

PURCHASE MONEY

**This Mortgage**, Made this 30th day of December,

in the year nineteen hundred and eighty-eight, by and between  
KAREN H. ABRAMS and JULIAN J. IZYDORE,

Mortgagor(s) of the County of St. Mary's, in the State of Maryland, of the first part, and  
PETER A. GRIFFIN, Mortgagee(s), of the second part:

WHEREAS, the said Mortgagors are justly indebted unto the said Mortgagee, his heirs, personal representatives and assigns, in the full and just sum of One Hundred Twenty-Two Thousand and no/100 Dollars (\$122,000.00), with interest from date thereon at the rate of Ten percent (10%) per annum, said principal and interest being payable in monthly installments of One Thousand One Hundred Seventy-Seven and 33/100 Dollars (\$1,177.33), which includes interest, commencing thirty (30) days from the date hereof, and to continue each and every month thereafter until said principal and interest is paid in full or on December 30th, 2008, whichever occurs first, with the privilege to the said Mortgagors of prepayment, in full or in part, at any time, without penalty or premium.

AND WHEREAS, the said Mortgagors have given to the said Mortgagee their promissory note of even date herewith drawn to his order for said principal and interest and payable in the manner hereinbefore set forth, to better secure the payment of the same as the monthly installments of principal and interest severally become due and payable, these presents are executed.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, the said KAREN H. ABRAMS and JULIAN J. IZYDORE,

do hereby grant and convey unto PETER A. GRIFFIN, his heirs, personal representatives and assigns, forever,

in fee simple, all that lot or parcel of ground situated, lying and being in the Third Election District of St. Mary's County, Maryland, and more particularly described as follows, that is to say:

SEE SCHEDULE A, DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

AND BEING all and the same land which was conveyed to the within Mortgagors by Deed of even date herewith from Mary M. Griffin and intended to be recorded among the Land Records of St. Mary's County, Maryland immediately prior to these presents.

3:07PM 12/30/88 MORTGGE \$19.00

SCHEDULE A, DESCRIPTION

BEGINNING for the same at a point on the north side of Fenwick Street in the Village of Leonardtown, said point being a boundary between the lot hereby conveyed and the property now or formerly occupied by Dr. Francis F. Greenwell, thence in a northerly direction following the division line between the property hereby conveyed and the property of Dr. Francis F. Greenwell, a distance of thirty-eight (38) feet eight (8) inches to the southern boundary line of the property of Dr. Francis F. Greenwell, thence following said boundary line a distance of one hundred and twenty-five (125) feet eight (8) inches to the stable of Dr. Francis F. Greenwell, thence in a southerly direction, binding on the east side of said land, a distance of thirty-eight (38) feet eight (8) inches to Fenwick Street, thence along the north side of Fenwick Street to the place of beginning, containing by estimation one-ninth of an acre of land, more or less.

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 aforesaid parcel(s) of ground and premises unto and to the proper use and benefit of the said Mortgagee(s), his, her, its or their successors, heirs and assigns, forever.

Provided, that if the said Mortgagor(s), his, her, its or their successors, personal representatives or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of

One Hundred Twenty-Two Thousand and no/100 (\$122,000.00) ----- dollars,

and all the installments of interest thereon, when and as each of them shall respectively be due, and payable as aforesaid, and shall perform each and all of the covenants hereon on his, her, its or their part to be performed, then this Mortgage shall be void. Provided, further, that in the event of a default in any installment of principal or interest, or in the event of a breach of any covenant or condition of this Mortgage, then and in any of the foregoing events the entire mortgage debt and all interest thereon shall immediately become due and payable.

And the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee(s), his, her, its or their successors, personal representatives, or assigns, or F. Michael Harris, the duly authorized Attorney or Agent of the said Mortgagee(s), his, her, its or their successors, personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. 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 68 of the Public General Laws of Maryland, 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 such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of Fifty 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(s), his, her, its or their successors, personal representatives or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagor(s), his, her, its or their successors, heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor(s) for himself, herself, itself, themselves, their successors, heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagor(s) for himself, herself, itself, themselves, their successors, heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee(s), his, her, its or their successors, personal representatives or assigns, or F. Michael Harris, Esquire,

their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

BOOK 479 PAGE 263

And it is agreed that, until default be made in the premises, the said Mortgagor(s), his, her, its or their successors, personal representatives or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments which the said Mortgagor(s) covenant(s) to pay when legally payable.

And the said Mortgagor(s) further covenant(s) to insure, and pending the existence of this Mortgage to keep insured in a Company satisfactory to the Mortgagee(s) the improvements on the hereby mortgaged property to the amount of at least sufficient to protect the interest(s) of the Mortgagee(s), his heirs, personal representatives and assigns,

and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee(s), his, her, its or their successors, personal representatives or assigns, to the extent of the lien or claim hereunder, and, upon neglect or default to so insure and keep insured the said property, or to pay the said taxes and assessments, the said Mortgagee(s), his, her, its or their successors, personal representatives and assigns, may at his, her, its or their option have the said property insured and pay the said taxes and assessments, and the expense thereof shall be a charge hereby secured and bear interest at the rate of Ten per centum (10 %) per annum from the time of such payment.

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

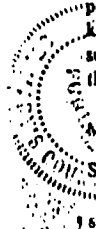
TEST:

Claire A. DeLozier  
AS TO BOTH

Karen H. Abrams (SEAL)  
KAREN H. ABRAMS  
Julian J. Lydore (SEAL)  
JULIAN J. LYDORE  
\_\_\_\_\_ (SEAL)

State of Maryland, St. Mary's County, ss:  
I Hereby Certify, That on this 30th day of December, 1988, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Karen H. Abrams and Julian J. Lydore, known to me or satisfactorily proven to be the person(s) whose name(s) are subscribed to the within instrument and acknowledge that they executed the same for the purposes therein contained.

AS WITNESS: my hand and notarial seal.  
My Commission expires: 7/1/90  
Claire A. DeLozier  
Notary Public



STATE OF MARYLAND, St. Mary's County ss:  
I Hereby Certify, That on this 30th day of December, 1988, before me, the subscriber, a Notary Public of the State of Maryland and for the County aforesaid, personally appeared Peter A. Griffin, the agent of the party secured by the foregoing Mortgage, and made oath in due form of law that the consideration recited in said Mortgage is true and bona fide as therein set forth and that the actual sum of money advanced at the closing transaction was disbursed by the party or parties secured to the Mortgagor 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 Mortgagor of this Mortgage; ~~and that~~ 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: 7/1/90  
Claire A. DeLozier  
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.

Karen H. Abrams  
Attorney

FOR VALUE RECEIVED, the undersigned hereby releases the within and foregoing mortgage.  
WITNESS the hand(s) and seal(s) of the said Mortgagee(s) this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
(SEAL)  
(SEAL)

Rtn do KHA

MARY R. BELL, CLERK

DEC 30 1988

MRB Liber 290 to 293

Not Used

MRB Liber 290 to 293  
Not Used

MRB Liber 290 to 293

Not Used

MRB Liber 290 to 293

Not Used