



**First American Title Insurance Company
National Commercial Services
1201 Walnut Street, Suite 700, Kansas City, MO 64106**

SCHEDULE A

Commitment No.: NCS-401470-362-KCTY
National Office No.: NCS-401470-362-KCTY
Local Office No.:

1. Effective Date: April 06, 2015

2. Policy or Policies to be issued:

| | Amount |
|--|--------|
| a) ALTA Owner's Policy (ALTA 2006 Form) | \$TBD |

Proposed Insured:

TBD

| | |
|---|-------|
| b) ALTA Loan Policy (ALTA 2006 Form) | \$TBD |
|---|-------|

Proposed Insured:

TBD

3. The Estate or interest in the land described or referred to in this commitment and covered herein is Fee Simple and title hereto is at the effective date hereof vested in:

Bank of America, N.A., successor in interest to Thurmont Bank

By virtue of a Deed from Aero Realty, Inc., a body corporate existing under the Laws of the Commonwealth of Pennsylvania dated June 20, 1967 and recorded June 26, 1967 among the Land Records of Frederick County, Maryland in Liber 766, folio 712.

4. The land referred to in this commitment is described in Schedule C.

Phone:

File: NCS-401470-362-KCTY

Printed: 06/18/2015

FIRST AMERICAN TITLE INSURANCE COMPANY

Schedule B - Section 1

Commitment No. NCS-401470-362-KCTY

Requirements

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:
 - a. Duly authorized Deed from Bank of America, N.A., successor in interest to Thurmont Bank vesting fee simple title in the Proposed Insured.
 - b. Duly authorized Deed of Trust from TBD securing the Proposed Insured in the amount shown.

MD NOTE: All documents to be recorded in Maryland require an attorney certification, executed by an attorney licensed to practice in Maryland. Recording fees are \$115.00 per document over 9 pages and \$60.00 per document 9 pages and fewer. Recordation taxes are \$6.00 per \$500.00, State Transfer Tax is 0.50% and County Transfer Tax is 0%.

4. Record satisfactory release or termination of record of the land described in Schedule A hereof from the lien of the following Deed(s) of Trust or other lien instruments:
 - a. None found, please verify
5. The Company must be provided with a satisfactory Gap Indemnity to be executed by the seller/borrower at closing.
6. Payment of all unpaid water rent and sewer service charges which may be due and owing.
7. Payment of any and all real property taxes, special assessments, agricultural taxes, rollback taxes or other taxes due to the later of the date of closing or the date shown in Schedule B - Section 2. County real estate taxes for the fiscal year 2014/2015, covering the period of July 1, through June 30, are as follows:

PAID in the amount of \$2,505.58 - Account Number 15341041

Assessed value as of July 10, 2014 is \$166,200.00

NOTE: Real Estate taxes must be paid in order to convey property in the aforesaid County. The deed must be accompanied by a Lien Certificate indicating the status of real estate taxes and other municipal charges. Please order Lien Certificate at least 2-4 weeks prior to closing.

8. A satisfactory owner's affidavit must be completed, executed and returned to the Company.

9. The Company must also be furnished a current survey prepared in accordance with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, and, if applicable, a new legal description of the property to be insured.
10. Furnish copies of all instruments to this transaction for review by the Company prior to closing.
11. The Company requires evidence of compliance with Section 10-912 of the Tax-General Article of the Annotated Code of Maryland providing for mandatory income tax withholding for transfers of Maryland real property by non-resident owners or entities:
 - a. Evidence of compliance for transaction exempt from the withholding requirement shall be:
 - i. Execution by owner/transferor of an "Affidavit of Residency" OR
 - ii. Executed "Certificate of Exemption" by the State of Maryland's Office of the Comptroller.
 - b. Evidence of compliance for transactions non-exempt from the withholding requirement shall be:
 - i. Payment by the non-resident individual owner at the rate of 7.5% of the total
 - ii. payment
Payment by the non-resident entity owner at the rate of 8.25% of the total payment.
12. If mechanics lien coverage is requested by the proposed insured, a Mechanics Lien risk evaluation will be a prerequisite to such coverage. Please advise this office a minimum of 2 weeks in advance of closing in order to obtain all necessary information for review.
13. This Company will require appropriate authority documents for the purchaser prior to issuance of any policy. Once purchaser's entity type is determined please confirm with this office what authority documents will be required.
14. The Company must also be furnished with the following with regard to Bank of America, N.A..
 - a. Articles of Incorporation and By-Laws and all amendments thereto.
 - b. Certificate of Good Standing for the state of origin and Maryland.
 - c. Corporate Resolution authorizing the transaction contemplated in this commitment.
 - d. Certificate of Incumbency.

