

2/3

Res Hill with Homeownership Covenants
OCHD Authority

DEED

Date available 02/07/2006. Printed 12/18/2023.

THIS DEED, Made this 10 day of DECEMBER, 2007,
by and between **Mayor and City Council of Baltimore**, a body corporate and politic and
a political subdivision of the State of Maryland, acting by and through the Department of
Housing and Community Development (hereinafter sometimes referred to as "City"),
party of the first part and **Nicholas J. Mosby, Prescott Thompson, and Marilyn J.
Thompson** (hereinafter or sometimes referred to as "Developer"), party of the second
part,

WHEREAS, pursuant to the power and authority contained in the provisions of
Paragraph 15, Article II of the Baltimore City Charter, 1996 Edition and 2000
Supplement and Article 13 of the Baltimore City Code- 1983 Replacement Volume of the
1976 Edition, the City has sold the property hereinafter described unto the party of the
second part, at and for the sum of \$85,000 subject to and with the benefit of the terms,
conditions, covenants, provisions, restrictions, easements and reservations as set forth in
the Residential Contract of Sale, including the Reservoir Hill Homeownership Addendum
approved by the Board of Estimates on October 27,2004, the addendum of which is
attached hereto and made a part hereof and herein called "Homeowner Covenants".

WHEREAS, the Developer has complied with those provisions of the Residential
Contract of Sale, including the Homeowner Covenants, which are prerequisite to the
transfer of title to the Property from the City and is now entitled to a Deed effectuating
such transfer.

WHEREAS, the actual consideration paid or to be paid for the conveyance of the real
property described is Eighty Five Thousand Dollars (\$85,000); and

WHEREAS, the total payment per Section 10-912 (b) of the Tax-General Article of the
Annotated Code of Maryland is 0 Dollars
(\$ 0); and

WHEREAS, the transferor, the Mayor and City Council of Baltimore, is a resident entity
as defined in Section 10-912 (a) (4) of the Tax-General Article of the Annotated Code of
Maryland;

WHEREAS, the provisions of Section 10-912 (c) of the Tax-General Article of the
Annotated Code of Maryland are not applicable to the transfer of the real property by the
Mayor and City Council of Baltimore, which is exempt pursuant to Section 10-912 (d)
(4); and

WHEREAS, Ordinance No. 99-525 (Article 13, Section 2-7 (h), approved November 11,
1999), authorizes the City to dispose of the property (hereinafter described); and

BALTIMORE CITY CIRCUIT COURT (Land Records)

CITY OF BALTIMORE, MARYLAND		
Bureau of Treasury Management, Transfer Tax Division		
Transfer Tax Paid		
<u>11/28/05</u> Date	<u>126862</u> Cash Slip #	<u>\$ 1275.00</u> Amount
_____ Authorized Signature		

ALL TAXES FOR WHICH ASSESSMENTS HAVE BEEN
RECEIVED HAVE BEEN PAID AS OF THIS DATE
11/28/05
DIRECTOR OF FINANCE OF BALTIMORE CITY BY

Res Hill with Homeownership Covenants
DCHD Authority

BALTIMORE CITY CIRCUIT COURT (Land Records) [REDACTED] Date available 02/07/2006. Printed 12/18/2023.

NOW THEREFORE, in consideration of the premises and the sum of Eighty Five Thousand Dollars (\$85,000) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, said party of the first part does hereby grant and convey unto the said party of the second part, **their successors and assigns**, all that lot of ground situate in Baltimore City, State of Maryland, and being more particularly described in "Exhibit A" attached hereto and made a part hereof, subject to and with the benefit of the terms, conditions, covenants, provisions, restrictions, easements and reservations set forth in the Homeowner Covenants, all courses and distances in the description of the Property herein set forth are referred to the true meridian as adopted by the Baltimore City Survey Control System.

RESERVING unto the party of the first part, and its assigns, all of its right, title and interest in and to the beds of all streets and alleys abutting the property herein described, subject however, to use of said streets and alleys in common with others entitled thereto.

