separations one hour, each tenant a separate independent exit, smoke detectors, etc., etc. If the building with the garage is a multiple tenant see Section K. These abbreviated comments reflect only on the information provided by the drawings submitted to the Diffice 608.1 Or

of Planning and Zoning and are not intended to be construed as the full extent of any permit. If derived the applicant may obtain additional information by visiting Room 122 of the County Office Building at 111

W. Chesaper's Avenue, Towson, Maryland 2120h.

See Below:

as amended in Bill #17-85 is applicable.

Marles & Leunham.

If a legitimate permit for multifamily use was issued then 103.1

() 7. The Fire Prevention Bureau has no comments, at this time.

Fird Prevention Bureau

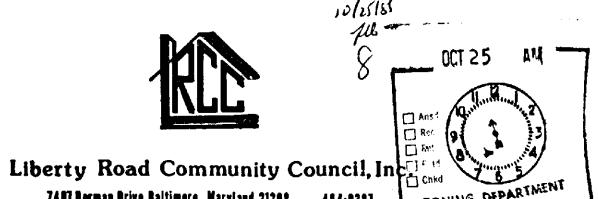
REVIEWER: Lit Oseph Kelly 9/14/15 Approved:
Planning Group

Special Inspection Division

Pursuant to the advertisement, posting of property, and public hearing on the Petition and it appearing that strict compliance with the Baltimore County Zoning Regulations would/would not result in practical difficulty and unreasonable hardship upon the Petitioner(s) and the granting of the variance(s) requested will/will not adversely affect the health, safety, and general welfare of the community, the variance(s) should /should not be granted.

Therefore, IT IS ORDERED by the Zoning Commissioner of Baltimore County, this day of ______, 19_____, that the herein Petition for Variance(s) to permit





7407 Dorman Drive Baltimore, Maryland 21208 October 24, 1985

Mr. Arnold Jablon Zoning Commissioner County Office Building

Towson, MD 21204

Dear Commissioner Jablon:

Pursuant to the petition by Mercedes King for a zoning variance from Section 402.1 to permit a side yard setback of 16 feet instead of the required 25 feet for an exisiting multi-family dwelling, the Liberty Road Community Council supports the petitioners request. At the general meeting held on Tuesday, October 8, 1985, the membership cast a unanimous vote to support the petitioner. The consensus was that since the property has been used as a triplex since 1954 and is currently being used as one, the petitioner's request would merely legalize a situation that currently extists.

Additionally, the communities along Liberty Road welcome home owners such as the Kings. Mr. & Mrs. King are community oriented individuals, with impeccable characters. They would be an asset in our community. Aside from these facts, they are the kind of potential homeowners who would keep their property in excellent shape, thereby enhancing our neighborhood. Consequently, we appeal to you to grant the petitioners the zoning variance.

Respectfully,

Ella Campbell

CC: Mr. & Mrs. Mercedes King

PETTIONER'S EXHIBIT /

Working Together For Community Progress

PETITION FOR ZONING VARIANCE TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Variance from Section 402.1 to permit a side yard setback of 16 feet instead of the required 25 feet for an existing multi-family dwelling.

36-174-A

of the Zorung Regulations of Baltimore County, to the Zoring Law of Baltimore County; for the following reasons: (indicate hardship or practical difficulty) See cover letter for detailed position regarding hardship

Property is to a posted and advertised as prescribed by Zoning Regulations. I, or we, agree to pay expenses of above Variance advertising, posting, etc., upon filing of this petition, and further agree to and are to be bound by the zoning regulations and restrictions of Baltimore County adopted pursuant to the Zoning Law For Baltimore County.

I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition. Mercedes H. Kin 3900 16th Street N.W. GARY M BORROLLY Address # 138 (Type or Print Name) Attorney for Petitioner: 6106 110KETY TELL TYY-7724 Silver Spri s, Maryland 20910 Attorney McCants (301) 588-1850 Attorney's Telephone No.: __(301)_588-1850.

OPDERED By The Zoning Commissioner of Baltimore County, this ____17th of _____September_____, 19.85., that the subject matter of this petition be advertised, as required by the Zoning Law of Baltimore County, in two newspapers of general circulation throughout Baltimore County, that property be posted, and that the public hearing be had before the Zoning Commissioner of Baltimore County in Room 106, County Office Building in Towson, Baltimore County, on the ______8th ____day of __October _____, 1985 __at 10:00 o'clock

BEFORE THE and Sylvan Drive (6606 Liberty * ZONING COMMISSIONER

OF BALTIMORE COUNTY District Case No. 86-174-A Gary M. Boardley, et ux,

Petitioners #

as more particularly described on Petitioners' Exhibit 2.

