

Application No. 129,276

Written By: RED:hc

Approved By: _____

First Mortgage Title Insurance Policy

NO.

OF

**THE
MARYLAND
TITLE
GUARANTEE
COMPANY**

To

THE EQUITABLE TRUST COMPANY

Amount \$ 85,000.00

BALTIMORE CITY

POLICY NUMBER

COPY

AMOUNT

\$ 85,000.00

THE MARYLAND TITLE GUARANTEE CO.

BALTIMORE, MD.

THE MARYLAND TITLE GUARANTEE COMPANY

a corporation of Baltimore, Maryland, herein called the Company, for a valuable consideration, paid for this Policy of Title Insurance,

Does Hereby Insure

THE EQUITABLE TRUST COMPANY

the owner of the indebtedness secured by the mortgage or deed of trust described in Schedule A, herein called said indebtedness, and each successor in interest in ownership thereof, and also any such owner who acquires the land referred to in this Policy in satisfaction of said indebtedness as provided in the conditions and stipulations hereof, herein called the Insured,

against loss or damage not exceeding _____

EIGHTY FIVE THOUSAND

dollars,

which the Insured shall sustain by reason of any defect in the execution of said mortgage or deed of trust, but only insofar as such defect affects the lien or charge of such mortgage or deed of trust upon the said land, or by reason of the invalidity of the lien thereof upon said land, or by reason of title to the said land being vested at the date hereof otherwise than as herein stated, or by reason of unmarketability of the title of the mortgagor or trustor, or by reason of any defect in, or lien or encumbrance on said title at the date hereof, or by reason of any statutory lien for labor or material which now has gained or hereafter may gain priority over the lien upon said land of said mortgage or deed of trust, other than defects, liens, encumbrances and other matters set forth in Schedule B, or by reason of the priority thereto of any lien or encumbrance at the date hereof except as shown by Schedule B, all subject, however, to the conditions and stipulations hereto annexed, which conditions and stipulations together with said Schedules A and B are hereby made a part of this Policy.

Subject to the provisions of Schedule B and the conditions and stipulations hereof, the Company further insures that, at the date hereof, any assignments shown by Schedule A, whether recorded or not, are good and valid and vest title to said mortgage or deed of trust in the insured free and clear of all liens.

IN WITNESS WHEREOF, the Company has caused this Policy to be signed and sealed as of the _____ day of _____, 19____, to be valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws.

THE MARYLAND TITLE GUARANTEE COMPANY,

COPY

By

Chas H. Buck

President

John W. Brown Jr.

Secretary

Countersigned:

Attest:

.....
Authorized Officer or Agent.

SCHEDULE A

1. The **fee simple** title to said land is at the date hereof vested in

The United Evangelical Church of Baltimore, Maryland.

2. The mortgage or deed of trust and assignments, if any, covered by this Policy are described as follows:

Mortgage from The United Evangelical Church of Baltimore, Maryland, to the Insured, dated *March 29*, 1956 and recorded among the Land Records of Baltimore City.

3. The land referred to in this Policy is described as follows:

All those two lots of ground situate in the City of Baltimore, in the State of Maryland, the improvements thereon being known as Nos. 923 to 945, inclusive, South East Avenue, and being more particularly described in the above mentioned Mortgage.

SCHEDULE B

Showing defects, liens, encumbrances and other matters against which the Company does not, by this Policy, insure.

1. Covenants, conditions and restrictions set forth in a Confirmatory Lease from Canton Company of Baltimore to Trustees of The German United Evangelical Church of Canton, dated October 5, 1874 and recorded among the Land Records of Baltimore County in Liber J.B. No. 89, folio 113.

2. Covenants, conditions and restrictions set forth in a Deed from Canton Company of Baltimore to The German United Evangelical Church of Canton, dated June 24, 1929 and recorded among the Land Records of Baltimore City in Liber S.C.L. No. 5038, folio 46.

3. Agreement between Canton Company of Baltimore and Chesapeake and Potomac Telephone Company, dated December 18, 1916 and recorded among the Land Records of Baltimore County in Liber W.P.C. No. 477, folio 255, pertaining to the erection and maintenance of poles, wires, etc.

4. Deed and Agreement between Canton Company of Baltimore and Mayor and City Council of Baltimore, dated July 23, 1921 and recorded among the Land Records of Baltimore City in Liber S.C.L. No. 3775, folio 532, pertaining to the installation and maintenance of sewers, etc.

5. Any state of facts or conditions which might be disclosed by an accurate and modern survey of the property hereby insured.

CONDITIONS AND STIPULATIONS

1. If any Insured acquires said land, or any part thereof, by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, or any part thereof, this Policy shall continue in force in favor of such Insured, subject to all of the conditions and stipulations hereof. The benefits hereof shall inure to any federal agency or instrumentality acquiring said land under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, subject otherwise to the provisions hereof.

