



MANDATE

Court of Special Appeals

No. 02575, September Term, 2009

Timothy T. Luecking
vs.
People's Counsel for Baltimore County
et al.

JUDGMENT: July 20, 2010: Appellant's Notice of Voluntary
Dismissal of appeal filed by counsel. Appeal

July 21, 2010: Mandate issued.

From the Circuit Court: for **BALTIMORE COUNTY**
03C090001926

STATEMENT OF COSTS:

Appellant(s):

Lower Court Costs-	60.00
Steno Costs of Appellant-	50.00
Filing Fee of Appellant-	50.00

STATE OF MARYLAND, Sct:

I do hereby certify that the foregoing is truly taken from the records and proceedings of the said Court of Special Appeals. In testimony whereof, I have hereunto set my hand as Clerk and affixed the seal of the Court of Special Appeals, this **twenty-first** day of **July** **2010**

Leslie D. Shadet
Clerk of the Court of Special Appeals

COSTS SHOWN ON THIS MANDATE ARE TO BE SETTLED BETWEEN COUNSEL AND NOT THROUGH THIS OFFICE

7/16/10

IN THE COURT OF SPECIAL APPEALS OF MARYLAND

TIMOTHY T. LUECKING

Appellant

v.

PEOPLE'S COUNSEL FOR
BALTIMORE COUNTY, et al.

Appellees

*

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Case No.: 02575

September Term, 2009

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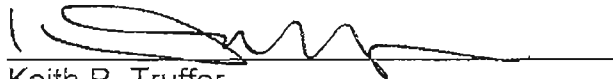
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APPELLANT'S NOTICE OF VOLUNTARY DISMISSAL

TIMOTHY T. LUECKING, Appellant, hereby notifies the Court of his voluntary dismissal of the above-captioned appeal.



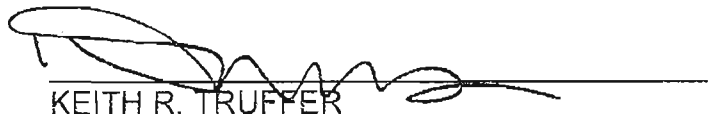
Keith R. Truffer
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102 W. Pennsylvania Avenue
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(410) 823-1800
Attorneys for Appellant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 16th day of **July, 2010** a copy of the foregoing Appellant's Notice of Voluntary Dismissal was mailed, via first class mail, postage prepaid, to:.

Peter Max Zimmerman, Esquire
People's Counsel for Baltimore County
Old Courthouse Room 47
400 Washington Avenue
Towson, MD 21204

Francis X. Borgerding, Esquire
409 Washington Avenue, Suite 600
Towson, MD 21204



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July 16, 2010

OF COUNSEL
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1913-1991
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1913-2000

RICHARD A. REID
1931-2008

* ALSO ADMITTED IN D.C.

Leslie D. Gradet, Clerk
Court of Special Appeals of Maryland
Robert C. Murphy Courts of Appeal Bldg.
361 Rowe Blvd.
Annapolis, Maryland 21401

Re: Timothy T. Luecking v. People's Counsel for Baltimore County, et al.
Appeal No.: 02575; September Term, 2009

Dear Ms. Gradet:

I enclose for filing in the above-referenced appeal an original and 5 copies of Appellant's Notice of Voluntary Dismissal.

I thank you for your assistance in this matter.

Sincerely,



Keith R. Truffer

KRT/laf

Enclosures

cc: Peter Max Zimmerman, Esquire (w/encl)
Francis X. Borgerding, Jr., Esquire (w/encl)
Mr. Timothy Luecking (w/encl)

RECEIVED
JUL 20 2010
BALTIMORE COUNTY
BOARD OF APPEALS

1/13/10

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY

PETITION OF TIMOTHY T. LUECKING
FOR JUDICIAL REVIEW OF THE DECISION
OF THE COUNTY BOARD OF APPEALS
OF BALTIMORE COUNTY

CIVIL ACTION No.

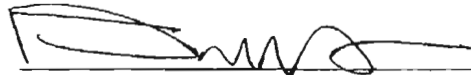
03-C-09-001926

IN THE CASE OF
TIMOTHY LUECKING
301 RESERVE COURT
COUNTY BOARD OF APPEALS
OF BALTIMORE COUNTY
CASE NO.: 08-199-SPH

* * * * *

PETITIONER'S NOTICE OF APPEAL

TIMOTHY T. LUECKING, Petitioner, by counsel, and pursuant to Md. Rule 8-202, hereby notes an appeal to the Court of Special Appeals of Maryland from the Baltimore County Circuit Court's Order Denying Motion to Revise Judgment dated December 7, 2009 and docketed herein on December 29, 2009.



KEITH R. TRUFFER
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Attorneys for Petitioner

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MCLEAN & REID, LLP
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21204-4575
410-823-1800

RECEIVED
JAN 15 2010
BALTIMORE COUNTY
BOARD OF APPEALS

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 13th day of **January, 2010** a copy of the foregoing Petitioner's Notice of Appeal was mailed, via first class mail, postage prepaid, to:

Peter Max Zimmerman, Esquire
People's Counsel for Baltimore County
Old Courthouse Room 47
400 Washington Avenue
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Francis X. Borgerding, Esquire
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12/7/09

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plan

IN THE MATTER OF
TIMOTHY T. LUECKING

Plaintiff

v.

HILLCREST RESERVE
HOMEOWNERS' ASSOCIATION, INC.

Defendant

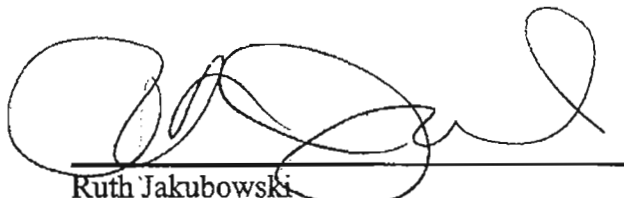
* IN THE
* CIRCUIT COURT
* FOR
* BALTIMORE COUNTY
* Case No. 03-C-09-1926

* * * * *

ORDER

Upon consideration of Petitioner's Motion to Revise Judgment (Paper #13000)
and Respondents' response thereto (Paper #14001 and #13001), it is this 7 day
of December, 2009 ORDERED that Petitioner's Motion to Revise Judgment is DENIED.
No hearing is required.

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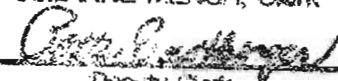

Ruth Jakubowski
Judge

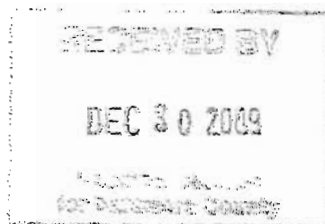
Clerk to Notify Parties

True Copy Test

SUZANNE MENSCH, Clerk

Per


Deputy Clerk



FILED DEC 29 2009

CIRCUIT COURT FOR BALTIMORE COUNTY
Suzanne Mensh
Clerk of the Circuit Court
County Courts Building
401 Bosley Avenue
P.O. Box 6754
Towson, MD 21285-6754
(410)-887-2601, TTY for Deaf: (800)-735-2258
Maryland Toll Free Number (800) 938-5802

10/07/09

Case Number: 03-C-09-001926 AA OTH
Date Filed: 02/19/2009
Status: Closed/Active
Judge Assigned: To Be Assigned,
Location :
CTS Start : 02/19/09 Target : 08/18/10

In the Matter of Timothy T Luecking

C A S E H I S T O R Y

OTHER REFERENCE NUMBERS

Description	Number
Administrative Agency	08 199 SPH
Case Folder ID	C09001926V01

INVOLVED PARTIES

Type Num	Name(Last,First,Mid,Title)	Addr Str/End	Pty. Disp. Addr Update	Entered
PET	001 Luecking, Timothy T	Party ID: 1352657	CT JA 10/05/09	02/23/09
	Mail: 102 Fairfield Drive Catonsville, MD 21228	02/23/09		02/23/09 KTW
	Attorney: 0017769 Truffer, Keith R Royston, Mueller, McLean & Reid The Royston Bldg., #600 102 W Pennsylvania Ave Towson, MD 21204-4575 (410)823-1800	Appear: 02/19/2009		02/23/09
ADA	001 County Board Of Appeals For Baltimore County The	Party ID: 1352666	CT JA 10/05/09	02/23/09

Mail: Jefferson Building Suite 203
105 West Chesapeake Avenue
Towson, MD 21204

02/23/09

02/23/09 KTW

Attorney: 0005744 Demilio, Carole S
The Jefferson Bldg, Rm 204
105 W. Chesapeake Ave Rm
Towson, MD 21204
(410)887-2188

Appear: 02/26/2009

03/12/09

0029075 Zimmerman, Peter M
People's Counsel For Baltimore County
105 West Chesapeake Ave.
Room 204
Towson, MD 21204
(410)887-2188

Appear: 02/26/2009

03/12/09

Type Num	Name(Last,First,Mid,Title)	Addr Str/End	Pty. Disp. Addr Update	Entered
ITP	001 Hillcrest Reserve Homeowners Assn Inc		CT JA 10/05/09	03/31/09
		Party ID: 1366515		

Attorney: 0012544 Tanczyn, Michael P
Michael P. Tanczyn, P.A.
606 Baltimore Avenue
Suite 106
Baltimore, MD 21204
(410)296-8823

Appear: 03/16/2009

03/31/09

CALENDAR EVENTS

Date	Time	Fac	Event Description	Text SA	Jdg Day	Of Notice	User ID
Result			ResultDt By Result Judge	Rec			
07/31/09	09:30A	CR17	Civil Non-Jury Trial	Y	RAJ	01 /01	JMO
Held/Concluded			07/31/09 G R.Jakubowski	N			

DISPOSITION HISTORY

Disp	Disp	Stage	Activity
Date	Code Description	Code Description	User Date
10/05/09	JA Judgment Affirmed	CT AFTER TRIAL/HEARING	AL 10/05/09

JUDGE HISTORY

JUDGE ASSIGNED	Type	Assign Date	Removal RSN

TBA To Be Assigned.	J	02/23/09	

DOCUMENT TRACKING

Num/Seq	Description	Filed	Entered	Party	Jdg Ruling	Closed	User ID

0001000	Petition for Judicial Review	02/19/09	02/23/09	PET001	TBA	10/05/09	KTW AL
0001001	Response	02/26/09	03/12/09	ADA001	TBA	10/05/09	DFF AL
0001002	Response To Petition For Judicial Review	03/16/09	03/31/09	ITP001	TBA	10/05/09	KTW AL
0002000	*Certificate of Notice	02/27/09	03/11/09	000	TBA	10/05/09	ED AL
0003000	Transcript of Record from Adm Agency *	04/20/09	04/21/09	000	TBA	10/05/09	SAP AL
0004000	Notice of Transcript of Record Sent	04/21/09	04/21/09	ADA001	TBA	04/21/09	SAP
0005000	Notice of Transcript of Record Sent	04/21/09	04/21/09	ITP001	TBA	04/21/09	SAP
0006000	Notice of Transcript of Record Sent	04/21/09	04/21/09	PET001	TBA	04/21/09	SAP
0007000	Scheduling Order	04/24/09	04/24/09	000	TBA	04/24/09	JMO
0008000	Appellants Brief	05/22/09	06/11/09	PET001	TBA	10/05/09	CMS AL
0009000	Memorandum of People's Counsel for Baltimore County	06/18/09	07/07/09	ADA001	TBA	07/07/09	LAC
0010000	Memorandum of HillCrest Reserve	06/22/09	07/08/09	000	TBA	07/08/09	NF
0011000	Memorandum Opinion and Order affirming decision of the County Board of Appeals	10/05/09	10/05/09	000	RAJ Granted	10/05/09	AL
0012000	Docket entries sent to Baltimore County Board of Appeals	10/07/09	10/07/09	000	TBA		CVM

TICKLE

Code	Tickle Name	Status	Expires	#Days	AutoExpire	GoAhead	From	Type	Num	Seq

1ANS	1st Answer Tickle	CLOSED	02/26/09	0	no		no	DANS D	001	001

Code	Tickle Name	Status	Expires	#Days	AutoExpire	GoAhead	From	Type	Num	Seq
1YRT	One Year Tickle (Jud	CLOSED	02/19/10	365	no		no	DAAA D	001	000
EXPU	Exhibit Pickup Notic	OPEN	12/04/09	30	no		no		000	000
SLTR	Set List For Trial	Done	02/26/09	0	yes		yes	1ANS T	001	001

EXHIBITS

Line #	Marked	Code	Description	SpH	Sloc	NoticeDt	Disp Dt	Dis By
000		I	BOX 647/EXHIBITS					B

Offered By: ADA 001 County Board Of Appeals For B

DIFFERENTIATED CASE MANAGEMENT**TRACKS AND MILESTONES**

Track : R1 Description: EXPEDITED APPEAL TRACK Custom: Yes
Assign Date: 04/24/09 Order Date : 04/24/09
Start Date : 04/24/09 Remove Date:

Milestone	Scheduled	Target	Actual	Status
Motions to Dismiss under MD. Rule 2-322C	05/09/09	10/05/09	CLOSED	
All Motions (excluding Motions in Limine	06/21/09	10/05/09	CLOSED	
TRIAL DATE is	07/31/09	07/23/09	07/31/09	REACHED

ACCOUNTING SUMMARY

NON-INVOICED OBLIGATIONS AND PAYMENTS

Date	Rcpt/Initials	Acct Desc	Oblig	Payment	Total MOP	Balance
02/20/09	200900003744/TW	1102 CF-Civil Fil	.00	80.00	-80.00 CK	-80.00
02/20/09	200900003744/TW	1500 Appearance F	.00	10.00	-10.00 CK	-90.00
02/20/09	200900003744/TW	1265 MLSC	.00	25.00	-25.00 CK	-115.00
02/23/09		1500 Appearance F	10.00	.00	10.00	-105.00
02/23/09		1265 MLSC	25.00	.00	25.00	-80.00
02/23/09		1102 CF-Civil Fil	80.00	.00	80.00	.00

9/17/09

RECEIVED

OCT - 8 2009

IN THE MATTER OF:

TIMOTHY LEUCKING

Petitioner

v.

HILLCREST RESERVE
HOMEOWNERS' ASSOCIATION, INC.

Respondent

* IN THE
* BALTIMORE COUNTY
* CIRCUIT COURT
* BOARD OF APPEALS
* FOR
* BALTIMORE COUNTY
* CASE NO: 03-C-09-001926
*
*

* * * * *

MEMORANDUM OPINION

This matter comes before this Court regarding the Petition of Timothy Leucking (Petitioner) for judicial review of the decision of the County Board of Appeals, in Appeal No. 08-199-SPH. In an Opinion and Order issued January 23, 2009, the County Board of Appeals affirmed the determination of the Zoning Commissioner, finding that Petitioner had failed to prove the existence of a nonconforming use and denying his petition.

Petitioner filed a Petition for Judicial Review on May 22, 2009 in the Circuit Court for Baltimore County. People's Counsel for Baltimore County filed a response memorandum on June 18, 2009 and the Hillcrest Reserve Homeowners' Association filed a response memorandum on June 22, 2009. A hearing was held before this Court on July 31, 2009, at which time parties presented arguments. For the reasons set forth herein, this Court will **AFFIRM** the findings of the County Board of Appeals.

Background

The property that is the subject of this case is a plot of 19,952 square feet located at 301 Reserve Court in the Catonsville area of Baltimore County, Maryland. On the

cc: K. Tropper, C. DeNino, M. Tanczyk

FILED OCT 5 2009



subject property sits a 2-story brick dwelling, built in 1941. Since 1980, this property has been zoned as D.R.2.¹ Although this designation requires a minimum of 25,000 square feet of property for a single home to be divided into two separate family units, the property had been granted a nonconforming use under the zoning restriction. This nonconforming use was granted based on persistent use of the property as two separate units prior to and continuing since the zoning designation of D.R.2. In 1999, Petitioner, Mr. Timothy Leucking, acquired the property with the intent to continue using the home as a two-unit rental property.

Petitioner continued to rent the property as two units until 2002. At that time, Petitioner renovated the basement of the house, creating a third unit to be used as an additional rental unit. In July of 2002, Petitioner began renting the basement apartment as a separate unit, thus totaling 3 rental units on the subject plot of land. Soon after, members of the Hillcrest Reserve community filed a complaint with the Zoning Commissioner. A citation was issued to Petitioner on August 14, 2007. Subsequently, Hearing Officer Raymond Wisnom held a hearing on September 6, 2007. In an opinion dated September 11, 2007, Hearing Officer Wisnom noted a 1999 "use permit" approved for two apartments, but recommended the case be brought before the Zoning Commissioner to determine if a nonconforming use was appropriate.

Mr. Leucking petitioned for a Special Hearing before the Zoning Commissioner. In a January 10, 2008 Findings of Fact and Conclusions of Law issued by the Zoning Commissioner, Petitioner's request for a Special Hearing was denied. Petitioner was

¹ D.R.2 signifies that the Density Residential limit is two units per acre under the Baltimore County Zoning Regulations.

provided with six months to cease rental of the property as a multi-family dwelling and to return the property to a single-family dwelling.

Petitioner next appealed the Findings of Fact and Conclusions of Law of the Zoning Commissioner to the County Board of Appeals. Public deliberations were heard on October 28, 2008. The County Board of Appeals issued a Final Opinion and Order on January 23, 2009, denying Mr. Leucking's petition for Special Hearing relief. Petitioner then filed for Judicial Review in the Circuit Court for Baltimore County.

Question Presented

This Court restates the question presented by Petitioner in his petition for judicial review as follows:

- I. Whether the County Board of Appeals drew reasonable factual inferences and interpreted the zoning law fairly to determine that the addition of a third apartment constituted an invalid change of the nonconforming use?

Standard of Review

The Court's scope of review of a decision of an administrative agency is narrow, recognizing that board members have expertise in a particular area and ordinarily should be free to exercise their discretion as such. *Annapolis v. Annapolis Waterfront Co.*, 284 Md. 383, 395, 396 A.2d 1080 (1979), *citing Finney v. Halle*, 241 Md. 223, 216 A.2d 530 (1966). A Circuit Court's review of an agency decision is governed by the Maryland Administrative Procedure Act (hereinafter "APA"), Md. State Gov't Code Ann. § 10-222, which provides as follows:

"(a) Review of final decision. – (1) . . . a party who is aggrieved by the final decision in a contested case is entitled to judicial review of the decision as provided in this section.

...

- (h) Decision – In a proceeding under this section, the court may:
- (1) remand the case for further proceedings;
 - (2) affirm the final decision; or
 - (3) reverse or modify the decision if any substantial right of the petitioner may have been prejudiced because a finding, conclusion, or decision:
 - (i) is unconstitutional;
 - (ii) exceeds the statutory authority or jurisdiction of the agency;
 - (iii) results from an unlawful procedure;
 - (iv) is affected by any other error of law;
 - (v) is unsupported by competent, material, and substantial evidence in light of the entire record as submitted; or
 - (vi) is arbitrary or capricious.”

The standard of review of the action of an administrative agency is whether a reasoning mind could have determined the conclusion, which the administrative agency reached. *Nnoli v. Nnoli*, 101 Md. App. 243, 646 A.2d 1021 (1994). An order of an administrative agency must be upheld on judicial review if it is not based upon an erroneous determination of law, and if the agency’s conclusions reasonably may be based upon the facts proven; however, a reviewing court is under no constraint in reversing an administrative decision that is premised solely upon an erroneous conclusion of law. *Montgomery County v. Buckman*, 333 Md. 516, 636 A.2d 448 (1994).

A reviewing court may, and should, examine facts found by an agency, to see if there was evidence to support each fact found. This Court’s role is “limited to determining if there is substantial evidence in the record as a whole to support the agency’s findings and conclusions, and to determine if the administrative decision is premised upon an erroneous conclusion of law.” *Juvenile Servs. v. Miley*, 178 Md. App. 99, 105, 940 A.2d 1137, 1140 (2008) (quoting *Maryland-National Capital Park and Planning Comm’n v. Anderson*, 395 Md. 172, 190-81, 909 A.2d 694 (2006)). If there was evidence of the fact in the record before the agency, no matter how conflicting, or how questionable the credibility of the source of the evidence, the court has no power to

substitute its assessment of credibility for that made by the agency, and by doing so, reject the fact. *Comm'r Baltimore City Police Dep't v. Cason*, 34 Md. App. 487, 368 A.2d 1067 (1977), *cert. denied*, 280 Md. 728 (1977).

A reviewing court may, and should, examine any inference, drawn by an agency, of the existence of a fact not shown by direct proof, to see if that inference reasonably follows from other facts which are shown by direct proof. If it does, even though the agency might reasonably have drawn a different inference, the court has no power to disagree with the fact so inferred. *Id.* at 508, 368 A.2d 1067. A reviewing court may, and should, examine any conclusions reached by an agency, to see whether reasoning minds could reasonably reach that conclusion from facts in the record before the agency, by direct proof, or by permissible inference. If the conclusion could be so reached, then it is based upon substantial evidence and the court has no power to reject that conclusion. *Id.* at 508, 368 A.2d 1067.

Discussion

Whether the County Board of Appeals drew reasonable factual inferences and interpreted the zoning law fairly to determine that the addition of a third apartment constituted an invalid change of the nonconforming use?

Under the General Provisions of the Baltimore County Zoning Regulations § 101, a Nonconforming Use is “a legal use that does not conform to a use regulation for the zone in which it is located or to a special regulation applicable to such use.” The property subject of this case is zoned as D.R.2, which stipulates that the lot must have a minimum

area of 25,000 square feet in order to house two family units within the property.² Since this property has been consistently used as two separate rental units since before the property was zoned D.R.2 in 1980, the owners were granted a nonconforming use to allow the continuation of two-unit rentals, despite the fact that the property does not have an area of 25,000 square feet.

Under BCZR § 104.1, a nonconforming use (as defined by § 101) may continue except as otherwise specifically noted in the regulations, provided that upon any change from such nonconforming use to any other whatsoever, or any abandonment or discontinuance of such nonconforming use for a period of one year or more, the right to continue or resume such nonconforming use shall terminate.³ The law contemplates the gradual disappearance of nonconforming uses. *See Prince George's County v. E. L. Gardner*, 47 Md. App. 471 (1981). Since the language of the statute determines that a change from the approved nonconforming use to any other unapproved nonconforming use can terminate the owner's rights, a body of law has emerged to distinguish changes that improperly expand the nonconforming use from changes merely intensifying the approved nonconforming use. Any expansion⁴ of the nonconforming use is tantamount to a change from the nonconforming use, thus terminating the right to the nonconforming use.

² As Respondents note in their memorandum, each increase from two units requires an additional 7,500 square feet of lot area. In order to house three families in a D.R.2 zone, the lot would require 32,500 square feet. The subject lot in this case is 19,952 square feet.

³ It is uncontested that until 2002 Petitioner and prior owners were able to prove an unbroken and continual chain of nonconforming use which preceded the 1981 D.R.2 zoning and allowed the continuation of two rental units on the property.

⁴ Throughout the memorandum and various opinions cited by the parties, the terms "expansion," "extension" and "enlargement" are used interchangeably. Each term is synonymously distinguished from the more static "intensification" language.

In *Prince George's County v. E. L. Gardner*, 47 Md. App. 471 (1981), the Court of Special Appeals noted examples of improper enlargements of a nonconforming use, such as an increase in floor space arising from an addition to an existing building, an increase in the area of a lot used for nonconforming uses, and a change in business methods. *Id.* at 476. Conversely, the Court of Special Appeals noted, an increase in the volume of an existing business is usually referred to as intensification and has been permitted under a valid nonconforming use. *Id.* “Maryland recognizes, and our cases have held, that an intensification of a nonconforming use is permissible, so long as the nature and character of that use is unchanged and is substantially the same.” *Trip Associates, Inc., et al v. Mayor and City Council of Baltimore*, 392 Md. 563, 579, citing *Feldstein v. LaVale Zoning Board*, 246 Md. 204, 211 (1967). Petitioner argues that the increase of rental units from two to three units is merely an increase in volume of the nonconforming use not straying from the original nature and character of the nonconforming use, and is thus a valid intensification.

In his memorandum, Petitioner’s cites numerous Maryland cases discussing the distinction between expansion and intensification. Petitioner compares the facts at hand to the increase in the number of nights a club could provide adult entertainment from two nights a week to five nights a week⁵, the increased use of a sports stadium for baseball games⁶, the increased use of lot space for the storage of cars from 10 to 60 cars⁷, the increase of quantity and height of junk piles stored in a junkyard lot⁸, and an increase in

⁵ *Trip Associates, Inc., et al v. Mayor and City Council of Baltimore*, 392 Md. 563 (2006).

⁶ *Green, et al v. Garret, et al.*, 192 Md. 52 (1949)

⁷ *Nyburg v. Solmson*, 205 Md. 150 (1954).

⁸ *Feldstein v. LaVale Zoning Board*, 246 Md. 204 (1967).

the number of decommissioned trucks kept on property owned by a trucking company.⁹ Petitioner's reliance on these examples is misplaced. Each case cited involves an increase in the frequency of the nonconforming use on the property without expansion of the facilities. The examples cited by Petitioner are not analogous to an increase of rental units within a single home. Petitioner's intensification argument is simply untenable. The addition of a third apartment was not an intensification of the nonconforming use when compared to other valid examples.

It is the opinion of this court that the addition of a third apartment to the dwelling constituted an expansion not contemplated under the original nonconforming use. This was not a mere intensification of the existing nonconforming use. BCZR § 104.3 states that no nonconforming building or structure and no nonconforming use of a building, structure or parcel of land shall hereafter be extended more than 25% of the ground floor area of the building so used. It is clear that the addition of a third apartment constituted an improper enlargement of more than 25% of the ground floor space. Such an enlargement must be considered a change in nonconforming use of the property and thus violates the right to the original nonconforming use. Consistent with the intent and purpose of BCZR § 104.1, the nonconforming use granted to the subject property must now terminate, and the home must convert to single-family home use allowed in the D.R.2 Zone.

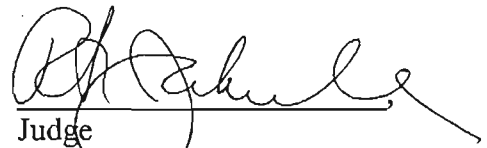
It is the opinion of this court that the County Board of Appeals drew reasonable factual inferences and interpreted the zoning law fairly in reaching their conclusion. The County Board of Appeals fairly determined that the renovation of the basement of the property constituted an invalid change and an improper enlargement of the

⁹ *County Commissioners of Carroll County v. Zent*, 86 Md.App. 745 (1991).

nonconforming use, and acted reasonably in terminating the nonconforming use granted to Mr. Leucking.

CONCLUSION

For the reasons set forth herein, the County Board of Appeal's decision is
AFFIRMED.



Judge
Ruth A. Jakubowski
Date: 9/17/09

IN THE MATTER OF:

TIMOTHY LEUCKING

Petitioner

v.

HILLCREST RESERVE
HOMEOWNERS' ASSOCIATION, INC.

Respondent

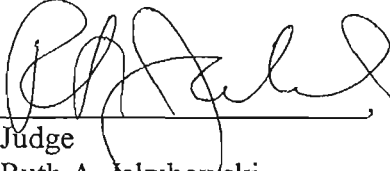
* IN THE
* CIRCUIT COURT
* FOR
* BALTIMORE COUNTY
* CASE NO: 03-C-09-001926
*
*

* * * * *

ORDER

This matter came before the Court as an appeal from a decision of the Baltimore County Board of Appeals. Based upon the Court's review of the record, and for the reasons stated in its memorandum opinion, it is this 17 day of September, 2009, by the Circuit Court for Baltimore County, Maryland,

ORDERED that the decision of the Baltimore County Board of Appeals be **AFFIRMED** and any costs be paid by Petitioner.



Judge
Ruth A. Jakubowski
Date: 9/17/09

FILED OCT 5 2009

4/20/09

IN THE CIRCUIT COURT
FOR BALTIMORE COUNTY

*

*

PETITION OF:
TIMOTHY T. LEUCKING

*

FOR JUDICIAL REVIEW OF THE OPINION OF
THE COUNTY BOARD OF APPEALS
OF BALTIMORE COUNTY
JEFFERSON BUILDING - ROOM 203
105 W. CHESAPEAKE AVENUE
TOWSON, MARYLAND 21204

*

*

*

*

CIVIL ACTION
NO.: 03-C-09-001926

IN THE MATTER OF :
TIMOTHY T. LEUCKING- LEGAL OWNERS
FOR SPECIAL HEARING
ON PROPERTY LOCATED ON THE E/CORNER
OF ROLLING ROAD
(301 RESERVE COURT)

*

*

*

1ST ELECTION DISTRICT
1ST COUNCILMANIC DISTRICT

*

*

BOARD OF APPEALS CASE NO.: 08-199-SPH

*

* * * * *

**PROCEEDINGS BEFORE THE ZONING COMMISSIONER
AND THE BOARD OF APPEALS OF BALTIMORE COUNTY**

TO THE HONORABLE, THE JUDGE OF SAID COURT:

And now comes the County Board of Appeals of Baltimore County and, in answer to the Petition for Judicial Review directed against it in this case, herewith transmits the record of proceedings had in the above-entitled matter, consisting of the original papers on file in the Department of Permits and Development Management and the Board of Appeals of Baltimore County:

**ENTRIES FROM THE DOCKET OF THE BOARD OF APPEALS AND
DEPARTMENT OF PERMITS AND DEVELOPMENT MANAGEMENT
OF BALTIMORE COUNTY**

RECEIVED AND FILED

2009 APR 20 AM 9:08

CLERK OF THE CIRCUIT COURT
BALTIMORE COUNTY

No. 08-199-SPH

October 26, 2007	Petition for Special Hearing filed by Timothy Leucking to confirm and approve a nonconforming two-apartment use at the subject property
November 20	Entry of Appearance filed by People's Counsel for Baltimore County.
December 18	Publication in newspaper
December 18	Certificate of Posting.
December 27	ZAC Comments.
January 3, 2008	Hearing held before the Zoning Commissioner
January 10	Findings of Fact and Conclusions of Law issued by the Zoning Commissioner. Petition for Special Hearing was DENIED and provided the Petitioner with six (6) months to cease the rental of the property as a multi-family dwelling and return it to use as a single family dwelling.
February 2	Notice of Appeal filed by Timothy Leucking, Petitioner.
February 22	Appeal and file received in Board of Appeals
April 2	Notice of Assignment issued by Board
May 14	Letter Entering Appearance of Keith Truffer, Esquire on behalf of Petitioner Timothy Leucking and requesting postponement of June 12 Hearing.
May 29	Certificate of Posting
July 30	Hearing before the Board.

Exhibits submitted at hearing before the Board of Appeals:

Petitioner's Exhibit No.

- 1a – Picture of the back of the house – approx 1955
- 1b – Picture of the side of the house – approx 1955
- 1c – Picture of the side of the house – approx 1940
- 1d – Picture of the side of the house – approx 1955
- 2 – Sketch of interior of the property
- 3a – Picture of the back of house (1965?)
- 3b – Picture of the side of house (1966)-sister-in-law
- 4 – Pictures of 1st floor kitchen (2 pages)

- 5 – Pictures of 2nd floor kitchen (3 pages)
- 6 – Series of pictures of 2 electric meters (8 Pictures)
- 7 – Series of gas meters pictures (3 Pictures)
- 8 – Memo dated 4/29/08 from David Duvall, Zoning Review to Peter Zimmerman, re: Zoning history 301 Reserve Court. (13 pages)
- 9 – Letter dated 7/23/07 BGE re: Gas & Electric meters, Victor I Cook.

Protestants' Exhibit No.

- 1 – Letter dated 12/31/07 to Zoning Commissioner from Hillcrest Reserve Homeowners' Association (2 pages)
- 2 – Letter dated 7/23/08 BGE, re: Gas & electric meters. Jose H. Pineda, III (2 pages)
- 3 – Rule 8 papers for Nicole Maloy (3 pages)
- 4 – Aerial Photo of neighborhood. (4/14/08)

People's Counsel Exhibit No.

- 1 – Code Enforcement Hearing Officer's Order dated 9/11/07 (3 pages)
- 2 – MD Dept of Assessments and Taxation search sheet (2 pages)
- 3 – Map of area
- 4 – BCC 1980 rezoning (4 pages)
- 5 – Zoning Map

October 1	Memorandum of People's Counsel for Baltimore County filed by Peter M. Zimmerman and Carole S. Demilio.
October 1	Protestant's Memorandum filed by Michael P. Tanczyn, Esquire on behalf of Hillcrest Reserve Homeowner's Association, Inc., Protestants
October 1	Affidavit of Hillcrest Reserve Homeowner's Association, Inc. filed with Protestant's Memorandum filed by Michael P. Tanczyn, Esquire.
October 3	Petitioner's Brief filed by Keith Truffer, Esquire on behalf of Timothy Leucking, Petitioner.
October 7	Letter including the appendix of relevant Baltimore County Zoning Regulations which were omitted from the Memorandum of People's Counsel for Baltimore County filed by Peter M. Zimmerman and Carole S. Demilio.

October 28 Public deliberation held by Board of Appeals.

January 23, 2009 Final Opinion and Order issued by the Board in which the Petition for Special Hearing relief was DENIED.

February 19 Petition for Judicial Review filed in the Circuit Court for Baltimore County by Keith R. Truffer, Esquire, on behalf of Timothy Leucking, Petitioner.

February 24 Copy of Petition for Judicial Review received from the Circuit Court for Baltimore County by the Board of Appeals.

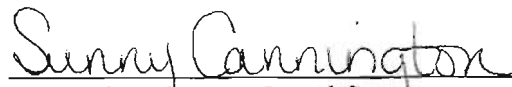
February 26 Response to Petition for Judicial Review filed in the Circuit Court for Baltimore County by Peter M. Zimmerman and Carole S. Demilio of the Office of People's Counsel for Baltimore County

February 27 Certificate of Notice sent to interested parties.

April 20 Transcript of testimony filed.

April 20 Record of Proceedings filed in the Circuit Court for Baltimore County.

Record of Proceedings pursuant to which said Order was entered and upon which said Board acted are hereby forwarded to the Court, together with exhibits entered into evidence before the Board.



Sunny Cannington, Legal Secretary
County Board of Appeals
The Jefferson Building, Suite 203
105 W. Chesapeake Ave.
Towson, Maryland 21204
410-887-3180

c: Keith R. Truffer, Esquire
Timothy Leucking
Michael P. Tanczyn, Esquire
Nicole Maloy, President/Hillcrest Reserve Homeowners' Association, Inc.
Office of People's Counsel for Baltimore County
William J. Wiseman, III, Zoning Commissioner
Timothy Kotroco, Director/Permits and Development Management
Arnold F. "Pat" Keller, Director/Planning
John Beverungen, County Attorney

3/12/09

IN THE PETITION OF TIMOTHY T. LUECKING *
FOR JUDICIAL REVIEW OF THE
DECISION OF THE COUNTY BOARD OF *
APPEALS OF BALTIMORE COUNTY *

IN THE CASE OF TIMOTHY T. LUECKING
LEGAL OWNERS/PETITIONERS *
FOR SPECIAL HEARING ON PROPERTY *
LOCATED on the East Corner of Rolling Road *
and Reserve Court (301 Reserve Court) *

1st Election District, 1st Councilmanic District *

Case No. 08-199-SPH *
Before the County Board of Appeals *

IN THE
CIRCUIT COURT
FOR

BALTIMORE COUNTY

Case No.: 03-C-09-001926

* * * * *

RESPONSE TO PETITION FOR JUDICIAL REVIEW

Now comes, *Hillcrest Reserve Homeowners' Association, Inc.*, Protestant/Respondent,
by its attorney, *Michael P. Tanczyn, Esquire*, in accordance with Maryland Rule 7-204, submits
this response to the Petition for Judicial Review filed by Timothy T. Luecking and states that
they intend to participate in this action for Judicial Review. The undersigned participated in the
proceeding before the County Board of Appeals.



MICHAEL P. TANCZYN, Esquire
606 Baltimore Avenue
Suite 106
Towson, Maryland 21204
410-296-8823
Attorney for Protestant/Respondent,
Hillcrest Reserve Homeowners'
Association, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 11th day of March, 2009, a copy of the foregoing was mailed, first-class mail, postage pre-paid to: Keith R. Truffer, Esquire, Royston, Mueller, McLean & Reid, LLP, 102 West Pennsylvania Avenue, Suite 600, Towson, Maryland 21204, Attorney for Petitioner, Timothy T. Luecking and Peter Max Zimmerman, Esquire, People's Counsel for Baltimore County, Jefferson Building, 105 West Chesapeake Avenue, Room 204, Towson, Maryland 21204.



MICHAEL P. TANCZYN, Esquire

3/12/09
LAW OFFICES
MICHAEL P. TANCZYN, P.A.

Suite 106 • 606 Baltimore Avenue
Towson, Maryland 21204
Phone: (410) 296-8823 • (410) 296-8824 • Fax: (410) 296-8827
Email: mptlaw@verizon.net

March 12, 2009



Clerk
Circuit Court for Baltimore County
401 Bosley Avenue
Towson, Maryland 21204

RE: In the Matter of Timothy T. Luecking
For Judicial Review
Case No.: 03-C-09-001926

Dear Madame Clerk:

Enclosed herewith for filing please find the Entry of Appearance and Notice of Intent to Participate on behalf of my client, Hillcrest Reserve Homeowner's Association, Inc.

Thank you for your assistance in this regard. Please keep us posted of any and all hearing dates.

Very truly yours,

A handwritten signature in black ink, appearing to read "MPT", followed by a stylized flourish.

Michael P. Tanczyn

MPT:aes
Enclosure

cc: Keith R. Truffer, Esquire
Peter Max Zimmerman, Esquire
Nicole Maloy
Theresa Shelton, Executive Administrator
Baltimore County Board of Appeals



County Board of Appeals of Baltimore County

JEFFERSON BUILDING
SECOND FLOOR, SUITE 203
105 WEST CHESAPEAKE AVENUE
TOWSON, MARYLAND, 21204
410-887-3180
FAX: 410-887-3182

February 27, 2009

Keith Truffer, Esquire
Royston, Mueller, McLean & Reid, LLP
102 W. Pennsylvania Ave. Suite 600
Towson, MD 21204

Michael P. Tanczyn, Esquire
606 Baltimore Avenue, Ste 106
Towson, MD 21204

RE: Petition for Judicial Review
Circuit Court Case No.: 03-C-09-001926
In the Matter of: Timothy Leucking
Board of Appeals Case No.: 08-199-SPH

Dear Counsel:

Notice is hereby given, in accordance with the Maryland Rules that a Petition for Judicial Review was filed on February 19, 2009 by Keith Truffer, Esquire on behalf of Timothy Leucking, in the Circuit Court for Baltimore County from the decision of the County Board of Appeals rendered in the above matter. Any party wishing to oppose the petition must file a response with the Circuit Court for Baltimore County within 30 days after the date of this letter, pursuant to the Maryland Rules.

In accordance with the Maryland Rules, the County Board of Appeals is required to submit the record of proceedings of the Petition for Judicial Review filed by People's Counsel within 60 days. Keith Truffer, Esquire and his client, Timothy Leucking, having taken the appeal, are responsible for the cost of the transcript of the record and the transcript must be paid for in time to transmit the same to the Circuit Court within the 60 day timeframe as stated in the Maryland Rules.

The Court Reporter that must be contacted to obtain the transcript and make arrangement for payment is as follows:

CAROLYN PEATT
TELEPHONE: 410-828-4160
HEARING DATE: July 30, 2008

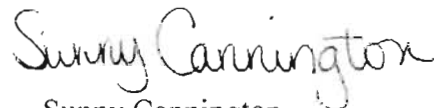
Timothy Leucking-Legal Owner
Circuit Court Case No.: 03-C-09-001926
Board of Appeals Case No.: 08-199-SPH

Page 2

This office has also notified Ms. Peatt that a transcript on the above matter is due for filing in the Circuit Court. A copy of the Petition for Judicial Review has been provided to the Court Reporter which will enable her to contact the responsible parties.

A copy of the Certificate of Notice has been enclosed for your convenience.

Very truly yours,


Sunny Cannington
Legal Secretary

Enclosure

cc: Timothy Luecking
Mary L. Lang
Stephen Shutz
Kranthi Mupparaju
Nicole Maloy
Jamie Rudy
William and Martha Rudy
Office of People's Counsel
Arnold Keller, Director/Planning
Raymond Harmon/PDM
Zoning Commissioner
Timothy Kotroco, Director/PDM

2/27/09
IN THE CIRCUIT COURT
FOR BALTIMORE COUNTY

PETITION OF:
TIMOTHY T. LEUCKING

FOR JUDICIAL REVIEW OF THE OPINION OF
THE COUNTY BOARD OF APPEALS
OF BALTIMORE COUNTY
JEFFERSON BUILDING - ROOM 203
105 W. CHESAPEAKE AVENUE
TOWSON, MARYLAND 21204

CIVIL ACTION
NO.: 03-C-09-001926

IN THE MATTER OF :
TIMOTHY T. LEUCKING- LEGAL OWNERS
FOR SPECIAL HEARING
ON PROPERTY LOCATED ON THE E/CORNER
OF ROLLING ROAD
(301 RESERVE COURT)

1ST ELECTION DISTRICT
1ST COUNCILMANIC DISTRICT

BOARD OF APPEALS CASE NO.: 08-199-SPH

RECEIVED AND FILED

2009 FEB 27 AM 8:34

CLERK OF THE CIRCUIT COURT
BALTIMORE COUNTY

* * * * *

CERTIFICATE OF NOTICE

Madam Clerk:

Pursuant to the Provisions of Rule 7-202(d) of the *Maryland Rules*, the County Board of Appeals of Baltimore County has given notice by mail of the filing of the Petition for Judicial Review to the representative of every party to the proceeding before it; namely:

Keith Truffer, Esquire
Royston, Mueller, McLean & Reid, LLP
102 W. Pennsylvania Ave. Suite 600
Towson, MD 21204

Timothy Luecking
102 Fairfield Drive
Catonsville, MD 21228

Michael P. Tanczyn, Esquire
606 Baltimore Avenue, Ste 106
Towson, MD 21204

Mary L. Lang
554 South Rolling Road
Catonsville, MD 21228

Stephen Shutz
325 Reserve Court
Catonsville, MD 21228

Kranthi Mupparaju
303 Reserve Court
Catonsville, MD 21228

Nicole Maloy
309 Reserve Court
Catonsville, MD 21228

Jamie Rudy
5958 Ivy League Drive
Catonsville, MD 21228

William and Martha Rudy
314 Reserve Court
Catonsville, MD 21228

Raymond Harmon
Office of Permits and Development Mgmt
County Office Building
111 W. Chesapeake Avenue, Suite 105
Towson, MD 21204

Office of People's Counsel
The Jefferson Building, Suite 204
105 W. Chesapeake Avenue
Towson, MD 21204

William J. Wiseman, III, Zoning
Commissioner
The Jefferson Building, Suite 103
105 W. Chesapeake Avenue
Towson, MD 21204

Arnold F. "Pat" Keller, Director
Office of Planning
The Jefferson Building, Suite 101
105 W. Chesapeake Avenue
Towson, MD 21204

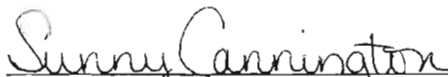
Timothy Kotroco, Director
Office of Permits and Development Mgmt
County Office Building
111 W. Chesapeake Avenue, Suite 105
Towson, MD 21204

A copy of said Notice is attached hereto and prayed that it may be made a part hereof.



Sunny Cannington, Legal Secretary
County Board of Appeals
The Jefferson Building, Suite 203
105 W. Chesapeake Avenue
Towson, Maryland 21204
410-887-3180

I HEREBY CERTIFY that on this 27th day of February 2009, a copy of the foregoing Certificate of Notice has been mailed to: Keith Truffer, Esquire, Royston, Mueller, McLean & Reid, LLP, 102 W. Pennsylvania Ave. Suite 600, Towson, MD 21204; Timothy Luecking, 102 Fairfield Drive, Catonsville, MD 21228; Michael P. Tanczyn, Esquire, 606 Baltimore Avenue, Ste 106, Towson, MD 21204; Mary L. Lang, 554 South Rolling Road, Catonsville, MD 21228; Stephen Shutz, 325 Reserve Court, Catonsville, MD 21228; Kranthi Mupparaju, 303 Reserve Court, Catonsville, MD 21228; Nicole Maloy, 309 Reserve Court, Catonsville, MD 21228; Jamie Rudy, 5958 Ivy League Drive, Catonsville, MD 21228; William and Martha Rudy, 314 Reserve Court, Catonsville, MD 21228; Raymond Harmon, Office of Permits and Development Mgmt, County Office Building, 111 W. Chesapeake Avenue, Suite 105, Towson, MD 21204; Office of People's Counsel, The Jefferson Building, Suite 204, 105 W. Chesapeake Avenue, Towson, MD 21204; William J. Wiseman, III, Zoning Commissioner, The Jefferson Building, Suite 103, 105 W. Chesapeake Avenue, Towson, MD 21204; Arnold F. "Pat" Keller, Director, Office of Planning, The Jefferson Building, Suite 101, 105 W. Chesapeake Avenue, Towson, MD 21204; and Timothy Kotroco, Director, Office of Permits and Development Mgmt, County Office Building, 111 W. Chesapeake Avenue, Suite 105, Towson, MD 21204.


Sunny Cannington, Legal Secretary
County Board of Appeals
Jefferson Building, Suite 203
105 W. Chesapeake Avenue
Towson, Maryland 21204
410-887-3180

2/26/09

RECEIVED

FEB 26 2009

BALTIMORE COUNTY
BOARD OF APPEALS

IN THE PETITION OF TIMOTHY T. LUECKING
FOR JUDICIAL REVIEW OF THE
DECISION OF THE COUNTY BOARD OF APPEALS
OF BALTIMORE COUNTY

IN THE

CIRCUIT COURT

IN THE CASE OF TIMOTHY T. LUECKING
LEGAL OWNERS/PETITIONERS
FOR SPECIAL HEARING ON PROPERTY LOCATED
on the East Corner of Rolling Road & Reserve Court
(301 Reserve Court)

FOR

1st Election District, 1st Councilmanic District

BALTIMORE COUNTY

Case No. 08-199-SPH
Before the County Board of Appeals

Case No.: 03-C-09-001926

* * * * *

RESPONSE TO PETITION FOR JUDICIAL REVIEW

PEOPLE'S COUNSEL FOR BALTIMORE COUNTY, in accordance with Maryland Rule 7-204, submits this response to the Petition for Judicial Review filed by TIMOTHY T. LUECKING and states that they intend to participate in this action for Judicial Review. The undersigned participated in the proceeding before the County Board of Appeals.

Peter Max Zimmerman

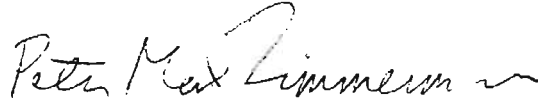
PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

Carole S. Demilio

CAROLE S. DEMILIO
Deputy People's Counsel
The Jefferson Building
105 W. Chesapeake Avenue, Room 204
Towson, MD 21204
(410) 887-2188

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 26th day of February, 2009, a copy of the foregoing Response to Petition for Judicial Review was mailed to Michael Tanczyn, Esq., 606 Baltimore Avenue, St. 106, Towson, MD 21204 and Keith Truffer, Esq., Royston, Mueller, McLean & Reid, 102 W. Pennsylvania Avenue, Ste. 600, Towson, MD 21204, Attorney for Petitioner.

A handwritten signature in cursive script, reading "Peter Max Zimmerman", followed by a horizontal line.

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

2/19/09

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY

PETITION OF

TIMOTHY T. LUECKING
102 FAIRFIELD DRIVE
CATONSVILLE, MD 21228

CIVIL ACTION No. 09-09-1926

FOR JUDICIAL REVIEW OF THE DECISION OF THE
COUNTY BOARD OF APPEALS
OF BALTIMORE COUNTY
SUITE 203, JEFFERSON BUILDING
105 WEST CHESAPEAKE AVENUE
TOWSON, MD 21204

IN THE CASE OF

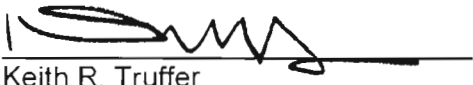
TIMOTHY LUECKING
301 RESERVE COURT
COUNTY BOARD OF APPEALS
OF BALTIMORE COUNTY
CASE NO.: 08-199-SPH

NOTICE OF APPEAL

The Petitioner, Timothy T. Luecking, by counsel and pursuant to Md. Rule 7-201, et seq. notes this appeal and seeks judicial review of the decision of the Baltimore County Board of Appeals dated January 23, 2009 as to the property identified as 301 Reserve Court, Catonsville, Maryland 21228, Case No. 08-199-SPH.

The Petitioner is the owner of the subject property at 301 Reserve Court and was the Petitioner before the County Board of Appeals.

Respectfully submitted,


Keith R. Truffer
Royston, Mueller, McLean & Reid, LLP
102 W. Pennsylvania Avenue, Suite 600
Towson, MD 21204
(410) 823-1800
Attorneys for Petitioner

ROYSTON, MUELLER,
MCLEAN & REID, LLP
SUITE 600
102 W PENN AVE
TOWSON, MARYLAND
21204-4575
410-823-1800

RECEIVED AND FILED

2009 FEB 19 PM 2:33

FILED OF THE CIRCUIT COURT
BALTIMORE COUNTY

RECEIVED

FEB 24 2009

BALTIMORE COUNTY
BOARD OF APPEALS

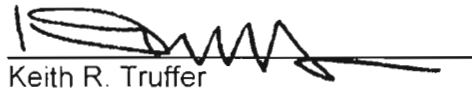
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 19th day of February 2009, a copy of the foregoing Notice of Appeal was mailed, postage prepaid, to:

Peter Max Zimmerman, Esquire
People's Counsel for Baltimore County
Old Courthouse Room 47
400 Washington Avenue
Towson, MD 21204

Michael P. Tanczyn, Esquire
606 Baltimore Avenue, Suite 106
Towson, MD 21204-4098

County Board of Appeals of Baltimore County
Suite 203, Jefferson Building
105 West Chesapeake Avenue
Towson, MD 21204


Keith R. Truffer

G:\LITIGATIONS\KRTLuecking Timothy\Notice of Appeal.doc

ROYSTON, MUELLER,
ACLEAN & REID, LLP
SUITE 600
102 W PENN. AVE.
TOWSON, MARYLAND
21204-4575
410-823-1800

CIRCUIT COURT FOR BALTIMORE COUNTY
Suzanne Mensh
Clerk of the Circuit Court
County Courts Building
401 Bosley Avenue
P.O. Box 6754
Towson, MD 21285-6754
(410)-887-2601, TTY for Deaf: (800)-735-2258
Maryland Toll Free Number (800) 938-5802

Case Number: 03-C-09-001926

TO: COUNTY BOARD OF APPEALS FO BALTIMORE COUNTY THE
Jefferson Building Suite 203
105 West Chesapeake Avenue
Towson, MD 21204

1/23/09
IN THE MATTER OF
THE APPLICATION OF
TIMOTHY LUECKING - LEGAL OWNER
FOR SPECIAL HEARING ON THE
PROPERTY LOCATED AT
301 RESERVE COURT
1ST ELECTION DISTRICT
1ST COUNCILMANIC DISTRICT

* BEFORE THE
* COUNTY BOARD OF APPEALS
* OF
* BALTIMORE COUNTY
* CASE NO. 08-199-SPH

* * * * *

OPINION

This matter comes before the Baltimore County Board of Appeals as an appeal from the January 10, 2008 decision of the Zoning Commissioner in a Special Hearing wherein the Petitioner sought approval for a nonconforming use of certain real estate presently used as an apartment building. The Petitioner, Timothy T. Luecking, was represented by Keith R. Truffer, Esquire. The Protestants, Stephen Shutz, Kranthi Mupparaju, Nicole Maloy, Jamie Rudy and William and Martha Rudy, were represented by Michael P. Tanczyn, Esquire. A hearing was held before the Board on July 30, 2008 and a Public Deliberation was held on October 28, 2008.

BACKGROUND

The Petitioner is the owner of an improved parcel of land in Baltimore County known as 301 Reserve Court. The parcel is a rectangular shaped corner lot (121' wide x 225' deep) in Catonsville with frontage along Reserve Court on the parcel's north side and to the east side is Rolling Road. The parcel contains a gross area of 19,952 square feet (+/-) zoned D.R.2 and is improved with a 2,154 square foot residential dwelling and detached garage. The improvements were built in 1941 and contain two apartments with separate entrances for each unit. The Petitioner purchased the subject property in 1999 at which time the Petitioner was presented with a Conditional Use Permit issued by the Director of Zoning to the Administration and Development Management to the previous owner of the property authorizing the use of the property as a nonconforming two apartment dwelling.

In August of 2007 a Code Enforcement inspection was initiated at the request of neighbors of the subject property based upon an allegation that the subject property had been converted into

a three-unit apartment dwelling in violation of the county zoning laws. Thereafter a violation citation was issued directing compliance with the D.R.2 zoning and thereby challenging the validity of the previously issued conditional Use Permit. A hearing was held before the Baltimore County hearing officer on September 6, 2007 from which a decision was issued finding the Petitioner in violation of County zoning laws by having multiple units on residential property zoned for single-family use based on the size of the lot. A civil penalty was imposed against the Petitioner and suspended, in part, conditioned upon the Petitioner filing for a hearing before the zoning commissioner on or before November 1, 2007.

A hearing was held before the Zoning Commissioner of Baltimore County after which the Zoning Commissioner issued an Order dated January 10, 2008 by which the use of the subject property as a three apartment dwelling was denied and the non-conforming use of the subject property as a two unit apartment dwelling was found to have been forfeited by way of "abandonment" of the Conditional Use Permit by reason of the conversion of the conversion of the dwelling into a three apartment unit dwelling.

ISSUE PRESENTED

Has the subject property lost its status as an apartment dwelling under the previously issued Conditional Use Permit?

TESTIMONY AND EVIDENCE

The Owner/Petitioner, Timothy Luecking, appeared before the Board of Appeals and testified that he acquired the property in June of 1999, by Deed from Mark McDaniel and that there were no tenants in the property at the time he took possession of the property. He testified that the seller of the property presented him with a Conditional Use Permit, which by its terms allowed for the use of the subject dwelling as a two-apartment dwelling. He testified that he moved into the property shortly after the purchase and lived on the first floor of the building and rented out the second floor.

The Petitioner testified that he continued to use the property as a two-apartment building, with only short periods of vacancy, for the next nine (9) years. The Petitioner testified that in January 2001, he separated from his now, ex-wife and moved to another house for (13) months and then moved back into the second floor of the property in the Spring of 2002. Petitioner further testified that he made renovations to the first floor and basement of the house and then

rented the first floor and basement to separate tenants in 2002. Petitioner identified the tenant in the basement of the house as being Jamie Collette who moved there in 2002 while Petitioner was residing in the floor one apartment of the building. The Petitioner further testified that the basement apartment remained rented until 2008.

The Protestants in this case called as a witness Mr. Ray Harmon, of the Baltimore County Code Enforcement Office who testified that in his position as a Code Enforcement Officer he visited the subject property in 2007, in response to complaints from neighbors of the subject property, and noted that the property was served by two (2) utility meters and had three (3) separate mailboxes. The evidence presented by Mr. Harmon did not disclose the names listed on each of the three (3) mailboxes. After Mr. Harmon's initial inspection of the subject property he then returned there and delivered a correction notice to the Petitioner mandating that the use of the building as a three-apartment unit be ceased. Thereafter Mr. Harmon issued the citation, which triggered a Code Enforcement Hearing before the Baltimore County Code Enforcement Hearing Officer.

Several witnesses appeared at the Board of Appeals hearing to place into the controversy the validity of the Conditional Use Permit on the theory that the said permit had been rendered null and void as the result of alleged gaps in tenancy within the two-apartment arrangement of the building as it existed prior to its conversion into a three-apartment dwelling unit. Moreover testimony was received by the Board relative to the length of occupancy of the tenants of the building prior to and after the point, at which the Petitioner purchased the subject property,

The Petitioner called as his first witness, Ms. Casserly, who testified that her grandparents bought the subject property in 1942 and owned it until 1976. As Ms. Casserly was born in 1948, she testified that her first memory of coming to the subject property was in 1954. She testified that her relatives, James Cox and Pearl Cox lived at the property until 1976. She went further to testify that according to her knowledge and information, the subject building had always been used as a two-apartment dwelling. She testified that she was unaware of the occupancy status of the subject property after its purchase by the Petitioner.

A witness for the Petitioner, Mr. Mark McDaniel, previously known as Mark Bohannon, testified that he moved into the property in 1976 and remained there until his sale of the property to the Petitioner in 1999. He testified that from 1976 until 1998 his uncle Mr. Jimmy Cox occupied the second floor apartment and that his uncle paid no rent for the apartment. Mr.

McDaniel testified that after the death of Mr. Cox in 1998 he then rented the second floor apartment to a college student.

The Protestants apparently base one of their arguments on the theory of "Conditional Use". The property was abandoned prior to the 1999 purchase, by reason of the failure of Mr. Cox, the second floor tenant, to pay any rent during his tenancy. The Protestants attempted to support this argument by calling as a witness Mr. Jose Pineda, a Custodian of Records for Baltimore Gas and Electric Company, who testified that he reviewed the electric utility usage records for the subject property for an unspecified period of time prior to the 1999 transfer of ownership and concluded that there was evidence of only minimal usage of the utility service for the second floor apartment.

The testimony was apparently offered to support the proposition that the apartment in question was unoccupied for an extended period of time prior to the Petitioner's purchase of same and that the alleged vacancy thereby created an abandonment of the Conditional Use permit by the prior owners. Moreover, the Protestants urged the Board to conclude that the Conditional Use permit could be considered abandoned upon a showing that there was no continual use of the subject dwelling as a two apartment house.

The Baltimore County Zoning Regulations in section Section 101 defines a nonconforming use as a legal use that does not conform to a use regulation for the zone in which it is located or to a special regulation applicable to such a use. The Baltimore County Zoning Regulations in Section 104.1 lists the conditions that will terminate a nonconforming use as:

1. A change from the non-conforming use to any other use whatsoever; or
2. Abandonment of the non-conforming use for one year or more; or
3. Discontinuance of the non-conforming use for one year or more.

DECISION

The Board concludes that the evidence presented as to the use of the subject property prior to its 1999 purchase by the Petitioner does not establish that the prior owner(s) abandoned the non-conforming use as contemplated under Maryland law. In the case of McKemy v.

Baltimore County, 39 Md. App. 257, 385 A.2d 96 (1998) the Court of Special Appeals opined that a proper determination of compliance with Section 104.1 of the Baltimore County Zoning Regulations requires consideration of the extent that the current use of a property is in conflict or compliance with the nature and purpose of the original non-conforming use. Based on the foregoing the Board concludes that evidence of a possible abandonment of the non-conforming use predicated upon the pre-1999 use of the subject property does not establish that the present use of the property is invalid based on the historical use of the property.

The Board concludes that the present use of the subject property is that of a three (3) apartment building based upon Petitioner's testimony that he renovated the basement of the subject property and thereafter rented it out along with the other two units existing therein. There is little argument that the subject property has been converted into a three-apartment dwelling. The issue that remains is whether this action resulted in the loss of the non-conforming use status as previously authorized by the County. Under Maryland law the non-conforming use status may be lost where there is an unlawful "expansion" of the non-conforming use or permitted where there is an "intensification" of that use. The test for the foregoing is articulated in the case of County Commissioners of Carroll County v. Zent 86 Md App. 745, 753-754, 587 A.2d 1205, 209 (1991). In Zent, the Court noted the following factors to be considered in determining whether an activity is within the scope of a non-conforming use and among those factors is the issue of whether the current use is a dramatic enlargement or extension of the original nonconforming use. In footnote 5 to the opinion in Zent the Court stated:

"We said in Prince George's Co. v. E.L. Gardiner, Inc. 47 Md.App. 471, 424 A.2d 392 (1981), rev'd on other grounds, 293 Md. 259, 443 A.2d 114 (1982), that: A distinction is to be drawn between the enlargement or extension of nonconforming uses and an intensification of such lawful uses. An increase in floor space ... an increase in the area of a lot used for nonconforming uses; or a change in business methods or the provision of new accessory facilities with the resulting extension of the use involved have been held to be proposals for the enlargement of a nonconforming use. Conversely, an increase in the volume of an existing business is usually referred to as intensification

rather than an enlargement and such intensification has been permitted under a valid nonconforming use.”

The Board believes that the expansion of the use of the subject property from that of a two- apartment dwelling unit into a three-apartment dwelling unit amounts to an illegal enlargement of the nonconforming use.

ORDER

IT IS THEREFORE THIS 23rd day of January, 2009 by the County Board of Appeals of Baltimore County;

ORDERED that the “Conditional Use” permit issued for the subject property herein is determined to be void and that the subject property shall revert to the applicable zoning status of a single family residence; and it is further

ORDERED that the Petition for Special Hearing in Case No. 08-199-SPH to confirm and approve a nonconforming two-apartment use at 301 Reserve Court is **DENIED**.

Any petition for judicial review from this decision must be made in accordance with Rule 7-201 through Rule 7-210 of the Maryland Rules of Procedure.

**COUNTY BOARD OF APPEALS
OF BALTIMORE COUNTY**


Lawrence S. Wescott, Panel Chairman


Wendell H. Grier


Robert W. Witt



County Board of Appeals of Baltimore County

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January 23, 2009

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102 W. Pennsylvania Ave. Suite 600
Towson, MD 21204

Michael P. Tanczyn, Esquire
606 Baltimore Avenue, Ste 106
Towson, MD 21204

RE: *In the Matter of: Timothy Leucking*
Case No.: 08-199-SPH

Dear Counsel:

Enclosed please find a copy of the final Opinion and Order issued this date by the Board of Appeals of Baltimore County in the subject matter.

Any petition for judicial review from this decision must be made in accordance with Rule 7-201 through Rule 7-210 of the *Maryland Rules*, **with a photocopy provided to this office concurrent with filing in Circuit Court. Please note that all Petitions for Judicial Review filed from this decision should be noted under the same civil action number.** If no such petition is filed within 30 days from the date of the enclosed Order, the subject file will be closed.

Very truly yours,

Theresa R. Shelton
Administrator

TRS/klc

Enclosure (Duplicate Original Cover Letter)

c: Timothy Luecking
Stephen Shutz
Nicole Maloy
William & Martha Rudy
Office of People's Counsel for Baltimore County
Timothy Kotroco, Director/PDM

Mary Lang
Kranthi Mupparaju
Jamie Rudy
Raymond Harmon/PDM
William Wiseman, III, Zoning Commissioner
Arnold Keller, Director/Planning

BOARD OF APPEALS OF BALTIMORE COUNTY
MINUTES OF DELIBERATION

IN THE MATTER OF: TIMOTHY LUECKING

08-199-SPH

DATE: October 28, 2008

BOARD/PANEL: Lawrence Wescott
 Wendell Grier
 Robert Witt

RECORDED BY: Sunny Cannington/Legal Secretary

PURPOSE: To deliberate the following:

1. Determine whether the nonconforming use was established.
2. If nonconforming use established was it nullified by expansion of the use to add a third unit or was it an intensification of the nonconforming use.

PANEL MEMBERS DISCUSSED THE FOLLOWING:

STANDING

- A Petition for Special Hearing was filed requesting to allow the nonconforming use to include a third unit.
- The history of the property established a nonconforming use. The house was originally built as a two-apartment dwelling and owned and occupied by the original owner. The uncle of the original owner occupied the second floor apartment. In 1999, the Petitioner, Mr. Luecking, purchased the property. From 1999 to 2008 the units were occupied with little or no lapse in occupation.
- In 2002 the Petitioner created a third apartment in the basement of the property.
- In 2007 the Community Association complained about the addition of the third apartment and a Citation was issued to the Petitioner for not complying with the area requirements. The DR-2 Zone requires a certain square footage for a three-apartment dwelling.
- The Petitioner has rented the basement unit (third unit) as a separate unit and has also rented that unit with the first floor unit as a shared unit.
- An Affidavit submitted by Counsel with the Closing Memo was discussed by the Board but could not be considered as it was not presented as evidence at the hearing.

DECISION BY BOARD MEMBERS: The Board determined that when the third apartment was created by the Petitioner, he expanded the nonconforming use. The actions of the Petitioner indicated the intention to expand the two-apartment dwelling into a three-apartment dwelling. By expanding the unit, the nonconforming use of the property was nullified. The law regarding nonconforming use is there to protect the property owner when the zoning changed and allows the owner to continue the use of the property. When the owner changes the use of the property outside the original nonconforming use, the nonconforming use is no longer valid.

FINAL DECISION: After thorough review of the facts, testimony, and law in the matter, the Board unanimously agreed to *DENY* the Special Hearing relief requested.

NOTE: These minutes, which will become part of the case file, are intended to indicate for the record that a public deliberation took place on the above date regarding this matter. The Board's final decision and the facts and findings thereto will be set out in the written Opinion and Order to be issued by the Board.

Respectfully Submitted,


Sunny Cannington



Baltimore County, Maryland

OFFICE OF PEOPLE'S COUNSEL

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PETER MAX ZIMMERMAN
People's Counsel

CAROLE S. DEMILIO
Deputy People's Counsel

October 7, 2008

Edward W. Crizer, Jr. Chairman
County Board of Appeals
400 Washington Avenue, Room 49
Towson, MD 21204



Re: PETITION FOR SPECIAL HEARING
301 Reserve Court; E corner of Rolling Road & Reserve Court
1st Election & 1st Councilmanic Districts
Legal Owner(s): Tim Luecking

Dear Mr. Crizer,

Enclosed please find the appendix of relevant Baltimore County Zoning Regulations, which was inadvertently omitted as an attachment to our office's memorandum filed October 1, 2008. It includes BCZR Sections 101 (definition, nonconforming use), 104 and 402.

I regret the omission.

Sincerely,

Peter Max Zimmerman
People's Counsel for Baltimore County

cc: Keith Truffer, Esq.
Michael Tanczyn, Esq.

MULTIFAMILY BUILDING — A structure containing three or more apartments. A multifamily building includes garden and other apartment buildings. [Bill No. 2-1992]⁵

NEIGHBORHOOD CAR RENTAL AGENCY — The principal use of land for the rental of motor vehicles weighing 7,000 pounds (GVW) or less, including the parking of no more than 25 such vehicles on the premises. The term does not include a business that rents or leases motor vehicles as an accessory use, or rents or leases trailers, or trucks weighing over 7,000 pounds (GVW), or supplies limousines for hire, or that is a taxi cab service (See also “garage, service”). [Bill No. 122-2005]

NIGHTCLUB — A tavern or other commercial establishment which provides live or recorded entertainment, with or without a dance floor, and which is categorized as a nightclub by the Building Code of Baltimore County. [Bill No. 110-1993]

NONCONFORMING USE — A legal use that does not conform to a use regulation for the zone in which it is located or to a special regulation applicable to such a use. A specifically named use described by the adjective “nonconforming” is a nonconforming use. [Bill No. 18-1976]

NONINDUSTRIAL USE — Any use other than an industrial, quasi-industrial or industry-related use. [Bill No. 178-1979]

NUDITY — A state of dress in which a human buttock, anus, genitalia or female breast is completely bared. [Bill No. 137-1990]

NUDITY, PARTIAL — A state of dress in which clothing covers no more than the genitals, pubic region and areolae of the female breast, as well as portions of the body covered by supporting straps or devices. [Bill No. 137-1990]

NURSERY, HORTICULTURAL — An agricultural operation primarily engaged in the production and marketing of trees, shrubs and plants. The plant materials may be produced on the premises and may be purchased elsewhere at any stage of maturity for further production. Horticultural nurseries may engage in accessory uses such as storage of plant materials, sale of products necessary for the health of the nursery stock, and provision of limited landscape services. A nursery which sells plant materials grown exclusively on-site and which does not offer any of the accessory services permitted at horticultural nurseries shall be considered a farm. [Bill No. 41-1992]

NURSERY SCHOOL — A school or a level within a school providing educational instruction for children between two and four years old. [Bill No. 47-1985]

NURSING HOME (formerly “convalescent home”) — A facility which provides board, shelter and nursing care to chronic or convalescent patients. This term also includes facilities which provide domiciliary care within a nursing home. [Bill No. 37-1988]

OFFICE — A building or portion of a building used for conducting the affairs of a business, profession, service, industry or government, including a medical office. The term “office” does not include a bank, a post office, a veterinarian’s office or an establishment

⁵ Editor’s Note: The former definition of “neighborhood” which followed this definition was repealed by Bill No. 3-1993.

determined by the Department of Environmental Protection and Resource Management.

- E. Growth allocation will not be required for subdivisions of land where each resultant parcel or lot contains a dwelling which existed on December 1, 1985.
- F. Residential subdivision of land other than for single-family dwellings, as covered by Paragraphs D and E of this subsection, is permitted in accordance with an approved final development plan or record plat if the approval was granted by the county before June 1, 1984.
- G. For nonresidential developments, a lot or parcel of land may be developed with a use permitted on the property under the zoning or use regulations in effect on December 1, 1985, notwithstanding that such development may be inconsistent with the provisions of Article 33, Title 2 of the Baltimore County Code and provided that this right to develop is subject to the Zoning Regulations in effect at the time the right is to be exercised; unless the lot or parcel is within the recorded or approved plat or a plan of a land subdivision approved by the county before December 1, 1985, in which case the limitations and rights pertaining to the approved plan or plat shall govern.

Section 104 Nonconforming Uses [BCZR 1955]

- 104.1 A nonconforming use (as defined in Section 101) may continue except as otherwise specifically provided in these regulations, provided that upon any change from such nonconforming use to any other use whatsoever, or any abandonment or discontinuance of such nonconforming use for a period of one year or more, the right to continue or resume such nonconforming use shall terminate. [Bill Nos. 18-1976; 124-1991]
- 104.2 A structure damaged to any extent or destroyed by fire or other casualty may be restored within two years after such destruction or damage but may not be enlarged. In the case of residentially used structures which are nonconforming in density, the number of dwelling units or density units rebuilt may be equal to but may not exceed the number of units which existed before the casualty. [Bill No. 124-1991]
- 104.3 No nonconforming building or structure and no nonconforming use of a building, structure or parcel of land shall hereafter be extended more than 25% of the ground floor area of the building so used. This provision does not apply to structures or uses restored pursuant to Section 104.2, except as authorized by the Zoning Commissioner pursuant to Section 307. [Bill No. 124-1991]
- 104.4 Exception. Any contrary provision of these regulations notwithstanding, an office building that was authorized by grant of a special exception and that becomes damaged to any extent or destroyed by casualty may be fully restored in accordance with the terms of the special exception. [Bill Nos. 167-1980; 124-1991]

- 104.5 Any use which becomes or continues to be nonconforming which exists within the Chesapeake Bay Critical Area on or after the effective date of this section is subject to the provisions of Sections 104.1, 104.2 and 104.3 and to the variance provisions and procedures of § 32-4-231, § 33-2-205, or § 33-2-603 of the Baltimore County Code, whichever is or are applicable. **[Bill Nos. 32-1988; 124-1991; 9-1996; 137-2004]**
- 104.6 A striptease business lawfully operating prior to the effective date of this legislation⁶ that is in violation of the requirements contained herein shall be deemed a nonconforming use. A striptease business which is a nonconforming use:
- A. Shall be permitted to continue for a period not to exceed one year, unless sooner terminated for any reason or voluntarily discontinued for a period of thirty days or more; and
 - B. Shall not be increased, enlarged, extended or altered except that the use may be changed to a conforming use. **[Bill No. 137-1990]**
- 104.7 Notwithstanding the provisions of this section, nonconforming signs are subject to Section 450.8.C. **[Bill No. 89-1997]**
- 104.8 After notice and hearing, the Zoning Commissioner may terminate a nonconforming use and require the use to revert to a use allowed under the existing zoning classification if the hearing officer has previously determined, after a code enforcement hearing under Article 3, Title 6 of the Code: **[Bill No. 105-2006]**
- A. That the owner, tenant or entity having control of the land or use is in violation of the County Code, as defined in Article 3, and that the violation is continuing; or
 - B. That the owner, tenant or entity having control of the land or use is in violation of the County Code for the same offense on multiple occasions.

Section 105
Prohibited Uses in Chesapeake Bay Critical Area
[Bill No. 32-1988]

The establishment or expansion of the following uses is prohibited in all Chesapeake Bay Critical Areas:

- A. Solid or hazardous waste collection or disposal facilities.
- B. Sanitary landfills.
- C. Liquefied natural gas facility. **[Bill No. 9-2007⁷]**
- D. Permanent sludge hauling, storage or disposal facilities other than those associated with wastewater treatment facilities.

⁶ Editor's Note: Apparently refers to Bill No. 137-1990.

⁷ Editor's Note: This bill also provided for the redesignation of former Subsections C, D and E as D, E and F, respectively.

Section 401
Cemeteries
[BCZR 1955]

The Zoning Commissioner or the Board of Appeals, on appeal, may require a minimum setback from any property line for any building, structure, grave or place of temporary or permanent burial, and may require such walls, fences and/or planting of shrubbery, trees or vines as may be reasonable and proper to afford adequate screening.

Section 402
Conversion of Dwellings
[BCZR 1955]

For residential use:

- 402.1 The converted dwelling must be located on a lot that will meet the dimensional requirements shown in the schedule which follows.
- 402.2 Separate cooking facilities and a separate bathroom shall be provided for each family unit.

**CONVERSION OF ONE-FAMILY DWELLINGS
MINIMUM DIMENSIONS**

Zone	Width of Lot in Feet at Front Building Line			Lot Area In Square Feet		Side Yards (feet)	
	Duplex ¹	Semi-Detached ¹	Each Add. Fam.	Two Families	Each Add. Family	Min. For One	Sum of Both
D.R.1	175	175	25	50,000	10,000	Int. 25 Cor. 50	Int. 60 Cor. 75
D.R.2	125	125	25	25,000	7,500	Int. 20 Cor. 35	Int. 50 Cor. 60
D.R.3.5	90	100	15	12,500	4,000	Int. 20 Cor. 30	Int. 40 Cor. 50
D.R.5.5	80	90	15	10,000	3,000	Int. 15 Cor. 25	Int. 35 Cor. 40
D.R.10.5	70	80	10	Interior 8,050 Corner 9,200	2,500	Int. 15 Cor. 25	Int. 30 Cor. 40
D.R.16	70	80	10	Interior 8,050 Corner 9,200	2,500	Int. 15 Cor. 25	Int. 30 Cor. 40

NOTES:

The original BCZR 1955 definitions of "dwelling, duplex" and "dwelling, semi-detached" were deleted from Section 101 by Bill No. 100-1970. The entries previously read as follows:

"Dwelling, Duplex: A two-family detached building with one housekeeping unit over the other.

"Dwelling, Semi-detached: A building that has two one-family housekeeping units erected side by side on adjoining lots, separated from each other by an approved masonry party wall extending from the basement or cellar floor to the roof along the dividing lot line, and separated from any other building by space on all sides."

For tearoom or restaurant use:

- 402.3 To be converted for tearoom or restaurant use in an D.R.1 or D.R.2 Zone¹ as a special exception, the following requirements must be met:
- A. Meals may be served only at tables, indoors or on an outdoor terrace, and not to persons remaining in cars.²
 - B. The minimum lot size shall be one acre.
 - C. Signs are permitted, subject to Section 450; [Bill No. 89-1997]
 - D. Service shall be provided only at mealtimes.³

**Section 402A
(Reserved)**

**Section 402B
Antique Shops In Residential Zones
[Bill No. 31-1978]**

- 402B.1 An antique shop may be allowed, by special exception, in an R.C.2, R.C.4, R.C.5, D.R.1 or D.R.2 Zone only outside the urban-rural demarcation line and only on a lot no smaller than one acre; in a D.R.16 Zone, an antique shop is allowable only in a building originally constructed as a one-family dwelling that is situated on a lot with frontage on a Class I or Class II commercial motorway or in a historic district so designated by the National Register of Historic Places or the final landmarks list of the Baltimore County Landmarks Preservation Commission.
- 402B.2 No display or storage of merchandise shall be visible from any public street.
- 402B.3 Signs are permitted, subject to Section 450. [Bill No. 89-1997]

¹ Editor's Note: Such conversions are also permitted in certain R.C. Zones. See Article 1A.

² Editor's Note: Former Subsection B, which followed this subsection and established a parking space requirement, was repealed by Bill No. 26-1988.

³ Editor's Note: Former Section 402.4, Elevator Apartment Buildings and Office Buildings, Conditions for Accessory Business Uses in, which was added by Resolution, November 21, 1956, to follow this subsection, as amended by Bill No. 64-1960, was repealed by Bill No. 167-1980.

Section 402C
Residential Art Salons
[Bill Nos. 32-1978; 31-1984]

- 402C.1 A residential art salon may be allowed, by special exception, in an R.C.2, R.C.5, D.R.1 or D.R.2 Zone only outside the urban-rural demarcation line and only on a lot no smaller than one acre; in a D.R.16 Zone, a residential art salon is allowable only in a building originally constructed as a one-family dwelling that is situated in a historic district so designated by the National Register of Historic Places or the final landmarks list of the Baltimore County Landmarks Preservation Commission or on a lot with frontage on a Class I or Class II commercial motorway.
- 402C.2 No display or storage of merchandise shall be visible from any public street.
- 402C.3 Signs are permitted, subject to Section 450. **[Bill No. 89-1997]**
- 402C.4 Off-street parking spaces shall be provided in accordance with Section 409, except that, irrespective of any conflicting provisions of Section 409, off-street parking shall be provided for at least 10 cars in an R.C.2, R.C.5, D.R.1 or D.R.2 Zone and for at least 5 cars in a D.R.3.5 or D.R.5.5 Zone, and none need be provided in a D.R.16 Zone. All off-street parking spaces shall be screened in accordance with the Baltimore County Landscape Manual standards and criteria for commercial, office and industrial development.
- 402C.5 Hours of operation shall be not earlier than 10:00 a.m. and not later than 10:00 p.m. daily, or such shorter hours as the Zoning Commissioner may prescribe.¹

(Cont'd on page 4-9)

¹ Editor's Note: Former Section 402D, Conversion of Dwellings to Bed-and-Breakfast Home or Bed-and-Breakfast in D.R. or R.C. Zones; Section 402E, Conversion of Dwellings to Country Inn in D.R. or R.C. Zones; Section 402F, Reservation Book or Log; and Section 402G, Enlargement of Country Inn, which immediately followed, added by Bill No. 113-1988, as amended, were repealed by Bill No. 130-2005.

10/7/08

IN THE MATTER OF: * COUNTY BOARD OF APPEALS
TIMOTHY LUECKING * OF BALTIMORE COUNTY
LEGAL OWNER/PETITIONER * CASE NO.: 08-199-SPH
301 RESERVE COURT *
1ST ELECTION DISTRICT *
1ST COUNCILMANIC DISTRICT *



* * * * *
* * * * *

PETITIONER'S BRIEF

The Petitioner, Timothy Luecking, submits this brief in support of his Petition for Special Hearing to confirm and approve a nonconforming multi-apartment use of the property known as 301 Reserve Court.

ISSUE

Whether the property currently known as 301 Reserve Court is a permitted nonconforming use within the current Baltimore County Zoning Regulations as defined by BCZR 104.1.

FACTS

The property is a two-story brick residential dwelling located at 301 Reserve Court, Catonsville, MD 21228.¹ The dwelling has a separate apartment on each of the first and second floors. Each apartment maintains separate entrances, separate kitchens, separate living areas and separate bathrooms. The residence was built prior to 1945 as a two-apartment structure by the original owners, Mr. and Mrs. James B. Cox.

¹ Until a recent point in time, the property address was known as 540 S. Rolling Road, Catonsville, MD 21228.

In approximately 1954, the property was rented to Mr. and Mrs. Hoefflich who remained resident in the second floor apartment until approximately 1964. Immediately thereafter, James T. Cox moved into the upstairs apartment and stayed there through his death in late 1998. The ground floor apartment was occupied by Mr. and Mrs. James B. Cox through 1976 at which time, their daughter, Jeanne Cox, moved into the ground floor. Jeanne Cox resided there until her death in 1991. Her son, Mark McDaniel, moved onto the property in 1976 and also occupied the first floor until the sale of the property to the Petitioner in June, 1999.

Since June, 1999, the Petitioner has maintained continuous use of both the first floor, second floor and/or basement as separate apartments, either living in one of the apartments himself and/or renting out the apartments not so used.² Mr. Luecking's testimony established that since his acquisition of the property in June, 1999, the residence has been used as at least two separate dwellings without interruption.

It was uncontroverted that the exterior of the residence has not been significantly altered or expanded in any way since its original construction.

The testimony of Petitioner's witnesses established a continuous, unbroken use of both the first and second floor apartments (and briefly the basement apartment) as separate dwelling units from at least as early as 1950 to date.

² For a period of time, the Petitioner built out and rented the basement of the house as a third apartment. This use was discontinued in 2007.

ZONING HISTORY

The property is currently zoned DR.2, which requires a minimum lot size of 25,000 s.f. BCZR 402.1.³ It was stipulated that the lot size for this property is 19,952 s.f. A zoning history for the property was prepared by the Baltimore County Office of Zoning Review and submitted as Petitioner's Exhibit 8. This review indicates that the DR.2 zoning was applied to the property in 1980. It was uncontroverted that the property was fully conforming prior to the 1980 zoning change.

ARGUMENT AND LAW

A "nonconforming use is a vested right entitled to constitutional protection." Amereihn v. Kotras, 194 Md. 591, 601, 71 A.2d 865, 869 (1950).

In seeking approval for the instant nonconforming use, the Petitioner bears the burden of "establishing the existence of the use at the time of the passage of the prohibiting zoning ordinance," Vogl v. City of Baltimore, 228 Md. 283, 288, 179 A.2d 693, 696 (1962).

With almost no contradiction, the Petitioner has established a continuous, unbroken use of the subject property as a multi-unit dwelling since at least 1950 and that this use was in place in 1980 when the property first became nonconforming. The only serious question is whether since 1980 the nonconforming use has been abandoned or discontinued. "Abandonment...focuses not on the owner's intent, but rather, on whether the owner failed to use the property as a nonconforming use in the time period

³ The first minimum lot size applicable to the subject residence was "not less than five thousand square feet." BCZR Appendix K, C.1.

specified in the zoning ordinance.” See Catonsville Nursing Home, Inc. v. Loveman, 349 Md. 560, 581, 709 A.2d 749, 759 (1998).

The Baltimore Zoning Regulations provide:

104.1 A nonconforming use (as defined in Section 101) may continue except as otherwise specifically provided in these regulations, provided that upon any change from such nonconforming use to any other use whatsoever, or any abandonment or discontinuance of such nonconforming use for a period of one year or more, the right to continue or resume such nonconforming use shall terminate. [Bill Nos. 18-1976; 124-1991]

On the issue of abandonment, the testimony raised only two questions:

1. Whether the use of the second floor apartment by James T. Cox during the period 1964 until his death in late 1998 interrupted the nonconforming use, and
2. Whether the use of the residence for three units during a short period of time represents an unlawful “extension” of the nonconforming use or, on the other hand, a permitted “intensification” of that use.

1. The use of the second floor apartment by James T. Cox maintained the nonconforming use of the property.

The testimony of several of the Petitioner’s witnesses established that from 1964 through 1998, the second floor apartment was occupied by James T. Cox, the brother of Jeanne Cox and uncle of Mark McDaniel, who occupied the first floor apartment. The Petitioner’s Exhibits 1 through 7, and the testimony describing the residence, confirm that each of the first floor and second floor apartments had separate entrances, separate kitchens, separate bathrooms and

separate living spaces. Indeed, there is and has been no way to physically move from one floor to the other without exiting the residence altogether. The familial relationship of the residents does not alter the character of this use.

BCZR §402.1 requires that a "Two family" dwelling unit have a minimum lot size of 25,000 s.f.

BCZR §101 defines "Dwelling, Two Family" as:

A two-family house containing two dwelling units each of which is totally separated from the other with an unpierced ceiling and floor extending from exterior wall to exterior wall or by an unpierced wall extending from ground to roof. [Bill No. 2-1992].

BCZR §101 defines "Family" as:

Any number of individuals lawfully living together as a single housekeeping unit and doing their cooking on the premises, as distinguished from a group occupying a boarding or rooming house or hotel.

Nothing in the definition of "Family" either requires or precludes a consanguineous relationship between those occupying each separate "housekeeping unit." The focus is on the use and the physical separation of the units. In considering the use of a residence for two or more "housekeeping units," the Regulations make clear that a familial relationship, *vel non*, is simply not a factor. In this case, the fact that Mr. Cox was related to the occupants of the first floor apartment does nothing to defeat or diminish his use of the second floor apartment as a separate "housekeeping unit" consistent with the rigors of the Baltimore County Zoning Regulations.

2. The use of the residence for three dwelling units is, at worst, no more than a lawful intensification of the nonconforming use.

The Petitioner's testimony established that for a period of time, the residence was rented out as three separate apartments, the basement having been converted to the use as an additional apartment. The question is fairly raised whether this use represents an unlawful "expansion" of the nonconforming use or a permitted "intensification" of that use.

"Maryland recognizes, and our cases have held, that an intensification of a nonconforming use is permissible, so long as the nature and character of that use is unchanged and is substantially the same." Trip Associates, Inc. et al. v. Mayor and City Council of Baltimore, 392 Md. 563, 579, 898 A.2d 449 (2006), citing Feldstein v. LaVale Zoning Board, 246 Md. 204, 211, 227 A.2d 731, 734; Jahnigen v. Staley, 245 Md. 130, 137, 225 A.2d 277, 281; Nyburg v. Solmson, 205 Md. 150, 161, 106 A.2d 483, 488; Green v. Garrett, 192 Md. 52, 63, 63 A.2d 326, 330. See also Kastendike v. Baltimore Ass'n for Retarded Children, Inc., 267 Md. 389, 396-98, 297 A.2d 745, 749-50 (1972); Parr v. Bradyhouse, 177 Md. 245, 247, 9 A.2d 751, 752 (1939) (determining that rental of tract of land formerly used for a dairy business for riding academy did not affect the right to use the land as a nonconforming use, as it was simply a change from cows to horses).