IN RE: PETITION ZONING VARIANCE

NW/corner of Liberty Terrace

Terrace) - 3rd Election

. FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Petitioners herein request a variance to permit a side yard setback of 16 feet instead of the required 25 feet for an existing multi-family dwelling,

The Petitioners, by their Contract Purchaser, Mercedes King, appeared and testified and was represented by Counsel. Judith Berger, a nearby resident, and Richard Goodman, a realtor, appeared on behalf of the Petitioners. Josephine Fisher and Mr. and Mrs. Leslie Goldstein, nearby residents, appeared in opposi-

Testimony indicated that the subject property, zoned D.R.5.5, is a corner lot located on Liberty Terrace and Sylvan Drive and is improved with a twostory, three-family dwelling, which has been in existence for many years. The lot, measuring approximately 248' x 245' x 125' x 170' x 72' x 140', is large enough to satisfy all of the requirements for a three-family dwelling under Section 402, Baltimore County Zoning Regulations (BCZR), except for the side yard requirement of 25 feet for a corner lot; only 16 feet exists from the dwelling

the east property line adjoining Sylvan Drive. although there is some disagreement as to the length of time the building has been utilized as a three-family dwelling, there is no question that the Con-

trad Purchaser intends to use it as such. Mrs. King testified that she and her husband will reside on the first floor and that the two tenants presently rent-

ing individual apartments on the second floor will remain. All of the apartments contain separate cooking facilities and bathrooms.

Mrs. Berger testified that, in her opinion, the granting of the requested variance would not create any problem. Mr. and Mrs. Goldstein, who live directly across the street on Liberty Terrace, disagreed and pointed to the continuing problem they face with people using their driveway to turn around. They complained of the parking problem and believe the three-family dwelling contributes to it. Mrs. Fisher is also concerned about the parking problem and is afraid that it will only get worse if the utilization of the apartments is expanded. Mrs. King shares these same concerns.

The Petitioners seek relief from Section 402.1, pursuant to Section 307,

An area variance may be granted where strict application of the zoning regulation would cause practical difficulty to the petitioner and his property. McLean v. Soley, 270 Md. 208 (1973). To prove practical difficulty for an area variance, the petitioner must meet the following:

> 1. whether strict compliance with requirement would unreasonably prevent the use of the property for a permitted purpose or render conformance unnecessarily burdensome;

2. whether the grant would do substantial injustice to applicant as well as other property owners in the district or whether a lesser relaxation than that applied for would give substantial relief; and

whether relief can be granted in such fashion that the spirit of the ordinance will be observed and public safety and welfare secured.

Bd. of Appeals, Town of Chesapeake Beach, 22 Md. App. 28 (1974).

- 2 -

After due consideration of the testimony and evidence presented, it is clear that a practical difficulty or unreasonable hardship would result if the instant variance were not granted. It has been established that the requirement from which the Petitioners seek relief would unduly restrict the use of the land due to the special conditions unique to this particular parcel. In addition, the variance requested will not be detrimental to the public health, safety, and general welfare.

Pursuant to the advertisement, posting of the property, and public hearing on this Petition held, and for the reasons given above, the requested variance should be granted.

Therefore, IT IS ORDERED by the Zoning Commissioner of Baltimore County, this 3/- day of October, 1985, that the Petition for Zoning Variance to permit a side yard setback of 16 feet instead of the required 25 feet be and is hereby GRANTED, from and after the date of this Order, subject, however, to the following restrictions which are conditions precedent to the relief granted herein:

> 1. The property shall be limited to three living units, with no further expansion.

> 2. No more than five people, including adults and children, may maintain their residence on the property at any one time.

> 3. Only one automobile, either owned or used by any resident of this property, may be parked on Sylvan Drive or Liberty Terrace at any one time. At the expiration of one year from the date of this Order, Mrs. King may request the Zoning Commissioner to reopen this case for the sole purpose of deleting this restriction. No further public notice need be provided; however, notice shall be served on those identified herein as Protes-

