

EXHIBIT A

**IN THE RECORDS OF THE CIRCUIT COURT
FOR MONTGOMERY COUNTY, STATE OF MARYLAND,
AMONG OTHER PROCEEDINGS
IS THE FOLLOWING, TO WIT:**

33657 349
Settlement Pros, Inc.
File No. PJS061223R
Tax ID # 03420995 & 03422174 & 03422185
Title Insurer: Ticor Title Company

AFTER RECORDING, PLEASE RETURN TO:

Clerk
Walter P. Havenstein and Judith P. Havenstein
4821 Montgomery Lane, Unit 401
Bethesda, MD 20814-5301

2007 JAN 16 P 2:41
FILED
LORETTA E. KRIGER
CLERK'S OFFICE
MONTGOMERY COUNTY, MD

This Deed, made this 4th day of January, 2007, by and between Wendell B. Ward, Jr., party of the first part, Grantor; and Walter P. HAVENSTEIN and Judith P. HAVENSTEIN, Husband and Wife, parties of the second part, Grantees.

- Witnesseth -

That for and in consideration of the sum of ONE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS 00/100 (\$1,250,000.00), which includes the amount of any outstanding Mortgage or Deed of Trust, if any, the receipt whereof is hereby acknowledged, the said Grantor does grant and convey to the said WALTER P. HAVENSTEIN AND JUDITH P. HAVENSTEIN, 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 Montgomery County, State of Maryland and described as follows, that is to say:

Being known and designated as Condominium Unit (s) 401, Parking Space G2-22, and G2-23 in the EDGEMOOR CONDOMINIUM RESIDENCES, a condominium regime established by the Declaration of Condominium made by Edgemoor Apartments, LLC, dated September 9, 2003 and recorded September 11, 2003, among the Land Records of Montgomery County, Maryland, and any recorded amendments thereto as of the date hereof, and by Condominium Plats and Plans as per plat thereof recorded in Plat Book 8397 at plat 8411, together with an undivided percentage interest in and to the common elements of said Edgemoor Condominium Residences as set forth in said Condominium Declaration among the Land Records of Montgomery County, Maryland.

BEING the fee simple property which, by Deed dated September 11, 2003, and recorded October 29, 2003 in the Land Records of the State of Maryland, in Liber 25696, Folio 115, was granted and conveyed by Edgemoor Apartments, LLC unto Wendell B. Ward, Jr.

NOT FIDELITY
COUNTY FEE 20.00
STATE TAX STATE 3,125.00
TOTAL 3,165.00
Rest #007 Rcpt # 23463
LEK NVE Blk # 4854
Jan 16, 2007 02:41 pm

Being known as 4821 Montgomery Lane, Unit 401, Parking G2-22 & G2-23, Bethesda, MD 20814-5301.

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 Walter P. HAVENSTEIN and Judith P. HAVENSTEIN, As Tenants By The Entirety Unto The Survivor Of Them, His Or Her Heirs And Assigns, in fee simple.

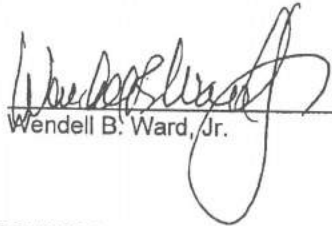
3125
205
70 WK

And the said party of the first part hereby covenants that he has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that he will warrant specially the property hereby granted; and that he will execute such further assurances of the same as may be requisite.

As Witness the hand and seal of said Grantor, the day and year first above written.

WITNESS:




Wendell B. Ward, Jr. {Seal}

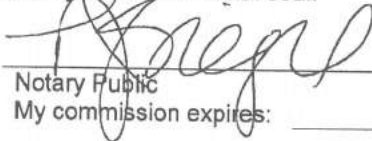
STATE OF MARYLAND, COUNTY OF MONTGOMERY, to wit:

I hereby certify that on this 4th day of January, 2007, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Wendell B. Ward, Jr., the Grantor herein, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the same for the purposes therein contained, and further acknowledged the foregoing Deed to be his 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.

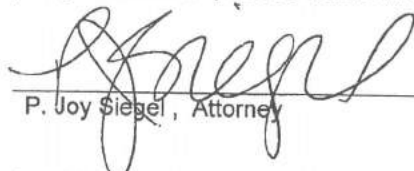


P. JOY SIEGEL
Notary Public, State of Maryland
County of Montgomery
My Commission Expires March 1, 2007



Notary Public
My commission expires: _____

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.



P. Joy Siegel, Attorney

Grantors Address: 3350 SW 27th Avenue, Apt. 902, Miami, FL 33133
Grantees Address: 4821 Montgomery Lane, Unit 401, Bethesda, MD 20814-5301

AFFIDAVIT OF GRANTEE(S) AS
FIRST-TIME MARYLAND HOME BUYER(S)

The undersigned each state under oath as follows:

1. Each of the undersigned is a Grantee of residentially improved real property located at 4821 Montgomery Lane, Unit 401, Parking G2-22 & G2-23, Bethesda, MD 20814-5301, being more particularly described as LOT, BLOCK, EDGEMOOR CONDOMINIUM RESIDENCES Montgomery County, Maryland.
2. Each of the undersigned is:
 - (a) a first-time Maryland home buyer, defined as an individual who has never owned in the State residential real property that has been the individual's principal place of residence, who will occupy the property as Grantee's principal residence;
 - or
 - (b) a co-maker of guarantor of the purchase money mortgage or purchase money deed of trust on the property who will not occupy the property as Grantee's principal residence.

Walter P. Havenstein
Walter P. Havenstein

Judith P. Havenstein
Judith P. Havenstein

STATE OF MARYLAND
COUNTY OF MONTGOMERY, TO WIT;

I Herby Certify, That on this 4th day of January, 2007, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared **Walter P. Havenstein and Judith P. Havenstein** known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged the foregoing Deed to be his/her act, and in my presence signed and sealed the same.

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

P. Joy Siegel
NOTARY PUBLIC



My Commission Expires:
P. JOY SIEGEL
Notary Public, State of Maryland
County of Montgomery
My Commission Expires March 1, 2007

AFFIDAVIT OF PURCHASER REGARDING
EXEMPTION FROM RECORDATION TAX
(MONTGOMERY COUNTY)

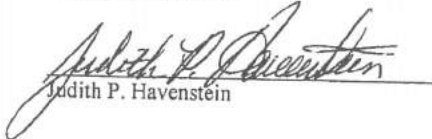
After being duly sworn, the undersigned Purchaser(s) / Grantee(s) depose and say the following under oath pursuant to Montgomery County Code, Chapter 52, Section 52-16B (Taxation)

1. The undersigned is / are the Grantee(s) of real property located at:

Address: 4821 Montgomery Lane, Unit 401, Parking G2-22 & G2-23, Bethesda, MD 20814-5301

being more particularly described as Lot/Unit/Parcel 401, Block, Subdivision/Condominium EDGEMOOR CONDOMINIUM RESIDENCES, Montgomery County, Maryland.
2. The Purchaser(s) / Grantee(s) hereby swears of affirms under the penalty of perjury that the property herein conveyed is intended to be used as my/our principal residence by actually occupying the residence for at least seven (7) of the next twelve (12) months immediately after the property is conveyed.
3. This Affidavit is being executed in order to obtain an exemption from the Recordation Tax payable to Montgomery County, Maryland on the first \$50,000.00 of consideration stated in an instrument of writing for residential improved owner-occupied real property pursuant to the aforesaid statute.


Walter P. Havenstein


Judith P. Havenstein

STATE OF MARYLAND
COUNTY OF MONTGOMERY, TO WIT;

I Hereby Certify, That on this **4th** day of **January, 2007**, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared **Walter P. Havenstein and Judith P. Havenstein** known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged the foregoing Deed to be his/her act, and in my presence signed and sealed the same.

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


NOTARY PUBLIC
My Commission Expires:



P. JOY SIEGEL
Notary Public, State of Maryland
County of Montgomery
My Commission Expires March 1, 2007

**CERTIFICATION OF EXEMPTION FROM WITHHOLDING UPON
DISPOSITION OF MARYLAND REAL ESTATE**

AFFIDAVIT OF RESIDENCY OR PRINCIPAL RESIDENCE

File Number: PJS061223R

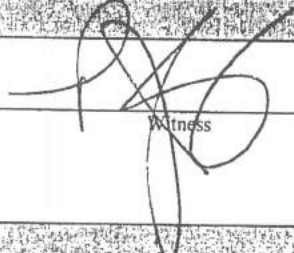
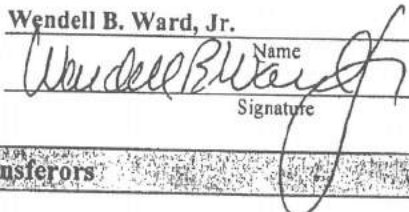
Property: 4821 Montgomery Lane, Unit 401, Parking G2-22 & G2-23, Bethesda, MD 20814-5301

Based on the certification below, Transferor claims exemption from the tax withholding requirements of § 10-912 of Maryland's Tax General Article. Section 10-912 states that certain tax payments must be withheld when a deed or other instrument that affects a change in ownership of real property is recorded. The requirements of § 10-912 do not apply when a transferor provides a certification of Maryland residency or certification that the transferred property is the transferor's principal residence.

