

3/3

LR - Agreement  
Recording Fee 75.00  
Name: GRACEFIELDS  
LLC/WESTWELL LLC  
Ref:  
LR - Agreement  
Surcharge 40.00  
SubTotal: 115.00  
Total: 115.00  
06/27/2022 10:28  
#16357667 CC03-LL  
Baltimore  
County/CC03-01.06 -  
Register 06

Initial DS  
RBMMMB

In accordance with the annotated code of Maryland, Tax-Property Article, Section 12-108 (a) (i), this instrument is exempt from recordation taxes since it grants a security interest to the United States.

Tax ID Number: 04-0402067320

and

Tax ID Number: 04-1700004155

### DEED OF TRUST SPREADER AGREEMENT

This Deed of Trust Spreader Agreement ("Agreement") made this 23 day of MAY 2022, between **Gracefields, LLC**, a Maryland limited liability company, and **Westwell, LLC**, a Maryland limited liability company, having their respective principal places of business at 13401 Longnecker Rd, Reisterstown, MD 21136 and 102 W Pennsylvania Ave, Towson, MD 21204, herein described collectively as the **Grantors**, and **MidAtlantic Farm Credit, ACA**, as agent/nominee, an agricultural credit association organized and existing under the laws of the United States of America and an instrumentality of the Federal government, having its principal place of business at 45 Aileron Court, Westminster, MD 21157, hereinafter described as the **Beneficiary**;

**Whereas**, the Beneficiary is the owner and holder of a certain Note and the Deed of Trust securing the same both dated October 1<sup>st</sup>, 2020 in the face amount of \$1,500,000 which Deed of Trust was recorded in the land Records of Baltimore County, Maryland on November 06, 2020, in Book 43599 at Page 343; which Deed of Trust is a valid first lien on a portion of the premises hereinafter described and on which Note and Deed of Trust there is now unpaid the principal sum of \$1,458,868.46; and

**Whereas**, by Deed dated October 1, 2020, and recorded among the Land Records of Baltimore County, Maryland, in Book 43599, Page 337, Longnecker Farm LLC, a Maryland limited liability company and Millstone Farm, LLC, a Maryland limited liability company did grant and convey the property described therein to Grantors as tenants in common; and

**Whereas**, by Deed dated December 15, 2020, and recorded among the Land Records of Baltimore County, Maryland, in Book 44109, Page 371, Longnecker Farm, LLC, a Maryland limited liability company and Millstone Farm, LLC, a Maryland limited liability company did grant and convey the property described therein to Grantors; and

**Whereas**, the property described in said October 1, 2020 and December 15, 2020 Deeds has since been surveyed, and a new metes and bounds legal description and survey were prepared, which survey is recorded among the Land Records of Baltimore County, Maryland in JLE No. 1, Folio 485; and

**Whereas**, the Grantors are now the owner in fee simple of the entire premises described at Schedule A, attached hereto and made a part hereof; and

**Whereas**, Grantors wish to simultaneously enter into a Deed of Easement transaction with the State of Maryland to the use of the Department of Agriculture on behalf of the Maryland Agricultural Land Preservation Foundation for purposes of preserving agricultural land and woodland ("Agricultural Preservation Transaction"); and

**Whereas**, Beneficiary wishes to facilitate such Agricultural Preservation Transaction, because support and preservation of agriculture is consistent with Beneficiary's mission as established by Congress:

**Whereas**, to facilitate and as a part of the aforesaid Agricultural Preservation Transaction, the Grantors and the Beneficiary desire to modify the terms of the Deed of Trust hereinbefore described so as to spread the lien of such Deed of Trust, as further security, over the entire premises described at Schedule A, attached.

