

IN RE: PETITION FOR SPECIAL HEARING	* BEFORE THE
E/S Selma Avenue, 200' SE of the	
c/l of Prospect Avenue	* DEPUTY ZONING COMMISSIONER
(1807 Selma Avenue)	
1st Election District	* OF BALTIMORE COUNTY
1st Councilmanic District	
	* Case No. 97-275-SPH
Cheryl Y. Bowen	
Petitioner	*

* * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before the Deputy Zoning Commissioner for consideration of a Petition for Special Hearing filed by Cheryl Y. Bowen, owner of the subject property, through her attorney, Miriam L. Azrael, Esquire. The subject property, known as 1807 Selma Avenue, is located in the vicinity of Southwestern Boulevard in Halethorpe. The Petitioner seeks approval of the subject property as a legal, nonconforming, two-apartment or two-family dwelling. The subject property and relief sought are more particularly described on the site plan submitted which was accepted and marked into evidence as Petitioner's Exhibit 1.

Appearing at the hearing on behalf of the Petition were Cheryl Bowen, owner of the property, and her attorney, Miriam Azrael, Esquire. Appearing as a Protestant in the matter was Joseph Kinsey, a representative of the Halethorpe Community Association.

Prior to the taking of any testimony in this case, and by way of an oral Motion made by Ms. Azrael on behalf of her client, the Petitioner indicated that she intends to reconvert the subject dwelling into a single family dwelling, thereby obviating the need for the special hearing. The Petitioner requested, and shall be given, a six-month period in which to reconvert the subject property from two apartments to a single family dwelling. By virtue of the proposed conversion of the subject property to

ORDER RECEIVED FOR FILING
 7/11/97
 [Signature]
 Date

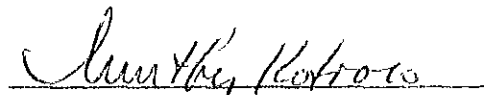
a single family dwelling, the relief requested in the special hearing is no longer necessary. Thus, no particular findings of fact will be made and the Petition for Special Hearing will be dismissed as moot. However, as a condition of dismissal, the Petitioner shall be required to reconvert the subject property from a two-apartment dwelling to a single family dwelling within six (6) months of the date of this Order. Failure to comply with this condition will result in a violation of the zoning regulations and the Petitioner will be cited accordingly.

Pursuant to the advertisement, posting of the property, and public hearing on this Petition held, and for the reasons given above, the special hearing shall be dismissed.

THEREFORE, IT IS ORDERED by the Deputy Zoning Commissioner for Baltimore County this 11th day of July, 1997 that the Petition for Special Hearing seeking approval of the subject property as a legal, nonconforming two-apartment or two-family dwelling, be and is hereby DISMISSED AS MOOT; and,

IT IS FURTHER ORDERED that the Petitioner shall have six (6) months from the date of this Order to reconvert the subject property from a two-apartment/two-family dwelling, to a single family dwelling.

TMK:bjs


TIMOTHY M. KOTROCO
Deputy Zoning Commissioner
for Baltimore County



Baltimore County
Zoning Commissioner
Office of Planning

Suite 405, County Courts Bldg.
401 Bosley Avenue
Towson, Maryland 21204
410-887-4386

July 11, 1997

Miriam L. Azrael, Esquire
101 E. Chesapeake Avenue, 5th Floor
Towson, Maryland 21286

RE: PETITION FOR SPECIAL HEARING
E/S Selma Avenue, 200' SE of the c/l of Prospect Avenue
(1807 Selma Avenue)
1st Election District - 1st Councilmanic District
Cheryl Y. Bowen - Petitioner
Case No. 97-275-SPH

Dear Ms. Azrael:

Enclosed please find a copy of the decision rendered in the above-captioned matter. The Petition for Special Hearing has been dismissed, in accordance with the attached Order.

In the event any party finds the decision rendered is unfavorable, any party may file an appeal to the County Board of Appeals within thirty (30) days of the date of this Order. For further information on filing an appeal, please contact the Zoning Administration and Development Management office at 887-3391.

Very truly yours,

A handwritten signature in cursive script, reading "Timothy M. Kotroco".

TIMOTHY M. KOTROCO
Deputy Zoning Commissioner
for Baltimore County

TMK:bjs

cc: Ms. Cheryl Bowen
128 Newburg Avenue, Baltimore, Md. 21228

People's Counsel; Case Files

Mr. Joseph Kinsey
1519 Woodside Avenue, Halethorpe, Md. 21227





275

Petition for Special Hearing

17-275-PH

to the Zoning Commissioner of Baltimore County

for the property located at

1807 Selma Avenue, Baltimore, MD 21227

which is presently zoned D.R.5.5

This Petition shall be filed with the Office of Zoning Administration & Development Management.

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 Special Hearing under Section 500.7 of the Zoning Regulations of Baltimore County to determine whether or not the Zoning Commissioner should approve

legal nonconforming use of 2 apartment or 2 family dwelling.

Property is to be posted and advertised as prescribed by Zoning Regulations.

I, or we, agree to pay expenses of above Special Hearing 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.

(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)

Contract Purchaser/Lessee:

(Type or Print Name)

Signature

Address

City

State

Zipcode

Attorney for Petitioner.

Miriam L. Azrael

(Type or Print Name)

Signature

101 E. Chesapeake Avenue

5th Floor (410) 821-6800

Address Phone No.

Baltimore, MD 21286

City

State

Zipcode

Legal Owner(s)

Cheryl Y. Bowen

(Type or Print Name)

Signature

(Type or Print Name)

Signature

128 Newburg Avenue

788-8356

Address

Phone No.

Baltimore, MD 21228

City

State

Zipcode

Name, Address and phone number of representative to be contacted

Miriam L. Azrael

Name

101 E. Chesapeake Avenue, 5th Fl. 821-6800

Address

Phone No.

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING

unavailable for hearing

the following dates

Next Two Months

ALL

OTHER

REVIEWED BY: *mjk*

DATE

1/3/77

RECEIVED FOR FILING
JAN 10 1977

Zoning Administration

Development Management

ZONING DESCRIPTION FOR 1807 Selma Avenue, Baltimore, MD 21227

OWNER: Cheryl Y. Bowen

Q-1-275-5(1)

BEGINNING for the same and being known and designated as lot number three hundred and eighty-seven (387) on the Plat of Halethorpe, which Plat is recorded among the Plat records of Baltimore County in Plat Book J.W.S. No. 1, folio 60, etc. The improvements thereon being known as No. 1807 Selma Avenue.

BEING the same lot or parcel of ground as described in a Deed dated November 29, 1976 by and between Nicholas P. McCubbin and Bertha A. McCubbin, his wife, granting unto Cheryl Y. Bowen, recorded among the Land Records of Baltimore County in Liber 5702, folio 154.

MICROFILMED

275

CERTIFICATE OF PUBLICATION

TOWSON, MD., 11/16, 1997

THIS IS TO CERTIFY, that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper published in Towson, Baltimore County, Md., once in each of 1 successive weeks, the first publication appearing on 11/16, 1997.