In County Com'rs of Carroll County v. Zent 86 Md.App. 745, 753-754, 587 A.2d 1205, 1209 (1991) the Court of Special Appeals identified "the factors to be

considered in determining whether an activity is within the scope of a nonconforming use,”

(1) to what extent does the current use of these lots reflect the nature and purpose of the original nonconforming use;

(2) is the current use merely a different manner of utilizing the original nonconforming use or does it constitute a use different in character, nature, and kind;

(3) does the current use have a substantially different effect upon the neighborhood;

(4) is the current use a "drastic enlargement or extension" of the original nonconforming use. (citations omitted.)

The Zent Court observed in Footnote 5 to the opinion,

"We said in *Prince George's Co. v. E.L. Gardiner, Inc.*, 47 Md.App. 471, 424 A.2d 392 (1981), *rev'd on other grounds*, 293 Md. 259, 443 A.2d 114 (1982), that: 'A distinction is to be drawn between the enlargement or extension of nonconforming uses and an intensification of such lawful uses. An increase in floor space ... an increase in the area of a lot used for nonconforming uses; or a change in business methods or the provision of new accessory facilities with the resulting extension of the use involved have all been held to be proposals for the enlargement of a nonconforming use. Conversely, an increase in the volume of an existing business is usually referred to as an intensification rather than an enlargement and such an intensification has been permitted under a valid nonconforming use.' "

The following cases, among others, illustrate the extent to which a nonconforming use may be permissibly intensified.

Green v. Garrett, 192 Md. 52, 63, 63 A.2d 326, 330 (1949)

Green addressed the old Baltimore Stadium which was originally constructed prior to 1939 and was used infrequently for "football games, track meets and civic events." These events became more frequent after 1939 consisting "mainly of football games and other events, not baseball games." In

1944, the City's only baseball stadium, Oriole Park, was destroyed by fire and the baseball games previously played there were shifted to Baltimore Stadium. This shift resulted in a more frequent use of this stadium, including the more frequent display of lights and use of a speaker system for a considerable portion of the year. The Court of Appeals held that the more frequent use of the stadium for purposes of professional baseball was not an impermissible extension of the nonconforming use of the facility.

Nyburg v. Solmson, 205 Md. 150, 106 A.2d 483 (1954),

In Nyburg, a garage had been built on the property in 1920 where nearby residents parked no more than 10 cars. An open area "some 164 feet by 129 feet," existed in front of the garage. The zoning changed in the neighborhood in 1931 to a residential use district and the garage continued as a nonconforming use. In 1950, the property owners subcontracted the use of the previously existing open lot for the storage of up to 50 new cars. The Court held that the storage of this increased number of new cars was "not an extension but merely an intensification of a long continued nonconforming use," at 161, citing Green v. Garrett, *supra*.

Feldstein v. LaVale Zoning Board, 246 Md. 204, 227 A.2d 731 (1967).

In this case, a junk yard first used in 1939 became a nonconforming use when surrounding property was rezoned for residential use. The Court of Appeals addressed the subsequent "expansion of this high rise junkyard" by the owners.

At the trial below, evidence was produced on behalf of the zoning board tending to show that the piles of junk had increased in height from a maximum of eight feet to an average of twenty to twenty-five feet. There was other oral evidence to the effect that

the western portion of the junkyard, including a narrow strip of land (approximately three hundred feet long by seventy feet wide), had not been used for the storage of junk prior to the adoption of the ordinance but was presently being used for that purpose. And there was photographic evidence showing that junk had been piled in the easterly portion of the junkyard to the edge of the traveled part of Lane Street. Feldstein, at 208.

The Court held that this expansion was an intensification and not an impermissible extension of the nonconforming use, Feldstein at 211.

County Commissioners of Carroll County v. Zent, 86 Md.App. 745, 587 A.2d 1205 (1991),

This case involved a milk delivery business which originally began on the property in 1923, but over time had increased the number of unused delivery trucks stored on the property for parts. The Court held that this increase in unused milk delivery trucks on the property was a permissible intensification of the nonconforming use and not an illegal extension. The Court said there "in these cases we have consistently held that merely increasing the frequency of a nonconforming use did not constitute an unlawful extension; rather it was but an intensification of the use," at 757.

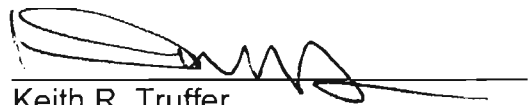
Trip Associates, Inc. et al. v. Mayor and City Council of Baltimore, 392 Md. 563. In Trip, the Court considered an nonconforming adult entertainment facility in Baltimore City which increased the number of nights on which adult entertainment was performed from two nights to five nights. The Court held that this increase was a mere intensification, determining that it was a "more frequent present use of the property for the same or a similar use than that for which it had been used less frequently before," at 463.

CONCLUSION

In this case, the uncontradicted testimony established that the use of this property from its inception to date has been exclusively for residential purposes. No change of any significance has ever been made to the exterior of the facility. The brief period of time when the property was occupied by three separate dwelling units is at worst a mere intensification of that use, to wit, a more frequent number of individuals present on the property or coming and going from the property. At no time was the residential use itself deviated from in any way. These facts are completely consistent with those cases on this issue which focus solely on the character of the use itself. The residential use of the property has continued unabated from the time of its construction to date and, as such, does not represent an abandonment or discontinuance of the nonconforming use.

For the reasons expressed above, this property has been continually used as a multi-unit residence from at least 1950 to date. Neither Mr. James T. Cox familial relationship to his sister and nephew, nor the use of the residence for three apartments amounts to an abandonment or discontinuance of the nonconforming use. The Petitioner requests that the Board confirm and approve the requested continuation of this use.

Respectfully submitted,



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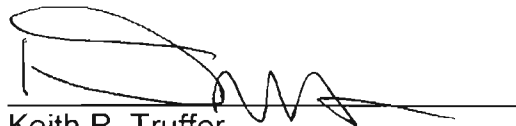
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 3rd day of October, 2008, a copy of the foregoing Brief was mailed, postage prepaid, to:

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VIA HAND DELIVERY

Ms. Kathleen C. Bianco, Administrator
County Board of Appeals of Baltimore County
Jefferson Building, Second Floor, Suite 203
105 W. Chesapeake Avenue
Towson, MD 21204

Re: In the Matter of: Timothy Luecking
301 Reserve Court
1st Election District; 1st Councilmanic District

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BALTIMORE COUNTY
BOARD OF APPEALS

Dear Ms. Bianco:

I enclose Petitioner's Brief to be filed in the above case.

I thank you for your consideration.

Sincerely,



Keith R. Truffer

KRT:ps

cc: Mr. Timothy T. Luecking
Peter Max Zimmerman, Esquire, People's Counsel for Baltimore County
Michael P. Tanczyn, Esquire

10/1/08

IN RE: PETITION FOR SPECIAL HEARING	*	BEFORE THE
E Corner of Rolling Road and	*	BOARD OF APPEALS
Reserve Court (301 Reserve Court)	*	
1 st Election District	*	FOR
1 st Councilmanic District	*	BALTIMORE COUNTY
Legal Owner/Petitioner:	*	
Timothy T. Luecking	*	Case No.: 08-199-SPH
* * * * *		

PROTESTANT'S MEMORANDUM

Now comes, *Hillcrest Reserve Homeowners' Association, Inc.*, Protestant, by its attorney, *Michael P. Tanczyn, Esquire*, submits the within Memorandum to assist the Board of Appeals in reaching its decision in this case.

Procedure

Following citation in 2007 by Code Enforcement, of the property owner of 301 Reserve Court for a Zoning Violation relative to the conversion of an existing conditional use of a two apartment residence by adding a third apartment, the current property owner, Timothy T. Luecking, *pro se*, filed a Petition for Special Hearing to confirm and approve a non-conforming two apartment use at the property now known as 301 Reserve Court. The subject property is on a rectangular lot, 121 feet wide by 225 feet deep in the Catonsville section of Baltimore County with frontage along Reserve Court on the North side with Rolling Road to the East. The property incorporates 19,952 sq. ft. more or less zoned D.R. 2 and was improved as a detached dwelling 2,154 sq. ft. residential dwelling and a detached garage.

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BALTIMORE COUNTY
BOARD OF APPEALS

At the hearing before the Zoning Commissioner of Baltimore County, the Zoning Commissioner by Order of January 10, 2008, denied approval of the subject dwelling as a legal, non-conforming two apartment dwelling and ordered the Petitioner to cease the rental of the property as a multi-family dwelling within six (6) months of the date of the Order and return it to use as a single-family dwelling thereafter. The Zoning Commissioner further included in his Order of Denial that the Petitioner permit a representative of Code Enforcement reasonable access to the building to ensure compliance.

The Petitioner appealed that Decision to the Board of Appeals of Baltimore County which conducted a hearing on July 30, 2008, *de novo*.

Facts

Petitioner's first witness, **Ms. Casserly**, testified her grandparents bought the property in 1942 and owned it until 1976. Since she testified she was born in 1948, and did not remember coming to the property before 1954, she had no first-hand or personal knowledge of what actually occurred at the property from the time of purchase until 1954. She testified that her relatives, James Cox and Pearl Cox lived there until her grandmother died in 1976. For the times she had been to the property, she believes it has always been a two apartment dwelling. She introduced photos 1A through D showing the exterior of the house from several angles taken by her testimony in the 1950's. She testified as to Petitioner's 2, building sketch showing the interior layout of the two (2) units, one downstairs and one upstairs. The last time she was in the house, according to her testimony, was 1998. She testified as to another couple named Hoefflicks

who she believed resided in there from 1954 for approximately nine (9) years until they moved in the early 1960's. At that time, according to her testimony, her uncle and grandmother rented the upstairs apartment to an elderly man whose name she did not know. When she attended UMBC, from 1971 to 1974, she testified she would visit the property on a regular basis and would have lunch with her grandparents until she graduated in 1974.

She testified she could not say for sure whether the property was continuously rented from 1964 to 1974 for the upstairs unit. When her grandmother died in 1974, she recalled a tenant moved out of the apartment upstairs and her uncle, James Cox, moved upstairs. She recalled her mom and her brother, who was age 10 at the time, moving into the lower level unit around 1975. She testified her uncle lived upstairs until he died in 1998. When her mother died in 1991, her brother was living downstairs and subsequently her brother, Mark McDaniel became the owner of the property after James Cox died. She testified the upstairs unit was not used for approximately six (6) months, after Mr. Cox died, while it was updated and painted. When then rented, the rental income was utilized by her brother. She testified that her uncle, James Cox, had never paid rent and she was unaware whether there was separate gas and electric meters for the different units at the property. She introduced pictures 3A and B showing her grandmother and sister and sister-in-law in the pool adjacent to the house in approximately 1965, as well as a picture of her sister-in-law, Maria McDonald in 1966, who was married to Robert McDaniel at the time.

Petitioner's second witness, the current owner, *Timothy Luecking, Sr.*, testified he acquired the property in June of 1999, by Deed from Mark McDaniel and that there were no tenants in the property when he purchased. He testified he lived on the first floor of the building and rented out the second floor. On cross-examination, he had no recall of how long tenants were there and that for the time following settlement, new tenants were there on a yearly lease and then on a month-to-month basis. His testimony was that the units had been continuously rented with no more than a monthly gap between tenants. He testified he stopped renting in January 2008, and that the upstairs had been re-rented as of July 31, 2008. He testified that he had made renovations to the downstairs basement after 1999.

He testified in January 2001, he separated from his now, ex-wife and moved to another house for thirteen (13) months and then moved back to this property in approximately the Spring of 2002. He testified subsequently after making renovations to the basement that he rented the first floor and the basement to separate tenants and from January 2002, there was a tenant on the first floor and that Mr. Luecking lived on the second floor. He then testified from the Spring 2002, he lived on the first floor for between one year to eighteen (18) months. In 2002, while he was dating a woman, he put a kitchen in the basement in July 2002, and that Jamie Collette moved into the basement apartment while he was then living on the first floor. He testified in the Spring of 2003, he moved to 538 South Rolling, an adjacent building which was subsequently demolished or taken down. He testified during that time period he rented the basement unit to Carmel Lutz and what he called the first floor unit to her sister. He testified Carmel Lutz left the

property as a tenant one year later and her sister stayed until the Spring of 2006, as best he could recall. He testified in the Spring of 2006, he moved back into the property when 538 Rolling Road was then torn down or perhaps in the Fall of 2005.

He testified he had lived since moving back on the first floor until June 2007 and had not rented that house since June 2007. Subsequently in February 2008, he testified he moved back into the property. He then testified that in June 2007, there was a tenant in the upstairs unit and a tenant in the basement under lease until July 2008, when she moved out. He introduced Petitioner's Exhibit 4, picture of the first floor kitchen and Petitioner's Exhibit 5, a picture of the second floor kitchen; Petitioner's Exhibit 6, picture of two (2) electric meters on the side of the building, one of which covered service to the second floor and the first one provided service to the first floor and basement. Petitioner's Exhibit 7 were pictures of two (2) gas meters. He testified that the building had a shared heating arrangement for the various units and testified that according to the utility records the second floor gas unit had no usage beginning in January 2008, and the second floor had no electric since February 2008. He testified that the work that was done at the property to create an apartment unit in the basement was done by a contractor who has done work on the side without a permit for the work converting the basement from pre-existing rooms to four (4) rooms. He testified at that point, he had three (3) apartments in the building. He testified there were written leases for the tenants but he did not have them with him.

Petitioner's third witness, **Mary Louise Lang**, testified she had been a resident at 5554 South Rolling Road for sixty-four (64) years. She testified that she and her mom visited with Pearl Cox when Pearl resided at the property. She further testified she did not know any people who rented the property from 1946. She further testified that when she went to work she was not familiar with Mrs. Cox or who resided at the property on a continuous basis. She acknowledged signing Protestant's Exhibit 1, which was a Petition in Opposition to the Non-Conforming Use at this location which was submitted into evidence. People's Counsel then offered what was marked as Petitioner's 8, the Zoning history for the property and State Department of Assessments and Taxation records indicating that the gross square footage of the Petitioner's lot was 19,952 sq. ft.

Protestant's first witness was there under summons from B G & E, Mr. Jose' Pineda. Mr. Pineda testified that in accordance with B G & E records, that there was virtually no service to the second floor apartment provided for an extended period of time and that there was only one active meter at the property.

Protestant's second witness, **Mr. Ray Harmon**, of the Baltimore County Code Enforcement Officer testified that when he visited the subject property to investigate a complaint, he found three (3) mailboxes for different units and two (2) meters and that he had discovered after investigation, that the property had a little more than 19,000 sq. ft. He had conducted his second inspection on July 17, 2007, and had delivered a correction notice to Mr. Tim Luecking. He testified he was advised August 1, 2007, by Mr. Luecking that the property would be

converted back to fewer units but when that did not occur, he issued the citation. He testified on his investigation of the property on September 4, 2007, that there were two (2) mailboxes, three (3) apartments and four (4) separate entrances to the existing units to the property. He testified there was a Code Enforcement Hearing on September 6, 2007, and People's Counsel Exhibit admitted into evidence was the Order and Decision dated September 11, 2007, of the Code Enforcement Hearing Officer.

Protestant's third witness, **Deborah Head**, testified under a Subpoena served on her. Mrs. Head was formerly married to Timothy Luecking. When they had moved to what is now the subject property, 301 Reserve Court, she testified that Mr. Luecking had visitation with his sons from a former marriage at the property and that they slept in the basement of the building in improvements created for them by Mr. Luecking when they visited. She testified that in the time she lived there, there was not a kitchen or separate apartment amenities in the basement and that the basement unit did not exist as a separate apartment but was connected to a part of the middle floor as a living unit.

Nicole Maloy testified and presented Rule 8 papers which were admitted into evidence for Hillcrest Reserve Homeowners' Association, Inc. including the position of the Association to oppose the Petition to confirm and approve a non-conforming to apartment use at the subject property at 301 Reserve Court, Catonsville, Maryland. Petitioner subsequently called as a further witness, Mark McDaniel, previously known as Mark Bohannon, who testified he had moved to the property in 1976, and had visited the subject property in 1974 and 1975. He testified this property was his sole residence until 1999, when it was sold by him to the Petitioner, Mr. Luecking. He testified during the time period 1976, until his death in 1998, his uncle

Jimmy Cox lived upstairs and that his uncle had paid no rent. He testified that James Cox had frequently cooked Mark's dinner. He testified going forward that after his mom and uncle Jimmy had died, that the property belonged to him and that he rented to a female college student at UMBC and he testified that the upstairs unit on the top floor was the rental unit and that the downstairs unit included the middle level and the basement as one unit. He testified he did not remember Jamie Rhudy or his brother, Greg Rhudy ever coming to the property, but acknowledged on cross-examination they could have been among the children of the neighborhood who would come to the family pool and utilize it.

People's Counsel introduced People's Counsel 2 a State Department of Assessments and Taxation printout for the property giving information contained thereon as well as People's Counsel 3 an ADC road map, Sheet 41 showing the subject property and the area surrounding it. People's Counsel introduced People's Counsel 4, the 1980 rezoning of the property to D.R. 2 and People's Counsel 5, the 2008, CZMP Map showing the property as D.R. 2 as well.

Issues

- 1. DID THE PETITIONER, THE PROPERTY OWNER MEET HIS BURDEN TO PROVE THAT THE SUBJECT PROPERTY QUALIFIES AS A NON-CONFORMING USE AS A TWO (2) RENTAL UNIT BUILDING IN ACCORDANCE WITH THE REQUIREMENTS OF B.C.Z.R. §104 NON-CONFORMING USES ON THE EVIDENCE BEFORE THE BOARD OF APPEALS?**

Baltimore County Zoning Regulations, §1B01.1A uses permitted by right provides in a D.R. 2 Zone, properties may be used for single-family detached, semi-detached or duplex dwellings. Group houses and multi-family dwellings and buildings under the same Regulations

are only permitted beginning in D.R. 5.5 and higher residential zoned buildings subject to compatibility findings. The Petitioner did not attempt to avail himself of the provisions of the Zoning Regulations which allow in certain circumstances a conversion of a residence into a multi-family unit when certain criteria are met which the Petitioner could not meet with the subject property in terms of lot width and acreage. What Petitioner attempted to do was seek approval under §500.7 of the B.C.Z.R. by a Special Hearing to have the Zoning Commissioner examine and find that the subject property meets the requirements of B.C.Z.R. §104, Non-Conforming Uses.

The B.C.Z.R. define non-conforming use in §101 as “A legal use that does not conform to a use regulation for the zone in which it is located or to a special regulation applicable to such a use. A specifically named use described by the adjective “nonconforming” is a nonconforming use (Bill No. 18-1976)” Non-conforming uses are regulated under provisions of B.C.Z.R. §104.1, which allows non-conforming uses to continue unless any of the following circumstances occur:

1. change from non-conforming use to any other use whatsoever; or
2. abandonment of non-conforming use for one year or more; or
3. discontinuance of non-conforming use for one year or more.

If any of these are met, B.C.Z.R. §104.1 states the non-conforming use shall terminate.

Maryland Courts have consistently espoused as a general and well established policy against the expansion of non-conforming use and favored strict construction of local ordinances and regulations “to effectuate the purpose of eliminating non conforming use.” *Trip Associates Inc. v. Mayor & City Council of Baltimore*, 151 Md. App. 167, 824 A2d 977 at 982 (2003). Citing *County Council v. Gardner, Inc.*, 293 Md. 259, 268 (1982) *Coati v. Garde*, 186 Md. 652, 655 (1946).

B.C.Z.R. §500.7 empowers the Zoning Commission to conduct a hearing to determine the existence of any purported non-conforming use on any premises. That was not done until after the current owner had been a subject of a Code Enforcement Citation for operating three (3) apartments and renting them on the subject property which resulted in the Code Enforcement Hearing Decision and Order of September 11, 2007. As the Board will recall from the Petitioner's own testimony, Mr. Luecking had created a third apartment unit and rented it out as a third apartment unit since he purchased the property in 1999. The testimony was that the property had never been utilized as a three (3) apartment unit prior to his actions in creating a third apartment in the basement and beginning to rent it.

The testimony of the Petitioner's witness for the time period 1974 through 1998, indicated its use as a single-family unit during the time when Mr. McDaniel and his mother lived on the middle floor and Mr. McDaniel's uncle, James Cox lived upstairs and paid no rent. During that time, according to the undisputed testimony, Mr. Cox shared meals with Mr. Bohannon and his mother and cooked some meals for Mark Bohannon.

According to the Petitioner's witnesses testimony, the property had been configured for two (2) units but had only been rented out from some time in the 1940's for monetary rent until grandmom died in 1974. At that time, according to the testimony, the person renting the upstairs unit left and Uncle James Cox lived there for the ensuing twenty-two (22) year period until he died in 1998, without paying rent and lived, according to the testimony in a close family relationship with his sister and her son who lived downstairs. As the Board of Appeals has

previously held in the Case No.: 03-456-SPH for the 111 Mellor Avenue property, the authority to determine the non-conforming use of property is vested only with the Zoning Commissioner in accordance with B.C.Z.R. 500.7.

It is clear that a use for two (2) apartment units is not allowed in a D.R. 2 Zone, unless a non-conforming use is found. The Board of Appeals should take cognizance of the Statute with regard to discontinuance of use or abandonment of use either of which would have provided a basis on which to make a proper finding the non-conforming use should not be allowed on this site on the facts applicable to this case. The Board should consider the case of

McKemy v. Baltimore County, 39 Md. App. 257, 385 A.2d 96 (1998). The McKemy court stated that a proper determination of B.C.Z.R. §104.1 of the Baltimore County non-conforming use regulations would have required:

“In deciding whether the current activity is in the scope of the non-conforming use, the Board should have considered the following factors:

1. To what extent does the current use of these lots reflect the nature and purpose of the original non-conforming use?”

In the instant case, the use during the time of James Cox’s residence was a single-family residence use in two (2) separate units in a D.R. Zone which would certainly meet the discontinuance limit of §104.1, additionally, because Uncle Jim Cox paid no rent it was no longer being maintained or used as a separate rental unit which would also terminate the non-

conforming use once the property was used for that purpose for more than one year. In fact, the undisputed testimony is it was used by Uncle Jim Cox for approximately twenty-two (22) continuous years in which he paid no rent. The McKemy court further asked:

2. “Is the current use merely a different manner of utilizing the original non-conforming use, or does it constitute a use different in character, nature, and kind?”

As to that factor, the testimony does not support a finding because of the break for twenty-two (22) years from the property being utilized as a separate “for rent” unit in finding that it was continuously used as required under B.C.Z.R. §104.1.

3. “Does the current use have a substantially different effect upon the neighborhood?”

Based on the nearby development, the testimony that Hillcrest Reserve was created in approximately 2006-2007, under the property’s current zoning of D.R. 2, Mr. Luecking’s creation of a third apartment unit since approximately 2002-2003, does have according to the testimony of Mrs. Maloy, a substantially different effect upon the Community because of the intensification of the use and the creation of an additional rental unit, most of which occurred since Mr. Luecking bought the property in 1999.

4. “Is the current use a drastic enlargement or extension of the original non-conforming use?”

Protestants believe that it is and incorporate by reference without repetition the information stated after the third question above.

Therefore, there are numerous factors in the evidence presented before the Board of Appeals in the instance case by which the Board can, and should, conclude the following:

1. That the property may have enjoyed in the 1940's a valid non-conforming use for only a two (2) unit for rental residential property.
2. That the occupancy by Uncle James Cox and the Bohannon's from 1974 to 1998, constitutes a change from the original non-conforming use to a single-family residential use and represents an abandonment or discontinuance for more than one year which would terminate the right to continue or resume such non-conforming use under B.C.Z.R. §104.1. As the Board of Appeals found in the *Miller Avenue* case as well, in its consideration of a non-conforming use as defined in §101, and as limited in B.C.Z.R §104, the language is clear that regardless of the intent of the parties if the use is abandoned or discontinued for a period of one year or more the non-conforming use is lost. *Canada Tavern, Inc. v. Town of Glen Echo*, 260 Md. 206, 271A.2d 6664 (1970). Therefore, Protestants believe that Petitioner did not meet its burden on the evidence submitted to establish that the non-conforming use has continued without interruption or abandonment or discontinuance for a period of one year or more.
2. **WHETHER THE PETITIONER OR HIS PREDECESSORS IN OWNERSHIP OF THE SUBJECT PROPERTY HAD CHANGED THE USE FROM ANY CLAIMED NON-CONFORMING USE DURING THE SUBJECT PERIOD OR ABANDONED OR DISCONTINUED THE CLAIMED NON-CONFORMING USE FOR A PERIOD OF ONE YEAR OR MORE MANDATING THAT THE RIGHT TO CONTINUE OR RESUME SUCH NON-CONFORMING USE SHALL TERMINATE UNDER B.C.Z.R. §104.1 OR §104.3?**

The Protestant incorporates by reference without repetition that portion of its argument in answer to the first issue concerning the changes made to the property by Mr. Luecking since he purchased it in 1999, creating a separate and third basement apartment unit and renting out the

property as three (3) apartment units. Because non-conforming uses are expected over time to go away and property revert to the uses permitted in the zoning question, the Petitioner, Mr. Luecking's actions in intentionally creating a third basement unit are particularly egregious and should trigger the denial of the requested non-conforming use under the provisions of §104.1.

It should be significant to the Board that the Petitioner, in his Petition filed after the Code Violation hearing requests only two (2) apartments. Notwithstanding that, the undisputed testimony of the Code Enforcement Officer, Mr. Harmon was that the Petitioner continued to rent out the property for three (3) units in continuous violation of the Zoning Regulations while he claimed in his Zoning Petition that he sought non-conforming use status for a two (2) apartment use status only. The Board will recall from his testimony that he admitted the work to create the basement apartment including, electrical, plumbing and building construction was done without benefit of seeking a Permit by him or his contractors. B.C.Z.R. §102, General Requirements in §102.1, states: no land shall be used or occupied and no building or structure shall be erected, altered, located or used except in conformity with these Regulations and this shall include any extension of a lawful non-conforming use. The significance of that Section is that the Petitioner, Mr. Luecking, during pendency of his ownership intentionally and knowingly violated the law in creating a third residential unit which he continued to rent out, not only through July of 2008, but in accordance with the Affidavit and pictures attached to Protestant's Memorandum, continues to rent out the basement for money to Ms. Matthews and her infant son

for Six Hundred Fifty Dollars (\$650.00) a month, which began approximately Labor Day 2008, after the Board of Appeals hearing had concluded. For all of those reasons, the Petitioner acted in bad faith and should not be rewarded by the Board of Appeals for their intentional acts to illegally expand the number of rental units in the property. The Board should not overlook this transgression and grant the non-conforming use status on the property under these circumstances for the argument that will be presented in response to Issue 3.

3. WHETHER THE ACTIONS OF THE CURRENT OWNER OF THE SUBJECT PROPERTY IN CREATING A THIRD RESIDENTIAL RENTAL UNIT IN THE BASEMENT OF THE SUBJECT PROPERTY WHICH WAS THE SUBJECT OF A CODE ENFORCEMENT HEARING AND ORDER HAS VIOLATED THE PROVISIONS OF THE B.C..Z.R. §104.8? IF SO, DID THE NON-CONFORMING USE TERMINATE PURSUANT TO THAT PROVISION BECAUSE THE OWNER HAVING CONTROL OF THE LAND OR USE IS IN VIOLATION OF THE COUNTY CODE FOR THE SAME OFFENSE ON MULTIPLE OCCASIONS OR IS THE OWNER'S USE IN VIOLATION OF THE COUNTY CODE AS DEFINED IN ARTICLE III AND THE VIOLATION IS CONTINUING?

Prior to the filing of this Petition for non-conforming use, Mr. Luecking had been cited by Baltimore County Code Enforcement for operating three (3) rental units in this property without a Permit in violation of the zoning applicable to the property. As it is more particularly set forth in People's Counsel Exhibit 1, that Code Enforcement Citation was the subject of the hearing and a Final Order by the Code Enforcement Hearing Officer. The County Council by Bill 105-2006, antedating the Code Enforcement Citation to Mr. Luecking provided B.C.Z.R. §104.8 as

an addition to the non-conforming use requirements. That Section specifically provides that the Zoning Commissioner may terminate a non-conforming use and require the use to revert to the use allowed under the existing zoning classification if the Hearing Officer has previously determined after a Code Enforcement Hearing that the owner in control of the land or use is in violation of the County Code and that the violation is continuing or that the owner is in violation of the County Code for the same offenses on multiple occasions.

Both of those conditions have been met in this case, and the Zoning Commissioner was correct in invoking that provision in his Order requiring that the property be brought into compliance with the requirements of the D.R. 2 Zone within six (6) months of the Zoning Commissioner's Order to account for any existing tenancies. Mr. Luecking has admitted to creating a third, totally illegal unit in the basement of the subject property in 2002 or 2003, and renting it thereafter. Even after he was cited, and after the subject of the Code Enforcement Officer's Hearing, which resulted in a Final Order of September 11, 2007, Mr. Luecking then in filing the Petition for non-conforming use only claimed a two (2) apartment unit.

Notwithstanding that, the testimony is clear that he has rented out the basement unit as during dependency of that Petition and that the person in the basement unit who he claimed move out in July 2008, has been replaced by another person, Ms. Matthews and her infant son who moved in on or about Labor Day 2008, and continues to reside in the basement unit and pay according to the Affidavit of Hillcrest Reserve Homeowners' Association, Inc., Six Hundred Fifty Dollars (\$650.00) per month in rent. There is no legal theory under which Mr. Luecking can justify that

activity and his actions bring him within the ambit of B.C.Z.R. §104.8 as well as the provisions earlier cited of B.C.Z.R. §102.1 which prohibits the use of land in violation of Regulations including the extension of a lawful, non-conforming use. The pictures attached to the Hillcrest Reserve Post-Hearing Memorandum Affidavit illustrate that Mr. Luecking's tenants are not provided off street parking or permitted to park off Reserve Court, but are required by him to park on Reserve Court. Perhaps this is an attempt by Mr. Luecking to mask his continued violation of the law by making it less obvious that he, in fact, continues to rent out the basement unit for profit. Regardless of his motives or intentions, the effect on this upscale private, residential Community of Hillcrest Reserve for which the Board received evidence that the homes are in the Seven Hundred Thousand Dollars (\$700,000.00) and up purchase range, is substantial. This legal expansion of a non-conforming use should not be tolerated or permitted to try live and continue in this residential Community violation of the Zoning Regulations. Further, even if the Board were inclined to grant Mr. Luecking's Petition for a two (2) unit for rent unit residential dwelling property, the Board would have to overlook his patent continued unlawful expansion evidenced by his continued rental of the basement unit wherein his Petition he has a third unit, wherein his Petition he asks for only two (2) units. Mr. Luecking has shown on the evidence presented before the Board that he considers himself to be above the law and should not be rewarded interrogation by an approval of this Special Hearing request.

Conclusion

Hillcrest Reserve Homeowners' Association, Inc., by its attorney, requests that the Board of Appeals deny the instant request and Order that the property be reversed to a single-family dwelling for the reasons and authorities stated.

Respectfully Submitted,



MICHAEL P. TANCZYN, Esquire

606 Baltimore Avenue

Suite 106

Towson, Maryland 21204

410-296-8823

Attorney for Protestant,

Hillcrest Reserve Homeowners'

Association, Inc.

Attachments: Board of Appeals Decision in Case No.: 03-456-SPH
Opinion of the Board of Appeals in Case No.: 04-250-SPH
In the Matter Of: Howard Ramsey, Lewis & Nita Sabbitar
2108 Alma Avenue, concerning discontinuity of a
Non-Conforming Use

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 1st day of October, 2008, a copy of the foregoing Protestant's Memorandum was mailed, first-class mail, postage pre-paid to: Keith R. Truffer, Esquire, Royston, Mueller, McLean & Reid, LLP, 102 West Pennsylvania Avenue, Suite 600, Towson, Maryland 21204, Attorney for Petitioner, Timothy T. Luecking and Peter Max Zimmerman, Esquire, People's Counsel for Baltimore County, Jefferson Building, 105 West Chesapeake Avenue, Room 204, Towson, Maryland 21204.



MICHAEL P. TANCZYN, Esquire

LAW OFFICES
MICHAEL P. TANCZYN, P.A.

Suite 106 • 606 Baltimore Avenue
Towson, Maryland 21204
Phone: (410) 296-8823 • (410) 296-8824 • Fax: (410) 296-8827
Email: mptlaw@verizon.net

October 1, 2008

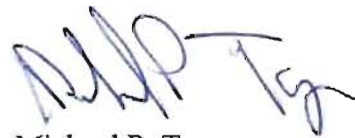
Ms. Kathy Bianco
Board of Appeals of Baltimore County
Old Courthouse, Room 48
400 Washington Avenue
Towson, Maryland 21204

*RE: Hillcrest Reserve Homeowners' Association, Inc.
Case No.: 08-199-SPH*

Dear Kathy:

Enclosed herewith please find the original and three copies of the Protestant's Memorandum in the above-referenced case.

Very truly yours,



Michael P. Tanczyn

MPT:mlg

Enclosure

cc: Peter Max Zimmerman, Esquire
Keith Truffer, Esquire
Ms. Nicole Maloy

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BALTIMORE COUNTY
BOARD OF APPEALS

10/1/08
IN RE: PETITION FOR SPECIAL HEARING
E Corner of Rolling Road and
Reserve Court (301 Reserve Court)

1st Election District
1st Councilmanic District

Legal Owner/Petitioner:
Timothy T. Luecking

* BEFORE THE
* BOARD OF APPEALS
* FOR
* BALTIMORE COUNTY
* Case No.: 08-199

* * * * *

AFFIDAVIT OF HILLCREST RESERVE HOMEOWNERS' ASSOCIATION, INC.

I, *Nicole Maloy*, as President of the Hillcrest Reserve Homeowners' Association, Inc. being over the age of eighteen (18), competent to make oath does show and on personal knowledge avers:

1. That on September 11, 2008, she met Beth Matthews who advised her that she had just moved into the basement apartment at the subject property where she is living with her son and renting in accordance with a written lease agreement from Mr. Luecking for Six Hundred Fifty Dollars (\$650.00) per month, the basement apartment. She stated that she is sharing the kitchen located on the first level above the basement with Mr. Luecking.

2. The attached photos show Ms. Matthews name on the mailbox for the subject property as well as Mr. Luecking's and the numerous upstairs tenants, attached as Affidavit Exhibit 1.

3. The attached photos Affidavit Exhibit 2 clearly show the numerous automobiles habitually parked on the subject property and utilized by the tenants or Mr. Luecking which are six (6) in number. Ms. Matthews son is one year old and not old enough to operate a motor vehicle. One of the vehicles is Ms. Matthews, the remainder of the vehicles belong to Mr. Luecking and the numerous upstairs tenants.

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BALTIMORE COUNTY
BOARD OF APPEALS

4. The attached ad for the subject property printed August 27, 2008, from Baltimore Craig's List for the basement apartment that said it was posted July 29, 2008, and is attached as Affidavit Exhibit 3.

The above facts are true and correct to the best of my knowledge, information and belief.

I DECLARE AND AFFIRM under penalties of perjury that the information contained in the above Affidavit is true and correct to the best of my knowledge, information and belief.

**HILLCREST RESERVE HOMEOWNERS'
ASSOCIATION, INC.**

By: 

NICOLE MALOY
President



9/4/2008

Exhibit 1



9/28/2008



9/28/2008

Exhibit 2



9/20/2008



9/27/2008

Exhibit 2



8/28/2008



8/28/2008

Exhibit 2



8002/82/6

Exhibit 2



FROM :

FAX NO. :

Sep. 29 2008 12:24AM P1

Catonsville house to share/ Flight attendants /female

Page 1 of 1

[baltimore craigslist](#) > [rooms & shares](#)

[email this posting to a friend](#)

Stating a discriminatory preference in a housing post is illegal - please flag discriminatory posts as prohibited

Avoid scams and fraud by dealing locally! Beware any arrangement involving Western Union, Moneygram, wire transfer, or a landlord/owner who is out of the country or cannot meet you in person.
[More info](#)

please flag with care:

[miscategorized](#)

[prohibited](#)

[spam/overpost](#)

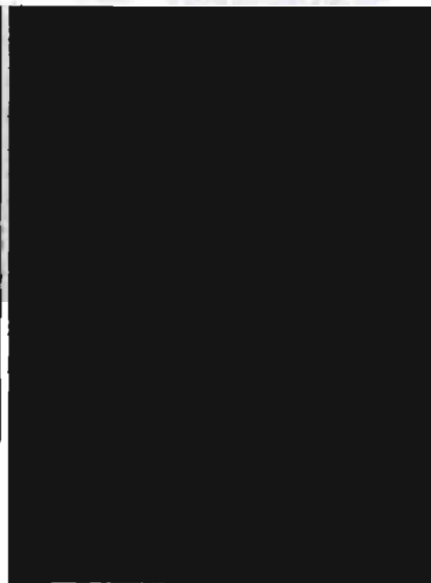
[best of craigslist](#)

\$650 Catonsville house to share/ Flight attendants /female (Catonsville) (map)

Reply to: hous-775003858@craigslist.org

Date: 2008-07-29, 4:04PM EDT

Very nice Home in Catonsville. Private bath most of lower level and a shared kitchen and laundry. Close to 695 - I95- Bwi. CCBC and UMBC. Could be good for mother and child. \$650 + 1/3 utilities. Hillcrest district. No Smoking No pets



Reserve Ct. at South Rolling [google map](#) [yahoo map](#)

- Location: Catonsville
- it's NOT ok to contact this poster with services or other commercial interests

PostingID: 775003858

Copyright © 2008 craigslist, inc. [terms of use](#) [privacy policy](#) [feedback forum](#)

<http://baltimore.craigslist.org/roo/775003858.html>

Exhibit3

8/27/2008

Received Time Sep.29. 12:38AM

FLIGHT ATTENDANTS

[baltimore craigslist > rooms & shares](#)[email this posting to a friend](#)

Stating a discriminatory preference in a housing post is illegal - please flag discriminatory posts as prohibited

Avoid scams and fraud by dealing locally! Beware any arrangement involving Western Union, Moneygram, wire transfer, or a landlord/owner who is out of the country or cannot meet you in person.
[More info](#)

please flag with care:

[miscategorized](#)

[prohibited](#)

[spam/overpost](#)

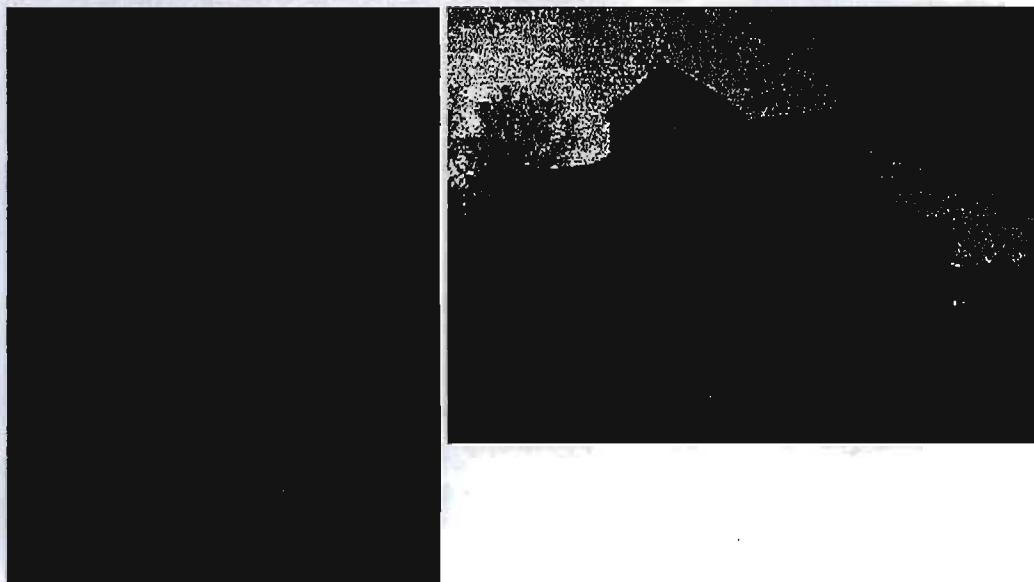
[best of craigslist](#)

\$450 FLIGHT ATTENDANTS (BWI / Catonsville) (map)

Reply to: hous-775070737@craigslist.org

Date: 2008-07-29, 4:47PM EDT

Rooms for rent 2 bdrms 1 bath and sitting area. shared kitchen and laundry. Mus have car I live 7 minutes to bwi. Nice house. Safe area! Close to 95 and 695.



Reserve Ct. at South Rolling Rd [google map](#) [yahoo map](#)

- Location: BWI / Catonsville
- it's NOT ok to contact this poster with services or other commercial interests

PostingID: 775070737

10/1/08

RE: PETITION FOR SPECIAL HEARING * BEFORE THE COUNTY
301 Reserve Court; E corner of Rolling *
Road & Reserve Court * BOARD OF APPEALS
1st Election & 1st Councilmanic Districts *
Legal Owner(s): Tim Luecking * FOR
Petitioner(s) * BALTIMORE COUNTY
* 08-199-SPH

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OCT 01 2008

* * * * *

BALTIMORE COUNTY
BOARD OF APPEALS

MEMORANDUM OF PEOPLE'S COUNSEL FOR BALTIMORE COUNTY

Statement of the Case

This is a zoning case involving 301 Reserve Court, formerly 540 South Rolling Road, in Catonsville. On October 26, 2007, Petitioner Tim Luecking filed a petition for special hearing to ask the Zoning Commissioner to "approve the subject dwelling as a legal nonconforming two apartment dwelling."

The property is a corner lot zoned D.R. 2 and is 19,952 square feet in size, with a brick dwelling built in 1941. The zoning history shows that the property has been zoned D.R. 2 since 1980, before which there were other residential classifications back to the beginning of Baltimore County zoning in 1945. Pet. Exh. 8. The BCZR § 402 conversion table requires a minimum of 25,000 square feet in a D.R. 2 zone for the conversion of a single-family dwelling into a two-family dwelling. In light of the conflict with current zoning law, there arose the question of the existence of a legal nonconforming use.

The case history began with a complaint filed by members of the Hillcrest Reserve community that the property owner had expanded the residential use to three apartments. After issuance of a citation on August 14, 2007, Hearing Officer Raymond Wisnom held a hearing on September 6, 2007. He delivered his opinion on September 11, 2007. He observed that the legality of a 1999 "use permit" approved without a hearing for two apartments was questionable. P.C. Exh. 1. Hearing Officer Wisnom wrote,

"This case should be before the Zoning Commissioner to determine if a non-conforming use is appropriate, or if the dwelling should revert to a single family dwelling

use. Mr. Luecking has obtained the necessary papers to file for the Special Hearing before the Zoning Commissioner.”

The Hearing Officer nevertheless found Mr. Luecking “... in violation of having multiple units on residential property zoned for single-family use based upon size of lot.” He then imposed a civil penalty, but suspended it (at least in part) “... on condition a Public Hearing is requested and filed on or before November 1, 2007.

It was this Order which caused Mr. Luecking to file the present petition for special hearing, a kind of declaratory judgment to determine his rights. See Antwerpen v. Baltimore County 163 Md. 194, 209 (2005). On January 10, 2008, Zoning Commissioner William Wiseman, having conducted his own hearing, found that the Petitioner failed to prove the existence of a nonconforming use. Accordingly, he denied the petition.

Upon Mr. Luecking’s ensuing appeal, the County Board of Appeals conducted a *de novo* hearing on July 30, 2008. This memorandum addresses the facts produced at the hearing and the applicable law

Statement of Facts

Petitioner acquired the property from Mark McDaniel in 1999. To make a long story short, he produced several witnesses who testified --- based on personal knowledge, photographs, and a sketch --- that there was a continuing use of the property for two apartments since the 1940s. Wincy Blick Casserly provided the most extensive history, and the younger Mark McDaniel supplemented her observations. Ms. Casserly identified the original owners as the Cox family, her grandparents. She then described the succession of occupancies and tenancies prior to Mr. Luecking’s acquisition. There was one main apartment on the first floor, and a smaller apartment on the second floor. The basement was essentially an unfinished basement; it clearly was not a third apartment.

Mr. Luecking picked up the story from 1999 on, describing the succession of occupancies and tenancies in the last nine years. He testified to the continuation of the use of two apartments. It also came to light, however, that in about April, 2002, Mr. Luecking converted the basement into a third apartment and did extensive renovations for that purpose. He identified the continual use of the apartment by various tenants from

2002 until July, 2008, when his most recent tenant moved out. Mr. Luecking did not show any indication that he was closing or discontinuing the use of the third apartment. We would also proffer based on information provided by Nicole Maloy, that this apartment has recently been leased once again.

Relevant Baltimore County Zoning Regulation

The following Baltimore County Zoning Regulations are attached to this memorandum: BCZR § 101, definition of nonconforming use; BCZR § 104, nonconforming uses; BCZR § 402, Conversion of Dwellings.

Argument

To make a long story short, there is evidence in the record to support a finding that there has indeed been a continuing two-apartment use since the 1940s. We leave it to the County Board of Appeals, as the finder of fact, to make that determination. The problem, however, arises with the relatively recent addition of the third apartment. This brings into play the law applicable to changes in nonconforming uses.

BCZR § 104.1 allows nonconforming uses to exist unless changed, or abandoned or discontinued for a year, in which event the use shall terminate:

“Nonconforming Uses [BCZR 1955]

“104.1 A nonconforming use (as defined in Section 101) may continue except as otherwise specifically provided in these regulations, provided that upon any change from such nonconforming use to any other use whatsoever, or any abandonment or discontinuance of such nonconforming use for a period of one year or more, the right to continue or resume such nonconforming use shall terminate.” [Bill Nos. 18-1976; Bill No. 124-1991].”

In the landmark case of Prince George’s County v. E.L.Gardner, 293 Md. 259, at 267-68, Judge Rita Davidson stated,

“This Court has repeatedly recognized that one of the fundamental problems of zoning is the inability to eliminate incompatible nonconforming land uses. In *Grant v. Mayor and City Council of Baltimore*, 212 Md. 301, 307, 129 A.2d 363, 365 (1957), this Court said:

“Nonconforming uses have been a problem since the inception of zoning. Originally they were not regarded as serious handicaps to its effective operation; it was felt they would be few and likely to be eliminated by the passage of time and restrictions on their expansion. For these reasons and because it was thought

that to require immediate cessation would be harsh and unreasonable, a deprivation of rights in property out of proportion to the public benefits to be obtained and, so, unconstitutional, and finally a red flag to property owners at a time when strong opposition might have jeopardized the chance of any zoning, most, if not all, zoning ordinances provided that lawful uses existing on the effective date of the law could continue although such uses could not thereafter be begun. Nevertheless, the earnest aim and ultimate purpose of zoning was and is to reduce nonconformance to conformance as speedily as possible with due regard to the legitimate interests of all concerned, and the ordinances forbid or limit expansion of nonconforming uses and forfeit the right to them upon abandonment of the use or the destruction of the improvements housing the use."

Thus, this Court has recognized that the problem inherent in accommodating existing vested rights in incompatible land uses with the future planned development of a community is ordinarily resolved, under local ordinances, by permitting existing uses to continue as nonconforming uses subject to various limitations upon the right to change, expand, alter, repair, restore, or recommence after abandonment. Moreover, this Court has further recognized that the purpose of such restrictions is to achieve the ultimate elimination of nonconforming uses through economic attrition and physical obsolescence. *The Arundel Corp. v. Board of Zoning Appeals of Howard County*, 255 Md. 78, 83-4, 257 A.2d 142, 146 (1969); *Stieff v. Collins*, 237 Md. 601, 604, 207 A.2d 489, 491 (1965); *Colati v. Jirout*, 186 Md. 652, 655, 657, 47 A.2d 613, 614-15 (1946); *Beyer v. Mayor of Baltimore*, 182 Md. 444, 446, 34 A.2d 765, 766 (1943); *See Kastendike v. Baltimore Ass'n for Retarded Children, Inc.*, 267 Md. 389, 397, 297 A.2d 745, 749-50 (1972).

"Whether a nonconforming use can be changed, extended, enlarged, altered, repaired, restored, or recommenced after abandonment ordinarily is governed by the provisions of the applicable local ordinances and regulations. *Feldstein v. La Vale Zoning Board*, 246 Md. 204, 211, 227 A.2d 731, 734 (1967); *Phillips v. Zoning Comm'r of Howard County*, 225 Md. 102, 109, 169 A.2d 410, 413 (1961); *Board of Zoning Appeals of Baltimore County v. Gue*, 217 Md. 16, 21-22, 141 A.2d 510, 513 (1958). These local ordinances and regulations must be strictly construed in order to effectuate the purpose of eliminating nonconforming uses. *Mayor of Baltimore v. Byrd*, 191 Md. 632, 638, 62 A.2d 588, 591 (1948); *Colati*, 186 Md. at 658-59, 47 A.2d at 616; *Knox v. Mayor of Baltimore*, 180 Md. 88, 96, 23 A.2d 15, 18 (1941); *see City of Hagerstown v. Wood*, 257 Md. 558, 563, 263 A.2d 532, 534 (1970); *Hewitt v. County Comm'rs of Baltimore County*, 220 Md. 48, 59, 151 A.2d 144, 150 (1959)."

The law does not favor a change in the nonconforming use by a kind of "creeping" process. *Phillips v. Zoning Commissioner of Howard County* 225 Md. 102 (1961). A property owner must prove both continuity and persistence of the same nonconforming use. A change or extension may come quickly or slowly. *Calhoun v. County Board of Appeals of Baltimore County* 262 Md. 265 (1971). In general, the law does not favor

nonconforming uses and contemplates their gradual disappearance. Prince George's County v. E.L. Gardner, *supra*. The Court of Appeals quoted Gardner and reinforced it in the more recent case of Purich v. Draper Properties 395 Md. 694 (2006).

An expansion from two to three apartments, with construction of facilities and change in density, is an unlawful change or extension of the nonconforming use. The BCZR § 402 controls on conversion of dwellings reinforce this fundamental conclusion.

Upon review of cases from other states, we found that courts in Indiana and New York held that the increase in number of apartments constituted an unlawful expansion or change under similar statutes. Ragucci v. Metropolitan Development Commission of Marion County 792 N.E. 2d. 677 (Ind. 1998); Thayer v. Babyutt 289 N.Y.S. 2d 281 (N.Y. Sup. Ct. 1968), *aff'd* 250 N.E. 2d 244 (N.Y. 1969).

If Mr. Luecking had been satisfied to limit his use to the two apartments which the Cox family established many years ago, it is likely that the present controversy would never have occurred. It was the added third apartment which caught the attention of the community association. That was the catalyst for the complaint, which led to the citation, to Hearing Officer Wisnom's Order, and ultimately to the present petition.

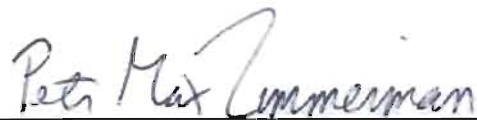
If the third apartment turned out to involve a transitory tenant for a short time during a period of personal transition for the property owner, it perhaps could be overlooked. But that is not the case. Mr. Luecking renovated the basement and constructed a new apartment. He has rented it consistently since 2002, even in the face of these proceedings, and even after Hearing Officer Wisnom's Order. Mr. Luecking did not express any recognition or remorse at the hearing that there was anything amiss with his creation of a third apartment. There is every reason to believe that the apartment has been leased once again, as it has been for the last six years.

Under these circumstances, it would not do justice to overlook or downplay the expansion from two to three apartments. It is an expansion of the residential facility. It adds to residential density. It is a "change" within the meaning of BCZR § 104.1. Unfortunately for the Petitioner, in accordance with the terms of this law,

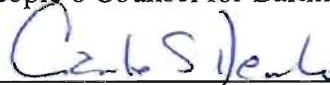
“...upon any change from such nonconforming use to any other use whatsoever, the right to continue or resume such nonconforming use shall terminate.”
On this record, the facts and law lead to the an inescapable conclusion that there has been a change in use, and that this has terminated the nonconforming use. Mr. Luecking has reaped the benefit of this unauthorized change for six years. Now, consistent with the purpose of nonconforming use law to eliminate nonconforming uses, the time has come for the use to conform to the single-family home use allowed in the D.R. 2 Zone.

Conclusion

For all these reasons, the County Board of Appeals should determine, pursuant to BCZR § 500.7, that the Petitioner's right to continue the nonconforming use has terminated by virtue of the unlawful expansion of the use. The property should conform to the permitted single-family use in conformity with the D.R. 2 Zone and BCZR § 402.



PETER MAX ZIMMERMAN
People's Counsel for Baltimore County



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 this 1 day of October, 2008, that a copy of this Memorandum of People's Counsel for Baltimore County was mailed to Keith Truffer, Esq., Royston, Mueller,, McLean & Reid, 102 W. Pennsylvania Avenue, Ste. 600, Towson, MD 21204 and Michael Tanczyn, Esq., 606 Baltimore Avenue, St. 106, Towson, MD 21204.



PETER MAX ZIMMERMAN

APPEAL

Petition for Special Hearing
301 Reserve Court
E/corner of Rolling Road
1st Election District – 1st Councilmanic District
Legal Owners: Timothy Luecking

Case No.: 08-199-SPH

- ✓ Petition for Special Hearing (October 26, 2007)
- ✓ Zoning Description of Property
- ✓ Notice of Zoning Hearing (November 19, 2007)
- ✓ Certification of Publication (The Jeffersonian – December 18, 2007)
- ✓ Certificate of Posting (December 18, 2007) by Garland Moore
- ✓ Entry of Appearance by People's Counsel (November 20, 2007)
- ✓ Petitioner(s) Sign-In Sheet – One Sheet
- Protestant(s) Sign-In Sheet - None
- ✓ Citizen(s) Sign-In Sheet – One Sheet
- ✓ Zoning Advisory Committee Comments

Petitioners' Exhibit

- 1. ✓ Affidavit/Floor Plans & Conditional Use Permit
- 2. ✓ BGE Meter Service Letter
- 3. ✓ Site Plan

Protestants' Exhibits:

- 1. Photographs
- 2. Petitions against use
- 3. Deed History

Miscellaneous (Not Marked as Exhibit)

- ✓ 1. Final Order of Code Enforcement Hearing
- ✓ Zoning Commissioner's Order (DENIED – January 10, 2008)
- ✓ Notice of Appeal received on February 2, 2008 from Timothy Luecking

c: People's Counsel of Baltimore County, MS #2010
Zoning Commissioner
Timothy Kotroco, Director of PDM
Timothy Luecking
Mary Lang
Stephen Shutz
Kranthi Mupparaju
Nicole Maloy
Jamie Rudy
William & Martha Rudy

date sent February 21, 2008, klm

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BALTIMORE COUNTY
BOARD OF APPEALS



BALTIMORE COUNTY
MARYLAND

JAMES T. SMITH, JR.
County Executive

February 20, 2008
TIMOTHY M. KOTROCO, Director
Department of Permits and
Development Management

Timothy Luecking
102 Fairfield Drive
Catonsville, MD 21228

Dear Mr. Luecking:

RE: Case: 08-199-SPH, 301 Reserve Court

Please be advised that your appeal of the above-referenced case was received in this office on February 2, 2008. All materials relative to the case have been forwarded to the Baltimore County Board of Appeals (Board).

If you are the person or party taking the appeal, you should notify other similarly interested parties or persons known to you of the appeal. If you are an attorney of record, it is your responsibility to notify your client.

If you have any questions concerning this matter, please do not hesitate to call the Board at 410-887-3180.

Sincerely,

Timothy Kotroco
Director

TK:klm

- c: William J. Wiseman III, Zoning Commissioner
Timothy Kotroco, Director of PDM
People's Counsel
Mary Lang, 554 South Rolling Road, Catonsville 21228
Stephen Shutz, 325 Reserve Court, Catonsville 21228
Kranthi Mupparaju, 303 Reserve Court, Catonsville 21228
Nicole Maloy, 309 Reserve Court, Catonsville 21228
Jamie Rudy, 5988 Ivy League Drive, Catonsville 21228
William & Martha Rudy, 314 Reserve Court, Catonsville 21228

✓
5958
notice let'd 4/11
and re sent
4/11

2/1/08

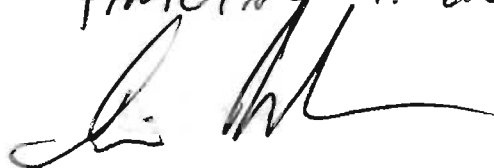
I WOULD LIKE TO APPEAL THE
COMMISSIONER'S RULING ON CASE NO.

08-199-SPH 301 RESERVE CT.

CATONSVILLE MD.

21228

TIMOTHY T. LUCKING



RECEIVED

FEB - 2 2008

Per.....ang

1/10/08 IN RE: PETITION FOR SPECIAL HEARING

E Corner of Rolling Road and
Reserve Court

(301 Reserve Court)

1st Election District

1st Council District

Timothy T. Luecking

Petitioner

BEFORE THE

ZONING COMMISSIONER

OF

BALTIMORE COUNTY

Case No. 08-199-SPH

* * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before the Zoning Commissioner for consideration of a Petition for Special Hearing filed by the owner of the subject property¹, Timothy T. Luecking. The Petitioner requests a special hearing to confirm and approve a nonconforming two-apartment use at the property now known as 301 Reserve Court. The subject property and requested relief are more particularly described on the site plan submitted which was accepted into evidence and marked as Petitioner's Exhibit 3.

Appearing at the requisite public hearing in support of the request were Timothy T. Luecking, property owner, and Mary L. Lang, a nearby neighbor. Appearing as Protestants in this matter were adjacent and nearby residents of the Hillcrest Reserve community, namely Stephen Shutz, Kranthi Mupparaju, Nicole Maloy, Jamie Rudy and William & Martha Rudy. It is also to be noted that the matter came before me as a result of a complaint registered with the Code Enforcement Division of the Department of Permits and Development Management. Specifically, the Petitioner was cited with a zoning violation relative to the conversion of an existing Conditional Use of a two-apartment residence by adding a third apartment. Petitioner was advised to file the instant petition to legitimize existing conditions on the property.

¹ Preliminarily, it should be noted at the outset that the subject property has been referred to as 540 South Rolling Road since the early 1900's. However, as a result of a subdivision and development known as "Hillcrest Reserve", house numbers and road names changed. The United States Postal Service redesignated 540 South Rolling Road as 301 Reserve Court.

UNDER RECEIVED FOR FILING
Date 1-10-08
3v

Testimony and evidence offered revealed that the subject property is a rectangular shaped corner lot (121' wide x 225' deep) in Catonsville with frontage along Reserve Court on the parcel's north side and to the east is Rolling Road. The property contains a gross area of 19,952 square feet, more or less, zoned D.R.2 and is improved with a 2,154 square foot residential dwelling and detached garage. Testimony indicated that the 1-½ story brick home was built in 1941 and purchased by James and Pearl Cox whose family's son and relatives remained in title for many years (*See* Protestants Exhibit 3 for chain of title).² Mr. Luecking purchased the property from Mark McDaniel aka Mark Bohanan in May 1999. It was the Petitioner's understanding that the home had always been used as a two-apartment dwelling. When purchased, McDaniel gave Luecking a Conditional Use Permit issued by the Director of Zoning Administration and Development Management with an attached notarized affidavit pertaining to the multiple apartment use signed by Robert J. McDaniel. *See* Petitioner's Exhibit 1 with attached floor plans. Other than these documents and the representations made to him at the time of his purchase in 1999, Mr. Luecking possessed no personal knowledge concerning the property's use, nor did he need any for that matter until August 14, 2007. Petitioner's attempt at that time to add a third apartment use caused community concern, a Code Enforcement inspection, and the issuance of a violation citation. This enforcement action, mandating compliance with D.R.2 zoning, in effect, challenged the accuracy of the previously issued Conditional Use Permit. At the hearing before the Code Enforcement Hearing Officer held September 6, 2007, Mr. Luecking, despite best efforts to obtain supporting historical information from BG&E (*See* Petitioner's Exhibit 2) to prove multiple electric meters, etc., came up short. He was instructed to file the instant petition to determine the authenticity of a nonconforming use or, if not, to revert the use to that of a single-family dwelling. This finding can be of no comfort to the Petitioner. The Code Enforcement Hearing Officer, Raymond S. Wisnom, Jr., by his

² When originally purchased, the property consisted of three acres and two dwellings (538 and 540 South Rolling Road). It was then transferred to James T. Cox and Jeanne Bohanan in 1982 and, in 1992, when transferred to James T. Cox and Mark Bohanan aka Mark McDaniel, the area of 540 South Rolling Road had been significantly reduced. The various residential uses at 535 South Rolling Road and prior deed transfers, while addressed at the hearing, have no bearing on the case before me.

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Date 1-10-08
By [Signature]

Order issued September 11, 2007, held "the Conditional Use Permit has been challenged, therefore, it is vacated, null and void."³ That said, the Respondent is in violation of having multiple units on residential property zoned for single-family use based upon size of lot." A duplex use, as set out in the conversion table found in Section 402 of the Baltimore County Zoning Regulations (B.C.Z.R.) requires a lot area of 25,000 square feet (5,000 more square footage than a single-family dwelling would require), thus creating an area deficiency at this location. Thus, the hearing before me and the requested determination is necessary.

The facts surrounding the case are not clear and in dispute. Ms. Lang testified on behalf of the Petitioner and stated that she has lived at 554 South Rolling Road since 1946. She and her family knew James and Pearl Cox. Ms. Lang's son and the Cox's grandson were good friends. She has personal knowledge of the subject property and recalls the second floor always being used as an apartment since 1946. The Cox family lived on the first floor with their son and older daughter. The second floor was occupied by two persons (man and woman) and to her knowledge the home has always been used as an apartment home and that this use has been continuous and without interruption for the past 61 years. When questioned by Jamie Rudy, Ms. Lang admitted she has not been in the home (301 Reserve Court) since 1950, wasn't certain as to the property's various sales over the years and had no direct knowledge of any landlord/tenant relationships.

The neighbors who appeared primarily expressed concern about the potential negative impacts of a multiple family apartment use at this location. Jamie Rudy testified on behalf of the Protestants. When he moved into the neighborhood in 1979, he was in the eighth grade and became friends with Mark McDaniel. He visited the property often and swam in the backyard pool with Mark and never knew of any apartment rental of the family's home. Mr. Rudy stated his personal knowledge of the uses at 301 Reserve Court extended from 1979 until 1984 when he

³ Mr. Wisnom's Findings that a challenge of the previously issued "Conditional Use Permit for Two Apartments" acted to supersede and abrogate the Petitioner's right to rely upon the notarized affidavit to prove a legal nonconforming use, for the number of claimed apartments, is legally correct. This evidence is at best hearsay incapable of being cross-examined and, therefore, effectively neutered.

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Date 1-11-08
By [Signature]

graduated from school and left the area. During this time interval, there were no tenants. The home was occupied by Mark McDaniel aka Mark Bohanan, his mother and her brother (Mark's Uncle). While not absolutely certain of the living arrangements when questioned by Mr. Luecking, he (Rudy) believed that Mark's Uncle slept on the second level but that they co-existed as a family, i.e., they did not live as separate entities but appeared to share facilities.

As to the Petitioner, he argues that the dwelling in and of itself remains in the basic configuration as when originally constructed in 1941, well before the adoption of the zoning regulations. Further, he points out that Ms. Lang established by credible testimony a two-apartment use and that there has been no proof of an intention to abandon that use, nor some overt act which carries the implication that the owner(s) neither claimed or retained an interest in the use.⁴ The Protestants argue that the failure of the property owner(s) to produce any proof that the upstairs apartment was leased at least during the five (5) years (1979 through 1984) severs the non-conforming use. The Protestants note that the burden of proving the nonconforming use is upon the Petitioner.

As is required in any case where a statute or regulation needs to be interpreted, the first task is carefully examine the wording used by the legislature. In this instance, it must be noted that the County Council designated three (3) conditions within Section 104.1 of the B.C.Z.R. which would terminate an otherwise proper nonconforming use. They are: (1) whether there has been any change from the use to another use; (2) whether said use has been abandoned; or (3) whether said use has been discontinued. Further, these three (3) tests, by use of the word "or", are presented in the disjunctive. Clearly, therefore, the Petitioner must prove that he has satisfied each test for this nonconforming use to continue.

As to the first test, the Petitioner was attempting an unlawful expansion of the use with the creation of an additional dwelling unit. The evidence, however, is uncontradicted that Ray Harmon, a Code Enforcement Officer, thwarted this effort so by default the Petitioner has

⁴ Mr. Luecking submits that the notarized affidavit of Robert J. McDaniel (Petitioner's Exhibit 1), if not accepted for the truthfulness of its assertions, must be considered as corroborating evidence to that provided by Ms. Lang.

3v
Date 1-10-08
ORDER RECEIVED FOR FILING

met his burden. There has been no change of the use and the structure. The property retains the same physical characteristics and floor plan as when built as a two-family apartment. In this regard, the home was built prior to the first zoning regulations in Baltimore County which were adopted in 1945 and were comprehensively amended and re-adopted on March 30, 1955. The testimony and evidence presented in this case was persuasive to a conclusion that the home with the attendant apartment was built prior to 1945 and used as a multiple dwelling in the 1950's.

As to the second prong regarding abandonment, one only needs to examine the applicable case law to resolve this issue. The propriety of nonconforming uses and the abandonment of same was comprehensively addressed by the Court of Appeals in *Landay vs. Board of Zoning Appeals, et al*, 173 Md. 460 (1938). This case arose out of Baltimore City and set forth the legal definition of the term "abandonment". This definition remains valid today. Within that case, the Court held that:

"Abandonment in law depends upon the concurrence of two, and only two, factors: (1), an intention to abandon or relinquish; and (2), some overt act or some failure to act, which carries the implication that the owner neither claims nor retains any interest in the subject matter of the abandonment". *Landay*, Page 469-470.

This principal of law has been upheld numerous times by the appellate courts of the State. Applying that definition to the instant case, I must conclude that there has been no probative evidence of abandonment. In other words, the facts presented disclose no intention of the property owner to abandon or relinquish the use of this premises as a two-apartment complex. Each owner continued occupancy of only the first floor, it seems clear, therefore, that they intended to retain the two-family character of the dwelling. Also, there has been no overt act or failure to act which would reflect an abandonment. There has been no physical renovation of the structure or attempted conversion of same to a single-family dwelling. Although it is arguable that failure to retain a tenant as suggested by Mr. Rudy might constitute a failure to act, I do not find that fact sufficient to justify the finding of an abandonment.

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Date 1-10-08
By [signature]

Having, therefore, satisfied the first two tests, the Petitioner must now address the final prong offered by Section 104.1 of the B.C.Z.R. That is, has there been a discontinuance of the use.

Although the term "discontinuance" within Webster's Third New International Dictionary can be construed to mean abandonment, I do not believe that the Council intended that word to be so defined in Section 104.1. If that were their intent, the regulations would be unnecessarily repetitious. Rather, use of the phrase, "abandonment or discontinuance", suggests that the Council intended that there be two different litmus tests in order for a nonconforming use to be permitted. Further, Webster also defines discontinuance as to break off, give up or end operations. That is, discontinuance can be defined as when the use has ceased notwithstanding the owner's intent. In applying this broader definition to the facts presented, it is more probably true than not that the use has been discontinued in this case. Notwithstanding the fact that there has been no abandonment as that term is defined at law, it is equally apparent that the prior property owner(s) discontinued the use of this dwelling as a two-apartment complex. Neither Mr. Luecking or his witness, Ms. Lang, could produce evidence that a tenancy relationship existed from 1979 to 1984. Certainly for an apartment use to exist, there must be a landlord and tenant relationship and lease; conditions which are unfulfilled in the instant case. There was not even proof of separate facilities or different living arrangements during this period. Under these circumstances, it must follow that the Petitioner has not met his burden and the integrity of the two separate apartments has been lost and the petition must, therefore, be denied.

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

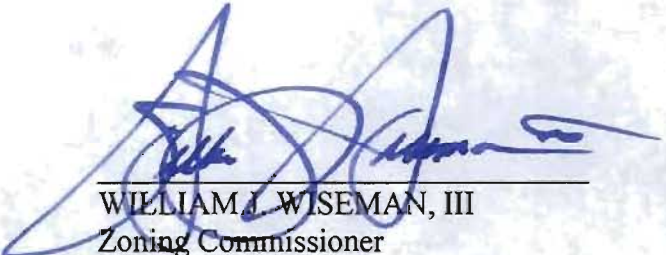
ORDER RECEIVED FOR FILING
Date 1-10-08
By 193

THEREFORE, IT IS ORDERED by the Zoning Commissioner for Baltimore County this 10th day of January, 2008 that, pursuant to the Petition for Special Hearing, approval of the subject dwelling as a legal nonconforming two-apartment dwelling at the property known as 301 Reserve Court, be and is hereby DENIED.

IT IS FURTHER ORDERED that the Petitioner shall cease the rental of the property as a multi-family dwelling within six (6) months of the date of this Order and return it to use as a single-family dwelling thereafter. To assure compliance with this Order, the Petitioner shall permit a representative of the Code Enforcement Division of the Department of Permits and Development Management (DPDM) reasonable access to the building to ensure compliance.

IT IS FURTHER ORDERED that any appeal of this decision must be entered within thirty (30) days of the date hereof.

WJW:dlw



WILLIAM J. WISEMAN, III
Zoning Commissioner
for Baltimore County

ORIGINAL RECEIVED FOR FILING
Date 1-10-08
By [Signature]



BALTIMORE COUNTY
MARYLAND

JAMES T. SMITH, JR.
County Executive

WILLIAM J. WISEMAN III
Zoning Commissioner

January 10, 2008

Timothy T. Luecking
102 Fairfield Drive
Catonsville, Maryland 21228

RE: PETITION FOR SPECIAL HEARING

E Corner of Rolling Road and Reserve Court
(301 Reserve Court)
1st Election District - 1st Council District
Timothy T. Luecking - Petitioner
Case No. 08-199-SPH

Dear Mr. Luecking:

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

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

Very truly yours,

WILLIAM J. WISEMAN, III
Zoning Commissioner
for Baltimore County

WJW:dlw
Enclosure

c: Mary L. Lang, 554 South Rolling Road, Catonsville, MD 21228
Stephen Shutz, 325 Reserve Court, Catonsville, MD 21228
Kranthi Mupparaju, 303 Reserve Court, Catonsville, MD 21228
Nicole Maloy, 309 Reserve Court, Catonsville, MD 21228
Jamie Rudy, 5988 Ivy League Drive, Catonsville, MD 21228
William & Martha Rudy, 314 Reserve Court, Catonsville, MD 21228
People's Counsel; Division of Code Inspections and Enforcement, DPDM; File



Petition for Special Hearing

to the Zoning Commissioner of Baltimore County

for the property located at

301 RESERVE CT.
546 S ROLLING RD.

which is presently zoned

DR 2

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

THE SUBJECT
DWELLING AS A LEGAL NON CONFORMING TWO APARTMENT DWELLING

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:

Name - Type or Print

Signature

Company

Address

Telephone No.

City

State

Zip Code

Legal Owner(s):

Name - Type or Print

Signature

Name - Type or Print

Signature

Address

Telephone No.

City

State

Zip Code

Representative to be Contacted:

Name

Address

City

State

Zip Code

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING

UNAVAILABLE FOR HEARING

Reviewed By

Date

10.26.07

Case No.

08-199-SPH

REV 9/15/98

ORDER RECEIVED FOR FILING

Date

1-10-08

By

[Signature]

April 29, 2005

Property Description

The proposed Lot No. 1 of the Hillcrest Reserve Subdivision known as 540 S. Rolling Road in the First Election District of Baltimore County, Maryland.

Beginning for the same on the southwesterly side of Rolling Road, as now widened, at a point South $48^{\circ}20'26''$ East 70.76 feet distant from the end of the fifth or North $41^{\circ}50'$ East 190.5 feet line of that firstly described parcel of land in a deed dated July 31, 2002, as recorded in the Land Records of Baltimore County, Maryland in Liber S.M. No. 16835 folio 109 which was conveyed by Richard R. Herring and Patricia Ann Herring to Timothy T. Luecking, thence binding on said road, as now surveyed, with all bearings referenced to the Maryland Coordinate System, NAD 83;

1. South $48^{\circ}20'26''$ East 96.62 feet to an iron pipe found; thence leaving said road and binding on the outline of the proposed Lot No. 1, the following courses and distances;
2. South $41^{\circ}35'24''$ West 165.32 feet to a point; thence,
3. North $48^{\circ}24'36''$ West 121.41 feet to a point; thence,
4. Northeasterly 17.72 feet by a curve to the right having a radius of 180.00 feet and a chord bearing North $38^{\circ}48'37''$ East 17.71 feet to a point; thence,
5. North $41^{\circ}37'50''$ East 127.50 feet to a point; thence,

Page 2 of 2

Hillcrest Reserve Subdivision

located at 540 S. Rolling Road

April 29, 2006

6. South $86^{\circ}47'24''$ East 32.61 feet to the point of beginning.

Containing 0.458 acres of land, more or less.

Being a part of that parcel of land as described in a deed dated

November 2, 2001, as recorded in the Land Records of Baltimore County,

Maryland in Liber S.M. No. 16353 folio 301, which was conveyed by

Timothy T. Luecking et. al. to Timothy T. Luecking.



**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: #08-199-SPH

301 Reserve Court
E/corner of Rolling Road
and Reserve Court
1st Election District
1st Councilmanic District
Legal Owner(s): Timothy
Luecking

Special Hearing: to approve the subject dwelling as a legal nonconforming two-apartment dwelling.

Hearing: Tuesday, January 3, 2008 at 11:00 a.m.
in Room 106, County Office Building, 111 West
Chesapeake 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) 887-3868.

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

JT/12/685 De18 158312

CERTIFICATE OF PUBLICATION

12/20/2007

THIS IS TO CERTIFY, that the annexed advertisement was published in the following weekly newspaper published in Baltimore County, Md., once in each of _____ successive weeks, the first publication appearing on 12/18/2007.

- ☒ The Jeffersonian
- ☐ Arbutus Times
- ☐ Catonsville Times
- ☐ Towson Times
- ☐ Owings Mills Times
- ☐ NE Booster/Reporter
- ☐ North County News



LEGAL ADVERTISING

ZONING NOTICE

CASE # 08-199-SPH

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

ROOM 106, COUNTY OFFICE BUILDING
111 WEST CHEESAPEAKE AVENUE
TOWSON, MD. 21204

PLACE:

DATE AND TIME: TUESDAY, JANUARY 8, 2008
AT 11:00 A.M.

REQUEST: SPECIAL HEARING TO APPROVE
THE SUBJECT DWELLING AS A LEGAL
NONCONFORMING TWO-APARTMENT
DWELLING

POSTPONEMENTS DUE TO WEATHER OR OTHER CONDITIONS ARE SOMETIMES NECESSARY.
TO CONFIRM HEARING CALL 847-3381

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

HANDICAPPED ACCESSIBLE



CERTIFICATE OF POSTING

RE: Case No.: OB-199-SPH

Petitioner/Developer: TIMOTHY LUECKING

Date of Hearing/Closing: JAN. 3, 2008

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

Attention: **Christen Matthews**

Ladies and Gentlemen: This letter is to certify under the penalties of perjury that the necessary sign(s)

required by law were posted conspicuously on the property located at _____

#301 RESERVE COURT

The sign(s) were posted on _____

DEC. 18, 2007

(Month, Day, Year)

Sincerely,

Garland E. Moore

(Signature of Sign Poster and Date)

GARLAND E. MOORE

(Printed Name)

3225 RYERSON CIRCLE

(Address)

BALTIMORE, MD. 21227

(City, State, Zip Code)

(410) 242-4263

(Telephone Number)

41 DS

Requested: Feb. 29, 2008

APPEAL SIGN POSTING REQUEST

CASE NO.: 08-199-SPH

301 Reserve Court

1st ELECTION DISTRICT

APPEALED: 2/2/2008

ATTACHMENT – (Plan to accompany Petition – Petitioner's Exhibit No. 1)

*****COMPLETE AND RETURN BELOW INFORMATION*****

CERTIFICATE OF POSTING

TO: Baltimore County Board of Appeals
400 Washington Avenue, Room 49
Towson, MD 21204

Attention: Kathleen Bianco
Administrator

CASE NO.: 08-199-SPH

LEGAL OWNER: TIMOTHY LUECKING

This is to certify that the necessary appeal sign was posted conspicuously on the property located at:

301 RESERVE COURT

E/corner of Rolling Road

The sign was posted on 5/29, 2008.

By:

J Chen
(Signature of Sign Poster)

Chen J. Kelly
(Print Name)



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

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

November 19, 2007

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: 08-199-SPH

301 Reserve Court

E/corner of Rolling Road and Reserve Court

1st Election District – 1st Councilmanic District

Legal Owners: Timothy Luecking

Special Hearing to approve the subject dwelling as a legal nonconforming two-apartment dwelling.

Hearing: Tuesday, January 3, 2008 at 11:00 a.m. in Room 106, County Office Building,
111 West Chesapeake Avenue, Towson 21204

A handwritten signature in black ink that reads "Timothy Kotroco". The signature is written in a cursive style.

Timothy Kotroco
Director

TK:klm

C: Timothy Luecking, 5454 Autumn Field Court, Ellicott City 21043

- NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY WED., DECEMBER 19, 2007.**
- (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.





County Board of Appeals of Baltimore County

JEFFERSON BUILDING
SECOND FLOOR, SUITE 203
105 WEST CHESAPEAKE AVENUE
TOWSON, MARYLAND, 21204
410-887-3180

FAX: 410-887-3182

Hearing Room #2, Second Floor
Jefferson Building, 105 W. Chesapeake Avenue

April 2, 2008

NOTICE OF ASSIGNMENT

CASE #: 08-199-SPH

IN THE MATTER OF: TIMOTHY LUECKING –
Legal Owner /Petitioner 301 Reserve Court
1st Election District; 1st Councilmanic District

1/10/2008 – Z.C.'s decision in which requested zoning relief was **DENIED**.

ASSIGNED FOR:

THURSDAY, JUNE 12, 2008 at 10:00 a.m.

NOTICE: This appeal is an evidentiary hearing; therefore, parties should consider the advisability of retaining an attorney.

Please refer to the Board's Rules of Practice & Procedure, Appendix B, Baltimore County Code.

IMPORTANT: No postponements will be granted without sufficient reasons; said requests must be in writing and in compliance with Rule 2(b) of the Board's Rules. No postponements will be granted within 15 days of scheduled hearing date unless in full compliance with Rule 2(c).

If you have a disability requiring special accommodations, please contact this office at least one week prior to hearing date.

Kathleen C. Bianco
Administrator

c: Appellant /Petitioner
Mary L. Lang

: Timothy T. Luecking

Protestants

: Stephen Shutz
Kranthi Mupparaju
Nicole Maloy
Jamie Rudy
William and Martha Rudy

Office of People's Counsel
William J. Wiseman III /Zoning Commissioner
Pat Keller, Planning Director
Raymond Harmon /PDM
Timothy M. Kotroco, Director /PDM

*PR'd
00 7-30-08-
neg of
downside for
Petitioner*

ROYSTON, MUELLER, McLEAN & REID, LLP

ATTORNEYS AT LAW

R. TAYLOR McLEAN
E. HARRISON STONE
WILLIAM F. BLUE
THOMAS F. McDONOUGH
LAUREL PARETTA REESE*
KEITH R. TRUFFER*
ROBERT S. HANDZO*
EDWARD J. GILLISS
JOHN W. BROWNING
TIMOTHY J. OURSLER
ROBERT G. BLUE
CRAIG P. WARD

LEANNE M. SCHRECKENGOST
DAVID F. LUBY
JAMES L. SHEA, JR.
MARTHA K. WHITE
JONATHAN M. HERBST

SUITE 600
THE ROYSTON BUILDING
102 WEST PENNSYLVANIA AVENUE
TOWSON, MARYLAND 21204-4575

TELEPHONE 410-823-1800
FACSIMILE 410-828-7859
www.rmmr.com

May 12, 2008

OF COUNSEL
EUGENE W. CUNNINGHAM, JR., P.A.
H. EMSLIE PARKS*
BRADFORD G.Y. CARNEY
LISA J. McGRATH

COUNSEL EMERITUS
RICHARD A. REID

CARROLL W. ROYSTON
1913-1991

H. ANTHONY MUELLER
1913-2000

* ALSO ADMITTED IN D.C.

Ms. Kathleen C. Bianco, Administrator
County Board of Appeals of Baltimore County
Jefferson Building, Second Floor, Suite 203
105 W. Chesapeake Avenue
Towson, MD 21204

Re: In the Matter of: Timothy Luecking
301 Reserve Court
1st Election District; 1st Councilmanic District

Dear Ms. Bianco:

I am in receipt of the Notice of Assignment of the above matter for Thursday, June 12, 2008. I will be representing Mr. Luecking at the evidentiary hearing. I request a postponement of the June 12, 2008 hearing due to a conflict in my schedule. I would appreciate it if the hearing is scheduled for a later date.

I thank you for your consideration.

Sincerely,


Keith R. Truffer

KRT:ps

cc: Mr. Timothy T. Luecking
Office of the People's Counsel
William J. Wiseman, III/Zoning Commissioner
Pat Keller, Planning Director
Raymond Harmon/PDM
Timothy M. Kotroco, Director/PDM

RECEIVED
MAY 14 2008
BALTIMORE COUNTY
BOARD OF APPEALS

mb/ps



County Board of Appeals of Baltimore County

JEFFERSON BUILDING
SECOND FLOOR, SUITE 203
105 WEST CHESAPEAKE AVENUE
TOWSON, MARYLAND, 21204
410-887-3180

Hearing Room #2, Second Floor
Jefferson Building, 105 W. Chesapeake Avenue
FAX: 410-887-3182

May 15, 2008

NOTICE OF POSTPONEMENT & REASSIGNMENT

CASE #: 08-199-SPH

IN THE MATTER OF: TIMOTHY LUECKING –
Legal Owner /Petitioner 301 Reserve Court
1st Election District; 1st Councilmanic District

1/10/2008 – Z.C.'s decision in which requested zoning relief was **DENIED**.

which was scheduled to be heard on 6/12/08 has been POSTPONED at the request of Counsel for Petitioner due to a schedule conflict; and has been

REASSIGNED FOR: WEDNESDAY, JULY 30, 2008 at 10:00 a.m.

NOTICE: This appeal is an evidentiary hearing; therefore, parties should consider the advisability of retaining an attorney.

Please refer to the Board's Rules of Practice & Procedure, Appendix B, Baltimore County Code.

IMPORTANT: No postponements will be granted without sufficient reasons; said requests must be in writing and in compliance with Rule 2(b) of the Board's Rules. No postponements will be granted within 15 days of scheduled hearing date unless in full compliance with Rule 2(c).

If you have a disability requiring special accommodations, please contact this office at least one week prior to hearing date.

Kathleen C. Bianco
Administrator

c: Appellant /Petitioner
Mary L. Lang

Protestants

Office of People's Counsel
William J. Wiseman III /Zoning Commissioner
Pat Keller, Planning Director
Raymond Harmon /PDM
Timothy M. Kotroco, Director /PDM

: Timothy T. Luecking

: Stephen Shutz
Kranthi Mupparaju
Nicole Maloy
Jamie Rudy
William and Martha Rudy

*Amended notice
6/19/08 to
add Mr. Truffer.*

*Add: Keith Truffer - counsel for
Petitioner*

COUNTY BOARD OF APPEALS

SUITE 203 • THE JEFFERSON BUILDING
105 W. CHESAPEAKE AVENUE • TOWSON, MD 21204
PHONE: 410-887-3180 • FAX: 410-887-3182

FACSIMILE TRANSMITTAL SHEET

TO AND FAX NUMBER:

KEITH R. TRUFFER, ESQUIRE
FAX: 410-828-7859

FROM:

KATHLEEN BIANCO
FAX: 410-887-3182

TELEPHONE: 410-887-3180

DATE:

JUNE 19, 2008

TOTAL NO. OF PAGES INCLUDING
COVER:
TWO (2)

RE: CASE NO. 08-199-SPH /IN THE
MATTER OF TIMOTHY LUECKING
(RESERVE COURT)

URGENT FOR REVIEW FOR YOUR RECORDS PLEASE REPLY PLEASE RECYCLE

PERSONAL AND CONFIDENTIAL

**ATTACHED IS A COPY OF THE AMENDED NOTICE SENT OUT THIS DATE. I'M
SORRY FOR THE OMISSION – PLEASE CALL ME IF YOU HAVE ANY QUESTIONS.**

kathi

This message is intended only for the addressee and may contain information that is privileged and/or confidential in nature. If the reader is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, and/or received this communication in error, please notify the sender immediately by telephone and return the original message to the sender.



County Board of Appeals of Baltimore County

JEFFERSON BUILDING
SECOND FLOOR, SUITE 203
105 WEST CHESAPEAKE AVENUE
TOWSON, MARYLAND, 21204

410-887-3180

FAX: 410-887-3182

Hearing Room #2, Second Floor
Jefferson Building, 105 W. Chesapeake Avenue

June 19, 2008

AMENDED NOTICE OF ASSIGNMENT / To Add Counsel Only

CASE #: 08-199-SPH

IN THE MATTER OF: TIMOTHY LUECKING –

Legal Owner /Petitioner 301 Reserve Court
1st Election District; 1st Councilmanic District

1/10/2008 – Z.C.'s decision in which requested zoning relief was **DENIED**.

The purpose of this amended notice is to include the name of Counsel for Petitioner in this matter; no other changes have been made; the date and time remain as reassigned by earlier notice.

REASSIGNED FOR: WEDNESDAY, JULY 30, 2008 at 10:00 a.m.

NOTICE: This appeal is an evidentiary hearing; therefore, parties should consider the advisability of retaining an attorney.

Please refer to the Board's Rules of Practice & Procedure, Appendix B, Baltimore County Code.

IMPORTANT: No postponements will be granted without sufficient reasons; said requests must be in writing and in compliance with Rule 2(b) of the Board's Rules. No postponements will be granted within 15 days of scheduled hearing date unless in full compliance with Rule 2(c).

If you have a disability requiring special accommodations, please contact this office at least one week prior to hearing date.