> > Baltimore County

- 4 -

cc: Leonard McCants, Esquire J. Melville Townsend, Esquire Ms. Josephine Fisher

People's Counsel

Legal Description

BEGINNING FOR THE SAME at the intersection of the northeast side of Liberty Terraces and the northwest side of Sylvan Drive, as laid out 40 feet wide, said point of beginning being at the southermost corner of Lot No. 1., Block D, as shown on a Plat entitled "Section One, Lochearn", recorded among the Land Records of Baltimore County in Plat Book WPC No. 7, folio 153, and running thence and binding on the northwest side of Sylvan Drive north 34 degrees 40 minutes east 48.70 feet, thence still binding on the northwest side of Sylvan Drive north 51 degrees east 197.63 feet to a point in line with the northeast side of a stone wall there erected, thence to and along the northeast side of said stone wall north 38 degrees 41 minutes west 247.79 feet to a point in line with the northwest side of another stone wall there erected, thence to and along the northwest side of said second-mentioned stone wall and continuing the same course in all south 40 degrees 54 minutes west 140.18 feet to Lot No. 4, as shown on said Plat, thence binding on part of Lot No. 4 and Lot No. 3, south 55 degrees 20 minutes east 72.04 feet to the dividing line between Lots Nos. 2 and 3, thence with said dividing line south 34 degrees 40 minutes west 170.00 feet to the northeast side of Liberty Terraces, thence binding on the northeast side of Liberty Terraces south 55 degrees 20 minutes east 125.00 feet to the place of beginning. BEING and intending to describe all of Lots Nos. 1,2, 40 and 41 and a portion of Lots Nos. 9, 10 and 11, Block D on the Plat hereinabove mentioned. The improvements thereon being now known as No. 6606 Liberty Terraces.

DA

FORM 2002 (Continuation)

- 3 -

JUN 12 1980

PETITION FOR VARIANCE 3rd Election District Northwest corner of Liberty Terrace & Sylvan Drive

(6606 Liberty Terrace) DATE AND TIME: Monday, October 28, 1985 at 10:00 a.m.

LOCATION:

Room 106, County Office Building, 111 West Chesapeake Avenue, Towson, Maryland PUBLIC HEARING:

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing:

Petition for Variance from Section 402.1 to permit a side yard setback of 16' in lieu of the required 25' for an existing multifamily dwelling.

Being the property of Gary M. Boardley, et ux the plat filed with the Zoning Office.

In the event that this Petition is granted, a building permit may be issued within the thirty (30) day appeal period. The Zoning Commissioner will, however, entertain any request for a stay of the issuance of said permit during this period for good cause shown. Such request must be received in writing by the date of the hearing set above or made at the hearing.

> BY ORDER OF ARNOLD JABLON ZONING COMMISSIONER OF BALTIMORE COUNTY

RE: PETITION FOR VARIANCE NW/Corner Liberty Terrace & Sylvan Dr. (6606 Liberty Terrace), 3rd District

: BEFORE THE ZONING COMMISSIONER OF BALTIMORE COUNTY

GARY M. BOARDLEY, et ux, Case No. 86-174-A Petitioners

> ::::::: ENTRY OF APPEARANCE

Please enter the appearance of the People's Counsel in the above-captioned matter. Notices should be sent of any hearing dates or other proceedings in this matter and of the passage of any preliminary or final Order.

> Phyllic Cole Friedman
>
> Phyllis Cole Friedman People's Counsel for Baltimore County

feter Jax Zumenn Peter Max Zimmerman Deputy People's Counsel Rm. 223, Court House Towson, MD 21204 494-2188

I HEREBY CERTIFY that on this 1st day of October, 1985, a copy of the foregoing Entry of Appearance was mailed to Leonard McCants, Esquire, 8730 Georgia Ave., Suite 600, Silver Springs, MD 20910, Attorney for Petitioners; and Mercedes A. King, 3900 16th St., N.W., #138, Washington, D. C. 20011, Contract Purchaser.

Peter Max Zimmerman

BALTIMORE COUNTY
OFFICE OF PLANNING & ZONING
TOWSON, MARYLAND 21204
494-3353

October 24, 1985

Leonard McCants, Esquire 8730 Georgia Avenue Suite 600 Silver Spring, Maryland 20910

ARNOLD JABLON ZONING COMMISSIONER

Re: Petition for Variance NW/corner Liberty Terrace & Sylvan Drive (6606 Liberty Terrace) 3rd Election District Gary M. Boardley, et ux - Petitioners Case No. 86-174-A

Dear Mr. McCants:

This is to advise you that \$47.00 is due for advertising and posting of the above property. This fee must be paid before an Order is issued.