THE JEFFERSONIAN,

A. H. Emick
LEGAL AD. - TOWSON

NOTICE OF HEARING

The Zoning Commission of Baltimore County, by authority of the Zoning Ordinance, hereby gives notice that a public hearing on the property identified herein in Room 106 of the County Office Building, 111 W. Chesapeake Avenue in Towson, Maryland 21204, or Room 118, Old Courthouse, 400 Washington Avenue, Towson, Maryland 21204 as follows:

Case #97-275 SRH (Item 275)

1837 Santa Avenue, 200' SE of 31st Prospect Avenue, 1st Election District, 1st Councilmanic Ward District.

Special Hearing: Is appropriate a legal non-conforming use of 2 apartment or 2 family dwelling.

LAWRENCE SCHMIDT
Zoning Commissioner for Baltimore County

NOTES: (1) Hearings are handicapped accessible for special accommodations. Please Call 887-3363. (2) For information concerning the Fair and/or Hearing, Please Call 887-3391.

1/27/0 Jan 16 C112476

RECORDED
11/16/97



Baltimore County
Department of Permits and
Development Management

Development Processing
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204

911-275-3011

ZONING HEARING ADVERTISING AND POSTING REQUIREMENTS & PROCEDURES

Baltimore County zoning regulations require that notice be given to the general public/neighboring property owners relative to property which is the subject of an upcoming zoning hearing. For those petitions which require a public hearing, this notice is accomplished by posting a sign on the property and placement of a notice in at least one newspaper of general circulation in the County.

This office will ensure that the legal requirements for posting and advertising are satisfied. However, the petitioner is responsible for the costs associated with these requirements.

PAYMENT WILL BE MADE AS FOLLOWS:

- 1) Posting fees will be accessed and paid to this office at the time of filing.
- 2) Billing for legal advertising, due upon receipt, will come from and should be remitted directly to the newspaper.

NON-PAYMENT OF ADVERTISING FEES WILL STAY ISSUANCE OF ZONING ORDER.

ARNOLD JABLON, DIRECTOR

For newspaper advertising:

Item No.: 275 Petitioner: Cheryl Y. Bowen

Location: 1807 Selma Avenue, Baltimore, MD 21227

PLEASE FORWARD ADVERTISING BILL TO:

NAME: Miriam L. Azrael, Esquire

ADDRESS: 101 East Chesapeake Avenue, Fifth Floor

Baltimore, MD 21286

PHONE NUMBER: (410) 821-6800

BALTIMORE COUNTY, MARYLAND
OFFICE FINANCE - REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT

No. 029961

97-275-5PH

DATE 1/3/97

ACCOUNT 01-615

By: mjk
Item: 275

AMOUNT \$ 50.00

RECEIVED FROM: Azael Williams - 1807 Selma Ave

FOR: 030 - Spec. Henry - \$50.00

RECEIVED
DA 0111246801-02-97 \$50.00

DISTRIBUTION
WHITE - CASHIER
PINK - AGENCY
YELLOW - CUSTOMER
VALIDATION OR SIGNATURE OF CASHIER

Request for Zoning: Variance, Special Exception, or Special Hearing

Date to be Posted: Anytime before but no later than _____

Format for Sign Printing, Black Letters on White Background:

275

ZONING NOTICE

Case No.: 77-215 CPW

A PUBLIC HEARING WILL BE HELD BY
THE ZONING COMMISSIONER
IN TOWSON, MD.

PLACE: _____

DATE AND TIME: _____

REQUEST: approve the legal nonconforming use of a
two-apartment dwelling.

POSTPONEMENTS DUE TO WEATHER OR OTHER CONDITIONS ARE SOMETIMES NECESSARY.
TO CONFIRM HEARING CALL 887-3391.

DO NOT REMOVE THIS SIGN AND POST UNTIL DAY OF HEARING UNDER PENALTY OF LAW

HANDICAPPED ACCESSIBLE

CERTIFICATE OF POSTING

RE: Case # 97-275-SPH

Petitioner/Developer:
(Cheryl Y. Bowen)

Date of Hearing/Closing:
(June 30, 1997)

Baltimore County Department of
Permits and Development Management
County Office Building, Room 111
111 West Chesapeake Avenue
Towson, Maryland 21204

Attention: Ms. Gwendolyn Stephens

Ladies and Gentlemen:

This letter is to certify under the penalties of perjury that the necessary sign(s) required by law
were posted conspicuously on the property located at _____
_____1807 Selma Avenue Baltimore, Maryland 21227_____

The sign(s) were posted on _____Jun. 13, 1997_____
(Month, Day, Year)

Sincerely,

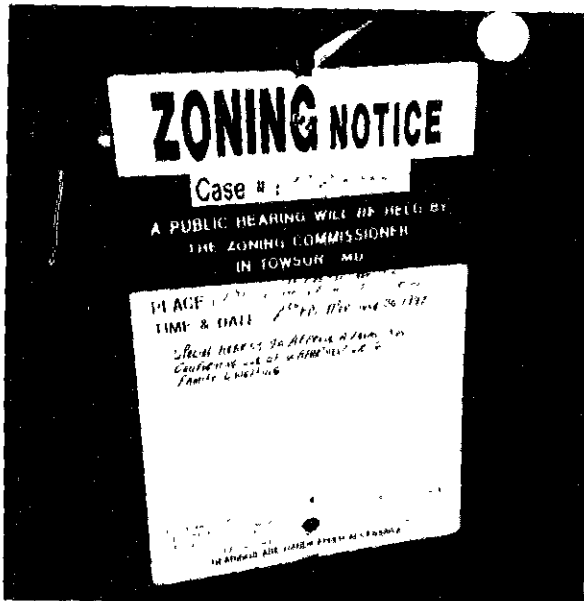
(Signature of Sign Poster & Date)

Thomas P. Ogle, Sr.
(Printed Name)

325 Nicholson Road
(Address)

Baltimore, Maryland 21221

(410)-687-8405
(Telephone Number)



97-275-SPH

TO: PUTKENT PUBLISHING COMPANY
January 16, 1997 Issue - Jeffersonian

Please forward billing to:

Miriam L. Azrael, Esq.
101 E. Chesapeake Avenue, 5th Floor
Baltimore, MD 21286
821-6800

NOTICE OF HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing on the property identified herein in
Room 106 of the County Office Building, 111 W. Chesapeake Avenue in Towson, Maryland 21204
or
Room 118, Old Courthouse, 400 Washington Avenue, Towson, Maryland 21204 as follows:

CASE NUMBER: 97-275-SPH (Item 275)
1807 Selma Avenue
JNE/S Selma Avenue, 200' SE of c/l Prospect Avenue
1st Election District - 1st Councilmanic
Legal Owner(s): Cheryl V. Bowen

Special Hearing to approve a legal non-conforming use of 2 apartment or 2 family dwelling.

HEARING: THURSDAY, FEBRUARY 13, 1997 at 2:00 p.m. in Room 118, Old Courthouse.

LAWRENCE E. SCHMIDT
ZONING COMMISSIONER FOR BALTIMORE COUNTY

NOTES: (1) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL 887-3353.
(2) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, PLEASE CALL 887-3391.



