

IN RE: PETITION FOR SPECIAL HEARING
E/S Veronica Ave., 245 ft. +/-
S from c/l Ruth Avenue
2509 Veronica Avenue
15th Election District
7th Councilmanic District
Robert F. Priller
Petitioner

* BEFORE THE
* ZONING COMMISSIONER
* OF BALTIMORE COUNTY
* Case No. 97-507-SPH

* * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before the Zoning Commissioner as a Petition for Special Hearing for the property located at 2509 Veronica Avenue in the Edgemere section of Baltimore County. The Petition was filed by Robert F. Priller, property owner. Special Hearing relief is requested to approve three dwelling units in lieu of the one dwelling unit permitted and for such other and further relief as may be necessary. The subject property and requested relief are more particularly shown on the plan to accompany the Petition for Hearing, submitted with the Petition.

Appearing at the public hearing held for this case was Robert F. Priller, property owner. The Petitioner was represented by Julius W. Lichter, Esquire. Numerous individuals appeared in opposition to the request. They included David E. Smith, Gary A. and Linda Roller, Michael and Ruth Smith, and Tommy E. McWatters.

Testimony and evidence presented was that the subject property is approximately .215 acres in area (9,375 sq. ft.) zoned D.R.5.5. The subject property is actually comprised of three lots of the original subdivision platted as "Krakaw". These three lots are shown on the original plat as lots 85, 86 and 87. Each lot is 25 ft. in width and 125 ft. in depth. Thus, the total property is 75 ft. by 125 ft.

The property is improved with two structures. The primary structure is located towards the front of the property and presently contains two apartments. The dwelling also features an attached carport. To

ORDER REQUIRED FOR FILING
Date 8/13/97
By M. Hosh

the rear of the property is a second building which is used as a single family dwelling. The property also contains a small shed.

Testimony and evidence presented was that Mr. Priller acquired the property in approximately 1990. He purchased the property from the Estate of Mrs. Vergie Wood, who had resided on the lot with her family for many years. Mr. Priller indicated that when he purchased the property, he did so with the understanding that same could be used as a three apartment investment property. A copy of the deed of acquisition was submitted as an exhibit as well as an appraisal of the property done at that time. The appraisal indicates that the property was available for three apartments at the time of Mr. Priller's acquisition.

A number of neighbors appeared in opposition to the request and offered testimony about the historic use of the property. Apparently, the site was purchased by the Wood family in approximately 1953 from Mr. Waskiewicz. Thereafter, the front structure was constructed and later, the rear building added. Several neighbors who have resided in the community for many years testified that following the death of her husband, Mrs. Wood lived alone in the front house. They testified that, prior to her death, the property was used exclusively by one family. Apparently the Wood's family lived in the front building and the rear structure was originally constructed as a work shop. Also, the property has fallen into a state of disrepair and is the subject of an active zoning violation case. In fact, this instant case was instituted as a result of an inspection by the County brought about by a complaint from a neighbor. Testimony from the witnesses present was that the property has deteriorated and, in fact, Mr. Priller indicated that the management company which supervises the rental of the units has not kept up the property appropriately.

As noted above, the property is zoned D.R.5.5 and is less than 10,000 sq. ft. in area. Under this zoning classification and based on the proper-

ty's size, the site can be used only for one single family dwelling, pursuant to the Baltimore County Zoning Regulations. An exception to this requirement is permitted only if the property is a nonconforming use, as defined by Section 101 of the BCZR. Essentially, a nonconforming use is used to grandfather an otherwise illegal use. That is, if the use of the property was as a three apartment use prior to when the lot became zoned D.R.5.5, that use can continue despite the rezoning of the site to a classification which permits only a single family dwelling.

The overwhelming testimony and evidence presented in this case is that the property is not nonconforming. The testimony presented by the neighbors was particularly persuasive. Several of the neighbors who testified have lived in the neighborhood for many years and their testimony was uncontradicted and persuasive that the apartment use did not begin on this site until Mr. Priller's acquisition in approximately 1990. Prior to that time, while the Wood family lived on the site, the front building was used as a single family dwelling and there were no other apartments on the site. The property has been zoned D.R.5.5 since well prior to 1990.

Based upon the testimony and evidence presented, the Petition for Special Hearing must be denied. Therefore, the property owner can use the site only in accordance with the BCZR. The front structure must be used only as a single family dwelling and the rear structure cannot be used for any residential purposes, but only as a garage or other accessory purposes. Although I am somewhat sympathetic to Mr. Priller's plight, his ignorance of the zoning regulations at the time of his purchase does not excuse compliance with same.

For all of these reasons, the Petition for Special Hearing shall be denied.

ORDER RECORDED FOR FILING
DATE 8/13/97
BY [Signature]

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

THEREFORE, IT IS ORDERED by the Zoning Commissioner of Baltimore County this 13th day of August 1997 that, pursuant to the Petition for Special Hearing, approval for three dwelling units in lieu of one dwelling unit, be and is hereby DENIED.

Any appeal from this decision must be taken in accordance with the applicable provisions of law.

1. Within 90 days from the date of this Order, the dwellings shall be converted so as to only allow a single family use of the front dwelling, and no residential use of the rear structure.
2. Upon request and reasonable notice, the Petitioner shall permit a representative of the Zoning Enforcement Division to make an inspection of the subject property to ensure compliance with this Order.


LAWRENCE E. SCHMIDT
Zoning Commissioner
for Baltimore County

LES:mmm



Baltimore County
Zoning Commissioner
Office of Planning

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

August 12, 1997

Julius W. Lichter, Esquire
Levin and Gann
305 W. Chesapeake Avenue, Suite 113
Towson, Maryland 21204

RE: Petition for Special Hearing
Case No. 97-507-SPH
Property: 2509 Veronica Avenue
Robert F. Priller, Petitioner

Dear Mr. Lichter:

Enclosed please find the decision rendered in the above captioned case. The Petition for Special Hearing has been denied, in accordance with the attached Order.

In the event any party finds the decision rendered 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 Appeals Clerk at 887-3391.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Lawrence E. Schmidt", is written over the typed name.

LAWRENCE E. SCHMIDT
Zoning Commissioner
for Baltimore County

LES:mmm
encl.

- c: Mr. Robert F. Priller, 1703 Greencastle Drive, Balto.Md. 21237
- c: Mr. David E. Smith, 2508 Peck Avenue, Balto. Md. 21219
- Mr. and Mrs. Gary A. Roller, 2510 Veronica Avenue, Balto. Md. 21219
- Mr. and Mrs. Michael Smith, 2508 Veronica Ave., Balto. Md. 21219
- Mr. Mark Henderson, 2509 Peck Avenue, Balto. Md. 21219
- Mr. Tommy E. McWatters, 2505 Veronica Avenue, Balto.Md. 21219
- Ms. Tammy Piechocki, 2509 Veronica Avenue, Balto. Md. 21219



RE: PETITION FOR SPECIAL HEARING
2509 Veronica Avenue, E/S Veronica Ave,
245'+/- S from c/l Ruth Avenue
15th Election District, 7th Councilmanic

Legal Owner(s): Robert F. Priller
Petitioner

* BEFORE THE
* ZONING COMMISSIONER
* OF BALTIMORE COUNTY
* CASE NO. 97-507-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 5th day of June, 1997, a copy of the foregoing Entry of Appearance was mailed to Julius W. Lichter, Esq., Levin & Gann, 305 W. Chesapeake Avenue, Towson, MD 21204, attorney for Petitioners.

Peter Max Zimmerman
PETER MAX ZIMMERMAN

CRITICAL
AREA



Petition for Special Hearing

to the Zoning Commissioner of Baltimore County

for the property located at

2509 Veronica Avenue

97-507-SPH

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

three (3) dwelling units in lieu of one (1) dwelling unit and such other and further relief as may be necessary.

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.

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.

Contract Purchaser/Lessee:

(Type or Print Name)

Signature

Address

City

State

Zipcode

Attorney for Petitioner: Levin & Gann, P.A.

Julius W. Lichter

(Type or Print Name)

Signature

305 W. Chesapeake Ave. 321-0600

Address Phone No.

Towson, Maryland 21204

City State Zipcode

Legal Owner(s):

Robert F. Priller

(Type or Print Name)

Signature

(Type or Print Name)

Signature

1703 Greencastle Dr. 410-833-5052

Address Phone No.

Baltimore, Maryland 21237

City State Zipcode

Name, Address and phone number of legal owner, contract purchaser or representative to be contacted.

Name

Address

Phone No.

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING

unavailable for Hearing

the following dates _____ Next Two Months

ALL _____ OTHER _____

REVIEWED BY: JWA DATE 3-18-97

RT

#507



97-507-SPH

.Zoning description of 2509 Veronica avenue.

Beginning at a point on the east side of Veronica Ave. which is 75 feet of the right of way wide at the distance of 245 Feet south of the centerline of the nearest improved intersecting street, Ruth Avenue. Being lot #85,86.87, map 111, grid 14, parcel 96 in the Krakow subdivision as recorded in Baltimore County plat book # 6, Folio # 153 containing 0.215 acres, also known as 2509 Veronica Avenue and located in the 15th Election District, the councilmanic District. The subject property is located on the east side of Veronica Avenue, approximately 245 feet south of Ruth Avenue, in the 15th Election District of Baltimore County, Maryland. Its mailing address is 2509 Veronica Avenue (formerly known as 108 Veronica Avenue)

The total land area equals 0.215 acres more or less and the outline is shaped in the form of a rectangle . The average dimension being 75 Ft. by 125 Ft. more or less.

Topographically, the land is level and meets with grade on the east side of Veronica Avenue.

Improvements on the property are represented by a one story masonry bungalow with an enclosed rear porch and an attached carport, a second one story masonry bungalow with an enclosed rear porch and a 8 by 12 wood frame utility shed.

ITEM # 507

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

No. 028721

DATE 3-18-97 ACCOUNT Fee/ - 6150

AMOUNT \$ 50.00

R. Peller
RECEIVED FROM: 2509 VERONICA AVE.

SD. HRC (030)

FOR:

01400#0272WICRC
B# E011:26AMB3-18-97

\$50.00

DISTRIBUTION
WHITE - CASHIER PINK - AGENCY YELLOW - CUSTOMER

VALIDATION OR SIGNATURE OF CASHIER

JCM

ITEM NUMBER VOIDED.
THIS RECEIPT WILL BE
APPLIED TOWARDS NEW
PETITION FILING

NEW ITEM # 507

SOPHIA
4/4/97

CERTIFICATE OF POSTING

RE: Case No.: 97-507 SPH

Petitioner/Developer: PRILLER, ETAL
46 JULIUS LICHTER, ESQ

Date of Hearing/Closing: 6/25/97
@ 2:00 PM.

Baltimore County Department of
Permits and Development Management
County Office Building, Room 111
111 West Chesapeake Avenue
Towson, MD 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 #2509 VERONICA AVE.