**NOW, THEREFORE**, in consideration of the mutual benefits to both Grantors and Beneficiary resulting from the aforesaid Agricultural Preservation Transaction, and of the mutual covenants and agreements of the parties, the receipt whereof is hereby acknowledged, and for the purpose of carrying out the intention above expressed, the Grantors and the Beneficiary hereby covenant and agree as follows that:

1. **Lien Spread.** The lien of the Deed of Trust hereinabove described be and the same hereby is spread over the whole of the premises described at Schedule A attached, and same shall and now constitute a valid lien thereon securing the principal sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00), together with future advances, with interest to be paid in accordance with the aforementioned Note.

2. **No Modification.** The Grantors hereby reaffirm all the terms and conditions of the Note above mentioned and the Deed of Trust above mentioned, and hereby agrees to comply with and perform all the obligations and conditions of said Note and Deed of Trust, there being no modification thereof, other than the spreading of the Deed of Trust lien to all of the premises described at Schedule A, attached.

3. **No Claims or Offsets.** The Mortgagor warrants and covenants to the Beneficiary that as of the date of this Deed of Trust Spreader Agreement there are no disputes, offsets, claims or counterclaims of any kind or nature whatsoever under the aforementioned Note and Deed of Trust or any of the documents executed in connection herewith or therewith or the obligations represented or evidenced hereby or thereby.

4. **Confirmation of Validity and Enforceability of Loan Documents:** Borrower hereby confirms, acknowledges and ratifies the continuing validity and enforceability of the Note and Mortgage, including the validity and enforceability of the lien of the Mortgage on the Property as security for the Loan, and unconditionally commits to pay the debt evidenced by the Note. This provision shall not be construed as waiving or releasing any Federal claims.

5. **Novation Denied.** Lender and Borrower agree that a NOVATION is expressly denied and not intended to be effected and that, except as modified herein, the terms and provisions of the original Note remain unchanged and of full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on this 23 day of May, 2022.

GRANTOR: Gracefields, LLC

By: Margaret Blakey

Margaret Blakey, Member

By: [Signature]

Glenn Pagan, Member

GRANTOR: Westwell, LLC

By: Rachel Westerlund

Rachel Westerlund, Sole Member

BENEFICIARY: MidAtlantic Farm Credit, ACA

By: [Signature]

John Stump, Lending Manager

STATE OF MARYLAND

COUNTY OF Cecil

, to wit:

I HEREBY CERTIFY, that on this 3 day of May, before me, the undersigned, a Notary Public of the State of Maryland, in and for the County of Cecil, appeared personally John Stump

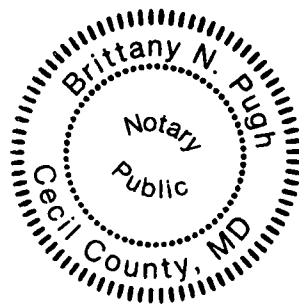
known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purpose therein contained.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal.

*Brittany N. Pugh*

Notary Public

My Commission expires: 7/17/2025



STATE OF MARYLAND

COUNTY OF Baltimore

, to wit:

I HEREBY CERTIFY, that on this 16th day of May, 2022, before me, the undersigned, a Notary Public of the State of Maryland, in and for the County of Baltimore, appeared personally Rachel Westerlund

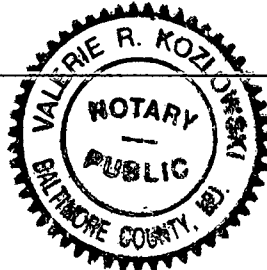
known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purpose therein contained.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal.

*Valerie R. Kozlowski*

Notary Public

My Commission expires: 1/20/2025



STATE OF ~~MARYLAND~~ New Jersey

COUNTY OF Bergen

, to wit:

I HEREBY CERTIFY, that on this 23rd day of 2022, before me, the undersigned, a Notary Public of the State of Maryland, in and for the County of Manassas, appeared personally Margaret Blackey and Glenn Pagen

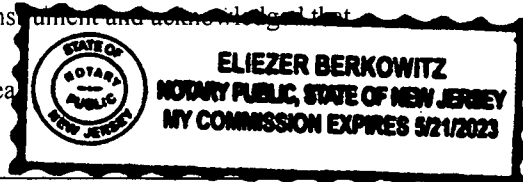
known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purpose therein contained.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal.

