IN RE: PETITION FOR SPECIAL HEARING NE side of Poplar Avenue, 50 feet SW of Edna Avenue 12th Election District 7th Councilmanic District **(7428 Poplar Avenue)** Elizabeth Bailey *Legal Owner and Petitioner*	* * * * * * *	BEFORE THE DEPUTY ZONING COMMISSIONER OF BALTIMORE COUNTY CASE NO. 06-523-SPH

* * * * * * * * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before this Deputy Zoning Commissioner on a Petition for Special Hearing for the property located at 7428 Poplar Avenue in the Eastern Heights subdivision of Baltimore County. The Petition was filed by Elizabeth Bailey, Legal Owner. Special Hearing relief is requested pursuant to Section 500.7 of the Baltimore County Zoning Regulations (B.C.Z.R.), to permit two dwellings on one lot as legally nonconforming.

The property was posted with Notice of Hearing on May 24, 2006, for 15 days prior to the hearing, in order to notify all interested citizens of the requested zoning relief. In addition, a Notice of Zoning hearing was published in "The Jeffersonian" newspaper on May 25, 2006, to notify any interested persons of the scheduled hearing date.

Applicable Law

Section 500.7 of the B.C.Z.R. *Special Hearings*

The Zoning Commissioner shall have the power to conduct such other hearings and pass such orders thereon as shall in his discretion be necessary for the proper enforcement of all zoning regulations, subject to the right of appeal to the County Board of Appeals. The power given hereunder shall include the right of any interested persons to petition the Zoning Commissioner for a public hearing after advertisement and notice to determine the existence of any non conforming use on any premises or to determine any rights whatsoever of such person in any property in Baltimore County insofar as they may be affected by these regulations.

6-29-06

Zoning Advisory Committee Comments

The Zoning Advisory Committee (ZAC) Comments are made part of the record of this case and contain the following highlights: None.

Interested Persons

Appearing at the hearing on behalf of the requested special hearing were Dolores Hicks, and Elizabeth Bailey, Legal Owner and Petitioner. Donald Hicks prepared the site plan. J. Neil Lanzi, Esquire, appeared as the Petitioner's attorney. Doris Rexroad, Ruhl Rexroad, William Gattus and Helen Bower appeared at the hearing in opposition to the requested relief. People's Counsel, Peter Max Zimmerman, entered the appearance of his office in this case.

A letter in opposition to the request was filed May 26, 2006, by Helen Stafford Bower, an adjacent property owner.

Code Enforcement Comments

This matter is currently the subject of an active violation case (Case No. 06-0356) in the Division of Code Inspections and Enforcement. A citation for code violation has been issued in this matter due to the allegation that the property contains an illegal structure in the rear and the property owner failed to file for appropriate permits for the structure

It should be noted, for the record, that the fact that a zoning violation is issued is simply ignored in this zoning case. This means that the Petitioner cannot use the fact that a structure has been built to set a precedent in order to allow it to continue. Nor does the fact that a structure may be costly to remove or modify come into consideration of the zoning case. The reason for this is that this condition is clearly self-imposed and as such cannot be a basis for the hardship or practical difficulty required by Section 307 of the B.C.Z.R. Conversely, the fact that something may have been done which could violate the law is not held against the Petitioner as some sort of

an additional punishment. Zoning enforcement is conducted by the Department of Permits and Development Management, which has the authority to impose fines and other penalties for violation of law. This is not the province of this office.

Testimony and Evidence

The subject property contains 7500 square feet is zoned DR 5.5 and is improved by a two story dwelling on the front of the property and a one story dwelling on the rear.

Mr. Lanzi proffered that the violation case against his client is simply a neighborhood dispute. He contends that this property, which contains two dwellings has been so used for over 50 years as two dwellings. He proffered that his research of the County records regarding this property show that no zoning was applied to it during the 1945 to 1953 period. Bill 100-1970 which introduced density residential zoning to the County was first applied to this property in 1972. He contended that this non- conforming use was known in the neighborhood but in the alternative, the use of the second structure as a dwelling is accessory to the principal use of the home in the front.

Ms. Rexroad, who lives next door and opposes the request, proffered that having the second structure on the subject property used as a dwelling reduces the value of her property, and sets a bad precedent for the neighborhood. She contends anyone must have 12,000 square feet of property to be considered for 2 dwellings.

Mr. Hicks, a registered professional engineer, testified that whereas the primary structure on the property, the front dwelling, meets all setback and zoning regulations whereas the rear structure does not. See Petitioner's exhibit 1, the Plat to Accompany. He indicated that from his research the front structure was built in the 1940's. Both structures are shown on the County's aerial photograph, Petitioner's exhibit 2. He indicated that the subject property is lot 22 of the

6-26-09

Eastern Heights subdivision recorded in the land records in 1917. He further contended that granting the requested relief would not be detrimental to the health, safety and welfare of the community as they have existed to the past 50 years.

Ms. Bailey indicated that she purchased the property in December 2001, presented photographs of the structures on the property in Petitioner's exhibit 4 and 20, statements by neighbors which are shown in exhibit 5. In particular she pointed out the statements of Dolores Hicks and Ruth Prettyman-Scurto who assert that the front dwelling was built in 1948 and used continuously as a residence since that time. In addition they state the rear structure was built as a garage in 1956 and converted to a dwelling in 1965 as a residence for family members. She also pointed out statements of former owners who confirmed the continuous use of both structures as dwellings. She presented data from the State Department of Assessments and Taxation which indicated that there are two dwellings on the property, that the property assessment reflects the higher value of two dwellings after 1966. Finally she noted the ownership of the property since 1947 as shown by the deeds of Petitioner's exhibit 7.

She noted that she pays taxes on two dwellings, has invested over $8,000 in improvements of the second structure in particular since she bought the property based on her understanding she could rent the second structure.

Upon questioning, she denied that a former owner, Mr. Spann allowed the rental of the rear structure to lapse for more than one year.

Ms. Hicks who now lives next door at 7426 Poplar Avenue indicated that she moved into the front house in 1949 (she was one year old), recalled her father building the garage which is now the second structure in 1953 and that a family member moved into the second structure in

1965. She did not recall any one year gap in use of the second structure as a dwelling. She did recall that family members stopped living in the rear structure in 1982.

She confirmed upon questioning that the second structure was built and used as a garage starting in 1953, her sister moved into the second structure which was converted to a dwelling in 1965.

Mr. Rexroad, who lives next door, disputed that the rear structure had been used as a dwelling for the past 50 years, asserted the second dwelling was used as a dwelling starting in 1965, recalled another dispute over a shed with this neighbor, presented statements in opposition to the request signed by neighbors, (protestant's exhibit 1), presented a letter from the County that public sewerage was coming to the area (protestants exhibit 2) and as far as he knew the second structure was connected to the public sewer system illegally.

Mrs. Rexroad indicated that she moved next door in 1962, the second structure was converted from a garage to a dwelling in 1965 for family, the second structure was first rented to non-family by Mr. Spann, who allowed the second structure to remain vacant while he answered complaints from a disgruntled tenant. She indicated that the second structure was empty for a year prior to Mr. Spann allowing his brother to live there. She presented records from the County that the sewer line was connected to the property in 1965 as shown in protestants' exhibit 5. Upon questioning she was not sure of the dates during which she indicated Mr. Spann did not rent the second structure, but asserted once again the second structure was vacant about a year.

Ms. Bower, the neighbor directly behind the subject property, recalled several problems with the condition of the garage, stated that she moved into her home on Belmont Avenue in 1973. Mr. Gattus objected to having two homes on one lot.

Findings of Fact and Conclusions of Law

This case is primarily a matter of law as everyone agrees to almost all the facts. The subject property was improved with a dwelling in 1948. There is no dispute that this home has been used continuously since that time as a dwelling. All agree that the property was further improved with a garage located in the rear in 1953. Everyone agrees the garage was converted to a dwelling in 1965 when the owner's daughter moved in. I will call this structure 2.

There is some dispute as to whether structure 2 was continuously used as a dwelling since 1965. Ms. Rexroad indicated that after a dispute with a tenant, structure 2 was not occupied for about a year. However she could not remember what year or what months of what year this occurred. I can understand this given the 41 year history of this structure as a dwelling. On the other hand the Petitioner's evidence indicated structure 2 was continuously occupied by family of the principal home or by tenants except for the normal time it takes to relet the structure. Considering all the evidence I find that structure 2 was occupied as a dwelling continuously since 1965.

So the problem is quite simple. Was the conversion of structure 2 to a dwelling in 1965 a legal use. If it was, the use of this structure as a dwelling is a legal non-conforming use. To answer this question, the case turns on three questions:

1. What was the zoning on the property in 1965?
2. Did that zoning allow dwellings on the property?
3. Did that zoning allow two dwellings on the property?

Mr. Lanzi proffered that his investigation revealed this property was not zoned until the 1970's. He based this conclusion on his actual review of the old 1945 and 1955 zoning maps in the archives of the Zoning Office which showed no zoning designation for this property.

However several zoning practitioners have opined in the past that the 'A' residence zone is a default zoning on all property in the 1945 maps/regulations. It is also my understanding that the Zoning Office agrees with this view.

I can find no specific paragraph during my review of the text of the 1945 regulations which gives a default zoning to property not otherwise zoned. However upon reviewing the 1945 to 1953 zoning maps, the legend on the bottom of the maps gives a summary of each zone by color. However the clear box (no color) shows Residence A. Said another way, one can interpret the map to indicate that any property that has a color has the zone given by the legend, but if no color, the zone is Residence A. Mr. Lanzi argues that if there is no color, there is no zone.

Considering the maps and there purpose, I conclude the former is the correct interpretation, that is, if no color is shown, the zone is A Residence. I come to this conclusion based on the simple fact that there is no A Residence noted on the body of the maps. Said another way, all the zones other than A Residence are shown on the map. Yet A Residence is clearly specified in the regulations. Logically most of the property shown on the maps would be residential. This leads me to believe "clear" (no color) in the map legend is intended to specify A Residence anywhere on the map that has no color. From this I conclude that the zoning on this property in 1945 was Residential A and in 1965 was R-6.

There is no specific regulation in residential zones which directly prohibits two dwellings on one lot. If the lot is large enough to allow the two dwellings to meet all setback and density regulations, two dwellings may be approved. Likely the Zoning Office would require a zoning use division line to separate uses but they could exist legally. Section 102.2 provides that

" No yard space or minimum area required for a building or use shall be considered as any part of the yard space or minimum area for another building or use".

Consequently for two dwelling to be a legal use, the owner can not double count the back yard of the front dwelling as the front yard of the back dwelling. This prohibition against double counting first appeared in the 1955 regulations and remained in the 1963 regulations which were in effect when the garage in this case was converted to a dwelling. So the question is whether structure 2 met the setback requirements of R 6 zoning without double counting.

According to the 1963 Zoning Regulations each lot having a principal dwelling must have a lot area of at least 6,000 square feet, lot width of 55 feet, front yard setback of 25 feet, side yard setback of 8 feet, sum of the side yard setback of 20 feet and rear yard of 30 feet. Clearly the two dwellings on the subject lot did not meet those regulations.

From the above I conclude that converting the garage to a dwelling in 1965 was not a legal use. As a result while the use may have been continuous since 1965, it does not qualify as a non-conforming use.

That said I would like to plead once again for change in the non-conforming law. The Petitioner in this case purchased her property presumably in good faith that she could rent the second structure. She invested substantial sums to improve the second structure. The use of the second structure continued uninterruptedly for 40 years as a dwelling without a problem. The Petitioner's case in equity is very strong. I respectfully suggest once again the Council consider setting a time period rather than the beginning of zoning as the measure of proof of non-conforming status. If a use has continued for perhaps half a century without interruption and complaints, should not such a use be granted non-conforming status? It is becoming increasingly difficult to find someone who has personal knowledge of use of a structure before 1945. Even the County is losing its ability to remember just how to interpret the oldest zoning maps as illustrated above.

Pursuant to the advertisement, posting of the property, and public hearing on this petition held, and after considering the testimony and evidence offered by the Petitioner, I find that the Petitioners' request for special hearing should be denied.

THEREFORE, IT IS ORDERED, by the Deputy Zoning Commissioner for Baltimore County, this 29th day of June, 2006, that the Petitioners' request for Special Hearing relief filed pursuant to Section 500.7 to Section 500.7 of the Baltimore County Zoning Regulations (B.C.Z.R.), to permit two dwellings on one lot as legally nonconforming be and is hereby DENIED.

Any appeal of this decision must be made within thirty (30) days of the date of this Order.

John V. Murphy

JOHN V. MURPHY
DEPUTY ZONING COMMISSIONER
FOR BALTIMORE COUNTY

JVM:pz

Date 6-29-06
By

BALTIMORE COUNTY
MARYLAND

JAMES T. SMITH, JR.
County Executive

WILLIAM J. WISEMAN III
Zoning Commissioner

June 29, 2006

ELIZABETH BAILEY
7428 POPLAR AVENUE
BALTIMORE MD 21224

Re: Petition for Special Hearing
Case No. 06-523-SPH
Property: 7428 Polar Avenue

Dear Ms. Bailey:

Enclosed please find the decision rendered in the above-captioned case. The petition for Special Hearing has been denied 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,

John V. Murphy

John V. Murphy
Deputy Zoning Commissioner
for Baltimore County

JVM:pz
Enclosure

c: J. Neil Lanzi, Esquire, Mercantile Building, Suite 617, 409 Washington Avenue, Towson, MD 21204
Dolores Hicks, 7426 Poplar Avenue, Baltimore MD 21224
Donald E. Hicks, 200 East Joppa Road, Baltimore MD 21286
Doris and Ruhl Rexroad, 7430 Polar Avenue, Baltimore MD 21224
Helen Bower, 7415 Belmont Avenue, Baltimore MD 21224
William Gattus, 7407 Poplar Avenue, Baltimore MD 21224

06-523

Petition for Special Hearing

to the Zoning Commissioner of Baltimore County

for the property located at 7428 Poplar Avenue

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

Two dwelling units on one lot AS LEGALLY NONCONFORMING NV

Property is to be posted and advertised as prescribed by the zoning regulations.
I, or we, agree to pay expenses of above Special Hearing, 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:

J. Neil Lanzi
Name - Type or Print

Signature

~~J. Neil Lanzi, P.A.~~
Company

~~409 Washington Avenue #617~~
Address Telephone No.

Towson, MD 21204 410-296-0686
City State Zip Code

Legal Owner(s):

Elizabeth Bailey
Name - Type or Print

X Elizabeth Bailey
Signature

Name - Type or Print

Signature

~~7428 Poplar Avenue 410-238-1336~~
Address Telephone No.

Baltimore, MD 21224
City State Zip Code

Representative to be Contacted:

~~J. Neil Lanzi~~
Name

410-296-0686
Address Telephone No.

City State Zip Code

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING 1HR

UNAVAILABLE FOR HEARING —

Reviewed By DROPOFF Date 4/19/06

FILED IN WR

Case No. 06 523 SPH

REV 9/15/98

6-29-06

By

Hicks Engineering Associates, Inc.

523

DESCRIPTION FOR ZONING
OF
ELIZABETH J. BAILEY PROPERTY

NO. 7428 & NO 7428B POPLAR AVENUE
12th ELECTION DISTRICT
7th COUNCILMANIC DISTRICT
BALTIMORE COUNTY, MARYLAND

BEGINNING FOR THE SAME at a point on the northwest right of way line of Poplar Avenue, existing 50-foot right of way, said point being fifty (50') feet southwest from the right of way line of Edna Avenue, existing fifty-foot right of way, thence leaving said point and running with the northwest right of way line of Poplar Avenue;

1) Southwesterly 50 feet, thence leaving the right of way line and running;
2) Northwesterly 150 feet, thence
3) Northeasterly 50 feet, thence
4) Southeasterly 150 feet to the point of beginning.

CONTAINING 7,500 square feet or 0.172 acres of land, more or less.

BEING KNOWN AND DESIGNATED as Lot No. 22, Section C, as shown on Plat entitled "Plat of Eastern Heights", which Plat is filed among the Land Records of Baltimore County in Plat Book W P.C No 5, folio 83.

The improvements thereon being known as No. 7428 & 7428B Poplar Avenue, Baltimore, MD 21224.

STATE OF MARYLAND
DONALD EDWIN HICKS
No. 8676
REGISTERED
PROFESSIONAL ENGINEER

HICKS ENGINEERING ASSOCIATES, INC
CIVIL ENGINEERS ~ LAND SURVEYORS
200 EAST JOPPA ROAD, SUITE 402
TOWSON, MARYLAND 21286
TELEPHONE· 410-494-0001

April 11, 2006

BALTIMORE COUNTY, MARYLA
OFFICE OF BUDGET & FINANCE
MISCELLANEOUS RECEIPT

Appeal of Agnes 66.00 PA
Appeal 37-623

No. 17251

DATE 4/19/06 ACCOUNT 001 006 6150

AMOUNT $ 130.00

RECEIVED FROM: J. Neil Lanzi

FOR: Appeal 37-623 Agnes. 428 Poplar Ave.

DISTRIBUTION
WHITE - CASHIER PINK - AGENCY YELLOW - CUSTOMER

CASHIER'S VALIDATION

J. NEIL LANZI, P.A. 5451

$65.00

4/13/06
Baldo County
- Client - B Elie Bailey
- Filing fee

06-523 - SPH

J. NEIL LANZI, P.A. 5451

DELUXE BUSINESS FORMS 1+800-328-0304 www.deluxeforms.com

NOTICE OF ZONING 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: #06-523-SPH
7428 Poplar Avenue
Northwest side of Poplar Avenue, 50 feet southwest of Edna Avenue
12th Election District
7th Councilmanic District
Legal Owner(s): Elizabeth Bailey
Special Hearing: to permit two dwellings units on one lot as legally nonconforming.
Hearing: Monday, June 12, 2006 at 2:00 p.m. in Room 407, County Courts Building, 401 Bosley Avenue, Towson 21204.

WILLIAM J. WISEMAN, III
Zoning Commissioner for Baltimore County

NOTES: (1) Hearings are Handicapped Accessible, for special accommodations Please Contact the Zoning Commissioner's Office at (410) 887-4386.

(2) For information concerning the File and/or Hearing, Contact the Zoning Review Office at (410) 887-3391.

5/276 May 25 96470

CERTIFICATE OF PUBLICATION

5/25/, 2006

THIS IS TO CERTIFY, that the annexed advertisement was published in the following weekly newspaper published in Baltimore County, Md., once in each of 1 successive weeks, the first publication appearing on 5/25/, 2006.

- [x] The Jeffersonian
- [ ] Arbutus Times
- [ ] Catonsville Times
- [ ] Towson Times
- [ ] Owings Mills Times
- [ ] NE Booster/Reporter
- [ ] North County News

P. Wilkinson

LEGAL ADVERTISING

CERTIFICATE OF POSTING

ATTENTION: KRISTEN MATHHEWS **DATE:** 5/24/06

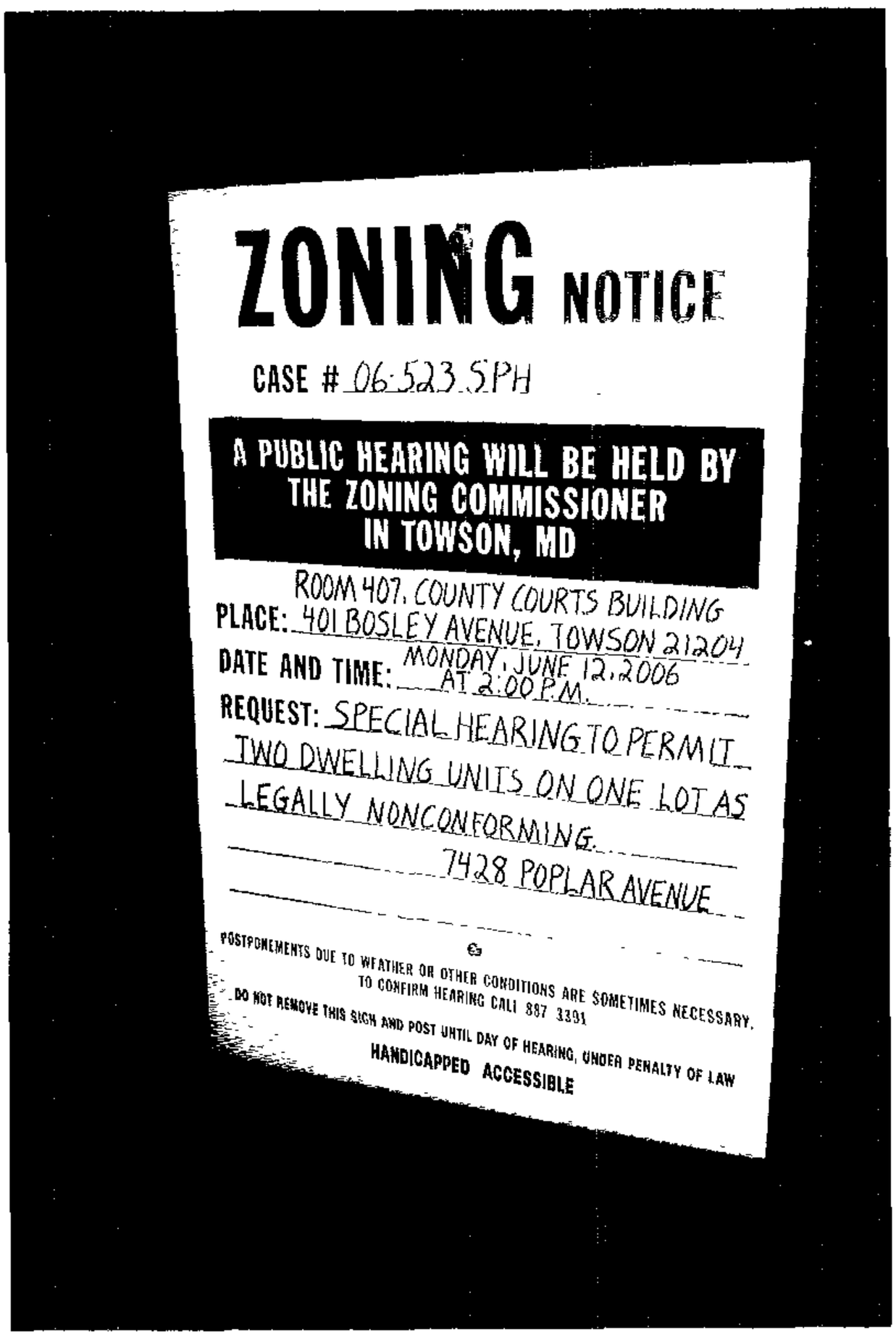
Case Number: 06-523-SPH

Petitioner/Developer: ELIZABETH BAILEY---J. NEIL LANZI, ESQ.--DON HICKS OF HICKS ENGINEERING

Date of Hearing (Closing): 06/12/2006

This is to certify under the penalties of perjury that the necessary sign(s) required by law were posted conspicuously on the property located at: 7428 POPLAR AVENUE

The sign(s) were posted on: 5/24/06



Linda O'Keefe
(Signature of Sign Poster)

Linda O'Keefe
(Printed Name of Sign Poster)

523 Penny Lane
(Street Address of Sign Poster)

Hunt Valley Maryland 21030
(City, State, Zip Code of Sign Poster)

410-666-5366
(Telephone Number of Sign Poster)

Department of Permits and Development Management

Director's Office
County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204
Tel: 410-887-3353 • Fax: 410-887-5708

Baltimore County

James T. Smith, Jr., County Executive
Timothy M Kotroco, Director

May 1, 2006

NOTICE OF ZONING 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: 06-523-SPH
7428 Poplar Avenue
Northwest side of Poplar Avenue, 50 feet southwest of Edna Avenue
12th Election District – 7th Councilmanic District
Legal Owner: Elizabeth Bailey

Special Hearing to permit two dwellings units on one lot as legally nonconforming.

Hearing: Monday, June 12, 2006 at 2:00 p.m. in Room 407, County Courts Building, 401 Bosley Avenue, Towson 21204

Timothy Kotroco
Director

TK:klm

C: J. Neil Lanzi, 409 Washington Avenue, Towson 21204
Elizabeth Bailey, 7428 Poplar Avenue, Baltimore 21224

NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY SATURDAY, MAY 27, 2006.**
(2) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL THE ZONING COMMISSIONER'S OFFICE AT 410-887-4386.
(3) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.

Printed on Recycled Paper

TO: PATUXENT PUBLISHING COMPANY
Thursday, May 25, 2006 Issue - Jeffersonian

Please forward billing to:
Elizabeth Bailey
7428 Poplar Avenue
Baltimore, MD 21224

410-238-1336

NOTICE OF ZONING 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: 06-523-SPH
7428 Poplar Avenue
Northwest side of Poplar Avenue, 50 feet southwest of Edna Avenue
12th Election District – 7th Councilmanic District
Legal Owner: Elizabeth Bailey

Special Hearing to permit two dwellings units on one lot as legally nonconforming.

Hearing: Monday, June 12, 2006 at 2:00 p.m. in Room 407, County Courts Building, 401 Bosley Avenue, Towson 21204

WILLIAM J. WISEMAN III
ZONING COMMISSIONER FOR BALTIMORE COUNTY

NOTES: (1) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMODATIONS, PLEASE CONTACT THE ZONING COMMISSIONER'S OFFICE AT 410-887-4386.
(2) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.

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: 523

Petitioner: ELIZABETH BAILEY

Address or Location: 7428 POPLAR AVENUE

PLEASE FORWARD ADVERTISING BILL TO:

Name: ElizaBeth Bailey

Address: 7428 Poplar Avenue

Balto MD 21224

Telephone Number: 410 - 238 -1336

Revised 2/20/98 - SCJ

Department of Permits and Development Management

Director's Office
County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204
Tel: 410-887-3353 • Fax: 410-887-5708

Baltimore County

James T. Smith, Jr., County Executive
Timothy M. Kotroco, Director

June 9, 2006

J. Neil Lanzi
409 Washington Ave. #617
Towson, MD, 21204

Dear: Mr. Lanzi

RE: Case Number: 06-523-SPH; 7428 Poplar Ave.

The above referenced petition was accepted for processing by the Bureau of Zoning Review, Department of Permits and Development Management (PDM) on April 19, 2006.

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.
Supervisor, Zoning Review

WCR:sma

Enclosures

c: People's Counsel
Elizabeth Bailey, 7428 Poplar Ave, Baltimore, MD, 21224

Printed on Recycled Paper

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: Timothy M. Kotroco, Director
Department of Permits and
Development Management

DATE: May 16, 2006

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

SUBJECT: Zoning Advisory Petition(s): **Case(s) 6-523- Special Hearing**

The Office of Planning has reviewed the above referenced case(s) and has no comments to offer.

For further questions or additional information concerning the matters stated herein, please contact Amy Mantay in the Office of Planning at 410-887-3480.

Prepared By: Curtis Murray

Division Chief: Lyn Lanham

CM/LL

W \DEVREV\ZAC\6-523 doc

Robert L. Ehrlich, Jr., *Governor*
Michael S. Steele, *Lt. Governor*

SHA
Driven to Excel
State Highway Administration
Maryland Department of Transportation

Robert L. Flanagan, *Secretary*
Neil J. Pedersen, *Administrator*

Date: 4·28·06

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

RE: Baltimore County
Item No. 523 JLL

Dear. Ms. Matthews:

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,

S. D. Foster

Steven D. Foster, Chief
Engineering Access Permits Division

Fire Department

700 East Joppa Road
Towson, Maryland 21286-5500
Tel: 410-887-4500

Baltimore County

James T Smith, Jr., County Executive
John J. Hohman, Chief

County Office Building, Room 111
111 West Chesapeake Avenue
Towson, Maryland 21204

May 2,2006

ATTENTION: Zoning Review planners

Distribution Meeting of: May 1,2006

Item No.: 518, 519, 520, 521, 522, (523) 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536.

Pursuant to your request, the referenced plan(s) have been reviewed by this Bureau and the comments below are applicable and required to be corrected or incorporated into the final plans for the property.

The Fire Marshal's Office has no comments at this time.

Acting Lieutenant Don W. Muddiman
Fire Marshal's Office
Phone(O)410-887-4881
Mail Stop - 1102F

cc: File

Printed on Recycled Paper

BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

TO: Timothy M. Kotroco, Director
Department of Permits & Development Management

DATE: May 5, 2006

FROM: Dennis A. Kennedy, Supervisor
Bureau of Development Plans Review

SUBJECT: Zoning Advisory Committee Meeting
For May 8, 2006
Item No. 519, 520, 521, 523, 524, 525, 526,527, 529, 530, 531, 532, 533, 534, 535, and 05-558 SPH XA

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

DAK:CEN:clw
cc: File
ZAC-NO COMMENTS-05032006.doc

RE:	PETITION FOR SPECIAL HEARING 7428 Poplar Avenue; NW/S Poplar Avenue, 50' SW Edna Avenue 12th Election & 7th Councilmanic Districts Legal Owner(s): Elizabeth Bailey Petitioner(s)	*	BEFORE THE
		*	ZONING COMMISSIONER
		*	FOR
		*	BALTIMORE COUNTY
		*	06-523-SPH

* * * * * * * * * * * * *

ENTRY OF APPEARANCE

Please enter the appearance of People's Counsel in the above-captioned matter. Notice should be sent of any hearing dates or other proceedings in this matter and the passage of any preliminary or final Order. All parties should copy People's Counsel on all correspondence sent and all documentation filed in the case.

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

Carole S. Demilio

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 3rd day of May, 2006, a copy of the foregoing Entry of Appearance was mailed to, J. Neil Lanzi, Esquire, 409 Washington Avenue, Suite 617, Towson, MD 21204, Attorney for Petitioner(s).

RECEIVED
MAY 0 3 2006
Per

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

06 523 SPH

KEEP IN ALL FILES INC. DUMMY

FREQUENT FLYER ATTORNEYS DROP OFF ZONING PETITIONS
POLICY PROCEDURES

The following zoning policy is related to the filing of zoning petitions and is aimed at expediting the petition filing process with this office:

1. The Director of the Office of Permits and Development Management (PDM) allows zoning attorneys who frequently file for zoning hearings and who are capable of filing petitions that comply with **all** technical aspects of the zoning regulations and petitions filing requirements can file their petitions with this office without the necessity of an appointment for review by zoning personnel.

2. Any attorney using this system should be fully aware that they are responsible for the accuracy and completeness of any such petition. In the event that the petition has not been filed correctly, there is the possibility that another hearing will be required or the zoning commissioner may deny the petition due to errors or incompleteness. All petitions filed in this manner will receive a cursory review and if necessary they will be commented on by zoning personnel prior to the hearing. A corrective memo by zoning review may be placed in the hearing file to be considered by the Hearing Officer.

3. When a petition has been dropped off by the attorney, it will only be reviewed for very basic necessary input, logging, and distribution information.

PER ATTY NOT IN CBCA
IS A VIOLATION
PRIOR REVIEW WCR.

3/22/05
JLL/rjc

BALTIMORE COUNTY, MARYLAND
INTEROFFICE CORRESPONDENCE

DATE: May 10, 2006

TO: W. Carl Richards, Jr.
Zoning Review Supervisor

FROM: Rick Wisnom, Chief
Division of Code Inspections & Enforcement

SUBJECT: Item No.: 523
Legal Owner/Petitioner: Elizabeth Bailey
Contract Purchaser:
Property Address: 7428 Poplar Avenue
Location Description: Northwest side Poplar Avenue, 50 feet southwest of Edna Avenue

VIOLATION INFORMATION: **Case No.: 06-0356**
Defendants: Elizabeth Bailey

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

Linda Kaminkow
7428 Poplar Avenue
Baltimore, MD 21224

In addition, please find attached a duplicate copy of the following pertinent documents relative to the violation case, for review by the Zoning Commissioner's Office:

Complaint Intake Form
State Tax Assessment printout
Correction Notice/Code Violation Notice
Proof of Service
Citation
Arial photograph
Deed
Real Property Search
Data Entry Form
Update/Message Form
Other: letter

After the public hearing is held, please send a copy of the Zoning Commissioner's order to Lisa Henson in Room 213 in order that the appropriate action may be taken relative to the violation case.

RSW/
c: Ed Creed

BALTIMORE COUNTY MARYLAND
INTER-OFFICE CORRESPONDENCE

DATE: May 1, 2006

TO: W. Carl Richards, Jr.
Zoning Review Supervisor

FROM: Rick Wisnom, Chief
Division of Code Inspections & Enforcement

SUBJECT:		
	Item No.:	523
	Legal Owner/Petitioner	Bailey, Elizabeth
	Contract Purchaser:	N/A
	Property Address:	7428 Poplar Ave
	Location Description:	N/w side Poplar Ave, 50' s/w Edna Ave

VIIOLATION INFORMATION:		
	Case No.	06-1470
	Defendants:	Bailey, Elizabeth

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

NAME ADDRESS

In addition, please find attached a duplicate copy of the following pertinent documents relative to the violation case, for review by the Zoning Commissioner's Office:

- ☐ 1. Complaint letter/memo/email/fax (if applicable)
- X 2. Complaint Intake Form/Code Enforcement Officer's report and notes
- X 3. State Tax Assessment printout
- ☐ 4. State Tax Parcel Map (if applicable)
- ☐ 5. MVA Registration printout (if applicable)
- ☐ 6. Deed (if applicable)
- ☐ 7. Lease-Residential or Commercial (if applicable)
- ☐ 8. Photographs including dates taken
- X 9. Correction Notice/Code Violation Notice
- ☐ 10. Citation and Proof of Service (if applicable)
- ☐ 11. Certified Mail Receipt (if applicable)
- ☐ 12. Final Order of the Code Official/Hearing Officer (if applicable)
- ☐ 13. Office of Budget & Finance Billing Notice/Property Lien Sheet (if applicable)
- ☐ 14. Complete Chronology of Events, beginning with the first complaint through the Billing Notice/Property Lien Sheet (if applicable).

