

DOC. NO. 210377

THIS DEED, made this 6th day of June, 1996, by and between MARY L. ROSENDALE, party of the first part, hereinafter called "GRANTOR"; and MATTHEW M. ROSENDALE and JEAN F. ROSENDALE, his wife, parties of the second part, hereinafter called "GRANTEES".

WITNESSETH, that for and in consideration of the sum of FIFTY FOUR THOUSAND SIX HUNDRED TWENTY DOLLARS (\$54,620.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said parties of the second part, as tenants by the entirety, their assigns, and unto the survivor of them, his or her personal representatives and assigns, in fee simple, the following described property, to wit:

ALL that lot or parcel of land situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, being known and designated as Parcel 3 on a plat entitled "Minor Subdivision of the Lands of Christopher J. Rosendale, Sr." dated June 1990 by McCrone, Inc., and recorded among the land records of Queen Anne's County in Liber M.W.M. No. 351, folio 916, and in Plat Book M.W.M. No. 15, folio 74, said Parcel 3 containing 26.115 acres of land, more or less.

BEING part of the land which was granted unto the said Christopher J. Rosendale, Sr. and Mary L. Rosendale, his wife, by deed from Hubert A. Klapp and wife dated May 27, 1986 and recorded among the land records of Queen Anne's County in Liber M.W.M. No. 252, folio 629. The said Christopher J. Rosendale, Sr. having departed this life on Jan 3, 1994.

SUBJECT, NEVERTHELESS, to the following restrictions, covenants and conditions:

1. The above described lot or parcel of land shall be for residential and farming use only, and not for purposes of any other trade or business whatsoever. Structures erected on any one lot shall consist of the main dwelling or residence for the occupancy of one family only, together with a private garage and other structures appurtenant to the main residence or to be used in connection therewith, and on no lot shall there be more than one main dwelling and on no lot shall there be more than one family, their servants, and/or temporary non-paying guests occupying the main dwelling or any structure appurtenant thereto.

2. No trailer, house trailer or double wide home shall be used temporarily or permanently for residential purposes, and no trailer or "job-trailer" used in the construction of improvements on any lot shall be kept or stored on any lot after completion of the main dwelling thereon, or after occupancy of the main dwelling or residence.

3. Owners of lots shall not sell, dispose of in any manner, or transfer any portion of the lot, or part thereof, except pursuant to duly processed condemnation proceedings or voluntary deeding for public purposes, or unless the Grantor shall give her written consent thereto. Before any owner shall sell or convey the lot, or part of the lot, or any improvements thereon, he shall first submit in writing to the Grantor a copy of the bona fide sales contract which the owner proposes to accept, together with the name and address of the prospective purchaser, and the Grantor shall, for a period of fifteen (15)

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CLERK, CIRCUIT COURT
96 JUN -6 PM 3:08
QUEEN ANNE'S COUNTY

THOMPSON & THOMPSON
ATTORNEYS AT LAW
110 NORTH COMMERCE STREET
P O BOX 396
CENTREVILLE, MARYLAND 21617
(410) 746-0877

JUL 29 1996

QUEEN ANNE'S COUNTY CIRCUIT COURT (Land Records) SM 534, p. 0498, MSA_CE58_708. Date available 04/08/2005. Printed 06/28/2017.

days from the receipt of said contract by the Grantor, have the right to purchase said lot and improvements, if any at the same price and on the same terms and conditions as set forth in the contract submitted to the Grantor. The provisions hereinabove contained are restricted to bona fide sales only, and nothing herein contained shall deny to any owner or owners the right to mortgage, pledge or otherwise encumber their property, or to devise the same be will or other testamentary disposition, or to convey the same to any trustee or trustees under any trust for the use and benefit of the owner or owners, or their heirs, successors, assigns, executors, administrators or personal representatives; nor shall said provisions apply to foreclosure sales of any mortgage or deed of trust, or to any sale directed by any Court or to any tax sale by any governmental authority, or to a sale to one or more of Grantee's children. If Grantor declines to purchase the lot, Michael J. Rosendale, Daniel D. Rosendale, Christopher J. Rosendale, Jr. and Eileen R. Garza shall be given notice of the pending sale as above provided and shall have a like right for fifteen (15) days to exercise their first right of refusal to purchase.

