

IN RE: PETITION FOR ADMIN. VARIANCE	*	BEFORE THE
W/S of Leefield Road, 225' S		
centerline of White Oaks Avenue	*	DEPUTY ZONING COMMISSIONER
9th Election District		
4th Councilmanic District	*	OF BALTIMORE COUNTY
(8522 Leefield Road)		
	*	CASE NO. 01-149-A
John and Roberta Merrill		
Petitioners	*	

* * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before this Deputy Zoning Commissioner as a Petition for Administrative Variance filed by the legal owners of the subject property, John and Roberta Merrill. The variance request is for property located at 8522 Leefield Road in the Parkville area of Baltimore County. The Petitioners herein seek a variance from Section 1B02.3.C.1 of the Baltimore County Zoning Regulations (B.C.Z.R.), to permit an existing single-family dwelling with addition to have a side yard setback of 8 ft. in lieu of the required 10 ft. The subject property and requested relief are more particularly described on Petitioners' Exhibit No. 1, the plat to accompany the Petition for Administrative Variance.

The Petitioners having filed a Petition for Administrative Variance and the subject property having been posted, and there being no request for a public hearing, a decision shall be rendered based upon the documentation presented.

The Petitioners have filed the supporting affidavits as required by Section 26-127 (b)(1) of the Baltimore County Code. Based upon the information available, there is no evidence in the file to indicate that the requested variance would adversely affect the health, safety or general welfare of the public and should therefore be granted. In the opinion of the Deputy Zoning Commissioner, the information, photographs, and affidavits submitted provide sufficient facts

ORDER FOR FILING
 11/1/00
 R. J. [Signature]

TMK:raj



Baltimore County
Zoning Commissioner

Suite 405, County Courts Bldg.
401 Bosley Avenue
Towson, Maryland 21204
410-887-4386
Fax: 410-887-3468

November 1, 2000

Mr. & Mrs. John Merrill
8522 Leefield Road
Baltimore, Maryland 21234

Re: Petition for Administrative Variance
Case No. 01-149-A
Property: 8522 Leefield Road

Dear Mr. & Mrs. Merrill:

Enclosed please find the decision rendered in the above-captioned case. The Petition for Administrative Variance has been granted in accordance with the enclosed Order.

In the event the decision rendered is unfavorable to any party, please be advised that any party may file an appeal within thirty (30) days from the date of the Order to the Department of Permits and Development Management. If you require additional information concerning filing an appeal, please feel free to contact our appeals clerk at 410-887-3391.

Very truly yours,

Timothy M. Kotroco
Deputy Zoning Commissioner

TMK:raj
Enclosure



Census 2000



For You, For Baltimore County



Census 2000



Printed with Soybean Ink
on Recycled Paper

Come visit the County's Website at www.co.ba.md.us



Petition for Administrative Variance

to the Zoning Commissioner of Baltimore County

for the property located at 8522 LEEFIELD ROAD

which is presently zoned DR 5.5

This Petition shall be filed with the Department of Permits and 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 Variance from Section(s) 1B02.3.C.1

TO PERMIT AN EXISTING SINGLE FAMILY DWELLING WITH ADDITION TO HAVE A SIDEYARD OF 8' IN LIEU OF THE REQUIRED 10'.

of the zoning regulations of Baltimore County, to the zoning law of Baltimore County, for the reasons indicated on the back of this petition form.

Property is to be posted and advertised as prescribed by the zoning regulations.

I or we, agree to pay expenses of above Variance, advertising, posting, etc. and further agree to and are to be bounded by the zoning regulations and restrictions of Baltimore County adopted pursuant to the zoning law for Baltimore County.

Contract Purchaser/Lessee:

Name - Type or Print

Signature

Address

Telephone No.

City

State

Zip Code

Attorney For Petitioner:

R. L. TICE, AGENT

Name - Type or Print

Signature

PATIO ENCLOSURES, INC.

Company

224 8th AVENUE, N.W.

410760-1919

Address

Telephone No.

GLEN BURNIE, MD 21061

City

State

Zip Code

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.

Legal Owner(s):

JOHN MERRILL

Name - Type or Print

Signature

ROBERTA MERRILL

Name - Type or Print

Signature

8522 LEEFIELD ROAD

410-882-5645

Address

Telephone No.