After the public hearing is held, please send a copy of the Zoning Commissioner's order to Helene Kehring in Room 113 in order that the appropriate action may be taken relative to the violation case.

RSW/cp
C: Code Enforcement Officer

Entered us

CODE ENFORCEMENT REPORT

DATE: 03/10/06 INTAKE BY: CJP CASE #: 06-1470 INSPEC: Postili

COMPLAINT LOCATION: 7428 Poplar Ave

ZIP CODE: 21224 DIST: 12

COMPLAINANT NAME: Office PHONE #: (H) (W)

ADDRESS: ZIP CODE:

PROBLEM: Shed too close to property line

IS THIS A RENTAL UNIT? YES NO

IF YES, IS THIS SECTION 8? YES NO

OWNER/TENANT INFORMATION: 410 905 2016

TAX ACCOUNT #: 12 23 075780 ZONING:

INSPECTION: Observed shed at rear yard approximately 1 ft from property line. Issued notice, copy posted at front door, copy sent to owner by reg mail. pu 3/24/06 CJP

REINSPECTION: 3/13/06 Ms Bailey called and stated that she believed that a shed would not be required to meet zoning or building regulations because it could be moved. Advised ms Bailey that shed was an accessory structure and must be compliant. CJP

REINSPECTION: 3/24/06 Observed shed removed close CJP

REINSPECTION:

RA1001B

DATE: 03/10/2006 STANDARD ASSESSMENT INQUIRY (1)
TIME: 07:48:49

PROPERTY NO.	DIST	GROUP	CLASS	OCC.	HISTORIC	DEL	LOAD DATE
12 23 075780	12	3-0	04-00	D	NO		01/04/06

BAILEY ELIZABETH J

DESC-1.. IMPS
DESC-2.. EASTERN HEIGHTS

7428 POPLAR AVE

PREMISE. 07428 POPLAR AVE
00000-0000

BALTIMORE MD 21224-3229 FORMER OWNER: SPANN WILLIAM J

FCV	PRIOR	PROPOSED
LAND:	25,500	55,500
IMPV:	114,150	154,420
TOTL:	139,650	209,920
PREF:	0	0
CURT:	95,510	157,800
DATE:	09/02	09/05

PHASED IN	CURR FCV	CURR ASSESS	PRIOR ASSESS
TOTAL..	163,073	163,073	139,650
PREF...	0	0	0
CURT...	116,273	116,273	95,510
EXEMPT.		0	0

TAXABLE BASIS

		FM DATE
ASSESS:	163,073	11/10/05
ASSESS:	139,650	
ASSESS:	0	

ENTER-INQUIRY2 PA1-PRINT PF4-MENU PF5-QUIT PF7-CROSS REF

RA1001C

DATE: 03/10/2006 STANDARD ASSESSMENT INQUIRY (2)
TIME: 07:49:01

PROPERTY NO.	DIST	GROUP	CLASS	OCC.	HISTORIC	DEL	LOAD DATE
12 23 075780	12	3-0	04-00	D	NO		01/04/06

LOT....	22	BOOK....	0005	MAP.....	0096
BLOCK..		FOLIO...	0083	GRID....	0022
SECTION..				PARCEL..	0204
PLAT..					

LOT WIDTH..... 50.00
LOT DEPTH..... 100.00
LAND AREA.. 7500.000 S
YEAR BUILT..... 64

TRANSFER DATA

NUMBER..... 226046
DATE..... 01/23/02
PURCHASE PRICE..... 119,000
GROUND RENT..... 0
DEED REF LIBER..... 16010
DEED REF FOLIO..... 0249
CONVEYED IND..... 9
TOT-PART TRAN IND..... T
GRANTOR ACCT NO.. 12-23-075780

EXEMPT DATA

STATUS.....
CLASS CODE..... 000
STATE EXEMPT CODE..... 000
COUNTY EXEMPT CODE..... 000
CURR STATE EX ASMT.... 0
PRIOR STATE EX ASMT... 0
CURR COUNTY EX ASMT... 0
PRIOR COUNTY EX ASMT.. 0

CRITICAL AREAS CODE	NEW CONST YEAR	CARD NO
	01606	

STRUCTURE

CODE	SQ. FEET
	1476

ENTER-INQUIRY3 PA1-PRINT PF2-INQUIRY1 PF4-MENU PF5-QUIT PF7-CROSS REF

CODE ENFORCEMENT REPORT

DATE: 1/10/06 INTAKE BY: SMS CASE #: 060356 INSPEC: E. Creed

COMPLAINT LOCATION: 7428 Poplar Ave.

ZIP CODE: 21224 DIST:

COMPLAINANT NAME: Anon PHONE #: (H) (W)

ADDRESS: ZIP CODE:

PROBLEM: illegal structure in rear.

IS THIS A RENTAL UNIT? YES ____ NO ____
IF YES, IS THIS SECTION 8? YES ____ NO ____
OWNER/TENANT INFORMATION: Elizabeth Baily, same.

TAX ACCOUNT #: 1223075780 ZONING:

INSPECTION:

prior case
05-1446

REINSPECTION:

REINSPECTION:

REINSPECTION:

DATE: 01/13/2006 STANDARD ASSESSMENT INQUIRY
TIME: 12:44:23

PROPERTY NO.	DIST	GROUP	CLASS	OCC.	HISTORIC	DEL	LOAD DATE
12 23 075780	12	3-0	04-00	D	NO		01/04/06

BAILEY ELIZABETH J
DESC-1.. IMPS
DESC-2.. EASTERN HEIGHTS
7428 POPLAR AVE PREMISE. 07428 POPLAR AVE
00000-0000
BALTIMORE MD 21224-3229 FORMER OWNER: SPANN WILLIAM J

---------- FCV ----------			---------- PHASED IN ----------		
	PRIOR	PROPOSED		CURR FCV	CURR ASSESS	PRIOR ASSESS
LAND:	25,500	55,500				
IMPV:	114,150	154,420	TOTAL..	163,073	163,073	139,650
TOTL:	139,650	209,920	PREF...	0	0	0
PREF:	0	0	CURT...	116,273	116,273	95,510
CURT:	95,510	157,800	EXEMPT.		0	0
DATE:	09/02	09/05				

---- TAXABLE BASIS ----		FM DATE
ASSESS:	163,073	11/10/05
ASSESS:	139,650	
ASSESS:	0	

ENTER-INQUIRY2 PA1-PRINT PF4-MENU PF5-QUIT PF7-CROSS REF

DATE: 01/13/2006 STANDARD ASSESSMENT INQUIRY
TIME: 12:44:31

PROPERTY NO.	DIST	GROUP	CLASS	OCC.	HISTORIC	DEL	LOAD DATE
12 23 075780	12	3-0	04-00	D	NO		01/04/06

LOT.... 22 BOOK.... 0005 MAP..... 0096 LOT WIDTH..... 50.00
BLOCK.. FOLIO... 0083 GRID.... 0022 LOT DEPTH..... 100.00
SECTION.. PARCEL.. 0204 LAND AREA.. 7500.000 S
PLAT.. YEAR BUILT..... 64

---------TRANSFER DATA--------

NUMBER..... 226046
DATE..... 01/23/02
PURCHASE PRICE..... 119,000
GROUND RENT..... 0
DEED REF LIBER..... 16010
DEED REF FOLIO..... 0249
CONVEYED IND..... 9
TOT-PART TRAN IND..... T
GRANTOR ACCT NO.. 12-23-075780

----------EXEMPT DATA----------

STATUS.....
CLASS CODE..... 000
STATE EXEMPT CODE..... 000
COUNTY EXEMPT CODE..... 000
CURR STATE EX ASMT.... 0
PRIOR STATE EX ASMT... 0
CURR COUNTY EX ASMT... 0
PRIOR COUNTY EX ASMT.. 0

CRITICAL AREAS CODE	NEW CONST YEAR	CARD NO
		01606

------STRUCTURE-----

CODE	SQ. FEET
	1476

ENTER-INQUIRY3 PA1-PRINT PF2-INQUIRY1 PF4-MENU PF5-QUIT PF7-CROSS REF

DATE: 01/13/2006 STANDARD ASSESSMENT INQUIRY
TIME: 12:44:38

PROPERTY NO.	DIST	GROUP	CLASS	OCC.	HISTORIC	DEL	LOAD DATE
12 23 075780	12	3-0	04-00	D	NO		01/04/06

----------STATE----------

REC CREATE DATE.. 10/23/92
DELETE CODE..... M
DATE DELETED.....
LAST FM DATE..... 11/10/05
LAST FM TYPE..... C
PREV FM DATE.....
PREV FM TYPE.....

---------- COUNTY ----------

LAST LOAD DATE... 01/04/06
PRIOR LOAD DATE.. 11/04/05

GEO CODE	N/A	LAND-USE
82	NO	R

STATE TAXABLE ASSESS
ASSESS: 163,073
ASSESS: 139,650
ASSESS: 0

ENTER-INQUIRY1 PA1-PRINT PF2-INQUIRY2 PF4-MENU PF5-QUIT PF7-CROSS REF

Baltimore County
Department of Permits and
Development Management

Code Inspections and Enforcement
County Office Building
111 West Chesapeake Avenue
Towson, MD 21204

Dist 12

Code Enforcement: 410-887-3351
Building Inspection: 410-887-3953

Plumbing Inspection: 410-887-3620
Electrical Inspection: 410-887-3960

BALTIMORE COUNTY UNIFORM CODE ENFORCEMENT CORRECTION NOTICE

Citation/Case No. 06-1470

Property No. 12 23 075780

Zoning: DR 5.5

Name(s): Elizabeth Bailey

Address: 7428 Poplar Ave

Violation Location: 7428 Poplar Ave Balt MD 21224-3229

DID UNLAWFULLY VIOLATE THE FOLLOWING BALTIMORE COUNTY LAWS:

Baltimore County Council Bill 1-05
Baltimore County Zoning Regulation
International Residential Code 2003

Accessory structure (shed) at rear located too close to property line.

Move structure to a minimum of 3 ft from property line (or 2.5 ft from property line with proper fire rated wall(s))

YOU ARE HEREBY ORDERED TO CORRECT THESE VIOLATION(S) ON OR BEFORE:

On or Before: 03/24/06

Date Issued: 03/10/06

FAILURE TO COMPLY WITH THE DEADLINE STATED IS A MISDEMEANOR. A CONVICTION FOR EACH VIOLATION SUBJECTS YOU TO POTENTIAL FINES OF $200, $500, OR $1000 PER DAY, PER VIOLATION, DEPENDING ON VIOLATION, OR 90 DAYS IN JAIL, OR BOTH.

Print Name: Claude J Profili

INSPECTOR: Claude J Profili

STOP WORK NOTICE

PURSUANT TO INSPECTION OF THE FOREGOING VIOLATIONS, YOU SHALL CEASE ALL WORK UNTIL THE VIOLATIONS ARE CORRECTED AND/OR PROPER PERMITS OBTAINED. WORK CAN RESUME WITH THE APPROVAL OF THE DIVISION OF CODE INSPECTIONS AND ENFORCEMENT. THESE CONDITIONS MUST BE CORRECTED NOT LATER THAN:

Not Later Than:

Date Issued:

INSPECTOR NAME: _____
(PRINT NAME)

Copy Distribution: White: Agency Yellow: Violation Site Pink: Defendant Goldenrod: Remains in Book

Rev 5/05

Permits and Development Management
Code Inspections and Enforcement
County Office Bu/ Rm. 213
111 West Chesape ve
Towson, Maryland 21204

Code nforcement 410-887-3351
Bui Inspection 410-887-3953
Elec Inspection 410-887-3960
Plum. Inspection 410-887-3620
Signs/ Fences 410-887-3896

CODE INSPECTIONS AND ENFORCEMENT CORRECTION NOTICE

CASE NUMBER	PROPERTY TAX ID	DATE ISSUED
C-356	12-23-075-780	1/12/16

NAME(S): ELIZABETH BAILEY

MAILING ADDRESS: 7428 POPLAR AVE.

CITY: BALTO STATE: MD ZIP CODE: 21224

VIOLATION ADDRESS: SAME

CITY: BALTIMORE STATE: MARYLAND ZIP CODE:

DID UNLAWFULLY VIOLATE THE FOLLOWING BALTIMORE COUNTY LAWS:

RESIDENTIAL ZONE CLASSIFICATION

DR1 ☐ DR2 ☐ DR3.5 ☐ DR5.5 ☐ DR10.5 ☐ DR16

RC2(1A01) ☐ RC4(1A03) ☐ RC20 & 50 (1A05) ☐ RC6(1A07)
☐ RC3(1A02) ☐ RC5(1A04) ☐ RCC (1A06) ☐ RC7 (1A08)

OTHER: _____

NON-RESIDENTIAL CLASSIFICATION

BL (230) ☐ BR (236) BM (233)

☐ MR (240) ☐ ML (253) ☐ MH (256)

☐ OTHER: _____

BALTIMORE COUNTY ZONING REGULATIONS (B.C.Z.R.)

AUTHORITY TO ENFORCE ZONING REGULATIONS: 32-3-102; 32-3-602; 32-3-603; 32-4-114

- 101; 102.1: Definitions; general use
- 1B01.1: DR Zones-use regulations
- 428: License/ Remove all untagged/ inoperative or damaged/ disabled motor vehicle(s)
- 1B01.1D: Remove open dump/ junk yard
- 431: Remove commercial vehicle(s)
- 101; 102.1: Remove contractors equip. storage yard
- 101; 102.1; ZCPM: Cease service garage activities
- 402: Illegal conversion of dwelling
- 101; 102.1; ZCPM: Illegal home occupation
- ☐ 415A: License/ remove untagged recreation vehicle
- ☐ 415A: Improperly parked recreation vehicle
- ☐ 415A: One recreational vehicle per property
- ☐ 410: Illegal Class II trucking facility
- 400: Illegal accessory structure placement
- ☐ 1B02.1; 270; 421.1: Illegal kennel. Limit 3 dogs
- ☐ 102.5: Residential site line violation /obstruction
- ☐ 408B: Illegal rooming/ boarding house
- ☐ BCC: 32-3-102; 500.9 BCZR; ZCPM: Violation of commercial site plan and/or zoning order

BALTIMORE COUNTY CODE (B.C.C)

- 13-7-112: Cease all nuisance activity
- 13-7-115: County to abate nuisance & lien costs
- 13-7-310: Remove all trash & debris from property
- 13-7-312: Remove accumulations of debris, materials, etc
- 13-7-201(2): Cease stagnant pool water
- 12-3-106: Remove animal feces daily
- 35-5-208(a)(c): Seal exterior openings from rodents & pests
- 13-4-201(b)(d): Store garbage in containers w/tight lids
- ☐ 35-2-301: Obtain building/ fence/ sign permit
- ☐ 18-2-601: Remove all obstruction(s) at street, alley, road
- ☐ 13-7-310(2): Remove bird seed / other food for rats
- ☐ 32-3-102: Violation of development plan/ site plan
- IBC 115; BCBC 115: Remove/ Repair unsafe structure board and secure all openings to premise
- 13-7-401; 13-7-402; 13-7-403: Cut & remove all tall grass and weeds to three (3) inches in height

OWNER OCCUPIED HOUSING (B.C.C)

- 35-5-302(a)(1): Unsanitary conditions.
- 35-5-302(a)(3): Cease _____ infestation from prop.
- 35-5-302(b)(1)(2): Repair decorative trim, cornices, etc
- 35-5-302(b)(1)(4): Repair chimney & similar extentions
- 35-5-302(b)(1)(6): Repair defective door(s) / window(s)
- ☐ 35-5-302(a)(2): Store all garbage in trash cans
- ☐ 35-5-302(b)(1): Repair exterior structure
- ☐ 35-5-302(b)(1)(3): Repair exterior extentions
- ☐ 35-5-302(b)(1)(5): Repair metal/wood surfaces
- ☐ 35-5-302(b)(1)(7): Repair defective fence

INVESTMENT PROPERTY (B.C.C)

- 35-2-404(a)(1)(i): Remove hazardous or unsafe condition
- 35-2-404(a)(1)(iii): Repair roof or horizontal members
- 35-2-404(a)(1)(v): Repair ext. plaster or masonry
- 35-2-404(a)(1)(vii): Repair exterior construction (see below)
- 35-2-404(a)(1)(3): Repair /remove defective exterior sign(s)
- ☐ 35-2-404(a)(1)(ii): Repair ext. walls / vertical members
- ☐ 35-2-404(a)(1)(iv): Repair exterior chimney
- ☐ 35-2-404(a)(1)(vi) Waterproof walls/ roof /foundations
- ☐ 35-2-404(a)(1)(2): Remove trash, rubbish, & debris
- ☐ 35-2-404(a)(4)(i)(ii): Board & secure. Material to match building color of structure

OTHER VIOLATIONS OR REMARKS: ELIMINATE ONE OF THE DWELLING UNITS ON THE PROPERTY ON FILE FOR ALL APPROPRIATE PUBLIC HEARINGS. THE ONLY PERMITS FILED FOR IN BALTO COUNTY WERE PLUMBING / ELECTRICAL

☑ NOTICE POSTED AND MAILED

POTENTIAL FINE: ☑ $200 ☐ $500 ☐ $1000 per day, per violation and to be placed as a lien upon your tax bill.

COMPLIANCE DATE: 3/2/16 INSPECTOR NAME: Ed Reisig Sr

PRINT NAME (Rev 9/05)

AGENCY

DEPARTMENT OF PERMITS AND DEVELOPMENT MANAGEMENT
County Office Building, Room 119
111 West Chesapeake Avenue
Towson, Maryland 21204

BALTIMORE COUNTY, Plaintiff, vs. Elizabeth Bailey, Defendant

Citation 6-356 Violation Address 7428 Pipkin Ave Zip 21211

Violation Date 3/7/16 Issued Date 1/12/16 Expiration Date 1/30/16

Number of Citation Eg Creep

REQUEST FOR SERVICE

Please serve the attached process on the person shown

ORDER FOR SERVICE

You are hereby commanded to serve the attached process and to make your return promptly on this Order if served, and if you are unable to serve, you are to make your return on this Order and return the original process no later than the last day following the termination of the 90 days of the process

PROOF OF SERVICE

I HEREBY CERTIFY that

I mailed the other papers filed with it were served by restricted delivery mail return card attached

I served the other papers filed with it were served by personal delivery to _____
Individual or agent served

at _____ Zip _____ on _____ Date _____ Time _____ a.m./p.m.

Description of Person Served: Race _____ Sex M F Height _____ ft _____ in Wt _____ lbs

Age _____ yrs Other _____

Person's verification of citation acknowledgment from _____ on _____

Attempt to serve

Attempt _____ a.m./p.m. because _____ Initials

Attempt _____ a.m./p.m. because _____ Initials

Attempt _____ a.m./p.m. because _____ Initials

I affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge information and belief. I do further affirm that I am a competent person over 18 years of age and not a party to the case

Chesapeake Ave. Towson, MD 21204
Server's Address

410-887-3351
Telephone

Server's Name (Print)

Date

Server's Signature

Baltimore County
Department of Permits and
Development Management

Code Inspections and Enforcement
County Office Build
111 West Chesapeake Avenue
Towson, MD 21204

Code Enforcement: 410-887-3351
Building Inspection: 410-887-3953
Plumbing Inspection: 410-887-3620
Electrical Inspection: 410-887-3960

BALTIMORE COUNTY UNIFORM CODE ENFORCEMENT CITATION

SERVE ON RESIDENT AGENT, CORPORATE OFFICER, OWNER, TENANT, AS APPLICABLE

Citation/Case No.	Property No.	Zoning:
6-356	12-23-075-700	DR. 5.5

Name(s): Elizabeth Bailey

Address: 7428 Poplar Ave Balto Md 21224

Violation Location: Same

Violation Dates: 3/2/5 1/12/6

BALTIMORE COUNTY FORMALLY CHARGES THAT THE ABOVE-NAMED PERSON(S) DID UNLAWFULLY VIOLATE THE FOLLOWING BALTIMORE COUNTY LAWS OR REGULATIONS:

B.C.Z.R. 101 102.1 1B01-1A 402, 500.4 500.6

Failure to file for appropriate permits for illegal structure
Failure to cease a illegal structure @ 7428 Poplar Ave

Pursuant to Section 1-8, Baltimore County Code, a civil penalty has been assessed, as a result of the violation cited herein, in the amount indicated: $ 1000.00

A quasi-judicial hearing has been pre-scheduled in Room 116, 111 West Chesapeake Avenue, Towson, Maryland, for: Date: 3-7-06 Time: 9 AM

Citation must be served by: Date: 1/30/6

I do solemnly declare and affirm, under the penalty of perjury, that the contents stated above are true and correct to the best of my knowledge, information, and belief.

Print Name: E Cuero

1/12/6 Date — Inspector's Signature

SEE REVERSE SIDE FOR ADDITIONAL DETAILS AND INFORMATION

NOTICE OF INTENTION TO DEFEND

Print Name: Citation/Case No.: 6-356

Address:

Date — Defendant's Signature

AGENCY

J. NEIL LANZI, P.A.
ATTORNEY AT LAW
MERCANTILE BUILDING, SUITE 617
409 WASHINGTON AVENUE
TOWSON, MARYLAND 21204

(410) 296-0686

FAX: (410) 296-0689

E-Mail: lanzilaw@cs.com

J. Neil Lanzi

OF COUNSEL
Fred L. Coover*

*Also Admitted in District of Columbia

COLUMBIA
Suite 420, Parkside Bldg
10500 Little Patuxent Parkway
Columbia, Maryland 21044-3563

Reply to Towson

April 13, 2006

HAND-DELIVERED
Permits and Development Management
Code Inspection and Enforcement
County Office Building, Room 111
111 West Chesapeake Avenue
Towson, Maryland 21204
Attn: Rick Wisnom

Re: Citation/Case No. 6-356
7428 Poplar Avenue

Dear Mr. Wisnom:

This letter is in follow up to our meeting of April 7, 2006. I have now completed the "drop off filing" with Carl Richards for the Petition for Special Hearing for the above referenced property. Per our meeting, I am therefore requesting the code violation hearing presently set before you for Tuesday, April 25, 2006 be postponed until after the Special Hearing case has been decided by the Zoning Commissioner.

Thank you for your consideration.

Very truly yours,

J. Neil Lanzi

JNL\mal
cc: Elizabeth Bailey
James Thompson, Jr.
Ed Creed, Sr.

J. NEIL LANZI, P.A.
ATTORNEY AT LAW
MERCANTILE BUILDING, SUITE 617
409 WASHINGTON AVENUE
TOWSON, MARYLAND 21204

(410) 296-0686

FAX: (410) 296-0689

E-Mail: lanzilaw@cs.com

J. Neil Lanzi

OF COUNSEL
Fred L. Coover*

*Also Admitted in District of Columbia

COLUMBIA
Suite 420, Parkside Bldg
10500 Little Patuxent Parkway
Columbia, Maryland 21044-3563

Reply to Towson

January 31, 2006

Permits and Development Management
Code Inspection and Enforcement
County Office Building, Room 111
111 West Chesapeake Avenue
Towson, Maryland 21204
Attn: Rick Wisnom

Re: Citation/Case No. 06-0356
7428 Poplar Avenue

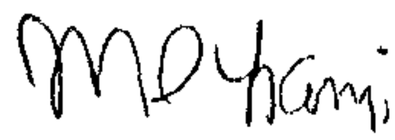
Dear Mr. Wisnom:

Please be advised that I have recently been retained by Elizabeth Bailey, owner of 7428 Poplar Avenue. This property is subject to a code enforcement citation with a hearing date of March 7, 2006 at 9:00 a.m. During the past week, I have met with the Office of Planning, Office of Zoning and with James Thompson of Code Enforcement. The purpose of this letter is first to advise your office of my client's intention to defend against this citation and second to request a postponement for the following reasons.

First, I had previously written to Ed Creed on January 20, 2006 advising him of my retention and also requesting a postponement. As I advised Mr. Creed, I am in the process of investigating the alleged violations and will be discussing these issues with a survey/engineering firm to determine the feasibility of pursuing this matter through the public zoning hearing process. In the alternative, my client is also exploring the feasibility of a minor subdivision. It is important to note that this citation is apparently the result of an anonymous complaint regarding two dwelling units on this property. Further, this property had two dwelling units in existence since the 1940s continuously through today.

Thank you for your consideration.

Very truly yours,



J. Neil Lanzi

JNL\mal
cc: Elizabeth Bailey
James Thompson, Jr.
Ed Creed, Sr.

Department of Permi and Development Manageme

Code Inspections and Enforcement
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204
pdmenforce@co.ba.md.us
pdminspect@co.ba.md.us

Baltimore County

James T. Smith, Jr., County Executive
Timothy M. Kotroco, Director

February 22, 2006

J. Neil Lanzi, P.A.
Mercantile Building
Suite 617
409 Washington Avenue
Towson, MD 21204

Re: Case No. 03-0356
7428 Poplar Avenue

Dear Mr. Lanzi:

Please be advised that a Code Enforcement Hearing has been rescheduled for Tuesday, April 25, 2006 at 9:00 a.m. in Room 116 of the County Office Building, 111 West Chesapeake Avenue, Towson, Maryland 21204. This Hearing is based on a civil citation issued with respect to certain violations concerning the above property. It is important that you appear for the hearing and state your side of the case. If you have any questions, please call Code Enforcement Inspector, Ed Creed at 410-887-3351.

Sincerely,

June A Fisher
Code Enforcement

C: Ed Creed: Code Enforcement Inspector
Elizabeth Bailey, Owner of 7428 Poplar Avenue

Printed on Recycled Paper

Department of Permits and Development Management

Code Inspections and Enforcement
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204
pdmenforce@co.ba.md.us
pdminspect@co.ba.md.us

Baltimore County

James T. Smith, Jr., County Executive
Timothy M. Kotroco, Director

March 22, 2006

Ms. Helen Bower
7415 Belmont Avenue
Baltimore MD 21224

Re: Case No.06-0356
7428 Poplar Avenue

Dear Ms. Bower:

Please be advised that a Code Enforcement Hearing has been scheduled for **Tuesday, April 25, 2006** at 9:00 a.m. in Room 116 of the County Office Building, 111 West Chesapeake Avenue, Towson, Maryland 21204. This Hearing is based on a civil citation issued with respect to certain violations concerning the above property. If you have any questions, please call Code Enforcement Inspector, Edward Creed at 410-887-3351.

Sincerely,

June A Fisher

June A Fisher
Code Enforcement

C: Edward Creed: Code Enforcement Inspector

Printed on Recycled Paper

BOTH ON 1 METER

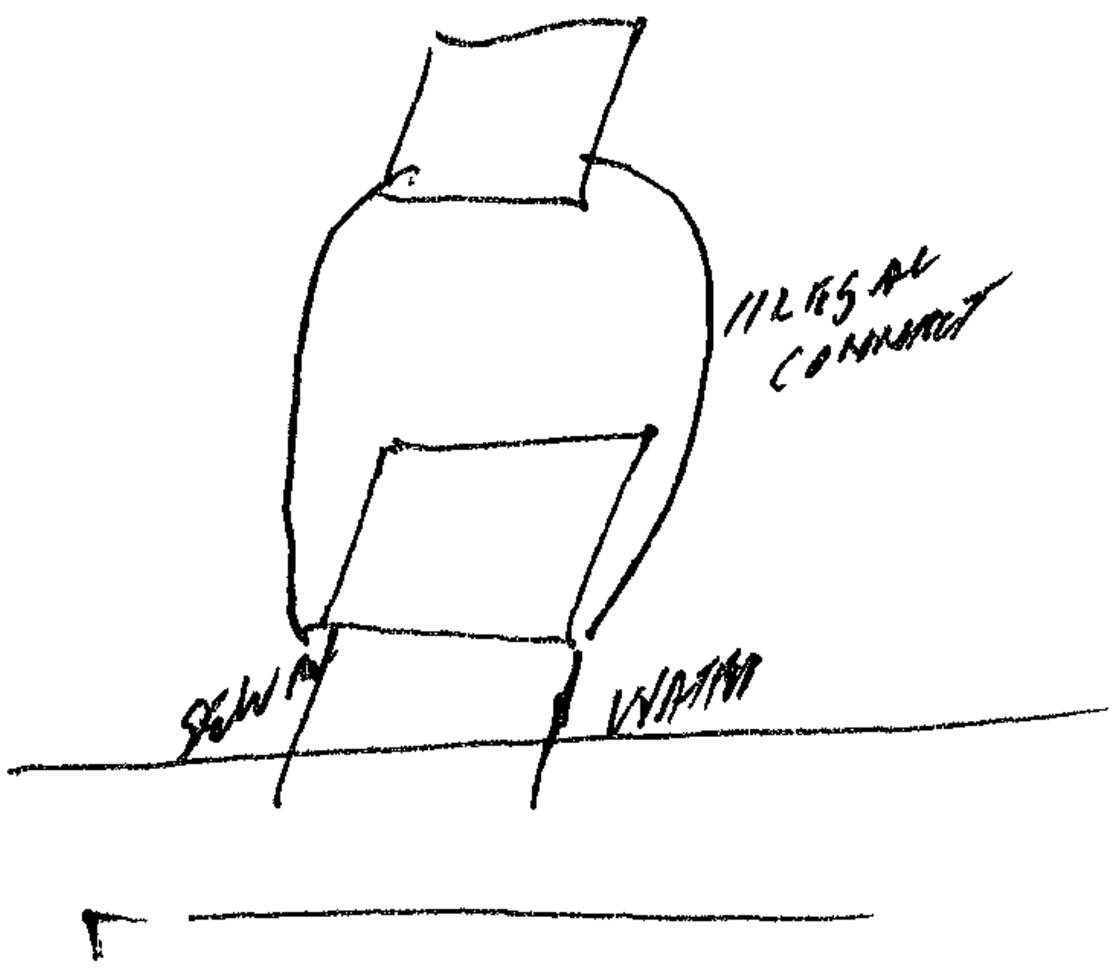
#2 H20 TO #1 H20 & PREMIX

1 5/8 IN CONNECTION COMING IN

SEWER 6 DIAMETER

ON BEING ONLY 1 PREMIX

FOR WATER AND SEW 65



DEC 2 1 1970

Remarks

Eff. 7-1965: (M/28881) New Construction - sewer.
Sewer serv. - new. 4/30/65.

Sewer Service Charge 1/2-23-075-780

No. Ex.	No. New	Fixtures		Units Ex.	Units New	Date	Permit	Charge
1		Lavatory	@ 1	1		3/16/65	C-14259	22.00
1		Bath Tub	@ 2	2				
1		Water Closet	@ 6	6				
1		Kitchen Sink	@ 1½	2				
		Shower Stall	@ 2					
1		Laundry Tub	@ 3	3				
							WATER SERVICE	
						Date		
5		Totals		14		App. No.		
J.O.		MH	to MH			X @ Sta.	Depth	
Connection In								
Depth @ Prop. Line							Lin. Ft.	
Notified					Connection Made			
Plumber								

BALTIMORE COUNTY METROPOLITAN DISTRICT

DEC 27 1979

Dist. No. 12

Assessor's No. 5258 | Sewer 7-1965 | Water 1-1950 | Service

Sewer Plat No. 62-1129 A-10 | Water Plat No. 49-336b | Plat Ref. 5/83

Street or Road NWS Poplar Avenue | Subdivision Eastern Hgts. | Blk. | Sect. C | Lot 22

House No. 7428 | Location 1007.2' SW of North Point Road | Vicinity

CLASSIFICATION	Sewer @ 60 e. Ft.	Am't.	Water @ 22 e. Ft.	Am't.	Date	Owner: Name and Address	Folio	Deed
Business					7/18/47	Louise C. Wooten	75780	1587/124
Subdivision			~~50~~	~~11.00~~	9/4/75	Wooten, Ira R. Jr. & Lois A.		5565-624
Small Acreage						1120 Poplar		
Agricultural						Road		
Remote Area #35	50	30.00				SPA		
W.O.C. %								
TOTALS								

Total Frontage: Deed 50 Ft. | Sewer Service Charge

Extinguished Ft. | ~~22.00~~ 2/20

Exempt Ft.

Assessable 50 Ft. | Water Service

LOAN NO. 01-01-04584

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii)

Initials: _____

View Cases

Case No: 06-0356

Address: 07428 POPLAR AVE 21224
Insp Area: 012 Dist: 000 Date Rcv: 1/12/2006 Grp: ENF Intk: SMS
Inspec: CREED Inspec2: Date Inspec: 3/05/2006
Close: 0/00/0000 Activity: Delete:

Problem: ILLEGAL STRUCTURE IN REAR

CL Name: KAMINKOW LINDA
CL Address: 07428 POPLAR AVE
21224
CL Home Phone: CL Work Phone: Tax Acct. 1223075780

Owner: ELIZABETH BAILEY, SAME

Enter=Continue F12=Cancel

E.O. erthus to Lt. Agent Asper
see Letter
J.T.