1. Transferor Information	
Name of Transferor	Wendell B. Ward, Jr.

2. Reason for Exemption	
Resident Status	<input checked="" type="checkbox"/> I, Transferor, am a resident of the State of Maryland. <input type="checkbox"/> Transferor is a resident entity under § 10-912(A)(4) of Maryland's Tax General Article. I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.
Principal Residence	<input type="checkbox"/> Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC § 121 and is recorded as such with the State Department of Assessments and Taxation.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors	
 Witness	Wendell B. Ward, Jr. Name  Signature
3b. Entity Transferors	
Witness/Attest	Name of Entity By: Name Title



State of Maryland Land Instrument Intake Sheet
County: Montgomery

33657 354

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)

Certified By: *Kawita Kavita*
 (Kawita Kavita)
 Approved on: January 5 2007

1. Type(s) of Instruments	<input checked="" type="checkbox"/> Deed <input type="checkbox"/> Mortgage <input checked="" type="checkbox"/> Other POA <input type="checkbox"/> No Consideration Deed						
	<input checked="" type="checkbox"/> Deed of Trust <input type="checkbox"/> Lease <input type="checkbox"/> Other						
2. Conveyance Type	<input checked="" 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 Arms-Length[9]			
	<input type="checkbox"/> Refinance DOT with Two/Former Spouses to One Spouse Transfer	<input type="checkbox"/> Refinance DOT with One Spouse to Both Spouses Transfer	<input type="checkbox"/> Improved Residential	<input type="checkbox"/> Refinance			
3. Tax Exemption (if Applicable) Cite or Explain Authority	Recordation	N.A					
	State Transfer	N.A					
	County Transfer	N.A					
4. Consideration and Tax Calculation	Consideration Amount		Finance Office Use Only				
	Purchase Price/Consideration	\$1,250,000.00	Transfer Tax Consideration	\$1,250,000.00			
	Any New Mortgage	\$835,000.00	X 1.00 %	\$12,500.00			
	Balance of Existing Mortgage	\$0.00	Loss Exemption Amount	\$0.00			
	Other 1	\$0.00	Total Transfer Tax	\$12,500.00			
	Other 2	\$0.00	Recordation Tax Consideration (3.45 % per \$500)	\$1,200,000.00			
	Full Cash Value	\$1,250,000.00	TOTAL DUE	\$20,780.00			
	5. Fees	Recording Charge	\$20.00	\$20.00	Agent Tax Bill Allied Internet CBG Ag Tax Other		
Surcharge		\$20.00	\$20.00				
State Recordation Tax		\$8,280.00	\$0.00				
State Transfer Tax		\$3,125.00	\$0.00				
County Transfer Tax		\$12,500.00	\$0.00				
Other 1		\$20.00	\$0.00				
Other 2		\$0.00	\$0.00				
6. Description of Property SDAT requires submission of all application 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)	District	Property Tax ID No.(1)	Grantor Liber/Folio	Map	Parcel No.	Var. Loc.	
	07	03420995				(1 (5)	
	Subdivision Name	Lot (3a)	Block (3b)	Sec./AR (3c)	Plat Ref. (3d)	SqFt/Acreage (4)	
	208-JN 401 EDGEMOOR CODMPH	N/A				280	
	Location/Address of Property being Conveyed (2) (30 char. max.)						
	4821 MONTGOMERY LA Unit 401& Parking Spaces G2-22 & G2-23, BETHESDA, MD20814-5301						
	Other Property Identifiers (if applicable)			Water Meter Account Number			
	03422185 & 03422174						
	Residential <input checked="" type="checkbox"/>	Non-Residential <input type="checkbox"/>	Fee Simple <input checked="" type="checkbox"/>	Ground Rent <input type="checkbox"/>	Amount \$0.00		
	Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Discription/Amount of SqFt/Acreage Transferred:				
If Partial Conveyance, List Improvements Conveyed:							
7. Transferred From	Doc.1 - Grantor(s) Name(s)			Doc.2 - Grantor(s) Name(s)			
	WARD, WENDELL B JR			Walter P. Havenstein and Judith P. Havenstein			
8. Transferred To	Doc.1 - Grantee(s) Name(s)			Doc.2 - Grantee(s) Name(s)			
	Walter P. Havenstein and Judith P. Havenstein			PRLAP, Inc.			
	New Owner(s) (Grantee) Mailing Address						
9. Other Names to be Indexed	Doc.1 - Additional Names to be Indexed (Optional)			Doc.2 - Additional Names to be Indexed (Optional)			
				Bank of America, N.A.			
10. Contact/Mail Information	Name : Slegel, P. Joy Firm : Settlement Pros, Inc. Address : 4719 Chestnut St. Bethesda, MD - 20814 Telephone : (301) 907-8100			<input type="checkbox"/> Return to Contact Person <input type="checkbox"/> Hold For Pickup <input checked="" type="checkbox"/> Return Address Provided			

	<p>IMPORTANT: both the Original Deed and a Photocopy must accompany each transfer</p>
11. Assessment Information	<p>Will the property being conveyed be the grantee's/grantor's (for Deed of Trust) principal residence? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
	<p>Does transfer include personal property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
	<p>If yes, identify:</p>
	<p>Was property surveyed? If yes, attach copy of survey (if recorded, no copy is required) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
	<p>REMARKS: Parking Space taxes also paid Acct #03422174 Confirmation #263056462007/5155266 Acct #03422185 Confirmation #263056472007/5155510</p>
	<p>AFFIDAVIT</p>
11. Barcode date	

STATE OF MARYLAND, MONTGOMERY COUNTY, To-wit:

I, *John W. Debelius, III*, Presiding Judge of the Circuit Court for Montgomery County, State of Maryland, do hereby certify that the foregoing attestation is in due form and by the proper officer.

Given under my hand this 12th day of May A.D., 2014.



John W. Debelius III

Presiding Judge of the Circuit Court for
Montgomery County, Maryland

STATE OF MARYLAND, MONTGOMERY COUNTY, To-wit:

I hereby certify that the Honorable *John W. Debelius, III*, whose signature is subscribed to the foregoing certificate, was at the time of signing the same Presiding Judge of the Circuit Court for Montgomery County, Maryland, duly commissioned and qualified.

In Testimony Whereof I hereunto subscribe my name and affix the Seal of the Circuit Court for Montgomery County, Maryland, this 12th day of May, A.D., 2015.



Loretta E. Knight

Clerk of the Circuit Court for Montgomery
County, Maryland

STATE OF MARYLAND

COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of a
Deed

Recorded January 16, 2007 at 2:41 P.M.

In Liber 33657, Folio. 349, Int. L.E.K, Case #
of the Land Records of Montgomery County, Maryland.

IN TESTIMONY WHEREOF, I hereunto subscribe my name
and affix the Seal of the Circuit Court for MONTGOMERY
COUNTY, MARYLAND, this 13th day of May, 2014

Loretta E. Knight

Loretta E. Knight
Clerk of the Circuit Court for Montgomery County



EXHIBIT B

**IN THE RECORDS OF THE CIRCUIT COURT
FOR MONTGOMERY COUNTY, STATE OF MARYLAND,
AMONG OTHER PROCEEDINGS
IS THE FOLLOWING, TO WIT:**



Village File#: 60387-12P

Tax Identification: -3420995, 3422174, 3422185

This Deed

MONTGOMERY COUNTY, MD

APPROVED BY [Signature]

MAY 25 2012

Made this 23rd day of May, 2012, by and between

WALTER P. HAVENSTEIN AND JUDITH P. HAVENSTEIN,

parties of the first part, and

LINDA W. GRODIN,

party of the second part:

\$ 19,455.00 RECORDATION TAX PAID

\$ 12,350.00 TRANSFER TAX PAID

Witnesseth, that in consideration of the sum of \$1,235,000.00, receipt of which is hereby acknowledged, and which the parties of the first part hereby certify, under penalties of perjury, as the actual consideration paid or to be paid, the said parties of the first part hereby do grant and convey unto the party of the second part, in fee simple, as sole owner, all that property situate in the County of Montgomery, State of Maryland, described as follows:

SEE ATTACHED EXHIBIT "A"

which has an address of 4821 Montgomery Lane, Unit 401 & PS G2-22 & G2-23, Bethesda, MD 20814. Being the same property described in Liber 33657, folio 349, among the aforesaid Land Records.

Subject to covenants, easements and restrictions of record.

To Have and To Hold said land and premises above described or mentioned and hereby intended to be conveyed, together with the building and improvements thereupon erected, made or being, and all and every title, right, privilege, appurtenance and advantage thereunto belonging, or in anywise appertaining, unto and for the proper use, benefit and behalf of said party of the second part.

And the said parties of the first part covenant that they will warrant specially the property hereby conveyed and that they will execute such further assurances of land as may be requisite or necessary.

IMP FD SURE	48.00
RECORDING FEE	28.00
TR TAX STATE	6,175.00
TOTAL	6,235.00
Res# M006	Rcpt # 33911
LEK RC	Blk # 7494
May 30, 2012	03:43 PM

6175 -
20
HD
CA

MONTGOMERY COUNTY, MD
CLERK'S OFFICE
LORETTA E. KING
FILED

2012 MAY 30 PM 3:44

In Testimony Whereof, the said parties of the first part have set their hands and seals the day and year first above written.

Walter P. Havenstein (Seal)
Walter P. Havenstein

Judith P. Havenstein (Seal)
Judith P. Havenstein

State of Maryland, County of Montgomery, ss:

I hereby certify that on this 23rd day of May, 2012, before me, the undersigned subscriber, personally appeared Walter P. Havenstein and Judith P. Havenstein, known or satisfactorily proven to be the persons whose names are set forth in the within deed, and did further acknowledge that they executed the foregoing deed for the purposes therein contained.

Witness my hand and notarial seal.

My Commission Expires: 10/30/15



I certify that this instrument was prepared under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland.

Lisa C. Lamphier
Lisa C. Lamphier Attorney

Grants' Address: * 112 Dewitt Dr. Alton, NH 03809
Grantee's Address: Property Address
Title Insurer: First American Title Insurance Company
File Number: 60387-12P

AFTER RECORDING, PLEASE RETURN TO:

Village Settlements, Inc.
177 Kentlands Blvd
Suite 200
Gaithersburg, MD 20878

EXHIBIT A

Being known and designated as Condominium Unit (s) 401, Parking Space G2-22, and G2-23 in the EDGEMOOR CONDOMINIUM RESIDENCES, a condominium regime established by the Declaration of Condominium made by Edgemoor Apartments, LLC, dated September 9, 2003 and recorded September 11, 2003, among the Land Records of Montgomery County, Maryland, and any recorded amendments thereto as of the date hereof, and by Condominium Plats and Plans as per plat thereof recorded in Plat Book 8397 at plat 8411, together with an undivided percentage interest in and to the common elements of said Edgemoor Condominium Residences as set forth in said Condominium Declaration among the Land Records of Montgomery County, Maryland.

Exemption Affidavit

The Buyer/Grantee hereby swears or affirms under the penalty of perjury that the property herein conveyed is intended to be used as my/our principal residence by actually occupying the residence for at least 7 of the next 12 months.

