



KELLY MADIGAN  
*Inspector General*

STEVE QUISENBERRY  
*Deputy Inspector General*

## Office of the Inspector General

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November 12, 2021

Stacy L. Rodgers  
County Administrative Officer  
400 Washington Avenue  
Towson, Maryland 21204

Julian Jones, Chair  
Baltimore County Council  
400 Washington Avenue  
Towson, Maryland 21204

Re: OIG External Report 22-005

The mission of the Office of the Inspector General (“the Office”) is to provide increased accountability and oversight in the operations of the Baltimore County government (“the County”) by identifying fraud, abuse, and illegal acts, while also striving to find ways to promote efficiency, accountability, and integrity.

During approximately the last month, the Office has received a number of complaints that a member of County Council (“the Councilmember”) moved their primary residence to an address outside of their councilmanic district and therefore, the Councilmember could no longer lawfully represent their district. In response to the complaint, the Office initiated an investigation into this allegation. The investigation consisted of interviews, to include an interview of the Councilmember, and a review of various public source documents, including Maryland land records, voter registration information, and the Baltimore County Charter.

### I. County Council Residency Requirements

The Baltimore County Charter (“the Charter”), approved by voters of Baltimore County on November 6, 1956 and adopted in early 1957, serves as the constitution for the County. Within the Charter, minimum qualifications are established for County Council members. One of those minimum requirements is that the member shall “at the time of his election and for two years prior thereto and during his full term of office, reside in a different one of the seven councilmanic districts.” *See Baltimore County Charter Article II Section 201(a) Residence Requirement.* The

Charter further states “If any member of the county council during his term of office shall move his residence from the councilmanic district in which he resided at the time of his election, his office shall be forthwith vacated.” See *Baltimore County Charter Article II Section 202(c) Change of Residence*. A copy of the relevant sections of the Charter are attached as **Exhibit 1**.

When the Charter was being drafted, records were preserved to document the evolution of the various sections of the Charter. These records are known as Reporter’s Notes to the Proposed Home Rule Charter of Baltimore County (“the Reporter’s Notes”). The Reporter’s Notes serve as “contemporaneous comment” on the drafting of the Charter in that they were derived from the official records that were maintained by the Charter Board during the relevant time period. Pages 83 and 84 of the Reporter’s Notes, attached as **Exhibit 2**, cover Section 202 of the Charter. The relevant portion concerning “Change of Residence” is on page 84 and states, “The manifest object of this provision is to insure [sic] continuous representation in the county council of each of the seven councilmanic districts.”

In 2015, the County Council passed legislation to amend the Charter by creating a Charter Review Commission (“the Commission”). In 2016, the voters of Baltimore County ratified the Council’s decision. Between February and October 2017, the Commission, consisting of eleven members, held meetings during which it reviewed the Charter in detail to identify language it believed needed updating or clarification. On November 6, 2017, the Commission issued its findings in a report to the County Council.

A review of the meeting minutes of the Commission showed that Article II of the Charter, which sets forth the County Council composition and qualifications, was addressed during the March 1, 2017 meeting. A copy of the minutes for the March 1, 2017 meeting are attached as **Exhibit 3**. As can be seen from a review of the attached minutes, there is no mention of updating or clarifying the language in the Charter under Section 202(c) Change of Residence.

## II. Information Substantiated by the Investigation

The complaints received by the Office all allege that on September 8, 2021, the Councilmember had purchased a residence in Baltimore County outside of their councilmanic district (“the Residence”). The complainants cited various publicly available records that supported their claims to include real estate transaction records from the Maryland State Department of Assessments and Taxation (SDAT), land records from the Maryland State Archives, and voter registration records from the Baltimore County Board of Elections.

Pursuant to the investigation, the Office was able to confirm the following information with regard to the complaints:

- According to the Baltimore County Council’s website, the Residence is located outside of the Councilmember’s district under the current councilmanic boundary lines.
- The SDAT online records showed that on September 8, 2021, which is during the Councilmember’s current term, the Councilmember and their spouse did purchase the

Residence for a specified amount of money. A copy of the SDAT report is attached as **Exhibit 4**.

- The Baltimore County Board of Elections' records showed that on September 8, 2021, the Councilmember's voter registration had been updated via an electronic notification (i.e. an ERIC Report) received from the Maryland State Board of Elections to reflect an address change from a property in the Councilmember's district to the Residence. A copy of the voter registration is attached as **Exhibit 5**.
- Land records from Maryland State Archives showed that on July 30, 2021,<sup>1</sup> the deed to the Residence was transferred to the Councilmember and their spouse. Attached to the deed was an Owner Occupancy Affidavit signed by the Councilmember and the other individual stating "the residence will be occupied by us." A copy of the deed transfer and the Affidavit are attached as **Exhibit 6**.
- Land records from Maryland State Archives also showed that on July 30, 2021, the Councilmember and their spouse signed a Purchase Money Deed of Trust for a mortgage on the Residence. On page 6 of the Purchase Money Deed of Trust, there is an "Occupancy" provision that states "Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control." A copy of the Purchase Money Deed of Trust is attached as **Exhibit 7**.

### III. Interview of the Councilmember

On November 4, 2021, the Office interviewed the Councilmember in the presence of the Councilmember's attorney and the Councilmember provided the following version of events as it relates to the Residence:

In May 2021, the Councilmember was at their County office in Towson for the adoption of the fiscal year 2022 budget. While in their office, the Councilmember had a brief conversation with the attorney to the County Council ("the Council Attorney") in the presence of two staffers. In that conversation, the Councilmember asked the Council Attorney if it would be permissible to purchase the Residence, likely referring to it as an "investment property," explaining it was located outside of the Councilmember's district. In response, the Council Attorney said the Charter allows a councilmember to move out of their district as long as the councilmember had been residing in their district for two years prior to running for office. The Council Attorney added that because

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<sup>1</sup> The discrepancy between the date reflected in the Maryland State Archives Land Records (July 30, 2021) and the SDAT records (September 8, 2021) is believed to be due to a delay from the time the property settled until it was recorded in SDAT.

the Councilmember met that requirement, it was not a problem to move out of their district.<sup>2</sup> To the Councilmember's knowledge, this oral advice was never memorialized by the Council Attorney.

At some point after the conversation with the Council Attorney referenced above, the Councilmember and their spouse submitted a contract on the Residence and it was accepted. In late July 2021, the Councilmember and their spouse settled on the Residence. At the time of settlement, it was the Councilmember's intention to vacate their rental property located in the Councilmember's district and to reside permanently at the Residence, which the Councilmember described as being only 0.04 miles outside of their district. The Councilmember was shown Exhibits 6 and 7 related to the settlement on the Residence. After reviewing the documents, the Councilmember confirmed the documents were signed by the Councilmember.