The sign(s) were posted on _____

6/9/97
(Month, Day/Year)

Sincerely,

(Signature of Sign Poster and Date)

Patrick M. O'Keele

(Printed Name)

523 Pehny Lane

(Address)

Hunt Valley, MD 21030

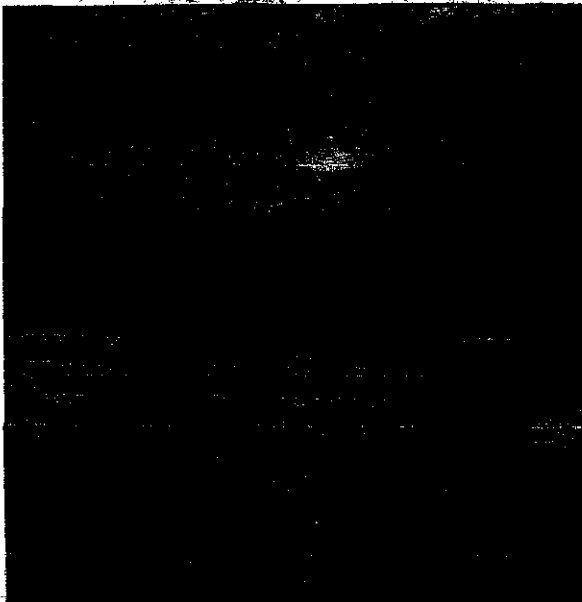
(City, State, Zip Code)

(410) 666-5366

(Telephone Number)

Pager (410) 646-8354

9/96
cert doc



97-507 SPH
#2509 VERONICA AVE

H-6/25/97

P-6/9/97

CERTIFICATE OF POSTING

RE: Case No.: 97-507-SPH

Petitioner/Developer: PRILLER, ETAL
c/o JULIUS LICHTER, ESQ

Date of Hearing/Closing: 8/7/97

Baltimore County Department of
Permits and Development Management
County Office Building, Room 111
111 West Chesapeake Avenue
Towson, MD 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 #2509 VERONICA AVE.

The sign(s) were posted on 7/21/97
(Month, Day, Year)

Sincerely,

Patrick M. O'Keefe 7/28/97
(Signature of Sign Poster and Date)

Patrick M. O'Keefe

(Printed Name)

523 Penny Lane

(Address)

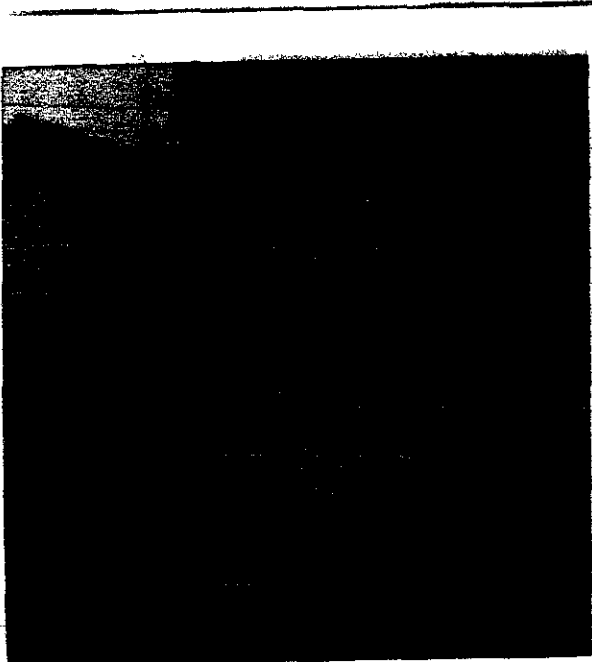
Hunt Valley, MD 21030

(City, State, Zip Code)

(410) 666-5366

Fax (410) 646-8354

(Telephone Number)



PRILLER
#2509-VERONICA AVE.
7-7/21/97 (H: 8/7/97)

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:

ZONING NOTICE

Case No.: 97-507 SPH

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

PLACE: _____

DATE AND TIME: _____

REQUEST: SPECIAL HEARING TO ALLOW THREE (3) DWELLING
UNITS IN LIEU OF THE PERMITTED ONE (1) DWELLING
UNIT.

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

TO: PUTUXENT PUBLISHING COMPANY
May 28, 1997 Issue - Jeffersonian

Please forward billing to:

Julius W. Lichter, Esq.
Levin & Gann, P.A.
305 W. Chesapeake Avenue
Towson, MD 21204
410-321-0600

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 in Towson, Maryland on the property identified herein as follows:

CASE NUMBER: 97-507-SPH
2509 Veronica Avenue
E/S Veronica Avenue, 245' +/- S from c/l Ruth Avenue
15th Election District - 7th Councilmanic
Legal Owner(s): Robert F. Priller

Special Hearing to approve three (3) dwelling units in lieu of one (1) dwelling unit and such other and further relief as may be necessary.

HEARING: WEDNESDAY, JUNE 25, 1997 at 2:00 p.m., 4th floor hearing room Courts Bldg., 401 Bosley Avenue.

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

May 19, 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 in Towson, Maryland on the property identified herein as follows:

CASE NUMBER: 97-507-SPH
2509 Veronica Avenue
E/S Veronica Avenue, 245' +/- S from c/l Ruth Avenue
15th Election District - 7th Councilmanic
Legal Owner(s): Robert F. Priller

Special Hearing to approve three (3) dwelling units in lieu of one (1) dwelling unit and such other and further relief as may be necessary.

HEARING: WEDNESDAY, JUNE 25, 1997 at 2:00 p.m., 4th floor hearing room Courts Bldg., 401 Bosley Avenue.

A handwritten signature in black ink, appearing to read "Arnold Jablon". The signature is fluid and cursive, with a large initial "A" and a long, sweeping underline.

Arnold Jablon
Director

cc: Robert F. Priller
Julius W. Lichter, Esq.

NOTES: (1) YOU MUST HAVE THE ZONING NOTICE SIGN POSTED ON THE PROPERTY BY JUNE 10, 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 OFFICE
MERCANTILE BANK & TRUST BUILDING
2 HOPKINS PLAZA
9TH FLOOR
BALTIMORE, MARYLAND 21201
410-539-3700
TELECOPIER 410-625-9050

LAW OFFICES
LEVIN & GANN
A PROFESSIONAL ASSOCIATION
305 W. CHESAPEAKE AVENUE
TOWSON, MARYLAND 21204
410-321-0600
TELECOPIER 410-296-2801

97-2622
6/4/97
g
bs
ELLIS LEVIN (1893-1960)

JULIUS W. LICHTER

June 2, 1997

Arnold Jablon, Director
Department of Permits and
Development Management
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204

Re: Case Number: 97-507SPH
2509 Veronica Avenue
Hearing Date: June 25, 1997 at 2:00 p.m.

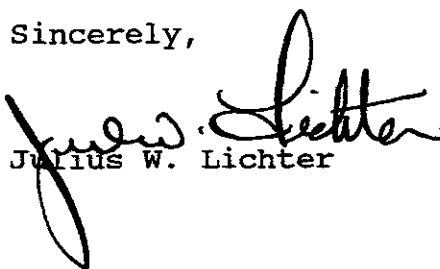
REQUEST FOR POSTPONEMENT

Dear Mr. Jablon:

I just received notice of the above hearing date and time. I hereby request a postponement as I will be out of the Country from June 14, 1997 thru July 4, 1997 on vacation with my family.

Please reschedule the hearing on a later date. Many thanks for your anticipated cooperation.

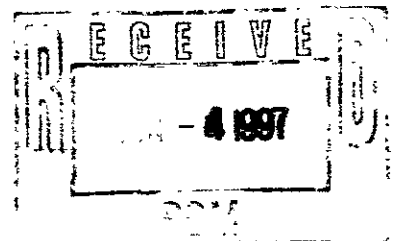
Sincerely,


Julius W. Lichter

JWL/lis

wpwin5 2/correspo/62aj.ltr

cc: Mr. Robert F. Priller





Baltimore County
Department of Permits and
Development Management

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

June 9, 1997

Julius W. Lichter, Esq.
Levin & Gann, PA
305 W. Chesapeake Avenue
Towson, MD 21204

Re: CASE NUMBER: 97-507-SPH
2509 Veronica Avenue
E/S Veronica Avenue, 245'+/- S from c/l Ruth Avenue
15th Election District - 7th Councilmanic
Legal Owner(s): Robert F. Priller

Dear Mr. Lichter:

The above matter, previously assigned to be hearing on June 25, 1997
has been postponed at your request.

Please be advised that as the individual requesting and receiving the
postponement, the responsibility and costs associated with the
appropriate posting of the property now lies with you. The petitioner
or his/her agent may not personally post or change a zoning sign.
One of the currently approved vendors/posters must be contacted to do
so. Enclosed you will find a listing of those vendors.

If the property has been posted with notice of the June 25th hearing
date, as quickly as possible a notice of postponement should be affixed
to the sign(s). Then, upon notification of the new hearing date, such
sign (s) must be changed to give notice of the new hearing date.

A handwritten signature in black ink, appearing to read "Arnold Jablon". The signature is fluid and cursive, with a large initial "A" and a long, sweeping underline.

Arnold Jablon
Director

cc: Robert F. Priller

AJ:ggs





Baltimore County
Department of Permits and
Development Management

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

July 8, 1997

NOTICE OF REASSIGNMENT

CASE NUMBER: 97-507~SPH
2509 Veronica Avenue
E/S Veronica Avenue, 245'+/- S from c/l Ruth Avenue
15th Election District - 7th Councilmanic
Legal Owner(s): Robert F. Priller

Special Hearing to approve three (3) dwelling units in lieu of one (1)
dwelling unit and such other and further relief as may be necessary.

HEARING: THURSDAY, AUGUST 7, 1997 at 9:00 a.m., Room 407 Courts
Building, 401 Bosley Avenue.

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

ARNOLD JABLON
DIRECTOR

cc: Robert F. Priller
Julius W. Lichter, Esq.
Linda Schewbriger
Mike Smith
Linda Roller
David Smith

PLEASE NOTE THAT THE ZONING SIGN ON THE PROPERTY MUST BE ALTERED TO
GIVE NOTICE OF THE ABOVE HEARING ON OR BEFORE JULY 17, 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

June 24, 1997

Julius W. Lichter, Esquire
Levin & Gann, P.A.
305 W. Chesapeake Avenue
Towson, MD 21204

RE: Item No.: 507
Case No.: 97-507-SPH
Petitioner: Robert F. Priller

Dear Mr. Lichter:

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 March 18, 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 (410-887-3391).

Sincerely,

A handwritten signature in dark ink, appearing to read "W. Carl Richards, Jr.", with a stylized flourish at the end.

W. Carl Richards, Jr.
Zoning Supervisor

WCR/re
Attachment(s)



_____ Attach original petition

Due Date 5/29/97

To: Arnold L. Jablon

From: Bruce Seeley *BS/yp*

Subject: Zoning Item #507

2509 Veronica Avenue

Zoning Advisory Committee Meeting of May 19, 1997

_____ The Department of Environmental Protection and Resource Management has no comments on the above-referenced zoning item.

_____ The Department of Environmental Protection and Resource Management requests an extension for the review of the above-referenced zoning item to determine the extent to which environmental regulations apply to the site.

X The Department of Environmental Protection and Resource Management offers the following comments on the above-referenced zoning item:

_____ Development of the property must comply with the Regulations for the Protection of Water Quality, Streams, Wetlands and Floodplains (Sections 14-331 through 14-350 of the Baltimore County Code).

_____ Development of this property must comply with the Forest Conservation Regulations (Sections 14-401 through 14-422 of the Baltimore County Code).

X Development of this property must comply with the Chesapeake Bay Critical Area Regulations (Sections 26-436 through 26-461, and other Sections, of the Baltimore County Code).

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

I N T E R O F F I C E C O R R E S P O N D E N C E

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

Date: May 29, 1997

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

SUBJECT: Zoning Advisory Committee Meeting
 for May 27, 1997
 Item No. 507

 The Development Plans Review Division has reviewed the subject zoning item. This site is subject to the Baltimore County Development Regulations addressing minor subdivisions.

