a 20 foot private road 150 feet north of the corner of the John Benton Lend, thence south 81 degrees east 880 feet binding on the lot of ground herein firstly described, to a post on the bank of the Chester River, thence continuing the same course to the low water mark of said river, thence in a northerly direction 150 feet, thence north 81 degrees west to a post on bank of said river, thence north 81 degrees west 722 feet to a post on the east side of a 20 foot private road, thence with same south 6 degrees 15 minutes west 150 feet to the place of beginning; containing 3.6 acres, more or less.

TOGETHER with the right and privilege for the use in common with other properties binding thereon of a right of way 20 feet wide for the purposes of increas and egress to and from the two properties hereinabove described, and the County Road, and described as follows, that is to say:

ECOINNING for the outlines thereof at a stone at the northwest corner of the Phillip Grollman Store, and on the east side of the Old County Road leading to Love Point Mharf, thence with same north 16 degrees 15 minutes west 20 feet to a stake, thence morth 83 degrees 30 minutes east 1092 feet to a stake, thence north 84 degrees 30 minutes east 1102 feet to a stake, thence north 85 degrees 30 minutes east 161 feet to a stake, thence north 6 degrees 15 minutes east 835 feet to a stake, thence south 84 degrees enst 20 feet to a stake, thence south 6 degrees 15 minutes west 855 feet to a stake, thence south 85 degrees 30 minutes west 161 feet to a stake, thence south 84 degrees 30 minutes west 1102 feet to a stake, thence south 84 degrees 30 minutes west 1102 feet to a stake, thence north 83 degrees 30 minutes west 1092 feet to the place of beginning. Leaving a net acreage contained in Parcel No. 1 and hereby conveyed as such Parcel No. 1 of 116.6 acres of Land, more or less.

BEGINNING FOR THE SECOND: ALL That lot, tract or percel of land which may be described as follows, according to a survey thereof made by John C. Fisher, Surveyor, under date of November 2, 1943, as follows:

-2-

BROINWING for the outlines thereof at the northwest corner for this land and at the south side of a 20 foot right of way and in the center of the County Hoad shows referred to, thence with the center of said County Hoad south 17 degrees 15 minutes east 702 feet to the corner of other land of Phillip Grollman, thence with same (and with Parcel No. 3 hereafter described) north 03 degrees 15 minutes east 1097 feet to a stone, thence morth 04 degrees 30 minutes east 1102 feet to a fence post, thence with Parcel No. 1 above described, north 6 degrees east 190 feet, north 11 degrees west 254 feet, north 57 degrees 30 minutes west 55 feet, north 13 degrees 30 minutes west 198 feet, north 16 degrees 30 minutes west 710 feet to the south side of a 20 foot right of way, thence with same, south 63 degrees 15 minutes west 228 feet to the place of beginning; containing 53.7 acres of land, more or less.

REINO the same treat of land described in a deed dated January 2, 1959, from David M. Nichols and Olive J. Nichols, his wife, to Guaranteed Healty Corporation, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 15, folio 501.

BEGINNING FOR THE THIRD: ALL That farm or tract of land known as "CLOVIZFIELD," "THE CARDDINE FARM," "THE RACE TRACK FARM," "THE NANDIE M. LEOG FARM," or by whatsoever other name or names the same may be called or known, which is described according to a survey thereof made by John C. Fisher, Surveyor, on November 14th and 17th, 1944, as follows:

Printed 03/24/202

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CE58 188.