X *Linda W. Grodin*
Linda W. Grodin

2012

MARYLAND
FORM

Certification of Exemption from Withholding Upon Disposition of Maryland Real Estate Affidavit of Residence or Principal Residence

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information

Name of Transferor

Walter P. Havenstein

2. Reasons for Exemption

Resident
Status

- I, Transferor, am a resident of the State of Maryland.
- Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR) 03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.

Principal
Residence

- Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 and is recorded as such with the State Department of Assessments and Taxation.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors

Witness

Walter P. Havenstein

Name

Signature

3b. Entity Transferors

Witness/Attest

Name of Entity

By

Name

Title

2012
MARYLAND
FORM

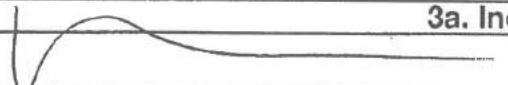
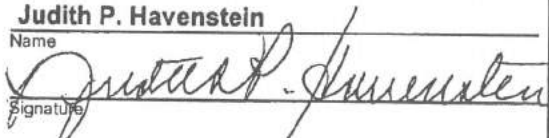
**Certification of Exemption from Withholding Upon
Disposition of Maryland Real Estate
Affidavit of Residence or Principal Residence**

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information	
Name of Transferor	
Judith P. Havenstein	

2. Reasons for Exemption	
Resident Status	<input type="checkbox"/> I, Transferor, am a resident of the State of Maryland. <input type="checkbox"/> Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR) 03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.
Principal Residence	<input checked="" type="checkbox"/> Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 and is recorded as such with the State Department of Assessments and Taxation.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors	
 _____ Witness	Name <u>Judith P. Havenstein</u> Signature 

3b. Entity Transferors	
_____ Witness/Attest	Name of Entity _____ By _____ Name _____ Title _____

State of Maryland Land Instrument Intake Sheet

[] City [X] County: Montgomery
Information provided is for the use of the Clerk's Office and State Department of Assessments and Taxation, and the County Finance Office only.
(Type or Print in Black Ink Only All Copies Must Be Legible)

1 Type(s) of Instruments
2 Conveyance Check Box
3 Tax Exemptions
4 Consideration and Tax Calculations
5 Fees
6 Description of Property
7 Transferred From
8 Transferred To
9 Other Names to Be Indexed
10 Contact/Mail Information
11 Assessment Information

CLERK'S NOTATION
Document submitted for recording in a condition not permitting satisfactory photographic reproduction.

STATE OF MARYLAND

COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of a
Deed

Recorded May 30, 2012 at 3:44 P.M.

In Liber 44076, Folio. 155, Int. L.E.K, Case #
of the Land Records of Montgomery County, Maryland.

IN TESTIMONY WHEREOF, I hereunto subscribe my name
and affix the Seal of the Circuit Court for MONTGOMERY
COUNTY, MARYLAND, this 13th day of May, 2014

Loretta E. Knight

Loretta E. Knight
Clerk of the Circuit Court for Montgomery County



STATE OF MARYLAND, MONTGOMERY COUNTY, To-wit:

I, *John W. Debelius, III*, Presiding Judge of the Circuit Court for Montgomery County, State of Maryland, do hereby certify that the foregoing attestation is in due form and by the proper officer.

Given under my hand this 12th day of May

A.D., 2014.



*Presiding Judge of the Circuit Court for
Montgomery County, Maryland*

STATE OF MARYLAND, MONTGOMERY COUNTY, To-wit:

I hereby certify that the Honorable *John W. Debelius, III*, whose signature is subscribed to the foregoing certificate, was at the time of signing the same Presiding Judge of the Circuit Court for Montgomery County, Maryland, duly commissioned and qualified.

In Testimony Whereof I hereunto subscribe my name and affix the Seal of the Circuit Court for Montgomery County, Maryland, this 12th day of May, A.D., 2015.



*Clerk of the Circuit Court for Montgomery
County, Maryland*

EXHIBIT C

Department of Finance

[Print Bill](#) | [FAQs](#) | [Search Bills](#) | [Tax Lien Sale](#)

Montgomery County Property Tax



REAL PROPERTY CONSOLIDATED TAX BILL
LEVY YEAR 2008
ANNUAL BILL
TAX PERIOD 07/01/2008-06/30/2009

ACCOUNT NUMBER	BILL NO.	PROPERTY ADDRESS	MORTGAGE	OCCUPANCY
03420995	28305078	4821 MONTGOMERY LA 401	BAC HOME LOAN SERVICING, LP	PRINCIPAL RESIDENCE
PROPERTY DESCRIPTION		HAVENSTEIN, WALTER P & JUDITH P		
UN 401 EDGEMOOR CODMPH		4821 MONTGOMERY LN APT 401 BETHESDA, MD 20814-6324		

LOT	BLOCK	DISTRICT	SUB	CLASS	REFUSE AREA	REFUSE UNIT	TAX DESCRIPTION	ASSESSMENT	RATE	TAX/CHARGE
		07	208	R038	R32L	1	STATE PROPERTY TAX	847,800	0.11	949.54
							COUNTY PROPERTY TAX	847,800	0.92	7,757.37
							SOLID WASTE CHARGE		20.45	20.45
							WATER QUAL PROTECT CHG (MFR)			1.86
							TOTAL			8,729.22
							CREDIT DESCRIPTION	ASSESSMENT	RATE	AMOUNT
							STATE HOMESTEAD CREDIT	-90,230	.112*	-101.06
							COUNTY HOMESTEAD CREDIT	-90,230	.915*	-825.60
							COUNTY PROPERTY TAX CREDIT			-579.00
							TOTAL CREDITS			-1,505.66
							PRIOR PAYMENTS ****			\$7,223.56
							INTEREST			
							TOTAL AMOUNT			\$0.00
							Amount Due by			\$0.00
							6/30/2014			\$0.00

SELECT PAYMENT OPTION

ELECTRONIC CHECK
 CREDIT CARD
 DEBIT CARD
 PERSONAL CHECK
 E CHECK History

There is no charge for using the Electronic Check payment method; however, you will be charged a convenience fee of approximately 2.5% of the payment when paying by credit or debit card

Department of Finance

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Montgomery County Property Tax



REAL PROPERTY CONSOLIDATED TAX BILL

LEVY YEAR 2009

ANNUAL BILL

TAX PERIOD 07/01/2009-06/30/2010

ACCOUNT NUMBER	BILL NO.	PROPERTY ADDRESS	MORTGAGE	OCCUPANCY
03420995	29304888	4821 MONTGOMERY LA 401	BAC HOME LOAN SERVICING, LP	PRINCIPAL RESIDENCE

PROPERTY DESCRIPTION UN 401 EDGEMOOR CODMPH	HAVENSTEIN, WALTER P & JUDITH P 4821 MONTGOMERY LN APT 401 BETHESDA, MD 20814-6324
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LOT	BLOCK	DISTRICT	SUB	CLASS	REFUSE AREA	REFUSE UNIT	TAX DESCRIPTION	ASSESSMENT	RATE	TAX/CHARGE
		07	208	Ro38	R32L	1	STATE PROPERTY TAX	1,006,900	0.11	1,127.73
							COUNTY PROPERTY TAX	1,006,900	0.92	9,223.21
							SOLID WASTE CHARGE		20.48	20.48
TOTAL										10,371.42
							CREDIT DESCRIPTION	ASSESSMENT	RATE	AMOUNT
							STATE HOMESTEAD CREDIT	-173,573	.112*	-194.40
							COUNTY HOMESTEAD CREDIT	-173,573	.916*	-1,589.93
							COUNTY PROPERTY TAX CREDIT			-690.00
TOTAL CREDITS										-2,474.33
PRIOR PAYMENTS ****										\$7,897.09
INTEREST										
TOTAL AMOUNT										\$0.00
Amount Due by										\$0.00
6/30/2014										\$0.00

SELECT PAYMENT OPTION

ELECTRONIC CHECK	CREDIT CARD	DEBIT CARD	PERSONAL CHECK	E CHECK History
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There is no charge for using the Electronic Check payment method; however, you will be charged a convenience fee of approximately 2.5% of the payment when paying by credit or debit card

Department of Finance

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Montgomery County Property Tax



REAL PROPERTY CONSOLIDATED TAX BILL

LEVY YEAR 2010

ANNUAL BILL

TAX PERIOD 07/01/2010-06/30/2011

ACCOUNT NUMBER	BILL NO.	PROPERTY ADDRESS	MORTGAGE	OCCUPANCY
03420995	30304728	4821 MONTGOMERY LA 401	BAC TAX SERVICES CORPORATION	PRINCIPAL RESIDENCE

PROPERTY DESCRIPTION UN 401 EDGEMOOR CODMPH	HAVENSTEIN, WALTER P & JUDITH P 4821 MONTGOMERY LN APT 401 BETHESDA, MD 20814-6324
---	---

LOT	BLOCK	DISTRICT	SUB	CLASS	REFUSE AREA	REFUSE UNIT	TAX DESCRIPTION	ASSESSMENT	RATE	TAX/CHARGE
		07	208	R038			STATE PROPERTY TAX	1,166,000	0.11	1,305.92
							COUNTY PROPERTY TAX	1,166,000	0.92	10,668.90
							SOLID WASTE CHARGE		20.25	20.25
TOTAL										11,995.07
					R32L		STATE HOMESTEAD CREDIT	-249,341	.112*	-279.26
						1	COUNTY HOMESTEAD CREDIT	-249,341	.915*	-2,281.46
							COUNTY PROPERTY TAX CREDIT			-692.00
TOTAL CREDITS										-3,252.72
PRIOR PAYMENTS ****										\$8,742.35
INTEREST										
TOTAL AMOUNT										\$0.00
Amount Due by										\$0.00
6/30/2014										

SELECT PAYMENT OPTION

ELECTRONIC CHECK
 CREDIT CARD
 DEBIT CARD
 PERSONAL CHECK
 E CHECK History

There is no charge for using the Electronic Check payment method; however, you will be charged a convenience fee of approximately 2.5% of the payment when paying by credit or debit card

Department of Finance

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Montgomery County Property Tax