PARKVILLE, MD 21234

City

State

Zip Code

Representative to be Contacted:

R. L. TICE, AGENT

Name

224 8th AVENUE, N.W.

410-760-1919

Address

Telephone No.

GLEN BURNIE, MD 21061

City

State

Zip Code

A Public Hearing having been formally demanded and/or found to be required, it is ordered by the Zoning Commissioner of Baltimore County, this ___ day of _____ that the subject matter of this petition be set for a public hearing, advertised, as required by the zoning regulations of Baltimore County and that the property be reposted.

Zoning Commissioner of Baltimore County

CASE NO. 01-149-A

Reviewed By CTM Date 10/3/00

REV 9/15/98

Estimated Posting Date 10/15/00

Affidavit in Support of Administrative Variance

The undersigned hereby affirms under the penalties of perjury to the Zoning Commissioner of Baltimore County, as follows: That the information herein given is within the personal knowledge of the Affiant(s) and that Affiant(s) is/are competent to testify thereto in the event that a public hearing is scheduled in the future with regard thereto.

That the Affiant(s) does/do presently reside at 8522 LEEFIELD ROAD
Address
PARKVILLE, MD 21234
City State Zip Code

That based upon personal knowledge, the following are the facts upon which I/we base the request for an Administrative Variance at the above address (indicate hardship or practical difficulty):

1. THIS AREA LENDS ITSELF TO THE UTILIZATION OF EXISTING FACILITIES AND LAND WITHOUT INTERRUPTION OR MAJOR ALTERATIONS TO THEIR PRESENT FLOOR PLAN PATTERNS.
2. INSULATE AND REDUCE HEATING BILLS.
3. REDUCE OUTSIDE NOISE.
4. A PLACE TO SIT OUT AND NOT BE CONCERNED WITH THE WEATHER, BUGS; MOSQUITOES, FLIES, ETC.
5. IMPROVE APPEARANCE OF HOUSE.
6. THE RESTRICTIVE AREA OF THE LOT DOES NOT LEND ITSELF TO ANY ADDITION OF PRACTICAL SIZE WITHOUT A VARIANCE.

That the Affiant(s) acknowledge(s) that if a formal demand is filed, Affiant(s) will be required to pay a reposting and advertising fee and may be required to provide additional information.

X John Merrill
Signature
JOHN MERRILL
Name - Type or Print

X Roberta Merrill
Signature
ROBERTA MERRILL
Name - Type or Print

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, this 20th day of SEPTEMBER, 2000, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared

JOHN MERRILL & ROBERTA MERRILL

the Affiant(s) herein, personally known or satisfactorily identified to me as such Affiant(s), and made oath in due form of law that the matters and facts hereinabove set forth are true and correct to the best of his/her/their knowledge and belief.

AS WITNESS my hand and Notarial Seal

9/20/2000
Date

Virginia Mingo
Notary Public

My Commission Expires 07/01/02

Affidavit in Support of Administrative Variance

The undersigned hereby affirms under the penalties of perjury to the Zoning Commissioner of Baltimore County, as follows: That the information herein given is within the personal knowledge of the Affiant(s) and that Affiant(s) is/are competent to testify thereto in the event that a public hearing is scheduled in the future with regard thereto.

That the Affiant(s) does/do presently reside at 8522 LEEFIELD ROAD
Address
PARKVILLE, MD 21234
City State Zip Code

That based upon personal knowledge, the following are the facts upon which I/we base the request for an Administrative Variance at the above address (indicate hardship or practical difficulty):

1. THIS AREA LENDS ITSELF TO THE UTILIZATION OF EXISTING FACILITIES AND LAND WITHOUT INTERRUPTION OR MAJOR ALTERATIONS TO THEIR PRESENT FLOOR PLAN PATTERNS.
2. INSULATE AND REDUCE HEATING BILLS.
3. REDUCE OUTSIDE NOISE.
4. A PLACE TO SIT OUR AND NOT BE CONCERNED WITH THE WEATHER, BUGS; MOSQUITOES, FLIES, ETC.
5. IMPROVE APPEARANCE OF HOUSE.
6. THE RESTRICTIVE AREA OF THE LOT DOES NOT LEND ITSELF TO ANY ADDITION OF PRACTICAL SIZE WITHOUT A VARIANCE.