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(Land Records) TSP

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Fisher, Surveyor, on November 14th and 17th, 1914, as follows: BEGINNING for the outlines thereof in the center of the Old Love Point Ko ad end at the southwest corner of the Phillip Grollman Store Lot, thence with the center of said road south 16 degrees 15 minutes east 821 feet to a curve in said road, thence south 26 degrees 30 minutes west 2240 feet to the northwest corner of the Colored Church Lot, thence with the same south 58 degrees 15 minutes east 577 feet to the center of a Gounty Road, thence with same the three following courses, north 68 degrees 15 minutes east 261 feet, north 77 degrees east 187 feet, north 60 degrees 15 minutes east 261 feet, north 77 degrees east 187 feet, north 60 degrees 16 minutes east 139 feet to the end of said road, thence with the west side of a private road the two following courses, north 50 degrees east 1175 feet to a stake, thence north 66 degrees east 126 feet to a fence post on the east side of a large ditch, thence with the east side of same and land of John Benton, north 15 degrees 15 minutes west 314 feet to a stake, thence north 1/2 degree east 363 feet to a stake, thence north 7 degrees east 518 feet to a stake, thence leaving asid ditch south 86 degrees 30 minuten east 277 feat to a fence post, thence north 6 degrees 15 minutes east 850 feet to a stake, being a corner for Parcel 30.1 above described, thence with same south 86 degrees 10 minutes west 101 feet to a fence int on the south side of a 20 foot pight of way (once used in connection with the 19.6 acress portion of Parcel No. 1 prior to its reacquisition by David Monroe Nochols and wife as aforesaid) said last named fence post marking the southeast cornar of Farcel No. 2 above described, thence with 81 degrees 10 minutes west 192 feet to the northeast corner for the aforesand 11111p for liman diore Lot, thence with the same south 16 degrees 15 minutes east 50 feet to a stake, thence south 83 degrees 30 minutes east 50 feet to a stake, thence south 83 degrees 30 minutes wast 12

BKINO the same tract of land described in a deed dated January 2, 1959, from David M. Nichols and Dlive J. Nichols, his wife, to Guaranteed Realty Corporation, and recorded among the Land Records of Queen Anne's County in Liber T.S.F. No. 45, folio 501.

The above three parcels of land contain an aggregate of 337.66 acres of land, more or less.

-3-

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BEGINNING FOR THE FOURTH: ALL That tract of land located in the Fourth Election District of Queen Anne's County, Maryland, bounded on the north by Chester River Road, on the east by the property of A. Orollman and other lands of David M. Nichols and Olive J. Nichols, on the south by other lands of David M. Nichols and Olive J. Nichols, and on the west by the forlands of David M. Nichols and Olive J. Nichols, and on the west by the forlowing properties: T. Walter White, et al, Old Love Point Road and John W. Hewkins and Audrey V. Hewkins and more particularly described as follows:

1. BEDINNING AT A FOIRT on Chester River Road where the south right of way line of Chester River Road intersects the east property line of the adjoining John W. Hawkins, et ux., property (established by the James H. Ludlow Associates survey of April, 1957); said point of beginning being north 77 degrees 16 fest east a distance of 751.09 fest from the point of intersection of the south right of way line of Chester Hiver Road with the east right of way line of Old Love Foint Road (the present right of way of each road being 50 fest in width); said point of beginning also marking the northeast corner of the John W. Hawkins et ux. property, and the northwest corner of the tract being described:

2. Thence north 77 degrees 16 feet east a distance of 776.40 feet to a point in the center of the drainage ditch dividing the tract being described from the land of A. Orollman;

3. Thence leaving the south right of way line of Chester River Road and turning south along the centerline of the above mentioned drainage ditch the following two courses (established by the James H. Ludlow Associates survey of April, 1957):

Printed 03/24/2024

Date available 04/07/2005.

p. 0532, MSA_CE58_188.

ANNE'S COUNTY CIRCUIT COURT (Land Records) TSP 46,

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a. South 19 degrees 10 feet east a distance of 529.88 feet,
b. South 25 degrees 58 feet east a distance of 150.85 feet to an iron pipe in the bottom of above mentioned drainage ditch marking the wouthwest corner of the adjoining A. Oroliman property, and the northwest corner of other lands (Cloverfield Farm) of David M. Nichols and Olive J. Nichols, his wife.