REAL PROPERTY CONSOLIDATED TAX BILL
LEVY YEAR 2011
ANNUAL BILL
TAX PERIOD 07/01/2011-06/30/2012

ACCOUNT NUMBER	BILL NO.	PROPERTY ADDRESS	MORTGAGE	OCCUPANCY
03420995	31307548	4821 MONTGOMERY LN 401	BAC TAX SERVICES CORPORATION	PRINCIPAL RESIDENCE

PROPERTY DESCRIPTION UN 401 EDGEMOOR CODMPH	HAVENSTEIN WALTER P & JUDITH P 4821 MONTGOMERY LN APT 401 BETHESDA, MD 20814-6324
---	--

LOT	BLOCK	DISTRICT	SUB	CLASS	REFUSE AREA	REFUSE UNIT	TAX DESCRIPTION	ASSESSMENT	RATE	TAX/CHARGE
		07	208	R038	R32L	1	STATE PROPERTY TAX	1,016,000	0.11	1,137.92
							COUNTY PROPERTY TAX	1,016,000	0.96	9,743.44
							SOLID WASTE CHARGE		20.56	20.56
							WATER QUAL PROTECT CHG (MFR)			1.05
							TOTAL			10,902.97
							CREDIT DESCRIPTION		ASSESSMENT RATE	AMOUNT
							STATE HOMESTEAD CREDIT	-7,675	.112*	-8.60
							COUNTY HOMESTEAD CREDIT	-7,675	.959*	-73.60
							COUNTY PROPERTY TAX CREDIT			-692.00
							TOTAL CREDITS			-774.20
							PRIOR PAYMENTS *****			\$10,128.77
							INTEREST			
							TOTAL AMOUNT			\$0.00
							Amount Due by			\$0.00
							6/30/2014			

SELECT PAYMENT OPTION

- ELECTRONIC CHECK
 CREDIT CARD
 DEBIT CARD
 PERSONAL CHECK
 E CHECK History

There is no charge for using the Electronic Check payment method; however, you will be charged a convenience fee of approximately 2.5% of the payment when paying by credit or debit card

EXHIBIT D

<p>Maryland Assessment Procedures Manual</p>
--

CATEGORY:**TAX CREDITS012****SUBJECT:****Homestead Credit150****TOPIC:****Eligibility⁰¹⁰
Requirements****Date Issued****Revision #4****9/4/79****5/19/95**001: Procedures004: Owners008: Taxable
Property009: Exemptions012: Credits014: Valuation018: Operating
Propertyof Utilities and
Railroads019: Real
Property029: Notices045: Assessment
Records067: Allowances
and
Removal229: Maryland
Tax Court232:
Administration255: Appeals300: Triennial
Assessments350: Personal
Property

A "homestead property tax credit" is provided in Tax-Property Article §9-105 for a homeowner's principal residence which is subject to certain percentage increases in assessment over the previous taxable year. The credit is based on the amount by which the current year's taxable assessment exceeds the prior year by 110% for State tax purposes and the same or a lesser percentage for local tax purposes as adopted by the County government or municipal corporations.

The credit is available on only one "principal residence", and the homeowner must actually occupy or expect to occupy the dwelling for more than 6 months of a 12 month period beginning with the date of finality and including July 1 for the taxable year for which this credit is sought. In cases where spouses own two dwellings and claim each occupies one of the residences, the credit will be granted only on the one property used as the principal residence unless the couple is legally separated. There have been several court cases involving tax credits as well as Internal Revenue Service Regulations holding that the "notion of

375: Personal
Property

marriage" would be contravened to allow more than one residence.

Alphabetical
Index

Numerical Index

"Principal residence" has been defined to mean the "one dwelling where the homeowner regularly resides and is the location designated by the owner for the legal purposes of voting, obtaining a driver's license, and filing income tax returns." COMAR 18.07.03.01(B)(3). The Department has the right to request information in a sworn affidavit to verify residency. §2-218(A) Tax-Property Article (1995). The homeowner must have a sufficient legal interest in the property, and legal title in a homeowner controlled corporation does not meet the statutory test. Homestead eligibility questions should be directed to the Associate Director.

The Department will attempt to verify homeowner occupancy through several means including the presentation of the initial recording of the deed, the triennial physical inspection, and the principal residence designation shown on the assessment notice and property tax bill. The attached letter will be used when the mailing and premise addresses do not match, or there is any other cause to verify the owner occupancy status of the property. By law, the failure of the property owner to provide the requested information within 30 days from the date of the request will result in the dwelling being designated as not a principal residence. §2-218(C) Tax-Property Article.

Attachment: 1

[SDAT Home](#)

[Previous](#)

[Next](#)

[Updates](#)

EXHIBIT E

IN THE RECORDS OF THE CIRCUIT COURT
FOR MONTGOMERY COUNTY, STATE OF MARYLAND,
AMONG OTHER PROCEEDINGS
IS THE FOLLOWING, TO WIT:

CLERK 33657 356

03422185#
03422174#

Return To: LOAN # 6348691582
FL9-700-01-01
JACKSONVILLE POST CLOSING
BANK OF AMERICA
9000 SOUTHSIDE BLVD.
BLDG 700, FILE RECEIPT DEPT.
JACKSONVILLE, FL 32256

TAX ID: 03420995#
OUR FILE: FJS061223R
PRINCIPAL RESIDENCE

Title Insurer: Ticor Title
Insurance Company

Prepared By: KELLIE MUNGIN
BANK OF AMERICA
21000 NW EVERGREEN PKWY
HILLSBORO, OR 971247121

2007 JAN 16 P 2:42

FILED
LORETTA E. KNIGHT
CLERK'S OFFICE
MONTGOMERY, MD.

[Space Above This Line For Recording Data]

Purchase Money
DEED OF TRUST

LOAN # 6348691582

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 JANUARY 04, 2007 together with all Riders to this document.

(B) "Borrower" is WALTER P HAVENSTEIN AND JUDITH P HAVENSTEIN by
Walter P. Havenstein her attorney
in fact

Borrower is the trustor under this Security Instrument.

(C) "Lender" is BANK OF AMERICA, N.A.

Lender is a NATIONAL BANKING ASSOCIATION
organized and existing under the laws of THE UNITED STATES OF AMERICA

IMP FD SURE 20.00
RECORDING FEE 20.00
TOTAL 40.00
Reg # MD07 Rept # 23463
LEK NVE Blk # 4855
Jan 16, 2007 02:41 PM

MARYLAND - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP -6(MD) (0005)

Form 3021 1/01

Page 1 of 15

Initials: [Signature] DATE: 12/28/06 5:50 PM 6348691582

VMP MORTGAGE FORMS - (800)521-7291



20
20
uk

33657 357

Lender's address is 21000 NW EVERGREEN PKWY, HILLSBORO, OR 971247121

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is PRLAP, INC.

(E) "Note" means the promissory note signed by Borrower and dated JANUARY 04, 2007. The Note states that Borrower owes Lender EIGHT HUNDRED THIRTY FIVE THOUSAND AND 00/100 Dollars

(U.S. \$ 835,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than FEBRUARY 01, 2037

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

(G) "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.

(H) "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
- VA Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- 1-4 Family Rider
- Other(s) [specify]

(I) "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.

(J) "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.

(K) "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.

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

(M) "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.

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

(O) "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.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), 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.

(Q) "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

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 of MONTGOMERY :

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
"LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF."

Parcel ID Number: 03420995/03422174, /03422185
4821 MONTGOMERY LANE 401
BETHESDA
("Property Address"):

which currently has the address of
[Street]
[City], Maryland 20814 [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 COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, 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 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

WAF / SPH by JT

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 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 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. 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 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 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.

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, 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 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 FIVE % 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.

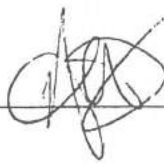
23. **Release.** Upon payment of all sums secured by this Security Instrument, Lender or Trustee, shall release this Security Instrument and mark the Note "paid" and return the Note to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, 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.

Witnesses:



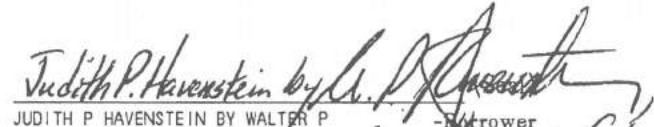
 (Seal)
WALTER P. HAVENSTEIN -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower


_____ (Seal)
-Borrower


JUDITH P HAVENSTEIN BY WALTER P HAVENSTEIN, HER ATTORNEY IN FACT
-Borrower *her attorney in fact*

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

STATE OF MARYLAND, Montgomery County ss:
I Hereby Certify, That on this 4 day of 1/2007, before me, the
subscriber, a Notary Public of the State of Maryland, in and for the above
personally appeared

Walter P. Havenstein

known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge that he/she/they executed the same for the purposes therein contained.

AS WITNESS: my hand and notarial seal.
My Commission Expires:



P. JOY SIEGEL
Notary Public, State of Maryland
County of Montgomery
My Commission Expires March 1, 2007

P. Joy Siegel
Notary Public

STATE OF MD Montgomery County ss:
I Hereby Certify, That on this 4 day of 1/2007, before me, the
subscriber, a Notary Public of the State of MD and for the above
personally appeared Anne Marie Decker

the agent of the party secured by the foregoing Deed of Trust, and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth and that the actual sum of money advanced at the closing transaction by the secured party was paid over and disbursed by the party or parties secured by the Deed of Trust to the Borrower or to the person responsible for disbursement of funds in the closing transaction or their respective agent at a time not later than the execution and delivery by the Borrower of this Deed of Trust; and also made oath that he is the agent of the party or parties secured and is duly authorized to make this affidavit.

AS WITNESS: my hand and notarial seal.
My Commission Expires:



P. JOY SIEGEL
Notary Public, State of Maryland
County of Montgomery
My Commission Expires March 1, 2007

P. Joy Siegel
Notary Public

This is to certify that the within instrument was prepared



LOAN # 6348691582

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 4TH day of JANUARY, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to BANK OF AMERICA, N.A.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 4821 MONTGOMERY LANE 401, BETHESDA, MD 20814

(Property Address)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 5.250 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the FIRST day of FEBRUARY, 2012, and on that day every 12TH month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is:

MULTISTATE ADJUSTABLE RATE RIDER - Single Family MGNR 12/28/06 5:50 PM 6348691582

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BS899R (0402)

VMP Mortgage Solutions, Inc. (800)521-7291

JPA by WPA/H

33657 372

THE ONE-YEAR LONDON INTERBANK OFFERED RATE ("LIBOR") WHICH IS THE AVERAGE OF INTERBANK OFFERED RATES FOR ONE-YEAR U.S. DOLLAR-DENOMINATED DEPOSITS IN THE LONDON MARKET, AS PUBLISHED IN THE WALL STREET JOURNAL. THE MOST RECENT INDEX FIGURE AVAILABLE AS OF THE DATE 45 DAYS BEFORE EACH CHANGE DATE IS CALLED THE "CURRENT INDEX."