2. The Company at its own cost shall without undue delay defend the Insured in all litigation consisting of actions or proceedings commenced against the Insured, or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of said land in satisfaction of said indebtedness, which litigation is founded upon a defect, lien or encumbrance insured against by this Policy, and may pursue such litigation to final determination in the court of last resort. In case any such action or proceeding shall be begun or defense interposed, or in case knowledge shall come to the Insured of any claim of title or interest adverse to the title as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this Policy, the Insured shall at once notify the Company thereof in writing. If such notice shall not be given to the Company within ten days of the receipt of process or pleadings or if the Insured shall not, in writing, promptly notify the Company of any defect, lien or encumbrance insured against which shall come to the knowledge of the Insured, in respect to which loss or damage is apprehended, then all liability of the Company in regard to the subject matter of such action, proceeding or matter shall cease and terminate; provided, however, that failure to notify shall in no case prejudice the claim of any Insured unless the Company shall be actually prejudiced by such failure and then only to the extent of such prejudice. In all cases where this Policy permits or requires the Company to prosecute or defend any action or proceeding, the Insured shall secure to it the right to so prosecute or defend such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose. The word "knowledge" in this paragraph means actual knowledge and does not refer to constructive knowledge or notice which may be imputed to the Insured by reason of any public record or otherwise.

3. If any Insured shall in good faith contract to sell the evidence of indebtedness and mortgage or deed of trust described in Schedule A, or having acquired said land as in paragraph 1 hereof provided, in good faith contracts to sell the same, and any such contract fails, or if the successful bidder at a foreclosure or trustee's sale refuses to complete the purchase, because of alleged defects in the title of said land, and, in any of such events, the said title has been declared by a court of competent jurisdiction to be defective or encumbered or otherwise unmarketable by reason of any defect, lien, or encumbrance insured against by this Policy, the Company at its option shall either (a) pay such Insured the amount of this Policy, (b) purchase said indebtedness, (c) establish the marketability of the title by decree of court, or (d) otherwise save the Insured harmless. In the event of any litigation involving refusal of title because of defects insured against hereunder, the Company will, at its own cost, promptly and diligently prosecute such action as may be available to establish title as insured, and if such action is not successful, will reimburse the Insured for all costs and attorneys' fees in said litigation involving refusal of title.

4. The Company reserves the option to pay, settle, or compromise for or in the name of the Insured, any claim insured against or to pay this Policy in full, and payment or tender of payment of the full amount of this Policy shall terminate all liability of the Company hereunder. In such cases the Company shall be liable to pay in addition all costs and attorneys' fees incurred by it.

5. Whenever the Company shall have settled a claim under this Policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured, except that the Insured may release or substitute the personal liability of any debtor or extend or otherwise modify the terms of payment provided such act does not result in any loss of priority of the lien of the mortgage or deed of trust

herein, but such subrogation shall be in subordination to the lien of the Insured under its said mortgage or deed of trust and to the right of the Insured to receive and be fully paid the amount of principal and interest and other sums, if any, secured by said mortgage or deed of trust. If loss of priority should result from any act of the Insured, such act shall not void this Policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation. The Insured, if requested by the Company, shall transfer to the Company all rights, securities, and remedies against any person or property necessary in order to perfect such right of subrogation.

6. The Company has the right and option, in case any loss is claimed under this Policy, to pay to the Insured the entire indebtedness secured by said mortgage or deed of trust to the Insured, together with all costs and attorneys' fees which the Company is obligated hereunder to pay, in which case the Company shall become the owner of, and the Insured shall at once assign and transfer to the Company said mortgage or deed of trust and the indebtedness thereby secured and such payment shall terminate all liability under this Policy and the Insured shall surrender the same.

7. A statement in writing of any loss or damage for which it is claimed the Company is liable under this Policy shall be furnished to the Company within sixty days after such loss or damage shall have been determined and no right of action shall accrue to the Insured under this Policy until thirty days after such statement shall have been furnished, and no recovery shall be had by the Insured under this Policy unless action shall be commenced thereon within one year after expiration of said thirty-day period. Failure to furnish such statement of loss or damage, or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Insured of any action under this Policy.

8. The Company will pay, in addition to any loss insured against by this Policy, all costs imposed upon the Insured in litigation carried on by the Company for the Insured, and all costs and attorneys' fees in litigation carried on by the Insured with the written authorization of the Company or as provided in paragraph 3 of the conditions and stipulations hereof but not otherwise. The Company will not be liable for loss or damage by reason of defects, claims or encumbrances created subsequent to the date hereof (excepting any statutory lien for labor or material insured against by this Policy) or for defects, claims or encumbrances created or suffered by the Insured claiming such loss or damage, or existing at the date of this Policy and known to the Insured claiming such loss or damage at the date such Insured claimant acquired an insurable interest but not known to the Company or disclosed to it in writing by the Insured. The liability of the Company under this Policy shall in no case exceed in all the actual loss of the Insured and costs and attorneys' fees which the Company is obligated hereunder to pay. All payments under this Policy shall reduce the amount of the insurance pro tanto and no payment shall be made without producing this Policy for endorsement of such payment, unless the Policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company. Payment in full by any person or voluntary satisfaction or release by the Insured of the mortgage or deed of trust described in Schedule A shall terminate all liability of the Company under this Policy, except as provided in Condition 1.

9. Nothing contained in this Policy shall be construed as an insurance against action by any governmental agency for the purpose of regulating occupancy or use of said land or any building or structure thereon.

10. The term "Land" when used herein shall be construed to include the land herein described specifically or by reference and improvements affixed thereto which by law constitute real property.

11. All notice required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at its Home Office.