RWB:HJO:jrb

cc: File

ZONE527.507



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 5-16-97
Item No. 507 RT

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,

/s/ Ronald Burns, Chief
Engineering Access Permits
Division

LG

My telephone number is _____

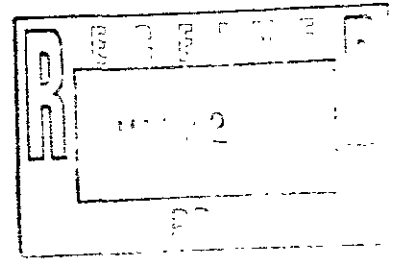
Maryland Relay Service for Impaired Hearing or Speech
1-800-735-2258 Statewide Toll Free

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

Baltimore County Government
Fire Department



700 East Joppa Road Suite 901
Towson, MD 21286-5500



(410) 887-4500

May 20, 1997

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 May 27, 1997

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 Marshall's Office has no comments at this time,
IN REFERENCE TO THE FOLLOWING ITEM NUMBERS:

501, 502, 503, 506, 507, 508, 509, 510, 511, and 512

REVIEWER: LT. ROBERT P. GAUERWALD

Fire Marshal Office, PHONE 887-4851, MS-1102F

cc: File



BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

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

DATE: May 20, 1997

FROM: Arnold F. "Pat" Keller, III, Director
Office of Planning

SUBJECT: Zoning Advisory Petitions

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

Item Nos. 500, 507, 508, 519 and 520

If there should be any questions or if this office can provide additional information, please contact Jeffrey Long in the Office of Planning at (401) 887-3495.

Prepared by:

Jeffrey W. Long

Division Chief:

Pat Keller

AFK/JL

2509 Veronica Avenue
Robert F. Priller, Legal Owner

Violation -- Lenny

Petition was dropped-off by Jules Lichter.

SCJ called Jules on 1/24/97; he was not in; left message.

On 1/24/97, Bob Porter called SCJ. Told him that the petition was being rejected by WCR for the following reasons:

The petition must be specific. Say exactly what the non-conforming residential use is.

The property must be outlined on the 200 scale map.

Need a better vicinity sketch.

The site plan does not have enough detail. Need to show lot, setbacks, streets, etc. Needs to be drawn to scale.

Petition and all paperwork was picked up by Bob Porter on 1/27/97 for revisions.

3/18/97 -- JCM took in petition (item #399).

3/25/97 -- WCR called Jules and told him we need a better plat with the lot drawn on it. Also told him that it couldn't go on the agenda until this happens. WCR told Jules we would briefly hold the petition for revised plans, but then would send it back to him.

4/4/97 -- Per WCR, item #399 voided on pink sheet. Petition, and all accompanying paperwork, mailed back to Jules.

Refiled with RT
Item 507

BALTIMORE OFFICE
MERCANTILE BANK & TRUST BUILDING
2 HOPKINS PLAZA
9TH FLOOR
BALTIMORE, MARYLAND 21201
410-539-3700
TELECOPIER 410-625-9050

LAW OFFICES
LEVIN & GANN
A PROFESSIONAL ASSOCIATION
305 W. CHESAPEAKE AVENUE
TOWSON, MARYLAND 21204
410-321-0600
TELECOPIER 410-296-2801

ELLIS LEVIN (1893-1960)

JULIUS W. LICHTER

March 18, 1997

Hand Delivered

Mr. Carl W. Richards, Jr.
Supervisor
Zoning Review Section
Department of Permits and
Development Management
111 West Chesapeake Avenue
Towson, Maryland 21204

RE: Petition for Special Hearing
2509 Veronica Avenue
Robert F. Priller

Dear Carl:

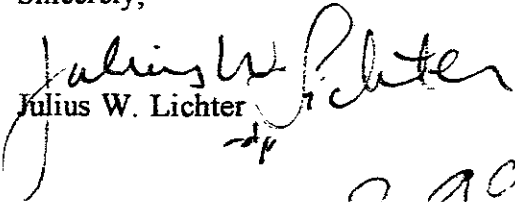
I enclose herewith the following:

1. twelve (12) copies of the Plat to Accompany the Petition for Special Hearing;
2. three (3) legal descriptions;
3. one (1) 200 foot scale zoning map;
4. one (1) aerial photograph;
5. three (3) signed original Petitions for Special Hearing; and
6. a check for \$50.00.

Please note that the subject property has been cited with a zoning violation notice with respect to the use of the property which the Special Hearing will resolve.

Please forward any notices and correspondence with regard to this matter to me. If I may provide additional information, please do not hesitate to contact me.

Sincerely,


Julius W. Lichter

cc: Mr. Robert F. Priller
Mr. Leonard Wasilewski

399

3-18-97

NOTE TO FILE:

APPLICANT ADVISED OF
CHECKLIST INFORMATION MISSING FROM
PLAN, EG., ~~PI~~ LOT LINES, ADJOINING
OWNERS, ETC.

County Zoning Commissioner
Case #97-507-SPH

The property owners of Veronica Avenue are opposed to the requested zoning change. There are a total of nine (9) other single family homes on Veronica Avenue. We could understand re-zoning if there was a mistake in the original zoning or if the character of the neighborhood has changed to such an extent that reclassification properly ought to be made. The fact that re-zoning would make property more valuable is not sufficient reason for re-zoning.

Although a property owner has no legal right to the continuance of a zoning ordinance unchanged, he is entitled to rely on the rule that classification made by ordinance will not be changed unless the change is required for the public good, and is not made merely to accommodate private interests.

There have not been any changes in the character of the neighborhood. The change is not for the public good and the house and property in question are only large enough for a single family to live.

Property owners opposed to the zoning change on Veronica Avenue.

1. Printed Name Linda Shewbridge
Address JACK L. Shewbridge Telephone (410) 477-9012
2507 VERONICA AVE BALTIMORE MD 21219
Signature Jack L. Shewbridge Linda Shewbridge
2. Printed Name Donna Deborah McWatterson Telephone (410) 388-0962
Address 2505 Veronica Ave 21219
Signature Donna B. McWatterson - Tony E. McWatterson
3. Printed Name DAVID E. & DAINE Smith Telephone (410) 477-8450
Address 2508 PECK Ave Edgemere md
Signature David E. Smith Daine Smith
4. Printed Name Sharon Bradowski Telephone ()
Address 2504 VERONICA AVE BALT. 21219
Signature Sharon Bradowski
5. Printed Name HUGH A. POOLE + CORRINA C. POOLE Telephone (410) 477-1693
Address 2501 Veronica Ave. Balt. Md. 21219
Signature Corrina C. Poole - Hugh A. Poole

Mark Henderson
2509 Peck Ave Balt 21219
Mark A Henderson

Additional property owners opposed to the zoning change on Veronica Avenue.

6. Printed Name Alice Carmack Telephone (410) 477-3813
 Address 2511 Veronica Ave Balt Md 21219
 Signature Alice Carmack
7. Printed Name GARY & LINDA ROLLER Telephone (410) 477-8782
 Address 2510 VERONICA AVE. BALTIMORE, M.D. 21219
 Signature Gary & Linda Roller
8. Printed Name DAVID + TERRY COX Telephone (410) 477-8106
 Address 2512 VERONICA AVE. BALT. MD. 21219
 Signature David & Terry Cox
9. Printed Name CHRISTINE CHASE Telephone (410) 477-2486
 Address 2512 Ruth Ave.
 Signature Christine M. Chase

10. FRED DILLON 410-477-2306
 2510 PECK AVE

Fred Dillon

11. PAMELA YEATMAN 410-477-1169
 Pam Yeatman
 2400 Ruth Ave

12. JOYCE BOEHNEIN 410-477-5111
 Joyce Boehnein
 2402 Ruth Ave

13. BILL KOSKEY 410-477-8078
 2506 VERONICA AVE
 Wm. R. Koskey Jr.

14. Michael & Ruth Smith 410-477-8421
 2508 Veronica Ave. Balt., MD 21219
 Michael & Ruth Smith

PROTESTANT(S) SIGN-IN SHEET

ADDRESS

David E. Smith	DAVID E. Smith	2508 PECK Ave	21219
GARY A. ROLLER		2510 VERONICA AVE	21219
Michael Smith	Michael Smith	2508 VERONICA ave	21219
Ruth Smith		2508 Veronica Ave.	21219
LINDA ROLLER		2510 VERONICA AVE	21219
MARK HENDERSON		2509 Peck Ave	21219
TOMMY E. McVatters		2505 VERONICA AVE.	21219
Tammy Piechocki		2509 Veronica Ave	21219

PLEASE PRINT CLEARLY

PETITIONER
CITIZEN SIGN-IN SHEET

NAME

ROBERT F. PRILLER

Julius Richter

ADDRESS

21237
1703 GREENCASTLE DR



This Deed, MADE THIS 28th day of May

in the year one thousand nine hundred and ninety, by and between
 ✓ PERCY J. WOOD, Personal Representative of the Estate of Vergie Wood, Deceased,

of the first party Grantor
 ✓ of the first part, and
 ✓ ROBERT F. PRILLER, of Baltimore County, State of Maryland, party

of the second part, Grantee.

WITNESSETH, That in consideration of the sum of One Hundred Seventeen Thousand Two Hundred Dollars (\$117,200.00),

the said Percy J. Wood, Personal Representative of the Estate of Vergie Wood, Deceased, pursuant to the powers set forth in the Last Will and Testament of Vergie Wood and Section 7-401 of the Estates and Trusts Article of the Annotated Code of Maryland,

doth grant and convey to the said ROBERT F. PRILLER, his

AC/F 13.00
 A T TX 526.00
 A DDCS 567.50
 DEED 0
 SH CLERK 1186.50
 #04027 0003 501 714:1
 04/27/90

personal representatives ~~and assigns~~ and assigns

, in fee simple, all those

lots of ground situate in the 15th Election District of Baltimore County, State of Maryland, and described as follows, that is to say:

BEING KNOWN AND DESIGNATED as Lots Nos. 85, 86 and 87 on the Plat of "Krakow", which Plat is recorded among the Plat Records of Baltimore County in Plat Book WPC No. 6, folio 153. The improvements thereon being known as No. 2509 Veronica Avenue.

BEING THE SAME lots of ground which by Deed dated July 25, 1953 and recorded among the Land Records of Baltimore County in Liber GLB No. 2334, folio 1 were granted and conveyed from Teofil Waszkiewicz, widower, unto Vergie Wood.

THE SAID Vergie Wood departed this life on October 1, 1989 and by her Last Will and Testament dated March 21, 1981, appointed Percy J. Wood as her Personal Representative and he qualified as such by filing his approved bond. See Estate No. 67853, Estate Docket 68/190.

RECEIVED FOR TRANSFER
 State Department of
 Assessments & Taxation
 for Baltimore County

AGRICULTURAL TRANSFER TAX
 NOT APPLICABLE

SIGNATURE [Signature] DATE 4-27-90

4-27-90

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

To HAVE AND To HOLD the said described lots of ground and premises to the said

ROBERT F. PRILLER, his personal representatives ~~and assigns~~ and assigns, in fee simple.

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

WITNESS the hand and seal of said grantor.