NOTE: This Company reserves the right to make additional requirements and/or exceptions upon review of the documents and instruments pertaining to the transaction and upon review of the facts and circumstances giving rise to the transaction including, but not limited to, disclosure of the interested parties including purchasing and lending entities and upon examination of those items or instruments tendered in response to requirements set forth herein, and the Company, upon such examination and review, reserves the right, in its sole discretion, to amend, modify, delete or supplement the terms and provisions set forth in this commitment.

FIRST AMERICAN TITLE INSURANCE COMPANY

Schedule B - Section 2

Commitment No. NCS-401470-362-KCTY

Exceptions

The Policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

- A. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
 - B. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
 - C. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
 - D. Roads, ways, streams or easements, if any, not shown by the public records, riparian rights and the title to any filled-in lands.
 - E. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
1. State, County and Municipal Taxes and other charges (including, but not limited to, assessments by any State, County, Municipality, Metropolitan District or Commission) subsequent to June 30, 2015. In addition this policy of title insurance does not insure against possible future tax levies and/or front foot benefit assessments, nor against such public charges and assessments, or the balance thereof for existing or proposed improvements, which may have been levied or assessed, or to be levied or assessed, but which are not now due and payable to said State, County, Municipality, Metropolitan District or Commission.
 2. Front foot benefit charges due and payable after December 31, 2014.
 3. Rights of tenants in possession under unrecorded leases.
 4. Right of Way and Restrictive Covenants contained in Deed dated June 20, 1967 by Aero Realty Inc. recorded among the aforesaid Land Records in Liber 766, folio 712.
 5. Right of Way as described in Deed to The Commissioners of Thurmont dated November 27, 1945 and recorded among the aforesaid Land Records in Liber 452, folio 2.
 6. Right of Way to The Potomac Edison dated August 1, 1947 and recorded among the aforesaid Land Records in Liber 447, folio 449.
 7. Right of Way contained in Deed dated April 27, 1955 recorded among the aforesaid Land Records in Liber 545, folio 376.
 8. This item has been intentionally deleted.

9. Encroachment of the parking space over the property line (by 2.0' +/-); Encroachment of the parking space over the property line (by 2.6' +/-); Encroachment of the parking space over the property line (by 3.4' +/-). As shown on that survey with a Project Name of BOA MD9-918 Thurmont, MD., with a Project Address of 605 E. Main St., Thurmont, MD, CDS Project No. 14-05-15001, with a field date of January 09, 2014, last revised May 19, 2015, performed by RBP., Surveyor Ref. No. 14-108, for Commercial Due Diligence Services.

10. Encroachment of Building over the Setback Line (by 2.7' +/-). As shown on that survey with a Project Name of BOA MD9-918 Thurmont, MD., with a Project Address of 605 E. Main St., Thurmont, MD, CDS Project No. 14-05-15001, with a field date of January 09, 2014, last revised May 19, 2015, performed by RBP., Surveyor Ref. No. 14-108, for Commercial Due Diligence Services.

11. Notwithstanding the recitation of acreage contained in Schedule A hereof, nothing herein contained shall be construed as a guarantee of the acreage, square footage or volume of land.

NOTE: Any reference herein made as to restrictions and/or restrictive covenants is intended to include, as if said language was set forth after each exception "omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin", unless and only to the extent that said covenant: (a) is exempt under chapter 42, section 3607 of the united states code, or (b) relates to handicap but does not discriminate against handicapped persons.

First American Title Insurance Company

By: _____

Authorized Signatory

First American Title Insurance Company

SCHEDULE C

Legal Description

Commitment No. NCS-401470-362-KCTY

All of those lots or parcels of land located in Frederick County, Maryland, and more particularly described as follows:

All those lots, parts of lots or parcel of land situate in the Town and District of Thurmont, Frederick County, State of Maryland, on the Northerly side of East Main Street and on the Westerly side of Apple's Church Road, said parcel of land being at the Northwesterly intersection of the aforesaid Streets and beginning at a point at the Northwesterly intersection of the curb line of the aforesaid Streets and running thence by and with the Northerly side of East Main Street North 52° 5' West 89.4 feet; thence North 22° 10' East 221.5 feet; thence South 59° 5' East 57.2 feet to the Westerly side of Apple's Church Road; thence by and with the same South 15° 15' West 238.4 feet to the place of beginning, containing 0.39 acre of land, more or less.

COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company



FIRST AMERICAN TITLE INSURANCE COMPANY, herein called the Company, for valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, the Company has caused this Commitment to be signed, to become valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws. This Commitment is effective as of the date shown in Schedule A as "Effective Date."

First American Title Insurance Company

A handwritten signature in black ink, appearing to read "Dennis J. Gilmore". The signature is written in a cursive, flowing style.

Dennis J. Gilmore
President

A handwritten signature in black ink, appearing to read "Jeffrey S. Robinson". The signature is written in a cursive, flowing style.

Jeffrey S. Robinson
Secretary

COMMITMENT

Conditions and Stipulations

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate of interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the Insuring provisions, exclusion from coverage, and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest or the lien of the insured mortgage covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of the Commitment.

COMMITMENT OF TITLE INSURANCE

First American Title Insurance Company

HOME OFFICE: SANTA ANA CALIFORNIA

Del. to Thurmont Bond
E. P. Hammer Pvc
10-6-67

LIBER 766 PAGE 712

Recorded June 26, 1967 at 2:20 P.M.

THIS DEED, made this 26th day of June, 1967, by Aero Realty, Inc., a body corporate existing under the Laws of the Commonwealth of Pennsylvania, with its principal office in the Town of New Oxford, Commonwealth of Pennsylvania,

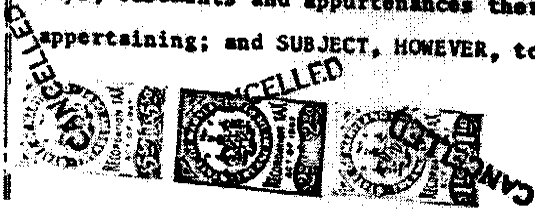
W I T N E S S E T H :

That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt whereof is hereby acknowledged, and the further consideration of the covenant not to permit the selling, storage or dispensing of petroleum products, the said Aero Realty, Inc., a body corporate, does hereby grant and convey unto The Thurmont Bank, a banking corporation existing under the laws of the State of Maryland, its successors and assigns, all those lots, parts of lots or parcel of land situate in the Town and District of Thurmont, Frederick County, State of Maryland, on the Northerly side of East Main Street and on the Westerly side of Apple's Church Road, said parcel of land being at the Northwesterly intersection of the aforesaid Streets and beginning at a point at the Northwesterly intersection of the curb line of the aforesaid Streets and running thence by and with the Northerly side of East Main Street North 52° 5' West 89.4 feet; thence North 22° 10' East 221.5 feet; thence South 59° 5' East 57.2 feet to the Westerly side of Apple's Church Road; thence by and with the same South 15° 15' West 238.4 feet to the place of beginning, containing 0.39 acre of land, more or less.

BEING the same real estate that was conveyed unto the Grantor by Charles Bernard Hobbs, Sr., et ux., by deed dated June 29, 1964, and recorded in Liber 705, folio 438, one of the Land Records of Frederick County, Maryland.

TOGETHER with all the improvements thereon and all rights, ways, easements and appurtenances thereto belonging or in anywise appertaining; and SUBJECT, HOWEVER, to a right of way 20.0 feet

BENJAMIN S. REBELSTOCK
ATTORNEY AT LAW
FREDERICK, MD.



Receipt No. 245869

2025 RELEASE UNDER E.O. 14176

wide adjacent to and parallel with the third line herein for the use of James F. Black and Emma L. Black, his wife, their heirs and assigns for ingress and egress over and across said way for the purpose of going to and from their parcel of land to the West of this parcel to the aforesaid Apple's Church Road as well as the covenants of the non-sale, use or consumption of alcoholic beverages on the premises and that no building shall be constructed closer than 60 feet to the Northerly edge of East Main Street nor closer than 4 feet to any lot line, and further, the right of way granted the Commissioners of Thurmont, Maryland, a body corporate, by deed dated November 27, 1945, and recorded in Liber 452, folio 2, for the construction and maintenance of a 6 inch sanitary sewer system over, through and across said premises, the center line of which begins on the Western boundary of the aforesaid Road a distance of 173.8 feet from the intersection of the West side of said Road and the North side of East Main Street and running thence North 46° 45' West a distance of 210.1 feet, and

THE GRANTEE, as part of the consideration, does hereby covenant on behalf of itself, its successors and assigns, that it will not permit selling, storing or dispensing of petroleum products on the premises hereby conveyed, which covenant shall be construed as running with the land.