Baltimore County
Department of Permits and
Development Management

Development Processing
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204

January 10, 1997

NOTICE OF HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing on the property identified herein in
Room 106 of the County Office Building, 111 W. Chesapeake Avenue in Towson, Maryland 21204
or
Room 118, Old Courthouse, 400 Washington Avenue, Towson, Maryland 21204 as follows:

CASE NUMBER: 97-275-SPH (Item 275)
1807 Selma Avenue
JNE/S Selma Avenue, 200' SE of c/l Prospect Avenue
1st Election District - 1st Councilmanic
Legal Owner(s): Cheryl Y. Bowen

Special Hearing to approve a legal non-conforming use of 2 apartment or 2 family dwelling.

HEARING: THURSDAY, FEBRUARY 13, 1997 at 2:00 p.m. in Room 118, Old Courthouse.

Arnold Jablon
Director

cc: Cheryl Y. Bowen
Miriam L. Azrael, Esq.

NOTES: (1) YOU MUST HAVE THE ZONING NOTICE SIGN POSTED ON THE PROPERTY BY JANUARY ~~January~~ 29, 1997.
(2) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL 887-3353.
(3) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THIS OFFICE AT 887-3391.





Baltimore County
Department of Permits and
Development Management

Development Processing
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204

January 29, 1997

NOTICE OF REASSIGNMENT

Rescheduled from 2/13/97
CASE NUMBER: 97-275-SPH (Item 275)
1807 Selma Avenue
NE/S Selma Avenue, 200' SE of c/l Prospect Avenue
1st Election District - 1st Councilmanic
Legal Owner(s): Cheryl Y. Bowen

Special Hearing to approve a legal non-conforming use of 2 apartment or
2 family dwelling.

HEARING: FRIDAY, FEBRUARY 28, 1997 at 2:00 p.m. in Room 106, County
Office Building, 111 W. Chesapeake Avenue, Towson, Maryland.

A handwritten signature in dark ink, appearing to read "Arnold Jablon", is written over a faint, larger signature.

ARNOLD JABLON
DIRECTOR

cc: Miriam L. Azrael, Esq.
Cheryl Y. Bowen
Anthony Pasta

NOTE: THE PROPERTY MUST BE POSTED ON OR BEFORE 2/13/97.





Baltimore County
Department of Permits and
Development Management

Development Processing
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204

May 23, 1997

NOTICE OF REASSIGNMENT

Rescheduled from 2/13/97 and 2/28/97
CASE NUMBER: 97-275-SPH (Item 275)
1807 Selma Avenue
NE/S Selma Avenue, 200' SE of c/l Prospect Avenue
1st Election District - 1st Councilmanic
Legal Owner(s): Cheryl Y. Bowen

Special Hearing to approve a legal non-conforming use of 2 apartment or
2 family dwelling.

HEARING: MONDAY, JUNE 30, 1997 at 2:00 p.m., 4th floor hearing room
Courts Building, 401 Bosley Avenue.

A handwritten signature in black ink, appearing to read "Arnold Jablon".

ARNOLD JABLON
DIRECTOR

cc: Cheryl Y. Bowen
Mariam L. Azrael, Esq.

PLEASE NOTE THAT THE ZONING SIGN ON THE PROPERTY MUST BE ALTERED TO
GIVE NOTICE OF THE ABOVE HEARING ON OR BEFORE JUNE 15, 1997 AND
CERTIFICATION OF SAME FILED WITH THIS OFFICE. PLEASE CONTACT THE SIGN
VENDOR USED FOR THE ORIGINAL POSTING.





Baltimore County
Department of Permits and
Development Management

Development Processing
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204

February 5, 1997

Miriam L. Azrael, Esquire
101 E. Chesapeake Avenue, 5th Floor
Baltimore, MD 21286

RE: Item No.: 275
Case No.: 97-275-SPH
Petitioner: Cheryl Y. Bowen

Dear Mr. Azrael:

The Zoning Advisory Committee (ZAC), which consists of representatives from Baltimore County approval agencies, has reviewed the plans submitted with the above referenced petition, which was accepted for processing by Permits and Development Management (PDM), Zoning Review, on January 3, 1997.

Any comments submitted thus far from the members of ZAC that offer or request information on your petition are attached. These comments are not intended to indicate the appropriateness of the zoning action requested, but to assure that all parties (zoning commissioner, attorney, petitioner, etc.) are made aware of plans or problems with regard to the proposed improvements that may have a bearing on this case. Only those comments that are informative will be forwarded to you; those that are not informative will be placed in the permanent case file.

If you need further information or have any questions regarding these comments, please do not hesitate to contact the commenting agency or Roslyn Eubanks in the zoning office (887-3391).

Sincerely,

A handwritten signature in dark ink, appearing to read "W. Carl Richards, Jr.", is written over a faint, larger version of the same signature.

W. Carl Richards, Jr.
Zoning Supervisor

WCR/re
Attachment(s)





Maryland Department of Transportation
State Highway Administration

David L. Winstead
Secretary

Parker F. Williams
Administrator

Ms. Roslyn Eubanks
Baltimore County Office of
Permits and Development Management
County Office Building, Room 109
Towson, Maryland 21204

RE: Baltimore County 1.13.57
Item No. 275 (MJK)

Dear Ms. Eubanks:

This office has reviewed the referenced item and we have no objection to approval as it does not access a State roadway and is not affected by any State Highway Administration projects.

Please contact Larry Gredlein at 410-545-5606 if you have any questions.

Thank you for the opportunity to review this item.

Very truly yours,

for

Ronald Burns, Chief
Engineering Access Permits
Division

LG

My telephone number is _____

Maryland Relay Service for Impaired Hearing or Speech
1-800-735-2258 Statewide Toll Free

Mailing Address: P.O. Box 717 • Baltimore, MD 21203-0717
Street Address: 707 North Calvert Street • Baltimore, Maryland 21202

BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

TO: Arnold Jablon, Director
Department of Permits & Development
Management

Date: January 16, 1997

FROM: Robert W. Bowling, Chief
Development Plans Review Division

SUBJECT: Zoning Advisory Committee Meeting
for January 21, 1997
Item No. 275

The Development Plans Review Division has reviewed the subject zoning item. The issue of adequate parking should be addressed.

RWB:jrb

cc: File

ZONE45C

B A L T I M O R E C O U N T Y , M A R Y L A N D

INTER-OFFICE CORRESPONDENCE

TO: Arnold Jablon, Director
 Permits and Development
 Management

DATE: January 9, 1997

FROM: Pat Keller, Director
 Office of Planning

SUBJECT: Petitions from Zoning Advisory Committee

The Office of Planning has no comments on the following petition(s):

Item No. 274 and (275)

If there should be any further questions or if this office can provide additional information, please contact Jeffrey Long in the Office of Planning at 887-3495.