View Cases

Case No: 06-0356

Notes: ** SEVERAL YEARS OF VIOLATION ON THIS PROPERTY.**
**1/12/06 SEE 05-1446 FOR ALL PRIOR 2005 YEAR NOTES. HEARING BEING HELD ON 3/7/06. ISSUED NOTICE & CITATION. P/U 1/18/06 FOR SERVICE. EC/SS
**1/13/06 OWNER CAME INTO OFFICE TO VIEW CASE FILE. SPOKE W/GRACEANN ON ALL FACTS. SMS
1/18/06 ON DOCKET FOR 3/7/06 FILE TO E CREED /JF.
1/19/06, GREEN CARD RETURNED SIGNED, GAVE TO EC/CP
**1/18/06 WROTE A LETTER TO MS.BAILEY CONTENTS OF LETTER IN FILE. SEE THAT COMPL. ADDED TO FILE. REC'D GREEN CARD TO DEFEND. COMPL. UPDATED. P/U 3/5/06.
EC/SS

Enter=Continue F12=Cancel

J. NEIL LANZI, P.A.
ATTORNEY AT LAW
MERCANTILE BUILDING, SUITE 617
409 WASHINGTON AVENUE
TOWSON, MARYLAND 21204

(410) 296-0686

FAX: (410) 296-0689

E-Mail: lanzilaw@cs.com

J. Neil Lanzi

OF COUNSEL
Fred L. Coover*

*Also Admitted in District of Columbia

COLUMBIA
Suite 420, Parkside Bldg
10500 Little Patuxent Parkway
Columbia, Maryland 21044-3563

Reply to Towson

January 31, 2006

Permits and Development Management
Code Inspection and Enforcement
County Office Building, Room 111
111 West Chesapeake Avenue
Towson, Maryland 21204
Attn: Rick Wisnom

Re: Citation/Case No. 6-356
7428 Poplar Avenue

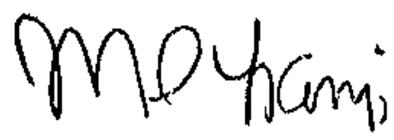
Dear Mr. Wisnom:

Please be advised that I have recently been retained by Elizabeth Bailey, owner of 7428 Poplar Avenue. This property is subject to a code enforcement citation with a hearing date of March 7, 2006 at 9:00 a.m. During the past week, I have met with the Office of Planning, Office of Zoning and with James Thompson of Code Enforcement. The purpose of this letter is first to advise your office of my client's intention to defend against this citation and second to request a postponement for the following reasons.

First, I had previously written to Ed Creed on January 20, 2006 advising him of my retention and also requesting a postponement. As I advised Mr. Creed, I am in the process of investigating the alleged violations and will be discussing these issues with a survey/engineering firm to determine the feasibility of pursuing this matter through the public zoning hearing process. In the alternative, my client is also exploring the feasibility of a minor subdivision. It is important to note that this citation is apparently the result of an anonymous complaint regarding two dwelling units on this property. Further, this property had two dwelling units in existence since the 1940s continuously through today.

Thank you for your consideration.

Very truly yours,



J. Neil Lanzi

JNL\mal
cc: Elizabeth Bailey
James Thompson, Jr.
Ed Creed, Sr.

J. NEIL LANZI, P.A.
ATTORNEY AT LAW
MERCANTILE BUILDING, SUITE 617
409 WASHINGTON AVENUE
TOWSON, MARYLAND 21204

(410) 296-0686

FAX: (410) 296-0689

E-Mail: lanzilaw@cs.com

J. Neil Lanzi

OF COUNSEL
Fred L. Coover*

*Also Admitted in District of Columbia

COLUMBIA
Suite 420, Parkside Bldg
10500 Little Patuxent Parkway
Columbia, Maryland 21044-3563

Reply to Towson

January 20, 2006

Permits and Development Management
Code Inspection and Enforcement
County Office Building, Room 213
111 West Chesapeake Avenue
Towson, Maryland 21204
Attn: Ed Creed, Sr.

Re: Case No. 6-350
7428 Poplar Avenue

Dear Mr. Creed:

Please be advised that I have recently been retained by the owner of 7428 Poplar Avenue, Elizabeth Bailey. I am in the process of investigating the alleged violations and will be discussing these issues with a survey firm prior to filing for appropriate zoning relief.

Accordingly, I would respectfully request the zoning hearing presently scheduled for March 7, 2006 be postponed. I will contact you within thirty days to advise you of Ms. Bailey's intentions with regard to the appropriate zoning petitions.

Thank you for your anticipated cooperation.

Very truly yours,

J. Neil Lanzi

JNL\mal
cc: Elizabeth Bailey
James Thompson, Jr.

JAN 23 2006
06-131

UPDATE/MESSAGE FORM

Date: 3/13/6

Time: 9 AM

Inspector: CREED

Case No: 6-0356

Address: 7428 POPLAR AVE

Comments: EX. GRANTED UNTIL APRIL 25/06 / MS BAILEY WILL TRY FOR A MINOR SUBDIVISION / OR A PUBLIC HEARING P/O APRIL 21/06

Coc Enforcement - Daily Works

Inspector - CREED

rea	Case #	Location	Apt	Zip	Date Rec	Reinsp Dt
12	06-0356	7428 POPLAR AVE		21224	1/12/2006	1/18/2006

ax Acct #: 1223075780

wner: ELIZABETH BAILEY, SAME

RETURN TO INSPECTOR

Complainant Name: (Last) ANON (First)
Addr:
Str # Dir Street Name Type Apt
City ST Zip
Phone: (Home) (Work)

Problem: ILLEGAL STRUCTURE IN REAR

01106
ENTERED IN AS400
BY: SMS

Notes:

** SEVERAL YEARS OF VIOLATION ON THIS PROPERTY.**
**1/12/06 SEE 05-1446 FOR ALL PRIOR 2005 YEAR NO TES. HEARING BEING HELD ON 3/7/06. ISSUED NOTICE & CITATION. P/U 1/18/06 FOR SERVICE. EC/SS **1/13/0 6 OWNER CAME INTO OFFICE TO VIEW CASE FILE. SPOKE W/GRACEANN ON ALL FACTS. SMS
1/18/06 ON DOCKET FOR 3/7 /06 FILE TO E CREED /JF.

BEL 1/18/6 WROTE A LETTER TO MS BAILEY CONTENTS OF LETTER IN THE FILE SEE THAT COMPLIANCE ADDED TO FILE LINDA KAMINKOW 7428 POPLAR AVE BEC. GREENGRO INTENT TO DEFEND

J ate 2/5/6		Closed Date		Gary F to update	
onymous mplaint	Complainant Updated +	Updated by voice message	Unable to update	Update not necessary	
ecutive office mplaint	Yes	No	If Yes is Executive memo attached?	Yes	No

Department of Permits and Development Management

Code Inspections and Enforcement
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204
pdmenforce@co.ba.md.us
pdminspect@co.ba.md.us

Baltimore County

James T. Smith, Jr., County Executive
Timothy M. Kotroco, Director

January 17, 2006

Ms. Elizabeth Bailey
7428 Poplar Avenue
Baltimore, Md. 21224

Re: Case No. 06-0356, 7428 Poplar Avenue

Dear Ms. Bailey:

This is to advise you that you should complete the bottom portion of your citation within 15 days to indicate a notice of intention to defend regarding the above referenced case. Any concerns or questions you may have regarding this issue should be addressed to Mr. Ed Creed. I can be reached at 410-887-8099 or leave a message on my voice mail and I will return your call. This is also to make you aware per our conversation that an additional 4900 square feet is needed to reach the 12, 000 square feet needed for the unit in the rear of 7428 Poplar Avenue.

Sincerely,

Ed Creed
Code Inspections and
Enforcement Inspector

UPDATE/MESSAGE FORM

RETURN TO INSPECTOR

Date: 1/16/6

Time: 8 AM

Inspector: CREED

Case No: 6-0356-05-1446

Address: 7428 POPLAR AVE

Comments: LETTER SENT TO MS BAILEY INFORMING HER TO FILE A LETTER TO DEFEND CITATION # 6-0356, WITHIN 15 DAYS OF THE DATE ON CITATION, ALSO SHE WILL BE ADVISED TO KEEP INSPECTOR CREED UP-DATED ON HER PROGRESS, MS BAILEY NEEDS TO ADDITION ANOTHER 4900 SQ FT, TO REACH THE 12000 SQ FT NEEDED FOR THE UNIT IN THE REAR P/U 3-6-7

UPDATE/MESSAGE FORM

Date: 1/13/06

Time: 1:11 PM

Inspector: J. Radcliffe

Case No: 06-0356

Address: 7428 Poplar Ave.

Comments: Ms. Bailey CAME IN AND I Advised her to go to Zoing AND get paperwork for Special Hearing. I advised her to move forward quickly so she'll have A hearing date at the time of Her Code Enforcement Hearing. I told her to stay in touch with GRACE ANN OR our office with her progress of filing. Keep same pty.
THE OWNER OF THE CITATION SHOULD BE UP-DATE AS WELL SINCE HE WILL BE AT THE HEARINGS

coming

PDLV0102F Permits & Development - Livability System

View Cases

Case No: 06-0356

Address: 07428 POPLAR AVE 21224

Insp Area: 012 Dist: 000 Date Rcv: 1/12/2006 Grp: ENF Intk: SMS

Inspec: CREED Inspec2: Date Inspec: 1/18/2006

Close: 0/00/0000 Activity: Delete:

Problem: ILLEGAL STRUCTURE IN REAR

CL Name:

CL Address: 00000

CL Home Phone: CL Work Phone: Tax Acct. 1223075780

Owner: ELIZABETH BAILEY

Enter=Continue F12=Cancel

Case No: 06-0356

Notes: 1/12/06 SEE 05-1446 FOR ALL PRIOR 2005 YEAR NOTES. HEARING BEING HELD O N 3/7/06. ISSUED NOTICE & CITATION. P/U 1/18/06 FOR SERVICE. EC/SS

Enter=Continue F12=Cancel

PDLV0104F Permits & Development - Livability System

View Cases

Case No: 05-1446

Notes: M \WHILE. W/OUT EVIDENCE THAT ITS PLACEMENT THERE LORLESS THEN 3 YEARS. I CAN;T PROCEED. A RECORDS CHECK OF PREVIOS ZONING VIOLATION CASES SHOWED NO HEARING. CLOSE. ANON. DP/SS 4/28/05 ANON CALL STILL 2 CV'S PARKED FRONT OF HOUSE, SHED BEEN THEIR APPOX. 1 YR. HOUSE IN BACK WAS GARAGE CONVERTED INTO HOUSE. HOUSE IN FRONT THEIR FIRST. MOLD IN HOUSE 5/11/05MR/SS *
**5/23/05, COMM VEHS PARKED ON STREET/A POLICE ISSUE, DO NOT TALK TO COMPL U
NTIL HE/SHE IDENTIFIES THEMSELVES & STATES WILLING TO TESTIFY AS TO ANY S
ITUATION, I RECALLED ORIGINAL IDENTIFIED COMPL #/DISCONNECTED, CLOSE, DP/CP***

Enter=Continue F12=Cancel

PDLV0102F Permits & Development - Livability System

View Cases

Case No: 05-1446

Address: 07428 POPLAR AVE 21224

Insp Area: 003 Dist: 000 Date Rcv: 3/01/2005 Grp: ENF Intk: LMH

Inspec: PROPALIS Inspec2: Date Inspec: 5/11/2005

Close: 5/23/2005 Activity: Delete: X

Problem: MOLD

CL Name: KAMINKOW LINDA

CL Address: 07428 POPLAR AVE

BALTIMORE MD 21224

CL Home Phone: 410-385-8942 CL Work Phone: Tax Acct. 1223075780

Owner: ELIZABETH BAILEY

Enter=Continue F12=Cancel

Ob.R:65

OWNER INFORMATION

M.D.A.T. REAL PROPERTY SYSTEM
BALTIMORE COUNTY

03/13/2006

DISTRICT: 12 ACCT NO: 1223075780

USE: RESIDENTIAL

OWNER NAME: BAILEY ELIZABETH J

PRINCIPAL RESIDENCE YES

MAILING ADDRESS: 7428 POPLAR AVE
BALTIMORE MD 21224-3229

TRANSFERRED FROM: SPANN WILLIAM J

DATE: 01/23/2002 PRICE: $119,000

DEED REFERENCE: 1) /16010/ 249
2)

SPECIAL TAX RECAPTURE

* NONE *

TAX EXEMPT: NO

PRESS: <F1> LOCATION INFO <F2> VALUE INFO <F3> TRANSFER/STRUCTURE INFO
<F6> SELECT NEXT PROPERTY

LOCATION INFORMATION

M.D.A.T. REAL PROPERTY SYSTEM
BALTIMORE COUNTY

03/13/2006

DISTRICT: 12 ACCT NO: 1223075780
NAME: BAILEY ELIZABETH J

USE: RESIDENTIAL

PREMISES ADDRESS
7428 POPLAR AVE

LEGAL DESCRIPTION

7428-7428B POPLAR AVE
EASTERN HEIGHTS

MAP	GRID	PARCEL	SUBDIV	SECT	BLOCK	LOT	ASSESSMENT AREA
96	22	204				22	3

PLAT NO :
PLAT REF: 5/ 83

SPECIAL TAX AREAS -

PRIMARY STRUCTURE DATA		PROPERTY LAND AREA	COUNTY USE
YEAR BUILT	ENCLOSED AREA	7,500.00 SF	04
1964	1,476 SF		

PRESS: <F1> OWNER INFO <F2> VALUE INFO <F3> TRANSFER/STRUCTURE INFO
<F6> SELECT NEXT PROPERTY

VALUE INFORMATION

M.D.A.T. REAL PROPERTY SYSTEM
BALTIMORE COUNTY

03/13/2006

DISTRICT: 12 ACCT NO: 1223075780
NAME: BAILEY ELIZABETH J

USE: RESIDENTIAL

	BASE VALUE	VALUE AS OF 01/01/2006	PHASE-IN ASSESSMENTS AS OF 07/01/2005	AS OF 07/01/2006
LAND :	25,500	55,500		
IMPTS :	114,150	154,420		
TOTAL :	139,650	209,920	139,650	163,073
PREF LAND:	0	0	0	0

PARTIAL EXEMPT ASSESSMENTS

	CLASS	07/01/2005	07/01/2006
COUNTY	000	0	0
STATE	000	0	0
MUNICIPAL	000	0	0

PRESS: <F1> OWNER INFO <F2> LOCATION INFO <F3> TRANSFER/STRUCTURE INFO
<F6> SELECT NEXT PROPERTY

M.D.A.T. REAL PROPERTY SYSTEM 03/13/2006
TRANSFER INFORMATION BALTIMORE COUNTY

DISTRICT: 12 ACCT NO: 1223075780
NAME: BAILEY ELIZABETH J USE: RESIDENTIAL

FROM: SPANN WILLIAM J DATE: 01/23/2002 PRICE: $119,000
TYPE: NOT ARMS-LENGTH DEED 1: /16010/ 249 2:

FROM: ROWELL CHARLOTTE G DATE: 09/16/1987 PRICE: $94,000
TYPE: IMPROVED ARMS-LENGTH DEED 1: / 7671/ 142 2:

PRIMARY STRUCTURE DATA	YEAR BUILT	ENCLOSED AREA
	1964	1,476 SF

STORIES	BASEMENT	TYPE	EXTERIOR
1 1/2	YES	STANDARD UNIT	STUCCO

PRESS: <F1> OWNER INFO <F2> LOCATION INFO <F3> VALUE INFO
<F6> SELECT NEXT PROPERTY

UPDATE/MESSAGE FORM

Date: 3/8/6

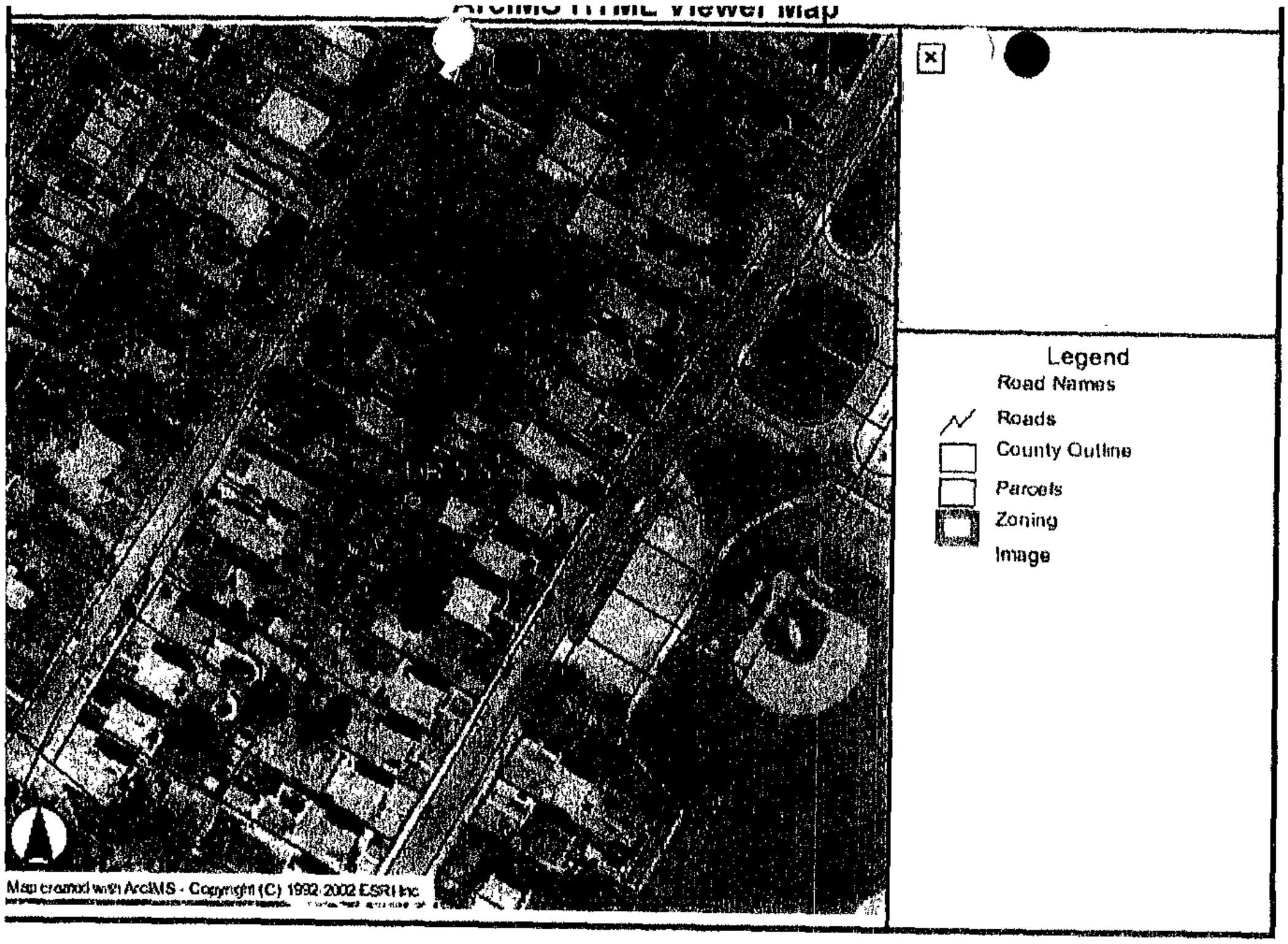
Time: 9 pm

Inspector: REED

Case No: 6-356

Address: 7428 E Pelham Ave.

Comments: Spoke To Complainant
She and another people will
Be at the Hearing also
Spoke To Carl Fierros minor
Sub does not meet County Codes
for Dwelling areas 10,000 sq ft.
or 12000° for Some Areas
Depending on what chart you
use Photos in the file



410 848 6620
Dave Johnson

DATE: 03/09/2006 STANDARD ASSESSMENT INQUIRY
TIME: 08:52:49

PROPERTY NO.	DIST	GROUP	CLASS	OCC.	HISTORIC	DEL	LOAD DATE
12 23 075780	12	3-0	04-00	D	NO		01/04/06

BAILEY ELIZABETH J

DESC-1.. IMPS
DESC-2.. EASTERN HEIGHTS
PREMISE. 07428 POPLAR AVE

7428 POPLAR AVE

00000-0000

BALTIMORE MD 21224-3229 FORMER OWNER: SPANN WILLIAM J

	FCV PRIOR	FCV PROPOSED		PHASED IN CURR FCV	CURR ASSESS	PRIOR ASSESS
LAND:	25,500	55,500				
IMPV:	114,150	154,420	TOTAL..	163,073	163,073	139,650
TOTL:	139,650	209,920	PREF...	0	0	0
PREF:	0	0	CURT...	116,273	116,273	95,510
CURT:	95,510	157,800	EXEMPT.		0	0
DATE:	09/02	09/05				

TAXABLE BASIS		FM DATE
ASSESS:	163,073	11/10/05
ASSESS:	139,650	
ASSESS:	0	

ENTER-INQUIRY2 PA1-PRINT PF4-MENU PF5-QUIT PF7-CROSS REF

DATE: 03/09/2006 STANDARD ASSESSMENT INQU 2)
TIME: 08:52:56

PROPERTY NO.	DIST	GROUP	CLASS	OCC.	HISTORIC	DEL	LOAD DATE
12 23 075780	12	3-0	04-00	D	NO		01/04/06

LOT.... 22 BOOK.... 0005 MAP..... 0096 LOT WIDTH..... 50.00
BLOCK.. FOLIO... 0083 GRID.... 0022 LOT DEPTH..... 100.00
SECTION.. PARCEL.. 0204 LAND AREA.. 7500.000 S
PLAT.. YEAR BUILT..... 64

----------TRANSFER DATA--------

NUMBER..... 226046
DATE..... 01/23/02
PURCHASE PRICE..... 119,000
GROUND RENT..... 0
DEED REF LIBER..... 16010
DEED REF FOLIO..... 0249
CONVEYED IND..... 9
TOT-PART TRAN IND..... T
GRANTOR ACCT NO.. 12-23-075780

----------EXEMPT DATA----------

STATUS.....
CLASS CODE..... 000
STATE EXEMPT CODE..... 000
COUNTY EXEMPT CODE..... 000
CURR STATE EX ASMT.... 0
PRIOR STATE EX ASMT... 0
CURR COUNTY EX ASMT... 0
PRIOR COUNTY EX ASMT.. 0

CRITICAL AREAS CODE	NEW CONST YEAR	CARD NO
		01606

------STRUCTURE-----

CODE	SQ. FEET
	1476

ENTER-INQUIRY3 PA1-PRINT PF2-INQUIRY1 PF4-MENU PF5-QUIT PF7-CROSS REF

DATE: 03/09/2006 STANDARD ASSESSMENT INQU1 3)
TIME: 08:53:02

PROPERTY NO.	DIST	GROUP	CLASS	OCC.	HISTORIC	DEL	LOAD DATE
12 23 075780	12	3-0	04-00	D	NO		01/04/06

----------STATE----------
REC CREATE DATE.. 10/23/92
DELETE CODE..... M
DATE DELETED.....
LAST FM DATE..... 11/10/05
LAST FM TYPE..... C
PREV FM DATE.....
PREV FM TYPE.....
---------- COUNTY ----------
LAST LOAD DATE... 01/04/06
PRIOR LOAD DATE.. 11/04/05

GEO CODE	N/A	LAND-USE
82	NO	R

STATE TAXABLE ASSESS
ASSESS: 163,073
ASSESS: 139,650
ASSESS: 0

ENTER-INQUIRY1 PA1-PRINT PF2-INQUIRY2 PF4-MENU PF5-QUIT PF7-CROSS REF

PLEASE PRINT CLEARLY

CASE NAME_____
CASE NUMBER_____
DATE_____

CITIZEN'S SIGN-IN SHEET

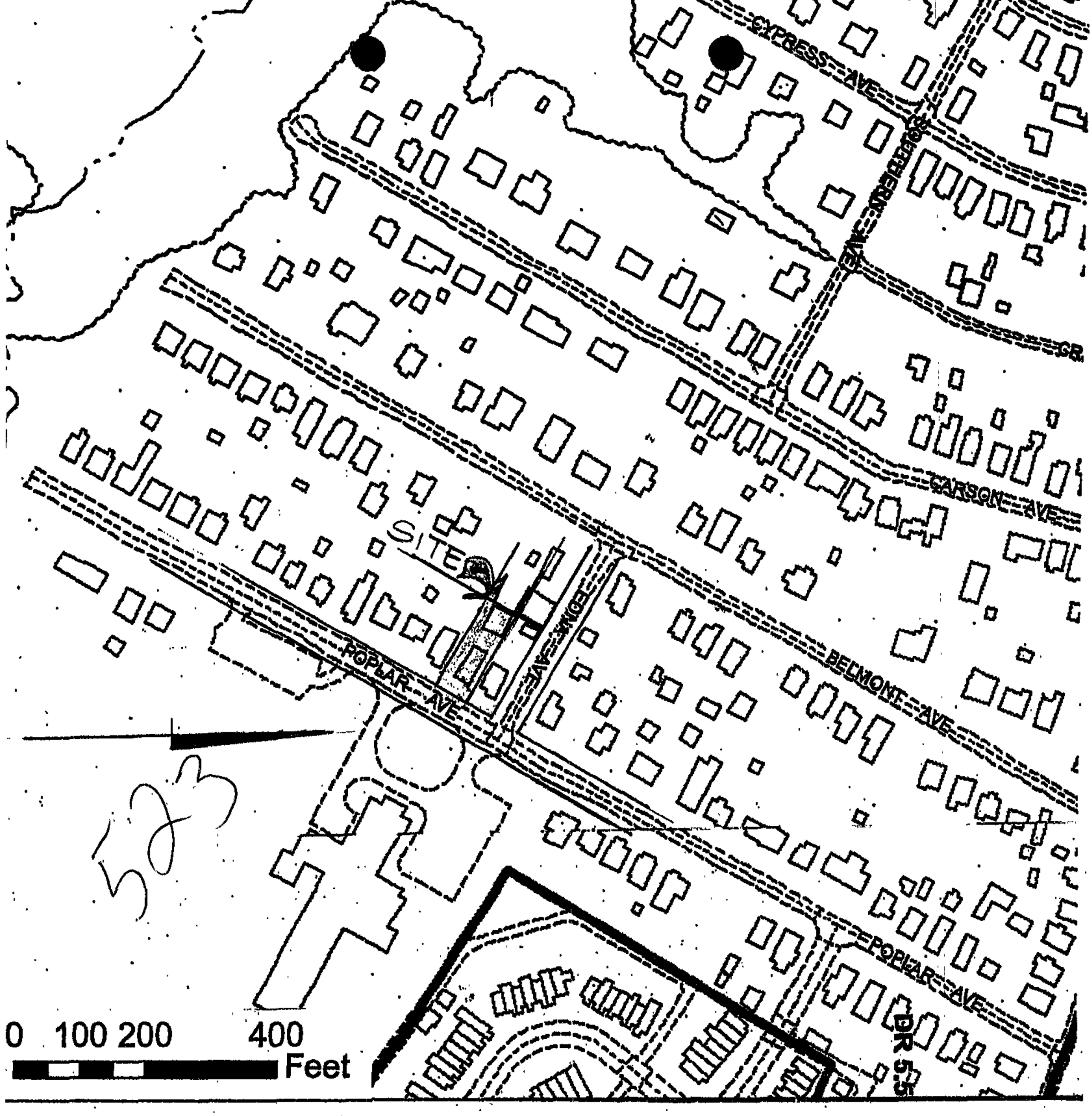
NAME	ADDRESS	CITY, STATE, ZIP	E- MAIL
*Mary Rexroad	7430 Poplar Ave	BALTO MD 21224	
*Ruth Rexroad	7430 Poplar Ave.	Balto MD 21224	
HELEN BOWER	7415 BELMONT AVE	BALTO MD 21224	
Tom Gattens	7407 Poplar Ave	Balto MD 21224	

PLEASE PRINT CLEARLY

CASE NAME_____
CASE NUMBER_____
DATE_____

PETITIONER'S SIGN-IN SHEET

NAME	ADDRESS	CITY, STATE, ZIP	E- MAIL
Elizabeth Bailey	7428 Poplar Ave	Baltimore Md 21224	
DOLORES HICKS	7426 POPLAR AVE	BALTIMORE, MD. 21224	
DONALD E. HICKS, P.E.	HICKS ENG. ASSOC. INC 200 E. JOPPA RD	BALTIMORE, MD 21286	
Neil Lanzi Esq			



Baltimore County
Office of Planning and Zoning
Official Zoning Map

096B2	096C2	097A2	097B2
096B3	096C3	097A3	097B3
103B1	103C1	104A1	104B1

WITNESS:

William J. Spann

STATE OF Maryland, CITY/COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY that on this 28th day of December, 2001, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared William J. Spann, known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained, and in my presence signed and sealed the same.

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

Notary Public

My Commission Expires: 5/1/04

This is to certify that the within instrument was prepared by or under the supervision of an attorney duly admitted to practice law in the State of Maryland or by one of the parties to the instrument.

Robert A. McFarland, PA

PREPARATION CERTIFICATION

I hereby certify that the within instrument was prepared by me, or under my supervision, or has been reviewed for legal sufficiency by me, and I have been duly admitted to practice law before the Court of Appeals for the State of Maryland.

Robert McFarland, Esquire

FIRST TIME MARYLAND HOMEBUYER AND OWNER OCCUPANCY AFFIDAVIT
(to be attached to Deed)

Each of the undersigned states under oath that this affidavit is made under penalties of perjury and that the contents of this document are true to the best of the knowledge, information and belief of the affiant.

1. Each of the undersigned is a Grantee of residentially improved real property being known and designated as 7428 & 7428B Poplar Avenue, Baltimore, MD 21224.

2. Each of the undersigned is:

a. a first-time Maryland home buyer, defined as an individual who has never owned in the State of Maryland residential real property that has been the individual's principal place of residence, who will occupy the property as Grantee's principal residence; or

b. a co-maker ~~or guarantor of the purchase money mortgage or purchase money deed~~ of trust on the property ~~who will not occupy the property as Grantee's principal residence~~.

Elizabeth Bailey
Elizabeth J. Bailey

Subscribed and sworn to before me on the 25th day of December, 2001

Notary Public

My Commission Expires: 5/11/02

00160 10-253

State of Maryland Land Instrument Intake Sheet

[ ] Baltimore City [X] County: Baltimore County

Information provided is for use of the Clerk's Office, State Department of Assessments and Taxation and County Finance Office only.

(Type or Print In Black Ink Only--All Copies Must Be Legible)

IMP FD SURE $	5.00
RECORDING FEE	20.00
TR TAX STATE	297.50
TOTAL	322.50
Regl BA02	Rcpt # 91066
SM CR	Blk # 4242
Jan 23, 2002	02:54 PM

1 Type(s) of Instruments Initial: Date 1-18-02 — [ ] Check Box if Addendum Intake Form is Attached

[X] Deed	[ ] Mortgage	[ ] Other	[ ] Other
[ ] Deed of Trust	[ ] Lease		

2 Conveyance Type Check Box

[X] Improved Sale Arms-Length[1]	[ ] Unimproved Sale Arms-Length[2]	[ ] Multiple Accounts Arms-Length[3]	[ ] Not an Arms-Length Sale[9]

3 Tax Exempt (If Applicable) Cite or Explain Authority

Recordation:
State Transfer:
County Transfer:

4 Consideration And Tax Calculations

Consideration Amount		Finance Office Use Only — Transfer and Recordation Tax Consideration	
Purchase Price/Consideration	$ 119,000.00	Transfer Tax Consideration	$
Any New Mortgage	$ 101,600.00	X ( )% =	$
Balance of Existing Mortgage	$	Less Exemption Amount	$
Other:	$	Total Transfer Tax =	$
Other:	$	Recordation Tax Consideration	$
		X ( ) per $500 =	$
Full Cash Value	$	TOTAL DUE	$

5 Fees

Amount of Fees	Doc. 1	Doc. 2	
Recording Charge	$ 20.00	$ 20.00	Agent:
Surcharge	$ 5.00	$ 5.00	Tax Bill:
State Recordation Tax	$ 595.00	$ 0	
State Transfer Tax	$ 297.50	$ 0	C.B. Credit:
County Transfer Tax	$ 1,455.00	$ 0	
Other	$ 0	$	Ag. Tax/Other:
Total Fees	$ 2,372.50	$ 25.00	

6 Description of Property

SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No.(1)	Grantor Liber/Folio	Map	Parcel No.	Var.LOG (5)
12	12-23-075780	7671/142			

Subdivision Name	Lot(3a)	Block(3b)	Sect/AR(3c)	Plat Ref.	Sq.Ft./Acreage(4)
Eastern Heights	22		C	5/83	

Location/Address of Property Being Conveyed (2)
7428 & 7428B Poplar Avenue, Baltimore, MD 21224

Other Property Identifiers (If applicable) | Water Meter Account No.

Residential [X] or Non-Residential [ ] | Fee Simple [X] or Ground Rent [ ] Amount: 25

Partial Conveyance? [ ] Yes [X] No | Description/Amt. of SqFt/Acreage Transferred: 297.50

If Partial Conveyance, List Improvements Conveyed:

7 Transferred From

Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)
William J. Spann	Elizabeth J. Bailey
Doc. 1 - Owner(s) of Record, if different from Grantor(s)	Doc. 2 - Owner(s) of Record, if Different from Grantor(s)

8 Transferred To

Doc. 1 - Grantee(s) Name(s)	Doc. 2 - Grantee(s) Name(s)
Elizabeth J. Bailey	Ronald D. Jasion and Ronald E. Jasion, Trustees

New Owner's (Grantee) Mailing Address
7428 & 7428B Polpar Avenue, Baltimore, MD 21224

9 Other Names to Be Indexed

Doc. 1 - Additional Names to be Indexed (Optional)	Doc. 2 - Additional Names to be Indexed (Optional)

10 Contact/Mail Information

Instrument Submitted By or Contact Person
Name: Nancy Francis/Janice Brophy
Firm: Community Settlement Group, LLC
Address: 201 W. Padonia Road, Suite 403
Timonium, MD 21093
Phone: 410-308-0515

[X] Return to Contact Person
[ ] Hold for Pickup
[ ] Return Address Provided

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Assessment Information

[X] Yes [ ] No Will the property being conveyed be the grantee's principal residence?
[ ] Yes [X] No Does transfer include personal property? If yes, identify: _____
[X] Yes [ ] No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only - Do Not Write Below This Line

[ ] Formal Verification [ ] Agricultural Verification [ ] Whole [ ] Part [ ] Tran. Process Verification

Transfer Number	Date Received	Deed Reference 1	2	Assigned Property No.			
Yard				Geo.	Map	Sub	Block
Land				Zoning	Grid	Plat	Lot
Buildings				Use	Parcel	Section	Occ.Cd.
Total				Town Cd.	Ex. St	Ex. Cd.	