Kathleen C. Bianco
Administrator

c: Counsel for Appellant /Petitioner
Appellant /Petitioner
Mary L. Lang

: Keith R. Truffer, Esquire
: Timothy T. Luecking

Protestants

: Stephen Shutz
Kranthi Mupparaju
Nicole Maloy
Jamie Rudy
William and Martha Rudy

Office of People's Counsel
William J. Wiseman III /Zoning Commissioner
Pat Keller, Planning Director
Raymond Harmon /PDM
Timothy M. Kotroco, Director /PDM

COUNTY BOARD OF APPEALS

SUITE 203 • THE JEFFERSON BUILDING
105 W. CHESAPEAKE AVENUE • TOWSON, MD 21204
PHONE: 410-887-3180 • FAX: 410-887-3182

FACSIMILE TRANSMITTAL SHEET

TO AND FAX NUMBER:

KEITH R. TRUFFER, ESQUIRE
FAX: 410-828-7859

MICHAEL P. TANCZYN, ESQUIRE
FAX: 410-296-8827

FROM:

KATHLEEN BIANCO
FAX: 410-887-3182

TELEPHONE: 410-887-3180

HAND-DELIVERED COPY : P ZIMMERMAN

DATE:

AUGUST 19, 2008

TOTAL NO. OF PAGES INCLUDING
COVER:
ONE (1)

RE: CASE NO. 08-199-SPH /IN THE
MATTER OF TIMOTHY LUECKING
(RESERVE COURT)

URGENT FOR REVIEW FOR YOUR RECORDS PLEASE REPLY PLEASE RECYCLE

PERSONAL AND CONFIDENTIAL

FYI – PER MR. TANCZYN'S FAX RECEIVED THIS DATE:

THE SUBJECT MATTER HAS BEEN PULLED FROM THE BOARD'S 8/20/08 HEARING DOCKET, WITH A FILE NOTATION THAT THE MATTER WAS CONCLUDED ON 7/30/08.

A DATE WILL BE ASSIGNED FOR CLOSING BRIEFS, AS WELL AS FOR PUBLIC DELIBERATION, WITH APPROPRIATE NOTICE TO BE SENT TO ALL PARTIES AS SOON AS I CONFIRM AVAILABILITY OF THE THREE BOARD MEMBERS FOR THE DELIBERATION.

NO ONE NEED APPEAR ON 8/20/08; ANY QUESTIONS, PLEASE CALL ME.

kathi

This message is intended only for the addressee and may contain information that is privileged and/or confidential in nature. If the reader is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, and/or received this communication in error, please notify the sender immediately by telephone and return the original message to the sender.

RECEIVED

AUG 19 2008

BALTIMORE COUNTY
BOARD OF APPEALS

LAW OFFICES
MICHAEL P. TANCZYN, P.A.

Suite 106, 606 Baltimore Avenue
Towson, Maryland 21204

(410) 296-8823 • (410) 296-8824 • Fax: (410) 296-8827

FACSIMILE INFORMATION TRANSMITTAL SHEET

DATE: 8/19/08

TIME: _____

PAGE 1 OF 2

TO:

KATHY BIANCO | Keith Truffer | Peter Max Zimmerman

FAX NO. 410 887-3182 | 410 828-7859 | 410 823-4236

FROM:

Michael P. Tanczyn

RE:

Case 08-1993PH Timothy Lucking

DOCUMENTS:

REMARKS:

Kathy, per our conversation please cancel 8/20/08 Hong date
based on Mr. Lucking's non availability due to his schedule. Please advise
counsel when memo is due & deliver date when scheduled,
Thanks Mike

c. client

* * * NOTICE OF CONFIDENTIALITY * * *

The documents in this facsimile transmission are ATTORNEY PRIVILEGED AND CONFIDENTIAL and are intended for the use of the individual or entity named above. If you have received this communication in error, or are not sure whether it is privileged, please immediately notify us by telephone at (410) 296-8823 and return the original document in its entirety to us at the above address via the U. S. Postal Service. ANY DISSEMINATION, DISTRIBUTION, COPYING, OR OTHER TAKING OF ANY ACTION IN RELIANCE ON THE CONTENTS OF THIS DOCUMENT BY ANYONE OTHER THAN THE INTENDED RECIPIENT IS STRICTLY PROHIBITED.

COUNTY BOARD OF APPEALS

SUITE 203 • THE JEFFERSON BUILDING
105 W. CHESAPEAKE AVENUE • TOWSON, MD 21204
PHONE: 410-887-3180 • FAX: 410-887-3182

FACSIMILE TRANSMITTAL SHEET

TO AND FAX NUMBER:

KEITH R. TRUFFER, ESQUIRE
FAX: 410-828-7859

MICHAEL P. TANCZYN, ESQUIRE
FAX : 410-296-8827

FROM:

KATHLEEN BIANCO
FAX : 410-887-3182

TELEPHONE : 410-887-3180

DATE:

AUGUST 6, 2008

TOTAL NO. OF PAGES INCLUDING COVER:

TWO (2)

RE: CASE NO. 08-199-SPH /IN THE
MATTER OF TIMOTHY LUECKING
(RESERVE COURT) – DAY #2

URGENT FOR REVIEW FOR YOUR RECORDS PLEASE REPLY PLEASE RECYCLE

PERSONAL AND CONFIDENTIAL

**ATTACHED IS A COPY OF THE NOTICE SENT OUT THIS DATE FOR HEARING DAY
#2 – ONE HOUR SCHEDULED FOR 8/20/08.**

THIS DATE HAS ALSO BEEN CONFIRMED WITH THE BOARD PANEL MEMBERS.

kathi

This message is intended only for the addressee and may contain information that is privileged and/or confidential in nature. If the reader is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, and/or received this communication in error, please notify the sender immediately by telephone and return the original message to the sender.



County Board of Appeals of Baltimore County

JEFFERSON BUILDING
SECOND FLOOR, SUITE 203
105 WEST CHESAPEAKE AVENUE
TOWSON, MARYLAND, 21204
410-887-3180

Hearing Room #2, Second Floor FAX: 410-887-3182
Jefferson Building, 105 W. Chesapeake Avenue

August 6, 2008

NOTICE OF ASSIGNMENT / Day #2 (one hour assigned)

CASE #: 08-199-SPH

IN THE MATTER OF: TIMOTHY LUECKING –
Legal Owner /Petitioner 301 Reserve Court
1st Election District; 1st Councilmanic District

1/10/2008 – Z.C.'s decision in which requested zoning relief was DENIED.

As indicated at the conclusion of day #1 on 7/30/08, the following date and time has been assigned for one hour only for the purpose of completion of this matter; and has been

ASSIGNED FOR: WEDNESDAY, AUGUST 20, 2008, at 10:00 a.m.

NOTICE: This appeal is an evidentiary hearing; therefore, parties should consider the advisability of retaining an attorney.

Please refer to the Board's Rules of Practice & Procedure, Appendix B, Baltimore County Code.

IMPORTANT: No postponements will be granted without sufficient reasons; said requests must be in writing and in compliance with Rule 2(b) of the Board's Rules. No postponements will be granted within 15 days of scheduled hearing date unless in full compliance with Rule 2(c).

If you have a disability requiring special accommodations, please contact this office at least one week prior to hearing date.

Kathleen C. Bianco
Administrator

c: Counsel for Appellant /Petitioner : Keith R. Truffer, Esquire
Appellant /Petitioner : Timothy T. Luecking
Mary L. Lang

Michael P. Tanczyn, Esquire
Protestants

: Stephen Shutz
Kranthi Mupparaju
Nicole Maloy
Jamie Rudy
William and Martha Rudy

Office of People's Counsel
William J. Wiseman III /Zoning Commissioner
Pat Keller, Planning Director
Raymond Harmon /PDM
Timothy M. Kotroco, Director /PDM

FYI copy: 3-4-6

8/20 not needed per m. 20080802 fax.
Concluded
7/30/08
memos to be filed ?
double scheduled



County Board of Appeals of Baltimore County

JEFFERSON BUILDING
SECOND FLOOR, SUITE 203
105 WEST CHESAPEAKE AVENUE
TOWSON, MARYLAND, 21204
410-887-3180
FAX: 410-887-3182

September 10, 2008

NOTICE OF DELIBERATION

IN THE MATTER OF:

**TIMOTHY LUECKING – Legal Owner /Petitioner
Case No. 08-199-SPH**

Having heard this matter on 7/30/08, public deliberation has been scheduled for the following date /time:

DATE AND TIME : TUESDAY, OCTOBER 28, 2008, at 9:30 a.m.

**LOCATION : Hearing Room #2, Second Floor (next to Suite 203)
Jefferson Building, 105 W. Chesapeake Avenue**

**NOTE: Closing briefs are due on
Wednesday, October 1, 2008
(Original and three [3] copies)**

NOTE: ALL PUBLIC DELIBERATIONS ARE OPEN SESSIONS; HOWEVER, ATTENDANCE IS NOT REQUIRED. A WRITTEN OPINION /ORDER WILL BE ISSUED BY THE BOARD AND A COPY SENT TO ALL PARTIES.

**Kathleen C. Bianco
Administrator**

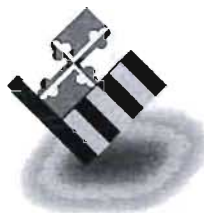
c: Counsel for Appellant /Petitioner
Appellant /Petitioner
Mary L. Lang

: Keith R. Truffer, Esquire
: Timothy T. Luecking

Michael P. Tanczyn, Esquire
Protestants

: Stephen Shutz
Kranthi Mupparaju
Nicole Maloy
Jamie Rudy
William and Martha Rudy

Office of People's Counsel
William J. Wiseman III /Zoning Commissioner
Pat Keller, Planning Director
Raymond Harmon /PDM
Timothy M. Kotroco, Director /PDM



BALTIMORE COUNTY
M A R Y L A N D

JAMES T. SMITH, JR.
County Executive

TIMOTHY M. KOTROCO, *Director*
Department of Permits and
Development Management

December 27, 2007

Timothy T. Luecking
5454 Autumn Field Court
Ellicott City, MD 21043

Dear Mr. Luecking:

RE: Case Number: 08-199-SPH, 301 Reserve Court

The above referenced petition was accepted for processing **ONLY** by the Bureau of Zoning Review, Department of Permits and Development Management (PDM) on October 26, 2007 is not an approval, but only a **NOTIFICATION**.

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:amf

Enclosures

c: People's Counsel

Martin O'Malley, Governor
Anthony G. Brown, Lt. Governor



John D. Porcari, Secretary
Neil J. Pedersen, Administrator

Maryland Department of Transportation

Date: 11/6/2007

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

RE: Baltimore County
Item No. 8-199-SPH
301 RESERVE COURT
CHECKING PROPERTY
SPECIAL EXCEPTION

Dear Ms. Matthews:

Thank you for the opportunity to review your referral request on the subject of the above captioned. We have determined that the subject property does not access a State roadway and is not affected by any State Highway Administration projects. Therefore, based upon available information this office has no objection to Baltimore County Zoning Advisory Committee approval of Item No. 8-199-SPH.

Should you have any questions regarding this matter, please contact Michael Bailey at 410-545-2803 or 1-800-876-4742 extension 5593. Also, you may E-mail him at (mbailey@sha.state.md.us).

Very truly yours,

A handwritten signature in blue ink that reads "Michael D. Bailey".

for
Steven D. Foster, Chief
Engineering Access Permits
Division

SDF/MB

My telephone number/toll-free number is _____

Maryland Relay Service for Impaired Hearing or Speech: 1.800.735.2258 Statewide Toll Free

Street Address: 707 North Calvert Street • Baltimore, Maryland 21202 • Phone: 410.545.0300 • www.marylandroads.com

BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

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

DATE: November 6, 2007

FROM: Dennis A. Kennedy^{DM}, Supervisor
Bureau of Development Plans Review

SUBJECT: Zoning Advisory Committee Meeting
For November 12, 2007
Item Nos. 08-189, 197, 198, 199, 201,
202, 203, 204, and 205

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-11062007.doc

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

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

DATE: November 19, 2007

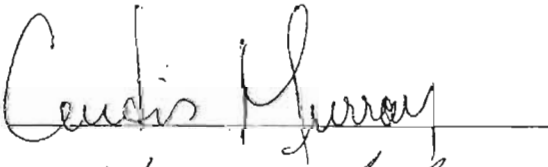
FROM: Arnold F. 'Pat' Keller, III
Director, Office of Planning

SUBJECT: Zoning Advisory Petition(s): Case(s) 8-199- Special Hearing

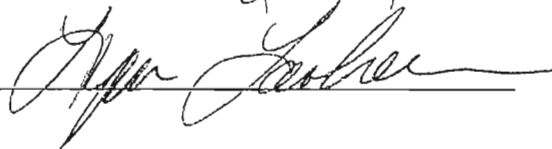
The Office of Planning has reviewed the above referenced case(s) and has no comments to offer.

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

Reviewed By:



Division Chief:
CM/LL



RE: PETITION FOR SPECIAL HEARING
301 Reserve Court; E corner of Rolling
Road & Reserve Court
1st Election & 1st Councilmanic Districts
Legal Owner(s): Tim Luecking
Petitioner(s)

* BEFORE THE
* ZONING COMMISSIONER
* FOR
* BALTIMORE COUNTY
* 08-199-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 20th day of November, 2007, a copy of the foregoing Entry of Appearance was mailed to, Tim Luecking, 5454 Autumn Field Court, Ellicott City, MD 21043, Petitioner(s).

RECEIVED

NOV 20 2007

Per.....

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

IN RE: **PETITION FOR SPECIAL HEARING**

E Corner of Rolling Road and

Reserve Court (**301 Reserve Court**)

1st Election District

1st Councilmanic District

Legal Owner/Petitioner:

Timothy T. Luecking

*

BEFORE THE

*

BOARD OF APPEALS

*

FOR

*

BALTIMORE COUNTY

*

Case No.: 08-199-SPH

SUBPOENA DUCES TECUM

TO: Jeanette Westcott
1 Wakeforest Court
Catonsville, MD 21228

You are hereby commanded to appear and bring to the hearing:

1. None

on: Beginning Wednesday, July 30, 2008 at 10:00 a.m.

at: Board of Appeals of Baltimore County
Old Courthouse, Room 48
400 Washington Avenue
Towson, Maryland 21204

This Subpoena was requested by Michael P. Tanczyn, Esquire, 606 Baltimore Avenue, Suite 106, Towson, Maryland, 21204, 410-296-8823, counsel for Hillcrest Reserve Homeowners Association and any questions should be referred to that office.

DATE

RECEIVED

JUL 03 2008

BALTIMORE COUNTY
BOARD OF APPEALS

Sunny Cannington
Board of Appeals

IN RE: PETITION FOR SPECIAL HEARING * BEFORE THE
E Corner of Rolling Road and *
Reserve Court (301 Reserve Court) * BOARD OF APPEALS

1st Election District * FOR
1st Councilmanic District *

Legal Owner/Petitioner: * BALTIMORE COUNTY
Timothy T. Luecking * Case No.: 08-199-SPH

SUBPOENA DUCES TECUM

TO: Ray Harmon
c/o Code Enforcement
111 West Chesapeake Avenue
Towson, MD 21204

You are hereby commanded to appear and bring to the hearing:

1. File for 301 Reserve Court (also known as 540 S. Rolling Road), Catonsville, MD 21228, Legal Owner - Timothy T. Luecking, et al.

on: Beginning Wednesday, July 30, 2008 at 10:00 a.m.

at: Board of Appeals of Baltimore County
Old Courthouse, Room 48
400 Washington Avenue
Towson, Maryland 21204

This Subpoena was requested by Michael P. Tanczyn, Esquire, 606 Baltimore Avenue, Suite 106, Towson, Maryland, 21204, 410-296-8823, counsel for Hillcrest Reserve Homeowners Association and any questions should be referred to that office.

RECEIVED

DATE JUL 03 2008

BALTIMORE COUNTY
BOARD OF APPEALS

Sunny Cannington
Board of Appeals

IN RE: **PETITION FOR SPECIAL HEARING** * BEFORE THE
E Corner of Rolling Road and *
Reserve Court (**301 Reserve Court**) * BOARD OF APPEALS

1st Election District * FOR
1st Councilmanic District *
* BALTIMORE COUNTY

Legal Owner/Petitioner:
Timothy T. Luecking * Case No.: 08-199-SPH

SUBPOENA DUCES TECUM

TO: Deborah Head
222 Glenrae Drive
Catonsville, MD 21228

You are hereby commanded to appear and bring to the hearing:

1. None

on: Beginning Wednesday, July 30, 2008 at 10:00 a.m.

at: Board of Appeals of Baltimore County
Old Courthouse, Room 48
400 Washington Avenue
Towson, Maryland 21204

This Subpoena was requested by Michael P. Tanczyn, Esquire, 606 Baltimore Avenue, Suite 106, Towson, Maryland, 21204, 410-296-8823, counsel for Hillcrest Reserve Homeowners Association and any questions should be referred to that office.

RECEIVED
DATE
JUL 03 2008

BALTIMORE COUNTY
BOARD OF APPEALS

Sunny Cannington
Board of Appeals

IN RE: PETITION FOR SPECIAL HEARING * BEFORE THE
E Corner of Rolling Road and *
Reserve Court (301 Reserve Court) * BOARD OF APPEALS

1st Election District * FOR
1st Councilmanic District *
* BALTIMORE COUNTY

Legal Owner/Petitioner:
Timothy T. Luecking * Case No.: 08-199-SPH

SUBPOENA DUCES TECUM

TO: Custodian of Records *
BGE Investigator's Office *
P.O. Box 1475 *
Baltimore, MD 21204 *
**Courtesy copy faxed to Legal Department, BGE
@410-470-8012*

You are hereby commanded to appear and bring to the hearing:

1. Records of metered service to 540 S. Rolling Road, 1st Floor; 2nd Floor; and Basement showing gas meter, electric meter and date of installation for all meters from March 1, 1955 to the present.
2. Summary of billing records from March 1, 1955 to the present showing to whom the bills were directed as account holder for each of the above three (3) addresses.
3. Records showing any change in service from March 1, 1955 to the present from account holders to the legal owner of the property. Please note this property became known in 2007 as 301 Reserve Court, Catonsville, Maryland 21228.

on: Beginning Wednesday, July 30, 2008 at 10:00 a.m.

at: Board of Appeals of Baltimore County
Old Courthouse, Room 48
400 Washington Avenue
Towson, Maryland 21204

This Subpoena was requested by Michael P. Tanczyn, Esquire, 606 Baltimore Avenue, Suite 106, Towson, Maryland, 21204, 410-296-8823, counsel for Hillcrest Reserve Homeowners Association and any questions should be referred to that office.

RECEIVED
DATE
JUL 03 2008
BALTIMORE COUNTY
BOARD OF APPEALS

Sunny Cannington
Board of Appeals

IN THE MATTER OF
THE APPLICATION OF
HOWARD RAMSAY - LEGAL OWNER; NITA
AND LOUIS SAVADER - C.P. FOR SPECIAL
HEARING ON PROPERTY LOCATED ON THE W/S
OF LIGMAN AVE., NW/COR OF ALMA AND
LIGMAN AVENUE (2108 ALMA AVENUE)
15TH ELECTION DISTRICT
7TH COUNCILMANIC DISTRICT

* BEFORE THE
* COUNTY BOARD OF APPEALS
* OF
* BALTIMORE COUNTY
* CASE NO. 04-250-SPH

* * * * *

OPINION

Background

The property in question is in Edgemere on Jones Creek in the Chesapeake Bay Critical Area. It is comprised of .66 acre zoned D.R. 5.5. The Whistler Corporation bought the property in 1988. At that time there were four single-family dwellings, in excess of the maximum three allowed by multiplying 5.5 x .66. The property also appeared to have setback problems. In the course of rehabilitating the property, Whistler was advised that it had to establish the legitimacy of the nonconforming use of the property. In 1989, the Whistler Corporation, through Howard Ramsay, applied to the Baltimore County Zoning Commissioner for a determination that the subject property was a lawful nonconforming use. The then-Deputy Zoning Commissioner, in Case No. 89-343-SPH, decided that "the subject property consisting of four single-family dwellings has not changed since 1935 and pre-dates the 1945 zoning regulations and that a nonconforming use existed."

In 1989 the Whistler Corporation filed with the State of Maryland for a condominium regime and thereafter rebuilt the four older homes into the newer units which existed on the site at the time of the particular incident in question.

In March 2001, the house at 2108 Alma Avenue was destroyed by a tenant who was residing in the dwelling at the time. He permitted water to overflow and completely damaged the interior of the home to the point that the then-owner, Howard Ramsay, for safety and health reasons, obtained a permit from Baltimore County to raze the property. The permit was issued on March 21, 2001 and the property was razed on or about November 21, 2001.

Due to financial reasons and Mr. Ramsay's inability to secure competent contractors, Mr. Ramsay was unable to start the reconstruction of 2108 Alma Avenue.

Ramsay, and Chris Barkley, his realtor, approached Baltimore County in October 2003. Ramsay and Barkley, as well as the County, recognized that Ramsay needed to take some action to restore 2108 Alma Avenue before the expiration of the 2-year period set forth in BCZR § 104.2. That section states:

A structure damaged to any extent or destroyed by fire or other casualty may be restored within two (2) years after such destruction or damage but may not be enlarged.

Mr. and Mrs. Louis Savader purchased the properties when it was apparent to Mr. Ramsay, due to his financial situation, that he would not be able to rebuild the house. A Petition for Special Hearing was originally filed by Barkley on behalf of Ramsay requesting “extension of the zoning case #89-343-SPH.” The Petition was filed on November 14, 2003, and subsequently amended to include a longer explanation of the need for the extension of the two-year period permitted under § 104.2.

The Zoning Commissioner denied the special hearing and refused to extend the two-year limit permitted for rebuilding or restoring a nonconforming use under § 104.2.

People’s Counsel raised several questions in its Brief to the Board. The Board feels that the following questions are pertinent to his matter.

1. Has there been a termination of the nonconforming use?
2. Can the two-year period for restoration lawfully be extended?
3. Has there been compliance with BCZR 500.14 for applications in the Chesapeake Bay Critical Area?

Decision

Nonconforming uses are defined in BCZR § 101 as follows:

A legal use that does not conform to a use regulation for the zone in which it is located or to a special regulation applicable to such a use. A specifically named use described by the adjective “nonconforming” is a nonconforming use.

BCZR § 104 governs these uses and states in pertinent part:

- 104.1 A nonconforming use (as defined in § 101) may continue except as otherwise specifically provided in these regulations, provided that upon any change from

such nonconforming use to any other use whatsoever, or any abandonment or discontinuance of such nonconforming for a period of one year or more, the right to continue or resume such nonconforming use shall terminate.

- 104.2 A structure damaged to any extent or destroyed by fire or other casualty may be restored within two years after such destruction or damage but may not be enlarged. In the case of residential use structures which are nonconforming in density, the number of dwelling units or density units rebuilt may be equal to but may not exceed the number of units which existed before the casualty.

BCZR 500.14 deals with zoning petitions within the Critical Area. It states:

Within the Chesapeake Bay Critical Area.

No decision may be rendered by the Zoning Commissioner on any petition or special exception, variance or special hearing unless the Zoning Commissioner has received from the director of the department of environmental protection and resource management, or his designated representative, written recommendations describing how the proposed requested would:

- A. Minimize adverse impacts on water quality that result from pollutants that are discharged from structures or conveyances or that have run off the surrounding lands;
- B. Conserve fish, wildlife, and plant habitats; and
- C. Be consistent with established land use policies for development in the Chesapeake Bay Critical Area which accommodate growth and also adjust the fact that, even if pollution is controlled, the number, movement and activities of persons in that area can create adverse environmental impacts.

Nonconforming uses are generally not looked upon with favor by governmental entities. In general, the policy of the law is to eliminate nonconforming uses over time. *Prince George's County v. E. L. Gardner*, 293 Md. 259, 267-68 (1991).

In the opinion of the Board,, §§ 104.1 and 104.2 of the BCZR are quite clear with respect to the requirements for nonconforming uses. Section 104.1 states that "a nonconforming use (as defined in § 101) may continue except as otherwise specifically provided in these regulations...." [Emphasis supplied.] Section 104.2 allows for a structure that has been damaged or destroyed by other casualty to be restored within 2 years after such destruction or damage. Neither § 104.1 nor § 104.2 provides for any extension or enlargement of the 2-year period.

Petitioner argues that the use of the word “may” in § 104.2 rather than the word “shall” indicates that the Council made the provision “permissive” and not mandatory. The Board takes issue with this interpretation of the language of § 104.2. Section 104.2 states “a structure damaged to any extent or destroyed by fire or other casualty may be restored within two (2) years after such destruction or damage but may not be enlarged. In the case of residential use structures which are nonconforming in density, the number of dwelling units or density units rebuilt may be equal to but may not exceed the number of units which existed before the casualty.” [Emphasis added.]

In our opinion it is clear that the word “may” after the word “casualty” indicates that the owner has the right to restore the structure or not restore the structure. The word “may” does not modify the 2-year period for reconstruction. In addition, the use of the word “may” when referring to the number of units again is permissive. It certainly cannot be contended that the use of the word “may” in the last lines of the section would allow more density units to be rebuilt than were originally found in the nonconforming use.

The owners of the unit contend they intended to reconstruct the unit and were prohibited from doing so by the fact that they did not have sufficient funds to undertake a reconstruction project until after the whole condominium was sold. At that point, the owners did not have an opportunity to rebuild the property since there was no time to obtain a building permit, and also there was interference from Hurricane Isabel which occurred at some point during that period of time. While we are sympathetic with the position in which the Petitioners found themselves, unfortunately, the law does not make any provision for this situation. Section 104.1 states in part, “...provided that upon any change from such nonconforming to any other use whatsoever, or any abandonment or discontinuance of such nonconforming use for a period of one year or more, the right to continue or resume such nonconforming use shall terminate.”

In our opinion, this language is clear that regardless of the intent of the parties, if the use is abandoned or discontinued for a period of one year or more, the nonconforming use is lost. *See Canada Tavern Inc. v. Town of Glen Echo*, 260 Md. 206, 271 A.2d 664 (1970). Section 104.2 allows the owner of a damaged property a period of 2 years within which to reconstruct the same property to the size and density of the original nonconforming use. It says nothing about extension of time or expansion of the 2-year period. Therefore, we will deny the extension of the nonconforming use as requested in the Petition for Special Hearing.

In addition, we would rely on the fact that the Petitioner has not complied with § 500.14 by requesting from the Director of the Department of Environmental Protection & Resource Management the written recommendations required in that section.

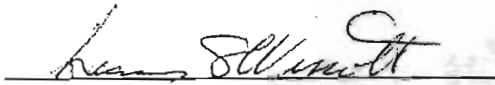
ORDER

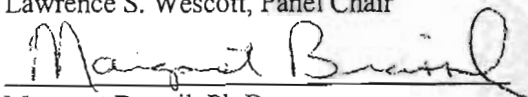
THEREFORE, IT IS THIS 27th day of January, 2005 by the County Board of Appeals of Baltimore County

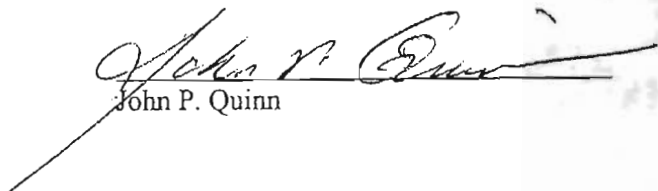
ORDERED that the Petition for Special Hearing to extend the two (2) year period permitted under § 104.2 of the *Baltimore County Zoning Regulations* be and is hereby **DENIED**.

Any petition for judicial review from this decision must be made in accordance with Rule 7-201 through Rule 7-210 of the *Maryland Rules*.

**COUNTY BOARD OF APPEALS
OF BALTIMORE COUNTY**


Lawrence S. Wescott, Panel Chair


Margaret Brassil, Ph.D.


John P. Quinn

IN THE MATTER OF
 THE APPLICATION OF
LINDA AMOS AND SUSANNE GIGLIOTTI -
PETITIONERS; 111 MELLOR AVENUE PROPERTY
 FOR SPECIAL HEARING ON PROPERTY LOCATED
 ON THE NE/S MELLOR AVENUE, 1,383' S OF C/L
 OF FREDERICK ROAD
 1ST ELECTION DISTRICT
 1ST COUNCILMANIC DISTRICT

* BEFORE THE
 * COUNTY BOARD OF APPEALS
 * OF
 * BALTIMORE COUNTY
 * CASE NO. 03-456-SPH

* * * * *

OPINION

This is an appeal from a decision of the Zoning Commissioner in which the Zoning Commissioner granted relief requested in a Petition for Special Hearing.

The hearing before the Board took place on December 22, 2004. Petitioners, Linda Amos, Susanne Gigliotti, and Lewis and Cindy Kubiets, were represented by Michael P. Tanczyn, Esquire. The Kubiets were allowed to participate as parties at the hearing before the Board although they only testified as witnesses below. They live on Mellor Avenue, near the property in question. Between the Zoning Commissioner's hearing and the hearing before the Board, Ms. Amos and Ms. Gigliotti moved away from Mellor Avenue. The Appellant /Respondent was represented by Benjamin Bronstein, Esquire. The amendment of the Petition to include the Kubiets was contested by Counsel for the Appellant /Respondent, Drenner Concrete /Purchaser-Legal Owner, Wayne Odochowski.

Facts

The testimony indicated that the property in question is located on the east side of Mellor Avenue in Catonsville, just south of the intersection of Mellor Avenue and Frederick Road. The property is rectangular in shape, about 60 feet by 355 feet, and is approximately .5 acre in size. It is zoned B.M. with a small remaining portion of the property zoned D.R. 2.

Improvements on the property include a one-story tin shed, 18 feet by 40 feet in dimension which is located in the southern D.R. 2 portion of the site. A container is located in the northern portion of the site which is zoned B.M. Additionally, there is a concrete retaining wall and a long concrete pad along the rear of the property which crosses the zone line, and there are several concrete parking bays along the northern property line. The remaining area of the property is unimproved. The property is enclosed with

**Case No. 03-456-SPH / 111 Mellor Avenue Property
(Drenner); Linda Amos & Susanne Gigliotti - Petitioners**

a combination chain-link and wood property fence.

The City of Baltimore originally owned the subject property from approximately 1925 until March of 2000. The property was used by the City as a maintenance yard to house a Baltimore City Water Department utility truck. Testimony revealed that in approximately the late 1980s the City generally stopped using the property and removed the existing materials from the site. On October 24, 1990, the City leased the property to Nicodemus Construction Company for use as a carpentry shop and for the storage of materials. It appeared that most of the activity on the site under Nicodemus took place in the shop with very little if any outdoor storage of materials. After approximately one year, Nicodemus vacated the site, and the site remained vacant until December 1993, when D.A. Drenner Concrete, Inc., began to use the property under a lease made with the City of Baltimore on August 3, 1993.

Testimony indicated that Drenner initially used the property for storage; however, in the mid to late 1990s, activities significantly increased. That activity included large trucks and heavy equipment being operated with back-up alarms early in the morning and late at night, and with welding activities conducted on the streets and heavy equipment being brought to the site and stored by Drenner. In the Spring of 2002, Drenner began moving its equipment out of the property, and by June 2002 it had vacated the property. The property remained vacant until the Spring of 2004 at which time it was sold by deed dated May 20, 2004 to Gateway Partners, which is owned by Wayne Odochowski. He now seeks to overturn the decision of the Zoning Commissioner.

Coincidental with the increased activity on the site by Drenner Concrete in the late 1990s, the Petitioners, who were neighbors, filed a complaint with Baltimore County as the result of the increased noise and dust raised by the operation of Drenner. As a result of that complaint, there have been at least four Code violation citations issued for the property and hearings conducted in those matters under Case Nos. 98-2180, 99-6305, 00-0836, and 00-1503. The nature of these alleged violations was that the property was being used as a contractor's equipment storage yard, which was not a permitted use in the B.M./D.R. 2 zone.

Copies of two decisions rendered in those cases by the Hearing Officer for the Department of

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(Drenner); Linda Amos & Susanne Gigliotti - Petitioners**

Permits & Development Management were offered at the hearing. In Case No. 98-2180, Code Violation Hearing Officer Stanley J. Schapiro dismissed the citation. In his written decision, he stated, "I am persuaded that the subject property has been used as a contractor's or construction equipment storage lot since at least 1938, and quite possibly before 1938." He also noted that § 104 of the *Baltimore County Zoning Regulations* (BCZR) permits the continuation of a nonconforming use. A nonconforming use is defined in BCZR § 101 as a "legal use that does not conform to a use regulation for the zone in which it is located or to a special regulation applicable to such use." The Hearing Officer held that the property was a nonconforming use and there was no violation.

A similar result was reached in Case No. 00-1503. In that matter, similar citations were issued regarding use of the property. Following a public hearing, the Hearing Officer Stanley Schapiro noted again that the property had been used by Baltimore City for the storage of heavy equipment and material used to maintain water and sewer service in Baltimore County. Hearing Officer Schapiro also noted the doctrine of *res judicata* or Claim Preclusion. These doctrines prohibit additional litigation when the identical issue had previously been litigated between the same parties. He opined that the citation issued in Case No. 00-1503 must be dismissed because, "Baltimore County is precluded from prosecuting this matter by the Doctrine of *Res Judicata*."

Issues

The instant case raises four issues which must be determined by the Board.

1. Do the Petitioners, Linda Amos, Susanne Gigliotti, and Lewis and Cindy Kubiet, have standing to pursue the petition before the Board or must the petition be dismissed?
2. Does the Baltimore County Code Enforcement Official have the authority to determine the existence of a nonconforming use, and, if so, does his decision have preclusive (or *res judicata*) effect on a Petition for Special Hearing?
3. Was there ever any nonconforming use on the property, and, if so, has it been terminated by change or discontinuance under § BCZR 104?
4. Does the Doctrine of Laches prohibit the Petitioners from pursuing their Petition for Special Hearing?

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(Drenner); Linda Amos & Susanne Gigliotti - Petitioners

Decision

Issue No. 1: Do the Petitioners, Linda Amos, Susanne Gigliotti, and Lewis and Cindy Kubiet, have standing to pursue the petition before the Board or must the petition be dismissed?

The testimony revealed that, since the Hearing Officer's decision, Linda Amos has moved several blocks away from Mellor Avenue to the other side of Frederick Road, and Susanne Gigliotti Johnson has moved to Parkville. Lewis and Cindy Kubiet still live on Mellor Avenue and participated in the proceedings below but were not original Petitioners. The Kubiets asked for and were granted leave to become parties during the hearing before the Board.

While the hearing before the Board is a *de novo* hearing under County Charter § 603, the Board's jurisdiction is still appellate. Therefore, regardless of who may be interested at this point, the Zoning Commissioner has made a determination which stands unless reversed after hearing. [See *Dorsey v. Bethel A.M.E. Church*, 375 Md. 59, 71-75 (2003).] It is clear that anyone who expresses an interest in an administrative hearing thereby becomes a party, unless excluded by valid statute or regulation. The standard is different from, and more relaxed than, the "standing" principle applicable in the courts. Quoting his own opinion in *Sugarloaf Citizens v. M.D.E.*, 344 Md. 271 at 286-87, Judge Eldrich wrote in *Dorsey*:

The requirements for administrative standing under Maryland law are not very strict. Absent a statute or a reasonable regulation specifying criteria for administrative standing, one may become a party to an administrative proceeding rather easily. In holding that a particular individual was properly a party at an administrative hearing, Judge J. Dudley Digges for the Court in *Morris v. Howard Res. & Dev. Corp.*.... explained as follows:

"He was present at the hearing before the Board, testified as a witness and made statements or arguments as to why the amendments to the zoning regulations should be not approved. This is far greater participation than that previously determined sufficient to establish one as a party before an administrative agency...."

Linda Amos still lives close enough to be affected differently from the public in general. She testified that the impact of the use on Frederick Road traffic in her neighborhood, ½ block from her house, is a particular problem. Lewis and Cindy Kubiet, although not original petitioners, participated at the Zoning Commissioner level. They were allowed to become parties before the Board. Mr. Kubiet

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testified before the Board as to the history of the property and the annoyance which emanated from the property after the Drenner Concrete operation took over the property.

The Board affirms its position of granting the Kubiets Petitioner status and of continuing to allow Ms. Amos and Ms. Gigliotti to have Petitioner status in this matter.

Issue No. 2: Does the Baltimore County Code Enforcement Official have the authority to determine the existence of a nonconforming use, and, if so, does his decision have preclusive (or *res judicata*) effect on a Petition for Special Hearing?

Appellant /Respondent argues that the two decisions by the Code Enforcement Officer in Cases No. 98-2180 and Case No. 00-1503 were dispositive of this matter in that the Code Enforcement Officer found that there was a nonconforming use at the property and that the Petitioners were precluded by the Doctrine of *Res Judicata* or Collateral Estoppel from pursuing the matter further through a Petition for Special Hearing.

The Board rejects the contention that *res judicata* or collateral estoppel bars the Petition for Special Hearing in this matter. First, the hearing before the Code Enforcement Officer involved the County versus Drenner Concrete. The parties were not the same as those parties before the Board in the current Petition.

Second, §§ 500.6 and 500.7 of the *Baltimore County Zoning Regulations* (BCZR) give the Zoning Commissioner the power to conduct hearings involving any violation or alleged violation or noncompliance with any zoning regulations or the proper interpretation thereof. Section 500.7 states:

The said 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 as hereinafter provided. The power given hereunder shall include the right of any interested person to petition the zoning commissioner for a public hearing after advertisement and notice to determine the existence of any purported nonconforming use on any premises or determine any rights whatsoever of such person in any property in Baltimore County insofar as they are affected by these regulations.

While the Appellant /Respondent contends that the Code Enforcement Officer had the right to determine the nonconforming use on the property, it is the position of this Board that that authority lies only with the Zoning Commissioner in accordance with § 500.7 of the BCZR.

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(Drenner); Linda Amos & Susanne Gigliotti - Petitioners**

However, even if the Code Enforcement Officer had the authority to determine the nonconforming use, he did not have all the facts before him or did not consider all the facts with respect to a nonconforming use as set forth below.

Issue No. 3: Was there ever any nonconforming use on the property, and, if so, has it been terminated by change or discontinuance under § BCZR 104?

Nonconforming uses are defined in BCZR § 101 as follows:

A legal use that does not conform to a use regulation for the zone in which it is located or to a special regulation applicable to such a use. A specifically named use described by the adjective "nonconforming" is a nonconforming use.

BCZR § 104 governs these uses and states in pertinent part:

A nonconforming use (as defined in § 101) may continue except as otherwise specifically provided in these regulations provided that upon any change from such nonconforming use to any other use whatsoever, or any abandonment or discontinuance of such nonconforming use for a period of one year or more, the right to continue or resume such nonconforming use shall terminate.

In this Board's opinion, the language is clear that, regardless of the intent of the parties, if the use is abandoned or discontinued for a period of one year or more, the nonconforming use is lost. [See *Canada Tavern, Inc., v. Town of Glen Echo*, 260 Md. 206, 271 A.2d 664 (1970).]

Even if Baltimore City were exempt from the zoning laws of Baltimore County, which this Board does not believe is the case, the evidence is clear that the property was abandoned on several occasions for a period in excess of one year. Thus, according to the testimony of Mr. Kubiet, Nicodemus Company left the property in 1991 and the property sat empty until 1993 when it was leased to Drenner Concrete. The property then sat empty once more when Drenner left the property, and it was over one year until it was purchased by the current owner, Gateway Partners, LLC, and Wayne Odochowski, the principal owner.

In addition, the Board considers that the City of Baltimore was not exempt from the *Baltimore County Zoning Regulations*. The Board is persuaded by the argument set forth by People's Counsel in its brief in which it cites the case of the *City of Annapolis v. Anne Arundel County*, 271 Md. 265 (1974). In that case, the Court held that the County was subject to the Annapolis Historic District zoning ordinance.

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The case turned on the interpretation of the "historic area zoning" ordinance passed by the General Assembly, which enabled counties and municipal corporations to establish historic districts and structural controls. Judge Barnes stated at 271 Md. 289:

This court has held, however, that a county can be subject to the reasonable police regulations of an incorporated municipality.

We have been given no legal citations which would lead us to a contrary opinion. In *American Health Organization v. Montgomery Co.*, cited by the Appellants, the Court stated that a State is not governed by its own enactments. This case refers to the State of Maryland and its instrumentalities and does not refer to all levels of government. However, even if Baltimore City were exempt from the *Baltimore County Zoning Regulations* as a municipality, it lost that exemption when it leased the property to Nicodemus Construction Company in the early 1990s. Even though it might have been City property, the use by Nicodemus was not City business but was a private construction company operating on the property. Even that changed the operation of the property from the storage of a utility truck by the City to the operation of a construction company on the site. This alone would appear to cause the loss of the nonconforming use.

In any event, the Hearing Officer did not cite any of these conditions in either of the two hearing decisions cited by the Appellants in this matter. Therefore, the Board considers that this was a mistake in interpretation of the law. As cited by the Court of Special Appeals in *Board of County Commissioners of Cecil County v. Racine*, 24 Md.App. 435, 332 A.2d 306 (1975), "Mistaken interpretations of law, however honestly arrived at, are held not to be within the exercise of sound administrative discretion and the legislative prerogative, but to be arbitrary and illegal. Perpetration of illegality by an administrative but inflexible application of the principle of res judicata is impermissible." Thus, the Board does not consider that the Code Enforcement Officer's finding of a nonconforming use was a valid exercise of the Doctrine of *Res Judicata* or Collateral Estoppel.

Issue No. 4: Does the Doctrine of Laches prohibit the Petitioners from pursuing their Petition for Special Hearing?

Since the issue of laches was never raised either with the Zoning Commissioner below or with

Case No. 03-456-SPH / 111 Mellor Avenue Property
(Drenner); Linda Amos & Susanne Gigliotti - Petitioners

the Board during the hearing in this matter, but was first raised by the Appellant in its brief, the Board declines to rule on the issue of latches in this matter.

ORDER

THEREFORE, IT IS THIS 26th day of April, 2005 by the County Board of Appeals of Baltimore County

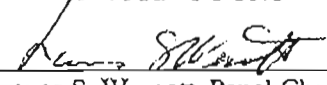
ORDERED:

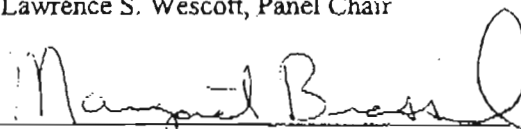
1. That Linda Amos, Susan Gigliotti, and Lewis and Cindy Kubiak are eligible to maintain their status as Petitioners in the instant matter;
2. The subject property does not enjoy a valid, nonconforming use status as a contractor's equipment storage yard;
3. That Baltimore City's use of the property did not constitute an activity which made the property exempt from the *Baltimore County Zoning Regulations* (BCZR) while so utilized;
4. That even assuming that Baltimore City was exempt from the *Baltimore County Zoning Regulations*, the subsequent lease of the property is a proprietary function for remuneration, which made the property subject to the BCZR beginning with the lease term; and
5. That the Zoning Commissioner /Deputy Zoning Commissioner has the exclusive authority, pursuant to the Baltimore County Charter, to interpret the zoning regulations and decide whether the property is entitled to an Order finding a nonconforming use; and it is further

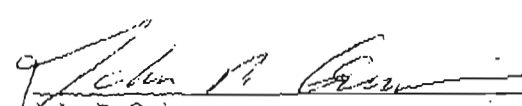
ORDERED that the Petition for Special Hearing filed by Petitioners /Protestants in Case No. 03-456-SPH be and the same is hereby **GRANTED**.

Any petition for judicial review from this decision must be made in accordance with Rule 7-201 through Rule 7-210 of the *Maryland Rules*.

COUNTY BOARD OF APPEALS OF BALTIMORE COUNTY


Lawrence S. Wescott, Panel Chair


Margaret Brassil, Ph.D.


John P. Quinn

DATE 1-3-08

New Address

CASE NAME _____
CASE NUMBER 08-199-SPH
DATE 1-3-08

[illegible]

Chapman
set
CASE NO. 08-199-SPH

PROTESTANT'S EXHIBITS

- ✓ 1. LETTER DATED 12/3/07 TO ZONING COMMISSIONER FROM THE HILLCREST RESERVE HOMEOWNERS ASSOC.
- ✓ 2. LETTER DATED 7/23/08 AGE, RE: GAS & ELECTRIC METERS. JOSE H. PINENA, III.
- ✓ 3. RULE & PAPERS FOR NICOLE MALOY
- ✓ 4. AERIAL PHOTO OF NEIGHBORHOOD. 4/14/08.

12/31/2007

1st Council District
Zoning Review Office
Baltimore County Office Building
111 West Chesapeake Avenue Room 106
Towson, MD 21204

Dear Zoning Commissioner,

Regarding the special hearing on 01/03/2008 to approve the subject dwelling as a legal non-conforming two-apartment dwelling. CASE NUMBER: 8-199-SPH.

We, the following residents of Catonsville and members of the Hillcrest Reserve Homeowners Association, have been made aware of the fact that 301 Reserve Court (formerly known as 540 S Rolling Road) Legal owner: Tim Luecking, is currently being used as apartments and are opposed to its continued use as such in violation of the current zoning (DR-2).

We do not want the zoning changed or any special exceptions granted regarding 301 Reserve Court Property. (formerly 540 South Rolling Road)

We invested in Baltimore County in the Catonsville community and in our new homes with the understanding that our neighborhood was zoned for single family homes. We request that the Board enforce the current zoning and require 301 Reserve Court be used as a single family residence.

Sincerely,

Name:

Michelle Reid

Andy Reid

Address:

317 Reserve Ct
Catonsville MD
21228

Call / Ref

CBA

Pro. EXH

No. 1

Dear Zoning Commissioner;

Re: Hearing on Thurs. Sept 6, 2007 at 9am
111 Westchester
Towson, MD 21204

We, the following residents of Reserve Court and members of the Hillcrest Reserve Homeowners Association, have been made aware of the fact that 301 Reserve Court (formerly known as 540 S Rolling Road) is currently being used as apartments and are opposed to its continued use as such in violation of the current zoning (DR-2).

We invested in the Catonsville community and in our new homes with the understanding that our neighborhood was zoned for single family homes.

We request that the Board enforce the current zoning and require the house be used as a single family residence.

Sincerely,

Don / Vicki [Signature] - Nicole + DAVID 309 Reserve Court. 410-788-2384

[Signature] 307 RESERVE CT 410-455-5303

[Signature] 318 RESERVE CT 410-719-8967

[Signature] 137 Newburg Ave 410-788-854

Marta Rudy [Signature] 314 Reserve Ct. 410-747-1260

Lisa [Signature] 316 Reserve Ct. 410-747-3154

[Signature] 317 Reserve Ct 4436 410-2764

Jasmine [Signature] 556 S. Rolling Road. 410-788-0034

[Signature] Pam Bageant 552 S. Rolling Rd 410-961-1454

Mary L. [Signature] 554 S. Rolling Rd 410-747-5239



Liaison and Investigations

P.O. Box 1475
Baltimore, Maryland 21203-1475

July 23, 2008

Michael P. Tanczyn
606 Baltimore Av., Suite 106
Towson, Maryland 21204

RE: 540 S Rolling Rd / 301 Reserve Ct, 21228

Dear Mr. Tanczyn:

Please be advised that Baltimore Gas And Electric Company records reflect back to October 2000 that there has only been one gas and one electric meter for the premise of 540 S. Rolling Rd. and 301 Reserve Ct., Baltimore, Maryland 21228.

Please contact me if you have any further questions regarding this matter.

Sincerely,

Custodian of the Records
Jose' H. Pineda, III
Baltimore Gas and Electric Company
2 Center Plaza
110 W. Fayette St.
Suite 500
Baltimore, Maryland 21201
Jose.Pineda@BGE.com
(410) 209-1527
(410) 470-8012 FAX



Liaison and Investigations

P.O. Box 1475

Baltimore, Maryland 21203-1475

Baltimore Gas And Electric Company

Certificate Of Authenticity

540 S Rolling Rd., 21228 and 301 Reserve Ct., 21228

I hereby certify and solemnly affirm under the penalties of perjury that the enclosed documents are duplicates of a record of regularly conducted business activity for which I as the custodian or qualified individual certify (A) was made, at or near the time of the occurrence of the matters set forth, by (of from information transmitted by) a person with knowledge of those matters, (B) is made and kept in the course of the regularly conducted business activity, and (C) was made and kept by the regularly conducted business activity as a regular practice.

July 23, 2008

Date

Jose H. Pineda III

Custodian of the Records

Mr. Jose' H. Pineda, III

Baltimore Gas and Electric Company

2 Center Plaza

110 W. Fayette St.

Suite 500

Baltimore, Maryland 21201

Jose.Pineda@BGE.com

(410) 209-1527

(410) 470-8012 FAX

HILLCREST RESERVE HOMEOWNERS ASSOCIATION, INC.

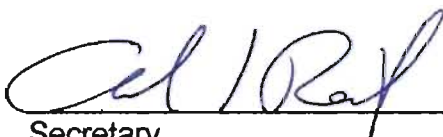
RESOLVED: That at the First Annual meeting of the Hillcrest Reserve Homeowners Association INC held on May 28, 2008 it was decided by the Association that responsibility for review and action on all zoning matters for the period OF ONE YEAR be placed in the (Board of Directors) (Zoning Committee) consisting of the following members, each of whom is hereby authorized to testify on behalf of the Association before the County Board of Appeals or other duly constituted zoning agency, body, or commission:

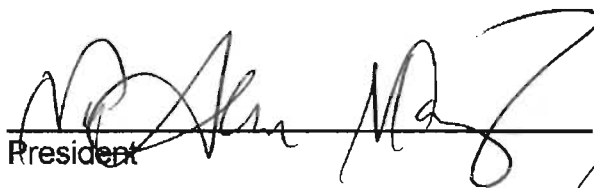
President:	Nicole Maloy 309 Reserve Court	3 Year Term
Vice President:	Pam Bageant 552 S. Rolling Road	1 Year Term
Secretary:	Andrew Reid 317 Reserve Court	2 Year Term
Treasurer:	Stephen Shutz 325 Reserve Court	2 Year Term
At Large:	Ramon DeGuzman 306 Reserve Court	1 Year Term

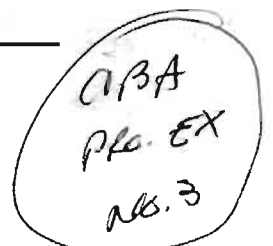
AS WITNESS OUR HANDS AND SEAL THIS 28th day of May, 2008

ATTEST:

Hillcrest Reserve Homeowners Association, INC


Secretary


President



AFFIDAVIT

**STATE OF MARYLAND
BALTIMORE COUNTY, SS:**

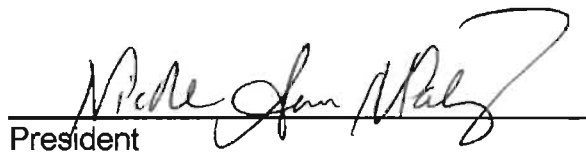
TO WIT:

I hereby swear upon penalty of perjury that I am currently a duly elected member of
the (Board of Directors) (Zoning Committee) of the
Hillcrest Reserve Homeowners Association, INC

ATTEST:

Hillcrest Reserve Homeowners Association INC


Secretary


President

DATE: May 28, 2008

Hillcrest Reserve Homeowners **ASSOCIATION, Inc.**

RESOLVED: That the position of the Hillcrest Reserve
Homeowners Association as adopted by the (Board of Directors)
(Zoning Committee) on the zoning matter known as: 301 Reserve Court Catonsville
Md Baltimore County Zoning Case 08-199 SPH

is that: The Association opposes the Petition to confirm and approve
a more - confirming two - apartment use of the above property.

AS WITNESS OUR HANDS AND SEAL THIS 28th day of
May, 2008.

ATTEST:

Hillcrest Reserve Homeowners
Association, Inc.

Cynthia T. Hobdell
Secretary

Nia Am [Signature]
President

✓ Verified
rev

CASE NO. 08-199-SPH

PEOPLES' COUNSEL EXHIBITS

- ✓ 1. CODE ENFORCEMENT HEARING OFFICER'S ORDER DATED 9/11/07
- ✓ 2. MID^{DEPT} OF ASSESSMENTS + TAXATION SEARCH SHEET.
- ✓ 3. MAP OF AREA.
- ✓ 4. BCC 1980 REZONING.
- ✓ 5. ZONING MAP.

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

In the Matter of

Civil Citation No. 07-8897

Tim Luecking
5454 Autumn Field Court
Ellicott City, MD 21043

301 Reserve Court

Respondent

FINDINGS OF FACT AND CONCLUSION OF LAW
FINAL ORDER OF THE CODE ENFORCEMENT HEARING OFFICER

This matter came before the Code Enforcement Hearing Officer for the Department of Permits and Development Management on September 6, 2007, for a hearing on a citation for violations under the Baltimore County Zoning Regulations (BCZR) § 402; creation of additional dwelling units without meeting dimensional requirements on residential property zoned DR 2 known as 301 Reserve Court, 21228.

On August 14, 2007, pursuant to §3-6-205, Baltimore County Code, Code Enforcement Officer, issued a code enforcement citation. The citation was legally served on the Respondents.

The citation proposed a civil penalty of \$5,000.00 (five thousand dollars). A code enforcement hearing date was scheduled for September 6, 2007.

Mr. Leucking, Respondent appeared for the Hearing and testified.

Ray Harmon, Code Enforcement Officer presented the case for Baltimore County.

QBA
PC EX.
No. 1

M. ...

Subject property was formally known as 540 South Rolling Road. A conditional use permit was granted for 2 apartments in 1999 based on an affidavit by Robert J. McDaniels. The affidavit declared the property had 2 apartments every year since 1950. The property has 2 electric meters. An attempt to add a 3rd apartment has caused the community to challenge the accuracy of the conditional use permit. This case should be before the Zoning Commissioner to determine if a non-conforming use is appropriate, or if the dwelling should revert to a single family dwelling use. Mr. Leucking has obtained the necessary papers to file for the Special Hearing before the Zoning Commissioner.

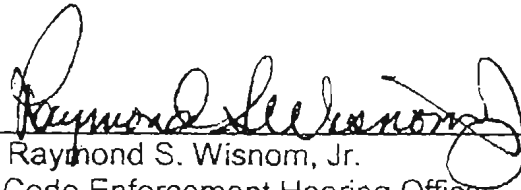
Given the fact that a Conditional Use Permit has been issued, it seems fair to allow the property owner time to address the issue. Mr. Leucking must file the required petition for Special Hearing on or before November 1, 2007. Failure to file for the Special Hearing will subject the Respondent to a Show Cause Hearing to explain why the \$5,000.00 civil penalty should not be assessed. The Conditional Use Permit has been challenged therefore it is vacated, null and void. That said, the Respondent is in violation of having multiple units on residential property zoned for single-family use based upon size of lot.

IT IS ORDERED by the Code Enforcement Hearing Officer this 11th day of September 2007, that a civil penalty is imposed in the amount of \$5,00.00 (five thousand dollars).

IT IS FURTHER ORDERED that the civil penalty in the amount of \$1,000.00 (one thousand dollars) shall be suspended on condition a Public Hearing is requested and filed on or before November 1, 2007.

If the Respondent fails to correct the violations, then the civil penalties imposed shall be \$5,000.00 (five thousand dollars).

IT IS FURTHER ORDERED that the citation served on K Hovanian Homes of Maryland, Inc. is hereby dismissed.

Signed: 

Raymond S. Wisnom, Jr.
Code Enforcement Hearing Officer

The violator is advised that pursuant to §3-6-301(a), Baltimore County Code, an appeal to the Baltimore County Board of Appeals may be taken within fifteen (15) days after the date of a final Order. §3-6-302(a)(b)(c)(d) requires the filing of a petition setting forth the grounds for appeal and a filing fee of \$150. The appellant is urged to read the requirements for the appeal petition. Security in the amount of the civil penalty must be posted with the Director.

RSW/jaf



Maryland Department of Assessments and Taxation
BALTIMORE COUNTY
Real Property Data Search (2007 vw1.1)

Go Back
View Map
New Search

Account Identifier: District - 01 Account Number - 2400011534

Owner Information

Owner Name: LUECKING TIMOTHY T Use: RESIDENTIAL
Mailing Address: 301 RESERVE CT Principal Residence: NO
BALTIMORE MD 21228-5944 Deed Reference: 1)
2)

Location & Structure Information

Premises Address Legal Description
301 RESERVE CT .458AC
BALTIMORE 21228-5944 301 RESERVE CT SS
HILLCREST RESERVE

Map	Grid	Parcel	Sub District	Subdivision	Section	Block	Lot	Assessment Area	Plat No:
101	14	496					1	1	Plat Ref: 77/ 180

Special Tax Areas Town
Ad Valorem
Tax Class

Primary Structure Built	Enclosed Area	Property Land Area	County Use
1941	2,154 SF	19,952.00 SF	04

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

Value Information

	Base Value	Value	Phase-in Assessments	
		As Of	As Of	As Of
		01/01/2007	07/01/2007	07/01/2008
Land	88,730	214,980		
Improvements:	172,150	202,270		
Total:	260,880	417,250	313,003	365,126
Preferential Land:	0	0	0	0

Transfer Information

Seller:	Date:	Price:
Type:	Deed1:	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:

Exemption Information

Partial Exempt Assessments	Class	07/01/2007	07/01/2008
County	000	0	0
State	000	0	0
Municipal	000	0	0

Tax Exempt: NO
Exempt Class:

Special Tax Recapture:
* NONE *

CBA
PC EX.
#2



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

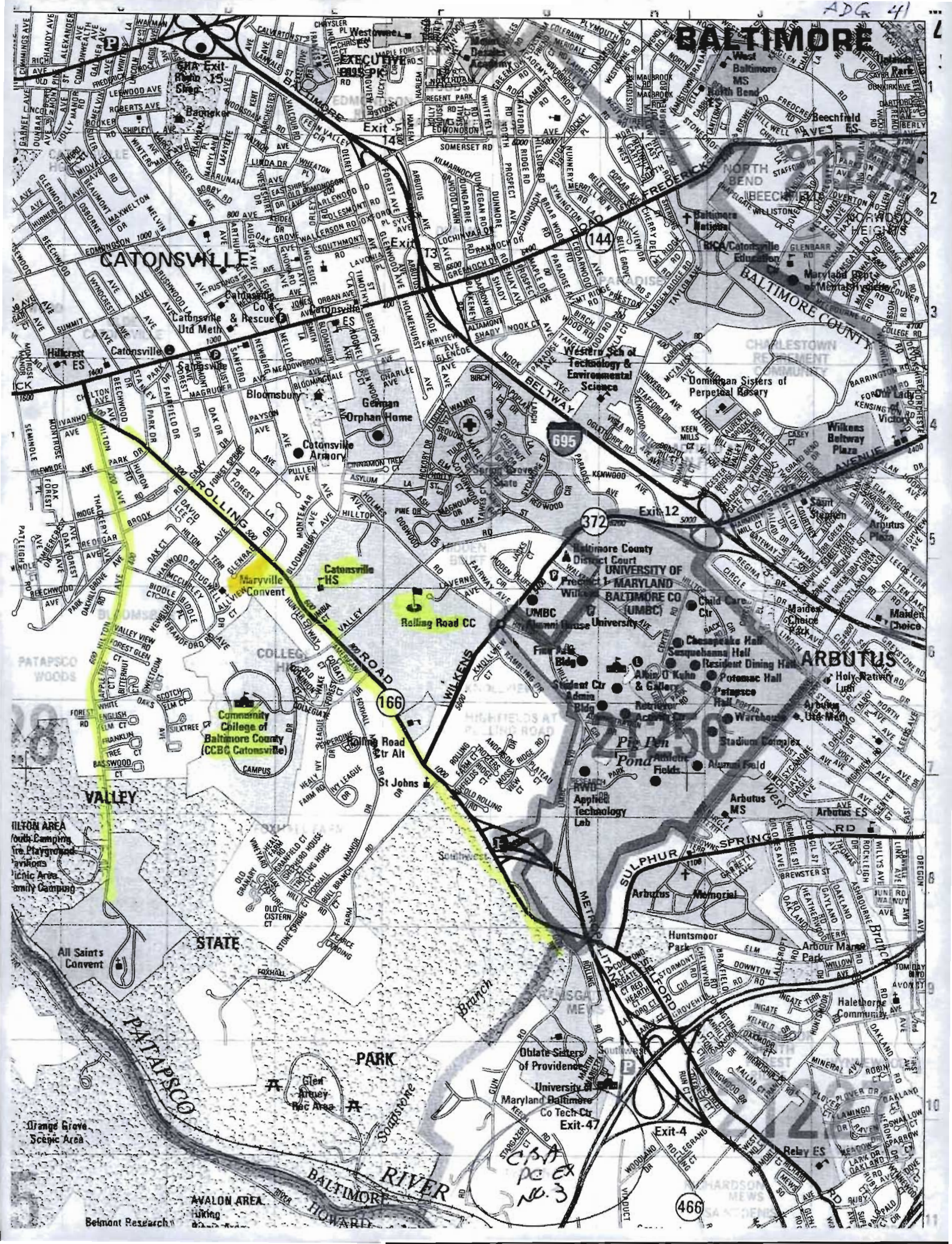
[Go Back](#)
[View Map](#)
[New](#)
[Search](#)

A map was not found for this property

Property maps provided courtesy of the Maryland Department of Planning ©2004.
For more information on electronic mapping applications, visit the Maryland Department of
Planning web site at www.mdp.state.md.us/tax_mos.htm



BALTIMORE



*People's Council
for Baltimore County*



Final Adoptions

**BALTIMORE
COUNTY
COUNCIL**

1980



REZONING

*CBA
PC EX
No. 4*



County Council of Baltimore County
Court House, Towson, Maryland 21204
(301) 494-3196

COUNCIL

August 14, 1980

Ronald B. Hickernell
FIRST DISTRICT

Gary Huddles
SECOND DISTRICT

James T. Smith, Jr.
THIRD DISTRICT

Barbara F. Bachur
FOURTH DISTRICT

Norman W. Lauenstein
FIFTH DISTRICT, CHAIRMAN

Eugene W. Gallagher
SIXTH DISTRICT

John W. O'Rourke
SEVENTH DISTRICT

Thomas Toporovich
SECRETARY

TO: Baltimore County Citizens and Taxpayers

The County Council is in the process of adopting the 1980 Comprehensive Zoning Maps for Baltimore County. This process will not occur again until 1984 and every fourth year thereafter.

In order to make the process a cooperative effort between the citizens and property owners of the county and their elected officials, this complex undertaking has been planned in the broadest possible manner. With the goal of informing every interested individual, a massive program of advertising, publicity and accessibility of information has been directed by the Council.

The ultimate desire of the County Council is to provide for the orderly growth and welfare of all of its citizens through proper zoning. We earnestly solicit the assistance and cooperation of everyone in playing a role in Baltimore County's future.

For your information and guidance, we have prepared a brochure to assist you in giving the County Council the benefit of your advice on the pending zoning issues contained therein. Any questions on the procedures should be directed to Elizabeth Lears at the Council Office, 494-3196.

Norman W. Lauenstein
Chairman

Bill 184-80



HON. RONALD B. HICKERNELL
District Office 788-9262

FIRST COUNCILMANIC DISTRICT



BALTIMORE COUNTY COUNCIL
SUMMARY OF ISSUES

ITEM NO.	SPONSOR, OWNER, PETITIONER, ORGANIZATION OR PLACENAME	LOCATION AND (APPROXIMATE ACRES)	ZONING				COMMENTS
			EXISTING	REQUEST	PLANNING BOARD RECOMMENDATIONS	POSSIBLE FINAL ZONING	
1-71 R	William S. Hill	Betw. Rich Ave. & N/S Rt. 40 0.5 ac.	DR16	BL	RO	DR16 RO, BL	C.C. Hearing - 1 speaker opposed BL C.C. Letters - 1 opposed BL
1-72 R	James W. Mohler	Betw. Rich Ave. & N/S Rt. 40 0.2 ac.	DR16	BL	RO	DR16 RO, BL	C.C. Hearing - 1 speaker opposed BL
1-73	Thomas H. McCarty by Thomas B. McCarty, atty (P.B. & C.C.) Compac (C.C.)	N/S Frederick Rd. E. of Seminole Ave. 0.9 ac. "	DR 5.5 "	RO/ DR 16	DR 3.5	DR3.5 DR5.5 DR16	C.C. Letters - 3 opposed RO/DR 16
1-75 R	Baltimore County Plan.Bd. Compac (C.C.)	Land between S/W Side of Rolling Rd. & Hilton Av. Land around Catonsville Community College 438.7 ac. "	DR 3.5 DR 5.5 "	DR 2 "	DR 2	DR2, DR1 DR3.5 DR5.5	C.C. Hearing - 1 speaker opposed DR 2 *Retired at DR2 Final vote.
1-76	Balto.Cty.Planning Bd. Compac (C.C.)	Land between W/S of Hilton Ave. & S/S of Frederick Rd. & N/S Tredegar Ave. & E/S & W/S of Maple Ave. 188.8 ac. "	DR 3.5 DR 5.5 "	DR 2 DR 2	DR 2	DR2 DR3.5 DR5.5	
1-77 R	Balto.County Planning Bd. Compac (C.C.)	Land between S/S Edmondson Ave. S/E/S Old Frederick Rd. & N/S Frederick Rd. 229.9 ac. "	DR 3.5 DR 5.5 "	DR 2 DR 5.5 DR 2 DR 5.5	DR 2 228.7 ac. DR 5.5 1.2 ac.	DR2 DR3.5 DR5.5	C.C. Hearing - 1 speaker supports DR 2 (228.7 ac.) & DR 5.5 (1.2 ac.)
1-78 R	Balto.County Planning Bd. Compac (C.C.)	Rear S/S Brandford Rd. & N/S Dairy Ave. 2.0 ac. "	DR 3.5 "	DR 5.5 DR 5.5	DR 5.5	DR3.5 DR5.5	
1-79 R	Balto.County Planning Bd. Compac (C.C.)	N/S Newburg Ave. rear S/S Biddle Court 2.4 ac. "	DR 3.5 DR 5.5 "	DR 3.5 DR 5.5 DR 3.5 DR 5.5	DR 3.5 2.3 ac. DR 5.5 0.1 ac.	DR3.5 DR5.5	
1-80 R	Balto.County Planning Bd. Compac (C.C.)	Land between the rear of N/S Oak Court & N/S Brook Rd. 12.7 ac. "	DR 3.5 DR 5.5 "	DR 3.5 DR 5.5 DR 3.5 DR 5.5	DR 3.5 12.4 ac. DR 5.5 0.3 ac.	DR3.5 DR5.5	
1-81 R	Balto.County Planning Bd. Compac (C.C.)	Betw. S/S of Rolling Rd. rear of Hilton Terr.both sides of Newburg Ave. 5.1 ac. "	DR 3.5 "	DR 5.5 "	DR 5.5	DR3.5 DR5.5	
1-82 R	Balto.County Planning Bd. Compac (C.C.)	Betw. N/E Side of Rolling Rd. & rear of S/W side of Forest Lane 1.8 ac. "	DR 5.5 "	DR 3.5 DR 3.5	DR 3.5	DR3.5 DR5.5	

CASE NO. 05-199-SPH

PETITIONER'S EXHIBITS

- 1 A. PICTURE OF THE BACK OF THE HOUSE - APPROX 1955
- B. " " " SIDE " " " " "
- C. " " " ~~BACK~~ SIDE " " " " 1940
- D. " " " SIDE " " " " "

2. SKETCH OF THE INTERIOR OF THE PROPERTY.

3A. PICTURE OF THE BACK OF HOUSE - 1965?

- B. " " " SIDE " " " 1966 SISTER-IN-LAW.

4. PICTURES OF ~~2~~ 1ST FLOOR KITCHEN.

5. PICTURES OF 2ND FLOOR KITCHEN.

6. SERIES OF 8 PICTURES OF 2 ELECTRIC METERS.

7. SERIES OF 3 GAS METERS PICTURES.

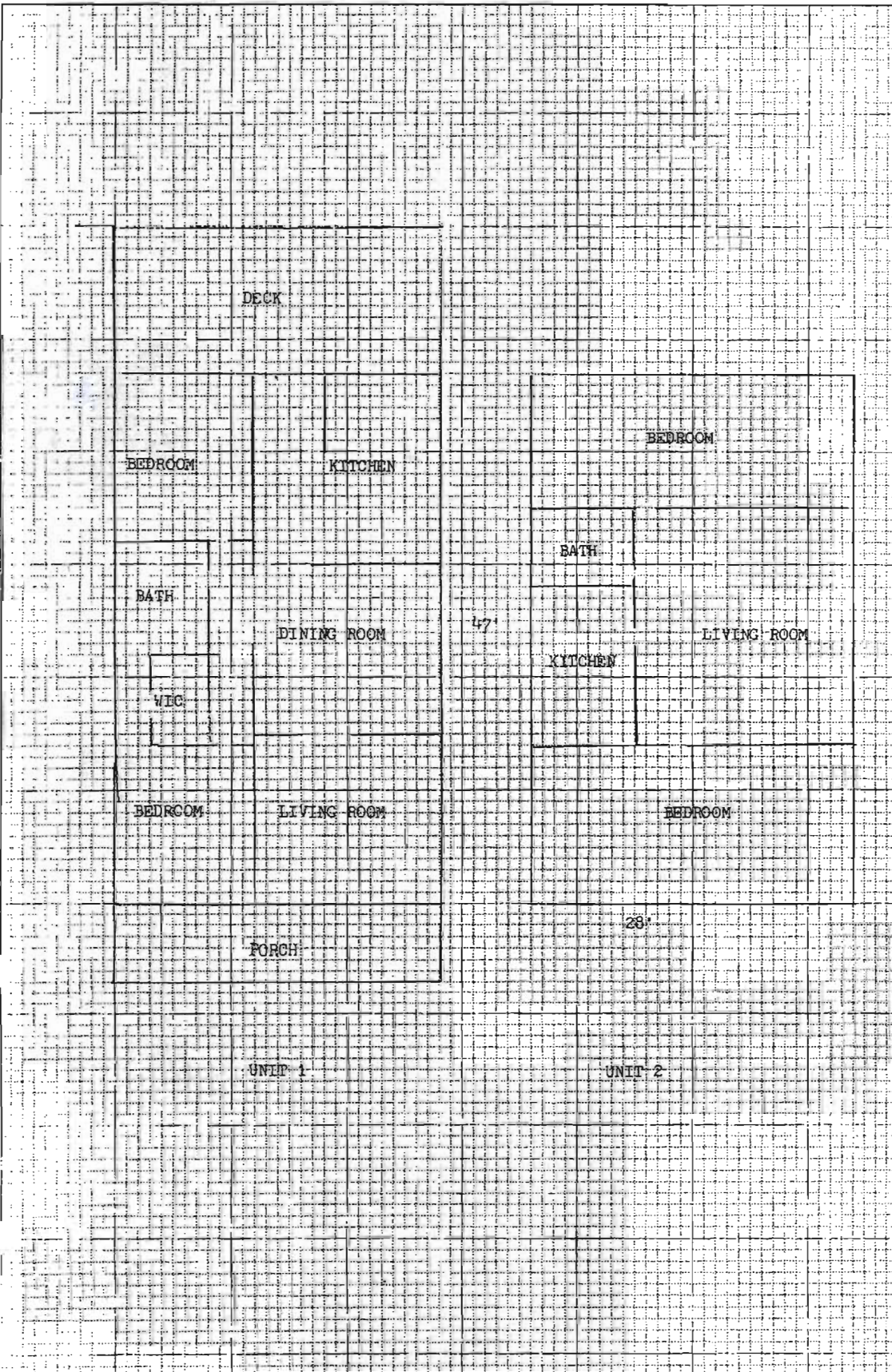
8. MEMO 4/29/08 DAVID DUVALL, ZONING REVIEWER, TO
PETER ZIMMERMAN, RE: ZONING HISTORY 301 RESERVE COURT

9. LETTER DATED 7/23/07 BGE RE: GAS & ELECTRIC METERS
VICTOR I. COOK

Post #2

BUILDING SKETCH

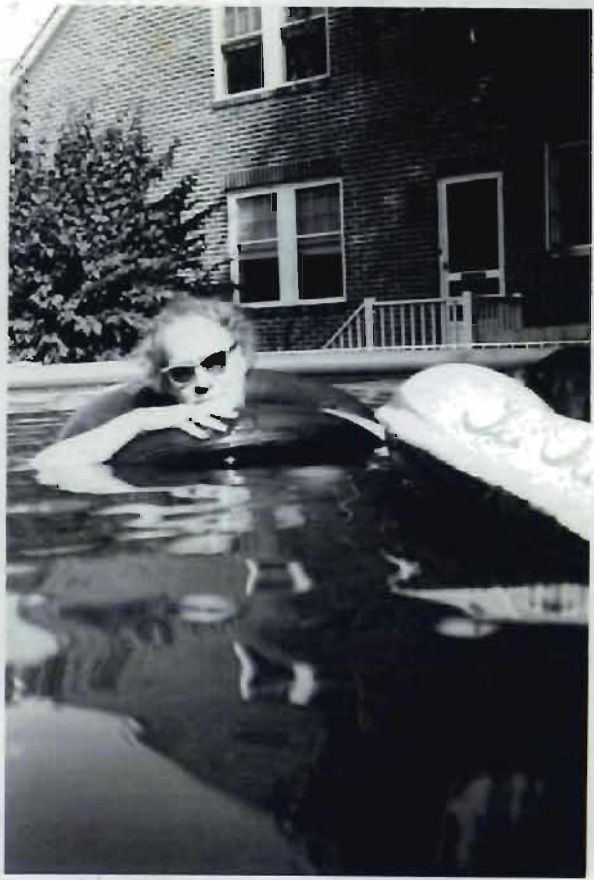
Borrower <u>McDaniel, Mark</u>		File No. <u>970119</u>	
Property Address <u>540 South Rolling Road</u>			
City <u>Baltimore</u>	County <u>Baltimore</u>	State <u>MD</u>	Zip Code <u>21228</u>
Lender <u>Charmelle McDaniel</u>			



CBA
PET. EX.
No 2

Petitioner's Exhibits

- # 1A-1-D (4 photos)
- # 3A-B (2 photos)



JUN



1 ST FLOOR KITCHEN

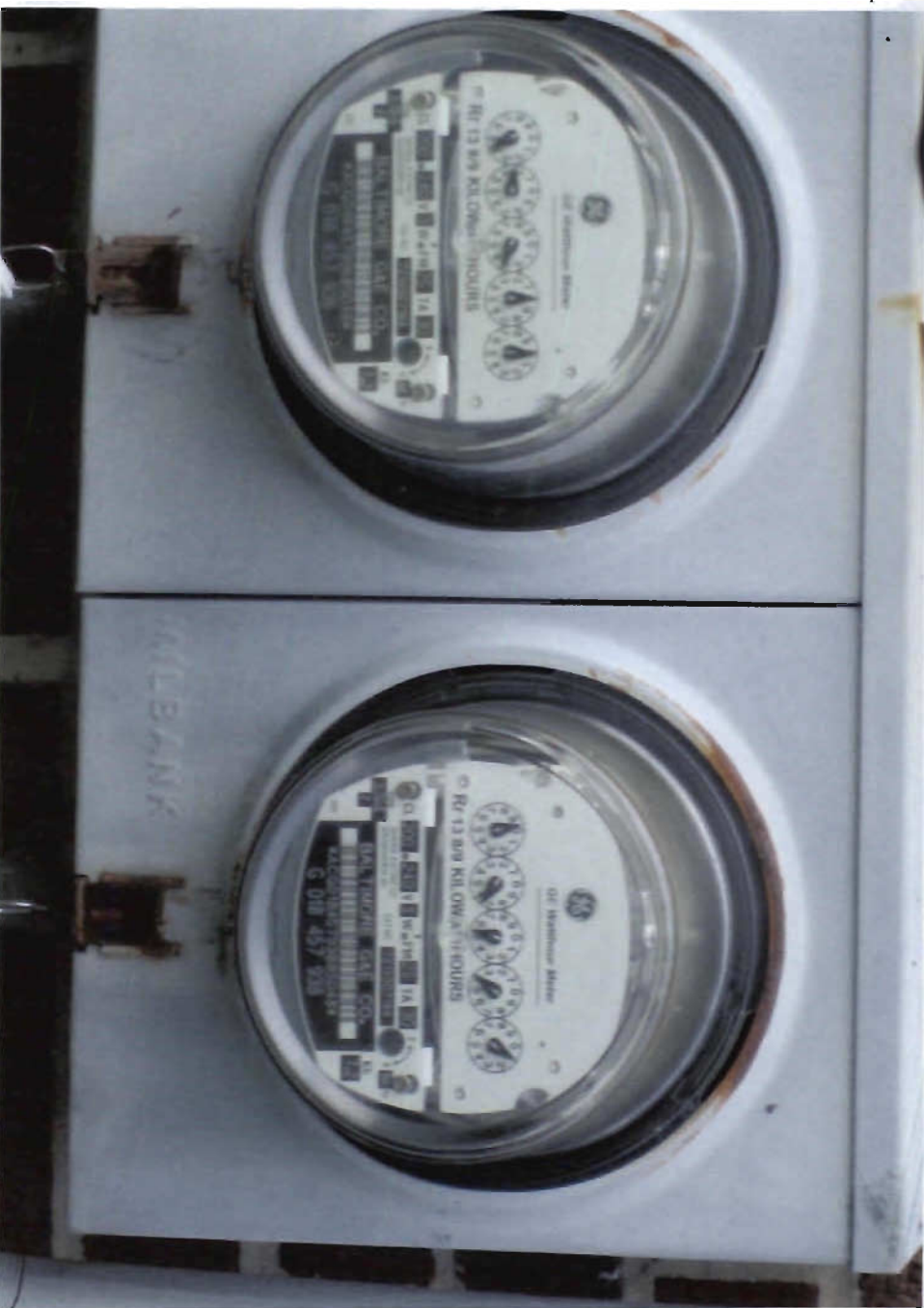


CBA
PET. EX.
NO. 4

2ND FLOOR KITCHEN



CBA
PET. EX
No. 5



2 ELECTRIC METERS

QbA
DET. EX
C

2 GAS
METERS



Q84
PETER.
No 7

Interoffice Memorandum
Baltimore County, Maryland

Date: April 29, 2008
To: Peter Max Zimmerman, People's Counsel for Baltimore County
From: David Duvall, Planner II, Zoning Review
Subject: Zoning History, 301 Reserve Court, Case No.: 08-199-SPH

In response to your query on the above address, the following has been determined.

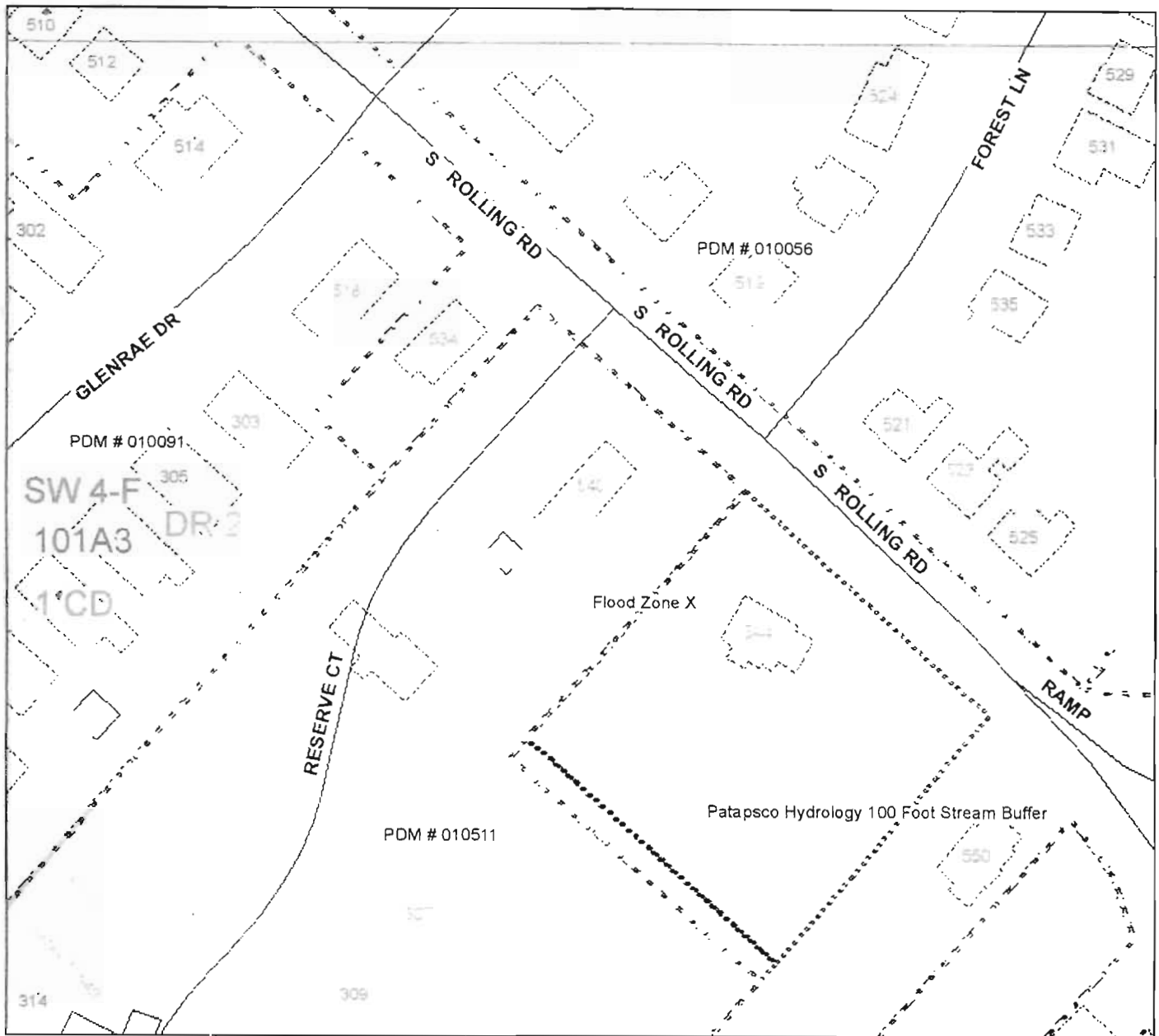
The subject property is currently zoned Residential with a density of two dwelling units permitted per acre (DR - 2) as shown on Baltimore County zoning map 101A3. A search of our earlier zoning maps show the area has gone through numerous classification changes since the County's incorporation. Starting in 1945 it was zoned "A" residential. The 1955 map shows the property as split zoned R - 6 and R - 10. The 1971 map indicates the area was zoned DR - 5.5 (density of five and a half dwellings per acre) and continued as such until 1980. At that time it changed to the present DR - 2 (see enclosed maps).

I hope this answers your question. For more information, I can be reached at 3391.