In August 2021, the Councilmember and their spouse moved into the Residence. For privacy reasons, the Councilmember did not tell anyone other than family members they were moving to the Residence. At no time did the Councilmember try to hide the move from the other members of the County Council or the public because they believed they were doing something inappropriate.

In August 2021 while discussing the move with a family member, the issue of the soundness of the Council Attorney's advice was raised by the family member. This led the Councilmember to review the Charter, at which time they learned the Council Attorney's advice had been inaccurate.

After reviewing the Charter, the Councilmember called the Council Attorney and brought the issue to the Council Attorney's attention. Specifically, the Councilmember directed the Council Attorney to the language in the Charter concerning Change of Residence, referenced earlier in this report as Article II Section 202(c) of the Charter. The Councilmember believed this phone conversation took place sometime in August 2021 prior to the Maryland Association of Counties event in Ocean City, Maryland.<sup>3</sup> In response, the Council Attorney apologized to the Councilmember for the mistake, but he did not give the Councilmember any advice as to how to correct the problem. To the Councilmember's knowledge, no one else was present with the Council Attorney at the time of this phone conversation.

While attending the Maryland Association of Counties event in August 2021, the Councilmember saw the Council Attorney at a reception. While at the reception, the Councilmember had a private conversation with the Council Attorney during which the Council Attorney's inaccurate advice about the Residence was again discussed. Similar to the phone conversation referenced above, the Council Attorney apologized for giving the Councilmember poor advice but did not give the Councilmember any direction as to how to rectify the residency issue.

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<sup>2</sup> An interview of the Council Attorney on October 22, 2021 confirmed the substance of this conversation.

<sup>3</sup> The Maryland Association of Counties event was held from August 18, 2021 to August 21, 2021.

Based on their review of the Charter and the above-referenced conversations with the Council Attorney, the Councilmember determined they needed to establish residency in their elected district. Therefore, at some point in September 2021, the Councilmember took up residency with a family member who was already living in a one-bedroom apartment in the Councilmember's elected district ("the Apartment"). The Councilmember explained the family member does not spend a lot of time at the Apartment due to work and personal commitments. Since that time, the Councilmember has considered the Apartment to be their primary residence. The Councilmember maintains personal belongings at the Apartment, possesses a key for access to the space, and sleeps there on average four nights a week. There is no assigned parking for the Apartment. Additionally, the Councilmember is responsible for half of the rent. When asked for specifics about the rent payments, the Councilmember explained they made a \$600 payment to the family member for this month's rent and a \$200 payment for last month's rent. The Councilmember also paid last month's Baltimore Gas and Electric bill. The payments were made by the Councilmember to the family member using a mobile payment application.

On October 18, 2021, the Councilmember signed an Amendment to Residential Lease Agreement ("the Agreement"), which added them as a resident or occupant of the Apartment. The Agreement was provided to the Councilmember by the leasing company. A copy of the Agreement is attached as **Exhibit 8**. The Councilmember explained they were prompted to formalize their arrangement at the Apartment because of the publicity that had come out in October 2021 about their change of residency.

The Councilmember never sought legal advice from the County Attorney prior to moving to the Residence. The Councilmember explained they did not seek such advice because they view the County Attorney as counsel to the Administration, while the Council Attorney works for the County Council. Additionally, at the time of the May 2021 conversation, the Councilmember had known the Council Attorney for several years and had a lot of respect for him and his judgment.

The Councilmember was aware the Council Attorney had been staff to the Commission, as referenced earlier in this report. The Councilmember was also aware that as staff to the Commission, the Council Attorney would have participated in the detailed review of the Charter in 2017, which would have included the residency requirements for County Council members.

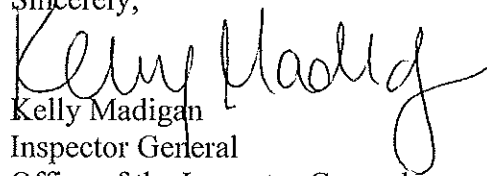
#### IV. Conclusion

Based on the investigation and the plain language of the Charter, it appears the Councilmember's move to the Residence constituted a violation of Article II, Section 202(c) of the Charter. However, because the Charter does not contain any enforcement provisions pertaining to technical or substantive violations of County Council residency requirements, an opinion on this matter should be issued by the Office of Law addressing the facts set forth in this report and the ramifications to the County Council. It is the Office's understanding the Office of Law is currently researching this issue. Further, the County Council should consider updating the Charter to include enforcement procedures, similar to other jurisdictions, to address violations of the Charter. For example, Anne Arundel County, Maryland has a provision in its Code (Section 209) that permits its county council to declare a council seat vacant with an affirmative vote of not less than five members under certain conditions. One of those conditions is failing to meet the

qualifications of the office, including residency requirements.

This matter is being referred to you for an official response. Please respond in writing by November 22, 2021, indicating what action has been taken or what action you intend to take regarding this matter. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

  
Kelly Madigan  
Inspector General  
Office of the Inspector General

cc: John A. Olszewski, Jr., County Executive  
James R. Benjamin, Jr., County Attorney  
The Councilmember

## Sec. 201. - Composition, mode of election, etc.

- (a) *Residence requirement.* There shall be a county council of Baltimore County composed of seven members, each one of whom shall, at the time of his election and for two years prior thereto and during his full term of office, reside in a different one of the seven councilmanic districts described in Section 206 of this Article.
- (b) *Mode of election.* All members of the county council shall be elected by the voters in the councilmanic district in which they reside, and they shall likewise be nominated as members of the General Assembly are or may be nominated under provisions of the laws of the State of Maryland.  
(Petitioned to referendum; approved by voters Nov., 1972)

*Annotation— Paragraph (b), as it existed before the referendum of 1972, was interpreted in Gray vs. Board of Supervisors of Elections, 243 Md. 657, 222 A.2d 176 (1966).*

*The procedure for selection of the initial council was upheld in Tyler v. Board of Supervisors of Elections, 213 Md. 37, 131 A.2d 247 (1957).*

## Sec. 202. - Qualifications.

- (a) *In General.* In addition to the requirements of residence as provided in Section 201(a) of this Article, the members of the county council shall possess the same qualifications for their office as are provided in the Constitution of the State of Maryland for the office of state senator.
- (b) *Other offices.* No person shall qualify or serve as a member of the county council while he holds any other office or employment for profit of or under the state or county, and no member of the county council, during his term of office, shall be eligible for appointment to any county office, position or employment carrying compensation except the office of county executive.