DUPLICATE PAID RECEIPT
CAPITAL TRANSACTION
TOTAL TIME
01/23/2002 11:39:27
KMCM KXM DRAWER 4
DELN
CONSIDERATION TAXES
0780
TOTAL 2,050.00
.00 CA
Baltimore County, Maryland

50

2002

Return To:

SAINT CASIMIRS SAVING BANK

2703 FOSTER AVENUE
BALTIMORE, MARYLAND 1224

Prepared By:

SAINT CASIMIRS SAVING BANK

2703 FOSTER AVENUE
BALTIMORE, MARYLAND 1224

[illegible] Group, LLC
[illegible] Padonia Rd Suite 403
[illegible] MD 21093
410 308-0515

[Space Above This Line For Recording Data]

PLAT [illegible]
DEED OF TRUST

LOAN NO. 01-03 04584

IMP FD SURE $	5.00
RECORDING FEE	20.00
TOTAL	25.00
Reg# BA02	Rcpt # 91066
SM CR	Blk # 4243
Jan 23, 2002	02:54 PM

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated DECEMBER 28, 2001, together with all Riders to this document.
(B) "Borrower" is
ELIZABETH J. BAILEY

Borrower is the trustor under this Security Instrument.
(C) "Lender" is SAINT CASIMIRS SAVINGS BANK.

Lender is a [illegible] MARYLAND CORPORATION organized and existing under the laws of [illegible] MARYLAND.

01 CIRCUIT COURT (Land Records) [illegible] 62 [illegible] 10

LOAN NO. 01-01-04584

Lender's address is 2703 FOREST AVENUE
BALTIMORE, MARYLAND 21
Lender is the beneficiary under this Security Instrument.
(D) "Trustee" is RONALD D. CASTLE AND NATIONAL ASSOCIATION
ST. CASIMIR'S SAVINGS BANK
(E) "Note" means the promissory note signed by Borrower and dated DECEMBER 28, 2001
The Note states that Borrower owes Lender
ONE HUNDRED ONE THOUSAND AND HUNDRED 00/100 Dollars
(U.S. $ 101,600.00), plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than JANUARY 1, 2032.
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]

[ ] Adjustable Rate Rider [ ] Condominium Rider [ ] 1-4 Family Rider
[ ] Balloon Rider [ ] Planned Unit Development Rider [ ] Biweekly Payment Rider
[ ] V.A. Rider [ ] Biweekly Rider [ ] Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard

In CIRCUIT COURT (Rec 13)

LOAN NO. 01-01-04584

to a "federally related mortgage lo[illegible] even [illegible] Lo[illegible] does no[illegible] "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Bor[illegible]ver" me[illegible] any p[illegible] that [illegible] to the Property, whether or not that party has assumed Borrow[illegible] obligi[illegible] and [illegible] Note [illegible] Security Instrument.

TRANSFER OF RIGHTS IN THE [illegible]ROPER[illegible]

This Security Instrument secures to [illegible]nder: (i) [illegible] repa[illegible]ent of [illegible] all renewals, extensions and modifications of the Note; and (ii) [illegible] perf[illegible] [illegible]ance of [illegible]rrowe[illegible] and agreements under this Security Instrument and the Note. For th[illegible] [illegible]rpo[illegible] Borro[illegible] [illegible]ly grants and conveys to Trustee, in trust, with powe[illegible] of sal[illegible] the [illegible]owing [illegible] property located in the COUNTY of [illegible]ALT[illegible] [illegible] COUNTY :

[Type of Recording Jurisdic[illegible]] [illegible] [illegible]ding Jurisdiction]

See attached Exhibit "A".

Property Better Known as: 7428 Popl[illegible] Avenue [illegible] 428 [illegible] Poplar Avenue, Baltimore, Maryland 21224

Parcel ID Number: [illegible] [illegible]urrently has the address of

7428 POPLAR AVENUE [illegible] 428 PO[illegible]R [illegible] [Street]

BALTIMORE [illegible] 21224 [Zip Code]

("Property Address"):

TOGETHER WITH all the [illegible]prove[illegible] [illegible] no[illegible] her[illegible] [illegible] on the property, and all easements, appurtenances, and fix[illegible]s now [illegible]ere[illegible] a pa[illegible] the [illegible]erty. All replacements and additions shall also be covered by [illegible]s Se[illegible] Instr[illegible]ent. A[illegible] [illegible]oing is referred to in this Security Instrument as the "Propert[illegible]

BORROWER COVENANTS [illegible]t Borro[illegible] is law[illegible]ly se[illegible] [illegible] hereby conveyed and has the right to grant and convey the P[illegible]erty an[illegible] [illegible] the [illegible]erty [illegible]d, except for encumbrances of record. Borrower warrants and [illegible]l defe[illegible] [illegible]ne[illegible] the [illegible] [illegible]perty against all claims and demands, subject to any encumbra[illegible] of rec[illegible]

THIS SECURITY INSTRUM[illegible] [illegible] [illegible] [illegible]ional use and non-uniform covenants with limited variations [illegible] [illegible]risdi[illegible] [illegible] [illegible]te [illegible] [illegible] instrument covering real property.

UNIFORM COVENANTS. B[illegible]rower a[illegible] [illegible]ider [illegible] [illegible]chan[illegible] [illegible] follows:

1. Payment of Principal, I[illegible]erest, [illegible] [illegible]ow [illegible] Pre[illegible] [illegible]ge[illegible]arges, and Late Charges. Borrower shall pay when due the [illegible]ncipal [illegible] [illegible]d in[illegible]t on [illegible] [illegible]enced by the Note and any prepayment charges and late charg[illegible] [illegible] [illegible] [illegible] pay funds for Escrow Items pursuant to Section 3. Payments d[illegible] under [illegible] [illegible]ote [illegible] this [illegible] [illegible]ment shall be made in U.S.

DA CIRCUIT CO[illegible]

LOAN NO. 01-01-04584

in writing. In the event of such wai[illegible]t, Borro[illegible] shall [illegible] direc[illegible] which [illegible] where payable, the amounts due for any Escrow Items for which [illegible]ayment [illegible] funds [illegible] been [illegible] [illegible]er and, if Lender requires, shall furnish to Lender receipts evi[illegible]ncing [illegible] payme[illegible] within [illegible] time [illegible]od as Lender may require. Borrower's obligation to make su[illegible] payme[illegible] to [illegible] [illegible] all purposes be deemed to be a covenant and agreement contai[illegible]d in th[illegible] [illegible]rity [illegible]ument [illegible] "covenant and agreement" is used in Section 9. If Borrower [illegible] obligate[illegible] to pay [illegible]row [illegible] pursuant to a waiver, and Borrower fails to pay the amount [illegible] for an [illegible]row [illegible] Lende[illegible] [illegible] its rights under Section 9 and pay such amount and Borrowe[illegible] shall the[illegible] obli[illegible]ed und[illegible] [illegible] repay to Lender any such amount. Lender may revoke the w[illegible]ver as to [illegible] of [illegible] Escrow [illegible] time by a notice given in accordance with Section 15 and, [illegible] such [illegible]ation [illegible]orrow[illegible] [illegible] Lender all Funds, and in such amounts, that are then require[illegible] under th[illegible] [illegible]ion.

Lender may, at any time, coll[illegible] and hol[illegible] [illegible]unds [illegible] amou[illegible] [illegible] to permit Lender to apply the Funds at the time specified un[illegible]r RESP[illegible] [illegible]nd (b[illegible] [illegible] to ex[illegible] [illegible] [illegible]ximum amount a lender can require under RESPA. Lender sha[illegible] estimate [illegible] amou[illegible] of Fu[illegible] [illegible] basis of current data and reasonable estimates of expenditu[illegible] of futu[illegible] [illegible]crow [illegible]ems or [illegible] [illegible] accordance with Applicable Law.

The Funds shall be held [illegible] [illegible] [illegible] [illegible]ed by a federal agency, instrumentality, or entity (includin[illegible] [illegible]ender, [illegible] [illegible]nder [illegible] [illegible] [illegible]eposits are so insured) or in any Federal Home Loan Bank. Lend[illegible] shall a[illegible] the F[illegible]ds to p[illegible] [illegible] [illegible] items no later than the time specified under RESPA. Lender s[illegible] not [illegible] Borr[illegible] for [illegible] [illegible]plying the Funds, annually analyzing the escrow account, or v[illegible]rifying th[illegible] [illegible]row [illegible]s, [illegible] [illegible] pays Borrower interest on the Funds and Applicable Law permit[illegible] [illegible]nder [illegible] [illegible] [illegible] [illegible] [illegible]greement is made in writing or Applicable Law requires interes[illegible] [illegible]be pa[illegible] [illegible] [illegible] [illegible] [illegible] [illegible] required to pay Borrower any interest or earnings on the Fu[illegible] Borro[illegible] [illegible] [illegible] [illegible] [illegible]ting, however, that interest shall be paid on the Funds. Lende[illegible] shall pa[illegible] Borr[illegible] [illegible], wi[illegible] [illegible] [illegible] annual accounting of the Funds as requir[illegible]d by RESPA.

If there is a surplus of Fund[illegible] [illegible]eld in [illegible]ow, [illegible] [illegible]efined [illegible] [illegible]A, Lender shall account to Borrower for the excess funds in a[illegible]rdance [illegible] RES[illegible] If d[illegible] [illegible] [illegible]e of Funds held in escrow, as defined under RESPA, Lender [illegible] notif[illegible] [illegible]rrowe[illegible] [illegible]requi[illegible] [illegible] and Borrower shall pay to Lender the amount necessary to ma[illegible] up the [illegible]age [illegible] [illegible]cordan[illegible] [illegible]PA, but in no more than 12 monthly payments. If there is a defi[illegible]ency of F[illegible]ds hel[illegible] [illegible] escr[illegible] [illegible] [illegible]nder RESPA, Lender shall notify Borrower as required by RE[illegible]PA, and [illegible]rrowe[illegible] [illegible]all pay[illegible] [illegible] [illegible] amount necessary to make up the deficiencies in accordance wi[illegible] RESPA [illegible] [illegible] [illegible] [illegible] [illegible] payments.

Upon payment in full of all [illegible] secu[illegible] [illegible] this [illegible]urity [illegible] [illegible] [illegible]nder shall promptly refund to Borrower any Funds held by L[illegible] [illegible].

4. Charges; Liens. Borrow[illegible] shall [illegible] [illegible] [illegible] [illegible] [illegible]s, taxes, and impositions attributable to the Property wh[illegible] [illegible]attai[illegible] [illegible]ity [illegible] his [illegible] [illegible] [illegible] [illegible]ent, leasehold payments or ground rents on the Property, if a[illegible] [illegible]and Co[illegible] [illegible]ity A[illegible] [illegible]iatio[illegible] [illegible] [illegible] [illegible]nd Assessments, if any. To the extent that these items are Esc[illegible] [illegible] items, [illegible]rrowe[illegible] [illegible] pay [illegible] [illegible] [illegible]nner provided in Section 3.

Borrower shall promptly dis[illegible]rge any [illegible] which has pri[illegible] [illegible] [illegible] Security Instrument unless Borrower: (a) agrees in writing to [illegible] payme[illegible] [illegible] the [illegible]ation [illegible] [illegible] [illegible]fied in a manner acceptable to Lender, but only so long as [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible]tests the lien in good faith by, or defends against enforcement [illegible] the [illegible] [illegible] [illegible] [illegible] [illegible] [illegible]ender's opinion operate to prevent the enforcement of the lie[illegible] [illegible]hile the [illegible]roce[illegible] [illegible] [illegible] [illegible] [illegible] [illegible]only until such proceedings are concluded; or (c) secures from [illegible] holde[illegible] [illegible]e lie[illegible] [illegible]agre[illegible] [illegible] [illegible] [illegible]rty to Lender subordinating the lien to this Security Instrument. [illegible] Lende[illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] Property is subject to a lien which can attain priority over this [illegible]urity [illegible] [illegible]ment [illegible] [illegible]der [illegible] [illegible] [illegible] [illegible]wer a notice identifying the

bn CIRCUIT COURT ([illegible] Records) [illegible]

LOAN NO. 01-01-04584

lien. Within 10 days of the date on which that [illegible] is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination and certification services and subsequent charges each time remapping or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination and certification services.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remapping or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination and certification services that Borrower obtains.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender is not required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

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the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 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 Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument, (b) appearing in court, and (c) paying reasonable

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attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangers, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (or a right may be granted to receive) directly or indirectly amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

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12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer'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 the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Borrower specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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16. Governing Law; Severability; Rules of Constructi[illegible] Th[illegible] Security Instrument shall be *governed by federal law and the law of the jurisdiction in which* [illegible] *Property is located.* All rights and obligations contained in this Security In[illegible] are subject to any [illegible]ements and limitations of Applicable Law. Applicable Law might ex[illegible]ly or implicitly all[illegible] the [illegible]es to agree by contract or it might be silent, but such silence shall not be construed as a prohi[illegible]ion a[illegible]st agreement by contract. In the event that any provision or clause of this Security Instrumen[illegible] or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Securit[illegible] Instr[illegible]t or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the ma[illegible]line [illegible]der shall mean and include corresponding neuter words or words of the feminine gender; (b) word[illegible] the singular shall mean and include the plural and vice versa; and (c) the word "May" gives s[illegible] discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of t[illegible] Note [illegible] of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contra[illegible] for [illegible], installment sales contract or escrow agreement, the intent of which is the transfer of title by Bor[illegible]wer [illegible]ture date to a purchaser.

If all or any part of the Property or any interest in the Propes[illegible] is [illegible] transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or t[illegible]red) without Lender's prior written consent, Lender may require immediate payment in ful[illegible] of all [illegible]s secured by this Security Instrument. However, this option shall not be exercised by Le[illegible]er [illegible] exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower [illegible]tice [illegible] acceleration. The notice shall provide a period of not less than 30 days from the date the notice [illegible] gi[illegible] accordance with Section 15 within which Borrower must pay all sums secured by this Secur[illegible] Ins[illegible]t. If Borrower fails to pay these sums prior to the expiration of this period, Lender may [illegible]voke [illegible] remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Bor[illegible] meets certain conditions, Borrower shall have the right to have enforcement of this Secur[illegible] Ins[illegible]t discontinued at any time prior to the earliest of: (a) five days before sale of the Property pu[illegible] power of sale contained in this Security Instrument; (b) such other peri[illegible] as Applicable La[illegible] might [illegible]cify for the termination of Borrower's right to reinstate; or (c) entry [illegible] security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which [illegible] would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cur[illegible] any [illegible]lt of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Secur[illegible] Inst[illegible]t, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees [illegible] other fees incurred for the purpose of protecting Lender's interest in the Property and rights [illegible]der [illegible] Security Instrument; and (d) takes such action as Lender may reasonably require to assure th[illegible] [illegible]nterest in the Property and rights under this Security Instrument, and Borrower's obligation [illegible]ay [illegible]ns secured by this Security Instrument, shall continue unchanged. Lender may require that Bo[illegible]owe[illegible] such reinstatement sums and expenses in one or more of the following forms, as selected by [illegible]nde[illegible] (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provid[illegible] such check is drawn upon an institution whose deposits are insured by a federal agency, ins[illegible] or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security In[illegible] obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, [illegible] right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. [illegible] Note or a partial interest in the Note (together with this Security Instrument) can be sold one [illegible]nes without prior notice to Borrower. A sale might result in a change in the entity (known [illegible] "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument [illegible] performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Appl[illegible] Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. [illegible]ere is a change of the Loan Servicer, Borrower will be given written notice of the change which will [illegible] the name and address of the new Loan Servicer, the address to which payments should be [illegible] other information RESPA

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requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mandatory loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 21.

21. Hazardous Substances. As used in this Section 21: "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, (c) which due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the

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default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale, assent to decree, and/or any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, 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 and by such other means as required 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 and by notice to any other persons as required by Applicable Law. 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 5.0 % of the gross sale price and reasonable attorneys' 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 Title 14, Chapter 200 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 Section 22 shall be exhausted in the event the proceeding is dismissed before the payment in full of all sums secured by this Security Instrument.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender or Trustee, shall release this Security Instrument and mark the note "paid" and return it to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. 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.

25. Possession of the Property. Borrower shall have possession of the Property until Lender has given Borrower notice of default pursuant to Section 22 of this Security Instrument.

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LOAN NO. 01-01-04584

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

ELIZABETH BAILEY (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

bn CIRCUIT COURT (Land Records) [illegible]

16010 268

LOAN NO. 01-01-04564

STATE OF MARYLAND, Baltimore County ss: County ss:

I Hereby Certify, That on this 28th day of December, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore personally appeared

ELIZABETH J. BAILEY

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

AS WITNESS: my hand and notarial seal.

My Commission Expires: 3/1/07

Notary Public

STATE OF Maryland County ss:

I Hereby Certify That on this 28th day of December, before me, the subscriber, Notary Public of the State of Maryland and for the County of Baltimore, personally appeared Tonia Thorp

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: 3/1/07

Notary Public

This is to certify that the within instrument was prepared by Saint Casimirs Savings Bank

Witness the hand of Robin L. Burke closer

MD-6(MD) (0005) Page 15 of 15 Form 3021 1/01

ba CIRCUIT COURT (Land Records) A

16010 269

LOAN NO. 01-01-04554

1-4 FAMILY RIDER
(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 28TH day of DECEMBER, 2001, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

SAINT CASIMIRS SAVINGS BANK,
A MARYLAND CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

7428 POPLAR AVENUE & 7428 B. POPLAR AVENUE
BALTIMORE, MARYLAND 21224
(Property Address)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bathtubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property".

BALTIMORE CITY CIRCUIT COURT (Land Records)

LOAN NO. 01-01-04584

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii)

LOAN NO. 01-01-04584

Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. 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 all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

LOAN NO. 01-01-04584

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

Elizabeth Bailey (Seal)
ELIZABETH J. BAILEY -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

EXHIBIT "A"

File No. 01-2155

BEING KNOWN AND DESIGNATED as Lot No. 22, Section C, as shown on a Plat entitled "Plat of Eastern Heights", which Plat is filed among the Land Records of Baltimore County in Plat Book W.P.C. No. 5, folio 83. The improvements thereon being known as No. 7428 & 7428B Poplar Avenue, Baltimore, MD 21224.

BEING the same property which by Deed dated of even date herewith and recorded or intended to be recorded immediately prior hereto among the Land Records of Baltimore County, was granted and conveyed from William J. Spann unto Elizabeth J. Bailey.

Elizabeth J. Bailey

Elizabeth J. Bailey

Subscribed and sworn to before me this 28th day of December, 2001.

Notary Public

My Commission Expires 5/1/02.

Tax ID No. Baltimore County #(12) 12-23-075780
Title Insurance: First American Title Ins. Co.

GREEN
SOUTHERN
CARROL
BELMONT
EDNA
Copyright (C) 2005 Baltimore County, Maryland

Pet #2

Dee Hicks

To: Dee.Hicks@mittalsteel.com

Subject: FW: Poplar Statement

To Whom It May Concern:

I, Dolores (Wooten) Hicks, am the daughter of the late Ira R. Wooten Sr. who built the structures known as 7428 and 7428B Poplar Avenue. I have personal knowledge of the history of this property. The structure known as 7428 was built in 1948 and we moved into the house in the beginning of the year 1949. I resided there from February 1949 to June 1971 and again from March 1977 to December 1979. The structure in the back known as 7428B was built in 1956 and used as our garage until my Father converted it into a three bedroom dwelling in 1965. My sister and her new husband moved into the cottage on July 3, 1965. My sister and her family lived there until 1982 when the property was sold out of the family.

Further, my father and other family members built the structure at 7426 Poplar Avenue, which is next door to 7428 Poplar Avenue. Family members have resided at 7426 Poplar Avenue continuously since 1960 to present. I am the current owner of 7426 Poplar Avenue. I have no objections to the continued residential use of both dwellings at 7428 Poplar Avenue. I have been involved with the property in some way for over 57 years.

Elizabeth Bailey is taking excellent care of the property of 7428 Poplar Avenue. The house in beautiful and the yard is immaculate. I am pleased that she is taking such good care of my father's houses.

There has never been any trouble with or on the property know as 7428 Poplar Avenue. The only negative excitement on the street, that I am aware of, was at the other house next door to 7428.

There has always been somebody living in the back cottage since 1965. The neighbors were aware of my father converting the garage to a dwelling and they had no problem with that. The neighbors were aware of my sister living in the cottage for many years, and then the new owners also used the cottage as a rental and the neighbors had no problem with that. I don't understand why there is an issue with the rental property now that Elizabeth Bailey is the current owner of the property.

I affirm the above statement to be true and subscribe my name to this affidavit.

Dolores L. Hicks 6-6-06

Dolores L. Hicks June 6, 2006

Pet #5
5A

To Whom It May Concern:

I, Ruth Jane (Wooten) Prettyman-Scurto, am the daughter of the late Ira R Wooten Sr., who built the structures known as 7428 and 7428-B Poplar Avenue. I have some personal knowledge of the history of this property. The structure known as 7428 was built in 1948. It was the Wooten's family home until 1982. I resided there from 1949 to 1965.

The structure known as 7428-B was built in 1956 and was first used as a dwelling about July 3, 1965 when I moved in. I resided there until 1982.

I affirm the above statement to be true, to the best of my knowledge and subscribe my name to this affidavit this 23rd day of May 2006.

Ruth Jane Prettyman-Scurto

Ruth Jane Prettyman-Scurto

Pet 5B

William Spann
540 Ocean Pkwy
Berlin, MD 21811

May 10, 2006

To Whom It May Concern:

I, William Spann, owned the property known as 7428 and 7428B Poplar Ave, 21224 from September 1987 to December 2001. During that 14-year period, the dwelling known as 7428B was occupied most of the time, with only short breaks as occupants changed.

I affirm the above statement to be true and subscribe my name to this affidavit this 10th day of May 2006.

William Spann

Pet 5C

To whom it may concern:

My name is Charlotte Rowell and I currently reside at 153 Riverside Rd, Essex Maryland 21221

From October 1982 to September 1987 I owned 7428 Poplar Avenue. During that time I resided continuously at the dwelling known as 7428R Poplar Avenue.

I hereby swear and affirm the above statements are true and correct.

Charlotte Rowell Date 3/11/06

Pet #58

To whom it may concern:

My name is David Hicks and I currently reside at 7426 Poplar which is 50 FT from 7428 Poplar Avenue. I have resided at 7426 Poplar since 2001 and am familiar with the two residences at 7428 Poplar Avenue. The dwellings are known as 7428 and 7428R Poplar Avenue and I have personal knowledge that both have been used as residences continuously since 1973. I have no objection to the continued residential use of both dwellings at 7428 Poplar Avenue.

I hereby swear and affirm the above statements are true and correct.

David Hicks Date 4-6-6

I Lived at 7428 Poplar as a young child (till age 7).
The rear house has been inhabited continuously since and for year prior.
I have no objection to continued occupancy of the rear house, and have never been inconvienced by any tennant at that location

David Hicks

Ret
5E

To whom it may concern:

My name is Edward R Meusel Jr and I currently reside at 7500 Poplar Ave which is 3 Door up the Street from 7428 Poplar Avenue. I have resided at 7500 Poplar Ave since 1985 and am familiar with the two residences at 7428 Poplar Avenue. The dwellings are known as 7428 and 7428 R Poplar Avenue and I have personal knowledge that both have been used as residences continuously since 1985. I have no objection to the continued residential use of both dwellings at 7428 Poplar Avenue.

I hereby swear and affirm the above statements are true and correct.

Edward R Meusel Jr Date: May 1, 2006

Also I'm The Trash Collector In This area working For Meusel Trucking Inc. This Pick up Resident Trash For Balto. Co MD. Since 1979 we has service This Area & I can Tell you That There is NO Problems with Excess Trash or any Problems on That end

Edward R Meusel Jr
V. Pres. Meusel Trucking Inc.
410-365-7878
Pete SF

To whom it may concern:

My name is Cecelia Ruth and I currently reside at 7400 Poplar Ave which is on same street from 7428 Poplar Avenue. I have resided at 7400 Poplar Ave ~~since~~ for 49 years and am familiar with the two residences at 7428 Poplar Avenue. The dwellings are known as 7428 and 7428 R Poplar Avenue and I have personal knowledge that both have been used as residences continuously since 1965. I have no objection to the continued residential use of both dwellings at 7428 Poplar Avenue.

I hereby swear and affirm the above statements are true and correct.

Cecelia Ruth Date: 4/29/06

To whom it may concern:

My name is SHIRLEY DELSS and I currently reside at 740 2 POPLAR AVE. which is down the Street from 7428 Poplar Avenue. I have resided at 7402 POPLAR AVE. since 1982 and am familiar with the two residences at 7428 Poplar Avenue. The dwellings are known as 7428 and 7428 R Poplar Avenue and I have personal knowledge that both have been used as residences continuously since 1982. I have no objection to the continued residential use of both dwellings at 7428 Poplar Avenue.

I hereby swear and affirm the above statements are true and correct.

Shirley Delss Date: 4-29-06

To whom it may concern:

My name is Gloria Paulino and I currently reside at 7409 Poplar Ave which is Same street from 7428 Poplar Avenue. I have resided at 52 yrs since _____ and am familiar with the two residences at 7428 Poplar Avenue. The dwellings are known as 7428 and 7428 R Poplar Avenue and I have personal knowledge that both have been used as residences continuously since 1965. I have no objection to the continued residential use of both dwellings at 7428 Poplar Avenue.

I hereby swear and affirm the above statements are true and correct.

Gloria Paulino Date: 4-29-06

To whom it may concern:

My name is George Laufert and I currently reside at 7411 POPLAR AVE which is the same Block as ~~from~~ 7428 Poplar Avenue. I have resided at this address since 1982 and am familiar with the two residences at 7428 Poplar Avenue. The dwellings are known as 7428 and 7428 R Poplar Avenue and I have personal knowledge that both have been used as residences continuously since 1982. I have no objection to the continued residential use of both dwellings at 7428 Poplar Avenue.

I hereby swear and affirm the above statements are true and correct.

George Laufert Date: 5/27/06

To whom it may concern:

My name is Patricia Jackman and I currently reside at 7416 Poplar Ave which is 5th house from 7428 Poplar Avenue. I have resided at 7416 Poplar Ave since 1995 and am familiar with the two residences at 7428 Poplar Avenue. The dwellings are known as 7428 and 7428 R Poplar Avenue and I have personal knowledge that both have been used as residences continuously since 1995. I have no objection to the continued residential use of both dwellings at 7428 Poplar Avenue.

I hereby swear and affirm the above statements are true and correct.

Patricia Jackman Date: 4/29/06

7424

To whom it may concern:

My name is [illegible] and I currently reside at 7424 Poplar Ave which is _____ from 7428 Poplar Avenue. I have resided at _____ since 1965 and am familiar with the two residences at 7428 Poplar Avenue. The dwellings are known as 7428 and 7428R Poplar Avenue and I have personal knowledge that both have been used as residences continuously since _____. I have no objection to the continued residential use of both dwellings at 7428 Poplar Avenue.

I hereby swear and affirm the above statements are true and correct.

_____ Date April 28 06

To whom it may concern:

My name is Linda Donovan and I currently reside at 7426 Poplar Ave which is one house to the right from 7428 Poplar Avenue. I have resided at 7426 Poplar Ave since June 2002 and am familiar with the two residences at 7428 Poplar Avenue. The dwellings are known as 7428 and 7428 R Poplar Avenue and I have personal knowledge that both have been used as residences continuously since 2002. I have no objection to the continued residential use of both dwellings at 7428 Poplar Avenue.

I hereby swear and affirm the above statements are true and correct.

Linda Donovan
7426 Poplar Ave
410-288-3159

Date: May 3RD, 2006

To whom it may concern:

My name is Gary Cross, SR. and I currently reside at 7501 Poplar Ave 21224 which is 3 houses from 7428 Poplar Avenue. I have resided at 7501 Poplar Ave 21224 since 1980 and am familiar with the two residences at 7428 Poplar Avenue. The dwellings are known as 7428 and 7428 R Poplar Avenue and I have personal knowledge that both have been used as residences continuously since 1980. I have no objection to the continued residential use of both dwellings at 7428 Poplar Avenue.

I hereby swear and affirm the above statements are true and correct.

Gary Cross Sr. Date: 05/01/06

To whom it may concern:

My name is Patricia Cross and I currently reside at 7501 Poplar Ave 21224 which is 3 houses from 7428 Poplar Avenue. I have resided at 7501 Poplar Ave since _____ and am familiar with the two residences at 7428 Poplar Avenue. The dwellings are known as 7428 and 7428 R Poplar Avenue and I have personal knowledge that both have been used as residences continuously since 25 yrs. I have no objection to the continued residential use of both dwellings at 7428 Poplar Avenue.

I hereby swear and affirm the above statements are true and correct.

May 18, 2006 Date:

Patricia Cross

7428 Keeps her Property Very nice

To whom it may concern:

My name is Gary Cross JR. and I currently reside at 7501 Poplar Ave which is 3 Houses from 7428 Poplar Avenue. I have resided at 7501 Poplar Ave since 1980 and am familiar with the two residences at 7428 Poplar Avenue. The dwellings are known as 7428 and 7428 R Poplar Avenue and I have personal knowledge that both have been used as residences continuously since 1980. I have no objection to the continued residential use of both dwellings at 7428 Poplar Avenue.

I hereby swear and affirm the above statements are true and correct.

Gary W. Cross Jr. Date: 5/1/06

To whom it may concern:

My name is Matthew Cross and I currently reside at 7501 Poplar Ave which is 3 houses from 7428 Poplar Avenue. I have resided at 7501 Poplar Ave since 1985 and am familiar with the two residences at 7428 Poplar Avenue. The dwellings are known as 7428 and 7428 R Poplar Avenue and I have personal knowledge that both have been used as residences continuously since 20 yrs. I have no objection to the continued residential use of both dwellings at 7428 Poplar Avenue.

I hereby swear and affirm the above statements are true and correct.

May 18, 2006 Date:

Matthew Cross MRC

To whom it may concern:

My name is SHANE SUTTON and I currently reside at 7502 POPLAR AVENUE which is UP THE STREET from 7428 Poplar Avenue. I have resided at 7502 POPLAR AVE. since 1980 and am familiar with the two residences at 7428 Poplar Avenue. The dwellings are known as 7428 and 7428 R Poplar Avenue and I have personal knowledge that both have been used as residences continuously since N/A. I have no objection to the continued residential use of both dwellings at 7428 Poplar Avenue.

I hereby swear and affirm the above statements are true and correct.

[signature] Date: 5/1/06

To whom it may concern:

My name is Lynn Hartman and I currently reside at 7505 Poplar which is up the street from 7428 Poplar Avenue. I have resided at this address since 1990 and am familiar with the two residences at 7428 Poplar Avenue. The dwellings are known as 7428 and 7428 R Poplar Avenue and I have personal knowledge that both have been used as residences continuously since before 1990. I have no objection to the continued residential use of both dwellings at 7428 Poplar Avenue.

I hereby swear and affirm the above statements are true and correct.

Lynn Hartman Date: 4-29-08

To whom it may concern:

My name is DANIEL A. JACHELSKI JR and I currently reside at 7504 POPLAR AVE which is 5 HOUSES from 7428 Poplar Avenue. I have resided at THIS LOCATION since 1992 and am familiar with the two residences at 7428 Poplar Avenue. The dwellings are known as 7428 and 7428 R Poplar Avenue and I have personal knowledge that both have been used as residences continuously since 1992. I have no objection to the continued residential use of both dwellings at 7428 Poplar Avenue.

I hereby swear and affirm the above statements are true and correct.

Date: 5-1-06

To whom it may concern:

My name is Nancy L. Mealey and I currently reside at 7506 Poplar Ave which is 6 houses up from 7428 Poplar Avenue. I have resided at 7506 Poplar Ave since 1979 and am familiar with the two residences at 7428 Poplar Avenue. The dwellings are known as 7428 and 7428 R Poplar Avenue and I have personal knowledge that both have been used as residences continuously since 1979. I have no objection to the continued residential use of both dwellings at 7428 Poplar Avenue.

I hereby swear and affirm the above statements are true and correct.

Nancy L. Mealey Date: 4-28-06

To whom it may concern:

My name is Larry D. Cox and I currently reside at 7602 Poplar Ave which is up the street from 7428 Poplar Avenue. I have resided at 7602 Poplar Ave since 1976 and am familiar with the two residences at 7428 Poplar Avenue. The dwellings are known as 7428 and 7428 R Poplar Avenue and I have personal knowledge that both have been used as residences continuously since 1976. I have no objection to the continued residential use of both dwellings at 7428 Poplar Avenue.

I hereby swear and affirm the above statements are true and correct.

Larry D Cox Date: April 29, 2006

To whom it may concern:

My name is Lois Cox and I currently reside at 7602 Poplar Ave. which is up the street from 7428 Poplar Avenue. I have resided at 7602 Poplar Ave. since 1954 and am familiar with the two residences at 7428 Poplar Avenue. The dwellings are known as 7428 and 7428 R Poplar Avenue and I have personal knowledge that both have been used as residences continuously since 1965. I have no objection to the continued residential use of both dwellings at 7428 Poplar Avenue.

I hereby swear and affirm the above statements are true and correct.

Lois Cox Date: April 29, 2006

To whom it may concern:

My name is Nena F. Woodin and I currently reside at 7603 Poplar Ave which is 1 1/2 blocks from 7428 Poplar Avenue. I have resided at 7603 Poplar Ave since 38 years and am familiar with the two residences at 7428 Poplar Avenue. The dwellings are known as 7428 and 7428 R Poplar Avenue and I have personal knowledge that both have been used as residences continuously since 1965. I have no objection to the continued residential use of both dwellings at 7428 Poplar Avenue.

I hereby swear and affirm the above statements are true and correct.