If the Index is no longer available, the Note Holder will choose a new Index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE-QUARTER percentage points (2.250 %) to the Current Index. The Note Holder will then round the result of this addition to the Nearest Next Highest Next Lowest ONE-EIGHTH OF ONE PERCENTAGE POINT (0.125 %). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

Interest-Only Period

The "Interest-only Period" is the period from the date of this Note through FEBRUARY 01 , 2017 . For the interest-only period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to pay the interest which accrues on the unpaid principal of my loan. The result of this calculation will be the new amount of my monthly payment.

The "Amortization Period" is the period after the interest-only period. For the amortization period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

JPH by WAA/H

(D) Limits on Interest Rate Changes

(Please check appropriate boxes; if no box is checked, there will be no maximum limit on changes .)

- (1) There will be no maximum limit on interest rate changes.
- (2) The interest rate I am required to pay at the first Change Date will not be greater than _____ % or less than _____ %.
- (3) My interest rate will never be increased or decreased on any single Change Date by more than _____ percentage points (_____ %) from the rate of interest I have been paying for the preceding period.
- (4) My interest rate will never be greater than 10.250 _____ %, which is called the "Maximum Rate."
- (5) My interest rate will never be less than _____ %, which is called the "Minimum Rate."
- (6) My interest rate will never be less than the initial interest rate.
- (7) The interest rate I am required to pay at the first Change Date will not be greater than 10.250 _____ % or less than 2.250 _____. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO percentage points (2.000 %) from the rate of interest I have been paying for the preceding period.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

JPH by WAT

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

(1) WHEN MY INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION 4 ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION B(2) BELOW SHALL THEN CEASE TO BE IN EFFECT, AND UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT SHALL INSTEAD BE DESCRIBED AS FOLLOWS:

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 the 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 a 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

JRH by WAA/H

If Lender exercises the option to require immediate payment in full, 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.

(2) UNTIL MY INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION 4 ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT SHALL READ AS FOLLOWS:

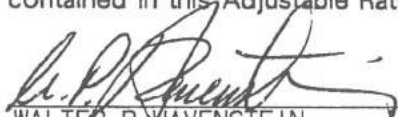
TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. AS USED IN THIS SECTION 18, "INTEREST IN THE PROPERTY" MEANS ANY LEGAL OR BENEFICIAL INTEREST IN THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THOSE BENEFICIAL INTERESTS TRANSFERRED IN A BOND FOR DEED, CONTRACT FOR DEED, INSTALLMENT SALES 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 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.

JPH by WAK/R

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.


WALTER P HAVENSTEIN (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

JUDITH P. HAVENSTEIN BY  HER ATTORNEY IN FACT (Seal)
JUDITH P HAVENSTEIN BY WALTER P HAVENSTEIN, HER ATTORNEY IN FACT -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

LOAN # 6348691582

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 4TH day of JANUARY, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to BANK OF AMERICA, N.A.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

4821 MONTGOMERY LANE 401
BETHESDA, MD 20814

(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

EDGMOOR CONDOS

(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

MULTISTATE CONDOMINIUM RIDER - Single Family

BS8R (0411)

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JPH by WAA/SA

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear

JPH by WPA/H

interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Condominium Rider.

Walter P. Havenstein (Seal)
WALTER P HAVENSTEIN -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

Judith P. Havenstein by W. P. Havenstein, Her Attorney in Fact (Seal)
JUDITH P HAVENSTEIN BY WALTER P HAVENSTEIN, HER ATTORNEY IN FACT -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

File Number:
PJS061223R

EXHIBIT "A"

Being known and designated as Condominium Unit (s) 401, Parking Space G2-22, and G2-23 in the EDGEMOOR CONDOMINIUM RESIDENCES, a condominium regime established by the Declaration of Condominium made by Edgemoor Apartments, LLC, dated September 9, 2003 and recorded September 11, 2003, among the Land Records of Montgomery County, Maryland, and any recorded amendments thereto as of the date hereof, and by Condominium Plats and Plans as per plat thereof recorded in Plat Book 8397 at plat 8411, together with an undivided percentage interest in and to the common elements of said Edgemoor Condominium Residences as set forth in said Condominium Declaration among the Land Records of Montgomery County, Maryland.

BEING the fee simple property which, by Deed dated September 26, 2003, and recorded October 29, 2003 in the Land Records of the County of Montgomery, Maryland, in Liber 25696, Folio 115, was granted and conveyed by Edgemoor Apartments, LLC unto Wendell B. Ward, Jr..

CERTIFICATE OF PREPARATION

THIS IS TO CERTIFY THAT THE WITHIN INSTRUMENT HAS BEEN PREPARED BY OR UNDER THE SUPERVISION OF P. JOY SIEGEL, THE UNDERSIGNED MARYLAND ATTORNEY.


P. Joy Siegel, Attorney at Law



State of Maryland Land Instrument Intake Sheet

County: **Montgomery**

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.

33657 381

Certified By: *Kavita Chawla*

(Chawla Kavita)

(Type or Print in Black Ink Only - All Copies Must Be Legible)

Approved on: **January 5 2007**

<input type="checkbox"/> Check box if Addendum Intake Form is Attached																																																																																																					
1. Type(s) of Instruments	<input checked="" type="checkbox"/> Deed <input type="checkbox"/> Mortgage <input checked="" type="checkbox"/> Other POA <input type="checkbox"/> No Consideration Deed <input checked="" type="checkbox"/> Deed of Trust <input type="checkbox"/> Lease <input type="checkbox"/> Other																																																																																																				
2. Conveyance Type	<input checked="" 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 Arms-Length[9] <input type="checkbox"/> Refinance <input type="checkbox"/> Refinance DOT with Two/Former Spouses to One Spouse Transfer <input type="checkbox"/> Refinance DOT with One Spouse to Both Spouses Transfer <input type="checkbox"/> Improved Residential																																																																																																				
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6. Description of Property SDAT requires submission of all application 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)	<table border="1"> <thead> <tr> <th>District</th> <th>Property Tax ID No.(1)</th> <th>Grantor Lib./Folio</th> <th>Map</th> <th>Parcel No.</th> <th>Var. LOC</th> </tr> </thead> <tbody> <tr> <td>07</td> <td>03420995</td> <td></td> <td></td> <td></td> <td>[] (5)</td> </tr> <tr> <th>Subdivision Name</th> <th>Lot (3a)</th> <th>Block (3b)</th> <th>Sec./R (3c)</th> <th>Plat Ref.</th> <th>SqFt/Acreage(4)</th> </tr> <tr> <td>208-UN 401 EDGEMOOR CODMPH</td> <td>N/A</td> <td></td> <td></td> <td></td> <td>280</td> </tr> <tr> <th colspan="6">Location/Address of Property being Conveyed(2)</th> </tr> <tr> <td colspan="6">4821 MONTGOMERY LA Unit 401& Parking Spaces G2-22 & G2-23, BETHESDA, MD20814-5301</td> </tr> <tr> <th colspan="3">Other Property Identifiers (if applicable)</th> <th colspan="3">Water Meter Account Number</th> </tr> <tr> <td colspan="3">03422185 & 03422174</td> <td colspan="3"></td> </tr> <tr> <td colspan="6"> Residential <input checked="" type="checkbox"/> Non-Residential <input type="checkbox"/> Simple <input checked="" type="checkbox"/> Grant Ret. <input type="checkbox"/> Amount \$0.00 Partial Conveyance <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Description/Amount of SqFt/Acreage Transferred: If Partial Conveyance, List Improvements Conveyed: </td> </tr> <tr> <td rowspan="2">7. Transferred From</td> <td colspan="3">Doc.1 - Grantor(s) Name(s)</td> <td colspan="3">Doc.2 - Grantor(s) Name(s)</td> </tr> <tr> <td colspan="3">WARD, WENDELL B JR</td> <td colspan="3">Walter P. Havenstein and Judith P. Havenstein</td> </tr> <tr> <td rowspan="2">8. Transferred To</td> <td colspan="3">Doc.1 - Grantee(s) Name(s)</td> <td colspan="3">Doc.2 - Grantee(s) Name(s)</td> </tr> <tr> <td colspan="3">Walter P. Havenstein and Judith P. Havenstein</td> <td colspan="3">PRLAP, Inc.</td> </tr> <tr> <td rowspan="2">9. Other Names to be Indexed</td> <td colspan="3">Agent Name(s) to be Indexed (Optional)</td> <td colspan="3">Agent Name(s) to be Indexed (Optional)</td> </tr> <tr> <td colspan="3"></td> <td colspan="3">Bank of America, N.A.</td> </tr> <tr> <td rowspan="2">10. Contact/Mail Information</td> <td colspan="3">Name: Siegel, P. Joy Firm: Settlement Pros, Inc. Address: 4719 Chestnut St. Bethesda, MD - 20814 Telephone: (301) 907-8100</td> <td colspan="3"> <input type="checkbox"/> Return to Contact Person <input type="checkbox"/> Hold For Pickup <input checked="" type="checkbox"/> Return Address Provided </td> </tr> </tbody></table>	District	Property Tax ID No.(1)	Grantor Lib./Folio	Map	Parcel No.	Var. LOC	07	03420995				[] (5)	Subdivision Name	Lot (3a)	Block (3b)	Sec./R (3c)	Plat Ref.	SqFt/Acreage(4)	208-UN 401 EDGEMOOR CODMPH	N/A				280	Location/Address of Property being Conveyed(2)						4821 MONTGOMERY LA Unit 401& Parking Spaces G2-22 & G2-23, BETHESDA, MD20814-5301						Other Property Identifiers (if applicable)			Water Meter Account Number			03422185 & 03422174						Residential <input checked="" type="checkbox"/> Non-Residential <input type="checkbox"/> Simple <input checked="" type="checkbox"/> Grant Ret. <input type="checkbox"/> Amount \$0.00 Partial Conveyance <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Description/Amount of SqFt/Acreage Transferred: If Partial Conveyance, List Improvements Conveyed:						7. Transferred From	Doc.1 - Grantor(s) Name(s)			Doc.2 - Grantor(s) Name(s)			WARD, WENDELL B JR			Walter P. Havenstein and Judith P. Havenstein			8. Transferred To	Doc.1 - Grantee(s) Name(s)			Doc.2 - Grantee(s) Name(s)			Walter P. Havenstein and Judith P. Havenstein			PRLAP, Inc.			9. Other Names to be Indexed	Agent Name(s) to be Indexed (Optional)			Agent Name(s) to be Indexed (Optional)						Bank of America, N.A.			10. Contact/Mail Information	Name: Siegel, P. Joy Firm: Settlement Pros, Inc. Address: 4719 Chestnut St. Bethesda, MD - 20814 Telephone: (301) 907-8100			<input type="checkbox"/> Return to Contact Person <input type="checkbox"/> Hold For Pickup <input checked="" type="checkbox"/> Return Address Provided		
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11. Assessment Information	IMPORTANT: both the Original Deed and a Photocopy must accompany each transfer
	Will the property being conveyed be the grantee's/grantor's (or Deed of Trust) principal residence? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	Does transfer include personal property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 33651 382
	If yes, identify:
	Was property surveyed? If yes, attach copy of survey (if recorded, no copy is required) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
REMARKS: Parking Space (also see Act #03422177 Information #26305646200716165255 Act #03422185 Confirmation #26305647200716155510)	
AFFIDAVIT:	
11. Barcode data	