4. Thence South 21 degrees 19 feet east a distance of 1831.80 feet to an iron pipe marking the southeast corner of the tract being described; this course marking the line of division between the tract being described and other lands of David M. Michols and Olive J. Nichols, his wife (Cloverfield Farm) the location of said line of division having been established by the James H. Ludlow Associates survey of April, 1957;

5. Thence south 67 degrees 21 fest west a distance of 1117.80 fest to an iron pipe marking the southwest corner of the tract being described;

6. Thence north 14 degrees 50 fast west a distance of 422.61 feet to an iron pipe corner marker;

7. Thence north 84 degrees 53 feet west a distance of 579.51 feet to a point on the east right of way line of Old Love Fuint Hoad;

8. Thence following the east right of way line of Old Love Point Road North 18 degrees 35 feet west a distance of 50.01 feet to an iron pipe corner marker:

9. Thence leaving the east right of way line of Old Love Point Road and turning south 84 degrees 53 feet east a distance of 579.51 feet to an iron pipe corner marker;

10. Thence north 71 degrees 25 feet east a distance of 200.00 feet to an iron pipe corner marker;

Il. Thence north 18 degrees 35 feet west a distance of 2190.89 feet to a point on the south right of way line of Chester River Road, this being the place first mentioned and point of beginning. The above tract of land as described contains 51.88 acres, more or less.

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BEING all of the same lands nonveyed by Charles B. Kelly and Mary A. Kelly, his wife, to Guaranteed Healty Corporation, by Deed recorded among the Land Hecords of Queen Annets County on January 22, 1959, in Liber T.S.F. No. 45, folio 498.

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Printed 03/24/2024

p. 0533, MSA_CE58_188. Date available 04/07/2005.

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TOGETHER with the buildings and improvements thereon erected, made or being, and all and every the rights, roads, and/or alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise

TO HAVE AND TO HOLD said lots or parcels of 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 Orantee, her heirs, personal representatives and sasigns, in fee simple, forever, SUNJKOT, HOWEVER, to the following restrictions, conditions, covenants, and agreements:---

1: All lots in Gloverfields shall be for residential use only and not for purposes of any trade or business whatsoever. Structures erected on any one lot shall consist of the main dwelling or residence for the occupancy of one family only, together with private garave and other structures appurtenant to the main residence or to be used in connection therowith and on no lot shall more be more than one main dwelling and on no lot shall more than one family occupy the main dwelling or any structure appurtenant thereto. The main family occupy the main dwelling or any structure appurtenant thereto. The main dwelling or residence on any lot shall have a setback from the front line of said lot to be determined by Guaranteed Healty Corporation when the Owner submits the building plans for approval as required by Restriction No. 2. The main from each side, and a setback from the rear line of at least ten (10) friet from each side, and a setback from the rear line of at least ten (10) friet the time building plans are submitted for approval.

1-A. The right to construct, maintain and use water fowl or duck blinds in or upon waters sijacent to and bordering said development hereby is reserved fully and exclusively to (Araranteed Realty Corporation, its successors and licensees. No such right shall accrue by reason of purchase or otherwise to any Owner of lots in said development. Upland game hunting by lot Owners is strictly prohibited in said development.

2. No residence, dwelling, warege or other structure appartement to the residence shall be erected or built on said land, nor shall any addition to or change or altoration therein he made, until the plans and specifications for such structure or elterations and location thereof are submitted to and approved by Guaranteed Healty Corporation, or its successors in the ownership or development of the entire tract, or its dily authorized agents. Written permission must be obtained from Guaranteed Realty Corporation to construct or maintain fences, wells, hedges, buildings, piers, bosthouses, bulkhoads, bathnouses, and outbuildings.

3. All detached garages and other outbuildings of any kind whatsoever shall be in the rear of the dwelling but shall not be within ten (10) feet of the rear boundary of the lot nor within ten (10) feet of the dividing lines of said lot.

-5-

LIBER 46 PAGE 534

4. No trees shall be out and no excavations shall be made on the premises except for the purpose of building thereon and at the time when the building operations are commenced and no earth or sand shall be removed from said premises except as a part of such excavations.

5. Free and open spaces shall be left on both sides and to the rear and to the front of every building, structure, dwelling, or part thereof, erected on the said lot, which free and open spaces shall extend the full length of all lots and shall be not less than ten (10) feet in width from the dividing lines from the front and from the rear of said lots.

6. No privy of any kind shall be allowed on said property, but each house shall have inside toilets with adequate water supply and septic tank installation for disposal of senage approved by the Maryland State Board of Health.

