

Tax ID #16-352721

**THIS MORTGAGE**, made this 5<sup>th</sup> day of October, 2015, by and between **Myersville Volunteer Fire Company, Inc.**, a Maryland not-for-profit corporation (hereinafter called "Mortgagor") and **Town of Myersville**, a Maryland municipal corporation (hereinafter, called "Mortgagee").

**WITNESSETH:**

**WHEREAS**, Mortgagor now stands indebted unto Mortgagee in the sum of Three Million Five Hundred Twelve Thousand Eight Hundred Fourteen Dollars and Twenty-five cents (\$3,512,814.25) which indebtedness is evidenced by a Note of even date herewith ("the Note") payable to the said Mortgagee, or order, at no interest under the terms and provisions as set forth in said Note; and,

**WHEREAS**, to better secure the payment of the Note and any amendments, extensions or renewals thereof, the Mortgagor does hereby execute this Mortgage.

**NOW, THEREFORE**, in consideration of the sum of ten Dollars (\$10.00), in hand paid, the Mortgagor does hereby grant and convey in fee simple unto the Mortgagee, its personal representatives, heirs, successors or assigns, all those parcels of real property and the improvements thereon owned by Mortgagor and located within the Town of Myersville, Frederick County, Maryland situated at 301 Main Street, Myersville, Maryland and more fully described as follows:

**Parcel One:** All that piece or parcel of land situate, lying and being on the east side of the main street, in the Town of Myersville, Jackson Election District, Frederick County, Maryland, beginning for the same at a lead plug in the center of the aforesaid street planted at the end of the closing line set forth in the deed from Cyrus Routzahn, et ux. to the Myersville and Catoctin Railway Company a body corporate dated July 27, 1898 and recorded in liber D.H.H. No. 3 folio 42 one of the Land Records of the County aforesaid and running thence by and with said closing line reversed, (1) South 88° east 709.5 feet, thence (2) North 25° West 472.7 feet, thence (3) North 28° West 109.58 feet, thence (4) South 66° 30' West 188 feet, thence (5) South 1° 06' West 195.9 feet, thence (6) South 89° 09' West 176.13 feet, thence (7) North 0° 16' West 176 feet, thence (8) North 1° 16' West 128 feet to the center of the public road leading from Myersville to Ellerton, thence by and with the center of said road (9) South 66° 30' West 19.31

feet, thence (10) South 1° 16' East 175.5 feet, thence (11) South 85° 26' West 81.66 feet to a point in the main street in the Town of Myersville aforesaid, thence (12) by and with a line in said Street, South 0° 01' West 337.1 feet to the place of beginning, containing 5.16 acres, more or less.

**BEING** all and the same real property which was conveyed unto the Myersville Volunteer Fire Company, Incorporated from The Potomac Edison Company by a Deed dated September 10, 1956 and recorded among the Land Records of Frederick County, Maryland at Liber 577, folio 587.

**Parcel Two:** Parcel 'A' containing 0.371 acres more or less as shown on a Plat entitled "Addition Plat, Myersville Savings Bank Parcel 'A' Addition to Myersville Volunteer Fire Company recorded in Plat Book 69, page 143.

**BEING** all and the same real property which was conveyed unto the Myersville Volunteer Fire Company, Inc. from First United Bank & Trust by a Deed dated January 2, 2001 and recorded among the Land Records of Frederick County, Maryland at Liber 2801, folio 339.

**Parcel Three:** All that lot or parcel of land situate, lying and being in the Town of Myersville, Frederick County, State of Maryland, and being more particularly described as follows:

"Parcel A To Be Added To Lands Of Myersville Volunteer Fire Company", containing 3.36 acres of land, more or less, as shown on an Addition Plat entitled "Addition Plat, J. Maurice Carlisle & D. Ralph Thacker Addition To Myersville Volunteer Fire Co.", recorded among the Plat Records of Frederick County, Maryland, in Plat Book 73, page 184.

**BEING** all and the same real property which was conveyed unto the Myersville Volunteer Fire Company, Incorporated from J. Maurice Carlisle and D. Ralph Thacker by a Deed dated December 27, 2002 and recorded among the Land Records of Frederick County, Maryland at Liber 3631, folio 67.

**TOGETHER** with all the buildings and improvements thereon and all the rights, ways, roads, waters, privileges, appurtenances and advantages thereto belonging to or in anywise appertaining.

**ALSO TOGETHER** with and including as part of the buildings and improvements erected on the aforesaid lot or lots of ground, all building materials and other chattels on the premises intended to be incorporated in the improvements thereon, and all fixtures, equipment accessories and furniture which is attached to or affixed to the building and improvements, including but not limited to kitchen cabinets hot water heaters, gas and electric ranges, laundry equipment and tubs, medicine cabinets, lighting fixtures, heating plant, air conditioning equipment, piping tubing, duct work, radiators, storm windows, storm, doors screens, screen doors, window shades and awnings, all of which fixtures, accessories and equipment now on or hereinafter placed upon the lot or lots of ground are hereby declared to be by the Mortgagor fixtures and permanent additions to the realty and intended to be included as part of the lots of ground hereby mortgaged.