RDD:amf

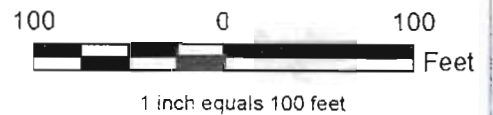
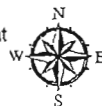
DBA
PET. EX
NO. 8

301 Reserve Court (fka 540 South Rolling Road)



Publication Date: April 17, 2008
Publication Agency: Department of Permits & Development Management
Projection/Datum: Maryland State Plane,
FIPS 1900, NAD 1983/91 HARN, US Foot

DQ Map Notes



E PARK

RIDGE

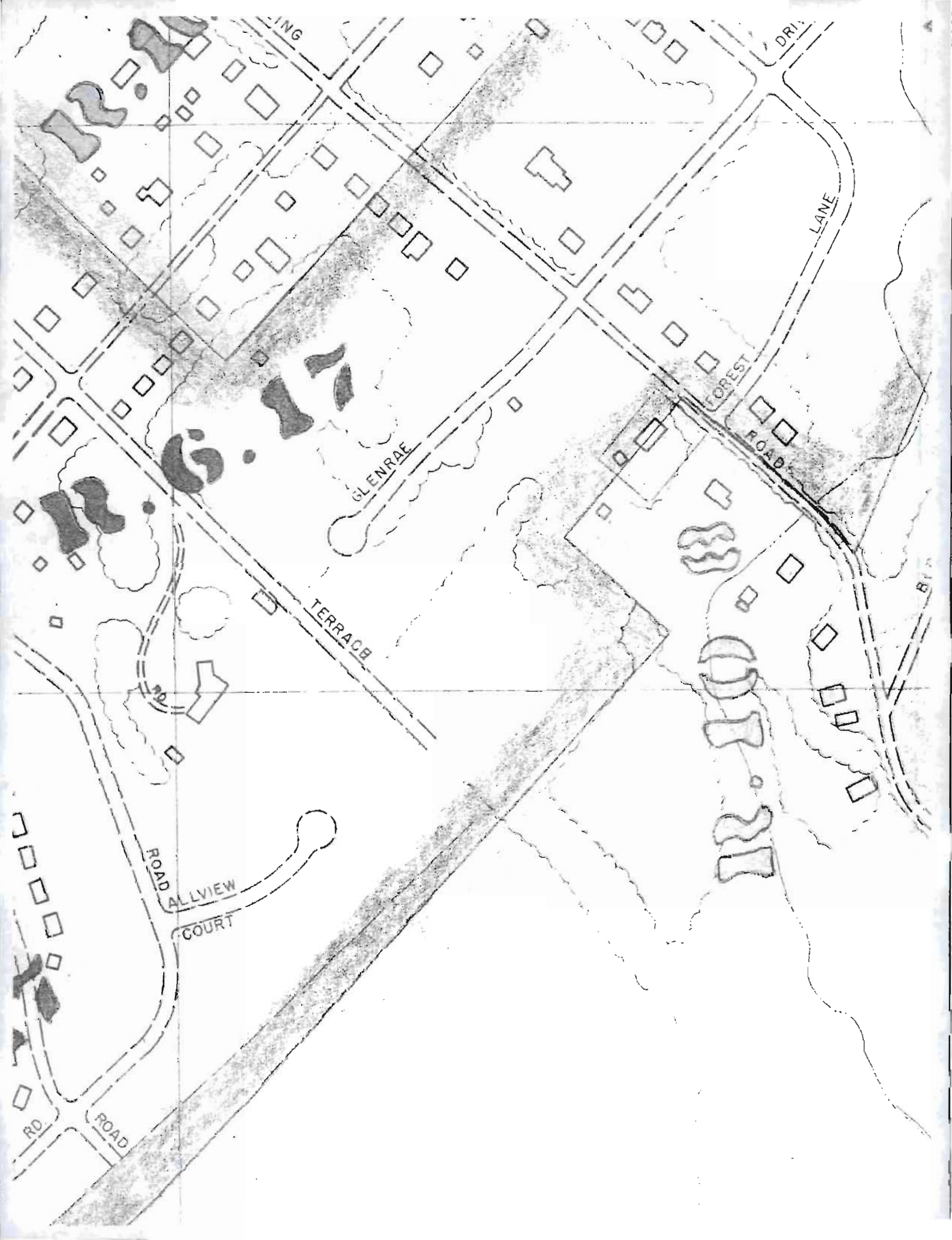
BROOK RD

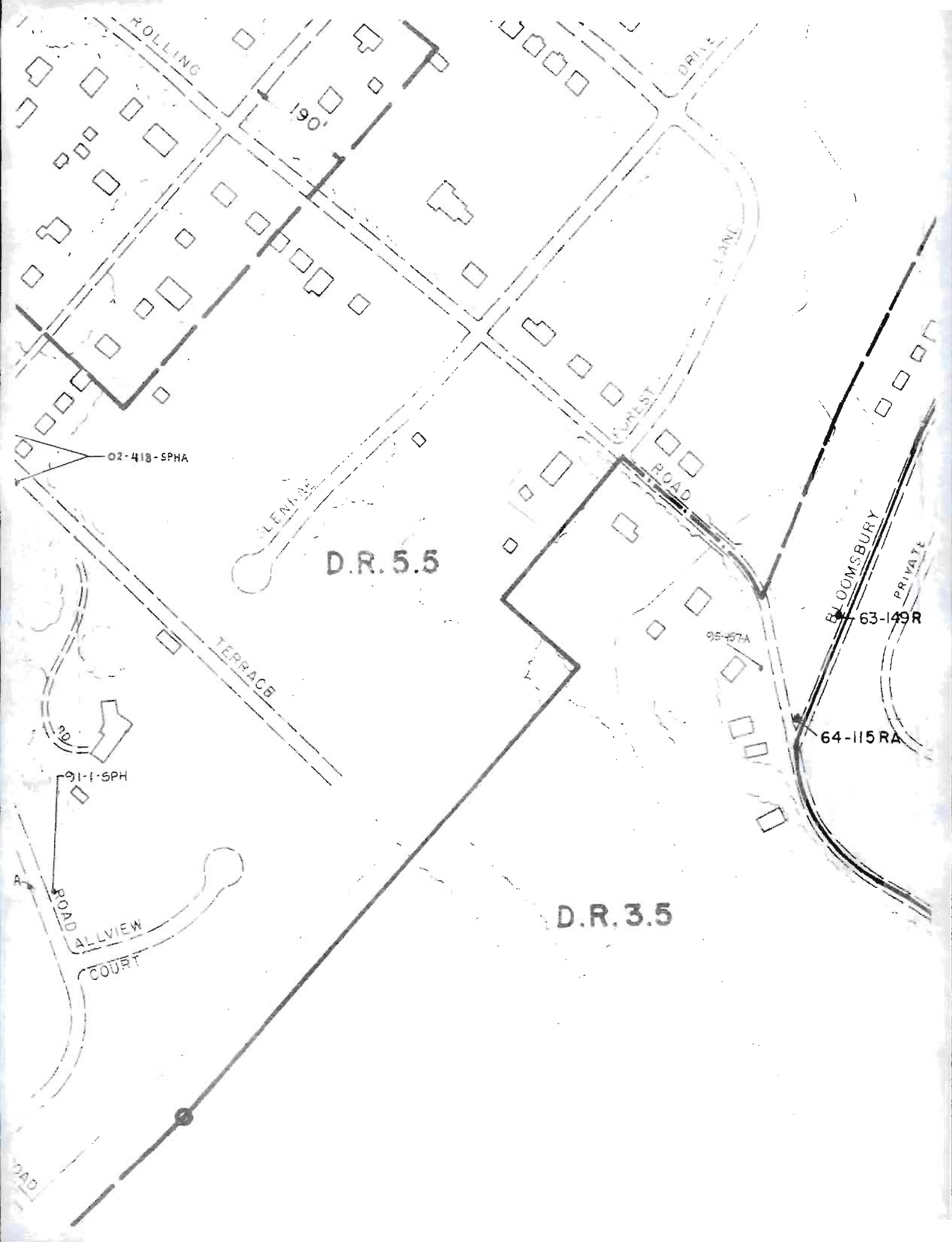
MEGURLEY AVE
BIDDLE PL
LEDDLE DR
COLLEN AVE
HILTON

AVE
HILTON AVE

AVE

40
CA





02-418-SPHA

D.R. 5.5

D.R. 3.5

91-1-SPH

95-67A

63-149R

64-115RA

ROLLING

TERRACE

DUNSTON ROAD

PRIVATE

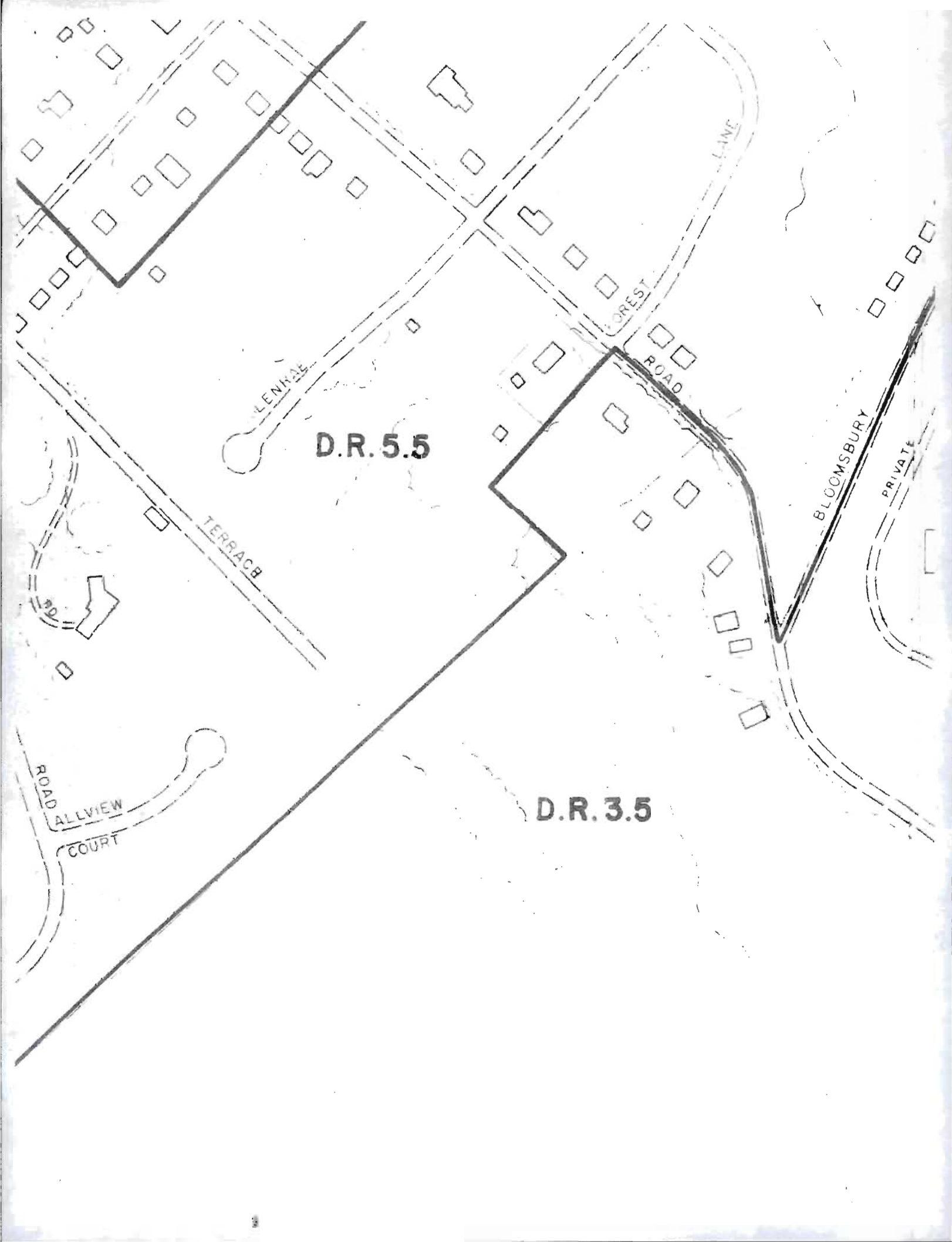
BLOOMSBURY

PRIVATE

ALLVIEW COURT

ROAD

ROAD



D.R. 5.5

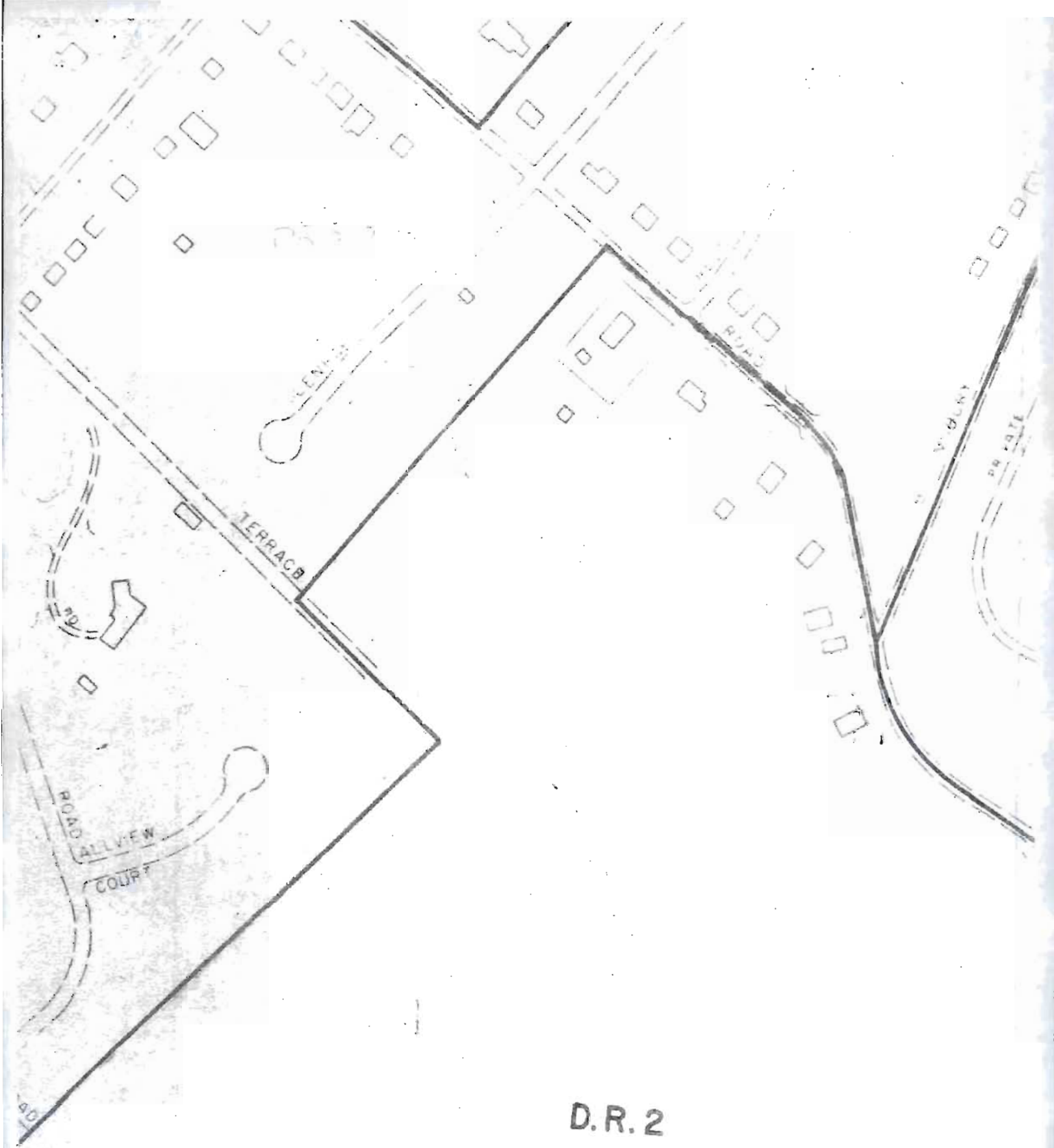
D.R. 3.5

TERRACE

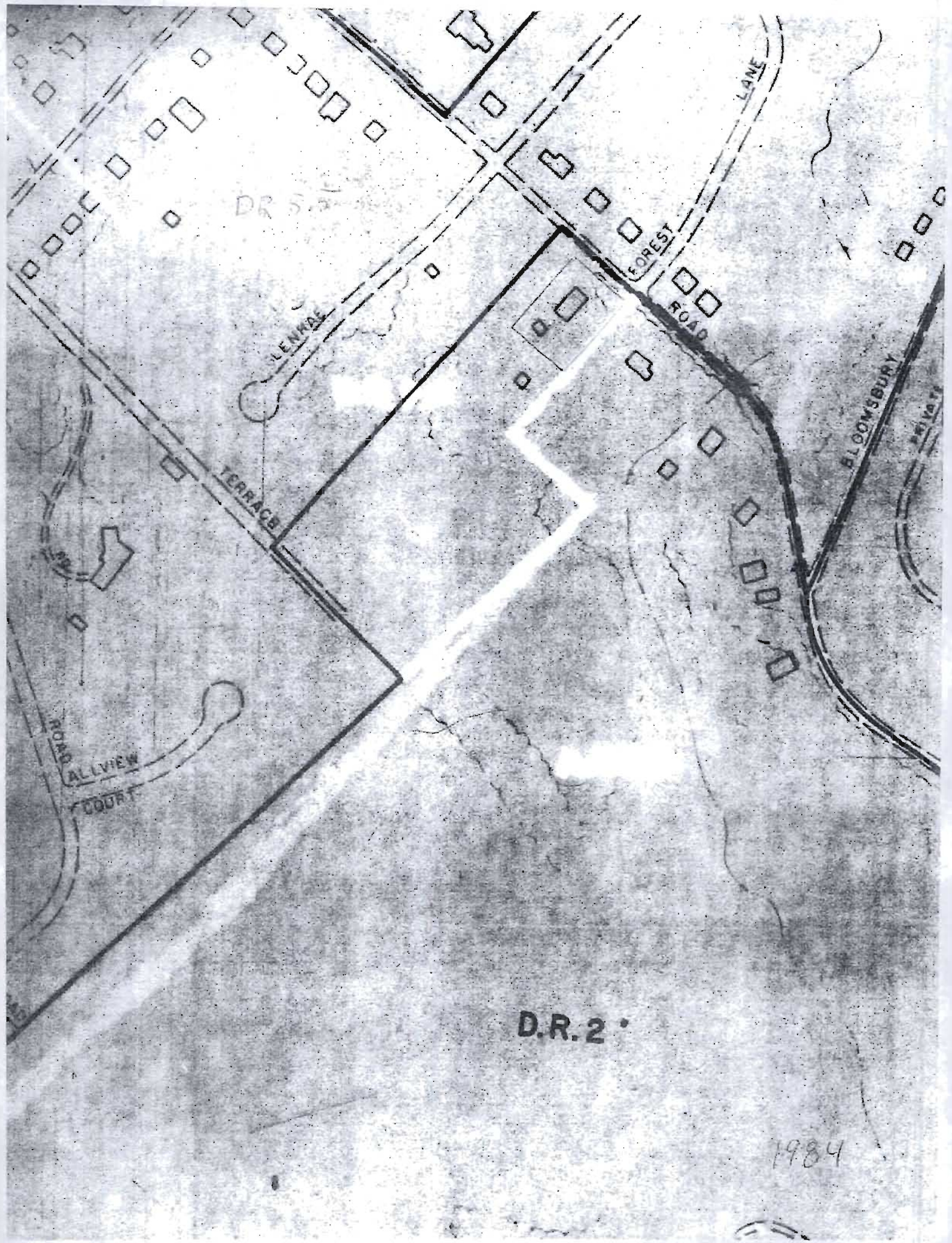
FOREST
ROAD

BLOOMSBURY
PRIVATE

ROAD
ALLVIEW
COURT



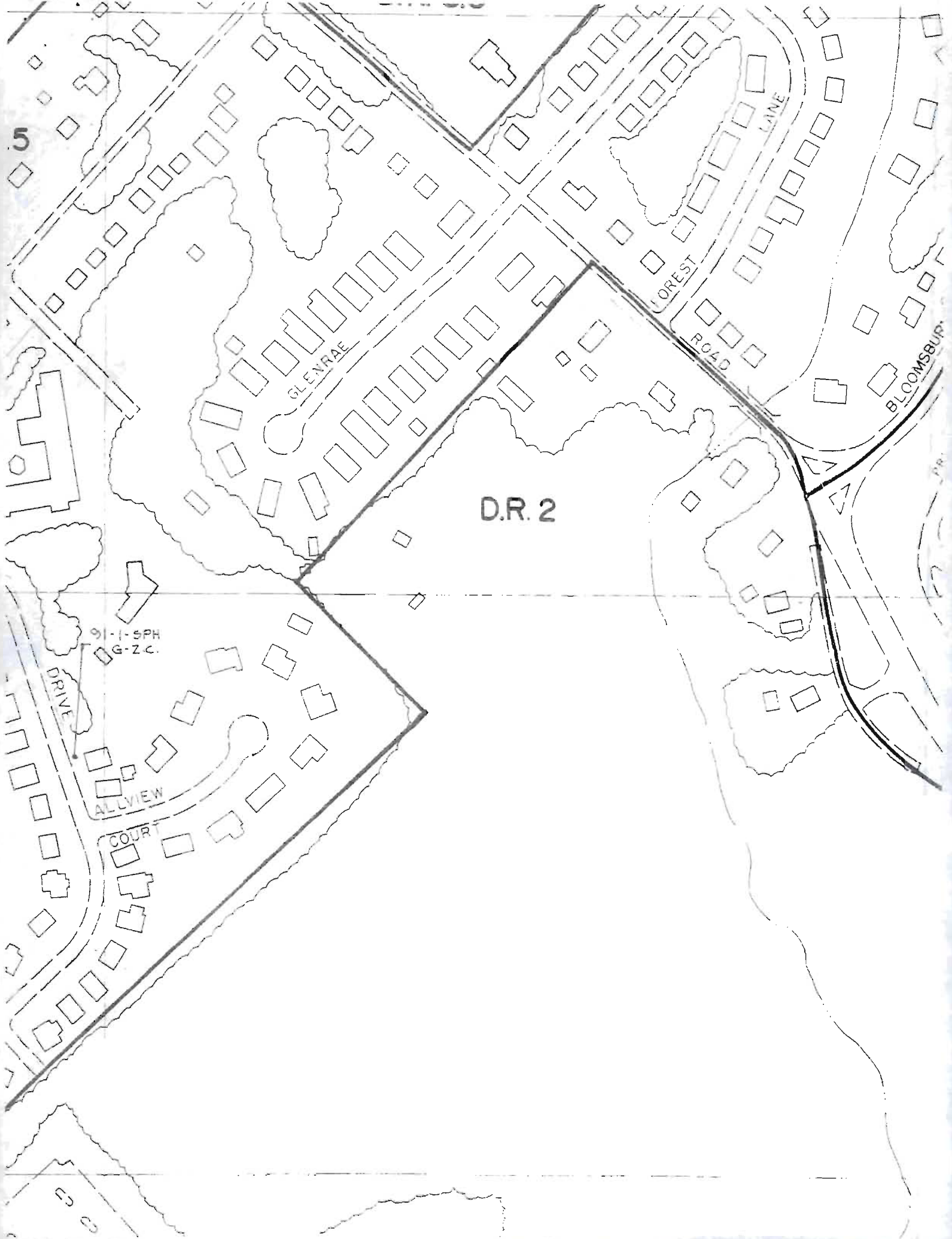
D.R. 2



D.R.2

1984

5



D.R. 2

91-1-5PH
G-2.C.

DRIVE

ALLVIEW

COURT

FOREST
ROAD

LANE

BLOOMSBURY

SS

GLENRAE

FOREST ROAD

LANE

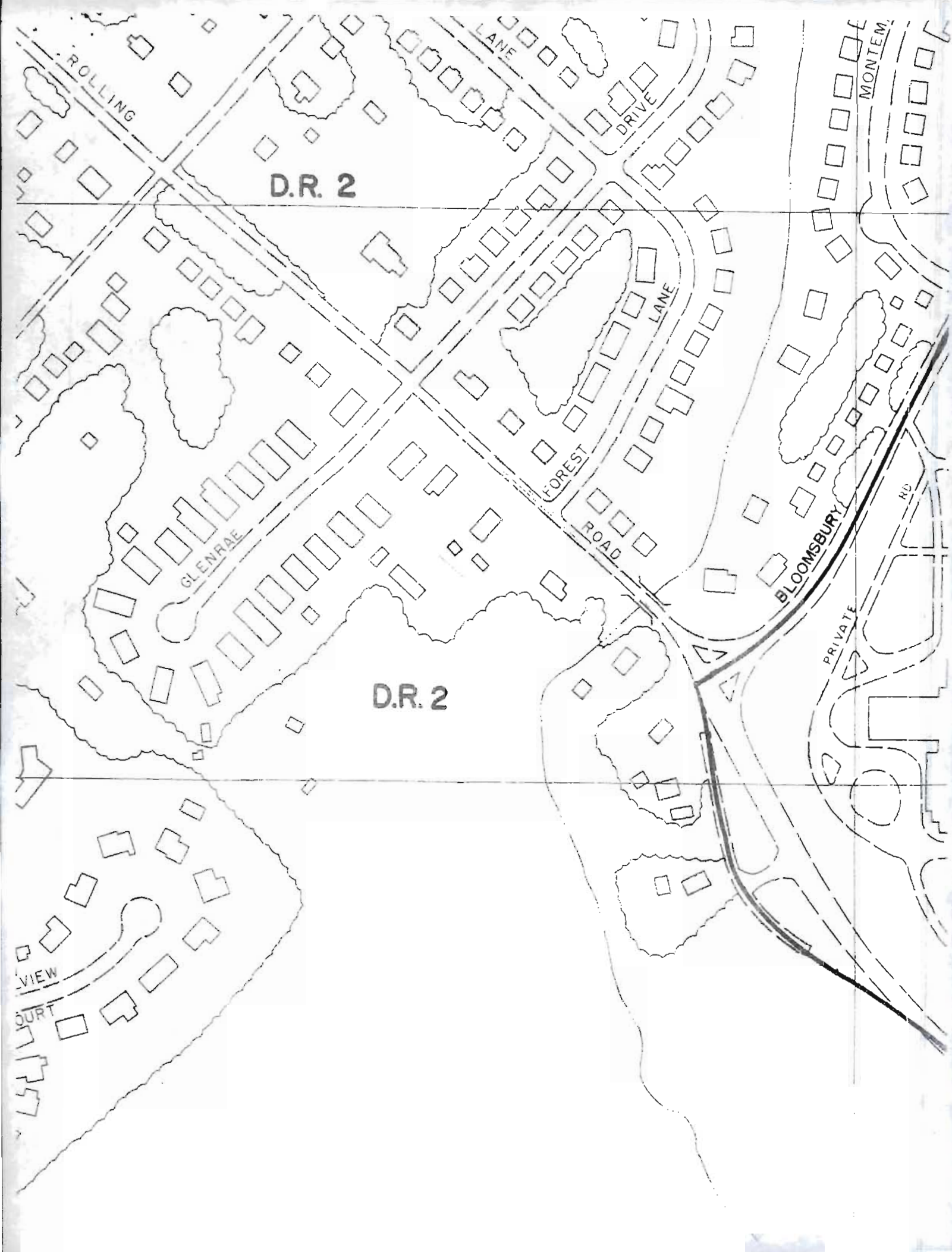
BLOOMSBURY

PRIVATE

175

M

D.R. 2





A Constellation Energy Company

Investigations and Billing Services

P.O. Box 1475
Baltimore, Maryland 21203-1475

July 23, 2007

Timothy T. Luecking
5454 Autumn-Field Court
Ellicott City, MD 21043

RE: Address: 540 S. Rolling Road
Baltimore, MD 21228

Dear Mr. Luecking:

Thank you for your recent inquiry regarding the address noted above. Our records indicate we provided service to meters at that address on the dates listed below. There may well have been meters installed before this date, but our records do not show that information.

<u>Address</u>	<u>Gas Meter #</u>	<u>Electric Meter #</u>	<u>Meter Installed</u>
540 S. Rolling Rd *1 ST Floor	1292862	G18457938	12/14/00
540 S. Rolling Rd *2 nd Floor	1292850	G18457936	12/14/00

If you have questions, please contact me on 410-209-1528, or 1-800-685-0123, extension 1528. I am available between 7:30 A.M. and 4:00 P.M. Monday through Friday.

Sincerely,

Victor I. Cook
Customer Accounts Specialist

ABA
PETITIONER' S

EXHIBIT NO.

29

Case No.: 08-199-SPH 301 RESERVE CT

Exhibit Sheet

Petitioner/Developer

Protestant

CONDITIONAL USE PERMIT

3-8-99 and

AFFIDAVIT & FLOOR PLANS
(3 pages).

Photographs -

7/07 - Taken by M's Maloy

No. 2

BGE - Meter service for
540 S Rolly Rd - 1st floor
540 S " " - 2nd floor

PETITIONS AGAINST
USE

No. 3

Site Plan

DEED HISTORY OF PROPERTY
[1919 thru 1999]

No. 4

No. 5

No. 6

No. 7

No. 8

No. 9

No. 10

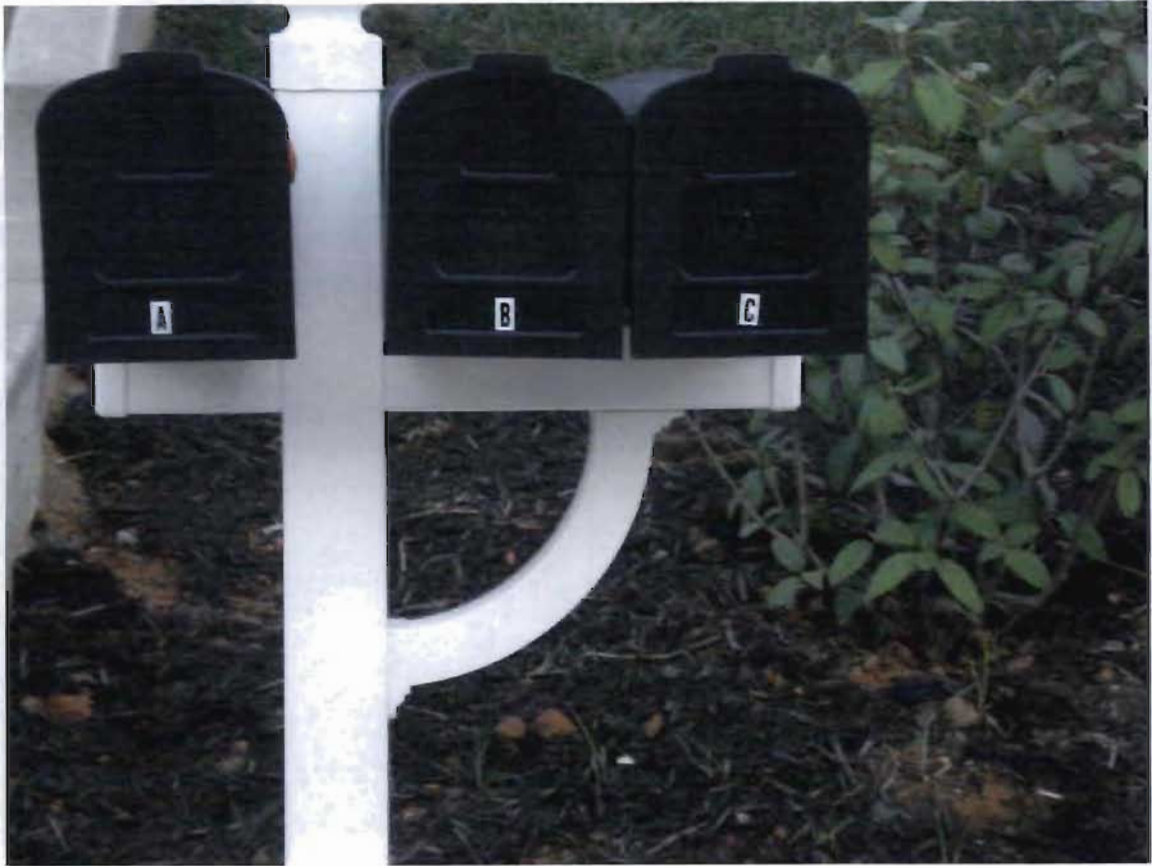
No. 11

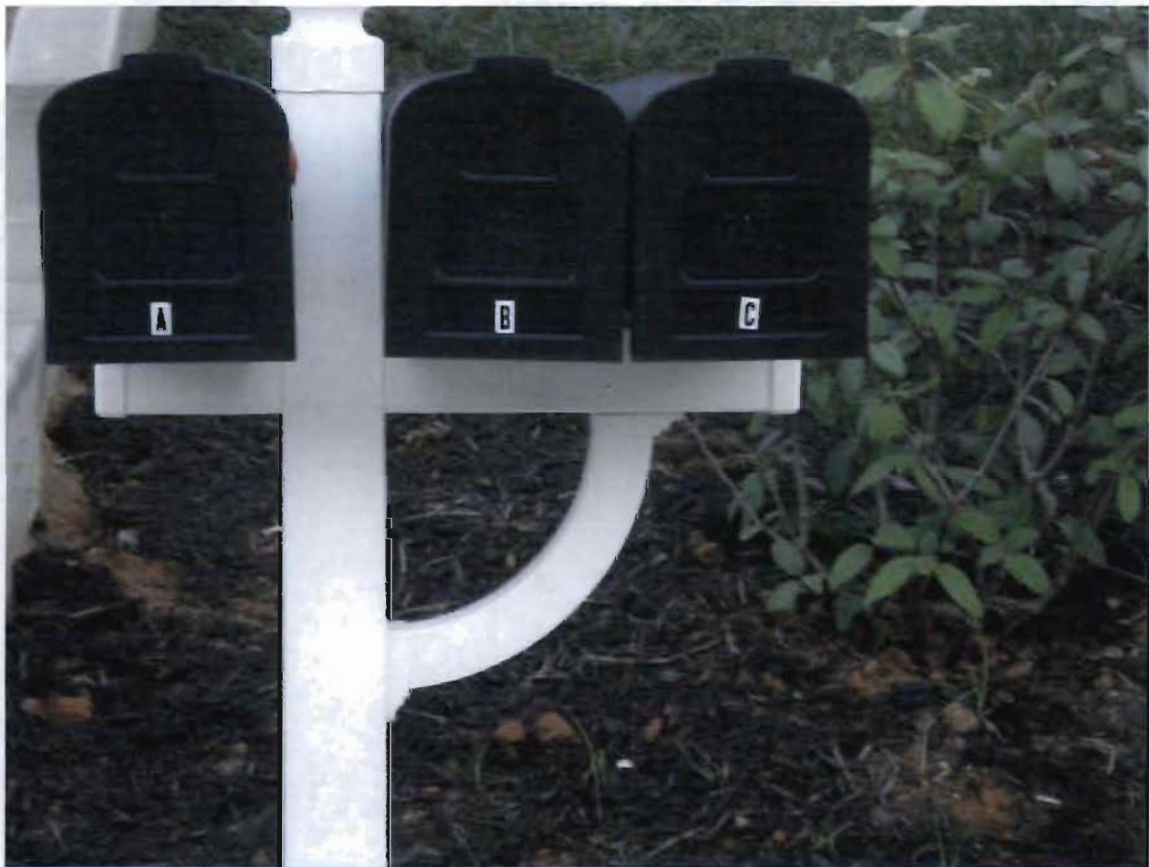
No. 12



PROTESTANT' S

EXHIBIT NO. 1









Dear Zoning Commissioner;

Re: Hearing on Thurs. Sept 6, 2007 at 9am
111 Westchester
Towson, MD 21204

We, the following residents of Reserve Court and members of the Hillcrest Reserve Homeowners Association, have been made aware of the fact that 301 Reserve Court (formerly known as 540 S Rolling Road) is currently being used as apartments and are opposed to its continued use as such in violation of the current zoning (DR-2).

We invested in the Catonsville community and in our new homes with the understanding that our neighborhood was zoned for single family homes.

We request that the Board enforce the current zoning and require the house be used as a single family residence.

PROTESTANT'S

EXHIBIT NO.

2

Sincerely,

<u>Don / Vicki / Kathy - Nieder-Davis</u>	<u>309 Reserve Court. 410-788-2384</u>
<u>Don Wiggins Jr</u>	<u>307 RESERVE CT 410-455-5303</u>
<u>[Signature]</u>	<u>318 RESERVE CT 410-719-8967</u>
<u>[Signature]</u>	<u>137 Newburg Ave 410-788-8541</u>
<u>Marta Rudy / Rudy / Rudy</u>	<u>314 Reserve Ct. 410-747-1260</u>
<u>Lisa [Signature]</u>	<u>316 Reserve Ct. 410-744-3754</u>
<u>Mphela / Andy / Rad</u>	<u>317 Reserve Ct 443-610-2764</u>
<u>Jasmin Juran</u>	<u>556 S. Rolling Road. 410-788-0034</u>
<u>[Signature] Pam Bageant</u>	<u>552 S. Rolling Rd 410-961-1454</u>
<u>Mary L. Laag</u>	<u>554 S. Rolling Rd 410-747-5239</u>

12/31/2007

1st Council District
Zoning Review Office
Baltimore County Office Building
111 West Chesapeake Avenue Room 106
Towson, MD 21204

Dear Zoning Commissioner,

Regarding the special hearing on 01/03/2008 to approve the subject dwelling as a legal non-conforming two-apartment dwelling. CASE NUMBER: 8-199-SPH.

We, the following residents of Catonsville and members of the Hillcrest Reserve Homeowners Association, have been made aware of the fact that 301 Reserve Court (formerly known as 540 S Rolling Road) Legal owner: Tim Luecking, is currently being used as apartments and are opposed to its continued use as such in violation of the current zoning (DR-2).

We do not want the zoning changed or any special exceptions granted regarding 301 Reserve Court Property. (formerly 540 South Rolling Road)

We invested in Baltimore County in the Catonsville community and in our new homes with the understanding that our neighborhood was zoned for single family homes. We request that the Board enforce the current zoning and require 301 Reserve Court be used as a single family residence.

Sincerely,

Name: Xiu (Cathy) Chen

Address: 313 Reserve Ct.
Catonsville, MD 21228

12/31/2007

1st Council District
Zoning Review Office
Baltimore County Office Building
111 West Chesapeake Avenue Room 106
Towson, MD 21204

Dear Zoning Commissioner,

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We invested in Baltimore County in the Catonsville community and in our new homes with the understanding that our neighborhood was zoned for single family homes. We request that the Board enforce the current zoning and require 301 Reserve Court be used as a single family residence.

Sincerely,

Michelle Reid

Name:

Michelle Reid

Andy Reid

Address:

*317 Reserve Ct
Catonsville MD
21228*

Call 1 Reid

12/31/2007

1st Council District
Zoning Review Office
Baltimore County Office Building
111 West Chesapeake Avenue Room 106
Towson, MD 21204

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Sincerely,

Name: JEFFREY CHYU



Address: 318 RESERVE COURT
CATONSVILLE, MD 21228

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

In the Matter of

Civil Citation No. 07-8897

Tim Luecking
5454 Autumn Field Court
Ellicott City, MD 21043

301 Reserve Court

Respondent

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FINAL ORDER OF THE CODE ENFORCEMENT HEARING OFFICER

This matter came before the Code Enforcement Hearing Officer for the Department of Permits and Development Management on September 6, 2007, for a hearing on a citation for violations under the Baltimore County Zoning Regulations (BCZR) § 402; creation of additional dwelling units without meeting dimensional requirements on residential property zoned DR 2 known as 301 Reserve Court, 21228.

On August 14, 2007, pursuant to §3-6-205, Baltimore County Code, Code Enforcement Officer, issued a code enforcement citation. The citation was legally served on the Respondents.

The citation proposed a civil penalty of \$5,000.00 (five thousand dollars). A code enforcement hearing date was scheduled for September 6, 2007.

Mr. Leucking, Respondent appeared for the Hearing and testified.

Ray Harmon, Code Enforcement Officer presented the case for Baltimore County.

M. Sullivan
(NOT MARKED AS EXHIBIT)

Subject property was formally known as 540 South Rolling Road. A conditional use permit was granted for 2 apartments in 1999 based on an affidavit by Robert J. McDaniels. The affidavit declared the property had 2 apartments every year since 1950. The property has 2 electric meters. An attempt to add a 3rd apartment has caused the community to challenge the accuracy of the conditional use permit. This case should be before the Zoning Commissioner to determine if a non-conforming use is appropriate, or if the dwelling should revert to a single family dwelling use. Mr. Leucking has obtained the necessary papers to file for the Special Hearing before the Zoning Commissioner.

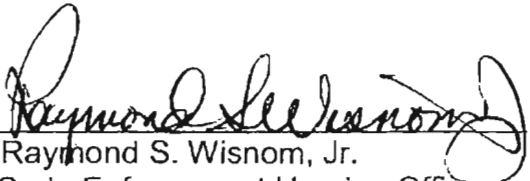
Given the fact that a Conditional Use Permit has been issued, it seems fair to allow the property owner time to address the issue. Mr. Leucking must file the required petition for Special Hearing on or before November 1, 2007. Failure to file for the Special Hearing will subject the Respondent to a Show Cause Hearing to explain why the \$5,000.00 civil penalty should not be assessed. The Conditional Use Permit has been challenged therefore it is vacated, null and void. That said, the Respondent is in violation of having multiple units on residential property zoned for single-family use based upon size of lot.

IT IS ORDERED by the Code Enforcement Hearing Officer this 11th day of September 2007, that a civil penalty is imposed in the amount of \$5,00.00 (five thousand dollars).

IT IS FURTHER ORDERED that the civil penalty in the amount of \$1,000.00 (one thousand dollars) shall be suspended on condition a Public Hearing is requested and filed on or before November 1, 2007.

If the Respondent fails to correct the violations, then the civil penalties imposed shall be \$5,000.00 (five thousand dollars).

IT IS FURTHER ORDERED that the citation served on K Hovanian Homes of Maryland, Inc. is hereby dismissed.

Signed: 
Raymond S. Wisnom, Jr.
Code Enforcement Hearing Officer

The violator is advised that pursuant to §3-6-301(a), Baltimore County Code, an appeal to the Baltimore County Board of Appeals may be taken within fifteen (15) days after the date of a final Order. §3-6-302(a)(b)(c)(d) requires the filing of a petition setting forth the grounds for appeal and a filing fee of \$150. The appellant is urged to read the requirements for the appeal petition. Security in the amount of the civil penalty must be posted with the Director.

RSW/jaf

Case No.: 08-199-SPH 301 RESERVE CT

Exhibit Sheet

Petitioner/Developer

Protestant

No. 1	<u>CONDITIONAL USE PERMIT</u> 3-8-99 and AFFIDAVIT & FLOOR PLANS (3 pages).	Photographs - 7/07 - Taken by M.S. Maloy
No. 2	BGE - Meter service for 540 S Rally Rd - 1st floor 540 S " " - 2nd floor	PETITIONS AGAINST USE
No. 3	Site Plan	DEED HISTORY OF PROPERTY [1919 thru 1999]
No. 4		
No. 5		
No. 6		
No. 7		
No. 8		
No. 9		
No. 10		
No. 11		
No. 12		

AFFIDAVIT

The undersigned hereby affirms under the penalties of perjury to the Director of Zoning Administration and Development Management (ZADM), as follows:

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

Robert J. McDaniel
AFFIANT (Handwritten Signature)

ROBERT J. MCDANIEL
AFFIANT (Printed Name)

21 STAGS LEAP COURT BALTO. MD. 21208
ADDRESS (Printed)

410-486-5581
TELEPHONE NUMBER

BASED UPON YOUR PERSONAL KNOWLEDGE, PLEASE ANSWER THE FOLLOWING:

1. Can you verify by this affidavit and/or testify in court, if necessary, that the home located at 540 SOUTH ROLLING ROAD 21228 has been occupied as a 2 apartment dwelling since JUNE (address) (month) 1939 (year) ? Yes (2, etc.) (answer)

2. Can you also verify and testify, if necessary, that said apartments have been occupied by renters every year since JUNE (month) 1950 (year) ? Yes (answer)

3. Will you realize any gain from the sale of this property? No (answer)

**If the answer is yes, this form cannot be approved.*

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY this 1 day of MARCH, 1999, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ROBERT J. MCDANIEL, the Affiant herein, personally known or satisfactorily identified to me as such Affiant, and made oath in due form of law that the matters and facts herein above set forth are true and correct to the best of his/her knowledge and belief.

AS WITNESS my hand and Notarial Seal



Carol S. Molloy
NOTARY PUBLIC
My Commission Expires 9/1/02

PETITIONER'S

EXHIBIT NO. 1

3 Pages - 5 - 1 - 2 - 3

**CONDITIONAL USE PERMIT
FOR
TWO APARTMENTS**

(AKA 301 RESERVE CT.)

This use permit for two apartments at 540 S. Rolling Rd. Catonsville, Md. 21228
(address)

is issued entirely upon the basis of the herein affidavit, including the dates of original use and continuous use sworn to therein. The responsibility for the accuracy of said dates and uses is entirely that of the legal owner and/or agent thereof. In the event that the accuracy is challenged, our approval is automatically withdrawn; the use permit will be reinstated only after public hearing and submission of testimony that alleviates the allegations contained in the challenge and otherwise provides the proofs necessary to establish a legal non-conforming use for the number of apartments claimed. Knowingly falsifying the affidavit information on the reverse side of this permit is subject to the penalties of perjury.

DATE: 3/8/99

APPROVED BY: BK
DIRECTOR, DEPARTMENT OF PERMITS
AND DEVELOPMENT MANAGEMENT

Revised 9/5/95

065-492

The undersigned hereby affirms under the penalties of perjury to the Director of Zoning Administration and Development Management (ZADM), as follows:

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

[Handwritten Signature]
AFFIANT (Handwritten Signature)

ROBERT J. McDANIEL
AFFIANT (Printed Name)

21 STAGS LEAP COURT BALTO. MD 21204 410-486-5581
ADDRESS (Printed) TELEPHONE NUMBER

BASED UPON YOUR PERSONAL KNOWLEDGE, PLEASE ANSWER THE FOLLOWING:

1. Can you verify by this affidavit and/or testify in court, if necessary, that the home located at 540 SOUTH ROWING ROAD 21228 has been occupied as a 2 apartment dwelling since JUNE 1939? YES
(address) (month) (year) (answer)

2. Can you also verify and testify, if necessary, that said apartments have been occupied by renters every year since JUNE 1950? YES
(month) (year) (answer)

3. Will you realize any gain from the sale of this property? No
(answer)

**If the answer is yes, this form cannot be approved.*

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY this 1 day of MARCH, 1999, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ROBERT J. McDANIEL, the Affiant herein, personally known or satisfactorily identified to me as such Affiant, and made oath in due form of law that the matters and facts herein above set forth are true and correct to the best of his/her knowledge and belief.

AS WITNESS my hand and Notarial Seal



Carol S. Molloy
NOTARY PUBLIC
My Commission Expires 9/1/02

BUILDING SKETCH

Borrower McDaniel, Mark

File No. 970119

Property Address 540 South Rolling Road

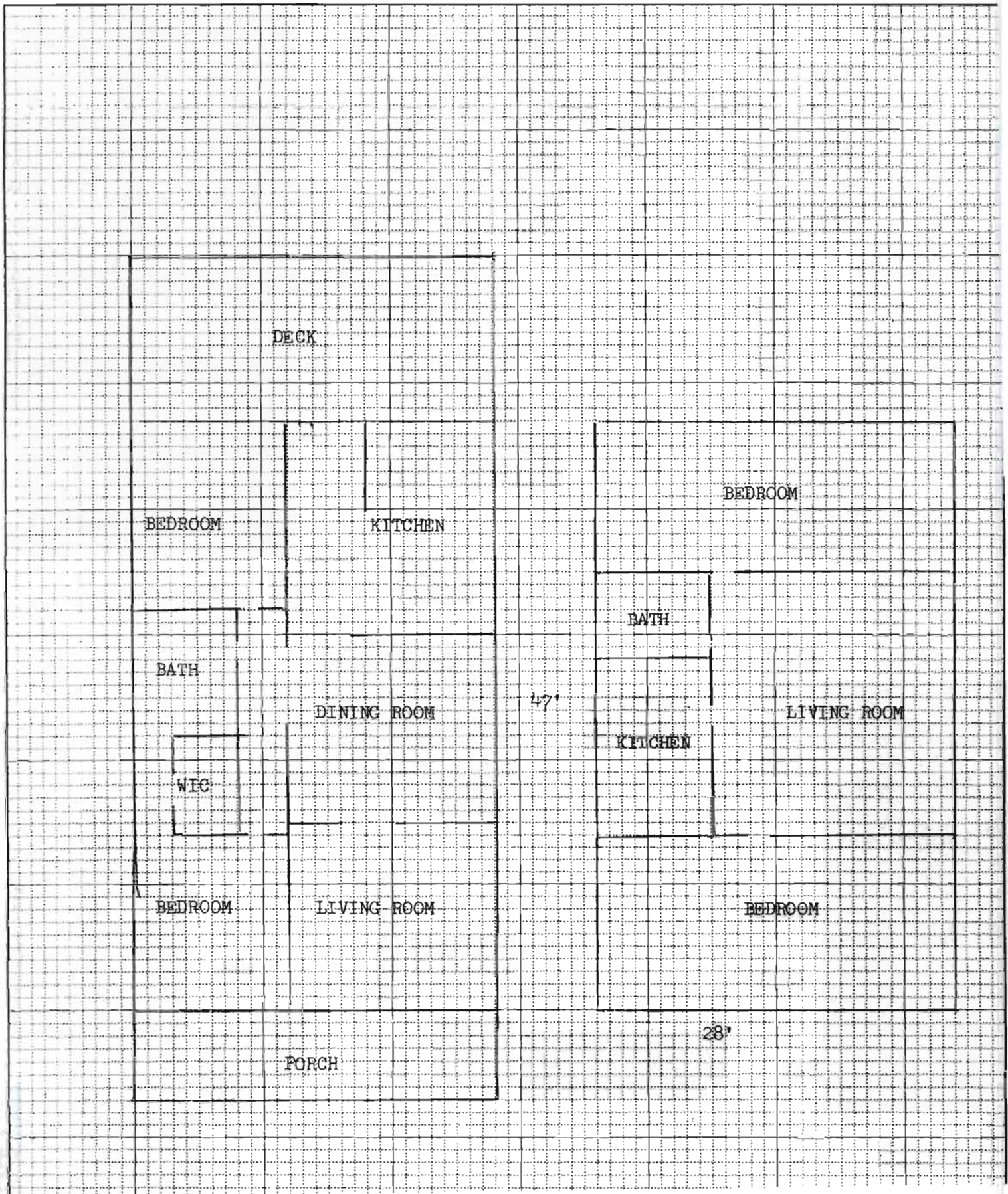
City Baltimore

County Baltimore

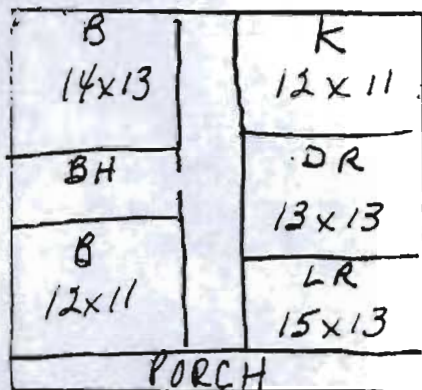
State MD

Zip Code 21228

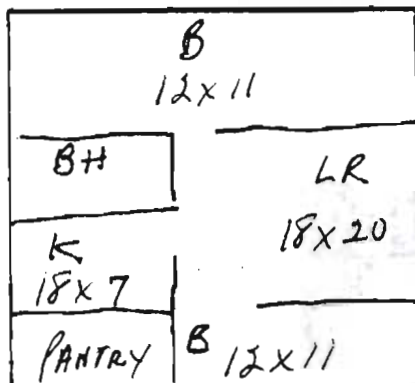
Lender



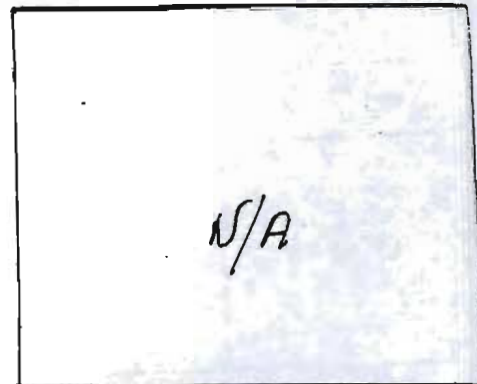
THIS SHEET TO BE SUBMITTED WITH 2 APARTMENT AFFIDAVIT AND A CHECK FOR \$40⁰⁰ MADE PAYABLE : BALTIMORE COUNTY, MARYLAND



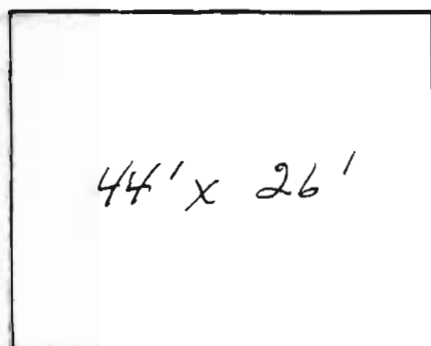
FIRST FLOOR



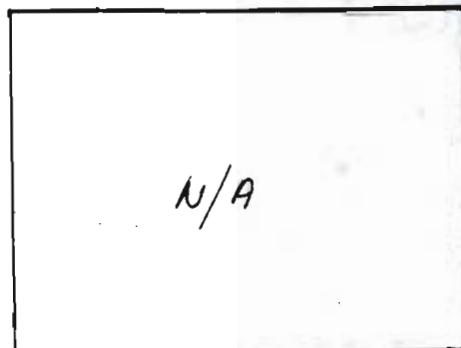
SECOND FLOOR



THIRD FLOOR



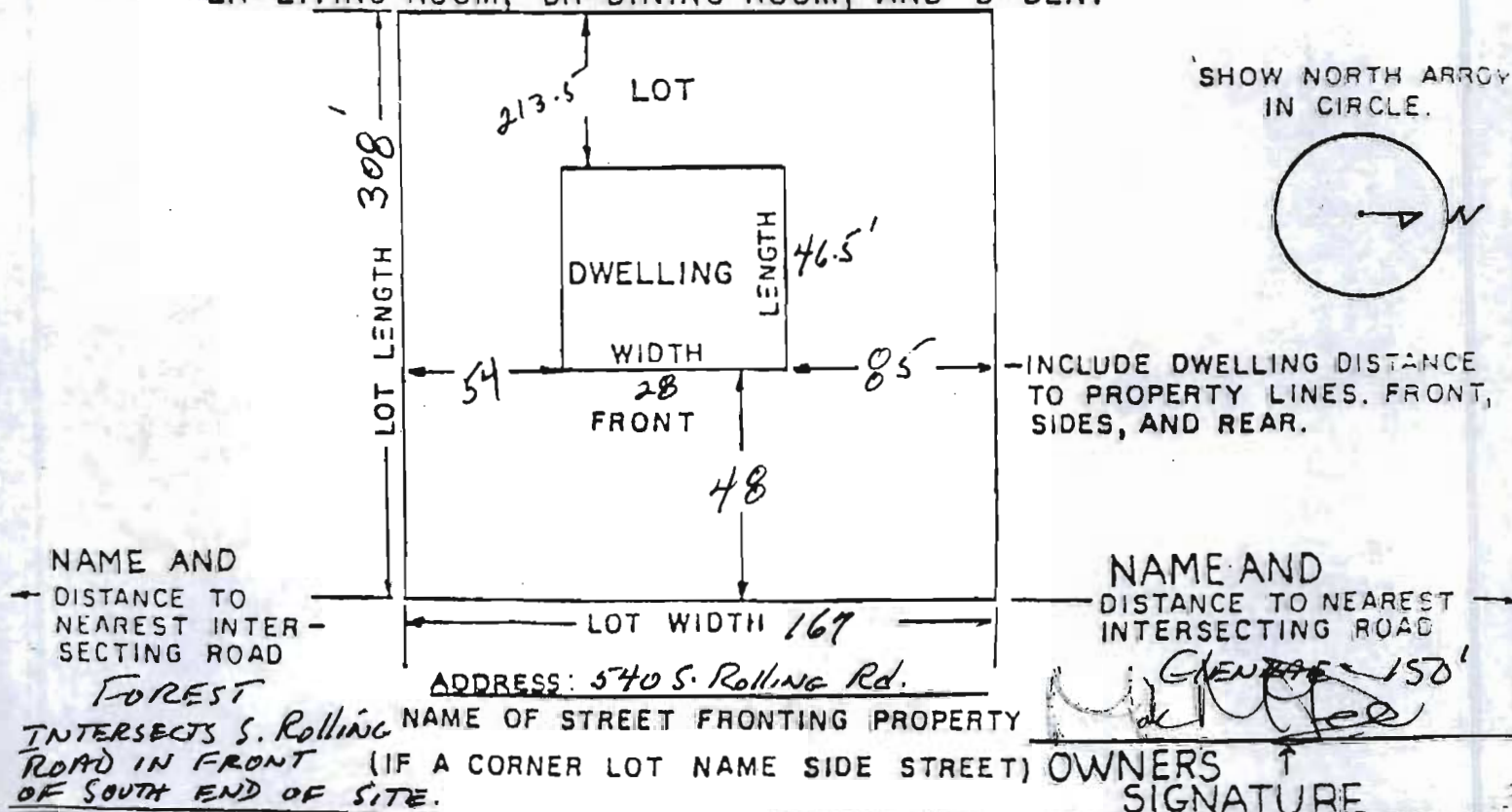
BASEMENT



ATTIC

DIRECTIONS: DRAW IN EACH ROOM AND MARK ITS USE/LENGTH AND WIDTH. MARK WHICH FLOOR HAS APARTMENT. IF DWELLING IS SEMI DETACHED USE 1 SHEET FOR EACH APARTMENT.

LEGEND: K=KITCHEN, B=BEDROOM, BH=BATH, S=STORAGE, C=CLOSET, LR=LIVING ROOM, DR=DINING ROOM, AND D=DEN.





A Constellation Energy Company

Investigations and Billing Services

P.O. Box 1475

Baltimore, Maryland 21203-1475

July 23, 2007

Timothy T. Luecking
5454 Autumn-Field Court
Ellicott City, MD 21043

RE: Address: 540 S. Rolling Road
Baltimore, MD 21228

Dear Mr. Luecking:

Thank you for your recent inquiry regarding the address noted above. Our records indicate we provided service to meters at that address on the dates listed below. There may well have been meters installed before this date, but our records do not show that information.

<u>Address</u>	<u>Gas Meter #</u>	<u>Electric Meter #</u>	<u>Meter Installed</u>
540 S. Rolling Rd *1 ST Floor	1292862	G18457938	12/14/00
540 S. Rolling Rd *2 nd Floor	1292850	G18457936	12/14/00

If you have questions, please contact me on 410-209-1528, or 1-800-685-0123, extension 1528. I am available between 7:30 A.M. and 4:00 P.M. Monday through Friday.

Sincerely,

Victor I. Cook
Customer Accounts Specialist

PETITIONER'S

EXHIBIT NO.

2

PLAT TO ACCOMPANY PETITION FOR ZONING ☐ VARIANCE ☒ SPECIAL HEARING

PROPERTY ADDRESS 540 S. ROLLING RD.

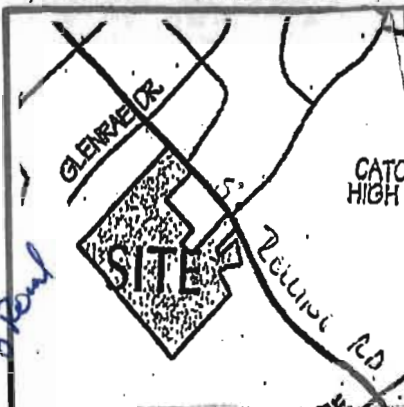
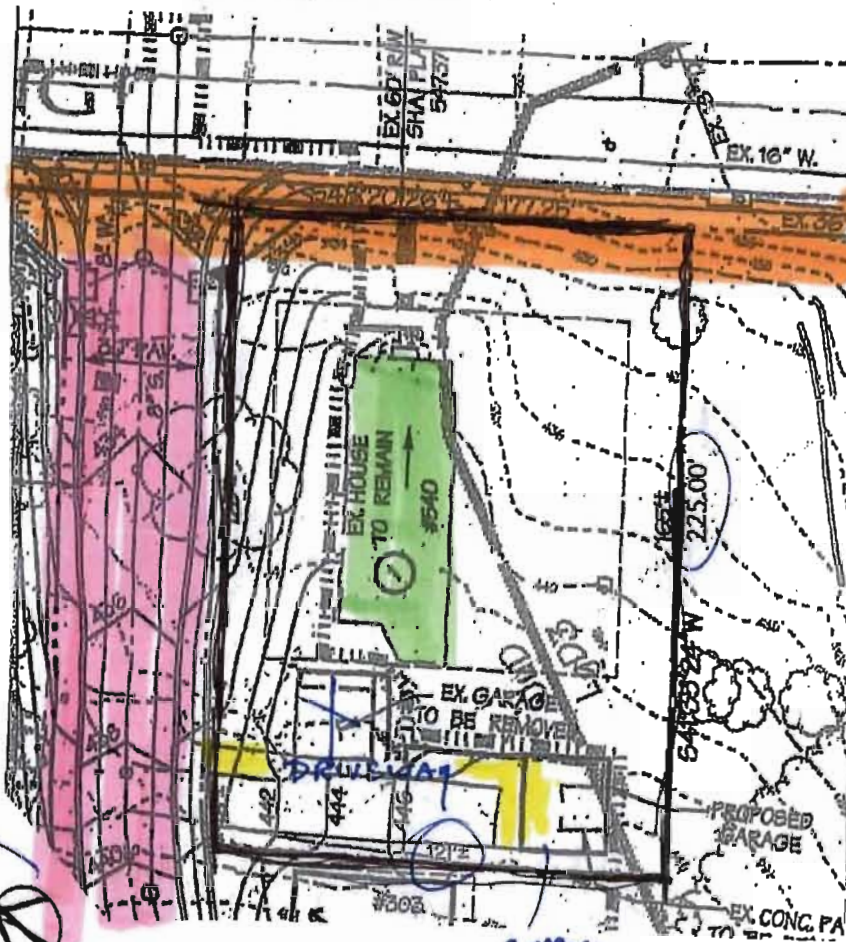
SEE PAGES 5 & 6 OF THE CHECKLIST FOR ADDITIONAL REQUIRED INFORMATION

SUBDIVISION NAME HILL CREST RESERVE

301 PRESERVE CT

PLAT BOOK # FOLIO # 109 LOT # 1 SECTION #

OWNER TIMOTHY T. LUECKING SR.



VICINITY MAP
SCALE: 1" = 1000'

LOCATION INFORMATION

ELECTION DISTRICT 1ST

COUNCILMANIC DISTRICT 1ST

1" = 200' SCALE MAP # 101A3

ZONING DR2

LOT SIZE 0.453
ACREAGE SQUARE FEET

	PUBLIC	PRIVATE
SEWER	☒	☐
WATER	☒	☐

	YES	NO
CHESAPEAKE BAY CRITICAL AREA	☐	☒
100 YEAR FLOOD PLAIN	☐	☒
HISTORIC PROPERTY/BUILDING	☐	☒
PRIOR ZONING HEARING	☒	☐

ZONING OFFICE USE ONLY
REVIEWED BY ITEM # CASE #

PREPARED BY DMW

SCALE OF DRAWING: 1" = 50

PETITIONER'S

3

EXHIBIT NO.

1 IN THE MATTER OF: BEFORE THE
 2 TIMOTHY LUFKING COUNTY BOARD OF APPEALS
 3 Legal Owner/Petitioner OF
 4 301 Reserve Court BALTIMORE COUNTY
 5 1st Election District Case No.
 6 1st Councilmanic District July 30, 2008?

7 * * * * *

8 The above-entitled matter came on for hearing
 9 at the Jefferson Building, Hearing Room #2, Second Floor,
 10 105 W. Chesapeake Avenue, at 10 a.m., July 30, 2008.

11 * * * * *

12
 13
 14
 15
 16
 17
 18 ORIGINAL
 19
 20

21 Reported by: Carolyn E. Peatt

RETURN TO:

THE FOUNTAINHEAD TITLE GROUP
300 FREDERICK ROAD SUITE 100
CATONSVILLE, MD 21228

(410) 744-5252

FILE NO.

134166A T

0013820 653

NO TITLE EXAMINATION
NO CONSIDERATION
NO TRANSFER TAX

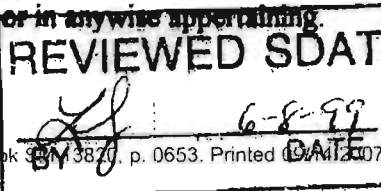
THIS DEED, made this 20th ^{November} ~~April~~, 1998, by and between, MARK B. McDANIEL, A/K/A MARK B. BOHANAN, and NOEL C. McDANIEL, his wife, of Baltimore County, State of Maryland, parties of the first part, and MARK B. McDANIEL, A/K/A MARK B. BOHANAN, of Baltimore County, State of Maryland, party of the second part.

WITNESSETH: That for and in consideration of natural love and affection, there being no cash consideration paid or to be paid in connection with this transaction, the said MARK B. McDANIEL and NOEL C. McDANIEL, his wife, do grant and convey unto MARK B. McDANIEL, his personal representatives and assigns, the fee simple interest in all that lot of ground situate in Baltimore County, State of Maryland, and described as follows, that is to say:

BEGINNING FOR THE SAME at a point in the center of Rolling Road at the distance of 731 feet southeasterly from the center of New Burg Avenue, and running thence along the center line of Rolling Road south 42 degrees 3 minutes East 177.3 feet to a point, and thence running parallel with New Burg Avenue south 48 degrees west 743.9 feet to a point in the outline of the tract of land of S.P. Harwood and running thence along the outline of the tract and by said Harwoods Land and north 37 degrees 35 minutes west 177.9 feet to a point in the corner of three acres of land recently conveyed to James Mc Curley, and thence running and binding on Mc Curley's land north 48 degrees east 730.1 feet to the place of beginning. Containing 3 acres of land more or less. The improvements thereon being known as No. 540 South Rolling Road.

BEING THE SAME LOT OF GROUND described in a Deed dated August 9, 1996 and recorded among the Land Records of Baltimore County in Liber No. 11759, Folio 293 that was granted and conveyed by Mark B. McDaniel, A/K/A Mark B. Bohanan unto Mark B. McDaniel, A/K/A Mark B. Bohanan, and Noel C. McDaniel, the Grantors herein. SAVING & EXCEPTING 4354/341 & 4708/578 & 4746/555.

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



Protestant's
Ex # 3

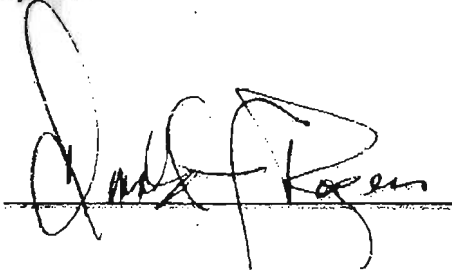
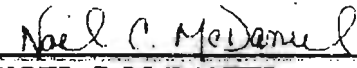
0013820 654

TO HAVE AND TO HOLD the said described lot of ground and premises to the said **MARK B. McDANIEL**, his personal representatives and assigns, forever, in fee simple.

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

WITNESS the hands and seals of said Grantors.

WITNESS:

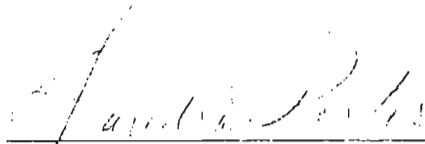
	 (SEAL)
	MARK B. McDANIEL, A/K/A MARK B. BOHANAN
	 (SEAL)
	NOEL C. McDANIEL

STATE OF MARYLAND, BALTIMORE COUNTY/CITY, to wit:

I HEREBY CERTIFY, that on this 20th day of ~~April~~ ^{November}, 1998, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared **MARK B. McDANIEL, A/K/A MARK B. BOHANAN**, and **NOEL C. McDANIEL**, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained, and in my presence signed and sealed the same.

0013820 655

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



NOTARY PUBLIC

MY COMMISSION EXPIRES:

My commission expires January 3, 1999

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly licensed by the Maryland Court of Appeals to practice law in the State of Maryland. At the request of the Grantors no title search was made and the Deed was prepared solely on the basis of information supplied by the Grantors.


PATRICIA MCGOWAN, ESQUIRE

RETURN TO:
Patricia McGowan, Esquire
Denick & Hyman, P.A.
10 E. Baltimore Street
Suite 1600
Baltimore, Maryland 21202
410-727-6900

noel.pro

0018820 886

12466 ACAT

State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: Baltimore

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

(Type or Print in Block Ink Only—All Copies Must Be Legible)

1	Type(s) of Instruments	☒ Deed	☐ Mortgage	☐ Other	☐ Other	DP FD SURE \$	5.00
		☐ Deed of Trust	☐ Lease	☐	☐	RECORDING FEE	20.00
2	Conveyance Type Check Box	☒ Improved Sale	☐ Unimproved Sale	☐ Multiple Accounts	☐ Not an Arms-Length Sale	Reg # BAK6	Rept # 55758
		Arms-Length [1]	Arms-Length [2]	Arms-Length [3]	Length Sale [9]	SR	Blk # 2627
3	Tax Exemptions (If Applicable)	☐ Recordation	☐ State Transfer	☐ County Transfer	Jan 15, 1999 03:28 PM Rev'd SDAT		
		Consideration Amount: <u>0</u>					
4	Consideration and Tax Calculations	Purchase Price/Consideration	\$	-0-	Finance Office Use Only		
		Any New Mortgage	\$		Transfer and Recordation Tax Consideration		
5	Fees	Balance of Existing Mortgage	\$		Transfer Tax Consideration		
		Other:	\$		X() %		
6	Description of Property	Other:	\$		Less Exemption Amount		
		Full Cash Value	\$		Total Transfer Tax		
7	Transfer From	Doc. 1	Doc. 2	Recordation Tax Consideration			
		Doc. 1	Doc. 2	X() per \$500			
8	Transfer To	Doc. 1	Doc. 2	TOTAL DUE			
		Doc. 1	Doc. 2				
9	Other Names to Be Indexed	Doc. 1	Doc. 2	Agent:			
		Doc. 1	Doc. 2	Tax Bill:			
10	Contact/Mail Information	Doc. 1	Doc. 2	C.B. Credit:			
		Doc. 1	Doc. 2	Ag. Tax/Other:			
11	Assessment Information	Doc. 1	Doc. 2	Agent:			
		Doc. 1	Doc. 2	Tax Bill:			
12	Assessment Information	Doc. 1	Doc. 2	C.B. Credit:			
		Doc. 1	Doc. 2	Ag. Tax/Other:			
13	Assessment Information	Doc. 1	Doc. 2	Agent:			
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31	Assessment Information	Doc. 1	Doc. 2	Agent:			
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61	Assessment Information	Doc. 1	Doc. 2	Agent:			
		Doc. 1	Doc. 2	Tax Bill:			
62	Assessment Information	Doc. 1	Doc. 2	C.B. Credit:			
		Doc. 1	Doc. 2	Ag. Tax/Other:			
63	Assessment Information	Doc. 1	Doc. 2	Agent:			
		Doc. 1	Doc. 2	Tax Bill:			
64	Assessment Information	Doc. 1	Doc. 2	C.B. Credit:			
		Doc. 1	Doc. 2	Ag. Tax/Other:			
65	Assessment Information	Doc. 1	Doc. 2	Agent:			
		Doc. 1	Doc. 2	Tax Bill:			
66	Assessment Information	Doc. 1	Doc. 2	C.B. Credit:			
		Doc. 1	Doc. 2	Ag. Tax/Other:			
67	Assessment Information	Doc. 1	Doc. 2	Agent:			
		Doc. 1	Doc. 2	Tax Bill:			
68	Assessment Information	Doc. 1	Doc. 2	C.B. Credit:			
		Doc. 1	Doc. 2	Ag. Tax/Other:			
69	Assessment Information	Doc. 1	Doc. 2	Agent:			
		Doc. 1	Doc. 2	Tax Bill:			
70	Assessment Information	Doc. 1	Doc. 2	C.B. Credit:			
		Doc. 1	Doc. 2	Ag. Tax/Other:			
71	Assessment Information	Doc. 1	Doc. 2	Agent:			
		Doc. 1	Doc. 2	Tax Bill:			
72	Assessment Information	Doc. 1	Doc. 2	C.B. Credit:			
		Doc. 1	Doc. 2	Ag. Tax/Other:			
73	Assessment Information	Doc. 1	Doc. 2	Agent:			
		Doc. 1	Doc. 2	Tax Bill:			
74	Assessment Information	Doc. 1	Doc. 2	C.B. Credit:			
		Doc. 1	Doc. 2	Ag. Tax/Other:			
75	Assessment Information	Doc. 1	Doc. 2	Agent:			
		Doc. 1	Doc. 2	Tax Bill:			
76	Assessment Information	Doc. 1	Doc. 2	C.B. Credit:			
		Doc. 1	Doc. 2	Ag. Tax/Other:			
77	Assessment Information	Doc. 1	Doc. 2	Agent:			
		Doc. 1	Doc. 2	Tax Bill:			
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		Doc. 1	Doc. 2	Tax Bill:			
80	Assessment Information	Doc. 1	Doc. 2	C.B. Credit:			
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81	Assessment Information	Doc. 1	Doc. 2	Agent:			
		Doc. 1	Doc. 2	Tax Bill:			
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		Doc. 1	Doc. 2	Ag. Tax/Other:			
93	Assessment Information	Doc. 1	Doc. 2	Agent:			
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96	Assessment Information	Doc. 1	Doc. 2	C.B. Credit:			
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97	Assessment Information	Doc. 1	Doc. 2	Agent:			
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98	Assessment Information	Doc. 1	Doc. 2	C.B. Credit:			
		Doc. 1	Doc. 2	Ag. Tax/Other:			
99	Assessment Information	Doc. 1	Doc. 2	Agent:			
		Doc. 1	Doc. 2	Tax Bill:			
100	Assessment Information	Doc. 1	Doc. 2	C.B. Credit:			
		Doc. 1	Doc. 2	Ag. Tax/Other:			

PROTESTANT'S

EXHIBIT NO.

3

This Deed

MADE THIS 20th day of May in the year One Thousand Nine Hundred Ninety Nine by and between Mark B. McDaniel, party of the first part, and Timothy T. Luecking, Deborah L. Luecking and Joseph J. Luecking, Jr., parties of the second part.

Witnesseth, That in consideration of the sum of **One Hundred Eighty One Thousand Dollars and NO Cents (\$181,000.00)**, the receipt of which is hereby acknowledged, the said parties of the first part do grant and convey to the said parties of the second part, as Joint Tenants, their assigns, the survivor of them and the survivor's personal representatives, heirs and assigns, in fee simple, that parcel of ground situate in Baltimore County, Maryland and described as follows, that is to say:

BEGINNING FOR THE SAME at a point in the center of Rolling Road at the distance of 731 feet southeasterly from the center of Newburg Avenue and running thence along the center line of Rolling Road South 42 degrees 3 minutes East 177.3 feet to a point; and thence running parallel with Newburg Avenue, South 48 degrees West 743.9 feet to a point in the outline of the tract of land of S. P. Harwood, and running thence along the outline of the tract and by said Harwood's land and North 37 degrees 35 minutes West 177.9 feet to a point in the corner of three acres of land recently conveyed to James McCurley, and thence running and binding on McCurley's land North 48 degrees East 730.1 feet to the place of beginning. Containing 3 acres of land, more or less. Being known as No. 540 S. Rolling Road.

SAVING AND EXCEPTING those portions of the above described real property more particularly described in three deeds dated September 2, 1964; December 21, 1966 and April 5, 1967 respectively, and recorded among the Land Records of Baltimore County in Liber 4354, folio 341; Liber 4708, folio 578 and Liber No. 4746, folio 555 respectively.

BEING the same parcel of ground which by deed dated August 9, 1996 and recorded among the Land Records of Baltimore County, Maryland in Liber SM No. 11759, folio 293 was granted and conveyed by Mark B. McDaniel, a/k/a Mark B. Bohanan unto Mark B. McDaniel, also known as Mark B. Bohanan and Noel C. McDaniel.

BEING ALSO the same lot of ground which by Deed dated November 20, 1998 and recorded or intended to be recorded among the Land Records of Baltimore County immediately prior hereto was granted and conveyed by Mark B. McDaniel and Noel C. McDaniel unto Mark B. McDaniel.

THE WITHIN GRANTEE(S) DO HEREBY CERTIFY UNDER THE PENALTY(IES) OF PERJURY THAT THE LAND CONVEYED HEREIN IS RESIDENTIALLY IMPROVED OWNER-OCCUPIED REAL PROPERTY AND THAT THE RESIDENCE WILL BE OCCUPIED BY US AS EVIDENCED BY THE SIGNATURE(S) BELOW.

This is to certify the within instrument was prepared under the supervision of an Attorney duly admitted to practice before the Court of Appeals of the State of Maryland.

F. Michael Grace
F. Michael Grace

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 parties of the second part as Joint Tenants, their assigns, the survivor of them and the survivor's personal representatives, heirs and assigns, in fee simple.

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

WITNESS the hands and seals of said Grantor(s) and Grantee(s).

Test:

[Signature]

[Signature]

[Signature]

[Signature]

[Signature] (SEAL)
MARK B. MCDANIEL

[Signature] (SEAL)
TIMOTHY T. LUECKING

[Signature] (SEAL)
DEBORAH L. LUECKING

[Signature] (SEAL)
JOSEPH J. LUECKING, JR.

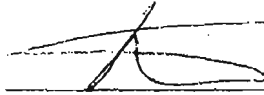


0013820 658

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I Hereby Certify, That on this 20th day of May in the year One Thousand Nine Hundred Ninety Nine, before me, the subscriber, a Notary Public of the State of Maryland, City of Baltimore, personally appeared Mark B. McDaniel, Grantor, and Timothy T. Luecking, Deborah L. Luecking and Joseph J. Luecking, Jr., Grantees, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged the foregoing Deed to be their act, and in my presence signed and sealed the same.

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


Martha P. Stephens

My Commission Expires: December 1, 2002



RECORD AND RETURN TO:

**THE FOUNTAINHEAD GROUP
300 FREDERICK ROAD
SUITE 100
CATONSVILLE, MARYLAND 21228
410-744-5252**

File Number: 12466CAT

0013820 660

RECORD AND RETURN TO:
MELLON MORTGAGE COMPANY
P. O. BOX 4883
HOUSTON, TEXAS 77210

THE FOUNTAINHEAD TITLE GROUP
300 FIDELITY ROAD SUITE 100
CATONSVILLE, MD 21228
(410) 794-6152
FILE NO. 124666AT

[Space Above This Line For Recording Data]

IMP FD SURE #	5.00
RECORDING FEE	20.00
TOTAL	25.00
Reg # 8486	Ref # 55758
SM SR	BLK # 2629
Jun 15, 1999	83:00 Pk

PURCHASE MONEY DEED OF TRUST

5810880988

PURCHASE MONEY

THIS DEED OF TRUST ("Security Instrument") is made on **MAY 20, 1999**. The grantor is **DEBORAH L. LUECKING AND TIMOTHY T. LUECKING AND JOSEPH J. LUECKING, JR AS JOINT TENANTS**

(**"Borrower"**). The trustee is **JIM L. SORVAAG, 1775 SHERMAN STREET, DENVER, COLORADO 80203**
(**"Trustee"**). The beneficiary is **MELLON MORTGAGE COMPANY, A COLORADO CORPORATION**

, which is organized and
existing under the laws of **THE STATE OF COLORADO**, and whose address is
1775 SHERMAN STREET, SUITE 2300, DENVER, COLORADO 80203

(**"Lender"**). Borrower owes Lender the principal sum of
EIGHTY THOUSAND AND 00/100 -----

Dollars (U.S. \$ **80,000.00**). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **JUNE 01, 2029**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in **BALTIMORE** County, Maryland:

This certifies that this instrument has been prepared by a party to the instrument.
MELLON MORTGAGE COMPANY, a party to this transaction.

MARYLAND--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3021 9/90

20MD 02/97

Page 1 of 8

0013820 6611

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

which has the address of 540 SOUTH ROLLING ROAD

CATONSVILLE
[City]

, MARYLAND
[State]

[Street]

21228
[Zip Code]

("Property Address");

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

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

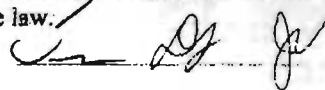
UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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Page 2 of 8



0013820 662

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

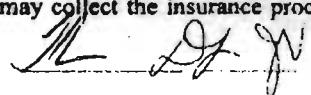
4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or 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 floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. 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 any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds.



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Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with 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.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, 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 approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.



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10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the 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 condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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

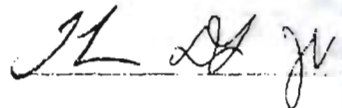
12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument 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 under the Note.

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

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

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.



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17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

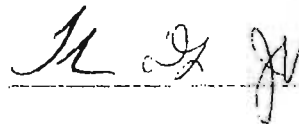
19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, 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.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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



0013820 666

21. **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 paragraph 17 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 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 and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, Trustee's fees of 5.00% 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 Subtitle W of the Maryland Rules of Procedure, does hereby declare and assent to the passage of a decree to sell the Property in one or more parcels by the equity court having jurisdiction for the sale of the Property, and consents to the granting to any trustee appointed by the assent to decree of all the rights, powers and remedies granted to the Trustee in this Security Instrument together with any and all rights, powers and remedies granted by the decree. Neither the assent to decree nor the power of sale granted in this paragraph 21 shall be exhausted in the event the proceeding is dismissed before the payment in full of all sums secured by this Security Instrument.

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

23. **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.

24. **Possession of the Property.** Borrower shall have possession of the Property until Lender has given Borrower notice of default pursuant to paragraph 21 of this Security Instrument.

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

- ☐ Adjustable Rate Rider
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) [specify]

- ☐ Condominium Rider
- ☐ Planned Unit Development Rider
- ☐ Rate Improvement Rider

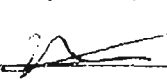
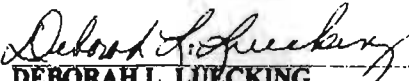
- ☒ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Second Home Rider

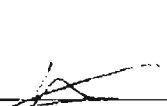


0013820 667

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

Witnesses:

  (Seal)
DEBORAH L. LUECKING Borrower

  (Seal)
TIMOTHY T. LUECKING Borrower

  (Seal)
JOSEPH J. LUECKING, JR. Borrower

(Seal)
Borrower

[Space Below This Line For Acknowledgment]

STATE OF MARYLAND *Baltimore* COUNTY SS:
I Hereby Certify, That on this *20TH* day of *MAY*, 1999, before me, the subscriber, a Notary
Public of the State of *MARYLAND*, in and for the *city of Baltimore*,
personally appeared
DEBORAH L. LUECKING AND TIMOTHY T. LUECKING AND JOSEPH J. LUECKING, JR

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

AS WITNESS: my hand and notarial seal.

My commission expires: *12-1-02*

STATE OF *Maryland, Baltimore* Notary Public
COUNTY SS:
I Hereby Certify, That on this *20* day of *May*, 1999, before me, the subscriber, a Notary
Public of the State of *Maryland*, in and for the *city of Baltimore*,
personally appeared *Nancy Ambrose* 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: *12-1-02*

22MD: 02/97

Page 8 of 8

0013820 668

**1-4 FAMILY RIDER
Assignment of Rents**

5810880988

THIS 1-4 FAMILY RIDER is made this 20TH day of MAY, 1999, 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 MELLON MORTGAGE COMPANY, A COLORADO CORPORATION

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
540 SOUTH ROLLING ROAD, CATONSVILLE, MARYLAND 21228

[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 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, bath tubs, 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, panelling and attached floor coverings now or hereafter attached to the Property, 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."

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.

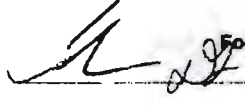
D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, 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.

MULTISTATE 1-4 FAMILY RIDER—Fannie Mae/Freddie Mac Uniform Instrument
14FF 04/98 Page 1 of 2

 Form 317 9/90

0013820 669

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 paragraph 21 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 breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) 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 Uniform Covenant 7.

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

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.

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


DEBORAH L. LUECKING

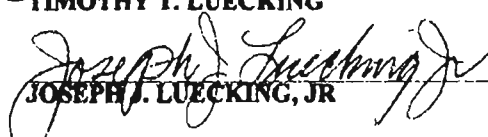
(Seal)

-Borrower


TIMOTHY T. LUECKING

(Seal)

-Borrower


JOSEPH J. LUECKING, JR

(Seal)

-Borrower

(Seal)

-Borrower

0013820 670

EXHIBIT "A"

LEGAL DESCRIPTION

BEGINNING FOR THE SAME at a point in the center of Rolling Road at the distance of 731 feet southeasterly from the center of Newburg Avenue and running thence along the center line of Rolling Road South 42 degrees 3 minutes East 177.3 feet to a point; and thence running parallel with Newburg Avenue, South 48 degrees West 743.9 feet to a point in the outline of the tract of land of S. P. Harwood, and running thence along the outline of the tract and by said Harwood's land and North 37 degrees 35 minutes West 177.9 feet to a point in the corner of three acres of land recently conveyed to James McCurley, and thence running and binding on McCurley's land North 48 degrees East 730.1 feet to the place of beginning. Containing 3 acres of land, more or less. Being known as No. 540 S. Rolling Road.

SAVING AND EXCEPTING those portions of the above described real property more particularly described in three deeds dated September 2, 1964; December 21, 1966 and April 5, 1967 respectively, and recorded among the Land Records of Baltimore County in Liber 4354, folio 341; Liber 4708, folio 578 and Liber No. 4746, folio 555 respectively.

BEING the same property as described in a Deed of even date herein and intended to be recorded among the Land Records of Baltimore County immediately prior hereto and which was granted and conveyed by Mark B. McDaniel, also known as Mark B. Bohanan and Noel C. McDaniel unto Timothy T. Luecking, Deborah L. Luecking and Joseph J. Luecking, Jr., as Joint Tenants, the Mortgagors/Borrowers herein.

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

L. Michael Grace
Attorney

0011759 293

01-03-472880
540 South Rolling Rd

Individual Form
Fee Simple
ECT-676

(M-DINDFS)

THIS DEED, Made this 9th day of August, in the year one thousand nine hundred and ninety-six, by and between MARK B. MCDANIEL, F/K/A MARK B BOHANAN, party of the first part, Grantor; and MARK B. MCDANIEL, A/K/A MARK B. BOHANAN, and NOEL C. MCDANIEL, parties of the second part, Grantees.

WITNESSETH: that in consideration of the sum of (\$0.00), and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant, convey and assign unto MARK B. MCDANIEL, A/K/A MARK B. BOHANAN, and NOEL C. MCDANIEL, as tenants by the entireties, their assigns, the survivor of them and the survivor's 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:

BEGINNING FOR THE SAME AT A POINT IN THE CENTER OF ROLLING ROAD AT THE DISTANCE OF 731 FEET SOUTHEASTERY FROM THE CENTER OF NEW BURG AVENUE, AND RUNNING THENCE ALONG THE CENTER LINE OF ROLLING ROAD SOUTH 42 DEGREES 3 MINUTES EAST 177.3 FEET TO A POINT, AND THENCE RUNNING PARALLEL WITH NEW BURG AVENUE SOUTH 48 DEGREES WEST 743.9 FEET TO A POINT IN THE OUTLINE OF THE TRACT OF LAND OF S.P. HARWOOD, AND RUNNING THENCE ALONG THE OUTLINE OF THE TRACT AND BY SAID HARWOODS LAND AND NORTH 37 DEGREES 35 MINUTES WEST 177.9 FEET TO A POINT IN THE CORNER OF THREE ACRES OF LAND RECENTLY CONVEYED TO JAMES MCCURLEY, AND THENCE RUNNING AND BINDING ON MCCURLEY'S LAND NORTH 48 DEGREES EAST 730.1 FEET TO THE PLACE OF BEGINNING. CONTAINING 3 ACRES OF LAND MORE OR LESS. BEING KNOWN AS NO. 540 S. ROLLING ROAD.

SAVING AND EXCEPTING THOSE PORTIONS OF THE ABOVE DESCRIBED REAL PROPERTY MORE PARTICULARLY DESCRIBED IN THREE DEEDS DATED SEPTEMBER 2, 1964, DECEMBER 21, 1966 AND APRIL 5, 1967, RESPECTIVELY, AND RECORDED AMONG THE LAND RECORDS OF BALTIMORE COUNTY IN LIBER 4354, FOLIO 341, LIBER 4708, FOLIO 578 AND LIBER 4746, FOLIO 555, RESPECTIVELY. BEING THE SAME LOT OF GROUND DESCRIBED IN A DEED DATED MARCH 13, 1992 RECORDED AMONG THE LAND RECORDS OF BALTIMORE COUNTY IN LIBER 9244 FOLIO 089 BY AND BETWEEN JAMES T. COX AND MARK B. BOHANAN AKA MARK B. MCDANIEL THE GRANTOR HEREIN.

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

TO HAVE AND TO HOLD the said described lot(s) of ground and premises, unto the said MARK B. MCDANIEL, A/K/A MARK B. BOHANAN, and NOEL C. MCDANIEL, as tenants by the entireties, their assigns, the survivor of them and the survivor's personal representatives and assigns, in fee simple.

AND the said party of the first part hereby covenant that he/she has not done or

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation

BALTIMORE COUNTY CIRCUIT COURT (Land Records) [MSA CE 62-11614] SM 41 159:10-0298. Printed 09/14/2007. Image available of 03/04/2005.

SIGNATURE

DATE 8/22/96

8/22/96

suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that he/she will warrant specially the property hereby granted; in that he/she will execute such further assurances of the same as may be requisite.