STATE OF MARYLAND, MONTGOMERY COUNTY, To-wit:

I, *John W. Debelius, III*, Presiding Judge of the Circuit Court for Montgomery County, State of Maryland, do hereby certify that the foregoing attestation is in due form and by the proper officer.

Given under my hand this 12th day of May

A.D., 2014.



A handwritten signature in black ink, appearing to read 'John W. Debelius, III', written over a horizontal line.

*Presiding Judge of the Circuit Court for
Montgomery County, Maryland*

STATE OF MARYLAND, MONTGOMERY COUNTY, To-wit:

I hereby certify that the Honorable *John W. Debelius, III*, whose signature is subscribed to the foregoing certificate, was at the time of signing the same Presiding Judge of the Circuit Court for Montgomery County, Maryland, duly commissioned and qualified.

In Testimony Whereof I hereunto subscribe my name and affix the Seal of the Circuit Court for Montgomery County, Maryland, this 12th day of May, A.D., 2015.



A handwritten signature in black ink, appearing to read 'Loretta E. Knight', written over a horizontal line.

*Clerk of the Circuit Court for Montgomery
County, Maryland*

STATE OF MARYLAND

COUNTY OF MONTGOMERY, to wit:

**I HEREBY CERTIFY that the foregoing is a full, true and correct copy of a
Deed of Trust**

Recorded January 16, 2007 at 2:42 P.M.

**In Liber 33657, Folio. 356, Int. L.E.K, Case #
of the Land Records of Montgomery County, Maryland.**

**IN TESTIMONY WHEREOF, I hereunto subscribe my name
and affix the Seal of the Circuit Court for MONTGOMERY
COUNTY, MARYLAND, this 13th day of May, 2014**

Loretta E. Knight

Loretta E. Knight
Clerk of the Circuit Court for Montgomery County



EXHIBIT F

[Try Another Page](#) | [Return to Search Page](#)

11.17.21.04

.04 Source Documents for Proof of Age, Name, Identity, and Residence.

A. An applicant, to establish proof of age, name, and identity, shall submit a valid, unexpired passport or a valid unexpired consular ID document, meeting the issuance standards established by the Administration.

B. If an applicant is unable to provide the documentation required by §A, the applicant shall submit two of the following, accompanied by an English translation, one of which shall contain a photo not more than 8 years old;

- (1) Foreign (non-U.S.) drivers' license;
- (2) Original or certified copy foreign (non-U.S.) civil birth certificate;
- (3) National identification card or national voter card displaying applicant's photo, name, date of birth;
- (4) State license;
- (5) State identification card;
- (6) US military dependent identification card;
- (7) US military identification card;
- (8) Certified State school record, on a form provided by the Administration, not more than 12 months old;
- (9) I-766 Employment Authorization Document; or
- (10) Any other documents adopted as acceptable by the Administration through written approval.

C. Source Documents for Residency.

(1) To establish Maryland residency, an applicant for a non-compliant license or identification card shall submit at least two source documents. The address on source documents shall match the address on the application and may not be from the same business, company, or agency. The residency source documents include:

- (a) Maryland vehicle registration card or title;
- (b) Utility, telephone, or cable or satellite TV bill;
- (c) Checking or savings account statement;
- (d) Life insurance card or policy over 3 years old;
- (e) Property tax bill or receipt;
- (f) Mortgage account or proof of home ownership;
- (g) Residential rental contract, an apartment lease, or other rental of real property;
- (h) First class mail from a federal, state, or local government agency to include the contents and envelope, excluding mail from the Administration;
- (i) Installment contract from a bank or other financial institution;

(j) Sales tax or business license;

(k) Major credit card bill;

(l) Residential service contract for services performed at the address of residence, for example, cable or satellite television service, TV repairs, lawn service, or exterminator contract;

(m) Court order of probation, order of parole, or order of mandatory release;

(n) Cancelled check with imprinted name and address; or

(o) Selective Service Card.

(2) A post office box number may only be used if in conjunction with the applicant's address and in the same zip code area. The use of a private mail drop is not permitted.

D. To establish proof of Maryland income tax filings for the preceding 2 tax years, the applicant shall submit a certified letter from the Comptroller reflecting the applicant's ITIN or SSN.

E. Applicants requesting a name change or to establish a name other than the name that appears on a source document shall submit documentation issued by a court, governmental body, or other entity acceptable to the Administration, accompanied by an English translation, to include:

(1) Certified copy of a court order pertaining to the name change;

(2) Original or certified copy of a marriage certificate;

(3) Original or certified copy of a divorce decree; or

(4) Original or certified copy of a birth certificate.

EXHIBIT G

EX-10.3 4 dex103.htm AGREEMENT

Exhibit 10.3

June 22, 2009

Walter P. Havenstein
Bethesda, MD 20814

Douglas E. Scott
Executive Vice President & General Counsel
SAIC, Inc.
10250 Campus Point Drive
San Diego, CA 92121

Dear Messrs. Havenstein and Scott:

You have asked BAE Systems, Inc. partially to waive Paragraphs 11(a)(i) and (iv) of the Executive Employment Agreement between Mr. Havenstein and BAE Systems dated December 1, 2006 (the "Employment Agreement"), so as to permit Mr. Havenstein to accept an offer of employment to serve as Chief Executive Officer of SAIC, Inc., if such an offer is made. BAE Systems agrees to grant such a partial waiver subject to the terms set forth below. These restrictions are intended to reduce the risk of conflicts of interest and to protect the interests of our customers and shareholders.

Until July 1, 2010, Mr. Havenstein will recuse himself from and not participate on behalf of SAIC, Inc. or any subsidiary or affiliate (collectively "SAIC") in any way in any of the areas or programs listed in the attached Appendix A (the "Restricted Businesses"). Mr. Havenstein will not participate on behalf of SAIC in any strategic, tactical or substantive discussion regarding the Restricted Businesses either internally within SAIC or externally with customers or others. This includes discussions regarding business development, competitive landscape, customer requirements, customer relations, political considerations, investments, program performance and execution, financial accounting issues, legal considerations and human resource issues that in whole or in part relate specifically to one or more of the Restricted Businesses. This paragraph does not, however, preclude Mr. Havenstein from reviewing aggregated data or participating in general personnel or management activities simply because they include data or involve personnel from the Restricted Businesses. Specifically, the parties agree that this paragraph does not preclude Mr. Havenstein from participating in the more broad-based company activities listed in Appendix B.

For 18 months from the date of this Agreement, neither Mr. Havenstein nor SAIC, directly or indirectly, will employ or retain (as an employee, consultant or otherwise) any individual who is a senior employee of BAE Systems, Inc., or any subsidiary or affiliate thereof, (collectively the "BAE Systems Group") as of or subsequent to the

date of this Agreement. For purposes of this Agreement, a senior employee is one who has or had a position of vice president or above (i.e., vice president, executive vice president, senior vice president or president) with any member of the BAE Systems Group.

BAE Systems' partial waiver of Paragraphs 11(a)(i) and (iv) will be effective 90 days after Mr. Havenstein agrees to accept the position of Chief Executive Officer for SAIC, Inc. (if he is offered and accepts such position).

Paragraphs 12 and 13 of the Employment Agreement shall apply to this Agreement and SAIC specifically agrees to be bound by those provisions with regard to any matter related hereto.

All terms of Mr. Havenstein's Employment Agreement other than Paragraphs 11(a)(i) and (iv) (which are partially waived) remain in full force and effect. The entire Employment Agreement remains Confidential Information, proprietary to BAE Systems.

This Agreement, like the Employment Agreement, shall be construed under the laws of the State of Maryland, without regard to its choice of law provisions. This Agreement may not be modified or terminated other than by a writing executed by all parties. This Agreement expires as of June 26, 2009 if Mr. Havenstein has not received and accepted the position of Chief Executive Officer for SAIC, Inc. prior to that date.

Please acknowledge your agreement to the foregoing by executing this Agreement below.

BAE Systems, Inc.

By: /s/ Sheila C. Cheston
Sheila C. Cheston
Senior Vice President,
General Counsel & Secretary

Agreed:

/s/ Walter P. Havenstein
Walter P. Havenstein

SAIC, Inc.

By: /s/ Douglas E. Scott
Douglas E. Scott
Executive Vice President &
General Counsel

Appendix A

Image intelligence collection and processing programs for NGA.