TO HAVE AND TO HOLD the said real estate unto itself, The Thurmont Bank, a body corporate, its successors and assigns, subject to the covenants hereinabove set forth, in fee simple, forever.

WITNESS THE CORPORATE NAME OF THE GRANTOR BY T. N. WASHBURN, ITS PRESIDENT, WITH ITS CORPORATE SEAL AFFIXED, ATTESTED BY R. W. WOLFE, ITS SECRETARY, THE DAY AND YEAR FIRST ABOVE WRITTEN.

BENJAMIN B. ROSENSTOCK
ATTORNEY AT LAW
FALCONERS, MD.

ATTEST:

AERO REALTY, INC.

R. W. WOLFE
SECRETARY

BY: T. N. Washburn
T. N. WASHBURN
PRESIDENT

USER 766 INC 714

- 3 -

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF ADAMS, TO-WIT:

I HEREBY CERTIFY that on this 20th day of June, 1967, before me, the subscriber, a Notary Public, duly commissioned and qualified, in and for the State and County aforesaid, personally appeared ^{K. T.} X. N. Washburn, President of Aero Realty, Inc., a body corporate, and acknowledged the foregoing Deed to be its act and deed as such, and at the same time made oath in due form of law that he is President and Agent of said body corporate and duly authorized to make this acknowledgment on its behalf.

WITNESS my hand and Notarial Seal.

Josephine S. Galbraith
NOTARY PUBLIC.

NOTARY PUBLIC

My Commission Expires December 3, 1973
New Oxford, Pa. Adams County

MY COMMISSION EXPIRES Nov 3 1969

BENJAMIN S. BURENSTOCK
ATTORNEY AT LAW
FREDERICK, MD.



458/02

2

convey in ~~FREE SIMPLE~~ unto "The Commissioners of Thurmont", Maryland, a body corporate, all the following described real estate, beginning at the intersection of the north side of East Main Street, Extended, and the center of Apple Church Road; thence along the center of Apple Church Road North 15° 15' East a distance of 1288.5 feet to a point; thence South 75° 2' East a distance of 25.0 feet, said point being located in an existing fence line; thence South 15° 15' West a distance of 1299.0 feet to an iron pin located in the north side of East Main Street thence North 52° 5' west along the North side of East Main Street a distance of 27.1 feet to the place of beginning.

It being a portion of the same real estate which was conveyed to Paul M. Little (now deceased) and Agnes Lee Little, his wife, by deed from Leolis W. Coblenz and Parsons Newman, Trustees, dated October 14, 1929, and recorded in Liber No. 372, folio 229, one of the Land Records for Frederick County.

Together with the improvements thereon and all the rights, roads, ways, privileges and appurtenances thereunto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF WITNESS MY HAND AND SEAL ON THE DATE ABOVE WRITTEN.

WITNESS:

Claude A. O'Toole
Claude A. O'Toole

Agnes Lee Little
Agnes Lee Little

(SEAL)

STATE OF MARYLAND, FREDERICK COUNTY, TO-WIT:

I hereby certify that on this 28th day of November, 1945, before me, the subscriber, a Notary Public for the State of Maryland, in and for Frederick County, personally appeared Agnes Lee Little, widow, and acknowledged the above and foregoing deed to be her act.



Claude A. O'Toole
Claude A. O'Toole

NOTARY PUBLIC

*See 4th ed. to
D. W. J. Smith, Mayor
June 25, 1946*

At the request of The Commissioners of Thurmont the following Deed is received for record and recorded Jan. 4, 1946 at 2:20 o'clock P. M.

Test: Ellis C. Wachter, Clerk.

THIS DEED Made this 27th day of November, 1945, by us, Hanna N. Firor and Ross C. Firor, her husband, of Frederick County, Maryland.

WITNESSETH: That for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable considerations, we, the said Hanna N. Firor and Ross C. Firor, her husband, do hereby grant and convey in ~~FREE SIMPLE~~ unto "The Commissioners of Thurmont," Maryland, a body corporate, all that real estate beginning at the intersection of the north side of East Main Street and the west side of Apple Church Road, thence North 52° 5' West, a distance of 14.1 feet to an iron pin, said iron pin being located at a distance of 25 feet from the center of Apple Church Road; thence North 15° 15' East, a distance of 361.2 feet to an iron pin, said line being parallel to and at a distance of 25 feet from the center line of Apple Church Road; thence South 49° 53' East a distance of 14.5 feet to an existing fence corner; thence South 15° 15' West along an existing fence a distance of 360.2 feet to the place of beginning.