*Eliezer Berkowitz*

Notary Public

My Commission expires:



**SPREADER AGREEMENT**

Title No.:

To

Section:

Block:

Lot:

County or Town:

**RECORD AND RETURN TO:**

Attn To: Collateral Department  
MidAtlantic Farm Credit, ACA  
PO Box 540  
Mount Joy, PA 17752

SCHEDULE A

DESCRIPTION OF PROPERTY

## AFFIDAVIT OF LOAN ORIGINATOR AND LENDER

STATE OF MARYLAND

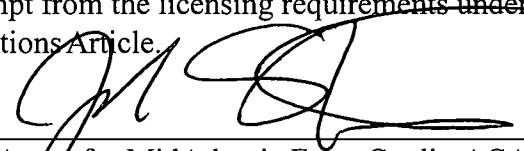
)

) to wit:

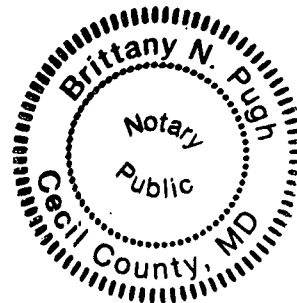
COUNTY OF Cecil

)

I HEREBY CERTIFY, that on this 3<sup>rd</sup> day of May, 2022, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared John Stump who made oath in due form that (s)he is the agent of the Beneficiary named in the within Deed of Trust and is duly authorized to make this affidavit, that the Beneficiary originated the loan secured by the within Deed of Trust and the Beneficiary's individual employees are exempt from the licensing requirements under Title 11, Subtitle 6 of the Maryland Financial Institutions Article, and that the Beneficiary made the loan secured by the within Deed of Trust and the Beneficiary is exempt from the licensing requirements under Title 11, Subtitle 5 of the Maryland Financial Institutions Article.

  
Agent for MidAtlantic Farm Credit, ACAJohn Stump  
[Printed Name of Agent]

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

  
Notary PublicBrittany Pugh  
[Printed Name of Notary Public]My Commission Expires: 7/17/25



57 WEST TIMONIUM ROAD  
SUITE 210  
TIMONIUM, MD 21083  
PHONE: (410) 252-4444  
WWW.POLARISLC.COM

November 19, 2021

DESCRIPTION OF  
#13401 LONGNECKER ROAD  
LAND OF GRACEFIELDS, LLC  
AND WESTWELL, LLC  
FOURTH ELECTION DISTRICT  
BALTIMORE COUNTY, MARYLAND

BEGINNING for the same at point marked by a stone found at the beginning of the first line of that parcel of land which by deed dated October 1, 2020 and recorded among the Land Records of Baltimore County, Maryland in Liber J.L.E. 43599, folio 337, was granted and conveyed by Longnecker Farm LLC and Millstone Farm LLC, unto Gracefields, LLC and Westwell, LLC, thence running and binding on the first and second lines of said parcel in Liber J.L.E. 43599, folio 337, as now surveyed by Polaris Land Consultants, LLC, with bearings referred to the Maryland State Plane Coordinate System NAD 83(2011) the following two (2) courses,