This fee must be paid and the zoning sign and post returned on the day of the hearing. Do not remove sign until day of the

Please make the check payable to Baltimore County, Maryland, and remit to Zoning Office, Room 113. County Office Building, No. 012471 BALTIMORE COUNTY, MARYLAND OFFICE OF FINANCE - REVENUE DIVISION MISCELLANEOUS CASH RECEIPT RO1-1015 000 notil Xhlor LD JABLON AMOUNT \$ 49.00 IS Commissioner RECEIVED MINERALLICE Kines FOR: MINICITED 100 4 PROSTERING X6-174-A

VALIDATION OR SIGNATURE OF CASHIER

LEGAL NOTICE PETITION FOR VARIANCE LOCATION: Northwest comer of Liberty Terrace

8 Sylvan Dhys (8808 Liberty Terrace) CELTIFICATE OF PUBLICATION DATE AND THAT MON'SY, October 28, 1986 et 70167 Fikesville, Md., Oct. 9, 185 The Zoning Commission: of Balls nore County, by authority of the Zoning Act and Regulations of Ballsmare County, will hold a public hearing: CENTIFY, that the annexed advertisment Pullson for Variance from Section 402.5 to permit a side yeard settacts of 16" in lieu of the required 25" for an existing multi-family directing. ed in the NORTHWEST STAR, a weekly ublished in Pikesville, Baltimore In the event that this Polition is granted, a building permit in:39 he mound within the thirty (30) day appeal period. The Zoning-Commissioner with nowever, entertain any request 52 a stay of the securities of each permit during this period for good cause shown. Such request must be received in writing by the date of the hearing set above or made at the hearing. yland before the _____day of ____19___⁸⁵ ablication appearing on the 1 ___ Gay of __ Oct.____ the secend publication appearing on the the third publication appearing on the THE NORTHWEST STAR

Cost of Advertisement_ \$20.00

Leonard McCants, Esquire 8730 Georgia Avenue Suite 600 Silver Springs, Maryland 20910 September 27, 1985

NOTICE OF HEARING RE: PETITION FOR VARIANCE NW/corner Liberty Terrace & Sylvan Drive (6606 Liberty Terrace) - 3rd Election Dist. Gary M. Boardley, et ux - Petitioners

Monday, October 28, 1985 PLACE: Room 106, County Office Building, 111 West Chesapeake

Case No. 86-174-A

Avenue, Towson, Maryland

No. 012548 ORE COUNTY, MARYLAND OF FINANCE-REVENUE DIVISION LANEOUS CASH RECEIPT

June 8, 1985

Mr. Richard Goodman Mr. Oscar Samuelson Merrill Lynch Realtors 10 Church Lane Pikesville, MD Gentlemen:

This correspondence has a two-fold purpose. First to give you a progress report on contractural matters relative to our purchase of 6606 Liberty Terrace. We have engaged the service of Colonial Mortgage Service Company as the lending agency for this property, and all pertinent forms have been completed and executed. The loan originator and his assistant are listed herein, should you wish to contact them.

The structural and mechanical inspection of the property was conducted by Jack Reilly and Associates in a timely fashion. A letter setting forth major concerns pertaining thereto was submitted to your office three days later, per addendum to the contract, pending receipt of the completed typewritten report of the inspector. The aforementioned items document seriousness of purpose and intent and confirms our interest in purchasing the subject property.

The second reason for this letter is to apprise you of, and to ask your assistance in resolving a matter that has come to our attention since we signed the contract to purchase subject property. Subsequent visits to the area revealed the continual parking of commercial vehicles on the south property boundry bordered by Sylvan Road. Our initial concern is in regard to a truck bearing the imprint of Independent Roofing Company. Examination of public records reflected that the owner of said company resides at 3602 Sylvan Road, the contiguous north rear property line with 6606 Liberty Terrace.

The truck in question is unsightly in its own right. Moreover, it has a tandem

attached which bears a tar boiler that enhances its status as an eyesore. We have checked the neighborhood on weekdays as well as weekends and this truck is there at all times. In addition, there are two (2) panelled trucks bearing the imprint of The Bread Oven, again apparently the possessions of owners who live on Sylvan Road, but prefer to deface 6606 Liberty Terrace by parking their commercial vehicles next to its fence, rather than in front of the property maintained by them for residential purposes. We hold that the aforementioned concerns are of a serious nature, and not just happenstance. In light of the fact that we are purchasing 6606 Liberty Terrace as our primary residence and that we will be investing a substantial amount of our life savings, as well as a monthly outlay in excess of \$1,300 for the next fifteen years, we implore you to assist in correcting this problem.

We have checked the Baltimore County Code governing such matters and we find the actions listed in violation of Code 17-36. We have enclosed a copy for your reference. In that we are not legally entitled to raise such questions, we are asking that you, through the current owner of 6606 Liberty Terrace initiate the necessary action for correcting the aforementioned violations. Please advise us at your earliest convenience of your intent to address these issues.

We will be out of town for a few days on business. However, we will communicate with you via telephone on June 14, 1985.

Sincerely.