It being a portion of Lot No. 4 as described in a deed from Marguarite Trego and W. Edward Trego, her husband, dated June 25, 1935, and recorded in Liber No. 399, folio 139 &c., one of the Land Records for Frederick County.

Together with the right to construct a six inch Sanitary Sewer System, over the following described land:

Beginning on the new west boundary of Apple Church Road, a distance of 173.8 feet from

the intersection of the west side of Apple Church Road and the north side of East Main Street; thence North 46° 45' West a distance of 210.1 feet, said line being the center line of the sewer right-of-way, which shall be 30 feet wide. Together with the right of egress and ingress for the purpose of making necessary repairs and maintenance of said line at any time.

Together with all the improvements thereon and all the rights, roads, ways, privileges and appurtenances thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF WITNESS OUR HANDS AND SEALS ON THE DATE ABOVE WRITTEN.

WITNESS:

Claude A. O'Toole
Claude A. O'Toole

Nanna M. Firor
Nanna M. Firor

(SEAL)

Ross C. Firor
Ross C. Firor

(SEAL)

STATE OF MARYLAND, FREDERICK COUNTY, TO-WIT:

I hereby certify that on this 27th day of November, 1945, before me, the subscriber, a Notary Public for the State of Maryland, in and for Frederick County, personally appeared Nanna M. Firor and Ross C. Firor, her husband, and did each acknowledge, the above and foregoing deed to be their respective act.



Claude A. O'Toole
Claude A. O'Toole
NOTARY PUBLIC

*7 Dub. to
C. J. Dahl, Mayor
June 23, 1946*

At the request of The Commissioners of Thurmont, the following Deed is received for record and recorded Jan. 4, 1946 at 2:25 o'clock P. M.

Test: Ellis C. Wachter, Clerk.

THIS DEED Made this 29th day of December, 1945, by the Cannon Shoe Company, a body corporate, of the State of Maryland.

WITNESSETH, That for and in consideration of the sum of TWO HUNDRED (\$200.00) DOLLARS and other good and valuable considerations, the Cannon Shoe Company, a body corporate, does hereby grant and convey unto "The Commissioners of Thurmont," Maryland, a body corporate, all that real estate beginning at the intersection of the South side of the Western Maryland Railroad right-of-way and the West edge of Apple Church Road, thence South 21 1/2° West, a distance of 1105.0 ft., parallel to the center line of Apple Church Road, to a point thence North 43 3/8° West, a distance of 14.5 ft. to an iron pin at the East corner of the lot of Ross C. and Nanna M. Firor; thence North 21 3/8° East, a distance of 1101.0 ft., said line being parallel and 25 ft. distance from the center line of Apple Church Road, to the West side of the Western Maryland railroad right-of-way, said point being 26.3 ft. from the West side of the South rail of the Western Maryland Railroad; thence South 72 5/8° East, a distance of 13.1 ft., said line being along the South right-of-way line of the Western Maryland Railroad, and running to the place of beginning. Containing 0.329 acres. The land intended to be conveyed is shown on drawing #2, entitled "Property Lines, Board of Commissioners of Thurmont, Maryland", and dated November 8, 1945, by H. B. Funk & Co., Engineers, Brunswick, Maryland.

It being a portion of the land which was conveyed unto the Cannon Shoe Company, a body corporate, by deed from Thurmont Realty Company, a body corporate, dated August 13, 1945, and recorded in Liber No. 449, Folio 498, one of the Land Records of Frederick County.

Together with all the buildings and improvements thereon and all the rights, roads, ways, privileges and appurtenances thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF WITNESS THE SIGNATURE OF THE CANNON SHOE COMPANY, A BODY CORPORATE, BY D. J. BRYAN, ITS VICE PRESIDENT, ATTORNEY BY ITS ASSISTANT ATTORNEY, WITH HIS SEAL.