**TO HAVE AND TO HOLD** the above described land, premises, buildings, improvements and fixtures (the "Property") unto and to the proper use and benefit of said Mortgagee, forever, in fee simple.

**PROVIDED, HOWEVER,** if said Mortgagor shall make or cause to be made the payments and perform and comply with the covenants and conditions herein mentioned on its part to be made and done, then this Mortgage shall be void, and until default, the Mortgagor may retain possession of those portions of the Property under the terms and conditions as set forth in an Agreement between the Mortgagor and the Mortgagee dated December 8, 2009 recorded among the Land Records of Frederick County, Maryland at Liber 9158, folio 189 as amended by an Amendment to Agreement dated May 27, 2015 (hereinafter, together is referred to as "the 2009 Agreement") which Agreement shall survive the execution of this Mortgage or any subsequent amendments, extensions or renewals thereof.

And the said Mortgagor covenants with the said Mortgagee as follows:

1. To repay the indebtedness as provided herein and as provided in the Note, and that upon default, as hereinafter defined, Mortgagor shall convey and transfer the Property to Mortgagee, by a Deed in Lieu of Foreclosure. A default under this Mortgage shall occur if either:

(a) A regularly scheduled payment under the 2009 Agreement is more than 180 days overdue, written notice of the overdue payment is given to Mortgagor by Mortgagee, and the payment is not brought current within thirty (30) days of the date of the receipt of that notice; or

(b) On three (3) separate and consecutive occasions, the Mortgagor is more than 60 days in arrears on a payment in full, and Mortgagee then declares in writing that a default has occurred.

The conveyance of the Property by the Deed in Lieu of Foreclosure shall be subject to the following conditions which shall be included in and made a part of the Deed in Lieu of Foreclosure:

(a) The Property shall continue to be used as a fire department in the same manner and to the same extent that it is currently being used on the date of the execution of this Mortgage. The fire department shall be operated and managed only by Mortgagor, Myersville Volunteer Fire Company, Inc., and by no other fire company or department.

(b) In the event that the Note is paid and satisfied in full on or before June 1, 2050, then Mortgagee shall convey the Property back to Mortgagor for no consideration.

2. To comply with and perform its obligations under the 2009 Agreement pertaining to, among other things, insurance, taxes, repairs and maintenance.

3. That should the title to the herein mortgaged Property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner (if a corporation, including the transfer of a majority stock interest) without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor without the Mortgagee's written consent, then the whole indebtedness secured by this Mortgage, at the option of the Mortgagee, shall immediately become due and owing as herein provided.

4. That unless the indebtedness under the Note is accelerated due to a governmental taking of the Property, the Mortgagee may collect and receive all awards hereinafter made by any municipal, county, state or federal authority for the taking of any interest in the aforesaid Property or for changing the grade of any public way so as to affect the Property, and all such

awards are hereby assigned to the Mortgagee, the whole or any part of the proceeds of such awards may be applied to the payment of the principal and interest secured hereby, whether then due or not, in such order and amounts as the Mortgagee may determine, or be used to discharge in whole or in part any one or more of the covenants or agreements of this Mortgage or be released to the Mortgagor, and any one or more of the preceding alternatives may be elected by the Mortgagee in such order as the Mortgagee may determine.

5. That the mortgage debt may be prepaid in whole or in part without penalty, premium or fee, at any time, in an amount not less than the next ensuing installment of principal.

6. That Mortgagor shall permit no superior lien or encumbrance on the Property.

7. The said Mortgagor covenants that it will warrant specially the Property hereby conveyed and that it will execute such further assurances as may be requisite.

8. Upon payment of all sums secured by this Mortgage, and upon request by the Mortgagor, Mortgagee shall release this Mortgage without charge to Mortgagor, provided, however, that Mortgagor shall pay any recording costs associated with such release.

9. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, personal representatives, successors or assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

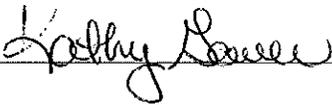
10. This Mortgage is governed by the laws of the State of Maryland.

**WITNESS** the hand and seal of said Mortgagor as to the contents of this instrument.

**MORTGAGOR:**

**ATTEST:**

**MYERSVILLE VOLUNTEER  
FIRE COMPANY, INC.**

  
\_\_\_\_\_

By:  [SEAL]  
Carol L. Linton, President

## STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

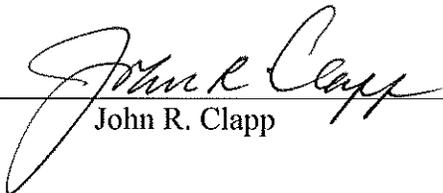
I HEREBY CERTIFY that on this 5<sup>th</sup> day of October 2015, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Carol L. Linton, President of the Myersville Volunteer Fire Company, Inc., known to me (or satisfactorily shown to be) and who, as President of the said Myersville Volunteer Fire Company, Inc., executed the foregoing document for the purposes therein contained and who further acknowledged that, as President of Myersville Volunteer Fire Company, Inc., she is authorized to do so and that her act is the act of the Corporation.