(Bill No. 78, 1978, § 1) (Approved by voters Nov. 7, 1978; effective Dec. 8, 1978)

- (c) *Change of residence.* If any member of the county council during his term of office shall move his residence from the councilmanic district in which he resided at the time of his election, his office shall be forthwith vacated; but no member of the county council shall be required to vacate his office by reason of any change in the boundary lines of his councilmanic district made during his term.

# Exhibit 1

provisions of Article XI A, Section 3 of the State Constitution, under which all references elsewhere in the Constitution and laws of the State to county commissioners are to be construed, in the case of a chartered county, to refer to the county council and the chief executive officer "whenever such construction would be reasonable". When these two sections are read together, it is at least arguable that by constitutional mandate county councilmen must be elected "on the general ticket".

Sections 2 and 3 of Article 25A of the State Code (commonly called the "Lindsay Law") also require the nomination of county councilmen in party primaries. The Court of Appeals upheld this provision in *Ames v. Supervisors of Elections*, 195 Md. 543, 74 A. 2d 29 (1950) and declared invalid a public local law of Montgomery County which would have provided for non-partisan elections.

The language of Section 201(a) in the tentative draft of the Charter was revised in two respects prior to release of the final draft. At the suggestion of a number of interested citizens, the period of residence of a councilman in his councilmanic district prior to his election was increased from one year to two years, and the last clause of the section was reworded slightly to make it absolutely clear that each councilman will have to reside in a different one of the seven councilmanic districts.

(b) *Mode of Election.* This section relates to the election of councilmen on the general ticket but subject to the residence requirement. The language is derived mainly from the provisions of Article 25A, Sections 2 and 3 of the State Code as amended by the Acts of 1955, Ch. 556. (See also in this connection the Notes to Section 201(a) above.) The proviso at the end of the section refers to the mode of election of the first county council, a subject discussed *infra* in the Notes to Section 1103 of Article XI.

**Section 202. Qualifications.**

(a) *In General.* This section requires the county councilmen to possess those qualifications of a Maryland State Senator which are set out in the State Constitution, Article



III, Sections 9-12, inclusive. These qualifications are the same as those for a member of the House of Delegates, except that the minimum age requirement is twenty-five years for a Senator (and, hence, a Councilman) rather than twenty-one for a Delegate. He must be a citizen of the State of Maryland who has resided therein for at least three years prior to the date of his election. He cannot be a member of Congress or hold any civil or military office under the United States government. If, after his election, he shall be elected to Congress or appointed to any civil or military office in the federal government, his acceptance thereof requires him to vacate his seat. Ministers, preachers and persons holding any civil office of profit or trust under the State, except justices of the peace, are disqualified from the office.

The constitutional requirement that a State Senator reside in the County which he represents for at least one year prior to his election is less restrictive than the provision of Section 201(a) of the Charter under which a councilman must reside in his particular councilmanic district for two years prior to his election.

The constitutional provisions above referred to do not prohibit a State Senator from holding other County office. A prohibition to this effect, applicable to councilmen, is contained in subsection (b), discussed hereinbelow.

(b) *Other Offices.* The provisions of this section are somewhat more restrictive than those now in force on the State level, because they even prevent a councilman from resigning his seat to accept an appointment to some other County office during the term for which he has been elected. These provisions are common in most modern charters.

(c) *Change of Residence.* The manifest object of this provision is to insure continuous representation in the county council of each of the seven councilmanic districts.

Section 203. *Term of Office.* Article XVII, Section 1 of the State Constitution, the "Fewer Elections Amendment", provides that "all county officers elected by qualified voters, shall hold office for terms of four years, and until their successors shall qualify". In *Benson v. Mellor*, 152 Md. 481,

# **Baltimore County Charter Review Commission**

## **Meeting Minutes March 1, 2017**

### I. Introduction

The second meeting of the 2017 Baltimore County Charter Review Commission was called to order by Chairman Theodore (“Ted”) Venetoulis at 7:00 PM in the Conference Room at the County Council Office. The Chairman made brief opening remarks and indicated that the Commission would be discussing Articles I through IV of the Baltimore County Charter this evening. Mr. Venetoulis reviewed the Minutes from the February 22, 2017 Organizational Meeting, but deferred adopting the Minutes until the next meeting scheduled for March 22, 2017. He also recognized a member of the press, Virginia Terhune, from the Dundalk Eagle, as well as several members of the public that were in attendance, which included Beth Miller with the Green Towson Alliance, Mike Pierce with North County Preservation, Inc., and John Alexander. Also in attendance was The Honorable A. Wade Kach, County Councilman from the Third District. The other Commission members in attendance consisted of the following:

Nedda I. Pray, Esq.  
Michael Paul Smith, Esq.  
Michael E. Field, Esq.  
Antonio (“Tony”) Campbell  
John V. Murphy, Esq.  
David H. Karceski, Esq.  
John Gontrum, Esq.  
Edward J. Gilliss, Esq.  
James R. Benjamin, Esq.  
William A. McComas, Esq.

### II. Baltimore County Charter Review

The Chair introduced Mr. Thomas J. Peddicord, Jr., Secretary and Legislative Counsel to the County Council, to begin the discussion of Articles I through IV of the Charter. In anticipation of the meeting, Mr. Peddicord prepared “briefing documents” for the Commission members. These briefing documents summarize the various Articles of the Charter to be discussed at each meeting, and also give some historical perspective and context to the Articles, such as where in the past changes had been proposed and

failed, and where changes had been approved. Mr. Peddicord then discussed the Articles.

Article I – Name and Rights of the County. This Article sets forth three sections that describe the basic structure of the County’s Charter form of government. Charter government is a form of local self-government authorized by Article XI-A of the Maryland Constitution. The Charter is a “local constitution” which is intended to establish the form and structure of government. It is not an instrument to exercise legislative or law-making power. The corporate name is “Baltimore County, Maryland,” and its boundaries and county seat shall remain as they are at the time of Charter adoption unless otherwise changed. This Article has not changed since the adoption of the Charter in 1956.