Nena F Woodin Date: 4/29/06

To whom it may concern:

My name is MICHAEL SOFINOWSKI and I currently reside at 7406 POPLAR AVE which is UP THE STREET from 7428 Poplar Avenue. I have resided at 12 YEARS since _____ and am familiar with the two residences at 7428 Poplar Avenue. The dwellings are known as 7428 and 7428 R Poplar Avenue and I have personal knowledge that both have been used as residences continuously since SINCE I MOVED. I have no objection to the continued residential use of both dwellings at 7428 Poplar Avenue.

I hereby swear and affirm the above statements are true and correct.

Michael Sofinowski Date: 4/28/06

To whom it may concern:

My name is KEITH SHEETS and I currently reside at 7608 POPLAR AVE which is UP THE STREET from 7428 Poplar Avenue. I have resided at _____ since 1985 and am familiar with the two residences at 7428 Poplar Avenue. The dwellings are known as 7428 and 7428 R Poplar Avenue and I have personal knowledge that both have been used as residences continuously since 1985. I have no objection to the continued residential use of both dwellings at 7428 Poplar Avenue.

I hereby swear and affirm the above statements are true and correct.

Keith Sheets Date: 4-29-06

To whom it may concern:

My name is Dorothy Fennell and I currently reside at 7612 Poplar Ave. which is Up the street from 7428 Poplar Avenue. I have resided at 7612 Poplar Ave. since 1939 and am familiar with the two residences at 7428 Poplar Avenue. The dwellings are known as 7428 and 7428 R Poplar Avenue and I have personal knowledge that both have been used as residences continuously since 1965. I have no objection to the continued residential use of both dwellings at 7428 Poplar Avenue.

I hereby swear and affirm the above statements are true and correct.

Dorothy Fennell Date: 04/29/06

To whom it may concern:

My name is Mary Costa and I currently reside at 7615 Poplar Ave which is next door from 7428 Poplar Avenue. I have resided at 7615 Poplar Ave since 2003 and am familiar with the two residences at 7428 Poplar Avenue. The dwellings are known as 7428 and 7428 R Poplar Avenue and I have personal knowledge that both have been used as residences continuously since 2003. I have no objection to the continued residential use of both dwellings at 7428 Poplar Avenue.

I hereby swear and affirm the above statements are true and correct.

Mary Costa Date: 4-29-06

 tAX WORKsheet 3

Click here for a plain text ADA compliant screen.

Maryland Department of Assessments and Taxation
BALTIMORE COUNTY
Real Property Data Search

Go Back
View Map
New Search
Ground Rent

Account Identifier: **District** - 12 **Account Number** - 1223075780

Owner Information

Owner Name:	BAILEY ELIZABETH J	**Use:**	RESIDENTIAL
		Principal Residence:	YES
Mailing Address:	7428 POPLAR AVE BALTIMORE MD 21224-3229	**Deed Reference:**	1) /16010/ 249 2)

Location & Structure Information

Premises Address
7428 POPLAR AVE

Legal Description
7428-7428B POPLAR AVE
EASTERN HEIGHTS

Map	Grid	Parcel	Sub District	Subdivision	Section	Block	Lot	Assessment Area	Plat No:
96	22	204					22	3	Plat Ref: 5/ 83

Special Tax Areas **Town** **Ad Valorem** **Tax Class**

Primary Structure Built	Enclosed Area	Property Land Area	County Use
1964	1,476 SF	7,500.00 SF	04

Stories	Basement	Type	Exterior
1 1/2	YES	STANDARD UNIT	STUCCO

Value Information

	Base Value	Value As Of 01/01/2006	Phase-in Assessments As Of 07/01/2005	As Of 07/01/2006
Land:	25,500	55,500		
Improvements:	114,150	154,420		
Total:	139,650	209,920	139,650	163,073
Preferential Land:	0	0	0	0

Transfer Information

Seller:	SPANN WILLIAM J	**Date:**	01/23/2002	**Price:**	$119,000
Type:	NOT ARMS-LENGTH	**Deed1:**	/16010/ 249	**Deed2:**	
Seller:	ROWELL CHARLOTTE G	**Date:**	09/16/1987	**Price:**	$94,000
Type:	IMPROVED ARMS-LENGTH	**Deed1:**	/ 7671/ 142	**Deed2:**	
Seller:		**Date:**		**Price:**	
Type:		**Deed1:**		**Deed2:**	

Exemption Information

Partial Exempt Assessments	Class	07/01/2005	07/01/2006
County	000	0	0
State	000	0	0
Municipal	000	0	0

Tax Exempt: NO
Exempt Class:

Special Tax Recapture:
* NONE *

Petit 6

State of Maryland
Department of Assessments and Taxation

BALTIMORE CO ASSESSMENT OFC
HAMPTON PLAZA
300 E. JOPPA RD STE 602
TOWSON MD 21286-3020

410-512-4900
blco@dat.state.md.us

*****AUTO**5-DIGIT 21224 194 - 212 - 62,888
ACCT#04 12 1223075780 / 1606
96 193887 R
BAILEY ELIZABETH J
7428 POPLAR AVE
BALTIMORE, MD 21224-3229

Assessment Notice

(This is Not A Tax Bill)

NOTICE #	NOTICE DATE	TAX YEAR BEGINNING
193887	12/30/2005	07/01/2006

DIST	MAP	PARCEL	SEC	BLOCK	LOT	USE	SUBD
12	96	204				22	R

PROPERTY LOCATION — PRINCIPAL RESIDENCE: YES

7428 POPLAR AVE

CONTROL #: 2783

State law requires that all real property be revalued at least every three years. The property described above has been reviewed to determine the new market value effective January 1, 2006. The new market value is based upon market data available prior to this date. The old total market value of your property was: 1.$ 139,650

If this property is your principal residence, the assessments that your real estate taxes are based on may be limited or capped because of the Homestead Tax Credit. Maryland counties, Baltimore City, and other municipalities annually establish their own Homestead cap of 10% or less. The Homestead cap for State taxable assessments is 10%. **We estimate that your July 1, 2006 real estate tax bill will be based on the following taxable assessments:**

Taxable Assessments

2.$	3.$	4.$
146,130	151,861	NOT APPLICABLE
County or Balt. City Taxable Assessment	State Taxable Assessment	Municipal Taxable Assessment

This property has been reappraised as of Jan. 1, 2006 and the new market value is estimated at:

New Market Value

5.$	6.$	7.$
55,500	154,420	209,920
Land	Buildings	TOTAL

State law provides that any increase in the new market value be phased in over the next three tax years in equal amounts. Your phased-in market values/assessments (before applicable credits and exemptions) for the next three years are:

Phased-In Market Values/ Assessments

8.$	9.$	10.$
163,073	186,496	209,920
2006	2007	2008

Your Appeal Rights

If you feel that your property's **Total New Market Value** of $ 209,920 is incorrect, you may file an appeal. An explanation of the appeal process and instructions on how to file your appeal are located on page 4.

An appeal must be filed or postmarked by 02/13/2006

ATTENTION: If the mailing address at right is incorrect, please print the correct address below and return to the Assessment Office.

_____
_____
_____
_____

ACCT#04 12 1223075780 / 1606
96 193887 R
BAILEY ELIZABETH J
7428 POPLAR AVE
BALTIMORE, MD 21224-3229

Principal Residence Verification
Is this your principal residence? Look at the information in the box at the top of this page. You should verify whether or not this property is designated as your principal residence. This information affects eligibility for the Homestead Tax Credit. If it is wrong, please complete the information to the right and return it to the Assessment Office.

Address of where your principal residence is located:
_____
_____

Number of months you have resided or expect to reside at this address each year: _____

_____
Signature (Required) Date

APPEAL PROCEDURE

You have the right to appeal this notice of assessment. A three step appeal process is available to protect the property owner from an incorrect assessment. The first level appeal is with the local assessment office. The second and third level appeals are with the Property Tax Assessment Appeal Boards and the Maryland Tax Court, which are independent agencies that are completely separate from the Department of Assessments and Taxation. At each level in the appeal process you have the opportunity to present evidence showing why the Total New Market Value (page 3, box 7) is incorrect.

To appeal your notice of assessment, you can visit our website at www.dat.state.md.us or complete and sign this appeal form and return it to the local assessment office at the address shown on page 3 of this notice. An appeal must be filed within 45 days from the date of this notice. When filing an appeal you have three options: (1) to submit an appeal in writing; (2) to meet personally with an assessor; or (3) to have a telephone hearing. Please indicate with a check mark the one option you have selected. Expedited service will be given to written appeals (Option #1).

Signature	Date	Daytime Telephone #

☐ **Option #1 Written Appeal Instead of a Personal Hearing:** If additional space is needed, attach paperwork to this appeal form. I am appealing the TOTAL NEW MARKET VALUE because:_____

_____

_____

NOTE: when you file a written appeal, your account is reviewed based on all available information and a final notice is sent.

☐ **Option #2 Personal Hearing with an Assessor:** Please select the preferred time under column A or B (only one box should be selected). To the extent possible, the assessment office will honor requests for hearings during non-business hours and/or alternate locations. Alternate locations are public facilities, such as libraries, which are reserved by the Department to allow property owners an alternative to a personal hearing at the assessment office. You will be notified of the date and time for your hearing. You have the right to postpone this hearing one time.

A. ASSESSMENT OFFICE	OR	B. ALTERNATE LOCATION
☐ Business Hours		☐ Business Hours
☐ Evening Hours		☐ Evening Hours
☐ Saturday Hours		☐ Saturday Hours

☐ **Option #3 Telephone Hearing:** You will be notified of a date and time to call the assessment office. Collect calls will NOT be accepted.

If you are filing an appeal, requesting brochures, a copy of your property worksheet or a sales analysis/listing, please make a copy of the front and back of this page for your records.

If you file an appeal you may also obtain copies of the worksheets for other comparable properties. A fee of $1.00 for each comparable worksheet must be included with your request, with the check made payable to the State Department of Assessments and Taxation. Please use the space provided below to identify the comparable properties. Attach an additional sheet of paper if more space is needed. Reminder: There is no charge for a copy of the worksheet of your own property.

Street Address Of Comparable Property Or Lot, Block and Parcel Number	Owner of Comparable (If Known)

PROPERTY INFORMATION AND BROCHURES

Brochures, a copy of the worksheet for your property, and a copy of the sales analysis for the area in which your property is located may be obtained at no charge from your local assessment office. You do not need to file an appeal to receive this information.

Please check the appropriate box and return this form to your local assessment office at the address shown on page 3 of this notice. These brochures and others can also be found on our website at www.dat.state.md.us by clicking on Real Property.

☐ A Homeowner's Guide to Property Taxes and Assessments

☐ Property Owner's Bill of Rights

☐ Property Worksheet

☐ Sales Analysis/Listing

RESIDENTIAL WORKSHEET - REASSESSMENT YEAR 2006

1 PROPERTY ADMINISTRATIVE DATA

Account No.	04 12 1223075780			Dwelling No:	1	Grade	3
Map/Gr/Par/Sec/Bl/Lt	96 / 22 / 204 / / / 22	CamaSet	12.01	MVI/Model No	46	Condition	Average
District / Card Seq	12 / 01606-000-00-00	CamaSubset	4	Occupancy	Dual Use (D)	DwellingType	Standard Unit
Owner's Name	BAILEY ELIZABETH J			Curtilage	157800	Foundation Area	984
Address	7428 POPLAR AVE			Land Use	Residential	Enclosed Area	1476
	00000			Valued by	431	Sec. 1 Perimeter	120
				Year built	1964	Total Perimeter	120

8 ACCESSORY STRUCTURES

TYPE (YEAR BUILT)	GRADE	LENGTH	WIDTH	SIZE/UNITS	RATE	DEPR	COST

9 TOTAL ACCESSORY STRUCTURES VALUE 0

10 TOTAL IMPROVEMENT VALUE 154,420

11 LAND VALUATION

LAND TYPE	Land 1	SIZE Square Feet	RATE	ADJUSTMENT	COST
Primary		4,000.00	13.00		52,000
HSE#2		3,500.00	1.00		3,500
Total Land Size		7,500.00			

12 TOTAL LAND VALUE 55,500

13 TOTAL PROPERTY VALUE 209,920

REMARKS

1/23/02 BAD SALE,NO MLS,LOW SALE FOR 2 DWLGS. RA03/04 INCR HSE#2 DEP COND,APPEAR VAC. RA 00/01:INCR SEC1 DWELL SF & POR1 SF.

HSE 2 MS# 38

RESIDENTIAL WORKSHEET - REASSESSMENT YEAR 2006

1 PROPERTY ADMINISTRATIVE DATA

Account No.	04 12 1223075780			Dwelling No:	1	Grade	3
Map/Gr/Par/Sec/Bl/Lt	96 / 22 / 204 / / / 22	CamaSet	12.01	MVI/Model No	46	Condition	Average
District / Card Seq	12 / 01606-000-00-00	CamaSubset	4	Occupancy	Dual Use (D)	DwellingType	Standard Unit
Owner's Name	BAILEY ELIZABETH J			Curtilage	157800	Foundation Area	984
Address	7428 POPLAR AVE			Land Use	Residential	Enclosed Area	1476
	00000			Valued by	431	Sec. 1 Perimeter	120
				Year built	1964	Total Perimeter	120

2 DWELLING COST CALCULATION

SEC.	STORY	TYPE	LENGTH	WIDTH	SQUARE FEET	RATE	COST
1	1.5 Story With Basement	Stucco			984	92.50	91,022

3 SUBTOTAL: DWELLING SQUARE FOOT COST

91,020

4 OTHER CHARGES

ITEM	LENGTH	WIDTH	SIZE/UNITS	RATE	COST
Roof - Composition Shingle					
Heat - Hot Air					
Linear Foot Dormer		16	199.00		3,184
Porch - 1 Story Open		280	28.12		7,873
Brick Trim		240	8.77		2,104
AC Combined System		1,476	1.74		2,568

5 SUBTOTAL: OTHER CHARGES

15,730

6 TOTAL DWELLING BASE COST

106,750

Cost Index	x	1.18
Replacement Cost New (RCN)		125,965
Less Depreciation	30%	-37,789
Subtotal: RCN Less Depreciation		88,170
Market Value Index	x	1.20

7 DWELLING VALUE

105,800

RESIDENTIAL WORKSHEET - REASSESSMENT YEAR 2006

1 PROPERTY ADMINISTRATIVE DATA

Account No.	04 12 1223075780			Dwelling No:	2	Grade	3
Map/Gr/Par/Sec/Bl/Lt	96 / 22 / 204 / / / 22	CamaSet	12.01	MVI/Model No	254	Condition	Fair
District / Card Seq	12 / 01606-000-00-00	CamaSubset	4	Occupancy		DwellingType	Standard Unit
Owner's Name	BAILEY ELIZABETH J			Curtilage	157800	Foundation Area	920
Address	7428 POPLAR AVE			Land Use		Enclosed Area	920
	00000			Valued by	431	Sec. 1 Perimeter	132
				Year built	1964	Total Perimeter	132

2 DWELLING COST CALCULATION

SEC.	STORY	TYPE	LENGTH	WIDTH	SQUARE FEET	RATE	COST
1	1 Story No Basement	Brick			920	74.21	68,273

3 SUBTOTAL: DWELLING SQUARE FOOT COST 68,270

4 OTHER CHARGES

ITEM	LENGTH	WIDTH	SIZE/UNITS	RATE	COST
Roof - Composition Shingle					
Heat - Hot Air					
Concrete Patio w/Roof			140	11.28	1,579

5 SUBTOTAL: OTHER CHARGES 1,570

6 TOTAL DWELLING BASE COST 69,840

Cost Index	x	1.18
Replacement Cost New (RCN)		82,411
Less Depreciation	41%	-33,788
Subtotal: RCN Less Depreciation		48,620
Market Value Index	x	1.00

7 DWELLING VALUE 48,620

Real Property Detail

Ownership and Address Information

Parcel ID	12-23-075780
Owner Name	Bailey Elizabeth J
Owner Address	7428 Poplar Ave , Baltimore , MD 21224
Property/Situs Address	7428 Poplar Ave
District	12
Property Class	04 Residential
Activity	Semi Annual Eligible
Miscellaneous	

Legal Description

IMPS
7428-7428B POPLAR AVE

Assessment Information

Full Year 139,650

Tax rate for Full Year: County $1.11500 , State $.13200, per $100 of Assessed Value

Tax Receivable Amounts

Bill Date: 7/01/05

	Original	Paid	Outstanding	First SA	Second SA
Taxes/Charges	2,169.62	2,169.62	.00	1,084.81	1,084.81
Fees	.00	.00	.00	.00	
Gross	2,169.62	2,169.62	.00	1,084.81	1,084.81
Discount Applied	(7.79)	(7.79)			
New Discount			(.00)	(.00)	
Interest Applied	.00	.00			
New Interest			.00	.00	.00
Total	2,161.83	2,161.83	.00	1,084.81	1,084.81

Date to calculate interest amount owed (mm/dd/yyyy): 3/7/2006 Recalculate

If the recalculation process does not change the amount due, please contact the Office of Budget and Finance for further assistance.

More Bill and Payment Detail

Parcel ID Number

12-23-075780

Payments Received

Payment	Payment Type	Interest/Discount Calculation Date	Amount Paid
Partial	SA	7/29/2005	1,077.03
Full	SA	12/27/2005	1,084.80

Detailed Breakdown of Receivable Amounts

Description	Amount	Tax Credits
County Tax	1,557.10	
State Tax	184.34	
Bay Res Fee	30.00	
Sewer Service	284.90	
Utility	44.56	
Water Distribution	68.72	
Total	2,169.62	

The receivable tax amounts reflect the application of the tax credits listed.

Previous Page New Search Exit

Real Property Detail

Ownership and Address Information

Parcel ID	12-23-075780
Owner Name	Bailey Elizabeth J
Owner Address	7428 Poplar Ave , Baltimore , MD 21224
Property/Situs Address	7428 Poplar Ave
District	12
Property Class	04 Residential
Activity	Semi Annual Eligible
Miscellaneous	

Legal Description

IMPS
7428-7428B POPLAR AVE

Assessment Information

Full Year 133,956

Tax rate for Full Year: County $1.11500 , State $.13200, per $100 of Assessed Value

Tax Receivable Amounts

Bill Date: 7/01/04

	Original	Paid	Outstanding	First SA	Second SA
Taxes/Charges	2,021.65	2,021.65	.00	1,010.83	1,010.83
Fees	.00	.00	.00	.00	
Gross	2,021.65	2,021.65	.00	1,010.83	1,010.83
Discount Applied	(7.47)	(7.47)			
New Discount			(.00)	(.00)	
Interest Applied	.00	.00			
New Interest			.00	.00	.00
Total	2,014.18	2,014.18	.00	1,010.83	1,010.83

Date to calculate interest amount owed (mm/dd/yyyy): 3/7/2006 Recalculate

If the recalculation process does not change the amount due, please contact the Office of Budget and Finance for further assistance.

Real Property Detail

Ownership and Address Information

Parcel ID	12-23-075780
Owner Name	Bailey Elizabeth J
Owner Address	7428 Poplar Ave , Baltimore , MD 21224
Property/Situs Address	7428 Poplar Ave
District	12
Property Class	04 Residential
Activity	Semi Annual Eligible
Miscellaneous	

Legal Description

IMPS
7428-7428B POPLAR AVE

Assessment Information

Full Year 128,263

Tax rate for Full Year: County $1.11500 , State $.13200, per $100 of Assessed Value

Tax Receivable Amounts

Bill Date: 7/01/03

	Original	Paid	Outstanding	First SA	Second SA
Taxes/Charges	2,138.33	2,138.33	.00	1,069.17	1,069.17
Fees	.00	.00	.00	.00	
Gross	2,138.33	2,138.33	.00	1,069.17	1,069.17
Discount Applied	(7.15)	(7.15)			
New Discount			(.00)	(.00)	
Interest Applied	.00	.00			
New Interest			.00	.00	.00
Total	2,131.18	2,131.18	.00	1,069.17	1,069.17

Date to calculate interest amount owed (mm/dd/yyyy): 3/7/2006 Recalculate

If the recalculation process does not change the amount due, please contact the Office of Budget and Finance for further assistance.

MAKE CHECKS PAYABLE TO: BALTIMORE COUNTY, MD.

BALTIMORE COUNTY, MARYLAND
STATE AND COUNTY REAL PROPERTY TAX BILL

TAXPAYER'S COPY DETACH AND RETAIN
TELEPHONE: 410-887-2403

PARCEL NUMBER	YEAR	CYCLE	BILL DATE	ELECTION DISTRICT	ASSESSMENT	LEVY PERIOD
12-23-075780	2006	FY	07/01/2005	12	139,650	JULY 1,2005-JUNE 30,2006

CHARGES	
SEWER BENEFIT	
SEWER SERVICE	284.90
WATER BENEFIT	
WATER DISTRIBUTION	68.72
CONSTRUCTION LOAN	44.56
BAY RESTORATION FEE	30.00
TOTAL CHARGES	428.18

PROPERTY STATUS		RATE PER $100	TAXES/CHARGES
PRINCIPAL RESIDENCE	COUNTY TAX	1.115	1,557.10
	STATE TAX	.132	184.34
	CHARGES		428.18

OWNER'S NAME AND ADDRESS
BAILEY ELIZABETH J
7428 POPLAR AVE
BALTIMORE MD 21224

PROPERTY DESCRIPTION
EASTERN HEIGHTS
07428 POPLAR

1-096530

GROSS BILL 2,169.62

LOT	BLOCK	SEC	PLAT	BOOK	FOLIO
22				05	083

INTEREST/ DISCOUNT

NET TOTAL

CONSTANT YIELD 1.070 DIFFERENCE 0.045

BALTIMORE COUNTY, MARYLAND
STATE AND COUNTY REAL PROPERTY TAXES

PLEASE RETURN THIS PART WITH YOUR FIRST SEMIANNUAL PAYMENT

MAIL TO: BALTIMORE COUNTY
P.O. BOX 64281
BALTO. MD. 21264-4281

PARCEL NUMBER	YEAR	CYCLE	BILL DATE	
12-23-075780	2006	SA	07/01/2005	1-096530

OWNER'S NAME AND ADDRESS

	FIRST SEMIANNUAL PAYMENT CHARGES	IF PAID BY	DISCOUNT	PAY THIS AMOUNT
50% COTAX	778.55	7/31	7.79-	1,077.02
50% STTAX	92.17			
50% CHARGES	214.09	8/31	3.89-	1,080.92
		9/30		1,084.81
		SECOND SEMIANNUAL PAYMENT		
		12/31		1,084.81

BAILEY ELIZABETH J
7428 POPLAR AVE
BALTIMORE MD 21224

122307578020069SA007001077020010809200108481000000000000000000000000

BALTIMORE COUNTY, MARYLAND
STATE AND COUNTY REAL PROPERTY TAXES

PLEASE RETURN THIS PART WITH YOUR FULL ANNUAL PAYMENT

MAIL TO: BALTIMORE COUNTY
P.O. BOX 64281
BALTO. MD. 21264-4281

PARCEL NUMBER	YEAR	CYCLE	BILL DATE	
12-23-075780	2006	FY	07/01/2005	H

OWNER'S NAME AND ADDRESS

	FULL ANNUAL PAYMENT CHARGES	IF PAID BY	DISCOUNT OR INTEREST	PAY THIS AMOUNT
COTAX	1,557.10	7/31	15.57-	2,154.05
STTAX	184.34			
CHARGES	428.18	8/31	7.79-	2,161.83
		9/30		2,169.62
		10/31	10.85	2,180.47

BAILEY ELIZABETH J
7428 POPLAR AVE
BALTIMORE MD 21224

122307578020069FY007002154050021618300216962002180470000000000000000

You may pay this bill at the Office Of Budget and Finance, Taxpayer Services Section, 400 Washington Ave., Court House, Room 150, Towson, Maryland 21204, Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. You may pay this bill by touch-tone phone using a MasterCard or Discover credit card - Call 410- 887-2403 - available 24 hours a day except for daily scheduled maintenance. See enclosed brochure for IVR convenience fees.

For tax bills dated July 1, a discount of 1% of the Baltimore County tax will be allowed for a July payment or a 1/2% discount for an August payment. The gross amount is payable during the month of September. This bill becomes delinquent on October 1 and is subject to interest at the rate of 1% per month, until paid. For Full Year bills dated other than July 1, a discount of 1% of the county tax will be allowed, provided the net bill is paid within 30 days from the billing date. After 30 days, interest at the rate of 1% per month can be added until paid. Discounts, interest and penalties are calculated on the net amount of the bill after any credits have been applied.

This bill is due when rendered. If you have appealed your assessment and the appeal is still pending you must pay this bill in order to avoid interest and penalties. Should your appeal result in a reduction in the amount of tax due, the overpayment will be refunded to you.

Failure to receive a bill does not excuse the payment of taxes, interest or penalties. Properties are subject to sale for delinquent taxes if taxes remain unpaid at the time of the annual tax sale.

If you have a mortgage on your property, it is your responsibility to send or deliver this bill to your bank, building association or other lending institution if that organization pays your taxes.

A returned check charge of $35.00 will be assessed on each bill which is paid with a check that is returned by the bank or financial institution on which it is drawn. DO NOT POSTDATE CHECKS.

There is a complete exemption from real property taxes on the dwelling house owned by disabled veterans or their surviving spouse, where there is a service-connected disability which is 100% disabling and permanent in character. For further information, call the Assessment Office at 410-512-4907.

Cashier's Use Only

SEMIANNUAL

Cashier's Use Only

Return this part with your **first** semiannual payment if you elect to pay your Real Property Taxes in **two** semiannual payments. You will receive a bill for the second payment in December if your first semiannual payment was NOT paid through an escrow account. The second payment is Due December 31.

The due date, any applicable discount, and the amount of the first payment are shown in the schedule on the front of the tax bill.

The details of the gross first payment charges are shown on the front of the tax bill.

Failure to pay the first installment by September 30, and/or the subsequent second installment by December 31, under a semiannual payment schedule, will result in the tax bill being processed as a delinquent account, subject to interest, penalties and tax sale, whether or not you receive a bill for the second semiannual payment.

Additional information regarding the installment is provided in the enclosed brochure.

Cashier's Use Only

FULL ANNUAL

Return this part with your **full** annual payment if you elect to pay your Real Property Taxes in a **single** annual payment.

The due date, any applicable discount and the amount of the payment are shown in the schedule on the front of the tax bill.

The details of the gross payment charges are shown on the front of the tax bill.

Failure to make the payment by September 30 will result in the tax bill being processed as a delinquent account, subject to interest, penalties and tax sale.

AREA SALES ANALYSIS LISTING

Improved Sales

ADDRESS	PROPERTY TYPE	STORIES	YEAR BUILT	ENCLOSED AREA	LAND AREA	SALE DATE	SALE PRICE	ESTIMATED MARKET VALUE 1/1/2006	ACCOUNT NUMBER
7409 BELMONT AVE	Detached dwelling	2 Sty W/Bsmt	1980	1,736	7500 Sq Ft	11/12/2004	$179,900	$186,130	04121216075572
7409 BELMONT AVE	Detached dwelling	1 Sty W/Bsmt	1977	1,152	7500 Sq Ft	06/16/2005	$179,900	$176,310	04121219058700
7603 BELMONT AVE	Detached dwelling	2 Sty W/Bsmt	2004	1,724	9600 Sq Ft	06/24/2004	$235,000	$247,860	04121219039021
7611 BELMONT AVE	Detached dwelling	1.5 Sty W/Bsmt	1952	1,215	7500 Sq Ft	10/13/2004	$169,500	$169,960	04121201074470
7610 POPLAR AVE	Townhouse end	2 Sty W/Bsmt	1939	928	1 Site	05/04/2004	$95,000	$96,820	04121220080740

The condition of the property at the date of sale and time of valuation are important factors for sales analysis. For more information please refer to the enclosed brochure "Area Sales Analysis Listing"

Assessors Work Sheet — Building Data 3 — Residential Property

1/9/81 55

		AGE	GRADE	CONST.		STORY				TYPE	
Type	1½ STY BASM.										
Grade	A ✓	X	3	6	—	1	5	0	—	—	A

Year Built 25/1973 Physical Condition

Exterior

Foundation BLK

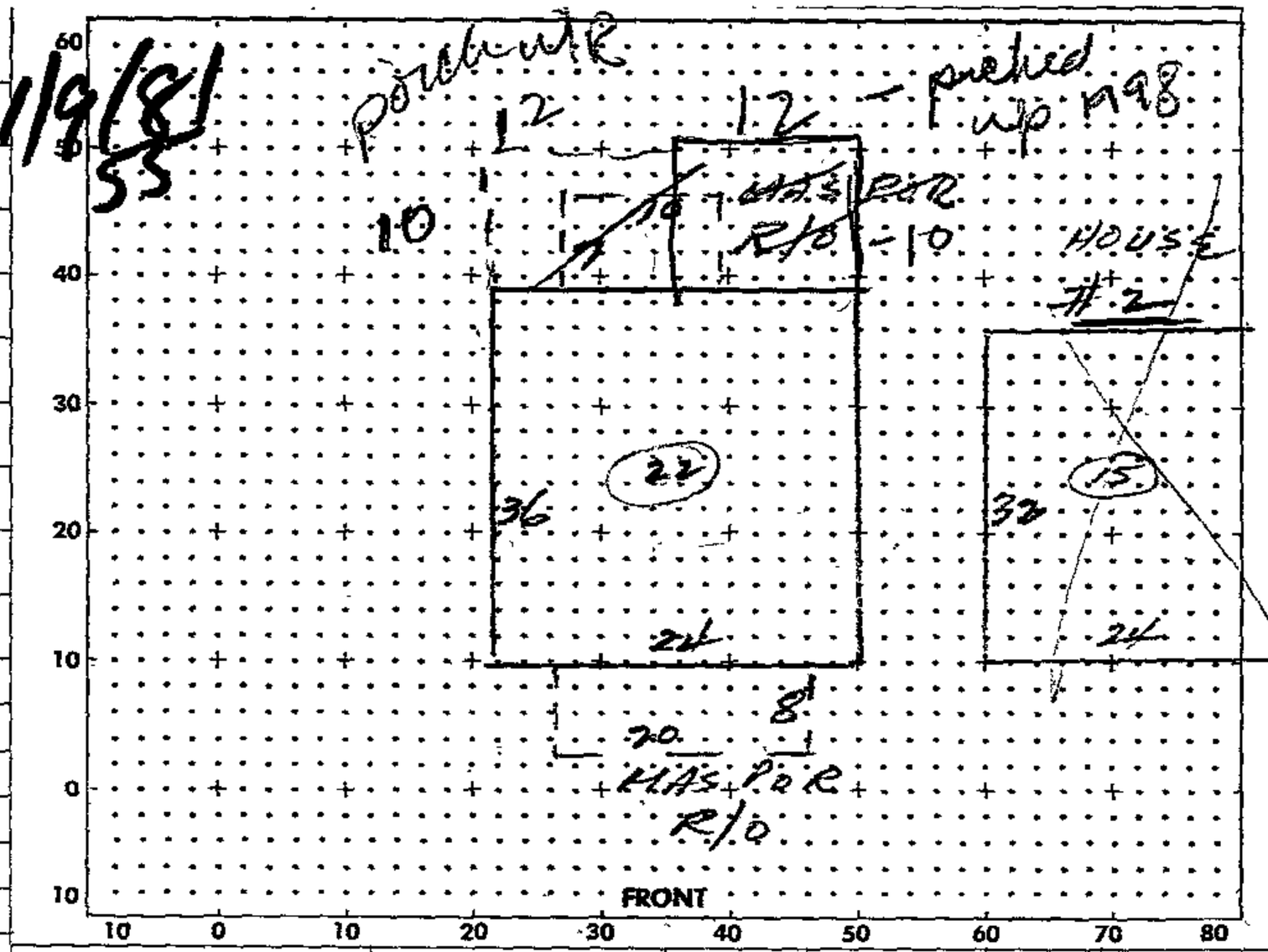
Basement FULL

Walls STUCCO - ASBSH. GABLE

Roof ASPSH - GABLE

Interior	Base	1st.	2nd.	3rd.	Attic
Floors	PINE	PINE			
Partitions		PL	PL		
No. Baths		1			
Fireplaces	—				
No. Rooms		5	3		

Person Interviewed: OWNER / TENANT / OTHER / TELEPHONE / LEFT CARD — Date ____ By ____ Date ____ By ____



Service

Heating (Type)/Air Cond. CHA - OIL BRTRIM 24X10 417

Other/Flat Charges Etc. DORMERS - 2-8' = ~~800~~ 640

PORCH = 840

PORCH = 385 / 2025

	Dimensions	Perim.	Sq. Ft.	Ht.	Cu. Ft.
Main Sec.	24 x 36	120	864	22	19008
Addnl. Sec. #2	24 x 32	112	768	15	11520
SEE 2nd CARD for #2					

SUMMARY OF VALUATION

BUILDING	YR.	YR.	1975-76	1976-77
Dwelling	6900		10450	10450
Hse #2	2650		6550	6550
TOTAL	9550		17000	17000

ADDITIONAL NOTES:

Building Data	Page	Rate	Base Value	Other Charges	TOTAL	INDEX	Reprod. Cost	Depr.	VALUE	Assessment
#1 MAIN DWELLING	RA-13	.863	16403	2025	18428	1.512	27864	25%	20898	10445
#2 DWELLING	RA-3	.943	10863	—	10863	1.512	16425	20%	13140	6550
#1	G3-8	19.09	16416	2282	18698	1.723	32216	35% ~~20%~~	20940 ~~25773~~	10450 ~~12900~~
#2	G3-2	13.63	10467		10467	1.723	18036	15%	15330	7650
74-80 Add. Depre & Dilapidated roof (48)	Hse #1 based on incompl. BSMT									20550

YEAR 1975 TOTAL ~~17000~~

Building Data	INDEX	Reprod. Cost	Depr.	VALUE	Assessment	INDEX	Reprod. Cost	Depr.	VALUE	Assessment	INDEX	Reprod. Cost	Depr.	VALUE	Assessment
MAIN DWELLING															
YEAR			TOTAL			YEAR			TOTAL		YEAR			TOTAL	

WOOTEN L C. 7428 POPLAR AVE. 21222	Property Number 12-23-075780	Dist. 12	Map 96	Block 22	Parcel 204	Use R	Area	Card Number 1606 A	rd Number 2 of 2.