7. No noticula or offensive trade shall be carried on or upon any lot nor shall snything be done or kept thereon which may be or become any annoyance or nuisance to the neighbors.

8. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

Printed 03/24/2024

Date available 04/07/2005.

CE58 188.

0534. MSA

46, p.

ANNE'S COUNTY CIRCUIT COURT (Land Records) TSP

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9. In order to preserve or improve the views of land and water, nills and valleys, obtainable on and from the various lots shown on the said plat, and to promote the free movement of breeses and prevent the harboring places for flies, mosquitos and other insects, Guaranteed Realty Corporation reserves the right to trim any trees or shrubbery now or hereafter standing in waid tract which may, in its opinion, destroy or interfere with such views or the free movement of breezes, or furnish harboring places for flies, monquitos or other insects.

10. The land hereby conveyed shall, in respect to that part of it hich comprises the beds of roads contained in said subdivision or bordering therec be subject to an easement in favor of the Owners and occupants of lots and houses bordering other parts of the said road or roads in respect to the free and common use of the said road or roads, both for the purpose of passare to and from and for the laying or erecting of water pipes, gas pipes, electric poles or other public utilities to be used in common by the Owners and/or occupants of the suffice tract, and further, that the Owners or Owner of any lot will join in a petition to the proper governmental authorities, that these roads be taken over by the County as public roads under a proper deed of dedication to be signed by such Owner or Owners at such time when two-thirds of the Owners of the lots along such road or roads shall demand.

11. Onaranteed Realty Corporation hereby reserves the right in its absolute discretion at any time to annul. waive, change or modify any of the restrictions, covenants, conditions, agreements or provisions conteined herein, as to any part of said tract then owned, and with the consent of the Owner as to any other land included in said tract; and to grade, change the grade of, or regrade any street, road or lane shown on said plat, and shall have the further right before a sale to change the size of, locate or relocate any of the lots shown on the said plat.

12. Easements and rights of way are hereby expressly reserved in and over the strips of ground five feet in width along the front and rear lines of the lots for the purpose of erecting, constructing and maintaining wires and the necessary or proper stachments in connection therewith for the transmission of electricity and for telephones and other public utilities or functions, and the Quaranteed Realty Corporation, its successors or nominees shall have the right to enter upon said reserved strips of land for any of the purposes for which said easements and rights are reserved as above set forth.

-6-

ILER 46 PAGE 535

13. The provisions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by the Quaranteed Realty Corporation or the Owner of any land included in said tract, their respective personal representatives, heirs, successors, and assigns. Failure by the Guaranteed Realty Corporation or any land Owner to enforce any restriction, condition, covenant, or agreement herein contained shall in no event be desmed a waiver of the right to do so thereafter to one occurring prior or subsequent thereto; and the declared invalidity of any one or more of the provisions herein shall not affect the validity of the others.

14. Any or all of the rights and powers, titles, essements and estates reserved or given to the Guaranteed Realty Corporation in this agreement may be assigned to any one or more corporations or associations that will agree to assume the enforcement of said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purposes of avidencing its acceptance of such rights and powers; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Guaranteed Realty Corporation, said Corporation thereupon being released therefrom.

15. Ouarantsed Realty Corporation or its muccessor, in the enforcement of these rentrictions, shall be entitled to collect from the Contract Nurchaser or the Owner of any lot in Cloverfields a sum not to exceed Twenty Dollars (\$20.00) per year for each and every lot mold, accounting from January 1, 1960; said sum to be used for the management, supervision, and maintenance or the recreational facilities at Clovorfields.

At such time as Quaranteed Realty Corporation or its successor shall form an association of the Furchasers and Owners of the lots in this subdivision for the purpose of taking title to and operating the recreational facilities, each Furchaser or Owner expressly agrees to join and maintain membership in such association and to accept and abide in all rules and regulations for the conduct of such association.

Quaranteed Realty Corporation or its successors. However, reserves the right to the management, supervision and control of all of the facilities at Cloverfields, recreational and otherwise, until such time as seventy-five percent (75%) of all of the lots in Cloverfields have been sold.