Article II – The County Council. Section 201(a) provides for a seven-member County Council each of whom, for two years prior to his election and during his full term of office, shall reside in a different one of seven districts. This subsection has not changed since 1956. Subsection (b) provides for election by the voters of the district in which a member resides. Prior to a change in 1972, members were elected “by the qualified voters of the entire County.” Section 202(b) states that a Councilmember may not hold that office and also hold an office or employment with the State or county. Bill 52-07 removed the prohibition on “State” employment, but this proposed change was rejected by the voters in 2008. There was discussion by the Commission members to consider again removing the prohibition on State employment, but no decision was reached. There was also discussion by Mr. Campbell and Mr. Murphy concerning the possible expansion of the Council from its present seven members to nine members, given the significant increase in population since the Charter was adopted. Other members gave opinions and the consensus did not advocate for a change citing cost, space, and staffing issues, although, again, no final decision was reached on this issue.

Article III – The Legislative Branch. Mr. Peddicord and Mr. Field indicated there may be some “clean up” items that the Commission staff can recommend which are non-substantive, and suggested putting all of those items in a draft Bill for consideration and approval by the Commission. Mr. Gontrum agreed with this approach. Section 308, which sets forth the Council’s legislative procedure, received the most attention during the meeting. Portions of subsections (a) and (e) deal with the publication of meeting notices, agendas, introductory bills, and enacted bills. Newspaper publication is required in most cases. There was general discussion whether it would be wise to consider requiring the Council to use whatever media it deems most suited to satisfy the public notice requirements of this section, including the use of electronic media, such as the Council website. There was also significant discussion concerning subsection (h) that a Bill not passed within 40 days fails, and whether 40 days is enough time for consideration of legislation. Ms. Pray suggested extending the time in order to allow for more vetting and work on the Bill where necessary. Currently, a Bill not passed within the 40 day time limit must be re-introduced under a new Bill number. It was pointed out that this was a subject considered by the Council several years ago, but legislation to extend the time to 70 days did not have the support of a majority of the

Councilmembers and was withdrawn by the sponsor. It was questioned by Mr. Smith and Mr. Campbell whether it was necessary to recommend extending the time to the Council when the same members already rejected the proposed change less than two years ago.

Concluding Article III, Mr. Venetoulis requested further discussion of two points – term limits and expanding the size of the Council. Mr. Smith indicated he believes the current size of the Council (7 members) is appropriate. Mr. Murphy indicated the population of the County has increased considerably since the Charter was adopted and over the years, it has become more difficult for Councilmembers to represent such bigger Districts, particularly as part time officials.

Article IV – Executive Branch. Mr. Peddicord indicated that this Article consists of six sections that deal primarily with the duties of the County Executive and County Administrative Officer. Section 402 sets forth the qualifications for the office of County Executive, the term of office, the process to fill a vacancy in the office or to deal with the temporary absence of the Executive, and a lengthy listing of the specific duties of the office. Subsection (c), dealing with the temporary absence of the County Executive, contains an authorization for the Council to designate a person as acting County Executive in certain limited cases. Subsection (d) lists a series of duties, in very general terms, some of which are further detailed in later Articles of the Charter, e.g. the formulation and presentation of the annual budget to the County Council is detailed in Article VII. Subsection (d)(9) was amended in 2002 to provide for the appointment of all Charter department and office heads by the County Executive with the approval/confirmation of the County Council. Section 403 sets forth the qualifications for the County Administrative Officer, the term of office (four year beginning June 1 of the year following the election of a County Executive), the filling of a vacancy in the office, and a listing of the duties of the office. Section 405 deals with the salary of the County Executive and County Administrative Officer. Section 406 sets forth the process of making temporary appointments in the case of a vacancy in a department head position.

There was discussion of whether department and office heads that were appointed and confirmed in an Executive's first term of office and continue to serve in the next term need to be re-appointed and confirmed by the County Council. Mr. Peddicord indicated that the confirmation provision in subsection (d)(9) has never been tested in that fashion and that Mr. Smith and Mr. Kamenetz adhered to a perhaps "unwritten" rule that all department and office heads would stand for confirmation at the beginning of each term, even if the same individual was continuing to serve in the same capacity. There was further discussion of whether this "issue" needed to be addressed specifically one way or the other in the Charter, no decision was made at this time.

Mr. Smith discussed an issue of whether there should be a provision in the Charter to address the possible disability of a Councilmember, as there is for the County Executive. It was pointed out that the two positions are somewhat different, in that the Executive serves full time whereas a Councilmember serves part time and therefore it

may be difficult as a practical matter to assess how a disability might affect a member's ability to discharge his or her duty.

Ms. Pray also raised the issue in Section 310 of the Charter dealing with non-interference with the Executive Branch by members of the County Council. This section states:

“Unless for the purpose of inquiry or information, neither the county council nor any member thereof shall deal directly with any officer, agent or employee in the executive branch of the county government other than the county executive. Except through legislation duly enacted, neither the county council nor any member thereof shall, either directly or indirectly, give orders to any officer, agent or employee of the executive branch of the county government, nor shall they in any manner attempt to influence or coerce any such officer, agent or employee in the performance of his duties.” This section is a specific expression of the basic principle that the (three) branches of government are separate and distinct from each other, and no person exercising the functions of one of those branches may assume or discharge the duties of any other.

Ms. Pray indicated her belief that this section should be changed to require the Executive Branch to disseminate certain information or data upon request by a Councilmember within a certain period. Mr. Peddicord indicated that the Frederick County Charter does have a provision as part of its “non-interference with Executive Branch” provision of their Charter, which states:

“Notwithstanding subsection (a) of this section, it shall be the duty of the Executive to provide any information that is requested by the Council in writing for the purpose of introducing and evaluating legislation or to engage in the review and monitoring of Government programs, activities, and policy implementation.”

It was decided that this issue should be given further consideration as the Commission continues its work.

### III. Future Meetings

It was determined by a consensus of the members that the next meeting of the Charter Review Commission would be on Wednesday March 22, 2017 at 10:00 AM in the same Council Conference Room. There was also discussion by the Chairman of holding meetings in other areas of the County, such as schools or public libraries on the east and west sides of the County, in order to give the public more convenient opportunities to attend meetings and possibly offer testimony regarding their areas of interest or recommended changes to the Charter. Mr. Peddicord indicated he would explore possible locations in those areas and report back to the Chairman for scheduling advice.

IV. Closing remarks by the Chairman

The Chairman indicated that the Commission would next discuss Article V – The Administrative Services section of the Charter. There being no further business to come before the Commission at this time, the Chairman recommended that the meeting be adjourned. Upon motion to adjourn and second by several members, followed by a voice vote, the meeting adjourned at 9:05 PM.