FREDERICK COUNTY, MARYLAND, DEED RECORD, LIBER 452, PAGE 303, WEA, CER 1, 297, DEED AVAILABLE 07/09/2014, PRINTED 07/09/2014

*Pl & del. to
Amos A. Holter, Atty
Aug. 4, 1947*

At the request of The Potomac Edison Co., the following Right of Way is received for record and recorded
AUG. 1 1947 at 9:30 o'clock A.M.
Test: Ellis G. Hatcher Clerk

I, we, the undersigned, in consideration of One Dollar (\$1.00), and other valuable consideration, hereby grant unto
The Potomac Edison Company, its successors and assigns, a right of way for the purpose of constructing, operating, and maintaining an electric line, including all necessary poles, anchors, wires and fixtures, over and along the property which I/we own or in which I/we have any interest, situated in
#15
District of Frederick County,
State of Maryland, and acquired by us/us from Ed. Treago, said pole line to be located
stub and anchor on west side of the Apple's Church Road.

and to permit the attachment of wires of any Company or persons; and to trim and keep trimmed any trees alongside of said line sufficiently for the safe and proper operation and maintenance thereof; said sum being in full payment therefor.
The Company will relocate poles when necessary to conform to future building operations of the undersigned; and will pay for all damages, to fences, crops, and livestock on said right of way, caused by the operation, maintenance, rebuilding and removal of said line, if notice in writing is given within thirty days after such damages are suffered, otherwise it is understood that such damages are waived.
Witness the following signatures and seals this 6th day of NOV. in the year 1945

WITNESS:
Approved as to form
Charles W. Poole AMOS A. Holter ROSS I. FIROR (Seal)
Charles W. Poole AMOS A. Holter, Atty. WANDA N. FIROR (Seal)
WANDA N. FIROR (Seal)

State of Maryland County of Frederick to wit:
I hereby certify that on this 6 day of November A. D. 1945 before me, a Notary Public in and for the State and County aforesaid, personally appeared ROSS I. FIROR and WANDA N. FIROR, his wife
knows to me to be the person(s) whose name(s) is/are signed to the written instrument hereto annexed, bearing date the 6 day of NOVEMBER 1945, and this day acknowledged before me in my said County that they executed the same for the purposes therein contained.
Given under my hand and seal this 6 day of NOVEMBER 1945
My Commission Expires 5 day of 5 1947



Charles W. Poole
Charles W. Poole
Notary Public

*Pl & del. to
Amos A. Holter, Atty
Aug. 4, 1947*

At the request of The Potomac Edison Co., the following Right of Way is received for record and recorded
AUG. 1 1947 at 9:30 o'clock A.M.
Test: Ellis G. Hatcher Clerk

I, we, the undersigned, in consideration of One Dollar (\$1.00), and other valuable consideration, hereby grant unto
The Potomac Edison Company, its successors and assigns, a right of way for the purpose of constructing, operating, and maintaining an electric line, including all necessary poles, anchors, wires and fixtures, over and along the property which I/we own or in which I/we have any interest, situated in
#16
District of Frederick County,
State of Maryland, and acquired by us/us from D. C. Harshman, said pole line to be located
from the existing line and the public road, on, over and across OUR PROPERTY to the farm residence.

and to permit the attachment of wires of any Company or persons; and to trim and keep trimmed any trees alongside of said line sufficiently for the safe and proper operation and maintenance thereof; said sum being in full payment therefor.
The Company will relocate poles when necessary to conform to future building operations of the undersigned; and will pay for all damages, to fences, crops, and livestock on said right of way, caused by the operation, maintenance, rebuilding and removal of said line, if notice in writing is given within thirty days after such damages are suffered, otherwise it is understood that such damages are waived.
Witness the following signatures and seals this 5th day of July in the year 1945

WITNESS:
Approved as to Form
Charles W. Poole AMOS A. Holter WOLTY C. HARSHMAN (Seal)
Charles W. Poole AMOS A. Holter, Atty. MARY E. HARSHMAN (Seal)
MARY E. HARSHMAN (Seal)

State of Maryland County of Frederick to wit:
I hereby certify that on this 5 day of July A. D. 1945 before me, a Notary Public in and for the State and County aforesaid, personally appeared WOLTY C. HARSHMAN & MARY E. HARSHMAN, his wife
knows to me to be the person(s) whose name(s) is/are signed to the written instrument hereto annexed, bearing date the 5 day of July 1945, and this day acknowledged before me in my said County that they executed the same for the purposes therein contained.
Given under my hand and seal this 5 day of July 1945
My Commission Expires 5 day of 5 1947



Charles W. Poole
Charles W. Poole
Notary Public

*Att. J.
M. H. [unclear]
6-16-54*

NOV 545 NO 376

Recorded Apr. 28, 1955 at 10:20 A. M.