TOGETHER with the improvements thereon and all the right, alleys, ways, waters, privileges, appurtenances, thereto belonging or in anywise appertaining. If the Developer does not intend to occupy the property, Developer agrees to renovate and sell the property to an owner occupant. The City shall have the right to re-enter and take possession of the property and to terminate and revest in the City the entire estate and title interest of the Developer in this property, in the event that Developer within 18 months of the date of settlement, fails to complete the renovations of the property in accordance with the approved construction plans, to obtain a Certificate of Occupancy for the property and to convey the property to a purchaser/owner who will actually and continuously occupy the property.

TO HAVE AND TO HOLD the said parcel of land hereinbefore described and hereby intended to be conveyed unto and to the proper use and benefit of the party of the second part, **IN FEE SIMPLE**;

SUBJECT TO AND WITH THE BENEFIT OF the terms, conditions, covenants, provisions, restrictions, easements and reservations set forth in the Homeowners Covenants.

AND the said party of the first part hereby covenants that it has done no act to encumber the property hereby granted, that it will warrant specially the property hereby conveyed and that it will execute such further assurances of the same as may be requisite.]

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties of the first part have caused these presents to be executed effective as of the day and year herein above first written.

ATTEST:

Mayor and City Council of Baltimore, a body corporate and politic and a political subdivision of the State of Maryland, acting by and through the Department of Housing and Community Development

[Signature]
Custodian/Alternate Custodian of the City Seal

By: [Signature]
Paul T. Graziano, Commissioner

Approved as to form and legal sufficiency this 7th day of December, 2004.
[Signature]
Chief Solicitor

STATE OF MARYLAND, CITY OF BALTIMORE TO WIT:

I HEREBY CERTIFY, that on this 8th Day of December, 2004, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Paul T. Graziano, who acknowledged himself to be the Commissioner of the Department of Housing and Community Development and that he, as such Commissioner, being authorized to do so, executed the foregoing Deed for the purposes therein contained, by signing in my presence, the name of the Mayor and City Council of Baltimore acting by and through the Department of Housing and Community Development by himself as such Commissioner

AS WITNESS my hand and Notarial Seal

[Signature]
Notary Public



My Commission Expires 5-1-08

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IN WITNESS WHEREOF, the parties of the second part have caused these presents to be executed effective as of the day and year herein above first written.

WITNESS/ATTEST:

BUYER:

Name: [Signature]

Name: [Signature] 12/10/04

Name: Prescott Thompson by his Attorney in Fact [Signature]
12/10/04

Name: Marilyn Thompson by his Attorney in Fact [Signature]
12/10/04

STATE OF MARYLAND, Baltimore TO WIT:

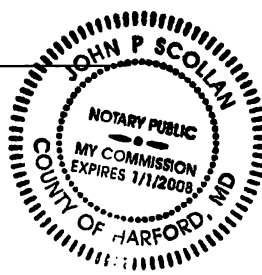
I HEREBY CERTIFY, that on this 10 Day of December 2004, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Deed, and he/she acknowledged the foregoing instrument to be his/her act.

AS WITNESS my hand and Notarial Seal

[Signature]
Notary Public

My Commission Expires



This is to certify that the within instrument has been prepared by or under the supervision of the undersigned Maryland Attorney.

_____, Attorney

BALTIMORE CITY CIRCUIT COURT (Land Records) Date available 02/07/2006. Printed 12/18/2023.

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EXHIBIT A
(Legal Description)

Date available 02/07/2006. Printed 12/18/2023.

3444

BEGINNING FOR THE SAME ON THE WEST SIDE OF BOLTON STREET (FORMERLY ROBERT AVENUE) AT THE DISTANCE OF THIRTY-FIVE FEET NORTHERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE WEST SIDE OF BOLTON STREET AND THE NORTH SIDE OF LENNOX STREET AND RUNNING THENCE NORTHERLY BINDING ON THE WEST SIDE OF BOLTON STREET EIGHTEEN FEET THENCE WESTERLY PARALLEL WITH LENNOX STREET ONE HUNDRED FIFTY- THREE FEET TEN AND ONE -HALF INCHES TO THE CENTER OF A TWENTY FOOT ALLEY THENCE SOUTHERLY BINDING ON THE CENTER OF SAID ALLEYEIGHTEEN FEET AND THENCE EASTERLY PARALLEL WITH LENNOX STREET ONE HUNDRED FIFTY-THREE FEET TEN AND ONE-HALF INCHES TO THE PLACE OF BEGINNING. THE IMPROVEMENTS THEREON BEING KNOWN AS NUMBER [REDACTED] BOLTON STREET.