WITNESS my hand and Notarial Seal.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 9/1/2018

This is to certify that the within instrument was prepared by or under my supervision and that I am an attorney duly admitted to practice before the Court of Appeals of Maryland.

  
\_\_\_\_\_  
John R. Clapp

After recording, please return to:

John R. Clapp  
Clapp & Carper, LLC  
5235 Westview Drive, Suite 100  
Frederick, Maryland 21703

**State of Maryland Land Instrument Intake Sheet**  
 Baltimore City     County: Frederick  
 Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.  
 (Type or Print in Black Ink Only—All Copies Must Be Legible)

Space Reserved for Circuit Court Recording Validation

<b>1</b>	<b>Type(s) of Instruments</b>	( <input type="checkbox"/> ) Check Box if addendum Intake Form is Attached.)			
		<input type="checkbox"/> Deed	<input checked="" type="checkbox"/> Mortgage	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____
<b>2</b>	<b>Conveyance Type Check Box</b>	<input type="checkbox"/> Improved Sale Arms-Length [1]	<input type="checkbox"/> Unimproved Sale Arms-Length [2]	<input type="checkbox"/> Multiple Accounts Arms-Length [3]	<input type="checkbox"/> Not an Arms-Length Sale [9]
		<b>3 Tax Exemptions (if applicable)</b>		<b>Recordation</b>	
<b>3 Tax Exemptions (if applicable)</b> Cite or Explain Authority		<b>Transfer to Municipality</b>		<b>State Transfer</b>	
		<b>County Transfer</b>		<b>Transfer to Municipality</b>	
		<b>Transfer to Municipality</b>		<b>Transfer to Municipality</b>	

<b>4</b>	<b>Consideration and Tax Calculations</b>	<b>Consideration Amount</b>		<b>Finance Office Use Only</b>			
		<b>Transfer and Recordation Tax Consideration</b>					
		Purchase Price/Consideration	\$	Transfer Tax Consideration	\$		
		Any New Mortgage	\$ 3,512,814.25	X (        ) % =	\$		
		Balance of Existing Mortgage	\$	Less Exemption Amount	-	\$	
		Other:	\$	Total Transfer Tax	=	\$	
		Other:	\$	Recordation Tax Consideration	\$		
		Full Cash Value:	\$	X (        ) per \$500 =	\$		
				<b>TOTAL DUE</b>			
				\$			

<b>5</b>	<b>Fees</b>	<b>Amount of Fees</b>		<b>Doc. 1</b>	<b>Doc. 2</b>	<b>Agent:</b>	
		Recording Charge	\$ 0.00	\$	\$		<b>Tax Bill:</b>
		Surcharge	\$ 0.00	\$	\$		
		State Recordation Tax	\$ 0.00	\$	\$		<b>C.B. Credit:</b>
		State Transfer Tax	\$ 0.00	\$	\$		
		County Transfer Tax	\$	\$	\$		<b>Ag. Tax/Other:</b>
		Other	\$	\$	\$		
		Other	\$	\$	\$		

<b>6</b>	<b>Description of Property</b> SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	<b>District</b>	<b>Property Tax ID No. (1)</b>	<b>Grantor Liber/Folio</b>	<b>Map</b>	<b>Parcel No.</b>	<b>Var. LOG</b>		
		16	352721	577/587; 2801/339	700	244	<input type="checkbox"/> (5)		
		<b>Subdivision Name</b>			<b>Lot (3a)</b>	<b>Block (3b)</b>	<b>Sect/AR (3c)</b>	<b>Plat Ref.</b>	<b>SqFt/Acreage (4)</b>
		<b>Location/Address of Property Being Conveyed (2)</b>							
		301 Main Street, Myersville, Maryland 217							
		<b>Other Property Identifiers (if applicable)</b>						<b>Water Meter Account No.</b>	
		<b>Residential <input type="checkbox"/> or Non-Residential <input checked="" type="checkbox"/></b>							
		<b>Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/></b>		<b>Amount:</b>					
<b>Partial Conveyance? <input type="checkbox"/> Yes <input type="checkbox"/> No</b>		<b>Description/Amt. of SqFt/Acreage Transferred:</b>							
<b>If Partial Conveyance, List Improvements Conveyed:</b>									

LR - Government  
Instrument 0.00  
Agency Name: town of  
myersville  
Instrument List:  
Mortgage  
Describe Other:  
myersville vfc  
Reference/Control #:  
11061/296  
=====  
Total: 0.00  
04/01/2016 11:35  
CC10-KH  
#5855123 CC0601 -  
Frederick  
County/CC06.01.01 -  
Register 01

DOCUMENT VALIDATION

(excluded from page count)

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CIRCUIT COURT FOR FREDERICK COUNTY

SANDRA K. DALTON  
100 WEST PATRICK STREET  
FREDERICK, MD 21701

LICENSE AND RECORDING  
301-600-1976