Test:

Phyllis Ann Cardwell
Phyllis Ann Cardwell

Percy J. Wood (SEAL)
PERCY J. WOOD, Personal Representative
of the Estate of Vergie Wood, Deceased

(SEAL)

STATE OF MARYLAND, Baltimore County, to wit:

I HEREBY CERTIFY, That on this 28th day of May, before me, in the year one thousand nine hundred and ninety, the subscriber, a Notary Public of the State aforesaid, personally appeared PERCY J. WOOD, Personal Representative of the Estate of Vergie Wood, Deceased, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing Deed to be his act, 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, 1990

Phyllis Ann Cardwell
Phyllis Ann Cardwell Notary Public

MAIL TO: Robert E. Joy, Esquire
1301 Merritt Boulevard
Dundalk, MD 21222

DEED OF TRUST TO SECURE INDEBTEDNESS — INDIVIDUAL — FEE OR LEASEHOLD — MONTHLY PAYMENT — PRINCIPAL, INTEREST AND EXPENSES

Purchase Money
 THIS DEED OF TRUST, is made this *28th* day of *May*, 1990
 by and between ROBERT F. PRILLER,

hereinafter together referred to as "Grantor" ~~XXXXXX~~
 and T. BAYARD WILLIAMS, JR. and ROBERT E. JOY, TRUSTEES,

hereinafter together referred to as "Trustees" whose address is: 1301 Merritt Boulevard, Dundalk, MD, 21222,

WHEREAS, Grantor is justly indebted to PATAPSCO FEDERAL SAVINGS AND LOAN ASSOCIATION,
 in the principal amount of Eighty-seven Thousand Dollars

~~XXXXXX~~ (\$ 87,000.00).

which amount is all or part of the purchase price of the hereinafter described property, for which amount the Grantor has signed and delivered a promissory note of even date herewith payable to the order of PATAPSCO FEDERAL SAVINGS AND LOAN ASSOCIATION,

hereinafter referred to as "Noteholder" or "Beneficiary," whose address is: 1301 Merritt Boulevard, Dundalk, MD, 21222,
 in the principal amount of Eighty-seven Thousand Dollars

with interest thereon at the ^{initial} rate of ten & one quarter percent (10.25 %) per annum ~~XXXXXX~~ (\$ 87,000.00),
~~the following terms, conditions and obligations~~ which shall be adjusted on the first day of March, 1991, and on that day of the same month annually thereafter, changes in the interest rate being governed by changes in the interest rates in an "Index" as provided in the Note secured hereby; any limits on the amount of interest and/or on the amount of the change in interest are set forth in the Note. The loan shall be repaid in initial monthly payments on account of principal and interest in the amount of \$779.61, adjusted on the interest change date so that the loan will be repaid in full as provided in said Note, or, in the event of negative amortization, on a later date chosen from time to time by the noteholder, but no later than 40 years from the date hereof.

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH: That in order to secure the prompt payment of the aforesaid indebtedness, the prompt payment of all the interest thereon, when and as the same shall become due and payable, the prompt payment of all charges and advances hereafter to be made as in said promissory note and in this Deed of Trust set forth and the prompt performance of all of the covenants, conditions and provisions hereinafter set forth and provided, the Grantor, in consideration of the premises hereinabove set forth, does hereby grant and convey ~~XXXXXX~~ in fee simple ~~XXXXXX~~ to the Trustees, all those lot(s) of ground and premises, situate and lying in the County of Baltimore, State of Maryland, and described as follows, that is to say:

BEING KNOWN AND DESIGNATED as Lots Nos. 85, 86 and 87 on the Plat of "Krakow", which Plat is recorded among the Plat Records of Baltimore County in Plat Book WPC No. 6, folio 153. The improvements thereon being known as No. 2509 Veronica Avenue.

BEING THE SAME lots of ground which by Deed dated of even date and recorded or intended to be recorded immediately prior hereto were granted and conveyed by Percy J. Wood, Personal Representative of the Estate of Vergie Wood, Deceased, unto Robert F. Priller, the Grantor herein.

A RC/F 20.00
 MORTG #
 SH CLERK 20
 #04028 C003 R01 T 9
 06/27/90

TOGETHER WITH the buildings and improvements thereon or hereafter erected, and all the rights, alleys, ways, waters, privileges and appurtenances thereto belonging, or in anywise appertaining:

TO HAVE AND TO HOLD the above described lot(s) of ground and premises in fee simple to the Trust, to permit the Grantor to use and occupy the above described land and premises, and to receive the rents, issues and profits thereof, until default be made in the payment of the indebtedness hereby secured or in the performance of the covenants and conditions herein set forth and in said promissory note; and upon full payment of the entire principal sum set forth herein and in said promissory note and any extensions or renewals thereof, and the interest thereon, and all sums advanced or expended as provided in said promissory note and as provided herein, and all other costs, attorneys' fees, charges, commissions and expenses, at any time before the sale herein provided for, to release and reconvey the land and premises hereinbefore described, to, and at the cost of, the Grantor, or to and at the cost of the party or parties then determined to be entitled thereto; *

But upon any default being made in the payment of said principal sum or the interest thereon, in whole or in part, when due or upon any default being made in any other covenant or condition of this Deed of Trust or the note secured hereby, then the whole principal debt hereby secured and then unpaid may thereupon be declared, at the option of the Trustees or the Noteholder, to be due and payable, and foreclosure proceedings may then be instituted as hereinafter set forth;

The said Grantor hereby assents to the passage of a decree for the sale of the herein described property and improvements at any time after a default shall have occurred in any of the covenants of this Deed of Trust or in any of the provisions or conditions of the promissory note evidencing the indebtedness, as herein provided, and the said Grantor also hereby authorizes the Trustees, after any default shall have occurred as aforesaid, to sell the herein described property; such sale, whether under the aforesaid assent to decree or under the aforesaid power of sale, shall be made under, and in accordance with the provisions of, Real Property Article of the Annotated Code of Maryland, Section 7-105 (Acts of 1974, Chapter 12) and the Rules W70 to W77 of the Maryland Rules of Procedure, or under any other general or local laws of the State of Maryland relating to foreclosure of Deeds of Trust, or any supplement, amendment or addition thereto. Such sale shall be made after giving notice by advertisement as required by the aforesaid statute and rules; and the terms of sale may be all cash upon settlement of the sale or on such other terms of sale as the party selling may deem proper and expedient, except as required by the above Statute and Rules.

And upon any such sale of said property under this Deed of Trust, the proceeds shall be applied as follows:

(1) To the payment of all expenses incident to said sale, including a counsel fee of Eight Hundred Dollars (\$ 800.00) for conducting the proceedings if without contest, but if legal services be rendered to the Trustees named in said decree, or the trustees herein in connection with any contested matter in the proceedings, then such additional counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; and a commission to the trustees or 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 of Equity in the State of Maryland;

(2) To the payment of all claims of the Noteholder hereunder, whether the same shall have matured or not, including interest thereon until final ratification of the final Auditor's Account in the foreclosure proceeding;

(3) And the balance remaining, if any, shall be paid to the Grantor, or to whomsoever shall be judicially determined to be entitled to the same;

And in the event the amount due on the principal debt, hereby secured and the interest thereon shall be paid after any advertisement of said property, but before sale thereof, the Grantor shall also be required to pay all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under the Deed of Trust, and a commission on the total amount of the indebtedness, principal and interest, remaining unpaid, equal to one-half of the percentage allowed as commission to Trustees making a sale under a decree of a Court of Equity in Maryland and a counsel fee of Four Hundred Dollars (\$ 400.00), but said sale may be proceeded with unless prior to the day appointed therefor, payment be made of said principal and interest, costs, expenses, commission and fee.

The Grantor covenants and agrees:

1. To pay the indebtedness hereby secured together with the interest thereon at the times and in the manner and amounts set forth in said Note, and in this Deed of Trust, as well as the charges for delinquent or late payments as hereinafter set forth; **

2. To pay all taxes, water and sewer charges and other public dues and charges of every kind whatsoever levied or assessed against the land and premises herein described and the improvements thereon; to pay all ground rents, if any, issuing out of the lot of ground herein described, and to pay all other charges levied or imposed upon or against said property, and to pay all other sums which are required to be paid under the terms of the said promissory note or of this Deed of Trust, including costs, expenses and attorneys' fees incurred by the Trustees or the holder of said note with respect to this Deed of Trust, the said note or the land and improvements herein described, within 30 days after the date these items are due and payable, and the receipts therefor shall be deposited within said period with the Trustees or the holder of said note; and the failure to make such payment or payments, and to deposit the receipts with the Trustee or holder of the Note as aforesaid, shall constitute a default in the terms of this Deed of Trust, and at the option of the holder of the note, the holder of the note may pay these obligations and add the amount thereof to the principal debt upon which amounts, interest, at the rate stated in the note, may be charged, until repaid.

3. In lieu of the payments by the Grantor of the taxes, water and sewer charges, and other public dues and charges, the ground rent, if any, the premium on the policies of fire and extended coverage and any other obligations for which the above described property may become liable, said items being hereinafter referred to as "expenses," at the option of the noteholder, the Grantor covenants to pay monthly to the noteholder, on the same date upon which the payments of principal and interest are made, for the purpose of establishing a fund to assure the payment of the aforesaid expenses, one-twelfth (1/12th) of the yearly aggregate of such expenses as estimated by the noteholder. Said amounts so paid to the noteholder shall be held by the noteholder in trust solely for the purposes indicated and the funds may be commingled with other funds of the noteholder, such deposit as herein required shall be known as "Expense Account," and shall be maintained as a separate account on the books of the noteholder. Noteholder shall promptly pay all of said expenses when and as the same shall become due and payable and charge such payments to such Expense Account; In the event Grantor fails to provide sufficient funds to pay said expenses, the noteholder is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt herein and shall bear interest at the rate hereinbefore stated as the interest payable on the principal debt, from the date of such payment or payments, and the Noteholder shall have a lien under this Deed of Trust on the premises hereinabove described for the amount or amounts so paid, together with the interest thereon as herein stated upon the principal debt. Failure to establish and maintain the aforesaid Expense Account for the payment of the aforesaid

* a release fee not to exceed \$50.00 shall be charged.

** and upon default, a reasonable attorney fee for pre-foreclosure services.

8524-290
INDEX 8524-290 PAGE 23
expenses, shall, at the option of the Noteholder, constitute a default in the Deed of Trust, for which foreclosure of this Deed of Trust may be instituted. In the event any monthly payment made by the Grantor shall be in an amount less than the amount required to pay in full the monthly payments of principal, interest and expense account, the amount or amounts of such payment or payments shall be applied as follows: First, to the payment of the interest due on the date of said payment; Second, any balance remaining shall be credited on account of the unpaid principal, due as of such date, and, Third, any balance remaining shall be credited to the Expense Account.

4. To purchase and pay the premiums therefor, policies of fire and other casualty insurance, insuring the improvements on the above-described land against damage by fire or other casualties, for the benefit of the Trustees and Noteholder, in such companies, through such agents or brokers, and in such form and amount as shall be satisfactory to the Trustees or Noteholder, to the extent necessary, in the opinion of the Trustees or Noteholder, to protect their interest in the above-described property and the lien thereon, and to deliver the policy or policies and all renewal receipts to the Trustees or Noteholder, and in case of failure of the Grantor to purchase and maintain such insurance coverage in full force and effect, the Trustees or the Noteholder may purchase such insurance coverage and add the cost thereof to the principal amount then due and shall become a part of the indebtedness hereby secured by this Deed of Trust, and the amount of the premiums thereon shall be subject to the payment of interest at the rate hereinabove set forth until such premiums are repaid; in the event of any damage or loss sustained by fire or other casualties covered by said policy or policies, the insurance company or companies providing such insurance are hereby directed by the Grantor, and such policies shall provide, that payment of the amount of such loss or damage be made to the Trustees or Noteholder only, and not to the Grantor and Trustees or Noteholder jointly; such payment or payments to the Trustees or Noteholder shall be applied to the extinguishment or reduction of the principal, interest and any unpaid charges, taxes or expenses incurred and secured by this Deed of Trust, whether then due or not; provided, however, that the Trustees or the Noteholder, in lieu of such payment on account of principal, interest, charges, taxes and expenses, may consent in writing to the application of such amounts due from the insurance company or companies, to the reconstruction of the improvements on the hereinabove described lot of ground;

5. To keep the improvements on the above-described lot of ground in good order and condition as they are on the date of this Deed of Trust and not to commit or permit any waste thereof, reasonable wear and depreciation excepted;

6. To pay a late charge, not to exceed the greater of Two Dollars (\$2.00) or one twentieth (1/20th) of the total amount of any delinquent or late periodic installment of principal and interest, which is received by the Trustees or the Noteholder more than fifteen (15) calendar days after the due date thereof.