WHENEVER used, the singular name 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 said Grantor and Grantees:

WITNESS:

[Signature]

[Signature] (SEAL)
MARK B. MCDANIEL

[Signature]

[Signature] (SEAL)
MARK B. MCDANIEL

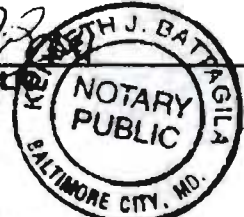
[Signature]

Noel C. McDaniel (SEAL)
NOEL C. MCDANIEL

STATE OF MARYLAND, CITY/COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY, that on this 9th day of August, 1996, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared MARK B. MCDANIEL and , the within named Grantor, known to me (or satisfactorily proven) to be the person whose name is/are subscribed to the within instrument and acknowledged the foregoing Deed to be his/her act, and in my presence signed and sealed the same.

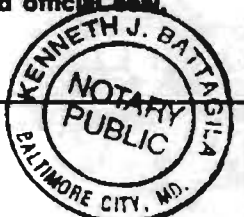
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
NOTARY PUBLIC
My Commission Expires: 8-28-97


STATE OF MARYLAND, CITY/COUNTY OF Baltimore, TO WIT:

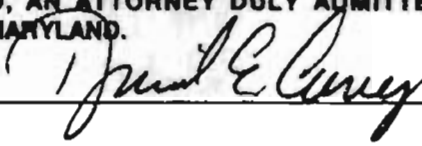
I HEREBY CERTIFY, that on this 9th day of August, 1996, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared MARK B. MCDANIEL and NOEL C. MCDANIEL and , the within named Grantees, known to me (or satisfactorily proven) to be the persons whose names is/are subscribed to the within instrument and acknowledged the foregoing Deed to be their act, and in my presence signed and sealed the same.

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

[Signature]
NOTARY PUBLIC
My Commission Expires: 8-28-97


0011759 295

THIS IS TO CERTIFY THAT THE WITHIN INSTRUMENT WAS PREPARED BY OR UNDER THE SUPERVISION OF THE UNDERSIGNED, AN ATTORNEY DULY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND.



RETURN TO:

EAST COAST TITLE, INC.
57 W. TIMONIUM ROAD, SUITE 110
TIMONIUM, MARYLAND 21093

0011759 296

State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: BALTIMORE

Information provided is for the 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)

1	Type(s) of Instruments	☒ Deed ☐ Mortgage ☐ Other ☐ Other ☒ Deed of Trust ☐ Lease ☐ Other ☐ Other ☐ Improved Sale ☐ Unimproved Sale ☐ Multiple Accounts ☐ Not an Arms-Length Sale [9] ☐ Arms-Length [1] ☐ Arms-Length [2] ☐ Arms-Length [3]				EMP FD SURE \$ 5.00 RECORDING FEE 28.00 TOTAL 25.00 Rec'd BAK6 Rct # 19879 SH BC BLK # 1597 Aug 22, 1996 11:54 am	
2	Conveyance Type Check Box						
3	Tax Exemptions (If Applicable)	Recordation State Transfer County Transfer <u>Adm. Sp. Use</u>					
4	Consideration and Tax Calculations	Consideration Amount Purchase Price/Consideration \$ <u>75000.00</u> Any New Mortgage \$ <u>29103.69</u> Balance of Existing Mortgage \$ Other: \$ Other: \$ Full Cash Value \$				Finance Office Use Only Transfer and Recordation Tax Consideration Transfer Tax Consideration \$ X () % = \$ Less Exemption Amount = \$ Total Transfer Tax = \$ <u>8</u> Recordation Tax Consideration \$ X () per \$500 = \$ TOTAL DUE \$	
5	Fees	Amount of Fees Recording Charge \$ <u>40.00</u> Surcharge \$ <u>18.00</u> State Recordation Tax \$ <u>230.00</u> State Transfer Tax \$ County Transfer Tax \$ Other \$ Other \$				Dec. 1 Dec. 2 Agent: <u>MH</u> Tax Bill: <u>7/31/96</u> C.B. Credit: <u>—</u> Ag. Tax/Other: <u>—</u>	
6	Description of Property	District <u>01</u> Property Tax ID No. (1) <u>01-03-472880</u> Grantor Liber/Folio <u>9244/89</u> Subdivision Name <u>540 South Rolling Rd</u> Lot (3a) <u>01</u> Block (3b) <u>01</u> Sect/AR(3c) <u>01</u> Plat Ref. <u>01</u> SqFt/Acreage (4) <u>01</u>				Var. LOG ☐ (5)	
7	Transferred From	Doc. 1 - Grantor(s) Name(s) <u>MARK B. McDANIEL</u> Doc. 2 - Grantor(s) Name(s) <u>MARK B. McDANIEL</u> Doc. 1 - Owner(s) of Record, if Different from Grantor(s) <u>NOEL C. McDANIEL</u> Doc. 2 - Owner(s) of Record, if Different from Grantor(s) <u>NOEL C. McDANIEL</u>					
8	Transferred To	Doc. 1 - Grantee(s) Name(s) <u>MARK B. McDANIEL</u> Doc. 2 - Grantee(s) Name(s) <u>FIELDS TONKS McDANIEL</u> New Owner's (Grantee) Mailing Address <u>540 South Rolling Rd BALTO MD 21228</u>					
9	Other Names to Be Indexed	Dec. 1 - Additional Names to be Indexed (Optional) Dec. 2 - Additional Names to be Indexed (Optional)					
10	Contact/Mail Information	Instrument Submitted By or Contact Person Name: <u>EAST COAST TITLE</u> Firm: <u>57 W. TIMONILLUM RD #305</u> Address: <u>TIMONILLUM RD 21228</u> Phone: <u>4530030</u>				☐ Return to Contact Person ☐ Hold for Pickup ☒ Return Address Provided	
11	Assessment Information	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER Assessment Information Yes ☒ No ☐ Will the property being conveyed be the grantee's principal residence? Yes ☒ No ☐ Does transfer include personal property? If yes, identify: 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 ☐ Terminal Verification ☐ Agricultural Verification ☐ Whole ☐ Part ☐ Tran. Process Verification Transfer Number: <u>19</u> Date Received: <u>19</u> Deed Reference: <u>19</u> Assigned Property No.: <u>19</u> Year: <u>19</u> Geo.: <u>19</u> Map: <u>19</u> Sub: <u>19</u> Block: <u>19</u> Land: <u>19</u> Zoning: <u>19</u> Grid: <u>19</u> Plat: <u>19</u> Lot: <u>19</u> Buildings: <u>19</u> Use: <u>19</u> Parcel: <u>19</u> Section: <u>19</u> Ccs. Cd.: <u>19</u> Total: <u>19</u> Town Cd.: <u>19</u> Ex. St.: <u>19</u> Ex. Cd.: <u>19</u> REMARKS:					

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust encumbrance if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

5. **Hazard 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

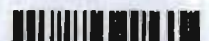
6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.



~~FIELDSTONE MORTGAGE COMPANY~~
~~2nd MORTGAGE~~
~~2nd MORTGAGE~~
Loan No. 600482

REFINANCE 2ND
DEED OF TRUST

0011759 297

THIS DEED OF TRUST is made this 9th day of AUGUST 1996
among the Grantor MARK B. MCDANIEL, NOEL C. MCDANIEL

, (herein "Borrower"),
MICHAEL J. SONNENFELD AND FAITH A. SCHWARTZ
(herein "Trustee"), and the Beneficiary,
FIELDSTONE MORTGAGE COMPANY, A MARYLAND CORPORATION
, a corporation organized and
existing under the laws of MARYLAND
whose address is 2 NORTH CHARLES STREET
BALTIMORE, MARYLAND 21201 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants
and conveys to Trustee, in trust, with power of sale, the following described property located in the County of
BALTIMORE, State of Maryland:
LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT
"A".

THIS DEED OF TRUST IS SECOND AND SUBORDINATE TO AN EXISTING FIRST TRUST
DEED LOAN NOW OF RECORD.

IMP FD SURE \$ 5.00
RECORDING FEE 28.00
RECORDATION T 238.00
TOTAL 255.00
Res# B486 Rcpt # 19879
SH BC BLK # 1598
Aug 22, 1996 11:57 am

which has the address of 540 SOUTH ROLLING ROAD, BALTIMORE
[Street] [City]
Maryland 21228 (herein "Property Address");
[Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents),
all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing,
together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the
"Property";

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated
AUGUST 9, 1996 and extensions and renewals thereof (herein "Note"), in the
principal sum of U.S. \$ 75,000.00, with interest thereon, providing for monthly
installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on
SEPTEMBER 1, 2011; the payment of all other sums, with interest thereon, advanced in
accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of
Borrower herein contained.

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

BALTIMORE COUNTY CIRCUIT COURT (Land Records) [MSA CE 62-11614] SM 11759, p. 0297. Printed 09/14/2007. Image available
of 03/04/2005.

MARYLAND-SECOND MORTGAGE -1/80-FNMA/FHLMC UNIFORM INSTRUMENT

Page 1 of 4 Form 3821

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10. 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 Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by Federal law as of the date of this Deed of Trust.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust 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 nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

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

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold 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 costs and expenses of the sale, including, but not limited to, Trustee's fees of _____ percent (____%) of the gross sale price, reasonable attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this



0011759 300

Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

20. **Release.** Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall release this Deed of Trust without charge to Borrower and mark the Note "paid" and return the Note to Borrower. Borrower shall pay all costs of recordation, if any.

21. **Substitute Trustee.** Lender, at Lender's 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 Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

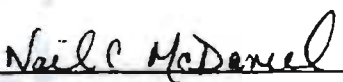
**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.


MARK B. MCDANIEL (Seal)
-Borrower

(Seal)
-Borrower


NOEL C. MCDANIEL (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

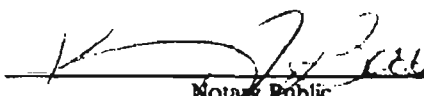
STATE OF MARYLAND,

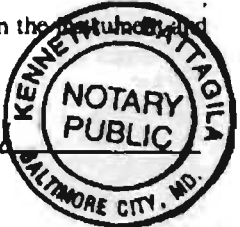
BALTIMORE County ss:

I Hereby Certify, That on this 9th day of August, 1996, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared MARK B. MCDANIEL and NOEL C. MCDANIEL, known to me or satisfactorily proven to be the person(s) whose name(s) are subscribed to within the foregoing and acknowledged that the y executed the same for the purposes therein contained.

As WITNESS my hand and notarial seal.

My Commission expires: 8-25-97


Notary Public



STATE OF Maryland

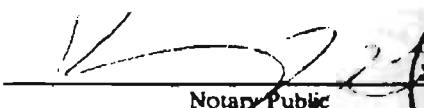
Baltimore County ss:

I Hereby Certify, That on this 9th day of August, 1996, before me, the subscriber, a Notary Public of the State of Maryland and for the City of Baltimore, personally appeared MARK B. MCDANIEL

, 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 amount of the loan secured by the foregoing Deed of Trust was disbursed by the party or parties secured to the Borrower or to the person responsible for disbursement of funds in the closing transaction or their respective agent at a time no later than the execution and delivery by the Borrower of this Deed of Trust; and 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: 8-25-97


Notary Public



(Space Below This Line Reserved For Lender and Recorder)



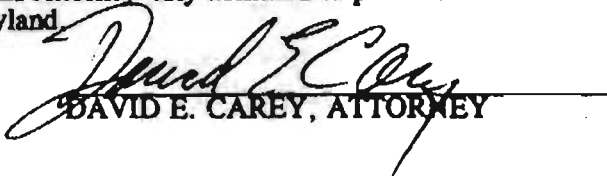
EXHIBIT "A"

BEGINNING FOR THE SAME AT A POINT IN THE CENTER OF ROLLING ROAD AT THE DISTANCE OF 731 FEET SOUTHEASTERY FROM THE CENTER OF NEW BURG AVENUE, AND RUNNING THENCE ALONG THE CENTER LINE OF ROLLING ROAD SOUTH 42 DEGREES 3 MINUTES EAST 177.3 FEET TO A POINT, AND THENCE RUNNING PARALLEL WITH NEW BURG AVENUE SOUTH 48 DEGREES WEST 743.9 FEET TO A POINT IN THE OUTLINE OF THE TRACT OF LAND OF S.P. HARWOOD, AND RUNNING THENCE ALONG THE OUTLINE OF THE TRACT AND BY SAID HARWOODS LAND AND NORTH 37 DEGREES 35 MINUTES WEST 177.9 FEET TO A POINT IN THE CORNER OF THREE ACRES OF LAND RECENTLY CONVEYED TO JAMES MCCURLEY, AND THENCE RUNNING AND BINDING ON MCCURLEY LAND NORTH 48 DEGREES EAST 730.1 FEET TO THE PLACE OF BEGINNING. CONTAINING 3 ACRES OF LAND MORE OR LESS. BEING KNOWN AS NO. 540 S. ROLLING ROAD.

SAVING AND EXCEPTING THOSE PORTIONS OF THE ABOVE DESCRIBED REAL PROPERTY MORE PARTICULARLY DESCRIBED IN THREE DEEDS DATED SEPTEMBER 2, 1964, DECEMBER 21, 1966 AND APRIL 5, 1967, RESPECTIVELY, AND RECORDED AMONG THE LAND RECORDS OF BALTIMORE COUNTY IN LIBER 4354, FOLIO 341, LIBER 4708, FOLIO 578 AND LIBER 4746, FOLIO 555, RESPECTIVELY.

The Borrower(s) hereby certify that ~~they/they are~~ she is the original Borrower(s), that the property which is subject to this Deed of Trust is ~~this~~ her principal residence and that the amount secured by this Deed of Trust has been borrowed for the purpose of refinancing and existing Deed of Trust ~~Mellon Bank~~ with MELLON BANK; which Deed of Trust/Mortgage was recorded among the Land Records of BALTIMORE COUNTY in Liber No. 11066, folio 408, and that the principal balance due under that Deed of Trust ~~Mortgage~~ as of this date is \$ 29103.69.

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.


DAVID E. CAREY, ATTORNEY

Open-End Deed of Trust

011066.408



Mellon Bank

IL-1232 Rev. (9/94) L.C.(8/94) L.D. 8/94

Election District (Prince George's County Only): _____

NOTICE: THIS DOCUMENT SECURES A REVOLVING LINE OF CREDIT EVIDENCED BY AN AGREEMENT WHICH CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE

Maryland - Residential Property

Parcel Identifier (Montgomery County Only): _____

This Deed of Trust is made this 26

day of May, 19 95, between
MARK B BOHANAN
AKA MARK B MCDANIEL

(hereinafter called "Trustor"), whose mailing address is
540 S ROLLING RD

CATONSVILLE MD 21228

LARRY GRIST

(hereinafter called "Trustee"),

whose mailing address is 1901 RESEARCH BLVD
ROCKVILLE, MD 20850

As used herein, the term "Trustor" refers individually and collectively to all Trustors, and all such persons shall be jointly and severally bound by the terms hereof.

MARK B MCDANIEL

WHEREAS,

(hereinafter individually and collectively called "Borrower")
(has) (have) entered into an agreement (the "Agreement")
dated May 26, 19 95,
to MELLON BANK (MD)

(the "Beneficiary"), whose mailing address is
1901 RESEARCH BLVD
ROCKVILLE, MD 20850

pursuant to which Borrower is entitled to obtain advances
from Beneficiary from time to time in an amount not to
exceed at any one time, in the aggregate,

\$ 30,000.00, which Agreement
evidences Borrower's obligation to pay loans and advances
made under the Agreement:

NOW, THEREFORE, to induce Beneficiary to make
loans and advances to or on behalf of Borrower pursuant
to the Agreement, to secure the payment of all sums due or
which may become due under the Agreement and any and
all extensions or renewals thereof in whole or in part (all of
which is hereinafter called the "Obligation"), and to secure
performance of all obligations under the Agreement and
this Deed of Trust, Trustor by these presents, intending to
be legally bound, does grant, bargain, sell, and convey unto
Trustee all that certain property situated in

BALTIMORE

County, Maryland, and more particularly described in
Exhibit "A" attached hereto and made a part hereof;

TOGETHER WITH ALL the buildings and improve-
ments now or hereafter erected thereon, the privileges and
appurtenances thereunto belonging, and the reversions
and remainders, rents, issues, and profits thereof (all of
which is hereinafter called the "Property");

TO HAVE AND TO HOLD the same unto Trustee in
trust, with power of sale.

PROVIDED, HOWEVER, that if the principal amount
of the Obligation (which is the outstanding principal
balance of loans or advances made pursuant to the
Agreement and any amounts which Beneficiary has elected
to pay under Paragraphs Fifth and Seventh hereof) shall at
any time exceed the credit limit stated in the Agreement,
which is

\$ 30,000.00, any amount in excess
of the credit limit shall not be secured by this Deed of
Trust; and provided further that upon payment in full of
the Obligation and cancellation of the Agreement,
Beneficiary shall request Trustee to release this Deed of
Trust and shall produce for Trustee duly cancelled all
notes evidencing indebtedness secured hereby. Trustee
shall release this Deed of Trust without further inquiry or
liability.

TRUSTOR and BENEFICIARY represent, warrant,
covenant, and agree as follows:

FIRST: This Deed of Trust shall secure not only existing
indebtedness, but also future advances made pursuant to
the Agreement (the terms of which are incorporated
herein by reference as if fully set forth), and shall continue
in full force and effect, although there may be no advances
made at the time of execution of this Deed of Trust and
although there may be no indebtedness outstanding at the
time any advance is made; and this Deed of Trust shall be
released only upon the occurrence of the conditions stated
above.

SECOND: Trustor will keep and perform all the covenants
and agreements contained herein.

THIRD: Except where permitted by federal law as of the
date of this Deed of Trust, without prior written consent of
Beneficiary, Trustor shall not cause or permit legal or
equitable title to all or part of the Property to become
vested in any other person or entity by sale, operation of
law, or in any other manner, whether voluntarily or
involuntarily.

FOURTH: Trustor warrants that Trustor is lawfully seized
of the estate hereby conveyed and has the right to grant
and convey the Property, and that the Property is free and
clear of all liens, claims, and encumbrances except those to

which Beneficiary has consented in writing. Trustor covenants that the Property shall continue to be held free and clear of all liens, claims, and encumbrances except as expressly permitted by Beneficiary in writing.

FIFTH: Trustor will pay when due all taxes, assessments, levies, and other charges on or against the Property which may attain priority over this Deed of Trust and leasehold payments or ground rents, if any. If Trustor fails to do so, at its sole option Beneficiary may elect to pay such taxes, assessments, levies, or other charges. At Beneficiary's request, Trustor shall deliver written evidence of all such payments to Beneficiary.

SIXTH: Trustor shall keep the Property in good repair, excepting only reasonable wear and tear. Trustor will permit Beneficiary's authorized representative to enter upon the Property at any reasonable time for the purpose of inspecting the condition of the Property. Without the written consent of Beneficiary, Trustor will not permit removal or demolition of improvements now or hereafter erected on the Property, nor will Trustor permit waste of the Property or alteration of improvements now or hereafter erected on the Property which would adversely affect its market value as determined by Beneficiary. If this Deed of Trust is on a leasehold, Trustor shall comply with the provisions of the lease, and if the Trustor acquires fee title to the Property, the leasehold and fee title shall not merge unless Beneficiary agrees to the merger in writing.

SEVENTH: Trustor shall keep the Property insured against loss by fire, all other hazards contemplated by the term "extended coverage," and such other risks and hazards as Beneficiary shall require, in such amounts and for such terms as Beneficiary shall require. Trustor will purchase flood insurance as and to the extent required by Beneficiary or by law or regulation. The Trustor may choose any insurer or insurers authorized to sell insurance in the State of Maryland. All insurance policies shall contain loss payable clauses in favor of Beneficiary and shall be cancellable by the insurer only after prior written notice by the insurer to Beneficiary. Trustor shall deliver written evidence of all such insurance to Beneficiary.

If Trustor fails to obtain and keep in force any required insurance or fails to pay the premiums on such insurance, Beneficiary at its sole option may elect to do so. In the event of loss, Trustor shall give prompt notice to Beneficiary and make proper proof of loss to the insurer. Beneficiary at its option may elect to make proper proof of loss if Trustor does not do so promptly, and to take any action it deems necessary to preserve Trustor's or Beneficiary's rights under any insurance policy. Beneficiary may require that the insurance proceeds for any loss be

paid directly to Beneficiary only and not jointly to Trustor and Beneficiary. Trustor hereby appoints Beneficiary and its successors and assigns as Trustor's attorney-in-fact to endorse Trustor's name to any draft or check which may be payable to Trustor in order to collect any insurance proceeds.

Upon foreclosure of this Deed of Trust, or exercise of the power of sale given to Trustee, or acquisition of the Property by Beneficiary or its assigns, all right, title and interest of Trustor in and to the policies and proceeds thereof and sums payable thereunder shall forthwith pass automatically to the purchaser of said Property.

EIGHTH: Trustor hereby agrees to repay Beneficiary on demand all sums which Beneficiary has elected to pay under Paragraphs Fifth and/or Seventh, and all such sums, until repaid to Beneficiary, shall be a part of the Obligation and shall bear interest at the highest rate permitted by law (but not exceeding the contractual rate or rates of interest applicable to the Obligation by the terms of the Agreement).

NINTH: Subject to the rights of the holders of any prior mortgage or deed of trust, Trustor hereby assigns to Beneficiary all proceeds of any award in connection with any condemnation or other taking of the Property or any part thereof, or payment for conveyance in lieu of condemnation.

TENTH: If the Property or any portion thereof consists of a unit in a condominium or planned unit development, Trustor shall perform all of Trustor's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws, rules, and regulations of the condominium or planned unit development, and related documents. If a condominium or planned unit development rider is executed by Trustor and recorded with this Deed of Trust, the covenants and agreements of such rider shall be incorporated herein as if the rider were a part hereof.

ELEVENTH: In order to further secure Beneficiary in the event of default in the payment of the Obligation or in the performance by Trustor or any of the covenants, conditions or agreements contained herein, Trustor hereby assigns and transfers to Beneficiary and its successors and assigns any and all leases on the Property or any part thereof, now existing or which may hereafter be made at any time, together with any and all rents, issues, and profits arising from the Property under said leases or otherwise. Beneficiary shall have no obligation to perform or discharge any duty or liability under such leases, but shall have full authorization to collect all rents under the leases or otherwise, and to take any action, including legal action, it deems necessary to preserve Trustor's or Beneficiary's

rights under such leases. Trustor shall not collect any rent in advance of the date it is due.

TWELFTH: In the event that (a) any Borrower has engaged in fraud or material misrepresentation in connection with the line of credit evidenced by the Agreement; (b) Borrower(s) fail to meet any of the repayment terms of the Agreement; (c) action or inaction of any Borrower adversely affects the Property, any other property securing the Agreement, or Beneficiary's rights in the Property or such other property; (d) any Borrower sells or otherwise transfers ownership of the Property to someone who is not a Trustor; (e) any Borrower dies, and the death will result in transfer of ownership of the Property to someone who is not a Trustor; (f) all Borrowers have died; or (g) a Borrower is an executive officer, as defined in Federal Reserve Board Regulation O, of Beneficiary, and a condition described in a separate loan acceleration agreement executed by that Borrower has occurred; then, in addition to exercising any rights which Beneficiary may have under the terms of the Agreement or any agreement securing repayment of, or relating to, any portion of the Obligation or which are otherwise provided by law, Beneficiary may declare the Obligation immediately due and payable and may cause the exercise of power of sale granted herein and direct Trustee to sell the Property for the collection of the Obligation and all expenses of the sale, such expenses to include (1) reasonable attorney's fees actually incurred, not to exceed the lesser of (a) 20% of the amount due or \$500, whichever is greater, or (b) the maximum amount permitted by law; and (2) Trustee's fees of 5% of the gross sale price. In lieu of sale pursuant to the power of sale conferred hereby, at the option of Beneficiary this Deed of Trust may be foreclosed in the manner provided by law for the foreclosure of mortgages on real property. Trustor waives all exemptions from levy on and sale of the Property or any part thereof, and agrees that to the extent permitted by law, an action may be maintained by Beneficiary to recover a deficiency judgment for any balance due hereunder.

If Beneficiary invokes the power of sale, Beneficiary shall give written notice to Trustee of the occurrence of an event of default and of Beneficiary's election to cause the Property to be sold. Trustee shall mail copies of such notice in the manner prescribed by applicable law to Trustor and to the other persons prescribed by applicable law. After the lapse of such time as may be required by applicable law, and after such publication and posting of the notice of sale as may be required by applicable law, Trustee, without demand on Trustor, shall sell the property at public auction to the highest bidder for cash in lawful money of the United States at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. 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. Beneficiary or Beneficiary's designee may purchase the Property for cash or for credit at any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, express or implied. The recitals in Trustee's deed shall be prima facie evidence of the truth of the statements made therein.

THIRTEENTH: The rights and remedies of Beneficiary provided herein, in the Agreement, or in any other agreement securing repayment of, or relating to, any portion of the Obligation, or otherwise provided by law, shall be cumulative and may be pursued singly, concurrently, or successively at Beneficiary's sole discretion, and may be exercised as often as necessary, and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

FOURTEENTH: Beneficiary, without notice to Trustor, may deal with the Obligation and any collateral security therefore in such manner as Beneficiary may deem advisable and may accept partial payment for or settle, release, or compromise the Obligation, may substitute or release any collateral security, and may release and discharge from liability any Trustor, all without impairing the estate granted hereby or the obligations of Trustor hereunder.

FIFTEENTH: The covenants, conditions, and agreements contained herein shall bind the heirs, personal representatives, and successors of Trustor, and the rights and privileges contained herein shall inure to the successors and assigns of Beneficiary.

SIXTEENTH: This Deed of Trust shall be governed in all respects by the laws of the State of Maryland. If any provision hereof shall for any reason be held invalid or unenforceable, no other provision shall be affected thereby and this Deed of Trust shall be construed as if the invalid or unenforceable provision had never been part of it.

SEVENTEENTH: Except for any notice required under applicable law to be given in another manner, (a) any notice to Trustor provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail to Trustor's address stated herein or at such other address as Trustor may designate by notice to Beneficiary as provided herein, and (b) any notice to Beneficiary shall be given by certified mail to Beneficiary's address stated herein or to such other address as Beneficiary may designate by notice to Trustor as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Trustor or Beneficiary when given in the manner designated herein.

EIGHTEENTH: Beneficiary may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without

conveyance of the Property, the successor trustee shall succeed to all title, power and duties conferred upon Trustee herein and by applicable law.

Witness the due execution and sealing hereof the day and year first above written:

Signatures

Witness Steven Pinnia

Witness Steven Pinnia

Witness

Witness

Mark B. Bohanan (Seal)

Trustor MARK B BOHANAN

Mark B. Mcdaniel (Seal)

Trustor AKA MARK B MCDANIEL

Trustor

Trustor

Acknowledgment

STATE OF MARYLAND, Baltimore County ss: I hereby certify, that on this 26 day of MAY, in the year 1995, before the subscribed, a notary public, personally appeared MARK B. MCDANIEL and acknowledged the foregoing Deed of Trust to be his act, and that he executed the same for the purposes therein contained.

AS WITNESS: my hand and notarial seal.

William J. Pinnia
Notary Public

My Commission Expires: 10/20/97

Affidavit of Consideration

STATE OF MARYLAND, Montgomery County ss:

I Hereby Certify, That on this 30 day of May, 19 95, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared

Steven Pinnia, the agent of the party secured by the foregoing Deed of Trust, and made oath in due form of law (1) that the consideration recited in the Deed of Trust is true and bona fide as set forth therein; and (2) that (s)he is the agent of the secured party and is duly authorized to make this affidavit.

AS WITNESS: my hand and notorial seal.

ANTHONY BEN CRISAFULLI
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires May 18, 1997

Notary Public

Certification

I hereby certify that the foregoing Deed of Trust was prepared by an attorney admitted to practice before the Maryland Court of Appeals, under his supervision, or by one of the parties named in the Deed of Trust.

Steven Pinnia
Authorized Signature
Steven Pinnia

From
MARK B BOHANAN
AKA MARK B MCDANIEL

To
MELLON BANK (MD)

Recorder mail to
MELLON BANK N.A.
P.O. BOX 149
PITTSBURGH, PA 15230-0149

099999999
0670 00155

EXHIBIT A
State of Maryland, County of Baltimore,

BEGINNING for the same at a point in the center of Rolling Road at the distance of 731 feet Southeasterly from the center of New Burg Avenue, and running thence along the Center line of Rolling Road South 42 degrees 3 minutes East 177.3 feet to a point, and thence running parallel with New Burg Avenue South 48 degrees West 743.9 feet to a point in the outline of the tract of land of S.P. Harwood, and running thence along the outline of the tract and by said Harwood's land and North 37 degrees 35 minutes West 177.9 feet to a point in the corner of three acres of land recently conveyed to James McCurley, and thence running and binding on McCurley's land North 48 degrees East 730.1 feet to the place of beginning. Containing 3 acres of land more or less. Being known as No. 540 S. Rolling Road.

SAVING AND EXCEPTING those portions of the above described real property more particularly described in three deeds dated September 2, 1964, December 21, 1966 and April 5, 1967, respectively, and recorded among the Land Records of Baltimore County in Liber 4354, folio 341, Liber 4708, folio 578 and Liber 4746, folio 555, respectively.

This is the principal residence of Mark McDaniel who reside at 540 S Rolling Rd, Catonsville, MD 21228. They are the principal mortgagors of the mortgage at liber 10484 and folio 387 which is being refinanced in the sum of \$30,000.00. The unpaid balance being \$9,649.94 and the difference is \$20,350.06.

052595 08:59

IBER 9 2 4 4 PAGE 0 8 9

NO TITLE EXAMINATION
NO SURVEY
NO CASH CONSIDERATION

DEED

THIS DEED, is made this 13th day of March, in the year one thousand nine hundred and ninety-two (1992), by and between JAMES T. COX of Baltimore County, State of Maryland, party of the first part and MARK B. BOHANAN, of Baltimore County, State of Maryland, party of the second part.

WITNESSETH, That in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the actual cash consideration being Zero Dollars (\$0.00), James T. Cox does grant and convey unto Mark B. Bohanan, his personal representatives, successors and assigns, in fee simple, all that lot of ground situate in Baltimore County, State of Maryland, and described as follows:

SEE EXHIBIT A attached hereto and specifically incorporated herein which more particularly describes the real property known as 540 S. Rolling Road, Baltimore County, Maryland, consisting of approximately 1.083 acres of land, more or less.

0 AC/F	18.00
00 INP	5.00
SEED	
00 CLERK	23.00

AT 5001 7001 500 710

BEING the same lot of ground which by deed dated the 8th day of December, 1982 and recorded among the Land Records of Baltimore County in Liber E.K.H. Jr., No. 6470, folio 751, was granted and conveyed by James T. Cox unto James T. Cox and Jeanne H. Bohanan, as joint tenants. The said Jeanne H. Bohanan having died April 17, 1991, survived by James T. Cox.

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation

TRANSFER TAX NOT REQUIRED
Director of Finance
BALTIMORE COUNTY MARYLAND
Per Elizabeth H. G.
Authorized Signature
Date 6-24-92 Sec. 33-139

[illegible]

LIBER 9244 PAGE 090

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 Mark B. Bohanan, his personal representatives, successors and assigns, forever, in fee simple.

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

WITNESS the hand and seal of the party of the first part, the Grantor herein.

WITNESS:

James T. Cox *James T. Cox* (SEAL)
JAMES T. COX

STATE OF MARYLAND, CITY (COUNTY) OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 13th day of March, 1992, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared JAMES T. COX, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged that he executed the same for the purpose therein contained.

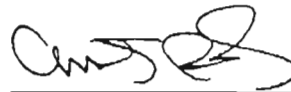
WITNESS my hand and Notarial Seal:

John N. Brown
Notary Public
My Commission Expires: 1-1-96

LIBER 9244 PAGE 091

CERTIFICATION

I HEREBY CERTIFY, that the within instrument was prepared by the undersigned, an attorney admitted to practice law by the Court of Appeals of Maryland.



Anthony P. Palaigos

G:07270047.D
HRP:030492

SM 9244 p. 0092

EXHIBIT A

BEGINNING for the same at a point in the center of Rolling Road at the distance of 731 feet Southeasterly from the center of New Burg Avenue, and running thence along the Center line of Rolling Road South 42 degrees 3 minutes East 177.3 feet to a point, and thence running parallel with New Burg Avenue South 48 degrees West 743.9 feet to a point in the outline of the tract of land of S.P. Harwood, and running thence along the outline of the tract and by said Harwoods land and North 37 degrees 35 minutes West 177.9 feet to a point in the corner of three acres of land recently conveyed to James McCurley, and thence running and binding on McCurley's land North 48 degrees East 730.1 feet to the place of beginning. Containing 3 acres of land more or less. Being known as No. 540 S. Rolling Road.

SAVING AND EXCEPTING those portions of the above described real property more particularly described in three deeds dated September 2, 1964, December 21, 1966 and April 5, 1967, respectively, and recorded among the Land Records of Baltimore County in Liber 4354, folio 341, Liber 4708, folio 578 and Liber 4746, folio 555, respectively.

THIS DEED, Made this 8th day of December, 1982,

by and between JAMES T. COX, of the County of Baltimore, State of Maryland, party of the first part; and ✓JAMES T. COX and ✓JEANNE H. BOHANAN, of the County of Baltimore, State of Maryland, parties of the second part.

WITNESSETH, That in consideration of valuable considerations, with no monetary consideration, the party of the first part does hereby grant and convey unto the said parties of the second part, as joint tenants, their heirs and assigns, in fee simple, all that lot of ground situate and lying in Baltimore County, in the State of Maryland, and described as follows, that is to say:

BEGINNING for the same at a point in the center of Rolling Road at the distance of 731 feet Southeasterly from the center of New Burg Avenue, and running thence along the Center line of Rolling Road South 42 degrees 3 minutes East 177.3 Feet to a point, and thence running parallel with New Burg Avenue South 48 degrees West 743.9 feet to a point in the outline of the tract of land of S.P. Harwood, and running thence along the outline of the tract and by said Harwood's land and North 37 degrees 35 minutes West 177.9 feet to a point in the corner of three acres of land recently conveyed to James McCurley, and thence running and binding on McCurley's land North 48 degrees East 730.1 feet to the place of beginning. Containing 3 acres of land more or less. Being known as No. 540 S. Rolling Road.

BEING the same lot of ground conveyed by James B. Cox and Pearl R. Cox, his wife unto the Grantor herein which was dated July 15, 1961, and recorded among the Land Records of Baltimore County in Liber W.J.R. 3868, folio 378.

TOGETHER WITH the buildings and improvements thereupon; and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises unto and to the use of the parties of the second part, as joint tenants, their heirs and assigns, in fee simple.

AND the said Grantor hereby covenants that he has not done nor suffered to be done any act, matter or thing whatsoever to encumber the

RECEIVED OF
BALTIMORE COUNTY
NOTARY PUBLIC
DATE 12/18/82
BY JAMES T. COX

TRANSFER TAX NOT REQUIRED
Director of Finance
BALTIMORE COUNTY, MARYLAND
Per [Signature]
Authorizing Signature
Date 12/17/82 Sec. 11:85 c

NO CONSIDERATION
NO TITLE EXAMINATION

TRANSFER TAX
NOT APPLICABLE
SIGNATURE [Signature] DATE 12/17/82

LIBER 6470 PAGE 752

the property hereby conveyed; and that he will warrant specially the property hereby granted and conveyed, and that he will execute such further assurances of said land as may be requisite.

WITNESS, the hand and seal of the within named Grantor.

Ellen Casco
Witness

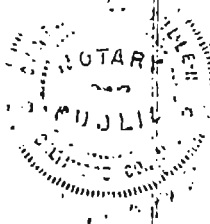
James T. Cox (SEAL)
JAMES T. COX

STATE OF MARYLAND,

COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 8 day of November, 1982, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared JAMES T. COX, the within named Grantor and he acknowledged the foregoing Deed to be his respective act.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal.



Cynthia G. Miller
NOTARY PUBLIC

My Commission Expires:

July 1986

Per Elmer H. Kahline, Jr., Clerk
Mail to Hahn & Durkee
Receipt No. 13.00

B RC/F 13.00
DEED 13.00
EHK JR T 13.00
#18739 C004 R01 T08
12/29

NO STAMPS REQUIRED
NO TITLE EXAMINATION
FEE SIMPLE DEED—~~State~~—County or City

LIBER 4746 PAGE 555

This Deed, Made this 5th day of APRIL

in the year nineteen hundred and SIXTY-SEVEN, by and between

JAMES T. COX, single

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

ROBERT J. McDANIEL and MARIE ROSE McDANIEL, his wife, of Baltimore County, State of Maryland,

of the second part.

WITNESSETH, that in consideration of the sum of Five (\$5.00) Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged,

the said party of the first part

does grant and convey unto the said parties of the second part, as tenants by the entireties, their assigns and unto the survivor of them, his or her heirs

and assigns, in fee simple, all that lot of ground

, situate, lying and being

in Baltimore County, State aforesaid, and described as follows, that is to say:—

BEGINNING for the same at a point on the fourth line of the land described in a Deed from Mamie E. Greinus to James B. Cox and wife dated March 2, 1942, and recorded among the Land Records of Baltimore County in Liber C. H. K. No. 1218, folio 152, etc., at the end of the first line of the land described in a Deed from James T. Cox, et al, to Robert J. McDaniels in August, 1964, thence running and binding on the second line of the Deed secondly mentioned above South 48 degrees 10 minutes East 120.0 feet; thence running for a line of division now made South 41 degrees 50 minutes West 31.60 feet to intersect the third line of the land described in a Deed from James T. Cox, et al, to Herbert L. Bent and wife in October, 1966; thence running in a reverse direction and binding on a part of the said third line North 48 degrees 10 minutes West 120.0 feet to intersect the above mentioned fourth line of the whole tract; thence running and binding on a part of said fourth line North 41 degrees 50 minutes East 31.60 feet to the point of beginning. Containing 0.087 of an acre, more or less.

BEING a portion of the lot of ground which, by Deed dated July 15, 1961, and recorded among the Land Records of Baltimore County in Liber W. J. R. 3868, folio 378, was granted and conveyed by James B. Cox and wife unto the within named Grantor.

2012 9 7 6 AM 25

1038 MSC

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

TO HAVE AND TO HOLD the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed; unto and to the proper use and benefit of the said parties of the second part, as tenants by the entireties, their assigns and unto the survivor of them

his or her heirs and assigns, in fee simple.

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

WITNESS the hand and seal of said grantor ,

TEST.

James B. H. Carr } James T. Cox (SEAL)
THOMAS B. H. CARR } James T. Cox (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 7th day of April, 1967, before me, a Notary Public of said State, personally appeared JAMES T. COX known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and who acknowledged that he executed the same for the purpose therein contained, ~~and that~~
~~said instrument was his free and voluntary act and deed.~~
Notary Public for the State of Texas

AS WITNESS my hand and Notarial Seal.

My commission expires June 1, 1967 Thomas R. H. Calk Notary Public.

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

Rec'd for record APR 25 1967 at San Jose, California
Per Orville T. Connell, Clerk Attorney
Mail to CALLAHAN & CALWELL
Receipt No. 114019 \$ 5.00

This Deed, Made this 21st day of December

in the year one thousand nine hundred and sixty-six-----, by and between ✓ JAMES T. COX,
single-----

of Baltimore County----- in the State of Maryland, of the first part, and
✓ HERBERT L. BENT and ✓ ETHEL M. BENT, his wife, of Baltimore County, in the State of
Maryland-----
of the second part.

Witnesseth, that in consideration of the sum of FIVE DOLLARS (\$5.00) and other good and
valuable considerations, the receipt whereof is hereby acknowledged-----
the said JAMES T. COX, single-----

do es grant and convey unto the said HERBERT L. BENT and ETHEL M. BENT, his wife, as
tenants by the entireties, their assigns and unto the survivor of them, his or her----

heirs and assigns, in fee simple, all that lot or parcel---- of ground, situate, lying and being in
Baltimore County, State of Maryland-----, aforesaid, and described as follows, that is to say:—
According to survey by Robert C. Morris Reg. Surveyor, dated July 16, 1960.

Beginning for the same at a pipe set at the end of the second line of the land
described in the Deed from Marie E. Greinus to James B. Cox and wife, dated March 2, 1942
and recorded among the Land Records of Baltimore County in Liber C.H.K. No. 1218 folio
152 etc, thence running and binding on the third line of said deed North 45 degrees 16
minutes West 177.9 feet; thence running and binding on a part of the fourth line North
41 degrees 50 minutes East 397.00 feet to a pipe now set; thence running for a line of
division, South 48 degrees 10 minutes East 177.3 feet to a pipe now set and to intersect
the above mentioned second line; thence running and binding on a part of said second
line South 41 degrees 50 minutes West 405.9 feet to the point of beginning. Containing
1. 62 acres more or less and being a part of the land conveyed in the Deed mentioned
above. Situate in the rear of 540 S. Rolling Road.

or
BEING part/ the same lot of ground which by Deed dated July 15, 1961 and recorded among
the Land Records of Baltimore County, in Liber W.J.R. No. 3868 folio 378 was granted and
conveyed by JAMES B. COX and PEARL R. COX, his wife, to JAMES T. COX, single, the within
Grantor.



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

HERBERT L. BENT and ETHEL M. BENT, his wife, as tenants by the entirety, their assigns and unto the survivor of them, his or her-----

----- heirs and assigns, in fee simple.

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

Witness the hand and seal of said grantor

TEST:

JOHN C. RYAN

JAMES T. COX

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE-----, to wit:

I HEREBY CERTIFY, That on this 21st-----day of December----- in the year one thousand nine hundred and sixty-six-----, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared JAMES T. COX, single-----

the above named grantor--, and he-----acknowledged the foregoing Deed to be his-----act.

As Witness my hand and Notarial Seal.



Notary Public.

JOHN C. RYAN

REC 23 1966 at 12:31 M

Per Cora L. Rossall, Clerk

SECURITY GUARANTEE CO.

Receipt No. 93554

This Deed, Made this 2nd day of September
in the year nineteen hundred and sixty-four, by and between
JAMES T. COX, single

of Baltimore County in the State of Maryland, of the first part, and
ROBERT J. McDANIEL and MARIE ROSE McDANIEL, his wife of Baltimore County,
State of Maryland
of the second part.

WITNESSETH, that in consideration of the sum of Five (\$5.00) Dollars and other good
and valuable considerations the receipt of which is hereby acknowledged

the said party of the first part

does grant and convey unto the said parties of the second part as tenants by the
entireties their assigns and unto the survivor of them, his or her heirs
and assigns, in fee simple, all that lot of ground

situate, lying and being
in Baltimore County, State aforesaid, and described as follows, that is to say:—

BEGINNING for the same at a pipe set on the Southwest edge of the right of
way of Rolling Road, as now widened and located where the fourth line of
the deed from Mamie E. Greinus to James B. Cox and wife, dated March 2,
1942 and recorded among the Land Records of Baltimore County in Liber
C.R.K. No. 1218 folio 152 etc., intersects said right of way, thence
running in a reverse direction and binding on a part of said fourth line
South 41 degrees 50 minutes West 271.50 feet thence running for a line
of division south 48 degrees 10 minutes east 120.00 feet to a pipe now
set thence running north 41 degrees 50 minutes east 81.00 feet to a pipe
now set; thence running north 48 degrees 10 minutes west 110.00 feet to
the center of a twenty foot right of way; thence running along the center
of said 20 foot right of way, with the use thereof in common with others
entitled thereto, north 41 degrees 50 minutes east 190.5 feet to the
Southwest edge of the right of way of Rolling Road; thence running and
binding on the southwest side of Rolling Road north 48 degrees 09 minutes
west 10.00 feet to the point of beginning. Containing 0.21 of an acre
more or less and being a part of the land conveyed in the deed mentioned
above. The improvements thereon to be known as 538 S. Rolling Road.

BEING a portion of the lot of ground which by Deed dated July 15, 1961
and recorded among the Land Records of Baltimore County in Liber W.J.R.
3886 folio 378 was granted and conveyed by James B. Cox and Pearl R. Cox
his wife unto the within named Grantor.

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; unto and to the proper use and benefit of the said parties of the second part as tenants by the entireties their assigns and unto the survivor of them, his or her heirs and assigns, in fee simple.

PAID — Baltimore County, Md. — Office of Finance

9-364 8021 • 51734 PPJ- 3.06
9-364 8021 • 51734 PPJ- 3.06

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

WITNESS the hand and seal of said grantor ,

TEST.

James T. Cox (SEAL)
James T. Cox

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 2nd day of September 1964 , before me, a Notary Public of said State, personally appeared James T. Cox known to me, (or satisfactorily proven) to be the person (s) whose name(s) is/are subscribed to the within instrument, and who acknowledged that he executed the same for the purpose therein contained, ~~and that he is a resident of the City of Baltimore, Maryland, and that he is a resident of the City of Baltimore, Maryland, and that he is a resident of the City of Baltimore, Maryland.~~

AS WITNESS my hand and Notarial Seal.

Richard H. Gill
Notary Public

Rec'd for record SEP 4 1964 at *94* M

May 3, 1965

By *Robert R. Gill*, Clerk

K to CALLAHAN & CALWELL

City and County Form.

LIBER 4354 PAGE 343

This Mortgage, Made this.....2nd.....day of.....September....., in the year one thousand, nine hundred and.....sixty-four....., between.....
ROBERT J. McDANIEL and MARIE ROSE McDANIEL, his wife
ofBaltimore County....., in the State of Maryland, Mortgagor, and the
BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated,
Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance ofFIFTEEN THOUSAND and 00/100..... (\$15,000.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with Six (6%) per cent per annum for the period interest thereon from the date hereof at the rate of/of construction not to exceed 5 months and days and thereafter at the rate of 5 3/4% per cent per annum in the manner following:

By the payment ofEighty eight and 68/100..... (\$88.68) Dollars, commencing on the first day ofOctober....., 1964, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

NOW, THEREFOR, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all.....that.....lot(s) of ground situate and lying inBaltimore County....., in said State, and described as follows:

BEGINNING for the same at a pipe set on the southwest edge of the right of way of Rolling Road, as now widened and located, where the fourth line of the deed from Mamie E. Greinus to James B. Cox and wife, dated March 2, 1942 and recorded among the Land Records of Baltimore County in Liber CHK 1218 folio 152, etc., intersects said right of way, thence running in a reverse direction and binding on a part of said fourth line South 41 degrees 50 minutes west 271.50 feet thence running for a line of division south 49 degrees 10 minutes east 120.00 feet to a pipe now set, thence running north 41 degrees 50 minutes east 81.00 feet to a pipe now set, thence running north 48 degrees 10 minutes west 110.00 feet to the center of a twenty foot right of way; thence running along the center of said 20 foot right of way, with the use thereof in common with others entitled thereto, north 41 degrees 50 minutes east 190.5 feet to the southwest edge of the right of way of Rolling Road; thence running and binding on the southwest side of Rolling Road north 48 degrees 09 minutes west 10.00 feet to the point of beginning. Containing 0.21 of an acre more or less and being a part of the land conveyed in the deed mentioned above. The improvements thereon to be known as 538 S. Rolling Road.

BEING the same lot of ground which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Baltimore County immediately prior hereto was granted and conveyed by James T. Cox unto the within named Mortgagors.



AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland passed at the January Session of the General Assembly in the year 1955 or any supplement, amendment, or addition thereto.

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years next to come and specified therein, with the benefit of power and forever subject to the payment of the yearly rent of Forever, in fee simple.

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

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

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the covenants or conditions hereof for thirty days; (9) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or James D. Laudeman, Jr., its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland and the Maryland Rules of Procedure, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of \$125.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

WYRELESS the corporate seal of the said Morgenson and the signature of its African President.

WITNESS:

Robert J. McDaniel

Robert J. McDaniel

..(SEAL)

110

Hon. Roy M. Paul (SEAL)

Marie Rose McDaniel

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 2nd day of September, 1964, before

me, a Notary Public of said State, personally appeared.

Robert J. McDaniel and Marie Rose McDaniel, his wife

known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, acknowledged that they executed the same for the purposes therein contained, ~~as the~~
~~solely authorized agent of the said mortgagor, or as the sole authorized agent of the said mortgagor, or as the~~

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

AS WITNESS my hand and Notarial Seal.

Notary Public

My commission expires May 3, 1965.

Rec'd for record SEP 4 1964 at

Per Robert R. Gill, Clerk

CALLAHAN & CALWELL

J Neubauer Agent for Weaver Bros Inc of Maryland and made oath in due form of law that the consideration named in the foregoing Mortgage is true and bona fide as therein set forth and also made oath that he is the agent of the within named Mortgagee

witness my hand and notarial seal

(Notarial Seal)

John G Rose

Notary Public

FOR VALUE RECEIVED WEAVER BROS INC OF MARYLAND hereby assigns the within and foregoing Mortgage and the mortgage debt secured thereby unto the Metropolitan Life Insurance Company

As Witness the signature of said body corporate Assignor by the hand of Sidney H Tinley Jr its Vice-President and its corporate seal hereto affixed this 15th day of April 1948

Witness

WEAVER BROS INC OF MARYLAND

Roy E Paddock

By Sidney H Tinley Jr - (Seal)

Assistant Secretary (Corporate Seal)

Vice-President

(Recorded May 5 1948 at 8:50 AM & exd per) T Braden Silcott - Clerk (Red by dps
Exd B K & D C

New York New York October 24 1951. "For value received METROPOLITAN LIFE INSURANCE COMPANY hereby releases the within mortgage. WITNESS the signature and seal of said corporation by its third vicepresident and assistant secretary this 24th day of October 1951

WITNESSES Marion Rinaldi
Marion Rinaldi
S Frank Clouting
S Frank Clouting

METROPOLITAN LIFE INSURANCE COMPANY
By Norman Carpenter third vice president
Norman Carpenter
By J E McGurk assistant secretary
J E McGurk (CORPORATE SEAL)

Rec Nov 3 1951 at 11:00 AM & exd per George L Eyerly clerk red by jbm:el 11/5/51

50502 Anna E Meehan et al) THIS DEED Made this 12th day of April in the year one thousand
Deed to James B Cox et al) nine hundred and forty-eight by and between Anna E Meehan widow
US_2220__SS_2220-----) and Elizabeth Ann Meehan Single of Baltimore City in the State
of Maryland parties of the first part and James B Cox and Pearl R Cox his wife of Baltimore
County in the State of Maryland parties of the second part

WITNESSETH that in consideration of the sum of Five Dollars (\$5.00) and other good and valuable considerations the receipt whereof is hereby acknowledged the said parties of the first part do hereby grant and convey unto the said parties of the second part as tenants by the entireties their assigns the survivor of them his or her heirs and assigns 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 at a point in the center of Rolling Road at the distance of 731 feet Southeasterly from the center of New Burg Avenue and running thence along the center line of Rolling Road South 42 degrees 3 minutes East 177.3 feet to a point and thence running parallel with New Burg Avenue South 48 degrees West 743.9 feet to a point in the outline of the tract of land of S P Harwood and running thence along the outline of the tract and by said Harwoods land North 37 degrees 35 minutes West 177.9 feet to a point in the corner of three acres of land recently conveyed to James McCurley and thence running and binding on McCurley's land North 48 degrees East 730.1 feet to the place of beginning Containing 3 acres of land more or less Being known as No 540 S Rolling Road

BEING all and the same lot of ground which by Lease dated March 2 1942 and recorded among the Land Records of Baltimore County in Liber C H K No 1218 folio 153 was demised and leased

DEL PER TICKET JUN 29 1951

by James B Cox and wife to Title Inc for the term of ninety-nine years renewable forever at and under the annual rent of \$120.00 payable semi-annually on the second days of March and September in each and every year

BEING ALSO the same lot of ground which by Deed dated March 2 1942 and recorded among the Land Records aforesaid in Liber C H K No 1218 folio 155 was granted and conveyed by James B Cox and wife unto the Grantors herein

BEING ALSO the same lot of ground the leasehold title to which was acquired by the Grantees herein from Title Inc by Assignment dated March 2 1942 and recorded among the Land Records aforesaid in Liber C H K No 1218 folio 156

TOGETHER with the buildings and improvements thereupon and the rights alleys ways waters privileges appurtenances and advantages to the same belonging or in anywise appertaining and particularly the aforesaid rent issuing and payable out of said lot of ground as aforesaid

TO HAVE AND TO HOLD the said lot of ground and premises and particularly the aforesaid rent issuing and payable thereout and the reversion thereto unto and to the use of the said parties of the second part as tenants by the entireties their assigns the survivor of them his or her heirs and assigns in fee simple to the end and intent that the leasehold be merged in the fee and the annual rent hereby intended to be conveyed be forever extinguished

AND the said Grantors hereby covenant that they have not done nor suffered to be done any act matter or thing whatsoever to encumber the property hereby granted that they will warrant specially the property hereby granted and conveyed and they will execute such further assurances of said land as may be requisite

Witness the hands and seals of the within named Grantors

Witness

Anna E Meehan (Seal)

Wm V Heaphy Jr

Elizabeth Ann Meehan (Seal)

STATE OF MARYLAND BALTIMORE CITY TO WIT

I HEREBY CERTIFY that on this 12th day of April in the year one thousand nine hundred and forty-eight before me the subscriber a Notary Public of the State of Maryland in and for Baltimore City aforesaid personally appeared Anna E Meehan and Elizabeth Ann Meehan the within named Grantors and they acknowledged the foregoing Deed to be their respective act

In Testimony Whereof I hereunto set my hand and affix my notarial seal

(Notarial Seal)

Joseph B Griesacker Notary Public

(Recorded Apr 14 1948 at 12:00 N & exd per) T Braden Silcott - Clerk (Rcd by dps)

Exd B K & D C

50503 James B Cox et al) THIS MORTGAGE Made this 12th day of April in the year one
Mtg to Md Lf Ins Co of Balto) thousand nine hundred and forty-eight by and between James
SS 13.10) B Cox and Pearl R Cox his wife of Baltimore County in the
State of Maryland parties of the first part Mortgagors and the Maryland Life Insurance Company
of Baltimore a body corporate duly incorporated under the laws of the State of Maryland party
of the second part Mortgagees

WHEREAS the said parties of the first part Mortgagors are justly indebted unto the party of the second part Mortgagee in the full and just sum of Five Thousand Dollars (\$5,000.00) being cash money this day loaned and advanced by the latter to the former for the repayment of which sum they have made and passed to the said party of the second part their joint and several promissory note bearing even date herewith providing for the payment thereof in 84 monthly instalments 83 thereof being for the sum of Sixty-nine Dollars and fifty-five Cents (\$69.55) each and the 84th thereof being for the unpaid balance of principal and/or interest the first of such payments being due and payable on the first day of June 1948 and the last thereof being due and payable on the first day of May 1955 said payments to be applied by the

Mortgagee first to the payment of interest at the rate of Four and one-half per centum ($4\frac{1}{2}\%$) per annum on unpaid balance of principal the balance of such payments to be applied in reduction of the principal and

WHEREAS it was a condition precedent to the making of said loan that the repayment thereof with interest as aforesaid in accordance with the terms and conditions of said note and the performance of all the covenants and conditions herein should be secured by these presents

THIS MORTGAGE WITNESSETH that in consideration of said loan and for the purpose of securing the payment to the said Mortgagee of the same with interest thereon the said Mortgagors do hereby grant and convey unto the said Mortgagee its successors and assigns forever in fee simple all that lot of ground in Baltimore County in the State of Maryland and described as follows

BEGINNING for the same at a point in the center of Rolling Road at the distance of 731 feet Southeasterly from the center of New Burg Avenue and running thence along the center line of Rolling Road South 42 degrees 3 minutes East 177.3 feet to a point and thence running parallel with New Burg Avenue South 48 degrees west 743.9 feet to a point in the outline of the tract of land of S P Harwood and running thence along the outline of the tract and by said Harwood's land North 37 degrees 35 minutes west 177.9 feet to a point in the corner of three acres of land recently conveyed to James McCurley and thence running and binding on McCurley's land North 48 degrees east 730.1 feet to the place of beginning Containing 3 acres of land more or less Being known as No 540 S Rolling Road

BEING all and the same lot of ground the leasehold title to which was acquired by the Mortgagors herein from Title Inc by Assignment dated March 2 1942 and recorded among the Land Records of Baltimore County in Liber C H K No 1218 folio 156

BEING ALSO the same lot of ground which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Baltimore County prior hereto was granted and conveyed by Anna E Meehan et al to the within named Mortgagors

TUGETHER with the buildings and improvements thereupon and the rights alleys ways waters privileges appurtenances and advantages thereto belonging or in anywise appertaining

TO HAVE AND TO HOLD the said lot of land with the improvements and appurtenances aforesaid unto the said Mortgagee its successors and assigns in fee simple forever

PROVIDED that if the said principal sum of money loaned as aforesaid and the interest thereon shall be paid when due and if all of the covenants herein mentioned shall be performed then this mortgage shall be void

BUT upon any default being made in the payment of the said principal or interest in whole or in part when due or upon any default being made in any covenant or condition of this mortgage then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith

AND upon any default in the terms of this mortgage a sale may be made by the said mortgagee its successors or assigns or by William L Marbury their attorney under Article LXVI sections 6 to 10 inclusive of the Maryland Code of 1904 Public General Laws or any other general or local laws of the State of Maryland relating to mortgages And such sale shall be of the property as a whole and it shall not be the duty of the party selling to sell the same in parts or in lots and the sale shall be made after giving twenty days' notice of the time place manner and terms of sale in some newspaper printed in the County in which the land is situate and the party selling may also give such other notice as he may deem expedient and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient

AND it is agreed that upon any sale of said property under this mortgage the proceeds

of sale shall be applied as follows to wit first to the payment of all expenses incident to said sale including a counsel fee of fifty dollars for conducting the proceedings if without contest but if legal services be rendered to the mortgagee its successors or assigns or to the party selling under the power of sale in connection with any contested matter in the proceedings then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under a decree of a court of equity in Maryland second to the payment of all claims of the mortgagee its successors or assigns hereunder whether the same shall have then matured or not and third the balance if any to the said mortgagors their heirs or assigns and half of such commissions and all such expenses and costs shall be paid by the mortgagors their heirs and assigns in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof

AND it is covenanted that until default be made in any covenant or condition of this mortgage (but not thereafter) the said mortgagors their heirs or assigns shall have possession of the property upon paying in the meantime all taxes and assessments public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest which mortgage debt and interest taxes assessments public dues and charges the said mortgagors for themselves their heirs and assigns covenant to pay when legally due and upon payment thereof to exhibit to the mortgagee the receipted bills thereof at the place of business of the mortgagee or its agent And upon any default in any of the covenants of this mortgage the mortgagee shall be entitled without notice to the mortgagors to the immediate appointment of a receiver of said property without regard to the adequacy or inadequacy of the property as security for the mortgage debt and upon any such default whether or not a receiver be appointed the rents and profits of said property are hereby assigned to the mortgagee as additional security

AND the said mortgagors covenant to keep the improvements on the land insured against loss by fire and other hazards in an insurance company or companies selected by and in an amount designated by the said mortgagee and to cause all of the policies covering said premises to be so framed or indorsed as in case of fire and other hazards to inure to the benefit of the said mortgagee its successors or assigns to the extent of its lien or claim under this mortgage and to deliver all of the policies covering said premises to the mortgagee to be kept by the mortgagee And in the event of any loss by fire and other hazards the insurance company or companies are hereby directed by the mortgagors to make payment for such loss to the mortgagee only and not to the mortgagors and mortgagee jointly such payment at the option of the mortgagee may be applied to the extinguishment of the principal interest and expenses secured by this mortgage whether then due or not but shall not exceed the amount payable under this mortgage provided that the mortgagee in lieu of such application may in writing consent to the use by the mortgagor of said insurance money for the reconstruction of the improvements on the mortgaged property

AND the said mortgagors covenant to warrant specially the said property and to execute such further assurances thereof as may be requisite

Witness the hands and seals of the within named Mortgagors

Witness	James B Cox	(Seal)
Harry C Bayley	Pearl R Cox	(Seal)

STATE OF MARYLAND BALTIMORE CITY TO WIT

I HEREBY CERTIFY that on this 12th day of April in the year one thousand nine hundred and forty-eight before me the subscriber a Notary Public of the State of Maryland in and for

Baltimore County personally appeared James B Cox and Pearl R Cox his wife the within named Mortgagors and they acknowledged the foregoing mortgage to be their respective act

At the same time also personally appeared Clarence E White Agent of the within named mortgagee and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth and also made oath that he is the agent of the mortgagee

In Testimony whereof I have affixed my official seal the day and year aforesaid

(Notarial Seal)

Harry G Bayley

Notary Public

(Recorded Apr 14 1948 at 12.15 P.M. & exd per) T Braden Silcott - Clerk (Red by dps

Exd B K & D C

For value received the Maryland Life Insurance Company of Baltimore hereby releases the within mortgage and the mortgage debt thereby secured. as witness the signature of the said company by its President and its corporate seal duly attested by its secretary, hereunto set this thirty-first day of December in the year 1963.
Attest: Malliday B Mouch, Secretary MARYLAND LIFE INSURANCE COMPANY OF BALTIMORE
(CORPORATE SEAL) By Donald H Carver, President

Rec Mar 30, 1964 at 1:00 PM & exd per George L. Eyerly clerk red by jbm C.R.

50504 Frank B Shaffar et al) THIS Deed Made this 13th day of April in the year one
Deed to Stanley Guraleczka et al) thousand nine hundred and forty-eight by and between
US. 1.55 SS. 1.55-----) Frank B Shaffar and Bertha Shaffar his wife of Baltimore
and Frances Guraleczka
County in the State of Maryland of the first part and Stanley Guraleczka/ of the County and
State aforesaid of the second part

WITNESSETH that in consideration of the sum of Five Dollars and other good and valuable considerations the receipt whereof is hereby acknowledged the said Frank B Shaffar and Bertha Shaffar his wife do grant and convey unto the said Stanley Guraleczka and Frances Guraleczka his wife as tenants by the entireties their assigns the survivor of them and the heirs and assigns of the survivor forever in fee simple all that piece or parcel of ground situate lying and being in Baltimore County aforesaid and described as follows that is to say

ALL that lot of ground lying and being in Baltimore County State aforesaid on Bear Creek and being known and designated as Lot No 72 on the Plat of Battle Grove said plat being recorded among the Land Records of Baltimore County in Plat Book W P C No 5 folio 75

BEING the same lot of ground as described in a deed dated February 28 1940 and recorded among the Land Records of Baltimore County in Liber C W B Jr No 1153 folio 14 was granted and conveyed by Miller-Nelson Inc to the within named Grantors

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 otherwise 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 Stanley Guraleczka and Frances Guraleczka his wife as tenants by the entireties their assigns the survivor of them and the heirs and assigns of the survivor forever in fee simple

SUBJECT to the conditions and restrictions as set forth in a deed dated February 28 1940 and recorded among the Land Records of Baltimore County in Liber C W B Jr No 1153 folio 14

DEL. PER TICKET JUN 16 1948

At the same time also personally appeared Clarence E White Agent of the within named mortgagee and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth and also made oath that he is the agent of the mortgagee

(Notarial Seal)

Harry C Bayley

Notary Public

(Recorded Apr 14 1948 at 12.15 P.M. & exd per) T Braden Silcott - Clerk (Rcd by dps

Exd B K & D C

For value received the Maryland Life Insurance Company of Baltimore hereby releases the within mortgage and the mortgage debt thereby secured. as witness the signature of the said company by its president and its corporate seal duly attested by its Secretary, hereunto set this thirty-first day of December in the year 1953.

Attest: Malliday B Houck, Secretary MARYLAND LIFE INSURANCE COMPANY OF BALTIMORE
(Corporate Seal) By Donald E Carver, President

Recd Mar 30, 1954 at 1:00 PM & exd per George L. Byerly clerk recd by John C. [unclear]

ONE PER TICKET JUN 16 1948

ALL that lot of ground lying and being in Baltimore County State aforesaid on Bear Creek and being known and designated as Lot No 72 on the Plat of Battle Grove said plat being recorded among the Land Records of Baltimore County in Plat Book W P C No 5 folio 75

BEING the same lot of ground as described in a deed dated February 28 1940 and recorded among the Land Records of Baltimore County in Liber C W B Jr No 1153 folio 14 was granted and conveyed by Miller-Nelson Inc to the within named Grantors

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 anyway 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 Stanley Guraleczka and Frances Guraleczka his wife as tenants by the entireties their assigns the survivor of them and the heirs and assigns of the survivor forever in feesimple

SUBJECT to the conditions and restrictions as set forth in a deed dated February 28 1940
 and recorded among the Land Records of Baltimore County in Liber C W B JrNo 1153 folio 14

I hereby certify that on this 2nd day of March 1942 before me the subscriber a notary public of the State of Maryland in and for Baltimore City aforesaid personally appeared Mildred A Stelfox the above named grantor and she acknowledged the foregoing deed to be her act

As witness my hand and notarial seal

(Notarial Seal)

Walter P Reese

Notary Public

Rec Mar 4 1942 at 1:30 P M & exd

per Christian H Kahl

Clerk

Rec by H M B

Examiners (U&P)

12014

Mamie E Greinus) This deed made this 2nd day of March in the year one thousand nine
Deed to) hundred and forty two by and between Mamie E Greinus widow of
James B Cox & wf) Baltimore County in the State of Maryland of the first part and
U S \$10.45 St \$9.50) James B Cox and Pearl R Cox his wife of the same County and State
-----) of the second part

Witnesseth that in consideration of the sum of five dollars and other valuable considerations the receipt of which is hereby acknowledged the said party of the first part does grant and convey unto the said parties of the second part as tenants by the entireties the survivor of them their assigns and the heirs and assigns of the survivor in fee simple all that lot of ground situate lying and being in Baltimore County State of Maryland aforesaid and described as follows that is to say

Beginning for the same at a point in the centre of Rolling Road at the distance of seven hundred thirty and one half feet southeasterly from the centre of New Burg Avenue and running thence along the centre line of Rolling Road south forty two degrees three minutes east one hundred seventy seven and three tenths feet to a point and thence running parallel with New Burg Avenue south forty eight degrees west seven hundred forty three and nine tenths feet to a point in the outline of the tract of land of S P Harwood and running thence along the outline of the tract and by said Harwoods land north thirty seven degrees thirty five minutes west one hundred seventy seven and nine tenths feet to a point in the corner of 3 acres of land recently conveyed to James McCurley and thence running and binding on McCurley's land north forty eight degrees east seven hundred thirty and one tenth feet to the place of beginning Containing 3 acres of land more or less and now known as No 540 S Rolling Road

Being the same property described in a deed dated November 29 1919 and recorded among the land records of Baltimore County in liber WPC No 517 folio 505 from The Maryland Development and Contracting Company to Walter Otto and Mamie E Greinus the said Walter Otto having since departed this life thereby vesting title in the grantor herein through survivorship

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 anyway appertaining

To have and to hold the said lot of ground and premises above described and mentioned and hereby intended to be conveyed together with the rights privileges appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said parties of the second part as tenants by the entireties the survivor of them their

PER TICKET MAY 8 1942

assigns and the heirs and assigns of the survivor in fee simple

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

Witness the hand and seal of said grantor

Test

Mamie E Greinus

(Seal)

Dorothea B Marling

State of Maryland City of Baltimore to wit

I hereby certify that on this 2nd day of March in the year one thousand nine hundred and forty two before me the subscriber a notary public of the State of Maryland in and for the City of Baltimore aforesaid personally appeared Mamie E Greinus widow the above named grantor and she acknowledged the foregoing deed to be her act

As witness my hand and notarial seal

(Notarial Seal)

Dorothea B Marling

Notary Public

Rec Mar 4 1942 at 2:15 P M & exd

per Christian H Kahl

Clerk

Rec by H M D

Examiners (U&P)

12015

James B Cox & wf) This lease made this 2nd day of March in the year one thousand nine
Lease to) hundred and forty two between James B Cox and Pearl R Cox his wife
Title Inc) lessors of Baltimore County State of Maryland of the first part and
St \$2.00) Title Inc a body corporate of State of Maryland lessee of the second
-----) part

Witnesseth that the said lessors in consideration of the rent hereinafter expressed to be paid do lease unto the said lessee its successors and assigns all that lot of ground and premises situate lying and being in the County of Baltimore aforesaid and described as follows to wit Beginning for the same at a point in the centre of Rolling Road at the distance of seven hundred thirty and one half feet southeasterly from the centre of New Burg Avenue and running thence along the centre line of Rolling Road south forty two degrees three minutes east one hundred seventy seven and three tenths feet to a point and thence running parallel with New Burg Avenue south forty eight degrees west seven hundred forty three and nine tenths feet to a point in the outline of the tract of land of S P Harwood and running thence along the outline of the tract and by said Harwood's land north thirty seven degrees thirty five minutes west one hundred seventy seven and nine tenths feet to a point in the corner of 3 acres of land recently conveyed to James McCurley and thence running and binding on McCurley's land north forty eight degrees east seven hundred thirty and one tenth feet to the place of beginning Containing 3 acres of land more or less and now known as No 540 S Rolling Road

Being the same property described in a deed of even date and recorded prior hereto among the land records of Baltimore County from Mamie E Greinus widow to the lessors herein

Together with all improvements thereon made lanes alleys ways waters easements emoluments and advantages to the said ground belonging or in anywise appertaining

To be held by the said lessee its successors and assigns for the term of nine nine years beginning on the day of the date of these presents it the said lessee its successors or

DEL. PEN. TICKET MAY 8 1942

assigns yielding and paying unto the said lessors their heirs or assigns the rent or yearly sum of one hundred and twenty (\$120.00) dollars and that in even and equal half yearly instalments accounting from the second day of March one thousand nine hundred and forty two over and above all deductions for taxes and assessments of every kind levied or assessed or hereafter to be levied or assessed on said demised premises or the rent issuing therefrom Provided that if the said rent shall be in arrear in whole or in part at any time then it shall be lawful for the said lessors their heirs or assigns to make distress therefor

And provided also that if the said rent shall be in arrear in whole or in part for sixty days then it shall be lawful for the said lessors their heirs or assigns to re-enter upon the hereby demised premises and hold the same until all the arrearages of rent thereon and all expenses incurred by reason of such non payment shall be fully paid

And provided further that if said rent shall be in arrears for six months then the said lessors their heirs or assigns may re-enter upon the premises hereby demised and hold the same as if this lease had never been made

And the said lessee for itself its successors and assigns covenants with the said lessors their heirs and assigns to pay the aforesaid rent taxes and assessments when legally demandable

And the said lessors for themselves their heirs executors administrators and assigns do hereby covenant with the said lessee its successors and assigns that on payment by the said lessee its successors and assigns of said rent and performance of all covenants herein on its part to be paid and performed they the said lessors their heirs executors administrators and assigns will warrant the property hereby leased from all claims thereon under or by said lessors or any person claiming by from or under them

Also that at any time during this demise the said lessors their heirs or assigns shall on payment to them of ten dollars as renewal fine execute and deliver or cause to be executed and delivered to the said lessee its successors or assigns at its or their request and cost a new lease of the above demised property for another term of ninety nine years to commence on the expiration of this subject to the same rent and with the same covenants so that the demise hereby created may be renewable and renewed from time to time forever

Witness the hands and seals of the parties hereto

Test	James B Cox	(Seal)
Dorothea B Marling	Pearl R Cox	(Seal)
	Title Inc	
(Corporate Seal)	By J Irvin McCourt	Vice President

State of Maryland City of Baltimore to wit

I hereby certify that on this 2nd day of March in the year one thousand nine hundred and forty two before me the subscriber a notary public of the State of Maryland in and for City of Baltimore aforesaid personally appeared James B Cox and Pearl R Cox his wife lessors and they acknowledged the foregoing lease to be their act At the same time also personally appeared J Irvin McCourt vice president of Title Inc a body corporate lessee and he acknowledged the foregoing lease to be its corporate act

As witness my hand and notarial seal

(Notarial Seal)

Rec Mar 4 1942 at 2:15 P M & exd

Rec by H M D

Dorothea B Marling

per Christian H Kahl

Notary Public

Clerk

Examiners (U&P)

Witness the hands and seals of said grantors

Test

Dorothea B Marling

James B Cox

(Seal)

Pearl R Cox

(Seal)

State of Maryland City of Baltimore to wit

I hereby certify that on this 2nd day of March in the year one thousand nine hundred and forty two before me the subscriber a notary public of the State of Maryland in and for the City of Baltimore aforesaid personally appeared James B Cox and Pearl R Cox his wife the above named grantors and each acknowledged the foregoing deed to be their act

As witness my hand and notarial seal

(Notarial Seal)

Dorothea B Marling

Notary Public

Rec Mar 4 1942 at 2:15 P M & exd

per Christian H Kahl

Clerk

Rec by H M D

Examiners (U&P)

12017

)

Title Inc

)

Asgt to

)

James B Cox & wf

)

This deed made this 2nd day of March in the year one thousand nine hundred and forty two by and between Title Inc a body corporate of the State of Maryland of the first part and James B Cox and Pearl R Cox his wife of Baltimore County State of Maryland of the second part

Witnesseth that in consideration of the sum of five dollars and other good and valuable considerations the receipt of which is hereby acknowledged the said party of the first part does grant and convey unto the said parties of the second part as tenants by the entireties the survivor of them their assigns and the personal representatives and assigns of the survivor all that lot of ground situate in Baltimore County aforesaid and described as follows that is to say

Beginning for the same at a point in the centre of Rolling Road at the distance of seven hundred thirty and one half feet southeasterly from the centre of New Burg Avenue and running thence along the centre line of Rolling Road south forty two degrees three minutes east one hundred seventy seven and three tenths feet to a point and thence running parallel with New Burg Avenue south forty eight degrees west seven hundred forty three and nine tenths feet to a point in the outline of the tract of land of S P Harwood and running thence along the outline of the tract and by said Harwoods land north thirty seven degrees thirty five minutes west one hundred seventy seven and nine tenths feet to a point in the corner of 3 acres of land recently conveyed to James McCurley and thence running and binding on McCurley's land north forty eight degrees east seven hundred thirty and one tenth feet to the place of beginning Containing three acres of land more or less and now known as No 540 S Rolling Road.

Being the same property described in a lease of even date and recorded prior hereto among the land records of Baltimore County from James B Cox and wife to the grantor herein

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 unto and to the use of the said parties of the second part as tenants by the entireties the survivor of them their assigns and the personal representatives and assigns of the survivor for all the residue of the term of years yet to come and unexpired therein with the benefit of renewal forever subject to the payment of the annual rent of one hundred and twenty dollars payable half yearly on the 2nd days of March and September in each and every year

DEL PER TICKET MAY 8 1942

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 hereby granted and that it will execute such further assurances of the same as may be requisite

Witness the corporate seal of Title Inc a body corporate and the signature of J Irvin McCourt the vice president thereof

Test

Dorothea B Marling

Title Inc

By J Irvin McCourt Vice President
(Corporate Seal)

State of Maryland City of Baltimore to wit

I hereby certify that on this 2nd day of March in the year one thousand nine hundred and forty two before me the subscriber a notary public of the State of Maryland in and for the City of Baltimore aforesaid personally appeared J Irvin McCourt vice president of Title Inc a body corporate the grantor named in the above deed and he acknowledged the foregoing deed to be its corporate act

As witness my hand and notarial seal

(Notarial Seal)

Dorothea B Marling Notary Public

Rec Mar 4 1942 at 2:15 P M & exd

per Christian H Kahl Clerk

Rec by H M D Examiners (U&P)

12018)
James B Cox & wf) This mortgage made this 2nd day of March in the year one thousand
Mtg to) nine hundred and forty two between James B Cox and Pearl R Cox his
St Mutual Bldg Assn) wife of the City of Baltimore in the State of Maryland hereinafter
-----) called mortgagors and The State Mutual Building Association of Balti-
more City a body corporate duly incorporated hereinafter called mortgagee

Whereas the said mortgagors being members of the said body corporate have received there-
from an advance of five thousand (\$5000.00) dollars upon thirty nine (39) shares of its
stock representing part of the purchase price of the hereinafter described property the due
execution of this mortgage having been a condition precedent to the granting of said advance

Now therefore this mortgage witnesseth that in consideration of the premises and of one
dollar the said mortgagors do grant convey and assign unto the said mortgagee its successors
and assigns all that lot of ground situate and lying in the County of Baltimore State of
Maryland and described as follows

Beginning for the same at a point in the centre of Rolling Road at the distance of seven
hundred thirty and one half feet southeasterly from the centre of New Burg Avenue and running
thence along the centre line of Rolling Road south forty two degrees three minutes east one
hundred seventy seven and three tenths feet to a point and thence running parallel with
New Burg Avenue south forty eight degrees west seven hundred forty three and nine tenths
feet to a point in the outline of the tract of land of S P Harwood and running thence along
the outline of the tract and by said Harwoods land north thirty seven degrees thirtyfive
minutes west one hundred seventy seven and nine tenths feet to a point in the corner of
three acres of land recently conveyed to James McCurley and running thence and binding on
McCurley's land north forty eight degrees east seven hundred thirty and one tenth feet to
the place of beginning Containing three acres of land more or less and now known as No

540 S Rolling Road

RECORDED MAY 8 1942
LIBER 1218 PAGE 157

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 hereby granted and that it will execute such further assurances of the same as may be requisite

Witness the corporate seal of Title Inc a body corporate and the signature of J Irvin McCourt the vice president thereof

Test

Dorothea B Marling

Title Inc

By J Irvin McCourt Vice President
(Corporate Seal)

State of Maryland City of Baltimore to wit

I hereby certify that on this 2nd day of March in the year one thousand nine hundred and forty two before me the subscriber a notary public of the State of Maryland in and for the City of Baltimore aforesaid personally appeared J Irvin McCourt vice president of Title Inc a body corporate the grantor named in the above deed and he acknowledged the foregoing deed to be its corporate act

As witness my hand and notarial seal

(Notarial Seal)

Dorothea B Marling Notary Public

Rec Mar 4 1942 at 2:15 P M & exd

per Christian H Kahl

Clerk

Rec by H M D

Examiners (U&P)

12018

James B Cox & wf) This mortgage made this 2nd day of March in the year one thousand
Mtg to) nine hundred and forty two between James B Cox and Pearl R Cox his
St Mutual Bldg Assn) wife of the City of Baltimore in the State of Maryland hereinafter
-----) called mortgagors and The State Mutual Building Association of Baltimore City a body corporate duly incorporated hereinafter called mortgagee

Whereas the said mortgagors being members of the said body corporate have received therefrom an advance of five thousand (\$5000.00) dollars upon thirty nine (39) shares of its stock representing part of the purchase price of the hereinafter described property the due execution of this mortgage having been a condition precedent to the granting of said advance

Now therefore this mortgage witnesseth that in consideration of the premises and of one dollar the said mortgagors do grant convey and assign unto the said mortgagee its successors and assigns all that lot of ground situate and lying in the County of Baltimore State of Maryland and described as follows

Beginning for the same at a point in the centre of Rolling Road at the distance of seven hundred thirty and one half feet southeasterly from the centre of New Burg Avenue and running thence along the centre line of Rolling Road south forty two degrees three minutes east one hundred seventy seven and three tenths feet to a point and thence running parallel with New Burg Avenue south forty eight degrees west seven hundred forty three and nine tenths feet to a point in the outline of the tract of land of S P Harwood and running thence along the outline of the tract and by said Harwoods land north thirty seven degrees thirtyfive minutes west one hundred seventy seven and nine tenths feet to a point in the corner of three acres of land recently conveyed to James McCurley and running thence and binding on McCurley's land north forty eight degrees east seven hundred thirty and one tenth feet to the place of beginning Containing three acres of land more or less and now known as No

540 S Rolling Road

RECORDED MAY 8 1942

LIBER 1218 PAGE 157

applied to the extinguishment of the principal interest and expenses secured by this mortgage whether then due or not but shall not exceed the amount payable under this mortgage or such money so payable may with the consent of the mortgagee be applied to the repairing of the premises damaged

And the said mortgagors further covenant and agree that if at any time during the life of this mortgage they shall cease to have the same interest in the property described herein which they held at the date of this mortgage either by transfer assignment sale insolvency or bankruptcy voluntary or involuntary or by reason of the application for any receivership of either of the said mortgagors then and thereupon the entire amount of the mortgage debt hereunder shall at the option of the mortgagee immediately become due and payable with interest

And upon any default in any of the covenants of this mortgage the mortgagee shall be entitled without notice to the mortgagors to the immediate appointment of a receiver for said property without regard to the adequacy or inadequacy of the property as security for the mortgage debt And upon such default whether or not a receiver be appointed the rents profits and income of said property are hereby assigned to the mortgagee as additional security

In case of any default being made in any of the covenants or conditions of this mortgage then the entire mortgage debt and interest hereby secured shall be due and payable

And the said mortgagors consent that a decree may be passed for the sale of said property (the sale to take place at any time after a default in any of the conditions of this mortgage) under the provisions of sections 720 to 732 inclusive of chapter 123 of the laws of Maryland passed at the January session in the year 1898 or any supplements or additions thereto or this mortgage may be foreclosed under any law or laws of the State of Maryland intended to facilitate the regular or extra judicial proceedings on mortgages as fully and in the same manner as if special assent and powers were hereby given and granted the expenses of sale shall include a counsel fee of fifty dollars

And the said mortgagors covenant to warrant specially the said property and to execute such further assurances thereof as may be requisite

And it shall be lawful for the said mortgagee its successors or assigns at any time after default in any of the covenants or conditions of this mortgage to sell the hereby mortgaged property or so much thereof as may be necessary to satisfy said mortgage debt and interest and all expenses incident to said sale and to grant assign or convey the said property to the purchaser thereof his her or their heirs personal representatives or assigns and which sale shall be made in the following manner to wit upon giving twenty days' notice of the time place manner and terms of sale in some newspaper published in Baltimore County and such other notice as by said mortgagee may be deemed expedient and in the event of such sale under the powers hereby granted the proceeds thereof shall be applied in accordance with the equity practice in Maryland

As witness the hands and seals of the said mortgagors

Test

James B Cox

(Seal)

Pearl R Cox

(Seal)

Dorothea B Marling

State of Maryland Baltimore City to wit

I hereby certify that on this 2nd day of March 1942 before me the subscriber a notary Public of the State of Maryland in and for the City aforesaid personally appeared James B

Cox and Pearl R Cox his wife mortgagors and acknowledged the foregoing mortgage to be their act At the same time also personally appeared B J Barrett president and agent of The State Mutual Building Association of Baltimore City mortgagee and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth and also made oath that he is the agent of said mortgagee duly authorized to make this affidavit

As witness my hand and notarial seal

(Notarial Seal)

Dorothea B Marling Notary Public
per Christian H Kahl Clerk

Rec Mar 4 1942 at 2:15 P M & exd

Rec by H M D

Examiners (U&P)

12021

August A Cassinger & Sons Inc) This deed made this thirtieth day of December in the year
Deed to) one thousand nine hundred and forty one between August A
Elmer E Roberts & wf) Cassinger and Sons Incorporated a body corporate duly incor-
U S \$.55 St \$.10) porated under the laws of the State of Maryland of the first
-----)-----) part and Elmer E Roberts and Mary E Roberts his wife of Bal-
timore County in the State aforesaid of the second part

Witnesseth that in consideration of the sum of five dollars and other good and valuable considerations the receipt whereof is hereby acknowledged the said August A Cassinger and Sons Incorporated do grant and convey unto the said Elmer E Roberts and Mary E Roberts his wife as tenants by the entireties their assigns the survivor of them his or her heirs and assigns in fee simple all that lot of ground situate lying and being in Baltimore County in the State of Maryland and described as follows that is to say

Being known as lot numbered fifty and one half (50½) section "B" as shown on the plat of Oliver Beach which plat is recorded among the land records of Baltimore County in plat book CWB Jr No 12 folio 56

Being part of the lot of ground which by deed dated January 6 1931 and recorded among the land records of Baltimore County in liber IMoLM No 870 folio 108 was granted and conveyed by August A Cassinger Sr to August A Cassinger and Sons Incorporated

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 in anywise appertaining

DEL PER DEPT MAY 8 1942



THIS DEED, Made this 15 day of July, in the year one thousand nine hundred and sixty-one, by and between James B. Cox and Pearl R. Cox, his wife, of Baltimore County, in the State of Maryland, parties of the first part; and James T. Cox, of Baltimore County, in the State of Maryland, party of the second part.

WITNESSETH, that in consideration of the sum of Five Dollars (\$5.00), and other and valuable considerations, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, his heirs and assigns, 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 at a point in the center of Rolling Road at the distance of 731 feet Southeasterly from the center of New Burg Avenue, and running thence along the Center line of Rolling Road South 42 degrees 3 minutes East 177.3 Feet to a point, and thence running parallel with New Burg Avenue South 48 degrees West 743.9 feet to a point in the outline of the tract of land of S. P. Harwood, and running thence along the outline of the tract and by said Harwood's land North 37 degrees 35 minutes West 177.9 feet to a point in the corner of three acres of land recently conveyed to James McCurley, and thence running and binding on McCurley's land North 48 degrees East 730.1 feet to the place of beginning. Containing 3 acres of land more or less. Being known as No. 540 S. Rolling Road.

BEING the same lot of ground, the leasehold title to which was acquired by the Grantors herein from Title, Inc. by Assignment Dated March 2, 1942, and recorded among the Land Records of Baltimore County in Liber C.H.K. No. 1218, folio 156, subject to an annual ground rent of \$120.00, payable semi-annually on the second days of March and September, in each and every year.

BEING ALSO the same lot of ground, the reversionary interest in which was acquired by the Grantors herein, from Anna E. Meehan, Widow, and Elizabeth Ann Meehan, single, by Deed dated April 12, 1948, and recorded among the Land Records of Baltimore County in Liber T.S.S. No. 1652, folio 267, whereby the said annual ground rent of \$120.00 was merged and forever extinguished.

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

TO HAVE AND TO HOLD, the said lot of ground and premises unto and to the use of the said party of the second part, his heirs and assigns, in fee simple.

AND the said Grantors hereby covenant that they have not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby

granted; that they will warrant specially the property hereby granted and conveyed, and they will execute such further assurances of said land as may be requisite.

WITNESS: the hands and seals of the within named Grantors.

WITNESS:

Thomas F. Cox
THOMAS F. COX

James B. Cox (SEAL)
JAMES B. COX
Pearl R. Cox (SEAL)
PEARL R. COX

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 15 day of July, in the year one thousand nine hundred and sixty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared James B. Cox and Pearl R. Cox, his wife, the within named Grantors and they acknowledged the foregoing deed to be their respective act.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my notarial seal.