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Thomas H. Bostwick  
Deputy Legislative Counsel/Secretary  
Baltimore County Council

Real Property Data Search

Search Result for BALTIMORE COUNTY

|   |          |  |               |  |                |                      |                                   |                  |           |            |
|---|----------|--|---------------|--|----------------|----------------------|-----------------------------------|------------------|-----------|------------|
| <a href="#">View Map</a>                                  |          | <a href="#">View GroundRent Redemption</a> |               | <a href="#">View GroundRent Registration</a> |                |                      |                                   |                  |           |            |
| Special Tax Recapture: None                               |          |  |               |  |                |                      |                                   |                  |           |            |
| Account Identifier:                                       |          | District - 11 Account Number - 1111017760  |               |  |                |                      |                                   |                  |           |            |
| Owner Information   |          |  |               |  |                |                      |                                   |                  |           |            |
| Owner Name:   |          | BEVINS CATHY A                             |               | Use: RESIDENTIAL                             |                |                      |                                   |                  |           |            |
| Mailing Address:  |          | BALTIMORE MD 21236-1828                    |               | Principal Residence: YES                     |                |                      |                                   |                  |           |            |
|   |          |  |               | Deed Reference: I45426/ 00347                |                |                      |                                   |                  |           |            |
| Location & Structure Information                          |          |  |               |  |                |                      |                                   |                  |           |            |
| Premises Address:   |          | BALTIMORE 21236-1828                       |               | Legal Description: PARK PLACE                |                |                      |                                   |                  |           |            |
| Map:  | Grid:    | Parcel:                                    | Neighborhood: | Subdivision:                                 | Section:       | Block:               | Lot:                              | Assessment Year: | Plat No:  | 2          |
| 0072  | 0015     | 1049                                       | 11020019.04   | 0000   | 1              | B                    | 1                                 | 2021             | Plat Ref: | 0032/ 0068 |
| Town: None  |          |  |               |  |                |                      |                                   |                  |           |            |
| Primary Structure Built                                   |          | Above Grade Living Area                    |               | Finished Basement Area                       |                | Property Land Area   |                                   | County Use       |           |            |
| 1988  |          | 1,826 SF                                   |               |  |                | 9,180 SF             |                                   | 04               |           |            |
| Stories   | Basement | Type                                       | Exterior      | Quality                                      | Full/Half Bath | Garage               | Last Notice of Major Improvements |                  |           |            |
| 2   | NO       | SPLIT LEVEL                                | SIDING/       | 4  | 2 full/ 1 half | 1 Carport            |                                   |                  |           |            |
| Value Information   |          |  |               |  |                |                      |                                   |                  |           |            |
| Base Value  |          |  | Value         |  |                | Phase-in Assessments |                                   |                  |           |            |
|   |          |  |               |  |                |                      |                                   |                  |           |            |
| Transfer Information                                      |          |  |               |  |                |                      |                                   |                  |           |            |
| Seller:   |          | Date: 09/08/2021                           |               |  |                |                      |                                   |                  |           |            |
| Type: ARMS LENGTH IMPROVED                                |          | Deed1: I45426/ 00347                       |               |  |                |                      |                                   |                  |           |            |
| Seller:   |          | Date: 06/07/2006                           |               |  |                |                      |                                   |                  |           |            |
| Type: ARMS LENGTH IMPROVED                                |          | Deed1: I23981/ 00735                       |               |  |                |                      |                                   |                  |           |            |
| Seller:   |          | Date: 05/20/1994                           |               |  |                |                      |                                   |                  |           |            |
| Type: ARMS LENGTH IMPROVED                                |          | Deed1: I10542/ 00231                       |               |  |                |                      |                                   |                  |           |            |
| Exemption Information                                     |          |  |               |  |                |                      |                                   |                  |           |            |
| Partial Exempt Assessments:                               |          | Class                                      |               | 07/01/2021                                   |                | 07/01/2022           |                                   |                  |           |            |
| County:   |          | 000  |               | 0.00   |                |                      |                                   |                  |           |            |
| State:  |          | 000  |               | 0.00   |                |                      |                                   |                  |           |            |
| Municipal:  |          | 000  |               | 0.00 0.00                                    |                | 0.00 0.00            |                                   |                  |           |            |
| Special Tax Recapture: None                               |          |  |               |  |                |                      |                                   |                  |           |            |
| Homestead Application Information                         |          |  |               |  |                |                      |                                   |                  |           |            |
| Homestead Application Status: No Application              |          |  |               |  |                |                      |                                   |                  |           |            |
| Homeowners' Tax Credit Application Information            |          |  |               |  |                |                      |                                   |                  |           |            |
| Homeowners' Tax Credit Application Status: No Application |          |  |               |  |                | Date:                |                                   |                  |           |            |

View Disclaimer in:

English

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Exhibit

### Voter Profile Report

Voter ID From : [REDACTED] To :

#### Voter Information

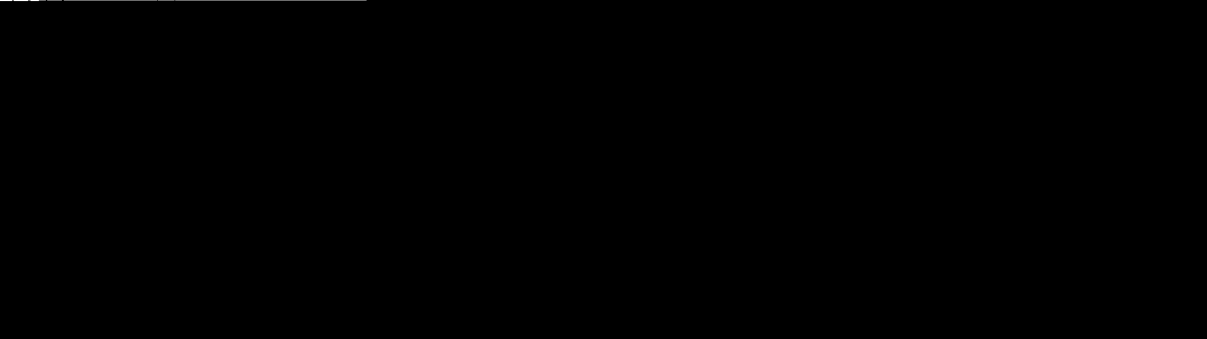
| <u>Voter ID</u> | <u>Last Name</u> | <u>First Name</u> | <u>Middle Name</u> | <u>Suffix</u> | <u>DOB</u> | <u>Driver License</u> |
|-----------------|------------------|-------------------|--------------------|---------------|------------|-----------------------|
| [REDACTED]      | BEVINS           | CATHY             | A                  |               | [REDACTED] | [REDACTED]            |