It is agreed between the parties:

1. The Trustee or Noteholder may, at their option, advance such sums, at any time, for the payment of premiums on any life insurance policy assigned to the Trustees or wherein the Trustees or Noteholder are beneficiary, and which is held by the Trustees or Noteholder as additional collateral for the indebtedness secured by this Deed of Trust, 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 Trustees or Noteholder and bear interest at the rate hereinabove set forth from the date of advancement until repaid;

2. The Trustees in any proceedings to foreclose under the provisions of this Deed of Trust, shall be entitled, without regard to the adequacy or inadequacy of any security for the debt hereby secured, to the appointment of a receiver to collect the rents and profits of said property, the subject of this Deed of Trust, and account therefor as the Court may direct;

3. Should the title to the herein-described property be acquired by any person, persons, partnership or corporation, other than the Grantor, by voluntary or involuntary grant or assignment, by operation of law or in any other manner, without the written consent of the Trustees or the Noteholder, or should the Grantor or any one of them be declared insolvent or bankrupt, then the balance of the principal of said indebtedness then due and to become due, shall, at the option of the Trustees or the Noteholder, immediately become due and payable, together with the interest thereon;

4. In the event the ownership of the property hereinabove described becomes vested in a person other than Grantor, the holder of said note or the Trustees may, without notice to the Grantor, deal with such successor or successors in interest with reference to this instrument and the indebtedness secured hereby in the same manner as with Grantor, and any extension of the time of the payment of the indebtedness or any other modification of the terms of the indebtedness at the instance of the then owner shall not relieve the Grantor of his liability on the note hereby secured or from the performance of any of the covenants and agreements contained herein whether said extension or modification be made with or without the consent of the Grantor;

5. The irrevocable power to remove and substitute one or more of the Trustees named herein or substituted therefor is expressly reserved to the holder of the note secured by this Deed of Trust to be exercised any time hereafter no matter how often, without notice and without specifying any reason therefor by filing for record among the land records where this instrument is recorded a Deed of Appointment, and thereupon all of the title and estate, powers, rights and duties of the trustee thus superseded shall terminate and shall be vested in the successor trustee or trustees. The Grantor and the Trustees herein named or who may hereafter be substituted hereunder, expressly waive notice of the exercise of this power, the giving of bond by any trustee, and any requirement for application to any Court for the removal, substitution or appointment of a trustee hereunder. Each Trustee acting hereunder shall be paid a fee of

Fifty Dollars (\$ 50.00)

for each document which he is required to execute under the terms of this Deed of Trust, or for the performing of any act or service required of said Trustees;

6. In the event of a sale of the hereinabove described property under either the power of sale or assent to decree, such sale may be made, at the option of the holder of the note, subject to one or more of the tenancies entered into subsequent to the recording of this Deed of Trust, in accordance with the provisions of Real Property Article 7-105(d)(2) of the Annotated Code of Maryland;

7. In the event of change of address of the Grantor, the Trustees, or the Beneficiary or noteholder, notice of such change of address shall be promptly forwarded to the other parties;

8. Until default is made, the said Grantor may retain possession of the hereinabove-described property.

The Grantor warrants specially the above-described property and will execute such further assurances of the same as may be requisite.

Whenever used herein, the word "Grantor" shall include the heirs, personal representatives and assigns of the Grantor, or Grantors; "Trustee" or "Trustees" shall include the successors and assigns of the Trustee or Trustees and any substitute or successor Trustee. The use of any gender shall be applicable to all genders; "Noteholder" shall include the heirs, personal representatives, successors and assigns of the individual, individuals, partnership or corporation holding the beneficial interest in the note secured by this Deed of Trust; the use of the singular shall include the plural, and the plural may refer only to the singular.

By execution of this Deed of Trust, Grantor certifies that, prior to such execution, he has received a fully executed agreement as to the contractual rate of interest and a loan disclosure statement in connection with this loan, as required by Commercial Law Article, Section 12, of the Annotated Code of Maryland (Acts of 1975, Chapter 49); and the parties agree that the provisions of the Commercial Law Article, Section 12, of the Annotated Code of Maryland, as to delinquent or late payment charges and prepayment terms, are made a part of this Deed of Trust Agreement, unless other provisions regarding the same are specifically set out herein.

WITNESS the following signatures and seals.

WITNESS:

Phyllis Ann Cardwell
Phyllis Ann Cardwell

Robert F. Priller
ROBERT F. PRILLER (SEAL)

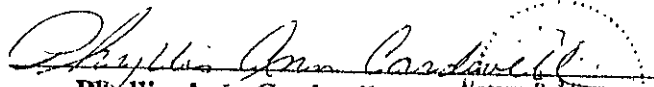
(SEAL)

STATE OF MARYLAND }
County OF Baltimore } to wit:

I HEREBY CERTIFY that on this 28th day of May 1991, before me, a Notary Public of the State of Maryland, personally appeared ROBERT F. PRILLER, known to me, or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within ^{Deed of Trust} ~~Mortgage~~, and who acknowledge that he executed the same for the purposes therein contained At the same time also appeared Bruce R. Gaeth, First Vice President,

^{Beneficiary} ~~Grantor~~ of the within named ^{Deed of Trust} ~~Mortgage~~ and made oath in due form of law that the consideration therein set forth in said ^{Deed of Trust} ~~Mortgage~~ is true and bona fide as therein set forth, that the sum of Eighty-seven Thousand Dollars (\$ 87,000.00) was paid over and disbursed by the ^{Beneficiary} ~~Grantor~~ to either the ^{Beneficiary} ~~Grantor~~ or the person responsible for the disbursement of funds in the closing transaction, or their respective agents at or before the final and complete execution of this ^{Deed of Trust} ~~Mortgage~~; and that he is the First Vice President of the Beneficiary ^{Deed of Trust} ~~Mortgage~~ and duly authorized to make this affidavit.

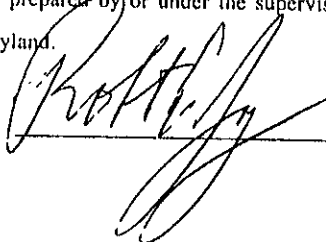
As WITNESS my hand and notarial seal.


Phyllis Ann Cardwell
Notary Public

My Commission Expires:

July 1, 1990

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.


Attorney

288

DEED OF TRUST

FROM

ROBERT F. PRILLER

TO

T. BAYARD WILLIAMS, JR. & ROBERT

E. JOY, TRUSTEES

BLOCK NO. _____

Received for Record, _____, 19____

at _____ o'clock _____ M. Same day recorded

in Liber _____ No. _____ Folio _____ &c.,

one of the Land Records of _____

and examined per _____ Clerk.

Cost of Record, \$ _____

MAIL TO: Robert E. Joy, Esquire
1301 Merritt Boulevard
Dundalk, MD 21222

THE DAILY RECORD CO., BALTIMORE, MD 21202

THIS MORTGAGE, is made this

day of

, 19 90

by and between ROBERT F. PRILLER,

part Y/ of the first part, hereinafter referred to as Mortgagor, whose address is

and ✓PERCY J. WOOD, Personal Representative of the Estate of ✓Vergie Wood, Deceased.

part y of the second part, hereinafter referred to as Mortgagee, whose address is:

WHEREAS, Mortgagor is bona fide indebted to Mortgagee in the sum of Seven Thousand Seven Hundred

Dollars (\$ 7,700.00) for money this day loaned by Mortgagee to Mortgagor, being all or a part of the purchase money for the hereinafter described property, which principal sum Mortgagor hereby covenants and agrees to repay to Mortgagee, ~~together with interest at the rate of _____ per annum, payable _____~~ x-1000000

[illegible]

All sums aforesaid are to be paid in lawful money of the United States of America which shall be the legal tender in payment of all debts and dues, public and private, at the office of the Mortgagee at the address hereinabove stated, or at such other address as the Mortgagee or the holder of this mortgage may, from time to time, designate in writing;

And in order to secure and assure the repayment of said principal sum, the interest thereon and the performance of the covenants herein contained, this mortgage is executed.

NOW, THEREFORE, This Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, Mortgagor does hereby grant, convey and assign to Mortgagee in fee simple ~~the several interests in~~ all those lot(s) of ground and premises situate and lying in Baltimore County, State of Maryland, and described as follows, that is to say:

BEING KNOWN AND DESIGNATED as Lots Nos. 85, 86 and 87 on the Plat of "Krakow", which Plat is recorded among the Plat Records of Baltimore County in Plat Book WPC No. 6, folio 153. The improvements thereon being known as No. 2509 Veronica Avenue.

BEING THE SAME lots of ground which by Deed dated of even date and recorded or intended to be recorded prior hereto were granted and conveyed by Percy J. Wood, Personal Representative of the Estate of Vergie Wood, Deceased, unto Robert F. Priller.

THIS SECOND MORTGAGE is subject to the Deed of Trust by and between Robert F. Priller to T. Bayard Williams, Jr. and Robert E. Joy, Trustees, made in favor of Patapsco Federal Savings and Loan Association in the amount of \$87,000.00, dated of even date and recorded or intended to be recorded immediately prior hereto. A RC/F

MORTG 0 #
SM CLERK 1 0
#04029 CC03 R01 :19
04-11/90

BEFORE the same lot(s) of ground and improvements which are described in the foregoing instrument, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot(s) of ground, with the improvements and appurtenances aforesaid, to the said Mortgagee, in fee simple, to have and to hold unto the said Mortgagee, his heirs and assigns forever, together with the right of redemption, subject to the payment of the principal sum of

PROVIDED, that if the said Mortgagor shall well and truly pay or cause to be paid the aforesaid principal sum of Seven Thousand Seven Hundred Dollars

at the rate of \$7,700.00 per annum, and all the interest thereon when and as such payments shall respectively be due and payable as aforesaid and shall perform each and all of the covenants herein on Mortgagor's part to be performed, then this Mortgage shall be void.

But upon any default being made in the payment of said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this Mortgage, then the whole mortgage debt hereby secured and then unpaid may thereupon be declared to be due and payable, at the option of the Mortgagee, after such default shall have continued for thirty (30) days.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the herein described property at any time after a default has occurred in any of the covenants of this mortgage, as herein provided; and the said Mortgagor hereby authorizes the duly authorized attorney or agent of said Mortgagee, after any default shall have occurred as aforesaid, to sell the hereby mortgaged property. Any such sale, whether under the aforementioned assent to a decree or under the aforementioned power of sale, shall be under the provisions of Real Property Article of the Annotated Code of Maryland Section 7-105 (Acts of 1974 of Chapter 12) and the Rules W70-W76 of the Maryland Rules of Procedure, or under any other general or local laws of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto. Such sale shall be made after giving notice by advertisement as required by the aforesaid Statute and Rules; and the terms of the sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any such sale of said property under this mortgage, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a counsel fee of

One Hundred Fifty Dollars (\$150.00) for conducting the proceedings if without contest, but if legal services be rendered to the Mortgagee or to the Trustee or party selling under the power of sale in connection with any contested matter in the proceedings, then such additional counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; 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 hereunder, whether the same shall have matured or not, including interest thereon until the final ratification of the final Auditor's Account in the foreclosure proceedings; (3) and the balance if any, to the said Mortgagor, or to whomever may be entitled to same. And in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof, the Mortgagor hereby covenants to pay also, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage, and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland and a counsel fee of Fifty Dollars (\$50.00); but said sale may be proceeded with unless, prior to the day appointed therefor, payment be made of said principal and interest, costs, expenses, commission and fee.