That the Affiant(s) acknowledge(s) that if a formal demand is filed, Affiant(s) will be required to pay a reposting and advertising fee and may be required to provide additional information.

☒ John Merrill
Signature
JOHN MERRILL
Name - Type or Print

☒ Roberta Merrill
Signature
ROBERTA MERRILL
Name - Type or Print

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, this 20th day of SEPTEMBER, 2000, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared

JOHN MERRILL & ROBERTA MERRILL

the Affiant(s) herein, personally known or satisfactorily identified to me as such Affiant(s), and made oath in due form of law that the matters and facts hereinabove set forth are true and correct to the best of his/her/their knowledge and belief.

AS WITNESS my hand and Notarial Seal

9/20/2000
Date

Virginia Morgan
Notary Public
My Commission Expires 07/01/02



Petition for Administrative Variance

to the Zoning Commissioner of Baltimore County

for the property located at 8522 LEEFIELD ROAD

which is presently zoned DR 5.5

This Petition shall be filed with the Department of Permits and 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 Variance from Section(s) 1B02.3.C.1

TO PERMIT AN EXISTING SINGLE FAMILY DWELLING WITH
ADDITION TO HAVE A SIDE YARD OF 8' IN LIEU
OF THE REQUIRED 10'.

of the zoning regulations of Baltimore County, to the zoning law of Baltimore County, for the reasons indicated on the back of this petition form.

Property is to be posted and advertised as prescribed by the zoning regulations.

I, or we, agree to pay expenses of above Variance, advertising, posting, etc. and further agree to and are to be bounded 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:

Name - Type or Print

Signature

Address

Telephone No.

City

State

Zip Code

Attorney For Petitioner:

R. L. TICE, AGENT

Name - Type or Print

Signature

PATIO ENCLOSURES, INC.

Company

224 8th AVENUE, N.W. 410760-1919

Address

Telephone No.

GLEN BURNIE, MD 21061

City

State

Zip Code

Legal Owner(s):

JOHN MERRILL

Name - Type or Print

Signature

ROBERTA MERRILL

Name - Type or Print

Signature

8522 LEEFIELD ROAD

410-882-5645

Address

Telephone No.

PARKVILLE, MD 21234

City

State

Zip Code

Representative to be Contacted:

R. L. TICE, AGENT

Name

224 8th AVENUE, N.W.

410-760-1919

Address

Telephone No.

GLEN BURNIE, MD 21061

City

State

Zip Code

A Public Hearing having been formally demanded and/or found to be required, It is ordered by the Zoning Commissioner of Baltimore County, this ___ day of _____ that the subject matter of this petition be set for a public hearing, advertised, as required by the zoning regulations of Baltimore County and that the property be reposted.

Zoning Commissioner of Baltimore County

CASE NO. 01-149-A

Reviewed By CTM Date 10/3/00

REV 9/15/98

Estimated Posting Date 10/15/00

ZONING DESCRIPTION

Zoning Description for 8522 Leefield Road.

Beginning at a point on the ^{WEST}~~East~~ side of Leefield Road,
which is 50' wide at the distance of 225', South of the centerline of
the nearest improved intersecting street, White Oaks Avenue, which is 60'
wide. *Being Lot #214-220B, Block , Section , in the subdivision of
Hillendale Farms, as recorded in Baltimore County Plat Book #08,
Folio #92, containing 7187 square feet. Also known as
8522 Leefield Road and located in the 9th Election District, 4th
Councilmanic District.

01-149-A

#149

BALTIMORE COUNTY, MAR AND
OFFICE OF BUDGET & FINANCE
MISCELLANEOUS RECEIPT

No. 8687

DATE 10/2 ACCOUNT R0010100

AMOUNT \$ 50.00

RECEIVED FROM: PATRICK KELLOGG

FOR: CIVIL VARIANCE

DISTRIBUTION
WHITE - CASHIER

PINK - AGENCY

YELLOW - CUSTOMER

Item #149

PAID RECEIPT

POWERED	ACTUAL	TIME
10/03/2000	10/03/2000	10:02:10
PUB 0002 CASHIER DOOL AND DEANER		
UNIT 2 528 ZONING CERTIFICATION		
Subject 7	156553	DEPT
CR NO. 09875		