Mecedes A. King

86-174-A

CERTIFICATE OF POSTING ZONING DEPARTMENT OF BALTIMORE COUNTY

I OWNER	I design, Maryland	
District 3 rd:	Date of Posting October 9, 1985	
Posted for: Variance		
Petitioner: Gary M. Brandley.	et el	
Location of property: M/W corner Libe	et ef ety Terrace T Sylvan Prive	
Location of Signer ST2 Provite of 6	606 Liberty Terrace	
<i>V J</i>		
Remarks:		
Posted by S. J. arata. Signature	Date of return: October 19, 1995	
Number of Signe: /		

PETITION FOR VARIANCE and Election District

LOCATION: Northwest corner of LOCATION: Nonliwest corner of Liberty Terrace & Sylvan Drive, (6606 Liberty Terrace) DATE AND TIME: Monday, Oc-tober 28, 1985 at 10:00 a.m. PUBLIC HEARING: Room 106, County Office Building, 111 W. Chesspeake Avenue, Towson, Maryland The Zoning Commissioner of Balti-more County, by authority of the Zon-ing Act and Regulations of Balt more County, will hold a public hearing: Petition for Variance from Section 402.1 to permit a side yard setback of 16' in hea of the required 25' for an existing multi-family dwelling.

Being the property of Gary M. Boardley, et us as shown on the plat filed with the Zoning Office.

In the event that this Petition is granted, a building permit may be sweed within the thirty (30) day appeal period. The Zoning Commission. period. The Zoning Commission will, however, extertain any request for a stay of the issuance of said permi during this period for good cause shown. Such request must be received in writing by the date of the hearing set above or made at the hearing.

By Order Of ARNOLD JABLON,

Zoning Commissioner of Baltimore County

Oct. 10.

October 10 TOWSON, MD., THIS IS TO CERTIFY, that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper printed and published in Towson, Baltimore County, Md., appearing or October 10 19 85

> THE JEFFERSONIAN. Cost of Advertising 22,00

3900 Sixteenth Street, NW Apartment 138 Washington, DC 20011

September 6, 1985

Mr. Arnold Jablon Zoning Commissioner koom 109 County Office Building Towson, Maryland 21204

Dear Mr. Jablon:

I am the contract purchaser of 6606 Liberty Terrace located in the Lochern subdivision of Baltimore County, Maryland. The current owners of this property are Jean and Gary Boardley.

The Boardleys signed a contract of sale to me dated May, 1985, which stipulated that the sale is contingent upon meeting Baltimore County zoning requirements for triplex occupancy (Attachment A). The property is physically divided into three separate, self contained units and has been used as such at least since 1954, as verified by affidavit, and possibly longer.

After signing the contract on May 4, 1985, the Boardleys made no effort to comply with the zoning requirements of said contract even though it was crystal clear that they had the obligation to do so. I learned of this shortfall on or about July 30, 1985. (Settlement had been scheduled for August 8, 1985).