AND the said Mortgagor hereby covenants with the Mortgagee as follows:

(1) To repay the mortgage indebtedness hereby secured, together with the interest thereon at the rate aforesaid, at the times and in the amounts aforesaid;

(2) To purchase and pay the premiums thereon, during the term of this mortgage, of all policy or policies of fire and extended coverage insurance on the improvements on the above described lot of ground insuring the same against loss by fire and other hazards, usually referred to as "extended coverage," with an endorsement thereon making the proceeds of the policy or policies, in event of damage by fire or other covered casualty, payable to the Mortgagee to the extent of Mortgagee's lien on the land and improvements, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, in amounts sufficient to protect Mortgagee's lien thereon, and to deliver the policy or policies and all renewal policies or receipts to the Mortgagee; and in the event of any loss by fire or other casualties, the insurance company or companies issuing said policy or policies are hereby, and in said policy or policies are to be, directed by the Mortgagor to make payment for such loss to the Mortgagee only, to the extent of its lien thereon and any unpaid insurance premiums or taxes and other expenses advanced, and not to the Mortgagor and Mortgagee jointly; such payment to the Mortgagee shall be applied to the extinguishment of the principal, interest and other obligations secured by this mortgage, whether then due or not; however, the Mortgagee, in lieu thereof, may consent, in writing, to the application by the Mortgagee of the said insurance proceeds to the reconstruction of the improvements on the mortgage property;

(3) To pay all taxes, water and sewer charges and other public dues and assessments of every kind whatsoever for which the property hereby mortgaged may become liable, and to pay all ground rent, if any, when and as the same shall become due and payable and to deposit receipts for the same with the Mortgagee within 30 days after the due date for such payments;

(4) To pay to the Mortgagee, on the same date upon which the payments on account of principal and interest are made, for the purpose of establishing a fund to assure the payment of the taxes, water and sewer charges, and other public dues and charges, the ground rent, if any, the premiums on the policies of fire and extended coverage and any other obligations for which the above-described property may become liable, one-twelfth ($\frac{1}{12}$ th) of the yearly aggregate of such payments as estimated by the Mortgagee. Said amounts so paid to the Mortgagee shall be held by the Mortgagee in trust solely for the purposes indicated and the funds may be commingled with other funds of the Mortgagee, such deposit as herein required shall be known as "Expense Account." The Mortgagee shall credit to said Expense Account interest thereon at the prevailing annual rate for savings accounts or percent () computed on the average monthly balance accrued in such Expense Account. In the event the Mortgagor fails to provide sufficient funds to pay said expenses, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt herein and shall bear interest at the rate hereinbefore stated as the interest payable on the principal debt, from the date of such payment or payments, and said Mortgagee shall have a lien under this Mortgage on the premises hereinbefore described for the amount or amounts so paid, together with the interest thereon as herein stated upon the principal debt. Failure to establish and maintain the aforesaid expense account for the payment of the aforesaid expenses shall, at the option of the Mortgagee, constitute a default in this Mortgage, for which foreclosure of this Mortgage may be instituted.

(5) Not to permit, commit or suffer to be committed any waste, impairment or deterioration of said above described property or any part thereof; and

(6) To pay a late charge not to exceed the greater of Two Dollars (\$2.00) or one twentieth ($\frac{1}{20}$ th) of the total amount of any delinquent or late periodic installments of principal and interest which is received at the office of the Mortgagee more than fifteen (15) calendar days after the due date thereof.

It is further agreed between the parties:

1. Each monthly payment made by the Mortgagor and paid to the Mortgagee, where the amount or amounts shall not be equal to the required monthly payments of principal, interest and the Expense Account, shall be applied as follows: First: To the payment of the interest due on the date of said payment; Second: Any balance remaining shall be credited on account of the unpaid principal due as of such date; and Third: Any balance remaining shall be credited to the Expense Account.
2. The holder of this mortgage, in any action to foreclose the same, shall be entitled, without regard to the adequacy of the security for the debt, to have a receiver appointed by the Court to collect the rents and profits of said property and account therefor as the Court may direct.
3. 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 conveyed or encumbered in any manner, without the Mortgagee's, or other holder of this Mortgage, consent in writing or should the Mortgagor, or any one or more of the Mortgagor group, if more than one, be declared insolvent or bankrupt, then the balance then due or to become due on said principal indebtedness shall, at the option of the Mortgagee, become due and payable and constitute a ground of foreclosure if not paid on demand.
4. At the option of the Mortgagee, the entire indebtedness then unpaid and secured hereby shall become due and payable after a default in the payment of any monthly installment of principal or interest, as herein provided, shall continue for thirty (30) days, or after default, in the performance of any of the covenants or conditions hereof shall have continued for thirty (30) days;
5. The Mortgagee, at Mortgagee's election, may sell the property hereinabove described at the foreclosure sale, subject to one or more of the tenancies entered into subsequent to the recording of the mortgage, provided such fact is disclosed in the advertisement of the sale;
6. Should any portion of the above described property, or an easement appurtenant thereto, be condemned or taken under eminent domain, all or such part of any award or proceeds, as Mortgagee shall be entitled to receive in payment of the balance due on principal and interest and shall declare the same in writing, is, by this instrument assigned by Mortgagor to Mortgagee for payment of the said principal and interest due on said mortgage indebtedness, and Mortgagee is hereby authorized to give receipts and releases therefor; and
7. Until default is made, the said Mortgagor may retain possession of the hereby mortgaged property.
8. Each of the parties hereto, Mortgagor and Mortgagee, shall promptly advise the other of any change in the address of either.

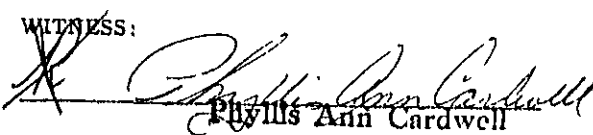
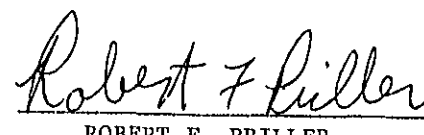
THE Mortgagor warrants specially the property hereby mortgaged and will execute such further assurances of the same as may be requisite.

Whenever used herein, the words "Mortgagor" and "Mortgagee" shall include the heirs, personal representatives and/or assigns of the Mortgagor or Mortgagors, or Mortgagee or Mortgagees, and the successors and/or assigns of the Mortgagee or Mortgagees. 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 use of the singular shall include the plural, and the plural the singular.

THE Mortgagor by execution of this instrument certifies that, prior to such execution, he has received a fully executed agreement as to the contractual rate of interest, and a loan disclosure statement in connection with this loan as required by Commercial Law Article of the Annotated Code of Maryland, Section 12 (Acts of 1975, Chapter 49); and the parties agree that the provisions of Section 12 of the Commercial Law Article of the Annotated Code of Maryland, as to delinquent or late payment charges and prepayment terms, are made a part of this Mortgage agreement, unless other provisions regarding the same are specifically set out herein.

WITNESS the hands and seals of said Mortgagors.

WITNESS:

 
 Phyllis Ann Cardwell ROBERT F. PRILLER (SEAL)

(SEAL)

(ACKNOWLEDGMENT ON FOLLOWING PAGE)

STATE OF MARYLAND }
COUNTY OF BALTIMORE

to wit:

I HEREBY CERTIFY that on this

day of

May 1990, ~~X98~~

before me, a Notary Public

of the State of Maryland, personally appeared ROBERT F. PRILLER,

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

he executed the same for the purposes therein contained. At the same time also appeared

Agent of the within named Mortgagee and made oath in due form of law that the consideration therein set forth in said mortgage is true and bona fide as therein set forth, that the sum of Seven Thousand Seven Hundred Dollars (\$ 7,700.00)

was paid over and disbursed by the Mortgagee to either the Mortgagor or the person responsible for the disbursement of funds in the closing transaction, or their respective agents at or before the final and complete execution of this mortgage; and that he is the Agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and notarial seal.

Phyllis Ann Cardwell
Phyllis Ann Cardwell
Notary Public

My Commission Expires:

July 1, 1990

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.

Robert E. Joy
Attorney

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MORTGAGE

FROM

ROBERT F. PRILLER

TO

PERCY J. WOOD, PERSONAL REPRESENTATIVE
OF THE ESTATE OF VERGIE WOOD, DECEASED

BLOCK NO. _____

Received for Record, _____, 19____
at _____ o'clock _____ M. Same day recorded
in Liber _____ No. _____ Folio _____ &c.,
one of the Land Records of _____
_____, and examined per
_____, Clerk.

Cost of Record, \$ _____

Mail to: ROBERT E. JOY, ESQUIRE
1301 Merritt Boulevard
Dundalk, MD 21222

RF PRILLER
1703 GREENCASTLE DR
BACB., Md 21237

PROPERTY OF
VERGIE WOOD
2509 VERONICA AVENUE
15TH ELECTION DISTRICT
BALTIMORE COUNTY, MARYLAND

APPRAISED FOR
MICHELLE KELLY
PATAPSCO FEDERAL SAVINGS & LOAN ASSN.

BETTE

282-3815

1200
O'CONNOR
Piper
FLYNN

LAW'S
LAW OFFICE
288
9303

~~288-0670~~
658-2043

COUNTY COURT CLERK
LON DEBAZZO
DO YOU APPROVE
PEOPLE IN EDGEMOND?
887-7174 887-3373

APPRAISED BY:

BERNARD F. SEMON
724 DULANEY VALLEY ROAD
TOWSON, MARYLAND 21204

388-0670
JIM WOOD

B. F. Semon, Inc.

REAL ESTATE APPRAISERS AND CONSULTANTS

724 DULANEY VALLEY ROAD
TOWSON, MARYLAND 21204

MEMBER:

Baltimore County Appraisers Society
Real Estate Board of Greater Baltimore
National Association of Real Estate Boards

OFFICE PHONE: 321-1926
HOME PHONE: 435-4466

January 31, 1990

Ms. Michelle Kelly
2nd Vice President
Patapsco Federal Savings
& Loan Association
1301 Merritt Blvd.
Dundalk, MD 21222

RE: Property of Vergie Wood
2509 Veronica Avenue
15th Election District
Baltimore County, Maryland

Dear Ms. Kelly:

In accordance with your request, I have made an appraisal of the above property for the purpose of estimating its market value as of January 24, 1990.

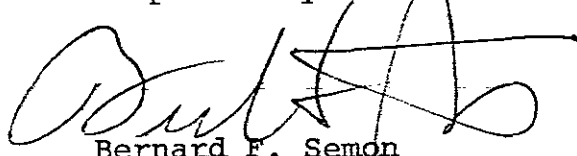
This appraisal is to be used as a basis for establishing the market value of the subject property.

Market Value for this purpose is understood to be the highest price estimated in terms of money which a buyer would be warranted in paying and a seller justified in accepting, providing both parties were fully informed, acting intelligently and voluntarily and further, that all rights and benefits inherent in or attributable to the property were included in transfer.

By reason of my investigation and by virtue of my experience, I have formed the opinion that the fair market value of the said real estate as of January 24, 1990, is
ONE HUNDRED SEVENTEEN THOUSAND TWO HUNDRED DOLLARS
(\$117,200.00) IN FEE.

The supporting data and the analysis and conclusions upon which this value is based are contained in the accompanying report.

Respectfully submitted,



Bernard F. Semon

PHOTOGRAPHS



Front View - Main Dwelling



Rear View - Main Dwelling

PHOTOGRAPHS, CONTD.



Front View - Additional Dwelling



Side View - Additional Dwelling

PHOTOGRAPHS, CONTD.



Street View

UNDERLYING ASSUMPTIONS

This appraisal is made, based on the following assumptions:

1. It is assumed that title to the property is good and marketable.
2. This appraisal is not based on the completion of projected public or private improvements.
3. No responsibility for legal matters is assumed and no right to expert testimony is included.
4. No survey has been made. Valuation is reported without regard to questions of title, boundaries, encumbrances and encroachments.
5. Value reported assumes that all taxes and assessments have been paid.