Assessors Supplement Worksheet

Building Data

		AGE	Grade	CONST.		STORY				TYPE	
Type	1 Sty, NO BASEMENT										
Grade	A	X	3-	1	—	1	0	5	—	—	A

Year Built 1960 4/66 Physical Condition

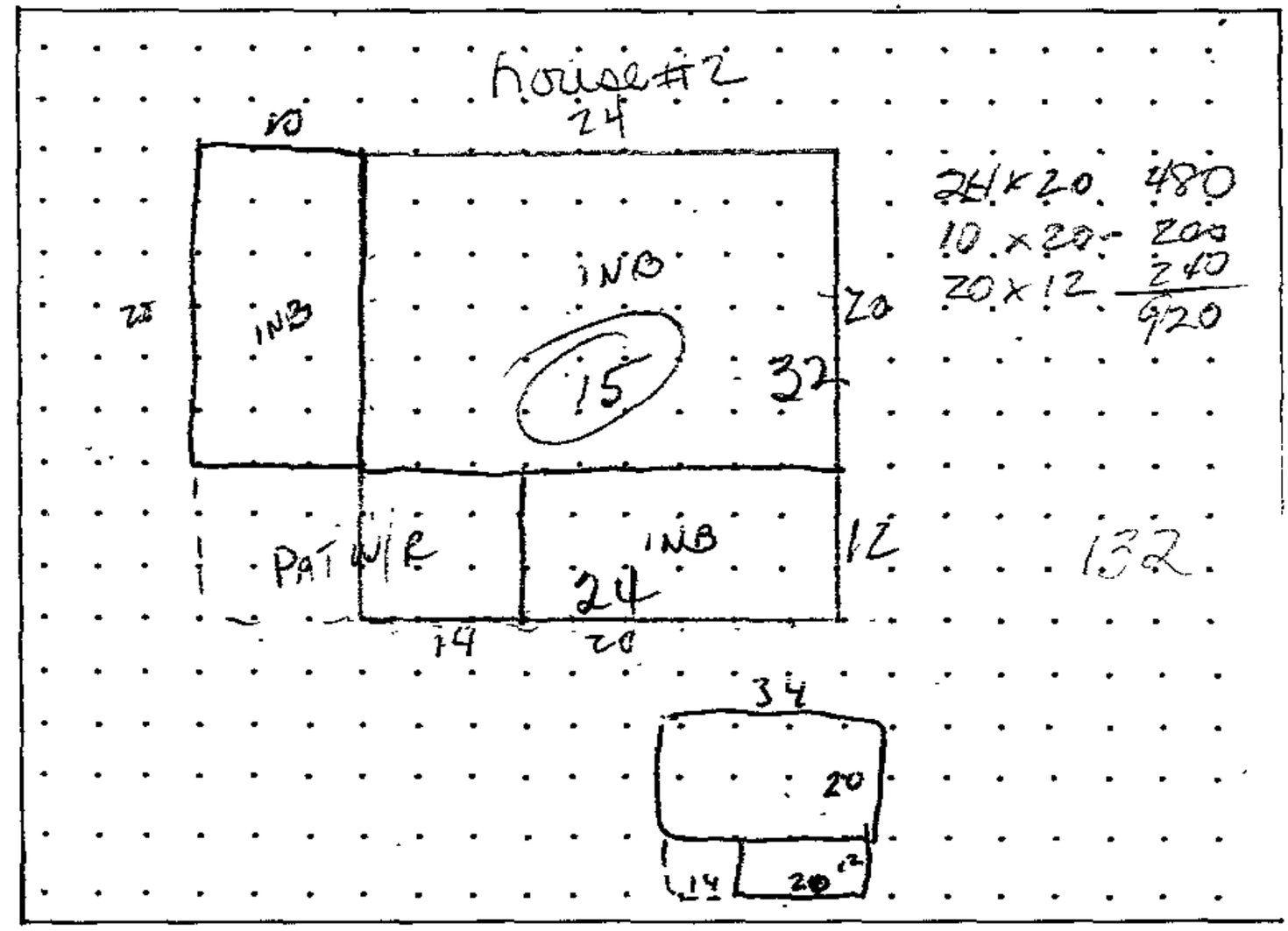
Exterior		Interior	Base	1st.	2nd.	3rd.	Attic
Foundation	Conc	Floors		TILE			
Basement	SLAB	Partitions					
Walls	Asb. Shing.	No. Baths		1			
Roof	Asph. Shing.	Fireplaces					
		No. Rooms		4			

Service

Heating (Type)/ Air Cond. Gas, A/A - Coil

Other/Flat Charges, Etc. (Additives:)

TOTAL TOTAL



	Dimensions	Perim.	Sq. Ft.	Ht.	Cu. Ft.
Main Sec. #2	24 X 32	112	768	15	11520
Addnl. Sec.					

SUMMARY OF VALUATION

Building Data	Page	Rate	Base Value	Other Charges	TOTAL	Index	Reprod. Cost	Depr.	VALUE	Assessment	Index	Reprod. Cost	Depr.	VALUE	Assessme
MAIN DWELLING															

Building Data	YEAR				TOTAL	YEAR				TOTAL	YEAR				TOTAL
	Index	Reprod. Cost	Depr.	VALUE	Assessment	Index	Reprod. Cost	Depr.	VALUE	Assessment	Index	Reprod. Cost	Depr.	VALUE	Assessme
MAIN DWELLING															

YEAR	TOTAL	YEAR	TOTAL	YEAR	TOTAL

Assessed By	Assessed By	Remarks:
Date	Date	

Card 1 of 2 | ZONED | 12-23-075780 | DIST. 12 | MAP 096 | BLOCK 22 | PARCEL 00204 | USE R | AREA | CARD NUMBER 1606 A

STATE STAMP	CONSIDERATION	CAPITALIZED G. R.	CHECKED BY	STATE STAMP	CONSIDERATION	CAPITALIZED G. R.	CHECKED BY	STATE STAMP	CONSIDERATION	CAPITALIZED G. R.	CHECKED BY
				99.00	30,000	000	RS				

WOOTEN L C
7428 POPLAR AV
BALTIMORE MD 21222

TRANS

WOOTEN, Ira R. Jr & Lois A.
7428 Poplar Avenue
Baltimore, Md. 21222

H

TRANSFER NO.	TRANSFER DATE	LIBER	FOLIO	TRANSFER NO.	TRANSFER DATE	LIBER	FOLIO	TRANSFER NO.	TRANSFER DATE	LIBER	FOLIO
	08/04/47	1587	0124	68420	9/11/75	5565	624				

FROM PRUDENTIAL CO

NAME OF DEVELOPMENT: D EASTERN HEIGHTS

PLAT BOOK-FOLIO: 05:083 | BLOCK NO: | SECTIO

HOUSE NO. 7428 | LOTS 0022 | WS POPLAR AV | FT

ASSESSMENTS SUMMARY	12 12-23-075780 NM		79-80	YEAR 1975-76	YEAR 1976-77	YEAR 1977-78	YEAR 1978-79	YEAR 1979-80
Land	78-79 2,750	1.25	3,435	1750	2185	2400	2750	3435
Improvements	20,550	1.20	24,650	17000	17000	18700	20550	21700
TOTAL	23,300		28,085	18750	19185	21100	23300	25135
Assessed By				35	35		48	
Date				11-13-74	AUG 27 1975		9-30-77	
Actual Cost				PHASE IN	PHASE IN			
Ind. Market								
Reported Income								
Date of Notice			DEC 12 '78	DEC 9 '74	NOV 20 1975	DEC 1 '76	DEC 1 1977	
Protested			01-05-79					
Date of Hearing			02-05-79					
Final Notice								MAR 28 '79
Assessment Change				142791	25561	20920		JRJ 4/4/79
Posted By				EBD 12/9/74	KS 11-17-75	KWilks 10-20-76	123566	

UTILITIES	PUB.	PR
Water		
Sewer		
Gas		
Electric		
STREET		
PAVED		
UNPAVED		
SIDEWALK		
CURB & GUTTER		
TOPOGRAPHY		
LEVEL		
HIGH		
LOW		
ROLLING		
TREND		
UPWARD		
DOWNWARD		
STATIC		
AD VALOREM		
YES ☑ NO ☐		

LAND VALUATION

Acres / Lot No.				YEAR 1973-74		YEAR 1975-76		YEAR		YEAR 82-83		YEAR		YEAR	
50.00/	X 150.00/	Class	Acres	Rate	Value	Rate	Value	Rate	Value	Rate	Value	Rate	Value	Rate	Value
Front Width	Back Width	Homesite	2500	50		70	3500	110	5500	50/240	12000				
Eff. Width 50	Eff. Depth 100	Secondary													
Depth Factor 100%	Cor. Inf. Vac.	Tertiary													
		Other													
ASSESSED VALUE			1750			50% = 1750		2750		12000					

Remarks: **Work Sheet Issued**

JAN 29 1979

ZONED	DIST.	MAP	BLOCK	PARCEL	USE	AREA	CARD NUMBER
D.R. 5.5	12	096	22	00204	R		1606 A

DIST 12 12-23-075780 CARD 01606A BY
SALE PR. $94,000 GR $0
SPANN, WILLIAM J
7428 POPLAR AV
BALTIMORE MD 21224

#38

HL 04 M

TRAN 082339 09/16/87DEED7671-0142

STATE STAMP	CONSIDERATION	CAPITALIZED G.R.	CHECKED BY	STATE STAMP	CONSIDERATION	CAPITALIZED G.R.	CHECKED BY
none	none	0000	mm	262.	52,500	0	nz

WOOTEN, LOIS A
54 CHAPEL TOWNE CIR
BALTIMORE, MD 21236

ROWELL, CHARLOTTE G.
7428 POPLAR AVENUE
BALTIMORE, MD 21224

TRANSFER

TRANSFER NO.	TRANSFER DATE	LIBER	FOLIO	TRANSFER NO.	TRANSFER DATE	LIBER	FOLIO
59542	06/25/82	6407	160	63137	10-20-82	6445	757

FROM CUTEN L

HOUSE NO 7428 LOTS 0022 WS POPLAR AV FT

NAME OF DEVELOPMENT EASTERN HEIGHTS

PLAT BOOK-FOLIO 05:083 BOOK NO. SECTION

12 · 01 · 04

17894

FULL VALUE SUMMARY GROUP-3		YEAR 1981-82 FCV	YEAR 1982-83 FCV	YEAR 1985-86 FCV	YEAR 1988-89 FCV	YEAR 1991-92 FCV	YEAR	YEAR	YEAR
Land	3,435	6,870	12,000	13750	15750	23960			
Buildings (other)	21,700	43,400	57880	63300	77620	85240			
TOTAL	25,135	50,270	69,880	77050	93370	109200			
Assessed By			55	48	76	72			
Date			9-4-81	2-1-84	7/8/87	4-6-90			
Date of Notice			DEC 7 1981	DEC 04 1984	DEC 03 1987		BASE for Cert.		
New Owner Notice							21400		
Protested							60580		
Date of Hearing							8,980		
Final Notice									
Higher Appeal									
Value Changed	#17894		34084	19666	21934				
Posted By			KG	gm	dc				
						KEY PUNCHED			

LAND VALUATION

Acres/Lot Size		Class	Acres	YEAR 82 83 Rate	Value	YEAR 1985-86 FCV Rate	Value	YEAR 1988-89 FCV Rate	Value	YEAR 1991-92 FCV Rate	Value	YEAR Rate	Value
50.00/ X 150.00/	7500 ⊥												
Effective Frontage		Homesite		50/240	12000	275	13750	65/240	15000	44/535	21400		
Effective Depth		Secondary						150/160	750	250/11	2250		
Depth Factor		Tertiary							15750	125%/25	312		
Vacancy Allowance		Other											
Land Valuation					12000		13750				23960		

Utilities	Pub	Private
Water		
Sewer		
Gas		
Electric		
STREET		
Paved		
Unpaved		
Sidewalk		

Remarks

ASSESSORS WORK SHEET

BUILDING DATA

1. TYPE DWELLING

1 story	✓	Full Bsmt	
1½ story		Part Bsmt	
2 story		Crawl	
2½ story		Slab	✓
Split Level		Pastor Pier	
Split Foyer			
Semi-Det.		Finished Area	
End Group		Sq. Ft.	
Inside Group			

2. EXTERIOR WALLS

Brick		Asbestos SH	✓
Frame		Alum/Vinyl/SH	
Stone		Block/Stucco	

3. ROOF STRUCTURE

Gable		Gambrel	
Hip		Mansard	
Flat			
Dormers			

4. ROOF COVER

Asphalt Sh.	✓	Wood Shingle	
Slate		Metal	
Tile		Built up	

5. ATTIC

Blind		Unfin	
Expandable		Finished	
Finished Area			

6. OWNER OCCUPIED

Y | N

7. SPECIAL FEATURES

8. REMARKS

9. YEAR BUILT

1964

10. HEATING

Circ Hot Air	✓
Hot Water	
Radiant	
Gravity Hot Air	
Floor/Pipeless	
Electric	
Heat pump	
Solar	

11. AIR CONDITION

12. PLUMBING

	B	1	2
Full Bath		1	
½ Bath			
Extra Fixt.			

13. FIREPLACE

14. INTERVIEW

Owner	
Tenant	
Leftcard	
Date	
Assessor	
Date	
Assessor	
Date	
Assessor	
Date	
Assessor	
Date	
Assessor	

15. STRUCTURE CODE

Style	Grade	Constr		Story		Type

16. GRADE

1	2	3	4	5	6	7	8

17. CONDITION

1	2	3	4	5	6	7

18. OTHER CHARGES

TYPE	Size No.	Rate	Amount
Base Room			
Dormers			
Attic Room			
Heat			
Air Cond.			
Full Bath			
½ Bath			
Fireplace			
Att. Garage			
Att. Carport			
Porch			
TOTAL			

19. ACCESSORY STRUCTURES

Type	Amount
TOTAL	

Home #2

FRONT

21. DIMENSION	PAGE	STY	PER	SQ. FT.	RATE	BASE VALUE
24x32	3-2	1	112	768	13.63	10467

20. SUMMARY OF VALUE

	YEAR 19 82-83	19	19	19	19
Base Value	10467				
Other Charges					
Total	10467				
Building Cost Index	2.639				
Replacement cost	27624				
Depreciation	15%				
Value less Dep'n	23480				
Accessory structures					
TOTAL	23480				
Market Value Index					
Value					
Assessment					

ASSESSORS WORK SHEET

BUILDING DATA — **RESIDENTIA**

1. TYPE DWELLING			
1 story		Full Bsmt	X
1 ½ story	X	Part Bsmt	
2 story		Crawl	
2 ½ story		Slab	
Split Level		Post or Pier	
Split Foyer			
Semi-Det.		Finished Area	
End Group		Sq. Ft.	
Inside Group			

2. EXTERIOR WALLS			
Brick		Asbestos/SH	
Frame	X	Alum/Vinyl/SH	
Stone		Block/Stucco	

3. ROOF STRUCTURE			
Gable	X	Gambrel	
Hip		Mansard	
Flat			
Dormers			

4. ROOF COVER			
Asphalt Sh.	X	Wood Shingle	
Slate		Metal	
Tile		Built up	

5. ATTIC			
Blind		Unfin	
Expandable		Finished	
Finished Area			

6. OWNER OCCUPIED Y N

7. SPECIAL FEATURES Back Porch
93 wouldn't answer questions about 2nd Hse

8. REMARKS Leaks, water in [illegible]
Bath At cond

9. YEAR BUILT	1941
10. HEATING	
Circ Hot Air	
Hot Water	
Radiant	
Gravity Hot Air	
Floor/Pipeless	
Electric	
Heat pump	
Solar	
11. AIR CONDITION	

12. PLUMBING	B	1	2
Full Bath			
½ Bath			
Extra Fixt.			
13. FIREPLACE			

14. INTERVIEW					
Owner	✓				
Tenant					
Leftcard			Y		
Date	9-6-83				
Assessor	TS				
Date	9/25/86				
Assessor	76				
Date	1-24-90				
Assessor	72				
Date	4.14.93				
Assessor	MR 98				
Date					
Assessor					

15. STRUCTURE CODE

Style	Grade	Constr		Story				Type	
X	3	1	-	1	5	0	-	-	A

16. GRADE

1	2	(3)	4	5	6	7	8

17. CONDITION

1	2	3	4	5	6	7

18. OTHER CHARGES

TYPE	Size No.	Rate	Amount	
Base Room				
Dormers 16' @ 40.00			640	640
Attic Room Pan 230 @			540	1242
Heat Bnltn 240 @ 1.74				417
Air Cond.				
Full Bath				
½ Bath				
Fireplace				
Att. Garage				
Att. Carport				
Porch 230 # @ 5.00			1150	1299
BRICK TRIM 240 # @ 1.74			417	
TOTAL			2207	

19. ACCESSORY STRUCTURES

Type	Amount
house #2	23480
same '93	
TOTAL	23480

20. SUMMARY OF VALUE

	19	19	19	1991-92 FCV	19
Base Value	16416	16416	16416		
Other Charges	2207	2299	2299		
Total	18623	18715	18715		
Building Cost Index	2.639	3.116	3.444	3.76	
Replacement Cost	49146	58315	64454	70368	
Depreciation	30%	26	10312	-18	
Value less Dep'n	34400	43153	54141	57702	
Accessory structures	23480	23480	23480	23480	
TOTAL	57880	66633	77621	81182	
Market Value Index		.95	1.00	1.05	
Value		63301	77621	85240	

MS

FRONT

21. DIMENSION	PAGE	STY	PER	SQ. FT.	RATE	BASE VALUE
24X36	3-8	1½	120	864	19.00	16416
						16416

RESIDENTIAL ASSESSMENT CARD BALTIMORE COUNTY

NUMBER	ACCOUNT No.	FOLIO	DISTRICT	TOTAL CARDS IN ACCOUNT	PERSONAL PROPERTY YES	NO	PERSONAL PROPERTY ACCOUNT NO.
1606	75780		12	1			

OWNER: Louise C. Wooton

POST OFFICE ADDRESS: 7428 Poplar Ave. 24

HOUSE NUMBER: 7428

LOTS	DEVELOPMENT	BLOCK	SECTION
22-23	Eastern Hills (550)		C

SIZE OF LOT: ~~100~~ 50 FT. x 150 FT. FRONTS ~~100~~ 50 FT. ON W SIDE OF Poplar Ave 150 N of Edna Ave

ASSESSMENT		1957 ASSESSMENT OCT 24 '56	YEAR		ASSESSED VALUE IN DISTRICT LAND	IMP'S	METROPOLITAN CHARGES SEWER F.F.	SEWER SERVICE	WATER F.F.	SEWER CONNECTION
LAND	950	950	1956		950	5250			22-00	
DWELLING	5650	5650		1957	950	6050				
GARAGE	100	400								
				PRESENT ASSESSMENT APPROVED			TOWSON BENEFIT	TOWSON SEWER		
				ASSESSMENT APPEALED TO						
				APPEAL TAX COURT YEAR REASSESSED / TOTAL						
TOTALS	6700	7000		DEED REFERENCE 1587-124 OCT 25 '56 W.L.L.	DECREASE NO.		YEAR	SIDE WALK	CURB & GUTTER	DATE STARTED
					INCREASE NO. 52-81210					

SEE SUPPLEMENTARY SHEET

TRANSFERRED FROM	DATE	DECREASE NO.	
		INCREASE NO.	
TRANSFERRED TO	DATE	INCREASE NO.	
SEE TRANSFER NO.	DATE POSTED	POSTED BY	
H.O.L.C.	GROUND RENT, NO.	CARDS CHECKED BY	CARDS PUNCHED BY NOV 30 '55 MDR

THE PRICE CO. BALTO.

96 22 204

sc5458_000058_005123-0004.jpg

Obtained in 05

ASSESSMENT SHEET BALTIMORE COUNTY RESIDENTIAL

DISTRICT 12 | ACCOUNT NO. 75780 | FOLIO | NUMBER CARDS IN ACCOUNT

OWNER Louise C. Wooten

P.O. MAILING ADDRESS

PERSONAL PROPERTY YES NO

PERSONAL PROPERTY ACCOUNT NO.

HOUSE NO.

YEAR	LAND	IMP'S	TOTAL BASIS REAL LEVY
1957	950	6050	7000

10/22/57 1958	10/23/57	Increase Land = 250			INCREASE DECREASE	LAND 250			
		Dwelling # 2 = 5200			5V 11340	IMP'S 5200 TOTAL 5450	1958	1200	11250	12450
6-26-64 1964-65	7-10-64 58316	Lot 23 Sec C Eastern Hgts 50 x 150 = 600. & Hse 7426 = 5200. W.F. 11.00			INCREASE DECREASE	LAND 600 IMP'S 5200 TOTAL 5800	1964-65	600	6050	6650
		IRA R. Wooten Jr. & Lois Anne								
4/14/66 196667	4/18/66	Increase Land = 600 " Imps. = 3500		3	INCREASE DECREASE 5V - 17375	LAND 600 IMP'S 3500 TOTAL 4100	196667	1200	9550	10,750
		Dwelling #1 - 6900; House #2 = 2650								
1973-74	3-14-73			4	INCREASE DECREASE	LAND 300 IMP'S 2750 TOTAL 3050	1973-74	1500	12000	13500
		Increase Land = 300 Increase Imps = 2750								
		Improvement rec: Dwelling #1 = 8650 Dwelling #2 = 3650			5V C66 688					

H.O.L.C.	GROUND RENT	REMARKS	INCREASE DECREASE	TOWSON BENEFIT	TOWSON	YEAR	SEWER F.F.	SEWER SERVICE	WATER F.F.	METROPOLITAN CHARGES	YEAR	LAND	IMP'S	TOTAL IN DISTRICT
					1964-65 8.00	1958			22.00		1958	1200	11250	12450
STATE STAMP						1964-65			11.00	DEC 10 '64	1964-65	600	6050	6650
SPECIAL TAX						1965-66	30.00	22.00	11.00	23.70	196667	1200	9550	10,750
DEED REFERENCE						1966-67	30.00	22.00	11.00	44.92	1973-74	1500	12000	13500

SEE SUPPLEMENTARY SHEET

TRANSFERRED FROM

TRANSFERRED TO

INCREASE OR DECREASE NO.

YEAR	SIDEWALK	CURB & GUTTER	DATE STARTED

56-55 WDC-T2532

sc5458_000058_005123-0003.jpg

Obtained in OS

MARYLAND STATE ARCHIVES

Hon. Robert L. Ehrlich, Jr.
Governor
Hon. Michael S. Steele
Lt. Governor
Edward C. Papenfuse, Ph.D.
State Archivist and
Commissioner of Land Patents
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Hall of Records Commission:
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William R. Brody, Ph.D.
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Hon. Thomas V. Mike Miller, Jr.
Christopher B. Nelson
Earl S. Richardson, Ph.D.
Boyd K. Rutherford
Hon. William Donald Schaefer

March 11, 2005

Elizabeth Bailey
7428 Poplar Ave
Baltimore, MD 21224-3229

Dear Ms. Bailey:

Thank you for your inquiry. The Maryland State Archives does hereby certify that the attached reproduction is a true and accurate copy of the following record:

Department of Assessments and Taxation Baltimore County
Assessment Record
MSA T207
Box 50
Description: 1223075780
MSA T207-269

As witness the seal of the Hall of Records Commission of the State of Maryland as authorized by State Government Article, sec. 9-1009, Annotated Code of Maryland, 1984 edition as amended to date.

Sincerely,

Michael G. McCormick
Director of Reference Services

Maryland State Archives 350 Rowe Boulevard, Annapolis, MD 21401-1686 Telephone: 410 260-6400 MD toll free: 800-235-4045 fax: 410 974-2525 tty/voice 800 735-2258
Internet address: http://www.mdsa.net email: ref@mdarchives.state.md.us

182

After recording, return to:
Community Settlement Group, LLC
201 W. Padonia Road, Suite 403
Timonium, MD 21093
410-308-0515
File No. 01-2155

DEED

THIS DEED, made this 23rd day of December, 20 01, by and between William J. Spann, Grantor(s), party(ies) of the first part, and Elizabeth J. Bailey, Grantee(s), party(ies) of the second part.

WITNESSETH, that in consideration of the sum of Five Dollars and 00/100 ($5.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the actual consideration as certified by the parties hereto being ($119,000.00), the said party(ies) of the first part, do(es) hereby grant and convey unto the said party(ies) of the second part, as sole owner, her personal representatives and assigns, in fee simple, all that lot of ground situate in Baltimore County, Maryland, and described as follows, that is to say:

> BEING KNOWN AND DESIGNATED as Lot No. 22, Section C, as shown on a Plat entitled "Plat of Eastern Heights", which Plat is filed among the Land Records of Baltimore County in Plat Book W.P.C. No. 5, folio 83. The improvements thereon being known as No. 7428 & 7428B Poplar Avenue, Baltimore, MD 21224.
>
> BEING the same property which by Deed dated September 3, 1987 and recorded among the Land Records of Baltimore County in Liber 7671, folio 142, was granted and conveyed from Charlotte G. Rowell unto William J. Spann.

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 lot of ground and premises to the said party(ies) of the second part, as sole owner, her personal representatives and assigns, in fee simple.

AND the said party(ies) of the first part hereby covenant(s) that he/she/they has/have not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed, that he/she/they will warrant specially the property hereby granted, and that he/she/they will execute such further assurances of the same as may be requisite.

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

Pcl #7

0016010 250

WITNESS:

William J. Spann

STATE OF Maryland, CITY/COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY that on this 28th day of December, 2001, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared William J. Spann, known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained, and in my presence signed and sealed the same.

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

Notary Public

My Commission Expires: 5/1/04

This is to certify that the within instrument was prepared by or under the supervision of an attorney duly admitted to practice law in the State of Maryland or by one of the parties to the instrument.

Robert A. McFarland, PA

(1) TAX OVI

7671 142 9/87

DEED FEE SIMPLE - INDIVIDUAL GRANTOR - LONG FORM

This Deed, Made This 3rd day of September

in the year one thousand nine hundred and eighty seven by and between

Charlotte G. Rowell

of the County of Baltimore, State of Maryland of the first part, and

William J. Spann

of the second part.

Witnesseth, That in consideration of the sum of Ninety Four Thousand and 00/100----------
----------($94,000.00) Dollars

A RCF 12.00
A TTX 470.00
A DOCS 470.00
DEED 0 #
GH CLERK 952.00
#01728 C003 R01 T09:38
09/16/87

the said party of the first part

do es grant and convey to the said party of the second part, his heirs

personal representatives/~~successors~~ and assigns , in fee simple, all

that lot of ground situate in County of Baltimore, State of Maryland

and described as follows, that is to say

BEING KNOWN AND DESIGNATED as Lot No. 22, Section C, as shown on a Plat entitled "Plat of Eastern Heights", which Plat is filed among the Land Records of Baltimore County in Plat Book W.P.C. No. 5, folio 83.

BEING the same property which by Deed dated October 18, 1982 and recorded among the Land Records of Baltimore County in Liber 6445 folio 757 was granted and conveyed by Lois A. Wooten unto Charlotte G. Rowell, the within Grantor.

TRANSFER TAX
PAID
Rej DATE 9/10/87

STATE DEPARTMENT OF
ASSESSMENTS & TAXATION
Rej 9/10/87
CLERK DATE

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 lot of ground and premises to the said party of the second part, his heirs and assigns, in fee simple.

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

WITNESS the hand and seal of said grantor

Test:

Charlotte G. Rowell (SEAL)
Charlotte G. Rowell

(SEAL)

STATE OF MARYLAND, County of Baltimore to wit:

I HEREBY CERTIFY, That on this 3rd day of September in the year one thousand nine hundred and eighty-seven, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Charlotte G. Rowell

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 her act, and in my presence signed and sealed the same.

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

Notary Public

My Commission expires.

7/1/90

DAVID BENJAMIN PILLRUT
NOTARY PUBLIC
Baltimore Co., MD

FIDELITY TITLE CO., INC.
1777 Reisterstown Road
Commerce Center, West
Suite 212

10/18/82

6115 757

File No. 15900
(Individual Form)

This Deed, Made this 18th day of October in the year one thousand nine hundred and eighty-two by and between LOIS A. WOOTEN, of Baltimore County, in the State of Maryland, of the first part, Grantor, and CHARLOTTE G. ROWELL, of the first part, Grantee.

C RD/F 12.00
C T TX 262.50
C 0003 262.50
DEED 0 H
EHK JR T 537.00
#3142 0001 ROE 715:00
10/20/82

Witnesseth: that in consideration of the sum of Five Dollars, and other valuable considerations, the receipt whereof is hereby acknowledged, the actual consideration this day paid in connection with this conveyance being $52,500.00 this includes the cash payment of $10,500 plus the sum of $42,000, the amount of the Mortgage or Deed of Trust assumed and hereinafter referred to), the said Grantor does hereby grant, convey and assign unto the said party of the second part, her personal representatives

and assigns, in fee simple, all that lot(s) of ground

situate in Baltimore County

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

BEING KNOWN AND DESIGNATED as Lot No. 22, Section C, as shown on a Plat entitled "Plat of Eastern Heights", which Plat is filed among the Land Records of Baltimore County in Plat Book W.P.C. No. 5, Folio 83.

THE IMPROVEMENTS thereon being known as No. 7428 Poplar Avenue.

BEING the same property which by Deed dated June 24, 1982, and recorded among the Land Records of Baltimore County in Liber E.H.K., Jr. No. 6407, Folio 160, was granted and conveyed by Lea R. Wooten, Jr. and Lois A. Wooten, his wife, to Lois A. Wooten.

STATE DEPARTMENT OF ASSESSMENTS & TAXATION
CLERK
DATE 10-20-82

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE
SIGNATURE
DATE 10-20-82

B B004*****78760xa 8203A

party of the second part, her personal representatives and assigns, in fee simple.

And the said Grantor covenants to warrant specially the property hereby granted and conveyed, and to execute such further assurances of said land as may be requisite.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness the hand(s) and seal(s) of the said grantor(s).

WITNESS:

John L. Askew

Lois A. Wooten [Seal]
Lois A. Wooten

[Seal]

State of Maryland, BALTIMORE COUNTY --------, TO-WIT:

I HEREBY CERTIFY, that on this -----18th------ day of October ----------19 82 before me, a Notary Public of the State aforesaid, personally appeared Lois A. Wooten ----------

known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, who signed the same in my presence, and acknowledge that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

John L. Askew

My commission expires: July 1, 1986

Rec'd for record OCT 20 1982 at 3:00 P
Per Elmer H. Kahline, Jr., Clerk
Mail to Rosman Mueller, Jr.
Receipt No. 5 8 12 C.

LIBER 6407 PAGE 160

E DEED-CODE-City or County

PREPARED WITHOUT TITLE EXAMINATION
NSIDERATION, NO STAMPS REQUIRED.

Deed, Made this 25th day of June
'ear one thousand nine hundred and eighty-two , by and between
R. Wooten, Jr. and Lois A Wooten, his wife

ltimore County in the State of Maryland, of the first part, and
is A. Wooten
econd part.

Witnesseth, That in consideration of the sum of five dollars ($5.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, and the actual consideration therefore is $0.00
Ira R. Wooten, Jr. and Lois A. Wooten
grant and convey unto the said Lois A. Wooten, her personal representatives

C RC/F
DEED
EHK JR T
#12107 C001 R02
06

nd assigns, in fee simple, all that lot of ground, situate, lying and being in
ltimore County , aforesaid, and described as follows, that is to say:-

NG KNOWN AND DESIGNATED as Lot No. 22, Section C, as shown on
lat entitled "Plate of Eastern Heights", which Plat is filed among the
l Records of Baltimore County in Plat Book W.P.C. No. 5, folio 83.
IMPROVEMENTS thereon being known as No. 7428 Poplar Avenue.
NG the same property which by Deed dated September 4th 1975 and 5565 624
orded among the Land Records of Baltimore County in Liber J.W.B. No.
7 folio 124, was granted and conveyed by Louise C. Wooten to
R. Wooten, Jr, and Lois A. Wooten, his wife.

Together with the buildings and improvements thereupon erected, made or being and all and eve rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anyw rtaining.

To Have and To Hold the said lot of ground and premises, above described a tioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances a ntages thereto belonging or appertaining unto and to the proper use and benefit of the said

is A. Wooten, her personal representatives,

heirs and assigns, in fee simp

And the said parties of the first part hereby covenant that they have done or suffered to be done any act, matter or thing whatsoever, to encumber the property here eyed; that they will warrant specially the property granted and they will execute such furt rances of the same as may be requisite.

Witness the hand s and seals of said grantor

T:

Lewis R. Griffie
Clerk to Court

Ira R. Wooten, Jr. (SEA
Ira R. Wooten, Jr.