THIS DEED, made this 27 day of April, 1955, by us,
Nanna M. Firor and Ross C. Firor, her husband, of Frederick County,
State of Maryland.

WITNESSETH: That for and in consideration of the sum of
Ten Dollars (\$10.00) and other good and valuable considerations,
the receipt of which is hereby acknowledged prior to the delivery
of these presents, we, the said Nanna M. Firor and Ross C. Firor,
her husband, hereby grant and convey, in fee simple, unto James F.
Black and Emma L. Black, his wife, as tenants by the entirety,
all that parcel or lot of land situate, lying and being on the
northerly side of East Main Street, in the Town and District of
Thurmont, Frederick County, State of Maryland, and being more
particularly described as follows:

BEGINNING for the same at a stake on the northerly side
of East Main Street, said point being North 52° 5' West 89.4 feet
from the intersection of the curb line of East Main Street and
Apple's Church Road, said point also being at the end of the first
line of a deed of even date herewith from the grantors herein unto
Charles Bernard Hobbs, Jr. and running thence by and with the
second line of the aforesaid deed from the grantors herein unto
Charles Bernard Hobbs, Jr. North 22° 10' East 221.5 feet to a
stake; thence by two lines of division now made, North 59° 5' East
57.2 feet to a stake; thence South 30° 15' East 208.0 feet to a
stake on the northerly side of East Main Street; thence by and with
the northerly side of East Main Street South 52° 5' East 89.3 feet
to the place of beginning, containing 0.36 acres of land, more or
less.

BEING a part of all that parcel or tract of land described
in a deed dated the 1st day of April, 1946 from Roy I. Hyndman,
widower, unto the grantors herein, recorded in Liber 456, Folio 26,
one of the Land Records of Frederick County, Maryland.

TOGETHER WITH all and singular the rights, ways, waters,
easements, privileges and appurtenances thereto belonging or in
anywise appertaining, and especially and particularly including a

right of way 20.0 feet wide running from the lot described herein over and across a parcel or lot of land described in a deed of even date herewith from the grantors herein unto the aforesaid Charles Bernard Hobbs, Jr. to Apple's Church Road, said right of way being adjacent to and parallel with the third line described in the aforesaid deed from the grantors herein unto the said Charles Bernard Hobbs, Jr.

TO HAVE AND TO HOLD the above described real estate unto the aforesaid James F. Black and Emma L. Black, his wife, as tenants by the entirety, their heirs and assigns, in fee simple, forever.

And the grantees herein, by the acceptance of this deed, do covenant and agree with the grantors that no business shall be conducted on the premises hereinabove described, which shall involve in any way the sale, use or consumption of alcoholic beverages, and the said grantees do further covenant and agree that they will construct no building on the above described premises closer than 60 feet to the northerly edge of East Main Street, nor shall any building be constructed closer than 5 feet to any side lot line, it being understood that these covenants shall be construed to be covenants running with the land and shall be binding upon the grantees herein, their heirs and assigns.

WITNESS our hands and seals the day and year first above written.

WITNESS:

Joseph E. Sirtler
Joseph E. Sirtler

Emma M. Firor (SEAL)
Emma M. Firor

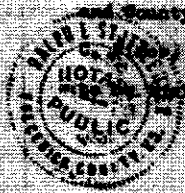
Ross C. Firor (SEAL)
Ross C. Firor

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I hereby certify that on this 27th day of April, 1955, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Emma M. Firor and Ross C. Firor, her husband, and each acknowledged the foregoing deed and their respective act and deed.

WITNESS my hand and Notarial Seal.

Joseph E. Sirtler
Notary Public



Del. to Thurmont Bond
E. P. Hammer Pvc
10-6-67

LIBER 766 PAGE 712

Recorded June 26, 1967 at 2:20 P.M.