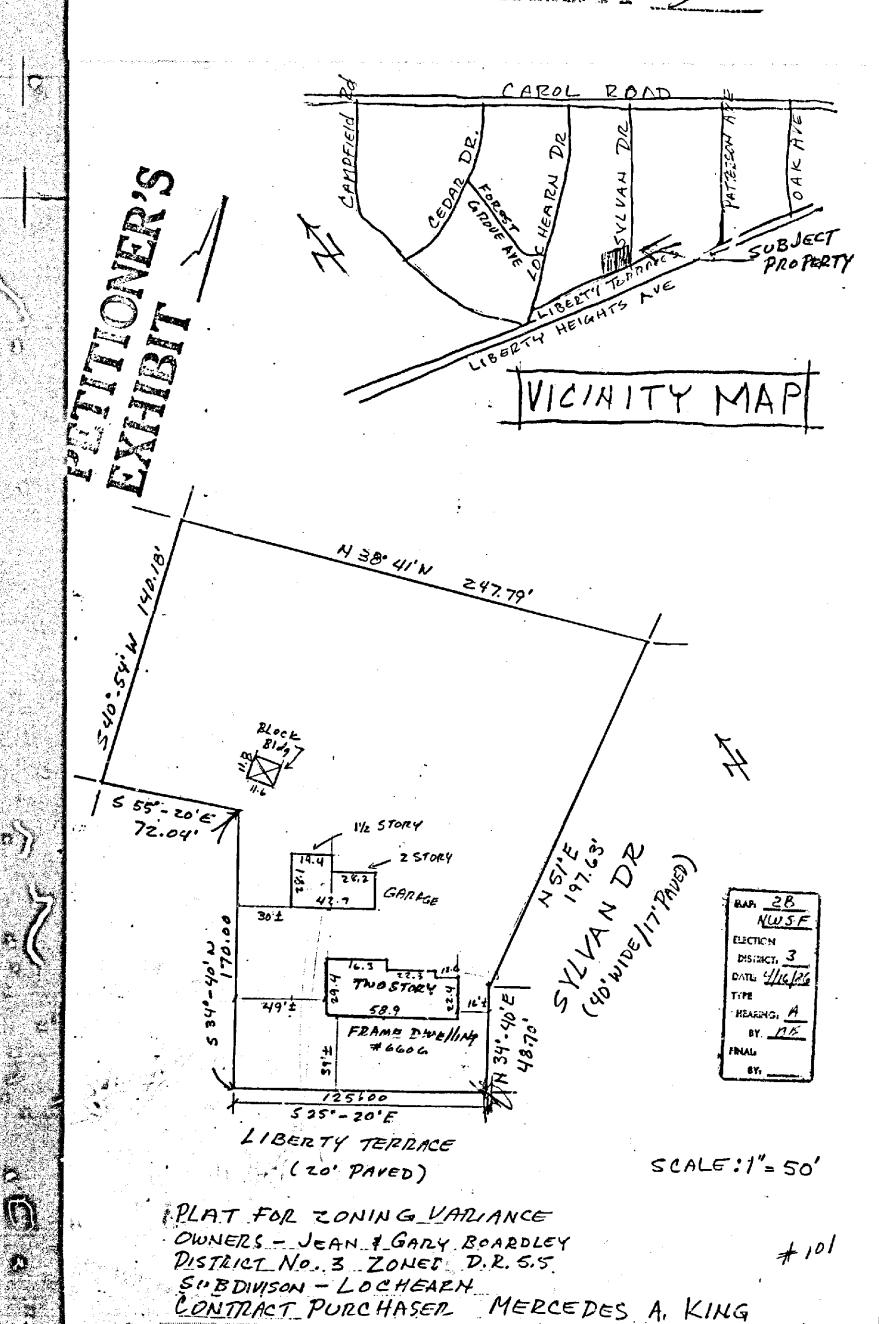
As a result of the above referenced zoning problem, I negotiaged an extension of the contract and assumed the responsibility for verifying the appropriate

During my inquiries to the zoning office, I learned that the property is currently zoned DR 5.5 which is sufficient for use up to four (4) units. However, upon closer examination of the survey of subject property by zoning officials, it was determined that the side setback on Sylvan Drive was insufficient for three (3) units as called for in the original contract.

I was not apprised of this problem in time to apply for a variance in accordance with the standard time allowed for such application. Therefore, I am asking that you give consideration to an expedited hearing on my request for a variance under the terms of hardship circumstances enumerated herein:

The sellers have assigned power of attorney to me to pursue resolution of this problem due to their inability to assume the financial and

of this problem due to their luading, time responsibilities involved. EXHIBIT 3



0

The property in question has been used as a triplex since at least 1954 and is being used as one currently (Attachment B).

*I have expended in excess of four thousand dollars (\$4,000) to fulfill prospective buyer's obligations to meet the terms of said contract, in addition to other incidental costs.

*Residential Financial Corporation (RFC) has granted a loan commitment to me that expires on September 30, 1985 (Attachment C).

°In anticipation of an August 8, 1985, closing, I gave notice to vacate my present living accommodations and they have been spoken for by a prospective tenant who has released the apartment he presently occupies. These actions are irreversible as all spaces involved have been committed to other individuals.

I believe that my family and I will be an asset to the Lochearn and Baltimore County communities assuring that the use of said property will contribute to the neighborhood's vitality.

Your prompt consideration of this request would be appreciated greatly.

Exhibit (B) AFFIDAVIT

The undersigned hereby affirms under the penalties of perjury to the Zoning Commissioner of Baltimore County, as follows:

That the information herein given is within the personal knowledge of the affiant and affiant is competent to testify thereto in the event that a public hearing is scheduled in the future with regard thereto;

· I have personal knowledge that	the home located at
6606 Liberty Terrace	has been used as a Three
nontmant Juli	(two/three,etc. , 1954 I also have personal (year)
nowledge that all apartments withins such continuously and uninterrup	edly since March (year).