Lois A. Wooten (SEA
Lois A. Wooten

TE OF MARYLAND, County of Baltimore , to wit:

I HEREBY CERTIFY, That on this 25th day of June he year one thousand nine hundred and eighty-two ,before me, the subscrib otary Public of the State of Maryland, in and for Baltimore County aforesa sonally appeared Ira R. Wooten, Jr. and Lois A. Wooten, his wife

[illegible]

Assessed to Maisel Norman V for 1940

TOGETHER with the buildings and improvements thereupon erected made or being and all and every the right alleys ways waters privileges and advantages to the same belonging or anywise appertaining

TO HAVE AND TO HOLD the said lot of ground and premises above described and mentioned and hereby intended to be conveyed together with the rights privileges appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said party of the second part it's successors and assigns in fee-simple

Witness the hand and seal of said Grantor

Test — Charles L Hammond (Seal)

Katherine R Bradley — Treasurer of Baltimore County and Collector of State and County taxes for said County

STATE OF MARYLAND BALTIMORE COUNTY TO WIT

I HEREBY CERTIFY that on this 24th day of July in the year nineteen hundred and forty-seven before me the subscriber a Notary Public of the state of Maryland personally appeared Charles L Hammond Treasurer of Baltimore County and Collector of State and County taxes for said County the within named Grantor and he acknowledged the aforegoing Deed to be his act

As Witness my hand and Notarial Seal

(Notarial Seal)

Katherine R Bradley

Notary Public

Recorded Aug 4 1947 at 3:00 PM & exd per — John W Bishop Clerk

(Recorded by DPS) Exd B K & E

22317 — THIS DEED Made this eighteenth day of July in the year one thousand

Prudential Co — nine hundred and forty-seven by and between The Prudential Company a body

Deed to — corporate duly incorporated under the laws of the State of Maryland of the

Louise C Wooten — City of Baltimore in the State of Maryland of the first part and Louise

US $.85 SS $.55 — C Wooten of Baltimore City in the same State party of the second part

WITNESSETH that in consideration of the sum of Five Dollars ($5.00) and other good and valuable consideration the receipt whereof is hereby acknowledged the said party of the first part doth grant and convey unto the said party of the second part his heirs and assigns in fee simple all that lot of ground situate lying and being in the said Baltimore County aforesaid and described as follows that is to say

THE FOLLOWING LOT OF GROUND as shown and designated on the Plat of Eastern Heights which plat is recorded among the Plat Records of Baltimore County in Plat Book W P C #5 Folio 83 namely Lot No 22 Section C located on Poplar Avenue

BEING one of the lots and parcels of ground described in a Deed from Samuel J Flom and Frieda Flom his wife to The Prudential Company dated June 2 1947 and recorded or intended to be recorded among the land records of Baltimore City prior hereto

TOGETHER with the buildings and improvements thereupon erected made or being and all and every the rights alleys ways waters privileges appurtenances and advantages to the same belonging or anywise appertaining

TO HAVE AND TO HOLD the said lot of ground and premises above described and mentioned

and hereby intended to be conveyed together with the rights privileges appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Louise C Wooten her heirs and assigns in fee simple

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

Test THE PRUDENTIAL COMPANY (SEAL)

(Corporate Seal) By H W Ernest President

STATE OF MARYLAND CITY OF BALTIMORE TO WIT

I HEEBY CERTIFY That on this eighteenth day of July in the year one thousand nine hundred and forty-seven before me the subscriber a Notary Public of the State of Maryland in and for the City aforesaid personally appeared H W Ernest President of The Prudential Company the above named grantor and acknowledged the foregoing Deed to be a Corporate act

As Witness my hand and Notarial Seal

(Notarial Seal)

Gerald G Hartley

Notary Public

Recorded Aug 4 1947 at 10:30 AM & exd per John W Bishop Clerk

(Recorded by DPS) Exd B K & E

22329) THIS DEED Made this 24th day of July in the year one thousand

Equit Tr Co)nine hundred and forty-seven by and between The Equitable Trust

Deed to)Company a corporation duly incorporated party of the first part

Charles F Koppisch et al)and Charles F Koppisch and Virginia H Koppisch his wife of Balti-

US $1.65 SS $1.65)more County State of Maryland parties of the second part

WITNESSETH that in consideration of the sum of Five dollars and other valuable considerations this day paid the receipt whereof is hereby acknowledged the said party of the first part doth hereby grant and convey unto the said parties of the second part as tenants by the entireties the survivor of them their assigns the heirs and assigns of the survivor in fee simple all that lot of ground situate in Baltimore County in the State of Maryland and described as follows that is to say

BEGINNING for the same on the southwestside of Linden Avenue at the distance of three hundred and thirty-six feet southeasterly from the corner formed by the intersection of the southwest side of Linden Avenue with the southwast side of Aigburth Avenue both avenues being fifty feet wide as shown on Plat of Aigburth which plat is recorded among the Land Records of Baltimore County in Plat Book W P C No 7 folio 14 said place of beginning also being at a point in line with the centre of the partition wall between the house erected on the lot now being described and the house erected on the lot adjoining on the northwest and running thence south seventy-six degrees forty-six minutes east binding on the southwest side of Linden Avenue twenty-eight feet thence leaving said avenue and running at right angles thereto south thirteen degrees fourteen minutes west one hundred and seventeen and fifty one hundredths feet to the northeast side of a fifteen foot alley thence north

July 1947

AFFIDAVIT

WE, THE UNDERSIGNED, ARE OPPOSED TO CHANGING THE ZONING TO ALLOW TWO **(2) DWELLINGS** ON A LOT SIZE OF **7500 SQ. FEET**. WE UNDERSTAND THIS DOES NOT COME UNDER THE GRANDFATHER CLAUSE. WE AGREE THAT 7428 POPLAR AVENUE RETURNS TO ITS ORIGINAL PURPOSE AS A GARAGE OR STORAGE.

NAME	ADDRESS	
Doris G. Lepwood	7430 Poplar Ave	44 years
Robert L. Lepwood	7430 Poplar Ave	25 yrs
Helen S. Bauer	7415 Belmont Ave	30 yrs
Sterling & Colleen Bauer	37 Jermuter Dr.	N/A Co-owners
William Gattus	7407 Poplar Ave	50-yr 21224
Larry Cox	7602 Poplar Ave	30 yrs
Doris Reith	7505 Poplar Ave	49 yrs
Bruce P. O'Connor	7507 Poplar	47 years
Vasilios G. Argyrios	7420 Poplar Ave.	25 yr
Charlotte Gattus	7407 Poplar Ave	7 yrs
Anita Collourfine	7404 Poplar Ave	21224
Shirley Delos	7402 Poplar Ave.	24 yrs.
Cecelia Ruth	7400 Poplar ave.	21224

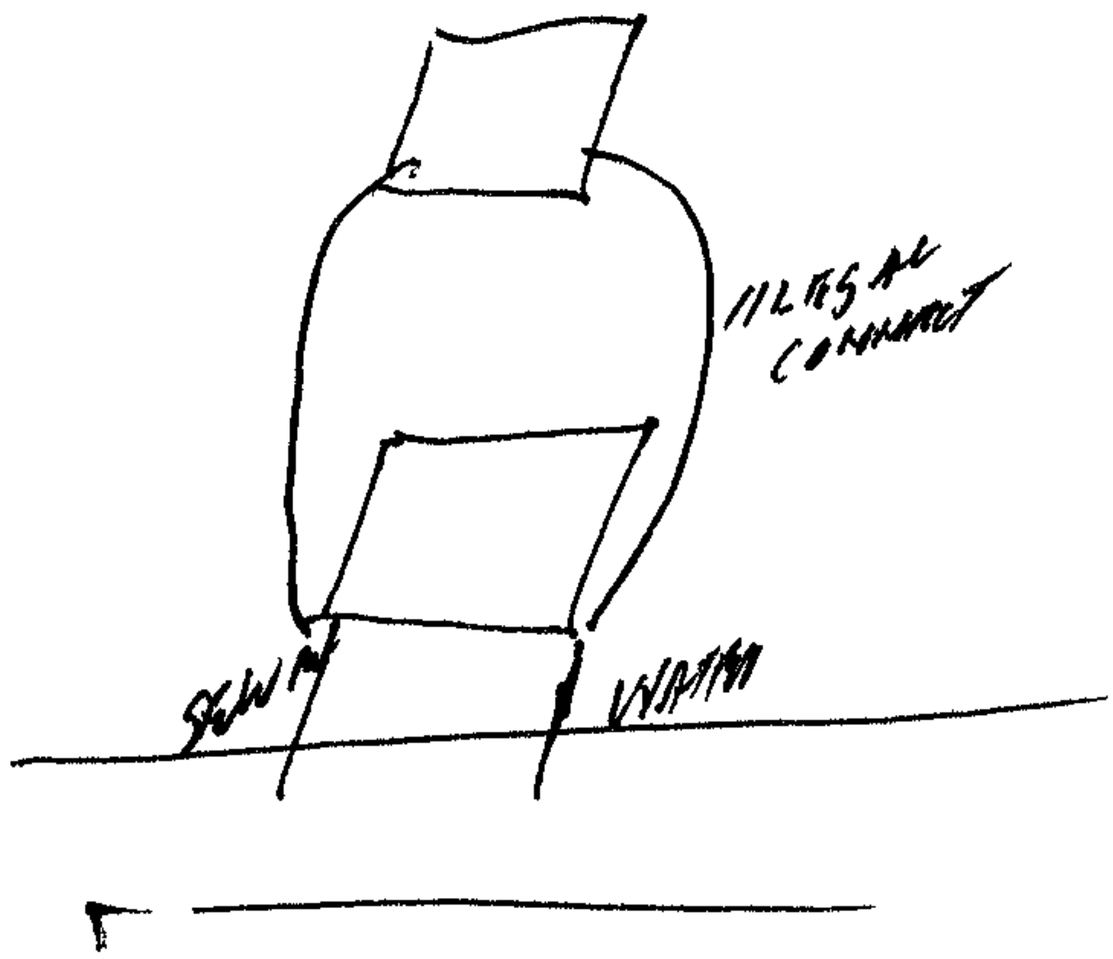
Pro ~~Pet~~ #1

AFFIDAVIT

WE, THE UNDERSIGNED, ARE OPPOSED TO CHANGING THE ZONING TO ALLOW TWO **(2) DWELLINGS** ON A LOT SIZE OF **7500 SQ. FEET**. WE UNDERSTAND THIS DOES NOT COME UNDER THE GRANDFATHER CLAUSE. WE AGREE THAT 7428 POPLAR AVENUE RETURNS TO ITS ORIGINAL PURPOSE AS A GARAGE OR STORAGE.

NAME	ADDRESS
Mary E. Solomon	7414 Poplar Ave 21224
Andrew A. Solomon	7414 Poplar Ave. 21224
Carol York	7416 Poplar Ave 21224
Anna M Petrosaro	7410 Poplar
Mary J. Mallon	615 Old North St Rd.
Nina DeCandis	7508 Belmont Ave 21224 36 YRS
John DeCARDis	7508 Belmont Ave 21224 36 YRS
Fran Goldsmith	7512 Belmont Ave 30 yrs
Karen French	7521 Belmont Ave.
Martin French	7521 Belmont Ave. (14 yrs.)
Anna Stockman	7519 Belmont Ave 21224 60 YRS
" "	7517 " "
Lilo Ruiz	7434 Poplar Ave 21224

BOTH ON 1 METER
#2 HOO TO #1 HOO & PERMIT
1 5/8 IN CONNECTION COMING IN
SEWER 6 DIAMETER
ON BEORO ONLY 1 PERMIT
FOR WATER AND SEW 65



PAGE #2

BELMONT, POPLAR AND CARSON AVENUES
SANITARY SEWER EXTENSION

CONTRACT BIDS HAVE BEEN RECEIVED FOR THE CONSTRUCTION OF SANITARY SEWERS IN BELMONT, POPLAR AND CARSON AVENUES WHICH WILL PROVIDE SEWERAGE SERVICE TO SEVENTY-FOUR DWELLINGS. UNDER THIS CONTRACT, HOUSE NUMBERS 7400 - 7603 ON POPLAR AVENUE, 7397 - 7519 ON BELMONT AVENUE AND 7500 - 7603 CARSON AVENUE WILL BE SERVED.

CONSTRUCTION OF THIS SYSTEM IS EXPECTED TO BEGIN IN JUNE. BARRING ANY CONSTRUCTION DIFFICULTIES, PROPERTY OWNERS WILL BE ABLE TO APPLY FOR CONNECTION TO THE SYSTEM ON OR ABOUT AUGUST 15, 1964.

THE COST OF THIS CONSTRUCTION IS $93,352. IT INCLUDES THE LATERAL SYSTEM AND CONNECTIONS FOR DWELLINGS TO THE PROPERTY LINE. THE FINANCING IS DETERMINED AS FOLLOWS:

LATERAL SYSTEM - THE COST OF SEWER MAINS WHICH ABUT AND SERVE RESIDENTIAL PROPERTY. THE PROPERTY OWNER IS RESPONSIBLE FOR THIS ELEMENT, THE COST OF WHICH IS RECAPTURED BY THE FOLLOWING CHARGES:

A. FRONT FOOT ASSESSMENT - A CHARGE OF $.60 PER FOOT FOR THE EQUIVALENT PROPERTY FRONTAGE.

B. CONNECTION - A CHARGE OF $150, REPRESENTING THE COST OF A CONNECTION FROM THE MAIN TO THE PROPERTY LINE.

C. DEFICIT - THE FRONT FOOT ASSESSMENT IS NOT SUFFICIENT TO FINANCE THE TOTAL CONSTRUCTION COST AND THE PROPERTY OWNERS WILL BE RESPONSIBLE FOR A CHARGE OF $1.69 PER FOOT FOR THE EQUIVALENT PROPERTY FRONTAGE.

Pro #3

BELMONT, POPLAR AND CARSON AVENUES

SANITARY SEWER EXTENSION

ALLOCATION OF CONSTRUCTION COSTS

TOTAL CONSTRUCTION COSTS		$93,352
PROPERTY OWNER RESPONSIBILITY		
FRONT FOOT ASSESSMENTS	$61,670	
DEFICIT	10,392	
CONNECTION CHARGES	11,100	83,162
COUNTY RESPONSIBILITY		$10,190

METROPOLITAN CHARGES
POPLAR, BELMONT AND CARSON AVENUES
SANITARY SEWER SYSTEM

Description	Assessable Frontage	Annual Assessment	Deficit	Connection Charges Property	Connection Charges Area	Total	Annual Repayment Ten Years	Annual Repayment Forty Years	Annual Payment All Charges Forty Years
POPLAR AVENUE									
7428	50'	$ 30.00	$ 84.50	$150.00	$210.00	$444.50	$ 60.39	$22.46	$52.46
7430	50'	30.00	84.50	150.00	210.00	444.50	60.39	22.46	52.46
7500	150'	90.00	253.50	150.00	210.00	613.50	83.36	31.00	121.00
J.J.Alcamo	50'	30.00	84.50	-	-	84.50	11.48	4.27	34.27
7502	100'	60.00	169.00	150.00	210.00	529.00	71.88	26.73	86.73
7503	50'	30.00	84.50	150.00	210.00	444.50	60.39	22.46	52.46
7505	50'	30.00	84.50	150.00	210.00	444.50	60.39	22.46	52.46
C.H.Jones	50'	30.00	84.50	-	-	84.50	11.48	4.27	34.27
7506	50'	30.00	84.50	150.00	210.00	444.50	60.39	22.46	52.46
7507	50'	30.00	84.50	150.00	210.00	444.50	60.39	22.46	52.46
7509	50'	30.00	84.50	150.00	210.00	444.50	60.39	22.46	52.46
J.Powell,Sr.	100'	60.00	169.00	-	-	169.00	22.96	8.54	68.54
7600	50'	30.00	84.50	150.00	210.00	444.50	60.39	22.46	52.46
7601	150'	90.00	253.50	150.00	210.00	613.50	83.36	31.00	121.00
7603	50'	30.00	84.50	150.00	210.00	444.50	60.39	22.46	52.46

METROPOLITAN CHARGES

POPLAR, BELMONT AND CARSON AVENUES

SANITARY SEWER SYSTEM

Description	Assessable Frontage	Annual Assessment	Deficit	Connection Charges Property	Connection Charges Area	Total	Annual Ten Years	Repayment Forty Years	Annual Payment All Charges Forty Years
POPLAR AVENUE									
7400	41'	$ 24.60	$ 69.29	$150.00	$210.00	$429.29	$ 58.33	$21.69	$46.29
7402	51'	30.60	86.19	150.00	210.00	446.19	60.62	22.54	53.14
7404	50'	30.00	84.50	150.00	210.00	444.50	60.39	22.46	52.46
7406	50'	30.00	84.50	150.00	210.00	444.50	60.39	22.46	52.46
7407	229'	137.40	387.01	150.00	210.00	747.01	101.50	37.74	175.14
7408	50'	30.00	84.50	150.00	210.00	444.50	60.39	22.46	52.46
7409	50'	30.00	84.50	150.00	210.00	444.50	60.39	22.46	52.46
7410	50'	30.00	84.50	150.00	210.00	444.50	60.39	22.46	52.46
7411	50'	30.00	84.50	150.00	210.00	444.50	60.39	22.46	52.46
7412	50'	30.00	84.50	150.00	210.00	444.50	60.39	22.46	52.46
7414	50'	30.00	84.50	150.00	210.00	444.50	60.39	22.46	52.46
7416	50'	30.00	84.50	150.00	210.00	444.50	60.39	22.46	52.46
7418	50'	30.00	84.50	150.00	210.00	444.50	60.39	22.46	52.46
7420	50'	30.00	84.50	150.00	210.00	444.50	60.39	22.46	52.46
7424	100'	60.00	169.00	150.00	210.00	529.00	71.88	26.73	86.73
7426	50'	30.00	84.50	150.00	210.00	444.50	60.39	22.46	52.46

METROPOLITAN CHARGES
POPLAR, BELMONT AND CARSON AVENUES
SANITARY SEWER SYSTEM

Description	Assessable Frontage	Annual Assessment	Deficit	Connection Charges Property	Connection Charges Area	Total	Annual Ten Years	Annual Payment Repayment Forty Years	Annual Payment All Charges Forty Years
BELMONT AVENUE									
7397	64'	$ 38.40	$108.16	$150.00	$210.00	$468.16	$ 63.61	$23.65	$62.05
7399	50'	30.00	84.50	150.00	210.00	444.50	60.39	22.46	52.46
7400	45'	27.00	76.05	150.00	210.00	436.05	59.25	22.03	49.03
7401	50'	30.00	84.50	150.00	210.00	444.50	60.39	22.46	52.46
7403	50'	30.00	84.50	150.00	210.00	444.50	60.39	22.46	52.46
7404	101'	60.60	170.69	150.00	210.00	530.69	72.10	26.81	87.41
7405	50'	30.00	84.50	150.00	210.00	444.50	60.39	22.46	52.46
7406	145'	87.00	245.05	150.00	210.00	605.05	82.21	30.57	117.57
7407	50'	30.00	84.50	150.00	210.00	444.50	60.39	22.46	52.46
M.Resavage	50'	30.00	84.50	-	-	84.50	11.48	4.27	34.27
7410	75'	45.00	126.75	150.00	210.00	486.75	66.13	24.59	69.59
7411	150'	90.00	253.50	150.00	210.00	613.50	83.36	31.00	121.00
7412	100'	60.00	169.00	150.00	210.00	529.00	71.88	26.73	86.73
7413	100'	60.00	169.00	150.00	210.00	529.00	71.88	26.73	86.73
F.A.Smith	50'	30.00	84.50	-	-	84.50	11.48	4.27	34.27
7416	50'	30.00	84.50	150.00	210.00	444.50	60.39	22.46	52.46
J.E.Smith	150'	90.00	253.50	150.00	210.00	613.50	83.36	31.00	121.00
P.Kellner	100'	60.00	169.00	-	-	169.00	22.96	8.54	68.54
J.Benigar	50'	30.00	84.50	-	-	84.50	11.48	4.27	34.27
J.O.L.Anderson	50'	30.00	84.50	-	-	84.50	11.48	4.27	34.27
7505	50'	30.00	84.50	150.00	210.00	444.50	60.39	22.46	52.46

METROPOLITAN CHARGES

POPLAR, BELMONT AND CARSON AVENUES

SANITARY SEWER SYSTEM

Description	Assessable Frontage	Annual Assessment	Deficit	Connection Charges Property	Connection Charges Area	Total	Annual Repayment Ten Years	Annual Repayment Forty Years	Annual Payment All Charges Forty Years
CARSON AVENUE									
7520	100'	$ 60.00	$169.00	$150.00	$210.00	$529.00	$71.88	$26.73	$86.73
7522	100'	60.00	169.00	150.00	210.00	529.00	71.88	26.73	86.73
F.Tarburton	70'	42.00	118.30	-	-	118.30	16.07	5.98	47.98
7524	60'	36.00	101.40	150.00	210.00	461.40	62.69	23.31	59.31
7525	110'	66.00	185.90	150.00	210.00	545.90	74.17	27.58	93.58
7526	80'	48.00	135.20	150.00	210.00	495.20	67.28	25.02	73.02
7527	40'	24.00	67.60	150.00	210.00	427.60	58.10	21.60	45.60
7528	40'	24.00	67.60	150.00	210.00	427.60	58.10	21.60	45.60
7529	40'	24.00	67.60	150.00	210.00	427.60	58.10	21.60	45.60
7530	40'	24.00	67.60	150.00	210.00	427.60	58.10	21.60	45.60
7531	40'	24.00	67.60	150.00	210.00	427.60	58.10	21.60	45.60
7600	60'	36.00	101.40	150.00	210.00	461.40	62.69	23.31	59.31
7601	40'	24.00	67.60	150.00	210.00	427.60	58.10	21.60	45.60
7602	40'	24.00	67.60	150.00	210.00	427.60	58.10	21.60	45.60
7603	40'	24.00	67.60	150.00	210.00	427.60	58.10	21.60	45.60

METROPOLITAN CHARGES
POPLAR, BELMONT AND CARSON AVENUES
SANITARY SEWER SYSTEM

Description	Assessable Frontage	Annual Assessment	Deficit	Connection Charges Property	Connection Charges Area	Total	Annual Repayment Ten Years	Annual Repayment Forty Years	Annual Payment All Charges Forty Years
BELMONT AVENUE									
H.G.Perring	50'	$ 30.00	$ 84.50	$ -	$ -	$ 84.50	$ 11.48	$ 4.27	$ 34.27
J.Flemings	50'	30.00	84.50	-	-	84.50	11.48	4.27	34.27
M.Lijewski	50'	30.00	84.50	-	-	84.50	11.48	4.27	34.27
7509	50'	30.00	84.50	150.00	210.00	444.50	60.39	22.46	52.46
7511	50'	30.00	84.50	150.00	210.00	444.50	60.39	22.46	52.46
7512	50'	30.00	84.50	150.00	210.00	444.50	60.39	22.46	52.46
7513	50'	30.00	84.50	150.00	210.00	444.50	60.39	22.46	52.46
7514	105'	63.00	177.45	150.00	210.00	537.45	73.02	27.15	90.15
7516-18	130'	78.00	219.70	300.00	420.00	939.70	127.68	47.48	125.48
7517-19	100'	60.00	169.00	300.00	420.00	889.00	120.79	44.91	104.91
7515	50'	30.00	84.50	150.00	210.00	444.50	60.39	22.46	52.46
CARSON AVENUE									
7500	81'	48.60	136.89	150.00	210.00	496.89	67.52	25.10	73.70
7501	140'	84.00	236.60	150.00	210.00	596.60	81.06	30.14	114.14
7502	60'	36.00	101.40	150.00	210.00	461.40	62.69	23.31	59.31
W.E.Cross	280'	168.00	473.20	-	-	473.20	64.29	23.91	191.91
7504	60'	36.00	101.40	150.00	210.00	461.40	62.69	23.31	59.31
W.E.Cross	80'	48.00	135.20	-	-	135.20	18.37	6.83	54.83
H.H.Savage	80'	48.00	135.20	-	-	135.20	18.37	6.83	54.83
7519	100'	60.00	169.00	150.00	210.00	529.00	71.88	26.73	86.73

Standard Contract of Sale

Approved by Real Estate Board of Greater Baltimore

R.E.B. No. 1
As Amended 6/1/61.

HALLMARK, INC.
2202 Maryland Ave.
Baltimore, Maryland

MU - 5-2200 Lenhard

In Co-operation with Acron Realty Co., Inc.

This Agreement of Sale, made this 19th day of July nineteen hundred and Sixty two, between Arthur E. Wiggins and Shirley Y. Wiggins, his wife, Seller, and Thomas J. Kern and Doris A. Kern, his wife, Buyer.

Witness that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in Baltimore County, State of Maryland, consisting of a dwelling on a lot approximately 50 feet by 150 feet, more or less, known as 7430 Poplar Avenue subject to an existing annual ground rent of $60.00 per annum redeemable at 6% in accordance with existing Law; said sale includes all present fixtures and improvements thereon

It is agreed that if leveling cannot be obtained all monies on deposit shall be refunded. A.E.W. S.Y.W. T.J.K.

at and for the price of Eleven Thousand Nine Hundred - - -

SARATOGA 7-4456

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE

THE ROGERS BUILDING, 113 EAST BALTIMORE STREET
BALTIMORE 2, MARYLAND

App. No. 50981 Date October 29, 1962

MEMORANDUM OF SETTLEMENT

SALE ~~MORTGAGOR~~ made by Arthur E. Wiggins
to Thomas Joseph Kern & Doris Ann Kern - wife
Property Leasehold Lot 21 Sec C Estern Heights Adjustment made to October 29, 1962
K/A 7L3D Poplar Avenue Baltimore County, Maryland

CREDIT THE SELLER ~~THE MORTGAGOR~~				
Amount of purchase price ~~mortgagor~~			11900	00
1962 taxes paid in advance 2 months 1 days			28	45
Interest on purchase money months days				
House rent months days				
			11928	45
DEDUCT FROM SELLER:				
Cash paid on account	400	00		
Revenue Stamps U. S. 6.60 Md. 13.20	19	80		
1962 taxes (current year) 168.37 months Paid days				
1962 water rent (current year) Adj. Between months Parties days				
Ground rent (current period) months 29 days	4	83		
House rent months days				
½ Transfer Tax Per Contract	44	62		
Total Deductions	469	25		
*Gross Amount Due Seller			11459	20
ITEMS DUE BY SELLER: THE MORTGAGOR:				
Mortgage and interest thereon				
Mortgage and interest thereon				
Recording release of mortgage				
Judgments and costs and interest thereon				
Liens for paving Footway or Alley				
Total Deductions				
NET BALANCE DUE SELLER				
COSTS:				
Fee for title examination	144	00		
Fee for preparation of papers	20	00		
Fire insurance Placed By Purchasers (FP)				
Notary fees	2	00		
Loan Service Charge 1%	115	00		
Committee fee				
Judgment Report	11	25		
Lien Report	3	00		
Revenue Stamps U. S. 13.20 Md. 26.40	39	60		
Recording Deed & Mortgage	17	50		
Dirator of Finance Transfer Tax	89	25		
2 Months FHA INsurance Premiums	9	50		
Interest on 11500.00 2 Days @ 5½%	3	35		
Survey	35	00		
FIXED EXPENSES TO MORTGAGEE:				
Proportion of current expenses due this date, deposited with Mortgagee: Taxes 100.00 Ground Rent 10.00 Insurance 4.00	114	00		
TOTAL COSTS AND EXPENSES			603	45
*GROSS AMOUNT DUE SELLER			11459	20
AMOUNT DUE BY PURCHASER			12062	65
AMOUNT OF MORTGAGE LOAN Vermont Federal Savings & Loan Assn.			11500	00
BALANCE TO BE PAID BY PURCHASER—TO MORTGAGOR			562	65
FIRE INSUR.			31	28
			593	93

INFORMATION:

Monthly payments start December 1, 1962
Principal and interest 69.00
F.H.A. Insurance 4.75
Expenses 22.25
Monthly payments 96.00

VERMONT FEDERAL SAVINGS & LOAN ASSN.
THE SUN BUILDING
BALTIMORE & CHARLES STREETS
BALTIMORE #3, MARYLAND

(over)

FORM 13 10M 6-62 36546

Baltimore County - My Neighborhood

Pro #6

BALTIMORE COUNTY METROPOLITAN DISTRICT

CHARGES EFFECTIVE: Sewer 7-1965 Water 7-1950 Service

Dist. No. 12

DEC 27 1977

Assessment No. 2-28 Sewer Plat No. 62-1129A-10 Water Plat No. 49-336b Plat Ref. 5/83

Street or Road: West Rolphe Avenue Subdivision: Eastern Hgts. Blk. Sect. C Lot 22

House No. 7126 Location: 107.25' SW of North Point Road Vicinity

CLASSIFICATION	Sewer #	Ft.	Amt.	Water #	Ft.	Amt.	Date	Owner: Name and Address	Folio	Deed
Business							7/18/47	Louise C. Wooten	75780	1587/124
Subdivision				50		1.00	9/4/75	Wooten, Ira R., Jr. & Lois A.		5565-624
Small Acreage										
Agricultural										
Remote Area #35	50		30.00							
W. & C. ¾										
TOTALS										

Total Frontage: Deed 50 Ft. Sewer Service Charge

Extinguished Ft. 22.00 27.50

Exempt Ft.

Assessable 50 Ft. Water Service

Pro #5

DE 62-4 [illegible]

Remarks

Date 7-15-[illegible] [illegible] New Construction — Sewer

Sewer Service [illegible] 4-30-65

Sewer Service Charge 12-25-075-150

No.		Fixtures	Units	Date	Permit	Charge
Res.	N.R.		Res.			
1		Lavatory	1	9/19/65	6-14-557	2.00
1		Bath Tub	2			
1		Water Closet	2			
1		Kitchen Sink	2			
		Shower Stall				
1		Laundry Tub	3			
		Totals	11			
J.O.		MH to MH		X @ Sta.		Dept.
Connection to						
Depth @ Prop. Line						Lineal
Notified				Connection made		
Plumber						

WATER SERVICE

Date

App. No.

May 26, 2006
7415 Belmont Ave.
Baltimore, Md. 21224
410-288-1515

Mr. Tim Kotroco:
Room 111
111 Chesapeake Ave.
Towson Md. 21204

Re: Case #06-523

Dear Tim:

I am writing this letter to have my name added as a complainant in the above. Also, please include my son and his wife, Sterling and Colleen Bower.

Enclosed is a picture of the rear of 7418 Poplar Ave. where it adjoins mine. I have requested Mrs. Bailey to clean the area and she did pull some weeds but then tossed them over to my side.
The garage was converted into a dwelling in the mid sixties and has been allowed to be used as rental property for which it was never zoned. Mrs. Bailey has become quite arrogant and seems to think property owners in this area should welcome her and her tenants to do as they please. I am sorry but enough is enough.

Hope you and your family are well and I do appreciate all you have done for me in the past.

Call me.