Prepared by:

Jeffrey W. Long

Division Chief:

Gary L. Kerns

PK/JL

BALTIMORE COUNTY, MARYLAND

DEPARTMENT OF ENVIRONMENTAL PROTECTION AND RESOURCE MANAGEMENT

INTER-OFFICE CORRESPONDENCE

TO: PDM

DATE:

1/10/97

FROM: R. Bruce Seeley .
Permits and Development Review
DEPRM

SUBJECT: Zoning Advisory Committee

Meeting Date: Jan 13, 97

The Department of Environmental Protection & Resource Management has no comments for the following Zoning Advisory Committee Items:

Item #'s:

272

274

275

RBS:sp

BRUCE2/DEPRM/TXTSBP

Baltimore County Government
Fire Department



700 East Joppa Road
Towson, MD 21286-5500

Office of the Fire Marshal
(410) 887-4880

DATE: 01/20/97

Arnold Jablon, Director
Zoning Administration and Development Management
Baltimore County Office Building
Towson, MD 21204
MAIL STOP-1105

RE: Property Owner: SEE BELOW

Location: DISTRIBUTION MEETING OF JAN. 18, 1996.

Item No.: SEE BELOW

Zoning Agenda:

Gentlemen:

Pursuant to your request, the referenced property has been surveyed by this Bureau and the comments below are applicable and required to be corrected or incorporated into the final plans for the property.

8. The Fire Marshal's Office has no comments at this time,
IN REFERENCE TO THE FOLLOWING ITEM NUMBERS: 272, 274, (275.)

REVIEWER: LT. ROBERT P. SAUERWALD

Fire Marshal Office, PHONE 887-4881, MS-1102F

cc: File



BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

DATE: January 17, 1997

TO: Larry E. Schmidt
Zoning Commissioner

FROM: James H. Thompson - DP
Code Inspections and Enforcement Supervisor

RE: ITEM NO.: 275
PETITIONER: Cheryl Y. Bowen

VIOLATION CASE NO.: C-97/2029

LOCATION OF VIOLATION: 1807 Selma Avenue
13th Election District

DEFENDANTS: Cheryl Y. Bowen

Please be advised that the aforementioned petition is the subject of an active violation case. When the petition is scheduled for a public hearing, please notify the following person(s):

NAME

ADDRESS

Miriam L. Azrael, Esq.
Azrael Gann and Franz

101 East Chesapeake Avenue
5th Floor
Baltimore, Maryland 21286

Mr. Anthony Pasta

1807 Selma Avenue
Baltimore, Maryland 21227

After the public hearing is held, please send a copy of the Zoning Commissioner's Order to the Code Inspections and Enforcement Supervisor, so that the appropriate action may be taken to the violation case.

JHT/DP/hck

BALTIMORE COUNTY, MARYLAND
CITATION FOR CIVIL CODE ENFORCEMENT VIOLATION

111 W. CHESAPEAKE AVENUE
TOWSON, MARYLAND 21204

887-3352

NAME OF PERSON(S) CHARGED: LOWELL ROAT AND PATRICIA ROAT, TENANTS BY ENTIRETIES

CURRENT ADDRESS IN FULL: 410 CEDAR AVENUE, BALTIMORE, MARYLAND 21211

OWNER (X) OR OCCUPANT () RELATED CITATIONS:

IT IS FORMALLY CHARGED BY BALTIMORE COUNTY THAT THE ABOVE NAMED PERSON(S) DID VIOLATE THE PROVISIONS OF THE BALTIMORE COUNTY CODE OR CODE OF BALTIMORE COUNTY REGULATIONS AS FOLLOWS:

SECTION NUMBER(S) VIOLATED: BALTIMORE COUNTY CODE, TITLE 7, ARTICLE III, #1 & 2 SECTION 7-70(a)(1)(b);
#3 SECTION 7-70(a)(1)(b); #4 SECTION 7-70(a)(1)(b); #5 SECTION 7-70(a)(1)(b); #6 SECTION 7-70(a)(1)(b); #7 SECTION 22-81(a);
#8 SECTION 7-70(a)(1)(b)

NATURE OF VIOLATION: USE OF PROPERTY ZONED N/A TO COMMIT THE FOLLOWING:

1. EXTERIOR SIDING, GUTTERS AND DOWNSPOUTS ARE INCOMPLETE. 2. REPAIR OR REPLACE EXTERIOR SIDING, DOORS, GUTTERS AND DOWNSPOUTS. 3. OPEN EXCAVATION AND INCOMPLETE GRADING. 4. DOORS NEED PAINTING OR REPLACING. 5. FRONT PORCH AREA WAY AND OPEN SECTION OF FOUNDATION NEEDS REPAIRING OR REPLACING. 6. REAR PORCH IS INCOMPLETE. 7. GRASS, TREES AND SHRUBBERY NEED TO BE MAINTAINED. 8. FENCE IS IN DISREPAIR (LYING ON GROUND).

LOCATION AND DATE(S) OF VIOLATION: 422 MARYLAND AVENUE, BALTIMORE, MARYLAND 21221

DECEMBER 27, 1996, JANUARY 19, 1996, FEBRUARY 23, 1996, MARCH 15, 1996,
MAY 6, 1996 AND JUNE 10, 1996

TO RESPOND TO THE ABOVE CHARGE(S) LODGED AGAINST YOU, YOU MUST CHOOSE ONE OF THE OPTIONS BELOW:

1) PURSUANT TO SECTION 18-88, BALTIMORE COUNTY CODE, A PENALTY OF \$9600.00 HAS BEEN ASSESSED AS A RESULT OF THE VIOLATIONS CITED HEREIN. YOU MUST PAY THIS PENALTY BY CHECK OR MONEY ORDER PAYABLE TO THE DIRECTOR OF FINANCE, BALTIMORE COUNTY, MARYLAND, BY RETURNING A COPY OF THIS CITATION ALONG WITH THE PAYMENT TO: DIRECTOR, PERMITS AND DEVELOPMENT MANAGEMENT, 111 W. CHESAPEAKE AVENUE, TOWSON, MARYLAND 21204.

2) IF YOU SHOULD CONTEST THIS CITATION OR PROPOSED ASSESSMENT OF PENALTY, YOU MUST FILE A WRITTEN REQUEST FOR A QUASI-JUDICIAL HEARING BEFORE THE CODE OFFICIAL OR DESIGNEE WITHIN THIRTY (30) DAYS FROM THE DATE OF THIS CITATION. HOWEVER, A HEARING ON YOUR CITATION HAS BEEN SCHEDULED FOR FEBRUARY 20, 1997 AT 9:00 A.M. IN ROOM 106.

3) THE HEARING WILL BE CANCELLED IF YOU SHOULD ELECT TO PAY THE ASSESSED PENALTY OR IF YOU SHOULD FAIL TO REQUEST A HEARING IN WRITING WITHIN THE TIME REQUIRED. FAILURE TO CONTEST THE CITATION OR PROPOSED ASSESSMENT OF PENALTY, IF ANY, BY EITHER NOT PAYING THE PENALTY OR BY NOT REQUESTING A QUASI-JUDICIAL HEARING, SHALL RESULT IN THE CITATION AND ITS PENALTY BECOMING A FINAL ORDER OF THE CODE OFFICIAL.

4) FAILURE TO PAY THE ASSESSED PENALTY SHALL CONSTITUTE A LIEN ON THE PROPERTY OWNED BY THE PERSON FOUND TO BE IN VIOLATION AND SHALL BE COLLECTIBLE IN THE SAME MANNER AND TO THE SAME EXTENT AS TAXES.