#### Contact Information

| <u>EMAIL</u> | <u>HOME PHONE</u> |
|--------------|-------------------|
| [REDACTED]   | [REDACTED]        |

#### Activity Log

| <u>User Name</u>   | <u>Modified Date</u> | <u>Effective Date</u> | <u>Description</u>                      | <u>Old Value</u>                                      | <u>New Value</u>                           |
|--------------------|----------------------|-----------------------|---|---|--|
| balt_dalcoser      | 09/15/2021           | 09/15/2021            | Confirmation Card (Correspondence Card) |   | Voter Notification Card Printed/Extracted. |
| balt_dalcoser      | 09/15/2021           | 09/15/2021            | Confirmation Card (Correspondence Card) |   | Voter Notification Card Printed/Extracted. |
| balt_rthomas       | 09/08/2021           | 09/08/2021            | Confirmation Card (Correspondence Card) |   | Address Change Label Printed/Extracted.    |
| balt_rwalczykewans | 09/08/2021           | 09/08/2021            | Residential Address                     | Std: 6221 GREENLEIGH AVE APT 504, BALTIMORE, MD 21220 | Std: [REDACTED] 21236                      |
| balt_rwalczykewans | 09/08/2021           | 09/08/2021            | Confirmation Card (Correspondence Card) |   | Address Change Label Sent                  |
| balt_rwalczykewans | 09/08/2021           | 09/08/2021            | Split -                                 | 15025   | 11012                                      |
| balt_rwalczykewans | 09/08/2021           | 09/08/2021            | Voter Source of Change                  | OLVR - Online Voter Registration                      | ERIC - ERIC Report                         |
| balt_rwalczykewans | 09/08/2021           | 09/08/2021            | Precinct/Part (Split)                   | 15025   | 11012                                      |
| balt_rwalczykewans | 09/08/2021           | 09/08/2021            | Unit Type                               | APT   |  |
| balt_rwalczykewans | 09/08/2021           | 09/08/2021            | Voter Notification Card                 |   | Voter Notification Card Sent               |





Goldstar Title Company  
File No. 21-18816  
Tax ID # 11-1111017760

10f2

This Deed, made this 30<sup>th</sup> day of July, 2021, by and between [redacted] and [redacted] parties of the first part, Grantors; and [redacted] and Cathy A. Bevins, parties of the second part, Grantees.

- Witnesseth -

That for and in consideration of the sum of [redacted] which includes the amount of any outstanding Mortgage or Deed of Trust, if any, the receipt whereof is hereby acknowledged, the said Grantors do grant and convey to the said [redacted] and Cathy A. Bevins, as tenants by the entirety unto the survivor of them, his or her heirs and assigns, in fee simple, all that lot of ground situate in the County of Baltimore, State of Maryland and described as follows, that is to say:

BEING KNOWN AND DESIGNATED as Lot No. 1, Block B, as shown on a Plat entitled, "Plat 2, Section One, PARK PLACE", which Plat is recorded among the Land Records of BALTIMORE County in Plat Book OTG No. 32, folio 68.  
The improvements thereon being known as [redacted]

BEING the same property which, by Deed dated 05/30/2006, and recorded in the Land Records of the County of Baltimore, Maryland, in Liber 23961, Folio 735 was granted and conveyed by [redacted]

Together with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

To Have and To Hold the said tract 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 [redacted] and Cathy A. Bevins, as tenants by the entirety unto the survivor of them, his or her 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.

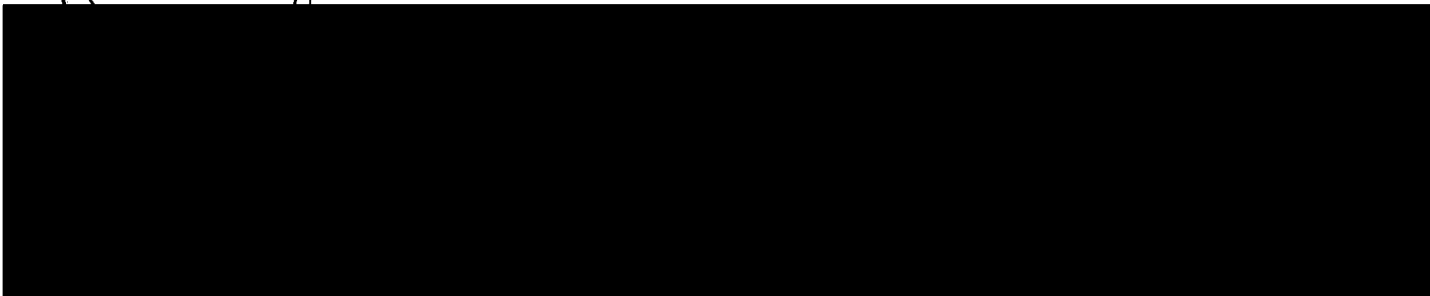
# Exhibit 6

|                        |            |
|------------------------|------------|
| LR - Deed (w Taxes)    |            |
| Recording only         | ST20.00    |
| Name:                  | [redacted] |
| Ref:                   | [redacted] |
| LR - Deed (with Taxes) |            |
| Surcharge              | 40.00      |
| LR - Deed State        |            |
| Transfer Tax           | 1,825.00   |
| LR - NR Tax - 1kd 0.00 |            |
| SubTotal:              | 1,865.00   |
| Total:                 | 1,945.00   |
| 09/08/2021 11:00       |            |
| #15391552 CC0301 -     |            |
| Baltimore              |            |
| County/CC03.01.02 -    |            |
| Register. 02           |            |

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 45426, p. 0347, MSA\_CE62\_45283. Date available 09/10/2021. Printed 10/15/2021.

As Witness the hands and seals of said Grantors, the day and year first above written.

WITNESS:



STATE OF MARYLAND, COUNTY OF BALTIMORE , to wit:

I hereby certify that on this 30<sup>th</sup> day of July, 2021, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared [REDACTED] and [REDACTED] the Grantors herein, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged the same for the purposes therein contained, and further acknowledged the foregoing Deed to be their act, and in my presence signed and sealed the same, giving oath under penalties of perjury that the consideration recited herein is correct.