Thomas F. Cox
THOMAS F. COX, Notary Public

F. H. Schlichting
F. H. SCHLICHTING, Notary Public

Rec'd for record JUL 20 1961 at 10:14 AM
Per J. J. Rasmussen, Clerk
Mail to Thos. F. Cox
Receipt No. 184029 \$500

Henry Stephens
Notary Public

Recorded Dec 19 1907 8²² and 8²⁴
per William F. Cole clerk.



18573 Maryland Development & Contracting Co.
Debt to
Halter Otto & Co
{
John E. Knapp, 237
Constitution Street,
Baltimore, Md.
} This Bond, made this

29th day of November, in the year one thousand nine
hundred and sixteen, by and between The Maryland
Development and Contracting Company, a body cor-
porate, of the State of Maryland, of the first part, and
Halter Otto and William E. Knapp, as joint tenants
of the City of Baltimore, State of Maryland, of the second
part.

Witnesseth, that in consideration of the sum of five dol-
lars and other good and valuable considerations the
said The Maryland Development and Contracting
Company hath granted and conveyed unto Halter Otto and
William E. Knapp as joint tenants, and unto the
successors of them, their assigns, and the universality
and heirs, in fee simple, all that lot of ground,
situate in or near Catonsville, in Baltimore County,
in said State of Maryland, and described as follows,
that is to say:

Beginning for the same at a point in the center of the
Rolling Road at the distance of seven hundred and
thirty and one-half feet, south easterly from the center of
New River Avenue, and thence running along the cen-
ter line of the Rolling Road, south forty five degrees and
thirty minutes, east one hundred and seventy seven
and three fourths feet to a point, and thence running
parallel with the New River Avenue south forty eight de-
grees west seven hundred and forty three and nine
tenths feet to a point in the outline of the tract of
land of S. P. Howard, and running thence along
the outline of the tract and by said Howard's land
north thirty seven degrees and thirty five minutes
west one hundred and seventy seven and nine
tenths feet to a point in the corner of this acre of
land recently conveyed to James M. Calkins, and
thence running and beginning on M^r. Calkins' land north

forty eight degrees east seven hundred and thirty and one tenth feet to the point of beginning, containing and laid out for three acres of land be the same more or less.

Being part of the same tract of land that was conveyed by Sophia M. Henry Stewart to The Maryland Development and Contracting Company by deed dated December 17, 1917, and recorded among the Land Records of Baltimore County in Liber H.P.C. No. 457, folio 582.

Together with the buildings and improvements thereupon erected, made a 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 tract of land and premises, above described and mentioned, and here by 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 Walter Otto and Mamie E. Greene, as joint tenants, and unto the survivor of them, their assigns, and the survivor's heirs and assigns, in fee simple. And the said The Maryland Development and Contracting Company hereby covenants that it will warrant specially the property hereby granted and conveyed; and that it will execute such further assurances of said tract as may be requisite. As witness the corporate seal of the said The Maryland Development and Contracting Company, and the signature of August H. Schnepfe, its President.

William Lovitt



The Maryland Development and Contracting Company,
By August H. Schnepfe
President

State of Maryland, City of Baltimore to wit:
I Herby Certify that on this 29th day of November, 1919 before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared August H. Schnepfe, the President of The Maryland Development and Contracting Company, the within named body corporate granted, and he acknowledged the foregoing deed to be the act and deed of the said The Maryland Development and

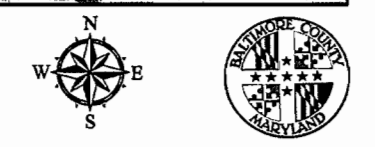


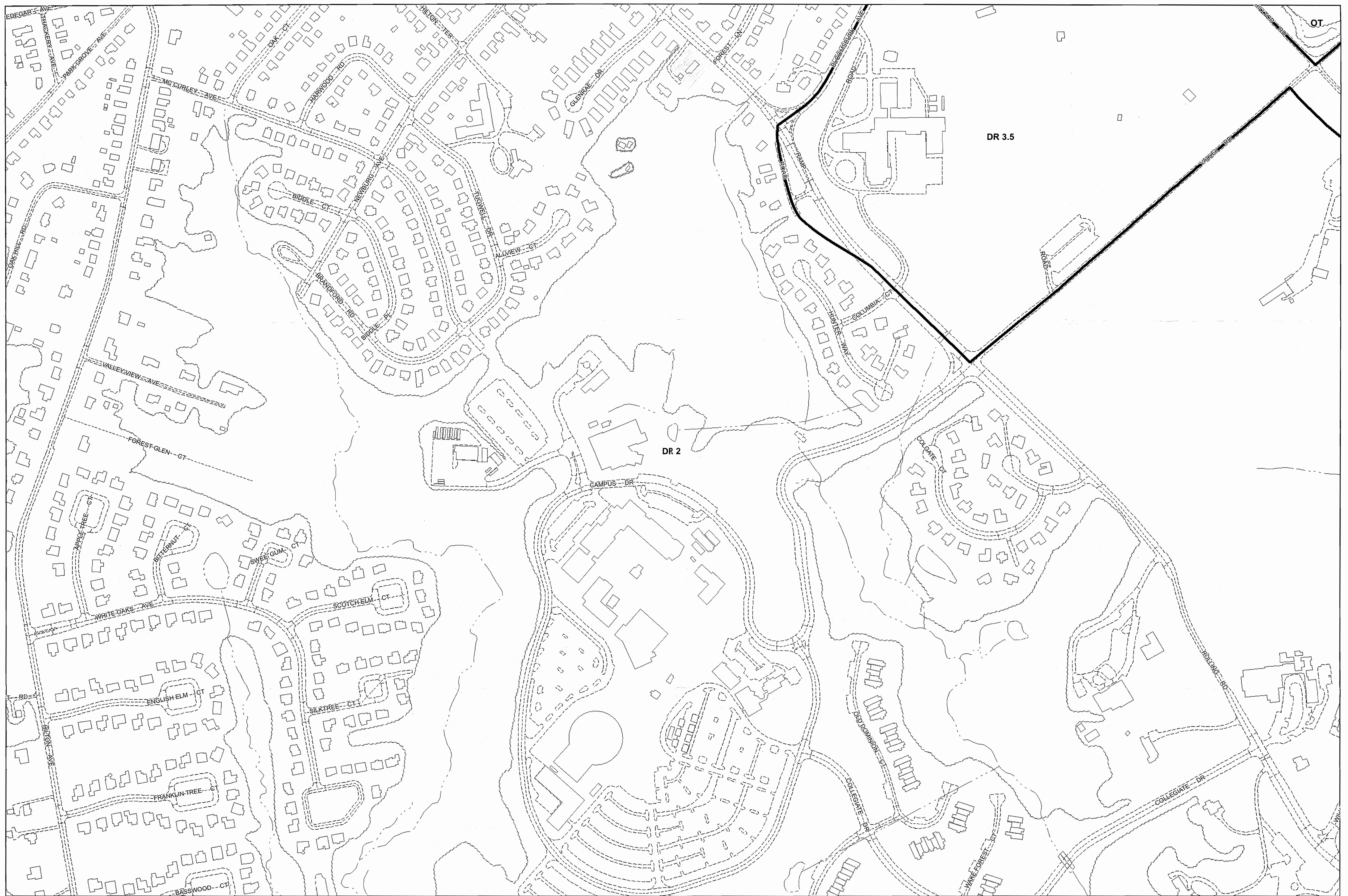
Produced by Baltimore County GIS Services Unit
Date: April 14, 2008
Date of Imagery: April 2005

1 inch equals 50 feet

The Cadastral Information on this Plot was compiled from existing deed information. This information is not to be considered authoritative. The Survey Information was not field checked and Certified by a licensed land surveyor.

CBA
Plot 5X
No. 4
08-199





Plan Sheet: 101A3

Note:
The zoning depicted in this application incorporates the actions associated with County Council Bills 82-04, 83-04, 84-04, 85-04, 86-04, 87-04, 88-04, and 89-04 adopted by the County Council on August 31, 2004. The action associated with County Council Bill 130-04 adopted on December 6, 2004 is also depicted. In addition, County Board of Appeals actions from MC 05-01, MC 05-02, MC 05-03, and MC 05-04 on February 9, 2005 are represented in this application.

Legend

- Zoning
- Streams
- Vegetation
- Buildings
- Roads
- Rail Lines

Baltimore County Office of Planning and Zoning Official Zoning Map

100B2	100C2	101A2	101B2	101C2
100B3	100C3	101A3	101B3	101C3
	107C1	108A1	108B1	108C1

Scale

1" = 200'

0 100 200 400 Feet

1

Data Sources:
Planometric Data - Baltimore County
GIS Services Unit
1:2400, from 1995/96 photography
Zoning - Baltimore County Office of Planning
1:2400, 2004

OAB
PC EX.
MS

08-199

IN RE: PETITION FOR SPECIAL HEARING

E Corner of Rolling Road and
Reserve Court

(301 Reserve Court)

1st Election District

1st Council District

Timothy T. Luecking

Petitioner

*

*

*

*

*

BEFORE THE

ZONING COMMISSIONER

OF

BALTIMORE COUNTY

Case No. 08-199-SPH

* * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before the Zoning Commissioner for consideration of a Petition for Special Hearing filed by the owner of the subject property¹, Timothy T. Luecking. The Petitioner requests a special hearing to confirm and approve a nonconforming two-apartment use at the property now known as 301 Reserve Court. The subject property and requested relief are more particularly described on the site plan submitted which was accepted into evidence and marked as Petitioner's Exhibit 3.

Appearing at the requisite public hearing in support of the request were Timothy T. Luecking, property owner, and Mary L. Lang, a nearby neighbor. Appearing as Protestants in this matter were adjacent and nearby residents of the Hillcrest Reserve community, namely Stephen Shutz, Kranthi Mupparaju, Nicole Maloy, Jamie Rudy and William & Martha Rudy. It is also to be noted that the matter came before me as a result of a complaint registered with the Code Enforcement Division of the Department of Permits and Development Management. Specifically, the Petitioner was cited with a zoning violation relative to the conversion of an existing Conditional Use of a two-apartment residence by adding a third apartment. Petitioner was advised to file the instant petition to legitimize existing conditions on the property.

¹ Preliminarily, it should be noted at the outset that the subject property has been referred to as 540 South Rolling Road since the early 1900's. However, as a result of a subdivision and development known as "Hillcrest Reserve", house numbers and road names changed. The United States Postal Service redesignated 540 South Rolling Road as 301 Reserve Court.

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Date 1-10-08
By [Signature]

Testimony and evidence offered revealed that the subject property is a rectangular shaped corner lot (121' wide x 225' deep) in Catonsville with frontage along Reserve Court on the parcel's north side and to the east is Rolling Road. The property contains a gross area of 19,952 square feet, more or less, zoned D.R.2 and is improved with a 2,154 square foot residential dwelling and detached garage. Testimony indicated that the 1-1/2 story brick home was built in 1941 and purchased by James and Pearl Cox whose family's son and relatives remained in title for many years (See Protestants Exhibit 3 for chain of title).² Mr. Luecking purchased the property from Mark McDaniel aka Mark Bohanan in May 1999. It was the Petitioner's understanding that the home had always been used as a two-apartment dwelling. When purchased, McDaniel gave Luecking a Conditional Use Permit issued by the Director of Zoning Administration and Development Management with an attached notarized affidavit pertaining to the multiple apartment use signed by Robert J. McDaniel. See Petitioner's Exhibit 1 with attached floor plans. Other than these documents and the representations made to him at the time of his purchase in 1999, Mr. Luecking possessed no personal knowledge concerning the property's use, nor did he need any for that matter until August 14, 2007. Petitioner's attempt at that time to add a third apartment use caused community concern, a Code Enforcement inspection, and the issuance of a violation citation. This enforcement action, mandating compliance with D.R.2 zoning, in effect, challenged the accuracy of the previously issued Conditional Use Permit. At the hearing before the Code Enforcement Hearing Officer held September 6, 2007, Mr. Luecking, despite best efforts to obtain supporting historical information from BG&E (See Petitioner's Exhibit 2) to prove multiple electric meters, etc., came up short. He was instructed to file the instant petition to determine the authenticity of a nonconforming use or, if not, to revert the use to that of a single-family dwelling. This finding can be of no comfort to the Petitioner. The Code Enforcement Hearing Officer, Raymond S. Wisnom, Jr., by his

² When originally purchased, the property consisted of three acres and two dwellings (538 and 540 South Rolling Road). It was then transferred to James T. Cox and Jeanne Bohanan in 1982 and, in 1992, when transferred to James T. Cox and Mark Bohanan aka Mark McDaniel, the area of 540 South Rolling Road had been significantly reduced. The various residential uses at 535 South Rolling Road and prior deed transfers, while addressed at the hearing, have no bearing on the case before me.

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Date 1-10-08
By [Signature]

Order issued September 11, 2007, held "the Conditional Use Permit has been challenged, therefore, it is vacated, null and void."³ That said, the Respondent is in violation of having multiple units on residential property zoned for single-family use based upon size of lot." A duplex use, as set out in the conversion table found in Section 402 of the Baltimore County Zoning Regulations (B.C.Z.R.) requires a lot area of 25,000 square feet (5,000 more square footage than a single-family dwelling would require), thus creating an area deficiency at this location. Thus, the hearing before me and the requested determination is necessary.

The facts surrounding the case are not clear and in dispute. Ms. Lang testified on behalf of the Petitioner and stated that she has lived at 554 South Rolling Road since 1946. She and her family knew James and Pearl Cox. Ms. Lang's son and the Cox's grandson were good friends. She has personal knowledge of the subject property and recalls the second floor always being used as an apartment since 1946. The Cox family lived on the first floor with their son and older daughter. The second floor was occupied by two persons (man and woman) and to her knowledge the home has always been used as an apartment home and that this use has been continuous and without interruption for the past 61 years. When questioned by Jamie Rudy, Ms. Lang admitted she has not been in the home (301 Reserve Court) since 1950, wasn't certain as to the property's various sales over the years and had no direct knowledge of any landlord/tenant relationships.

The neighbors who appeared primarily expressed concern about the potential negative impacts of a multiple family apartment use at this location. Jamie Rudy testified on behalf of the Protestants. When he moved into the neighborhood in 1979, he was in the eighth grade and became friends with Mark McDaniel. He visited the property often and swam in the backyard pool with Mark and never knew of any apartment rental of the family's home. Mr. Rudy stated his personal knowledge of the uses at 301 Reserve Court extended from 1979 until 1984 when he

³ Mr. Wisnom's Findings that a challenge of the previously issued "Conditional Use Permit for Two Apartments" acted to supersede and abrogate the Petitioner's right to rely upon the notarized affidavit to prove a legal nonconforming use, for the number of claimed apartments, is legally correct. This evidence is at best hearsay incapable of being cross-examined and, therefore, effectively neutered.

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Date 1-10-08
By [Signature]

graduated from school and left the area. During this time interval, there were no tenants. The home was occupied by Mark McDaniel aka Mark Bohanan, his mother and her brother (Mark's Uncle). While not absolutely certain of the living arrangements when questioned by Mr. Luecking, he (Rudy) believed that Mark's Uncle slept on the second level but that they co-existed as a family, i.e., they did not live as separate entities but appeared to share facilities.

As to the Petitioner, he argues that the dwelling in and of itself remains in the basic configuration as when originally constructed in 1941, well before the adoption of the zoning regulations. Further, he points out that Ms. Lang established by credible testimony a two-apartment use and that there has been no proof of an intention to abandon that use, nor some overt act which carries the implication that the owner(s) neither claimed or retained an interest in the use.⁴ The Protestants argue that the failure of the property owner(s) to produce any proof that the upstairs apartment was leased at least during the five (5) years (1979 through 1984) severs the non-conforming use. The Protestants note that the burden of proving the nonconforming use is upon the Petitioner.

As is required in any case where a statute or regulation needs to be interpreted, the first task is carefully examine the wording used by the legislature. In this instance, it must be noted that the County Council designated three (3) conditions within Section 104.1 of the B.C.Z.R. which would terminate an otherwise proper nonconforming use. They are: (1) whether there has been any change from the use to another use; (2) whether said use has been abandoned; or (3) whether said use has been discontinued. Further, these three (3) tests, by use of the word "or", are presented in the disjunctive. Clearly, therefore, the Petitioner must prove that he has satisfied each test for this nonconforming use to continue.

As to the first test, the Petitioner was attempting an unlawful expansion of the use with the creation of an additional dwelling unit. The evidence, however, is uncontradicted that Ray Harmon, a Code Enforcement Officer, thwarted this effort so by default the Petitioner has

⁴ Mr. Luecking submits that the notarized affidavit of Robert J. McDaniel (Petitioner's Exhibit 1), if not accepted for the truthfulness of its assertions, must be considered as corroborating evidence to that provided by Ms. Lang.

CHIEF RECEIVED FOR FILING
Date 1-10-08
By [signature]

met his burden. There has been no change of the use and the structure. The property retains the same physical characteristics and floor plan as when built as a two-family apartment. In this regard, the home was built prior to the first zoning regulations in Baltimore County which were adopted in 1945 and were comprehensively amended and re-adopted on March 30, 1955. The testimony and evidence presented in this case was persuasive to a conclusion that the home with the attendant apartment was built prior to 1945 and used as a multiple dwelling in the 1950's.

As to the second prong regarding abandonment, one only needs to examine the applicable case law to resolve this issue. The propriety of nonconforming uses and the abandonment of same was comprehensively addressed by the Court of Appeals in *Landay vs. Board of Zoning Appeals, et al*, 173 Md. 460 (1938). This case arose out of Baltimore City and set forth the legal definition of the term "abandonment". This definition remains valid today. Within that case, the Court held that:

"Abandonment in law depends upon the concurrence of two, and only two, factors: (1), an intention to abandon or relinquish; and (2), some overt act or some failure to act, which carries the implication that the owner neither claims nor retains any interest in the subject matter of the abandonment". *Landay*, Page 469-470.

This principal of law has been upheld numerous times by the appellate courts of the State. Applying that definition to the instant case, I must conclude that there has been no probative evidence of abandonment. In other words, the facts presented disclose no intention of the property owner to abandon or relinquish the use of this premises as a two-apartment complex. Each owner continued occupancy of only the first floor, it seems clear, therefore, that they intended to retain the two-family character of the dwelling. Also, there has been no overt act or failure to act which would reflect an abandonment. There has been no physical renovation of the structure or attempted conversion of same to a single-family dwelling. Although it is arguable that failure to retain a tenant as suggested by Mr. Rudy might constitute a failure to act, I do not find that fact sufficient to justify the finding of an abandonment.

ORDER RECEIVED FOR FILING
Date 1-10-08
By [Signature]

Having, therefore, satisfied the first two tests, the Petitioner must now address the final prong offered by Section 104.1 of the B.C.Z.R. That is, has there been a discontinuance of the use.

Although the term "discontinuance" within Webster's Third New International Dictionary can be construed to mean abandonment, I do not believe that the Council intended that word to be so defined in Section 104.1. If that were their intent, the regulations would be unnecessarily repetitious. Rather, use of the phrase, "abandonment or discontinuance", suggests that the Council intended that there be two different litmus tests in order for a nonconforming use to be permitted. Further, Webster also defines discontinuance as to break off, give up or end operations. That is, discontinuance can be defined as when the use has ceased notwithstanding the owner's intent. In applying this broader definition to the facts presented, it is more probably true than not that the use has been discontinued in this case. Notwithstanding the fact that there has been no abandonment as that term is defined at law, it is equally apparent that the prior property owner(s) discontinued the use of this dwelling as a two-apartment complex. Neither Mr. Luecking or his witness, Ms. Lang, could produce evidence that a tenancy relationship existed from 1979 to 1984. Certainly for an apartment use to exist, there must be a landlord and tenant relationship and lease; conditions which are unfulfilled in the instant case. There was not even proof of separate facilities or different living arrangements during this period. Under these circumstances, it must follow that the Petitioner has not met his burden and the integrity of the two separate apartments has been lost and the petition must, therefore, be denied.

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

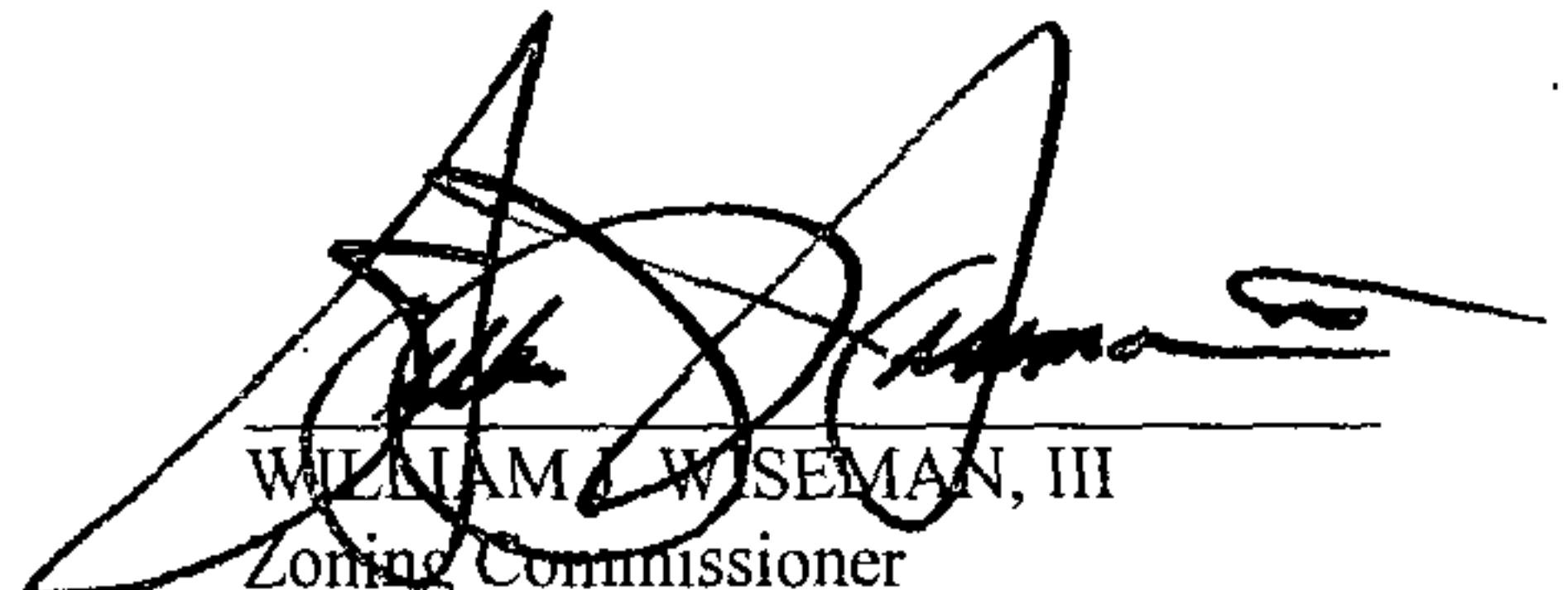
ORDER RECEIVED FOR FILING
Date 1-10-08
By [signature]

THEREFORE, IT IS ORDERED by the Zoning Commissioner for Baltimore County this 10th day of January, 2008 that, pursuant to the Petition for Special Hearing, approval of the subject dwelling as a legal nonconforming two-apartment dwelling at the property known as 301 Reserve Court, be and is hereby DENIED.

IT IS FURTHER ORDERED that the Petitioner shall cease the rental of the property as a multi-family dwelling within six (6) months of the date of this Order and return it to use as a single-family dwelling thereafter. To assure compliance with this Order, the Petitioner shall permit a representative of the Code Enforcement Division of the Department of Permits and Development Management (DPDM) reasonable access to the building to ensure compliance.

IT IS FURTHER ORDERED that any appeal of this decision must be entered within thirty (30) days of the date hereof.

WJW:dlw


WILLIAM J. WISEMAN, III
Zoning Commissioner
for Baltimore County

ORDER RECEIVED FOR FILING
Date 1-10-08
By DLW



Petition for Special Hearing

to the Zoning Commissioner of Baltimore County

for the property located at

301 RESERVE CT
545 ROLLING RD.

which is presently zoned DR 2

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

THE SUBJECT
DWELLING AS A LEGAL NON CONFORMING TWO APARTMENT DWELLING

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:

Name - Type or Print

Signature

Company

Address

Telephone No.

City

State

Zip Code

Legal Owner(s):

TIMOTHY T. LUCKING

Name - Type or Print

Signature

Name - Type or Print

410-303-1095

Signature

5454 AUTUMN FIELD CT

Address

Telephone No.

ELLICOTT CITY MD.

21043

City

State

Zip Code

Representative to be Contacted:

TIM LUCKING

Name

410-

5454 AUTUMN FIELD CT

Address

Telephone No.

ELLICOTT CITY MD.

21043

City

State

Zip Code

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING

UNAVAILABLE FOR HEARING

Reviewed By

[Signature]

Date

10.26.07

Case No. 08-199-SPH

REV 9/15/98

ORDER RECEIVED FOR FILING

Date

1-10-08

By

[Signature]

April 29, 2005

Property Description

The proposed Lot No. 1 of the Hillcrest Reserve Subdivision known as 540 S. Rolling Road in the First Election District of Baltimore County, Maryland.

Beginning for the same on the southwesterly side of Rolling Road, as now widened, at a point South $48^{\circ}20'26''$ East 70.76 feet distant from the end of the fifth or North $41^{\circ}50'$ East 190.5 feet line of that firstly described parcel of land in a deed dated July 31, 2002, as recorded in the Land Records of Baltimore County, Maryland in Liber S.M. No. 16835 folio 109 which was conveyed by Richard R. Herring and Patricia Ann Herring to Timothy T. Luecking, thence binding on said road, as now surveyed, with all bearings referenced to the Maryland Coordinate System, NAD 83;

1. South $48^{\circ}20'26''$ East 96.62 feet to an iron pipe found; thence leaving said road and binding on the outline of the proposed Lot No. 1, the following courses and distances;
2. South $41^{\circ}35'24''$ West 165.32 feet to a point; thence,
3. North $48^{\circ}24'36''$ West 121.41 feet to a point; thence,
4. Northeasterly 17.72 feet by a curve to the right having a radius of 180.00 feet and a chord bearing North $38^{\circ}48'37''$ East 17.71 feet to a point; thence,
5. North $41^{\circ}37'50''$ East 127.50 feet to a point; thence,

6. South $86^{\circ}47'24''$ East 32.61 feet to the point of beginning.

Containing 0.458 acres of land, more or less.

Being a part of that parcel of land as described in a deed dated
November 2, 2001, as recorded in the Land Records of Baltimore County,
Maryland in Liber S.M. No. 16353 folio 301, which was conveyed by
Timothy T. Luecking et. al. to Timothy T. Luecking.





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

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

November 19, 2007

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: 08-199-SPH

301 Reserve Court
E/corner of Rolling Road and Reserve Court
1st Election District – 1st Councilmanic District
Legal Owners: Timothy Luecking

Special Hearing to approve the subject dwelling as a legal nonconforming two-apartment dwelling.

Hearing: Tuesday, January 3, 2008 at 11:00 a.m. in Room 106, County Office Building,
111 West Chesapeake Avenue, Towson 21204

A handwritten signature in black ink that reads "Timothy Kotroco". The signature is written in a cursive style.

Timothy Kotroco
Director

TK:klm

C: Timothy Luecking, 5454 Autumn Field Court, Ellicott City 21043

- NOTES: (1) THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY WED., DECEMBER 19, 2007.**
- (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.



TIMOTHY M. KOTROCO, Director
Department of Permits and
Development Management

JAMES T. SMITH, JR.
County Executive

BALTIMORE COUNTY
MARYLAND



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: #08-199-SPH
301 Reserve Court
E/corner of Rolling Road and Reserve Court
1st Election District
1st Councilmanic District
Legal Owner(s): Timothy Luecking

Special Hearing: to approve the subject dwelling as a legal nonconforming two-apartment dwelling.
Hearing: Tuesday, January 3, 2008 at 11:00 a.m. in Room 106, County Office Building, 111 West Chesapeake 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) 887-3868.
(2) For information concerning the File and/or Hearing, Contact the Zoning Review Office at (410) 887-3391.

JT/12/685 De18 : 158312

CERTIFICATE OF PUBLICATION

THIS IS TO CERTIFY, that the annexed advertisement was published in the following weekly newspaper published in Baltimore County, Maryland on 12/18/2007 successive weeks, the first publication appearing on 12/18/2007.

- ☒ The Jeffersonian
- ☐ Arbutus Times
- ☐ Catonsville Times
- ☐ Towson Times
- ☐ Owings Mills Times
- ☐ NE Booster/Reporter
- ☐ North County News

P. Wilkinson

CERTIFICATE OF POSTING

RE: Case No.: 08-199-SPH

Petitioner/Developer: TIMOTHY LUECKING

Date of Hearing/Closing: JAN. 3, 2008

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

Under the penalties of perjury that the necessary sign(s)

is/are properly located at _____

RESERVE COURT

18, 2007

(Month, Day, Year)

ZONING NOTICE

CASE # 08-199-SPH

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

ROOM 106, COUNTY OFFICE BUILDING
111 WEST CHESAPEAKE AVENUE
TOWSON, MD 21204

PLACE: _____
DATE AND TIME: TUESDAY, JANUARY 3, 2008
AT 11:00 A.M.

REQUEST: SPECIAL HEARING TO APPROVE
THE SUBJECT DWELLING AS A LEGAL

NONCONFORMING TWO-APARTMENT

DWELLING

POSTPONEMENTS DUE TO WEATHER OR OTHER CONDITIONS ARE SOMETIMES NECESSARY.
TO CONFIRM HEARING CALL 327-3391

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

HANDICAPPED ACCESSIBLE

E. Moore
(Signature of Sign Poster and Date)

E. MOORE
(Printed Name)

PERSON CIRCLE
(Address)

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

2-4263
(Phone Number)

RE: PETITION FOR SPECIAL HEARING * BEFORE THE
301 Reserve Court; E corner of Rolling *
Road & Reserve Court * ZONING COMMISSIONER
1st Election & 1st Councilmanic Districts *
Legal Owner(s): Tim Luecking * FOR
Petitioner(s) * BALTIMORE COUNTY
* 08-199-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
People's Counsel for Baltimore County



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 20th day of November, 2007, a copy of the foregoing Entry of Appearance was mailed to, Tim Luecking, 5454 Autumn Field Court, Ellicott City, MD 21043, Petitioner(s).

RECEIVED

NOV 20 2007

Per



PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

CASE NAME _____
CASE NUMBER 08-199-SPT-
DATE 1-3-08

PETITIONER'S SIGN-IN SHEET

NAME	ADDRESS	CITY, STATE, ZIP	E-MAIL
✓ TIM LUTCKING	102 FAIRFAX DR.	CATONSVILLE MD 21228	
✓ Mary hanc	5348 Rolling Rd	CATONSVILLE MD 21228	
	AS 57 119108		
	Lucking, Timothy		
	102 Fairfax Dr.		
	Catonsville, MD		
	21228		
	2023		
	2023		

DATE 1-3-08

E-MAIL

[illegible]

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

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

DATE: November 19, 2007

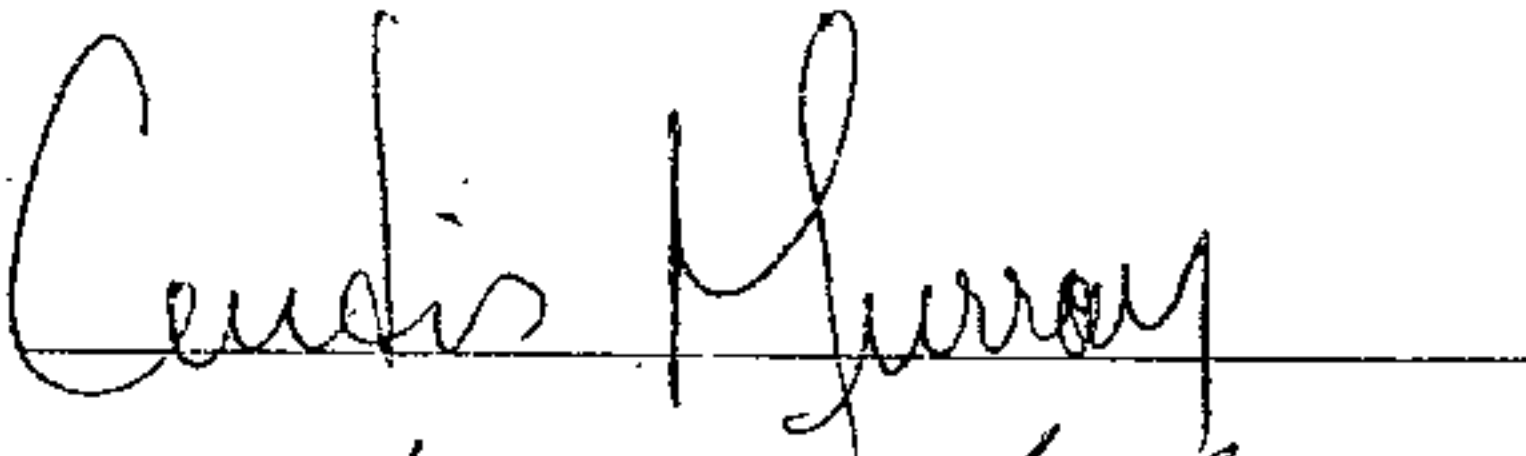
FROM: Arnold F. 'Pat' Keller, III
Director, Office of Planning

SUBJECT: Zoning Advisory Petition(s): Case(s) 8-199- Special Hearing

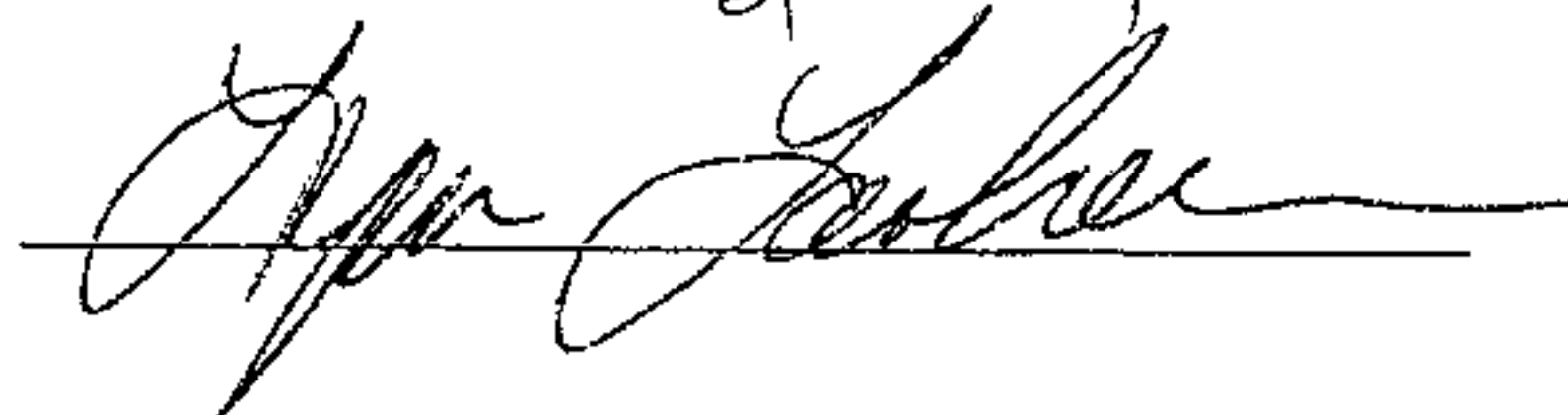
The Office of Planning has reviewed the above referenced case(s) and has no comments to offer.

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

Reviewed By:



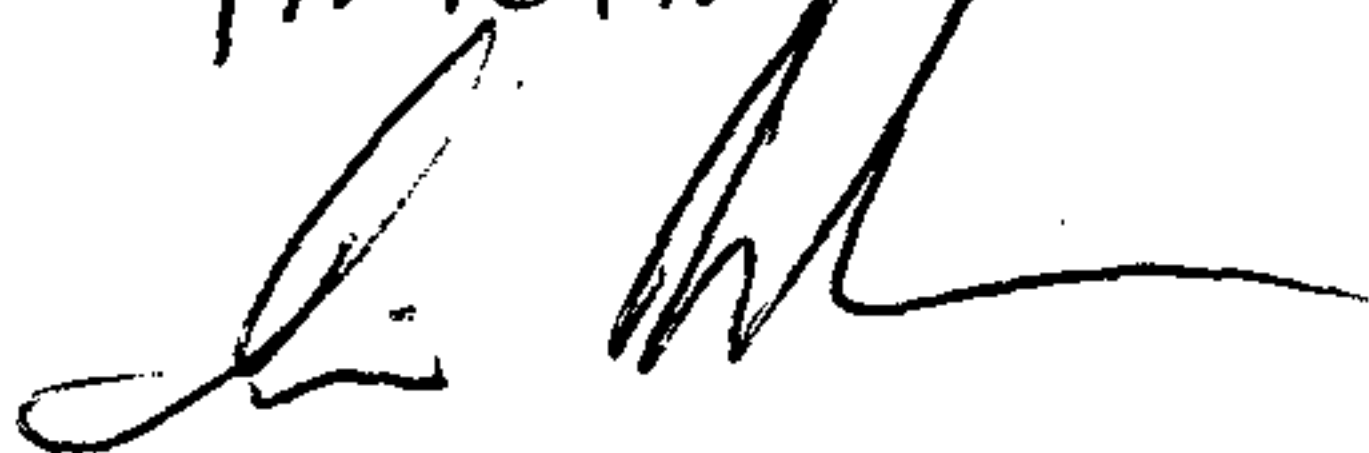
Division Chief:
CM/LL



2/1/08

I WOULD LIKE TO APPEAL THE
COMMISSIONERS RULING ON CASE NO.

08-199-SPH 301 RESERVE CT.
CATONSVILLE MD.
21228

TIMOTHY T. LUCKING


RECEIVED

FEB - 2 2008

Per.....

Please include
Ray Harmon
in correspondence

Case No.: 08-199-SPH 301 RESERVE CT

Exhibit Sheet

	Petitioner/Developer	Protestant
	CONDITIONAL USE Permit 3-8-99 and	
No. 1	AFFIDAVIT & FLOOR PLANS (3 pages).	Photographs - 7/07 - Taken by M's Malay
No. 2	BGE - Meter service for 540 S Holly Rd - 1st Floor 540 S " " - 2nd Floor	PETITIONS AGAINST USE
No. 3	Site Plan	DEED HISTORY OF PROPERTY [1919 thru 1999]
No. 4		
No. 5		
No. 6		
No. 7		
No. 8		
No. 9		
No. 10		
No. 11		
No. 12		

The undersigned hereby affirms under the penalties of perjury to the Director of Zoning Administration and Development Management (ZADM), as follows:

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

[Handwritten Signature]
AFFIANT (Handwritten Signature)

ROBERT J. McDANIEL
AFFIANT (Printed Name)

21 STAGS LEAP COURT BALTO. MD. 21208
ADDRESS (Printed)

410-486-5581
TELEPHONE NUMBER

BASED UPON YOUR PERSONAL KNOWLEDGE, PLEASE ANSWER THE FOLLOWING:

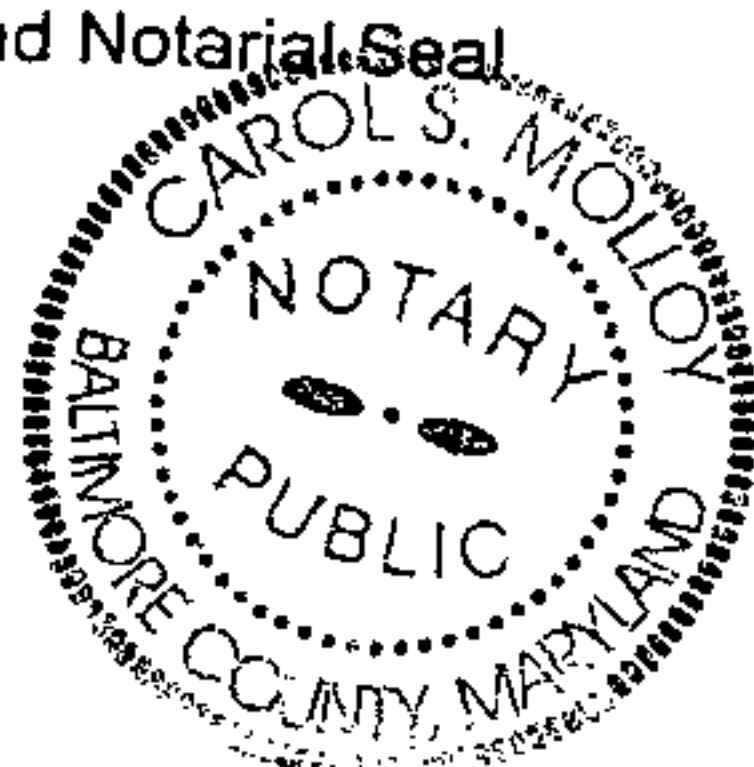
1. Can you verify by this affidavit and/or testify in court, if necessary, that the home located at 540 SOUTH ROLLING ROAD 21228 has been occupied as a 2 apartment dwelling since JUNE, 1939? Yes
(month) (year) (answer)
2. Can you also verify and testify, if necessary, that said apartments have been occupied by renters every year since JUNE, 1950? Yes
(month) (year) (answer)
3. Will you realize any gain from the sale of this property? No
(answer)

**If the answer is yes, this form cannot be approved.*

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY this 1 day of MARCH, 1999, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ROBERT J. McDANIEL, the Affiant herein, personally known or satisfactorily identified to me as such Affiant, and made oath in due form of law that the matters and facts herein above set forth are true and correct to the best of his/her knowledge and belief.

AS WITNESS my hand and Notarial Seal



Carol S. Mallory
NOTARY PUBLIC
My Commission Expires 9/1/02

PETITIONER'S

EXHIBIT NO. 1

**CONDITIONAL USE PERMIT
FOR
TWO APARTMENTS**

(AKA 301 RESERVE CT.)

This use permit for two apartments at 540 S. Rolling Rd. Catonsville, Md. 21228
(address)

is issued entirely upon the basis of the herein affidavit, including the dates of original use and continuous use sworn to therein. The responsibility for the accuracy of said dates and uses is entirely that of the legal owner and/or agent thereof. In the event that the accuracy is challenged, our approval is automatically withdrawn; the use permit will be reinstated only after public hearing and submission of testimony that alleviates the allegations contained in the challenge and otherwise provides the proofs necessary to establish a legal non-conforming use for the number of apartments claimed. Knowingly falsifying the affidavit information on the reverse side of this permit is subject to the penalties of perjury.

DATE: 3/8/99

APPROVED BY: AK
DIRECTOR, DEPARTMENT OF PERMITS
AND DEVELOPMENT MANAGEMENT

Revised 9/5/95

065492

BUILDING SKETCH

Borrower McDaniel, Mark

File No. 970119

Property Address 540 South Rolling Road

City Baltimore

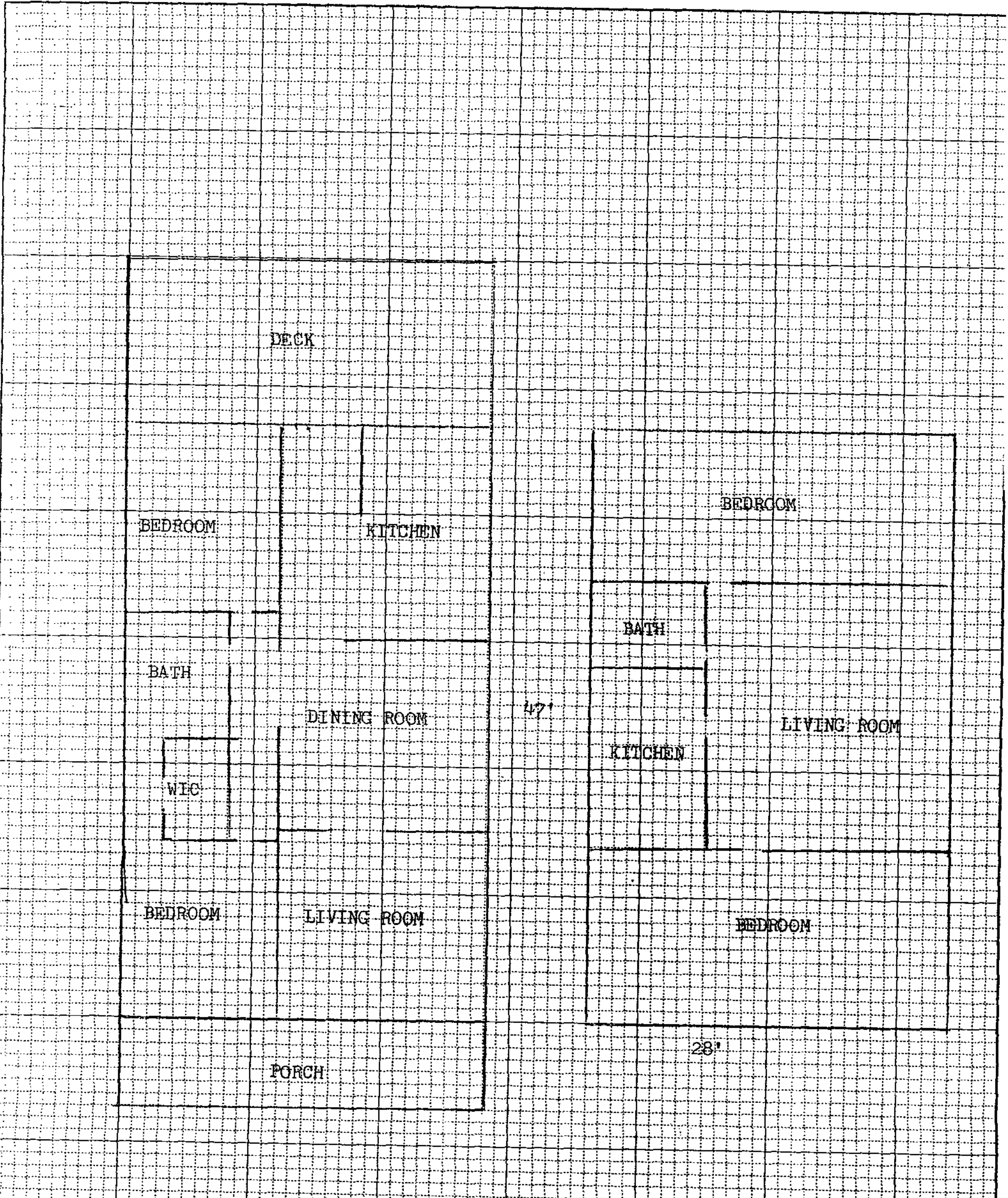
County Baltimore

State MD

Zip Code 21228

Lender

~~XXXXXXXXXXXXXXXXXXXX~~





A Constellation Energy Company

Investigations and Billing Services

P.O. Box 1475

Baltimore, Maryland 21203-1475

July 23, 2007

Timothy T. Luecking
5454 Autumn-Field Court
Ellicott City, MD 21043

RE: Address: 540 S. Rolling Road
Baltimore, MD 21228

Dear Mr. Luecking:

Thank you for your recent inquiry regarding the address noted above. Our records indicate we provided service to meters at that address on the dates listed below. There may well have been meters installed before this date, but our records do not show that information.

Address	Gas Meter #	Electric Meter #	Meter Installed
540 S. Rolling Rd *1 ST Floor	1292862	G18457938	12/14/00
540 S. Rolling Rd *2 nd Floor	1292850	G18457936	12/14/00

If you have questions, please contact me on 410-209-1528, or 1-800-685-0123, extension 1528. I am available between 7:30 A.M. and 4:00 P.M. Monday through Friday.

Sincerely,

Victor I. Cook
Customer Accounts Specialist

PETITIONER'S

EXHIBIT NO. 2

The undersigned hereby affirms under the penalties of perjury to the Director of Zoning Administration and Development Management (ZADM), as follows:

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

[Handwritten Signature]
AFFIANT (Handwritten Signature)

ROBERT J. MCDANIEL
AFFIANT (Printed Name)

21 STARS LEAP COURT BALTO. MD. 21204
ADDRESS (Printed)

410-486-5581
TELEPHONE NUMBER

BASED UPON YOUR PERSONAL KNOWLEDGE, PLEASE ANSWER THE FOLLOWING:

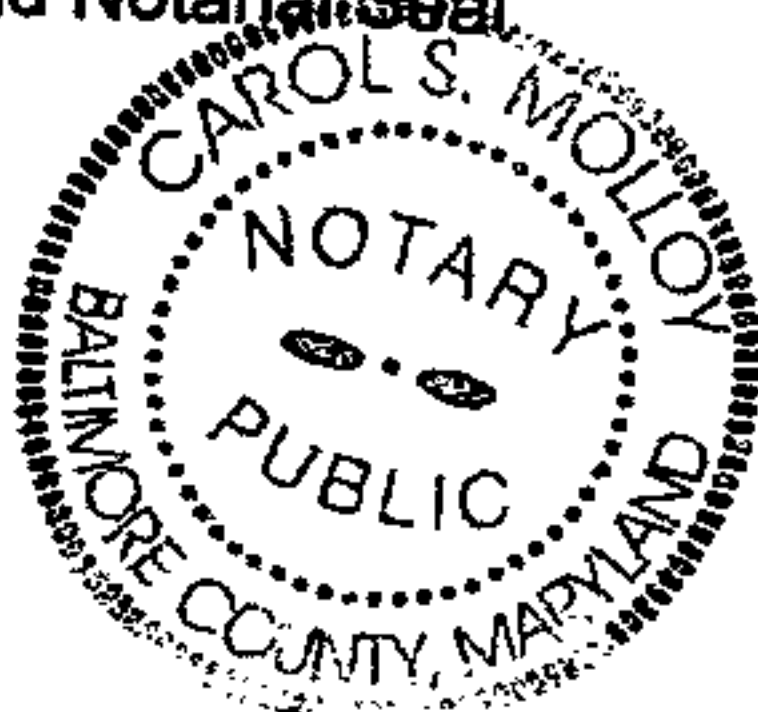
1. Can you verify by this affidavit and/or testify in court, if necessary, that the home located at 540 SOUTH ROLLING ROAD 21228 has been occupied as a 2 apartment dwelling since JUNE 1939 ? YES
(address) (month) (year) (answer)
2. Can you also verify and testify, if necessary, that said apartments have been occupied by renters every year since JUNE 1950 ? YES
(month) (year) (answer)
3. Will you realize any gain from the sale of this property? NO *
(answer)

*If the answer is yes, this form cannot be approved.

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY this 1 day of MARCH, 1999, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ROBERT J. MCDANIEL, the Affiant herein, personally known or satisfactorily identified to me as such Affiant, and made oath in due form of law that the matters and facts herein above set forth are true and correct to the best of his/her knowledge and belief.

AS WITNESS my hand and Notarial Seal



Carol S. Molloy
NOTARY PUBLIC
My Commission Expires 9/1/02

PLAT TO ACCOMPANY PETITION FOR ZONING ☐ VARIANCE ☒ SPECIAL HEARING

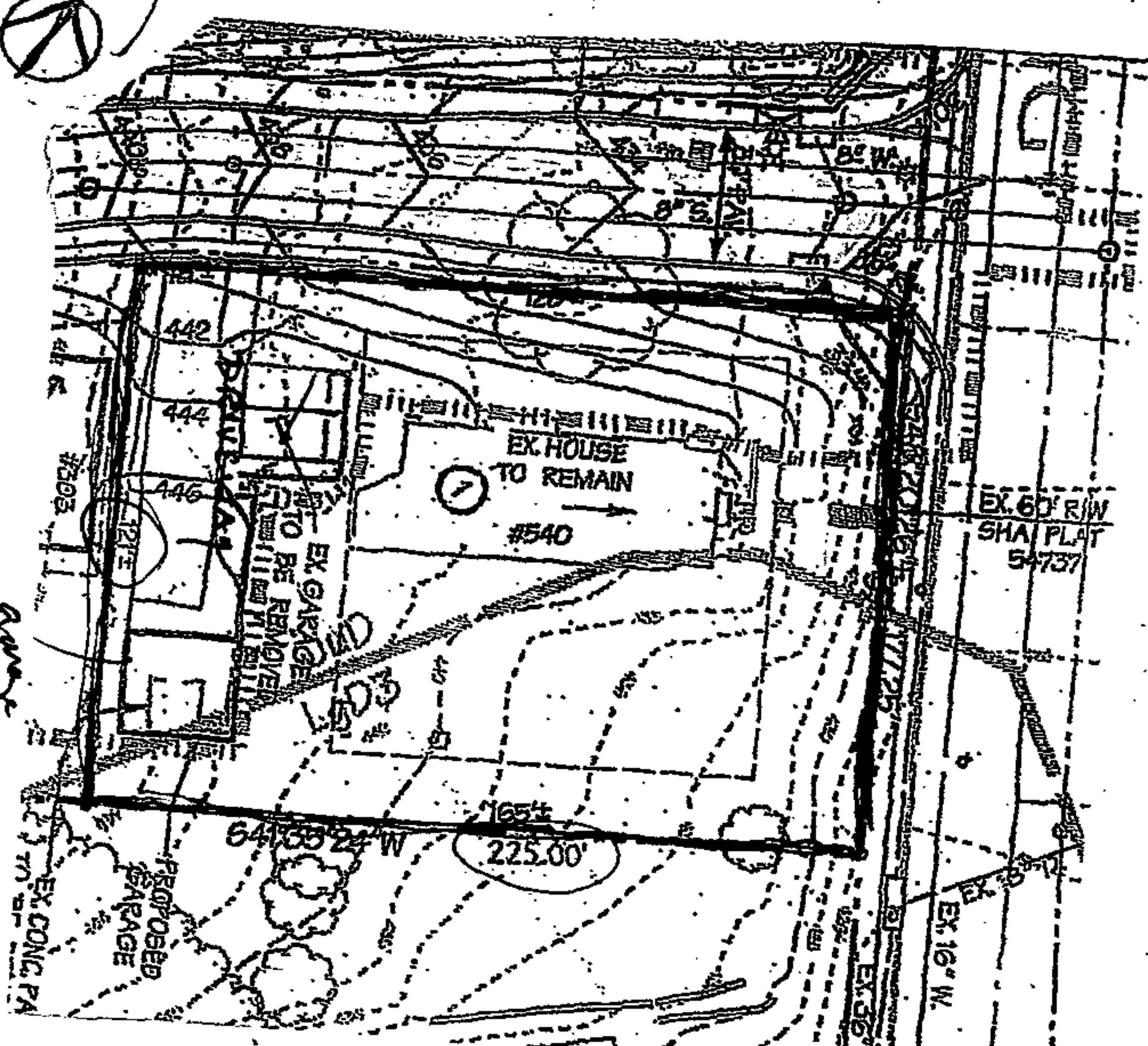
PROPERTY ADDRESS 540 S. RIVERSIDE

SUBDIVISION NAME MULCASTLE PLAT

PLAT BOOK # 109 LOT # 1 SECTION # 1

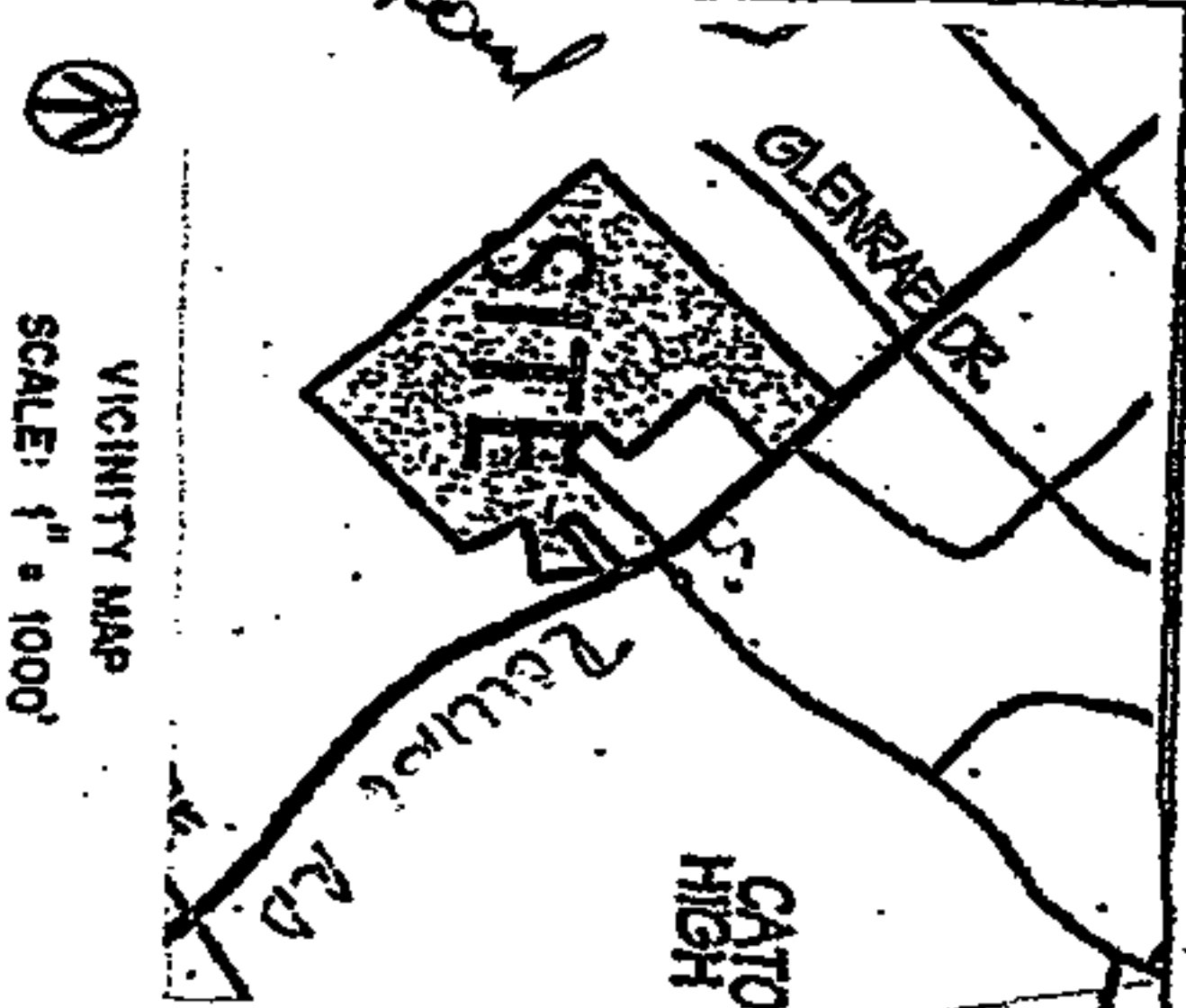
OWNER WILLIAM T. LEECHING SR.

SEE PAGES 5 & 6 OF THE CHECKLIST FOR ADDITIONAL REQUIRED INFORMATION



PREPARED BY DMW

SCALE OF DRAWING: 1" = 50'



LOCATION INFORMATION	
ELECTION DISTRICT	15T
COUNCILMANIC DISTRICT	1ST
1" = 200' SCALE MAP #	101A3
ZONING	DRB
LOT SIZE	0.458
ACREAGE	SQUARE FEET
SEWER	PUBLIC PRIVATE
WATER	YES NO
CHESAPEAKE BAY CRITICAL AREA	YES NO
100 YEAR FLOOD PLAIN	YES NO
HISTORIC PROPERTY / BUILDING	YES NO
PRIOR ZONING HEARING	YES NO
ZONING OFFICE USE ONLY	CASE #
REVIEWED BY	ITEM #

PETITIONER'S

EXHIBIT NO. 3

Case No.: 08-199-SPH 301 RESERVE CT

Exhibit Sheet

Petitioner/Developer

Protestant

Petitioner/Developer		Protestant
No. 1	CONDITIONAL USE Permit 3-8-99 and AFFIDAVIT & FLOOR PLANS (3 pages).	Photographs - 7/07 - Taken by M's Maloney
No. 2	BGE - Meter service for 540 S Rolly Rd - 1st Floor 540 S " " - 2nd Floor	PETITIONS AGAINST USE
No. 3	Site Plan	DEED HISTORY OF PROPERTY [1919 thru 1999]
No. 4		
No. 5		
No. 6		
No. 7		
No. 8		
No. 9		
No. 10		
No. 11		
No. 12		

THIS SHEET TO BE SUBMITTED WITH 2 APARTMENT AFFIDAVIT AND A CHECK FOR \$400 MADE PAYABLE TO: BALTIMORE COUNTY

K L X W 20' X 12'	B L X W
LR L X W	D L X W
	BH L X W

FIRST FLOOR APT. #1

B L X W	B + L X W
BH L X W	DR + L X W
B L X W	LR + L X W

SECOND FLOOR APT. #2

IF THERE IS NOT A 3RD FLOOR MARK N/A OTHERWISE MARK FT² AND USE.

THIRD FLOOR

S: L X W

BASEMENT

S: L X W

ATTIC

DIRECTIONS: DRAW IN EACH ROOM AND MARK ITS USE/LENGTH AND WIDTH. MARK WHICH FLOOR HAS APARTMENT. IF DWELLING IS SEMI DETACHED USE 1 SHEET FOR EACH APARTMENT.

LEGEND: K=KITCHEN, B=BEDROOM, BH=BATH, S=STORAGE, C=CLOSET, LR=LIVING ROOM, DR=DINING ROOM, AND D=DEN.

ORCHARD FREE ST. LOT LENGTH 115'

LOT

DWELLING

WIDTH 30' LENGTH 40'

FRONT

10'

10'

10'

20'

LOT WIDTH 50'

JOPPA ROAD

* 3415 ADDRESS AND

NAME OF STREET FRONTING PROPERTY (IF A CORNER LOT NAME SIDE STREET)

NAME OF AND DISTANCE TO NEAREST INTERSECTING ROAD

DISTANCE TO NEAREST INTERSECTING ROAD 230' TO LOCH RAVEN BLVD.

OWNER'S SIGNATURE

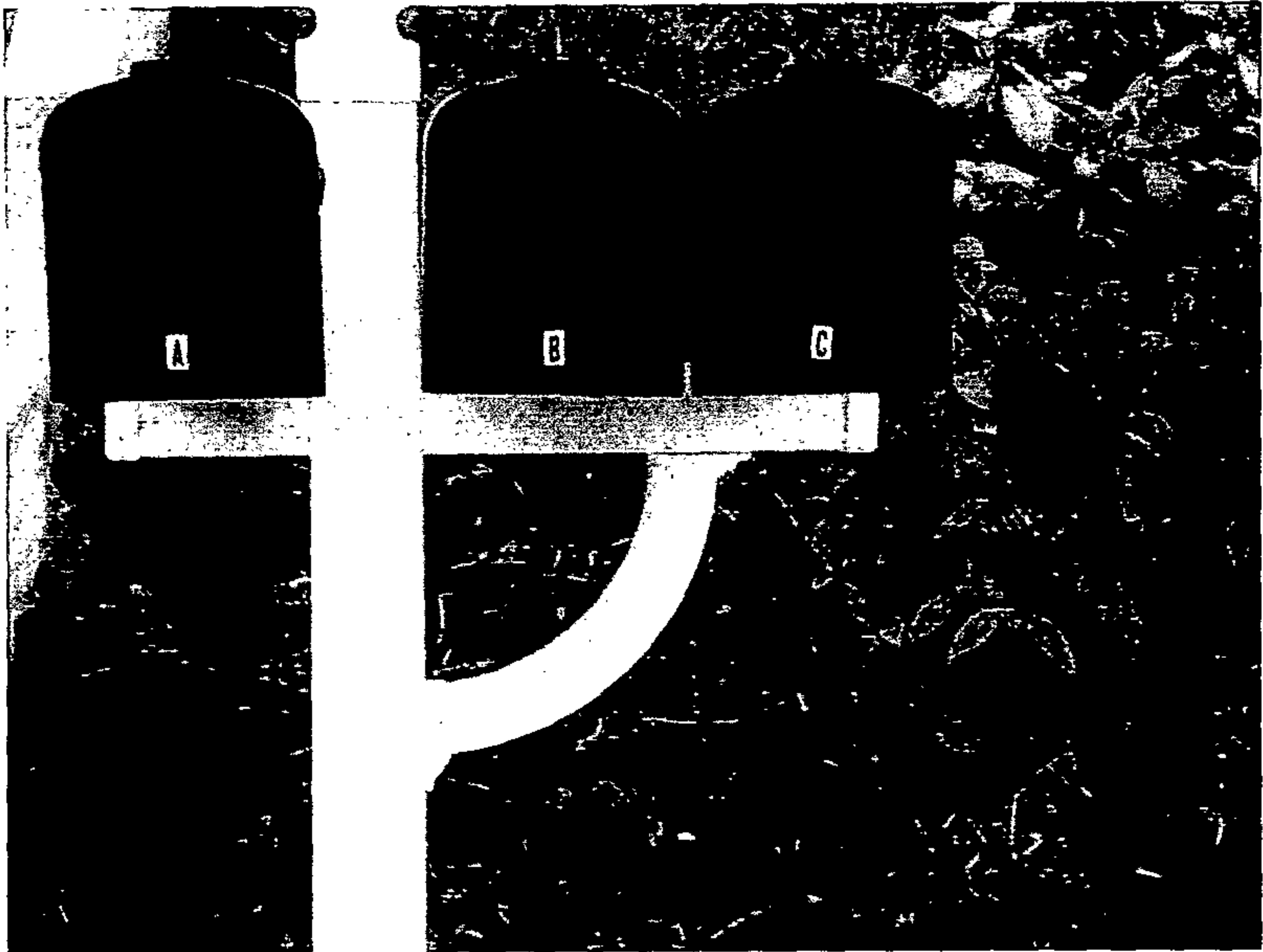
SHOW NORTH ARROW IN CIRCLE.

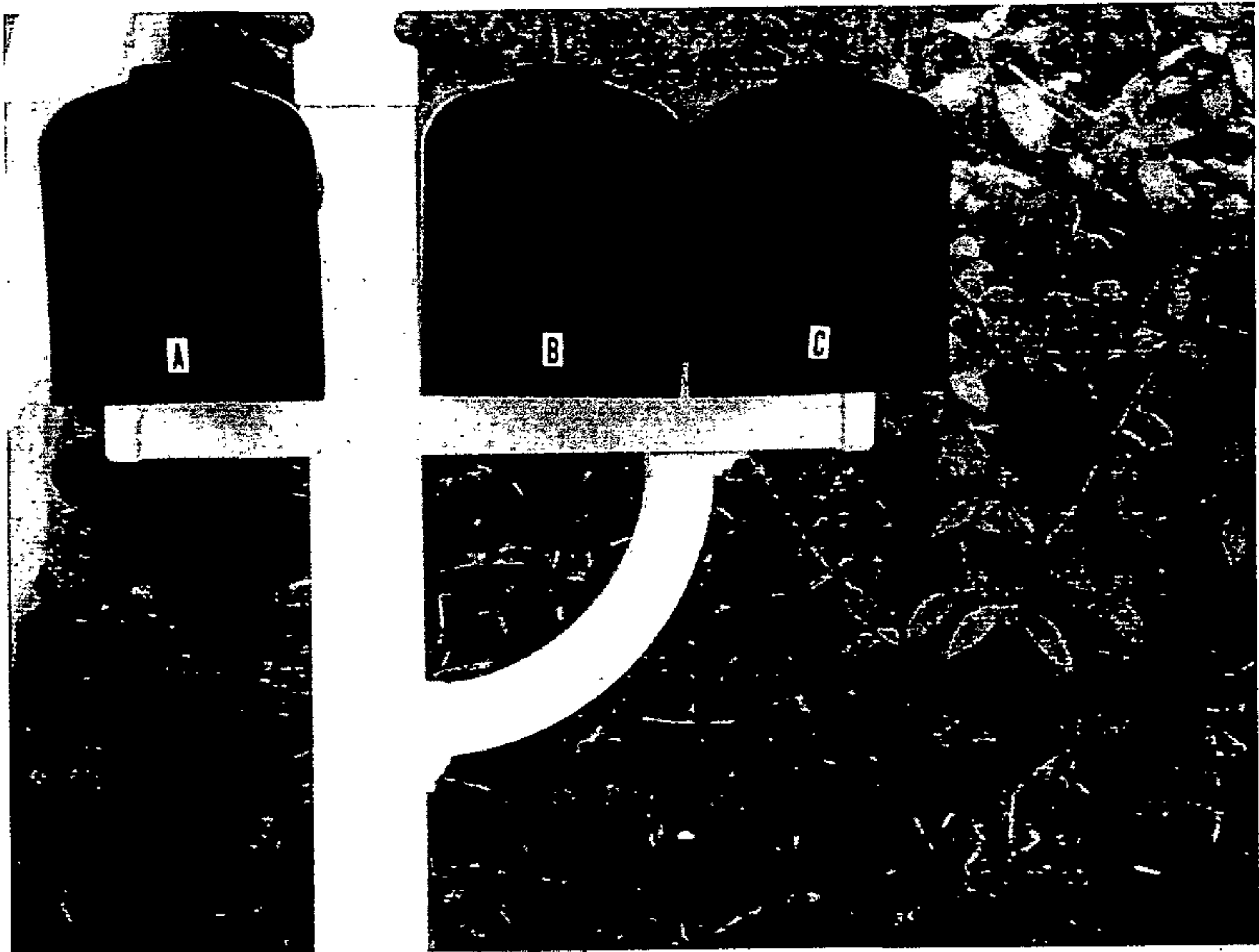
INCLUDE DWELLING DISTANCE TO PROPERTY LINES. FRONT, SIDES, AND REAR.

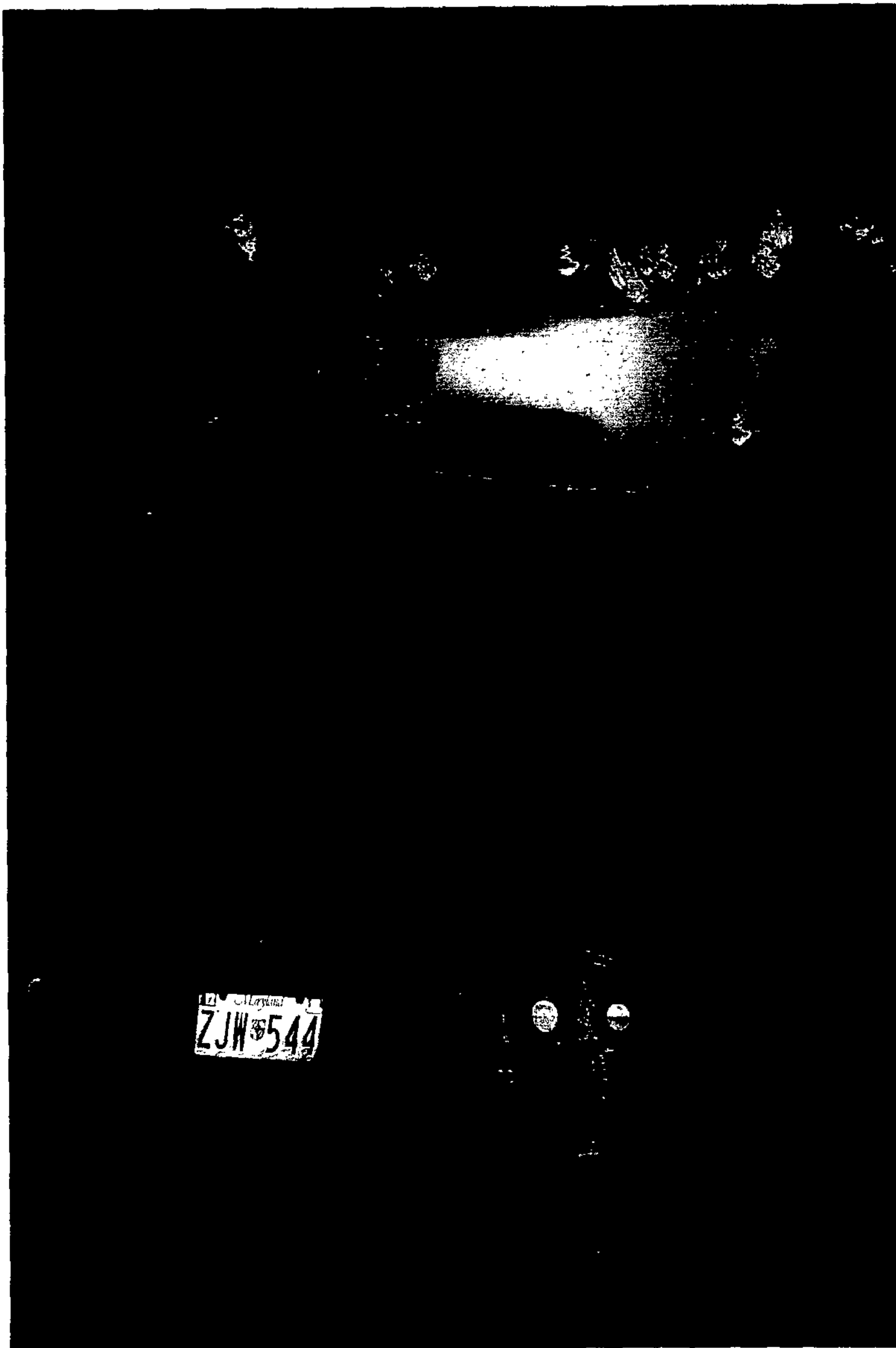


PROTESTANT' S

EXHIBIT NO. 1









Dear Zoning Commissioner;

Re: Hearing on Thurs. Sept 6, 2007 at 9am
111 Westchester
Towson, MD 21204

We, the following residents of Reserve Court and members of the Hillcrest Reserve Homeowners Association, have been made aware of the fact that 301 Reserve Court (formerly known as 540 S Rolling Road) is currently being used as apartments and are opposed to its continued use as such in violation of the current zoning (DR-2).

We invested in the Catonsville community and in our new homes with the understanding that our neighborhood was zoned for single family homes.

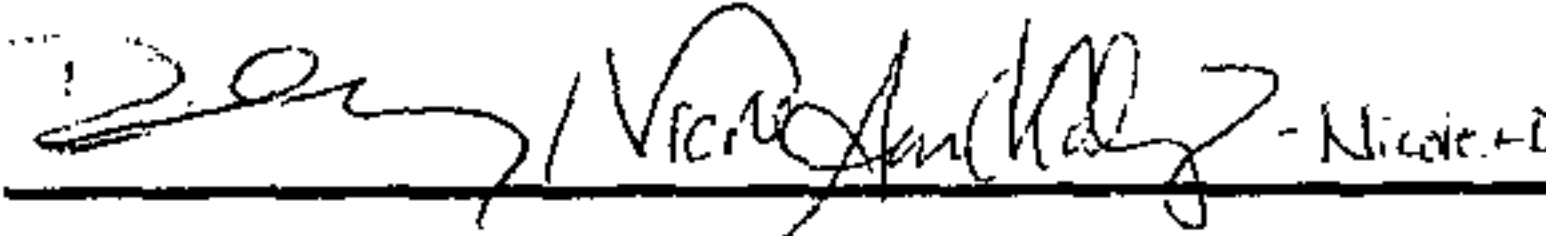
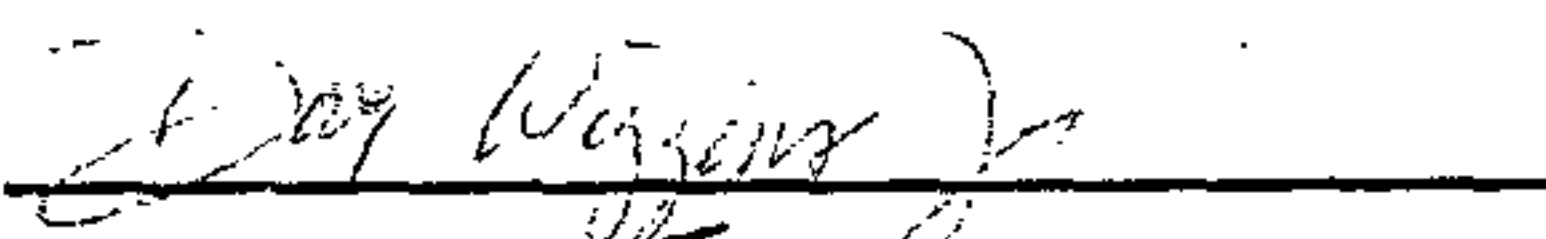
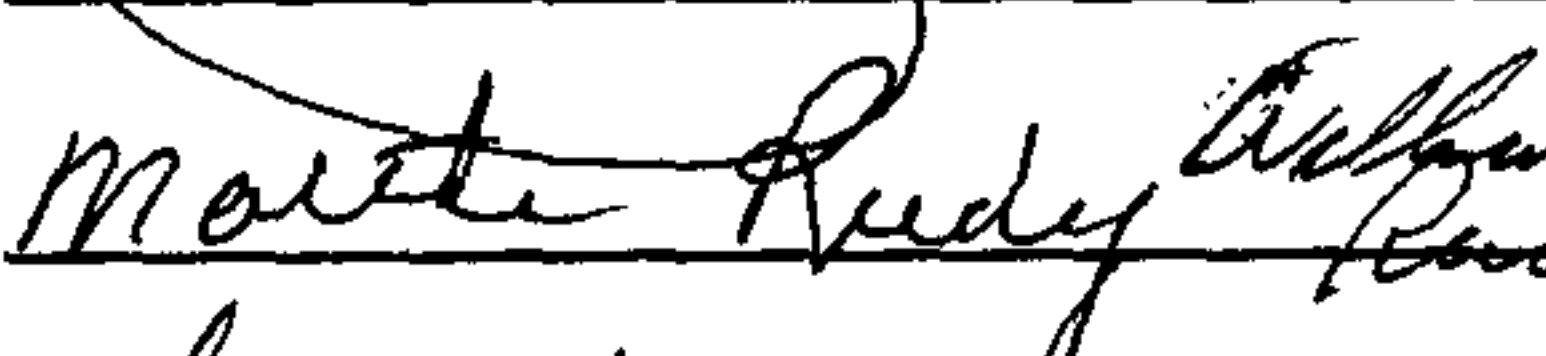
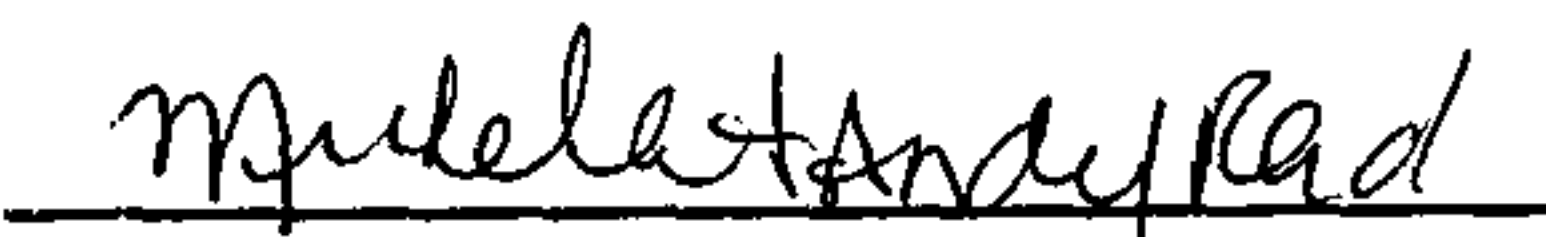
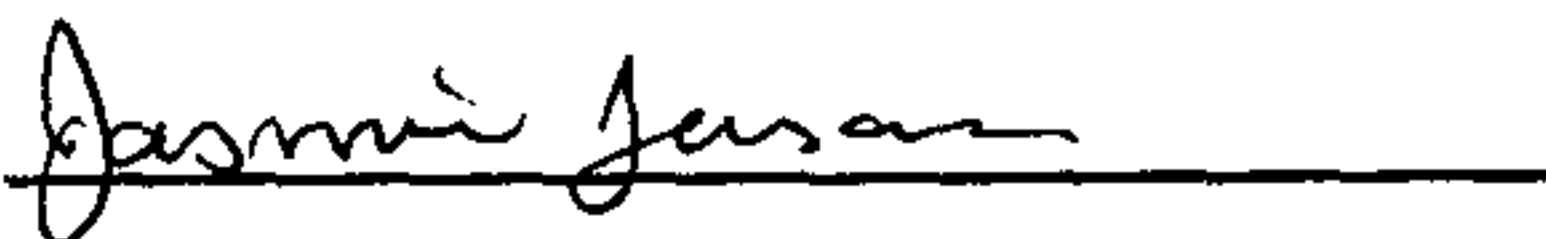
We request that the Board enforce the current zoning and require the house be used as a single family residence.

PROTESTANT'S

EXHIBIT NO.

2

Sincerely,

<u> Nicole Davis</u>	<u>309 Reserve Court. 410-788-2384</u>
<u> Mary Wiggins</u>	<u>307 RESERVE CT 410-455-5303</u>
<u> Mary Wiggins</u>	<u>318 RESERVE CT 410-719-8867</u>
<u> Mary Wiggins</u>	<u>137 Newburg Ave 410-788-8541</u>
<u>Marta Rudy  Rudy</u>	<u>314 Reserve Ct. 410-747-1260</u>
<u>Lisa  Lisa</u>	<u>316 Reserve Ct. 410-744-3754</u>
<u>Michele  Michele</u>	<u>317 Reserve Ct 443 410-2764</u>
<u>Jasmin  Jasmin</u>	<u>556 S. Rolling Road. 410-788-0034</u>
<u>Patricia Pam Bageant</u>	<u>552 S. Rolling Rd 410-961-1454</u>
<u>Mary L.  Mary L. Lang</u>	<u>554 S. Rolling Rd 410-747-5239</u>

12/31/2007

1st Council District
Zoning Review Office
Baltimore County Office Building
111 West Chesapeake Avenue Room 106
Towson, MD 21204

Dear Zoning Commissioner,

Regarding the special hearing on 01/03/2008 to approve the subject dwelling as a legal non-conforming two-apartment dwelling. CASE NUMBER: 8-199-SPH.

We, the following residents of Catonsville and members of the Hillcrest Reserve Homeowners Association, have been made aware of the fact that 301 Reserve Court (formerly known as 540 S Rolling Road) Legal owner: Tim Luecking, is currently being used as apartments and are opposed to its continued use as such in violation of the current zoning (DR-2).

We do not want the zoning changed or any special exceptions granted regarding 301 Reserve Court Property. (formerly 540 South Rolling Road)

We invested in Baltimore County in the Catonsville community and in our new homes with the understanding that our neighborhood was zoned for single family homes. We request that the Board enforce the current zoning and require 301 Reserve Court be used as a single family residence.

Sincerely,

Name: Xiu (Cathy) Chen

Address: 313 Reserve Ct.
Catonsville, MD 21228

12/31/2007

1st Council District
Zoning Review Office
Baltimore County Office Building
111 West Chesapeake Avenue Room 106
Towson, MD 21204

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We do not want the zoning changed or any special exceptions granted regarding 301 Reserve Court Property. (formerly 540 South Rolling Road)

We invested in Baltimore County in the Catonsville community and in our new homes with the understanding that our neighborhood was zoned for single family homes. We request that the Board enforce the current zoning and require 301 Reserve Court be used as a single family residence.

Sincerely,

Michelle Reid

Name:

Michelle Reid

Andy Reid

Address:

*317 Reserve Ct
Catonsville MD
21228*

Cal Reid

12/31/2007

1st Council District
Zoning Review Office
Baltimore County Office Building
111 West Chesapeake Avenue Room 106
Towson, MD 21204

Dear Zoning Commissioner,

Regarding the special hearing on 01/03/2008 to approve the subject dwelling as a legal non-conforming two-apartment dwelling. CASE NUMBER: 8-199-SPH.

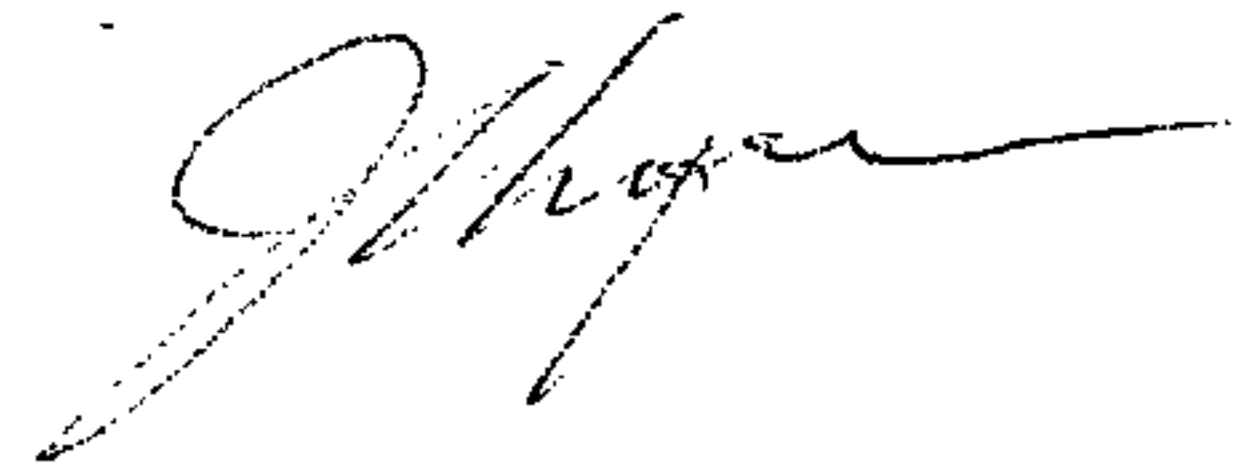
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We invested in Baltimore County in the Catonsville community and in our new homes with the understanding that our neighborhood was zoned for single family homes. We request that the Board enforce the current zoning and require 301 Reserve Court be used as a single family residence.

Sincerely,

Name: JEFFREY CHYON



Address: 318 RESERVE COURT
CATONSVILLE, MD 21228

Case Entry/Update

Format : CASREC

Mode : CHANGE

File : PDLV0001

BW
1-3-08

Dt Rec: 7092007 Intake: CW Act: _____ Case #: 07-8897

Insp: HARMON Insp Grp: ENF Insp Area: 1 Tax Acct: 2400011534

Address: 301 RESERVE ST Apt #: _____ Zip: 21228

Owner: KHOVANIAN HOMES OF MARYLAND INC - FOR RENT: 410-988-5545

ALSO- OWNER SAID TO BE TIM LUECKING-5454 AUTUMN FIELD CT 21043

Problem Descript.: ILLEGAL CONVERSION OF A DWELLING IN TO 3 APARTMENTS (HAS 3 MAILBOXES AND SIGNS FOR RENT)

CHECK 540 AS WELL ADDRESSES HAVE CHANGED

Complainant Name (Last): MALOY (First): NICOLE

Complainant Addr: 309 RESERVE CT

Complainant City: BALTIMORE State: MD Zip: 21228

Complainant Phone (H): 4107882384 (W): 4105233130

Date of Reinspection: 1072008 Date Closed: _____ Delete Code (P): _

F3=Exit

F5=Refresh

F6=Select format

F9=Insert

F10=Entry

F11=Change

08-199-5821

RECEIVED
DEC 28 2007

BY:.....