Receipt Tot 50.00
100.00 CA .00 CA
Baltimore County, Maryland

01-149-A

CASHIER'S VALIDATION

CERTIFICATE OF POSTING

RE: Case No.: 01-149-A

Petitioner/Developer: _____

JOHN & ROBERTA MERRILL

Date of Hearing/Closing: OCT. 30, 2000

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 _____

8522 LEEFIELD ROAD

The sign(s) were posted on OCT. 14TH 2000
(Month, Day, Year)

Sincerely,

Garland E. Moore
(Signature of Sign Poster and Date)

GARLAND E. MOORE
(Printed Name)

3225 RYERSON CIRCLE
(Address)

BALTIMORE, MD. 21227
(City, State, Zip Code)

(410) 242-4263
(Telephone Number)

ZONING NOTICE

ADMINISTRATIVE VARIANCE

CASE # 01-149-A

TO PERMIT AN EXISTING SINGLE
FAMILY DWELLING WITH ADDITION
TO HAVE A SIDEYARD OF 8 FEET
IN LIEU OF THE REQUIRED
10 FEET.

PUBLIC HEARING ?

PURSUANT TO SECTION 26-127(b)(1), BALTIMORE COUNTY CODE
AN ELIGIBLE INDIVIDUAL OR GROUP MAY
REQUEST A PUBLIC HEARING CONCERNING
THE PROPOSED VARIANCE. REQUESTS
SHOULD BE MADE BY THE 10TH DAY OF



DEPARTMENT OF PERMITS AND DEVELOPMENT MANAGEMENT
ZONING REVIEW

ADVERTISING REQUIREMENTS AND PROCEDURES FOR ZONING HEARINGS

The Baltimore County Zoning Regulations (BCZR) require that notice be given to the general public/neighboring property owners relative to property which is the subject of an upcoming zoning hearing. For those petitions which require a public hearing, this notice is accomplished by posting a sign on the property (responsibility of the petitioner) and placement of a notice in a newspaper of general circulation in the County, both at least fifteen (15) days before the hearing.

Zoning Review will ensure that the legal requirements for advertising are satisfied. However, the petitioner is responsible for the costs associated with these requirements. The newspaper will bill the person listed below for the advertising. This advertising is due upon receipt and should be remitted directly to the newspaper.

OPINIONS MAY NOT BE ISSUED UNTIL ALL ADVERTISING COSTS ARE PAID.

For Newspaper Advertising:

Item Number or Case Number: 01-149-A
Petitioner: John-ROBERTA MERRELL
Address or Location: 8532 Leefield RD

PLEASE FORWARD ADVERTISING BILL TO:

Name: PATIO ENCLOSURES, INC.
Address: 224 8th AVENUE, N.W.
GLEN BURNIE, MD. 21061
Telephone Number: 410-760-1919

Revised 2/20/98 - SCJ

01-149-A

ADMINISTRATIVE VARIANCE INFORMATION SHEET AND DATES

Case Number 01- 149 -A Address 8522 LEEFIELD ROAD
Contact Person: LYDD T. MOXLEY Phone Number: 410-887-3391
Planner, Please Print Your Name

Filing Date: 10/3/00 Posting Date: 10/15/00 Closing Date: 10/30/00

Any contact made with this office regarding the status of the administrative variance should be through the contact person (planner) using the case number.

- R.L.T.
I HAVE RECEIVED POSTING INFO
- POSTING/COST:** The petitioner must use one of the sign posters on the approved list (on the reverse side of this form) and the petitioner is responsible for all printing/posting costs. Any reposting must be done only by one of the sign posters on the approved list and the petitioner is again responsible for all associated costs. The zoning notice sign must be visible on the property on or before the posting date noted above. It should remain there through the closing date.
 - DEADLINE:** The closing date is the deadline for an occupant or owner within 1,000 feet to file a formal request for a public hearing. Please understand that even if there is no formal request for a public hearing, the process is not complete on the closing date.
 - ORDER:** After the closing date, the file will be reviewed by the zoning or deputy zoning commissioner. He may: (a) grant the requested relief; (b) deny the requested relief; or (c) order that the matter be set in for a public hearing. You will receive written notification (typically within 7 to 10 days of the closing date) as to whether the petition has been granted, denied, or will go to public hearing. The order will be mailed to you by First Class mail.
 - POSSIBLE PUBLIC HEARING AND REPOSTING:** In cases that must go to a public hearing (whether due to a neighbor's formal request or by order of the zoning or deputy zoning commissioner), notification will be forwarded to you. The sign on the property must be changed giving notice of the hearing date, time and location. As when the sign was originally posted, certification of this change and a photograph of the altered sign must be forwarded to this office.