Sincerely,

Helen

May 26, 2006
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Baltimore, Md. 21224
410-288-1515

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Room 111
111 Chesapeake Ave.
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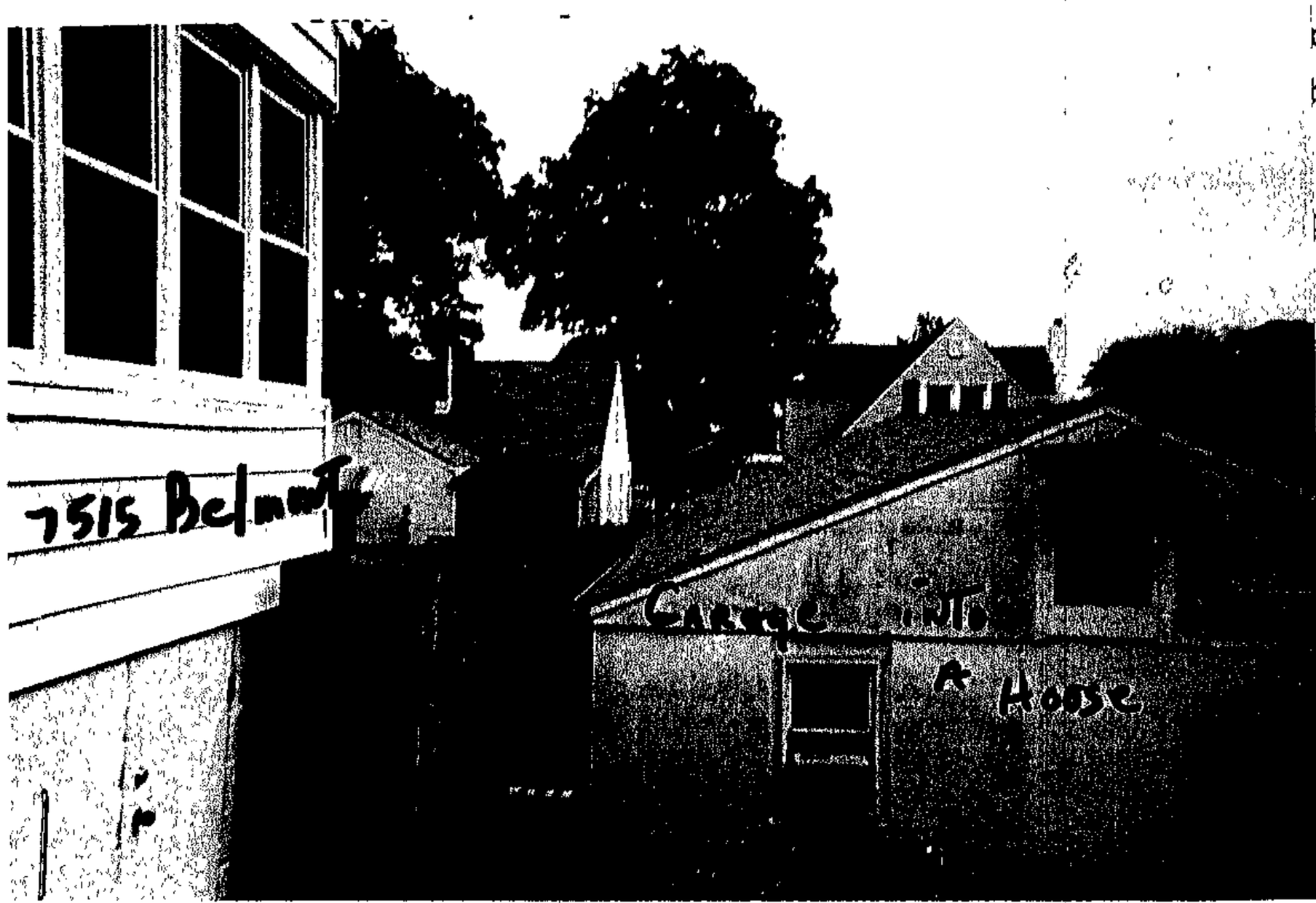
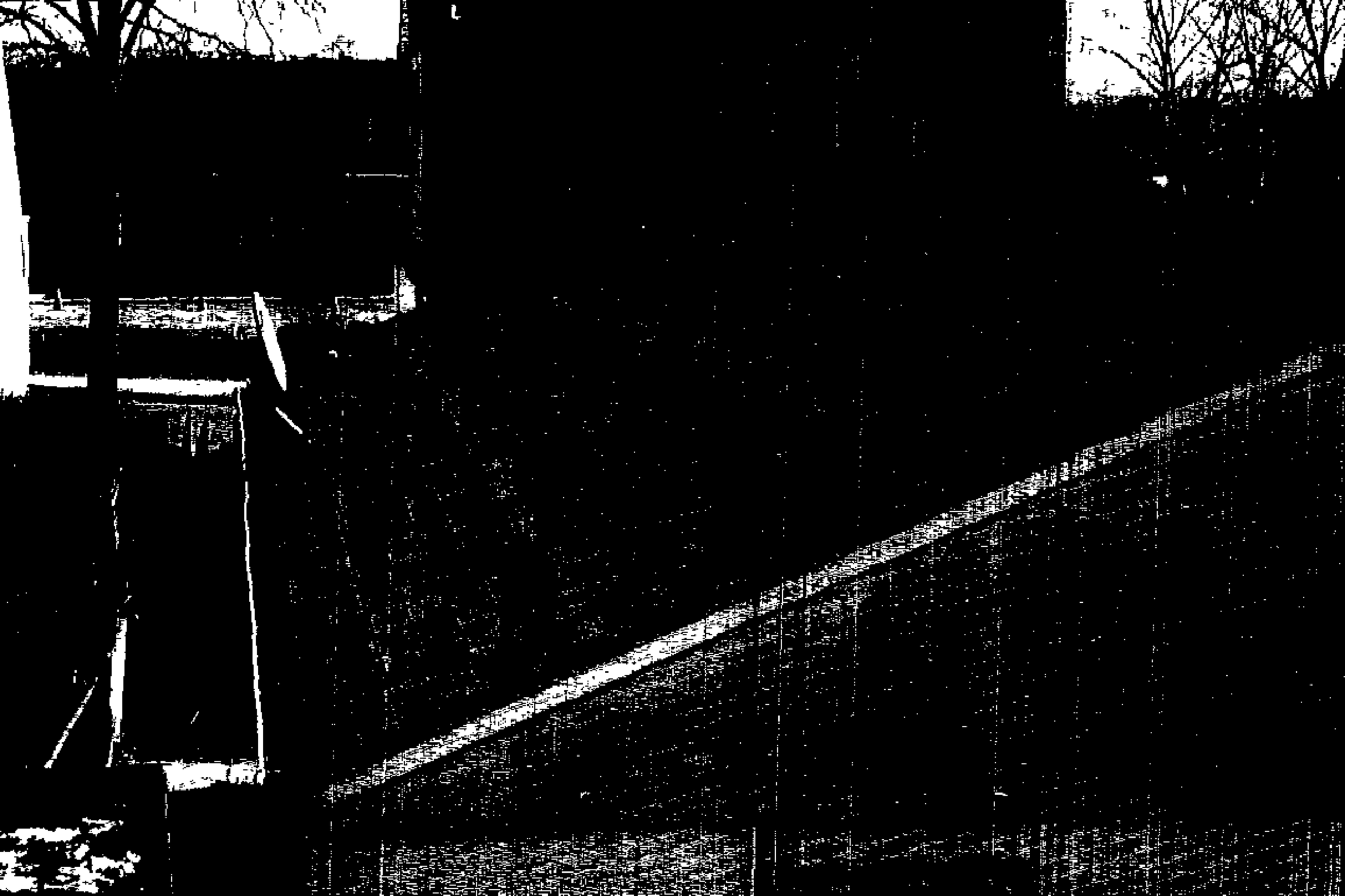


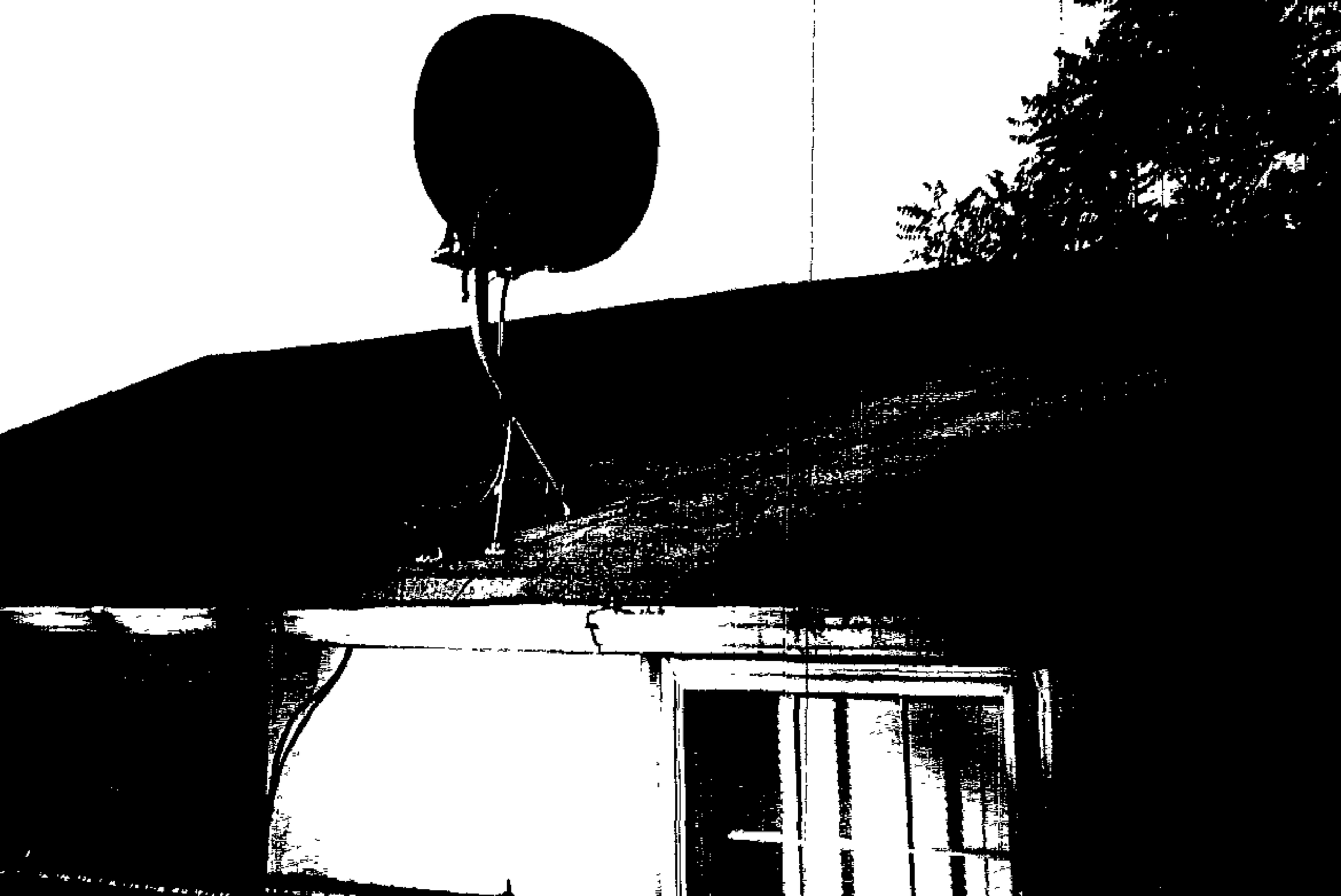
BALTIMORE COUNTY
MARYLAND

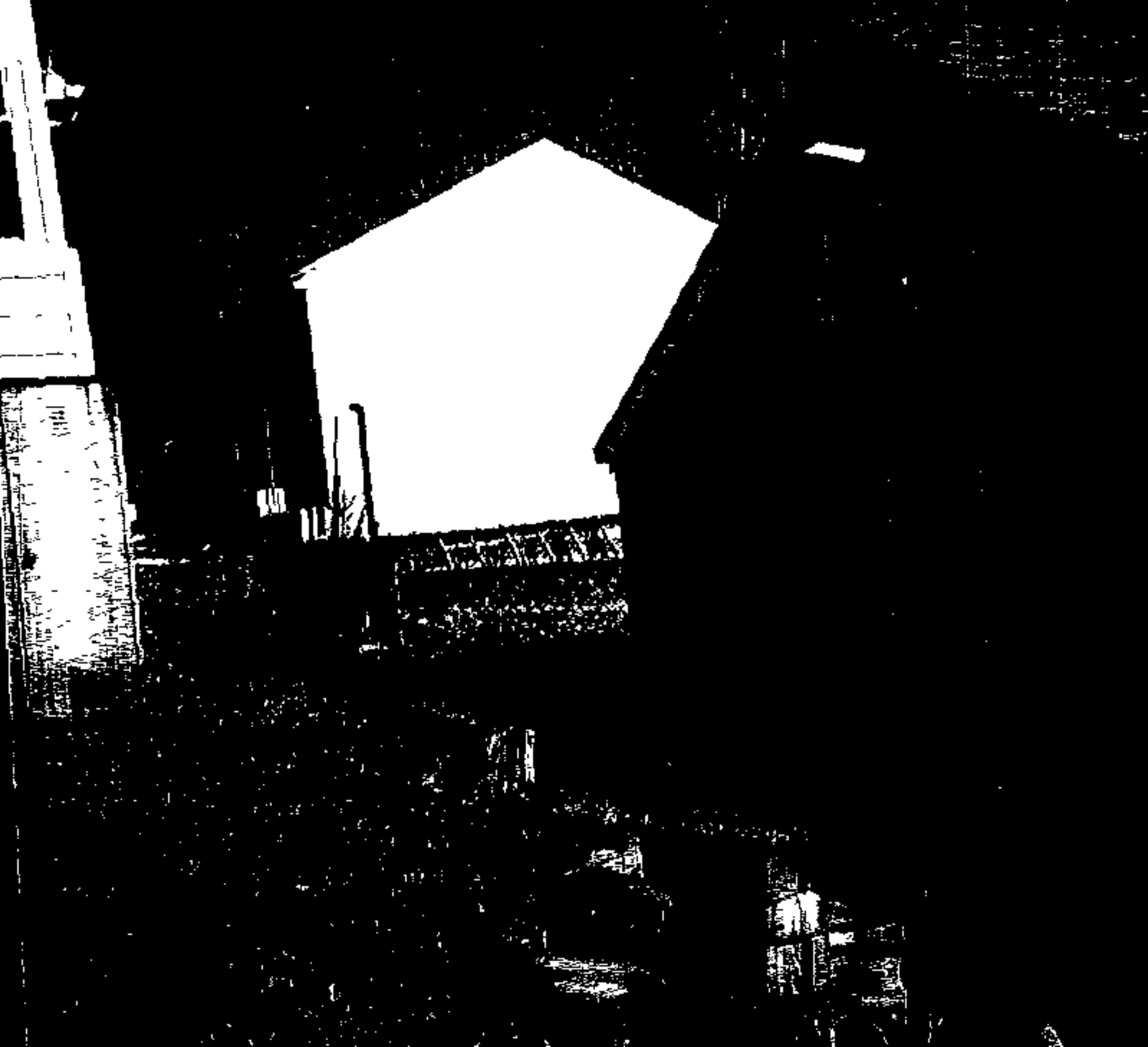
Zoning Commissioner
Office of Planning
401 Bosley Avenue, Suite 405
County Courts Building
Towson, Maryland. 21204

Photos
Pro # 3

Return Service Requested







3C

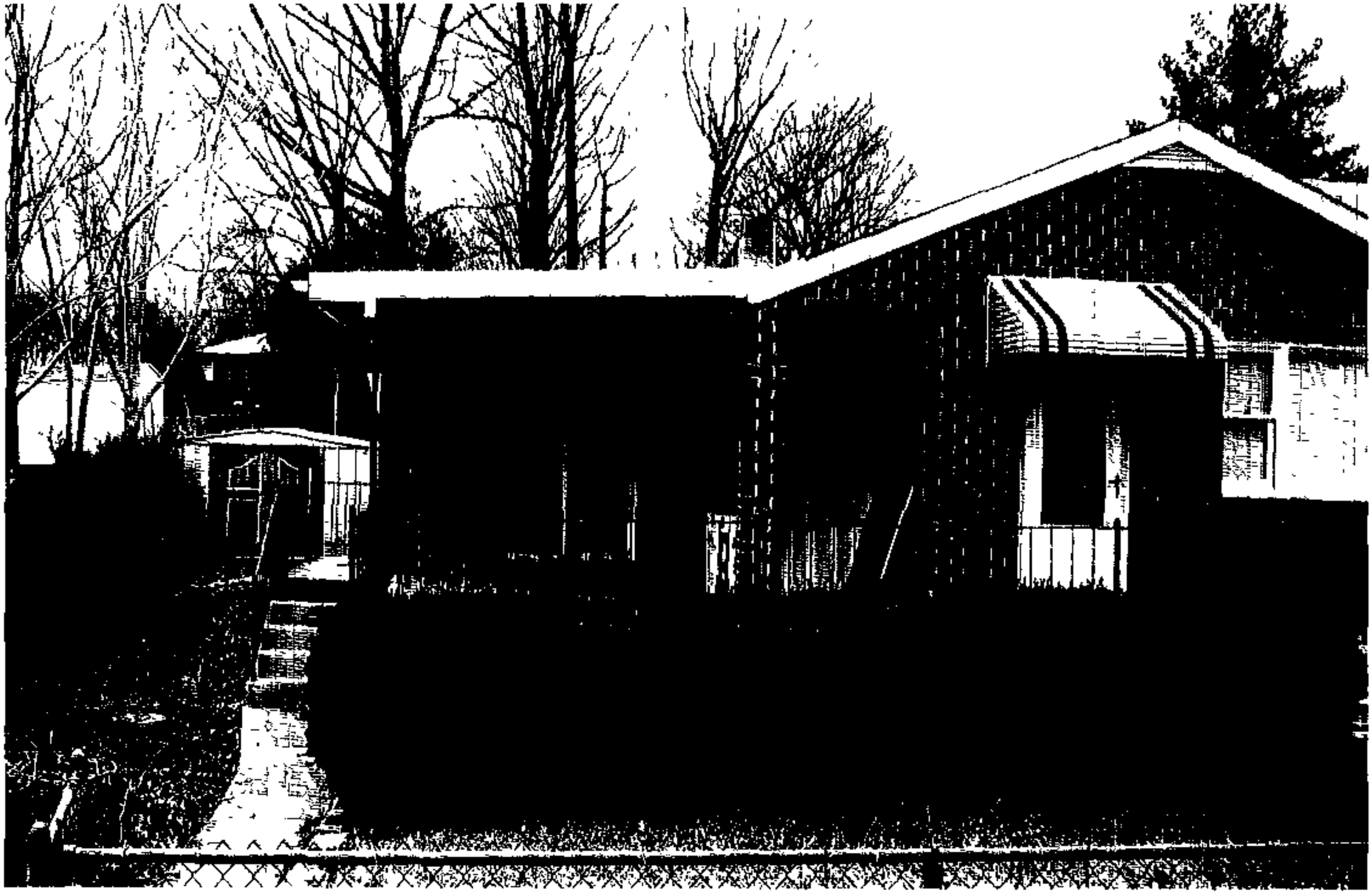
Shed now removed

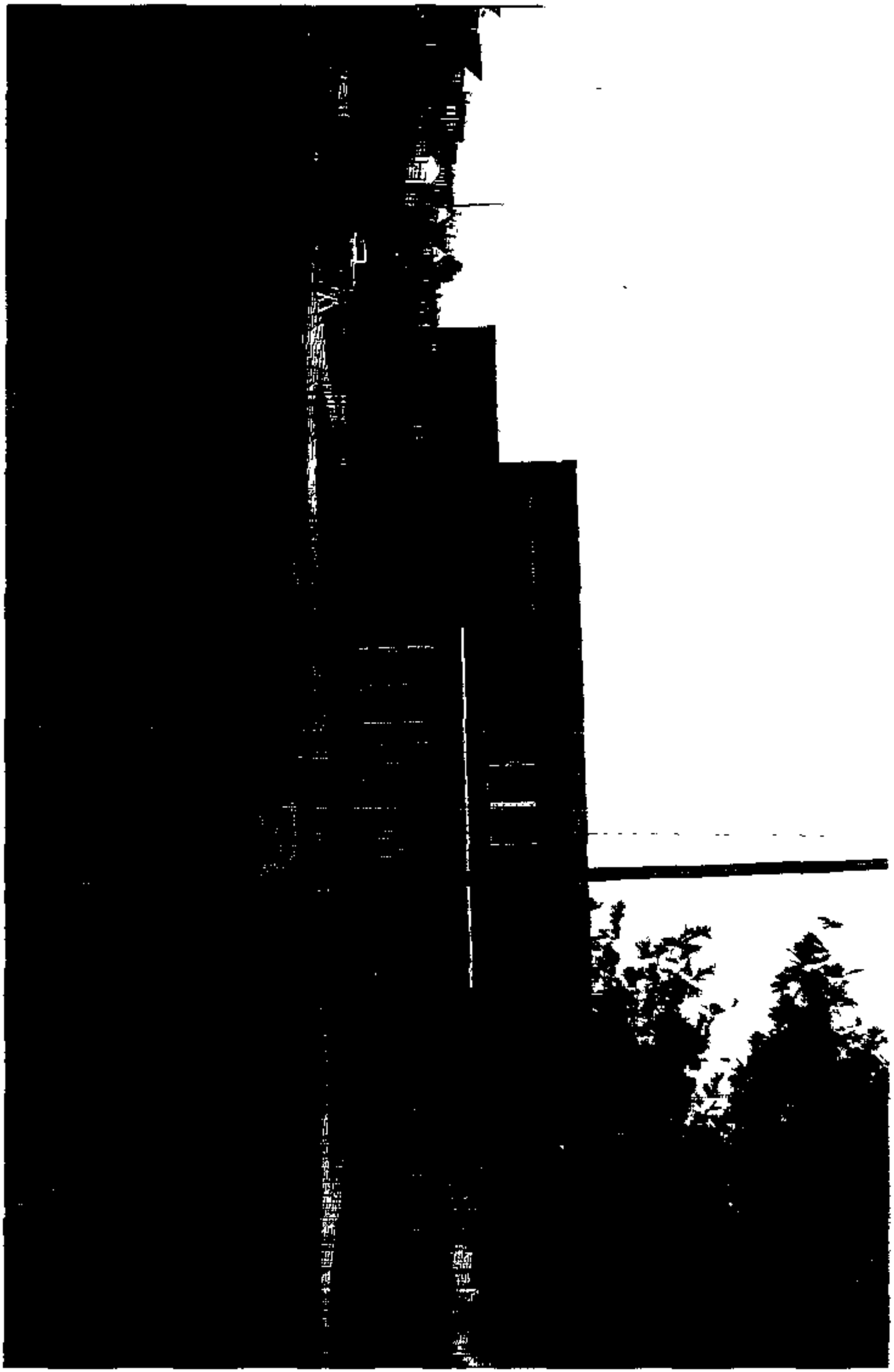
BALTIMORE COUNTY
MARYLAND

Zoning Commissioner
Office of Planning
401 Bosley Avenue, Suite 405
County Courts Building
Towson, Maryland, 21204

Photos
Petitioners
#4

Return Service Requested





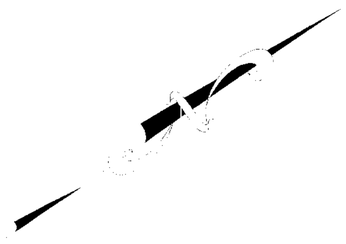
7515 Belmont

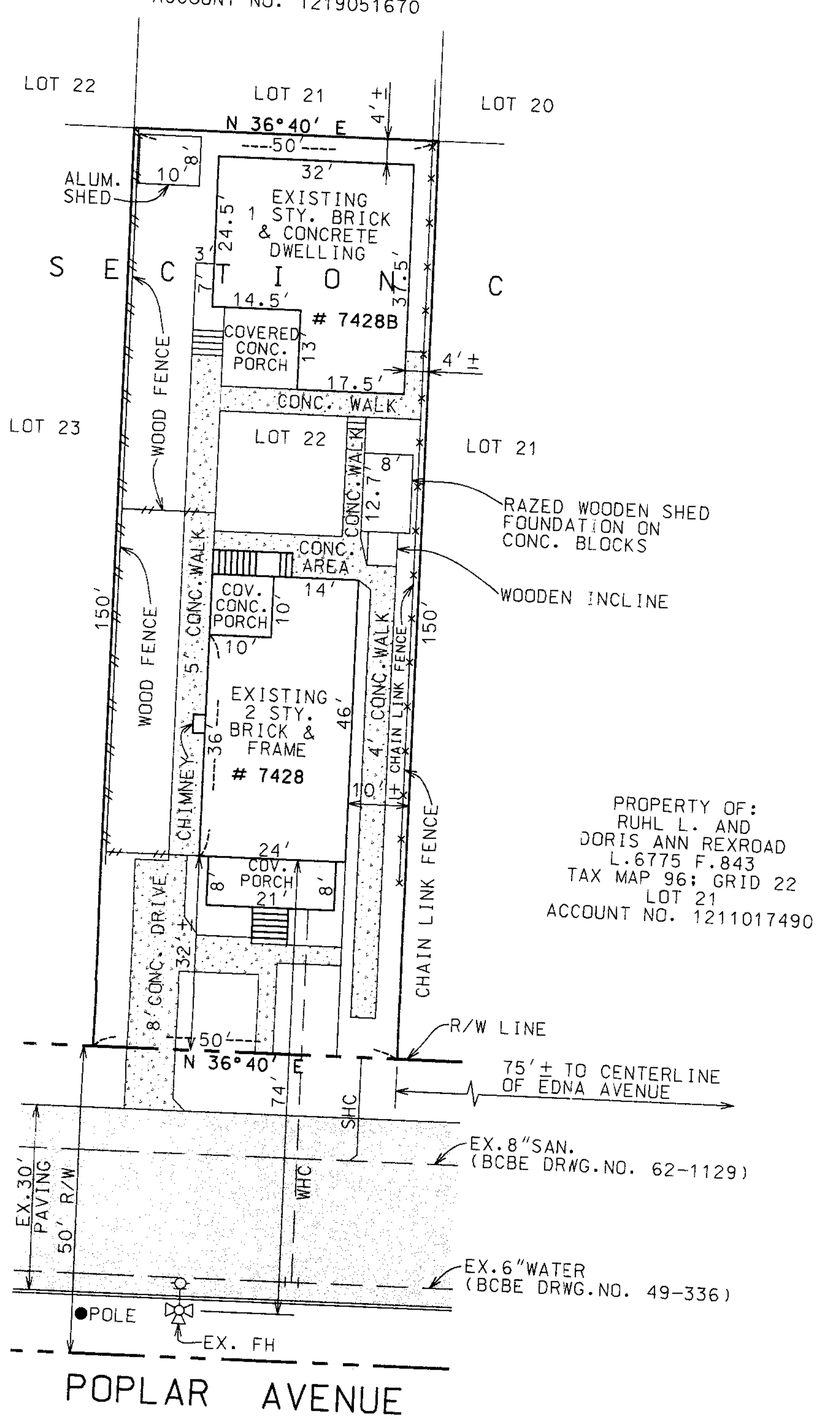
BALTIMORE COUNTY
MARYLAND

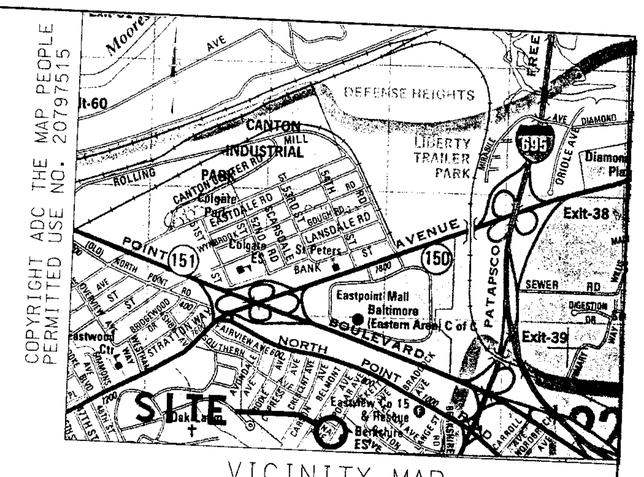
Zoning Commissioner
Office of Planning
401 Bosley Avenue, Suite 405
County Courts Building
Towson, Maryland. 21204

Photo
Pro # 7

Return Service Requested







VICINITY MAP
SCALE: 1"=2000'

SITE DATA

SITE AREA:	7500 SQ.FT. OR 0.172 AC.±
DEED REFERENCE:	16010/249
TAX ACCT. NO.:	1223075780
EX. ZONING:	DR 5.5
ZONING MAP:	096B3
COUNCILMANIC DISTRICT:	7
ELECTION DISTRICT:	12
MAXIMUM DWLG. HEIGHT:	50 FEET

GENERAL NOTES

1. THE SUBJECT PROPERTY HAS NO PREVIOUS ZONING CASE HISTORY.
2. THE SUBJECT PROPERTY IS SERVED BY PUBLIC WATER AND SEWER FACILITIES.
3. THE SUBJECT PROPERTY IS NOT A HISTORICAL SITE NOR DOES IT LIE WITHIN A HISTORICAL DISTRICT.
4. THE PROPERTY DOES NOT LIE WITHIN THE 100-YR. FLOOD PLAIN.
5. THE ADJACENT ROADS ARE NOT COLLECTOR ROADS NOR DO THEY LEAD TO A COLLECTOR ROAD.

PETITION FOR A SPECIAL HEARING

PETITION FOR A SPECIAL HEARING TO PERMIT TWO DWELLING UNITS ON ONE LOT.

"FASTERN HEIGHTS"
PLAT BOOK 5, PAGE 83

BALTIMORE COUNTY EMPLOYEES FEDERAL CREDIT UNION
410-828-4730 • 1-800-234-4730
www.bcefcu.com

51-56 - 71
R6 Colored

523
Drop off
Donald E. Hicks, P.E.

STATE OF MARYLAND
DONALD EDWIN HICKS
No. 8676
REGISTERED
PROFESSIONAL ENGINEER

Hicks Engineering Associates, Inc.
ENGINEERS, SURVEYORS & PLANNERS
200 EAST JOPPA ROAD - SUITE 402
TOWSON, MARYLAND 21286-3160
(410) 494-0001 FAX: (410)821-8890

OWNER:
ELIZABETH J. BAILEY
7428 POPLAR AVENUE
BALTIMORE MD 21224-3229
TELEPHONE: (410)238-1336

PROJECT TITLE:
BAILEY PROPERTY
ELIZABETH J. BAILEY
7428 POPLAR AVENUE
BALTIMORE, MD 21224-3229
LIBER 16010, FOLIO 249
MAP 96 • GRID 22 • PARCEL 204

DRAWING TITLE:
PLAT TO ACCOMPANY
PETITION FOR SPECIAL HEARING

JOB NO.: 21761	DRAWING NO.: ZONING PLAT (Pet #)
DRAWN BY: GJJ/JK	
CHECKED BY: DEH	
DATE: APRIL 11, 2006	
SCALE: 1" = 20'	SHEETS PER SET: 1 OF 1

EASTERN HEIGHTS.

Wm. W. Riddle

N. 36° 40' E. 1644'

80.8'

2 Acs Sold

580.8'

SECT. - A.

BELMONT AVE.

SECT. B.

SECT. C.

AVENUE.

POPULAR AVE.

SECT. D.

EDNA

ROAD

S 64° 08' E

S 35° 10' 0" E 96.308' E 140.0'

NORTH POINT

S 60° 00' E 255.100'

S 45° 52' W 262.8'

S 44° 08' E

stone

Edwin M. Hackett.

Scale 80 Ft. = 1 in.

SURVEYORS & CIVIL ENGRS.

Aug. 1917. Balto. Md.

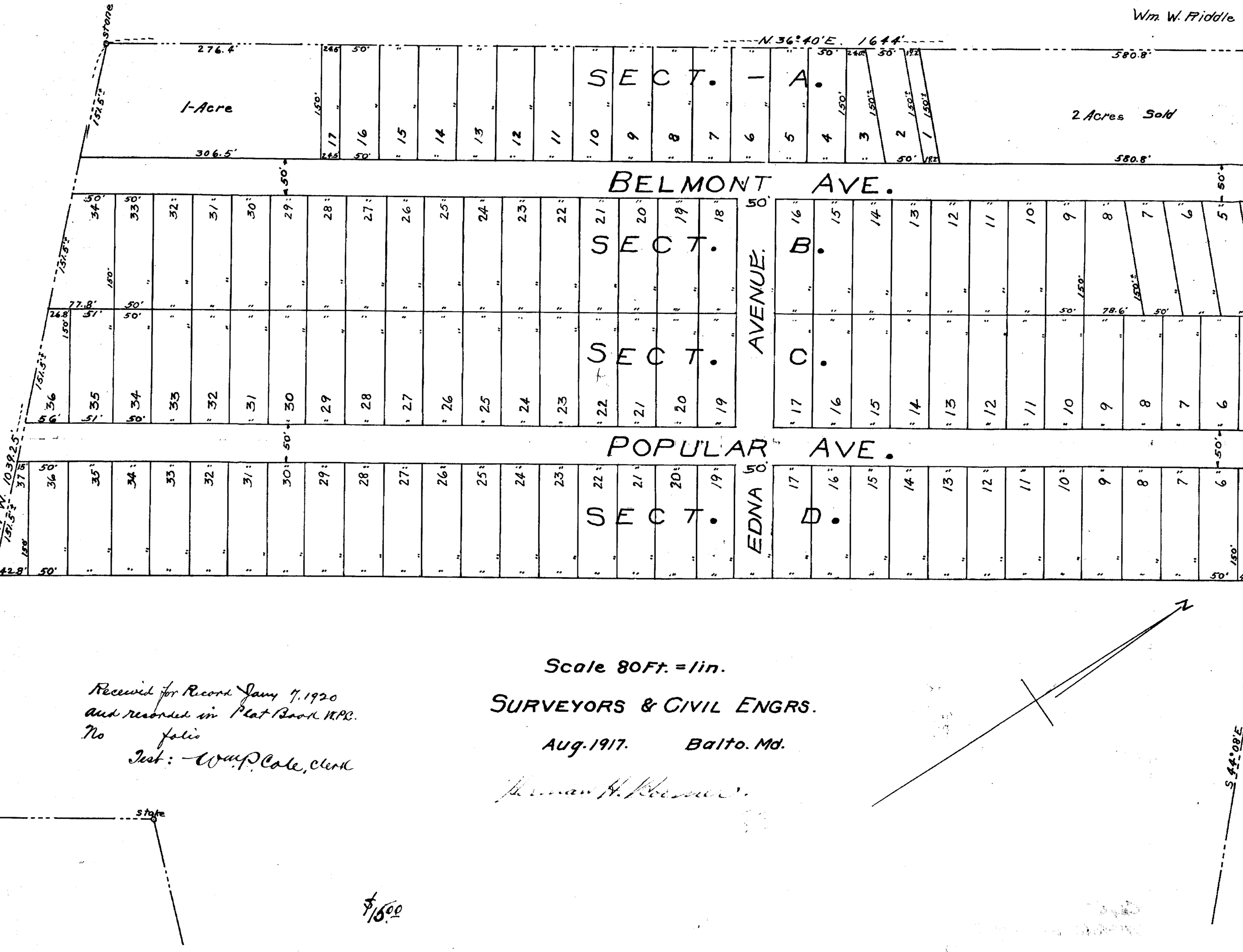
Herman H. Kramer

Record Jany 7. 1920
in Plat Book W.P.C.
Test
Wm. P. Cole, Clerk

$16.00

EASTERN HEIGHTS.

Wm. W. Riddle



After recording, return to:
Community Settlement Group, LLC
201 W. Padonia Road, Suite 403
Timonium, MD 21093
410-308-0515
File No. 01-2155

DEED

THIS DEED, made this 23rd day of December, 2001, by and between William J. Spann, Grantor(s), party(ies) of the first part, and Elizabeth J. Bailey, Grantee(s), party(ies) of the second part.

WITNESSETH, that in consideration of the sum of Five Dollars and 00/100 ($5.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the actual consideration as certified by the parties hereto being ($119,000.00), the said party(ies) of the first part, do(es) hereby grant and convey unto the said party(ies) of the second part, as sole owner, her personal representatives and assigns, in fee simple, all that lot of ground situate in Baltimore County, Maryland, and described as follows, that is to say:

BEING KNOWN AND DESIGNATED as Lot No. 22, Section C, as shown on a Plat entitled "Plat of Eastern Heights", which Plat is filed among the Land Records of Baltimore County in Plat Book W.P.C. No. 5, folio 83. The improvements thereon being known as No. 7428 & 7428B Poplar Avenue, Baltimore, MD 21224.

BEING the same property which by Deed dated September 3, 1987 and recorded among the Land Records of Baltimore County in Liber 7671, folio 142, was granted and conveyed from Charlotte G. Rowell unto William J. Spann.

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 lot of ground and premises to the said party(ies) of the second part, as sole owner, her personal representatives and assigns, in fee simple.

AND the said party(ies) of the first part hereby covenant(s) that he/she/they has/have not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed, that he/she/they will warrant specially the property hereby granted, and that he/she/they will execute such further assurances of the same as may be requisite.

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

LOAN NO. 01-01-04584

currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall make payment to the Funds Holder of the Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items. Such waiver may only be