- 1) South 14 degrees 18 minutes 52 seconds West, 1326.84 feet, to a point marked by an iron pipe found, and
- 2) South 78 degrees 55 minutes 43 seconds East, passing over a rebar and cap found at a distance of 1039.53 feet, for a total distance of 1074.53 feet, to a point marked by a "mag" nail set in the pavement of Butler Road, thence running and binding on the third line of the aforesaid parcel in Liber J.L.E. 43599, folio 337 and running in the pavement of Butler Road,
- 3) South 20 degrees 26 minutes 05 seconds West, 878.22 feet, to a point marked by a "mag" nail set in the pavement of Butler Road at the beginning of the first line of that parcel of land which by deed dated December 15, 2020 and recorded among the Land Records of Baltimore County, Maryland in Liber J.L.E. 44109, folio 371, was granted and conveyed by Longnecker Farm LLC and Millstone Farm LLC, unto Gracefields, LLC and Westwell, LLC, thence running and binding on said first line of the parcel in Liber J.L.E. 44109, folio 371 and running in the pavement of Butler Road,
- 4) South 20 degrees 26 minutes 05 seconds West, 662.35 feet, to a point marked by a "mag" nail found in the pavement of Butler Road at the beginning of the third line of that second parcel of land which by deed dated December 7, 1906 and recorded among the Land Records of Baltimore County, Maryland in Liber W.P.C. 374, folio 459, was granted

Page 1 of 3

LAND SURVEYING - SUBDIVISION DESIGN - COMMERCIAL SITE DESIGN - LAND USE & PLANNING  
STORM WATER MANAGEMENT - CONSTRUCTION SURVEYING - PROJECT MANAGEMENT - ZONING MATTERS



- and conveyed by Jacob D. Geist and Susanna D. Geist, unto Newton J. Geist, thence running and binding on part of said third line of the second parcel in Liber W.R.C 374, folio 459,
- 5) North 82 degrees 23 minutes 05 seconds West, passing over a "mag" nail found in the pavement of Butler Road at a distance of 11.48 feet, for a total distance of 29.18 feet, to a stone found with a concrete monument east on top of it, thence running and binding on part of the second line of the aforesaid parcel in Liber J.L.E. 44109, folio 371,
  - 6) North 81 degrees 44 minutes 16 seconds West, passing over an iron pipe found at a distance of 209.07 feet, and passing over a concrete monument found at a distance of 1510.66 feet, for a total distance of 1523.71 feet, to a point marked by a railroad spike found in the pavement of Longnecker Road, thence running and binding on the third line of the aforesaid parcel in Liber J.L.E. 44109, folio 371 and running in the pavement of Longnecker Road,
  - 7) North 13 degrees 37 minutes 37 seconds West, 727.30 feet, to a point marked by a "mag" nail set in the pavement of Longnecker Road, thence running and binding on the fifth through tenth lines of the aforesaid parcel in Liber J.L.E. 43599, folio 337 and running in the pavement of Longnecker Road the following six (6) courses,
  - 8) North 13 degrees 19 minutes 32 seconds West, 683.60 feet, to a point marked by a "mag" nail set in the pavement of Longnecker Road,
  - 9) North 13 degrees 52 minutes 12 seconds West, 315.00 feet, to a point marked by a "mag" nail set in the pavement of Longnecker Road,
  - 10) North 07 degrees 57 minutes 32 seconds West, 75.00 feet, to a point marked by a "mag" nail set in the pavement of Longnecker Road,
  - 11) North 06 degrees 26 minutes 48 seconds East, 75.00 feet, to a point marked by a "mag" nail set in the pavement of Longnecker Road,
  - 12) North 12 degrees 05 minutes 07 seconds East, 144.17 feet, to a point marked by a railroad spike found in the pavement of Longnecker Road, and,
  - 13) North 11 degrees 39 minutes 09 seconds East, 882.16 feet, to a point marked by a "mag" nail found in the pavement of Longnecker Road, thence running and binding on the eleventh and twelfth lines of the aforesaid parcel in Liber J.L.E. 43599, folio 337 the following two (2) courses,
  - 14) South 84 degrees 36 minutes 40 seconds East, passing over rebar and caps found at distances of 20.00 feet and 430.00 feet, for a total distance of 450.00 feet, to a point marked by a rebar and cap found, and
  - 15) North 61 degrees 20 minutes 38 seconds East, 354.16 feet, to a point marked by a rebar and cap found, said point being located South 62 degrees 16 minutes 37 seconds East, 1150.00 feet from an iron pipe found

at the beginning of the first line of that parcel designated as Lot 1 which by deed dated August 31, 2020 and recorded among the Land Records of Baltimore County, Maryland in Liber J.L.E. 43599, folio 325, was granted and conveyed by Millstone Farm LLC and Longnecker Farm LLC, unto Millstone Farm LLC and Longnecker Farm LLC, thence running and binding on the thirteenth line of the aforesaid parcel in Liber J.L.E. 43599, folio 337,