AND the said Guaranteed Realty Corporation will warrant specially

the property hereby granted and conveyed, and it will execute such further

assurances of the same as may be requisite.

Printed 03/24/2024

04/07/2005.

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JEEN ANNE'S COUNTY CIRCUIT COURT (Land Records) TSP

THE parties of the second part, third part, and fourth part, Mortgagees, join in the execution of this Deed for the purpose of consenting to the imposition of the above recited restrictions, covenants, conditions, and agreements, on the property named herein, which is covered by their respective mortgages.

-7-

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<u>د ک</u> WITNESS the hand of ______ David M. Nichols ______ Prusident of Ouaranteed Realty Corporation, a body corporate, duly incorporated under the laws of the State of Maryland, and its corporate seal hereto affixed, both duly attested. 01+ QUARANTEED REALTY CORPORATION ્દો WITNESS: 0 By Quer M Ì Ruc J. Kulmin WITNESS the hand of <u>John L. Fisher</u>. President of Aurora Federal Savings and Loan Association, a body corporate, duly incor-prated under the laws of the U. S. of America, and its corporate seal hereto affixed, both duly attested. Saulnos ann Ig AURORA DEDETAL SAVINGS AND LOAN AUSOCIATION lon Federal WI THESS: Λ Elsie Crostro J Л esident 1093 John L. Fisher Elsie Curtis WITNESS the hand of <u>The BLAC</u> President of Federated Corporation of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, and its corporate seal hereto affired, both duly attested. FEDERATED CORPORATION OF MARYLAND D. P. to WITNESS: 0.5j2 : GUIL Feisalden By: 000020 WITNESS the hand of Louis L, ALTMAN, President of Bart Investors Corp., a body corporate, duly incorporated under the laws pr the State of New York, and its corporate seal hereto affixed, both filly Aven REOD ... RP. 1 BART INVESTORS CORP. WITNESS iuin Fil Dyi VUV NI BTATE OF to wits I HEREBY CERTIFY, That on this 20 16 day of <u>Here 6</u>, 1959, before me, the subscriber, a Notary Public of the State of <u>Here 6</u>, 1959, in and for the City or County aforesaid, personally appeared <u>Dayid M.</u> <u>Nichols</u>, Fresident of Quaranteed Realty Corporation, a tody corporate, <u>Billy incorporated under the laws of the State of Maryland</u>, the above named ternitor, and he made oath in due form of law that the above deed is the act of Paid body corporate. WITNESS my hand and Notarial Seal. WOTANY PUBLIC 1 ---

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ANNE'S COUNTY CIRCUIT COURT (Land Records) TSP 46, p. 0536, MSA_CE58_188. Date available 04/07/2005. Printed 03/24/2024.

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Elsie Curtis My commission expires May 4, 1959

WITNESS my hand and Notarial Seal.

STATE OF NUW Y.A.K.

to wit: CITY ON COUNTY OF WANT HAT TWA.

I HEREDY CHRITIFY, That on this 14 day of MAR.H., 1959, before me, the subscriber, a Hotary Public of the State of Arr.H. 1959, in and for the City or County aforesaid, permanally appeared <u>Frank</u>. A LAY ... Freqident of Federated Corporation of Maryland, a Maryland porate, July incorporated under the Jawa of the State of Maryland, the within named Mortgagne, and he made oath in due form of law that the phove deed is the act of said body corporate.

WITHKIS my hand and Notarial Seal.

STATE OF HOW FORK ,

JEEN ANNE'S COUNTY CIRCUIT COURT (Land Records) TSP 46, p. 0537, MSA_CE58_188. Date available 04/07/2005. Printed 03/24/2024

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OTTY OR COUNTY OF WOITCHELTAN

ASSIGNMENT recorded in Liber C.W.C. No. 14, folio 505, a Land Record for Queen Anne's County.

FOR THE WEEK A CONTRACT Les Aber 0.9.0. Bo, 90, folio 72, a four te cord for Gueen A. note County.

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WT NE33 my hand and Notarial Seal.