(Detach Along Dotted Line)

Petitioner: This Part of the Form is for the Sign Poster Only

USE THE ADMINISTRATIVE VARIANCE SIGN FORMAT

Case Number 01- 149 -A Address 8522 LEEFIELD ROAD
Petitioner's Name JOHN & ROBERTA MERRILL Telephone 410 882 5645
Posting Date: 10/15/00 Closing Date: 10/30/00
Wording for Sign: To Permit AN EXISTING SINGLE FAMILY DWELLING
WITH ADDITION TO HAVE A SIDEYARD OF 8' IN LIEU
OF THE REQUIRED 10'.

WCR - Revised 6/28/00



Baltimore County
Department of Permits and
Development Management

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

October 30, 2000

R. L. Tice, Agent
Patio Enclosures, Inc.
224 8th Avenue, N. W.
Glen Burnie, MD 21061

Dear Mr. Tice:

RE: Case Number: 01-149-A, 8522 Leefield Road

The above referenced petition was accepted for processing by the Bureau of Zoning Review, Department of Permits and Development Management (PDM) on October 3, 2000.

The Zoning Advisory Committee (ZAC), which consists of representatives from several approval agencies, has reviewed the plans that were submitted with your petition. All comments submitted thus far from the members of the ZAC are attached. These comments are not intended to indicate the appropriateness of the zoning action requested, but to ensure 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. All comments will be placed in the permanent case file.

If you need further information or have any questions, please do not hesitate to contact the commenting agency.

Very truly yours,

W. Carl Richards, Jr.

W. Carl Richards, Jr. GDZ
Supervisor, Zoning Review

WCR: gdz

Enclosures

C: John & Roberta Merrill, 8522 Leefield Road, Parkville 21234
People's Counsel



BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

TO: Arnold Jablon, Director
Department of Permits & Development Mgmt.

DATE: November 13, 2000

FROM:  Robert W. Bowling, Supervisor
Bureau of Development Plans Review

SUBJECT: Zoning Advisory Committee Meeting
For October 23, 2000
Item Nos. 149, 150, 151, 152, 153, 154,
155, 156, 157, and 158

The Bureau of Development Plans Review has reviewed the subject zoning items, and we have no comments.

RWB:HJO:jrb

cc: File



Baltimore County
Fire Department

Office of the Fire Marshal
700 East Joppa Road
Towson, Maryland 21286-5500
410-887-4880

October 17, 2000

Department of Permits and
Development Management (PDM)
County Office Building, Room 111
Mail Stop #1105
111 West Chesapeake Avenue
Towson, Maryland 21204

ATTENTION: Gwen Stephens

RE: Property Owner: SEE BELOW

Location: DISTRIBUTION MEETING OF October 16, 2000

Item No.: See Below

Dear Ms. Stephens:

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

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

149, 150, 151, 152, 153, 154, 155, 156, 157, and 158

REVIEWER: LIEUTENANT HERB TAYLOR, Fire Marshal's Office
PHONE 887-4881, MS-1102F

cc: File

Come visit the County's Website at www.co.ba.md.us



Printed with Soybean Ink
on Recycled Paper

BALTIMORE COUNTY, MARYLAND
DEPARTMENT OF ENVIRONMENTAL PROTECTION & RESOURCE MANAGEMENT

TO: Arnold Jablon

FROM: R. Bruce Seeley *RB*

DATE: October 24, 2000

SUBJECT: Zoning Petitions
Zoning Advisory Committee Meeting of October 16, 2000

DEPRM has no comments for the following zoning petitions:

Item #	Address
149	8522 Leefield Road
150	10120 Charington Road
151	10504 Pot Spring Road
152	2205 Wiltonwood Road
153	1126 Plover Drive
154	3514 Autumn Drive
155	1 Yorkship Square
158	7 Sutherland Court
159	9544 Belair Road