Programs for NSA or DISA for the purpose of developing (1) computer network attack technology or applications or (2) computer network defense technology or applications

MRAP (including production, readiness, support and sustainment), and readiness, support and sustainment activities for other land vehicles where BAE Systems is or was the prime contractor on the platform

FCS program and consideration of how to restructure or replace the program, or otherwise to satisfy the requirements it was intended to meet. Alternative programs to satisfy the requirements for network and/or communications infrastructure, ground-based ESM (including unattended ground sensors), ground vehicles and/or artillery (in each case, including readiness, support and sustainment).

Appendix B

Review of Corporate, Group or Business Unit aggregated financial performance data that includes financial performance data for the Restricted Businesses

Review of Corporate, Group or Business Unit aggregated current or future fiscal year budget and financial planning data that includes data from the Restricted Businesses

Involvement in employee performance reviews or development and compensation processes for operational managers whose span of control includes Restricted Businesses

Consideration of organizational changes that impact a Group or Business Unit that includes Restricted Businesses

Participation in CEO Quarterly Operational Reviews of an SAIC Group: currently (i) Defense Solutions Group, (ii) Intelligence, Security and Technology Group, (iii) Infrastructure, Logistics and Product Solutions Group, and (iv) Information Technology and Network Solutions Group. Operational Reviews cover quarterly or annual performance highlights, future quarter and annual financial forecast, financial performance against plan, business development, human resources and program execution.

Participation in discussions or decisions involving strategy, tactics, business development, competition, customer requirements or relations, political considerations, investments, program performance or execution, financial or accounting issues, legal considerations or human resource issues that do not, in whole or in part, relate specifically to one or more of the Restricted Businesses.

Provided, however, that nothing in this Agreement (including this Appendix B) shall authorize Mr. Havenstein to participate (and Mr. Havenstein will not participate) in any discussion or decision that is in whole or in part specifically related to one or more of the Restricted Businesses, including any discussion of or decision on strategy, tactics, business development, competition, customer requirements or relations, political considerations, investments, program performance or execution, financial or accounting issues, legal considerations or human resource issues that is in whole or in part related specifically to one or more of the Restricted Businesses.

EXHIBIT H

1 of 1 DOCUMENT

The San Diego Union-Tribune

September 25, 2009 Friday

SAIC not planning major S.D. job cuts with move; Company makes it official: Corporate HQ headed for D.C. area

BYLINE: Mike Freeman, STAFF WRITER

SECTION: BUSINESS; Pg. E-1

LENGTH: 592 words

Defense contractor SAIC said yesterday that the relocation of its corporate headquarters from San Diego to McLean, Va., will not mean huge job losses at the company's local offices, at least in the short term.

The company said only 20 positions are slated to be transferred from San Diego to McLean as part of the headquarters move. Those relocations should be completed by summer 2010, and the workers have been notified.

But SAIC added that additional employees may move in the future.

"Over time, just like all companies, you always evaluate where your contracts are and what locations are most efficient," said Arnold Punaro, an executive vice president for SAIC.

Yesterday, SAIC officially announced that it is moving its headquarters to McLean at a news conference with Virginia Gov. Timothy Kaine.

Virginia officials said the relocation is expected to create 1,200 new jobs over the next three years. SAIC, also known as Science Applications International Corp., plans to spend \$25 million as part of the relocation, Kaine's office said.

SAIC employs 4,300 workers in San Diego, Punaro said. Of those, 3,400 are scientists, engineers and support personnel working directly with SAIC's government customers.

Punaro said 900 employees in San Diego have corporate administration jobs in areas such as finance, legal and contracting.

But he said the 1,200 new jobs cited by Virginia officials did not mean those jobs were moving from San Diego. He said the corporate administrative functions would continue in both San Diego and McLean, as they have for several years.

"The growth in those 1,200 jobs will not come at the expense of San Diego," Punaro said. "The 1,200 jobs are really not tied to the San Diego location. It is an estimate based on how we expect to grow our business in the Virginia area over the next three years."

SAIC said it employs about 17,500 workers in McLean and elsewhere in the Washington, D.C., area.

The company has been moving much of its work force to the nation's capital over the past several years, in part because a vast majority of its work comes from government contracts, particularly with the Department of Defense.

"Moving the corporate headquarters to McLean has been under way for about 10 years, in that the size of the staff in McLean has been growing steadily while the size of the staff in San Diego hasn't been growing," said Tom Dillon, a former SAIC manager who left the company about three years ago.

San Diego will remain a technology hub for SAIC, working on science and engineering projects, particularly for the Navy and Marine Corps, the company said.

SAIC not planning major S.D. job cuts with move; Company makes it official: Corporate HQ headed for D.C. area The San Diego Union-Tribune September 25, 2009 Friday

Walt Havenstein took over as SAIC's chief executive Monday, joining the company from British defense conglomerate BAE Systems. Havenstein was based near Washington when he worked for BAE, and has ties to the area. When he was hired in June, SAIC announced that his primary office location would be McLean.

Former SAIC Chief Executive Ken Dahlberg, now chairman of the board, had his primary office in San Diego, although he spent considerable time in McLean. Dahlberg is expected to maintain his office in San Diego until he steps down as chairman in June.

But the top decision-makers for SAIC, a Fortune 500 company, will no longer be based in the San Diego region. SAIC employs 45,000 workers worldwide.

Founded in San Diego 40 years ago by nuclear physicist J. Robert Beyster, SAIC became a top scientific and technology contractor for the government, aiming to solve difficult problems in communications, logistics, information technology and other areas.

LOAD-DATE: September 27, 2009

LANGUAGE: ENGLISH

GRAPHIC: 1 PIC; **CAPTIONS:** Walt Havenstein (left), SAIC's new chief executive, was greeted by Virginia Gov. Timothy Kaine yesterday at a news conference announcing the move of the company's headquarters.; **PHOTOBY:** Michael White / Office of Governor Kaine

PUBLICATION-TYPE: Newspaper

Copyright 2009 The San Diego Union-Tribune

EXHIBIT I

1 of 1 DOCUMENT

The San Diego Union-Tribune

September 27, 2009 Sunday

State climate for business not cause of SAIC's move

BYLINE: Dean Calbreath

SECTION: BUSINESS; Pg. A-15

LENGTH: 717 words

When Science Applications International Corp. shifted its corporate headquarters to McLean, Va., last week, there was some predictable jubilation in Virginia and grumbling in San Diego over the move.

Virginia Gov. Timothy Kaine boasted that SAIC's move "confirms Virginia's status as the best state for business in America," while Richard Rider, the outspoken chairman of San Diego Tax Fighters, called it more evidence that "California is only a place in which to sell one's goods or services" instead of building a strong base of operations.

But is this really a case of a company moving out of San Diego to find a better business climate? Or does it reflect a company moving closer to its clients and closer to where its new chief executive lives, with the added enticement of \$8.5 million in tax advantages and other incentives to encourage a move that has been in the works for years?

The first thing to bear in mind about the SAIC move is that the company has long been shifting its operations to Virginia -- not because of the business climate there, but because the Washington, D.C., area is home to the firm's biggest clients, such as the Pentagon, the Department of Homeland Security and the CIA.

"Businesses generally build their headquarters near their strongest customers," said Julie Meier Wright, director of the San Diego Regional Economic Development Corp. "I came out of the defense industry, from Northrop Grumman. We grew very rapidly in Fairfax, Va., because that's where our customers were."

SAIC -- which is already the No. 1 military contractor in the Washington, D.C., area and one of the top employers in Fairfax County -- has been growing rapidly in McLean for years.

It now has four times as many workers in McLean than San Diego. For at least the past three years, the McLean operations have been growing as the San Diego operations have declined.

In 2006, SAIC had roughly 16,000 workers in McLean, compared with 5,000 in San Diego. At that time, the firm already was moving many of its back-office operations, such as accounting, public relations and finance, as well as six out of the top nine officials to Virginia. Today, it has 17,500 employees in McLean -- and is about to add 1,000 more -- while the San Diego operations are down to 4,300.

So the real question is, why did this move take so long? And that gets to the second point to bear in mind about this move: The choice of a corporate headquarters sometimes has a lot to do with the personal preferences of the top executive.

When SAIC was launched 40 years ago, it was steered by a local team headed by Robert Beyster, who moved to San Diego in 1957 and fell in love with the region, never envisioning the day that his firm would leave it. Even as the company's sales and operations shifted to Virginia, Beyster kept the official headquarters here.

But Beyster retired in 2004 and his successor, Kenneth Dahlberg, is on his way out, with a retirement date set for June 2010. The new man in charge is Walt Havenstein, who has lived and worked in the Washington, D.C., area for the past six years as the president of BAE Systems.

SAIC's new headquarters is 20 minutes from Havenstein's home in Bethesda, Md. -- three minutes longer than his former commute to BAE's headquarters, according to MapQuest.com.

Why move across the country when you don't have to change your lifestyle for a new job? This could be one reason why, at the time Havenstein agreed to take the job in June, he specified that he would work out of SAIC's offices in McLean instead of San Diego.

This brings up another question: If Virginia's such a great state, if SAIC's already based there and if the new CEO has already said he was going to work there, why did the state government have to pay \$8.5 million to "convince" it to move there?

Kaine used \$7 million in incentives for SAIC's move and gave Fairfax County \$1.5 million for its efforts to make SAIC feel at home. And he arranged for the Virginia Department of Business Assistance to provide training and training assistance for SAIC workers.

That's a pretty generous use of taxpayer money for a company that pulls down \$1.4 billion a year in profits and pays its chief executive more than \$6 million per year. But that's one way that Virginia has become "the best state for business in America."

LOAD-DATE: September 29, 2009

LANGUAGE: ENGLISH

PUBLICATION-TYPE: Newspaper

Copyright 2009 The San Diego Union-Tribune

EXHIBIT J

409941

DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, Walter P. Havenstein hereby appoint Judith P. Havenstein of 4821 Montgomery Lane, #102, Bethesda, Maryland 20814 to act autonomously and with complete authority as true and lawful attorney for me and in my name, place and stead, to enter into offers, purchase and sales agreements, or contracts of a like nature, for the transfer and purchase of real estate and buildings situation at Lot 15 Dewitt Drive, Alton, New Hampshire 03810, and upon such terms as my attorney shall think fit, and to execute and deliver mortgages, promissory notes and other documents necessary for the conveyance or transfer of same, to make, prepare and accept any forms, disclosures, or other documents relating to said property required pursuant to the Real Estate Settlement Procedures Act of 1974 (Respa), to represent me at said closing as may be necessary and in general, to act in the premises as effectively as I could if personally present, hereby ratifying and confirming all that my Attorney shall lawfully do by virtue hereof. This Power of Attorney is effective as of the date recited below and shall remain in effect until proper notice of its termination has been executed and recorded or upon the subsequent sale of the above premises, whichever event shall occur first.