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

This personal knowledge is based upon:

AS WITNESS my hare

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	Exhibition)	•
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Realty		
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SELLER(S). Name(s)	ry Board Cie, +	lean Boardby
PURCHASER(S). Name(s){ TITLE. Property to be convey:	ed in the name(s) of	
PROPERTY DESCRIPTION. T	The Seller sells and the Purchaser buys t	the following described property, located in theTax Assessment District of
with improvements (expected a	unity, State of Maryland, known as Lot of to be erected); and all rights and interc	Block Section Plat of ests that in any way pertain to or are known as,
QUOG Time	es lessace	further
lescribed in the Land Record	Dollars (\$	in fee simple or
Property Article, Annotated C may be discharged from the	Code of Maryland (1974 Ed., as amended lease and obtain title to the property is	surchased is subject to ground rent in an annual amount as set forth and if said ground rent is an action of ejectment against the leasehold owner, pursuant to Section 8-402(c) of the Real d). As a subsequent result of such ejectment action, the reversionary owner of the ground rent in fee.
	ase price is + O 1 My 1 V V V V V V V V V	will be made by the Purchaser to the Seller as follows: (a) A deposit by way of a
In the amount of	een themelist	Dollars (\$ 1.500)
	f this Agreement. (b) A second deposit b	Dollars /S
NCLUSIONS AND EXCLUSION AND EX	DNS. Included in the purchase price are garbage disposal, shades, existing ato it carpeting, shrubbery, trees and plants,	ay render this contract null and void and cause automatic forfeiture of any deposit previously nase price shall be paid in full, in cash or certified check at settlement. I all permanently attached fixtures and equipment, including heating: Shival air conditioning orm doors, and storm windows, screens, TV antenna, curtain and drapery rods, lighting and it, if any, as now installed, and heating fuel existing at the time of settlement.
EXCLUSIONS: Those Items of	of included in the sale of property.	
		Upped to a No. 2
roperty in the amount of	Windy-Seven Theory	Ingent upon the Purchaser (a) securing a commitment from a lending institution or other party ler's existing \(\) VA \(\) FHA \(\) Conventional purchase money mortgage/deed of trust on the result. Three Hendrich Security Dollars (\$ 97.31.5) wood 10 \(\) (percent), principal and interest payable at approximately pernortgage/deed of trust, at an interest rate not to exceed the maximum allowed by the Veterans
by the in ortgagee. (If this con LOAN APPLICATION, Purchai recessary papers required to right to declare the deposit for financing shall give the Sellel deposit forfeited as compens LOAN COMMITMENT. This co	stract provides for the assumption of a last utilizing a loan agrees to make applications and applications are utilizing a loan agrees to make application and application by the Purchaser at the right to declare the deposit forfelial ation for broker's services, not to exceontract is subject to the ability of the formal and applications.	loan. It is understood that the mortgage balance set forth above is an approximate balance.) loan, it is understood that the mortgage balance set forth above is an approximate balance.) ication within Five (5) banking days of ratification of this contract, and further agrees to file all mission and appeal when necessary, and agrees that failure to do so shall give the Seller the fiter the date of acceptance of this contract which results in disqualifying the Purchaser for ad. The Seller may then terminate this Agreement and will pay the broker one-half (½) of the sed the amount of the full brokerage fee. Purchaser to secure a commitment for the first mortgage/deed of trust described herein by
he Purchaser may, at the Purch he Seller and agents in writing purchaser's benefit, upon writte last diligently made application commitment herein described of ALTERNATE FINANCING. It is cource whereby the interest, to the Purchaser from said lendill conditions of this contract shall the Seller, or exceed the tire	prior to the expiration of this provision. The motice to Seller or Seller's agent. If the till as set forth herein, the time for obtaining cannot be obtained through no fault of this further understood and agreed that a erms of payment, amount of loan, or any nig institution or party that the financing all be deemed to have been fully satisfied me allowed to secure the mortgage cor	execute the mortgage at settlement if a loan commitment is granted by the mortgages. However, the series that failure to obtain the mortgage commitment herein described, and will so notify be Purchaser shall have the right to waive this contingency, or any other contingency inuring to the time for obtaining a loan commitment as set forth in this paragraph shall expire, and the Purchaser g a loan commitment shall be extended for a reasonable period of time. In the event that the loan be Purchaser, the Purchaser's deposit shall be refunded and this contract shall be rull and void, should the Purchaser make application for financing through a lending institution or other yother term differs from the financing conditions hereinbefore set forth, upon notification to g as requested has been approved and a loan commitment granted, the preceding mortgage ed and of no further effect, provided said alternate financing does not increase closing costs mmitment as called for above.