RECEIVED

OCT 27 2000

DEPT. OF PERMITS AND
DEVELOPMENT MANAGEMENT

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

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

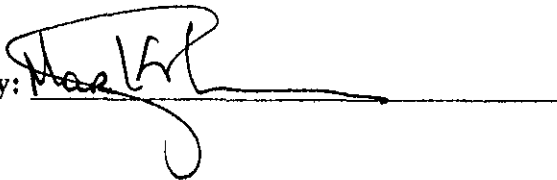
DATE: October 17, 2000

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

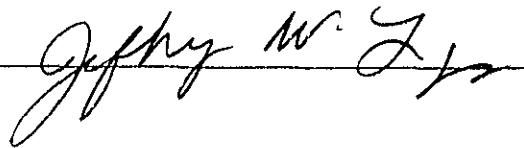
SUBJECT: Zoning Advisory Petition(s): **Case(s) 01-139, 01-149 and 01-157.**

The Office of Planning has reviewed the above referenced case(s) and has no comments to offer. For any further questions or additional information concerning the matters stated herein, please contact Mark A. Cunningham in the Office of Planning at 410-887-3480.

Prepared by:



Section Chief:



AFK/JL:MAC



**Maryland Department of Transportation
State Highway Administration**

Parris N. Glendening
Governor
John D. Porcari
Secretary
Parker F. Williams
Administrator

Date: 10-16-00

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

RE: Baltimore County
Item No. 149 LTM

Dear Ms. Jackson:

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.

Should you have any questions regarding this matter, please contact Larry Gredlein at 410-545-5606 or by E-mail at (lgredlein@sha.state.md.us).

Very truly yours,

for Kenneth A. McDonald Jr., Chief
Engineering Access Permits Division

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

Refinance
DEED OF TRUST

STATE OF MARYLAND

FHA CASE NO.

241-3717917

THIS DEED OF TRUST ("Security Instrument") is made on **December 21, 1993**.
The grantor is **JOHN G. MERRILL JR. and ROBERTA M. MERRILL**
HUSBAND AND WIFE ("Borrower").
The trustee is **WM. SCOTT LUCAS** ("Trustee").
The beneficiary is **1ST PREFERENCE MORTGAGE CORPORATION**

which is organized and existing under the laws of **STATE OF MARYLAND**
and whose address is

("Lender"). Borrower owes Lender the principal sum of

One Hundred Twenty Eight Thousand Six Hundred Eight and no/100ths
Dollars (U.S. \$ **128608.00**).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **January 01, 2024**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in **BALTIMORE** County, Maryland:

See Schedule A attached hereto and made a part hereof.

This is to certify that the within instrument has been prepared by 1st Preference Mortgage Corporation, one of the parties named in the within instrument.

which has the address of **8522 LEEFIELD ROAD**
[Street] **BALTIMORE**
[City]
Maryland **21234** ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

#149



BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by Paragraph 4.

Each monthly installment for items (a), (b) and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b) and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b) and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary (or any year in which such premium would have been required if the Lender still held the Security Instrument), each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b) and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b) and (c).

3. Application of Payments. All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:

FIRST, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

SECOND, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

THIRD, to interest due under the Note;

FOURTH, to amortization of the principal of the Note;

FIFTH, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing Act within **90 days** from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to **90 days** from the date hereof, declining to insure this Security Instrument and the note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall mail or cause Trustee to mail a notice of sale to Borrower in the manner prescribed by applicable law. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, Trustee's fees of 5 % of the gross sale price and reasonable attorney's fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

Borrower, in accordance with Subtitle W of the Maryland Rules of Procedure, does hereby declare and assent to the passage of a decree to sell the Property in one or more parcels by the equity court having jurisdiction for the sale of the Property, and consents to the granting to any trustee appointed by the assent to decree of all the rights, powers and remedies granted to the Trustee in this Security Instrument together with any and all rights, powers and remedies granted by the decree. Neither the assent to decree nor the power of sale granted in this paragraph 17 shall be exhausted in the event the proceeding is dismissed before the payment in full of all sums secured by this Security Instrument.

18. Release. Upon payment of all sums secured by this Security Instrument, Lender or Trustee shall release this Security Instrument without charge to Borrower and mark the Note "paid" and return the Note to Borrower. Borrower shall pay any recordation costs.

19. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the city or county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

20. Possession of the Property. Borrower shall have possession of the Property until Lender has given Borrower notice of default pursuant to paragraph 17 of this Security Instrument.

Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were in a part of this Security Instrument. [Check applicable box(es)].

☐

Condominium Rider

☐

Graduated Payment Rider

☐

Growing Equity Rider

☐

Planned Unit Development Rider

☐

Other [Specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 4 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witness:

Witness:

John G. Merrill Jr. (Seal)
Borrower

Roberta M. Merrill (Seal)
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

STATE OF MARYLAND,

HARFORD

County ss:

I Hereby Certify, That on this 21st day of December, 1993, before me, the subscriber, a Notary Public of the State of Maryland, in and for the AFORESAID COUNTY, personally appeared JOHN G. MERRILL JR. and ROBERTA M. MERRILL

known to me or satisfactorily proven to be the person(s) whose name(s) are subscribed to the within instrument and acknowledge that THEY executed the same for the purposes therein contained.

I Further Certify, That on the date and year shown above before me, the subscriber, personally appeared DAVID A. LINABURG

the agent of the party secured by the foregoing Deed of Trust, and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth and that the actual sum of money advanced at the closing transaction by the secured party was paid over and disbursed by the party or parties secured by the Deed of Trust to the Borrower or to the person responsible for disbursement of funds in the closing transaction or their respective agent at a time not later than the execution and delivery by the Borrower of this Deed of Trust; and also made oath that he is the agent of the party or parties secured and is duly authorized to make this affidavit.

AS WITNESS: my hand and notarial seal.
My Commission expires: 2-1-94

Notary Public

This is to Certify that this instrument was prepared

[name, title, and/or capacity]

EXHIBIT A

BEGINNING for the same at a point on the westerly right-of-way line of Leefield Road (50 feet wide), said point of beginning being the northeasterly corner of Lot 220-B as shown on a "PLAT TO ACCOMPANY DESCRIPTIONS OF LOTS 220-A, 220-B & 220-C, A RESUBDIVISION OF LOTS 219 & 220, "HILLENDALE FARMS", P.B. 8-92", thence binding along the outline of said Lot 220-B the four following courses and distances:

- 1) S. 06 degrees 56' 44" W. - 59.31 feet,
- 2) N. 68 degrees 12' 00" W. - 133.00 feet,
- 3) N. 21 degrees 48' 00" E. - 57.32 feet,
- 4) S. 68 degrees 12' 00" E. - 117.79 feet to the point beginning.

Containing 7187.680 square feet or 0.165 acres of land more or less.

This is to certify that this is a refinance of a Purchase Money Deed of Trust on my/our primary residence. At the time of purchase my residence was encumbered with a purchase money mortgage or Deed of Trust. The said Deed of Trust, which is recorded among the Land Records of Baltimore County in Liber 8700, folio 184, and that 12 months have passed since the recording of the purchase money mortgage/deed of trust, and has a current outstanding principal balance of \$ 127,074.86. I/we further certify that we are the original Mortgagors of said Deed of Trust.