PROPERTY DATA:

(LOCATION AND DESCRIPTION)

The subject property is located on the east side of Veronica Avenue, approximately 400 feet south of Ruth Avenue, in the 15th Election District of Baltimore County, Maryland. Its mailing address is listed as 2509 Veronica Ave., Edgemere, MD 21219 (formerly known as 108 Veronica Ave.)

The total land area equals 0.215 acres more or less and the outline is shaped in the form of a rectangle. There are four dimensions necessary to describe the total outline of the property, with the average dimension being 75' x 125' more or less.

Topographically, the land is level and meets with grade on the east side of Veronica Avenue.

Improvements on the property are represented by a one story masonry bungalow with an enclosed rear porch and an attached carport, a second one story masonry bungalow with an enclosed front porch, and a wood frame utility shed. The main improvement appears to be in average condition. The exterior of the main dwelling is painted concrete block, has a composition shingle roof, and has storm windows and storm doors. The dwelling is approximately 37 years old, has 1,332 square feet of living area, is divided into two apartments, and has a total of 7 rooms, 2 bedrooms, 3 baths, and has a partial crawl space under. The subject is heated by a gas-fired space heater in the rear apartment, and cooled by a central air conditioning system along with three ceiling fans in the front apartment. The exterior of the windows need paint and the enclosed rear porch needs some

PROPERTY DATA, CONTD.

cosmetic work. The roof was replaced two years ago.

On-site items include the following:

1. An additional concrete block bungalow with an enclosed front porch. This dwelling was renovated 2 years ago with new plumbing, wiring, furnace, roof, and some replacement windows, and has approximately 672 square feet of living area, and has a total of 4 rooms, 2 bedrooms, and 1 bath. This dwelling is built on a slab, is heated by a propane gas-fired forced hot air furnace and cooled by one window mounted air conditioner. This improvement appears to be in good condition.
2. An 8' x 12' (96 sq.ft.) wood frame utility shed in good condition.
3. Partial privacy fencing in good condition.
4. A 544 sq.ft. asphalt parking pad in average condition.
5. Sidewalks and modest landscaping which are in average condition.

The property can be identified on Tax Map 111, Block 16, as Parcel 96 of the maps prepared by the Maryland State Department of Assessments and Taxation. Also refer to the Krakow plat, book 6, page 153, lots 85, 86 & 87.

(ASSESSMENT)

15th District - Account #15-23-751070

<u>1989/90</u>	<u>Full Cash Value</u>
Land	: \$ 26,250
Improvements	: \$ 78,230
Total	: \$104,480

Assessment: \$38,990

(TITLE REFERENCE)

The subject property was conveyed by Teofil Waszkiewicz to Vergie Wood, and the Deed is recorded in the Land Records of Baltimore County in Liber 2334, Folio 1, dated August 1, 1953.

(ZONING - HIGHEST AND BEST USE)

The 15th District Land Use Map located in the Zoning Office of Baltimore County, indicates a zoning classification of "DR5.5". This is a Density Residential zone for low, medium and high density urban residential areas permitting five and one half dwelling units per acre. No standard minimum lot size is required.

It is your appraiser's opinion that the present zoning represents the highest and best use of the subject property.

(UTILITIES)

The subject property is served by metropolitan water and sewer. Additional services of natural gas, electricity and telephone are provided by public utility companies.

(APPROACH TO VALUE)

There are three separate and distinct methods that an appraiser can use in estimating the value of real property. These three methods or approaches are: (a) Market Data or Comparative Approach, (b) Cost or Replacement Minus Depreciation Approach, and (c) Income Approach.

After careful investigation and examination of the subject property, your appraiser selected the Market Data Approach as the best approach in estimating the Fair Market Value of the subject property.

In the Market Data Approach, we reviewed sales of similar type improvements. Our range in value based upon an overall unit price for land and improvements ranged in value from a minimum of \$9.39 per square foot to a maximum of \$13.30 per square foot. The minimum value is represented by an 8305 square foot site, zoned DR5.5, and improved by a two story frame bungalow on waterfront property, a carport, and two utility sheds located at 2605 Boulevard Place. The maximum unit price is represented by the sale of a 10,000 square foot site, zoned DR5.5, improved by a two story brick and frame contemporary together with a second story in-law apartment, patio, deck, and outbuildings. This unit price is \$13.30 per square foot as improved. The third sale located at 6908-10 North Point Road represents a two unit, two story frame duplex dwelling together with a detached three car garage with an apartment above, screen porch, and an above-ground pool with a deck. The unit price for this 10,400 square foot site as improved, zoned BL-CNS, is \$10.10. After a careful review of all the market data and allowing for adjustments as to time, location, size, zoning, etc., our adjustments ranged between \$11.92 to \$12.96 per

(APPROACH TO VALUE, CONTD.)

square foot for the 9,375 sq.ft. site or a final estimate of value in the amount of \$117,188.00, rounded to \$117,200.00 in fee for the subject property and improvements.

As a check against our findings, we also utilized the Cost Approach. In this method we establish the value of the land as though it were an unimproved site and then add back to it the replacement cost less depreciation for the existing improvements on the 9,375 square foot site. The total estimate of value based on this method is \$127,234.00, which in this case establishes the upper limit of value for the subject property and improvements.

Included in the rear of this report is the Market Data Sales information and Analysis of Comparable Sales for Improved Properties, together with the Cost Approach worksheet. We have also incorporated a series of exhibits which outline the location of the property, tax map location, and a sketch showing the dimensions of the improvements.

FINAL ESTIMATE OF VALUE

MARKET DATA APPROACH

Existing 1 story masonry Bungalow
dwelling and on-site improvements
on a lot 9,375 square feet, zoned
DR5.5, located at 2509 Veronica Ave.,
15th Election District, Baltimore
County, MD.

9,375 sq.ft. as improved @ \$12.50/sq.ft. = \$117,188.00

Say \$117,200.00 in Fee

MARKET DATA

IMPROVED PROPERTY

Sale #1

Date of Sale: June 23, 1989, Contract April 4, 1989
Location: 7211 Waldman Ave. #21219
Improvement: 2 story brick & frame contemporary dwelling.

Land Size: 10,000 sq.ft.
Utilities: Full metropolitan services.

Zoning: DR5.5
Selling Price: \$133,000 in fee or \$13.30/sq.ft. of land as improved.
Remarks: Sale includes 2nd level in-law apartment, patio, deck & outbldgs.

Sale #2

Date of Sale: September 29, 1989, Contract June 29, 1989
Location: 2605 Boulevard Place #21219
Improvement: 2 story frame bungalow on water-front property

Land Size: 8,305 sq.ft.
Utilities: Full metropolitan services.

Zoning: DR5.5
Selling Price: \$78,000 in fee or \$9.39/sq.ft. of land as improved.
Remarks: Sale includes a carport and two utility sheds.

ANALYSIS OF COMPARABLE SALES (IMPROVED PROPERTY)

SUBJECT	SALE #1	%	SALE #2	%	SALE #3	%
LOCATION	2509 Veronica Av.		7211 Waldman Av.		6910 No. Point Rd.	
SALE PRICE	\$125,000 fee or \$13.33/sq.ft.		\$133,000 Fee or \$13.30/sq.ft.		\$105,000 or \$10.10/sq.ft.	
TIME	1/90	+4	4/89	+3	3/89	+4.5
IMPROVEMENT SIZE AND CONDITION	2 Apt. Bngl.-Avg. 2nd Bngl.-Good Shed & Carport	-30 +20 -1	2 Sty. Bngl.-Fair None Carport & Shed	+20 +20	2 Pt. Duplex-Fair Garage apt. 3 Car Garage & above grnd. pool	-5 +15 -1.5
LAND SIZE	9.375 sq.ft.		10,000 sq.ft.		10,400 sq.ft.	
ZONING	DR5.5		DR5.5		BL-CNS	
TOPOGRAPHY	Level		Level		Level	
NET ADJUSTMENT		-8		+38		+18
INDICATED VALUE OF SUBJECT	\$12.24/sq.ft. or \$114,750		\$12.96/sq.ft. or \$121,500		\$11.92/sq.ft. or \$111,750	

High = \$12.96/sq.ft.
 Low = \$11.92/sq.ft.
 Selected = \$12.50/sq.ft. or \$117,188.00 ~ Say \$117,200.00 in Fee

COMPARABLE SALES



Comparable Sale #1



Comparable Sale #2

COMPARABLE SALES, CONTD.



Comparable Sale #3

COST APPROACH

LAND:

Site: 9,375 sq.ft. (DR5.5) @ \$3.20/sq.ft. = \$ 30,000.00

IMPROVEMENTS:

Main Dwelling: 1332 sq.ft. @ \$53.42/sq.ft. = \$ 71,155.00
(Including apt. kitch., appliances,
A/C, space heater and ceiling fans)

Carport: 360 sq.ft. @ \$15.60/sq.ft. = \$ 5,616.00

Enc Pch. w/Bath: 198 sq.ft. @ \$37.83/sq.ft. = \$ 7,490.00

Stoops = \$ 852.00

Storm Doors and Storm Windows = \$ 1,750.00
\$ 86,863.00

Less 31% Depreciation = - 26,928.00
\$ 59,935.00

2nd Dwelling: 672 sq.ft. @ \$51.93/sq.ft. = \$ 34,897.00
(Includes appliances & wd. A/C)

Enclos. Porch: 113 sq.ft. @ \$36.85/sq.ft. = \$ 4,164.00
\$ 39,061.00

Less 10% Depreciation = - 3,906.00
\$ 35,155.00

ON-SITE:

Utility Shed: 96 sq.ft. @ \$4.45/sq.ft. = \$ 427.00

Privacy Fence: 28 ft. @ \$9.52/sq.ft. = \$ 267.00

Asphalt Parking Pad (Spot Value) = \$ 700.00

Landscape, Sidewalk, Etc. (Spot Value) = \$ 750.00
\$ 2,144.00

TOTAL INDICATED VALUE BY COST APPROACH = \$127,234.00

COST REFERENCE:

Dodge Building Cost Calculator
& Valuation Guide, One Story Masonry
Wall - Avg. Quality, Page 1-33

AFFIDAVIT OF APPRAISER

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

Bernard F. Semon deposes and says:

That I have personally examined the property appraised and the comparable properties;

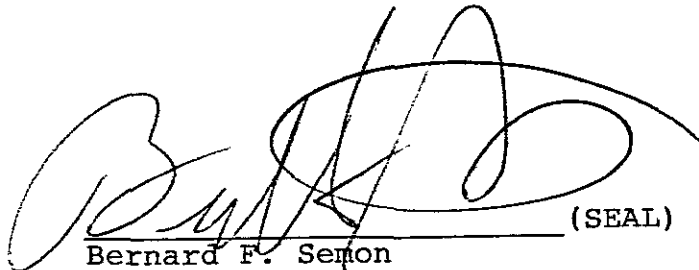
That the statements contained in this appraisal and upon which the opinions expressed herein are based are true and correct to the best of my knowledge and belief, subject to the limiting conditions herein set forth;

That to the best of my knowledge and belief, no pertinent information has been overlooked or withheld;

That neither my employment nor my compensation for making this appraisal and report is in any way contingent upon values reported herein;

That I have no interest either present or contemplated in the property appraised or in any proceeds to be derived therefrom; and that this appraisal has been made in conformity with the professional standards of the Baltimore County Appraisers' Society and The Association of Maryland State Appraiser Societies.

IN WITNESS WHEREOF, the said Bernard F. Semon, has hereunto set his hand and seal.