ETTLEMENT, Settlement wit	time Inspection service desired. See add	dendum. not desired.
 secured, specified financing GENCY. The Seller recognize 		equired.
ealtor, the listing broker, as I	he agent negotiating this contract, and a	agrees to pay said Realtor a brokerage fee for services rendered in the amount provided for in
listing contract, out of whice altor, will be paid as per the training the Saller from Nobil	listing agreement. This fee is earned who	en this contract is ratified/accepted by the parties. Failure or inability of Seller to perform shall
id shall be placed in an escro multiple listing service, the b Ithorized members. Neither t	the brokers nor their agents shall have dation and transfer taxes and costs of	sait shall be held by
HA M.I.P. ADDENDUM ATTAC	CHED. Yes	No O
knowledges that this placer an placement fee at the time tich Seller will be responsible	e does not exceed a total of O %	sign money market and it is agreed that the Seller will be responsible for any increase in said a due to a change in the mortgage money market and that the total loan placement fee for
A INSURED LOAN. The pro- anding any other provisions nalty for forfeiture of earnes	g ree, it applicable, to be paid by the F visions of this paragraph apply only wh of this contract, the Purchaser shall no it money deposits or otherwise unless ti	Purchaser, nen the Purchaser is buying with an FHA Insured Loan. It is expressly agreed that, notwith- to be obligated to complete the purchase of the property described herein or to incur any the Seller has delivered to the Purchaser a written statement issued by the Federal Housing
atement the Seller hereby agre ive the privilege and option of g Commissioner. The apprais les not warrant the value or the	ed valuation is arrived at to determine the Condition of the property. The Purchase	ter such appraised value statement is made available to the Seller. The Purchaser shall, however, is Contract without regard to the amount of the appraised valuation made by the Federal Houston maximum mortigage the Department of Housing and Urban Development will insure. HUD by should satisfy himself these life and the seller in the se
gio Hall his	men + recurrence	cuttor of Sellors about the create Buyer with
ence of regue of executive lies	arranes to sun	in sunty authorities, gund acale transf
HE ICA LEGITTO U BIRDING		EK LEGAL ADVICE THROUGH YOUR ATTORNEY Reverse of this contract is a part hereof.
	CONTRACT. IF NOT UNDERSTOOD, SE	July 11/1/x
iness	CONTRACT. IF NOT UNDERSTOOD, SE	Purchaser Statistics of Sealing State (SEAL)
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08/03/95 BORROWER(5): MING, MERCEDES A. RFC PROPERTY ADDRESS, 6606 LIBERTY TERRACE, MALTIMORE, MD 21207 CASE NUMBER: 71001379 7008 SECURITY BLVD., SUITE #206 BALTIMORE, MARYLAND 21207 DESCRIPTION OF FEE BUYER SELLER LOAN, ORIGINATION FEE \$973.75 LOAN DISCOUNT AMOUNT \$.00 \$.00 \$.00 \$5,484.16 TAX SERVICE CONTRACT ONE TIME ONLY-MIF PREMIUM THIS COMMITMENT IS SUBJECT TO THE FOLLOWING CONDITIONS: 1. That you certify at the time of closing that you are paying not less than \$ 102,500.00 for the subject premises. 2. This commitment will expire on 09/30/85 unless extended in writing by us. 3. That title to the property given to secure this loan and all other legal matters pertaining to this transaction meet with the approval of our attorney. 4. That you pay all processing and closing costs. At the time of closing you will also be required to pay an amount to be held in escrow to cover ensuing real estate taxes, sewer charges, and 5. That you provide a termite inspection report, on proper form, which is acceptable to us. 6. Appropriate homeowners type insurance is to be furnished by you at your expense, through a company acceptable to us. The amount of such insurance must be a minimum of 7. Mortgage title insurance in a minimum amount of \$79,712.00 you through a company acceptable to our attorney. 8. This commitment can be cancelled by us if changes occur in your credit, employment status, or the condition of the subject property which, in our opinion, can adversely affect the quality of the loan. Additionally, all terms of this transaction must be enforceable and not in violation of any Federal, State or Municipal law, and, if applicable, any VA or FHA rule or () WHEN CHECKED. THIS COMMITMENT IS FURTHER SUBJECT TO THE SPECIAL CONDITIONS AS STATED ON THE ATTACHED SHEET(S). So that this commitment will be effective, the enclosed copy must be signed and returned to us The loan amount is subject to change when zoning certificate is obtained Residential Financial Corp. Sign loan application Replace damaged or missing gutters, downspouts

and elbows, scrape & paint gutters, downspouts and elbows, two coats of-exterior paint/install

Zoning Certificate
Refit, replace and/or adjust defective doors
and windows to operate properly, replace

broken and missing sash cords as follows:

splash blocks at each downspouts

at each window where broken

JUN 12 1986

1