- (6) South 62 degrees 18 minutes 37 seconds East, 450.92 feet, to the point of beginning,

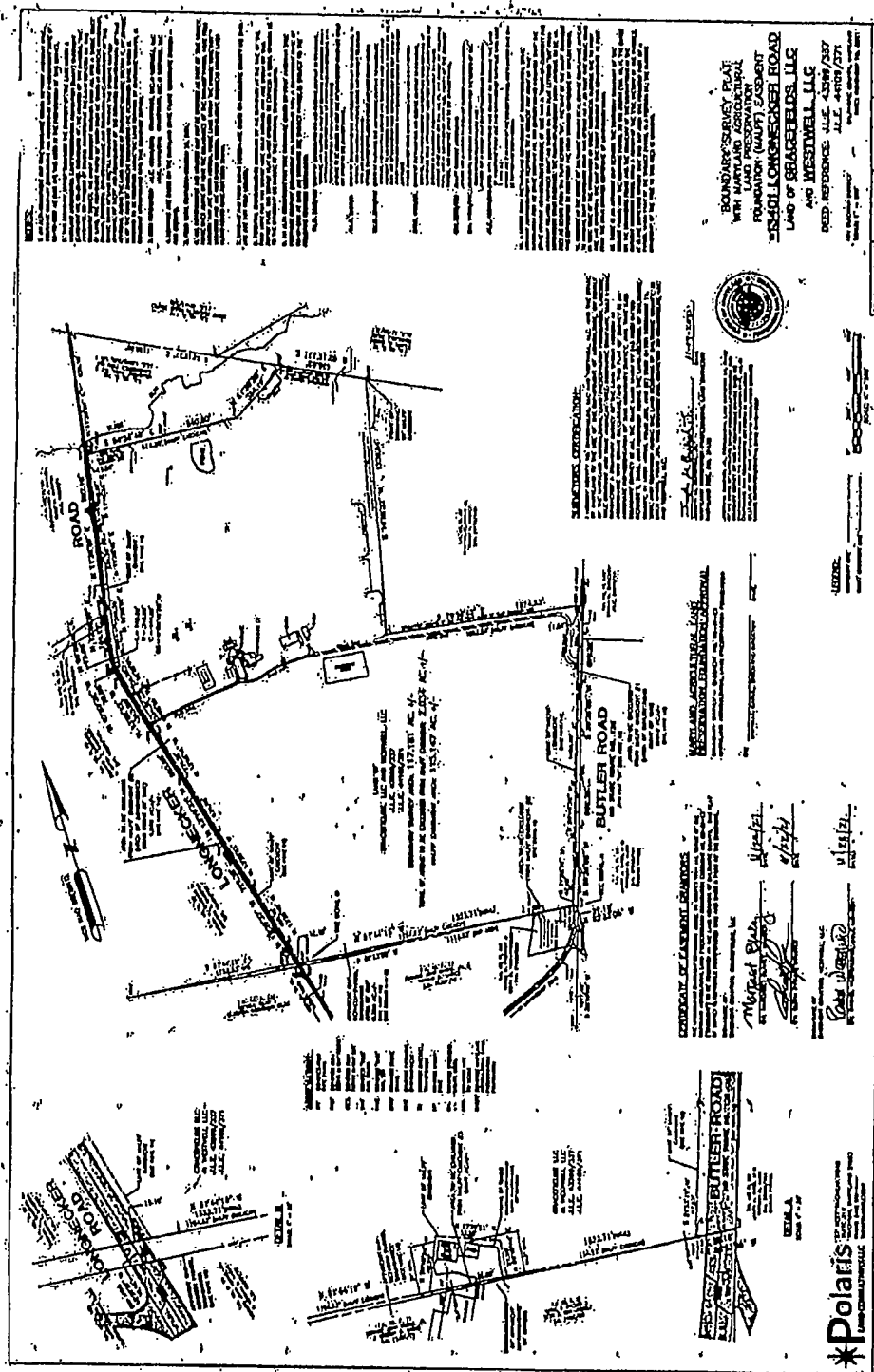
CONTAINING 5,104,418 square feet or 117.181 acres of land, more or less.