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



*Samantha Williams*  
Notary Public  
My commission expires: 1/4/25

THIS IS TO CERTIFY that the within Deed was prepared by, or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

*Mark S. Sheffield*  
Mark S. Sheffield, Attorney

AFTER RECORDING, PLEASE RETURN TO:  
Goldstar Title Company  
826 Eastern Boulevard  
Baltimore, MD 21221

File No. 21-18816

OWNER OCCUPANCY AFFIDAVIT

[Redacted] and Cathy A. Bevins, the Grantees in the within Deed hereby certify under the penalties of perjury, as evidenced by the joinder herein, that the land conveyed in this Deed is residentially improved owner-occupied real property and that the residence will be occupied by us.

WITNESS:

*Samuel Williams*  
\_\_\_\_\_  
Atty to All

[Redacted] (SEAL)

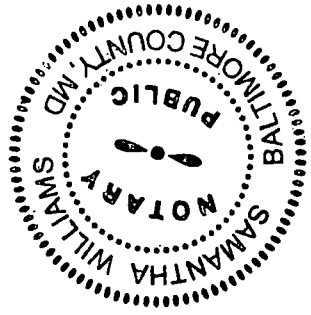
*Cathy A. Bevins*  
\_\_\_\_\_  
Cathy A. Bevins (SEAL)

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, that on this 30th day of July, 2021, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared [Redacted] and Cathy A. Bevins, the parties herein, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged the foregoing to be their act, and in my presence signed and sealed the same.

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

*Samuel Williams*  
\_\_\_\_\_  
Notary Public *Samantha Williams*  
My Commission Expires: 1/4/25



BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 45426, p. 0351, MSA\_CE62\_45283. Date available 09/10/2021. Printed 10/15/2021.

20A2

LR - DOT/MTG Recording Fee 20.00  
 Name: BEVINS  
 Ref:  
 LR - Surcharge 40.00  
 =====  
 SubTotal: 60.00  
 =====  
 Total: 1,945.00  
 09/08/2021 11:00  
 CC03-ML  
 #15391552 CC0301 -  
 Baltimore  
 County/CC03.01.02 -  
 Register 02

When recorded, return to:  
 TowneBank Mortgage  
 C/O DocProbe  
 1125 Ocean Avenue  
 Lakewood, NJ 08701

LOAN #: 000396322

[Space Above This Line For Recording Data]

**PURCHASE MONEY  
 DEED OF TRUST**

MIN 1000845-0000325045-9  
 MERS PHONE #: 1-888-679-6377

**DEFINITIONS**

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

(A) "Security Instrument" means this document, which is dated July 30, 2021, together with all Riders to this document.

(B) "Borrower" is [REDACTED] AND CATHY A. BEVINS, TENANCY BY THE ENTIRETY.

Borrower is the trustor under this Security Instrument.



Exhibit 7

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 45426, p. 0353, MSA\_CE62\_45283. Date available 09/10/2021. Printed 10/15/2021.

LOAN #: 000396322

(C) "Lender" is TowneBank Mortgage .

Lender is a Corporation, under the laws of Virginia. 600 22nd Street, Suite 300, Virginia Beach, VA 23451.

organized and existing Lender's address is

(D) "Trustee" is William T. Morrison and Philip M. Rudisill, 600 22nd Street, Suite 300, Virginia Beach, VA 23451.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated July 30, 2021.

The Note states that Borrower owes Lender [REDACTED] Dollars (U.S. [REDACTED]) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full no later than August 1, 2051.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

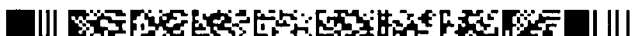
(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.



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LOAN #: 000396322

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County

[Type of Recording Jurisdiction]

of Baltimore

[Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".  
APN #: 11-11-017760

which currently has the address of



[Street] [City]

Maryland 21236

("Property Address"):

[Zip Code]

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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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, Interest, Escrow Items, Prepayment Charges, and Late Charges.

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan



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LOAN #: 000396322

current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall 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.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall 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. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can 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 as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the



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LOAN #: 000396322

amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; 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 can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

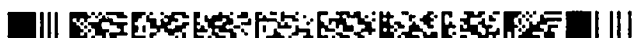
Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

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

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

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

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



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proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

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

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

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

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that



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

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

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

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

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

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

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

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the



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following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

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

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

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

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

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

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

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

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

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



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

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 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.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) 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, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and 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 Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might 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,



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Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

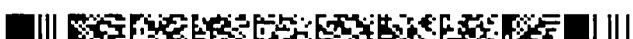
Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any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

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

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

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale, assent to decree, and/or any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall mail or cause Trustee to mail a notice of sale to Borrower in the manner prescribed by Applicable Law. Trustee shall give notice of sale by public advertisement and by such other means as required by Applicable Law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee



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determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale and by notice to any other persons as required by Applicable Law. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, Trustee's fees of 5.00 % 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 Title 14, Chapter 200 of the Maryland Rules of Procedure, does hereby declare and assent to the passage of a decree to sell the Property in one or more parcels by the equity court having jurisdiction for the sale of the Property, and consents to the granting to any trustee appointed by the assent to decree of all the rights, powers and remedies granted to the Trustee in this Security Instrument together with any and all rights, powers and remedies granted by the decree. Neither the assent to decree nor the power of sale granted in this Section 22 shall be exhausted in the event the proceeding is dismissed before the payment in full of all sums secured by this Security Instrument.

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

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

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

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

[Redacted signature area]

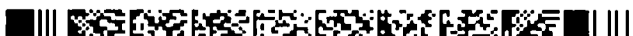
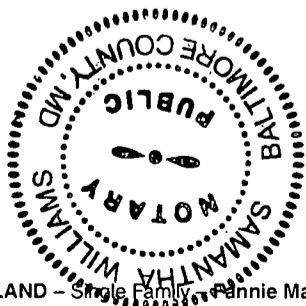
*Cathy A. Bevins*  
CATHY A. BEVINS  
7-30-21 (Seal)  
DATE

State of Maryland  
County of Baltimore

On this 30th day of July, 2021, before me, Samantha Williams, the undersigned officer, personally appeared [Redacted] AND CATHY A. BEVINS (name(s) of person(s) who make acknowledgement), known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

*Samantha Williams*  
Notary Public  
My Commission Expires 1/4/22



BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 45426, p. 0363, MSA\_CE62\_45283. Date available 09/10/2021. Printed 10/15/2021.