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After Recording, Please Return To:

AXIS TITLE GROUP
6021 UNIVERSITY BLVD. SUITE 540
ELLICOTT CITY, MD 21043

Attorney Certification

THIS IS TO CERTIFY that the within instrument was prepared under the supervision of the undersigned, an **ATTORNEY** dully admitted to practice before the **COURT OF APPEALS** of Maryland.



Luke Cooper, Attorney

BALTIMORE CITY CIRCUIT COURT (Land Records)

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TWP FID SURGE \$	29.00
RECORDING FEE	29.00
RECORRATION 1	850.00
TR TAX STATE	425.00
TOTAL	1,315.00
Recpt # 8088	Recpt # 84142
FMC TR	Blk # 378
Dec 01, 2005	02:01 PM

850
425
098

(4)

3404

000470

RECEIVED FOR RECORD
CIRCUIT COURT FOR
BALTIMORE CITY

2005 NOV 31 PM 2:10

State of Maryland Land Instrument Intake Sheet
 Baltimore City County:
 Information provided is for 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)

LOCKER
 PAGE

1. Type(s) of Instruments		<input checked="" type="checkbox"/> Deed <input type="checkbox"/> 2 nd Deed of Trust <input type="checkbox"/> Other: 2 nd Deed <input type="checkbox"/> 1 Other: Power of Attorney			
2. Conveyance Type		X Improved Sale Arms-Length[1] <input type="checkbox"/> Unimproved Sale Arms-Length[2] <input type="checkbox"/> Multiple Accounts Arms-Length[3] <input type="checkbox"/> Not an Arms-Length Sale[9]			
3. Tax Exemptions (if Applicable) Cite Or Explain Authority		Recordation State Transfer County Transfer PURCHASE MONEY			
4. Consideration And Tax Calculation		Consideration Amount: Purchase Price/Consideration: \$85,000.00 Any New Mortgage: \$261,400.00 2 nd Mortgage: \$0.00 Balance of Existing Mortgage: \$0.00 Balance of 2 nd Mortgage: \$0.00 Other: \$0.00 Full Cash Value: \$0.00			
5. Fees		Recording Charge: \$0.00 \$20.00 Surcharge: \$20.00 \$20.00 Line 1202 State Recordation Tax: \$0.00 \$2,615.00 Line 1203 State Transfer Tax: \$0.00 \$425.00 Line 1204 County Transfer Tax: \$0.00 \$1,275.00 Other: \$0.00 \$0.00 Other: \$0.00 \$0.00			
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 3-10(g)(3)(i). BOLTON STREET, BALTIMORE, MD 2127-4601 02154527002			
7. Transferred From		PRESCOTT THOMPSON AND MARILYN J. THOMPSON			
8. Transferred to		NICHOLAS J. MOSBY NICHOLAS J. MOSBY, PRESCOTT THOMPSON AND MARILYN J. THOMPSON			
9. Other Names To Be Indexed		HILLENWOOD ROAD, BALTIMORE, MD 21239			
10. Contact/Mail Information		Instrument Submitted By or Contact Person: <input checked="" type="checkbox"/> Return to Contact Person Name: POST CLOSING Firm: AXIS TITLE GROUP, LLC <input type="checkbox"/> Hold for Pickup Address: 6021 UNIVERSITY BLVD SUITE 540 ELLICOTT CITY, MD Phone: (410) 465-0497 File Number: 04-281 <input type="checkbox"/> Return Address Provided			
11. Assessment Information		Will the property being conveyed be the grantee's principal residence? Does transfer include personal property? If yes, identify: Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).			

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I, **Xavier A. Conaway, Clerk of the Circuit Court**
for Baltimore City, hereby certify that
this is a true copy from the record in this court.
Witness the hand and act of the undersigned
this 18th day of December, 2023.

Xavier A. Conaway

Clerk of the Circuit Court for Baltimore City