I DO SOLEMNLY AFFIRM THAT THE CONTENTS STATED ABOVE ARE CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

DATE _____
OFFICE OF CODE ENFORCEMENT REPRESENTATIVE

BASED ON THE STATEMENT OF ERROL A. ECKER, THIS CITATION IS HEREBY ISSUED THIS 8TH DAY OF JANUARY, 1997.
CITATION MUST BE SERVED BY JANUARY 22, 1997.

DETACH AND SEND IN THE INFORMATION BELOW TO: DIRECTOR OF PERMITS AND DEVELOPMENT MANAGEMENT
111 WEST CHESAPEAKE AVENUE, ROOM 111
TOWSON, MARYLAND 21204

CITATION NO. 97-362

NOTICE OF INTENTION TO STAND TRIAL

I HEREBY ELECT TO STAND TRIAL BEFORE THE CODE OFFICIAL OR DESIGNEE FOR THE VIOLATION(S) CHARGED ON THE ABOVE CITATION.

SIGNATURE

DATE

ADDRESS

RE: PETITION FOR SPECIAL HEARING
1807 Selma Avenue, NE/S Selma Avenue,
200' SE of c/l Prospect Avenue
1st Election District, 1st Councilmanic

Cheryl Y. Bowen
Petitioner

* BEFORE THE
* ZONING COMMISSIONER
* OF BALTIMORE COUNTY
* CASE NO. 97-275-SPH

* * * * *

ENTRY OF APPEARANCE

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

Peter Max Zimmerman
PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

Carole S. Demilio
CAROLE S. DEMILIO
Deputy People's Counsel
Room 47, Courthouse
400 Washington Avenue
Towson, MD 21204
(410) 887-2188

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 28th day of February, 1997, a copy of the foregoing Entry of Appearance was mailed to Miriam L. Azrael, Esq., 101 E. Chesapeake Avenue, 5th Floor, Towson, MD 21286, Petitioner.

Peter Max Zimmerman
PETER MAX ZIMMERMAN

MICROFILMED

97-618

2/12/97
cf



AZRAEL GANN+FRANZ
ATTORNEYS AT LAW

EDWARD AZRAEL
JONATHAN A. AZRAEL
KEITH S. FRANZ
ALLEN L. SCHWARTZ
PAUL J. SCHWARTZ III
JUDSON H. LIPOWITZ
SUSAN H. TERRELL
ANDREW S. LEE
MATTHEW H. AZRAEL
JONATHAN S. BACH
H. DAVID GANN (1928-1983)
OF COUNSEL
MIRIAM L. AZRAEL

February 7, 1997

By Facsimile 887-2824 and U.S. Mail
Ms. Gwen Stephens
c/o Arnold Jablon, Director
Baltimore County Development Processing
County Office Building
111 West Chesapeake Avenue
Towson, MD 21204

Re: Property: 1807 Selmaa Avenue, 1st Election, 1st CD
Hearing Date: February 28, 1997; Violation Notice No. 100053
Special hearing for approval of legal non-conforming use (2 apartments)
Legal Owner: Cheryl Y. Bowen

Dear Ms. Stephens:

This letter requests a six week postponement of the hearing in the above matter from February 28, 1997 to April, 1997, in order to allow the property owner additional time to complete her investigation into the use of the above property, since 1955. The property owner, Ms. Cheryl Bowen, purchased the property in 1976. At the time of her purchase, the dwelling consisted of two, separate apartments. Ms. Bowen had no idea, until she was served with a zoning citation, that the two-apartment dwelling was zoned single family. Even her contract of sale identifies the property in 1976 as a two-apartment cottage.

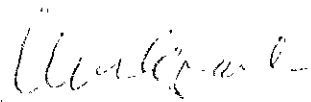
According to her citation, Mrs. Bowen is required to prove that the property has been two apartments, since 1955. In the six weeks since Ms. Bowen was served with the citation, she has diligently sought to establish the prior owners' use of the dwelling. This has not been easy, since we have established that a prior owner of the property is deceased and the whereabouts of other property owners are unknown. Nonetheless, we have been able to document a two-apartment use of the property, continuously, since 1962. Thus, we have only seven years to account for,

Ms, Gwen Stephens
c/o Arnold Jablon, Director
February 7, 1997
Page Two

from 1955 to 1962. We are confident that with a six-week continuance we can complete our investigation. If a continuance is not granted, Mrs. Bowen will be disproportionately prejudiced by having to incur the substantial cost of converting the property to single family.

Your consideration of this request is appreciated.

Very truly yours,



Miriam L. Azrael

MLA/blm
cc: Ms. Cheryl Bowen

2/7/97
8

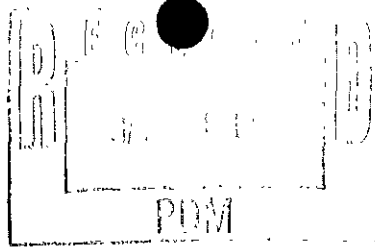
87-570

RECEIVED





1/14/97
GJ



97-236

AZRAEL GANN+FRANZ
ATTORNEYS AT LAW

EDWARD AZRAEL
JONATHAN A. AZRAEL
KEITH S. FRANZ
ALLEN J. SCHWARTZ
PAUL J. SCHWARTZ III
JUDSON H. LIPPMAN
SUSAN H. TIERNEY
DENISE A. DAMEL, CPA
ANDREW S. LEE
MATTHEW H. AZRAEL
CONNIE L. STRAIN

H. DAVID GANN, LL.M. - 1993
OF COUNSEL
MIRIAM L. AZRAEL

January 15, 1997

By Facsimile 887-2824 and U.S. Mail

Ms. Gwen Stephens
c/o Arnold Jablon, Director
Baltimore County Development Processing
County Office Building
111 West Chesapeake Avenue
Towson, MD 21204

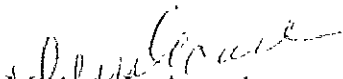
Re: Request for Postponement of Hearing, Case # 97-275-SPH (Item 275)
Hearing Date: Thursday, February 13, 1997 at 2 p.m.
Property: 1807 Selma Avenue, 1st Election, 1st Councilmanic District
Legal Owner: Cheryl Y. Bowen

Dear Ms. Stephens:

On behalf of the property owner in the above case, I am requesting a postponement of the hearing now scheduled for Thursday, February 13, 1997 for two reasons: One, I have a schedule conflict on February 13, 1997, which prevents my appearance on that date; and two, I will be out of the country from January 23 through February 3, 1997, and my absence will make it difficult to oversee the sign posting on the property by January 29, 1997.

Please postpone this hearing to a new date. For your information, I will also be out of town from March 20th through March 24, 1997. Your assistance and cooperation are greatly appreciated.

Very truly yours,


Miriam L. Azrael

MLA/blm



December 9, 1996

Rc: 1807 Selma Av.

Mimi,

I have listed below the meter installation dates for the above-mentioned property. Our records do not indicate when meters have been seperated, but I hope the installation dates will help.

1FL - Meter No. 409197 - gas - set June 1, 1961
Meter No. G42177272 - electric - set September 1, 1960

2FL - Meter No. 393331 - gas - set February 1, 1966
Meter No. G48623049 - electric - set February 1, 1991

If I can be of further assistance, please call me at 410-234-5870.