4. Grantor hereby reserves all hunting rights appurtenant to the lot and no hunting shall be permitted without the express written consent of Grantor.

5. With the exception of a two-acre homesite, and twenty (20) foot wide right of way leading thereto, to be designated by the owners of the lot at time of construction of the main residence, Grantor reserves all land rentals and other income, whether associated with farming or otherwise, derived from the lot. Specifically reserving for herself and her agents, servants and employees, the right to enter upon the land to conduct farming/timbering or hunting operations or to conduct any activity not inconsistent with these covenants.

These restrictions, covenants and conditions shall run with and bind the land and shall inure to the benefit of and be enforceable by the Grantor. All of said restrictions, covenants and conditions, including the first rights of refusal contained therein, shall be void and of no force and affect upon the first of the following to occur: 1) the transfer of the adjoining property owned and occupied by Grantor to someone other than said Grantor; or 2) the death of said Grantor. In addition, all of said restrictions, covenants and conditions shall be subordinate to any mortgage or Deed of Trust placed on the property to the end that any purchaser at a foreclosure sale will not be bound by same.

THIS conveyance is subject to the existing easements, rights-of-way, and agreements for roadways, electric transmission lines and the service and maintenance thereof.

TOGETHER with the buildings and improvements thereon erected, made or being, and all and every the rights, roads, and/or alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the land 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 Matthew M. Rosendale and Jean F. Rosendale, his wife, as tenants by the entireties, their assigns, and unto the survivor of them, his or her personal representatives and assigns, in fee simple, forever.

THOMPSON & THOMPSON
ATTORNEYS AT LAW
100 NORTH COMMERCE STREET
P. O. BOX 100
CENTREVILLE, MARYLAND 21771
(410) 708-0877

LIBERO 534 FOLIO 500

AND the said Grantor does hereby covenant that she has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed, that she will warrant specially the property hereby granted and conveyed; and that she will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of said Grantor:

TEST:

Catherine M. Higdon


Mary L. Rosendale (SEAL)
Mary L. Rosendale

STATE OF MARYLAND)
QUEEN ANNE'S COUNTY)

TO WIT:

I HEREBY CERTIFY, that on this 6th day of June, 1996, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MARY L. ROSENDALE, and acknowledged the foregoing Deed to be her act.

WITNESS my hand and Notarial Seal.

Catherine M. Higdon
Notary Public
My Commission Expires 2/1/98


I hereby certify that the within instrument was prepared by or under the supervision of an attorney licensed to practice law in the State of Maryland.

[Signature]
Attorney at Law

Agricultural Transfer Tax

Amount of \$ None

Signature Ineedam

TAXES LEVIED AS OF June 6, 1996
PAID TO June 30, 1996
Reagan Cole
CLERK, D.A.'S CO. FINANCE OFFICE

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Queen Anne's County

Ineedam 5/6/96

THE PUBLIC	\$1.00
RECORDING FEE	28.00
RECOGNITION T	353.00
FR TAX COUNTY	213.10
FR TAX STATE	213.10
TOTAL	808.20
Post PAID	Rec'd # 08101
SM RLB	618 # 105
Jun 06 1996	03:05 PM

THOMPSON & THOMPSON
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100 NORTH COMMERCE STREET
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QUEEN ANNE'S COUNTY CIRCUIT COURT (Land Records) SM 534, p. 0500, MSA_CE58_708. Date available 04/08/2005. Printed 06/28/2017.

LIBERO 534 FOLIO 501

State of Maryland Land Instrument Intake Sheet
Baltimore City County: Queen Anne's

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)
(Check Box if Addendum Intake Form is Attached.)