Bernard F. Semon (SEAL)

QUALIFICATIONS OF APPRAISER

(Bernard F. Semon)

MEMBER

Baltimore County Appraiser's Society - President,
1978-80

Greater Baltimore Board of Realtors, Inc. - Past
Chairman of Executive Committee - Appraisal Division

Baltimore County Chamber of Commerce - President
1984

Home Builders Association of Maryland - Instructor -
School of Building and Construction
Commercial Division

EDUCATION AND BACKGROUND

Graduate of Baltimore Polytechnic Institute

Completed Real Estate Appraisal Courses I and II,
Johns Hopkins Evening College

Licensed Real Estate Salesman since 1960

Actively engaged in the appraisal and acquisition of
Real Estate since 1963

Actively participated in limited partnerships involving
residential condominium townhouse development,
commercial and office building partnerships as well
as a major size residential large lot development

APPRAISED FOR

Baltimore County Bureau of Land Acquisition

Baltimore County Office of Law

Orphans' Court for Baltimore County

Baltimore Gas and Electric Company

Baltimore County Savings and Loan Association

Baltimore Federal Savings and Loan Association

Federal Savings Bank

Harford Road Building Association

Heritage Savings Association

John Hanson Savings Bank

Maryland National Bank

Municipal Savings Bank

Patapsco Federal Savings and Loan Association

Provident Bank of Maryland

Signet Home Loan Corporation

Signet Bank

Yorkridge-Calvert Savings and Loan Association

Maryland State Highway Administration

Wilson T. Ballard and Company, Engineers

Kidde Consultants

Numerous Attorneys, Engineers, Developers and Private
Individuals

TESTIFIED BEFORE

Zoning Commissioner - Baltimore County, Maryland

Board of Zoning Appeals - Baltimore County, Maryland

Assessment Appeals Board - Baltimore County, Maryland

Circuit Court for Baltimore City

Circuit Court for Baltimore County

Circuit Court for Harford County

Circuit Court for Howard County

District Court for Baltimore City

Public Service Commission of Maryland

Board of Municipal and Zoning Appeals, Baltimore City,
Maryland

Maryland Tax Court

PLAT TO ACCOMPANY PETITION FOR SPECIAL HEARING

PROPERTY ADDRESS: 2509 Veronica Avenue

SUBDIVISION NAME: Krakow

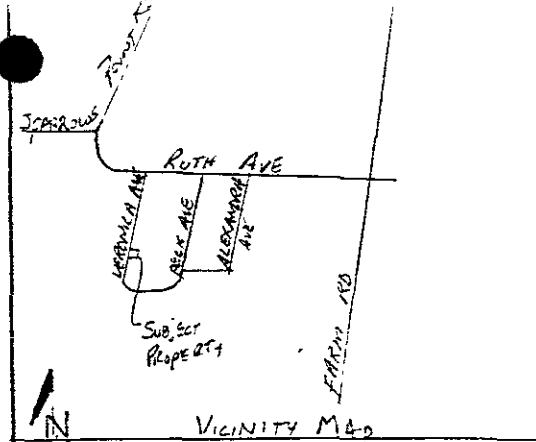
PLAT BOOK: 6 FOLIO: 153

OWNER: ROBERT F. PRILLER

DATE: 4/29/97

PREPARED BY: Robert F. Priller

SCALE: 1" = 20'



LOCATION INFORMATION

ELECTION DIST.: 15

COUNCILMANIC DIST.: 7

1" = 200' MAP: SE - 7 - H

ZONING: DR 5.5

LOT SIZE: 0.215A

9,375 Sq. Ft.

PUBLIC SEWER

PUBLIC WATER

Within Chesapeake Bay Critical Area

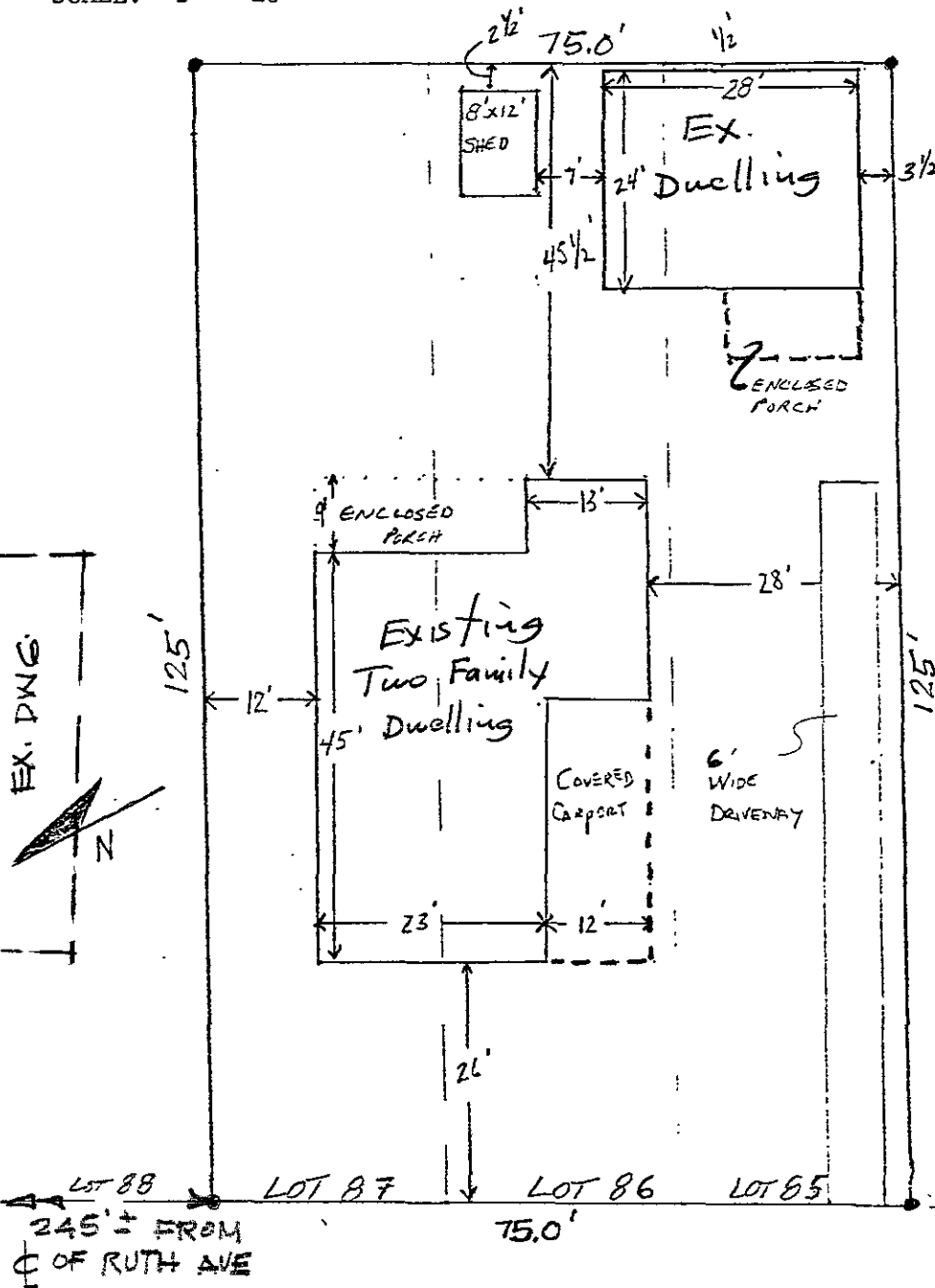
No Prior Zoning Hearings

ZONING OFFICE USE ONLY

Reviewed by: Item # Case #

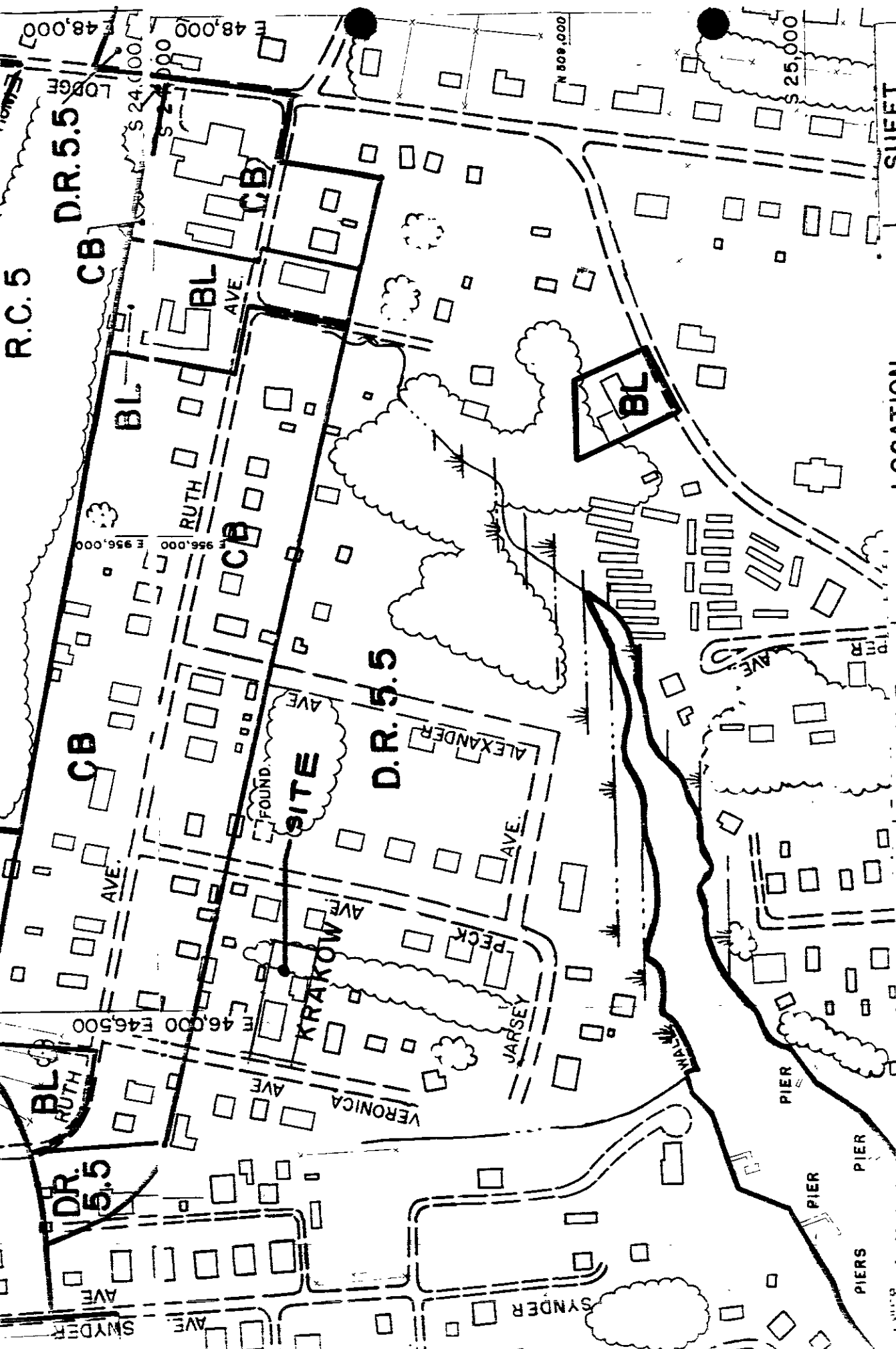
RT

507



97-507-SPH
VERONICA AVENUE
(50' R/W, 46'± PAVING)

507



SCALE
1" = 200' ±

LOCATION
ITEM # 507
EDGEMERE

DATE
OF
PHOTOGRAPHY

97-507-SPH

SHEET
S.E.
78-H

LODGE FOREST



97-507-SPH

349, 507