Plat to accompany Petition for Zoning ☒ Variance ☐ Special Hearing

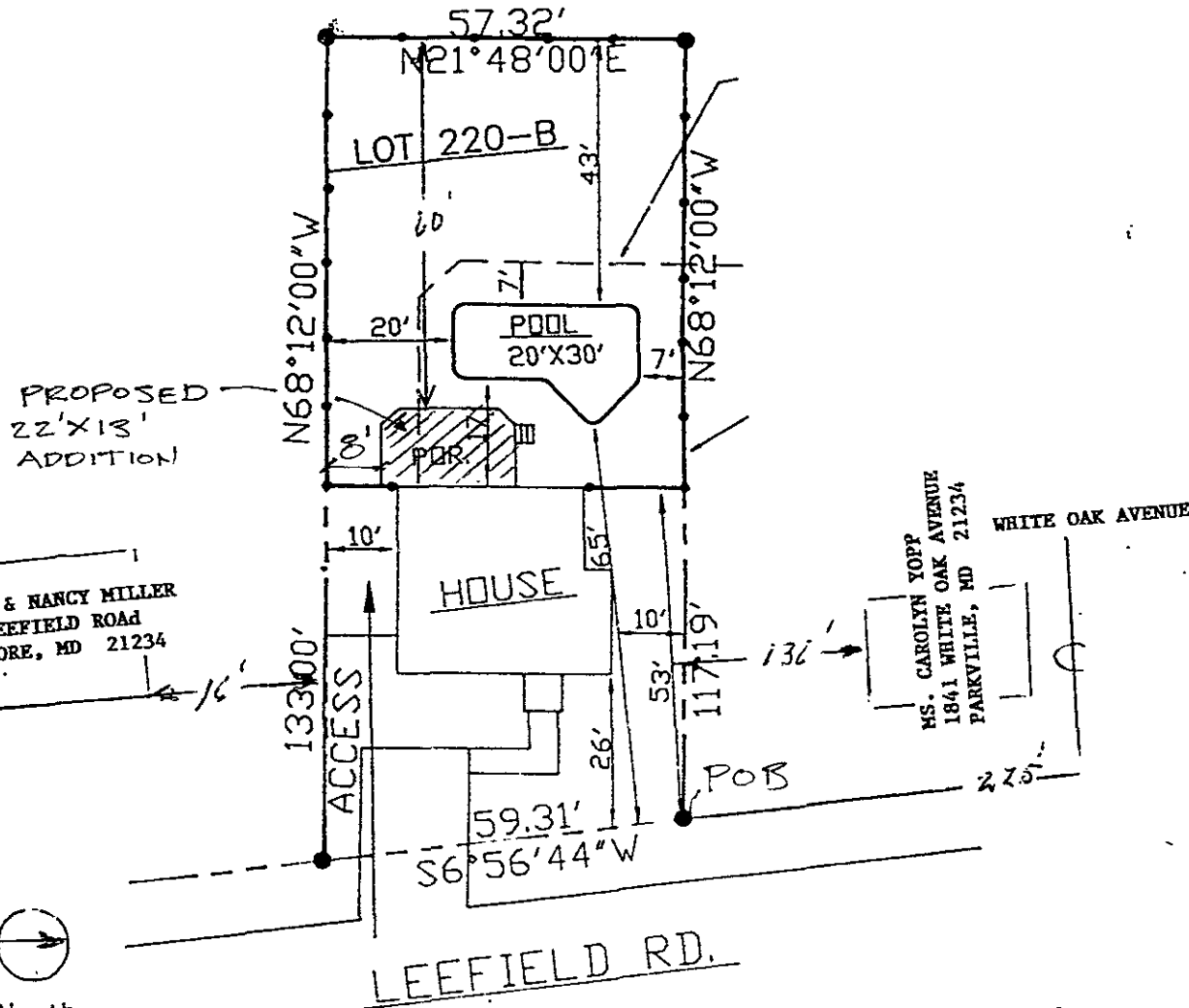
see pages 5 & 6 of the CHECKLIST for additional required information

PROPERTY ADDRESS: 8522 LEEFIELD ROAD

Subdivision name: HILLENDALE FARMS

plat book# 08, folio# 92, lot# 220B, section#

OWNER: JON MERRILL



North
Vicinity Map
scale: 1"=1000'

LOCATION INFORMATION

Election District: 9

Councilmanic District: 4

1"=200' scale map#: N.E. 9-C

Zoning: DR 5-5

Lot size: .16 acreage 7,187 square feet

SEWER: ☒ public ☐ private
WATER: ☒ public ☐ private

Chesapeake Bay Critical Area: ☐ yes ☒ no

Prior Zoning Hearings:
NONE

Zoning Office USE ONLY!

reviewed by: ITEM #: CASE#:

CTM 149 01 149A

01-149-A
Pet. Ex. #1

date: 9/26/2000

prepared by: R.L. TICE

Scale of Drawing: 1"= 30'

HILLENDALE



MERRILL #149

01-149-A



PREPARED BY AIR PHOTOGRAPHICS, INC.,
MARTINSBURG, W. V. 25401

BALTIMORE COUNTY
OFFICE OF PLANNING AND ZONING
PHOTOGRAPHIC MAP

SCALE

1" = 200'

LOCATION

BAYNESVILLE
LOCHRAVEN
VILLAGE

SHEET

N.E.
9-C

DATE
OF
PHOTOGRAPHY
JANUARY
1986

01-149-A

#2