Case Entry/Update

Format : CASREC

Mode : CHANGE

File : PDLV0001

Notes: ***7/10/07, KNOCKED ON DOOR, NO ANSWER, OBSERVED 3 MAILBOXES (A,B,C)
BOXES ON SIDE OF HOUSE, RESERVE CT, ON THE GIS SYSTEM IT LOOKS AS IF ADDRESS HAS
BECOME 301 RESERVE CT, RH/CW***

***7/17/07, DELIVERED NOTICE TO 301 RESERVE CT, TALKED WITH MR. TIM LUECKING
CLAIMING OWNERSHIP BUT TAX ACCT SHOWS DIFFERENT OWNERSHIP, P/U 8/12/07, RH/CW***

***8/13/07, OBSERVED ONE OF THREE MAIL-BOXS HAS BEEN REMOVED FORM STREET.
OBSERVED ONE MAIL-BOX. SETTING IN FRONT OF DOOR IN REAR APARTMENT. PROPERT
REMIANS IN VIOLATIONS. I DECIDED TO ISSUE CITATION. PHOTOS TAKEN. HEARING 9/6/07
, P/U 9/3/07, COMPLAINANT UPDATED. RH/MK***

8/16/07 ON DOCKET FOR 9/6/07 PER R HARMON /JF.

9/11/07 FINAL ORDER SENT TO TIM LEUCKING FILE TO R HARMON /JF

****09/04/07 - I OBSERVED TWO MAILBOXES, TWO METERS. TAKED W/ MR. LUECKING, HE
ACKNOWLEDGES THREE APTS. ONE IS NOT OCCUPIED AT THIS TIME. ADVISED MR. LUECKI
NG OF HEARING SCHEDULED FOR 09/06/07. PHOTOS TAKEN. RECEIVED CALL FROM MR. RUD
Y (BEST FRIENDS W/ PREVIOUS OWNER) STATED APT. WAS NOT RENTED OUT IN THE 1980'S.
HOME #410-788-1499, CELL #410-788-1499. RH/LS

F3=Exit

F5=Refresh

F6=Select format

F9=Insert

F10=Entry

F11=Change

Case Entry/Update

Mode . . . : CHANGE

Format . . . : CASREC

File . . . : PDLV0001

Notes 2: ****09/11/07 - PER ORDER, \$5,000 FINE, \$1,000 SUSPENDED ON CONDITION
VIOLATION IS ABATED BY 11/01/07. IF NOT \$5,000 FINE IS TO BE IMPOSED. RH/LS***
10/17/07, P/U 11/2/07 FOR FINAL ORDER, RH/CP
***11/2/07, FILES SENT TO RSW TO IMPOSE CIVIL PENALTY, HEARING OFFICER STATED
MISTAKE WAS MADE ON PENALTY, ADVISED ME TO WAIT UNTIL SPECIAL HEARING (CASE #
8-199-SPH) BEFORE FURTHER CORRECTION IS MADE, COMPL UPDATED, RH/CP***
***12/17/07, SPECIAL HEARING 1/3/08, WILL INSPECT RESULTS 1/7/08, COMPL UPDATED,
RH/CP***

F3=Exit

F5=Refresh

F6=Select format

F9=Insert

F10=Entry

F11=Change



Maryland Department of Assessments and Taxation
BALTIMORE COUNTY
Real Property Data Search (2007 vw5.1)

[Go Back](#)
[View Map](#)
[New Search](#)

Account Identifier: District - 01 **Account Number -** 2400011534

Owner Information

Owner Name: LUECKING TIMOTHY T **Use:** RESIDENTIAL
Mailing Address: 301 RESERVE CT **Principal Residence:** NO
 BALTIMORE MD 21228-5944 **Deed Reference:** 1)
 2)

Location & Structure Information

Premises Address **Legal Description**
 301 RESERVE CT .458AC
 BALTIMORE 21228-5944 301 RESERVE CT SS
 HILLCREST RESERVE

Map	Grid	Parcel	Sub District	Subdivision	Section	Block	Lot	Assessment Area	Plat No:
101	14	496					1	1	Plat Ref: 77/ 180

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

Primary Structure Built	Enclosed Area	Property Land Area	County Use
1941	2,154 SF	19,952.00 SF	04

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

Value Information

	Base Value	Value As Of 01/01/2007	Phase-in Assessments As Of 07/01/2007	As Of 07/01/2008
Land	88,730	214,980		
Improvements:	172,150	202,270		
Total:	260,880	417,250	313,003	365,126
Preferential Land:	0	0	0	0

Transfer Information

Seller:	Date:	Price:
Type:	Deed1:	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:

Exemption Information

Partial Exempt Assessments	Class	07/01/2007	07/01/2008
County	000	0	0
State	000	0	0
Municipal	000	0	0

Tax Exempt: NO
Exempt Class:

Special Tax Recapture:
 * NONE *

No. 0000

附錄

Date: 10-26-07

7-10/20/2007 10/26/2007 13:58:28

[illegible]

Total: 325

From:

1. 7. 1950

SP. H21-08-170-544

DISTRIBUTION

WHITE - CASHIER

PINK - AGENCY

YELLOW - CUSTOMER

CASHIER'S VALIDATION

TO: PATUXENT PUBLISHING COMPANY
Tuesday, December 18, 2007 Issue - Jeffersonian

Please forward billing to:

Tim Luecking
5454 Autumn Field Court
Ellicott City, MD 21043

410-303-1095

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: 08-199-SPH

301 Reserve Court

E/corner of Rolling Road and Reserve Court

1st Election District – 1st Councilmanic District

Legal Owners: Timothy Luecking

Special Hearing to approve the subject dwelling as a legal nonconforming two-apartment dwelling.

Hearing: Tuesday, January 3, 2008 at 11:00 a.m. in Room 106, County Office Building,
111 West Chesapeake 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: 08-199 SPH.

Petitioner: TIM LUECKING

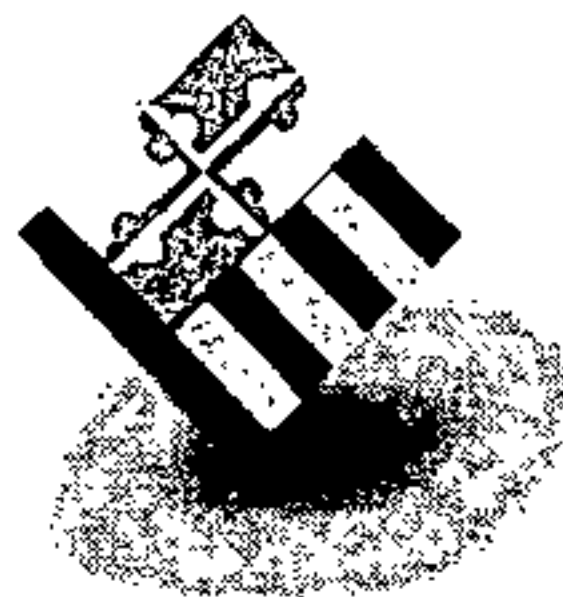
Address or Location: 301 RESERVE CT.

PLEASE FORWARD ADVERTISING BILL TO:

Name: TIM LUECKING

Address: 5454 AUTUMN FIELD CT
ELLCOTT CITY MD. 21043

Telephone Number: 410-303-1095



BALTIMORE COUNTY
M A R Y L A N D

JAMES T. SMITH, JR.
County Executive

TIMOTHY M. KOTROCO, *Director*
Department of Permits and
Development Management

December 27, 2007

Timothy T. Luecking
5454 Autumn Field Court
Ellicott City, MD 21043

Dear Mr. Luecking:

RE: Case Number: 08-199-SPH, 301 Reserve Court

The above referenced petition was accepted for processing **ONLY** by the Bureau of Zoning Review, Department of Permits and Development Management (PDM) on October 26, 2007 is not an approval, but only a **NOTIFICATION**.

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,

A handwritten signature in cursive script, reading "W. Carl Richards, Jr.".

W. Carl Richards, Jr.
Supervisor, Zoning Review

WCR:amf

Enclosures

c: People's Counsel

Martin O'Malley, Governor
Anthony G. Brown, Lt. Governor



Maryland Department of Transportation

John D. Porcari, Secretary
Neil J. Pedersen, Administrator

Date: 11/6/2007

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

RE: Baltimore County
Item No. 8-199-SPH
301 RESERVE COURT
LUECKING PROPERTY
SPECIAL EXCEPTION

Dear Ms. Matthews:

Thank you for the opportunity to review your referral request on the subject of the above captioned. We have determined that the subject property does not access a State roadway and is not affected by any State Highway Administration projects. Therefore, based upon available information this office has no objection to Baltimore County Zoning Advisory Committee approval of Item No. 8-199-SPH.

Should you have any questions regarding this matter, please contact Michael Bailey at 410-545-2803 or 1-800-876-4742 extension 5593. Also, you may E-mail him at (mbailey@sha.state.md.us).

Very truly yours,

A handwritten signature in black ink that reads "Michael P. Bailey". The signature is written in a cursive, flowing style.

for Steven D. Foster, Chief
Engineering Access Permits
Division

SDF/MB

BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

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

DATE: November 6, 2007

FROM: ^{DKH} Dennis A. Kennedy, Supervisor
Bureau of Development Plans Review

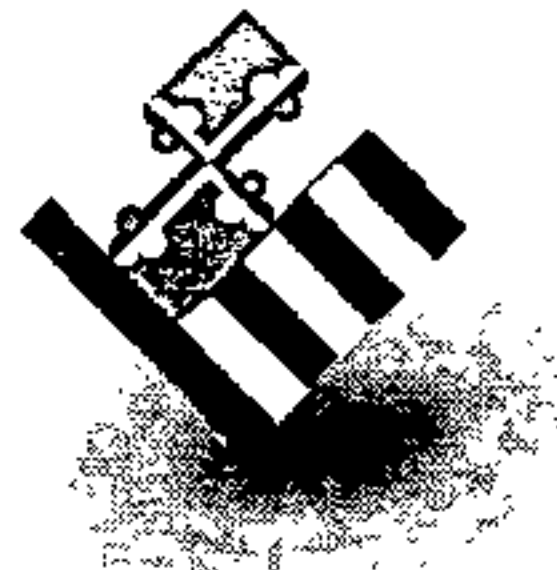
SUBJECT: Zoning Advisory Committee Meeting
For November 12, 2007
Item Nos. 08-189, 197, 198, 199, 201,
202, 203, 204, and 205

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-11062007.doc



BALTIMORE COUNTY
M A R Y L A N D

JAMES T. SMITH, JR.
County Executive

February 20, 2008
TIMOTHY M. KOTROCO, Director
Department of Permits and
Development Management

Timothy Luecking
102 Fairfield Drive
Catonsville, MD 21228

Dear Mr. Luecking:

RE: Case: 08-199-SPH, 301 Reserve Court

Please be advised that your appeal of the above-referenced case was received in this office on February 2, 2008. All materials relative to the case have been forwarded to the Baltimore County Board of Appeals (Board).

If you are the person or party taking the appeal, you should notify other similarly interested parties or persons known to you of the appeal. If you are an attorney of record, it is your responsibility to notify your client.

If you have any questions concerning this matter, please do not hesitate to call the Board at 410-887-3180.

Sincerely,

A handwritten signature in cursive script that reads "Timothy Kotroco".

Timothy Kotroco
Director

TK:klm

c: William J. Wiseman III, Zoning Commissioner
Timothy Kotroco, Director of PDM
People's Counsel
Mary Lang, 554 South Rolling Road, Catonsville 21228
Stephen Shutz, 325 Reserve Court, Catonsville 21228
Kranthi Mupparaju, 303 Reserve Court, Catonsville 21228
Nicole Maloy, 309 Reserve Court, Catonsville 21228
Jamie Rudy, 5988 Ivy League Drive, Catonsville 21228
William & Martha Rudy, 314 Reserve Court, Catonsville 21228

APPEAL

Petition for Special Hearing
301 Reserve Court
E/corner of Rolling Road
1st Election District – 1st Councilmanic District
Legal Owners: Timothy Luecking

Case No.: 08-199-SPH

Petition for Special Hearing (October 26, 2007)

Zoning Description of Property

Notice of Zoning Hearing (November 19, 2007)

Certification of Publication (The Jeffersonian – December 18, 2007)

Certificate of Posting (December 18, 2007) by Garland Moore

Entry of Appearance by People's Counsel (November 20, 2007)

Petitioner(s) Sign-In Sheet – One Sheet

Protestant(s) Sign-In Sheet - None

Citizen(s) Sign-In Sheet – One Sheet

Zoning Advisory Committee Comments

Petitioners' Exhibit

1. Affidavit/Floor Plans & Conditional Use Permit
2. BGE Meter Service Letter
3. Site Plan

Protestants' Exhibits:

1. Photographs
2. Petitions against use
3. Deed History

Miscellaneous (Not Marked as Exhibit)

1. Final Order of Code Enforcement Hearing

Zoning Commissioner's Order (DENIED – January 10, 2008)

Notice of Appeal received on February 2, 2008 from Timothy Luecking

c: People's Counsel of Baltimore County, MS #2010
Zoning Commissioner
Timothy Kotroco, Director of PDM
Timothy Luecking
Mary Lang
Stephen Shutz
Kranthi Mupparaju
Nicole Maloy
Jamie Rudy
William & Martha Rudy

date sent February 21, 2008, klm

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

In the Matter of

Civil Citation No. 07-8897

Tim Luecking
5454 Autumn Field Court
Ellicott City, MD 21043

301 Reserve Court

Respondent

FINDINGS OF FACT AND CONCLUSION OF LAW
FINAL ORDER OF THE CODE ENFORCEMENT HEARING OFFICER

This matter came before the Code Enforcement Hearing Officer for the Department of Permits and Development Management on September 6, 2007, for a hearing on a citation for violations under the Baltimore County Zoning Regulations (BCZR) § 402; creation of additional dwelling units without meeting dimensional requirements on residential property zoned DR 2 known as 301 Reserve Court, 21228.

On August 14, 2007, pursuant to §3-6-205, Baltimore County Code, Code Enforcement Officer, issued a code enforcement citation. The citation was legally served on the Respondents.

The citation proposed a civil penalty of \$5,000.00 (five thousand dollars). A code enforcement hearing date was scheduled for September 6, 2007.

Mr. Leucking, Respondent appeared for the Hearing and testified.

Ray Harmon, Code Enforcement Officer presented the case for Baltimore County.

Subject property was formally known as 540 South Rolling Road. A conditional use permit was granted for 2 apartments in 1999 based on an affidavit by Robert J. McDaniels. The affidavit declared the property had 2 apartments every year since 1950. The property has 2 electric meters. An attempt to add a 3rd apartment has caused the community to challenge the accuracy of the conditional use permit. This case should be before the Zoning Commissioner to determine if a non-conforming use is appropriate, or if the dwelling should revert to a single family dwelling use. Mr. Leucking has obtained the necessary papers to file for the Special Hearing before the Zoning Commissioner.

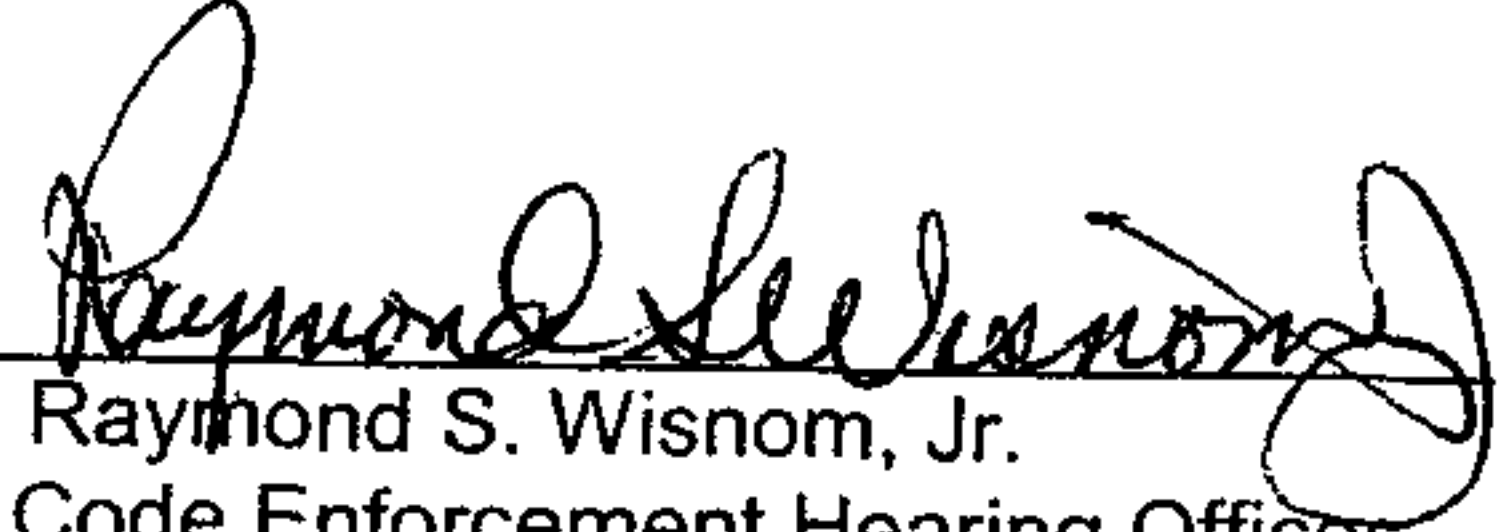
Given the fact that a Conditional Use Permit has been issued, it seems fair to allow the property owner time to address the issue. Mr. Leucking must file the required petition for Special Hearing on or before November 1, 2007. Failure to file for the Special Hearing will subject the Respondent to a Show Cause Hearing to explain why the \$5,000.00 civil penalty should not be assessed. The Conditional Use Permit has been challenged therefore it is vacated, null and void. That said, the Respondent is in violation of having multiple units on residential property zoned for single-family use based upon size of lot.

IT IS ORDERED by the Code Enforcement Hearing Officer this 11th day of September 2007, that a civil penalty is imposed in the amount of \$5,00.00 (five thousand dollars).

IT IS FURTHER ORDERED that the civil penalty in the amount of \$1,000.00 (one thousand dollars) shall be suspended on condition a Public Hearing is requested and filed on or before November 1, 2007.

If the Respondent fails to correct the violations, then the civil penalties imposed shall be \$5,000.00 (five thousand dollars).

IT IS FURTHER ORDERED that the citation served on K Hovanian Homes of Maryland, Inc. is hereby dismissed.

Signed: 

Raymond S. Wisnom, Jr.
Code Enforcement Hearing Officer

The violator is advised that pursuant to §3-6-301(a), Baltimore County Code, an appeal to the Baltimore County Board of Appeals may be taken within fifteen (15) days after the date of a final Order. §3-6-302(a)(b)(c)(d) requires the filing of a petition setting forth the grounds for appeal and a filing fee of \$150. The appellant is urged to read the requirements for the appeal petition. Security in the amount of the civil penalty must be posted with the Director.

RSW/jaf



BALTIMORE COUNTY
MARYLAND

JAMES T. SMITH, JR.
County Executive

WILLIAM J. WISEMAN III
Zoning Commissioner

January 10, 2008

Timothy T. Luecking
102 Fairfield Drive
Catonsville, Maryland 21228

RE: PETITION FOR SPECIAL HEARING
E Corner of Rolling Road and Reserve Court
(301 Reserve Court)
1st Election District - 1st Council District
Timothy T. Luecking – Petitioner
Case No. 08-199-SPH

Dear Mr. Luecking:

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

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

Very truly yours,

A handwritten signature in black ink, appearing to read "William J. Wiseman III".

WILLIAM J. WISEMAN, III
Zoning Commissioner
for Baltimore County

WJW:dlw
Enclosure

c: Mary L. Lang, 554 South Rolling Road, Catonsville, MD 21228
Stephen Shutz, 325 Reserve Court, Catonsville, MD 21228
Kranthi Mupparaju, 303 Reserve Court, Catonsville, MD 21228
Nicole Maloy, 309 Reserve Court, Catonsville, MD 21228
Jamie Rudy, 5988 Ivy League Drive, Catonsville, MD 21228
William & Martha Rudy, 314 Reserve Court, Catonsville, MD 21228
People's Counsel; Division of Code Inspections and Enforcement, DPDM; File

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 hereby granted and that it will execute such further assurances of the same as may be requisite

Witness the corporate seal of Title Inc a body corporate and the signature of J Irvin McCourt the vice president thereof

Test

Dorothea B Marling

Title Inc

By J Irvin McCourt Vice President
(Corporate Seal)

State of Maryland City of Baltimore to wit

I hereby certify that on this 2nd day of March in the year one thousand nine hundred and forty two before me the subscriber a notary public of the State of Maryland in and for the City of Baltimore aforesaid personally appeared J Irvin McCourt vice president of Title Inc a body corporate the grantor named in the above deed and he acknowledged the foregoing deed to be its corporate act

As witness my hand and notarial seal

(Notarial Seal)

Dorothea B Marling Notary Public

Rec Mar 4 1942 at 2:15 P M & exd

per Christian H Kahl

Clerk

Rec by R M D

Examiners (U&P)

12018

James B Cox & wf) This mortgage made this 2nd day of March in the year one thousand
Mtg to) nine hundred and forty two between James B Cox and Pearl R Cox his
St Mutual Bldg Assn) wife of the City of Baltimore in the State of Maryland hereinafter
-----) called mortgagors and The State Mutual Building Association of Balti-
more City a body corporate duly incorporated hereinafter called mortgagee

Whereas the said mortgagors being members of the said body corporate have received therefrom an advance of five thousand (\$5000.00) dollars upon thirty nine (39) shares of its stock representing part of the purchase price of the hereinafter described property the due execution of this mortgage having been a condition precedent to the granting of said advance

Now therefore this mortgage witnesseth that in consideration of the premises and of one dollar the said mortgagors do grant convey and assign unto the said mortgagee its successors and assigns all that lot of ground situate and lying in the County of Baltimore State of Maryland and described as follows

Beginning for the same at a point in the centre of Rolling Road at the distance of seven hundred thirty and one half feet southeasterly from the centre of New Burg Avenue and running thence along the centre line of Rolling Road south forty two degrees three minutes east one hundred seventy seven and three tenths feet to a point and thence running parallel with New Burg Avenue south forty eight degrees west seven hundred forty three and nine tenths feet to a point in the outline of the tract of land of S P Harwood and running thence along the outline of the tract and by said Harwoods land north thirty seven degrees thirtyfive minutes west one hundred seventy seven and nine tenths feet to a point in the corner of three acres of land recently conveyed to James McCurley and running thence and binding on McCurley's land north forty eight degrees east seven hundred thirty and one tenth feet to the place of beginning Containing three acres of land more or less and now known as No

340 S Rolling Road

RECORDED MAY 8 1942

157

At the same time also personally appeared Clarence E White Agent of the within named mortgagee and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth and also made oath that he is the agent of the mortgagee

(Notarial Seal)

Harry G Bayley

Notary Public

Exd B K & D C

Attest: Mallday B. Houch, Secretary MARIANO BROS. COMPANY
(CORPORATE SEAL) By Donald H. Garver, President
Read Mar 30, 1964 at 1:00 PM & read for George L. Eyerly clerk read by Jbm *etc*

DEL. PER TICKET JUN 16 1948

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 Stanley Guraieczka and Frances Guraieczka his wife as tenants by the entireties their assigns the survivor of them and the heirs and assigns of the survivor forever in fee simple

DA:TRAC COUNTY CIRCUIT COURT (Land Records) (USA GE 52 (507) TES 1662, p. 3271, Filed:09/12/2007 Charge available as of 05/03/2008 and recorded among the Land Records of Polk

RETURN TO:

THE FOUNTAINHEAD TITLE GROUP
300 FREDERICK ROAD SUITE 100
CATONSVILLE, MD 21228
(410) 744-5252

0013820 653

FILE NO. 1246647

NO TITLE EXAMINATION
NO CONSIDERATION
NO TRANSFER TAX

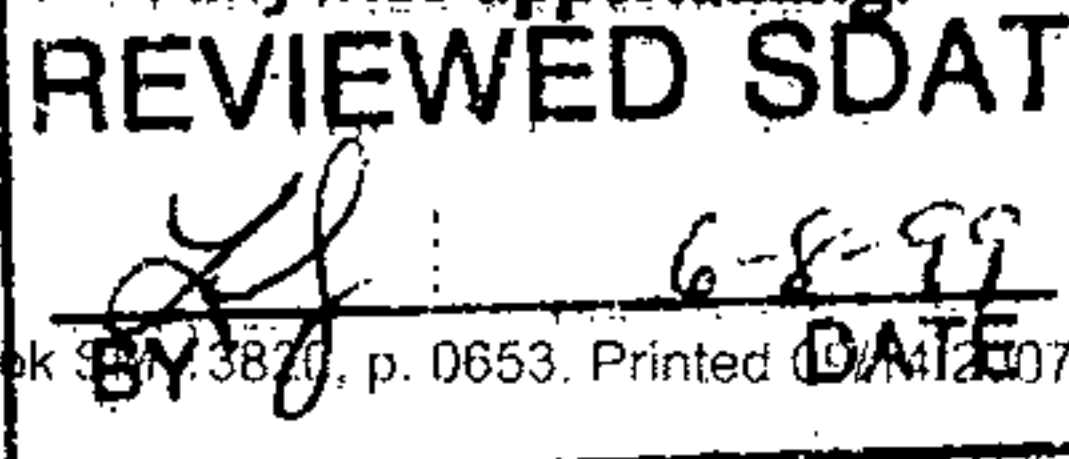
THIS DEED, made this 20th day of November, 1998, by and between, MARK B. McDANIEL, A/K/A MARK B. BOHANAN, and NOEL C. McDANIEL, his wife, of Baltimore County, State of Maryland, parties of the first part, and MARK B. McDANIEL, A/K/A MARK B. BOHANAN, of Baltimore County, State of Maryland, party of the second part.

WITNESSETH: That for and in consideration of natural love and affection, there being no cash consideration paid or to be paid in connection with this transaction, the said MARK B. McDANIEL and NOEL C. McDANIEL, his wife, do grant and convey unto MARK B. McDANIEL, his personal representatives and assigns, the fee simple interest in all that lot of ground situate in Baltimore County, State of Maryland, and described as follows, that is to say:

BEGINNING FOR THE SAME at a point in the center of Rolling Road at the distance of 731 feet southeasterly from the center of New Burg Avenue, and running thence along the center line of Rolling Road south 42 degrees 3 minutes East 177.3 feet to a point, and thence running parallel with New Burg Avenue south 48 degrees west 743.9 feet to a point in the outline of the tract of land of S.P. Harwood and running thence along the outline of the tract and by said Harwoods Land and north 37 degrees 35 minutes west 177.9 feet to a point in the corner of three acres of land recently conveyed to James Mc Curley, and thence running and binding on Mc Curley's land north 48 degrees east 730.1 feet to the place of beginning. Containing 3 acres of land more or less. The improvements thereon being known as No. 540 South Rolling Road.

BEING THE SAME LOT OF GROUND described in a Deed dated August 9, 1996 and recorded among the Land Records of Baltimore County in Liber No. 11759, Folio 293 that was granted and conveyed by Mark B. McDaniel, A/K/A Mark B. Bohanan unto Mark B. McDaniel, A/K/A Mark B. Bohanan, and Noel C. McDaniel, the Grantors herein. SAVING & EXCEPTING 4354/341 & 4708/578 & 4746/555.

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



0013820 654

TO HAVE AND TO HOLD the said described lot of ground and premises to the said **MARK B. McDANIEL**, his personal representatives and assigns, forever, in fee simple.

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

WITNESS the hands and seals of said Grantors.

WITNESS:

Patricia McGowan

MARK B. McDANIEL

(SEAL)

**MARK B. McDANIEL,
A/K/A MARK B. BOHANAN**

NOEL C. McDANIEL

Noel C. McDaniel

(SEAL)

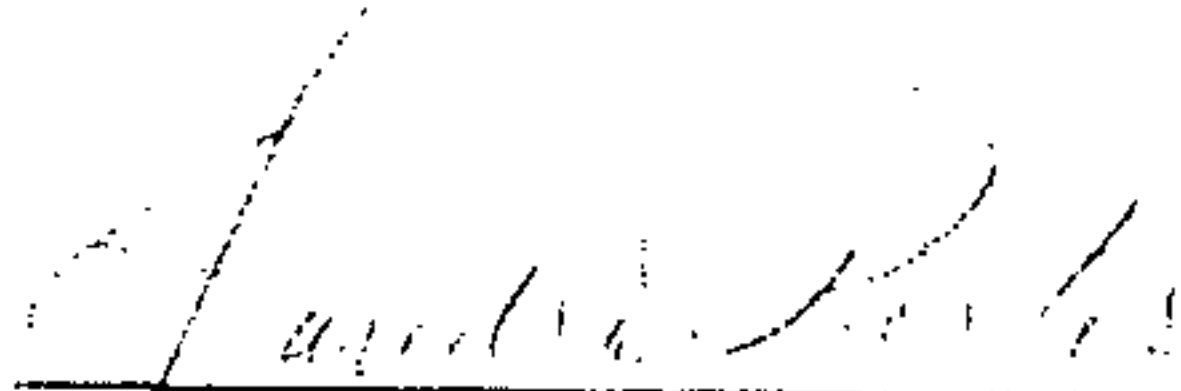
NOEL C. McDANIEL

STATE OF MARYLAND, BALTIMORE COUNTY/CITY, to wit:

I HEREBY CERTIFY, that on this 20th day of ^{November}~~April~~, 1998, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared **MARK B. McDANIEL, A/K/A MARK B. BOHANAN**, and **NOEL C. McDANIEL**, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained, and in my presence signed and sealed the same.

0013820 655

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

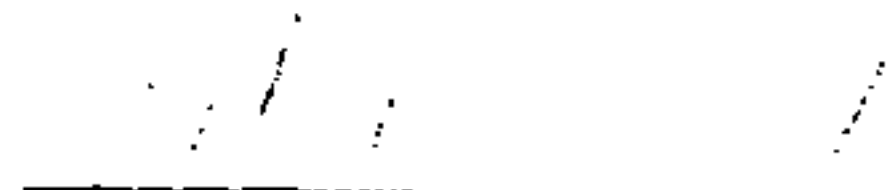


NOTARY PUBLIC

MY COMMISSION EXPIRES:

My commission expires January 3, 1991

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly licensed by the Maryland Court of Appeals to practice law in the State of Maryland. At the request of the Grantors no title search was made and the Deed was prepared solely on the basis of information supplied by the Grantors.


PATRICIA MCGOWAN, ESQUIRE

RETURN TO:
Patricia McGowan, Esquire
Denick & Hyman, P.A.
10 E. Baltimore Street
Suite 1600
Baltimore, Maryland 21202
410-727-6900

not.pro

001820 686

12466 ACAT

State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: Baltimore

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

(Type or Print in Block Ink Only—All Copies Must Be Legible)

Type(s) of Instruments	☒ Deed	☐ Mortgage	☐ Other	IMP FD SURE \$	5.00
	☐ Deed of Trust	☐ Lease	☐ Other		
Conveyance Type Check Box	☒ Improved Sale	☐ Unimproved Sale	☐ Multiple Accounts	RECORDING FEE	20.00
	☐ Arms-Length [1]	☐ Arms-Length [2]	☐ Arms-Length [3]		
Tax Exemptions (If Applicable)	☐ Homestead	☐ Senior Citizen	☐ Not an Arms-Length Sale [9]	TOTAL	25.00
Cite or Explain Authority	<u>Deed</u>			Rept # 8486	Acpt # 53738
	<u>Rev'd SDAT</u>			SR	Blk # 2627
				Jan 15, 1999	03:28 PM

Consideration and Tax Calculations

Purchase Price/Consideration	\$	-0-	Finance Office Use Only	
Any New Mortgage	\$		Transfer and Recordation Tax Consideration	
Balance of Existing Mortgage	\$		Transfer Tax Consideration	\$
Other:	\$		X() %	\$
Other:	\$		Less Exemption Amount	\$
Full Cash Value	\$		Total Transfer Tax	\$
	\$		Recordation Tax Consideration	\$
	\$		X() per \$500	\$
	\$		TOTAL DUE	\$

Fees

Recording Charge	\$	20.00	Doc. 1	Doc. 2
Surcharge	\$	5.00		
State Recordation Tax	\$			
State Transfer Tax	\$			
County Transfer Tax	\$			
Other	\$			
Other	\$			

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).

Doc. 1	Doc. 2	Map	Parcel No.	Var. LOG
01	01-03-472880	11759/293		
Address of Property Being Conveyed (2)				
540 S. Rolling Rd. Baltimore, Md 21228				
Water Meter Account No.				

Transferred From

Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)
Mark B. McDaniel AKA	

Transferred To

Doc. 1 - Grantee(s) Name(s)	Doc. 2 - Grantee(s) Name(s)
Mark B. McDaniel AKA	

Other Names to Be Indexed

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

Contact Mail Information

Name:	THE FOUNTAINHEAD TITLE GROUP	☒ Return to Contact Person
Firm:	300 FREDERICK ROAD SUITE 100	☐ Hold for Pickup
Address:	CATONSVILLE, MD 21228	☐ Return Address Provided
Phone:	(410) 744-5252	

Assessment information	Yes	No	Will the property being conveyed be the grantee's principal residence?
	Yes	No	Does transfer include personal property? If yes, identify:

Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Deed Reference	Map	Sub	Block
Zone	Grid	Plat	Lot
Use	Parcel	Section	Occ. Cd.
Transfer	Ex. St.	Ex. Cd.	

Assigned Property No.

Distribution:	White - Clerk's Office
	Gray - SDAT
	Pink - Office of Finance
	Yellow - Recorder
	Blue - CC-286 (H&M)

PROTESTANT'S

EXHIBIT NO.

3

This Deed

MADE THIS 20th day of May in the year One Thousand Nine Hundred Ninety Nine by and between Mark B. McDaniel, party of the first part, and Timothy T. Luecking, Deborah L. Luecking and Joseph J. Luecking, Jr., parties of the second part.

Witnesseth, That in consideration of the sum of One Hundred Eighty One Thousand Dollars and NO Cents (\$181,000.00), the receipt of which is hereby acknowledged, the said parties of the first part do grant and convey to the said parties of the second part, as Joint Tenants, their assigns, the survivor of them and the survivor's personal representatives, heirs and assigns, in fee simple, that parcel of ground situate in Baltimore County, Maryland and described as follows, that is to say:

BEGINNING FOR THE SAME at a point in the center of Rolling Road at the distance of 731 feet southeasterly from the center of Newburg Avenue and running thence along the center line of Rolling Road South 42 degrees 3 minutes East 177.3 feet to a point; and thence running parallel with Newburg Avenue, South 48 degrees West 743.9 feet to a point in the outline of the tract of land of S. P. Harwood, and running thence along the outline of the tract and by said Harwood's land and North 37 degrees 35 minutes West 177.9 feet to a point in the corner of three acres of land recently conveyed to James McCurley, and thence running and binding on McCurley's land North 48 degrees East 730.1 feet to the place of beginning. Containing 3 acres of land, more or less. Being known as No. 540 S. Rolling Road.

SAVING AND EXCEPTING those portions of the above described real property more particularly described in three deeds dated September 2, 1964; December 21, 1966 and April 5, 1967 respectively, and recorded among the Land Records of Baltimore County in Liber 4354, folio 341; Liber 4708, folio 578 and Liber No. 4746, folio 555 respectively.

BEING the same parcel of ground which by deed dated August 9, 1996 and recorded among the Land Records of Baltimore County, Maryland in Liber SM No. 11759, folio 293 was granted and conveyed by Mark B. McDaniel, a/k/a Mark B. Bohanan unto Mark B. McDaniel, also known as Mark B. Bohanan and Noel C. McDaniel.

BEING ALSO the same lot of ground which by Deed dated November 20, 1998 and recorded or intended to be recorded among the Land Records of Baltimore County immediately prior hereto was granted and conveyed by Mark B. McDaniel and Noel C. McDaniel unto Mark B. McDaniel.

THE WITHIN GRANTEE(S) DO HEREBY CERTIFY UNDER THE PENALTY(IES) OF PERJURY THAT THE LAND CONVEYED HEREIN IS RESIDENTIALLY IMPROVED OWNER-OCCUPIED REAL PROPERTY AND THAT THE RESIDENCE WILL BE OCCUPIED BY US AS EVIDENCED BY THE SIGNATURE(S) BELOW.

This is to certify the within instrument was prepared under the supervision of an Attorney duly admitted to practice before the Court of Appeals of the State of Maryland.


F. Michael Grace

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 parties of the second part as Joint Tenants, their assigns, the survivor of them and the survivor's personal representatives, heirs and assigns, in fee simple.

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

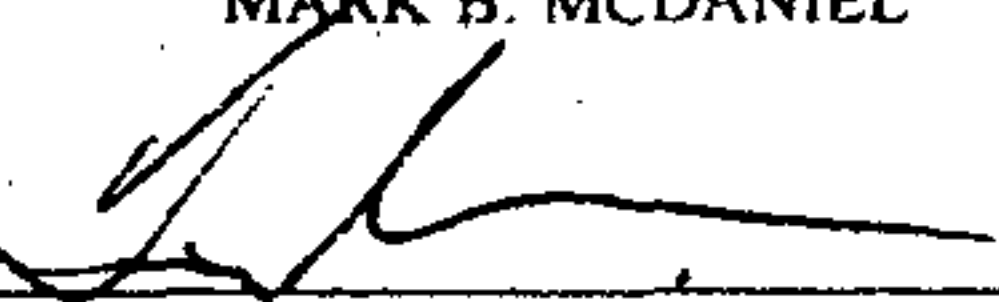
WITNESS the hands and seals of said Grantor(s) and Grantee(s).

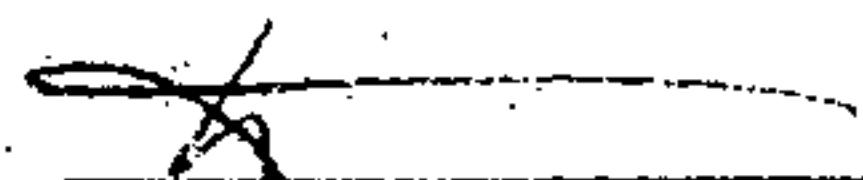
Test:

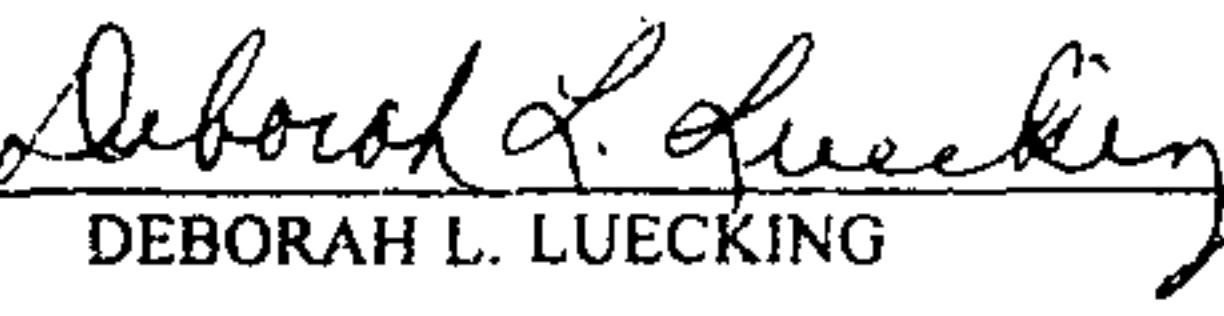


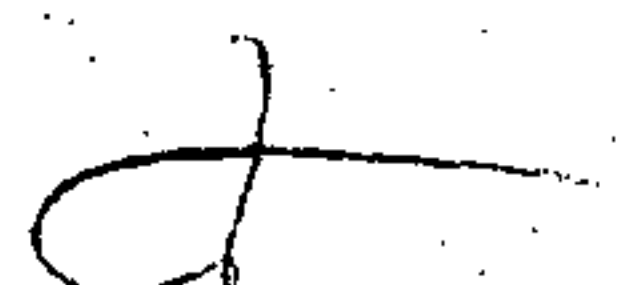

MARK B. MCDANIEL (SEAL)

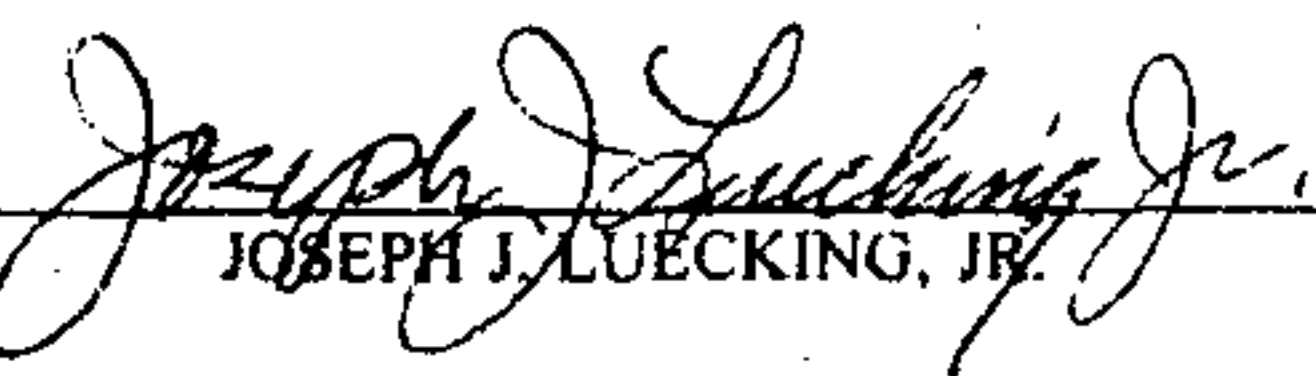


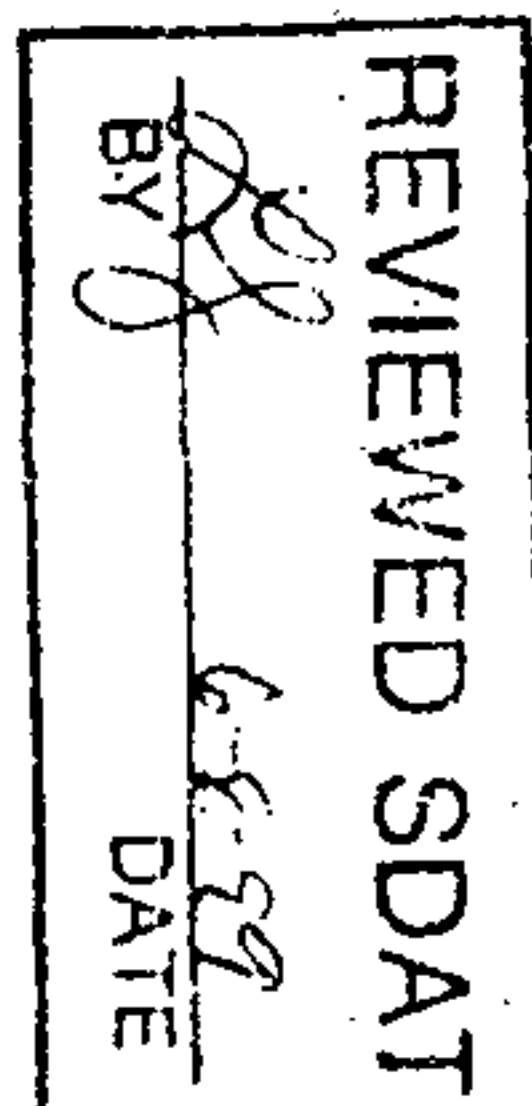

TIMOTHY T. LUECKING (SEAL)




DEBORAH L. LUECKING (SEAL)




JOSEPH J. LUECKING, JR. (SEAL)



0013820 658

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I Hereby Certify, That on this 20th day of May in the year One Thousand Nine Hundred Ninety Nine, before me, the subscriber, a Notary Public of the State of Maryland, City of Baltimore, personally appeared Mark B. McDaniel, Grantor, and Timothy T. Luecking, Deborah L. Luecking and Joseph J. Luecking, Jr., Grantees, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged the foregoing Deed to be their act, and in my presence signed and sealed the same.

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


Martha P. Stephens

My Commission Expires: December 1, 2002



RECORD AND RETURN TO:

THE FOUNTAINHEAD GROUP
300 FREDERICK ROAD
SUITE 100
CATONSVILLE, MARYLAND 21228
410-744-5252

File Number: 12466CAT

0013820 660

RECORD AND RETURN TO:
MELLON MORTGAGE COMPANY
P. O. BOX 4883
HOUSTON, TEXAS 77210

THE FOUNTAINHEAD TITLE GROUP
300 FIVE-DECKER ROAD SUITE 100
CAPTOWN, TEXAS 77228
(410) 744-5552
FILE NO. 12466 CAT

[Space Above This Line For Recording Data]

IMP FD SLIP #	1.00
RECORDING FEE	20.00
TOTAL	25.00
Rest BARR	Rest # 55758
SM SR	Rest # 2629
Jun 15, 1993	0013820 F#

PURCHASE MONEY DEED OF TRUST

5810880988

PURCHASE MONEY

THIS DEED OF TRUST ("Security Instrument") is made on **MAY 20, 1999**. The grantor is
DEBORAH L. LUECKING AND TIMOTHY T. LUECKING AND JOSEPH J. LUECKING, JR AS
JOINT TENANTS

(**"Borrower"**). The trustee is
JIM L. SORVAAG, 1775 SHERMAN STREET, DENVER, COLORADO 80203
(**"Trustee"**). The beneficiary is
MELLON MORTGAGE COMPANY, A COLORADO CORPORATION

, which is organized and
existing under the laws of **THE STATE OF COLORADO**,
1775 SHERMAN STREET, SUITE 2300, DENVER, COLORADO 80203
and whose address is

(**"Lender"**). Borrower owes Lender the principal sum of
EIGHTY THOUSAND AND 00/100

Dollars (U.S. \$ **80,000.00**). This debt is evidenced by Borrower's note dated the same date as this
Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and
payable on **JUNE 01, 2029**. This Security Instrument secures to Lender: (a) the repayment of the debt
evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the
payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security
Instrument; and (c) the performance of Borrower's covenants and agreements. For this purpose, Borrower
irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in
BALTIMORE County, Maryland:

This certifies that this instrument has been prepared by a party to the instrument.
MELLON MORTGAGE COMPANY, a party to this transaction.

MARYLAND--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3021 9/90

20MD 02/97

Page 1 of 8

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SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

which has the address of 540 SOUTH ROLLING ROAD

CATONSVILLE
[City]

MARYLAND
[State]

[Street]

21228
[Zip Code]

("Property Address");

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

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

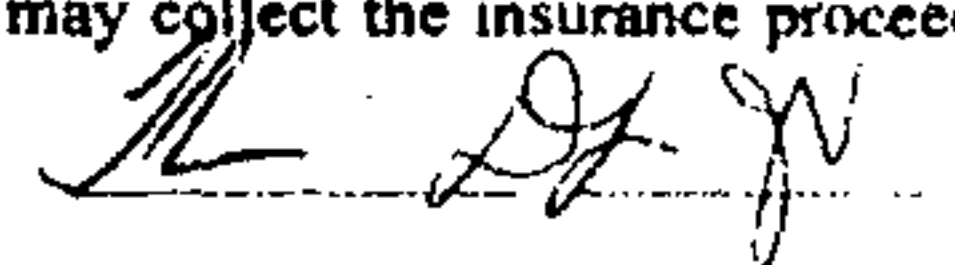
4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or 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 floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. 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 any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds.



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Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

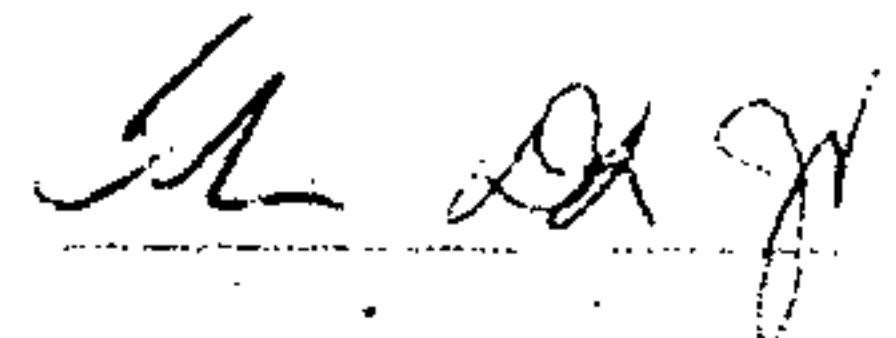
6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with 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.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, 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 approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.



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10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the 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 condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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

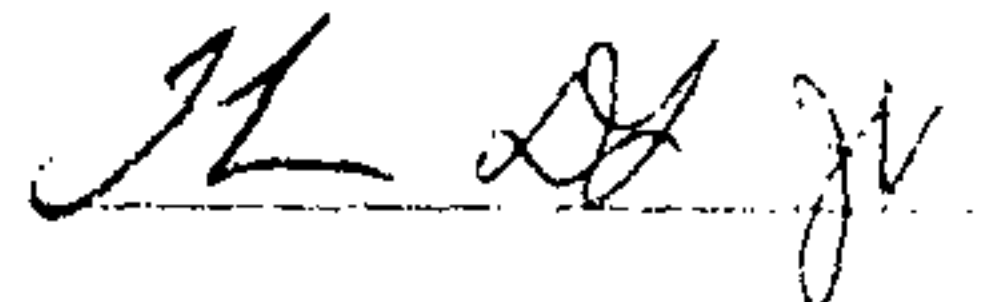
12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument 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 under the Note.

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

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

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.



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17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

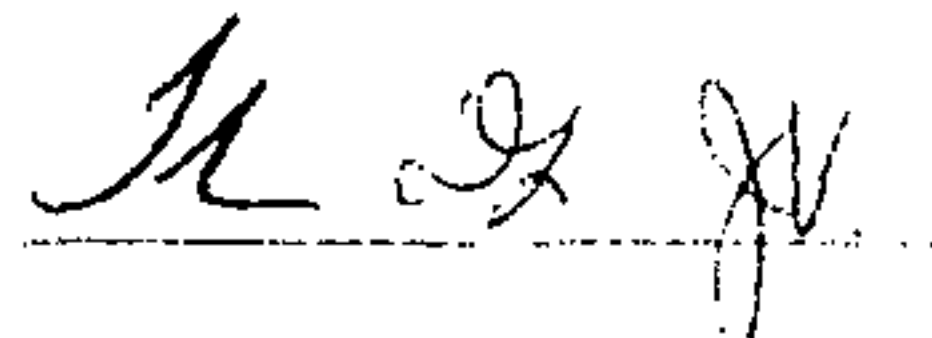
19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, 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.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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



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21. 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 paragraph 17 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 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 and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, Trustee's fees of 5.00% 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 Subtitle W of the Maryland Rules of Procedure, does hereby declare and assent to the passage of a decree to sell the Property in one or more parcels by the equity court having jurisdiction for the sale of the Property, and consents to the granting to any trustee appointed by the assent to decree of all the rights, powers and remedies granted to the Trustee in this Security Instrument together with any and all rights, powers and remedies granted by the decree. Neither the assent to decree nor the power of sale granted in this paragraph 21 shall be exhausted in the event the proceeding is dismissed before the payment in full of all sums secured by this Security Instrument.

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

23. 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.

24. Possession of the Property. Borrower shall have possession of the Property until Lender has given Borrower notice of default pursuant to paragraph 21 of this Security Instrument.

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

☐ Adjustable Rate Rider
☐ Graduated Payment Rider
☐ Balloon Rider
☐ Other(s) [specify]

☐ Condominium Rider
☐ Planned Unit Development Rider
☐ Rate Improvement Rider

☒ 1-4 Family Rider
☐ Biweekly Payment Rider
☐ Second Home Rider



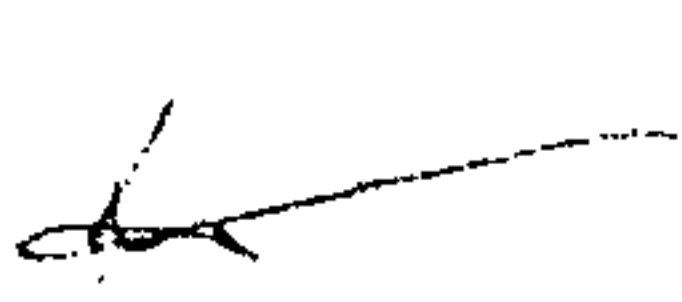
0013820 667

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

Witnesses:

 (Seal)
DEBORAH L. LUECKING -Borrower

 (Seal)
TIMOTHY T. LUECKING -Borrower

 (Seal)
JOSEPH J. LUECKING, JR -Borrower

(Seal)
-Borrower

[Space Below This Line For Acknowledgment]

STATE OF MARYLAND *Baltimore*

COUNTY SS:

I Hereby Certify, That on this *20TH* day of *MAY*, 1999
Public of the State of *MARYLAND*, in and for the
personally appeared

, before me, the subscriber, a Notary

city of Baltimore
DEBORAH L. LUECKING AND TIMOTHY T. LUECKING AND JOSEPH J. LUECKING, JR

known to me or satisfactorily proved to be the person(s) whose name(s) ARE subscribed to the within
Instrument and acknowledged that THEY executed the same for the purposes therein contained.

AS WITNESS: my hand and notarial seal.

My commission expires: *12-1-02*

STATE OF *Maryland, Baltimore*

Notary Public

COUNTY SS:

I Hereby Certify, That on this *20* day of *May*, 1999, before me, the subscriber, a Notary
Public of the State of *Maryland*, in and for the *city of Baltimore*
personally appeared *Nancy Ann Savage* 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: *12-1-02*

22MD : 02/97

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0013820 668

1-4 FAMILY RIDER
Assignment of Rents

5810880988

THIS 1-4 FAMILY RIDER is made this 20TH day of MAY, 1999, 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 MELLON MORTGAGE COMPANY, A COLORADO CORPORATION

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
540 SOUTH ROLLING ROAD, CATONSVILLE, MARYLAND 21228

(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 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, bath tubs, 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, panelling and attached floor coverings now or hereafter attached to the Property, 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."

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 Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, 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.

MULTISTATE 1-4 FAMILY RIDER--Fannie Mae/Freddie Mac Uniform Instrument

14FF: 08/00

Page 1 of 2

 Form 317 8/90

0013820 669

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 paragraph 21 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 breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) 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 Uniform Covenant 7.

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

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.

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


DEBORAH L. LUECKING

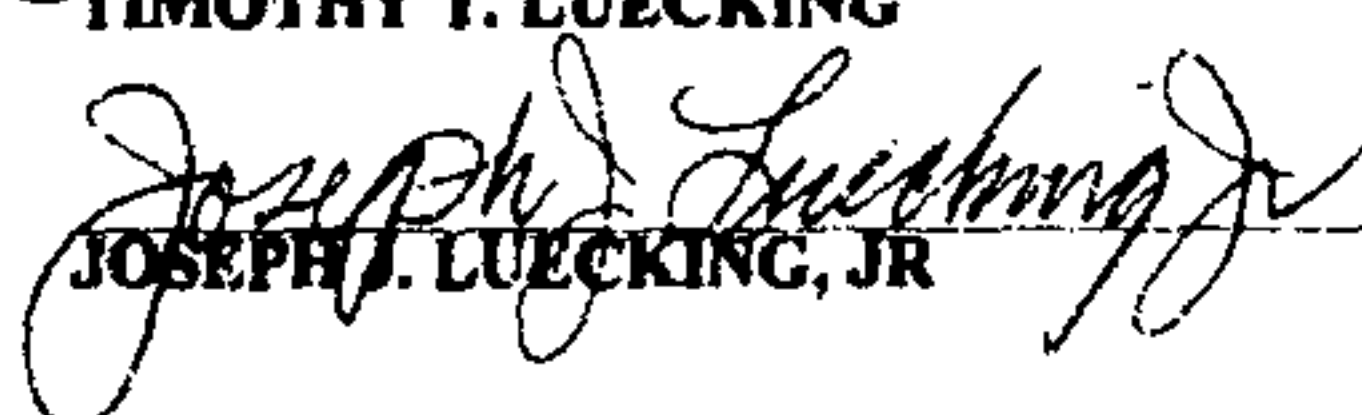
(Seal)

-Borrower


TIMOTHY T. LUECKING

(Seal)

-Borrower


JOSEPH J. LUECKING, JR

(Seal)

-Borrower

(Seal)

-Borrower

0013820 670

EXHIBIT "A"

LEGAL DESCRIPTION

BEGINNING FOR THE SAME at a point in the center of Rolling Road at the distance of 731 feet southeasterly from the center of Newburg Avenue and running thence along the center line of Rolling Road South 42 degrees 3 minutes East 177.3 feet to a point; and thence running parallel with Newburg Avenue, South 48 degrees West 743.9 feet to a point in the outline of the tract of land of S. P. Harwood, and running thence along the outline of the tract and by said Harwood's land and North 37 degrees 35 minutes West 177.9 feet to a point in the corner of three acres of land recently conveyed to James McCurley, and thence running and binding on McCurley's land North 48 degrees East 730.1 feet to the place of beginning. Containing 3 acres of land, more or less. Being known as No. 540 S. Rolling Road.

SAVING AND EXCEPTING those portions of the above described real property more particularly described in three deeds dated September 2, 1964; December 21, 1966 and April 5, 1967 respectively, and recorded among the Land Records of Baltimore County in Liber 4354, folio 341; Liber 4708, folio 578 and Liber No. 4746, folio 555 respectively.

BEING the same property as described in a Deed of even date herein and intended to be recorded among the Land Records of Baltimore County immediately prior hereto and which was granted and conveyed by Mark B. McDaniel, also known as Mark B. Bohanan and Noel C. McDaniel unto Timothy T. Luecking, Deborah L. Luecking and Joseph J. Luecking, Jr., as Joint Tenants, the Mortgagors/Borrowers herein.

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

F. Michael Grace
Attorney

0011759 293

01-03-472880
540 South Rolling Rd

Individual Form
Fee Simple
ECT-676

(M-DINDFS)

THIS DEED, Made this 9th day of August, in the year one thousand nine hundred and ninety-six, by and between MARK B. MCDANIEL, F/K/A MARK B BOHANAN, party of the first part, Grantor; and MARK B. MCDANIEL, A/K/A MARK B. BOHANAN, and NOEL C. MCDANIEL, parties of the second part, Grantees.

WITNESSETH: that in consideration of the sum of (\$0.00), and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant, convey and assign unto MARK B. MCDANIEL, A/K/A MARK B. BOHANAN, and NOEL C. MCDANIEL, as tenants by the entireties, their assigns, the survivor of them and the survivor's 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:

BEGINNING FOR THE SAME AT A POINT IN THE CENTER OF ROLLING ROAD AT THE DISTANCE OF 731 FEET SOUTHEASTERY FROM THE CENTER OF NEW BURG AVENUE, AND RUNNING THENCE ALONG THE CENTER LINE OF ROLLING ROAD SOUTH 42 DEGREES 3 MINUTES EAST 177.3 FEET TO A POINT, AND THENCE RUNNING PARALLEL WITH NEW BURG AVENUE SOUTH 48 DEGREES WEST 743.9 FEET TO A POINT IN THE OUTLINE OF THE TRACT OF LAND OF S.P. HARWOOD, AND RUNNING THENCE ALONG THE OUTLINE OF THE TRACT AND BY SAID HARWOODS LAND AND NORTH 37 DEGREES 35 MINUTES WEST 177.9 FEET TO A POINT IN THE CORNER OF THREE ACRES OF LAND RECENTLY CONVEYED TO JAMES MCCURLEY, AND THENCE RUNNING AND BINDING ON MCCURLEY'S LAND NORTH 48 DEGREES EAST 730.1 FEET TO THE PLACE OF BEGINNING. CONTAINING 3 ACRES OF LAND MORE OR LESS. BEING KNOWN AS NO. 540 S. ROLLING ROAD.

SAVING AND EXCEPTING THOSE PORTIONS OF THE ABOVE DESCRIBED REAL PROPERTY MORE PARTICULARLY DESCRIBED IN THREE DEEDS DATED SEPTEMBER 2, 1964, DECEMBER 21, 1966 AND APRIL 5, 1967, RESPECTIVELY, AND RECORDED AMONG THE LAND RECORDS OF BALTIMORE COUNTY IN LIBER 4354, FOLIO 341, LIBER 4708, FOLIO 578 AND LIBER 4746, FOLIO 555, RESPECTIVELY. BEING THE SAME LOT OF GROUND DESCRIBED IN A DEED DATED MARCH 13, 1992 RECORDED AMONG THE LAND RECORDS OF BALTIMORE COUNTY IN LIBER 9244 FOLIO 089 BY AND BETWEEN JAMES T. COX AND MARK B. BOHANAN AKA MARK B. MCDANIEL THE GRANTOR HEREIN.

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

TO HAVE AND TO HOLD the said described lot(s) of ground and premises, unto the said MARK B. MCDANIEL, A/K/A MARK B. BOHANAN, and NOEL C. MCDANIEL, as tenants by the entireties, their assigns, the survivor of them and the survivor's personal representatives and assigns, in fee simple.

AND the said party of the first part hereby covenant that he/she has not done or

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE

RECEIVED FOR TRANSMISSION
State Department of
Assessments & Taxation

BALTIMORE COUNTY CIRCUIT COURT (Land Records) [MSA CE 62-11614] SM 01 159 110 0298 Printed 09/14/2007. Image available of 03/04/2005.

SIGNATURE

DATE 8/22/96

FILE 8/22/96

suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that he/she will warrant specially the property hereby granted; In that he/she will execute such further assurances of the same as may be requisite.

WHENEVER used, the singular name 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 said Grantor and Grantees:

WITNESS:

[Signature]

[Signature] (SEAL)
MARK B. MCDANIEL

[Signature]

[Signature] (SEAL)
MARK B. MCDANIEL

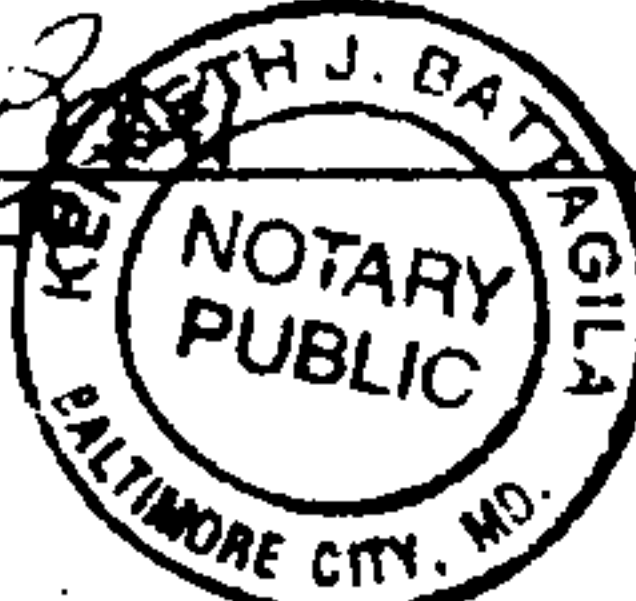
[Signature]

Noel C. McDaniel (SEAL)
NOEL C. MCDANIEL

STATE OF MARYLAND, CITY/COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY, that on this 9th day of August, 1996, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared MARK B. MCDANIEL and , the within named Grantor, known to me (or satisfactorily proven) to be the person whose name is/are subscribed to the within instrument and acknowledged the foregoing Deed to be his/her act, and in my presence signed and sealed the same.

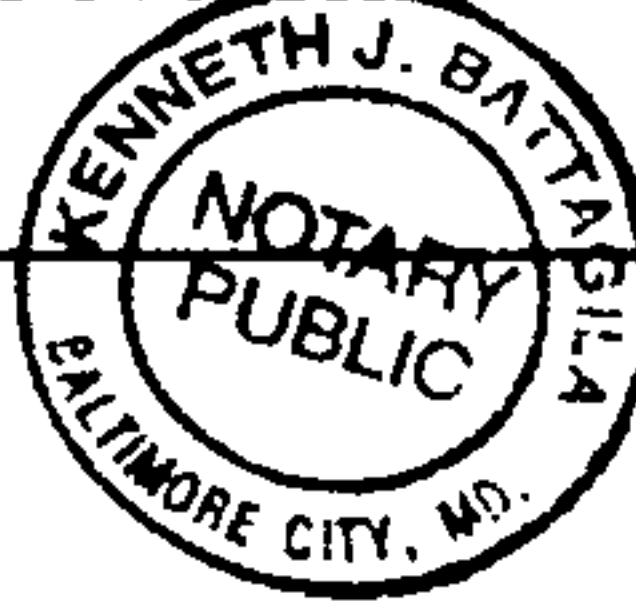
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
NOTARY PUBLIC
My Commission Expires: 8-28-97


STATE OF MARYLAND, CITY/COUNTY OF Baltimore, TO WIT:

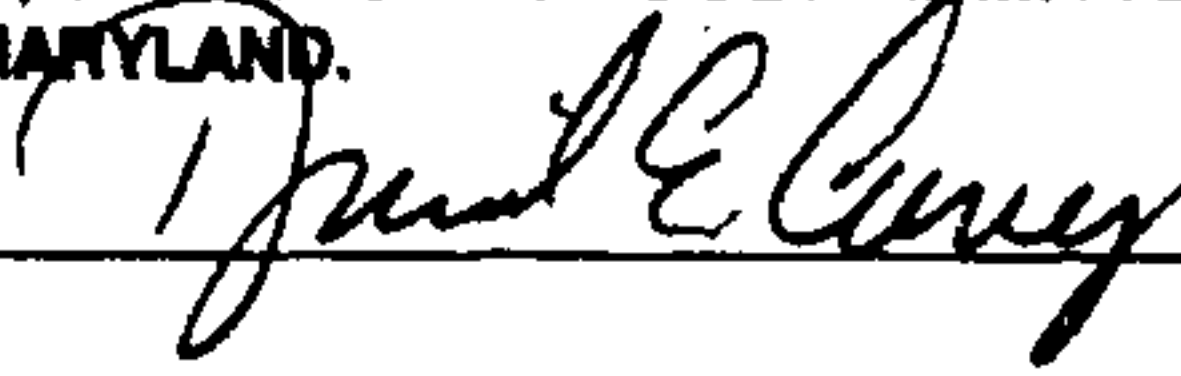
I HEREBY CERTIFY, that on this 9th day of August, 1996, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared MARK B. MCDANIEL and NOEL C. MCDANIEL and , the within named Grantees, known to me (or satisfactorily proven) to be the persons whose names is/are subscribed to the within instrument and acknowledged the foregoing Deed to be their act, and in my presence signed and sealed the same.

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

[Signature]
NOTARY PUBLIC
My Commission Expires: 8-28-97


0011759 295

THIS IS TO CERTIFY THAT THE WITHIN INSTRUMENT WAS PREPARED BY OR UNDER THE SUPERVISION OF THE UNDERSIGNED, AN ATTORNEY DULY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND.



RETURN TO:

EAST COAST TITLE, INC.
57 W. TIMONIUM ROAD, SUITE 110
TIMONIUM, MARYLAND 21093

0011759 296

State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: BALTIMORE

Information provided is for the 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)

1	Type(s) of Instruments	☒ Deed ☐ Mortgage ☐ Other ☐ Other ☒ Deed of Trust ☐ Lease ☐ Multiple Accounts ☐ Not an Arms-Length Sale ☐ Improved Sale ☐ Unimproved Sale ☐ Arms-Length (1) ☐ Arms-Length (2) ☐ Arms-Length (3) ☐ Length Sale (9)				BIP FD SURE \$ 5.00 RECORDING FEE 25.00 TOTAL 25.00 Rec'd BAPC SH BC Rcyt # 19879 Blk # 1597 Aug 22, 1996 11:54 am		
2	Conveyance Type Check Box							
3	Tax Exemptions (If Applicable)	Recordation State Transfer County Transfer <u>Adjoining Spouse</u>						
4	Consideration and Tax Calculations	Consideration Amount Purchase Price/Consideration \$ <u>75000.00</u> Any New Mortgage \$ <u>29103.69</u> Balance of Existing Mortgage \$ <u>29103.69</u> Other: \$ Other: \$ Full Cash Value \$				Finance Office Use Only Transfer and Recordation Tax Consideration Transfer Tax Consideration \$ X () % = \$ Less Exemption Amount - \$ Total Transfer Tax = \$ <u>5</u> Recordation Tax Consideration \$ X () per \$500 = \$ TOTAL DUE \$		
5	Fees	Amount of Fees Recording Charge \$ <u>40.00</u> Surcharge \$ <u>10.00</u> State Recordation Tax \$ <u>230.00</u> State Transfer Tax \$ County Transfer Tax \$ Other \$ Other \$				Dec. 1 Dec. 2 Agent: <u>MH</u> Tax Bill: <u>7/31/96</u> C.B. Credit: <u>—</u> Ag. Tax/Other: <u>—</u>		
6	Description of Property	District <u>01</u> Property Tax ID No. (1) <u>01-03-472880</u> Grantor Liber/Folio <u>9244/89</u> Subdivision Name <u>540 South Rolling Rd</u> Lot (3a) <u>1</u> Block (3b) <u>1</u> Sect/AR(3c) <u>1</u> Plat Ref. <u>1</u> SqFt/Acreage (4) <u>1</u> Location/Address of Property Being Conveyed (2) <u>540 South Rolling Rd</u> Other Property Identifiers (If applicable) <u>1</u> Water Meter Account No. <u>21228</u> Residential ☒ Non-Residential ☐ Fee Simple ☒ Ground Rent ☐ Amount: <u>—</u> Partial Conveyance? ☐ Yes ☒ No Description/Amt. of SqFt/Acreage Transferred: <u>—</u> If Partial Conveyance, List Improvements Conveyed: <u>—</u>						
7	Transferred From	Doc. 1 - Grantor(s) Name(s) <u>MARK B. McDANIEL</u> Doc. 2 - Grantor(s) Name(s) <u>MARK B. McDANIEL</u> Doc. 1 - Owner(s) of Record, if Different from Grantor(s) <u>NOEL C. McDANIEL</u> Doc. 2 - Owner(s) of Record, if Different from Grantor(s) <u>NOEL C. McDANIEL</u>						
8	Transferred To	Doc. 1 - Grantee(s) Name(s) <u>MARK B. McDANIEL</u> Doc. 2 - Grantee(s) Name(s) <u>FIELDSTONE INVESTMENTS</u> New Owner's (Grantee) Mailing Address <u>540 South Rolling Rd BALTO MD 21228</u>						
9	Other Names to Be Indexed	Doc. 1 - Additional Names to be Indexed (Optional) <u>—</u> Doc. 2 - Additional Names to be Indexed (Optional) <u>—</u>						
10	Contact/Mail Information	Instrument Submitted By or Contact Person Name: <u>EAST COAST TITLES</u> Firm: <u>57 W. TIMONIAN RD #305</u> Address: <u>TIMONIAN RD 21228</u> Phone: <u>453-0030</u> ☐ 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 ☒ Yes ☐ No Will the property being conveyed be the grantee's principal residence? ☒ Yes ☐ No Does transfer include personal property? If yes, identify: <u>—</u> ☒ 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 ☐ Terminal Verification ☐ Agricultural Verification ☐ Whole ☐ Part ☐ Tran. Process Verification Transfer Number: <u>19</u> <u>19</u> Data Received: <u>19</u> Deed Reference: <u>19</u> Assigned Property No.: <u>19</u> Year <u>19</u> Land <u>19</u> Geo. <u>19</u> Map <u>19</u> Sub <u>19</u> Block <u>19</u> Buildings <u>19</u> Use <u>19</u> Zoning <u>19</u> Grid <u>19</u> Plat <u>19</u> Lot <u>19</u> Total <u>19</u> Town Cd. <u>19</u> Ex. St. <u>19</u> Ex. Cd. <u>19</u> Sec. <u>19</u> Cdv. Cd. <u>19</u> REMARKS: <u>—</u>						

TRANSFER TAX NOT REQUIRED
 Director of Finance
 BALTIMORE COUNTY MARYLAND
 Date: 8/21/96 Sec. 30-309 A

Distribution: White - Clerk's Office
 Canary - SDAT
 Pink - Office of Finance
 Goldenrod - Preparer
 ADC-CC-300 (8/95)

~~FIELDSTONE MORTGAGE COMPANY~~

~~2nd MORTGAGE INSTRUMENT~~

~~REFINANCE, 1st MORTGAGE INSTRUMENT~~

Loan No. 600482

REFINANCE 2ND
DEED OF TRUST

0011759 297

THIS DEED OF TRUST is made this 9th day of AUGUST 1996
among the Grantor MARK B. MCDANIEL, NOEL C. MCDANIEL

MICHAEL J. SONNENFELD AND FAITH A. SCHWARTZ

, (herein "Borrower"),

FIELDSTONE MORTGAGE COMPANY, A MARYLAND CORPORATION

(herein "Trustee"), and the Beneficiary,

, a corporation organized and

existing under the laws of MARYLAND
whose address is 2 NORTH CHARLES STREET
BALTIMORE, MARYLAND 21201

(herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants
and conveys to Trustee, in trust, with power of sale, the following described property located in the County of
BALTIMORE, State of Maryland:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT
"A".

THIS DEED OF TRUST IS SECOND AND SUBORDINATE TO AN EXISTING FIRST TRUST
DEED LOAN NOW OF RECORD.

IMP FD SLURF \$ 5.00
RECORDING FEE 20.00
RECORDATION I 230.00
TOTAL 255.00
Rest B406 Rpt # 19079
SM BC BLK # 1598
Aug 22, 1996 11:57 am

which has the address of 540 SOUTH ROLLING ROAD, BALTIMORE

[Street]

[City]

Maryland

21228

[Zip Code]

(herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents),
all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing,
together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the
"Property";

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated
AUGUST 9, 1996 and extensions and renewals thereof (herein "Note"), in the
principal sum of U.S. \$ 75,000.00, with interest thereon, providing for monthly
installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on
SEPTEMBER 1, 2011; the payment of all other sums, with interest thereon, advanced in
accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of
Borrower herein contained.

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

BALTIMORE COUNTY CIRCUIT COURT (Land Records) [MSA CE 62-11614] SM 11759, p. 0297. Printed 09/14/2007. Image available
of 03/04/2005.

MARYLAND-SECOND MORTGAGE -1/80-FNMA/FHLMC UNIFORM INSTRUMENT

Page 1 of 4 Form 3821

0011759 297

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust encumbrance if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

5. **Hazard 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.



10. 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 Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by Federal law as of the date of this Deed of Trust.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust 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 nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

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

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold 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 costs and expenses of the sale, including, but not limited to, Trustee's fees of _____ percent (____%) of the gross sale price, reasonable attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this



0011759 300

Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

20. **Release.** Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall release this Deed of Trust without charge to Borrower and mark the Note "paid" and return the Note to Borrower. Borrower shall pay all costs of recordation, if any.

21. **Substitute Trustee.** Lender, at Lender's 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 Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

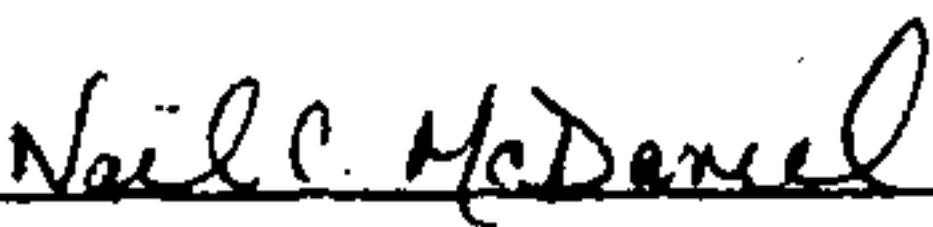
Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.



MARK B. MCDANIEL (Seal)
-Borrower

(Seal)
-Borrower



NOEL C. MCDANIEL (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF MARYLAND,

BALTIMORE County ss:

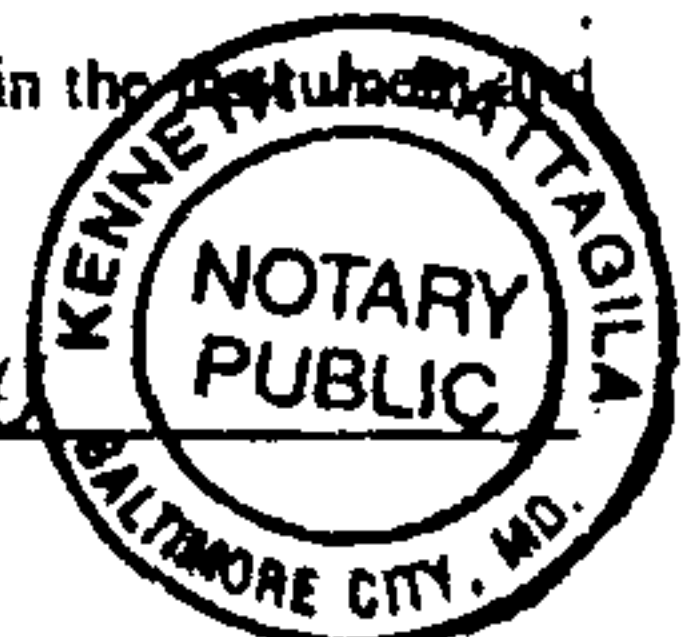
I Hereby Certify, That on this 9th day of August, 1996, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Mark B. McDaniel and Noel C. McDaniel known to me or satisfactorily proven to be the person(s) whose name(s) are subscribed to within the foregoing and acknowledged that he and she executed the same for the purposes therein contained.

As WITNESS my hand and notarial seal.

My Commission expires: 8-25-97



Notary Public



STATE OF Maryland

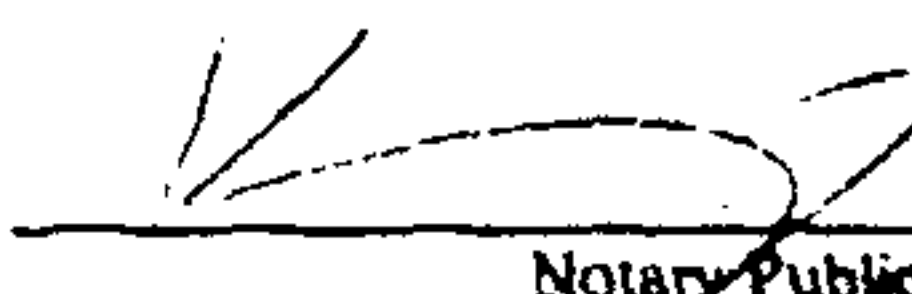
Baltimore County ss:

I Hereby Certify, That on this 9th day of August, 1996, before me, the subscriber, a Notary Public of the State of Maryland, and for the City of Baltimore, personally appeared Mark B. McDaniel

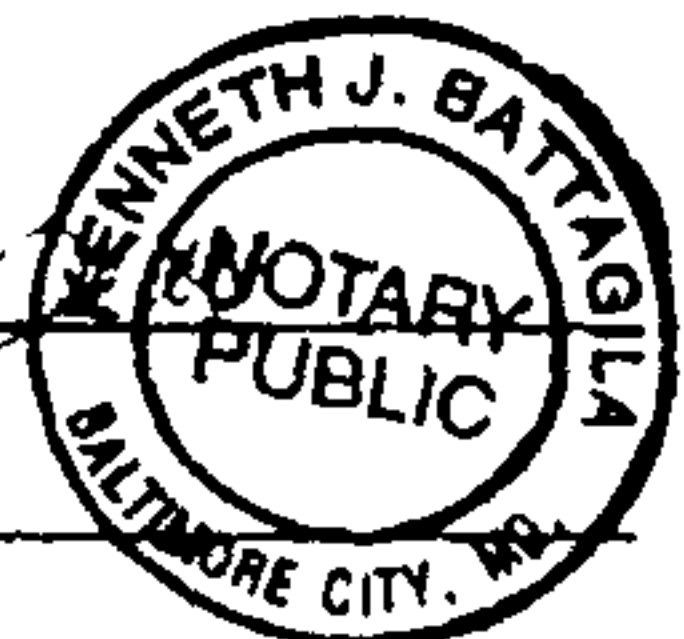
and Noel C. McDaniel, the agent of the party secured by the foregoing Deed of Trust, and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth and that the amount of the loan secured by the foregoing Deed of Trust was disbursed by the party or parties secured to the Borrower or to the person responsible for disbursement of funds in the closing transaction or their respective agent at a time no later than the execution and delivery by the Borrower of this Deed of Trust; and 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: 8-25-97



Notary Public



(Space Below This Line Reserved For Lender and Recorder)



EXHIBIT "A"

BEGINNING FOR THE SAME AT A POINT IN THE CENTER OF ROLLING ROAD AT THE DISTANCE OF 731 FEET SOUTHEASTERY FROM THE CENTER OF NEW BURG AVENUE, AND RUNNING THENCE ALONG THE CENTER LINE OF ROLLING ROAD SOUTH 42 DEGREES 3 MINUTES EAST 177.3 FEET TO A POINT, AND THENCE RUNNING PARALLEL WITH NEW BURG AVENUE SOUTH 48 DEGREES WEST 743.9 FEET TO A POINT IN THE OUTLINE OF THE TRACT OF LAND OF S.P. HARWOOD, AND RUNNING THENCE ALONG THE OUTLINE OF THE TRACT AND BY SAID HARWOODS LAND AND NORTH 37 DEGREES 35 MINUTES WEST 177.9 FEET TO A POINT IN THE CORNER OF THREE ACRES OF LAND RECENTLY CONVEYED TO JAMES MCCURLEY, AND THENCE RUNNING AND BINDING ON MCCURLEY LAND NORTH 48 DEGREES EAST 730.1 FEET TO THE PLACE OF BEGINNING. CONTAINING 3 ACRES OF LAND MORE OR LESS. BEING KNOWN AS NO. 540 S. ROLLING ROAD.

SAVING AND EXCEPTING THOSE PORTIONS OF THE ABOVE DESCRIBED REAL PROPERTY MORE PARTICULARLY DESCRIBED IN THREE DEEDS DATED SEPTEMBER 2, 1964, DECEMBER 21, 1966 AND APRIL 5, 1967, RESPECTIVELY, AND RECORDED AMONG THE LAND RECORDS OF BALTIMORE COUNTY IN LIBER 4354, FOLIO 341, LIBER 4708, FOLIO 578 AND LIBER 4746, FOLIO 555, RESPECTIVELY.

The Borrower(s) hereby certify that ~~the undersigned~~ is the original Borrower(s), that the property which is subject to this Deed of Trust is ~~the~~ principal residence and that the amount secured by this Deed of Trust has been borrowed for the purpose of refinancing and existing Deed of Trust ~~Mellon Bank~~ with MELLON BANK; which Deed of Trust/Mortgage was recorded among the Land Records of Baltimore County in Liber No. 11066, folio 408, and that the principal balance due under that Deed of Trust/Mortgage as of this date is \$ 29103.69.

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.


DAVID E. CAREY, ATTORNEY

Open-End Deed of Trust

011066.408



Mellon Bank

IL-1232 Rev. (9/94) L.C.(8/94) L.D. 8/94

Election District (Prince George's County Only): _____

NOTICE: THIS DOCUMENT SECURES A REVOLVING LINE OF CREDIT EVIDENCED BY AN AGREEMENT WHICH CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE

Maryland - Residential Property

Parcel Identifier (Montgomery County Only): _____

This Deed of Trust is made this 26

day of May, 19 95, between

MARK B BOHANAN
AKA MARK B MCDANIEL

(hereinafter called "Trustor"), whose mailing address is

540 S ROLLING RD

CATONSVILLE MD 21228, and

LARRY GRIST

(hereinafter called "Trustee"),

whose mailing address is 1901 RESEARCH BLVD

ROCKVILLE, MD 20850

As used herein, the term "Trustor" refers individually and collectively to all Trustors, and all such persons shall be jointly and severally bound by the terms hereof.

MARK B MCDANIEL

WHEREAS,

(hereinafter individually and collectively called "Borrower")

(has) (have) entered into an agreement (the "Agreement")

dated May 26, 19 95,

to MELLON BANK (MD)

(the "Beneficiary"), whose mailing address is

1901 RESEARCH BLVD

ROCKVILLE, MD 20850

pursuant to which Borrower is entitled to obtain advances from Beneficiary from time to time in an amount not to exceed at any one time, in the aggregate,

\$ 30,000.00, which Agreement evidences Borrower's obligation to pay loans and advances made under the Agreement:

NOW, THEREFORE, to induce Beneficiary to make loans and advances to or on behalf of Borrower pursuant to the Agreement, to secure the payment of all sums due or which may become due under the Agreement and any and all extensions or renewals thereof in whole or in part (all of which is hereinafter called the "Obligation"), and to secure performance of all obligations under the Agreement and this Deed of Trust, Trustor by these presents, intending to be legally bound, does grant, bargain, sell, and convey unto Trustee all that certain property situated in

BALTIMORE

County, Maryland, and more particularly described in Exhibit "A" attached hereto and made a part hereof;

TOGETHER WITH ALL the buildings and improvements now or hereafter erected thereon, the privileges and appurtenances thereunto belonging, and the reversions and remainders, rents, issues, and profits thereof (all of which is hereinafter called the "Property");

TO HAVE AND TO HOLD the same unto Trustee in trust, with power of sale.

PROVIDED, HOWEVER, that if the principal amount of the Obligation (which is the outstanding principal balance of loans or advances made pursuant to the Agreement and any amounts which Beneficiary has elected to pay under Paragraphs Fifth and Seventh hereof) shall at any time exceed the credit limit stated in the Agreement, which is

\$ 30,000.00, any amount in excess of the credit limit shall not be secured by this Deed of Trust; and provided further that upon payment in full of the Obligation and cancellation of the Agreement, Beneficiary shall request Trustee to release this Deed of Trust and shall produce for Trustee duly cancelled all notes evidencing indebtedness secured hereby. Trustee shall release this Deed of Trust without further inquiry or liability.