BEING that parcel of land which by deed dated October 1, 2020 and recorded among the Land Records of Baltimore County, Maryland in Liber J.L.E. 43599, folio 337, was granted and conveyed by Longnecker Farm LLC and Millstone Farm LLC, unto Gracefields, LLC and Westwell, LLC, and also that parcel of land which by deed dated December 15, 2020 and recorded among the Land Records of Baltimore County, Maryland in Liber J.L.E. 44109, folio 371, was granted and conveyed by Longnecker Farm LLC and Millstone Farm LLC, unto Gracefields, LLC and Westwell, LLC.

This description was prepared to combine the parcel of land which by deed dated October 1, 2020 and recorded among the Land Records of Baltimore County, Maryland in Liber J.L.E. 43599, folio 337, was granted and conveyed by Longnecker Farm LLC and Millstone Farm LLC, unto Gracefields, LLC and Westwell, LLC, and the parcel of land which by deed dated December 15, 2020 and recorded among the Land Records of Baltimore County, Maryland in Liber J.L.E. 44109, folio 371, was granted and conveyed by Longnecker Farm LLC and Millstone Farm LLC, unto Gracefields, LLC and Westwell, LLC into a single tract of land.

Joseph M. Burdyck, Jr., Professional Land Surveyor No. 21430 of the State of Maryland, either personally prepared this metes and bounds description or was in responsible charge over its preparation and the surveying work reflected in it, all in compliance with the requirements set forth in Regulation 09.13.06.12 of the Code of Maryland Regulations. License expiration/renewal date: January 21, 2023.







3

1	Type(s) of Instruments	(Type or Print in Black Ink Only--All Copies Must Be Legible)			
		(Check Box if Addendum/Make Form is Attached)			
2	Conveyance Type Check box	<input type="checkbox"/> Deed	<input type="checkbox"/> Mortgage	<input type="checkbox"/> Other	<input type="checkbox"/> Other
		<input checked="" type="checkbox"/> Deed of Trust	<input type="checkbox"/> Lease	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/> Spread e/v Agt.	<input type="checkbox"/> Unimproved Sale	<input type="checkbox"/> Multiple Accounts	<input type="checkbox"/> Not an Arms-
		Arms-Length[1]	Arms-Length[2]	Arms-Length[3]	Length Sale[9]
3	Tax Exemptions (if Applicable) Cite Or Explain Authority	Recordation			
		State Transfer			
		County Transfer			
		changing property only			

Consideration  And Tax Calculation	Consideration Amount		Finance Office Use Only	
	Purchase Price/Consideration	\$		Transfer and Recordation Tax Consideration
Any New Mortgage			Transfer Tax Consideration	\$
Balance of Existing Mortgage			X( )% =	\$
Other:	\$		Less Exemption Amount	\$
			Total Transfer Tax	\$
Other	\$		Recordation Tax Consideration	\$
			X( )per \$500 =	\$
Full Cash Value	\$		TOTAL DUE	\$