THIS DEED, made this 20th day of June, 1967, by Aero Realty, Inc., a body corporate existing under the Laws of the Commonwealth of Pennsylvania, with its principal office in the Town of New Oxford, Commonwealth of Pennsylvania,

W I T N E S S E T H :

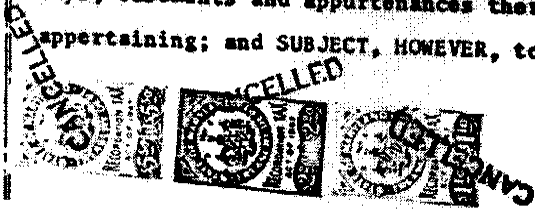
That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt whereof is hereby acknowledged, and the further consideration of the covenant not to permit the selling, storage or dispensing of petroleum products, the said Aero Realty, Inc., a body corporate, does hereby grant and convey unto The Thurmont Bank, a banking corporation existing under the laws of the State of Maryland, its successors and assigns, all those lots, parts of lots or parcel of land situate in the Town and District of Thurmont, Frederick County, State of Maryland, on the Northerly side of East Main Street and on the Westerly side of Apple's Church Road, said parcel of land being at the Northwesterly intersection of the aforesaid Streets and beginning at a point at the Northwesterly intersection of the curb line of the aforesaid Streets and running thence by and with the Northerly side of East Main Street North 52° 5' West 89.4 feet; thence North 22° 10' East 221.5 feet; thence South 59° 5' East 57.2 feet to the Westerly side of Apple's Church Road; thence by and with the same South 15° 15' West 238.4 feet to the place of beginning, containing 0.39 acre of land, more or less.

BEING the same real estate that was conveyed unto the Grantor by Charles Bernard Hobbs, Sr., et ux., by deed dated June 29, 1964, and recorded in Liber 705, folio 438, one of the Land Records of Frederick County, Maryland.

TOGETHER with all the improvements thereon and all rights, ways, easements and appurtenances thereto belonging or in anywise appertaining; and SUBJECT, HOWEVER, to a right of way 20.0 feet

BENJAMIN S. REBELSTOCK
ATTORNEY AT LAW
FREDERICK, MD.

Receipt No. 245869



2025 RELEASE UNDER E.O. 14176

wide adjacent to and parallel with the third line herein for the use of James F. Black and Emma L. Black, his wife, their heirs and assigns for ingress and egress over and across said way for the purpose of going to and from their parcel of land to the West of this parcel to the aforesaid Apple's Church Road as well as the covenants of the non-sale, use or consumption of alcoholic beverages on the premises and that no building shall be constructed closer than 60 feet to the Northerly edge of East Main Street nor closer than 4 feet to any lot line, and further, the right of way granted the Commissioners of Thurmont, Maryland, a body corporate, by deed dated November 27, 1945, and recorded in Liber 452, folio 2, for the construction and maintenance of a 6 inch sanitary sewer system over, through and across said premises, the center line of which begins on the Western boundary of the aforesaid Road a distance of 173.8 feet from the intersection of the West side of said Road and the North side of East Main Street and running thence North 46° 45' West a distance of 210.1 feet, and

THE GRANTEE, as part of the consideration, does hereby covenant on behalf of itself, its successors and assigns, that it will not permit selling, storing or dispensing of petroleum products on the premises hereby conveyed, which covenant shall be construed as running with the land.

TO HAVE AND TO HOLD the said real estate unto itself, The Thurmont Bank, a body corporate, its successors and assigns, subject to the covenants hereinabove set forth, in fee simple, forever.

WITNESS THE CORPORATE NAME OF THE GRANTOR BY T. N. WASHBURN, ITS PRESIDENT, WITH ITS CORPORATE SEAL AFFIXED, ATTESTED BY R. W. WOLFE, ITS SECRETARY, THE DAY AND YEAR FIRST ABOVE WRITTEN.

ATTEST:

AERO REALTY, INC.

R. W. WOLFE
SECRETARY

BY: T. N. Washburn
T. N. WASHBURN
PRESIDENT

USER 766 INC 714

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COMMONWEALTH OF PENNSYLVANIA, COUNTY OF ADAMS, TO-WIT:

I HEREBY CERTIFY that on this 20th day of June, 1967, before me, the subscriber, a Notary Public, duly commissioned and qualified, in and for the State and County aforesaid, personally appeared ^{K. T.} X. N. Washburn, President of Aero Realty, Inc., a body corporate, and acknowledged the foregoing Deed to be its act and deed as such, and at the same time made oath in due form of law that he is President and Agent of said body corporate and duly authorized to make this acknowledgment on its behalf.

WITNESS my hand and Notarial Seal.

Josephine S. Galbraith
NOTARY PUBLIC.

NOTARY PUBLIC

My Commission Expires December 3, 1973
New Oxford, Pa. Adams County

MY COMMISSION EXPIRES Nov 3 1969

BENJAMIN S. BURENSTOCK
ATTORNEY AT LAW
FREDERICK, MD.