TRUSTOR and BENEFICIARY represent, warrant, covenant, and agree as follows:

FIRST: This Deed of Trust shall secure not only existing indebtedness, but also future advances made pursuant to the Agreement (the terms of which are incorporated herein by reference as if fully set forth), and shall continue in full force and effect, although there may be no advances made at the time of execution of this Deed of Trust and although there may be no indebtedness outstanding at the time any advance is made; and this Deed of Trust shall be released only upon the occurrence of the conditions stated above.

SECOND: Trustor will keep and perform all the covenants and agreements contained herein.

THIRD: Except where permitted by federal law as of the date of this Deed of Trust, without prior written consent of Beneficiary, Trustor shall not cause or permit legal or equitable title to all or part of the Property to become vested in any other person or entity by sale, operation of law, or in any other manner, whether voluntarily or involuntarily.

FOURTH: Trustor warrants that Trustor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is free and clear of all liens, claims, and encumbrances except those to

which Beneficiary has consented in writing. Trustor covenants that the Property shall continue to be held free and clear of all liens, claims, and encumbrances except as expressly permitted by Beneficiary in writing.

FIFTH: Trustor will pay when due all taxes, assessments, levies, and other charges on or against the Property which may attain priority over this Deed of Trust and leasehold payments or ground rents, if any. If Trustor fails to do so, at its sole option Beneficiary may elect to pay such taxes, assessments, levies, or other charges. At Beneficiary's request, Trustor shall deliver written evidence of all such payments to Beneficiary.

SIXTH: Trustor shall keep the Property in good repair, excepting only reasonable wear and tear. Trustor will permit Beneficiary's authorized representative to enter upon the Property at any reasonable time for the purpose of inspecting the condition of the Property. Without the written consent of Beneficiary, Trustor will not permit removal or demolition of improvements now or hereafter erected on the Property, nor will Trustor permit waste of the Property or alteration of improvements now or hereafter erected on the Property which would adversely affect its market value as determined by Beneficiary. If this Deed of Trust is on a leasehold, Trustor shall comply with the provisions of the lease, and if the Trustor acquires fee title to the Property, the leasehold and fee title shall not merge unless Beneficiary agrees to the merger in writing.

SEVENTH: Trustor shall keep the Property insured against loss by fire, all other hazards contemplated by the term "extended coverage," and such other risks and hazards as Beneficiary shall require, in such amounts and for such terms as Beneficiary shall require. Trustor will purchase flood insurance as and to the extent required by Beneficiary or by law or regulation. The Trustor may choose any insurer or insurers authorized to sell insurance in the State of Maryland. All insurance policies shall contain loss payable clauses in favor of Beneficiary and shall be cancellable by the insurer only after prior written notice by the insurer to Beneficiary. Trustor shall deliver written evidence of all such insurance to Beneficiary.

If Trustor fails to obtain and keep in force any required insurance or fails to pay the premiums on such insurance, Beneficiary at its sole option may elect to do so. In the event of loss, Trustor shall give prompt notice to Beneficiary and make proper proof of loss to the insurer. Beneficiary at its option may elect to make proper proof of loss if Trustor does not do so promptly, and to take any action it deems necessary to preserve Trustor's or Beneficiary's rights under any insurance policy. Beneficiary may require that the insurance proceeds for any loss be

paid directly to Beneficiary only and not jointly to Trustor and Beneficiary. Trustor hereby appoints Beneficiary and its successors and assigns as Trustor's attorney-in-fact to endorse Trustor's name to any draft or check which may be payable to Trustor in order to collect any insurance proceeds.

Upon foreclosure of this Deed of Trust, or exercise of the power of sale given to Trustee, or acquisition of the Property by Beneficiary or its assigns, all right, title and interest of Trustor in and to the policies and proceeds thereof and sums payable thereunder shall forthwith pass automatically to the purchaser of said Property.

EIGHTH: Trustor hereby agrees to repay Beneficiary on demand all sums which Beneficiary has elected to pay under Paragraphs Fifth and/or Seventh, and all such sums, until repaid to Beneficiary, shall be a part of the Obligation and shall bear interest at the highest rate permitted by law (but not exceeding the contractual rate or rates of interest applicable to the Obligation by the terms of the Agreement).

NINTH: Subject to the rights of the holders of any prior mortgage or deed of trust, Trustor hereby assigns to Beneficiary all proceeds of any award in connection with any condemnation or other taking of the Property or any part thereof, or payment for conveyance in lieu of condemnation.

TENTH: If the Property or any portion thereof consists of a unit in a condominium or planned unit development, Trustor shall perform all of Trustor's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws, rules, and regulations of the condominium or planned unit development, and related documents. If a condominium or planned unit development rider is executed by Trustor and recorded with this Deed of Trust, the covenants and agreements of such rider shall be incorporated herein as if the rider were a part hereof.

ELEVENTH: In order to further secure Beneficiary in the event of default in the payment of the Obligation or in the performance by Trustor or any of the covenants, conditions or agreements contained herein, Trustor hereby assigns and transfers to Beneficiary and its successors and assigns any and all leases on the Property or any part thereof, now existing or which may hereafter be made at any time, together with any and all rents, issues, and profits arising from the Property under said leases or otherwise. Beneficiary shall have no obligation to perform or discharge any duty or liability under such leases, but shall have full authorization to collect all rents under the leases or otherwise, and to take any action, including legal action, it deems necessary to preserve Trustor's or Beneficiary's

rights under such leases. Trustor shall not collect any rent in advance of the date it is due.

TWELFTH: In the event that (a) any Borrower has engaged in fraud or material misrepresentation in connection with the line of credit evidenced by the Agreement; (b) Borrower(s) fail to meet any of the repayment terms of the Agreement; (c) action or inaction of any Borrower adversely affects the Property, any other property securing the Agreement, or Beneficiary's rights in the Property or such other property; (d) any Borrower sells or otherwise transfers ownership of the Property to someone who is not a Trustor; (e) any Borrower dies, and the death will result in transfer of ownership of the Property to someone who is not a Trustor; (f) all Borrowers have died; or (g) a Borrower is an executive officer, as defined in Federal Reserve Board Regulation O, of Beneficiary, and a condition described in a separate loan acceleration agreement executed by that Borrower has occurred; then, in addition to exercising any rights which Beneficiary may have under the terms of the Agreement or any agreement securing repayment of, or relating to, any portion of the Obligation or which are otherwise provided by law, Beneficiary may declare the Obligation immediately due and payable and may cause the exercise of power of sale granted herein and direct Trustee to sell the Property for the collection of the Obligation and all expenses of the sale, such expenses to include (1) reasonable attorney's fees actually incurred, not to exceed the lesser of (a) 20% of the amount due or \$500, whichever is greater, or (b) the maximum amount permitted by law; and (2) Trustee's fees of 5% of the gross sale price. In lieu of sale pursuant to the power of sale conferred hereby, at the option of Beneficiary this Deed of Trust may be foreclosed in the manner provided by law for the foreclosure of mortgages on real property. Trustor waives all exemptions from levy on and sale of the Property or any part thereof, and agrees that to the extent permitted by law, an action may be maintained by Beneficiary to recover a deficiency judgment for any balance due hereunder.

If Beneficiary invokes the power of sale, Beneficiary shall give written notice to Trustee of the occurrence of an event of default and of Beneficiary's election to cause the Property to be sold. Trustee shall mail copies of such notice in the manner prescribed by applicable law to Trustor and to the other persons prescribed by applicable law. After the lapse of such time as may be required by applicable law, and after such publication and posting of the notice of sale as may be required by applicable law, Trustee, without demand on Trustor, shall sell the property at public auction to the highest bidder for cash in lawful money of the United States at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. 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. Beneficiary or Beneficiary's designee may purchase the Property for cash or for credit at any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, express or implied. The recitals in Trustee's deed shall be prima facie evidence of the truth of the statements made therein.

THIRTEENTH: The rights and remedies of Beneficiary provided herein, in the Agreement, or in any other agreement securing repayment of, or relating to, any portion of the Obligation, or otherwise provided by law, shall be cumulative and may be pursued singly, concurrently, or successively at Beneficiary's sole discretion, and may be exercised as often as necessary, and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

FOURTEENTH: Beneficiary, without notice to Trustor, may deal with the Obligation and any collateral security therefore in such manner as Beneficiary may deem advisable and may accept partial payment for or settle, release, or compromise the Obligation, may substitute or release any collateral security, and may release and discharge from liability any Trustor, all without impairing the estate granted hereby or the obligations of Trustor hereunder.

FIFTEENTH: The covenants, conditions, and agreements contained herein shall bind the heirs, personal representatives, and successors of Trustor, and the rights and privileges contained herein shall inure to the successors and assigns of Beneficiary.

SIXTEENTH: This Deed of Trust shall be governed in all respects by the laws of the State of Maryland. If any provision hereof shall for any reason be held invalid or unenforceable, no other provision shall be affected thereby and this Deed of Trust shall be construed as if the invalid or unenforceable provision had never been part of it.

SEVENTEENTH: Except for any notice required under applicable law to be given in another manner, (a) any notice to Trustor provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail to Trustor's address stated herein or at such other address as Trustor may designate by notice to Beneficiary as provided herein, and (b) any notice to Beneficiary shall be given by certified mail to Beneficiary's address stated herein or to such other address as Beneficiary may designate by notice to Trustor as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Trustor or Beneficiary when given in the manner designated herein.

EIGHTEENTH: Beneficiary may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without

conveyance of the Property, the successor trustee shall succeed to all title, power and duties conferred upon Trustee herein and by applicable law.

Witness the due execution and sealing hereof the day and year first above written:

Signatures

Witness Steven Pirnia

Witness Steven Pirnia

Witness

Witness

Mark B. Bohanan (Seal)

Trustor MARK B. BOHANAN (Seal)

Trustor AKA MARK B MCDANIEL (Seal)

Trustor

Trustor

Acknowledgment

STATE OF MARYLAND, Baltimore County ss: I hereby certify, that on this 26 day of MAY, in the year 1995, before the subscribed, a notary

public, personally appeared MARK B. MCDANIEL and

acknowledged the foregoing Deed of Trust to be his act, and that he

executed the same for the purposes therein contained.

AS WITNESS: my hand and notorial seal.

William J. [Signature]
Notary Public

My Commission Expires: 10/20/97

Affidavit of Consideration

STATE OF MARYLAND, Montgomery County ss:

I Hereby Certify, That on this 30 day of May, 19 95, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared

Steven Pirnia, the agent of the party secured by the foregoing Deed of Trust, and made oath in due form of law (1) that the consideration recited in the Deed of Trust is true and bona fide as set forth therein; and (2) that (s)he is the agent of the secured party and is duly authorized to make this affidavit.

AS WITNESS: my hand and notorial seal.

ANTHONY BEN CRISAFULLI
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires May 18, 1997
Anthony Ben Crisafulli
Notary Public

Certification

I hereby certify that the foregoing Deed of Trust was prepared by an attorney admitted to practice before the Maryland Court of Appeals, under his supervision, or by one of the parties named in the Deed of Trust.

Steven Pirnia
Authorized Signature
Steven Pirnia

JBER 9 2 4 4 PAGE 0 8 9

NO TITLE EXAMINATION
NO SURVEY
NO CASH CONSIDERATION

DEED

THIS DEED, is made this 13th day of March, in the year one thousand nine hundred and ninety-two (1992), by and between JAMES T. COX of Baltimore County, State of Maryland, party of the first part and MARK B. BOHANAN, of Baltimore County, State of Maryland, party of the second part.

WITNESSETH, That in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the actual cash consideration being Zero Dollars (\$0.00), James T. Cox does grant and convey unto Mark B. Bohanan, his personal representatives, successors and assigns, in fee simple, all that lot of ground situate in Baltimore County, State of Maryland, and described as follows:

SEE EXHIBIT A attached hereto and specifically incorporated herein which more particularly describes the real property known as 540 S. Rolling Road, Baltimore County, Maryland, consisting of approximately 1.083 acres of land, more or less.

2.00/F 13.00
DD TAP 5.00
DEED
CH CLERK 13.00

ALBEM 0401 002 110

BEING the same lot of ground which by deed dated the 8th day of December, 1982 and recorded among the Land Records of Baltimore County in Liber E.K.H. Jr., No. 6470, folio 751, was granted and conveyed by James T. Cox unto James T. Cox and Jeanne H. Bohanan, as joint tenants. The said Jeanne H. Bohanan having died April 17, 1991, survived by James T. Cox.

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation

TRANSFER TAX NOT REQUIRED

Director of Finance

BALTIMORE COUNTY MARYLAND

Per [Signature] [Signature]

Noted Signature

Date 3-24-92 Sec. 30-139

LIBER 9244 PAGE 090

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 Mark B. Bohanan, his personal representatives, successors and assigns, forever, in fee simple.

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

WITNESS the hand and seal of the party of the first part, the Grantor herein.

WITNESS:

James T. Cox

James T. Cox (SEAL)
JAMES T. COX

STATE OF MARYLAND, CITY (COUNTY) OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 13th day of March, 1992, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared JAMES T. COX, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged that he executed the same for the purpose therein contained.

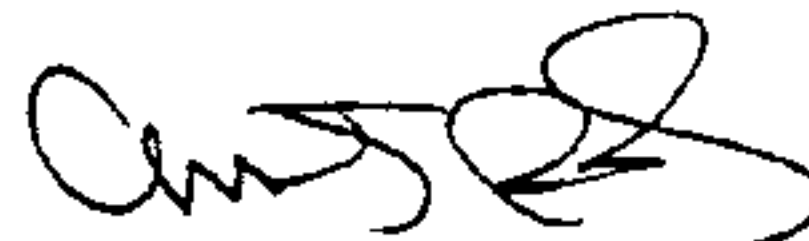
WITNESS my hand and Notarial Seal.

John M. B. [Signature]
Notary Public
My Commission Expires: 1-1-96

JNEN 9244 PAGE 091

CERTIFICATION

I HEREBY CERTIFY, that the within instrument was prepared by the undersigned, an attorney admitted to practice law by the Court of Appeals of Maryland.



Anthony P. Palaigos

G:07270047.D
HRP:030492

SM 9244 P.0092

EXHIBIT A

BEGINNING for the same at a point in the center of Rolling Road at the distance of 731 feet Southeasterly from the center of New Burg Avenue, and running thence along the Center line of Rolling Road South 42 degrees 3 minutes East 177.3 feet to a point, and thence running parallel with New Burg Avenue South 48 degrees West 743.9 feet to a point in the outline of the tract of land of S.P. Harwood, and running thence along the outline of the tract and by said Harwoods land and North 37 degrees 35 minutes West 177.9 feet to a point in the corner of three acres of land recently conveyed to James McCurley, and thence running and binding on McCurley's land North 48 degrees East 730.1 feet to the place of beginning. Containing 3 acres of land more or less. Being known as No. 540 S. Rolling Road.

SAVING AND EXCEPTING those portions of the above described real property more particularly described in three deeds dated September 2, 1964, December 21, 1966 and April 5, 1967, respectively, and recorded among the Land Records of Baltimore County in Liber 4354, folio 341, Liber 4708, folio 578 and Liber 4746, folio 555, respectively.

THIS DEED, Made this 8th day of December, 1982,

by and between JAMES T. COX, of the County of Baltimore, State of Maryland, party of the first part; and JAMES T. COX and JEANNE H. BOHANAN, of the County of Baltimore, State of Maryland, parties of the second part.

WITNESSETH, That in consideration of valuable considerations, with no monetary consideration, the party of the first part does hereby grant and convey unto the said parties of the second part, as joint tenants, their heirs and assigns, in fee simple, all that lot of ground situate and lying in Baltimore County, in the State of Maryland, and described as follows, that is to say:

BEGINNING for the same at a point in the center of Rolling Road at the distance of 731 feet Southeasterly from the center of New Burg Avenue, and running thence along the Center line of Rolling Road South 42 degrees 3 minutes East 177.3 Feet to a point, and thence running parallel with New Burg Avenue South 48 degrees West 743.9 feet to a point in the outline of the tract of land of S.P. Harwood, and running thence along the outline of the tract and by said Harwood's land and North 37 degrees 35 minutes West 177.9 feet to a point in the corner of three acres of land recently conveyed to James McCurley, and thence running and binding on McCurley's land North 48 degrees East 730.1 feet to the place of beginning. Containing 3 acres of land more or less. Being known as No. 540 S. Rolling Road.

BEING the same lot of ground conveyed by James B. Cox and Pearl R. Cox, his wife unto the Grantor herein which was dated July 15, 1961, and recorded among the Land Records of Baltimore County in Liber W.J.R. 3868, folio 378.

TOGETHER WITH the buildings and improvements thereupon; and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises unto and to the use of the parties of the second part, as joint tenants, their heirs and assigns, in fee simple.

AND the said Grantor hereby covenants that he has not done nor suffered to be done any act, matter or thing whatsoever to encumber the

13-
TRANSFER TAX NOT REQUIRED
Director of Finance
BALTIMORE COUNTY, MARYLAND
Per [Signature]
Authorized Signature
Date 12/8/82 Sec. 11-85 c

NO CONSIDERATION
NO TITLE EXAMINATION

UNIFORM GIFT & TRANSFER TAX
NOT APPLICABLE

SIGNATURE [Signature] DATE 12/8/82

LIBER 6470 PAGE 752

the property hereby conveyed; and that he will warrant specially the property hereby granted and conveyed, and that he will execute such further assurances of said land as may be requisite.

WITNESS, the hand and seal of the within named Grantor.

Elmer Casaro
Witness

James T. Cox (SEAL)
JAMES T. COX

STATE OF MARYLAND,

COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 9 day of November, 1982, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared JAMES T. COX, the within named Grantor and he acknowledged the foregoing Deed to be his respective act.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal.



Cynthia G. Williams
NOTARY PUBLIC

My Commission Expires:

July 1986

Per Elmer H. Kahline, Jr. Clerk
Mail to Hahn & Durkee
Receipt No. 13.00

B RC/F 13.00
DEED
EHK JR T 13.00
#19799 0004 1001 108
12/29

I hereby certify that on this 2nd day of March 1942 before me the subscriber a notary public of the State of Maryland in and for Baltimore City aforesaid personally appeared Mildred A Stelfox the above named grantor and she acknowledged the foregoing deed to be her act

As witness my hand and notarial seal

(Notarial Seal)

Walter P Reese

Notary Public

Rec Mar 4 1942 at 1:30 P M & exd

per Christian H Kahl

Clerk

Rec by H M B

Examiners (U&P)

12014

Mamie E Greinus) This deed made this 2nd day of March in the year one thousand nine
Deed to) hundred and forty two by and between Mamie E Greinus widow of
James B Cox & wf) Baltimore County in the State of Maryland of the first part and
U S \$10.45 St \$9.50) James B Cox and Pearl R Cox his wife of the same County and State
-----) of the second part

Witnesseth that in consideration of the sum of five dollars and other valuable considerations the receipt of which is hereby acknowledged the said party of the first part does grant and convey unto the said parties of the second part as tenants by the entireties the survivor of them their assigns and the heirs and assigns of the survivor in fee simple all that lot of ground situate lying and being in Baltimore County State of Maryland aforesaid and described as follows that is to say

Beginning for the same at a point in the centre of Rolling Road at the distance of seven hundred thirty and one half feet southeasterly from the centre of New Burg Avenue and running thence along the centre line of Rolling Road south forty two degrees three minutes east one hundred seventy seven and three tenths feet to a point and thence running parallel with New Burg Avenue south forty eight degrees west seven hundred forty three and nine tenths feet to a point in the outline of the tract of land of S P Harwood and running thence along the outline of the tract and by said Harwoods land north thirty seven degrees thirty five minutes west one hundred seventy seven and nine tenths feet to a point in the corner of 3 acres of land recently conveyed to James McCurley and thence running and binding on McCurley's land north forty eight degrees east seven hundred thirty and one tenth feet to the place of beginning Containing 3 acres of land more or less and now known as No 540 S Rolling Road

Being the same property described in a deed dated November 29 1919 and recorded among the land records of Baltimore County in liber WPC No 517 folio 505 from The Maryland Development and Contracting Company to Walter Otto and Mamie E Greinus the said Walter Otto having since departed this life thereby vesting title in the grantor herein through survivorship

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

To have and to hold the said lot of ground and premises above described and mentioned and hereby intended to be conveyed together with the rights privileges appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said parties of the second part as tenants by the entireties the survivor of them their

PER TICKET MAY 8 1942

assigns and the heirs and assigns of the survivor in fee simple

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

Witness the hand and seal of said grantor

Test

Mamie E Groinus

(Seal)

Dorothea B Marling

State of Maryland City of Baltimore to wit

I hereby certify that on this 2nd day of March in the year one thousand nine hundred and forty two before me the subscriber a notary public of the State of Maryland in and for the City of Baltimore aforesaid personally appeared Mamie E Greinus widow the above named grantor and she acknowledged the foregoing deed to be her act

As witness my hand and notarial seal

(Notarial Seal)

Dorothea B Marling

Notary Public

Rec Mar 4 1942 at 2:15 P M & exd

per Christian H Kahl

Clerk

Rec by H M D

Examiners (U&P)

12015

James B Cox & wf) This lease made this 2nd day of March in the year one thousand nine
Lease to) hundred and forty two between James B Cox and Pearl R Cox his wife
Title Inc) lessors of Baltimore County State of Maryland of the first part and
St \$2.00) Title Inc a body corporate of State of Maryland lessee of the second
-----) part

Witnesseth that the said lessors in consideration of the rent hereinafter expressed to be paid do lease unto the said lessee its successors and assigns all that lot of ground and premises situate lying and being in the County of Baltimore aforesaid and described as follows to wit Beginning for the same at a point in the centre of Rolling Road at the distance of seven hundred thirty and one half feet southeasterly from the centre of New Burg Avenue and running thence along the centre line of Rolling Road south forty two degrees three minutes east one hundred seventy seven and three tenths feet to a point and thence running parallel with New Burg Avenue south forty eight degrees west seven hundred forty three and nine tenths feet to a point in the outline of the tract of land of S. P. Harwood and running thence along the outline of the tract and by said Harwood's land north thirty seven degrees thirty five minutes west one hundred seventy seven and nine tenths feet to a point in the corner of 3 acres of land recently conveyed to James McCurley and thence running and binding on McCurley's land north forty eight degrees east seven hundred thirty and one tenth feet to the place of beginning Containing 3 acres of land more or less and now known as No 540 S Rolling Road

No 540 S Rolling Road

Being the same property described in a deed of even date and recorded prior hereto among the land records of Baltimore County from Mamie E Greinus widow to the lessors herein

Together with all improvements thereon made lanes alleys ways waters easements emolumenta
and advantages to the said ground belonging or in anywise appertaining

To be held by the said lessee its successors and assigns for the term of nine nine years
beginning on the day of the date of these presents it the said lessee its successors or

DEL. PEN TICKET MAY 8 1962

assigns yielding and paying unto the said lessors their heirs or assigns the rent or yearly sum of one hundred and twenty (\$120.00) dollars and that in even and equal half yearly instalments accounting from the second day of March one thousand nine hundred and forty two over and above all deductions for taxes and assessments of every kind levied or assessed or hereafter to be levied or assessed on said demised premises or the rent issuing therefrom Provided that if the said rent shall be in arrear in whole or in part at any time then it shall be lawful for the said lessors their heirs or assigns to make distress therefor

And provided also that if the said rent shall be in arrear in whole or in part for sixty days then it shall be lawful for the said lessors their heirs or assigns to re-enter upon the hereby demised premises and hold the same until all the arrearages of rent thereon and all expenses incurred by reason of such non payment shall be fully paid

And provided further that if said rent shall be in arrears for six months then the said lessors their heirs or assigns may re-enter upon the premises hereby demised and hold the same as if this lease had never been made

And the said lessee for itself its successors and assigns covenants with the said lessors their heirs and assigns to pay the aforesaid rent taxes and assessments when legally demandable

And the said lessors for themselves their heirs executors administrators and assigns do hereby covenant with the said lessee its successors and assigns that on payment by the said lessee its successors and assigns of said rent and performance of all covenants herein on its part to be paid and performed they the said lessors their heirs executors administrators and assigns will warrant the property hereby leased from all claims thereon under or by said lessors or any person claiming by from or under them

Also that at any time during this demise the said lessors their heirs or assigns shall on payment to them of ten dollars as renewal fine execute and deliver or cause to be executed and delivered to the said lessee its successors or assigns at its or their request and cost a new lease of the above demised property for another term of ninety nine years to commence on the expiration of this subject to the same rent and with the same covenants so that the demise hereby created may be renewable and renewed from time to time forever

Witness the hands and seals of the parties hereto

Test

James B Cox (Seal)

Dorothea B Marling

Pearl R Cox (Seal)

Title Inc

(Corporate Seal)

By J Irvin McCourt Vice President

State of Maryland City of Baltimore to wit

I hereby certify that on this 2nd day of March in the year one thousand nine hundred and forty two before me the subscriber a notary public of the State of Maryland in and for City of Baltimore aforesaid personally appeared James B Cox and Pearl R Cox his wife lessors and they acknowledged the foregoing lease to be their act At the same time also personally appeared J Irvin McCourt vice president of Title Inc a body corporate lessee and he acknowledged the foregoing lease to be its corporate act

As witness my hand and notarial seal

(Notarial Seal)

Rec Mar 4 1942 at 2:15 P M & exd

Dorothea B Marling

Notary Public

Rec by H M D

Examiners (U&P)

per Christian H Kahl

Clerk

Witness the hands and seals of said grantors

Test

James B Cox

(Seal)

Dorothea B Marling

Pearl R Cox

(Seal)

State of Maryland City of Baltimore to wit

I hereby certify that on this 2nd day of March in the year one thousand nine hundred and forty two before me the subscriber a notary public of the State of Maryland in and for the City of Baltimore aforesaid personally appeared James B Cox and Pearl R Cox his wife the above named grantors and each acknowledged the foregoing deed to be their act

As witness my hand and notarial seal

(Notarial Seal)

Dorothea B Marling

Notary Public

Rec Mar 4 1942 at 2:15 P M & exd

per Christian H Kahl

Clerk

Rec by H M D

Examiners

(U&P)

12017

)

Title Inc

)

Asgt to

)

James B Cox & wf

)

This deed made this 2nd day of March in the year one thousand nine hundred and forty two by and between Title Inc a body corporate of the State of Maryland of the first part and James B Cox and Pearl R Cox his wife of Baltimore County State of Maryland of the second part

Witnesseth that in consideration of the sum of five dollars and other good and valuable considerations the receipt of which is hereby acknowledged the said party of the first part does grant and convey unto the said parties of the second part as tenants by the entireties the survivor of them their assigns and the personal representatives and assigns of the survivor all that lot of ground situate in Baltimore County aforesaid and described as follows that is to say

Beginning for the same at a point in the centre of Rolling Road at the distance of seven hundred thirty and one half feet southeasterly from the centre of New Burg Avenue and running thence along the centre line of Rolling Road south forty two degrees three minutes east one hundred seventy seven and three tenths feet to a point and thence running parallel with New Burg Avenue south forty eight degrees west seven hundred forty three and nine tenths feet to a point in the outline of the tract of land of S P Harwood and running thence along the outline of the tract and by said Harwoods land north thirty seven degrees thirty five minutes west one hundred seventy seven and nine tenths feet to a point in the corner of 3 acres of land recently conveyed to James McCurley and thence running and binding on McCurley's land north forty eight degrees east seven hundred thirty and one tenth feet to the place of beginning Containing three acres of land more or less and now known as No 540 S Rolling Road.

Being the same property described in a lease of even date and recorded prior hereto among the land records of Baltimore County from James B Cox and wife to the grantor herein

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 unto and to the use of the said parties of the second part as tenants by the entireties the survivor of them their assigns and the personal representatives and assigns of the survivor for all the residue of the term of years yet to come and unexpired therein with the benefit of renewal forever subject to the payment of the annual rent of one hundred and twenty dollars payable half yearly on the 2nd days of March and September in each and every year

DEL PER TICKET MAY 8 1942

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 hereby granted and that it will execute such further assurances of the same as may be requisite

Witness the corporate seal of Title Inc a body corporate and the signature of J Irvin
McCourt the vice president thereof

Test

Dorothea B Marling

Title Inc

By J Irvin McCourt Vice President
(Corporate Seal)

State of Maryland City of Baltimore to wit

I hereby certify that on this 2nd day of March in the year one thousand nine hundred and forty two before me the subscriber a notary public of the State of Maryland in and for the City of Baltimore aforesaid personally appeared J Irvin McCourt vice president of Title Inc a body corporate the grantor named in the above deed and he acknowledged the foregoing deed to be its corporate act

As witness my hand and notarial seal

(Notarial Seal)

Dorothea B Marling Notary Public

Rec Mar 4 1942 at 2:15 P M & exd

per Christian H Kehl Clerk

Rec by H M D Examiners (U&P)

12018)
James B Cox & wf) This mortgage made this 2nd day of March in the year one thousand
Mtg to) nine hundred and forty two between James B Cox and Pearl R Cox his
St Mutual Bldg Assn) wife of the City of Baltimore in the State of Maryland hereinafter
-----) called mortgagors and The State Mutual Building Association of Balti-
more City a body corporate duly incorporated hereinafter called mortgagee

Whereas the said mortgagors being members of the said body corporate have received therefrom an advance of five thousand (\$5000.00) dollars upon thirty nine (39) shares of its stock representing part of the purchase price of the hereinafter described property the due execution of this mortgage having been a condition precedent to the granting of said advance

Now therefore this mortgage witnesseth that in consideration of the premises and of one dollar the said mortgagors do grant convey and assign unto the said mortgagee its successor and assigns all that lot of ground situate and lying in the County of Baltimore State of Maryland and described as follows

Beginning for the same at a point in the centre of Rolling Road at the distance of seven hundred thirty and one half feet southeasterly from the centre of New Burg Avenue and running thence along the centre line of Rolling Road south forty two degrees three minutes east one hundred seventy seven and three tenths feet to a point and thence running parallel with New Burg Avenue south forty eight degrees west seven hundred forty three and nine tenths feet to a point in the outline of the tract of land of S P Harwood and running thence along the outline of the tract and by said Harwoods land north thirty seven degrees thirtyfive minutes west one hundred seventy seven and nine tenths feet to a point in the corner of three acres of land recently conveyed to James McCurley and running thence and binding on McCurley's land north forty eight degrees east seven hundred thirty and one tenth feet to the place of beginning Containing three acres of land more or less and now known as No

540 S Rolling Road

2. TICKET MAY 8 1962

applied to the extinguishment of the principal interest and expenses secured by this mortgage whether then due or not but shall not exceed the amount payable under this mortgage or such money so payable may with the consent of the mortgagee be applied to the repairing of the premises damaged

And the said mortgagors further covenant and agree that if at any time during the life of this mortgage they shall cease to have the same interest in the property described herein which they held at the date of this mortgage either by transfer assignment sale insolvency or bankruptcy voluntary or involuntary or by reason of the application for any receivership of either of the said mortgagors then and thereupon the entire amount of the mortgage debt hereunder shall at the option of the mortgagee immediately become due and payable with interest

And upon any default in any of the covenants of this mortgage the mortgagee shall be entitled without notice to the mortgagors to the immediate appointment of a receiver for said property without regard to the adequacy or inadequacy of the property as security for the mortgage debt And upon such default whether or not a receiver be appointed the rents profits and income of said property are hereby assigned to the mortgagee as additional security

In case of any default being made in any of the covenants or conditions of this mortgage then the entire mortgage debt and interest hereby secured shall be due and payable

And the said mortgagors consent that a decree may be passed for the sale of said property (the sale to take place at any time after a default in any of the conditions of this mortgage) under the provisions of sections 720 to 732 inclusive of chapter 123 of the laws of Maryland passed at the January session in the year 1898 or any supplements or additions thereto or this mortgage may be foreclosed under any law or laws of the State of Maryland intended to facilitate the regular or extra judicial proceedings on mortgages as fully and in the same manner as if special assent and powers were hereby given and granted the expenses of sale shall include a counsel fee of fifty dollars

And the said mortgagors covenant to warrant specially the said property and to execute such further assurances thereof as may be requisite

And it shall be lawful for the said mortgagee its successors or assigns at any time after default in any of the covenants or conditions of this mortgage to sell the hereby mortgaged property or so much thereof as may be necessary to satisfy said mortgage debt and interest and all expenses incident to said sale and to grant assign or convey the said property to the purchaser thereof his her or their heirs personal representatives or assigns and which sale shall be made in the following manner to wit upon giving twenty days' notice of the time place manner and terms of sale in some newspaper published in Baltimore County and such other notice as by said mortgagee may be deemed expedient and in the event of such sale under the powers hereby granted the proceeds thereof shall be applied in accordance with the equity practice in Maryland

As witness the hands and seals of the said mortgagors

Test

James B Cox

(Seal)

Pearl R Cox

(Seal)

Dorothea B Marling

State of Maryland Baltimore City to wit

I hereby certify that on this 2nd day of March 1942 before me the subscriber a notary Public of the State of Maryland in and for the City aforesaid personally appeared James B

Cox and Pearl R Cox his wife mortgagors and acknowledged the foregoing mortgage to be their act At the same time also personally appeared B J Barrett president and agent of The State Mutual Building Association of Baltimore City mortgagee and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth and also made oath that he is the agent of said mortgagee duly authorized to make this affidavit

As witness my hand and notarial seal

(Notarial Seal)

Dorothea B Marling Notary Public

Rec Mar 4 1942 at 2:15 P M & exd

per Christian H Kahl Clerk

Rec by H M D

Examiners (U&P)

12021

August A Cassinger & Sons Inc) This deed made this thirtieth day of December in the year
Deed to) one thousand nine hundred and forty one between August A
Elmer E Roberts & wf) Cassinger and Sons Incorporated a body corporate duly incor-
U S \$.55 St \$.10) porated under the laws of the State of Maryland of the first
-----) part and Elmer E Roberts and Mary E Roberts his wife of Bal-
timore County in the State aforesaid of the second part

Witnesseth that in consideration of the sum of five dollars and other good and valuable considerations the receipt whereof is hereby acknowledged the said August A Cassinger and Sons Incorporated do grant and convey unto the said Elmer E Roberts and Mary E Roberts his wife as tenants by the entireties their assigns the survivor of them his or her heirs and assigns in fee simple all that lot of ground situate lying and being in Baltimore County in the State of Maryland and described as follows that is to say

Being known as lot numbered fifty and one half (50½) section "B" as shown on the plat of Oliver Beach which plat is recorded among the land records of Baltimore County in plat book GWB Jr No 12 folio 56

Being part of the lot of ground which by deed dated January 6 1931 and recorded among the land records of Baltimore County in liber LMcLM No 870 folio 108 was granted and conveyed by August A Cassinger Sr to August A Cassinger and Sons Incorporated

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 in anywise appertaining

DEL PER TICKET MAY 8 1942

J Neubauer Agent for Weaver Bros Inc of Maryland and made oath in due form of law that the consideration named in the foregoing Mortgage is true and bona fide as therein set forth and also made oath that he is the agent of the within named Mortgagee

Witness my hand and notarial seal

(Notarial Seal)

John G Rose

Notary Public

FOR VALUE RECEIVED WEAVER BROS INC OF MARYLAND hereby assigns the within and foregoing Mortgage and the mortgage debt secured thereby unto the Metropolitan Life Insurance Company

As Witness the signature of said body corporate Assignor by the hand of Sidney H Tinley Jr its Vice-President and its corporate seal hereto affixed this 15th day of April 1948

Witness

WEAVER BROS INC OF MARYLAND

Roy E Paddock

By Sidney H Tinley Jr - (Seal)

Assistant Secretary (Corporate Seal)

Vice-President

(Recorded May 5 1948 at 8:50 AM & exd per) T Braden Silcott - Clerk (Red by dps
Exd B K & D C

New York New York October 24 1951. "For value received METROPOLITAN LIFE INSURANCE COMPANY hereby releases the within mortgage. WITNESS the signature and seal of said corporation by its third vicepresident and assistant secretary this 24th day of October 1951

WITNESSES Marion Rinaldi
Marion Rinaldi
S Frank Clouting
S Frank Clouting

METROPOLITAN LIFE INSURANCE COMPANY
By Norman Carpenter third vice president
Norman Carpenter
By J E McGurk assistant secretary
J E McGurk (CORPORATE SEAL)

Rec Nov 3 1951 at 11:00 AM & exd per George L Byerly clerk red by jbmcl 11/5/51

50502 Anna E Meehan et al) THIS DEED Made this 12th day of April in the year one thousand
Deed to James B Cox et al) nine hundred and forty-eight by and between Anna E Meehan widow
US 2.20 SS 2.20----- and Elizabeth Ann Meehan Single of Baltimore City in the State
of Maryland parties of the first part and James B Cox and Pearl R Cox his wife of Baltimore
County in the State of Maryland parties of the second part

WITNESSETH that in consideration of the sum of Five Dollars (\$5.00) and other good and valuable considerations the receipt whereof is hereby acknowledged the said parties of the first part do hereby grant and convey unto the said parties of the second part as tenants by the entireties their assigns the survivor of them his or her heirs and assigns 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 at a point in the center of Rolling Road at the distance of 731 feet Southeasterly from the center of New Burg Avenue and running thence along the center line of Rolling Road South 42 degrees 3 minutes East 177.3 feet to a point and thence running parallel with New Burg Avenue South 48 degrees West 743.9 feet to a point in the outline of the tract of land of S P Harwood and running thence along the outline of the tract and by said Harwoods land North 37 degrees 35 minutes West 177.9 feet to a point in the corner of three acres of land recently conveyed to James McCurley and thence running and binding on McCurley's land North 48 degrees East 730.1 feet to the place of beginning Containing 3 acres of land more or less Being known as No 540 S Rolling Road

BEING all and the same lot of ground which by Lease dated March 2 1942 and recorded among the Land Records of Baltimore County in Liber C H K No 1218 folio 153 was demise and leased

by James B Cox and wife to Title Inc for the term of ninety-nine years renewable forever at and under the annual rent of \$120.00 payable semi-annually on the second days of March and September in each and every year

BEING ALSO the same lot of ground which by Deed dated March 2 1942 and recorded among the Land Records aforesaid in Liber C H K No 1218 folio 155 was granted and conveyed by James B Cox and wife unto the Grantors herein

BEING ALSO the same lot of ground the leasehold title to which was acquired by the Grantees herein from Title Inc by Assignment dated March 2 1942 and recorded among the Land Records aforesaid in Liber C H K No 1218 folio 156

TOGETHER with the buildings and improvements thereupon and the rights alleys ways waters privileges appurtenances and advantages to the same belonging or in anywise appertaining and particularly the aforesaid rent issuing and payable out of said lot of ground as aforesaid

TO HAVE AND TO HOLD the said lot of ground and premises and particularly the aforesaid rent issuing and payable thereout and the reversion thereto unto and to the use of the said parties of the second part as tenants by the entireties their assigns the survivor of them his or her heirs and assigns in fee simple to the end and intent that the leasehold be merged in the fee and the annual rent hereby intended to be conveyed be forever extinguished

AND the said Grantors hereby covenant that they have not done nor suffered to be done any act matter or thing whatsoever to encumber the property hereby granted that they will warrant specially the property hereby granted and conveyed and they will execute such further assurances of said land as may be requisite

Witness the hands and seals of the within named Grantors

Witness

Anna E Meehan (Seal)

Wm V Heaphy Jr

Elizabeth Ann Meehan (Seal)

STATE OF MARYLAND BALTIMORE CITY TO WIT

I HEREBY CERTIFY that on this 12th day of April in the year one thousand nine hundred and forty-eight before me the subscriber a Notary Public of the State of Maryland in and for Baltimore City aforesaid personally appeared Anna E Meehan and Elizabeth Ann Meehan the within named Grantors and they acknowledged the foregoing Deed to be their respective act

In Testimony Whereof I hereunto set my hand and affix my notarial seal

(Notarial Seal)

Joseph B Griesacker Notary Public

(Recorded Apr 14 1948 at 12:00 N & exd per) T Braden Silcott - Clerk (Rcd by dps)

Exd B K & D C

50503 James B Cox et al) THIS MORTGAGE Made this 12th day of April in the year one
Mtg to Md Lf Ins Co of Balto) thousand nine hundred and forty-eight by and between James
SS 23.30 -----) B Cox and Pearl R Cox his wife of Baltimore County in the
State of Maryland parties of the first part Mortgagors and the Maryland Life Insurance Company
of Baltimore a body corporate duly incorporated under the laws of the State of Maryland party
of the second part Mortgagee

WHEREAS the said parties of the first part Mortgagors are justly indebted unto the party of the second part Mortgagee in the full and just sum of Five Thousand Dollars (\$5,000.00) being cash money this day loaned and advanced by the latter to the former for the repayment of which sum they have made and passed to the said party of the second part their joint and several promissory note bearing even date herewith providing for the payment thereof in 84 monthly instalments 83 thereof being for the sum of Sixty-nine Dollars and fifty-five Cents (\$69.55) each and the 84th thereof being for the unpaid balance of principal and/or interest the first of such payments being due and payable on the first day of June 1948 and the last thereof being due and payable on the first day of May 1955 said payments to be applied by the

Mortgagee first to the payment of interest at the rate of Four and one-half per centum (4½) per annum on unpaid balance of principal the balance of such payments to be applied in reduction of the principal and

WHEREAS it was a condition precedent to the making of said loan that the repayment thereof with interest as aforesaid in accordance with the terms and conditions of said note and the performance of all the covenants and conditions herein should be secured by these presents

THIS MORTGAGE WITNESSETH that in consideration of said loan and for the purpose of securing the payment to the said Mortgagee of the same with interest thereon the said Mortgagors do hereby grant and convey unto the said Mortgagee its successors and assigns forever in fee simple all that lot of ground in Baltimore County in the State of Maryland and described as follows

BEGINNING for the same at a point in the center of Rolling Road at the distance of 731 feet Southeasterly from the center of New Burg Avenue and running thence along the center line of Rolling Road South 42 degrees 3 minutes East 177.3 feet to a point and thence running parallel with New Burg Avenue South 48 degrees West 743.9 feet to a point in the outline of the tract of land of S P Harwood and running thence along the outline of the tract and by said Harwood's land North 37 degrees 35 minutes West 177.9 feet to a point in the corner of three acres of land recently conveyed to James McCurley and thence running and binding on McCurley's land North 48 degrees East 730.1 feet to the place of beginning Containing 3 acres of land more or less Being known as No 540 S Rolling Road

BEING all and the same lot of ground the leasehold title to which was acquired by the Mortgagors herein from Title Inc by Assignment dated March 2 1942 and recorded among the Land Records of Baltimore County in Liber C H K No 1218 folio 156

BEING ALSO the same lot of ground which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Baltimore County prior hereto was granted and conveyed by Anna E Meehan et al to the within named Mortgagors

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

TO HAVE AND TO HOLD the said lot of land with the improvements and appurtenances aforesaid unto the said Mortgagee its successors and assigns in fee simple forever

PROVIDED that if the said principal sum of money loaned as aforesaid and the interest thereon shall be paid when due and if all of the covenants herein mentioned shall be performed then this mortgage shall be void

BUT upon any default being made in the payment of the said principal or interest in whole or in part when due or upon any default being made in any covenant or condition of this mortgage then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith

AND upon any default in the terms of this mortgage a sale may be made by the said mortgagee its successors or assigns or by William L Marbury their attorney under Article LXVI sections 6 to 10 inclusive of the Maryland Code of 1904 Public General Laws or any other general or local laws of the State of Maryland relating to mortgages And such sale shall be of the property as a whole and it shall not be the duty of the party selling to sell the same in parts or in lots and the sale shall be made after giving twenty days' notice of the time place manner and terms of sale in some newspaper printed in the County in which the land is situate and the party selling may also give such other notice as he may deem expedient and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient

AND it is agreed that upon any sale of said property under this mortgage the proceeds

of sale shall be applied as follows to wit first to the payment of all expenses incident to said sale including a counsel fee of fifty dollars for conducting the proceedings if without contest but if legal services be rendered to the mortgagee its successors or assigns or to the party selling under the power of sale in connection with any contested matter in the proceedings then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under a decree of a court of equity in Maryland second to the payment of all claims of the mortgagee its successors or assigns hereunder whether the same shall have then matured or not and third the balance if any to the said mortgagors their heirs or assigns and half of such commissions and all such expenses and costs shall be paid by the mortgagors their heirs and assigns in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof

AND it is covenanted that until default be made in any covenant or condition of this mortgage (but not thereafter) the said mortgagors their heirs or assigns shall have possession of the property upon paying in the meantime all taxes and assessments public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest which mortgage debt and interest taxes assessments public dues and charges the said Mortgagors for themselves their heirs and assigns covenant to pay when legally due and upon payment thereof to exhibit to the mortgagee the receipted bills thereof at the place of business of the mortgagee or its agent And upon any default in any of the covenants of this mortgage the mortgagee shall be entitled without notice to the mortgagors to the immediate appointment of a receiver of said property without regard to the adequacy or inadequacy of the property as security for the mortgage debt and upon any such default whether or not a receiver be appointed the rents and profits of said property are hereby assigned to the mortgagee as additional security

AND the said mortgagors covenant to keep the improvements on the land insured against loss by fire and other hazards in an insurance company or companies selected by and in an amount designated by the said mortgagee and to cause all of the policies covering said premises to be so framed or indorsed as in case of fire and other hazards to insure to the benefit of the said mortgagee its successors or assigns to the extent of its lien or claim under this mortgage and to deliver all of the policies covering said premises to the mortgagee to be kept by the mortgagee And in the event of any loss by fire and other hazards the insurance company or companies are hereby directed by the mortgagors to make payment for such loss to the mortgagee only and not to the mortgagors and mortgagee jointly such payment at the option of the mortgagee may be applied to the extinguishment of the principal interest and expenses secured by this mortgage whether then due or not but shall not exceed the amount payable under this mortgage provided that the mortgagee in lieu of such application may in writing consent to the use by the mortgagor of said insurance money for the reconstruction of the improvements on the mortgaged property

AND the said mortgagors covenant to warrant specially the said property and to execute such further assurances thereof as may be requisite

Witness the hands and seals of the within named Mortgagors

Witness

James B Cox

(Seal)

Harry C Bayley

Pearl R Cox

(Seal)

STATE OF MARYLAND BALTIMORE CITY TO WIT

I HEREBY CERTIFY that on this 12th day of April in the year one thousand nine hundred

and forty-eight before me the subscriber a Notary Public of the State of Maryland in and for

Baltimore County personally appeared James B Cox and Pearl R Cox his wife the within named Mortgagors and they acknowledged the foregoing mortgage to be their respective act.

At the same time also personally appeared Clarence E White Agent of the within named mortgagee and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth and also made oath that he is the agent of the mortgagee.

In Testimony Whereof I have affixed my official seal the day and year aforesaid

(Notarial Seal)

Harry G Bayley

Notary Public

(Recorded Apr 14 1948 at 12.15 P.M. & exd per) T Braden Silcott - Clerk (Red by dps)

Exd B K & D C

For value received the Maryland Life Insurance Company of Baltimore hereby releases the within mortgage and the mortgage debt thereby secured. as witness the signature of the said company by its President and its corporate seal duly attested by its Secretary, hereunto set this thirty-first day of December in the year 1953.
Attest: Malliday B Houch, Secretary MARYLAND LIFE INSURANCE COMPANY OF BALTIMORE
(CORPORATE SEAL) By Donald E Carver, President

Red Mar 30, 1954 at 1:00 PM & exd per George L. Byerly clerk red by Jbm

50504 Frank B Shaffar et al) THIS DEED Made this 13th day of April in the year one
deed to Stanley Guraieczka et al) thousand nine hundred and forty-eight by and between
US-55-SS-55-4 Frank B Shaffar and Bertha Shaffar his wife of Baltimore
and Frances Guraieczka
County in the State of Maryland of the first part and Stanley Guraieczka/of the County and
State aforesaid of the second part

WITNESSETH that in consideration of the sum of Five Dollars and other good and valuable considerations the receipt whereof is hereby acknowledged the said Frank B Shaffar and Bertha Shaffar his wife do grant and convey unto the said Stanley Guraieczka and Frances Guraieczka his wife as tenants by the entireties their assigns the survivor of them and the heirs and assigns of the survivor forever in fee simple all that piece or parcel of ground situate lying and being in Baltimore County aforesaid and described as follows that is to say

ALL that lot of ground lying and being in Baltimore County State aforesaid on Bear Creek and being known and designated as Lot No 72 on the Plat of Battle Grove said plat being recorded among the Land Records of Baltimore County in Plat Book W P C No 5 folio 75

BEING the same lot of ground as described in a deed dated February 28 1940 and recorded among the Land Records of Baltimore County in Liber C W B Jr No 1153 folio 14 was granted and conveyed by Miller-Nelson Inc to the within named Grantors

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 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 Stanley Guraieczka and Frances Guraieczka his wife as tenants by the entireties their assigns the survivor of them and the heirs and assigns of the survivor forever in fee simple

SUBJECT to the conditions and restrictions as set forth in a deed dated February 28 1940 and recorded among the Land Records of Baltimore County in Liber C W B Jr No 1153 folio 14

DEL. PER TICKET JUN 16 1948

DEER 4746 PAGE 555

in the year nineteen hundred and SIXTY-SEVEN, by and between

10.38 MSC

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

TO HAVE AND TO HOLD the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed; unto and to the proper use and benefit of the said parties of the second part, as tenants by the entireties, their assigns and unto the survivor of them his or her heirs and assigns, in fee simple.

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

WITNESS the hand and seal of said grantor

TEST.

Thomas R. H. Carr } James T. Cox (SEAL)
 THOMAS R. H. CARR } JAMES T. COX (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 7TH day of April, 1967, before me, a Notary Public of said State, personally appeared JAMES T. COX known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and who acknowledged that he executed the same for the purpose therein contained; ~~and who acknowledged that he executed the same for the purpose therein contained, and who acknowledged that he executed the same for the purpose therein contained.~~
Notary Public.
[Signature]

AS WITNESS my hand and Notarial Seal.

My commission expires June 1967

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

Rec'd for record . APR 25 1967

Per Orville T. Gaspell, Clerk

Mail to **WILLIAM & CALWELL**

Receipt No. 114019 \$ 5.25

This Deed, Made this 21st day of December

in the year one thousand nine hundred and sixty-six, by and between JAMES T. COX,
single

of Baltimore County, in the State of Maryland; of the first part, and
HERBERT L. BENT and EMEL M. BENT, his wife, of Baltimore County, in the State of
Maryland
of the second part.

Witnesseth, that in consideration of the sum of FIVE DOLLARS (\$5.00) and other good and
valuable considerations, the receipt whereof is hereby acknowledged
the said JAMES T. COX, single

do hereby grant and convey unto the said HERBERT L. BENT and EMEL M. BENT, his wife, as
tenants by the entireties, their assigns and unto the survivor of them, his or her

heirs and assigns, in fee simple, all that lot or parcel of ground, situate, lying and being in
Baltimore County, State of Maryland, aforesaid, and described as follows, that is to say:—
According to survey by Robert C. Smith, Esq., Surveyor, dated July 15, 1941

Beginning for the same at a pipe set at the end of the second line of the land
described in the Deed from Marie L. Greimur to James H. Cox and wife, dated March 2, 1942
and recorded among the Land Records of Baltimore County in Liber C.H.S. No. 1218 folio
156 etc., thence running and binding on the third line of said Deed North 45 degrees 16
minutes West 177.9 feet; thence running and binding on a part of the fourth line North
44 degrees 50 minutes East 337.05 feet to a pipe now set; thence running for a line of
division South 48 degrees 10 minutes East 177.3 feet to a pipe now set and to intersect
the above mentioned second line; thence running and binding on a part of said second
line South 41 degrees 50 minutes West 405.9 feet to the point of beginning. Containing
1.42 acres more or less and being a part of the land conveyed in the Deed mentioned
above. Situate for the rear of 540 A Rolling Road.

BEING PART of the same lot of ground which by Deed dated July 15, 1941 and recorded among
the Land Records of Baltimore County, in Liber C.H.S. No. 3863 folio 370 was granted and
conveyed by JAMES A. COX and EMEL H. COX, his wife, to JAMES T. COX, single, the within
Grantor.



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

MURPHY L. BENT and ETHEL M. BENT, his wife, as tenants by the entirety, their heirs and assigns, the survivor of them, his or her

heirs and assigns, in fee simple

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

Witness the hand and seal of said grantor

TEST:

JOHN C. RYAN

JAMES T. COX

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 21st day of December in the year one thousand nine hundred and sixty-six before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared JAMES T. COX, single

the above named grantor, and he acknowledged the foregoing Deed to be his act

As Witness, my hand and Notarial Seal:



JOHN C. RYAN

Notary Public

Rec'd for record DEC 23 1966 at 1:14 M

Filed by P. Gossell, Clerk

SECURITY GUARANTEE CO.

Receipt No. 4251

From
MARK B BOHANAN
AKA MARK B MCDANIEL

To
MELLON BANK (MD)

Recorder mail to
MELLON BANK N.A.
P.O. BOX 149
PITTSBURGH, PA 15230-0149

099999999
0670 00155

EXHIBIT A
State of Maryland, County of Baltimore,

BEGINNING for the same at a point in the center of Rolling Road at the distance of 731 feet Southeasterly from the center of New Burg Avenue, and running thence along the Center line of Rolling Road South 42 degrees 3 minutes East 177.3 feet to a point, and thence running parallel with New Burg Avenue South 48 degrees West 743.9 feet to a point in the outline of the tract of land of S.P. Harwood, and running thence along the outline of the tract and by said Harwoods land and North 37 degrees 35 minutes West 177.9 feet to a point in the corner of three acres of land recently conveyed to James McCurley, and thence running and binding on McCurley's land North 48 degrees East 730.1 feet to the place of beginning. Containing 3 acres of land more or less. Being known as No. 540 S. Rolling Road.

SAVING AND EXCEPTING those portions of the above described real property more particularly described in three deeds dated September 2, 1964, December 21, 1966 and April 5, 1967, respectively, and recorded among the Land Records of Baltimore County in Liber 4354, folio 341, Liber 4708, folio 578 and Liber 4746, folio 555, respectively.

This is the principal residence of Mark McDaniel who reside at 540 S Rolling Rd, Catonsville, MD 21228. They are the principal mortgagors of the mortgage at liber 10484 and folio 387 which is being refinanced in the sum of \$30,000.00. The unpaid balance being \$9,649.94 and the difference is \$20,350.06.

052595 08:59

LIBER 4354 - PAGE 343

thousand, nine hundred and sixty-four, between
ROBERT J. McDANIEL and MARIE ROSE McDANIEL, his wife

of Baltimore County, in the State of Maryland, Mortgagor, and the

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of FIFTEEN THOUSAND and 00/100 (\$15,000.00) Dollars,

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with Six (6%) per cent per annum for the period interest thereon from the date hereof at the rate of/of construction not to exceed 5 months and days and thereafter at the rate of 5 3/4% per cent per annum in the manner following:

By the payment of Eighty eight and 68/100 (\$88.68) Dollars,
commencing on the first day of October, 1964, and continuing on the first day of each

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

NOW, THEREFOR, THIS MORTGAGE WITNESSETH; that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all.....that.....lot(s) of ground situate and lying in.....
Baltimore County.....in said State, and described as follows:

BEGINNING for the same at a pipe set on the southwest edge of the right of way of Rolling Road, as now widened and located, where the fourth line of the deed from Mamie E. Greinus to James B. Cox and wife, dated March 2, 1942 and recorded among the Land Records of Baltimore County in Liber CHK 1218 folio 152, etc., intersects said right of way, thence running in a reverse direction and binding on a part of said fourth line South 41 degrees 50 minutes west 271.50 feet thence running for a line of division south 48 degrees 10 minutes east 120.00 feet to a pipe now set, thence running north 41 degrees 50 minutes east 81.00 feet to a pipe now set, thence running north 48 degrees 10 minutes west 110.00 feet to the center of a twenty foot right of way; thence running along the center of said 20 foot right of way, with the use thereof in common with others entitled thereto, north 41 degrees 50 minutes east 190.5 feet to the southwest edge of the right of way of Rolling Road; thence running and binding on the southwest side of Rolling Road north 48 degrees 09 minutes west 10.00 feet to the point of beginning. Containing 0.21 of an acre more or less and being a part of the land conveyed in the deed mentioned above. The improvements thereon to be known as 538 S. Rolling Road.

BEING the same lot of ground which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Baltimore County immediately prior hereto was granted and conveyed by James T. Cox unto the within named Mortgagors.



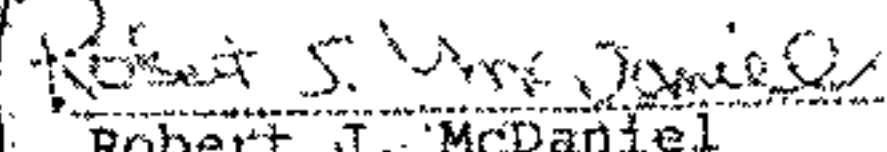
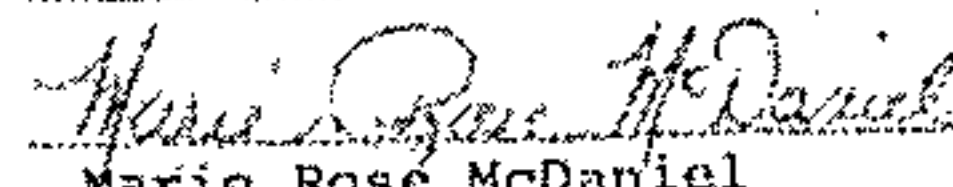
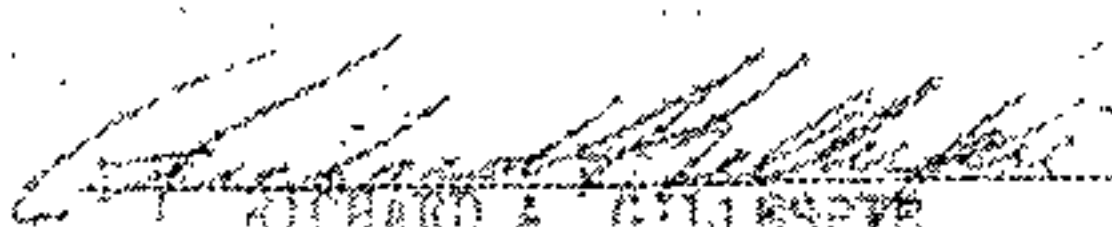
thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, provided that six month's advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment; (11) that it is agreed that the Mortgagee may, at any time during the mortgage term, and in its discretion, apply for and purchase mortgage guaranty insurance, and may apply for renewal of such mortgage guaranty insurance covering this mortgage, and pay premiums due by reason thereof, and require repayment by the Mortgagor of such amounts as are advanced by the Mortgagee, and the Mortgagor hereby agrees to pay for such premiums on the first day of each month, as part of the regular monthly payment, by payment of a sum equal to one-twelfth (1/12) of such annual mortgage guaranty insurance premium in accordance with the provisions of (1) of the foregoing covenants and conditions, and in the event such insurance is placed on a single premium plan, the Mortgagor hereby agrees to repay the Mortgagee for such amount so advanced by the Mortgagee for such single premium.

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or James D. Laudeman, Jr., its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland and the Maryland Rules of Procedure, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of \$125.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

WITNESS the hand(s) and seal(s) of the said Mortgagor(s).
WITNESS the corporate seal of the said Mortgagee and the signature of its Vice President x

WITNESS:  (SEAL)
Robert J. McDaniel
 (SEAL)
Marie Rose McDaniel
 (SEAL)
RICHARD A. GILLESPIE

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 2nd day of September, 1964, before me, a Notary Public of said State, personally appeared Robert J. McDaniel and Marie Rose McDaniel, his wife

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

~~and not as agent for the said corporation, and that the said corporation is not a party to this mortgage.~~
At the same time and also appeared Walter S. Calwell Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

 My commission expires May 3, 1965
Rec'd for record SEP 4 1964 at 9:41
Per Robert R. Gill, Clerk
Mail to CALAHAN & CALWELL
7-10-64

For Short Release see page 234

Also Considered
FEE SIMPLE DEED - Code - County of City

LIBER 4354 PAGE 341

This Deed, Made this 2nd day of September,

In the year nineteen hundred and sixty-four, by and between

JAMES T. COX, single

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

ROBERT J. McDANIEL and MARIE ROSE McDANIEL, his wife of Baltimore County,

State of Maryland

of the second part.

WITNESSETH that in consideration of the sum of Five (\$5.00) Dollars and other good and valuable considerations the receipt of which is hereby acknowledged

the said party of the first part

does grant and convey unto the said parties of the second part as tenants by the

entireties their assigns and unto the survivor of them, his or her heirs

and assigns, in fee simple, all that lot of ground

in Baltimore County, State aforesaid, and described as follows, that is to say:—

BEGINNING for the same at a pipe set on the Southwest edge of the right of way of Rolling Road, as now widened and located where the fourth line of the deed from Mamie E. Greinus to James B. Cox and wife, dated March 2, 1942 and recorded among the Land Records of Baltimore County in Liber C.B.K. No. 1218 folio 152 etc., intersects said right of way, thence running in a reverse direction and binding on a part of said fourth line South 41 degrees 50 minutes West 271.50 feet thence running for a line of division south 48 degrees 10 minutes east 120.00 feet to a pipe now set thence running north 41 degrees 50 minutes east 81.00 feet to a pipe now set; thence running north 48 degrees 10 minutes west 110.00 feet to the center of a twenty foot right of way; thence running along the center of said 20 foot right of way, with the use thereof in common with others entitled thereto, north 41 degrees 50 minutes east 190.5 feet to the Southwest edge of the right of way of Rolling Road; thence running and binding on the southwest side of Rolling Road north 48 degrees 09 minutes west 10.00 feet to the point of beginning. Containing 0.21 of an acre more or less and being a part of the land conveyed in the deed mentioned above. The improvements thereon to be known as 538 S. Rolling Road.

BEING a portion of the lot of ground which by Deed dated July 15, 1961 and recorded among the Land Records of Baltimore County in Liber W.J.R. 3886 folio 378 was granted and conveyed by James B. Cox and Pearl R. Cox his wife unto the within named Grantor.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland passed at the January Session of the General Assembly in the year 1955 or any supplement, amendment or addition thereto.

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years herein expressed, and to have and to hold the same unto the said Mortgagee, its successors and assigns, forever, in fee simple.

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

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

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the covenants or conditions hereof for thirty days; (9) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date



James E. Cox
Notary Public
Baltimore County, Md.

James E. Cox
Notary Public
Baltimore County, Md.

THIS DEED, Made this 15 day of July, in the year one thousand nine hundred and sixty-one, by and between James E. Cox and Pearl R. Cox, his wife, of Baltimore County, in the State of Maryland, parties of the first part, and James E. Cox, of Baltimore County, in the State of Maryland, party of the second part.

WITNESSETH, that in consideration of the sum of Five Dollars (\$5.00), and other and valuable considerations, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, his heirs and assigns, 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 at a point in the center of Rolling Road at the distance of 731 feet Southeastly from the center of New Burg Avenue, and running thence along the center line of Rolling Road South 42 degrees 3 minutes East 177.3 feet to a point, and thence running parallel with New Burg Avenue South 46 degrees West 743.9 feet to a point in the outline of the tract of land of S. S. Harwood, and running thence along the outline of the tract and by said Harwood's land North 67 degrees 35 minutes West 177.9 feet to a point in the corner of three acres of land recently conveyed to James McCurley, and thence running and being on McCurley's land North 48 degrees East 730.1 feet to the place of beginning, containing 3 acres of land more or less, being known as No. 540 S. Rolling Road.

BEING the same lot of ground, the leasehold title to which was acquired by the Grantors herein from Little, Inc. by Assignment dated March 2, 1942, and recorded among the Land Records of Baltimore County in Liber C.H.R. No. 1219, folio 156, subject to an annual ground rent of \$120.00, payable semi-annually on the second days of March and September, in each and every year.

BEING also the same lot of ground, the reversionary interest in which was acquired by the Grantors herein from Anna E. Meehan, widow, and Elizabeth Ann Meehan, single, by Deed dated April 12, 1948, and recorded among the Land Records of Baltimore County in Liber C.H.R. No. 1852, folio 267, whereby the said annual ground rent of \$120.00 was merged and forever extinguished.

TOGETHER with the buildings and improvements thereupon, and the rights, claims, ways, waters, privileges, easements and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the said lot of ground and premises unto and to the use of the said party of the second part, his heirs and assigns, in fee simple.

AND the said Grantors hereby covenant that they have not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby

granted, that they will warrant specially the property hereby granted and con-
veyed, and they will execute such further assurances of said land as may be re-
quired to

WITNESS, the hands and seals of the within named Grantors.

WITNESS, James B. Cox (SEAL)
JAMES B. COX
WITNESS, Thomas P. Fox
THOMAS P. FOX
WITNESS, Pearl R. Cox (SEAL)
PEARL R. COX

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 15 day of July, in the year one thou-
sand nine hundred and sixty-one, before me, the subscriber, a Notary Public of the
State of Maryland, in and for Baltimore County, personally appeared James B. Cox
and Pearl R. Cox, his wife, the within named Grantors and they acknowledged the
aforesaid deed to be their respective act.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my notarial seal.

Thomas P. Fox
THOMAS P. FOX, Notary Public

RECEIVED TAX NOT FINISHED

RECEIVED
DIRECTOR OF FINANCE

John S. Schuchert
Authorized Signature

Rec'd for record JUL 20 1961 at 10:12 AM
For Mr. J. J. Reardon, Clerk
Wife to James B. Cox
Book No. 184-27 Page 303

Notarial
Seal

J. Leroy Hopkins
Notary Public

Recorded Dec 1st 1919 at 8²² m and E. H.
per William P. Cole clerk.

18573

Maryland Development & Contracting Co

Deed To

Walter Otto et al

John B. Kump, 237

Constitution Street

Baltimore Md

N.S.S.

\$1.50

This Deed, made this 29th day of November, in the year one thousand nine hundred and nineteen, by and between The Maryland Development and Contracting Company, a body corporate, of the State of Maryland, of the first part, and Walter Otto and Mamie E. Grimes, as joint tenants of the City of Baltimore, State of Maryland, of the second part.

It witnesseth that in consideration of the sum of five dollars and other good and valuable considerations the said The Maryland Development and Contracting Company doth grant and convey unto Walter Otto and Mamie E. Grimes as joint tenants, and unto the survivor of them, their assigns, and the survivors heirs and assigns, in fee simple, all that lot of ground, situate in or near Catonsville, in Baltimore County, in said State of Maryland, and described as follows, that is to say:

Beginning for the same at a point in the center of the Rolling Road at the distance of seven hundred and thirty and one half feet, south easterly from the center of New Burg Avenue, and thence running along the center line of the Rolling Road, south forty two degrees and three minutes, east one hundred and seventy seven and three tenths feet to a point, and thence running parallel with New Burg Avenue south forty eight degrees west seven hundred and forty three and nine tenths feet to a point in the outline of the tract of land of S. P. Harwood, and running thence along the outline of the tract and by said Harwood's land north thirty seven degrees and thirty five minutes west one hundred and seventy seven and nine tenths feet to a point in the corner of three acres of land recently conveyed to James M. Curley, and thence running and bounding on M. Curley's land north

forty eight degrees east seven hundred and thirty and one tenth feet to the point of beginning. Containing and laid out for three acres of land be the same more or less.

Being part of the same tract of land that was conveyed by Sophia M. Henry Stewart to the The Maryland Development and Contracting Company by deed dated December 11, 1917, and recorded among the Land Records of Baltimore County, in Liber H.P.C. No. 4487, folio 52.

Together with the buildings and improvements there upon erected, made or being and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or in anywise appertaining.

To have and to hold the said tract of land and premises, above described and mentioned, and here by 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 Walter Otto and Marie E. Germs as joint tenants, and unto the survivors of them, their assigns, and the survivors heirs and assigns, in fee simple. And the said The Maryland Development and Contracting Company hereby covenants that it will warrant specially the property hereby granted and conveyed; and that it will execute such further assurances of said tract as may be requisite. In witness whereof the corporate seal of the said The Maryland Development and Contracting Company, and the signature of August H. Schnieffe, its president.

Witness my hand

William Lavitt

Corporate
Seal

The Maryland Development and
Contracting Company
By August H. Schnieffe
President

State of Maryland, City of Baltimore to wit

I hereby certify that on this 29th day of November, 1919 before me the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared August H. Schnieffe, the President of the Maryland Development and Contracting Company, the within signed body corporate granted, and he acknowledged the foregoing Deed to be the act and deed of the said The Maryland Development and

DR 16

101A2

DR 2

1ED

DR 3.5

101A3

SW 4-F

PDR 20102

PDR 20103

PDR 20104

PDR

CAMPUS

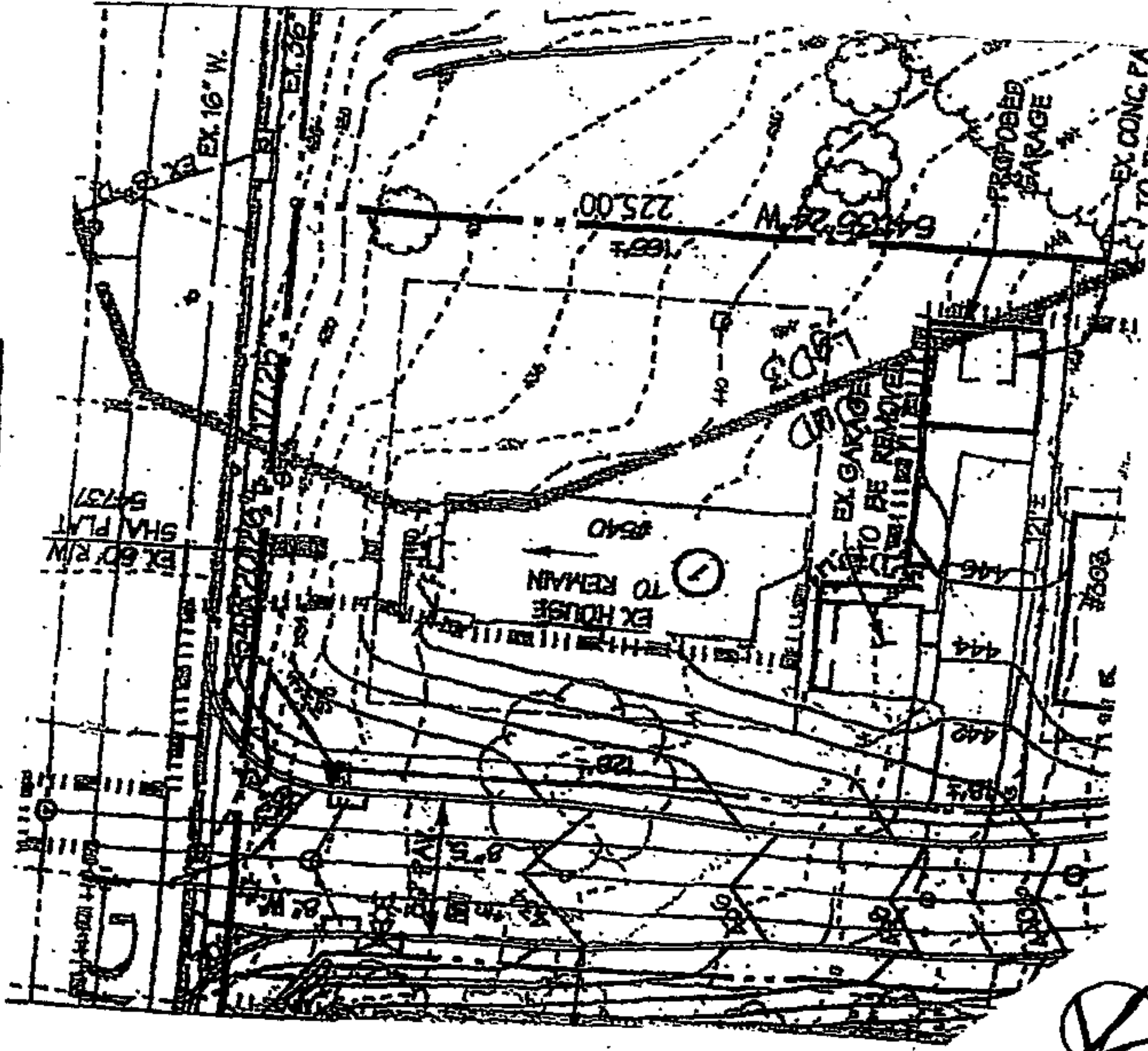
PLAT TO ACCOMPANY PETITION FOR ZONING ☐ VARIANCE ☒ SPECIAL HEARING

PROPERTY ADDRESS 540 S. ROLLING RD. SEE PAGES 8 & 9 OF THE CHECKLIST FOR ADDITIONAL REQUIRED INFORMATION

SUBDIVISION NAME MILL CREEK RESERVE 301 RESERVE CT

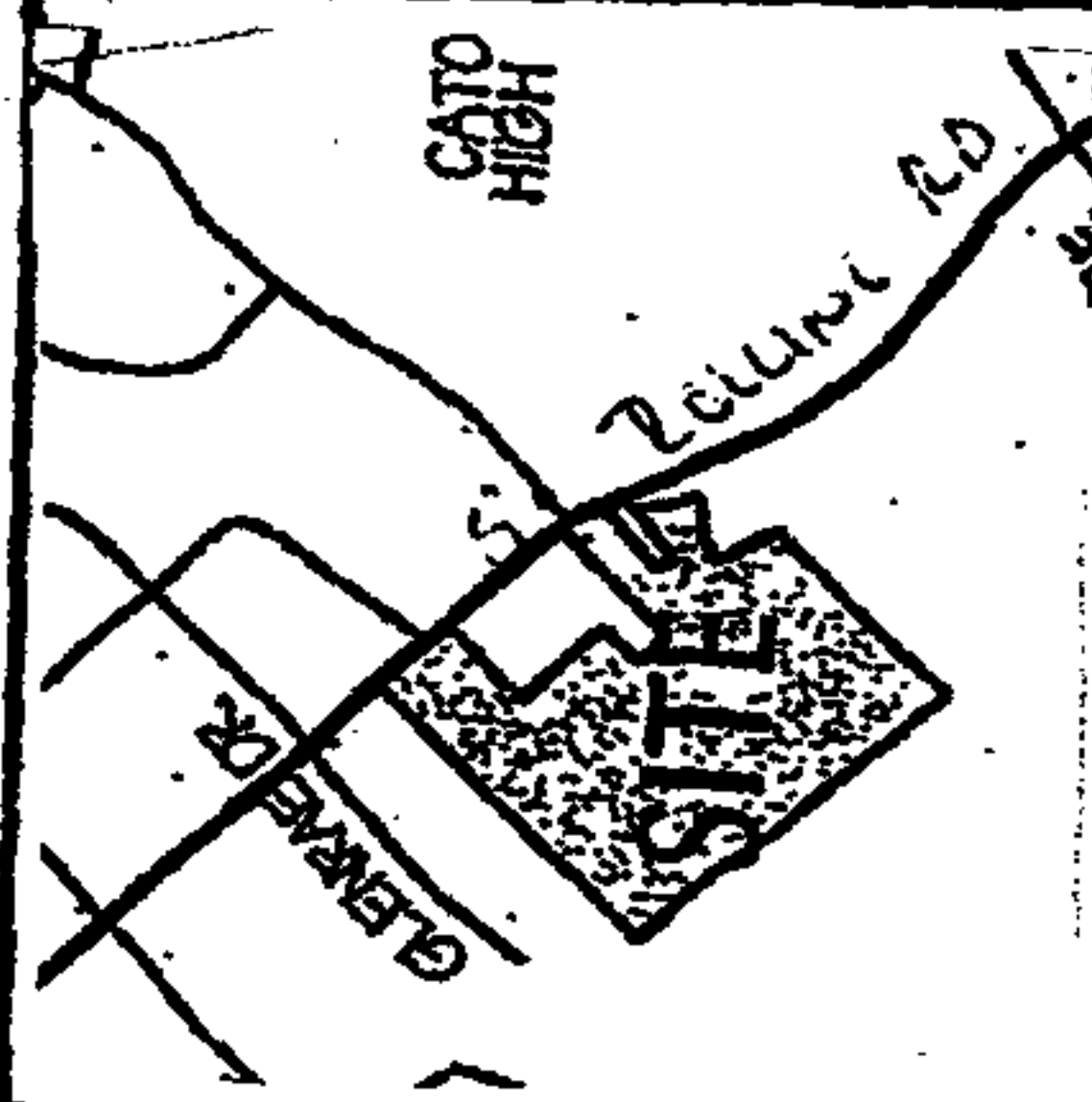
PLAT BOOK # FOLIO # 109 LOT # 1 SECTION #

OWNER TRIMITY TRECKING SR.



PREPARED BY DMW

SCALE OF DRAWING: 1" = 50'



VICINITY MAP
SCALE: 1" = 1000'

LOCATION INFORMATION	
ELECTION DISTRICT	<u>1ST</u>
COUNCILMANIC DISTRICT	<u>1ST</u>
1" = 200' SCALE MAP #	<u>101A3</u>
ZONING	<u>DR2</u>
LOT SIZE	<u>0.458</u> ACRES
SEWER	PUBLIC ☒ PRIVATE ☐
WATER	PUBLIC ☒ PRIVATE ☐
CHESAPEAKE BAY CRITICAL AREA	YES ☐ NO ☒
100 YEAR FLOOD PLAIN	YES ☐ NO ☒
HISTORIC PROPERTY / BUILDING	YES ☐ NO ☒
PRIOR ZONING HEARING	YES ☐ NO ☒

ZONING OFFICE USE ONLY	
REVIEWED BY	ITEM #
CASE #	

PLAT TO ACCOMPANY PETITION FOR ZONING ☐ VARIANCE ☒ SPECIAL HEARING

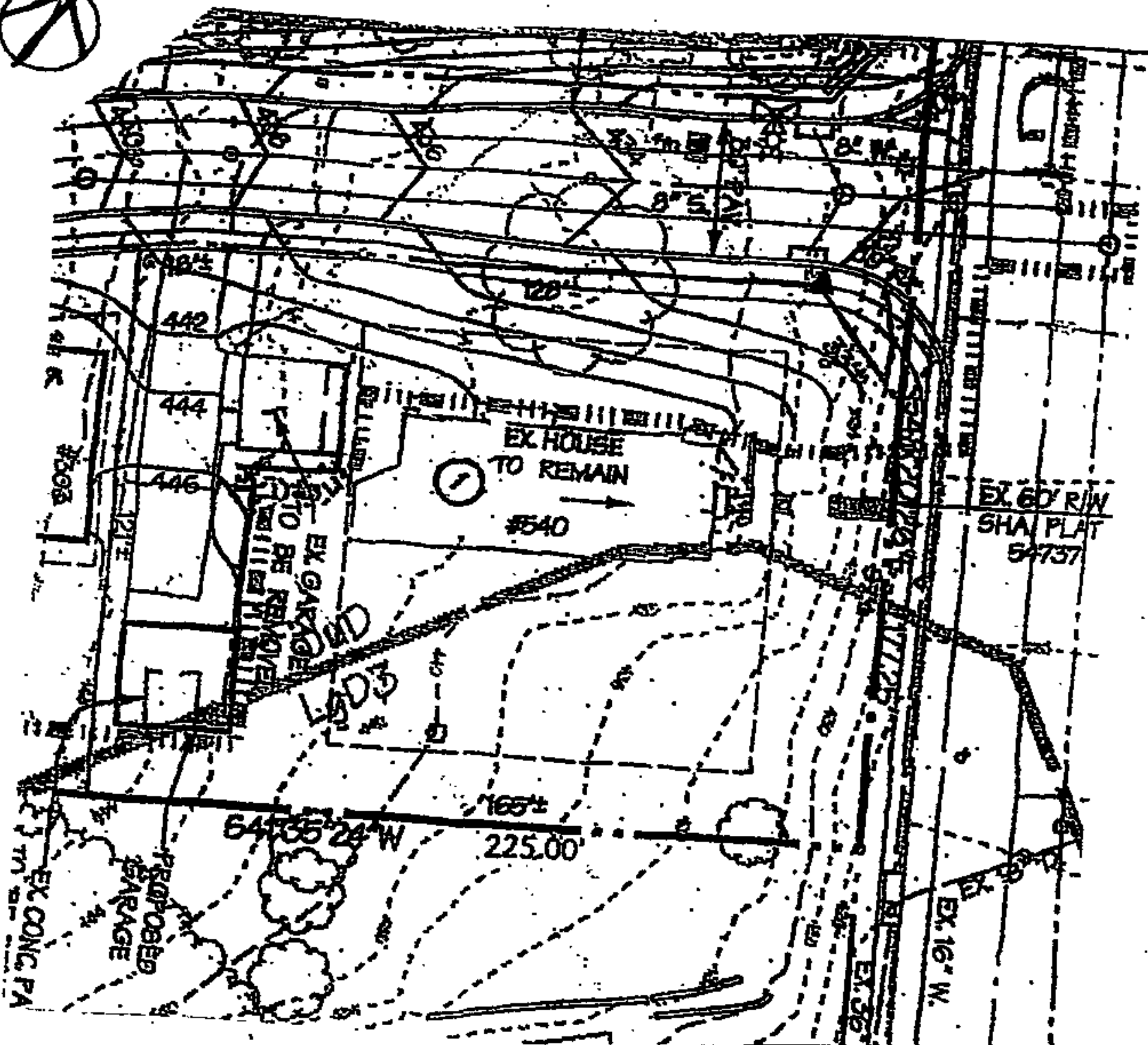
PROPERTY ADDRESS 540 S. Ralston Rd.

SUBDIVISION NAME MILCEAST RESERVE

PLAT BOOK # 109 LOT # 1 SECTION # 301

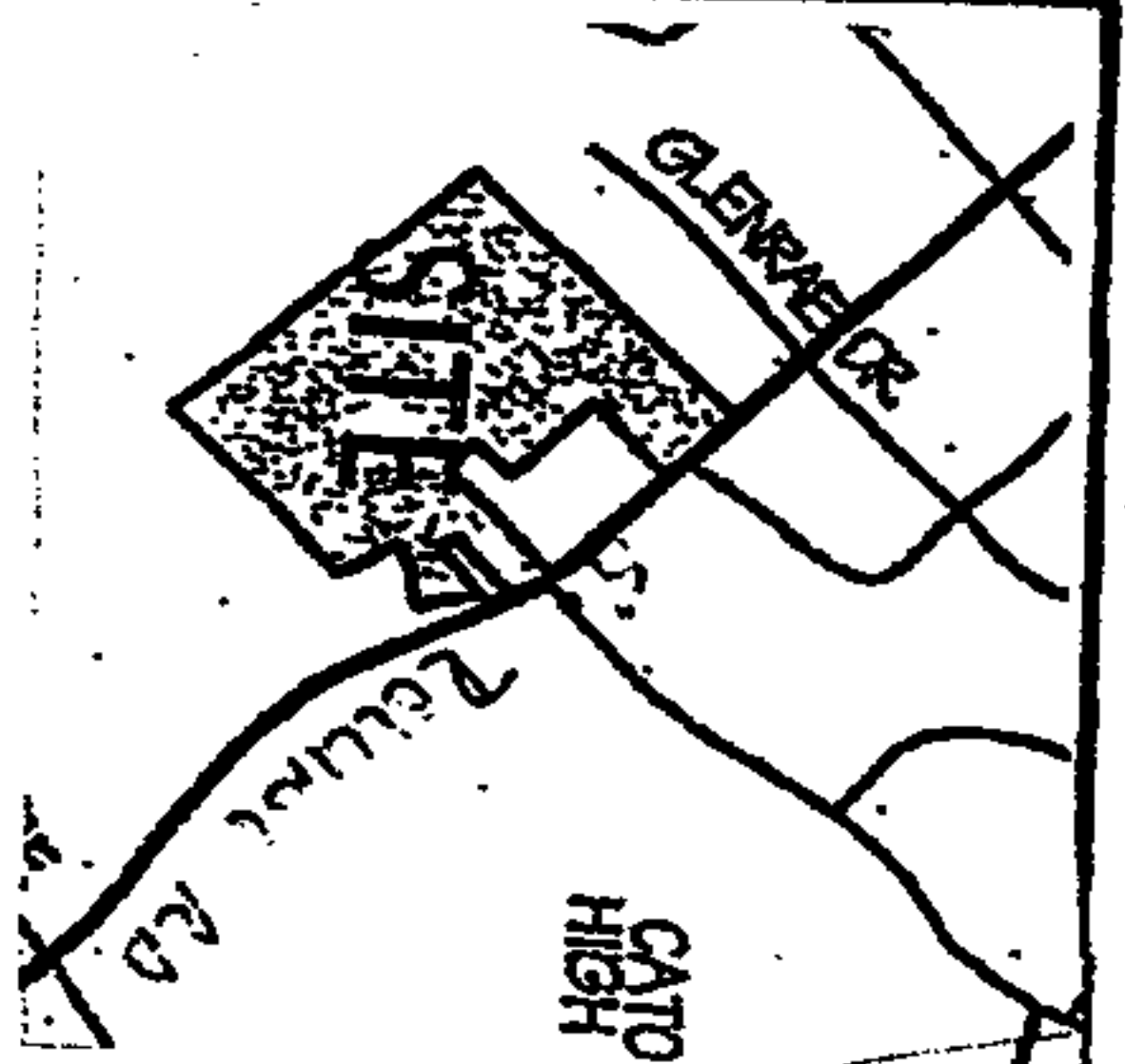
OWNER THOMAS T. LEECKING SR.

SEE PAGES 8 & 9 OF THE CHECKLIST FOR ADDITIONAL REQUIRED INFORMATION



PREPARED BY DMM

SCALE OF DRAWING: 1" = 50'



VICINITY MAP
SCALE: 1" = 1000'

LOCATION INFORMATION

ELECTION DISTRICT 1ST

COUNCILMANIC DISTRICT 1ST

1" = 200' SCALE MAP # 101A3

ZONING DR2

LOT SIZE 0.453

ACREAGE

SQUARE FEET

SEWER ☒ PUBLIC ☐ PRIVATE

WATER ☒

CHESAPEAKE BAY CRITICAL AREA ☐ YES ☒ NO

100 YEAR FLOOD PLAIN ☐ YES ☒ NO

HISTORIC PROPERTY/BUILDING ☐ YES ☒ NO

PRIOR ZONING HEARING ☒

ZONING OFFICE USE ONLY
REVIEWED BY ITEM # CASE #