This Power of Attorney shall not be affected by my subsequent death, disability or incompetence. I reserve the right, however, to revoke this Power of Attorney by means of a certificate recorded in the Belknap County Registry of Deeds.

Dated: 5-17-04

[Signature]
Witness:

[Signature]
Walter P. Havenstein

STATE OF Maryland
COUNTY OF Montgomery

The foregoing was acknowledged before me this 17th day of May, 2004 by Walter P. Havenstein.



RECEIVED

2004 MAY 24 PM 12:44
Rachel M. Norman
REGISTRY OF DEEDS
BELKNAP COUNTY
My commission expires [Signature]

[Signature]
Notary Public

Printed name:

Patricia L. Lopez

Patricia L. Lopez
Notary Public
Montgomery County, Maryland
My Commission Expires on
February 1, 2008

BK2043PG0190

EXHIBIT K

Walt Havenstein



Then

Occupation:Business ManagerWebsite:walter.p.havenstein@baesystems.comMarital Status:MarriedNo. of Children:1
From Walt:Judy (Prange) and I celebrate our 37th anniversary today, 41 years after graduating from
WCHS with the Class of 1967. Our 19th move brought us back to Bethesda 18 months ago. Judy
spends most of the year in New Hampshire where our son and daughter in law live. I stay busy
traveling and working in Rockville and London, occasionally getting to NH. By the way, I work with Joe
Harland and just saw him this week in DC. He seems to be doing great.

Life has been very good to Judy and me and we're delighted to see so many Bulldogs getting together.

EXHIBIT L

**CHARITY WORKS
PRESENTS**

the DREAM BALL

Honoring

**The Injured Marine
Semper Fi Fund
and LIFT**

**Join us for a dazzling
evening of
dining and dancing**

**Saturday,
October 2, 2010**

National Building Museum

**Featuring the
Radio King Orchestra**

**Hosted by
ManTech International**

**Barry Dixon and
Mark Lowham,
Co-Chairs**

CharityWorks is honored to support the HEROIC men and women fighting for our freedom and the COURAGEOUS families struggling to escape from poverty.

The Injured Marine Semper Fi Fund provides emergency assistance to severely injured service members and their families from the moment of injury through recovery.

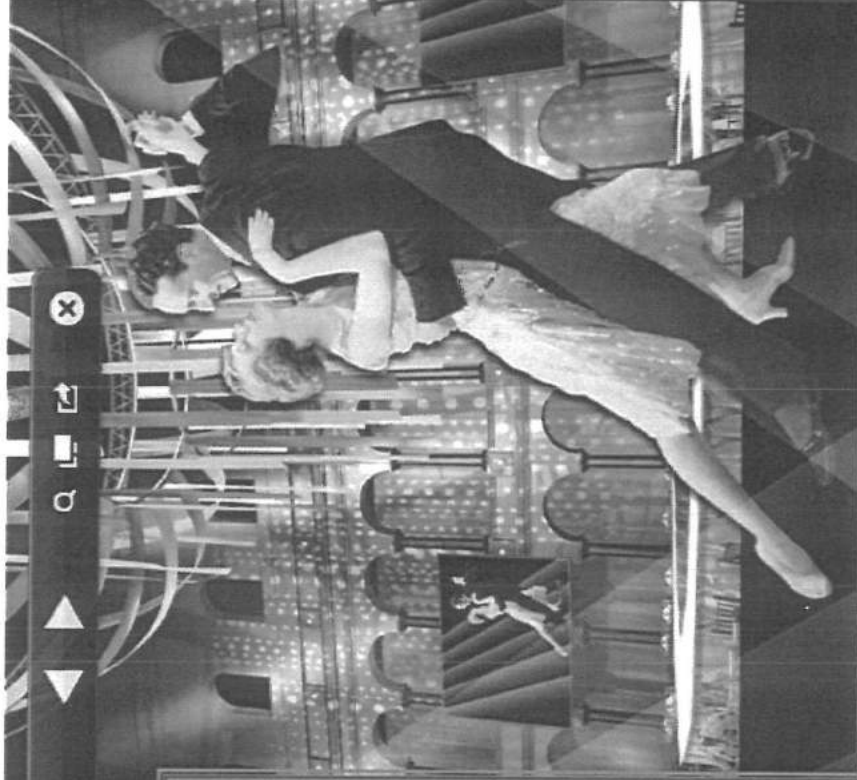
LIFT proves that while the causes of poverty may be complex, finding a way out doesn't have to be.

For more information about the CharityWorks Dream Ball, including sponsorship opportunities, visit www.charityworks.org or contact us at 703-266-0768 or charityworks@charityworks.org. CharityWorks is a component fund of the Community Foundation of the National Capital Region. Contributions, less the value of any benefits received, are tax deductible under Section 501 (c)(3) of the Internal Revenue Code.

CharityWorks salutes our lead sponsors

ManTech International • CSC • Leah and Jacques Garsier • PricewaterhouseCoopers LLP
Renaissance Strategic Advisors • Andrew Viola • WEST GROUP • BAE Systems • Booz & Company • Booz Allen Hamilton
Barry Dixon and Michael Schmidt • Feinberg Foundation • Carl M. Freeman Foundation • General Dynamics
Hatgrove, Inc. • Judith and Walter Havenstein • Interstate Worldwide Relocation • Lynn and Ted Leonis
O'Mahony & Myers LLP • Marilyn and George Pedersen • Raytheon Company • Sally and Paul Sullivan • USEC
Wachovia, A Wells Fargo Company • Wells Fargo, The Private Bank

Special thanks to Norma and Russell Ramsey, Hosts of the 2010 CharityWorks 100 Point Vintage Wine Tasting.





Mark and Maryann Laphan



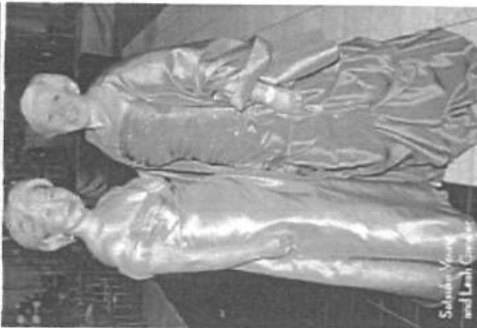
Marilyn and George Pedersen



Joyce Adler and Valentina Adjar



Walt Havenstein and Phil Olsen



Sandra Young and Leah Cooper



Arthur B. and Pamela Colburn

W.L. SPONSORED
 National Building Museum
 PHOTOS BY KEYS BARNBROTH

CHARITYWORKS DREAM BALL

ON A MISSION! Washington philanthropists joined forces for the evening's patriotic "wish upon a star" themed event to celebrate raising more than \$2 million for CharityWorks' 2008 beneficiary Fisher House in the past year. **FULL SALUTE!** With the help of event co-chairs **George and Marilyn Pedersen** as well as host sponsor CSC (represented by **Michael Laphan**). CharityWorks realized its goal to fund a new Fisher House on the grounds of Veterans Medical Center. It will be a "home away from home" for families of military men and women receiving medical care at the Center. **PATRIOTS!** Ken and Tammy Fisher, Jean Marie and Raul Fernandes, Walter Havenstein, Leah and Jacques Ganiler, and Terry and Rubin Lineberger



Mark Lawhan and Dr. Joseph Ruzsa



Jean Marie Fernandes



Doug and Laura Ganiler



Jack Davis and Jack Evans



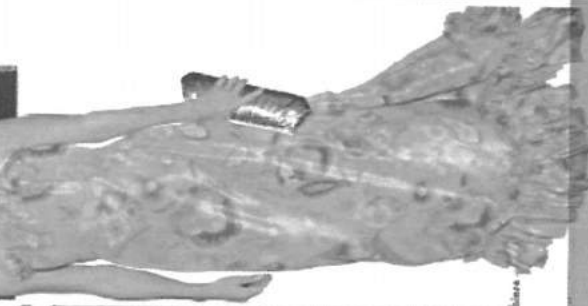
Marcella and Simon Cooper



Glen Ackerman and Ernesto Santalla



Tammy and Ken Fisher



Ashley Dobbins

EXHIBIT M



William Newman and Sheila Johnson



Janelle Strong and Melissa Hise



Michelle Robinson and her husband



Leslie Swisher and Mickey D'Amico



Arthur Marks and Nancy Camp



Walter and Jeff Hevenstein



Lynn and Ted Lawrence

WL SPONSORED

CHARITYWORKS 100 POINT VINTAGE WINE TASTING

Salamander Farm, Middleburg, Virginia

PHOTOS BY TORY POWELL

THE EVENT: One of the most sought after tickets of the charity season, this refined yet casual gathering pairs some of the region's favorite pastimes - charity, fine wine, and gourmet cuisine - with a list of high-net, high-powered participants. The annual CharityWorks fundraiser was hosted by **Sheila Johnson** and **William Newman** at their Middleburg oasis, Salamander Farm. The evening, chaired by **Jack Davies**, raised over \$700,000 to benefit Fisher House, an organization providing homes for families while loved ones in the military receive medical care. CharityWorks' goal for the year is to raise enough money to build a new home on the grounds of the Veteran's Medical Center in DC. **THE SCENE:** Auctioneer **Leon Harris** had an easy job - simply let the guests enjoy a five-course meal prepared by the region's top chefs. And the wine? All French, all 100 point-rated by Wine Advocates and Wine Spectator, and all eloquently explained, course-by-course, by Master of Wine, **Jay Youmans** and wine critic **Ben Giberber**. **THE GUESTS:** **Judy and Walter Hevenstein** from BAE Systems, the evening's lead sponsor, **Rosemary and Michael Laphan**, **Lisa Luft**, **Amy and Pierre Chae**, **Ted and Lynn Leemis**, **Marge and Philip Orlean**, **Pam and Richard Hanlen**, and **Art Merks**.



Clive and Albert Drunkis



Rick and Chris Stronman