1 Type(s) of Instruments
 Deed Mortgage Other
 Deed of Trust Lease Other
2 Conveyance Type Check Box
 Improved Sale Unimproved Sale Multiple Accounts Not an Arms-Length Sale [9]
 Arms-Length [1] Arms-Length [2] Arms-Length [3]
3 Tax Exemptions (if Applicable)
 Recordation: _____
 State Transfer _____
 County Transfer _____

4 Consideration and Tax Calculations

Consideration Amount	
Purchase Price/Consideration	\$ 54620.00
Any New Mortgage	\$
Balance of Existing Mortgage	\$
Other:	\$
Other:	\$
Full Cash Value	\$

Finance Office Use Only

Transfer and Recordation Tax Consideration

Transfer Tax Consideration	\$
X () % =	\$
Less Exemption Amount =	\$
Total Transfer Tax =	\$
Recordation Tax Consideration	\$
X () per \$500 =	\$
TOTAL DUE	\$

5 Fees

Amount of Fees	Doc. 1	Doc. 2
Recording Charge	\$ 20.00	\$
Surcharge	\$ 5.00	\$
State Recordation Tax	\$ 363.00	\$
State Transfer Tax	\$ 273.10	\$
County Transfer Tax	\$ 273.10	\$
Other	\$	\$
Other	\$	\$

Agent: _____
 Tax Bill: _____
 C.B. Credit: _____
 Ag. Tax/Other: _____

6 Description of Property
 SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District: B Property Tax ID No. (1): 06-006779 Grantor Liber/Folio: 252/629 Map: 46 Parcel No.: 69 Var. LOG: (5)
 Subdivision Name: _____ Lot (3a): _____ Block (3b): _____ Sect/AR(3c): _____ Plat Ref.: 15/74 SqFt/Acreage (4): _____

Location/Address of Property Being Conveyed (2): Parcel 3 Deavers Branch Rd
 Other Property Identifiers (if applicable): _____
 Water Meter Account No.: _____
 Residential or Non-Residential Fee Simple or Ground Rent Amount: _____
 Partial Conveyance? Yes No Description/Amt. of SqFt/Acreage Transferred: _____

7 Transferred From
 Doc. 1 - Grantor(s) Name(s): Mary Lou Rosendale
 Doc. 2 - Grantor(s) Name(s): _____
 Doc. 1 - Owner(s) of Record, if Different from Grantor(s): _____
 Doc. 2 - Owner(s) of Record, if Different from Grantor(s): _____

8 Transferred To
 Doc. 1 - Grantee(s) Name(s): Matthew M. Rosendale & Jean F. Rosendale
 Doc. 2 - Grantee(s) Name(s): _____
 New Owner's (Grantee) Mailing Address: 302 E. Water St. Centreville MD 21617
 Doc. 1 - Additional Names to be Indexed (Optional): _____
 Doc. 2 - Additional Names to be Indexed (Optional): _____

9 Other Names to Be Indexed

10 Contact/Mail Information
 Instrument Submitted By or Contact Person
 Name: _____ Return to Contact Person
 Firm: Thompson & Thompson Hold for Pickup
 Address: PO Box 356 Centreville MD 21617 Return Address Provided
 Phone: (410) 458-0877

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Assessment Information: Yes No Will the property being conveyed be the grantee's principal residence?
 Yes No Does transfer include personal property? If yes, identify: _____
 Yes No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only - Do Not Write Below This Line

Transfer Number	Date Received	Whole	Part	Tran. Process Verification
Year	19	19		
Land				
Buildings				
Total				

Deed Reference: _____ Assigned Property No.: _____
 Geo. Zoning: _____ Map: _____ Sub: _____ Block: _____
 Use: _____ Grid: _____ Plat: _____ Lot: _____
 Town Cd.: _____ Parcel: _____ Section: _____ Occ. Cd.: _____
 Ex. St.: _____ Ex. Cd.: _____

Distribution: White - Clerk's Office
 Canary - SDAT
 Pink - Office of Finance
 Goldenrod - Preparer
 AOC-CC-100 (6/95)