Fees	Amount of Fees	Doc. 1	Doc. 2	Agent
	Recording Charge	\$ 75.00	\$	
Surcharge	\$ 40.00	\$		Tax Bill
State Recordation Tax	\$ 0.00	\$		
State Transfer Tax	\$	\$		C.B. Credit
County Transfer Tax	\$	\$		
Other	\$	\$		Ag. Tax/Other
Other	\$	\$		

<b>Description of</b>  <b>Property</b> SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(l)	<b>District</b>	<b>Property Tax ID No. (1)</b>	<b>Grantor Liber/Folio</b>	<b>Map</b>	<b>Parcel No.</b>	<b>Var. LOG</b>
	<b>04</b>	<b>0402067320&amp; 1700004155</b>	<b>43599/337 44109/371</b>			<b>(5)</b>
	<b>Subdivision Name</b>		<b>Lot (3a)</b>	<b>Block (3b)</b>	<b>Sect/AR(3c)</b>	<b>Plat Ref.</b>
						<b>SqFt/Acreage (4)</b>
	<b>Location/Address of Property Being Conveyed (2)</b>					
	<b>13401 Longnecker Rd</b>					
	<b>Other Property Identifiers (if applicable)</b>					<b>Water Meter Account No.</b>
	<b>Residential <input checked="" type="checkbox"/> or Non-Residential <input type="checkbox"/> Fee Simple <input checked="" type="checkbox"/> or Ground rent <input type="checkbox"/> Amount:</b>					
	<b>Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</b>					
<b>Description/Amt. of SqFt/Acreage Transferred:</b>						
<b>If Partial Conveyance, List Improvements Conveyed:</b>						

<div style="border: 1px solid black; padding: 2px; width: 20px; text-align: center;">14</div> <div style="text-align: center;"> <b>Transferred From</b> </div>	Doc.1 – Grantor(s) Name(s)		Doc.2 – Grantor(s) Name(s)	
	Gracefields, LLC			
	Westwell, LLC			
	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)	Doc. 2 – Grantee(s) Name(s)
	MidAtlantic Farm Credit, ACA	
	New Owner's (Grantee) Mailing Address	

27371		
<div> <div>Doc. 1 – Additional Names to be Indexed (Optional)</div> <div>Doc. 2 – Additional Names to be Indexed (Optional)</div> </div>		

10 Contact/Mail Information	Instrument Submitted By or Contact Person		<input checked="" type="checkbox"/> Return to Contact Person
	Name: <u>PDH Abstracts, Inc. for</u>		
	Firm: <u>Royston, Mueller, McLean &amp; Reid, LLP</u>		<input type="checkbox"/> Hold for Pickup
	Address: <u>45 Willingdon Court Owings Mills, MD 21117</u> <u>410-812-9078</u>		<input type="checkbox"/> Return Address Provided

<b>IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER.</b>						
<b>Assessment</b>		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Will the property being conveyed be the grantee's principal residence?				
<b>Information</b>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Does transfer include personal property? If yes, identify:				
		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).				
<b>Assessment Use Only - Do Not Write Below This Line</b>						
<input type="checkbox"/> Terminal Verification		<input checked="" type="checkbox"/> Agricultural Verification		<input type="checkbox"/> Whole		<input type="checkbox"/> Pad
Transfer Number		Date Received		Deed Reference		Assigned Property No.
Year			Geo.	Map	Sub	Block
Land			Zoning	Grid	Plat	Lot
Buildings			Use	Parcel	Section	Occ. Cd.
Total			Town Cd.	Ex. St.	Ex. Cd.	
<b>REMARKS:</b>						
<b>TAX NOT REQUIRED</b>						
Director of Budget and Finance						

**TAX NOT REQUIRED**  
**Director of Budget and Finance**  
**BALTIMORE COUNTY, MARYLAND**

☒ COUNTY TRANSFER TAX  
Per [Signature] ART 11 TITLE 3  
SUBTITLE 2, 11-3-202

☒ RECORRATION TAX  
Per [Signature] T.P. ART 12-108  
Date 06-24-22