LOAN #: 000396322

STATE OF MARYLAND, Baltimore County ss:  
(or City of Baltimore)

I Hereby Certify, that on this 30th day of July, 2021 before me, the  
subscriber, a Notary Public of the State of Maryland and for the  
County of Baltimore personally appeared, Lisa M. Heitzer

the agent of the party secured by the foregoing Security Instrument, and made oath in due form of law that  
the consideration recited in said Security Instrument 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 Security Instrument 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 Security Instrument; and also made oath that he or she 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:

11/4/25

James Williams  
Notary Public  
Samantha Williams

Lender: TowneBank Mortgage  
NMLS ID: 512138  
Loan Originator: Karen R Schafer  
NMLS ID: 658919



BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 45426, p. 0364, MSA\_CE62\_45283. Date available 09/10/2021. Printed 10/15/2021.

**BEING KNOWN AND DESIGNATED** as Lot No. 1, Block B, as shown on a Plat entitled, "Plat 2, Section One, PARK PLACE", which Plat is recorded among the Land Records of BALTIMORE County in Plat Book OTG No. 32, folio 68.  
The improvements thereon being known as [REDACTED]



LOAN #: 000396322

LICENSEE INFORMATION OR AFFIDAVIT  
FILED IN ACCORDANCE WITH REAL PROPERTY ARTICLE,  
§3-104.1, ANNOTATED CODE OF MARYLAND

[REDACTED]  
Cathy A Bevins

[REDACTED] MD 21236

Licensee Information

Maryland Mortgage Lender Name: TowneBank Mortgage

Maryland Mortgage Lender License Number: 22203

Maryland Mortgage Originator Name: Karen R Schafer

Maryland Mortgage Originator License Number: License #: Exempt

Affidavit in Lieu of Maryland Mortgage Lender or  
Maryland Mortgage Originator Licensee Information

Check the box and complete the information for the applicable selection(s) below. As used herein, the term "Loan" means the mortgage loan secured by the security instrument attached hereto.

Affidavit of Individual Mortgage Originator:

I, Karen R Schafer whose address is  
435 S Main Street, Bel Air, MD 21014

\_\_\_\_\_ hereby affirm, under the penalties of perjury, that I am the individual who originated the Loan and, in connection therewith, I am exempt from the licensing requirements under Financial Institutions Article, §§11-601 through 11-618, Annotated Code of Maryland.

Affidavit of Lender:

I, \_\_\_\_\_  
hereby affirm, under the penalties of perjury, that I am the \_\_\_\_\_  
of \_\_\_\_\_  
(the "Lender") that made the Loan. The Lender's address is \_\_\_\_\_

I am duly authorized by the Lender to execute this affidavit. The Lender, in connection with the Loan, is exempt from the licensing requirements under Financial Institutions Article, §§11-501 through 11-524, Annotated Code of Maryland.



BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 45426, p. 0366, MSA\_CE62\_45283, Date available 09/10/2021, Printed 10/15/2021.

LOAN #: 000396322

**Cathy A Bevins**

21236

**Affidavit of Lender (on its own behalf and on behalf of its employee who originated the Loan):**

I, \_\_\_\_\_  
hereby affirm, under the penalties of perjury, that I am the \_\_\_\_\_  
of \_\_\_\_\_  
(the "Lender") that made the Loan. The Lender's address is \_\_\_\_\_

I am duly authorized by the Lender to execute this affidavit. The Lender, in connection with the Loan, is exempt from the licensing requirements under Financial Institutions Article, §§11-501 through 11-524, Annotated Code of Maryland. The employee of the Lender who originated the Loan is exempt from the licensing requirements under Financial Institutions Article, §§11-601 through 11-618, Annotated Code of Maryland.

**Affidavit of Mortgage Broker (on behalf of its employee who originated the mortgage loan):**

I, \_\_\_\_\_  
hereby affirm, under the penalties of perjury, that I am the \_\_\_\_\_  
of \_\_\_\_\_  
(the "Broker") that brokered the Loan. The Broker's address is \_\_\_\_\_

I am duly authorized by the Broker to execute this affidavit. The employee of the Broker, \_\_\_\_\_

(the "Employee"), is the individual who originated the Loan. The Employee, in connection with the Loan, is exempt from the licensing requirements under Financial Institutions Article, §§11-601 through 11-618, Annotated Code of Maryland.

I SOLEMNLY AFFIRM, under the penalties of perjury and upon personal knowledge, that the contents of the foregoing paper are true.

\_\_\_\_\_  
Date  
\_\_\_\_\_  
Signature of Affiant (Signing on Behalf of Lender)  
\_\_\_\_\_  
Print Name and Title of Affiant  
07/30/21 07/30/21 Date  
Karen R. Schafer Karen R. Schafer Signature of Affiant (Individual Mortgage Originator)  
**Karen R Schafer** Print Name of Affiant  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Signature of Affiant (Signing on Behalf of Mortgage Broker)  
\_\_\_\_\_  
Print Name and Title of Affiant



BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 45426, p. 0367, MSA\_CE62\_45283, Date available 09/10/2021, Printed 10/15/2021.

AMENDMENT TO RESIDENTIAL LEASE AGREEMENT

This Amendment to Residential Lease Agreement made this 18th day of OCTOBER, 2021 between APARTMENT SERVICES, INC. hereinafter referred to as "Landlord", and [redacted] & [redacted], hereinafter referred to individually or collectively as "Resident".

WHEREAS, the parties hereto entered into a Residential Lease Agreement dated 06/17/2020, hereinafter referred to as the "Lease", for the premises known as [redacted] Baltimore, MD 21220, hereinafter referred to as the "Premises"; and

WHEREAS, the parties wish to amend the Lease to reflect a change in the Resident and/or occupants of the Premises.

NOW, therefore, it is agreed between the parties as follows:

- checkbox The following person(s) will be added as Resident: Cathy Bevins
checkbox The following person(s) will be removed as Resident:
checkbox The following person(s) will be added as occupant:
checkbox The following person(s) will be removed as occupant:
checkbox The following person(s) will be added as Guarantor:
checkbox The following person(s) will be removed as Guarantor: [redacted]

As of the date of this Amendment to Residential Lease Agreement, the Premises will be occupied by the following persons:

Table with 4 columns: Residents, D.O.B., Occupants, D.O.B. Row 1: Cathy Bevins, [redacted]

Other than those changes specified in this Amendment to Residential Lease Agreement, all other terms, covenants, and conditions of the Residential Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first above written.

ATTEST

WITNESS

Handwritten signatures of witnesses and attestor.

FRANKLIN PARK APARTMENT CO. By: Apartment Services, Inc., its authorized agent

BY: [Signature]

RESIDENT [Signature]

RESIDENT [Signature]

RESIDENT

RESIDENT



Exhibit 8