Michele Ebert
Consumer Affairs

TIMELINE

5/18/33	DEED	From SHOVER, et ux. To McCARRON, et ux.
9/1/60	BGE	Electric meter No. G42177272 reset/set
9/1/61	BGE	Gas meter No. 409197 reset/set
2/1/66	BGE	Gas meter No. 393331 reset/set
6/12/69	DEED	From McCARRON, widow to ROWE, et ux.
6/25/71	DEED	From ROWE, et ux. To McCUBBIN, et ux.
9/14/76	CONTRACT	Purchaser BOWEN from McCUBBIN, et ux.
11/29/76	DEED	From McCUBBIN, et ux to BOWEN

6799 : This Deed made this 18th day of April 1933 between Henry G Shover and
Henry G Shover & Wf : Lydia Shover his wife of Baltimore County in the State of Maryland
Deed to : parties of the first part and John J McCarron and Mary E McCarron
John J McCarron & Wf : his wife of the City of Baltimore State of Maryland parties of the
U S B-\$2.50 : second part

Witnesseth that in consideration of the sum of Five Dollars and other good and valuable
considerations the receipt whereof is hereby acknowledged the said Henry G Shover and Lydia
Shover his wife do grant and convey unto the said John J McCarron and Mary E McCarron his
wife as tenants by the entirety their heirs and assigns forever in fee simple all that lot
of ground and improvements thereon situate in the County and State aforesaid and designated
and known as lot number three hundred and eighty-seven (387) on the Plat of Halethorpe which
Plat is recorded among the Plat Records of Baltimore County in Plat Book J W S No 1 folio 60
etc which Plat is referred to for more particular description

Being the same lot of ground and improvements mentioned in a deed dated June 26 1923 and
recorded among the Land Records of Baltimore County in Liber W P C No 574 folio 382 etc was
conveyed by Robert L Rumpf and Anna Edna Rumpf his wife to said grantors

Together with the buildings thereupon and the rights alleys ways waters privileges appur-
tenances and advantages thereto belonging or in anywise appertaining

To have and to hold the said described lot of ground and premises unto and to the use of
the said John J McCarron and Mary E McCarron his wife as tenants by the entirety the
survivor of them his her or their assigns forever in fee simple :

And the said Henry G Shover and Lydia Shover his wife do 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 hereby 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	Henry G Shover	(SEAL)
Rose Sharrew	Lydia Shover	(SEAL)

State of Maryland City of Baltimore to wit

I Hereby certify that on this 19th day of April 1933 before me the subscriber a Notary
Public of the State of Maryland in and for Baltimore City aforesaid personally appeared
Henry G Shover and Lydia Shover his wife and each acknowledged the foregoing deed to be
their act

As witness my hand and Notarial Seal

Rose Sharrew

(Notarial Seal)

Notary Public

Recorded April 20 1933 at 8.30 A M and Exd per Louis McL Merryman Clerk

6806 : This Release of mortgage made this 11th day of April 1933 by the Loyola
Loyola P B A : Perpetual Building Association of Baltimore City a body corporate
Release to : Witness that whereas Harry E Aidt and Elsie M Aidt his wife have
Harry E Aidt & Wf : paid the sums of money and interest mentioned in a mortgage from them to
said association dated June 2 1927 and recorded among the Mortgage
Records of Baltimore County in Liber W P C No 763 folio 493 &c

Therefore the Loyola Perpetual Building Association of Baltimore City aforesaid doth grant
and release unto said Harry E Aidt and Elsie M Aidt his wife their heirs and assigns the
property described in said mortgage

APR 15 1933

This Deed, Made this 12th day of June,-----

in the year one thousand nine hundred and sixty-nine, by and between MARY E. MC CARRON,

widow, of Baltimore County, State of Maryland, party-----, of the first part, and
 ✓ ALBERT L. ROWE and MARY HERBERT ROWE, his wife, of Baltimore County, State of Maryland,
 parties-----
 of the second part.

Witnesseth, that in consideration of the sum of Ten Cents (\$.10) and natural love and
 affection,-----

the said party of the first part-----

doth hereby grant and convey unto the said parties of the second part, as tenants by the
 entireties, their assigns, the survivor of them and the survivor's-----

heirs and assigns,-----

in fee simple, all that----- lot(s) of ground, situate, lying and being in

Baltimore County-----, State of Maryland, and described as follows, that is to say:—

Beginning for the same and being known and designated as lot number three hundred
 and eighty-seven (387) on the Plat of Halethorpe, which Plat is recorded among the
 Plat Records of Baltimore County in Plat Book J.W.S. No. 1, folio 60, etc.
 The improvements thereon being known as No. 1807 Selma Avenue.

BEING the same lot or parcel of ground as described in a Deed dated April 18, 1933
 and recorded among the Land Records of Baltimore County in Liber L.McL.M. No. 909,
 folio 387 from Henry G. Shover and Lydia Shover, his wife, to John J. McCarron and Mary
 E. McCarron, his wife, as tenants by the entireties. The said John J. McCarron departed
 this life on or about April 24, 1939 thereby vesting absolute title by operation of law
 in the said Mary E. McCarron, the Grantor herein.

THIS DEED was prepared without the benefit of title examination and based on infor-
 mation furnished by the parties herein.

TRANSFER TAX NOT REQUIRED

6-18-69

NORTHON
 Director of FID

For: *Alma M. Doolittle*
 Authorized Signature

Res 6 Sec 12 B

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 parties of the second part, as tenants by the entireties, their assigns,

the survivor of them and the survivor's-----heirs and assigns,-----

----- in fee simple.

And the said party of the first part hereby covenants 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 specially the property granted and that she will execute such further assurances of the same as may be requisite.

Witness the hand and seal of said grantor.

Test:

Norman B. Creswell

Mary E. McCarron

Mary E. McCarron

[SEAL]

[SEAL]

State of Maryland, COUNTY OF BALTIMORE

, to wit:

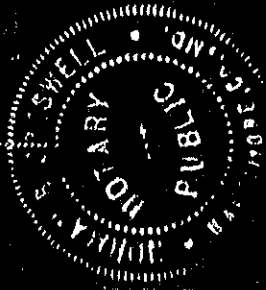
I HEREBY CERTIFY, That on this 12th day of June, 1969, before me, the subscriber, a Notary Public of the State of Maryland, ~~and for~~----- personally appeared Mary E. McCarron, widow, Grantor herein,

known to me (or satisfactorily proven) to be the person ~~(s)~~ whose name ~~(s)~~ is ~~and~~ subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained, and in my presence signed and sealed the same.

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

My Commission expires:

July 1, 1969



Norman B. Creswell
Notary Public

Rec'd for record JUN 19 1969 at 7:15 PM
Per Orville T. Gosnell, Clerk
Mail to *Robert J. Mubauer*
Receipt No. 255858 \$ 1.00

49.50
75.00

13,000
225.00

LIBER 5196 PAGE 256

FEE-SIMPLE DEED — INDIVIDUAL GRANTOR AND GRANTEE — 40

This Deed, Made this 25th day of June

in the year one thousand nine hundred and seventy-one, by and between
✓ ALBERT L. ROWE and MARY HERBERT ROWE, his wife

✓ of the first part, and
✓ NICHOLAS P. McCUBBIN and BERTHA A. McCUBBIN, his wife
of the second part.

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

the said

ALBERT L. ROWE and MARY HERBERT ROWE, his wife

JUN 25-71	2 9850	***133.50
JUN 25-71	2 9850	****75.00
JUN 25-71	2 9849	****49.50
JUN 25-71	2 9848	*****9.00

do hereby grant and convey unto the said

NICHOLAS P. McCUBBIN and BERTHA A. McCUBBIN, his wife as tenants by the entireties, the survivor of them and the survivor's

heirs and assigns,

in fee simple, all that lot(X) of ground, situate, lying and being in

BALTIMORE COUNTY

, State of Maryland, and described as follows, that is to say:—

~~Beginning for the~~

BEING known and designated as Lot No. 387 on the Plat of Halethorpe, which Plat is recorded among the Land Records of Baltimore County in Plat Book J.W.S. No. 1, folio 60. The improvements thereon being known as No. 1807 Selma Avenue.

BEING the same lot of ground which by deed dated June 12, 1969, and recorded among the Land Records of Baltimore County in Liber O.T.G. No. 5003, folio 458, was granted and conveyed by Mary E. McCarron, Widow, to the within Grantors.

Subject to the legal effect and operation of Agreements, Conditions, Restrictions, and Easements of Record.

PAID 7 4 68 JUN 25

225.00 MSC

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

NICHOLAS O. McCUBBIN and BERTHA A. McCUBBIN, his wife as tenants by the entireties, the survivor of them and the survivor's

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 hand s and seal s of said grantor s

TEST:

Samuel Kimmel
SAMUEL KIMMEL

Albert L. Rowe [SEAL]
ALBERT L. ROWE

Mary Herbert Rowe [SEAL]
MARY HERBERT ROWE

State of Maryland, BALTIMORE COUNTY

, to wit:

I HEREBY CERTIFY, That on this 25th day of June, 1971,

before me, the subscriber, a Notary Public of the State of Maryland, in and for

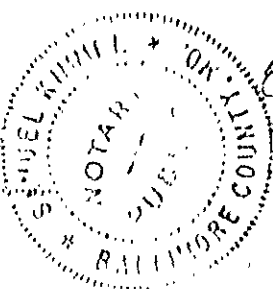
BALTIMORE COUNTY, personally appeared ALBERT L. ROWE and MARY HERBERT ROWE, his wife

known to me (or satisfactorily proven) to be the person(s) whose name(s) ~~are~~ subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained, and in my presence signed and sealed the same.

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

My Commission expires:

JULY 1, 1974



Samuel Kimmel
Notary Public
Rec'd for record JUN 25 1971 at 2 P
Per Orville T. Gosnell, Clerk
Mail to Kimmel & Potbury
Receipt No. 900

INDIVIDUAL

CITY AND COUNTY FORM.

This Mortgage, Made this 25th day of JUNE, in the year one thousand, nine hundred and seventy-one, between NICHOLAS O. McCUBBIN and BERTHA A. McCUBBIN, his wife

of BALTIMORE COUNTY, in the State of Maryland, Mortgagor, and the SLAVIN SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee;

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of TWELVE THOUSAND TWO HUNDRED FIFTY and 00/100 (\$12,250.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of SEVEN AND THREE QUARTERS PERCENT (7 3/4%) per annum in the manner following:

By the payment of ONE HUNDRED FIFTEEN dollars and 33/100 Dollars, commencing on the 25th day of JULY, 1971, and continuing on the 25th day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum;

The due execution of this mortgage having been a condition precedent to the granting of said advance;

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assigns unto the said Mortgagee, its successors and assigns, all that lot (X) of ground situate and lying in BALTIMORE COUNTY, in said State, and described as follows:

BEING KNOWN and designated as Lot No. 387 on the Plat of Halethorpe, which Plat is recorded among the Land Records of Baltimore County in Plat Book J.W.S. No. 1, folio 60. The improvements thereon being known as No. 1807 Selma Avenue.

BEING the same lot of ground which by deed of even date herewith and recorded or intended to be recorded among the Land Records of Baltimore County prior hereto was granted and conveyed by Albert L. Rowe and Mary Herbert Rowe, his wife to the within Mortgagors.

0501**** 2 12-22 NOV
JUN 25-71 2 9851D# 1050
0501**** 2 9851# 1050
JUN 25-71

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland passed at the January Session of the General Assembly in the year 1935 or any supplement, amendment, or addition thereto. Together with the improvements thereon and the rents and profits therefrom.

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

[illegible]

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced may be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

Provided, however, if the said Mortgagor, his heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this mortgage shall be void.

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the 25th day of each month until the said debt is fully paid the following sums: an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth ($\frac{1}{12}$) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in such companies, through such agents or brokers, and such form as shall be satisfactory to the Mortgagee, its successors or assigns, to the extent necessary to protect its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be enumerated by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the covenants or conditions hereof for thirty days; (9) to pay a late charge not to exceed the greater of Two (\$2.00) Dollars or five per cent (5%) of the total amount of any delinquent or late periodic installment of interest and principal which is received at the office of the Mortgagee more than fifteen (15) calendar days after the due date thereof to cover the extra expense involved in handling

delinquent payments; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, provided that two months advance interest may be charged on that part of the aggregate amount of all prepayments made in any twelve month period which exceeds thirty three and one third per cent (83 1/3%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment, provided that no such charge may be imposed after the expiration of three (3) years from the date hereof;

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or JOSEPH K. POKORNY its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland and the Maryland Rules of Procedure, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of One Hundred Dollars (\$100.00) and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not including interest thereon until final ratification of the auditors account; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions, all attorneys' fees and all such expenses and costs shall be paid by the Mortgagor in the event that the Mortgage debt shall be paid after any advertisement of said property but before the sale thereof.

The said Mortgagor covenants that he will warrant specially the property hereby mortgaged, and that he will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

The Mortgagor by execution of this instrument certifies that prior to such execution he has received both a fully executed agreement as to the contractual rate of interest and a loan disclosure statement in connection with this loan as required by Article 40 of the Annotated Code of Maryland.

WITNESS the hand(s) and seal(s) of the said Mortgagor(s).

WITNESS:

Nicholas O. McCubbin (SEAL)
NICHOLAS O. McCUBBIN

Bertha A. McCubbin (SEAL)
BERTHA A. McCUBBIN

(SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

On this 25th day of JUNE, 1971, before me, a Notary Public of said State, personally appeared NICHOLAS O. McCUBBIN and BERTHA A. McCUBBIN, his wife

known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, acknowledged that they executed the same for the purposes therein contained.

At the same time and also appeared Richard K. Riva, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

My commission expires JULY 1, 1974

Samuel Kimmel
SAMUEL KIMMEL
Notary Public.

This is to Certify that the within instrument was prepared by or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Samuel Kimmel
SAMUEL KIMMEL
Attorney.



Rec'd for record JUN 25 1971 at 2 P
Per Orville T. Coanell, Clerk
Mail to Kimmel & Pokorny
Receipt No. 10150

8007 LIBERTY ROAD
BALTIMORE, MARYLAND 21207
1014 INGLESIDE AVENUE
CATONSVILLE, MARYLAND 21228
LIBERTY ROAD
ELDERSBURG, MARYLAND 21784
4816 LEEDS AVENUE
BALTIMORE, MARYLAND 21229

Witness *J. Eckman* _____ *Nicholas O. McLaughlin* (SEAL)
 Witness _____ *Bertha R. McLaughlin* (SEAL)
 Witness _____ (SEAL)

THIS DEED, Made on this 29th day of November, in the year one thousand nine hundred and seventy-six, by and between Nicholas P. McCubbin and Bertha A. McCubbin, his wife, parties of the first part and Cheryl Y. Bowen, party of the second part, all of Baltimore County, State of Maryland.

WITNESSETH, That for and in consideration of the sum of Five Dollars (\$5.00) and other good and valuable considerations, this day paid, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, her heirs and assigns, in fee simple, all that lot of ground situate and being in the 13th Election District of Baltimore County, State of Maryland, and described as follows:

Lot numbered 387 on the Plat of Halethorpe, which Plat is duly recorded among the Land Records of Baltimore County in Plat Book J. W. S. No. 1, folio 60. The improvements thereon being known as 1807 Selma Avenue.

BEING the same lot of ground and premises which by deed dated June 25, 1971, and recorded among the Land Records of Baltimore County in Liber O. T. G. No. 5196, folio 256, etc., was granted and conveyed by Albert L. Rowe and Mary Herbert Rowe, his wife, unto Nicholas P. McCubbin and Bertha A. McCubbin, 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 party of the second part, her heirs and assigns, in fee simple; subject, however, to the conditions and restrictions of record, if any.

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 hereby granted, and that they will execute such further assurances of the same

THIS DEED, Made on this 29th day of November, in the year one thousand nine hundred and seventy-six, by and between Nicholas P. McCubbin and Bertha A. McCubbin, his wife, parties of the first part and Cheryl Y. Bowen, party of the second part, all of Baltimore County, State of Maryland.

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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 hereby granted, and that they will execute such further assurances of the same

as may be requisite.

WITNESS the hands and seals of the said Grantors.

TEST:

Nicholas P. McCubbin (SEAL)
Nicholas P. McCubbin

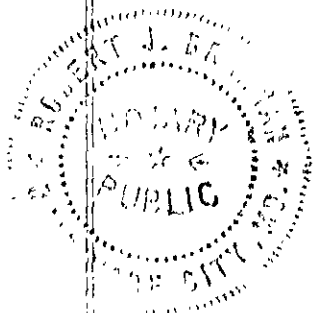
Robert J. Brannan
Robert J. Brannan

Bertha A. McCubbin (SEAL)
Bertha A. McCubbin

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 29th day of November, in the year one thousand nine hundred and seventy-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Nicholas P. McCubbin and Bertha A. McCubbin, his wife, the Grantors herein, known to me to be the persons whose names are subscribed to the within instrument, and they acknowledged the foregoing Deed to be their act and that they executed the same for the purposes therein contained.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my Notarial Seal.



Robert J. Brannan
Robert J. Brannan Notary Public

Rec'd for record DEC 1 1976 at 1035^A M
Per Elmer H. Kahline, Jr., Clerk
Mail to Edward J. Brannan
Receipt No. 38.00

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Plat to accompany Petition for Zoning ☐ Variance ☒ Special Hearing

PROPERTY ADDRESS: 1807 Selma Avenue

see pages 5 & 6 of the CHECKLIST for additional required information

Subdivision name: Halethorpe

plat book# 1, folio# 60, lot# 387, section#

OWNER: Cheryl Y. Bowen

97-275 SPA

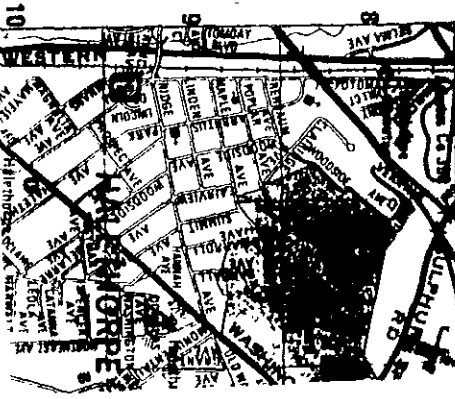
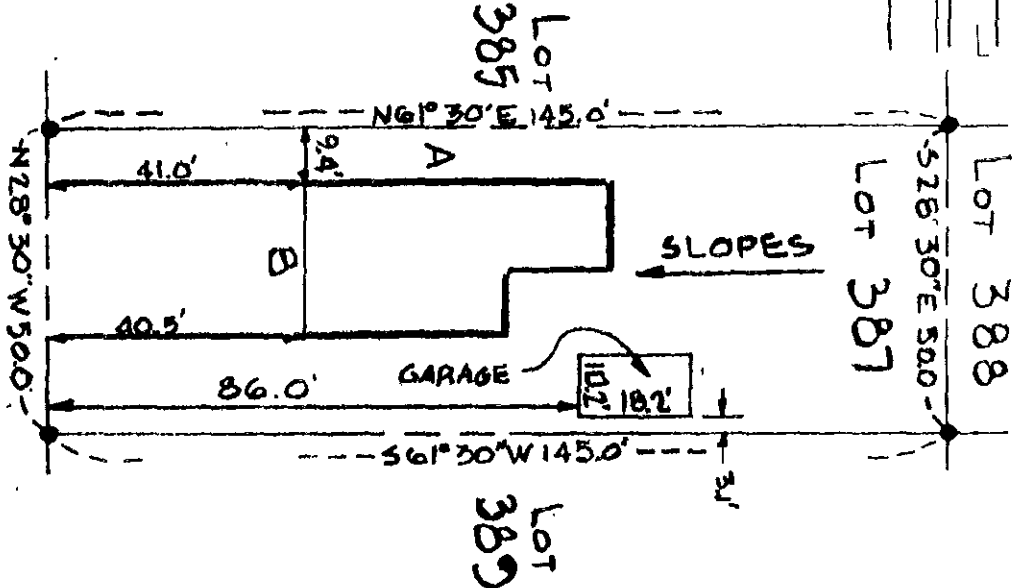
North

date: 10/76
prepared by: Russell R. Klages

Scale of Drawing: 1" = 30'

TO PROSPECT AVENUE

SELMA AVENUE
MAC. RD



Vicinity Map
scale: 1" = 1000'

LOCATION INFORMATION

Election District: 13
Councilmanic District: 1

1" = 200' scale map#: SW 6D

Zoning: D.R. 5.5

Lot size: .166 acreage
7,250 square feet

SEWER: ☒ public ☐ private
WATER: ☒ ☐

Chesapeake Bay Critical Area: ☐ ☒
Prior Zoning Hearings: None

Zoning Office USE ONLY

reviewed by: ITEM #: CASE#:

mk 275

97275



ML

SELMA

LINCOLN

PARK

PROSPECT

AVE. D

WOODSIDE

ARBUS

RIDGE

AVENUE

AVENUE

AVENUE

AVENUE

AVENUE

CHALETH

ML-AS